



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

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



Thursday ~ May 19, 2016 at **7:30 PM**

**Mayor – Christopher Fielder
Place 1 – Andrea Navarrette (Mayor Pro Tem)
Place 2 – Michelle Stephenson
Place 3 – Shanan Shepherd**

**Place 4 – Ron Abruzzese
Place 5 – Jeff Seiler
Place 6 – Troy Hill
City Manager – Kent Cagle**

1. Open meeting, Invocation, Pledges of Allegiance
2. Roll Call
3. Swearing In of City Council Members for Place 1, Place 3 and Place 5
4. Action on appointment of Cathleen “Cathy” Riedel as Municipal Court Presiding Judge
5. Action on appointment of Mark Goodner as Associate Municipal Court Judge
6. Swearing in of Cathleen “Cathy” Riedel as Municipal Court Presiding Judge
7. Swearing in of Mark Goodner as Associate Municipal Court Judge
8. Recognition of Travis Lucas for his time serving as Leander Municipal Court Presiding Judge

There will be a break at this time

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

CONSENT AGENDA: ACTION

11. Approval of the minutes: May 5, 2016
May 17, 2016 (Canvass of Election Results)
12. License Agreement Case 16-LA-005: a License Agreement for the installation and maintenance of entry monumentation, signage and lighting, landscaping, and stamped asphalt or concrete in the round-about within rights-of-way within the Deerbrooke Subdivision
13. Dedication and Acceptance of Subdivision Infrastructure Improvements for Leander Crossing Phase 1
14. Dedication and Acceptance of Subdivision Infrastructure Improvements for Travisso 1 Phase Water Reclamation Plant (WRP). Offsite Lift Station #16 and Reclaimed Water Pump Station

PUBLIC HEARING: ACTION

15. **Public Hearing** on Zoning Case 15-Z-033: Consider a zoning change of two parcels generally located at the northwest corner of the future intersection of Lakeline Blvd. and San Gabriel Parkway, for 119.932 acres, more or less from interim SFR-1-B, Single Family Rural to SFR-2-A, Single Family Rural, LC-2-B, Local Commercial, LO-2-B, Local Office and SFT-2-B, Single Family Townhome, Leander, Williamson County, Texas
Applicant: Danny Martin, P.E. on behalf of J.L. Development, Inc. / John Lloyd

Action on Zoning Case 15-Z-033: Consider a zoning change of two parcels generally located at the northwest corner of the future intersection of Lakeline Blvd. and San Gabriel Parkway, for 119.932 acres, more or less from interim SFR-1-B, Single Family Rural to SFR-2-A, Single Family Rural, LC-2-B, Local Commercial, LO-2-B, Local Office and SFT-2-B, Single Family Townhome, Leander, Williamson County, Texas

16. **Public Hearing** on Zoning Case 16-Z-007: Consider a zoning change of several parcels of land generally located to the west of the intersection of CR 279 and Live Oak for 76.89 acres, more or less, from interim zoning SFR-1-B, Single Family Rural to SFR-2-B, Single Family Rural, Leander, Williamson County, Texas
Applicant: San Gabriel Whitt Ranch, LLC (Davy Roberts)

Action on Zoning Case 16-Z-007: Consider a zoning change of several parcels of land generally located to the west of the intersection of CR 279 and Live Oak for 76.89 acres, more or less, from interim zoning SFR-1-B, Single Family Rural to SFR-2-B, Single Family Rural, Leander, Williamson County, Texas

REGULAR AGENDA

17. Second Reading of an Ordinance on Zoning Case 16-Z-004: Consider a zoning change of a parcel of land located at 801 Apache Trail for 1.50 acres, more or less from GC-3-C, General Commercial to PUD, Planned Unit Development with a base zoning of MF-2-A, Multi-Family, Leander, Williamson County, Texas
18. Consider Development Agreement Case 15-DA-005: Consider a development agreement between the City of Leander and Crystal Falls Ortho, PLC for 5.84 acres, more or less, located at 108200 Crystal Falls Parkway, City of Leander, Williamson County, Texas
19. Development Agreement Case 15-DA-002: Consider an addendum to the wastewater cost participation agreement between the City of Leander, Howard Barkley Wedemeyer and BWR Partners, LLC
20. Consider a Resolution approval of a change in Atmos Energy Corporation, Mid-Tex Division's ("ATMOS") rates as a result of settlement between Atmos and the Atmos Texas Municipalities ("ATM") under the rate review mechanism for 2016
21. Consider a Resolution authorizing the retention of special legal counsel to represent the City in Public Utility Commission Docket No. 45866 regarding the "Application of the Lower Colorado River Authority Transmission Services Corporation to amend a Certificate of Convenience and Necessity for the Round Rock-Leander 138-kV Transmission Line in Williamson County, Texas"; directing special legal counsel to file a motion to intervene in PUC Docket No. 45866 and to represent the City in the proceedings on the application to the fullest extent permitted by law consistent with direction from the City Council; authorizing the retention of expert witnesses; making certain findings; and declaring an effective date

22. Consider possible action to support Operation Homefront and Meritage Homes to provide mortgage-free home in Leander to a military veteran
23. Consider Award of Contract for the 2016 City of Leander Street Rehabilitation Project
24. Water Use and Supply Update
25. Council Member Closing Statements

EXECUTIVE SESSION

26. Convene into executive session:
 - a) pursuant to Section 551.071, Texas Government Code and Section 1.05, Disciplinary Rules of Professional Conduct to consult with legal counsel regarding legal issues related to a proposed Community Block Development Grant for the construction of a sidewalk on the east side of Bagdad Road
 - b) pursuant to Section 551.071, Texas Government Code and Section 1.05, Disciplinary Rules of Professional Conduct, and Section 551.087, Texas Government Code, to consider economic incentives for business prospects
 - c) pursuant to Section 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding a proposed settlement agreement in Cause No. 15-0088- C277, Premas Global Leander I v. City of Leander, et al., In the 277th Judicial District Court of Williamson County, Texas
 - d) pursuant to Section 551.071, Texas Government Code and Section 1.05, Texas Disciplinary Rules of Professional Conduct, to consult with legal counsel regarding pending legal matters related to the regional water treatment plant
27. Reconvene into open session to take action as deemed appropriate in the City Council's discretion:
 - a) regarding legal issues related to a proposed Community Block Development Grant for the construction of a sidewalk on the east side of Bagdad Road
 - b) to consider economic incentives for business prospects
 - c) regarding a proposed settlement agreement in Cause No. 15-0088- C277, Premas Global Leander I v. City of Leander, et al., In the 277th Judicial District Court of Williamson County, Texas
 - d) regarding pending legal matters related to the regional water treatment plant
28. 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 13th day of May, 2016 by 5:00 pm pursuant to Chapter 551 of the Texas Government Code.


Debbie Haile, TRMC, City Secretary



Executive Summary

May 19, 2016

Council Agenda Subject: Consider Appointment of Cathy Riedel as Municipal Court Judge

Background: Judge Cathy Riedel is currently the associate judge for the City of Leander Municipal Court and is recommended by the City Manager to be appointed Municipal Court Judge. In accordance with Section 7.11 of the Leander City Charter – the term shall be for a two (2) year period commencing May 19, 2016. In addition, compensation shall be \$3,500.00 per month to include all necessary hours involved with performing the functions of Municipal Court Judge. Salary increases each Fiscal Year will be determined and approved by City Council.

Origination: Kent Cagle, City Manager

Financial Consideration: \$42,000 annually

Recommendation: Approval

Attachments: Employment Agreement

Prepared by: Debbie Haile, City Secretary

Biography of Judge Cathleen Randall Riedel

Judge Cathy Riedel graduated with a Bachelor of Science degree from Texas A&M University and received her JD degree from St. Mary's University. She began her legal career as a Briefing Attorney and research assistant for Judge W. C. Davis on the Texas Court of Criminal Appeals. Judge Riedel went on to become an Assistant State Prosecuting Attorney, representing the state of Texas before the Court of Criminal Appeals.

Judge Riedel has more than 18 years experience working with municipalities. She has served as a municipal judge for two cities: as the Associate Municipal Judge for the City of College Station and as Presiding Judge for the City of Liberty Hill. In her capacity as an Assistant City Attorney, Judge Riedel has served as municipal prosecutor for several central Texas cities, including Johnson City, Nolanville and West Lake Hills. As the Program Director for the Texas Municipal Courts Education Center, Judge Riedel developed and taught professional seminars and implemented specialized curriculums in a statewide training program. In this role, Judge Riedel provided educational training and professional development for municipal court judges and court support personnel.

She is licensed to practice law in Texas and Kansas. When not practicing law, Judge Riedel enjoys gardening, dancing and spending time with her family. She and her husband reside in Liberty Hill, along with their horses, cats and dogs.

Resume summary: (1985-2014)

Senior Associate Attorney – Bojorquez Law Firm, representing municipal clients

Program Director- Texas Municipal Courts Education Center-

Presiding Judge- City of Liberty Hill Municipal Court

Law office of Cathleen Riedel- private practice in Georgetown Texas

Associate Attorney- Sheets and Crossfield Law Firm- representing municipal clients

Assistant/Acting attorney- City of Georgetown

Program Director and Staff Attorney- Kansas Legal Services in Topeka, Kansas

Adjunct Professor of Law- Washburn University

Assistant City Attorney- City of Topeka, Kansas

Assistant Municipal Judge- City of College Station

**EMPLOYMENT AGREEMENT
MUNICIPAL COURT JUDGE**

This agreement is between Cathy Riedel and the City of Leander for employment as Municipal Court Judge in accordance to Section 7.11 of the Leander City Charter.

- Term shall be for a two (2) year period commencing May 19, 2016
- Compensation shall be \$3,500.00 per month to include all necessary hours involved with performing the functions of Municipal Court Judge. Salary increases each Fiscal Year will be determined and approved by City Council.
- There are no other considerations other than the compensation stated above.

Agreement is subject to approval of the City Council of the City of Leander.

Kent Cagle, City Manager

Date

Cathy Riedel

Date



Executive Summary

May 19, 2016

Agenda Subject: Consider appointment of associate judge for the Municipal Court.

Background: Mark Goodner serves as Deputy Counsel and Director of Judicial Education for the Texas Municipal Courts Education Center which provides continuing education for all municipal judges in the State of Texas. Municipal judges comprise the largest segment of the judiciary in Texas, representing approximately 38% of all judges in Texas. Annually, Mr. Goodner plans, develops, and oversees ten Regional Judges Seminars each offering 16 hours of judicial education along with two 32-hour New Judges Seminars. He has served as the presiding judge for City of Woodcreek since May of 2011. He graduated from the University Of Texas School of Law in May of 2007. Prior to law school, he taught for five years in Texas public schools.

Origination: Kent Cagle, City Manager

Financial Consideration: \$125 per hour on “as needed” basis

Recommendation: Approve Appointment

Attachments: n/a

Prepared by: Debbie Haile, City Secretary

MARK GOODNER

Mark Goodner serves as Deputy Counsel and Director of Judicial Education for the Texas Municipal Courts Education Center. Mark directs the Judicial Education for the municipal judges in the State of Texas. This is the largest segment of the judiciary in Texas, representing approximately 38% of all judges in Texas. Annually, Mark plans, develops, and oversees ten Regional Judges Seminars per year each offering 16 hours of judicial education along with two 32-hour New Judges Seminars.

Mark has served as the presiding judge for city of Woodcreek since May of 2011. Mark graduated from the University Of Texas School Of Law in May of 2007. Prior to law school, Mark taught for five years in Texas public schools.



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

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



Thursday ~ May 5, 2016 at 7:00 PM

Mayor – Christopher Fielder
Place 1 – Andrea Navarrette (Mayor Pro Tem)
Place 2 – Michelle Stephenson
Place 3 – Shanan Shepherd

Place 4 – Ron Abruzzese
Place 5 – Jeff Seiler
Place 6 – Troy Hill
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
Police Chaplain David Richardson delivered the invocation
Leander Honor Guard posted the colors and led the pledges
2. Roll Call
All present
3. Staff Comments: Pat Womack, Public Works Director – Leander Spring Clean-up
Pat Womack, Director of Public Works spoke about the Leander Spring Clean-Up
4. Citizen Comments: Three (3) minutes allowed per speaker
Please turn in speaker request form before the meeting begins
Tegan Retzer, Emerald Isle – spoke about a code change regarding chicken coops
Laura Manley, 409 Hernandos Loop – spoke about chicken coops
5. Proclamation declaring May 15, 2015 as National Police Officer Memorial Day and the week of May 15 – 21, as National Police Week
Sponsored by Chief Greg Minton
Police Chief Greg Minton explained
Council Member Shepherd read the Proclamation and presented it to the Police Chief
6. Proclamation declaring May 2016 as “Motorcycle Safety Awareness Month”
Sponsored by Mayor Fielder
Neely Hartness, 2722 Costa Azul, spoke about motorcycle awareness
Mayor Pro Tem Navarrette explained and read the Proclamation and presented it to the Gypsy Motorcycle Club International Leander Chapter

CONSENT AGENDA: ACTION

7. Approval of the minutes: April 21, 2016
8. Dedication and Acceptance of Subdivision Infrastructure Improvements for Pecan Creek Phase 4

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

9. **Public Hearing** on adoption of an updated assessment roll to apportion assessments levied against property located in the Oak Creek Public Improvement District among subdivided lots

Robert Powers, Finance Director explained

Action on an Ordinance approving an updated assessment roll and service and assessment plan and apportioning assessments levied against property located in the Oak Creek Public Improvement District among subdivided lots

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

REGULAR AGENDA

10. Consider approval of funds for the eagle sculpture in Veterans Park

Sponsored by Council Member Seiler

Council Member Seiler explained

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

11. Second Reading of an Ordinance on Zoning Case 16-Z-004: Consider a zoning change of a parcel of land located at 801 Apache Trail for 1.50 acres, more or less from GC-3-C, General Commercial to PUD, Planned Unit Development with a base zoning of MF-2-A, Multi-Family, Leander, Williamson County, Texas

Applicant has postponed this item

12. Second Reading of an Ordinance on Zoning Case 16-TOD-Z-005: Consider a zoning change of several tracts of land generally located to the southwest of the intersection of San Gabriel Parkway & US 183 for 151.2 acres, more or less, legally described as Oak Creek, Phase 1, Sections 1 & 2; Oak Creek, Phase 2, Sections 1-3; Oak Creek, Phase 5 from PUD, Planned Unit Development with the base zoning districts of SFU-2-B, Single Family Urban, SFC-2-B, Single Family Compact, SFL-2-B, Single Family Limited, SFT-2-B, Single Family Townhouse and MF-2-B, Multi-Family to an amended PUD to increase the residential density allowed within the properties located on the east side of West Broade Street, Leander, Williamson County, Texas

Shawn Conly, 617 Joppa Road – spoke against

Motion made by Council Member Shepherd to approve. Second by Council Member Abruzzese Motion passes, 4 to 3 with Council Members Stephenson, Seiler and Hill voting against

13. Second Reading of an Ordinance annexing one area of land totaling 104.77 acres, 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

Tom Yantis, Asst. City Manager explained

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

14. Consider the second addendum to the Village at Leander Station TIRZ development and reimbursement agreement.

Kent Cagle, City Manager explained

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

Motion passes, all voting “aye”

15. Consider an Ordinance of the City of Leander, Texas amending the project and financing plan for the Reinvestment Zone Number One to allocate the estimated project costs for the Village at Leander Station project among project categories; providing the estimated time when project costs will be incurred for the Village at Leander Station projects; establishing the Village at Leander station subaccount in the Tax Increment Fund; and providing for related matters

Kent Cagle, City Manager explained

Motion made by Council Member Shepherd to approve. Second by Council Member Stephenson.

Motion passes, all voting “aye”

16. Consider approval of the first addendum to the Wholesale Wastewater Services Agreement between the City of Leander and the City of Liberty Hill

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”

17. Consider PEC's Statement of Charges in the amount of \$769,157.42 for the incremental cost to place all relocated PEC above-ground distribution facilities within the limits of the Old 2243 West Roadway Improvements Project underground as per City ordinance requirements

Wayne Watts, City Engineer explained

Motion made by Council Member Seiler to approve. Second by Council Member Shepherd.

Motion passes, all voting “aye”

18. Discuss filing by Atmos MidTex to increase rates for 2016 under the tariff known as the Rate Review Mechanism (RRM)

Robert Powers, Finance Director explained

Alfred Herrera with Herrera & Boyle, PLLC explained

No action taken

19. Council Member Closing Statement

Council Members gave their closing statements

EXECUTIVE SESSION

20. Convene into executive session pursuant to Section 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding a proposed settlement agreement in Cause No. 15-0088- C277, Premas Global Leander I v. City of Leander, et al., In the 277th Judicial District Court of Williamson County, Texas

Council convened into executive session at 8:00 pm

Council reconvened into open session at 9:10 pm

21. Reconvene into open session to take action as deemed appropriate in the City Council's discretion regarding a proposed settlement agreement in Cause No. 15-0088- C277, Premas Global Leander I v. City of Leander, et al., In the 277th Judicial District Court of Williamson County, Texas

No action taken

22. Adjournment

With there being no further business, the meeting adjourned at 9:11 pm

Attest:

Christopher Fielder, Mayor

Debbie Haile, TRMC, City Secretary



Executive Summary

May 19, 2016

Agenda Subject: License Agreement Case 16-LA-005: Consideration of a License Agreement for the installation and maintenance of entry monumentation, signage and lighting, landscaping, and stamped asphalt or concrete in the round-about within rights-of-way within the Deebrooke Subdivision.

Background: This Deebrooke Homeowners Association is requesting a license agreement to construct, install, and maintain entry monumentation, signage and lighting, landscaping, and stamped asphalt or concrete in the round-about within rights-of-way within the Deebrooke Subdivision.

Origination: Applicant: Deebrooke Homeowners Association.

Financial Consideration: None

Recommendation: Staff recommends approval of the license agreement.

Attachments:

1. License Agreement
2. Location Exhibit
3. Request Letter

Prepared By: Tom Yantis, AICP
Assistant City Manager

05/06/2016

LICENSE AGREEMENT

The City of Leander, Texas a municipal corporation and political subdivision of the State of Texas situated in Williamson County, Texas (“the City” or “Licensor”), and the Deerbrooke Homeowners Association (“Licensee”) enter into this License Agreement (“Agreement”) on this the 19th day of May, 2016, upon the terms and conditions set forth below.

I. PURPOSE OF LICENSE AGREEMENT. The City grants to Licensee permission to use the licensed property for the following purposes only:

Construction, installation, and maintenance of the following improvements for the Deerbrooke Subdivision (the “Subdivision”) located in the rights-of-way shown in Exhibits “A” and “B” of the Subdivision, Leander, Williamson County, Texas being: entry monumentation, signage, and lighting for signage; landscaping and irrigation; stamped asphalt or concrete as shown in Exhibit “B”; hereinafter referred to as the “Improvements”. The locations of the rights-of-way containing the Improvements are more particularly shown in Exhibit “A” and “B” attached hereto and incorporated herein for all purposes.

The above-described properties, hereinafter referred to as the “licensed property”, are further shown in Exhibits “A” and “B” attached to this Agreement and incorporated by reference for all purposes.

The City makes this grant solely to the extent of its right, title and interest in the licensed property, without any express or implied warranties.

Licensee agrees that: (A) the construction of the Improvements permitted by this Agreement shall be done in compliance with all applicable City, County, State and/or Federal laws, ordinances, regulations and policies now existing or later adopted; (B) that all construction and installation of the Improvements will be completed in a timely manner without delay; (C) the Licensee will construct the Improvements according to plans filed with the City. Any changes in construction plans must be approved by the City; and (D) any Improvements located in the City’s right-of-way shall be subject to City approval prior to placement and installation. Any provision herein to the contrary notwithstanding, Licensee shall be liable for, and shall indemnify and hold the City harmless from all damages, causes of action, and claims arising out of or in connection with Licensee's installation, operation, maintenance or removal of the improvements permitted under this Agreement.

II. FEE. No annual fee shall be due in connection with this Agreement.

III. THE CITY'S RIGHTS TO LICENSED PROPERTY. This Agreement is expressly subject and subordinate to the present and future right of the City, its successors, assigns, lessees, grantees, and Licensees, to construct, install, establish, maintain, use, operate, and renew any public utilities facilities, franchised public utilities, rights-of-way, roadways, or streets on, beneath, or above the surface of the licensed property.

Said uses of the licensed property by the City are permitted even though such use may substantially interfere with or destroy Licensee's use of the licensed property, or the Improvements. In case of a declared emergency, damage to or destruction of Licensee's property shall be at no charge, cost, claim, or liability to the City, its agents, contractors, officers, or employees.

Notwithstanding any provisions in this Agreement to the contrary, the City retains the right to enter upon the licensed property, at any time without notice, assuming no obligation to Licensee, to remove any of the licensed Improvements or alterations thereof whenever such removal is deemed necessary for: (a) exercising the City's rights or duties with respect to the licensed property; (b) protecting persons or property; or (c) the public health or safety with respect to the licensed property.

IV. INSURANCE. Licensee shall, at its sole expense, provide a commercial general liability insurance policy, written by a company acceptable to the City and licensed to do business in Texas, with a combined single limit of not less than \$600,000.00, which coverage may be provided in the form of a rider and/or endorsement to a previously existing insurance policy. Such insurance coverage shall include the City as an additional-insured. This insurance coverage shall cover all perils arising from the activities of Licensee, its officers, employees, agents, or contractors, relative to this Agreement, or otherwise within the public right-of-way and property within the licensed property. Licensee shall be responsible for any deductibles stated in the policy. A certificate of insurance evidencing such coverage shall be delivered to the City Secretary of the City within thirty (30) days of the effective date of this Agreement.

Licensee shall not cause any insurance to be canceled nor permit any insurance to lapse. All insurance certificates shall include a clause to the effect that the policy shall not be canceled, reduced, restricted or otherwise limited until forty-five (45) days after the City has received written notice as evidenced by a return receipt of registered or certified mail.

V. INDEMNIFICATION. Licensee shall indemnify, defend, and hold harmless the City and its officers, agents and employees against all claims, suits, demands, judgments, expenses, including attorney's fees, or other liability for personal injury, death, or damage to any person or property which arises from or is in any manner caused by the Licensee's construction or maintenance of the Improvements or use of the licensed property. This indemnification provision, however shall not apply to any claims, suits, damage, costs, losses, or expenses arising solely from the negligent or willful acts of the City; provided that for the purposes of the foregoing, the City's act of entering into this Agreement shall not be deemed to be a "negligent or willful act."

VI. CONDITIONS.

A. Licensee's Responsibilities. Licensee will be responsible for any damage to or repair of the Improvements. Further, Licensee shall reimburse the City for all costs of replacing or repairing any property of the City or of others which was damaged or destroyed as a result of activities under this Agreement by, or on behalf of, Licensee.

B. Maintenance. Licensee shall maintain the licensed property and the Improvements in good condition and making any necessary repairs to the Improvements at its expense.

C. Modification of Improvements. Licensee agrees that modification of the Improvements shall be at Licensee's expense. Licensee shall obtain the proper permits prior to any modification of the Improvements. Any such modification shall be at Licensee's sole discretion, except where otherwise provided by this Agreement. This Agreement, until its expiration or revocation, shall run as a covenant with the land, and the terms and conditions of this Agreement shall be binding on the grantees, successors and assigns of Licensee. Licensee shall cause any immediate successors-in-interest to have actual notice of this Agreement.

D. Default. In the event that Licensee fails to maintain the licensed property or otherwise comply with the terms or conditions as set forth herein, then the City shall give Licensee written notice thereof, by registered or certified mail, return receipt requested, to the address set forth below. Licensee shall have thirty (30) days from the date of receipt of such notice to take action to remedy the failure complained of, and, if Licensee does not satisfactorily remedy the same within the thirty (30) day period, the City may terminate this Agreement.

Licensee Address

Deerbrooke Homeowners Assoc.
Attn: Randy Rollo, President
4807 Spicewood Springs Rd., Bldg 2, Ste 104
Austin, Texas 78759

Licensor Address

City of Leander
Attention: City Manager
P.O. Box 319
Leander, Texas 78641

VII. COMMENCEMENT AND TERMINATION. This Agreement shall begin with the effective date and continue thereafter for so long as Licensee is constructing or maintaining the Improvements as set forth herein. If Licensee abandons construction or maintenance of all or any part of the Improvements or licensed property as set forth in this Agreement, then this Agreement, shall expire and terminate following thirty (30) days written notice to the Licensee if such abandonment has not been remedied by the Licensee within such period. The City shall thereafter have the same complete title to the licensed property so abandoned as though this Agreement had never been made and shall have the right to enter the licensed property and terminate the rights of Licensee, its successors and assigns hereunder. All installations of Licensee not removed shall be deemed property of the City as of the time abandoned.

VIII. TERMINATION.

A. Termination by Licensee. This Agreement may be terminated by Licensee by delivering written notice of termination to the City not later than thirty (30) days before the effective date of termination. If Licensee so terminates, then it shall remove all installations, other than the Improvements, that it made from the licensed property within the thirty day notice period at its sole cost and expense. Failure to do so shall constitute a breach of this Agreement.

B. Termination by City. Subject to prior written notification to Licensee or its successor-in-interest, this Agreement is revocable by the City if:

1. The licensed Improvements, or a portion of them, interfere with the City's right-of-way;

2. Use of the right-of-way area becomes necessary for a public purpose;
3. The licensed Improvements, or a portion of them, constitute a danger to the public which the City deems not to be remediable by alteration or maintenance of such Improvements;
4. Despite thirty (30) days written notice to Licensee, maintenance or alteration necessary to alleviate a danger to the public has not been made; or
5. Licensee fails to comply with the terms and conditions of this Agreement including, but not limited to any insurance or license fee requirements specified herein.

IX. EMINENT DOMAIN. If eminent domain is exerted on the licensed property by paramount authority, then the City will, to the extent permitted by law, cooperate with Licensee to effect the removal of Licensee's affected installations and Improvements thereon, at Licensee's sole expense. Licensee shall be entitled to retain all monies paid by the condemning authority to Licensee for Licensee's installations taken, if any.

X. INTERPRETATION. Although drawn by the City, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against either party.

XI. APPLICATION OF LAW. This Agreement shall be governed by the laws of the State of Texas. If the final judgment of a court of competent jurisdiction invalidates any part of this Agreement, then the remaining parts shall be enforced, to the extent possible, consistent with the intent of the parties as evidenced by this Agreement.

XII. VENUE. Venue for all lawsuits concerning this Agreement will be in the Williamson County, Texas.

XIII. COVENANT RUNNING WITH LAND; WAIVER OF DEFAULT. This Agreement and all of the covenants herein shall run with the land; therefore, the conditions set forth herein shall inure to and bind each party's successors and assigns. Either party may waive any default of the other at any time, without affecting or impairing any right arising from any subsequent or other default.

XIV. ASSIGNMENT; HOMEOWNER'S ASSOCIATION. (a) Licensee shall not assign, sublet or transfer its interest in this Agreement without the written consent of the City, which consent shall not be unreasonably withheld.

(b) The City Manager may approve an assignment, sublease, or transfer of interest in this Agreement to a home owner's association for the Subdivision (the "HOA") that meets the requirements of this paragraph. The HOA must have been legally established; maintenance obligations for the Improvements must have been assigned to the HOA; and the HOA must have a binding, continuing responsibility for the maintenance and operation of the Improvements and

shall establish adequate funding for such maintenance and operation. The HOA's maintenance obligation shall be noted on the plat for the Subdivision and in the restrictive covenants filed of record for the Subdivision in a form that is acceptable to the City. The restrictive covenants shall provide for a monthly or annual assessment sufficient to fund the maintenance and operation of the Improvements, shall give the City the authority to judicially enforce the covenants requiring adequate assessments to be made and collected and the streets to be maintained and repaired; and shall provide for the City to recover any attorney's fees and expenses incurred in judicial enforcement; provided that nothing herein shall obligate the City to maintain and repair the Improvements. This Agreement may not be assigned, sublet, or transferred until the Licensee or the HOA submits proof to the City of compliance with this paragraph and the insurance requirements under this Agreement. Subject to compliance with this paragraph and the insurance requirements set forth herein, if any, Licensee shall furnish to the City a copy of any such assignment or transfer of any of Licensee's rights in this Agreement, including the name, address, and contact person of the assignee, along with the date of assignment or transfer.

ACCEPTED, this the ____ day of _____, 2016.

LICENSOR: CITY OF LEANDER, TEXAS

By: _____
Name: Kent Cagle
Title: City Manager

LICENSEE: DEERBROOKE HOMEOWNERS ASSOCIATION

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2016, by Kent Cagle, City Manager for the City of Leander, Texas, on behalf of the City.

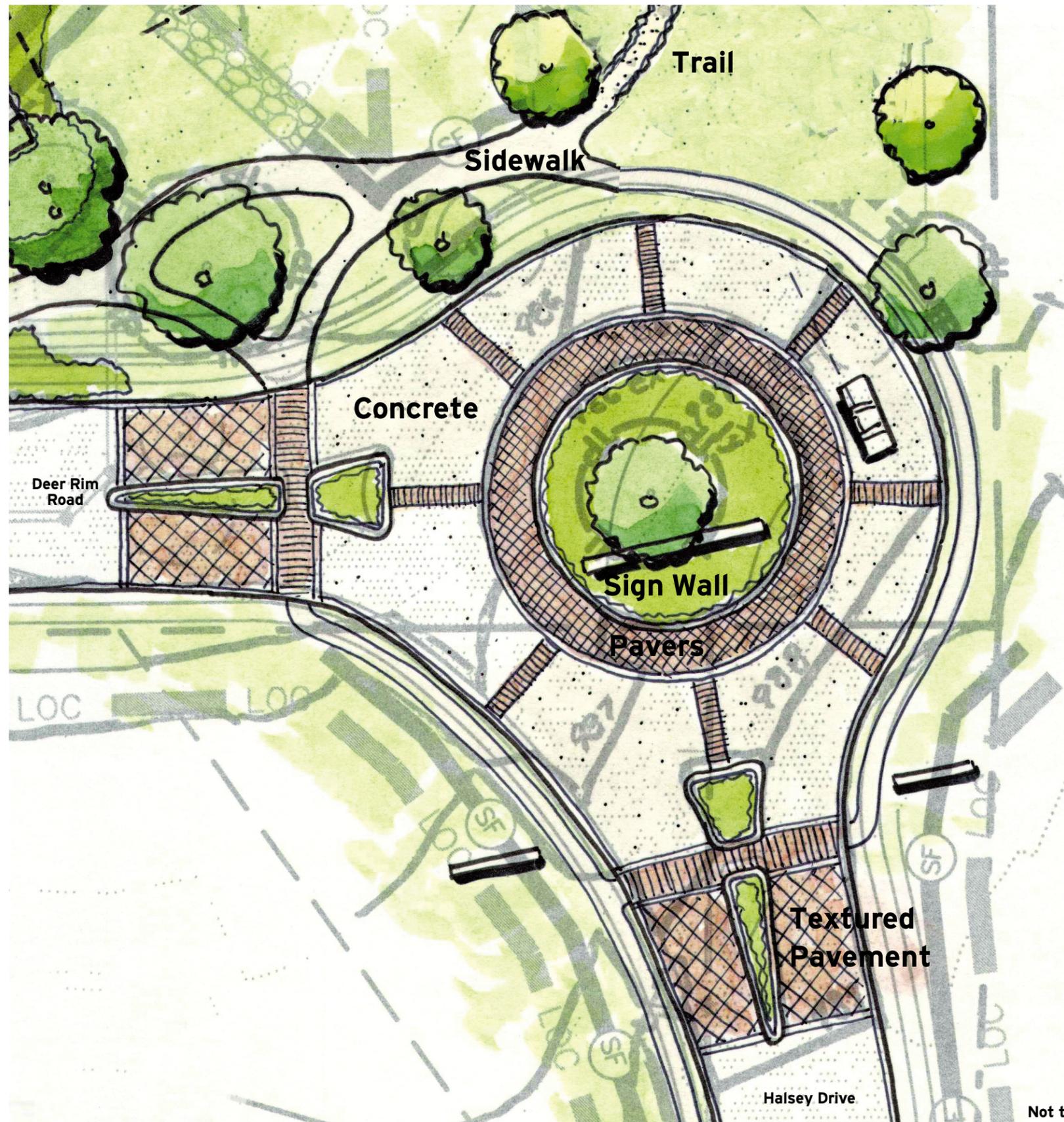
Notary Public - State of Texas

THE STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2016, by _____, _____ of the _____, on behalf of said entity.

Notary Public - State of Texas

**Exhibit B
Deerbrooke Subdivision
License Agreement**



© 2016 Canin Associates, Inc.



DEERBROOKE

**Proposed Round About on Halsey Drive and Deer Rim Road
Leander, Texas**

CANIN ASSOCIATES
urban planning • landscape architecture • architectural design
500 delaney avenue orlando, florida 32801 407.422.4040
January 25, 2016 CA Job No: 215039



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/11/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Esser Hayes Insurance Group 1811 High Grove, Suite 139 Naperville IL 60540	CONTACT NAME: PHONE (A/C No, Ext): 630-355-2077 E-MAIL ADDRESS: service@esserhayes.com	FAX (A/C, No): 630-355-7996
	INSURER(S) AFFORDING COVERAGE	
INSURED Deerbrooke Community Inc. 4807 Spicewood Springs Austin, TX 78759	INSURER A: Cincinnati Casualty Company	NAIC # 28665
	INSURER B: Cincinnati Indemnity Company	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

CERTIFICATE NUMBER: 1677991807

REVISION NUMBER:

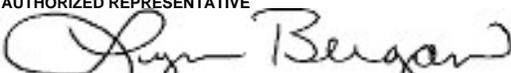
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			ENP0342709	7/31/2015	7/31/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			ENP0342709	7/31/2015	7/31/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			ENP0342709	7/31/2015	7/31/2016	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC1869933	11/12/2015	7/31/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Leander - Planning Department 104 North Brushy Street PO Box 319 Leander TX 78646	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

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SOUTHWEST
LAND SERVICES, INC.

January 21, 2016

Robin M. Griffin, AICP, Senior Planner
City of Leander
200 West Willis Street
Leander, Texas 78641

Re: **Deerbrooke Subdivision
License Agreement**

Dear Mrs. Griffin:

On behalf of CCD Deerbrooke Austin LLC, the owner of the Deerbrooke Subdivision, we are requesting a license agreement from City of Leander to the Deerbrooke Homeowners Association permitting the construction, installation, maintenance and repair of entry monumentation signage and lighting, landscaping and related improvements within existing and proposed City rights-of-ways in and near the referenced subdivision.

Enclosed with this letter, please find: (i) "Exhibit "A" which illustrates the approximate locations which the improvements are proposed to be located; (ii) a completed copy of the License Agreement Application & Checklist; and (iii) a check in the amount of \$250.00 for filing fees.

A certificate of liability insurance from the Deerbrooke Homeowners Association naming the City of Leander as an additional insured will be provided prior to the installation or construction of any improvements within the rights-of-ways.

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

Sincerely,



David Singleton



Executive Summary

May 19, 2016

Council Agenda Subject: Consider Dedication and Acceptance of Subdivision Infrastructure Improvements for **Leander Crossing Phase 1**

Background: The subdivision infrastructure improvements required for Leander Crossing Phase 1 have been installed, inspected, and found to be satisfactorily completed. All documentation required for acceptance of the subdivision has been received, including record drawings, statement of substantial completion prepared by a Professional Engineer licensed in the State of Texas, copies of all inspection reports and certified test results, electronic files of the improvements and final plat, affidavit of all bills paid, and a two-year term Maintenance Bond. The Maintenance Bond will commence its two year term upon City Council acceptance, as anticipated, on **May 19, 2016** which will provide warranty and maintenance coverage for the infrastructure improvements through **May 19, 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

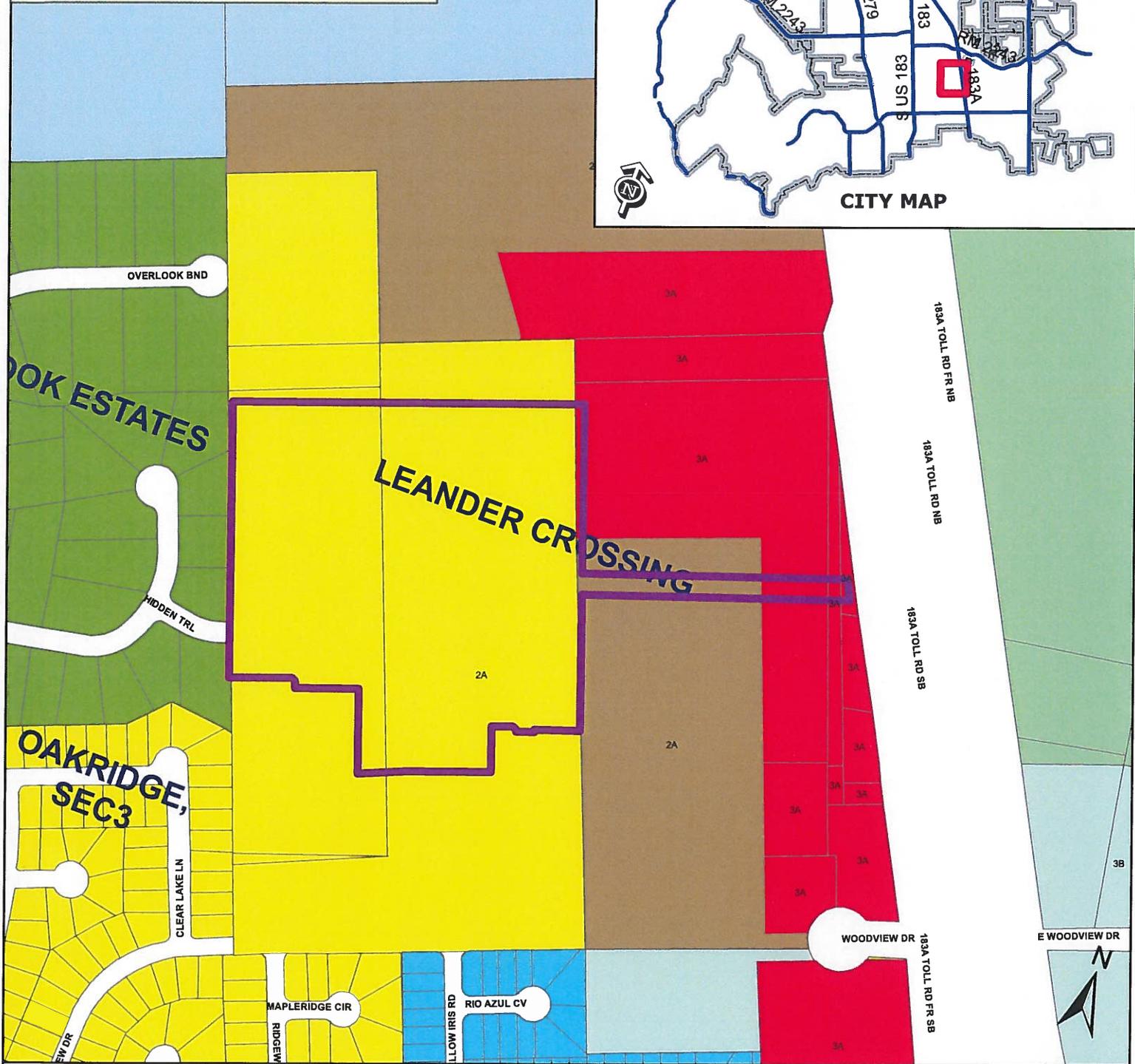
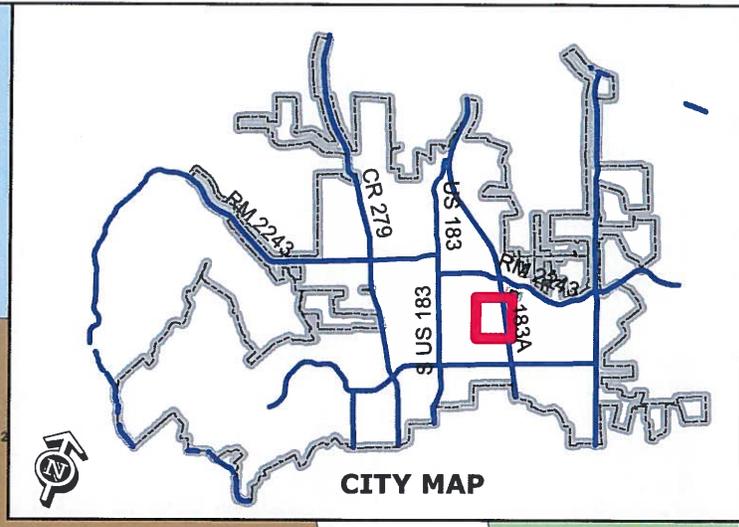
Financial Consideration: N/A

Recommendation: Staff recommends City Council's formal acceptance of the subdivision infrastructure improvements for Leander Crossing Phase 1.

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

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

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.



