



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

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



Thursday ~ June 2, 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
2. Roll Call
3. Staff Comments: Tom Yantis, Asst. City Manager – 2015 Census Update
4. Citizen Comments: Three (3) minutes allowed per speaker  
*Please turn in speaker request form before the meeting begins*
5. Recognition of Madie Boreman for her Outstanding Academic and Athletic Achievement  
*Sponsored by Eric Zeno*
6. Recognition of the Leander Police Department Explorer Post #641 for their outstanding performance at the 2016 Austin PD Explorer Competitions
7. State of the Chamber of Commerce Presentation and update on Old Town Street Festival

**CONSENT AGENDA: ACTION**

8. Approval of the minutes: May 19, 2016
9. Receive Quarterly Investment Report
10. Second Reading of an Ordinance 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
11. License Agreement Case 16-LA-006: License Agreement for the installation and maintenance of irrigation within the rights-of-way of Twisted Tree Drive and Blended Tree Ranch Drive; within the Borho Subdivision; Leander, Williamson County, Texas
12. Consider Dedication and Acceptance of Subdivision Infrastructure Improvements for Mason Ranch Phase 1, Section 3
13. Consider Dedication and Acceptance of Subdivision Infrastructure Improvements for Mason Ranch Phase 2, Section 2A
14. Consider Award of Purchase Order for Storage Area Network Equipment and Components

## PUBLIC HEARING: ACTION

15. **Public Hearing** on Zoning Case 16-Z-009: Consider a zoning change for 10.922 acres, more or less, generally located to the northwest corner of Crystal Falls Parkway and Lakeline Blvd. from GC-3-B, General Commercial to PUD, Planned Unit Development with base zoning districts MF-2-A, Multi-Family and GC-2-A, General Commercial, Leander, Williamson County, Texas  
*Applicant: Adam Diskin on behalf of Bliss at Mason Hills, LLC*

**Action** on Zoning Case 16-Z-009: a zoning change for 10.922 acres, more or less, generally located to the northwest corner of Crystal Falls Parkway and Lakeline Blvd. from GC-3-B, General Commercial to PUD, Planned Unit Development with base zoning districts MF-2-A, Multi-Family and GC-2-A, General Commercial, Leander, Williamson County, Texas

16. **Public Hearing** on Zoning Case 16-Z-011: Consider a zoning change of 1.384 acres, more or less, located at 14000 Nameless Road from Interim SFR-1-B, Single Family Rural to LO-2-B, Local Office, Leander, Williamson County, Texas  
*Applicant: James & Jody Giddens on behalf of 6J Family Limited Partnership/6J, LLC, General Partner*

**Action** on Zoning Case 16-Z-011: a zoning change of 1.384 acres, more or less, located at 14000 Nameless Road from Interim SFR-1-B, Single Family Rural to LO-2-B, Local Office, Leander, Williamson County, Texas

17. **Public Hearing** on Comprehensive Plan Amendment Case 16-TOD-CPA-001: Consider a Comprehensive Plan amendment requesting a change to the Transportation Plan; to remove proposed collector roadway C12 from the Transportation Plan. The roadway is located between Broade Street and US 183 to the north of San Gabriel Parkway, Leander, Williamson County, Texas  
*Applicant: Angelica Anderson on behalf of RSI Maya Vista LLC*

**Action** on Comprehensive Plan Amendment Case 16-TOD-CPA-001: a Comprehensive Plan amendment requesting a change to the Transportation Plan; to remove proposed collector roadway C12 from the Transportation Plan. The roadway is located between Broade Street and US 183 to the north of San Gabriel Parkway, Leander, Williamson County, Texas

18. **Public Hearing** on Subdivision Case 15-CP-010: Consider Greatwood South Concept Plan for 119.93 acres, more or less, generally located at the northwest corner of the future intersection of Lakeline Blvd. and San Gabriel Parkway, Leander, Williamson County, Texas  
*Applicant: Danny Martin on behalf of J.L. Development Inc. (John Lloyd)*

**Action** on Subdivision Case 15-CP-010: Greatwood South Concept Plan for 119.93 acres, more or less, generally located at the northwest corner of the future intersection of Lakeline Blvd. and San Gabriel Parkway, Leander, Williamson County, Texas

## REGULAR AGENDA

19. Second Reading of an Ordinance 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
20. Development Agreement Case 14-DA-009: Consider a Development Agreement for the San Gabriel Whitt Ranch Subdivision. *Applicant: Davy Roberts on behalf of San Gabriel Whitt Ranch, LLC*

21. Consider approval of a Resolution authorizing the annexation of an 8.92 acre tract and a 0.151 acre tract by the Palmera Ridge Municipal Utility District
22. Consider approval of Design Service Contract for Phase Two Development in Lakewood Park
23. Consider a Resolution Expressing Intent to Finance Expenditures to be incurred by The City of Leander, Texas
24. Consider a Resolution approving a real estate acquisition by the Travis Central Appraisal District
25. Consider Old Town Business Grant to "Sweeten Up Bake Shop"
26. Consider Action Relating to the Pedernales Electric Cooperative, Inc. 2016 Election for Directors District 4 & 5 and Proposed Amendment
27. Consider appointment of Mayor Pro Tem
28. Council Member Closing Statements

**EXECUTIVE SESSION**

29. 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 277<sup>th</sup> Judicial District Court of Williamson County, Texas
30. 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 277<sup>th</sup> Judicial District Court of Williamson County, Texas
31. 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 27<sup>th</sup> day of May, 2016 by 5:00 pm pursuant to Chapter 551 of the Texas Government Code.

  
Debbie Haile, TRMC, City Secretary



**Executive Summary**

**June 2, 2016**

**Council Agenda Subject:** Recognition of the Leander Police Department Explorer Post #641 for their outstanding performance at the 2016 Austin PD Explorer Competitions.

**Background:** On April 30, 2016 the Leander Police Department Explorer Team attended the Austin PD Explorer Competition held at Akin High School, in Austin. The Leander Team has been preparing for this competition for months, going over different law enforcement related topics each month with different officers. Our team is comprised of Captain Rebecca Soto, Sgt. David Rowe, Explorer Ricardo Costa, and Explorer Colt Anderson. The advisors that attended the competition with the Team were Sgt. Mike Mohler, Cpl. Bruce Trzeciak and Ofc. Tiffany Blasé.

The event began at 0700 hours, and although the hour was early, the Team was prepared. The competition consisted of numerous scenarios in which teams from across the state, and some from out of state tested their skills. The scenarios ranged from Hostage negotiations, DWI stops, to Robbery in Progress calls. There were 13 total scenarios and each team in attendance was randomly selected to participate in 4 scenarios throughout the day. Teams did not know which scenario they would get until they arrived at the predetermined location and time for the scenario. Therefore, Explorers had to be prepared for any possible activity.

Our Team began the day with Hostage Negotiations. In this scenario one Explorer had to negotiate and reason with a hostage taker on the other end of the phone. While the rest of the team kept track of pertinent facts, allocated resources and provided intelligence for the negotiator. The second event for the team was Burglary in Progress in which the Team was dispatched to a location, met with a Complainant and entered an unknown location. From there the explorers were responsible for securing suspects, collecting evidence and gathering statements. The third test for the explorers was Misdemeanor Traffic Stop where the Team was tasked with initiating a "routine" traffic stop and determining the outcome of the situation based on facts collected during the stop

including a driver wanted for various charges and a passenger with no license. In the final scenario of the day the Team was dispatched to an Arrest, Search and Seizure test. The Team was tasked with taking information provided to them by a citizen, making contact with a suspicious person, and going from there based on their knowledge and facts from the scenario.

Once all teams were finished with their events, the entire competition ate dinner together in the cafeteria. Afterwards, everyone headed to the auditorium on campus for the awards ceremony. The Leander PD Explorer Team did very well and placed 2nd in Misdemeanor Traffic Stop and 1st in Arrest, Search and Seizure. In all there were 52 teams that competed and your Leander Team finished in 10th place. Quite an achievement considering there were teams from Ft. Worth, Dallas, Houston and other major metropolitan cities. Your Explorer Team represented Leander well and did us proud.

**Origination:** Greg Minton, Chief of Police

**Financial Consideration:** None

**Recommendation:** N/A

**Attachments:** N/A

**Prepared by:** Debbie Haile, City Secretary



**MINUTES  
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 – Shanán 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 7:30 pm and welcomed those in attendance  
Pastor Mark Brown delivered the invocation**
2. Roll Call  
**All present**
3. Swearing In of City Council Members for Place 1, Place 3 and Place 5  
**Judge Travis Lucas did the swearing in of Andrea Navarrette for Place 1, Shanán Shepherd for Place 3 and Jeff Seiler for Place 5**
4. Action on appointment of Cathleen “Cathy” Riedel as Municipal Court Presiding Judge  
**Motion made by Council Member Shepherd to appoint Cathy Riedel as Municipal Court Presiding Judge. Second by Mayor Pro Tem Navarrette. Motion passes, all voting “aye”**
5. Action on appointment of Mark Goodner as Associate Municipal Court Judge  
**Motion made by Council Member Shepherd to appoint Mark Goodner as Associate Municipal Court Judge. Second by Council Member Seiler. Motion passes, all voting “aye”**
6. Swearing in of Cathleen “Cathy” Riedel as Municipal Court Presiding Judge  
**Judge Travis Lucas swore in Cathy Riedel as Municipal Court Presiding Judge.**
7. Swearing in of Mark Goodner as Associate Municipal Court Judge  
**Judge Travis Lucas swore in Mark Goodner as Associate Municipal Court Judge**
8. Recognition of Travis Lucas for his time serving as Leander Municipal Court Presiding Judge  
**Mayor Fielder recognized Judge Travis Lucas for his service to the City of Leander for 11 years serving as Presiding Judge in Municipal Court and presented him with a plaque from the City Council  
Barbara Shannon, Municipal Court Administrator presented Judge Lucas with a plaque from Municipal Court and thanked him for his service**

**Mayor Fielder called for a break at 7:58 pm for a reception for the newly elected council Members and Judge Travis Lucas**

**Council reconvened from the break into open session at 8:17 pm**

9. Staff Comments

**No staff comments**

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

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

**Tessa Schmidtzinsky with Pedernales Electric (PEC) talked about the upcoming election for the Board of Directors**

**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

**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**

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*

**Tom Yantis, Asst. City Manager explained**

**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

**Motion made by Council Member Seiler to approve with P&Z recommendation of SFR-2-A, SFT-2-B, LO-2-A and LC-2-A. Second by Council Member Abruzzese. Motion passes, all voting "aye"**

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)*

**Tom Yantis, Asst. City Manager explained**

**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

**Davy Roberts, Applicant explained**

**Motion made by Mayor Fielder to approve. Second by Council Member Stephenson.**

**Motion passes, 6 to 1 with Council Member Abruzzese voting against.**

## 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

**Tom Yantis, Asst. City Manager explained**

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

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

**Tom Yantis, Asst. City Manager explained**

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

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

**Tom Yantis, Asst. City Manager explained**

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

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

**Robert Powers, Finance Director explained**

**Motion made by Mayor Fielder to approve. Second by Council Member Stephenson. Motion passes, all voting “aye”**

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-Leander138-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

**Pat Womack, Director of Public Works explained**

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

22. Consider possible action to support Operation Homefront and Meritage Homes to provide mortgage-free home in Leander to a military veteran

**Tom Yantis, Asst. City Manager explained**

**Charlie Coleman with Meritage Homes explained the project**

**Motion made by Mayor Fielder to approve a waiver of the permit fees and the impact fees. Second by Council Member Seiler. Motion passes, all voting “aye”**

23. Consider Award of Contract for the 2016 City of Leander Street Rehabilitation Project

**Pat Womack, Director of Public Works explained**

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

24. Water Use and Supply Update

**Pat Womack, Director of Public Works gave the update**

25. Council Member Closing Statements

**Council Members gave their 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

**Council convened into executive session at 9:06 pm**  
**Council reconvened into open session at 10:41 pm**

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

**No action taken**

b) to consider economic incentives for business prospects

**No action taken**

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

**No action taken**

d) regarding pending legal matters related to the regional water treatment plant

**No action taken**

28. Adjournment

**With there being no further business, the meeting adjourned at 10:45 pm**

Attest:

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Christopher Fielder, Mayor

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Debbie Haile, TRMC, City Secretary



**Executive Summary**

**June 2, 2016**

**Council Agenda Subject:** Receive Quarterly Investment Report for the period ending 3/31/2016.

**Background:** Under the Public Funds Investment Act (PFIA), the City is required to maintain a City Council approved investment policy that is reviewed annually and is in compliance with the Act. Quarterly investment reports are presented to the governing body to disclose the book and market values of the investments at the period ended, and to demonstrate compliance with the Council approved Investment Policy. The period covered in this report is January 1, 2016 through March 31, 2016. Investment activity for the quarter consisted of:

- The maturity of the Duluth, MN ISD GO Refunding Bond on 2/1/2016. This investment was purchased with CO proceeds in April 2015 with a par value of \$525,000 (2% coupon rate and 0.33% yield to maturity).
- The maturity of the Spring, TX ISD Refunding Bond on 2/15/2016. This investment was purchased with CO proceeds in April 2015 with a par value of \$390,000 (4% coupon rate and 0.301% yield to maturity).
- The maturity of the Tompkins County, NY GO Bond on 2/15/2016. This investment was purchased with CO proceeds in April 2015 with a par value of \$650,000 (3% coupon rate and 0.310% yield to maturity).
- The purchase of the Leander ISD Refunding Bond on 2/4/2016. This investment was purchased with consolidated funds with a par value of \$1,445,000 (3% coupon rate and 0.401% yield to maturity).
- The purchase of the Nassau County, NY Bond on 2/9/2016. This investment was purchased with consolidated funds with a par value of \$1,500,000 (1.2% coupon rate and 1.080% yield to maturity).
- The purchase of the FHLB Note on 2/16/2016. This investment was purchased with consolidated funds with a par value of \$2,000,000 (1.0% coupon rate and 1.000% yield to maturity).

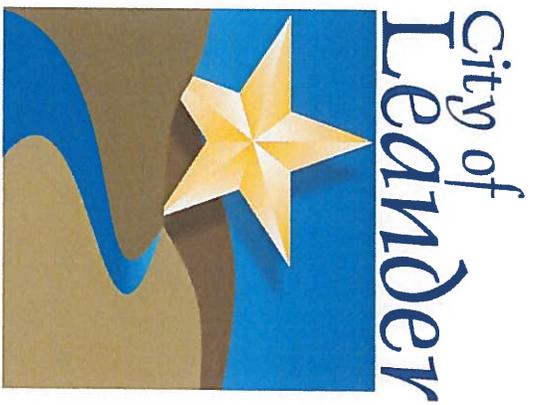
**Origination:** Robert G. Powers, Finance Director

**Financial Consideration:** n.a.

**Recommendation:** n.a.

**Attachments:** Quarterly Investment Report

**Prepared By:** Jodi Levie, Senior Accountant  
Robert G. Powers, Finance Director



**Quarterly Investment Report**  
**For the Quarter Ended March 31, 2016**  
**Fiscal Year 2015-2016**  
**City of Leander, Texas**



# City of Leander, Texas

Quarterly Investment Report  
 January 1, 2016 - March 31, 2016  
 Portfolio Summary Management Report

Portfolio as of December 31, 2015		Portfolio as of March 31, 2016	
Ending Book Value	63,380,000.80	Ending Book Value	65,891,394.53
Ending Market Value	63,333,956.51	Ending Market Value	65,842,325.27
<b>Unrealized Gains/Losses</b>	<b>(46,044.29)</b>	<b>Total Interest Earned for the Quarter</b>	<b>62,841.25</b>
WAM at Beginning Period Date	60.40 days	<b>Unrealized Gains/Losses</b>	<b>(49,069.26)</b>
		WAM at Ending Period Date	66.57 days
		<b>Change in Market Value</b>	<b>2,508,368.76</b>

Average Yield to Maturity for quarter 0.421%  
 Average Yield 90-day T-Bill for quarter 0.290%  
 Average Yield 180-day T-Bill for quarter 0.450%  
 Average Yield 1-year T-Note for quarter 0.580%

**Compliance:**

The following reports are submitted in accordance with the Public Funds Investment Act (Texas Government Code 2256), and the approved City of Leander Investment Policy.