SUBDIVISION ACCEPTANCE

-  Area for Acceptance
-  City Limits
-  PUD Commercial
-  PUD Mixed Use
-  PUD Multi-Family
-  PUD Single-Family
-  PUD Townhome

Location Map - Leander Crossing Phase 1

- | | | |
|--|--|---|
|  SFR |  SFT |  GC |
|  SFE |  SFU/MH |  HC |
|  SFS |  TF |  HI |
|  SFU |  MF |  PUD |
|  SFC |  LO | |
|  SFL |  LC | |
- 0 400
Feet



O 512.452.0371 : F 512.454.9933

8834 North Capital of Texas Highway, Suite 140
Austin, Texas 78759 : www.grayengineeringinc.com

TBPE 2946

May 4, 2016

Mr. Ryan Mikulenka
Gehan Homes 1, Inc.
3815 S. Capital of Texas Hwy., Ste. 275
Austin, TX 78704

**Re: Leander Crossing Phase 1
Water, Wastewater, Street and Drainage Improvements
Updated Engineer's Concurrence Letter
GEI No. 1583-10795-35**

Dear Mr. Mikulenka:

Please find the attached updated Engineer's Concurrence Letter for Leander Crossing Phase 1 – Water, Wastewater, Street and Drainage Improvements. This Concurrence Letter has been revised to remove all listed items to be corrected per the original Engineer's Concurrence for Project Acceptance, dated January 26, 2016 by Gray Engineering, Inc.

If you have any questions, please do not hesitate to contact me at 512-452-0371.

Sincerely,

GRAY ENGINEERING, INC.

A handwritten signature in cursive script that reads "David W. Peek".

David W. Peek, P.E.
Director of Engineering

DP:ad

Attachment

cc: Mr. Karl Sontag; Cash Construction Co., Inc. (w/encl.)
Ms. Christa Word; Gehan Homes 1, Inc. (w/encl.)
Mr. Nathan Boltz; Gray Engineering, Inc.

May 4, 2016

ENGINEER'S CONCURRENCE
FOR
PROJECT ACCEPTANCE

PROJECT: Leander Crossing Phase 1 – Water, Wastewater, Street and Drainage
Improvements

Owner's Name and Address

Consultant Engineer's Name & Address

Gehan Homes 1, Inc.

Gray Engineering, Inc.

3815 S. Capital of Texas Hwy., Ste. 275

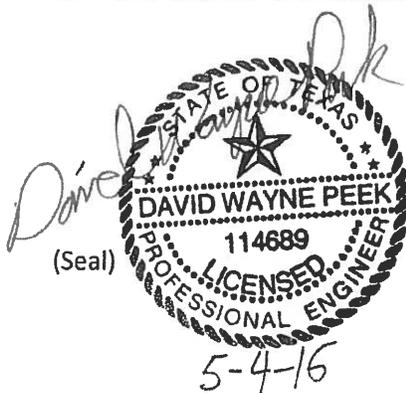
8834 N. Capital of Texas Hwy, Ste. 140

Austin, TX 78704

Austin, Texas 78759

On this day, the undersigned professional engineer, my representative, or I met with representative of the Owner and the Project Contractor and made a visual inspection of the above-referenced project. No discrepancies in approved construction plans or deficiencies in construction were visible or brought to my attention by the parties at the meeting except those listed below. I, therefore, recommend acceptance of this project by the City of Leander and Williamson County, once the following listed items are corrected to the satisfaction of the Engineer.

None.



David Wayne Peek
David Wayne Peek, P.E.

114689
Texas Registration Number

October 13, 2015

Mr. Nathan Boltz

Gray Engineering, Inc.
8834 North Capital of Texas Highway, Suite 140
Austin, Texas 78759-6705

Re: Leander Crossing - Phase 1: **ENTASIS Project No.: 15.1013**
Water/Wastewater, Street & Drainage Improvements - Curb Ramp & Sidewalk Inspection at Intersections of:

- 183-A Toll Road & Merrill Drive;
 - Merrill Drive & Anahuac Drive;
 - Anahuac Drive & McIntosh Road;
 - Bliss Lane & McKavitt Drive;
 - McKavitt Drive & Richardson Lane; and
 - Richardson Lane & Hidden Trail
- Leander, Williamson County 78646

Date of Inspection: 10-13-2015

INSPECTION COMPLETED - NO VIOLATIONS

Dear Mr. Boltz:

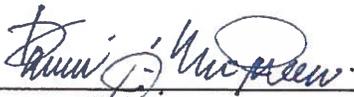
We are pleased to inform you that the referenced facility has been inspected and found to be in substantial compliance with provisions of the *Texas Government Code, Chapter 469*.

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

If you have any questions concerning the results of the inspection, or the requirements of the Architectural Barriers Act, or if you are not the owner of record for the facility, contact David McQueen at (512) 560-9619.

Please reference the ENTASIS project number in all future correspondence pertaining to this project.

Sincerely,



David J. McQueen
Accessibility Specialist

Enclosure(s): Inspection Report

xc: ENTASIS Project File: 15.1013

Field inspections are based on a best efforts endeavor following instruction and previous certification by TDLR, and in no way warrant complete compliance with the 2012 Texas Accessibility Standards. The business, the professional, his employees, and client for whom the inspection is made agrees to hold harmless and indemnify this Accessibility Specialist and TDLR from and against any liability arising from performance of the work.

MAINTENANCE BOND
Subdivision Improvements
Bond No. MNT9178318

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that Cash Construction Company, Inc. as Principal, whose address is P.O. Box 1279, Pflugerville, Texas 78691 and Fidelity and Deposit Company of Maryland, Colonial American Casualty and Surety Company a Corporation organized under the laws of the State of Maryland, and duly authorized to do business in the State of Texas, as Surety, are held and firmly bound unto the City of Leander, Texas as Obligee, in the penal sum of Two Hundred Seventeen Thousand Thirty Nine and 85/100's Dollars (\$217,039.85) 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 Leander Crossing Phase 1 (*insert description of subdivision improvements*) (the "improvements") pursuant to the ordinances of the Obligee, which ordinances are hereby expressly made a part hereof as though the same were written and embodied herein;

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

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

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

subcontractors, and in the case the said Principal shall fail to do so within ten days after being notified, it is agreed that the Obligee may do said work and supply such materials, and charge the same against Principal and Surety on this obligation.

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

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

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

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

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

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 26th day of January, 2016.

Cash Construction Company, Inc.
Principal

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

By: *Joni M. Agui*

By: *David S. Ballew*

Title: *V.P. HR*

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

Address: _____

Address: _____

P.O. Box 1279

1400 American Lane, Tower I, 18th Floor

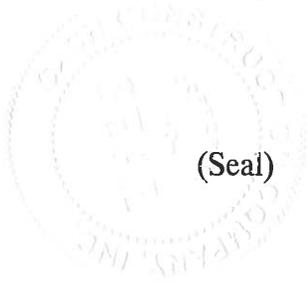
Pflugerville, Texas 78691

Schaumburg, IL 60196-1056

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

Ballew Surety Agency, Inc., David S. Ballew

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



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

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 13th day of January, A.D. 2016.

ATTEST:

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



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

Michael Bond
Vice President
Michael Bond

State of Maryland
County of Baltimore

On this 13th day of January, A.D. 2016, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **MICHAEL BOND, Vice President, and ERIC D. BARNES, 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, deposed 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



Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2019



Fidelity and Deposit Companies

Home Office: 3910 Keswick Road Baltimore, MD 21211

IMPORTANT NOTICE

To obtain information or make a complaint:

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

1-800-654-5155

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

1-800-252-3439

You may write the Texas Department of Insurance:

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

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.

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

STATE OF TEXAS
COUNTY OF

Date: MAY 6, 2016

Developer: GEHAN HOMES
3315 S. CAPITAL OF TX HWY, SUITE 275

Contractor/Material AUSTIN, TX 78704

Provider ("Affiant"): DENSON COMPANY, INC.
300 MERCER STREET
DRAPPING SPRINGS, TX 78620

Project :
LEANDER CROSSING

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 6 day of May, 2016

Initialed: CB

AFFIANT:

Signature: _____

[Handwritten Signature]

Typed Name: _____

TIM UNGER

Title: _____

VICE PRESIDENT

STATE OF TEXAS

COUNTY OF Harris

BEFORE ME the undersigned authority on this day personally appeared Tim Unger, 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.

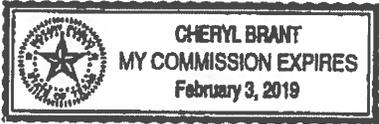
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 6 day of May, 2014

[S E A L]

Cheryl Brant
Notary in and for the State of Texas

Name: Cheryl Brant

My commission expires:



Initialed: CB



O 512.452.0371 : F 512.454.9933
 8834 North Capital of Texas Highway, Suite 140
 Austin, Texas 78759 : www.grayengineeringinc.com
 TBPE 2946

January 29, 2016

Mr. Wayne Watts, P.E.
 City of Leander
 200 W. Willis Street
 Leander, Texas 78646

**RE: Leander Crossing Phase 1
 Water, Street & Drainage Improvements
 GEI No. 1583-10795-35**

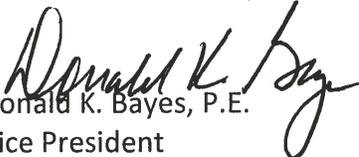
Per the record information from the construction contract, dated March 11, 2015 between Gehan Homes 1, LTD and Cash Construction Co., Inc. for the above referenced Water, Street and Drainage project, the following breakdown represents the Final Cost of the improvements as reflected in the attached Contractor Pay Request No. 11 and Pay Request No. 8 (Final).

Streets	\$746,253.00
Drainage	\$715,892.50
Water	\$310,466.00
Wastewater	\$303,183.50
Erosion & Revegetation	\$32,683.50
Total	\$2,108,478.50

If you have any questions, please do not hesitate to contact me at 452-0371.

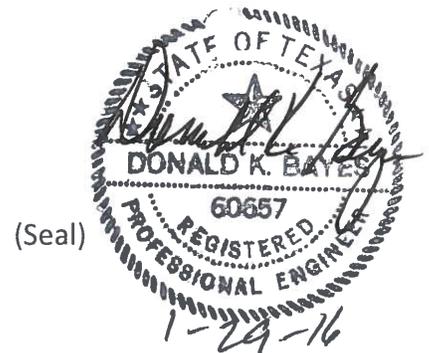
Sincerely,

GRAY ENGINEERING, INC.


 Donald K. Bayes, P.E.
 Vice President

DKB:nb

cc: Mr. Nathan Boltz; Gray Engineering, Inc.





R. W. Engineering

Randolph J. Williford, P.E.

8043 HIGHWAY 164 WEST
MART, TEXAS 76664-5187
(254) 876-2860 Mart Office

rwengineeringcreativesolutions@gmail.com

March 3, 2016

Mr. Wayne Watts, P.E.
200 W. Willis Street
Leander, TX 78646

Re: Leander Crossing Phase 1 – Street Light Improvements

Per the construction contract between Gehan Homes, LTD and Denbow Company, Inc for the above referenced Streetlight Improvements project, the following breakdown represents the Final Cost of the improvements as reflected in the attached Contractor Pay Request No. 8 (Final).

Leander Crossing Ph. 1 Streetlight Improvements -	\$90,973.50
Offsite Streetlight Improvements -	\$21,322.75
Meter Pedestals -	\$7,830.00
Total -	\$120,126.25

If you have any questions, please do not hesitate to call me at 254-876-2860.

Sincerely,

A handwritten signature in blue ink that reads 'Randolph J. Williford'. The signature is written in a cursive style and is positioned above the typed name.

Randolph J. Williford, P.E. # 56316
Principal/President
RW Engineering





Executive Summary

May 19, 2016

Council Agenda Subject: Consider Dedication and Acceptance of Infrastructure Improvements for **Travisso 1 Phase 1 Water Reclamation Plant (WRP), Offsite Lift Station #16 and Reclaimed Water Pump Station**

Background: The subdivision infrastructure improvements required for Travisso 1 Phase 1 WRP & Offsite Lift Station 16 and Reclaimed Water Pump Stations have been installed, inspected, and found to be satisfactorily completed. All documentation required for acceptance of the infrastructure has been received, including record drawings, statement of substantial completion prepared by a Professional Engineer licensed in the State of Texas, copies of all inspection reports and certified test results, electronic files of the improvements and final plat, affidavit of all bills paid, and a two-year term Maintenance Bond. The Maintenance Bond will commence its two year term upon City Council acceptance, as anticipated, on **May 19, 2016** which will provide warranty and maintenance coverage for the infrastructure improvements through **May 19, 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

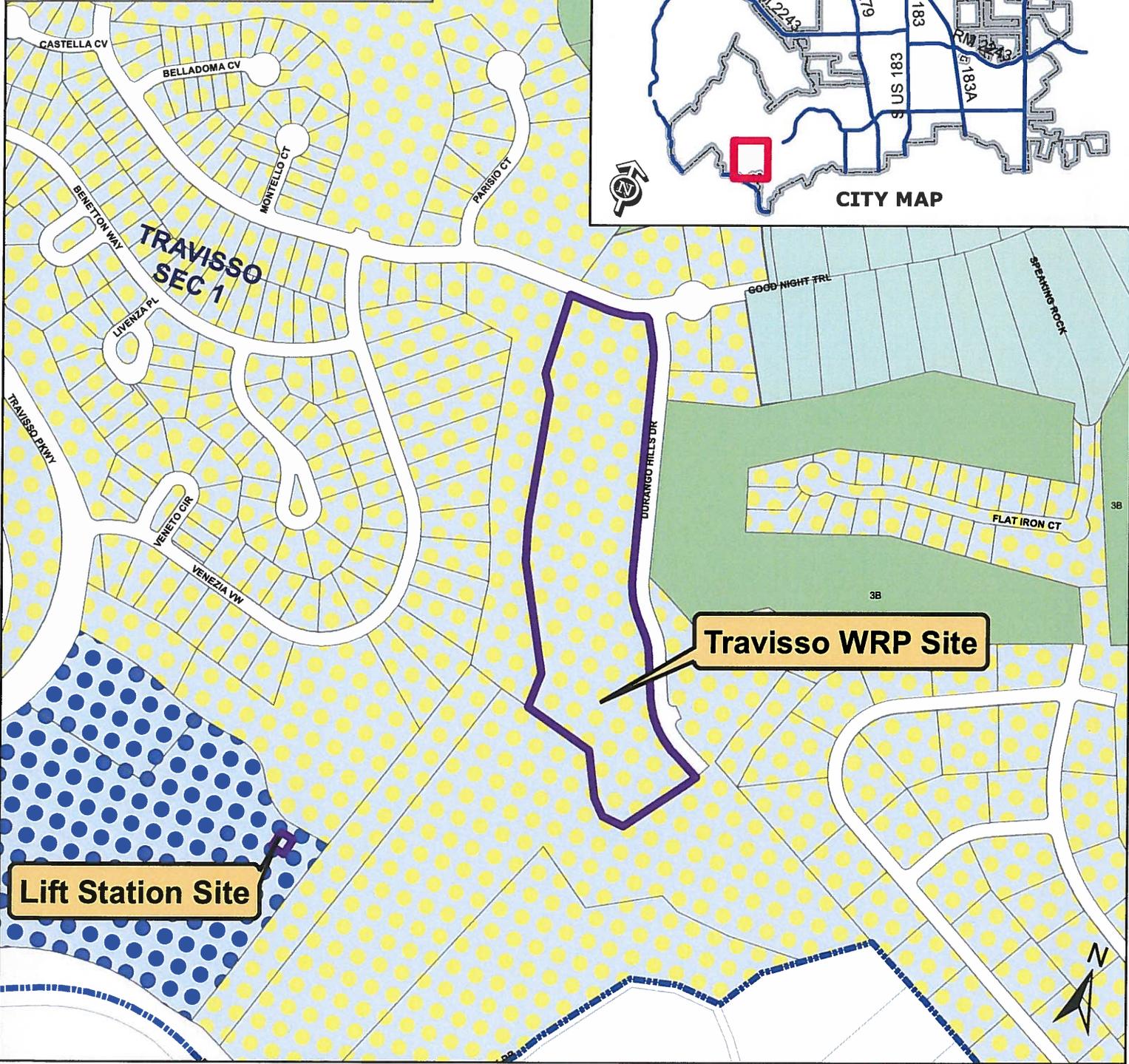
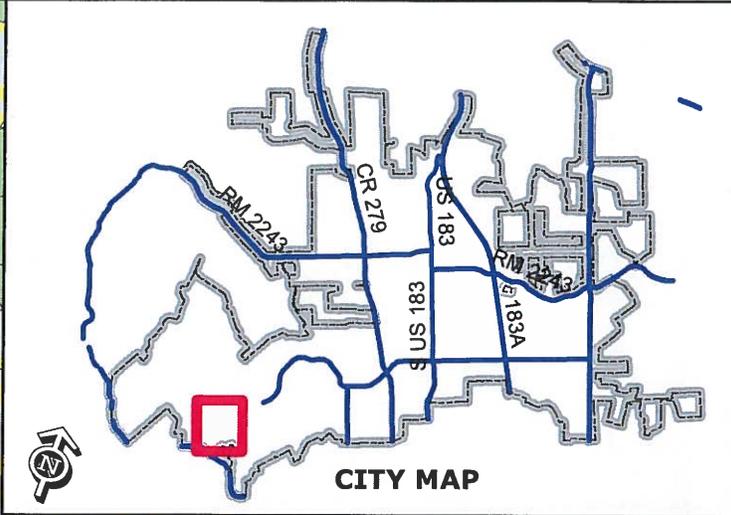
Financial Consideration: N/A

Recommendation: Staff recommends City Council's formal acceptance of the infrastructure improvements for Travisso 1 Phase 1 WRP & Offsite Lift Station 16 and Reclaimed Water Pump Stations.

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

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

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.



SUBDIVISION ACCEPTANCE

Location Map - Travisso WRP and Lift Station

Area for Acceptance	PUD Commercial	SFR	SFT	GC
City Limits	PUD Mixed Use	SFE	SFU/MH	HC
	PUD Multi-Family	SFS	TF	HI
	PUD Single-Family	SFU	MF	PUD
	PUD Townhome	SFC	LO	
		SFL	LC	



JAY ENGINEERING COMPANY, INC.

P.O. Box 1220
Leander, TX 78646

(512) 259-3882
Fax 259-8016

Texas Registered Engineering Firm F-4780

January 25, 2016

Mr. Michael O'Neal, P.E.
City of Leander
P.O. Box 319
Leander, Texas 7864

Re: Travisso Section 1, Phase 1 Water Reclamation Plant, Offsite Lift Station #16 and
Reclaimed Water Pump Station
Wastewater Improvements
Certificate of Engineering Concurrence

Dear Mr. O'Neal:

As the Civil Engineer of Record for the referenced project, I have observed the referenced improvements during construction and conducted a final observation of the project. To the best of my knowledge and belief, the referenced improvements were constructed in general compliance with the approved plans.

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

Sincerely,



Frank T. Phelan, P.E.

FTP/s

PN 193-030-20



MAINTENANCE BOND
Subdivision Improvements

BOND NO. 9007343

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that KEYSTONE CONSTRUCTION, INC. as Principal, whose address is P.O. BOX 90398, AUSTIN, TEXAS 78709 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 SEVEN HUNDRED THIRTY NINE THOUSAND SIX HUNDRED FIFTEEN AND 10/100 Dollars (\$739,615.10) 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 TRAVISSO, SECTION 1, PHASE 1 WATER RECLAMATION PLANT, OFFSITE LIFT STATION #16 AND RECLAIMED WATER PUMP STATION

(insert description of subdivision improvements) (the "improvements") pursuant to the ordinances of the Obligee, which ordinances are hereby expressly made a part hereof as though the same were written and embodied herein;

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

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

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

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

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

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

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

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

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



Texas Important Notice

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Zurich North America's toll-free telephone number for information or to make a complaint at:

1-800-382-2150

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) 490-1007

Web: www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

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

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener información o para presentar una queja:

Usted puede llamar al número de teléfono gratuito de Zurich North America's para obtener información o para presentar una queja al:

1-800-382-2150

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos, o quejas al:

1-800-252-3439

Usted puede escribir al Departamento de Seguros de Texas a:

P.O. Box 149104

Austin, TX 78714-9104

Fax: (512) 490-1007

Sitio web: www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:

Si tiene una disputa relacionada con su prima de seguro o con una reclamación, usted debe comunicarse con la compañía primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas.

ADJUNTE ESTE AVISO A SU PÓLIZA: Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 4TH day of MARCH, 2016.

KEYSTONE CONSTRUCTION, INC.

Principal

By: 

Title: CEO

Address: P.O. BOX 90398

AUSTIN, TX 78709

COLONIAL AMERICAN CASUALTY
AND SURETY COMPANY

Surety

By: 

MARLA HILL

Title: ATTORNEY-IN-FACT

Address: P.O. BOX 54020

LUBBOCK, TX 79453

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

HOWARD COWAN

9810 INDIANA AVE, SUITE 160

LUBBOCK, TEXAS 79423

(Seal)

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 4TH day of MARCH, 20 16



Thomas O. McClellen, Vice President

JAY ENGINEERING COMPANY, INC.

*P.O. Box 1220 (512) 259-3882
Leander, TX 78646 Fax 259-8016*

Texas Registered Engineering Firm F-4780

VIA HAND DELIVERY

March 29, 2016

Ellen Pizalate, Secretary of Planning and Zoning Commission
City of Leander
P.O. Box 319
Leander, Texas 78641

Re: Travisso Section 1, Phase 1 Water Reclamation Plant, Offsite Lift Station #16 and
Reclaimed Water Pump Station (13-PICP-003),
Acceptance of Improvements

Dear Ms. Pizalate:

This letter is provided for compliance with the City of Leander procedures for accepting improvements for the above-referenced subdivision. Please see the enclosed breakdown outlining the total cost of construction for city-accepted improvements at \$7,396,150.92. We have also enclosed the following items per Ordinance requirements.

1. Engineer's Certification
2. Three (3) copies of the Maintenance Bond in the amount of \$739,615.10 (10% of \$7,396,150.92)
3. Three (3) printed copies of the Record Drawings
4. Affidavit of All Bills Paid
5. Inspection Fee Calculations

Total Inspection Fee Paid for both 13-PICP-002 & 13-PICP-003 =	\$ 246,885.18
Inspection Fee Amount for 13-PICP-002 =	<u>(\$ 113,236.36)</u>
Inspection Fee Credit Remaining for 13-PICP-003 =	\$ 133,648.82

Total Contract Amount for 13-PICP-003 (see enclosed pay application) =	\$7,396,150.92
Inspection Fee Amount for 13-PICP-003 =	\$ 258,865.28
Inspection Fee Amount Due for 13-PICP-003 (using available credit) =	\$ 125,216.46
Inspection Fee Payment (attached check no. 22050-00001055) =	\$ 144,444.12
Inspection Fee Credit Remaining for Outstanding Projects =	\$ 19,227.66

6. Digital copies of the Record Drawings in PDF and ACAD formats

Sincerely,

A handwritten signature in blue ink, appearing to read 'Frank T. Phelan', with a stylized flourish at the end.

Frank T. Phelan, P.E.

FTP/s

PN 193-030-20

AFFIANT:

Signature: [Handwritten Signature]
Typed Name: Gary Hapton
Title: CEO

STATE OF TEXAS §
 §
COUNTY OF Travis §

BEFORE ME the undersigned authority on this day personally appeared Gary Hapton, 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 1st day of May 2016

[SEAL]



[Handwritten Signature]
Notary in and for the State of Texas

Name: Lezlee Harris

My commission expires:
06/04/2018

Initialed: [Handwritten Initials]



Executive Summary

May 19, 2016

Agenda Subject: Zoning Case 15-Z-033: Hold a public hearing and consider action on the rezoning of two parcels located at generally located at the northwest corner of the future intersection of Lakeline Blvd and San Gabriel Pkwy; for 119.932 acres more or less; legally described as 119.932 acres out of the Charles Cochran Survey Abstract No. 134 Williamson County, Texas, WCAD Parcels R031730 and R473812. Currently, the property is zoned Interim SFR-1-B (Single Family Rural). The applicant is proposing to zone the property SFR-2-A (Single-Family Rural), LC-2-B (Local Commercial), LO-2-B (Local Office) and SFT-2-B (Single-Family Townhouse); Leander, Williamson County, Texas.

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

Origination: Applicant: Danny Martin, P.E. on behalf of J.L. Development, Inc. / John Lloyd

Financial Consideration: None

Recommendation: See Planning Analysis. The Planning & Zoning Commission unanimously recommended approval of staff recommendation of SFR-2-A (Single-Family Rural), SFT-2-B (Single-Family Townhome), LO-2-A (Local Office), and LC-2-A (Local Commercial) at the May 12, 2016 meeting.

Attachments:

1. Planning Analysis
2. Current Zoning Map
3. Future Land Use Map
4. Notification Map
5. Proposed Zoning Map
6. Aerial Map
7. Letter of Intent
8. Ordinance
9. Minutes-Planning & Zoning Commission May 12, 2016

Prepared By: Tom Yantis, AICP
Assistant City Manager

05/13/2016



PLANNING ANALYSIS

ZONING CASE 15-Z-033
GREATWOOD SOUTH

GENERAL INFORMATION

- Owner:** J.L. Development, Inc. / John Lloyd
- Current Zoning:** Interim SFR-1-B (Single-Family Rural)
- Proposed Zoning:** SFR-2-A (Single Family Rural)
LO-2-B (Local Office)
LC-2-B (Local Commercial)
SFT-2-B (Single Family Townhouse)
- Size and Location:** The property is generally located at the northwest corner of the future intersection of Lakeline Blvd and San Gabriel Pkwy and includes 119.923 acres more or less.
- 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-2-B	Single-Family Homes under construction (Greatwood Subdivision)
EAST	Interim SFR-1-B	Vacant Land
SOUTH	OCL	Vacant Land
WEST	Interim SFR-1-B OCL	Vacant Land

COMPOSITE ZONING ORDINANCE INTENT STATEMENTS

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

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

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

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.

LO – LOCAL OFFICE:

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

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

LC – LOCAL COMMERCIAL:

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

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

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.

TYPE B:

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

Intent:

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

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

COMPREHENSIVE PLAN STATEMENTS:

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

- Provide a balanced mix of complementary uses that support a strong and diverse tax base.
- Create strong neighborhoods with a variety of housing choices.
- The purpose of the Mixed Use Corridor Designation is to allow for areas along arterials to be developed to preserve the integrity of the corridor and maintain mobility. Typical uses include a variety of residential types, such as small-lot single-family, townhomes, duplexes and quadplexes, civic and institutional uses (schools and places of worship) and small professional offices that complement residential development. Limited neighborhood-serving commercial uses and higher-density residential are appropriate at intersections.

ANALYSIS:

This zoning case was presented to the Planning & Zoning Commission at the March 24, 2016 meeting and City Council at the April 7, 2016 meeting. Due to a notification error, a new public hearing is required.

The applicant's property is zoned Interim SFR-1-B and they are requesting to rezone approximately 119.932 acres of property to SFR-2-A (Single Family Rural), SFT-2-B (Single Family Townhouse), LO-2-B (Local Office) and LC-2-B (Local Commercial). This property was subject to an involuntary annexation and was annexed on April 21st, 2016.

The Future Land Use Plan illustrates the larger northern portion of the property to be identified as Neighborhood Residential, along with the southern property boundary being located within a Mixed-Use Corridor land use category. The Neighborhood Residential land use component 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 (or future availability) of water and sewer infrastructure, the road network, proximity to neighborhood and community centers, and the location of future schools and park sites.

The applicant's request for SFR-2-A zoning is permissible within the Neighborhood Residential land use of the Comprehensive Plan. However, this classification calls to specifically evaluate the topography of the land among other aforementioned characteristics when determining the appropriate density for residential development. The intent statement of the SFR district calls for the development of detached dwellings on lots of one acre or larger in size and for other complimentary uses that are compatible with very low density residential development. The

applicant's subject property is suited for higher density residential development, as it is bounded by the future extensions of high class thoroughfare, such as Lakeline Blvd. and San Gabriel Pkwy. The topography is relatively flat and would not prohibit challenges to developing the property at a higher density.

The requested SFT-2-B, LO-2-B, and LC-2-B districts are located within a Mixed-Use Corridor land use category as identified on the Future Land Use Map. The purpose of the Mixed Use Corridor Designation is to allow for areas along arterials to be developed to preserve the integrity of the corridor and maintain mobility. The Comprehensive Plan specifically notes that a variety of residential types, such as small-lot single family, townhomes, duplexes and quadplexes are compatible within this type of corridor. Additionally, this corridor permits the use of limited neighborhood-serving commercial uses and higher-density residential at appropriate intersections. Small professional offices that compliment residential development are permitted along the corridor.

The intent statements for the SFT, LO, and LC use components of the Composite Zoning Ordinance all speak to serving and providing a buffer between larger lot neighborhoods and ore intensive uses such as multi-family, commercial, or arterial roadways. The placement of these districts within Mixed-Use Corridor satisfies the intent of the Comprehensive Plan and is located appropriately within the designated corridor.

The Type 2 Site Component that is paired with all of the requested use components in the applicant's request is compatible with the intent statements of the Composite Zoning Ordinance. This site component is intended for non-residential developments that are adjacent to a residential district or other more restrictive district. The requested LO, LC, and SFT Use Components are adjacent to the more restrictive requested SFR-2-A district to the north.

The Type 2 Site Component would apply the following limitations on the requested LO-2-B and LC-2-B portions of the property:

Type 2 Site Component	
Outdoor Display and Storage	No
Outdoor Entertainment Venues	No
Drive-thru service lane	Yes
Outdoor fuel sales	No
Overhead Commercial Service Doors	No

The Type 2 Site Component is the standard component paired with the majority of residential districts and meets the intent statements of the Composite Zoning Ordinance.

The Type A Architectural Component is intended to be utilized for high quality development 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. It is intended to be used for single-family development that backs up to, or sides to, major thoroughfares. 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. The Type A Architectural Component is appropriately paired with the SFR Use Component requested by the applicant. However, the Type B Architectural Component requested for the LO and LC Use Components is not compatible with the method applied in the applicant's request. As noted in the intent statements for the Type A Architectural Component, it is to be applied when a less restrictive land use is adjacent to a more restrictive land use.

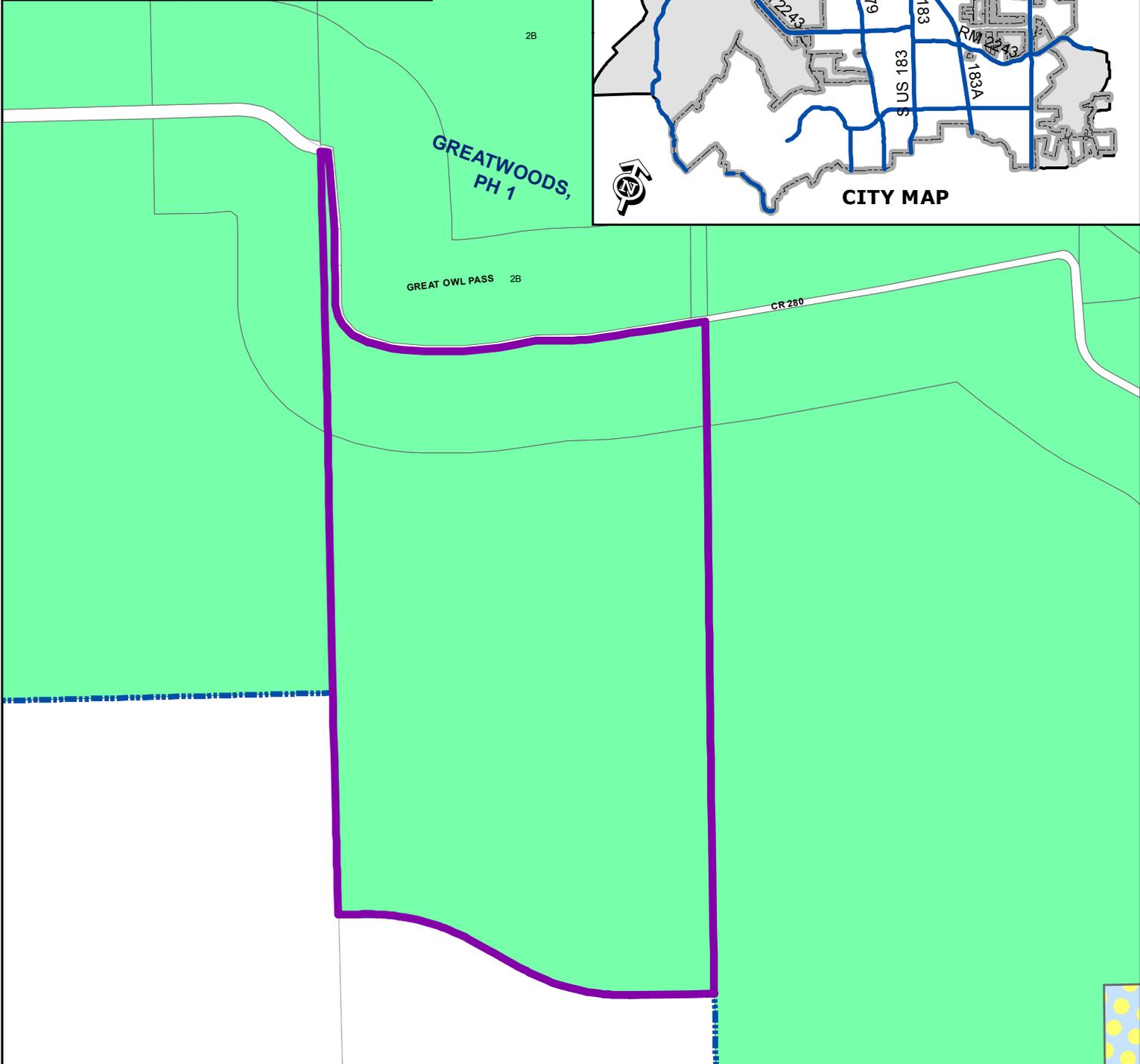
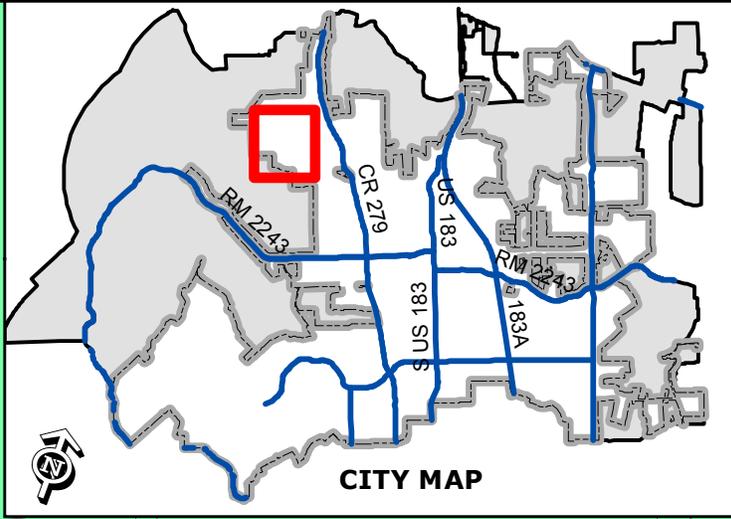
The Type B Architectural Component requires 85% masonry on the first story of buildings and 50% masonry on each additional story. This component requires four architectural features for street facing facades. The Type A Architectural Component requires 85% masonry on all stories with a minimum of 5 architectural design features on street facing elevations.

STAFF RECOMMENDATION:

Staff recommends approval of SFR-2-A, SFT-2-B, LO-2-A, and LC-2-A districts. The Type A Architectural Component is being applied to the LO and LC Use Components since they are adjacent to a more restrictive land use. The applicant's request is in partial compliance with the Comprehensive Plan; as it allows for the Mixed Use Corridor to be developed as intended by the plan while allowing the remaining portion of the applicant's property to be developed without the future extension of sewer service being provided as identified in the City's Wastewater Master Plan.

The Planning & Zoning Commission unanimously recommended approval of SFR-2-A (Single-Family Rural), SFT-2-A (Single-Family Townhouse), LO-2-A (Local Office), LC-2-A (Local Commercial) at the March 24, 2016 meeting. The City Council approved the Planning & Zoning Commission recommendation at the April 7, 2016 meeting.