**Prepared by:**

*Jodi Levie*  
 City of Leander  
 Jodi Levie, Senior Accountant

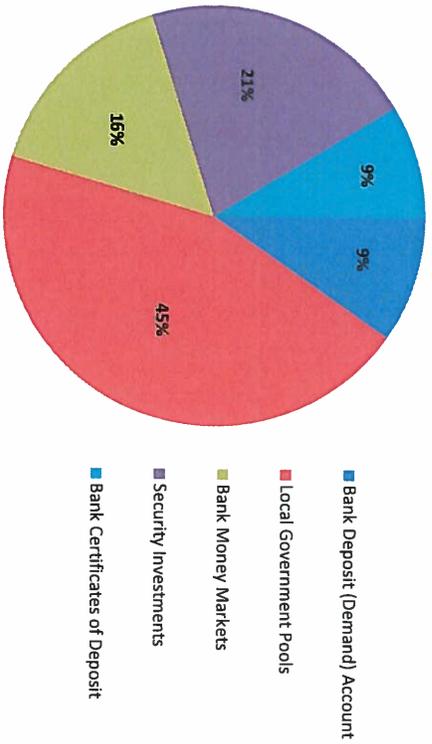
**Approved by:**

*Robert Powers*  
 City of Leander  
 Robert Powers, Finance Director

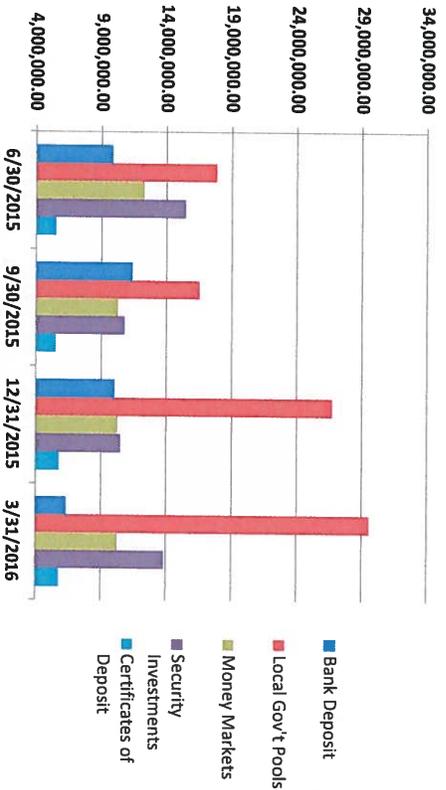
Date 5/25/2016



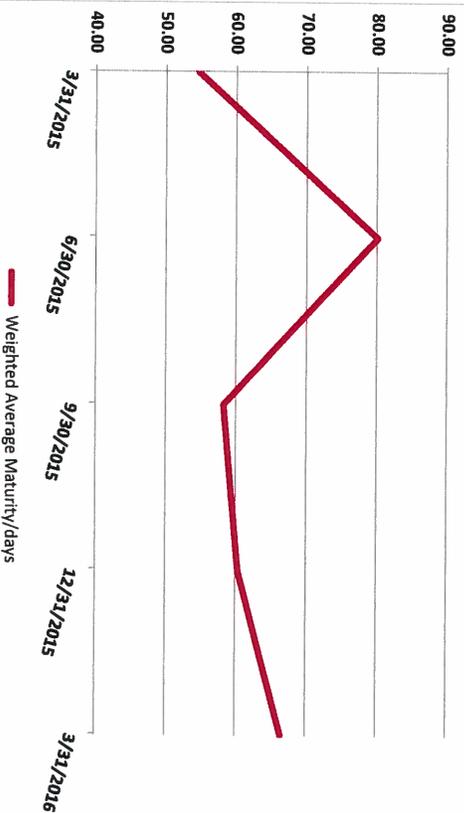
### Investment Portfolio at 3/31/2016



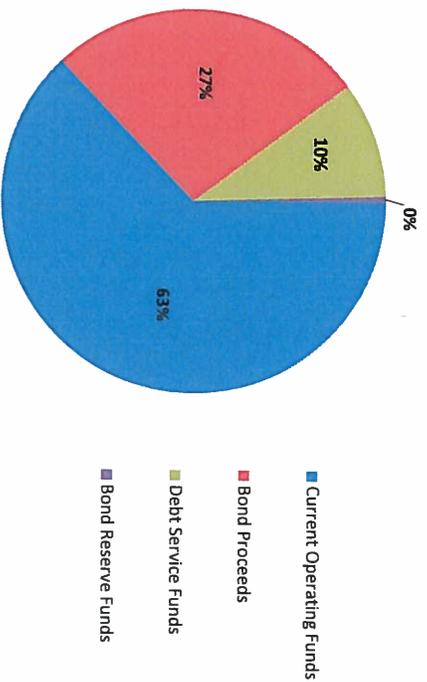
### Historical Investment Portfolio Comparison



### Portfolio WAM Analysis by Quarter



### Investments by Funding Source



City of Leander  
Investment Summary by Funding Source  
Periods January 1, 2016 to March 31, 2016



Security Type	Number of Investments	Par Value	Book Value	% of Portfolio	Average YTM	Average Days to Maturity
<b>Fund: Current Operating Funds</b>						
Depository Account	2	6,332,307.44	6,332,307.44	10%	0.570%	1
Eligible Investment Pools	5	21,163,654.43	21,163,654.43	32%	0.356%	1
Money Market	3	2,692,676.25	2,692,676.25	4%	0.243%	1
Security Investments	4	5,445,000.00	5,462,093.20	8%	0.811%	305
Certificates of Deposit	3	5,775,509.80	5,775,509.80	9%	0.357%	247
<b>Subtotal</b>	<b>17</b>	<b>41,409,147.92</b>	<b>41,426,241.12</b>	<b>63%</b>	<b>0.468%</b>	<b>116</b>
<b>Fund: Bond Proceeds</b>						
Eligible Investment Pools	2	2,206,292.70	2,206,292.70	3%	0.345%	1
Money Market	1	7,015,458.88	7,015,458.88	11%	0.350%	1
Security Investments	8	8,388,054.00	8,444,646.35	13%	0.406%	84
<b>Subtotal</b>	<b>11</b>	<b>17,609,805.58</b>	<b>17,666,397.93</b>	<b>27%</b>	<b>0.390%</b>	<b>61</b>
<b>Fund: Debt Service Funds</b>						
Eligible Investment Pools	2	5,896,150.55	5,896,150.55	9%	0.342%	1
Money Market	1	582,331.96	582,331.96	1%	0.080%	1
<b>Subtotal</b>	<b>3</b>	<b>6,478,482.51</b>	<b>6,478,482.51</b>	<b>10%</b>	<b>0.255%</b>	<b>1</b>
<b>Fund: Bond Reserve Funds</b>						
Eligible Investment Pools	1	320,272.97	320,272.97	0%	0.345%	1
<b>Subtotal</b>	<b>1</b>	<b>320,272.97</b>	<b>320,272.97</b>	<b>0%</b>	<b>0.345%</b>	<b>1</b>
<b>Total and Average</b>	<b>32</b>	<b>65,817,708.98</b>	<b>65,891,394.53</b>	<b>100%</b>	<b>0.421%</b>	<b>66.57</b>

City of Leander  
 Portfolio Valuation Comparison Report  
 Periods January 1, 2016 to March 31, 2016