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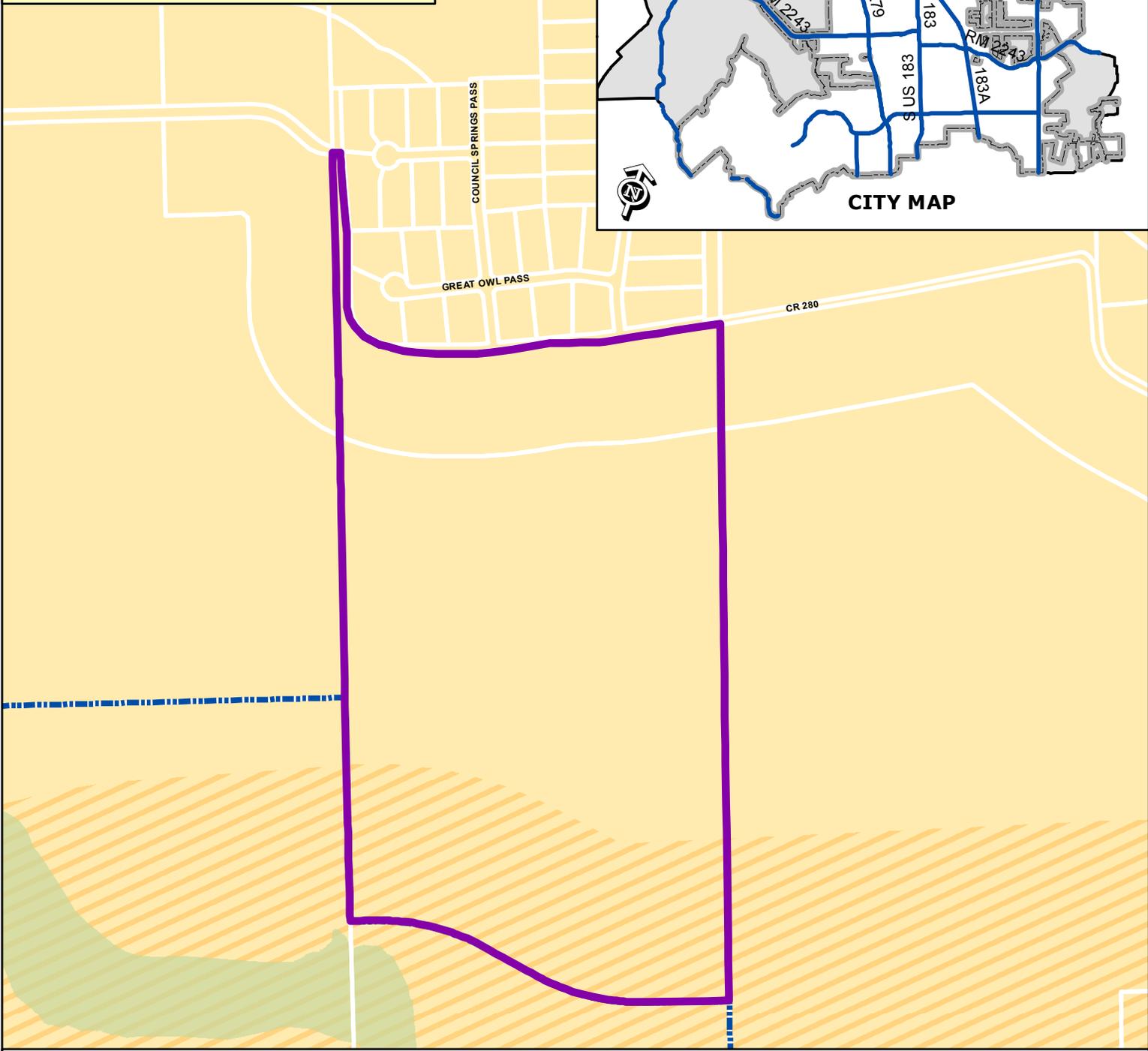
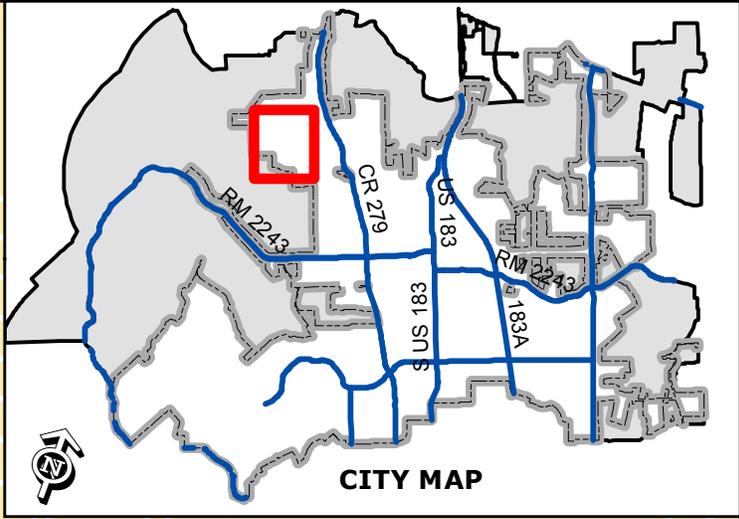
ZONING CASE 15-Z-033 Attachment #2

Current Zoning Map - Greatwood South

 Subject Property	 SFR	 SFL	 LO	 PUD - Commercial
 City Limits	 SFE	 SFT	 LC	 PUD - Mixed Use
	 SFS	 SFU/MH	 GC	 PUD - Multi-Family
	 SFU	 TF	 HC	 PUD - Townhomes
	 SFC	 MF	 HI	 PUD - Single-Family



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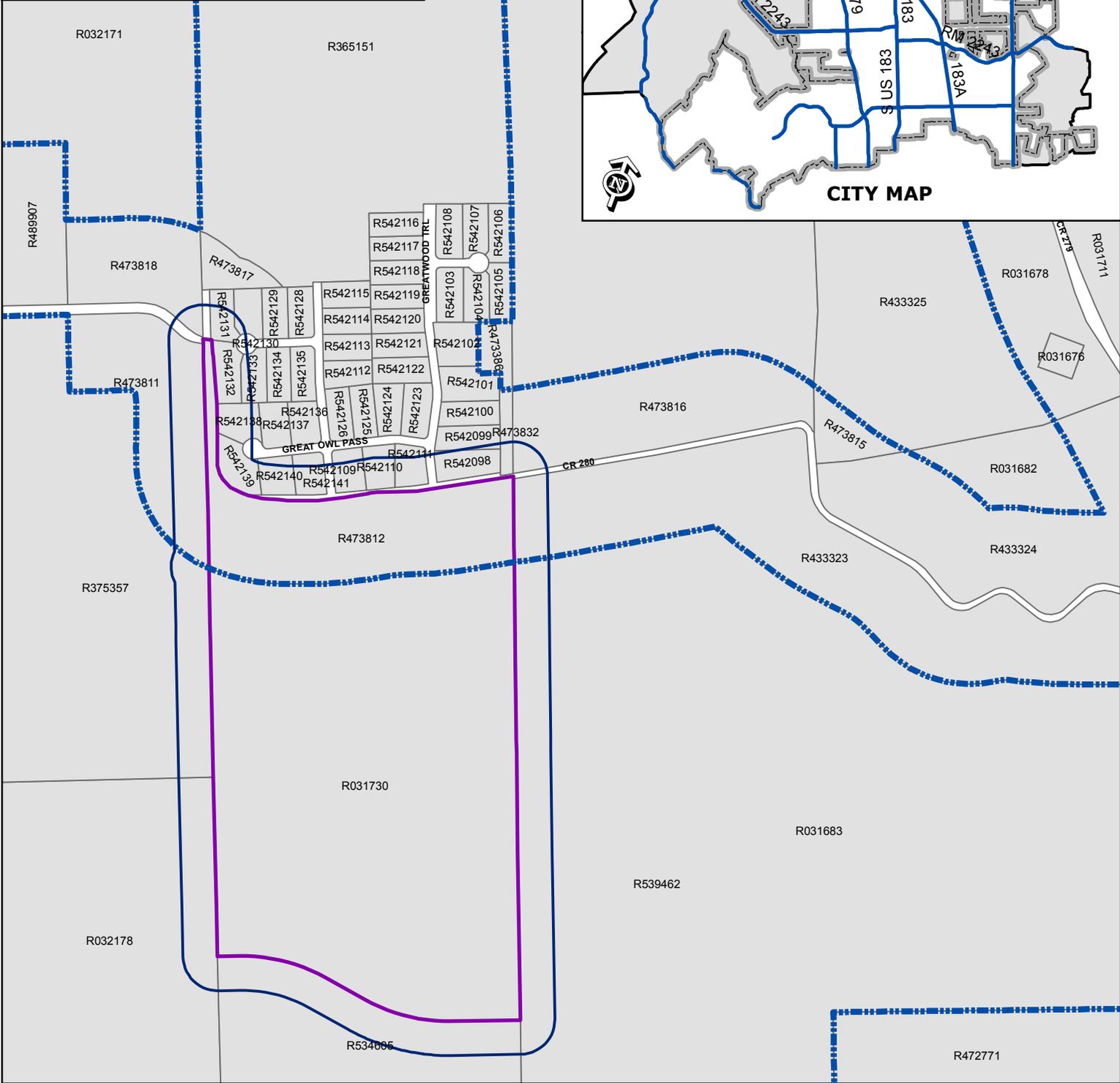
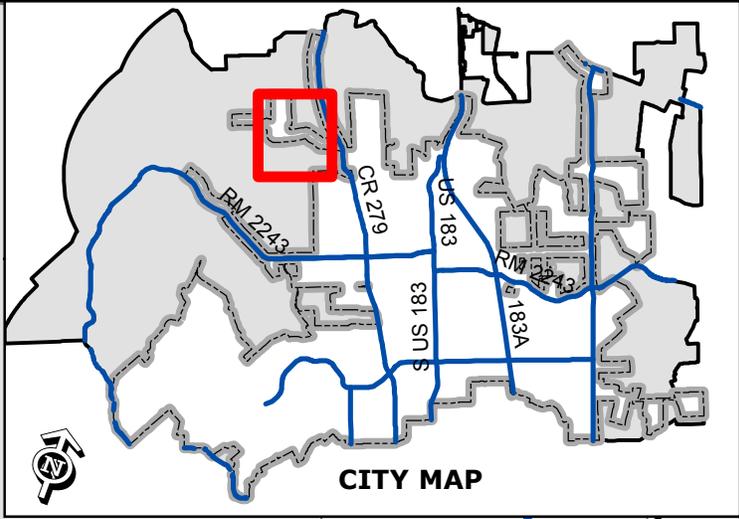
ZONING CASE 15-Z-033 Attachment #3 Future Land Use Map - Greatwood South

 Subject Property	 Commercial Corridor	 Transit Supportive Mixed Use
 City Limits	 Neighborhood Center	 Station Area Mixed Use
 Open Space	 Community Center	 Old Town Mixed Use
 Mixed Use Corridor	 Activity Center	 Employment Mixed Use
	 Industrial District	
	 Neighborhood Residential	





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ZONING CASE 15-Z-033

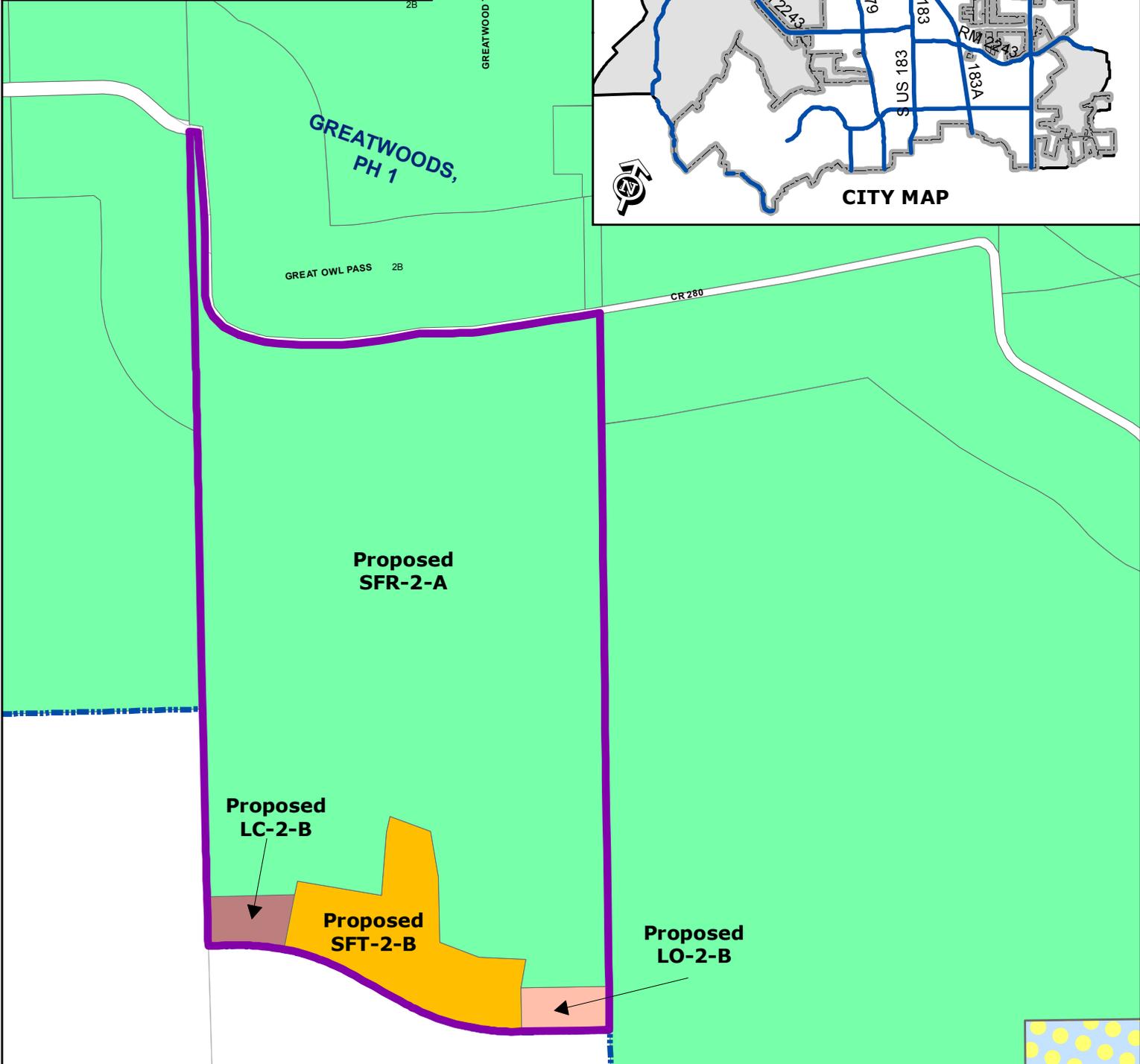
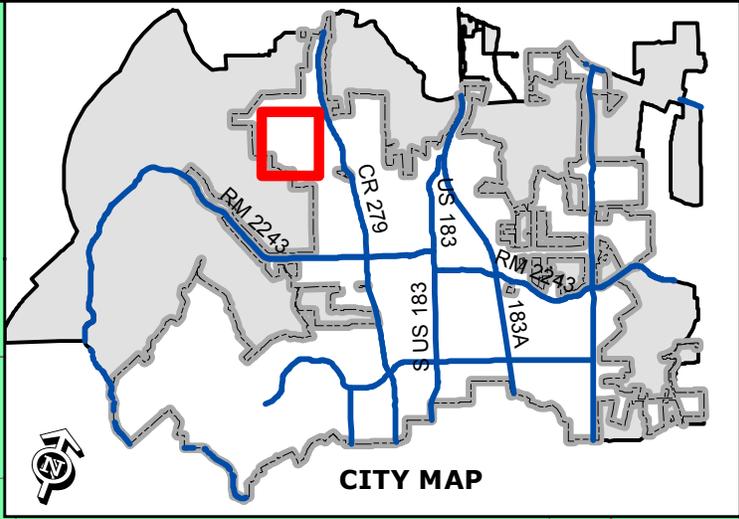
Attachment # 4

Notification Map
Greatwood South

-  Subject Property
-  Public Notification Boundary
-  City Limits
-  WCAD Parcels



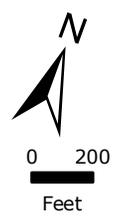
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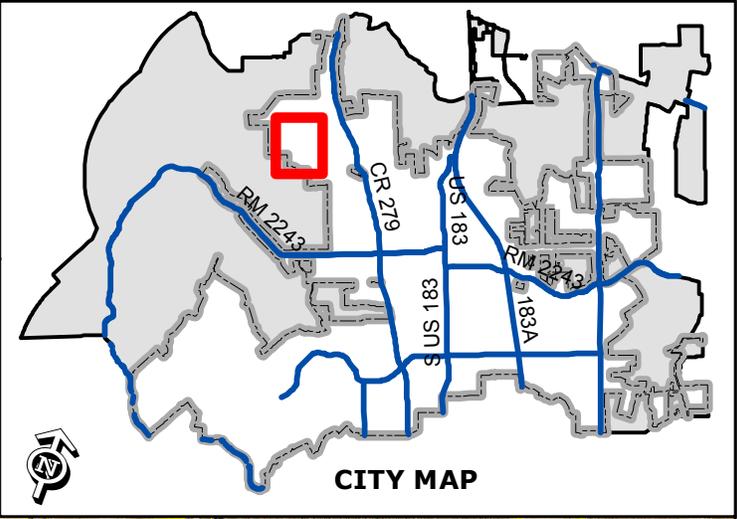
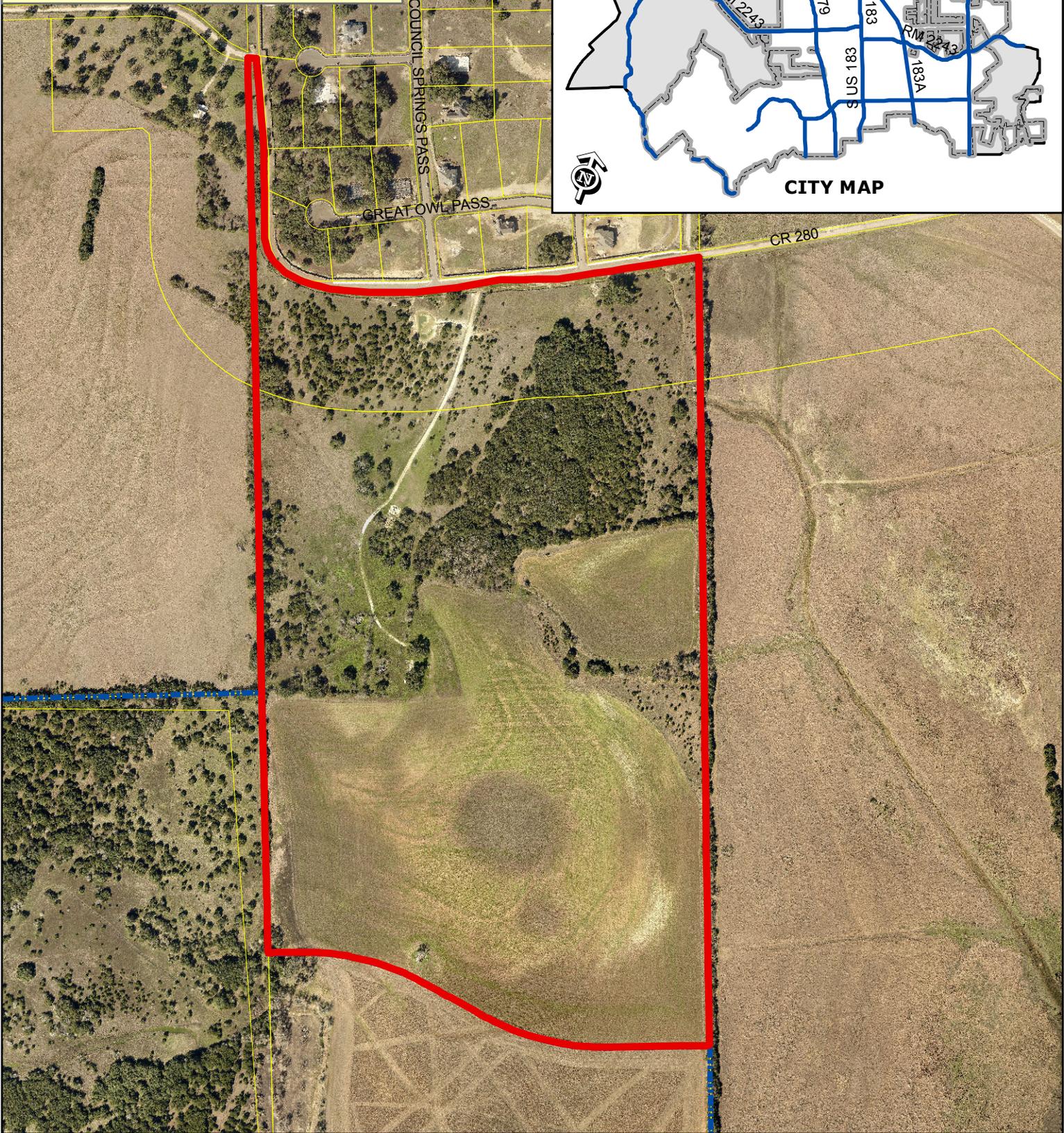
ZONING CASE 15-Z-033 Attachment #5

Proposed Zoning Map - Greatwood South

 Subject Property	 SFR	 SFL	 LO	 PUD - Commercial
 City Limits	 SFE	 SFT	 LC	 PUD - Mixed Use
	 SFS	 SFU/MH	 GC	 PUD - Multi-Family
	 SFU	 TF	 HC	 PUD - Townhomes
	 SFC	 MF	 HI	 PUD - Single-Family



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ZONING CASE 15-Z-033 Attachment #6

Aerial Exhibit - Approximate Boundaries
Greatwood South



-  Subject Property
-  City Limits



CIVIL ENGINEERING * DEVELOPMENT CONSULTING * PROJECT MANAGEMENT

29 October 2015

Ms. Robin Griffin
Senior Planner
Planning Department City of Leander
104 North Brushy Street
Leander, Texas 78646

Re: Greatwood South Subdivision
Zoning Change
MWI Project No. 14-035

Dear Ms. Griffin:

Malone/Wheeler, Inc. as engineer and agent for J L Development, Inc. the Owner and Developer of Greatwood South Subdivision are submitting herewith a Zoning Change.

We are also submitting applications for Concept Plan, Voluntary Annexation and for a Development Agreement.

Greatwood South Subdivision is proposing 81 one acre lots requiring SFR-2-A zoning on 84.84 acres, one lot requiring LO-2-B zoning on 1.12 acres, one lot requiring LC-2-B zoning on 1.12 acres and SFT-2-B zoning district on 8.43 acres.

County Road 280 provides access to the subdivision.

The City of Leander has a 24 inch water main in County Road 280 that will provide water service. The future extension of the City of Leander's wastewater system will provide wastewater service to the LO-2-B, LC-2-B and SFT-2-B uses while private individual onsite septic systems will provide wastewater service to the SFR-2-A use.

Please let us know if you need any additional information. A copy of the Greatwood South Concept Plan is attached hereto.

Sincerely,

A handwritten signature in blue ink that reads "Danny R. Martin".

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

Attachments

cc: John S. Lloyd, J L Development, Inc.

ORDINANCE NO #

ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING TWO PARCELS FROM INTERIM SFR-1-B (SINGLE-FAMILY RURAL) TO SFR-2-A (SINGLE-FAMILY RURAL), LC-2-B (LOCAL COMMERCIAL), LO-2-B (LOCAL OFFICE) AND SFT-2-B (SINGLE-FAMILY TOWNHOUSE); 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 being 119.932 acres, more or less, located in Leander, Williamson County, Texas, being more particularly described in Exhibits "A" and "B", generally located at the northwest corner of the future intersection of Lakeline Blvd and San Gabriel Pkwy; Williamson County, Texas; more particularly described in instrument number 2014094507 recorded in the Williamson County Official Public Records; identified by Williamson County tax identification number R031730 and R473812.

Section 4. Property Rezoned. The Zoning Ordinance is hereby amended by changing the zoning district for the Property from Interim SFR-1-B (Single-Family Rural) to SFR-2-A (Single-Family Rural), LC-2-B (Local Commercial), LO-2-B (Local Office) and SFT-2-B (Single-Family Townhouse) as shown in Exhibits "A" and "B".

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

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

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

PASSED AND APPROVED on First Reading this the 19th day of May, 2016.
FINALLY PASSED AND APPROVED on this the 2nd day of June, 2016.

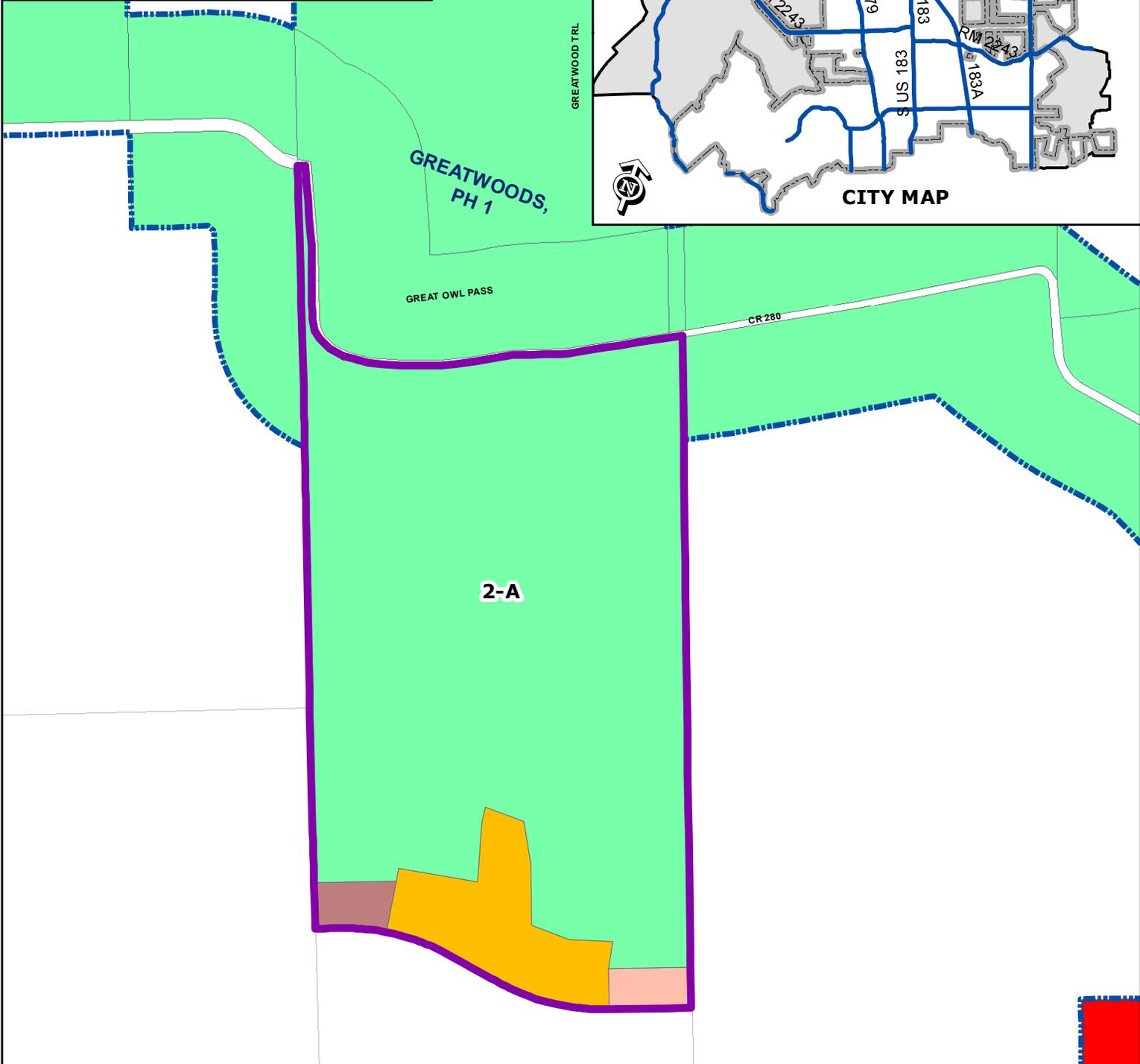
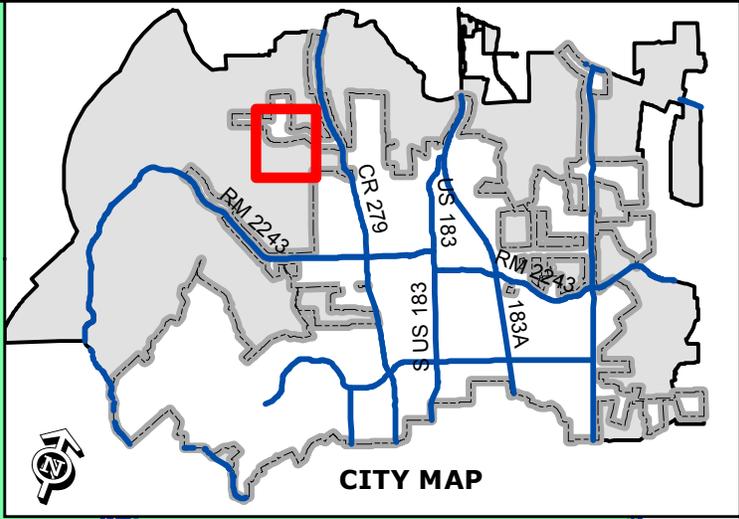
THE CITY OF LEANDER, TEXAS

ATTEST:

Christopher Fielder, Mayor

Debbie Haile, City Secretary

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ZONING CASE 15-Z-033 Exhibit B

Zoning Map - Greatwood South

 Subject Property	 SFR	 SFL	 LO	 PUD - Commercial
 City Limits	 SFE	 SFT	 LC	 PUD - Mixed Use
	 SFS	 SFU/MH	 GC	 PUD - Multi-Family
	 SFU	 TF	 HC	 PUD - Townhomes
	 SFC	 MF	 HI	 PUD - Single-Family



Consent Agenda

7. Subdivision Case 15-SFP-019: Consider action on the Holloway Addition Short Form Final Plat for 9.603 acres more or less; WCAD Parcels R031343 and R473478; generally located 435 ft to the west of northwest corner of the intersection of Ronald Reagan Blvd and E. Crystal Falls Pkwy; Leander, Williamson County, Texas. Applicant/Agent: Keith Stewart on behalf of James L & Linda Holloway

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

Public Hearing

8. **Zoning Case 15-Z-033**: Hold a public hearing and consider action on the rezoning of two parcels generally located at the northwest corner of the future intersection of Lakeline Blvd and San Gabriel Pkwy; for 119.932 acres more or less; legally described as 119.932 acres out of the Charles Cochran Survey Abstract No. 134 Williamson County, Texas, WCAD Parcels R031730 and R473812. Currently, the property is zoned Interim SFR-1-B (Single Family Rural). The applicant is proposing to zone the property SFR-2-A (Single-Family Rural), LC-2-B (Local Commercial), LO-2-B (Local Office) and SFT-2-B (Single-Family Townhouse); Leander, Williamson County, Texas. Applicant: Danny R. Martin on behalf of J.L. Development, Inc.

a) Staff Presentation

Robin Griffin, Senior Planner, discussed the proposed zoning request.

b) Applicant Presentation

Gregg Andrulis was present for questions.

c) Open Public Hearing

**Chair Sokol opened the public hearing
No one wished to speak.**

d) Close Public Hearing

Chair Sokol closed the public hearing.

e) Discussion

Discussion took place.

f) Consider Action

Commissioner Anderson moved to approve the zoning request with staff recommendation of SFR-2-A (Single-Family Rural), SFT-2-B (Single-Family Townhome), LO-2-A (Local Office), and LC-2-A (Local Commercial). Commissioner Schwendemann seconded the motion. Motion passed unanimously.



Executive Summary

May 19, 2016

Agenda Subject: Zoning Case 16-Z-007: Hold a public hearing and consider action on the rezoning of several parcels of land generally located to the west of the intersection of CR 279 and Live Oak; 76.89 acres more or less; WCAD Parcels R022926, R022924, R473840, R022925, and R473841. Currently, the property is zoned interim SFR-1-B (Single-Family Rural). The applicant is proposing to zone the property to SFR-2-B (Single-Family Rural), Leander, Williamson County, Texas.

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

Origination: Applicant: San Gabriel Whitt Ranch, LLC (Davy Roberts).

Financial Consideration: None

Recommendation: See Planning Analysis. A motion was made to approve the SFR-2-B (Single-Family Rural) for the portion of the property located outside the Mixed Use Corridor. This motion failed with a 2 to 4 vote. The Planning & Zoning Commission recommended approval of SFR-2-B (Single-Family Rural) with a 4 to 2 vote (Commissioners Schwendenmann and Hines opposing) at the May 12, 2016 meeting.

Attachments:

1. Planning Analysis
2. Current Zoning Map
3. Future Land Use Map
4. Notification Map
5. Proposed Zoning Map
6. Aerial Map
7. Letter of Intent
8. Ordinance
9. Minutes-Planning & Zoning Commission May 12, 2016

Prepared By: Tom Yantis, AICP
Assistant City Manager

05/13/2016



PLANNING ANALYSIS

ZONING CASE 16-Z-007
San Gabriel Whitt Ranch

GENERAL INFORMATION

Owner: San Gabriel Whitt Ranch, LLC: Davy Roberts

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

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

Size and Location: The property is generally located west of the intersection of Live Oak Rd and CR 279, on the west side of CR 279 for 76.89 acres more or less.

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 Property
EAST	Interim SFR-1-B	Established Single Family Neighborhood (Live Oak Ranch)
SOUTH	Interim SFS-2-B	Established Single Family Homes (Bagdad Estates) and vacant property
WEST	OCL	Vacant Property

COMPOSITE ZONING ORDINANCE INTENT STATEMENTS

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

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

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

SITE COMPONENT:**TYPE 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 COMPONENTS:**TYPE B:**

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

Intent:

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

COMPREHENSIVE PLAN STATEMENTS:

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

- Provide a balanced mix of complementary uses that support a strong and diverse tax base.
- Encourage a range of housing types at a variety of price points.
- Create strong neighborhoods with a variety of housing choices.
- Consider both the land use pattern and roadway design in the development and redevelopment of corridors.

LAND USE POLICIES

NEIGHBORHOOD RESIDENTIAL

- 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.

CORRIDORS

MIXED USE CORRIDOR

Areas along arterials between Centers that have available land should be developed to preserve the integrity of the corridor and maintain mobility. Typical uses within this corridor include a variety of residential types, such as small-lot single-family, townhomes, duplexes and quadplexes, civic and institutional uses (schools and places of worship) and small professional offices that complement residential development. Limited neighborhood-serving commercial uses and higher-density residential are appropriate at intersections.

ANALYSIS:

This zoning case was scheduled to be reviewed by the Planning & Zoning Commission at the April 14, 2016 meeting. The applicant requested that the zoning application was postponed to a later date.

The applicant is requesting to rezone the property from Interim SFR-1-B (Single-Family Rural) to SFR-2-B (Single-Family Rural). The properties to the north and west are vacant, and the properties to the east and south are established single family homes of the Live Oak Ranch and Bagdad Estates Subdivisions. The western portion of this property was annexed into the City Limits on April 21, 2016.

The use component of SFR only permits residential on one acre or large lots and a few compatible nonresidential uses, such as community centers, group family homes, places of worship, libraries, and schools. The purpose of this component is to provide regulations to preserve rural character and maintain and protect the City's single-family residences and neighborhoods in an area with larger lot sizes.

The applicant's proposed Type 2 site component is the standard site component paired with the City's residential districts. It regulates the size of accessory buildings and structures provided on the property, and the size of accessory dwellings (with a minimum of 400 sq. ft of living area and a maximum of either 900 sq. ft or 40% of the gross floor area of the primary building; whichever is greater).

The Type B architectural component requested by the applicant requires 85% masonry on the first story and 50% masonry on each additional story thereafter. The remaining materials of the building may either be comprised of cementitious-fiber planking (not panels) or solid wood planking. This component requires four architectural features for all street facing facades and restricts the building height to a maximum of 35 ft.

This property is located in the Neighborhood Residential and Mixed Use Corridor land use classifications as identified in the City's Comprehensive Plan. The Neighborhood Residential classification seeks to accommodate a variety of housing types based on several suitability factors including availability and future availability of water and wastewater infrastructure, topography, floodplain, the proximity of the property to Neighborhood and Community Centers, and existing or planned parks and schools. The Mixed Use Corridor areas along arterials seek to preserve the integrity of the corridor and to maintain mobility. A variety of small lot residential types, civic and institutional uses, and small professional offices that complement residential development are permitted within the corridor.

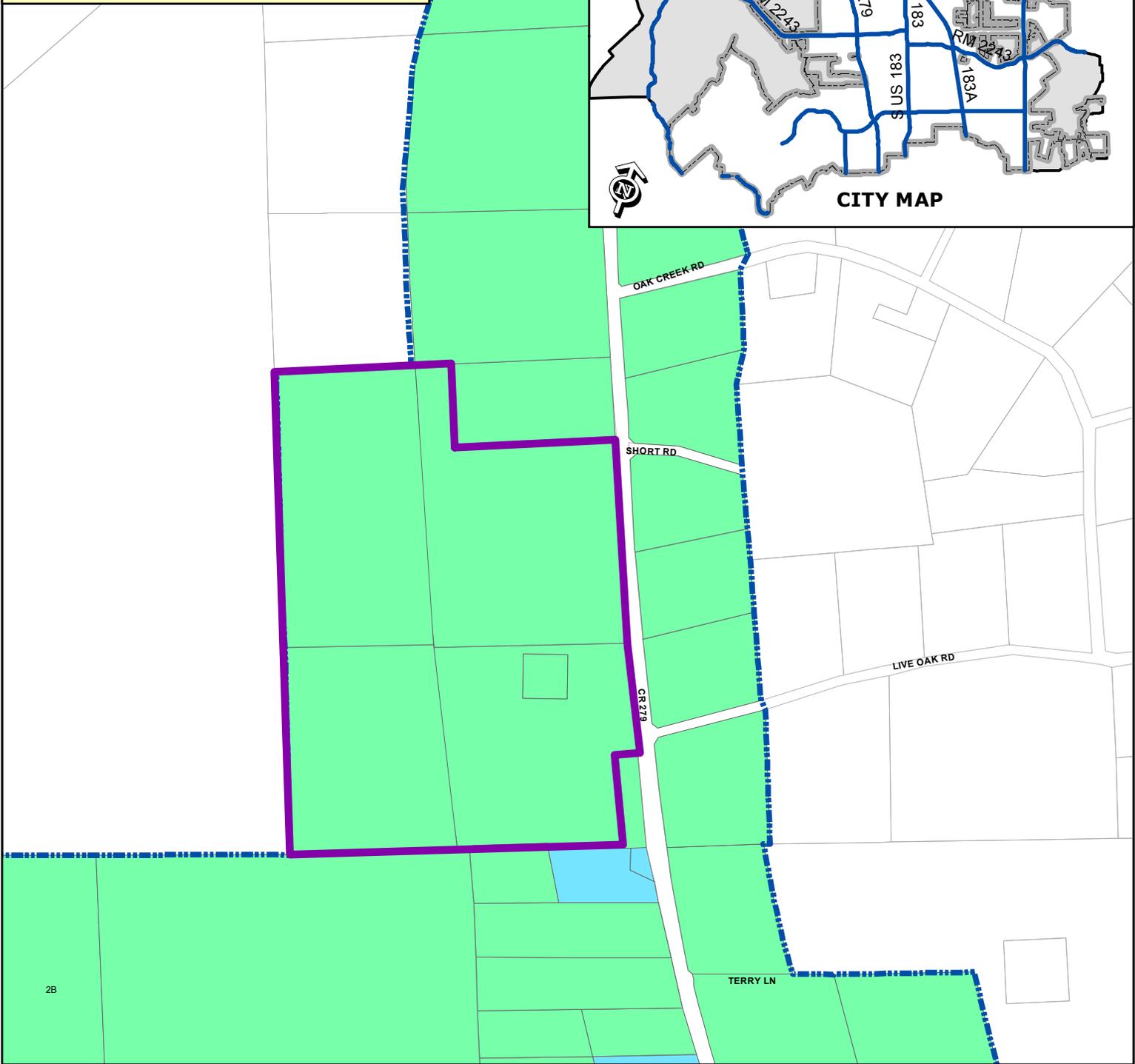
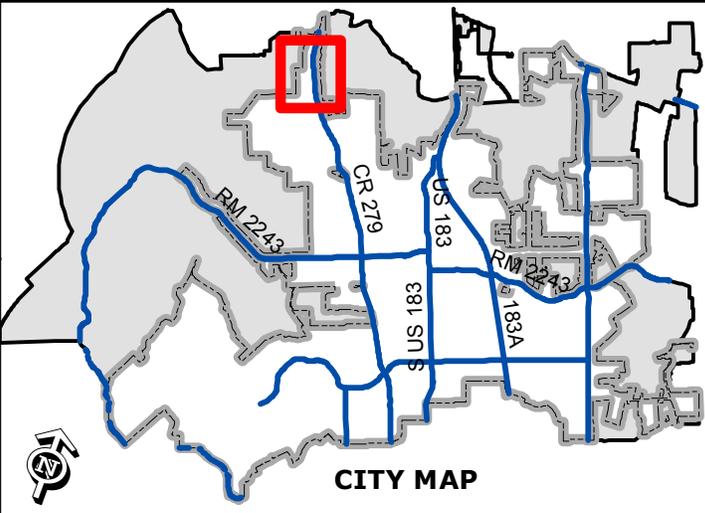
The suitability factors for this property lend itself to a higher residential density. The topography of the land is relatively flat with a gentle 1.5% slope running across the entirety of the track. Roughly 60% of the property is covered in trees with a small tributary dividing the property into two watersheds. The property is roughly 1.5 miles north of the nearest Community Center, and is approximately ½ mile away from Neighborhood Centers to the west and north. The closest schools to this property would be the Tom Glenn HS and the future planned middle school off of Collaborative Way at approximately one mile. The City recently installed a water line along CR 279 and the property has access for service. Wastewater lines are presently not available, but the Wastewater Master Plan calls for this area to be ultimately served by the City.

The eastern portion of the property along the CR 279 frontage is located within a Mixed Use Corridor. This corridor designation permits TF, SFT, SFL, PUD, LO, and LC (at appropriate intersections). The proposed zoning includes SFR-2-B within the Mixed Use Corridor and is not compliant with the land use designation identified by the Comprehensive Plan.

STAFF RECOMMENDATION:

The applicant submitted a development agreement application on August 13, 2014. At this time the proposed development with the requested zoning was in compliance with the adopted Comprehensive Plan and Future Land Use Map. The property changed ownership during the application process, and the City adopted a revised Comprehensive Plan and Future Land Use Map with criteria that were not applicable to the project at the beginning of the discussion of its development. The request is partially compliant with the plan in that it provides a residential use component which is permitted in the Neighborhood Residential land use classification of the Comprehensive Plan.

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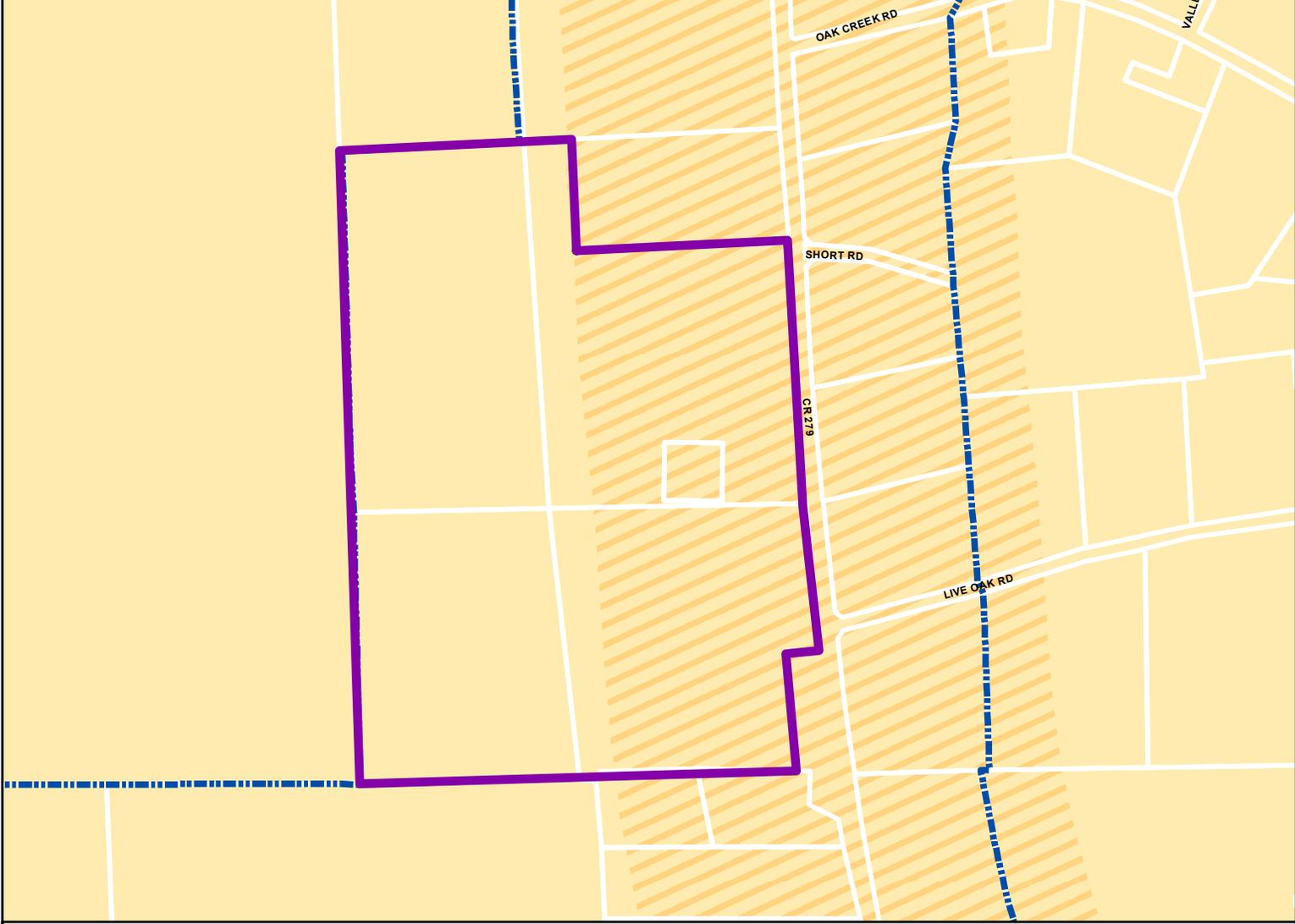
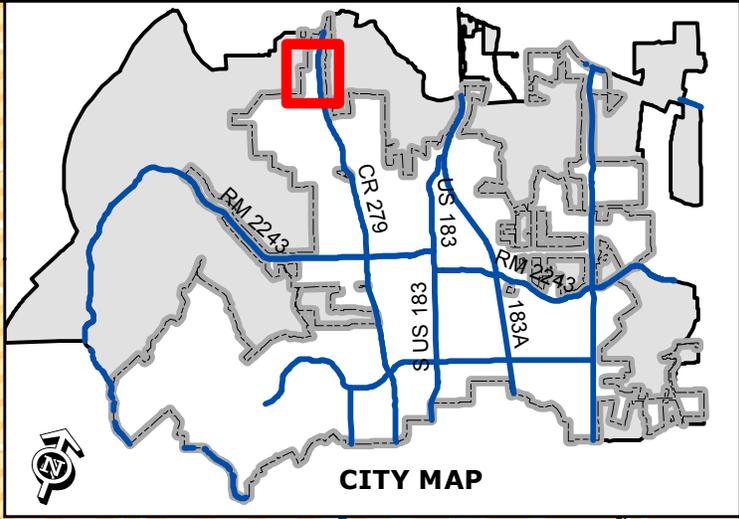


ZONING CASE 16-Z-007 Attachment #2 Current Zoning Map - San Gabriel Whitt Ranch

	Subject Property		SFR		SFL		LO		PUD - Commercial
	City Limits		SFE		SFT		LC		PUD - Mixed Use
			SFS		SFU/MH		GC		PUD - Multi-Family
			SFU		TF		HC		PUD - Townhomes
			SFC		MF		HI		PUD - Single-Family



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ZONING CASE 16-Z-007 Attachment #3 Future Land Use Map - San Gabriel Whitt Ranch

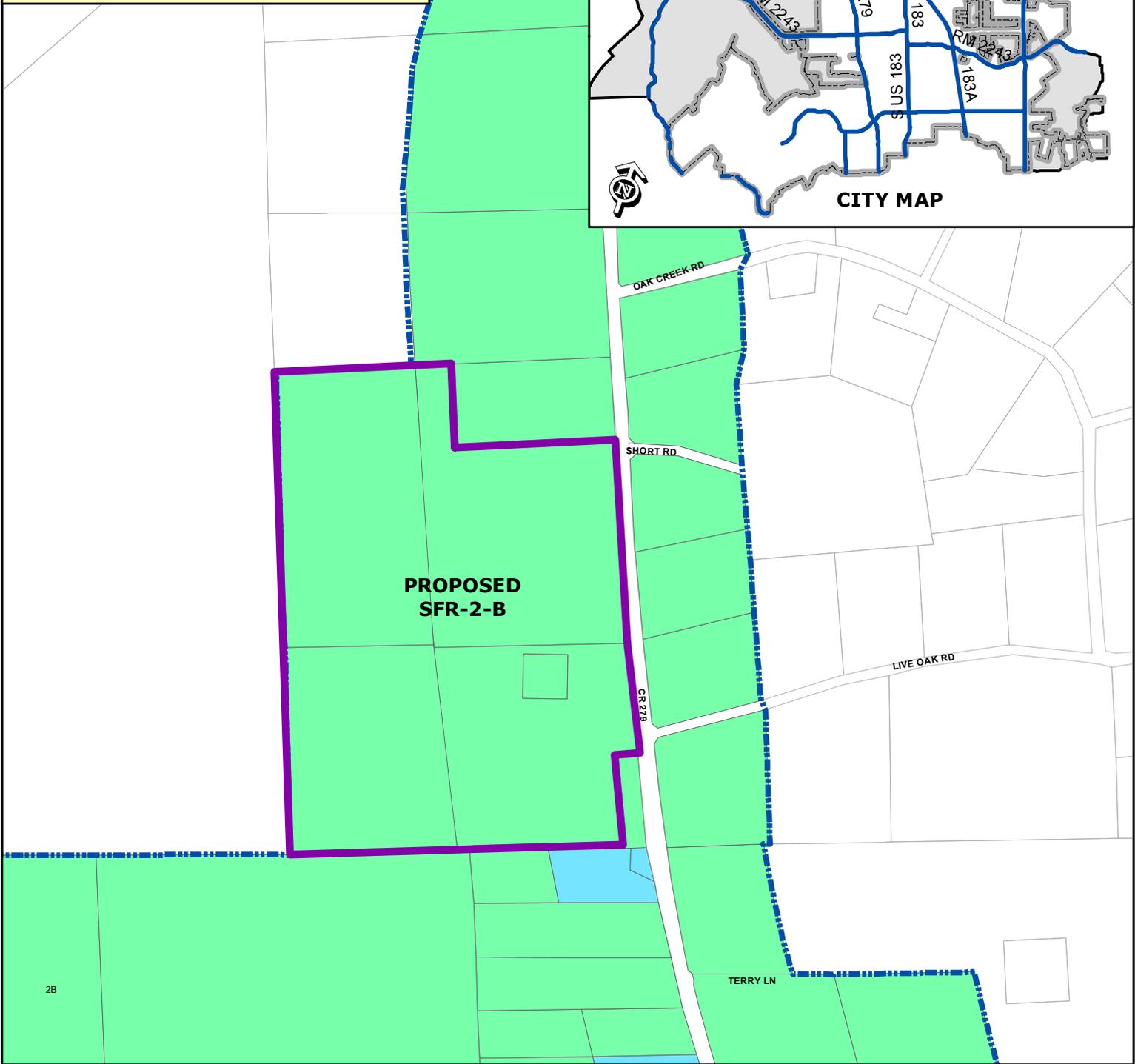
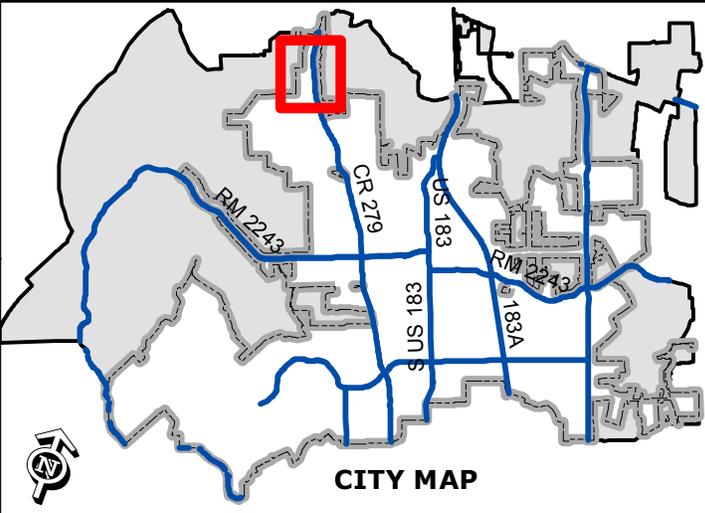
 Subject Property	 Commercial Corridor	 Transit Supportive Mixed Use
 City Limits	 Neighborhood Center	 Station Area Mixed Use
 Open Space	 Community Center	 Old Town Mixed Use
 Mixed Use Corridor	 Activity Center	 Employment Mixed Use
	 Industrial District	
	 Neighborhood Residential	





0 200
Feet

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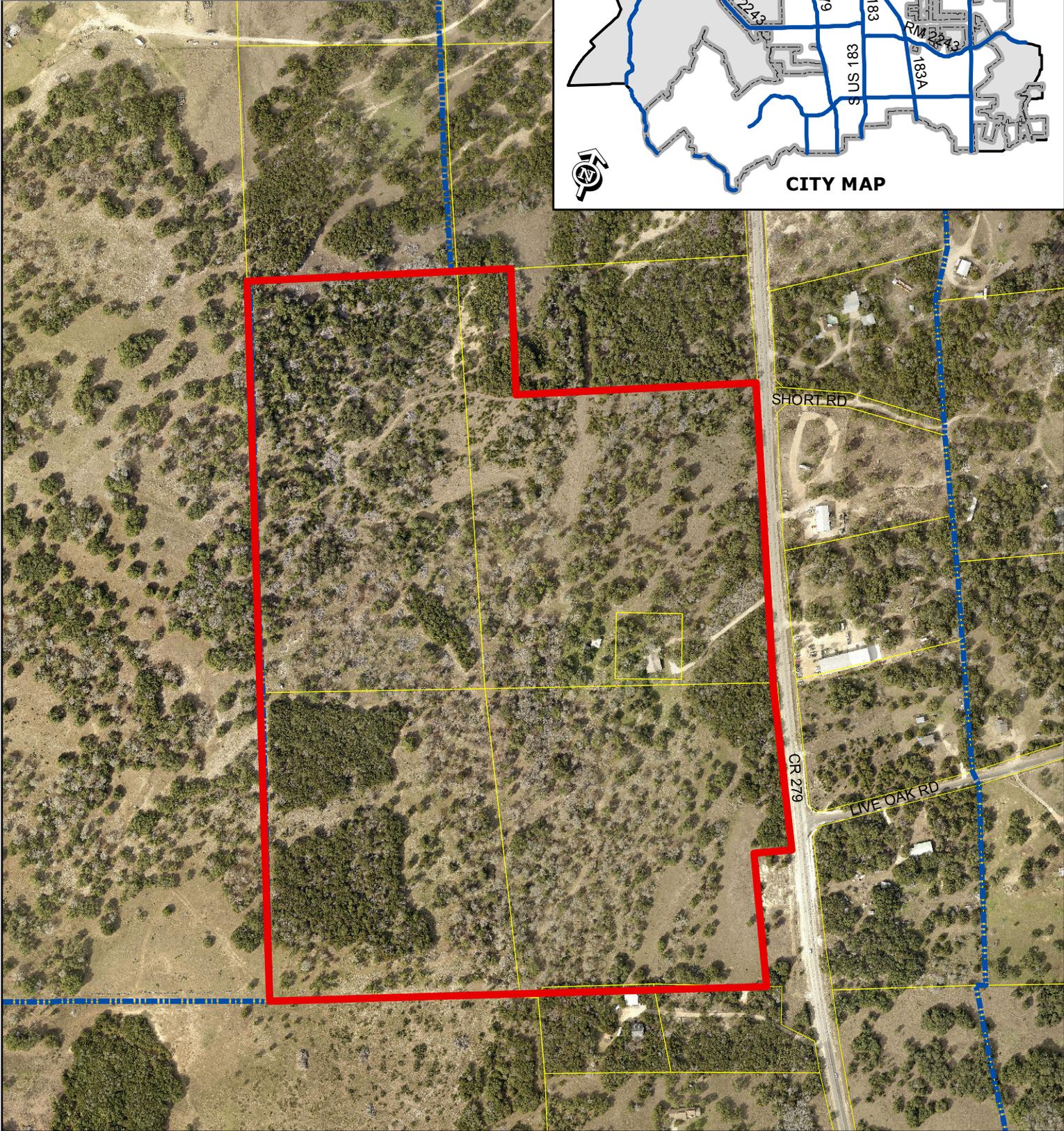
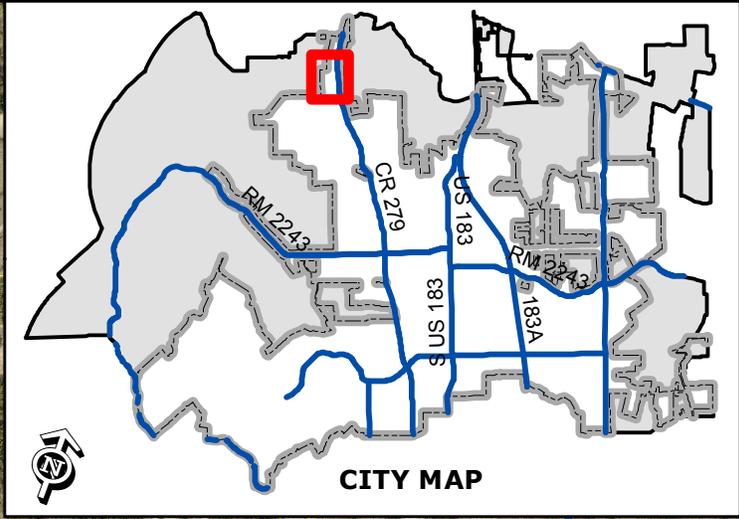


ZONING CASE 16-Z-007 Attachment #5 Proposed Zoning Map - San Gabriel Whitt Ranch

 Subject Property	 SFR	 SFL	 LO	 PUD - Commercial
 City Limits	 SFE	 SFT	 LC	 PUD - Mixed Use
	 SFS	 SFU/MH	 GC	 PUD - Multi-Family
	 SFU	 TF	 HC	 PUD - Townhomes
	 SFC	 MF	 HI	 PUD - Single-Family



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ZONING CASE 16-Z-007 Attachment #6

Aerial Exhibit - Approximate Boundaries
San Gabriel Whitt Ranch



-  Subject Property
-  City Limits

ATTACHMENT 7



February 25, 2016

City of Leander Planning Dept.
104 North Brush Street
P.O Box 319
Leander, TX 78646-0319

Re: Whitt Ranch
Zoning Change Application – Letter of Intent

San Gabriel Witt Ranch, LLC is requesting a zoning change for 77 acres on Bagdad Rd CR 279. The change is being requested in order to develop a residential subdivision on the property. Currently the portion of the property that is in Leander City Limits is zoned SFR-1-B and by ordinance when the western portion of the property is annexed, the default interim zoning will be SFR-1-B. The owner's intent is to have the entire parcel zoned as SFR-2-B in order to give future residents more flexibility on the size of accessory buildings/structures.

If you have any questions or require additional information please feel free to contact me.

Sincerely,
Matkin-Hoover Engineering & Surveying

A handwritten signature in blue ink, appearing to read 'Garrett Keller'.

Garrett D. Keller, P.E.
Project Manager

ORDINANCE NO #

ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING ONE PARCEL FROM SFU-2-B (SINGLE-FAMILY URBAN) TO SFR-2-B (SINGLE-FAMILY RURAL); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.

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

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

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

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

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

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

Section 3. Applicability. This ordinance applies to the following parcel of land, which is herein referred to as the "Property." That certain parcels being 76.89 acres, more or less, located in Leander, Williamson County, Texas, being more particularly described in Exhibit "A", generally located to the west of the intersection of CR 279 and Live Oak; Williamson County, Texas; more particularly described in instrument number 2016012984, recorded in the Williamson County Official Public Records; identified by Williamson County tax identification number R022926, R022924, R473840, R022925, and R473841.

Section 4. Property Rezoned. The Zoning Ordinance is hereby amended by changing the zoning district for the Property from Interim SFR-1-B (Single-Family Rural) to SFR-2-B (Single-Family Rural), as shown in Exhibit "A".

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

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

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

PASSED AND APPROVED on First Reading this the 19th day of May, 2016.
FINALLY PASSED AND APPROVED on this the 2nd day of June, 2016.

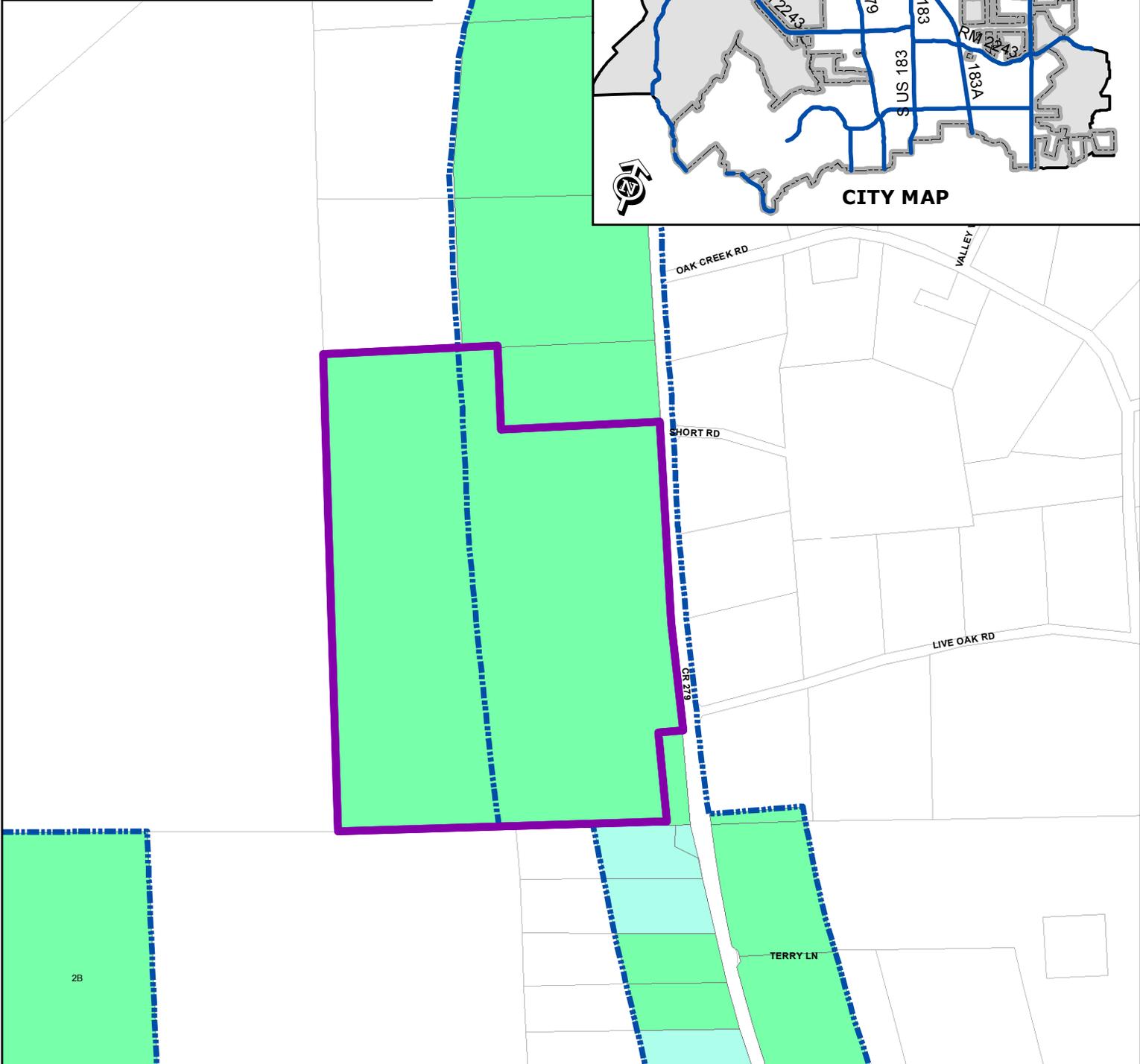
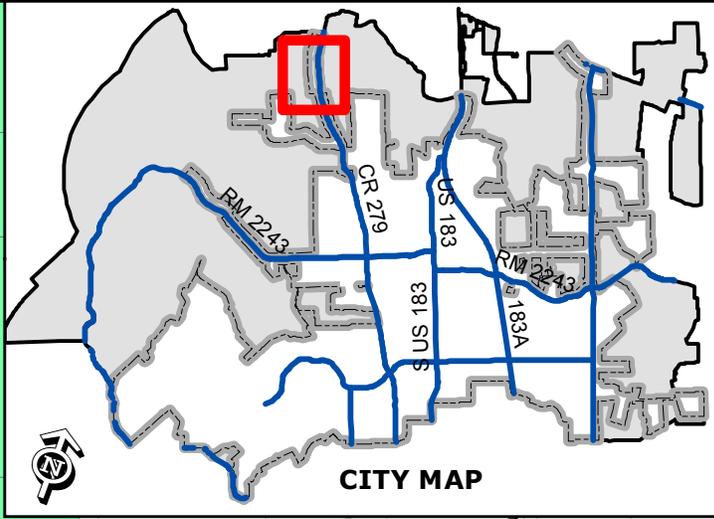
THE CITY OF LEANDER, TEXAS

ATTEST:

Christopher Fielder, Mayor

Debbie Haile, City Secretary

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ZONING CASE 16-Z-007 Exhibit A

Zoning Map - Whitt Ranch

 Subject Property	 PUD Commercial	 SFR	 SFT	 GC
 City Limits	 PUD Mixed Use	 SFE	 SFU/MH	 HC
	 PUD Multi-Family	 SFS	 TF	 HI
	 PUD Single-Family	 SFU	 MF	 PUD
	 PUD Townhome	 SFC	 LO	
		 SFL	 LC	



0 200
Feet

9. **Zoning Case 16-Z-007**: Hold a public hearing and consider action on the rezoning of several parcels of land generally located to the west of the intersection of CR 279 and Live Oak Rd; 76.89 acres more or less; WCAD Parcels R022926, R022924, R473840, R022625, and R473841. Currently, the property is zoned interim SFR-1-B (Single-Family Rural). The applicant is proposing to zone the property to SFR-2-B (Single-Family Rural), Leander, Williamson County, Texas. Applicant: San Gabriel Whitt Ranch, LLC (Davy Roberts).

a) Staff Presentation

Robin Griffin, Senior Planner discussed the proposed zoning request.

b) Applicant Presentation

Mike Emmons explained the purpose of the zoning request.

c) Open Public Hearing

**Chair Sokol opened the public hearing
Jodilinn Robinson spoke for.**

d) Close Public Hearing

Chair Sokol closed the public hearing.

e) Discussion

Discussion took place.

f) Consider Action

Commissioner Hines moved to approve the SFR-2-B (Single-Family Rural) for the portion of the property located outside the Mixed Use Corridor. Commissioner Schwendemann seconded the motion. Motion failed with a 2 to 4 vote (Commissioners Cotten, Sokol, Anderson, and Vice Chair Allen opposing). Commissioner Cotten moved to approve the SFR-2-B (Single-Family) district as proposed. Vice Chair Allen seconded the motion. Motion passed with a 4 to 2 vote (Commissioners Schwendemann and Hines opposing).

10. Meeting Adjourned **at 7:40 pm**

Chairman Sokol

ATTEST:

Ellen Pizalate, Secretary



Executive Summary

May 19, 2016

Agenda Subject: Zoning Case 16-Z-004: Consider action on the rezoning of a parcel of land located at 801 Apache Trail; 1.50 acres more or less; WCAD Parcel R487426. Currently, the property is zoned GC-3-C (General Commercial). The applicant is proposing to zone the property to PUD (Planned Unit Development) with a zoning base of MF-2-A (Multi-Family) Leander, Williamson County, Texas.

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

Origination: Applicant: Dannen Development LLC (Josh Becker).

Financial Consideration: None

Recommendation: See Planning Analysis. The Planning & Zoning Commission unanimously recommended approval with the condition that an alternative parking plan agreement will be pursued at the April 14, 2016 meeting. The City Council approved the request with the Planning & Zoning Commission recommendation and the requirement that a color rendering of the homes is submitted prior to the second reading of the ordinance at the April 21, 2016 meeting. The second reading was delayed to May 19, 2016 because the color rendering of the homes was not available in time for the meeting.

Attachments:

1. Planning Analysis
2. Current Zoning Map
3. Future Land Use Map
4. Notification Map
5. Proposed Zoning Map
6. Aerial Map
7. Letter of Intent
8. Ordinance

Prepared By: Tom Yantis, AICP
Assistant City Manager

05/06/2016



PLANNING ANALYSIS

ZONING CASE 16-Z-004

VILLAGE TOWN HOMES PUD

GENERAL INFORMATION

Owner: Dannen Development LLC

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

Proposed Zoning: PUD (Planned Unit Development) with base district of MF-2-A (Multi-Family)

Size and Location: The property is located at 801 Apache Trail and includes approximately 1.50 acres.

Staff Contact: Robin M. Griffin, AICP
Senior Planner

ABUTTING ZONING AND LAND USE:

The table below lists the abutting zoning and land uses.

	ZONING	LAND USE
NORTH	LC-2-B	Vacant Property
EAST	SFE-2-B	Developed Single Family Homes, Timberline West Section 2 Subdivision
SOUTH	SFE-2-B	Developed Single Family Homes, Ridge Oak Sec. 1 Subdivision
WEST	GC-3-C	Developed tenant space: Young Minds Montessori Preschool

COMPOSITE ZONING ORDINANCE & SMARTCODE INTENT STATEMENTS

PUD – PLANNED UNIT DEVELOPMENT:

The purpose and intent of the Planned Unit Development (PUD) district is to design unified standards for development in order to facilitate flexible, customized zoning and subdivision standards which encourage imaginative and innovative designs for the development of property within the City. The intent of this zoning request is to allow for the development of a small scale town home project that will provide for a variety of residential housing opportunities in the area. The intent of this zoning district is to cohesively regulate the development to assure compatibility with adjacent single-family residences, neighborhoods, and commercial properties within the region.

USE COMPONENTS:**MF – MULTI-FAMILY:**

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

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

SITE COMPONENTS:**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 COMPONENTS:

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:

- Provide a balanced mix of complementary uses that support a strong and diverse tax base.
- Create strong neighborhoods with a variety of housing choices.
- Encourage a range of housing types at a variety of price points.
- Encourage development that creates a sense of place through architectural design and landscaping.
- The purpose in the Mixed Use Corridor is to allow for a variety of housing types and small professional offices that complement residential development. Limited neighborhood servicing commercial uses and higher density residential are appropriate at intersections.

ANALYSIS:

The applicant has submitted a request for the Village Town Home PUD (Planned Unit Development) in order to allow for the development of a multi-family town home development. The property to the north is undeveloped and zoned for local commercial uses. The properties to the east and south are developed as single-family neighborhoods. The property to the west is developed as a day care.

The Planning & Zoning Commission heard a request for this site on April 23, 2015 for the MF-2-B (Multi-Family) district. The Commission recommended approval of the request with the following conditions:

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

The City Council denied the request at the May 7, 2015 meeting.

The applicant is requesting the MF-2-A (Multi-Family) base zoning district with a proposed unit count of twenty (20). The units within the project will be limited to four (4) attached units and conventional apartments will not be permitted. The building height shall be limited to two (2) stories. In addition, the applicant is proposing to setback the town homes forty (40') feet from the existing residential to the east and only allow one story garages along the east side of the project.

The MF use component allows for the development of multi-family dwelling structures. This use component typically serves as a buffer between single-family neighborhoods and more intensive uses such as commercial or arterial roadways.

The requested Type 2 site component when paired with the MF use component includes the following provisions:

- At least thirty-five percent (35%) of the units are required to have at least one enclosed garage parking space and such garages are required to be leased, rented or sold with the applicable units.
- Parking areas shall be no wider than two parking modules wide.

The Type A architectural component requires that 85% of the walls are comprised of masonry. In addition, a minimum of five architectural features are required.

This application includes the following higher standards and waivers.

HIGHER STANDARDS	WAIVERS
COMPOSITE ZONING ORDINANCE	
Type A Architectural Component	-
Reduced Density	-
Height Limit	-
Additional Setback for Town Homes	
-	Multi-Family Town Homes

This property is located within a Mixed Use Corridor as identified by the Future Land Use Map in the Comprehensive Plan. Mixed Use Corridors include areas along arterials between Centers that have available land should be developed to preserve the integrity of the corridor and maintain mobility.

Typical uses within a Mixed Use Corridor include:

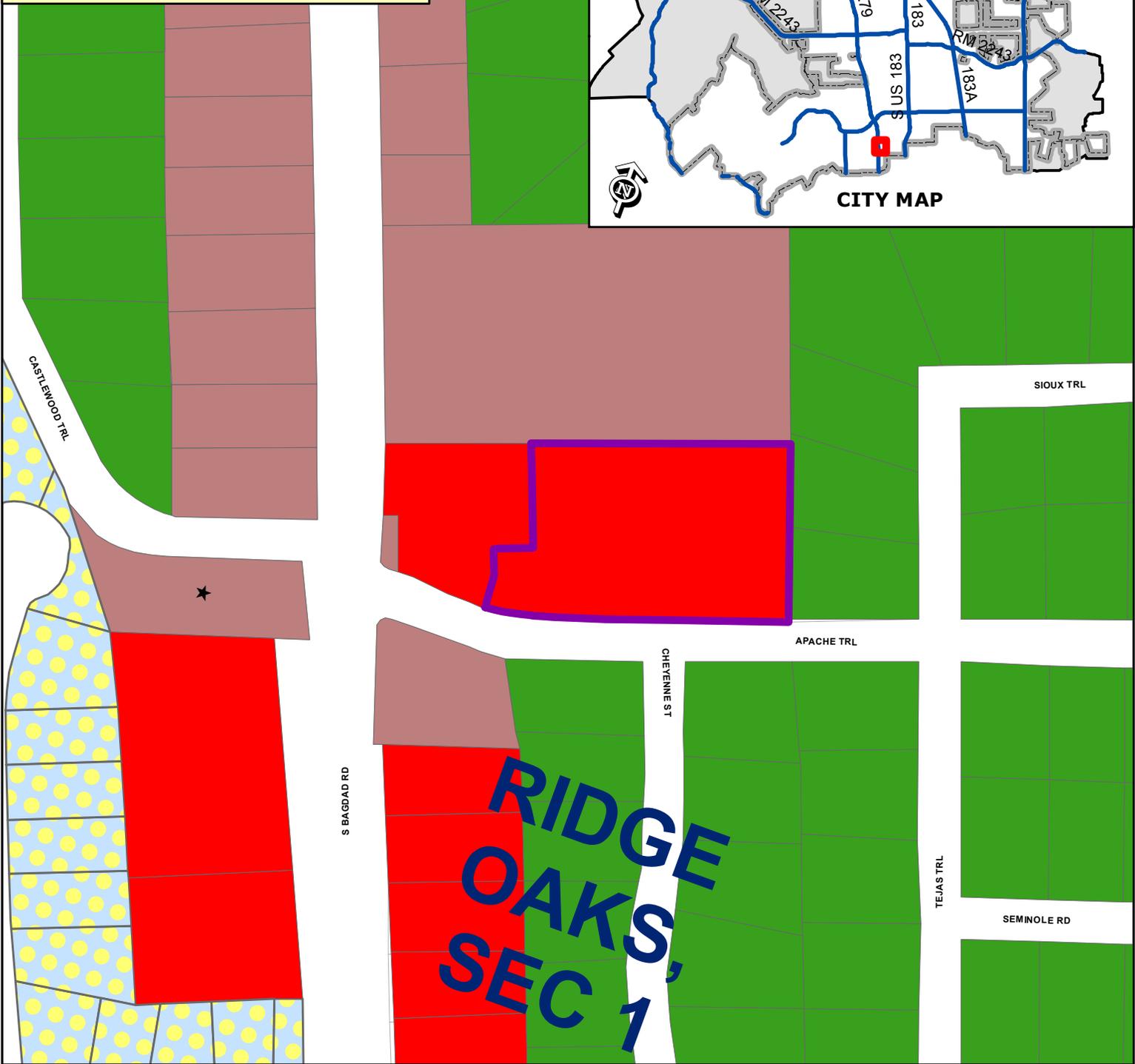
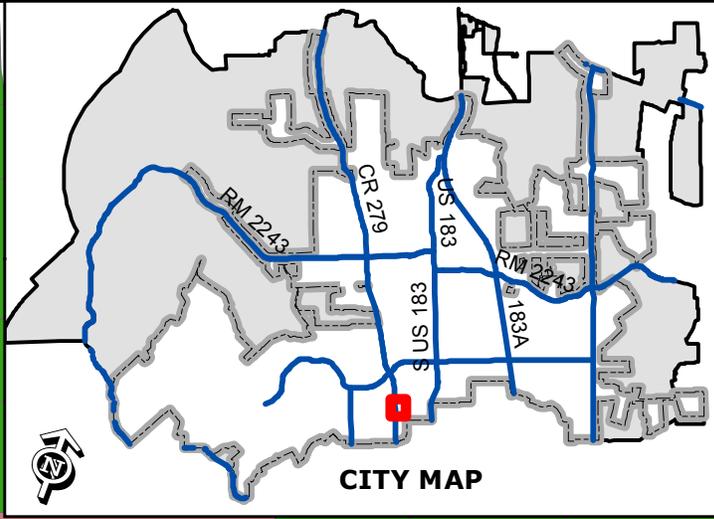
- Small-lot single-family
- Townhomes
- Duplexes and Quadplexes
- Civic and Institutional Uses (schools and places of worship)
- Small Professional Offices that complement residential development.
- Limited neighborhood-serving commercial uses and higher-density residential are appropriate at intersections.

Typical design standards included limited parking between corridors and buildings, consistent landscaping and lighting, pedestrian-friendly development, low monument style signage, and transit ready project. This project includes an internal drive and buildings fronting on Apache Trail. The parking will not be located between the homes and the street.

STAFF RECOMMENDATION:

Staff recommends approval of the requested PUD. The proposed PUD allows for the development of a multi-family town home project that will limit the overall density while maintaining high form standards. The requested PUD meets the intent statements of the Composite Zoning Ordinance and the goals of the Comprehensive Plan.

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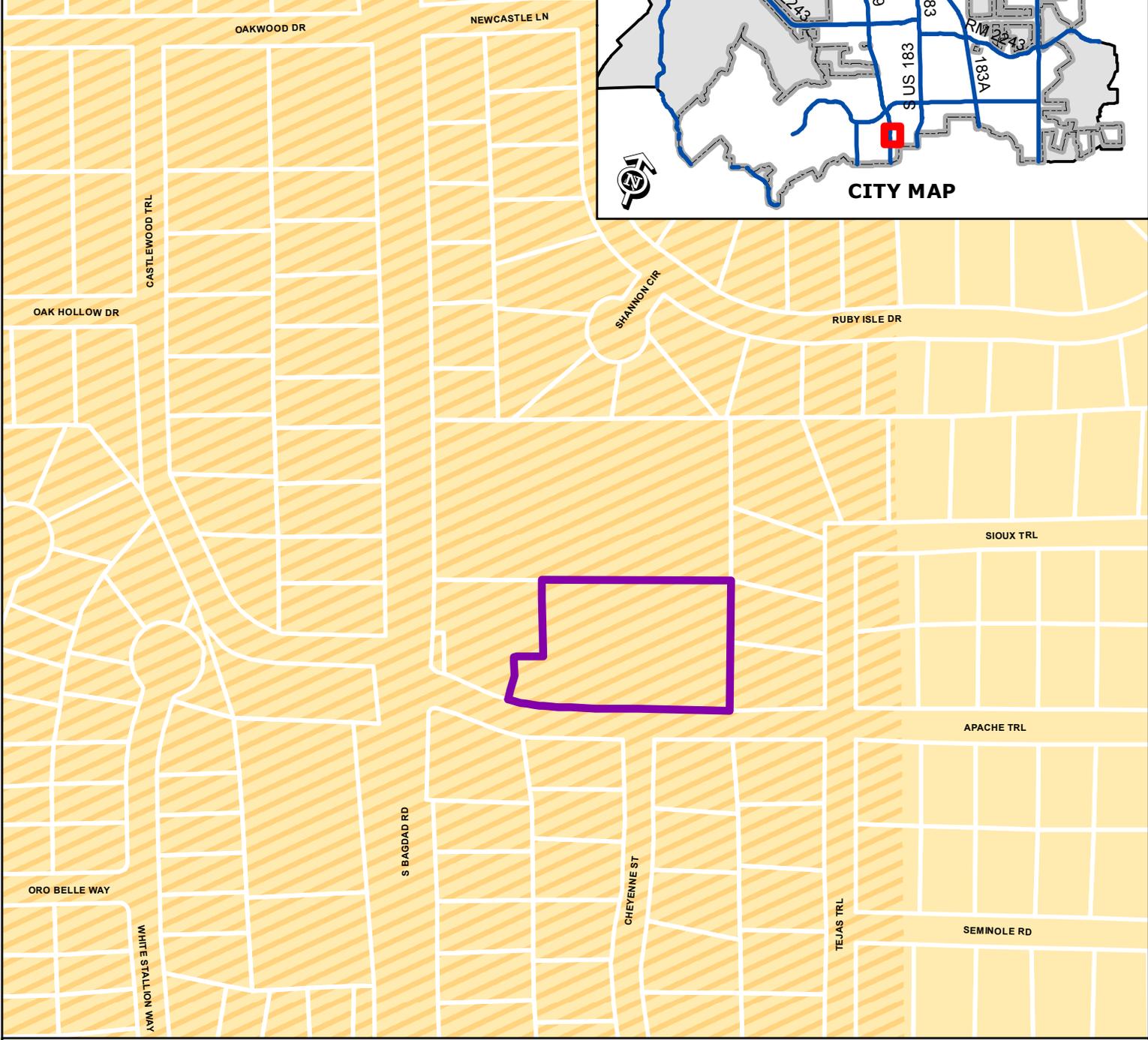
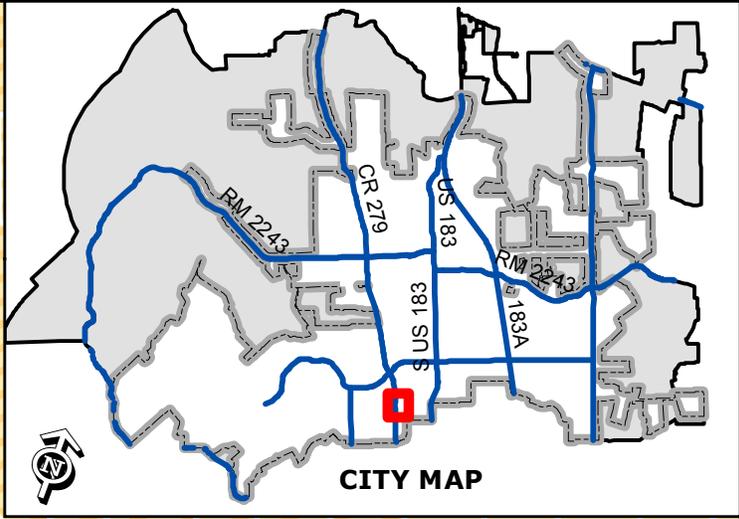


ZONING CASE 16-Z-004 Attachment #2 Current Zoning Map - Village Town Homes PUD

City Limits	SFR	SFL	LO	PUD - Commercial
Subject Property	SFE	SFT	LC	PUD - Mixed Use
	SFS	SFU/MH	GC	PUD - Multi-Family
	SFU	TF	HC	PUD - Townhomes
	SFC	MF	HI	PUD - Single-Family

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ZONING CASE 16-Z-004 Attachment #3 Future Land Use Map - Village Town Homes PUD

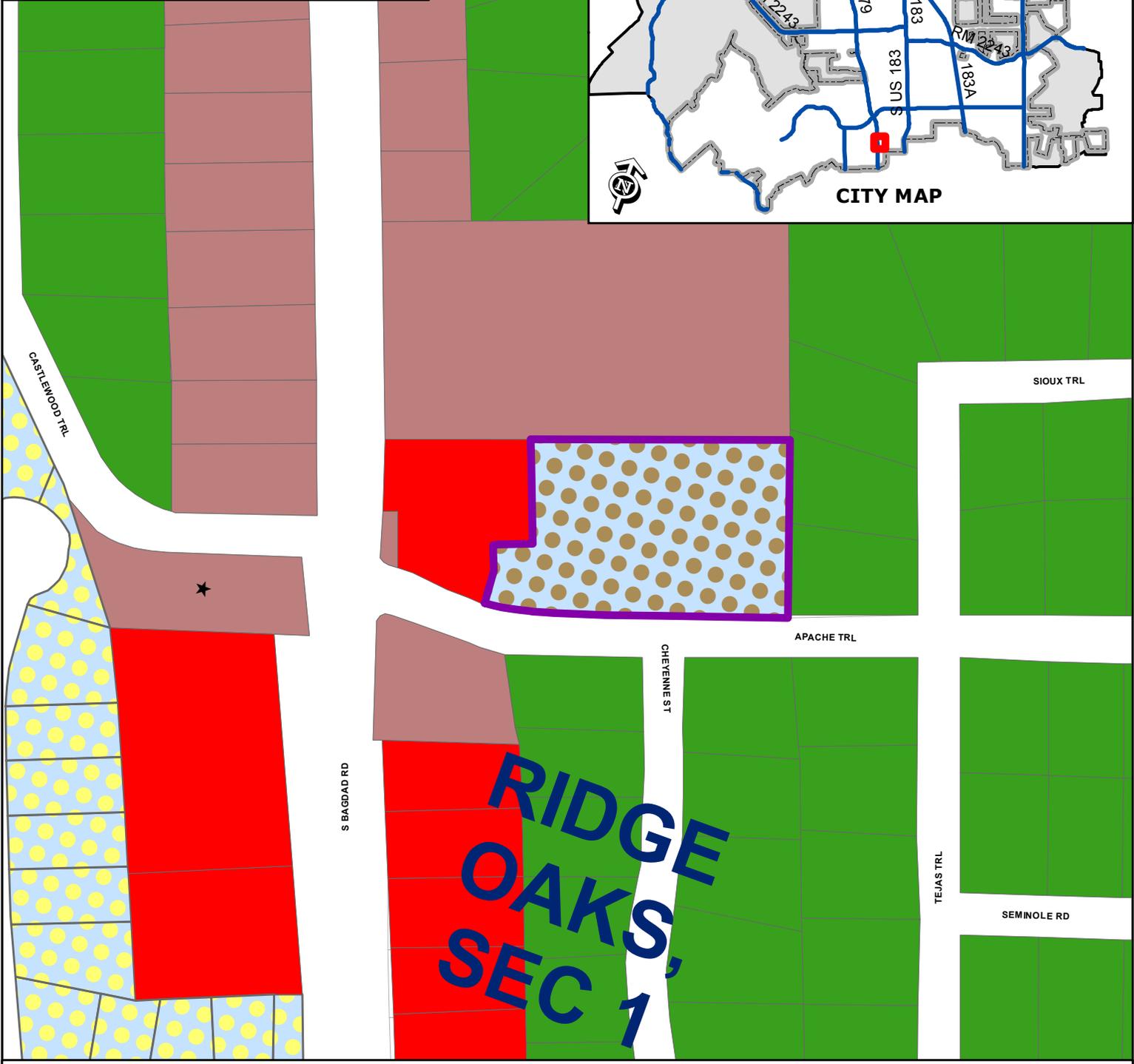
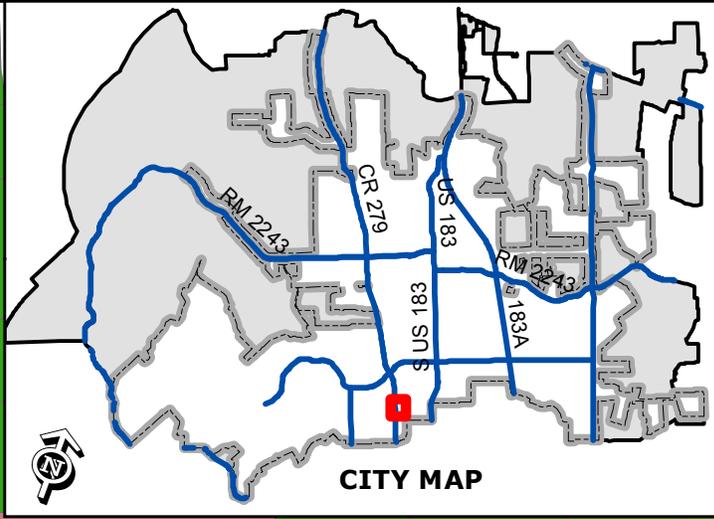
 Subject Property	 Commercial Corridor	 Transit Supportive Mixed Use
 City Limits	 Neighborhood Center	 Station Area Mixed Use
 Open Space	 Community Center	 Old Town Mixed Use
 Mixed Use Corridor	 Activity Center	 Employment Mixed Use
	 Industrial District	
	 Neighborhood Residential	





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Feet

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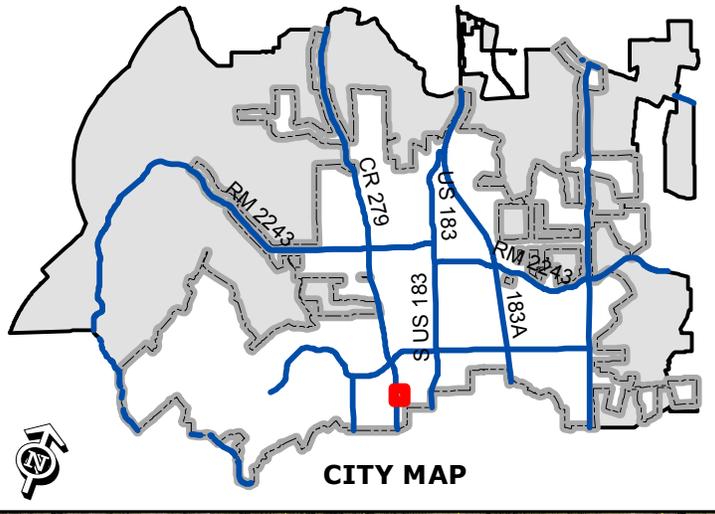
ZONING CASE 16-Z-004 Attachment #5 Proposed Zoning Map - Village Town Homes PUD

 Subject Property	 SFR	 SFL	 LO	 PUD - Commercial
 City Limits	 SFE	 SFT	 LC	 PUD - Mixed Use
 SFS	 SFU/MH	 GC	 PUD - Multi-Family	 PUD - Townhomes
 SFU	 TF	 HC	 PUD - Single-Family	
 SFC	 MF	 HI		





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ZONING CASE 16-Z-004 Attachment #6

Aerial Exhibit - Approximate Boundaries
Village Town Homes PUD



-  Subject Property
-  City Limits

EXHIBIT A

Village Townhomes – PUD

A. Purpose and Intent

The Village Townhomes PUD is comprised of 1.50 acres, as described in Exhibit D (Field Notes). The development of this property is a planned townhome community.