Investment Type	Par Value		Book Value		Market Value	
	Beginning Value	Ending Value	Beginning Value	Ending Value	Beginning Value	Ending Value
Bank Deposit (Demand) Account	Beginning Value	12/31/2015	10,030,060.31	10,030,060.31	10,030,060.31	10,030,060.31
	Net Change		(3,697,752.87)	(3,697,752.87)	(3,697,752.87)	(3,697,752.87)
	Ending Value	3/31/2016	6,332,307.44	6,332,307.44	6,332,307.44	6,332,307.44
Local Government Pools	Beginning Value	12/31/2015	26,760,535.17	26,760,535.17	26,760,535.17	26,760,535.17
	Net Change		2,825,835.48	2,825,835.48	2,825,835.48	2,825,835.48
	Ending Value	3/31/2016	29,586,370.65	29,586,370.65	29,586,370.65	29,586,370.65
Bank Money Markets	Beginning Value	12/31/2015	10,283,810.92	10,283,810.92	10,283,810.92	10,283,810.92
	Net Change		6,656.17	6,656.17	6,656.17	6,656.17
	Ending Value	3/31/2016	10,290,467.09	10,290,467.09	10,290,467.09	10,290,467.09
Security Investments	Beginning Value	12/31/2015	10,453,054.00	10,535,164.59	10,489,120.30	10,489,120.30
	Net Change		3,380,000.00	3,371,574.96	3,368,549.99	3,368,549.99
	Ending Value	3/31/2016	13,833,054.00	13,906,739.55	13,857,670.29	13,857,670.29
Bank Certificates of Deposit	Beginning Value	12/31/2015	5,770,429.81	5,770,429.81	5,770,429.81	5,770,429.81
	Net Change		5,079.99	5,079.99	5,079.99	5,079.99
	Ending Value	3/31/2016	5,775,509.80	5,775,509.80	5,775,509.80	5,775,509.80
Total	Beginning Value	12/31/2015	63,297,890.21	63,380,000.80	63,333,956.51	63,333,956.51
	Net Change		2,519,818.77	2,511,393.73	2,508,368.76	2,508,368.76
	Ending Value	3/31/2016	65,817,708.98	65,891,394.53	65,842,325.27	65,842,325.27



City of Leander  
 Investment Detail by Type  
 Periods January 1, 2016 to March 31, 2016

CUSIP	Issuer	Fund	Settlement	Maturity	Current	Coupon	Book Value	Market Value	Accrued Interest	Total Interest
		Acquired	Date	Date	Yield to Mly	Rate			Earned this Quarter	Earned FY 15-16

**Type: Demand Account**

n/a	Frost Bank - Operating	99	n/a	n/a	0.570%	n/a	6,319,392.55	6,319,392.35	8,846.58	16,332.56
n/a	Frost Bank - Section 125	99	n/a	n/a	0.570%	n/a	12,915.09	12,915.09	-	-
<b>Subtotal</b>							<b>6,332,307.44</b>	<b>6,332,307.44</b>	<b>8,846.58</b>	<b>16,332.56</b>

**Type: Eligible Investment Pools**

n/a	Texpool - Consolidated Operating	99	n/a	n/a	0.342%	n/a	20,097,380.01	20,097,380.01	17,498.71	22,658.27
n/a	Texpool - Utility Customer Deposit	99	n/a	n/a	0.342%	n/a	5,943.27	5,943.27	4.36	6.47
n/a	Texpool - Utility I & S	85	n/a	n/a	0.342%	n/a	151,991.75	151,991.75	113.04	163.33
n/a	Texpool - General Fund I & S	80	n/a	n/a	0.342%	n/a	5,744,158.80	5,744,158.80	3,498.55	3,778.06
n/a	Texpool - TRFZ No. 1	79	n/a	n/a	0.342%	n/a	780.99	780.99	0.91	0.95
n/a	Texpool - BCRUA Contract	20	n/a	n/a	0.342%	n/a	10,615.06	10,615.06	7.93	11.45
n/a	Texstar - \$24M Series 2015 CO	54	n/a	n/a	0.345%	n/a	2,206,287.51	2,206,287.51	1,705.64	2,188.46
n/a	Texstar - BCRUA Reserve	20	n/a	n/a	0.345%	n/a	320,272.97	320,272.97	394.82	567.70
n/a	Texstar - Capital Assets Fund	14	n/a	n/a	0.345%	n/a	5.19	5.19	-	-
n/a	Texas DALY - Consolidated Operating	99	n/a	n/a	0.410%	n/a	1,048,935.10	1,048,935.10	997.82	1,458.78
<b>Subtotal</b>							<b>29,586,370.65</b>	<b>29,586,370.65</b>	<b>24,221.78</b>	<b>30,833.47</b>

**Type: Money Markets**

n/a	Chase Bank Money Market	80	n/a	n/a	0.080%	n/a	582,331.96	582,331.96	104.87	148.79
n/a	East West Bank Money Market	20	n/a	n/a	0.080%	n/a	1,442,344.24	1,442,344.24	239.76	368.55
n/a	East West Bank Money Market	99	n/a	n/a	0.350%	n/a	1,004,253.84	1,004,253.84	764.48	1,270.18
n/a	East West Bank Money Market	54	n/a	n/a	0.350%	n/a	7,015,458.88	7,015,458.88	5,340.55	8,873.26
n/a	Texas Capital Bank Money Market	99	n/a	n/a	0.300%	n/a	246,078.17	246,078.17	186.51	374.93
<b>Subtotal</b>							<b>10,290,467.09</b>	<b>10,290,467.09</b>	<b>6,656.17</b>	<b>11,035.71</b>

**Type: U.S Agencies & Instrumentalities & Municipal Bonds**

521841GD2	Leander ISD Ref CABS	99	6/25/16	8/15/2016	0.761%	0.000%	495,695.00	498,435.00	1,174.09	2,348.18
521841LL8	Leander ISD Ref	99	2/4/16	8/15/2016	0.401%	3.000%	1,464,883.20	1,457,499.25	890.39	890.39
63165TQV0	Nassau County, NY	99	2/9/16	12/15/2016	1.080%	1.200%	1,501,515.00	1,501,560.00	2,506.36	2,506.36
3130A77L3	FLHB Note	99	2/16/16	2/16/2018	1.000%	1.000%	2,000,000.00	1,996,454.00	1,666.67	1,666.67
57448RDR8	Marysville OH Wstwr Sys Revenue Bonds	54	4/22/15	12/1/2015	0.301%	3.000%	-	-	-	174.38
264471KK8	Duluth MN ISD GO Ref	54	4/16/15	2/1/2016	0.330%	2.000%	-	-	365.05	912.63
850000X70	Spring TX ISD Ref Ser A	54	4/16/15	2/15/2016	0.301%	4.000%	-	-	208.52	521.30
890091SA0	Tompkins County NY GO	54	4/16/15	4/1/2016	0.310%	3.000%	-	-	352.30	880.75
60534TCU7	Miss State Dev Bank Rev Bnds	54	4/15/15	4/29/2016	0.360%	2.000%	554,323.00	550,000.00	588.50	1,177.00
86476PPT9	Suffolk County NY GO	54	4/30/15	4/30/15	0.370%	1.250%	1,763,331.99	1,748,648.34	1,628.00	3,256.00
083419ZR5	Bentonville AR Sch Dist GO	54	4/30/15	6/1/2016	0.350%	2.000%	942,156.76	937,356.20	1,096.62	2,193.24
434722HK3	Holbrook MA Ref GO	54	4/16/15	6/15/2016	0.470%	5.000%	818,003.43	807,216.00	998.29	2,579.90
679088AD6	Oklahoma St Cap Impr Auth Rev Bnds**	54	4/15/15	7/1/2016	0.361%	2.000%	337,651.86	336,112.20	162.96	-
137177SE2	Canandaigua NY Sch Dist GO**	54	4/28/15	7/15/2016	0.370%	3.000%	308,882.04	307,052.65	92.31	-
522508AY6	Lebanon IN Comm Sch Corp GO	54	4/15/15	7/15/2016	0.451%	1.000%	216,470.60	215,303.15	258.91	517.82
3130A3CE2	FLHB Note	54	4/14/15	10/14/2016	0.515%	0.625%	3,503,826.67	3,502,033.50	4,512.08	9,024.16
<b>Subtotal</b>							<b>13,906,739.55</b>	<b>13,857,670.29</b>	<b>16,501.05</b>	<b>28,648.78</b>