B. Applicability and Base Zoning

All aspects regarding the development of this PUD shall comply with the City of Leander Composite Zoning Ordinance, except as established in this exhibit, titled Exhibit A. For the purpose of establishing development standards for the PUD, the MF-2-A (Multi-Family) district has been selected.

C. Conceptual Site Layout and Land Use Plan

Exhibit B attached is a conceptual site layout and land use plan intended to visually convey the design intent for the Village Townhomes community. The design of the community is not final, and is subject to refinement during the platting and site planning stages. This PUD zoning document does not constitute plat or site plan approval of the attached plan.

D. Allowable Use

1. The use shall be attached single-family townhome residential development.
2. The unit size shall be a minimum of 900 square feet per attached unit. Patios (covered or uncovered) and decks are not included in this dimension.
3. The maximum unit count shall be limited to 20 units.
4. The building height of all unit shall be limited to 2-stories in height.
5. A maximum of 4 attached units may be connected.

E. Building Envelope Design Standards

The Village Townhomes development will comply with the Development Standards set forth in the Table below for a condo regime site plan on private drives.

	Building Width	Building Setbacks	Paving Setbacks
Unit Width (minimum unit width)	20 ft.	-	-
Front Setback (from public streets)	-	15 ft.	20 ft.
Building Setback (from single-family residential homes)	-	40 ft.*	10 ft.
Perimeter Setback (minimum)		10 ft.	5 ft.
Building Separation (minimum)		10 ft.**	-

* *Setback only applies to habitable buildings. Single Story Garages and surface parking will be allowed within the 40 ft setback, but no closer than 10 ft of the property line*

** *Eave overhang is not included in calculations for minimum building separation. A minimum of six feet clear zone between building roof lines will be provided.*

F. Private Drives

1. Minimum centerline radius for private drives is 37.5 feet along tangent sections. Private drives will have a 20 or 25 foot wide pavement width measured from face of curb to face of curb (unless the Fire Department has additional requirements) with 18 to 24 inch curb and gutter (which may also include mountable curb or stand up curb). This PUD does not waive any Fire Code requirements. The drive width is required to be 26 feet wide where a fire hydrant is located (30 foot bump-outs is permitted; no parking allowed). Fire hydrants are required to be within 100 feet of an FDC (fire department connection) of each sprinklered building. FDC's are required on each building or remotely located on the site along the 26 foot drive (bump-out).

G. Architectural Criteria

1. All townhomes shall comply with Article VII Architectural Components and Article VIII Architectural Standards, Type A of the Composite Zoning Ordinance unless modified herein. For the purposes of this PUD, private drives shall constitute streets.
2. The front elevations shown in Exhibit C shall front on Apache Trail. Parking shall not be permitted between the homes and Apache Trail.
3. All elevations shall substantially conform to the architectural style shown in Exhibit C.

H. Garage and Parking Requirements

1. All garages associated with townhomes shall comply with Article VIII Architectural Standards of the Composite Zoning Ordinance unless modified herein.
2. The required number of garages shall comply with the multi-family standards listed in Article V, Section 2 of the Composite Zoning Ordinance.

I. Lighting

Street lighting is required at drive intersections with public streets. Street lighting is optional in the interior of the project.

J. Sidewalks

Sidewalks are not required in the interior of the project, however, walkways will be provided as pedestrian connection (which may be concrete or crushed granite) within the project itself. Sidewalks will be required along adjacent ROW.

K. Landscape

This project shall comply with the applicable Landscape Requirements listed in Article VI of the Composite Zoning Ordinance in compliance with the multi-family provisions.

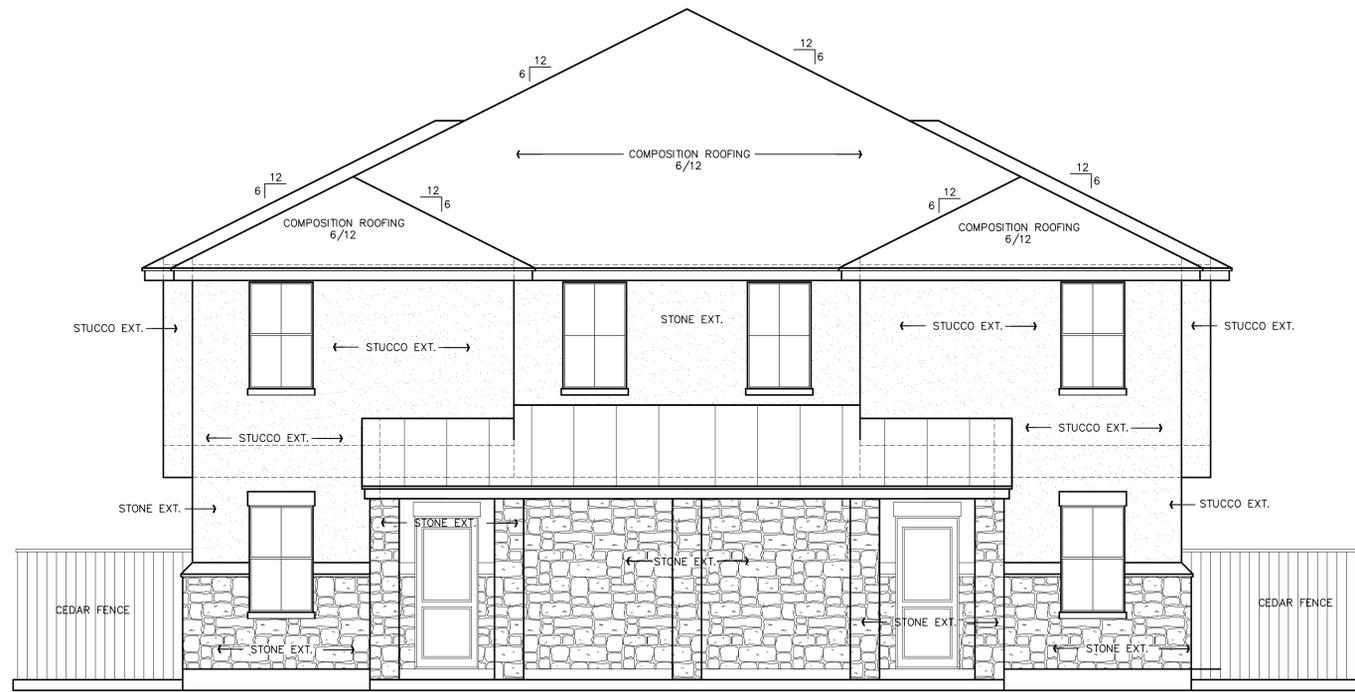
THE VILLAGE ADDITION
801 APACHE TRAIL
Leander, TX 78641

DESIGN ORIGINALS of Texas
home design center

10715 RR N 1620, STE. 515
AUSTIN, TX, 78726
OFFICE 512/351-1775

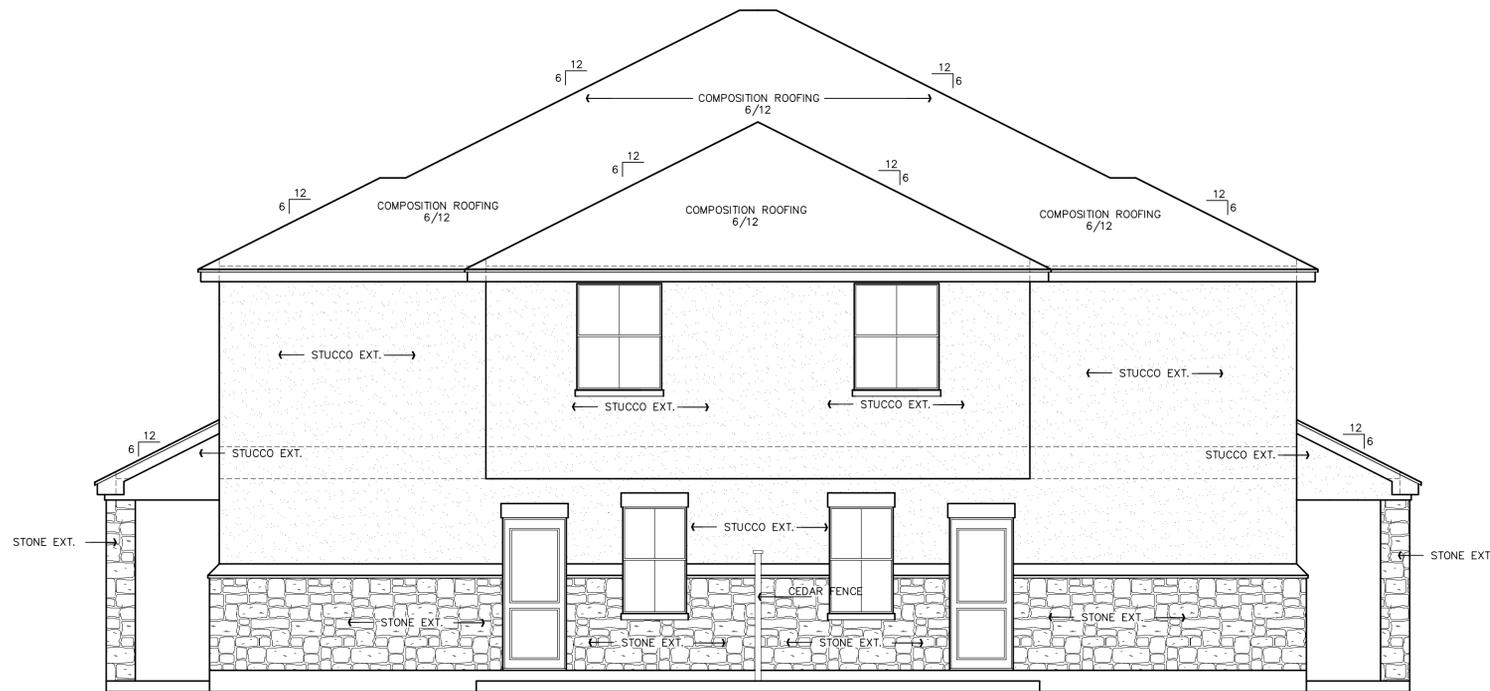
MONTERREY
BROTHERS

JOB # A9875
DATE: 10-11-15
REVISION:
DRAWN BY: JCD/MSD



FRONT ELEVATION

SCALE: 1/4" = 1'-0"



RIGHT SIDE ELEVATION

SCALE: 1/4" = 1'-0"

ELEVATIONS

SCALE: 1/4" = 1'-0"

To whom it may concern:

Dannen Development is improving the remaining 1.5 acres of the 2.13-acre lot located at the northeast corner of Bagdad Road and Apache Trail. The property's current zoning is General Commercial and sits between an existing 2500 square foot commercial building and a residential subdivision. Young Minds Montessori Preschool is the currently occupying the commercial building and would like to remain in that location for the foreseeable future. The existing building and parking lot occupy approximately .61 acres of the 2.13-acre lot. It is our intent to improve the remaining 1.5 acres.

This property is currently zoned General Commercial which allows for uses such as Liquor stores, car lots, hotels, office warehouse and boarding houses to mention a few. The site plan approval process for Office Warehouse was initiated but never finalized because the current owners don't feel like office warehouse is conducive to the neighborhood feel that currently exists. A zone change to multi-family was proposed and unanimously recommended by the Planning and Zoning Commission, but was met with opposition and denied by City Council. After reviewing the concerns of the neighbors, we would like to zone the property as a PUD in order to alleviate the concerns expressed by the neighbors. The concerns expressed by the neighbors were:

1. Traffic
2. Visibility and transition to neighboring properties
3. Density and type of housing
4. Socioeconomic factors related to new residents

We have done our best to address all of these concerns through our PUD request.

The neighboring property owners expressed traffic as a concern. Given that the corner of Bagdad and Apache is currently zoned commercial, but used as a preschool, any of the uses mentioned above would be too intense and generate not only excessive traffic, but also the wrong type of traffic. Semi-trucks, delivery drivers, box vans and employees should not be filtered into a residential neighborhood throughout the day. A residential use would not only generate less traffic, it would be local residents traveling to and from work and school just as the existing traffic does.

Visibility and transition to neighboring properties: We agree with the city planning which calls for some type of transition between intense commercial use and residential neighborhoods. Currently there is an intense commercial zoning which abuts a residential neighborhood. This is our primary reason for seeking a residential use. We have also set forth height restrictions limiting our homes to 2-story maximum, just like the neighboring residential homes. Our

setback restrictions have limited habitable structures to 40 feet from the existing lot line on the East side of the property.

Density and type of housing: Though we are requesting an underlying zoning that would allow for 18 to 25 units to the acre, we are requesting a maximum density of 15 units per acre while abiding by an architectural standard that would allow for up to 25 units to the acre. We are also building townhomes, which we feel will be a more appropriate transition from the current commercial zoning to the single family residential zoning.

Socioeconomic factors related to new residents: As property owners, just like the city, we are not allowed to discriminate based on socioeconomic factors. That being said, we are building a townhome community and will not be constructing any section 8, tax credit or any other type of government subsidized housing.

Along with our attempt to address and alleviate the concerns of the neighboring property owners, we have taken the opportunity to sit down with staff and address some of the concerns of the city. Our goal is to work with Leander and our neighbors to make sure our project is an asset to the community.

Thank you for your consideration on this matter,

Josh Becker

Managing Member Dannen Development

ORDINANCE NO #

ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING A PORTION OF A PARCEL OF LAND FROM GC-3-C (GENERAL COMMERCIAL) TO PUD (PLANNED UNIT DEVELOPMENT) WITH A BASE DISTRICT MF-2-A (MULTI-FAMILY); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.

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

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

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

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

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

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

Section 3. Applicability. This ordinance applies to the following portion of a parcel of land, which is herein referred to as the "Property:" That certain parcels of land being 1.50 acres, more or less, located in Leander, Williamson County, Texas, being more particularly described in Exhibit "D", generally located to the northwest of corner of the intersection of Bagdad Road and Apache Trail; legally described as 1.50 acres more or less out of Lot 1, Block A of the Village Subdivision, more particularly described in Document Number 2015047801 recorded in the Official Public Records of Williamson County, Texas, and identified by tax identification number R487426.

Section 4. Property Rezoned. The Zoning Ordinance is hereby amended by changing the zoning district for the Property from GC-3-C (General Commercial) to PUD (Planned Unit Development) with the base district of MF-2-A (Multi-Family) known as the Village Townhomes PUD. The PUD shall be developed and occupied in accordance with this Ordinance, the PUD plan attached as Exhibits "A", "B", "C", and "D", which are hereby adopted and incorporated herein for all purposes, and the Composite Zoning Ordinance to the extent not amended by this Ordinance. In the event of a conflict between the Composite Zoning Ordinance and the requirements for the Property set forth in this Ordinance, this Ordinance shall control.

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

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

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

PASSED AND APPROVED on First Reading this the 21st day of April, 2016.
FINALLY PASSED AND APPROVED on this the 19th day of May, 2016.

THE CITY OF LEANDER, TEXAS

ATTEST:

Christopher Fielder, Mayor

Debbie Haile, City Secretary

EXHIBIT A

Village Townhomes – PUD

A. Purpose and Intent

The Village Townhomes PUD is comprised of 1.50 acres, as described in Exhibit D (Field Notes). The development of this property is a planned townhome community.

B. Applicability and Base Zoning

All aspects regarding the development of this PUD shall comply with the City of Leander Composite Zoning Ordinance, except as established in this exhibit, titled Exhibit A. For the purpose of establishing development standards for the PUD, the MF-2-A (Multi-Family) district has been selected.

C. Conceptual Site Layout and Land Use Plan

Exhibit B attached is a conceptual site layout and land use plan intended to visually convey the design intent for the Village Townhomes community. The design of the community is not final, and is subject to refinement during the platting and site planning stages. This PUD zoning document does not constitute plat or site plan approval of the attached plan.

D. Allowable Use

1. The use shall be attached single-family townhome residential development.
2. The unit size shall be a minimum of 900 square feet per attached unit. Patios (covered or uncovered) and decks are not included in this dimension.
3. The maximum unit count shall be limited to 20 units.
4. The building height of all unit shall be limited to 2-stories in height.
5. A maximum of 4 attached units may be connected.

E. Building Envelope Design Standards

The Village Townhomes development will comply with the Development Standards set forth in the Table below for a condo regime site plan on private drives.

	Building Width	Building Setbacks	Paving Setbacks
Unit Width (minimum unit width)	20 ft.	-	-
Front Setback (from public streets)	-	15 ft.	20 ft.
Building Setback (from single-family residential homes)	-	40 ft.*	10 ft.
Perimeter Setback (minimum)		10 ft.	5 ft.
Building Separation (minimum)		10 ft.**	-

* *Setback only applies to habitable buildings. Single Story Garages and surface parking will be allowed within the 40 ft setback, but no closer than 10 ft of the property line*

** *Eave overhang is not included in calculations for minimum building separation. A minimum of six feet clear zone between building roof lines will be provided.*

F. Private Drives

1. Minimum centerline radius for private drives is 37.5 feet along tangent sections. Private drives will have a 20 or 25 foot wide pavement width measured from face of curb to face of curb (unless the Fire Department has additional requirements) with 18 to 24 inch curb and gutter (which may also include mountable curb or stand up curb). This PUD does not waive any Fire Code requirements. The drive width is required to be 26 feet wide where a fire hydrant is located (30 foot bump-outs is permitted; no parking allowed). Fire hydrants are required to be within 100 feet of an FDC (fire department connection) of each sprinklered building. FDC's are required on each building or remotely located on the site along the 26 foot drive (bump-out).

G. Architectural Criteria

1. All townhomes shall comply with Article VII Architectural Components and Article VIII Architectural Standards, Type A of the Composite Zoning Ordinance unless modified herein. For the purposes of this PUD, private drives shall constitute streets.
2. The front elevations shown in Exhibit C shall front on Apache Trail. Parking shall not be permitted between the homes and Apache Trail.
3. All elevations shall substantially conform to the architectural style shown in Exhibit C.

H. Garage and Parking Requirements

1. All garages associated with townhomes shall comply with Article VIII Architectural Standards of the Composite Zoning Ordinance unless modified herein.
2. The required number of garages shall comply with the multi-family standards listed in Article V, Section 2 of the Composite Zoning Ordinance.
3. An alternative parking plan agreement will be pursued with the adjacent development that is also located on Lot 1, Block A of the Village Subdivision.

I. Lighting

Street lighting is required at drive intersections with public streets. Street lighting is optional in the interior of the project.

J. Sidewalks

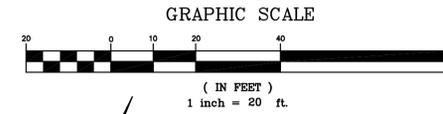
Sidewalks are not required in the interior of the project, however, walkways will be provided as pedestrian connection (which may be concrete or crushed granite) within the project itself. Sidewalks will be required along adjacent ROW.

K. Landscape

This project shall comply with the applicable Landscape Requirements listed in Article VI of the Composite Zoning Ordinance in compliance with the multi-family provisions.

**EXHIBIT B
CONCEPTUAL SITE LAYOUT & LAND USE PLAN**

THIS PLAN IS CONCEPTUAL. THE LAYOUT & STANDARDS HAVE NOT BEEN REVIEWED BY STAFF. THE SUBDIVISION ORDINANCE & TRANSPORTATION CRITERIA MANUAL REGULATIONS APPLY



NO.	DATE	REVISION	BY
NOT FOR CONSTRUCTION			

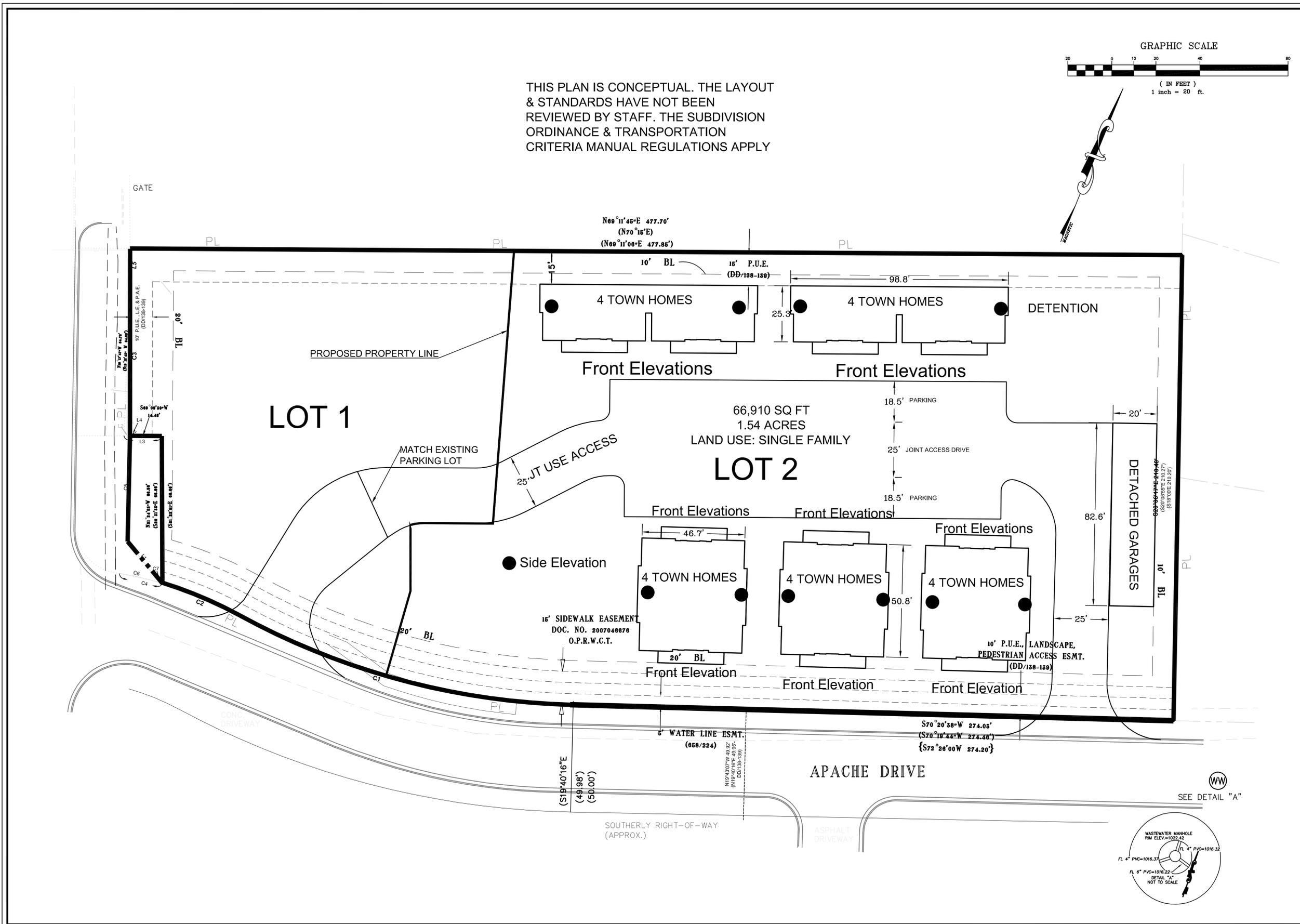
THIS DOCUMENT IS RELEASED FOR REVIEW AND COORDINATION ONLY BY TEXAS R.P.E. GARY ELI JONES # 79198 ON THE DATE SHOWN, THIS DOCUMENT SHALL NOT BE USED FOR CONSTRUCTION. Jan 29, 2016

THE FIRM NO. 10867
CARTEX
CARTEX ENGINEERING SERVICES, INC.
700 THERESA COVE, CEDAR PARK, TX 78613
512-918-0815 (F) 512-532-0580
geli@cartex.com

CITY OF LEANDER JURISDICTION, WILLIAMSON COUNTY, TX
THE VILLAGE TOWN HOME ADDITION
APACHE DRIVE

DRAWING SCALE:	HORIZ. =	VERT. =
SURVEYED:	WALKER	
FILE NAME:	VILLAGE	
DATE:		
DRAWN:	CTEI	
DESIGNED:	CTEI	

SHEET	1
	9
	1



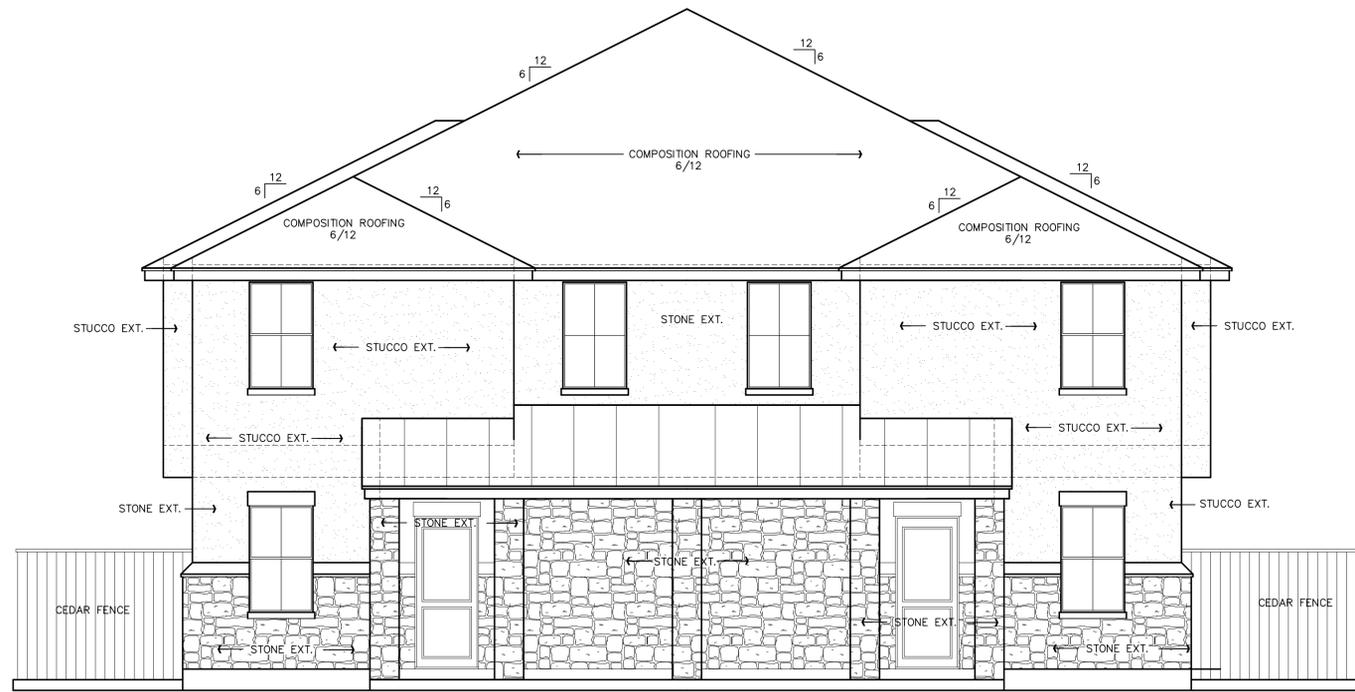
THE VILLAGE ADDITION
801 APACHE TRAIL
Leander, TX 78641

DESIGN ORIGINALS of Texas
home design center

10715 RR N 1620, STE. 515
AUSTIN, TX, 78726
OFFICE 512/351-1775

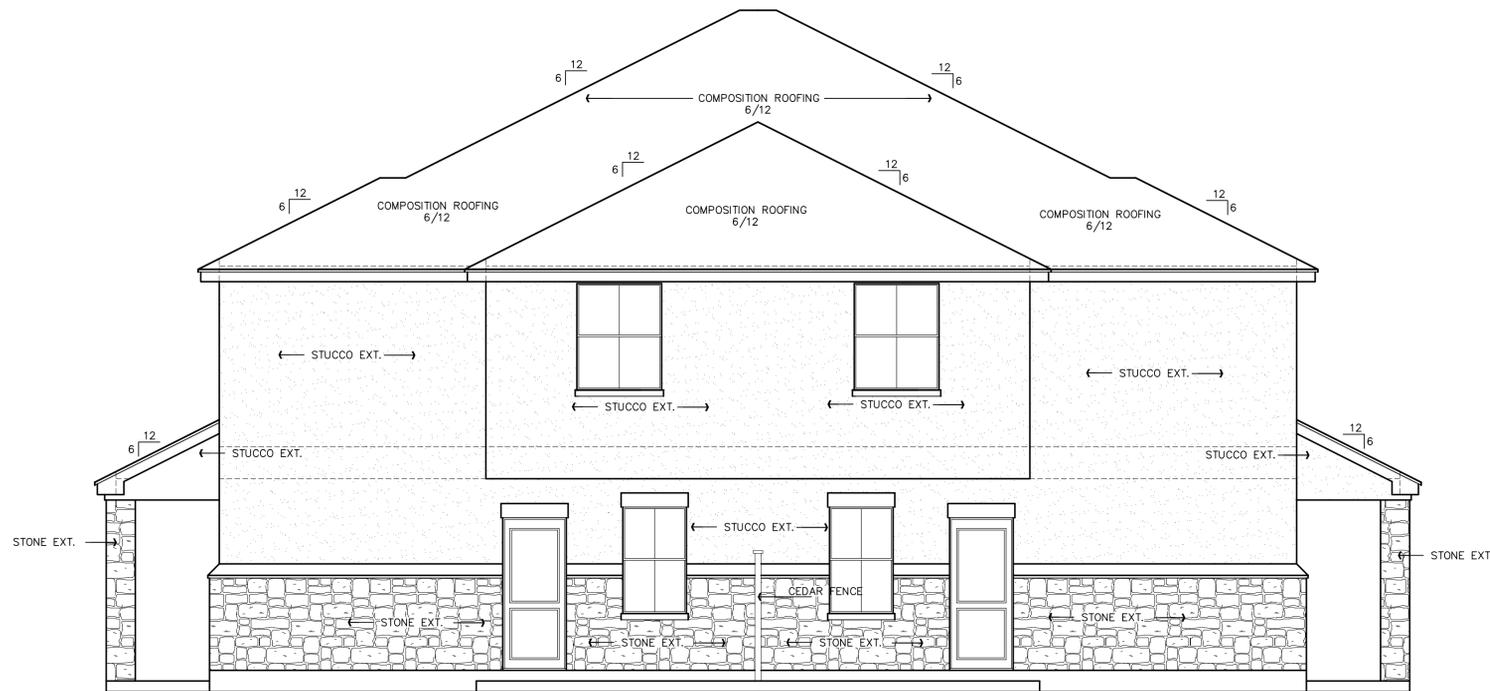
MONTERREY
BROTHERS

JOB # A9875
DATE: 10-11-15
REVISION:
DRAWN BY: JCD/MSD



FRONT ELEVATION

SCALE: 1/4" = 1'-0"



RIGHT SIDE ELEVATION

SCALE: 1/4" = 1'-0"

ELEVATIONS

SCALE: 1/4" = 1'-0"



Executive Summary

May 19, 2016

-
- Agenda Subject:** Development Agreement Case #15-DA-005: Discussion and possible action to approve a development agreement between the City of Leander and Crystal Falls Ortho, PLC for 5.84 acres more or less, located at 10800 Crystal Falls Parkway; City of Leander, Williamson County, Texas.
- Background:** The Barnett Development Agreement includes establishing ROW dedication and construction of a portion of Raider Way associated with the property located at 10800 Crystal Falls Parkway.
- Origination:** Applicant: Gary Eli Jones, P.E. on behalf of Dr. Ron Barnett
- Financial Consideration:** None.
- Recommendation:** Staff recommends approval of the development agreement.
- Attachments:**
1. Development Agreement
 2. Location Exhibit
- Prepared By:** Tom Yantis, AICP
Assistant City Manager
- 05/10/2016

**DEVELOPMENT AGREEMENT
FOR THE BARNETT PROFESSIONAL PLAZA**

This Development Agreement for the Barnett Professional Plaza (the "Agreement") is made and entered into, effective as of the 19th day of May, 2016, by and between the **City of Leander, Texas**, a Texas home rule municipal corporation (the "City"), and **CRYSTAL FALLS ORTHO, PLC, a Texas professional limited liability company** (the "Developer"). The City and the Developer are sometimes referred to herein as the "Parties." The Parties agree as follows.

Section 1. Purpose; Consideration.

- (a) The Developer owns that certain 5.84 acre tract located in Williamson County, Texas, being more particularly described in **Exhibit A** attached hereto and incorporated herein for all purposes (the "Property") and wishes to convert an existing residential structure into an orthodontics practice on the Property (the "Project"), initially conceptualized as "The Barnett Professional Plaza". The Developer desires to use the short form final platting process to cause the Property to be legally platted, to address wastewater service for the Property, and to establish the Developer's obligations related to dedication of right-of-way for and construction of Raider Way.
- (b) The City is agreeable to addressing the Developer's obligations related to Raider Way right-of-way dedication and improvements, , and to allowing the Property to be subdivided using the short form final platting process under the terms and conditions set forth in this Agreement to promote development of the Project.
- (c) The Developer will benefit from simplifying the platting process, establishing the Developer's obligations related to Raider Way right-of-way dedication and improvements. This Agreement will benefit the City by facilitating the dedication and improvement of the extension of Raider way and by facilitating the development of the Project for professional office uses to encourage the location of such businesses within the City.
- (d) The benefits to the Parties set forth in this Article 1, plus the mutual promises expressed herein, are good and valuable consideration for this Agreement, the sufficiency of which is hereby acknowledged by both Parties.

Section 2. Term; Termination.

- (a) The term of this Agreement shall be ten (10) years from the Effective Date hereof, subject to earlier termination as provided in this Agreement. This Agreement shall automatically terminate upon the satisfaction of all obligations, contingencies and conditions set forth herein by the Parties.
- (b) The Parties further mutually agree that this Agreement shall be in full force and effect upon the date above first written, provided that the City may terminate this Agreement if Developer defaults under the terms of this Agreement and such default continues beyond any cure period provided for herein, fails to meet any deadlines imposed by this Agreement or the City's ordinances without the consent of or waiver by the City, or materially changes the Project without the prior consent of the City.

Section 3. Subdivision of the Property. The Developer may cause the Property to be a legally platted lot or lots using the short form final platting process set forth in Chapter 10, City Code of Ordinances (the “Subdivision Ordinance”), modified as provided in this Agreement. The Developer may, at Developer’s sole option, elect to either (a) obtain approval of construction plans for the Raider Way Extension (as defined in Section 4) prior to submitting the short form plat application to the City; or (b) submit the construction plans for the Raider Way Extension with the short form final plat application. It shall be a condition of approval of the short form final plat that the Developer has either (a) constructed and obtained City acceptance of the Raider Way Extension; or (b) submitted a letter of credit or cash escrow deposit guaranteeing the construction of the Raider Way Extension that complies with the Subdivision Ordinance.

Section 4. Traffic Improvements.