**Type: Certificate of Deposits**

n/a	Unity National Bank - CDARS	99	12/24/2015	12/22/2016	0.550%	n/a	1,000,000.00	1,000,000.00	1,492.80	2,416.63
n/a	East West Bank	99	11/14/2015	11/14/2016	0.450%	n/a	4,530,509.80	4,530,509.80	5,079.99	10,210.01
n/a	BBVA Compass Bank	99	12/4/2015	12/4/2016	0.070%	n/a	245,000.00	245,000.00	42.88	57.17
<b>Subtotal</b>							<b>5,775,509.80</b>	<b>5,775,509.80</b>	<b>6,615.67</b>	<b>12,683.81</b>
<b>TOTAL</b>							<b>65,891,394.53</b>	<b>65,842,325.27</b>	<b>62,841.25</b>	<b>99,534.33</b>

\*\* Interest was earned this quarter on the investment but is being applied to the amortized premium, therefore total interest earned FY15-16 is equal to zero.



**Executive Summary**

**June 02, 2016**

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**Agenda Subject:** Zoning Case 15-Z-033: 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 final 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. The City Council approved the request at the May 19, 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

**AGENDA ITEM # 10**

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

05/23/2016



## 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

<b>COMPOSITE ZONING ORDINANCE INTENT STATEMENTS</b>
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**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 1<sup>st</sup> 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 21<sup>st</sup>, 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:

<b>Type 2 Site Component</b>	
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.

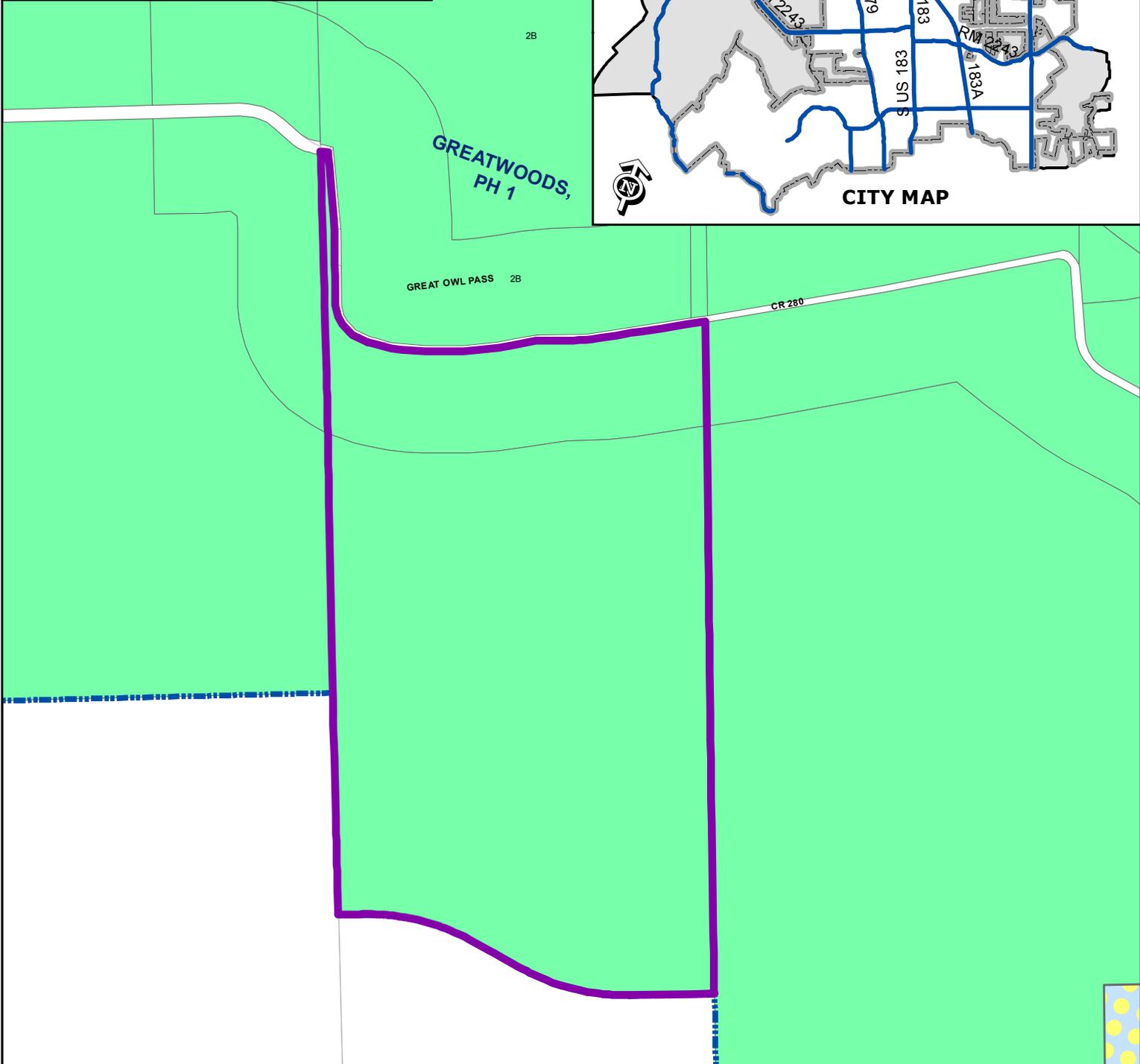
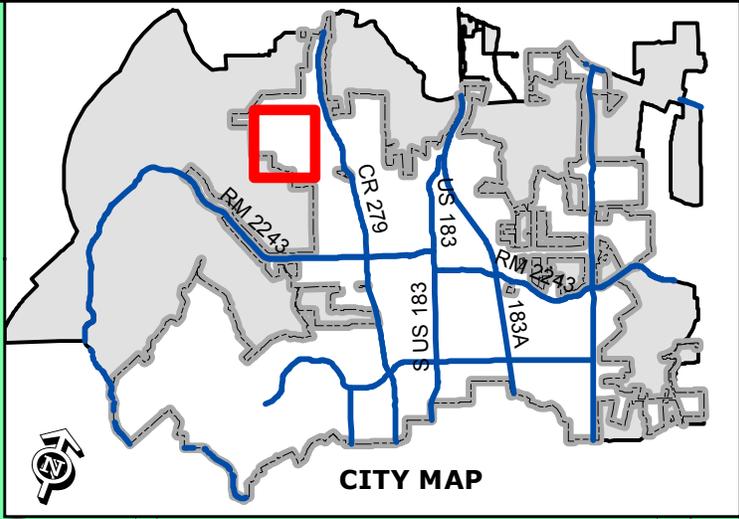
The Type B Architectural Component requires 85% masonry on the first story of buildings and 50% masonry on each additional story. This component requires four architectural features for street facing facades. The Type A Architectural Component requires 85% masonry on all stories with a minimum of 5 architectural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