- (a) The Developer will dedicate to the City approximately 37,000 square feet of wide right-of-way, commencing at the intersection with Crystal Falls Parkway and continuing to the south boundary of the property, which is a portion of Raider Way shown on the City’s Transportation Plan, along the general alignment shown in **Exhibit B** (which right-of-way dedication will be more specifically shown and described on the approved construction plans for the Project) (the “Raider Way ROW”) at the time of approval of the short form final plat for the Property, and dedication of the Raider Way ROW shall be a condition of approval of the short form final plat; provided that the City’s approval of and recording of the short form final plat shall not constitute acceptance of Raider Way for maintenance and operation. Developer shall construct two lanes of Raider Way from the intersection of Crystal Falls to a point to the south as generally depicted on **Exhibit C** (the “Raider Way Extension”). The geometry of the Raider Way ROW and Raider Way Extension will conform to the City of Austin Transportation Criteria Manual design guidelines for 30 mph speed design. The Raider Way Extension will be constructed in accordance with the approved construction plans, the applicable City ordinances as modified by this Agreement, and good engineering practices. Compliance with this section shall satisfy the Developer’s obligations under the Subdivision Ordinance to construct improvements to and to make right-of-way dedications for Raider Way. The Developer shall give the City written notice that construction of the Raider Way Extension has commenced within five (5) days of commencement of construction.
- (b) The Developer shall fund and pay the lower of (i) 7.5% of the cost of signal light improvements for the intersection of Raider Way and Crystal Falls Parkway; or (ii) \$1500.00 (the “Signal Improvements Fee”). The Developer shall pay such costs within thirty (30) days of written request by the City. If the Developer fails to pay the Signal Improvements Fee, the City may withhold approvals for the Project until such fee is paid, as well as exercising any other remedy available under this Agreement.
- (c) The Developer will work with the owner of the property abutting the western boundary of the Property, which is currently owned by Premas Global I, LLC, and reach an agreement with said property owner that results in the closure of the driveway located on the Property.

Section 5. Development of the Project and Property. Except as modified by this Agreement, the Project and the Property will be developed in accordance with all applicable local, state, and federal regulations, including but not limited to the City's ordinances. The Property and the Project shall be developed in accordance with this Agreement, the approved development applications submitted hereunder, all applicable local regulations as modified by this Agreement, all applicable state and federal regulations, as amended from time to time, and good engineering practices. In event of a conflict between the timing of events required by City ordinances and this Agreement, this Agreement shall control.

Section 6. Assignment of Commitments and Obligations. Developer's rights and obligations under this Agreement may be assigned by Developer to one (1) or more purchasers of all or part of the Property; provided the City Council must first approve and consent to any such assignment by Developer of this Agreement or of any right or duty of Developer pursuant to this Agreement, which consent shall not be unreasonably withheld or delayed.

Section 7. Default. Notwithstanding anything herein to the contrary, no party shall be deemed to be in default hereunder until the passage of fourteen (14) business days after receipt by such party of notice of default from the other party. Upon the passage of fourteen (14) business days without cure of the default, such party shall be deemed to have defaulted for purposes of this Agreement; provided that if the nature of the default is that it cannot reasonably be cured within the fourteen (14) business day period, the defaulting party shall have a longer period of time as may be reasonably necessary to cure the default in question; but in no event more than sixty (60) days. In the event of default, the non-defaulting party to this Agreement may pursue the remedy of specific performance or other equitable legal remedy not inconsistent with this Agreement. All remedies will be cumulative and the pursuit of one authorized remedy will not constitute an election of remedies or a waiver of the right to pursue any other authorized remedy.

Section 8. Reservation of Rights. To the extent not inconsistent with this Agreement, each party reserves all rights, privileges, and immunities under applicable laws, and neither party waives any legal right or defense available under law or in equity.

Section 9. Attorneys Fees.

- (a) In the event of action pursued in court to enforce rights under this Agreement, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees, incurred in connection with such action..
- (b) Developer shall pay to and reimburse the City monthly for the reasonable costs and expenses incurred by the City for legal and any other necessary third party professional services and related costs and expenses incurred by the City in negotiating, preparing, interpreting, applying, carrying out, and administering this Agreement. This subsection (b) does not apply to costs and expenses incurred related to an action to enforce rights under this Agreement pursued in court, which are governed by Section 10(a).

Section 10. Waiver. Any failure by a party to insist upon strict performance by the other party of any provision of this Agreement will not, regardless of length of time during which that failure continues, be deemed a waiver of that party's right to insist upon strict compliance with

all terms of this Agreement. In order to be effective as to a party, any waiver of default under this Agreement must be in writing, and a written waiver will only be effective as to the specific default and as to the specific period of time set forth in the written waiver. A written waiver will not constitute a waiver of any subsequent default, or of the right to require performance of the same or any other provision of this Agreement in the future.

Section 11. Force Majeure.

- (a) The term "force majeure" as employed herein shall mean and refer to acts of God; strikes, lockouts, or other industrial disturbances; acts of public enemies, orders of any kind of the government of the United States, the State of Texas or any civil or military authority; insurrections; riots; epidemic; landslides; lightning, earthquakes; fires, hurricanes; storms, floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery, pipelines, or canals; or other causes not reasonably within the control of the party claiming such inability.
- (b) If, by reason of force majeure, any party hereto shall be rendered wholly or partially unable to carry out its obligations under this Agreement, then such party shall give written notice of the full particulars of such force majeure to the other party within ten (10) days after the occurrence thereof. The obligations of the party giving such notice, to the extent effected by the force majeure, shall be suspended during the continuance of the inability claimed, except as hereinafter provided, but for no longer period, and the party shall endeavor to remove or overcome such inability with all reasonable dispatch.
- (c) It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require that the settlement be unfavorable in the judgment of the party having the difficulty.

Section 12. Notices. Any notice to be given hereunder by any party to another party shall be in writing and may be effected by personal delivery or by sending said notices by registered or certified mail, return receipt requested, to the address set forth below. Notice shall be deemed given when deposited with the United States Postal Service with sufficient postage affixed.

Any notice mailed to the City shall be addressed:

City of Leander
Attn: City Manager
200 West Willis
P.O. Box 319
Leander, Texas 78646-0319

with copy to:

Knight & Partners
Paige H. Saenz
223 West Anderson Lane, #A105
Austin, Texas 78752

Any notice mailed to the Developer shall be addressed:
Crystal Falls Ortho, PLC
Attn: Ron Barnett
170 Deepwood Dr.
Round Rock, Texas 78613

Any party may change the address for notice to it by giving notice of such change in accordance with the provisions of this section.

Section 13. Waiver of Alternative Benefits. The Parties acknowledge the mutual promises and obligations of the Parties expressed herein are good, valuable and sufficient consideration for this Agreement. The Parties further acknowledge the City and Developer voluntarily elected the benefits and obligations of this Agreement, as opposed to the benefits available were Developer to have elected to develop the Property without the benefits and obligations of this Agreement, pursuant to and in compliance with the applicable City ordinances. Therefore, save and except the right to enforce the obligations of the City to perform each and all of the City's duties and obligations under this Agreement, Developer hereby waives any and all claims or causes of action against the City Developer may have for or with respect to any duty or obligation undertaken by Developer pursuant to this Agreement, including any benefits that may have been otherwise available to Developer but for this Agreement. The foregoing shall not restrict, prohibit or prevent Developer from pursuing and obtaining plats, permits, site plans or any other entitlements for the Project or other uses of the Property pursuant to the City's normal procedures unless provided otherwise in this Agreement.

Section 14. Severability. Should any court declare or determine that any provisions of this Agreement is invalid or unenforceable under present or future laws, that provision shall be fully severable; this Agreement shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part of this Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. Furthermore, in place of each such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable. Texas law shall govern the validity and interpretation of this Agreement.

Section 15. Agreement and Amendment. This Agreement, together with any exhibits attached hereto, constitutes the entire agreement between Parties and may not be amended except by a writing approved by the City Council of the City that is signed by all Parties and dated subsequent to the date hereof.

Section 16. No Joint Venture. The terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the parties. The City, its past, present and future officers, elected officials, employees and agents, do not assume any responsibilities or liabilities to any third party in connection with the development of the Property. The City enters into this Agreement in the exercise of its public duties and authority to provide for development of property within the City pursuant to its police powers and for the benefit and protection of the

public health, safety, and welfare.

Section 17. No Third Party Beneficiaries. This Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a party, unless expressly provided otherwise herein, or in a written instrument executed by both the City and the third party. Absent a written agreement between the City and third party providing otherwise, if a default occurs with respect to an obligation of the City under this Agreement, any notice of default or action seeking a remedy for such default must be made by the Owner.

Section 18. Effective Date. The Effective Date of this Agreement is the defined date set forth in the first paragraph.

Section 19. Recordation. This Agreement or a memorandum of Agreement acceptable to the City and Developer shall be recorded in the Official Public Records of Williamson County, Texas.

Section 20. Texas Law Governs. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Williamson County, Texas. Venue shall lie exclusively in Williamson County, Texas.

Section 21. Time is of the Essence. It is acknowledged and agreed by the Parties that time is of the essence in the performance of this Agreement.

Section 22. Exhibits. The following exhibits are attached to this Agreement, and made a part hereof for all purposes:

- Exhibit A** – Property Description
- Exhibit B** – Raider Way ROW
- Exhibit C** – Raider Way Pavement Construction

EXECUTED in multiple originals this the 19th day of May, 2016.

CITY:
City of Leander, Texas
a Texas home-rule municipal corporation

Attest:

By: _____
Name: Debbie Haile
Title: City Secretary

By: _____
Name: Christopher Fielder
Title: Mayor

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this ____ day of _____, 2016, by Christopher Fielder, Mayor of the City of Leander, Texas, a Texas home-rule municipal corporation, on behalf of said corporation.

(SEAL)

Notary Public, State of Texas

DEVELOPER:
CRYSTAL FALLS ORTHO, PLC, a Texas

professional limited liability company

By: _____
Name:
Title:

THE STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 2016, by _____, _____ of Crystal Falls Ortho, PLC, a Texas professional limited liability company, on behalf of said company.

(SEAL)

Notary Public, State of Texas

EXHIBIT "A"

Description of Property

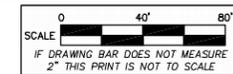
EXHIBIT "B"

Raider Way ROW Conceptual Site Plan

EXHIBIT "C"

Raider Way Pavement

EXHIBIT "B"



NOT FOR CONSTRUCTION

NO.	DATE	REVISION	BY

THIS DOCUMENT IS RELEASED FOR REVIEW AND COORDINATION ONLY BY TEXAS R.P.E. GARY ELI JONES # 79198 ON THE DATE SHOWN. THIS DOCUMENT SHALL NOT BE USED FOR CONSTRUCTION. May 02, 2016

TYPE FROM NO. 1087

CARTEX ENGINEERING SERVICES, INC.
700 THERESA COVE CEDARS PARK, TX 76613
512-818-0816 (F) 512-552-0860
carterx@carrex.com

RAIDER WAY R-O-W EXHIBIT

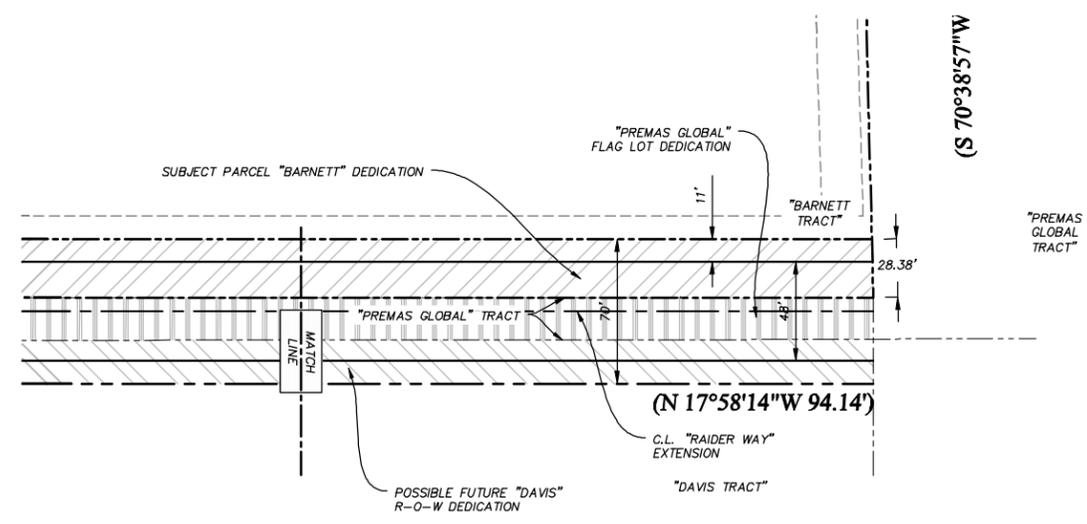
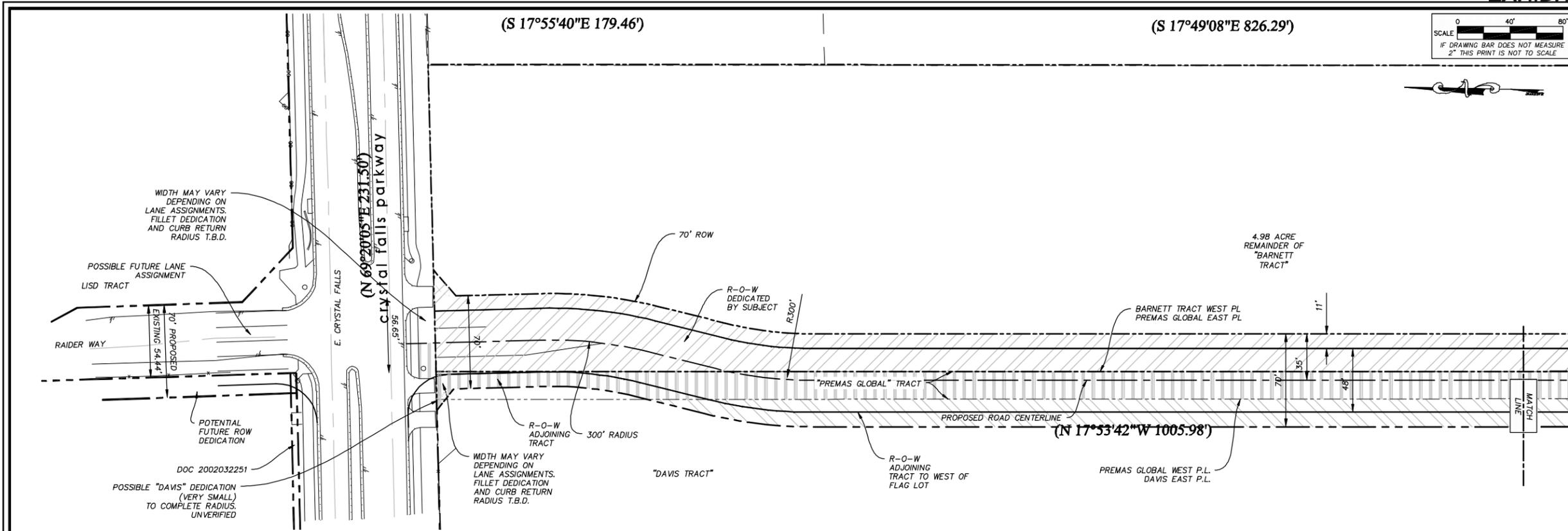
EXHIBIT "B"

CITY OF LEANDER, WILLIAMSON COUNTY, TX 76660

DRAWING SCALE:	HORIZ. =	VERT. =
SURVEYED:	GARY ELI JONES	1:1
FILE NAME:	RAIDERWAY	
DATE:		
DRAWN:	CTE1	
DESIGNED:	CTE1	

WARNING !!! CONTRACTOR TO FIELD VERIFY ALL EXIST. UTILITIES VERTICALLY AND HORIZONTALLY PRIOR TO CONSTRUCTION

ALL RESPONSIBILITY FOR THE ADEQUACY OF THESE PLANS REMAINS WITH THE ENGINEER WHO PREPARED THEM. IN REVIEWING THESE PLANS, THE CITY MUST RELY UPON THE ADEQUACY OF THE WORK OF THE DESIGN ENGINEER.



PROPOSED RIGHT OF WAY DEDICATION TABLE

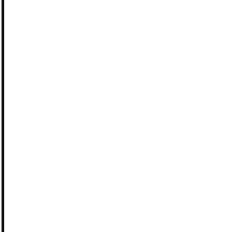
TRACT	ROW DEDICATION SF	AC
BARNETT	37,044	0.85
PREMAS GLOBAL*	22,700	0.52
DAVIS	18,790	0.43

*POTENTIAL PREMAS GLOBAL DEDICATION IS THE ENTIRE "POLE" PART OF THE "FLAG LOT" UNDER THIS SCENARIO.

NOTE: ONLY THE BARNETT TRACT WAS SURVEYED. PROPERTY BOUNDARIES OF ALL OTHER PROPERTIES ARE ESTIMATED. THEREFORE, DEDICATIONS SHOWN FOR PREMAS AND DAVIS ARE APPROXIMATE.

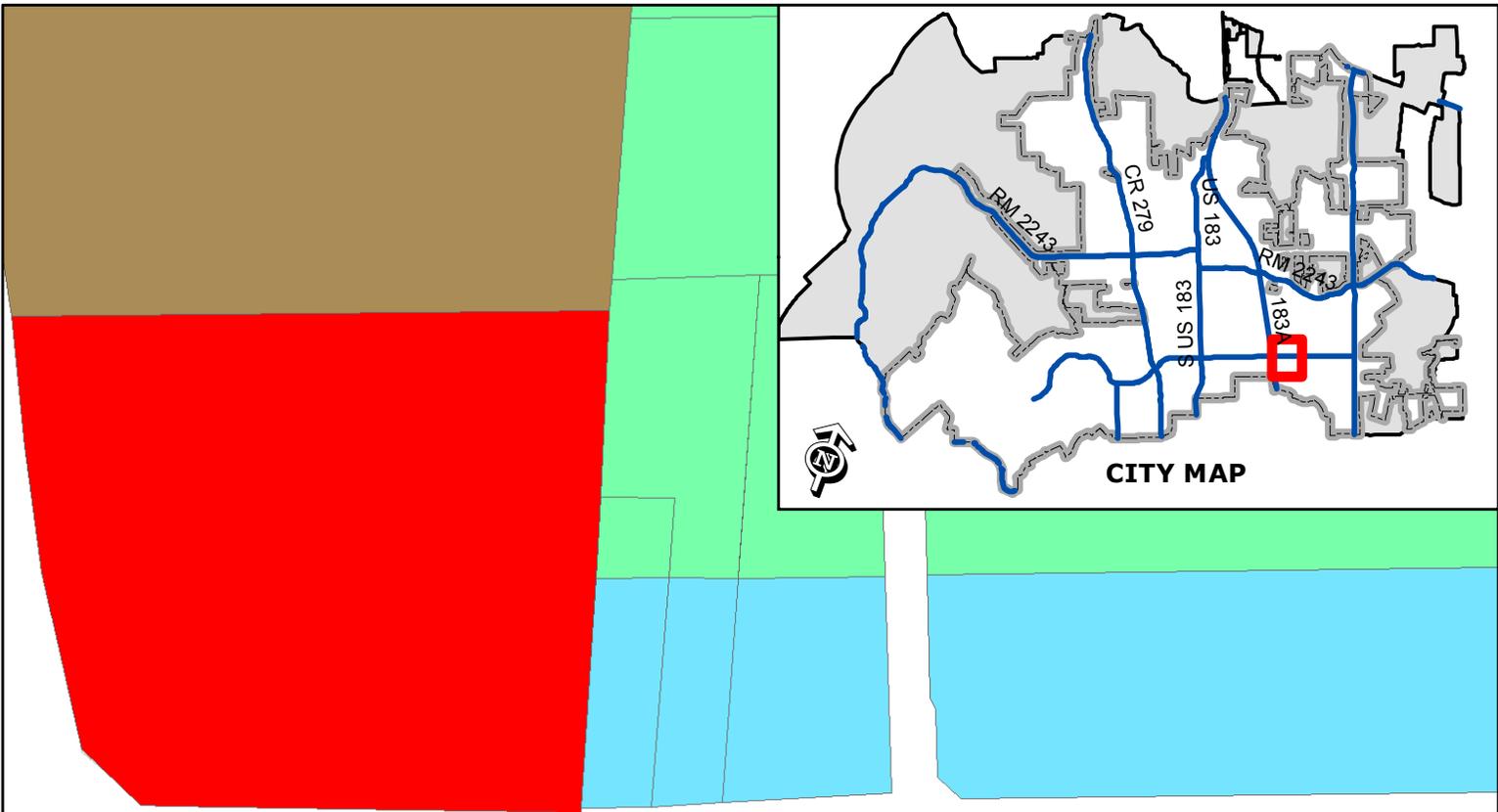
CARTEX AND ITS' ASSOCIATES DO NOT REPRESENT PREMAS GLOBAL OR DAVIS AT THE TIME OF SIGNATURE OR TIME OF ORIGINAL PRODUCTION OF THIS DOCUMENT. FURTHERMORE, CARTEX AND ITS' ASSOCIATES MAKE NO REPRESENTATION THAT PREMAS GLOBAL OR DAVIS ARE WILLING TO DEDICATE RIGHT-OF-WAY AND THIS EXHIBIT IS PRESENTED TO THE CITY OF LEANDER ONLY FOR CONTEXTUAL AND PLANNING PURPOSES; AS DIRECTLY RELATED TO BARNETT. CARTEX AND ITS' ASSOCIATES MAKE NO REPRESENTATION FOR OR BEHALF OF ANY LAND OWNER THAT IS NOT A CLIENT TO CARTEX. NOR SHALL THIS EXHIBIT BE MADE TO ASSUME ANY WARRANTY TOWARD THE SUITABILITY OF THE RAIDER WAY EXTENSION FOR ANY PURPOSE OUTSIDE THOSE RELATED TO CARTEX CLIENT(S) AND SHOULD ONLY BE CONSIDERED PLANNING EXHIBITS, AS REQUESTED BY THE CITY OF LEANDER.

3"x3" BOX FOR CITY APPROVAL STAMP

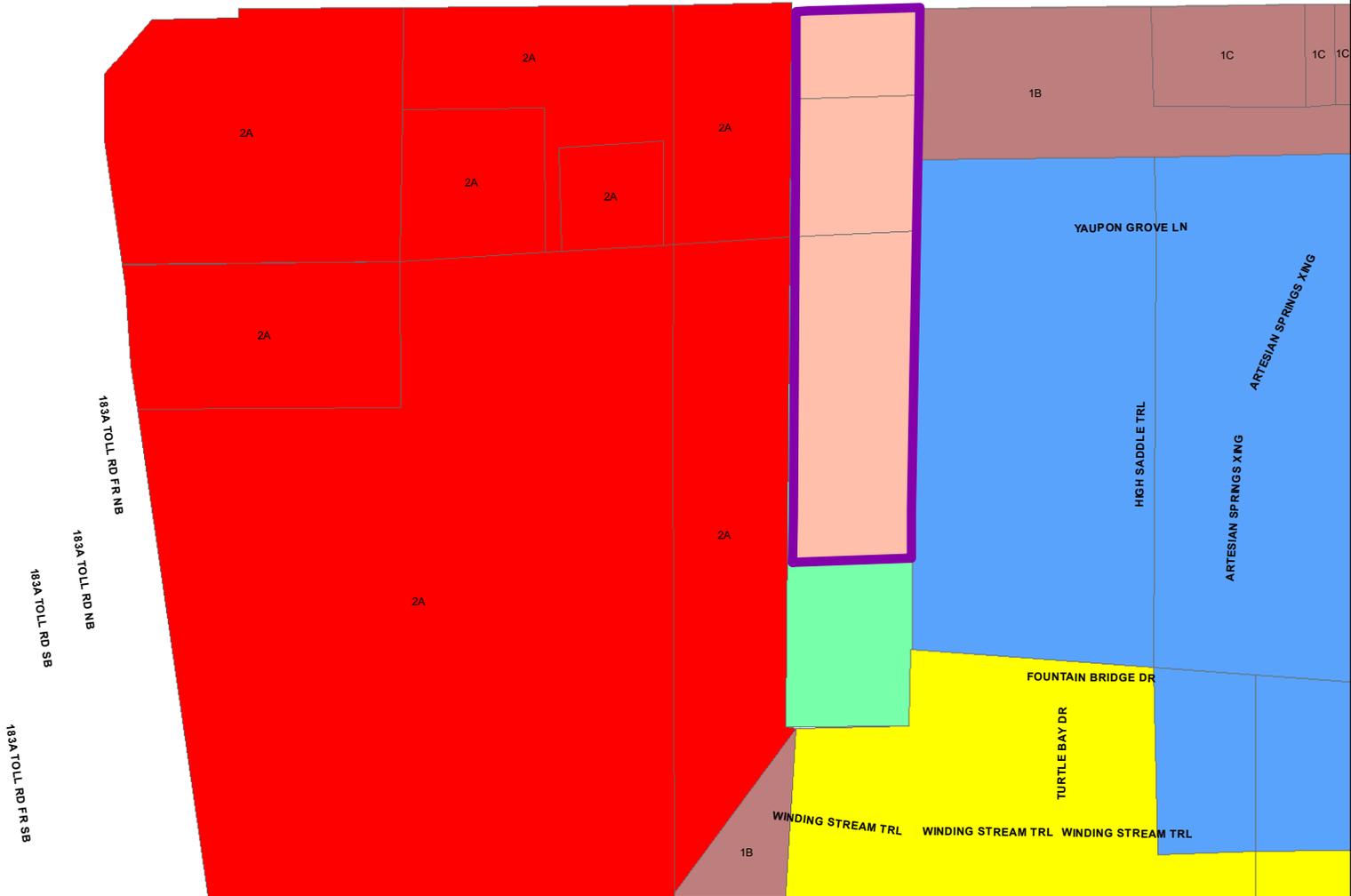


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OF



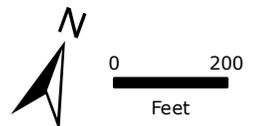
E CRYSTAL FALLS PKWY



**15-DA-005
Development Agreement**

Attachment #2
Location Exhibit
Barnett

-  Subject Property
-  City Limits





Executive Summary

May 19, 2016

Agenda Subject: Development Agreement Case #15-DA-002: Discussion and possible action to approve an addendum to the wastewater cost participation agreement between the City of Leander, Howard Barkley Wedemeyer and BWR Partners, LLC.

Background: The City entered into the wastewater cost participation agreement in November of 2015. The agreement provided for the City to participate in the costs of the oversizing of the wastewater infrastructure being constructed in conjunction with the development of the Wedemeyer Ranch. The infrastructure being constructed will serve a large area of the City within the San Gabriel River basin and will send the wastewater to the Liberty Hill Wastewater Treatment Plant pursuant to the City's wholesale agreement with Liberty Hill.

This addendum clarifies and modifies the section of the agreement related to fiscal posting by the developers and allows for the fiscal account to be drawn upon for the payment of construction invoices as the project progresses.

Origination: Applicant: Howard Barkley Wedemeyer and BWR Partners, LLC

Financial Consideration: None.

Recommendation: Staff recommends approval of the addendum.

Attachments: 1. Development Agreement addendum with exhibits

Prepared By: Tom Yantis, AICP
Assistant City Manager

05/10/2016

May 6, 2016

Bar W Ranch West - Phase One Lift Station and Wastewater Improvements

**Fiscal and City Escrow calculation based on the: "Wastewater Project Cost Participation Agreement", and the
"Partial Assignment and Assumption of Rights, Duties and Obligations Under Wastewater Project Cost Participation Agreement**

(All costs are based on the contract prices as bid by, and awarded to: Central Road & Utility, Ltd.)

Construction Work Items	Bid Amount	District Share (BWR)		Developer Share (Wedemeyer)		City of Leander Share	
SEGMENT 1	\$73,544.60	0.00%	\$0.00	45.78%	\$33,668.72	54.22%	\$39,875.88
SEGMENT 2	\$342,800.80	0.00%	\$0.00	22.63%	\$77,575.82	77.37%	\$265,224.98
SEGMENT 3	\$43,998.80	0.00%	\$0.00	20.26%	\$8,914.16	79.74%	\$35,084.64
SEGMENT 4	\$638,508.80	0.00%	\$0.00	28.53%	\$182,166.56	71.47%	\$456,342.24
SEGMENT 5	\$154,608.50	0.00%	\$0.00	18.67%	\$28,865.41	81.33%	\$125,743.09
SEGMENT 6*	\$37,130.60	0.00%	\$0.00	0.00%	\$0.00	100.00%	\$37,130.60
FORCE MAIN ITEMS***	\$1,695,029.50	45.78%	\$775,984.51	0.00%	\$0.00	54.22%	\$919,044.99
WATER & LIFT STATION APPURTENANCES***	\$2,165,383.80	45.78%	\$991,312.70	0.00%	\$0.00	54.22%	\$1,174,071.10
TOTAL PROJECT CONSTRUCTION COST	\$5,151,005.40		\$1,767,297.21		\$331,190.66		\$3,052,517.53
Fiscal due to city of Leander (110% of Project Cost)			\$1,944,026.93		\$364,309.73		
Additional depth of 16' Diameter Polymer Wet Well for City's future needs (\$403,067 - \$335,000 = \$48,067) ##	\$48,067.00	0.00%	\$0.00	0.00%		100.00%	\$48,067.00
Total Escrow amount for city of Leander's prorata share of construction cost of the Wastewater Project							\$3,100,584.53
* Segment 6 is a 12-inch line and manhole added to the plans to accommodate future city of Leander flows.							

*** The "Partial Assignment and Assumption of Right, Duties and Obligations Under Wastewater Project Cost Participation Agreement" assigns Wedemeyer responsibilities for Lift Station & Force Mains to BWR

Wedemeyer is responsible for the fiscal for gravity wastewater Segments 1 thru 5

Bid Item VIII-9 (\$403,067) is for full depth wet well . Bid Item IX-A3 (\$335,000) is for wet well depth prior to request by City to increase depth

This document prepared by: Ronnie Moore with Carlson, Brigance & Doering, Inc. May 6, 2016

**FIRST ADDENDUM TO THE WASTEWATER PROJECT
COST PARTICIPATION AGREEMENT**

This First Addendum to the Wastewater Project Cost Participation Agreement (this “First Addendum”) dated as of May ___, 2016, is entered into by the City of Leander, Texas, a home-rule municipality located in Williamson County and Travis County, Texas (“the City”); Howard Barkley Wedemeyer, a resident of Harris County, Texas (“Wedemeyer”); BWR Partners, LLC, a Texas limited liability company (“BWR”); and Leander Municipal Utility District No. 1 (“District No. 1”), Leander Municipal Utility District No. 2 (“District No. 2”), and Leander Municipal Utility District No. 3 (“District No. 3”).

RECITALS

A. Wedemeyer, Leander Municipal Utility Districts No. 1, 2 and 3 (the “Districts”) and the City previously entered into the Amended and Restated Agreement Regarding Consent to Creation of Leander Municipal Utility Districts No. 1, 2 and 3 and Development of the Bar W Ranch (the “Consent Agreement”) dated September 17, 2015 and the Wastewater Project Cost Participation Agreement dated November 13, 2015 (the “Cost Participation Agreement”). The Consent Agreement, including all rights, duties and obligations relating to the design, permitting and construction of the Lift Station, Force Mains and Metering Facility, as defined in the Consent Agreement, was partially assigned to BWR pursuant to that certain Partial Assignment of Rights, Duties, and Obligations and Assumption under Amended and Restated Agreement Regarding Consent to Creation of Leander Municipal Utility Districts No. 1, 2 and 3 and Development of the Bar W Ranch dated November 13, 2015 and the Cost Participation Agreement, including all rights, duties and obligations relating to the design, permitting and construction of the Lift Station, Force Mains and Metering Facility, as defined in the Consent Agreement, was partially assigned to BWR by Partial Assignment and Assumption of Rights, Duties and Obligations Under Wastewater Project Cost Participation Agreement dated November 13, 2015 (collectively, the “Assignments”).

B. The Consent Agreement and the Cost Participation Agreement set forth the parties’ agreements regarding the design, financing and construction of the Wastewater Project that will serve the land within the Districts together with certain additional land located within the City’s extraterritorial jurisdiction and city limits, and further provide for fiscal security for the Wastewater Project and the parties’ respective obligations relating to the Wastewater Project.

C. Wedemeyer and BWR have each posted Fiscal Security in the form of a cash escrow deposit in the amount of 110% of Wedemeyer’s and BWR’s respective Participation Percentages, as defined in the Consent Agreement and the Cost Participation Agreement, with the City. The amounts of such Fiscal Security have been as calculated accordance with the Assignments and are set forth on the attached **Exhibit A**. The parties wish to provide a protocol for the City to draw from the Fiscal Security to pay construction invoices for the Wastewater Project as provided in this Addendum.

NOW THEREFORE, for good and valuable consideration, including the consideration set forth in the Contract, the parties agree as follows:

1. Definitions. Words and phrases used in this Addendum shall, if defined in the Consent Agreement or the Cost Participation Agreement and not specifically modified by this Addendum, have the definition and meaning as provided in the Consent Agreement or the Cost Participation Agreement.

2. Draws from Fiscal Security. The City shall pay each of Wedemeyer's and BWR's respective portion of an Approved Draw Request that meets the requirements of Section 6(c) of the Cost Participation Agreement and that includes the related Certification and the Waiver and Release, from Wedemeyer's or BWR's respective Fiscal Security on deposit with the City, subject to any amounts to be retained under the Cost Sharing Agreement or the construction contract for the Wastewater Project, provided that each of Wedemeyer's and BWR's respective remaining Fiscal Security held by the City after the payment is greater than or equal to 110% of its remaining unpaid share of construction costs as shown on the related Certification. In the event that the remaining Fiscal Security of either Wedemeyer or BWR, as applicable, would be less than 110% of its remaining unpaid share of construction costs as shown on the related Certification after payment of any Approved Draw Request, the City will promptly give notice to Wedemeyer or BWR, as applicable, which notice will include the amount of the shortfall that would result in its Fiscal Security due to the payment (the "*Shortfall*"), and Wedemeyer or BWR, as applicable, must, within five business days, pay the Shortfall directly to the contractor in accordance with the Cost Participation Agreement, and provide the City with proof of such payment. The City will timely pay the remainder of the Approved Draw Request, less the Shortfall.

3. District Approval. This Addendum shall be effective as between Wedemeyer, BWR, and the City as of approval and signature of this Agreement by Wedemeyer, BWR, and the City. The Districts will approve and ratify this Addendum at their next schedule meeting.

4. Entire Agreement. This Addendum, together with the Consent Agreement and the Cost Participation Agreement, set forth the entire understanding of the parties and supersedes all prior agreements and understandings, whether written or oral, with respect to the subject matter hereof, among the parties to this Addendum.

5. Binding Nature of Addendum. The terms and provisions hereof shall be binding upon the Parties and their successors and assigns.

6. Effect of Addendum. The Parties agree that, except as modified hereby, the Consent Agreement and Cost Participation Agreement remain valid, binding, and in full force and effect. If there is any conflict or inconsistency between this Addendum and the Consent Agreement or Cost Participation Agreement, this Addendum will control and modify the Consent Agreement and Cost Participation Agreement to the extent of the conflict only.

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

IN WITNESS WHEREOF, the parties have executed this First Amendment, effective as of the date indicated above.

CITY:

CITY OF LEANDER, TEXAS

By: _____

Name: _____

Title: City Manager

Date: _____

DEVELOPER:

H. Barkley Wedemeyer

Date: _____

BWR PARTNERS, LLC, a Texas limited liability company

By: _____
Joseph W. Straub, Manager

Date: _____

DISTRICT NO. 1:

**LEANDER MUNICIPAL UTILITY DISTRICT
NO. 1**

By: _____
Will Withers, President
Board of Directors

Gene Calabro, Secretary
Board of Directors

DISTRICT NO. 2:
LEANDER MUNICIPAL UTILITY DISTRICT
NO. 2

By: _____
Chuck Walters, President
Board of Directors

Thomas Beier, Secretary
Board of Directors

DISTRICT NO. 3:

**LEANDER MUNICIPAL UTILITY DISTRICT
NO. 3**

By: _____
Marsha Adams President
Board of Directors

Date: _____

Shalene Conrad, Secretary
Board of Directors

EXHIBIT A
Fiscal Security Calculations



Executive Summary

May 19, 2016

Agenda Subject: Resolution Approving of a change in Atmos Energy Corporation, Mid-Tex Division’s (“ATMOS”) rates as a result of settlement between Atmos and the Atmos Texas municipalities (“ATM”) under the rate review mechanism for 2016.

Background: On about March 1, 2016, Atmos submitted its fourth application under the current RRM seeking a *system-wide* rate increase of \$35.4 million (“2016 RRM”), which equates to an increase of about 6.04%. After review of Atmos’ application, the Railroad Commission’s prior rulings, and Atmos’ responses to requests for information submitted to Atmos by ATM’s Special Counsel and consultants, ATM’s consultants concluded that Atmos merited an increase of about \$10.8 million. ATM’s Special Counsel presented its findings to Atmos, with which Atmos disagrees.

After a series of negotiations with Atmos, ATM’s Special Counsel recommends resolving the 2016 RRM with an increase of \$29.9 million, which equates to an increase of about 5.5%. If the ATM Cities reject Atmos’ settlement offer, Atmos would likely appeal the cities’ decision to the Railroad Commission.

While there are a number of contested issues whose outcome is uncertain in an appeal, based on the Railroad Commission’s history and prior decisions, ATM’s Special Counsel and consultants are of the opinion that the Railroad Commission would reach a result not materially different than the settlement amount of \$29.9 million, and perhaps approve a higher increase.

The impact on rates on an *average* customer’s bill would be as follows:

Customer Class	Current Bill	Proposed Bill	Difference	% Increase with Gas Cost	% Increase without Gas Cost
Residential	\$52.01	\$53.27	\$1.26	2.43%	5.05%
Commercial	\$267.17	\$270.98	\$3.81	1.43%	5.03%
Industrial	\$5,184.05	\$5,286.77	\$102.72	1.98%	5.41%
Transportation	\$3,666.82	\$3,769.54	\$102.72	2.80%	5.41%

Origination: Robert G. Powers, Finance Director

Financial Consideration:

Recommendation: Approval

Attachments: Consultant correspondence; Resolution

Prepared by: Robert G. Powers, Finance Director

AGENDA INFORMATION SHEET
AGENDA ITEM NO. _____

**APPROVAL OF A CHANGE IN ATMOS ENERGY CORPORATION,
MID-TEX DIVISION'S ("ATMOS") RATES AS A RESULT OF
SETTLEMENT BETWEEN ATMOS AND THE ATMOS TEXAS
MUNICIPALITIES ("ATM") UNDER THE RATE REVIEW
MECHANISM FOR 2016**

ATMOS TEXAS MUNICIPALITIES

The City is a member of the Atmos Texas Municipalities (ATM). The ATM group was organized by a number of municipalities served by Atmos and has been represented by the law firm of Herrera & Boyle, PLLC (through Mr. Alfred R. Herrera). ATM also retained the services of a consulting firm, Utilitech, Inc. (Mr. Mike Brosch and Mr. Steve Carver) to assist in reviewing an application submitted by the Atmos Energy-Mid-Tex Division (Atmos) that seeks to increase its rates and change its rates. Herrera & Boyle, PLLC and Utilitech, Inc. have participated in prior rate cases involving Atmos and have extensive knowledge and experience in rate matters affecting Atmos' rates, operations, and services.

HISTORY OF PRIOR RATE INCREASES

Increase Under Previous Version of RRM (Approved October 2010)

On March 15, 2010, Atmos requested an increase of \$70.1 million in its system-wide rates. ATM and Atmos settled on an increase of \$27 million for prospective rates.

Increase Under Previous Version of RRM (Approved September 2011)

On April 1, 2011, Atmos filed a request to increase rates system-wide by \$15.6 million. ATM and Atmos agreed to not increase base rates and permitted Atmos to recover \$6.6 million for the steel pipe replacement program.

General Rate Case (Approved December 2012)

In January 2012, Atmos sought an increase of about \$49.1 million. Ultimately, the ATM cities and Atmos were not able to reach agreement on an increase and Atmos filed an appeal to the Railroad Commission of Texas. The Railroad Commission approved an increase of about \$24.1 million, representing an increase in revenue of about 7%.

Prior Increase Under Current RRM (July 2013)

In the summer of 2013, Atmos and ATM entered into an agreement that approved a revised Rate Review Mechanism (RRM). The RRM approved in the summer of 2013 is the third iteration of that rate-setting mechanism.

On about July 15, 2013, Atmos submitted a request to increase rates under the current RRM. Atmos requested an increase in rates on a system-wide basis of \$22.7 million, which is an increase of about 5%. Following a series of settlement negotiations between Atmos' experts and ATM's experts, Atmos agreed to an increase of \$16.6 million, an increase in revenue of about 3.7%.

Prior Increase Under the RRM (June 2014) – Atmos Filed Appeal With the Railroad Commission – Gas Utility Docket (GUD) No. 10359:

On about February 28, 2014, Atmos filed its second request to increase rates under the current iteration of the RRM (the "2014 RRM") and requested a system-wide increase of about \$45.6 million (9.2% increase in revenue). ATM's consultants' preliminary assessment indicated that Atmos warranted at most an increase of \$26.6 million. A settlement was not reached, the ATM cities denied Atmos' proposed increase, and Atmos appealed ATM's denial of its revenue increase to the Railroad Commission. On appeal Atmos revised its request downward from \$45.6 million to \$43.8 million. Atmos implemented the full rates on June 1, 2014, subject to refund. The Commission held a hearing on September 3, 2014, and after the hearing, the hearing examiner proposed an increase of \$42.9 million, that is, only about \$860,000 less than Atmos requested.