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



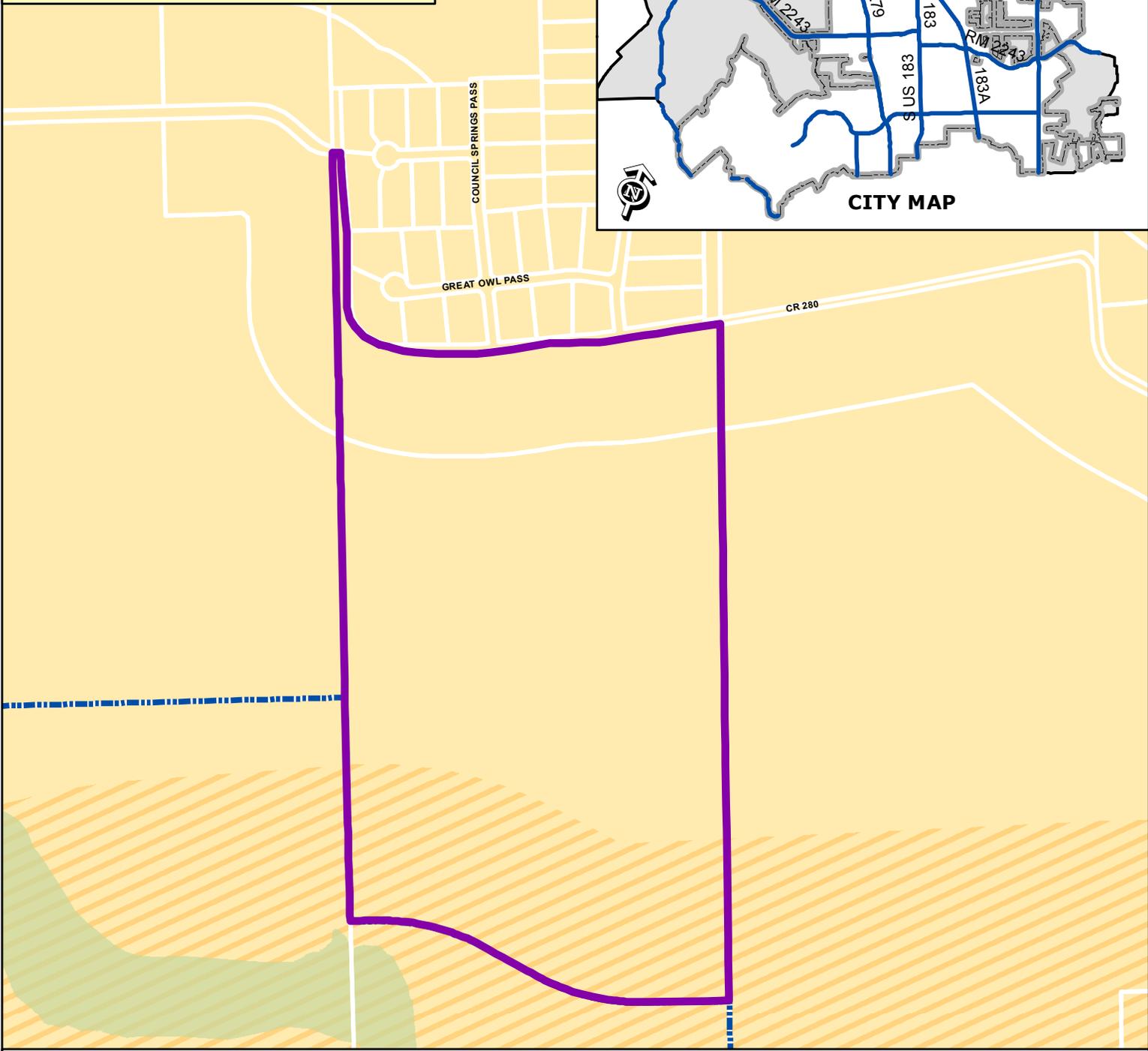
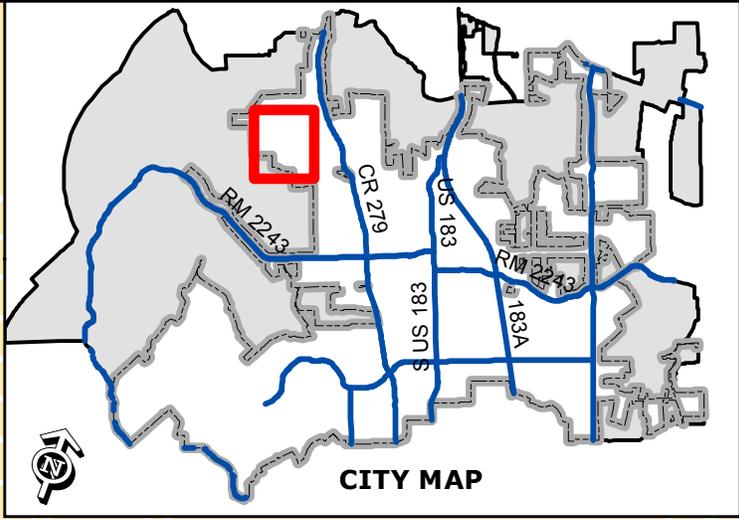
**ZONING CASE 15-Z-033 Attachment #2**