Prior Increase Under the RRM (May 2015):

On February 27, 2015, Atmos submitted its third application under the current RRM seeking a *system-wide* rate increase of \$28.7 million ("2015 RRM"), which equates to an increase of about 5.6%. After review of Atmos' application, the Railroad Commission's proposal for decision in GUD No. 10359, and the Hearing Examiner's PFD for the 2014 RRM, ATM's Special Counsel and consultants concluded that if the matter were appealed to the Railroad Commission, the result would be an increase closer to about \$23 million.

Ultimately, ATM and Atmos settled the appeal related to Atmos' proposed increase for Atmos' 2014 RRM, and Atmos' 2015 RRM, for a combined increase in rates of about \$65.69 million, comprised on an increase of about \$43.82 million for its 2014 RRM and about \$21.87 million for its 2015 RRM.

Pending 2016 RRM (May 2016):

On about March 1, 2016, Atmos submitted its fourth application under the current RRM seeking a *system-wide* rate increase of \$35.4 million ("2016 RRM"), which equates to an increase of about 6.04%. After review of Atmos' application, the Railroad Commission's

prior rulings, and Atmos' responses to requests for information submitted to Atmos by ATM's Special Counsel and consultants, ATM's consultants concluded that Atmos merited an increase of about \$10.8 million. ATM's Special Counsel presented its findings to Atmos, with which Atmos disagrees. Following negotiations with Atmos, Atmos agreed to an increase of \$29.9 million, which equates to an increase of about 5.5%.

OPTIONS FOR CITY ACTION REGARDING ATMOS' 2016 RRM:

The item requiring City action is Atmos' 2016 RRM. At this juncture the ATM cities' options are as follows:

- Option 1.** To deny Atmos' requested increase under the 2016 RRM of \$35.4 million and approve no increase;
- Option 2.** To deny Atmos' requested increase and approve an increase of no more than \$10.8 million for its 2016 RRM, based on ATM's consultants' preliminary report;
- Option 3.** To take no action and allow Atmos' proposed increase of \$35.4 million to go into effect; or
- Option 4.** To approve a settlement agreement that resolves the 2016 RRM with an increase in rates of \$29.9 million.

Note that under Option 1 and Option 2, Atmos has the right to appeal the ATM cities' decisions to the Railroad Commission of Texas and pending such an appeal has the right to implement its proposed increase of \$35.4 million effective June 1, 2016, subject to refund if the Commission's review later finds a lower amount is appropriate. Atmos would very likely file an appeal to the Railroad Commission should the ATM cities approve an increase less than \$29.9 million.

In an appeal to the Commission, Atmos would in all likelihood argue that the costs of appeal should be borne by only those cities that "caused" the appeal. Given the Commission's tendency to err in favor of utilities, Atmos would likely prevail. An appeal would increase the burden on ratepayers by adding rate case expenses, which would include both ATM's and Atmos' costs of preparing and prosecuting the appeal, and the costs of a hearing.

RECOMMENDATION:

After a series of negotiations with Atmos, ATM's Special Counsel recommends resolving the 2016 RRM with an increase of \$29.9 million.

If the ATM Cities reject Atmos' settlement offer, Atmos would likely appeal the cities' decision to the Railroad Commission. While there are a number of contested issues

whose outcome is uncertain in an appeal, based on the Railroad Commission’s history and prior decisions, ATM’s Special Counsel and consultants are of the opinion that the Railroad Commission would reach a result not materially different than the settlement amount of \$29.9 million, and perhaps approve a higher increase.

Therefore, because of the risks of a litigated outcome, including the cost of litigation at the Railroad Commission, ATM’s special counsel advises the ATM cities to accept a settlement that increases Atmos’ revenue by about \$29.9 million over the current revenue Atmos is collecting.

An increase under the 2016 RRM of about \$29.9 million over the base-rate revenue Atmos is *currently* collecting, represents an increase of about 5.5% in non-gas revenue and the impact on rates on an average customer’s bill would be as follows:

Customer Class	Current Bill	Proposed Bill	Difference	% Increase with Gas Cost	% Increase without Gas Cost
Residential	\$52.01	\$53.27	\$1.26	2.43%	5.05%
Commercial	\$267.17	\$270.98	\$3.81	1.43%	5.03%
Industrial	\$5,184.05	\$5,286.77	\$102.72	1.98%	5.41%
Transportation	\$3,666.82	\$3,769.54	\$102.72	2.80%	5.41%

The rate schedules to accomplish the increase are attached to the Resolution approving the increase.

The City should take action as soon as possible but no later than May 31, 2016.

RESOLUTION NO. _____

A RESOLUTION BY THE CITY OF _____, TEXAS (“CITY”), APPROVING A CHANGE IN THE RATES OF ATMOS ENERGY CORPORATION, MID-TEX DIVISION (“ATMOS”) AS A RESULT OF A SETTLEMENT BETWEEN ATMOS AND THE ATMOS TEXAS MUNICIPALITIES (“ATM”) UNDER THE RATE REVIEW MECHANISM; FINDING THE RATES SET BY THE ATTACHED TARIFFS TO BE JUST AND REASONABLE; FINDING THAT THE MEETING COMPLIED WITH THE OPEN MEETINGS ACT; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THE RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

WHEREAS, the City of _____, Texas (“City”) is a regulatory authority under the Gas Utility Regulatory Act “GURA”) and under § 103.001 of GURA has exclusive original jurisdiction over Atmos Energy Corporation – Mid-Tex Division (“Atmos”) rates, operations, and service of a gas utility within the municipality; and

WHEREAS, the City has participated in prior cases regarding Atmos as part of a coalition of cities known as the Atmos Texas Municipalities (“ATM”); and

WHEREAS, pursuant to the Rate Review Mechanism (“RRM”) for 2016 filed with the City on or around March 1, 2016 for a proposed system-wide increase of \$35.4 million; and

WHEREAS, experts representing ATM have been analyzing data furnished by Atmos and interviewing Atmos’ management regarding the RRM; and

WHEREAS, the Steering Committee of ATM and its counsel recommend approval of the attached tariffs, set forth as Attachment A, along with the proof of revenues set forth as Attachment B, which results in an increase in Atmos’ revenue of \$29.9 million, and Attachment C, setting forth the beginning balance for purposes of determining pension and other post-employment benefits to be recovered in the next RRM filing.

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

Section 1. The findings set forth in this Resolution are hereby in all things approved.

Section 2. The amended tariffs in Attachment A are hereby adopted to become effective on June 1, 2016.

Section 3. To the extent any Resolution previously adopted by the City Council is inconsistent with this Resolution, it is hereby superseded.

Section 4. The meeting at which this Resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 5. If any one or more sections or clauses of this Resolution is judged to be unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remaining provisions of this Resolution and the remaining provisions of the Resolution shall be interpreted as if the offending section or clause never existed.

Section 6. This Resolution shall become effective from and after its passage.

Section 7. A copy of this Resolution shall be sent to Atmos Mid-Tex, care of Christopher Felan, Vice President of Rates and Regulatory Affairs, Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1600, Dallas, Texas 75240 and to Mr. Alfred R. Herrera, Herrera & Boyle, PLLC, 816 Congress Avenue, Suite 1250, Austin, Texas 78701.

PASSED AND APPROVED this _____ day of _____, 2016.

Mayor

ATTEST:

City Secretary

RATE SCHEDULE:	R – RESIDENTIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 06/01/2016	PAGE: 12

Application

Applicable to Residential Customers for all natural gas provided at one Point of Delivery and measured through one meter.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 19.10 per month
Rider CEE Surcharge	\$ 0.02 per month ¹
Total Customer Charge	\$ 19.12 per month
Commodity Charge – All <u>Ccf</u>	\$0.11378 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

¹Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2015.

RATE SCHEDULE:	C – COMMERCIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 06/01/2016	PAGE: 13

Application

Applicable to Commercial Customers for all natural gas provided at one Point of Delivery and measured through one meter and to Industrial Customers with an average annual usage of less than 30,000 Ccf.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 41.75 per month
Rider CEE Surcharge	\$ 0.02 per month ¹
Total Customer Charge	\$ 41.77 per month
Commodity Charge – All Ccf	\$ 0.08494 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

¹ Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2015.

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 06/01/2016	PAGE: 14

Application

Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 3,500 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one meter. Service for Industrial Customers with an MDU equal to or greater than 3,500 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and MMBtu charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 738.00 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.3096 per MMBtu
Next 3,500 MMBtu	\$ 0.2267 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0486 per MMBtu

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Curtailement Overpull Fee

Upon notification by Company of an event of curtailement or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailement or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 06/01/2016	PAGE: 15

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate I, Customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 06/01/2016	PAGE: 16

Application

Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., Mid-Tex Division Distribution System (Customer) for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's bill will be calculated by adding the following Customer and MMBtu charges to the amounts and quantities due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 738.00 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.3096 per MMBtu
Next 3,500 MMBtu	\$ 0.2267 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0486 per MMBtu

Upstream Transportation Cost Recovery: Plus an amount for upstream transportation costs in accordance with Part (b) of Rider GCR.

Retention Adjustment: Plus a quantity of gas as calculated in accordance with Rider RA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Imbalance Fees

All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

Monthly Imbalance Fees

Customer shall pay Company the greater of (i) \$0.10 per MMBtu, or (ii) 150% of the difference per MMBtu between the highest and lowest "midpoint" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" during such month, for the MMBtu of Customer's monthly Cumulative Imbalance, as defined in the applicable Transportation Agreement, at the end of each month that exceeds 10% of Customer's receipt quantities for the month.

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 06/01/2016	PAGE: 17

Curtailement Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement

A transportation agreement is required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate T, customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 11/01/2016	PAGE: 41

Provisions for Adjustment

The Commodity Charge per Ccf (100 cubic feet) for gas service set forth in any Rate Schedules utilized by the cities of the Mid-Tex Division service area for determining normalized winter period revenues shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment." The Weather Normalization Adjustment shall apply to all temperature sensitive residential and commercial bills based on meters read during the revenue months of November through April. The five regional weather stations are Abilene, Austin, Dallas, Waco, and Wichita Falls.

Computation of Weather Normalization Adjustment

The Weather Normalization Adjustment Factor shall be computed to the nearest one-hundredth cent per Ccf by the following formula:

$$WNAF_i = R_i \frac{(HSF_i \times (NDD-ADD))}{(BL_i + (HSF_i \times ADD))}$$

Where

- i = any particular Rate Schedule or billing classification within any such particular Rate Schedule that contains more than one billing classification
- $WNAF_i$ = Weather Normalization Adjustment Factor for the i^{th} rate schedule or classification expressed in cents per Ccf
- R_i = Commodity Charge rate of temperature sensitive sales for the i^{th} schedule or classification.
- HSF_i = heat sensitive factor for the i^{th} schedule or classification divided by the average bill count in that class
- NDD = billing cycle normal heating degree days calculated as the simple ten-year average of actual heating degree days.
- ADD = billing cycle actual heating degree days.
- BL_i = base load sales for the i^{th} schedule or classification divided by the average bill count in that class

The Weather Normalization Adjustment for the j th customer in i th rate schedule is computed as:

$$WNA_j = WNAF_i \times q_{ij}$$

Where q_{ij} is the relevant sales quantity for the j th customer in i th rate schedule.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 11/01/2016	PAGE: 42

Base Use/Heat Use Factors

Weather Station	<u>Residential</u>		<u>Commercial</u>	
	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>
Abilene	10.09	0.1392	98.01	0.6440
Austin	11.21	0.1551	203.36	0.8564
Dallas	13.72	0.2048	189.83	0.9984
Waco	9.89	0.1411	129.75	0.6695
Wichita Falls	11.49	0.1506	122.35	0.5967

Weather Normalization Adjustment (WNA) Report

On or before June 1 of each year, the company posts on its website at atmosenergy.com/mtx-wna, in Excel format, a *Weather Normalization Adjustment (WNA) Report* to show how the company calculated its WNAs factor during the preceding winter season. Additionally, on or before June 1 of each year, the company files one hard copy and an Excel version of the *WNA Report* with the Railroad Commission of Texas' Gas Services Division, addressed to the Director of that Division.

**ATMOS ENERGY CORP., MID-TEX DIVISION
 PROPOSED TARIFF STRUCTURE (BEFORE RATE CASE EXPENSE RECOVERY)
 TEST YEAR ENDING DECEMBER 31, 2015**

(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)
1 Proposed Change In Rates:		\$ 29,603,205		Schedule A						
2 Proposed Change In Rates without Revenue Related Taxes:		\$ 27,447,850		Ln 1 divided by factor on WP_F-5.1						
3										
4										
5										
6										
	Revenue Requirements		Allocations							
7 Residential	\$ 338,431,486		77.95%	Per GUD 10170 Final Order						
8 Commercial	84,223,622		19.40%	Per GUD 10170 Final Order						
9 Industrial and Transportation	11,490,316		2.65%	Per GUD 10170 Final Order						
10 Net Revenue Requirements GUD No. 10170	<u>\$ 434,145,424</u>									

16 With Proportional Increase all classes but Residential and a 40% residential base charge increase:

	Current	Prospective	Revenues
19 Residential Base Charge	\$ 18.56	\$ 0.48	\$ 8,558,622
20 Residential Consumption Charge	\$ 0.09931	\$ 0.01540	12,837,933
21 Commercial Base Charge	\$ 39.87	\$ 1.81	2,662,423
22 Commercial Consumption Charge	\$ 0.08020	\$ 0.00480	2,662,423
23 I&T Base Charge	\$ 697.35	\$ 38.03	363,224
24 I&T Consumption Charge Tier 1 MMBTU	\$ 0.2937	\$ 0.0166	172,167
25 I&T Consumption Charge Tier 2 MMBTU	\$ 0.2151	\$ 0.0121	139,070
26 I&T Consumption Charge Tier 3 MMBTU	\$ 0.0461	\$ 0.0026	51,988
27			<u>\$ 27,447,850</u>

17 With Customer Charges Rounded Off and residential base charge increase for 2015 limited to \$0.50 per RRM tariff:

	Proposed Change	Proposed Change In Revenues	Proposed Rates	Proposed Revenues
19 Residential Base Charge	\$ 0.52	\$ 9,335,278	\$ 19.08	\$ 339,813,673
20 Residential Consumption Charge	\$ 0.01447	12,061,297	\$ 0.11378	94,839,970
21 Commercial Base Charge	\$ 1.83	2,697,162	\$ 41.70	61,390,268
22 Commercial Consumption Charge	\$ 0.00474	2,626,475	\$ 0.08494	47,065,984
23 I&T Base Charge	\$ 39.65	378,728	\$ 737.00	7,039,815
24 I&T Consumption Charge Tier 1 MMBTU	\$ 0.0159	165,150	\$ 0.3096	3,215,747
25 I&T Consumption Charge Tier 2 MMBTU	\$ 0.0116	132,888	\$ 0.2267	2,597,042
26 I&T Consumption Charge Tier 3 MMBTU	\$ 0.0025	49,955	\$ 0.0486	971,117
27		<u>\$ 27,446,933</u>		<u>\$ 556,933,616</u>

28 Data Sources:
 29 GUD10170_FINAL.xlsm

**ATMOS ENERGY CORP., MID-TEX DIVISION
PENSIONS AND RETIREE MEDICAL BENEFITS FOR CITIES APPROVAL
TEST YEAR ENDING DECEMBER 31, 2015**

Line No.	Description (a)	Shared Services		Mid-Tex Direct			Adjustment Total (g)
		Pension Account Plan ("PAP") (b)	Post-Retirement Medical Plan ("FAS 106") (c)	Pension Account Plan ("PAP") (d)	Supplemental Executive Benefit Plan ("SERP") (e)	Post-Retirement Medical Plan ("FAS 106") (f)	
1	Fiscal Year 2016 Towers Watson Report (excluding Removed Cost Centers)	\$ 5,101,680	\$ 2,896,450	\$ 7,840,683	\$ 150,433	\$ 4,466,430	
2	Allocation to Mid-Tex	40.56%	40.56%	71.52%	100.00%	71.52%	
3	FY16 Towers Watson Benefit Costs (excluding Removed Cost Centers)						
3	Allocated to MTX (Ln 1 x Ln 2)	\$ 2,069,299	\$ 1,174,833	\$ 5,607,955	\$ 150,433	\$ 3,194,561	
4	O&M and Capital Allocation Factor	100.00%	100.00%	100.00%	100.00%	100.00%	
4	FY16 Towers Watson Benefit Costs To Approve (excluding Removed Cost Centers) (Ln 3 x Ln 4)	\$ 2,069,299	\$ 1,174,833	\$ 5,607,955	\$ 150,433	\$ 3,194,561	\$ 12,197,081
6							
7							
8	Summary of Costs to Approve:						
9							
10	Total Pension Account Plan ("PAP")	\$ 2,069,299		\$ 5,607,955			\$ 7,677,254
11	Total Post-Retirement Medical Plan ("FAS 106")		\$ 1,174,833			\$ 3,194,561	4,369,394
12	Total Supplemental Executive Retirement Plan ("SERP")				\$ 150,433		150,433
13	Total (Ln 10 + Ln 11 + Ln 12)	\$ 2,069,299	\$ 1,174,833	\$ 5,607,955	\$ 150,433	\$ 3,194,561	\$ 12,197,081
14							
15							
16	O&M Expense Factor	96.41%	96.41%	37.42%	20.77%	37.42%	
17							
18	Expense Portion (Ln 13 x Ln 16)	\$ 1,995,016	\$ 1,132,659	\$ 2,098,222	\$ 31,249	\$ 1,195,248	\$ 6,452,393
19							
20	Capital Factor	3.59%	3.59%	62.58%	79.23%	62.58%	
21							
22	Capital Portion (Ln 13 x Ln 20)	\$ 74,283	\$ 42,174	\$ 3,509,733	\$ 119,184	\$ 1,999,313	\$ 5,744,687
23							
24	Total (Ln 18 + Ln 22)	\$ 2,069,299	\$ 1,174,833	\$ 5,607,955	\$ 150,433	\$ 3,194,561	\$ 12,197,081

March 4, 2016

FROM: Alfred R. Herrera
Herrera & Boyle, PLLC
816 Congress Ave., Suite 1250
Austin, TX 78701

TO ALL ATM CITIES:

A.

NEW FILING BY ATMOS UNDER THE RATE REVIEW MECHANISM:

On about March 1, 2016, Atmos MidTex file its request to increase rates for 2016 under the tariff know as the Rate Review Mechanism ("RRM").

In that filing Atmos seeks an increase of approximately \$28.9 million for its MidTex cities (excluding Dallas). The \$28.9 million represents about a 6% increase in its base revenue. On a systemwide basis the increase is about \$35.4 million. When taking into account the cost of natural gas, compared to last year's revenue, Atmos' request is an overall increase in revenue of about 2.58%.

Based on Atmos' requested amount, and not including the cost of gas, an "average" customer will see a increase of about \$1.52 in their bill. On an overall basis, including the cost of gas, given the historically low price for natural gas in today's market, an average customer will actually see a decrease of about \$6.00 in their bill.

Keep in mind that Atmos does not control the cost of natural gas; what it controls are its own costs. With regard to its own costs, the increase in revenue to Atmos will be about 6% in annual revenue.

Our office, along with the consultants we've engaged on the Atmos Texas Municipalities' (ATM) behalf, will attend a technical conference on March 10, 2016 where Atmos will explain in more detail its filing and where we'll have an opportunity to ask questions of Atmos regarding its request.

B.

LIST OF ATM CITIES AND DATE BY WHEN FINAL ACTION IS NEEDED:

Austin, Balch Springs, Bandera, Bartlett, Belton, Blooming Grove, Bryan, Burnet, Cameron, Cedar Park, Clifton, Commerce, Copperas Cove, Corsicana, Denton, Electra, Fredericksburg, Gatesville, Georgetown, Glen Rose, Goldthwaite, Granbury, Greenville, Groesbeck, Hamilton, Heath, Henrietta, Hickory Creek, Hico, Hillsboro, Hutto, Jacksboro, Kerens, Lampasas, Lancaster, Leander, Lometa, Longview, Marble Falls, Mart, Mexia, Olney, Point, Pflugerville, Princeton, Ranger, Rice, Riesel, Rockdale, Rogers, Round Rock, San Angelo, Sanger, Somerville, Star Harbor, Trinidad, and Whitney.

Your city will need to make a final decision on this by no later than May 31, 2016. Our goal will be to provide you an assessment of Atmos' request by about early- to mid-May, 2016, and likely a preliminary assessment some time in April, 2016.

C.

PRIOR INCREASES UNDER THE RRM:

As a refresher, below is a summary of increases in Atmos' rates under the RRM from 2010 - 2015, FYI.

Prior Rate Increases from 2010 to Present

1. 2010 RRM

On March 15, 2010, Atmos filed a system-wide request for \$70.1 million, which consisted of a true-up of \$36.2 million and a prospective rate increase of \$33.9 million. ATM and Atmos settled on an increase of \$27 million for prospective rates.

2. 2011 RRM

On April 1, 2011, Atmos filed a request to increase rates system-wide by \$15.6 million. This consisted of approximately \$9 million in a base rate increase (.72% increase in revenue) and \$6.6 million for a steel pipe replacement program. ATM and Atmos agreed to not increase base rates and permitted Atmos to recover \$6.6 million for the steel pipe replacement program.

3. 2012 Base Rate Case

In January 2012, Atmos filed a base rate case requesting a \$49.1 million system-wide increase. A settlement was not reached at the city-level and Atmos filed an appeal to the Railroad Commission of Texas. The Commission approved an increase of about \$24.1 million (7% increase in revenue).

4. 2013 RRM

In 2013 ATM and Atmos agreed to a new RRM structure. On or around July 15, 2013 Atmos filed the first RRM of the current iteration of the RRM. Atmos requested an increase in rates on a system-wide basis of \$22.7 million (5% increase in revenue). ATM and Atmos settled on an increase of \$16.6 million (3.7% increase in revenue).

5. 2014 RRM

On February 28, 2014, Atmos filed the second RRM of the current iteration of the RRM and requested an system-wide increase of about \$45.6 million (9.2% increase in revenue). ATM's consultants' preliminary assessment indicated that Atmos warranted at most an increase of \$26.6 million. A

settlement was not reached, and Atmos appealed ATM's denial of its revenue increase to the Railroad Commission. A hearing was held on September 3, 2014. The Railroad Commission has still not issued a decision on the 2014 RRM. The RRM permitted Atmos to implement its proposed rates, subject to refund, after Atmos appealed to the Railroad Commission.

6. 2015 RRM

In its 2015 RRM Atmos requested an increase of about \$28.7 million and we've reached an agreement for an increase of about \$21.8 million.

Also, as part of that settlement we resolved Atmos' appeal of the ATM cities' denial of Atmos' filing under the RRM for 2014. As you'll recall, in its 2014 RRM Atmos sought an increase of about \$45.6 million and the Commission's hearing examiner proposed an increase of about \$42.9 million. Given that the Commission would in all likelihood approve the examiner's proposal for decision it would have been a fruitless exercise to try to persuade the Commission otherwise and we'd incur rate case expenses needlessly.

Thus, settlement of the 2015 RRM approved an increase of about \$42.9 million for Atmos' 2014 RRM and an increase of about \$21.8 million for Atmos' 2015 RRM. Because Atmos had been charging higher rates under the 2014 RRM on an interim basis and subject to refund, the actual increase ratepayers saw from the settlement is an increase of about \$21.8 million, which represents an overall increase in revenue of about 4%.

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Executive Summary

May 19, 2016

Subject: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEANDER, TEXAS, AUTHORIZING THE RETENTION OF SPECIAL LEGAL COUNSEL TO REPRESENT THE CITY IN PUBLIC UTILITY COMMISSION DOCKET NO. 45866 REGARDING THE “APPLICATION OF THE LOWER COLORADO RIVER AUTHORITY TRANSMISSION SERVICES CORPORATION TO AMEND A CERTIFICATE OF CONVENIENCE AND NECESSITY FOR THE ROUND ROCK – LEANDER 138-kV TRANSMISSION LINE IN WILLIAMSON COUNTY, TEXAS;” DIRECTING SPECIAL LEGAL COUNSEL TO FILE A MOTION TO INTERVENE IN PUC DOCKET NO. 45866 AND TO REPRESENT THE CITY IN THE PROCEEDINGS ON THE APPLICATION TO THE FULLEST EXTENT PERMITTED BY LAW CONSISTENT WITH DIRECTION FROM THE CITY COUNCIL; AUTHORIZING THE RETENTION OF EXPERT WITNESSES; MAKING CERTAIN FINDINGS; AND DECLARING AN EFFECTIVE DATE.

Background: On April 28, 2016 the LCRA Transmissions Services Corporation filed an application with the Texas Public Utilities Commission (“PUC”) to amend a certificate of convenience and necessity for a proposed 138-kV transmission line from Round Rock to Leander in Williamson County (PUC Docket No. 45866). The project would include construction of two new substations in Leander and Cedar Park, and a new 138-kVC transmission line connecting the two new substations to the electric grid at existing Leander and Round Rock substations. The application includes approximately 31 alternative routes and 16 possible locations for the two new substations. Any of the proposed substation locations and any of the alternative routes, or any combination of segments from any of the alternative routes, may be selected by the PUC.

The only way to participate in PUC’s decision on where to locate the transmission line and substations is to intervene in PUC Docket No. 45866. The deadline to intervene is June 13, 2016, but many requests for intervention have already been filed. The attached resolution authorizes the retention of Carls, McDonald & Dalrymple, LLP to represent the City in PUC Docket No. 45866, file the motion for intervention, and represent the City in the proceedings. It also authorizes the City Manager to retain experts as needed (consistent with City ordinances and policies) to assist in the representation.

Financial Consideration: Estimated legal and expert witness fees not to exceed \$50,000 without additional Council approval.

Recommendation: Staff requests the Mayor sign the attached resolution and engagement agreement with the law firm of Carls, McDonald & Dalrymple, LLP.

Attachments: Resolution; Engagement Agreement

Prepared by: Pat Womack, Public Works Director

RESOLUTION NO. 16-_____ - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEANDER, TEXAS, AUTHORIZING THE RETENTION OF SPECIAL LEGAL COUNSEL TO REPRESENT THE CITY IN PUBLIC UTILITY COMMISSION DOCKET NO. 45866 REGARDING THE “APPLICATION OF THE LOWER COLORADO RIVER AUTHORITY TRANSMISSION SERVICES CORPORATION TO AMEND A CERTIFICATE OF CONVENIENCE AND NECESSITY FOR THE ROUND ROCK – LEANDER 138-kV TRANSMISSION LINE IN WILLIAMSON COUNTY, TEXAS;” DIRECTING SPECIAL LEGAL COUNSEL TO FILE A MOTION TO INTERVENE IN PUC DOCKET NO. 45866 AND TO REPRESENT THE CITY IN THE PROCEEDINGS ON THE APPLICATION TO THE FULLEST EXTENT PERMITTED BY LAW CONSISTENT WITH DIRECTION FROM THE CITY COUNCIL; AUTHORIZING THE RETENTION OF EXPERT WITNESSES; MAKING CERTAIN FINDINGS; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, on April 28, 2016 the LCRA Transmissions Services Corporation filed an application with the Texas Public Utilities Commission (“PUC”) to amend a certificate of convenience and necessity for a proposed 138-kV transmission line from Round Rock to Leander in Williamson County, which application has been designated as PUC Docket No. 45866; and

WHEREAS, the project would include construction of two new substations – one in Leander and the other in Round Rock – and a new 138-kVC transmission line connecting the two new substations to the electric grid at existing Leander and Round Rock substations; and

WHEREAS, the project is proposed to be constructed on double-circuit capable steel and/or concrete pole structures with one circuit to be installed initially and the second circuit to be installed at a later date; and

WHEREAS, the application includes approximately 31 alternative routes ranging from approximately 12 to 21 miles in length and 16 possible locations for the two proposed substations; and

WHEREAS, any of the proposed substation locations and any of the alternative routes, or any combination of segments from any of the alternative routes, may be selected by the PUC; and

WHEREAS, each of the proposed Leander substation locations and routes has significant, measureable impacts on City property and facilities, and on the residents and property owners in the City; and

WHEREAS, the only way to participate in PUC’s decision on where to locate the transmission line and substations is to intervene in PUC Docket No. 45866; and

WHEREAS, due to the complexity of the application and applicable statutes and rules, it is necessary to engage the expertise of lawyers and consultants to assist the City in fully participating in PUC Docket No.45866 in order to protect the City's interests.

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

SECTION 1. The foregoing recitals are all true and correct and are hereby approved and adopted.

SECTION 2. The City Council hereby approves the retention of Patricia Erlinger Carls of the law firm of Carls, McDonald and Dalrymple, LLP to represent the City in PUC Docket No. 45866 and all proceedings related thereto; and authorizes the Mayor to sign the engagement agreement with the law firm of Carls, McDonald & Dalrymple, LLP relating thereto.

SECTION 3. The City Council hereby authorizes and directs Ms. Carls to file a Motion to Intervene in PUC Docket No. 45866 on behalf of the City, and to take such other actions to represent the City as are necessary to protect the City's interests consistent with the direction given by the City's authorized representatives.

SECTION 4. The City Council hereby authorizes the City Manager to retain experts as needed to represent the City in PUC Docket No. 45866, subject to the City's applicable ordinances, policies and procedures.

SECTION 5. It is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

PASSED AND APPROVED this the _____ day of May, 2016.

CITY OF LEANDER, TEXAS

Christopher Fielder, Mayor

ATTEST:

Debbie Haile, City Secretary



CARLS, McDONALD & DALRYMPLE, L L P
ATTORNEYS AT LAW

May 11, 2016

Via email to: pwomack@leandertx.gov

Mr. Pat Womack
Public Works Director
607 Municipal Drive
Leander TX 78641

Re: Engagement of Special Counsel Services
“Application of Lower Colorado River Authority Transmission Services Corporation to Amend its Certificate of Convenience and Necessity for the Proposed Leander to Round Rock 138-kV Transmission Line Project in Williamson County, Texas,” Public Utility Commission Docket No. 45866

Dear Mr. Womack:

Per our recent email communications, attached is an Engagement Agreement for the City of Leander related to above-referenced matter. If the attached agreement is acceptable, please arrange for a duly authorized representative of the City to sign in the space indicated, keep the original in your files, and return a copy to me (an electronic copy is fine).

I appreciate the opportunity to be of service to the City of Leander. Please feel free to call me with any questions. We look forward to working with you and will do our best to provide high quality legal services in a responsive, efficient manner.

Very truly yours,
CARLS, McDONALD & DALRYMPLE, LLP

By: Patricia E. Carls
Patricia E. Carls

Enclosure

ENGAGEMENT AGREEMENT FOR SPECIAL COUNSEL SERVICES

This Engagement Agreement for Special Counsel Services (“Agreement”) is by and between Carls, McDonald & Dalrymple, LLP (“CMcD”) and the City of Leander, Texas (“City”), and the parties hereby agree as follows:

I. Recitals

WHEREAS, the Lower Colorado River Authority (“LCRA”) has applied to the Texas Public Utility Commission (“PUC”) to amend its Certificate of Convenience and Necessity (“CCN”) for the proposed Leander to Round Rock 138-kV transmission line project in Williamson County, Texas (Docket No. 45866); and

WHEREAS, the City desires to participate as an intervenor in PUC Docket No. 45866 in order to influence the selection of the final route for the transmission line and associated substations.

II. Agreement

A. Identification of the Client.

1. The City (as an entity) is CMcD’s client, as distinct from its council members, officers, employees or agents. There may be situations in which the City’s interests become, or are likely to become, adverse to some of its council members, officers, employees or agents. In those circumstances, we will not represent the affected individual without the City’s express consent, and only if allowed by and in accordance with the Texas Disciplinary Rules of Professional Conduct.

2. The contact person for the City for the purposes of this Agreement is Patrick Womack, Public Works Director. All written communications by CMcD to the City will be directed to Mr. Womack at pwomack@leandertx.gov, unless the City directs otherwise in writing.

B. Scope of Services.

1. *Regulatory Matter.* The City has asked CMcD to represent it as Special Counsel in the following matter: “Application of Lower Colorado River Authority Transmission Services Corporation to Amend its Certificate of Convenience and Necessity for the Proposed Leander to Round Rock 138-kV Transmission Line Project in Williamson County, Texas,” (PUC Docket No. 45866) (referred to herein as the “**Regulatory Matter**”). The City has advised CMcD that it desires to seek intervenor status and participate as a party in proceedings before the PUC, SOAH, or any court that may have or acquire jurisdiction over the Regulatory Matter.

2. *Additional Matters.* The terms and conditions of this Agreement will also apply to any additional matters authorized by the City and agreed to by CMcD (the “**Additional Matters**”). A change in the scope of services to include Additional Matters might be based on a

verbal direction (motion) from the City Council, an email from the City's authorized representatives (*e.g.*, the City Manager), or possibly a written amendment to this Agreement. The City acknowledges that CMcD is not its City Attorney and that CMcD's acceptance of this engagement does not involve an undertaking to represent the City or its interests in any matters other than the Regulatory Matter or an Additional Matter.

C. Staffing. Trish Carls will be the attorney primarily responsible for the services described in Section II(B), above. From time to time Ms. Carls may ask other lawyers and paralegals in the firm to assist her as appropriate. For example, Ms. Carls may ask other attorneys in the firm to assist her when an issue arises that is within their area of expertise or she may use a firm paralegal for document preparation and other tasks within their training and experience. If any questions arise about CMcD's services, staffing, billing or other aspects of our representation of the City, please contact Trish Carls at (512) 623-5431 or tcarls@cmcdlaw.com.

D. Responsibilities and Expectations.

1. City's Responsibilities. Relying on information and guidance provided by the City, we will provide legal counsel and assistance to the City on the matters described in Section II(B) in accordance with the terms and conditions of this Agreement, keep the City reasonably informed of progress and developments, and respond to the City's inquiries. To enable us to effectively render legal services, the City agrees to fully and accurately disclose to us all facts that may be relevant to the matter or that we may otherwise request, and to keep us apprised of developments in the matter. The City also agrees to require its authorized agents to assist and cooperate with us as may be needed during the course of our representation. In addition, the City is responsible for advising us whether any document we prepared or received and sent to the City for its review or approval reflects the principal terms of the City's proposed course of action, agreement, litigation strategy, or other positions and expectations, as the case may be. The City shall inform us, in writing, of all policies and directives in force or to be implemented that relate in any way to our services hereunder.

2. No Guarantee of Results. During the course of our representation, we may express our opinions or beliefs concerning the matters described in Section II(B), or various courses of action and the results that may be anticipated. Any such statement made by Trish Carls or by any other member of our firm is intended to be an expression of opinion only, based on information available to us at the time, and must not be construed by the City as a promise or guarantee of any particular result.

E. Payment.

1. Fees. As compensation for the legal services that we will provide to the City, the City agrees to pay, reasonable attorney's fees predicated upon the standards set forth by the State Bar of Texas. Our fees are based primarily on the amount of time spent by attorneys and paralegals on work for the City. Each lawyer and paralegal in our firm has an hourly billing rate generally based on their experience and any specialized expertise. This rate multiplied by the amount of time spent on the City's behalf, measured to the

nearest tenth of an hour, will be the fee charged to the City for our work. Trish Carls' hourly rate for the services described herein is \$250.00 per hour and our paralegal rate is \$110.00 per hour. These rates shall remain in effect for the term of this Agreement.

2. Expenses. In addition to legal fees, the City will be responsible for all routine internal and external expenses incurred by our firm in representing the City. Such expenses typically include charges for courier or messenger services, filing and recording documents, copying materials, travel, postage, etc. These routine internal and external expenses will be included on our monthly statements to the City and will be passed through at cost, with no mark up. Mileage expenses will be billed at the rate per mile set by the Internal Revenue Service. Any expert witness fees or other non-routine expenses for services needed to represent the City that exceed \$1,000 will not be incurred without the prior permission of the City, and whenever possible such services will be billed directly by the provider to the City.

3. Statements. CMcD will send the City detailed statements via email to Pat Womack at pwomack@leandertx.gov each calendar month for services rendered and expenses incurred during the previous calendar month, or to another City representative that the City may designate in writing at any time. Trish Carls will be happy to answer any questions the City may have about any statement that CMcD sends. CMcD's statements are payable on receipt. If CMcD's invoices are not paid within thirty (30) days of receipt, CMcD may choose to suspend or discontinue its representation of the City.

F. File Retention. All original documents are owned by the City. Whenever possible, we will not retain any original documents in our files but will send those to the City to file and retain in accordance with its record retention policies. Any originals remaining in our possession at the end of our representation (*e.g.*, opinion letters, memorandums, correspondence, contracts, permits, licenses, deeds, *etc.*) will be returned to the City within a reasonable time, unless you authorize us to destroy them. We retain the right to keep electronic and/or paper copies of these documents. All of our work product is owned by and will be retained by our firm. These files include firm administrative records, time and expense reports, billing and accounting records, and internal work product such as drafts, notes, internal communications (both paper and electronic), and legal and factual research prepared for the internal use of our firm's lawyers. All documents retained by the firm will be transferred to the person or entity responsible for administering our records retention program. Typically we keep these records for four (4) years after the conclusion of our representation and during that time the City will have reasonable access to those records. Thereafter, without notice to the City, those files may be destroyed.

G. E-Mail and Internet-Based Communications. In keeping with technological advancements and the corresponding demands of clients, it is the practice of the firm to use electronic mail and other internet and cloud-based file sharing, communication and data storage services to communicate, store and transmit documents. A signature on this agreement represents the City's consent to use of email and internet based communication and cloud-based data storage and other data services. The firm employs several security measures to prevent the interception of electronic transmissions and preserve confidentiality. Still, the possibility exists that electronic transmissions could be intercepted or otherwise accessed or received by third

parties and lose their privileged nature. As with any correspondence regarding legal representation, regardless of the manner of transmission, we urge you to use caution in its dissemination in order to protect its confidentiality.

H. Insurance. Upon request, we will provide you with a copy of a Certificate of Insurance for our Professional Liability Insurance.

I. Conflicts. This letter confirms that we have performed a preliminary conflicts check and confirmed that we do not currently have any conflicts in representing entities whose interests may be adverse to the City on the matters described in Section II(B), above. If we discover a conflict of interest during the course of our work for the City, we will immediately advise the City in writing. Per the requirements of Texas Local Government Code Chapter 176, we will provide you with a completed "Conflicts of Interest Questionnaire."

J. Notice Regarding Grievance Process. The State Bar of Texas investigates and prosecutes professional misconduct by Texas attorneys. Although not every complaint against or dispute with a lawyer involves professional misconduct, the Office of the General Counsel of the State Bar of Texas will provide you will information about how to file a complaint. For more information, please call 1-800-932-1900, toll free.

K. Termination. This contract can be terminated by either party upon 30 days' written notice to the other party, provided that the City remains responsible for all fees and expenses incurred by CMcD on the City's behalf prior to the effective date of such termination, plus any fees and expenses incurred at the City's request in connection with the transition to substitute counsel.

Approved and Agreed:

CARLS, MCDONALD & DALRYMPLE, L.L.P.

By: Patricia Erlinger Carls
Patricia Erlinger Carls
Managing Partner

Date: May 11, 2016

Approved and Agreed:

CITY OF LEANDER, TEXAS

By: _____

Printed Name: _____

Title: _____

Date: _____



Executive Summary

May 19, 2016

Agenda Subject: Consideration and possible action to support Operation Homefront and Meritage Homes to provide a mortgage-free home in Leander to a military veteran.

Background: Operation Homefront is a non-profit organization that assists military veterans. One of Operation Homefront's programs is providing mortgage-free homes to qualified veterans.

Meritage Homes is donating a new home to Operation Homefront in the Stewart Crossing subdivision. Meritage has requested the City's participation through the waiver of permitting and inspection fees for the new home.

Origination: Meritage Homes - Travis Schirpik, Director of Construction, Austin Division

Financial Consideration: Value of building permit and inspection fees to be waived.

Recommendation: Staff recommends approval of the waiver of fees.

Attachments: 1.

Prepared By: Tom Yantis, AICP
Assistant City Manager

05/10/2016

Operation Homefront

Good Afternoon Mr. Yantis,

I wasn't sure if you are the correct person to contact, but I am reaching out to inform the City that Meritage Homes in the new community of Stewart Crossing will be building a mortgage free home in conjunction with Operation Homefront for an affected veteran of our community. We are asking all parties involved for any type of support they are willing to donate. I am reaching out to you to see if the City of Leander would like to donate the permitting fees that will be required for the address of 1509 Carlene Pruet. There are current plans for a large celebration with media coverage along with a "Handing over of the keys" ceremony that will include all parties involved in the process. We are currently scheduled to start this home in late May with a goal for handing over the home to the Veteran Friday November 11th, or Veteran's Day. I've attached a link below to the Operation Homefront website, and also will be able to provide more information and documentation in the near future. Thank you for the consideration and please let me know if the City of Leander would like to be involved.

<http://www.operationhomefront.net/>

Thanks!

Travis Schirpik

Director of Construction, Austin Division

<image001.gif> <image002.jpg>

Setting the standard for energy-efficient homes™

8920 Business Park Drive, Suite 350 | Austin, TX 78759

O: 512.615.6430 | C: 512.563.0024 | F: 512.610.6767

Travis.Schirpik@meritagehomes.com | www.meritagehomes.com

[Click here for all Customer Care/Service needs](#)



**OPERATION
HOMEFRONT**

[How We Help](#) [Current Needs](#) [Ways To Give](#) [Get Involved](#)



It's a great feeling. To get **RELIEF** during a crisis, a place to **RECOVER** if you need it and a little bit of **RECOGNITION** for a life of sacrifice. That's what we do at Operation Homefront... and it's making a difference.

Relief



Operation Homefront assists military families during difficult financial times by providing food assistance, auto and home repair, vision care, travel and transportation, moving assistance, essential home items, and financial assistance.

[Apply for Assistance >](#)

[Download PDF >](#)

Recovery



Wounded warriors are a specific concern for us. That is why we have established Operation Homefront Villages. The caregivers for wounded warriors also need help and that is why we formed Hearts of Valor.

[Go to OH Villages website >](#)

[Go to Hearts of Valor website >](#)

Recognition



We support every military family member. We host a gala each year that recognizes an extraordinary military child and we host multiple Homefront Celebrations each year to show our appreciation to military spouses.

[Go to MCOY website >](#)

[View past Homefront Celebrations >](#)

Other Operation Homefront Programs



We support every military family member. We annually host a Military Child of the Year Award, with one winner from each branch of military service receiving a monetary stipend and a trip to Washington, D.C. for a special recognition ceremony.

[Go to Website](#)



Part of the American dream always has been owning a home. After helping to secure the freedoms all Americans enjoy, we want to help our warriors and their families realize their own American dreams.

[Go to Website](#)



Service members disabled from injuries return home where they then are discharged from the service. Our young returning veterans from Iraq and Afghanistan are at risk of becoming homeless if programs are not put into place to help these service members transition back into civilian life. Our Villages allow these service members to live rent free while they go through the transition process.

[Go to Website](#)



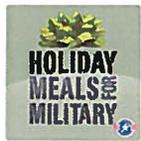
Through on-site support communities, and our virtual community that includes an online discussion forum, Hearts of Valor provides caregivers with opportunities to build relationships, access resources and enjoy brief moments of rest and respite from their care giving responsibilities.

[Go to Website](#)



We wrapped up our eighth season of Back-to-School Brigade™, a nationwide school supply collection campaign. We distributed more than 44,000 backpacks at 100+ locations, thanks to the support of our sponsors.

[Go to Website](#)



The Holiday Meals for Military program began Thanksgiving 2009 as a result of a chance encounter in a supermarket in Utica, New York near Fort Drum. A soldier, his wife, and infant had a handful of grocery items they could not afford, so a Beam Global employee paid the \$12 for their groceries. The program has nearly doubled every year. Thanks to our generous sponsors, this year, we gave 8,500 meals to deserving military families at more than 25 locations.

[Go to Website](#)



Operation Homefront, through its 2015 HOLIDAY TOY DRIVE program, distributed toys and gift cards to military families across the country. Last year, millions of toys were donated at Dollar Tree stores nationwide. These items and other holiday gifts were distributed to our most junior service members and wounded warriors to show our Nation's appreciation and supplement the family holiday.

[Go to Website](#)

Get Our Latest News: Please Enter Valid Email

GO!

1355 Central Parkway S, Ste. 100
 San Antonio, TX 78232
 Phone: (210) 659-7756
 Emergency Assistance: (877) 264-3968
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GO!

- HOME
- ABOUT US
- APPLY FOR A HOME
- CURRENT HOMES
- HIGHLIGHTS

MOVING OUR HEROES HOME

Part of the American dream has always been owning a home.

After helping to secure the freedoms all Americans enjoy, we want to help our warriors and their families realize their own American dreams. That is now possible through our Homes on the Homefront program. We continue to receive donated homes to award to deserving military families around the country through amazing partners like Chase, Wells Fargo, Bank of America and Meritage Homes.

Click here to learn if you qualify.

APPLY FOR A HOME



Click "Apply Now" to fill out our online application.

Apply Now

CURRENT HOMES



Click on the map to view our current homes.

View Homes

HIGHLIGHTS



We are matching military families with homes! Read more about the latest family to receive a home.

Read More





Executive Summary

May 19, 2016

Council Agenda Subject: Consideration of Award of Construction Contract for the 2016 City of Leander Street Rehabilitation Project.

Background: Three were received and opened on Wednesday, May 11, 2016. Alpha Paving is the low, qualified bidder with a bid of \$599,339.80. Alpha Paving has an excellent performance record, strong recommendations and completed similar projects last year in Leander and in nearby cities. This project includes pavement repairs on Lion Drive, Los Vista Drive, Tierra Alto Street, Calle Street, Bonita Verde Drive, Carto Street, High Chaparral Drive, and Riva Ridge. The attached bid tabulation lists all three bids, including bids from Austin Materials and Lone Star Paving.

Origination: Patrick A. Womack, P.E. Public Works Director

Financial Consideration: \$599,339.80 from the Public Works General Fund, Contract Services – Roadway Rehab, GL# 01-21-5605

Recommendation: Staff recommends award of the contract to Alpha Paving Industries, LLC in the amount of \$599,339.80.

Attachments: Bid Tabulation, Exhibit, and Agreement

Prepared by: Patrick A. Womack, P.E. Public Works Director

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT

THIS AGREEMENT is by and between City of Leander, Texas (“Owner”) and
ALPHA PAVING INDUSTRIES, LLC (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The full-width milling and overlay of cumulative approximately 8625 linear feet of High Chaparral Drive, Calle Drive, Tierra Alto Street, Carto Street, Los Vista Drive, Bonita Verde Drive and Riva Ridge Drive and reconstruction of approximately 990 linear feet of Lions Drive from South West Drive to Midway.

ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

City of Leander Street Rehabilitation 2016

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Linda Barlow, P.E. (Engineer), which is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Days to Achieve Substantial Completion and Final Payment*

A. The Work will be substantially completed within 90 calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 120 calendar days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$500 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$500 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, 5.01.B, and 5.01.C below:

- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the last day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.

-
- a. 95 percent of Work completed (with the balance being retainage).

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 – NOT USED.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."
- E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor’s safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

-
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 - H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 - I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement
 - 2. Performance bond
 - 3. Payment bond
 - 4. Bid bond
 - 5. General Conditions
 - 6. Supplementary Conditions
 - 7. Specifications as listed in the table of contents of the Project Manual.
 - 8. Drawings consisting of 23 sheets bearing the following general title: City of Leander Street Rehabilitation 2016
 - 9. Addenda
 - 10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid
 - b. Documentation submitted by Contractor prior to Notice of Award
 - 11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed
 - b. Work Change Directives.
 - c. Change Orders.

-
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
 - C. There are no Contract Documents other than those listed above in this Article 9.
 - D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

OWNER:

City of Leander _____

By: Christopher Fielder, Mayor _____

Title: Mayor _____

Attest: _____

Title: _____

Address for giving notices: _____

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

CONTRACTOR

By: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Title: _____

Address for giving notices: _____

License No.: _____

(Where applicable)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

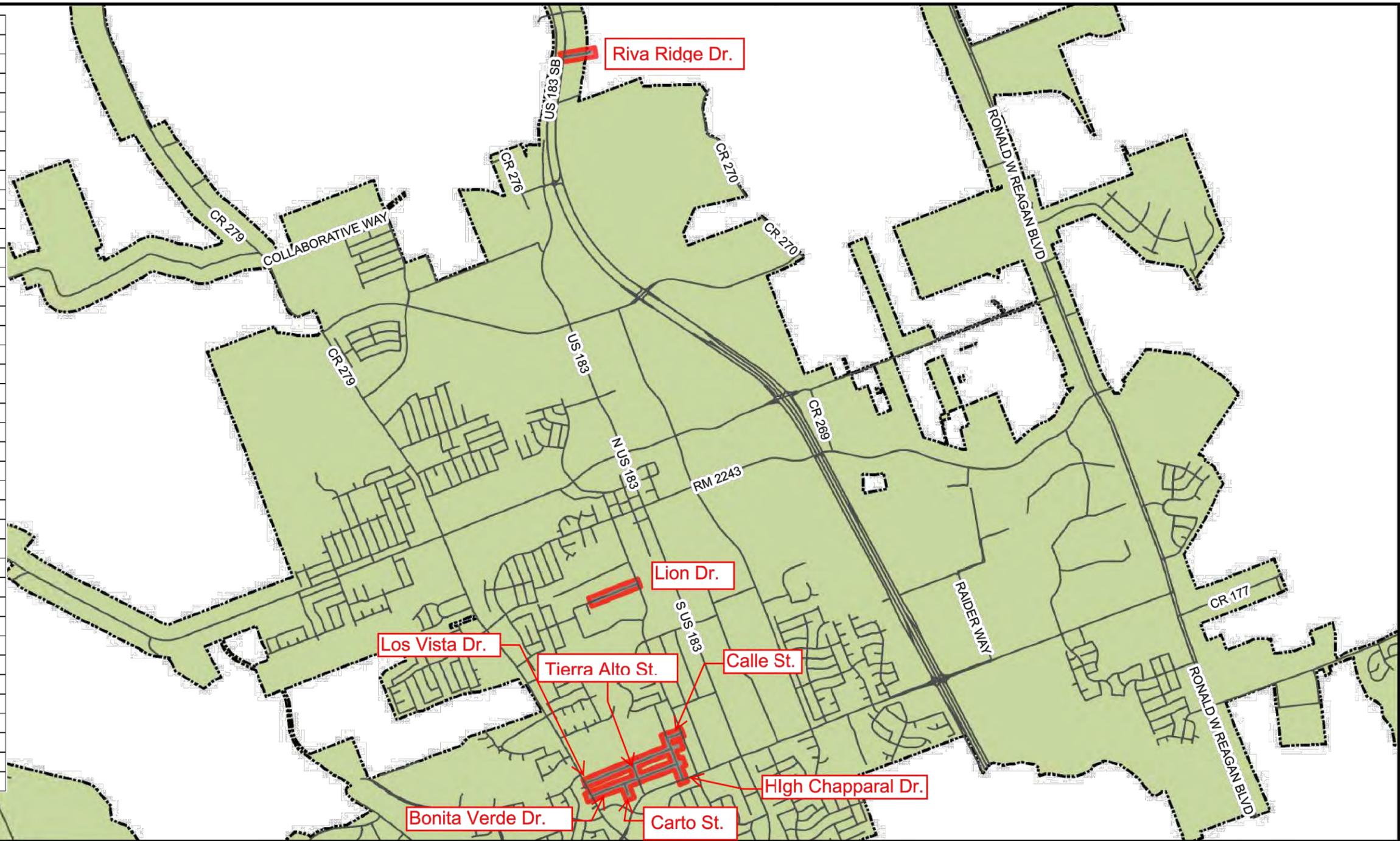
Agent for service of process: _____

City of Leander Street Rehabilitation 2016

Project Locations



Figure	Title	Sheet
Figure A	High Chaparral Dr.	Page 1 of 39
Figure A	High Chaparral Dr.	Page 2 of 39
Figure A	High Chaparral Dr.	Page 3 of 39
Figure B	Calle St.	Page 4 of 39
Figure C	Tierra Alto St.	Page 5 of 39
Figure D	Riva Ridge Dr.	Page 6 of 39
Figure D	Riva Ridge Dr.	Page 7 of 39
Figure E	Lions Dr.	Page 8 of 39
Figure E	Lions Dr.	Page 9 of 39
Figure E	Lions Dr.	Page 10 of 39
Figure F	Los Vista Dr	Page 11 of 39
Figure F	Los Vista Dr	Page 12 of 39
Figure F	Los Vista Dr	Page 13 of 39
Figure F	Los Vista Dr	Page 14 of 39
Figure F	Los Vista Dr	Page 15 of 39
Figure F	Los Vista Dr	Page 16 of 39
Figure G	Bonita Verde Dr	Page 17 of 39
Figure G	Bonita Verde Dr	Page 18 of 39
Figure G	Bonita Verde Dr	Page 19 of 39
Figure G	Bonita Verde Dr	Page 20 of 39
Figure G	Bonita Verde Dr	Page 21 of 39
Figure G	Bonita Verde Dr	Page 22 of 39
	Carto St.	Page 23 of 39
	Special Details	Page 24 of 39
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	Special Details	Page 26 of 39
	TxDOT Standard Details	Page 27 of 39
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	TxDOT Standard Details	Page 38 of 39
	TxDOT Standard Details	Page 39 of 39



2016 Project Locations

Reub
Date: 4/13/2016



HVJ Associates, Inc.
4201 Freidrich Ln, Ste 110
Austin, TX 78744
512-447-9081
Texas Firm No. F-000646



**City of Leander Street Rehabilitation 2016
C-410 BID FORM - ATTACHMENT C**

					Cost Estimate (HVJ)		Alpha Paving		Austin Materials		Lonestar Paving	
S.N	Bid Item	Quantity	Unit	Item Description	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
A. High Chaparral Dr. (Crystal Fall Pkwy to Calle St)												
1	310	743	GAL	Prime coat	\$ 5.00	\$ 3,715.00	\$ 4.00	\$ 2,972.00	\$ 3.60	\$ 2,674.80	\$ 4.00	\$ 2,972.00
2	340	3711	SY	Dense Graded Hot Mix Asphalt Type D (2")	\$ 10.00	\$ 37,110.00	\$ 9.80	\$ 36,367.80	\$ 9.85	\$ 36,553.35	\$ 13.00	\$ 48,243.00
3	354	3711	SY	Planing and Texturing Asphalt Pavment (2 ")	\$ 4.20	\$ 15,587.00	\$ 3.00	\$ 11,133.00	\$ 3.40	\$ 12,617.40	\$ 7.00	\$ 25,977.00
4	360	80	SY	Concrete Pavement	\$ 55.00	\$ 4,376.00	\$ 130.00	\$ 10,400.00	\$ 260.00	\$ 20,800.00	\$ 150.00	\$ 12,000.00
5	500	1	LS	Mobilization/Demobilization	\$ 3,590.00	\$ 3,590.00	\$ 1,000.00	\$ 1,000.00	\$ 4,950.00	\$ 4,950.00	\$ 5,000.00	\$ 5,000.00
6	502	1	LS	Barricades, Signs and Traffic Handling	\$ 4,730.00	\$ 4,730.00	\$ 500.00	\$ 500.00	\$ 1,350.00	\$ 2,400.00	\$ 10,000.00	\$ 10,000.00
7	506	2616	LF	Temporary Sediment Control Fence	\$ 2.30	\$ 6,017.00	\$ 2.00	\$ 5,232.00	\$ 2.15	\$ 5,624.40	\$ 3.00	\$ 7,848.00
8	506	30	LF	Biodeg Erosion Control Logs Install 12"	\$ 4.00	\$ 120.00	\$ 20.00	\$ 600.00	\$ 5.50	\$ 165.00	\$ 15.00	\$ 450.00
SUBTOTAL AMOUNT BID - HIGH CHAPARRAL DR.						\$ 75,245.00		\$ 68,204.80		\$ 85,784.95		\$ 112,490.00
B. Calle St. (High Chaparral Dr. to SW. Dr.)												
9	310	204	GAL	Prime coat	\$ 5.00	\$ 1,020.00	\$ 4.00	\$ 816.00	\$ 3.60	\$ 734.40	\$ 4.00	\$ 816.00
10	340	1020	SY	Dense Graded Hot Mix Asphalt Type D (2")	\$ 10.00	\$ 10,200.00	\$ 9.80	\$ 9,996.00	\$ 9.85	\$ 10,047.00	\$ 13.00	\$ 13,260.00
11	354	1020	SY	Planing and Texturing Asphalt Pavment (2 ")	\$ 4.20	\$ 4,284.00	\$ 3.00	\$ 3,060.00	\$ 3.40	\$ 3,468.00	\$ 7.00	\$ 7,140.00
12	360	23	SY	Concrete Pavement	\$ 55.00	\$ 1,265.00	\$ 130.00	\$ 2,990.00	\$ 415.00	\$ 9,545.00	\$ 350.00	\$ 8,050.00
13	500	1	LS	Mobilization/Demobilization	\$ 1,180.00	\$ 1,180.00	\$ 1,000.00	\$ 1,000.00	\$ 1,350.00	\$ 1,350.00	\$ 5,000.00	\$ 5,000.00
14	502	1	LS	Barricades, Signs and Traffic Handling	\$ 4,730.00	\$ 4,730.00	\$ 500.00	\$ 500.00	\$ 650.00	\$ 650.00	\$ 10,000.00	\$ 10,000.00
15	506	848	LF	Temporary Sediment Control Fence	\$ 2.30	\$ 1,951.00	\$ 2.00	\$ 1,696.00	\$ 2.15	\$ 1,823.20	\$ 3.00	\$ 2,544.00
16	506	10	LF	Biodeg Erosion Control Logs Install 12"	\$ 4.00	\$ 40.00	\$ 20.00	\$ 200.00	\$ 5.50	\$ 55.00	\$ 15.00	\$ 150.00
SUBTOTAL AMOUNT BID - CALLE ST.						\$ 24,670.00		\$ 20,258.00		\$ 27,672.60		\$ 46,960.00
C. Tierra Alto St. (Los Vista Dr. to Bonita Verde Dr.)												
17	310	221	GAL	Prime coat	\$ 5.00	\$ 1,105.00	\$ 4.00	\$ 884.00	\$ 3.60	\$ 795.60	\$ 4.00	\$ 884.00
18	340	1102	SY	Dense Graded Hot Mix Asphalt Type D (2")	\$ 10.00	\$ 11,020.00	\$ 9.80	\$ 10,799.60	\$ 9.85	\$ 10,854.70	\$ 14.00	\$ 15,428.00
19	354	1102	SY	Planing and Texturing Asphalt Pavment (2")	\$ 4.20	\$ 4,629.00	\$ 3.00	\$ 3,306.00	\$ 3.40	\$ 3,746.80	\$ 7.00	\$ 7,714.00
20	500	1	LS	Mobilization/Demobilization	\$ 1,180.00	\$ 1,180.00	\$ 1,000.00	\$ 1,000.00	\$ 1,450.00	\$ 1,450.00	\$ 5,000.00	\$ 5,000.00
21	502	1	LS	Barricades, Signs and Traffic Handling	\$ 4,730.00	\$ 4,730.00	\$ 500.00	\$ 500.00	\$ 700.00	\$ 700.00	\$ 10,000.00	\$ 10,000.00
22	506	870	LF	Temporary Sediment Control Fence	\$ 2.30	\$ 2,001.00	\$ 2.00	\$ 1,740.00	\$ 2.15	\$ 1,870.50	\$ 3.00	\$ 2,610.00
SUBTOTAL AMOUNT BID - TIERRA ALTO ST.						\$ 24,665.00		\$ 18,229.60		\$ 19,417.60		\$ 41,636.00
D. Riva Ridge Dr. (US 183 to City Limit)												
23	310	304	GAL	Prime coat	\$ 5.00	\$ 1,520.00	\$ 4.00	\$ 1,216.00	\$ 4.85	\$ 1,474.40	\$ 4.00	\$ 1,216.00
24	340	1520	SY	Dense Graded Hot Mix Asphalt Type D (2")	\$ 10.00	\$ 15,200.00	\$ 9.80	\$ 14,896.00	\$ 11.75	\$ 17,860.00	\$ 13.00	\$ 19,760.00
25	354	1520	SY	Planing and Texturing Asphalt Pavment (2")	\$ 4.20	\$ 6,384.00	\$ 3.00	\$ 4,560.00	\$ 4.15	\$ 6,308.00	\$ 7.00	\$ 10,640.00
26	500	1	LS	Mobilization/Demobilization	\$ 1,550.00	\$ 1,550.00	\$ 1,000.00	\$ 1,000.00	\$ 10,750.00	\$ 10,750.00	\$ 5,000.00	\$ 5,000.00
27	502	1	LS	Barricades, Signs and Traffic Handling	\$ 4,730.00	\$ 4,730.00	\$ 500.00	\$ 500.00	\$ 4,050.00	\$ 4,050.00	\$ 10,000.00	\$ 10,000.00
28	506	1292	LF	Temporary Sediment Control Fence	\$ 2.30	\$ 2,972.00	\$ 2.00	\$ 2,584.00	\$ 2.15	\$ 2,777.80	\$ 3.00	\$ 3,876.00
SUBTOTAL AMOUNT BID - RIVA RIDGE DR.						\$ 32,356.00		\$ 24,756.00		\$ 43,220.20		\$ 50,492.00
E. Lion Dr (SW Dr to Approx. 742 ft W. of SW Dr.)												
29	110	792	CY	Excavation	\$ 16.60	\$ 13,148.00	\$ 28.00	\$ 22,176.00	\$ 29.50	\$ 23,364.00	\$ 25.00	\$ 19,800.00
30	247	575	CY	Flexible Base (Complete in place)	\$ 37.75	\$ 21,707.00	\$ 83.00	\$ 47,725.00	\$ 22.00	\$ 12,650.00	\$ 65.00	\$ 37,375.00
31	260	2855	SY	Lime Treatment (8")	\$ 1.71	\$ 4,883.00	\$ 10.00	\$ 28,550.00	\$ 8.80	\$ 25,124.00	\$ 10.00	\$ 28,550.00
32	310	475	GAL	Prime coat	\$ 5.00	\$ 2,375.00	\$ 4.00	\$ 1,900.00	\$ 4.00	\$ 1,900.00	\$ 4.00	\$ 1,900.00
33	340	2374	SY	Dense Graded Hot Mix Asphalt Type D (4")	\$ 20.00	\$ 47,480.00	\$ 18.00	\$ 42,732.00	\$ 20.25	\$ 48,073.50	\$ 20.00	\$ 47,480.00
34	351	221	SY	Flexible Pavement Structure Repair (12")	\$ 42.45	\$ 9,382.00	\$ 75.00	\$ 16,575.00	\$ 103.00	\$ 22,763.00	\$ 160.00	\$ 35,360.00
35	360	59	SY	Concrete Pavement	\$ 55.00	\$ 3,245.00	\$ 130.00	\$ 7,670.00	\$ 300.00	\$ 17,700.00	\$ 175.00	\$ 10,325.00
36	464	44	LF	Reinforced Concrete Pipe (Type V)	\$ 159.00	\$ 6,996.00	\$ 200.00	\$ 8,800.00	\$ 450.00	\$ 19,800.00	\$ 190.00	\$ 8,360.00
37	466	2	EA	Slope Headwalls	\$ 6,812.00	\$ 13,624.00	\$ 1,500.00	\$ 3,000.00	\$ 1,300.00	\$ 2,600.00	\$ 3,500.00	\$ 7,000.00
38	500	1	LS	Mobilization/Demobilization	\$ 6,870.00	\$ 6,870.00	\$ 11,000.00	\$ 11,000.00	\$ 31,000.00	\$ 31,000.00	\$ 5,000.00	\$ 5,000.00
39	502	1	LS	Barricades, Signs and Traffic Handling	\$ 9,460.00	\$ 9,460.00	\$ 3,000.00	\$ 3,000.00	\$ 10,500.00	\$ 10,500.00	\$ 10,000.00	\$ 10,000.00
40	506	1990	LF	Temporary Sediment Control Fence	\$ 2.30	\$ 4,577.00	\$ 2.00	\$ 3,980.00	\$ 2.15	\$ 4,278.50	\$ 3.00	\$ 5,970.00
41	506	130	LF	Biodeg Erosion Control Logs Install (12")	\$ 4.00	\$ 520.00	\$ 200.00	\$ 26,000.00	\$ 5.50	\$ 715.00	\$ 15.00	\$ 1,950.00
42	5001	2585	SY	Geogrid Base Reinforcement (Ty II)	\$ 1.80	\$ 4,653.00	\$ 5.00	\$ 12,925.00	\$ 4.50	\$ 11,632.50	\$ 7.00	\$ 18,095.00
SUBTOTAL AMOUNT BID - LION DR.						\$ 148,920.00		\$ 236,033.00		\$ 232,100.50		\$ 237,165.00
F. Los Vista Dr. (High Chaparral to S. Bagdad Rd)												
43	310	1317	GAL	Prime coat	\$ 5.00	\$ 6,585.00	\$ 4.00	\$ 5,268.00	\$ 3.60	\$ 4,741.20	\$ 4.00	\$ 5,268.00
44	340	6583	SY	Dense Graded Hot Mix Asphalt Type D (2")	\$ 10.00	\$ 65,830.00	\$ 9.80	\$ 64,513.40	\$ 9.85	\$ 64,842.55	\$ 13.00	\$ 85,579.00
45	351	153	SY	Flexible Pavement Structure Repair (8")	\$ 42.45	\$ 6,495.00	\$ 60.00	\$ 9,120.00	\$ 68.00	\$ 10,404.00	\$ 150.00	\$ 22,800.00
46	354	6459	SY	Planing and Texturing Asphalt Pavment (2")	\$ 4.20	\$ 27,128.00	\$ 3.00	\$ 19,377.00	\$ 3.40	\$ 21,960.60	\$ 7.00	\$ 45,213.00
47	360	28	SY	Concrete Pavement	\$ 55.00	\$ 1,540.00	\$ 130.00	\$ 3,640.00	\$ 370.00	\$ 10,360.00	\$ 300.00	\$ 8,400.00
48	500	1	LS	Mobilization/Demobilization	\$ 6,250.00	\$ 6,250.00	\$ 1,000.00	\$ 1,000.00	\$ 8,750.00	\$ 8,750.00	\$ 5,000.00	\$ 5,000.00
49	502	1	LS	Barricades, Signs and Traffic Handling	\$ 4,730.00	\$ 4,730.00	\$ 500.00	\$ 500.00	\$ 4,200.00	\$ 4,200.00	\$ 10,000.00	\$ 10,000.00
50	506	5478	LF	Temporary Sediment Control Fence	\$ 2.30	\$ 12,600.00	\$ 2.00	\$ 10,956.00	\$ 2.15	\$ 11,777.70	\$ 3.00	\$ 16,434.00
SUBTOTAL AMOUNT BID - LOS VISTA DR.						\$ 131,158.00		\$ 114,374.40		\$ 137,036.05		\$ 198,694.00
G. Bonita Verde Dr. (High chapparal to S. Bagdad Rd)												
51	310	1347	GAL	Prime coat	\$ 5.00	\$ 6,735.00	\$ 4.00	\$ 5,388.00	\$ 3.60	\$ 4,849.20	\$ 4.00	\$ 5,388.00
52	340	6732	SY	Dense Graded Hot Mix Asphalt Type D (2")	\$ 10.00	\$ 67,320.00	\$ 9.80	\$ 65,973.60	\$ 9.85	\$ 66,310.20	\$ 13.00	\$ 87,516.00
53	354	6732	SY	Planing and Texturing Asphalt Pavment (2")	\$ 4.20	\$ 28,275.00	\$ 3.00	\$ 20,196.00	\$ 3.40	\$ 22,888.80	\$ 7.00	\$ 47,124.00
54	500	1	LS	Mobilization/Demobilization	\$ 5,980.00	\$ 5,980.00	\$ 1,000.00	\$ 1,000.00	\$ 8,950.00	\$ 8,950.00	\$ 5,000.00	\$ 5,000.00
55	502	1	LS	Barricades, Signs and Traffic Handling	\$ 4,730.00	\$ 4,730.00	\$ 500.00	\$ 500.00	\$ 4,300.00	\$ 4,300.00	\$ 10,000.00	\$ 10,000.00
56	506	5370	LF	Temporary Sediment Control Fence	\$ 2.30	\$ 12,351.00	\$ 2.00	\$ 10,740.00	\$ 2.15	\$ 11,545.50	\$ 3.00	\$ 16,110.00
SUBTOTAL AMOUNT BID - BONITA VERDE DR.						\$ 125,391.00		\$ 103,797.60		\$ 118,843.70		\$ 171,138.00
H. Carto St. (Bonita Verde Dr. to Dead End)												
57	310	159	GAL	Prime coat	\$ 5.00	\$ 795.00	\$ 4.00	\$ 636.00	\$ 3.60	\$ 572.40	\$ 4.00	\$ 636.00
58	340	793	SY	Dense Graded Hot Mix Asphalt Type D (2")	\$ 10.00	\$ 7,930.00	\$ 9.80	\$ 7,771.40	\$ 9.85	\$ 7,811.05	\$ 14.00	\$ 11,102.00
59	354	793	SY	Planing and Texturing Asphalt Pavment (2")	\$ 4.20	\$ 3,331.00	\$ 3.00	\$ 2,379.00	\$ 3.40	\$ 2,696.20	\$ 7.00	\$ 5,551.00
60	500	1	LS	Mobilization/Demobilization	\$ 920.00	\$ 920.00	\$ 1,000.00	\$ 1,000.00	\$ 1,050.00	\$ 1,050.00	\$ 5,000.00	\$ 5,000.00
61	502	1	LS	Barricades, Signs and Traffic Handling	\$ 4,730.00	\$ 4,730.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 10,000.00	\$ 10,000.00
62	506	700	LF	Temporary Sediment Control Fence	\$ 2.30	\$ 1,610.00	\$ 2.00	\$ 1,400.00	\$ 2.15	\$ 1,505.00	\$ 3.00	\$ 2,100.00
SUBTOTAL AMOUNT BID - CARTO ST.						\$ 19,316.00		\$ 13,686.40		\$ 14,134.65		\$ 34,389.00
BID SUMMARY												
A. HIGH CHAPARRAL DR. : TOTAL						\$ 75,245.00		\$ 68,204.80		\$ 85,784.95		\$ 112,490.00
B. CALLE ST. : TOTAL						\$ 24,670.00		\$ 20,258.00		\$ 27,672.60		\$ 46,960.00
C. TIERRA ALTO ST. : TOTAL						\$ 24,665.00		\$ 18,229.60		\$ 19,417.60		\$ 41,636.00
D. RIVA RIDGE DR. : TOTAL						\$ 32,356.00		\$ 24,756.00		\$ 43,220.20		\$ 50,492.00
E. LION DR. : TOTAL						\$ 148,920.00		\$ 236,033.00		\$ 232,100.50		\$ 237,165.00
F. LOS VISTA DR. : TOTAL						\$ 131,158.00		\$ 114,374.40		\$ 137,		



Executive Summary

May 19, 2016

Council Agenda Subject: Water Use and Supply Update

Background: As of April 29, 2016, Combined Water Storage in both Lakes Travis and Buchanan has increased to 1,995,681 Acre-feet (99% Full). Combined Storage on March 31, 2016 was 1,925,520 Acre-feet (96% Full). The Combined Storage on February 27, 2015 was 717,105 Acre-feet. The attached Table and Graph compare recent water use in April 2016 to April 2015.

Origination: Patrick A. Womack, P.E. Public Works Director

Financial Consideration: None

Recommendation: None

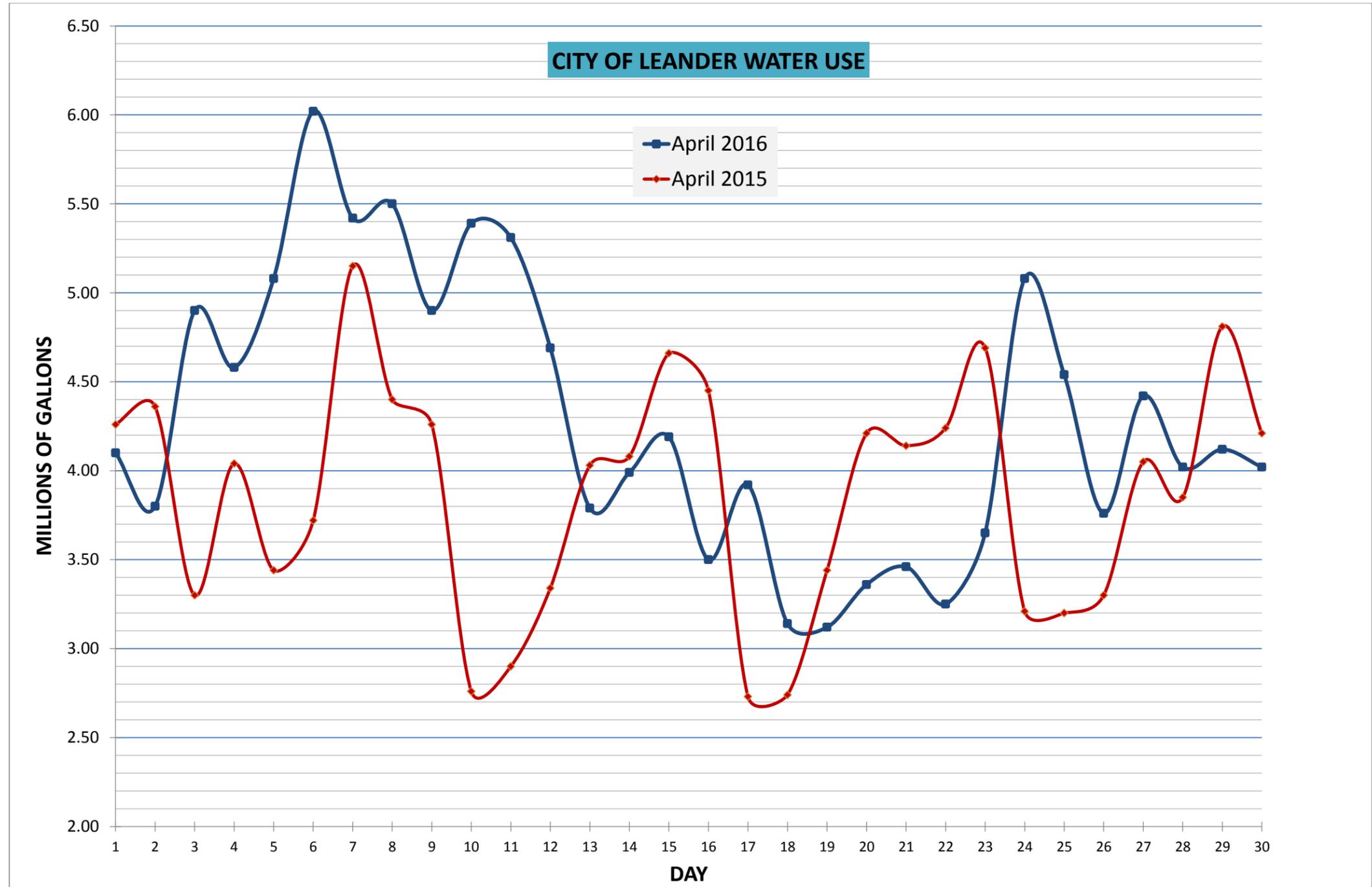
Attachments: City of Leander Water Use Table & Graph

Prepared by: Patrick A. Womack, P.E. Public Works Director

City of Leander Water Use (MG)

Day	2016 March	2016 April	2015 April
1	4.61	4.10	4.26
2	5.21	3.80	4.36
3	5.21	4.90	3.30
4	4.41	4.58	4.04
5	4.31	5.08	3.44
6	4.61	6.02	3.72
7	3.49	5.42	5.15
8	3.49	5.50	4.40
9	3.27	4.90	4.26
10	3.04	5.39	2.76
11	2.94	5.31	2.90
12	3.14	4.69	3.34
13	3.80	3.79	4.03
14	3.85	3.99	4.08
15	4.05	4.19	4.66
16	4.37	3.50	4.45
17	4.27	3.92	2.73
18	3.67	3.14	2.74
19	4.07	3.12	3.44
20	3.99	3.36	4.21
21	4.81	3.46	4.14
22	4.85	3.25	4.24
23	5.71	3.65	4.69
24	4.61	5.08	3.21
25	4.61	4.54	3.20
26	4.91	3.76	3.30
27	5.31	4.42	4.05
28	5.81	4.02	3.85
29	4.71	4.12	4.81
30	4.51	4.02	4.21
31	4.66		

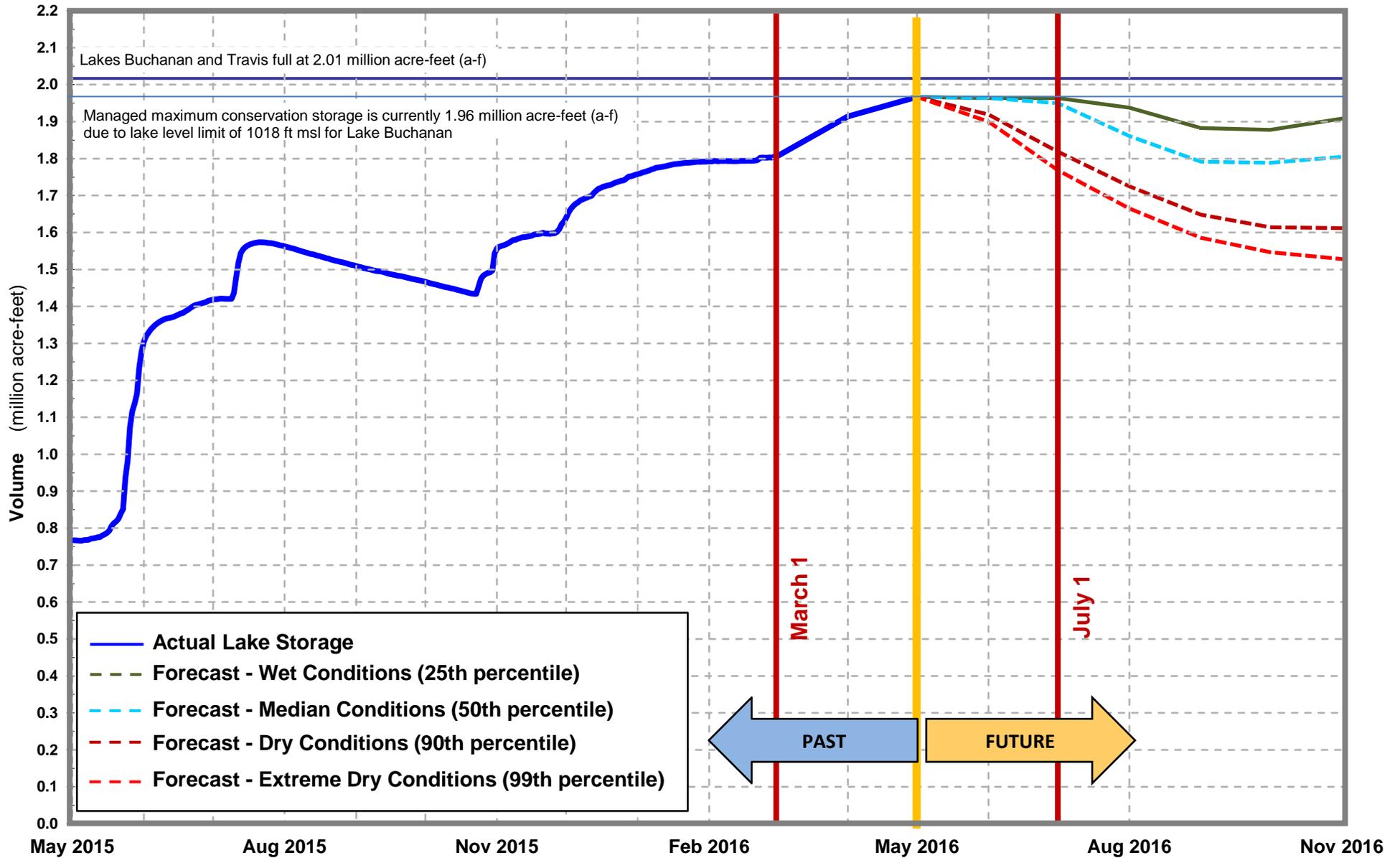
(MG)	2016 March	2016 April	2015 April
Total	134.3	129.02	107.0
Average	4.33	4.31	3.31
Peak Day	5.81	6.02	5.15
Min. Day	2.94	3.12	2.73
Total Connections:	13,469	13,585	12,389
SF Residential Connections:	12,714	12,831	11,711



Historical Water Use									
Year	2008	2009	2010	2011	2012	2014	2015	2015	2016
Month/Day	8/8	8/3	8/7	8/13	8/9	9/10	8/12	8/12	3/28
Peak Day (MG)	9.18	7.79	6.75	7.44	8.38	9.10	11.90	11.90	6.02
Avg Day (MG)	3.72	3.21	3.18	4.21	3.78	3.93	4.47	6.30	4.20
Annual (MG)	1,359	1,171	1,160	1,535	1,380	1,434	1,220	1,719	508.7

(As of 4/30/2016)

Lakes Buchanan and Travis Total Combined Storage Projections *



Note: One acre-foot equals 325,851 gallons.

Date: May 1, 2016

* Based on results from the draft stochastic model under development to reflect provisions of the 2015 Water Management Plan.