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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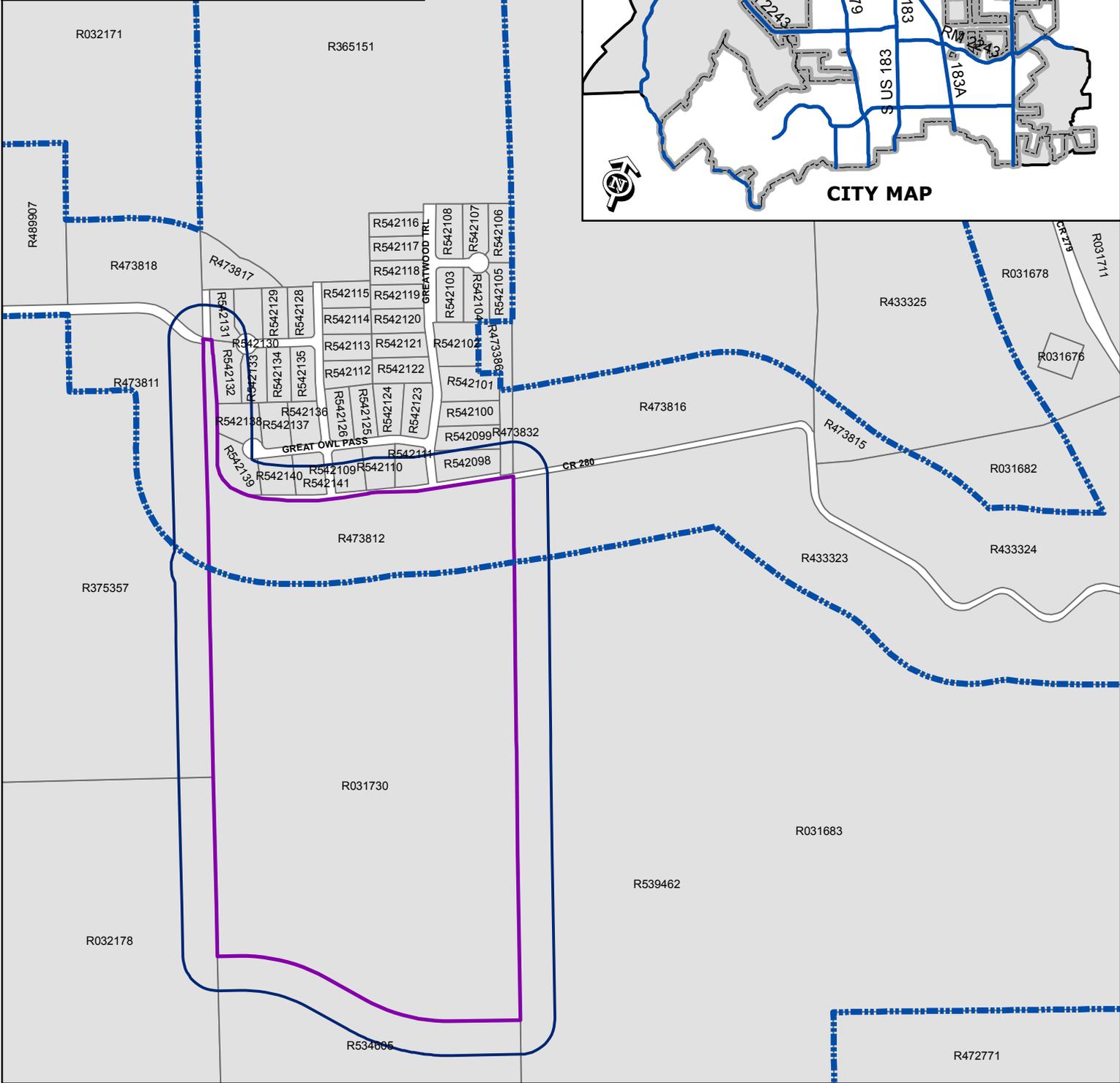
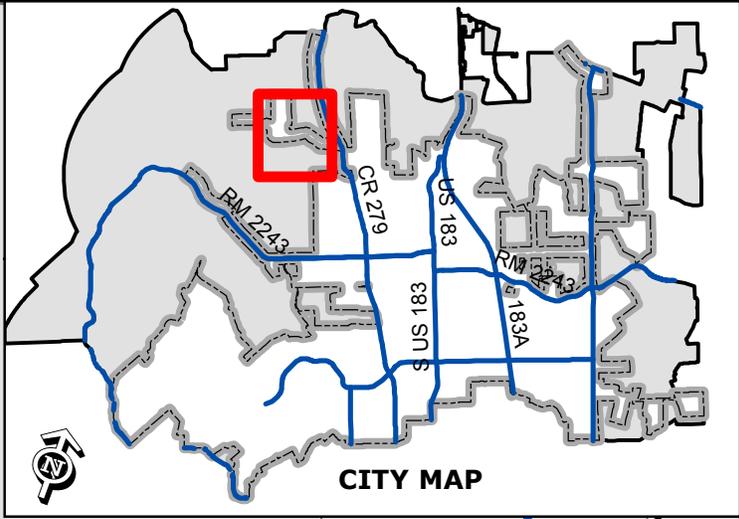


**ZONING CASE 15-Z-033 Attachment #3** Future Land Use Map - Greatwood South

 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

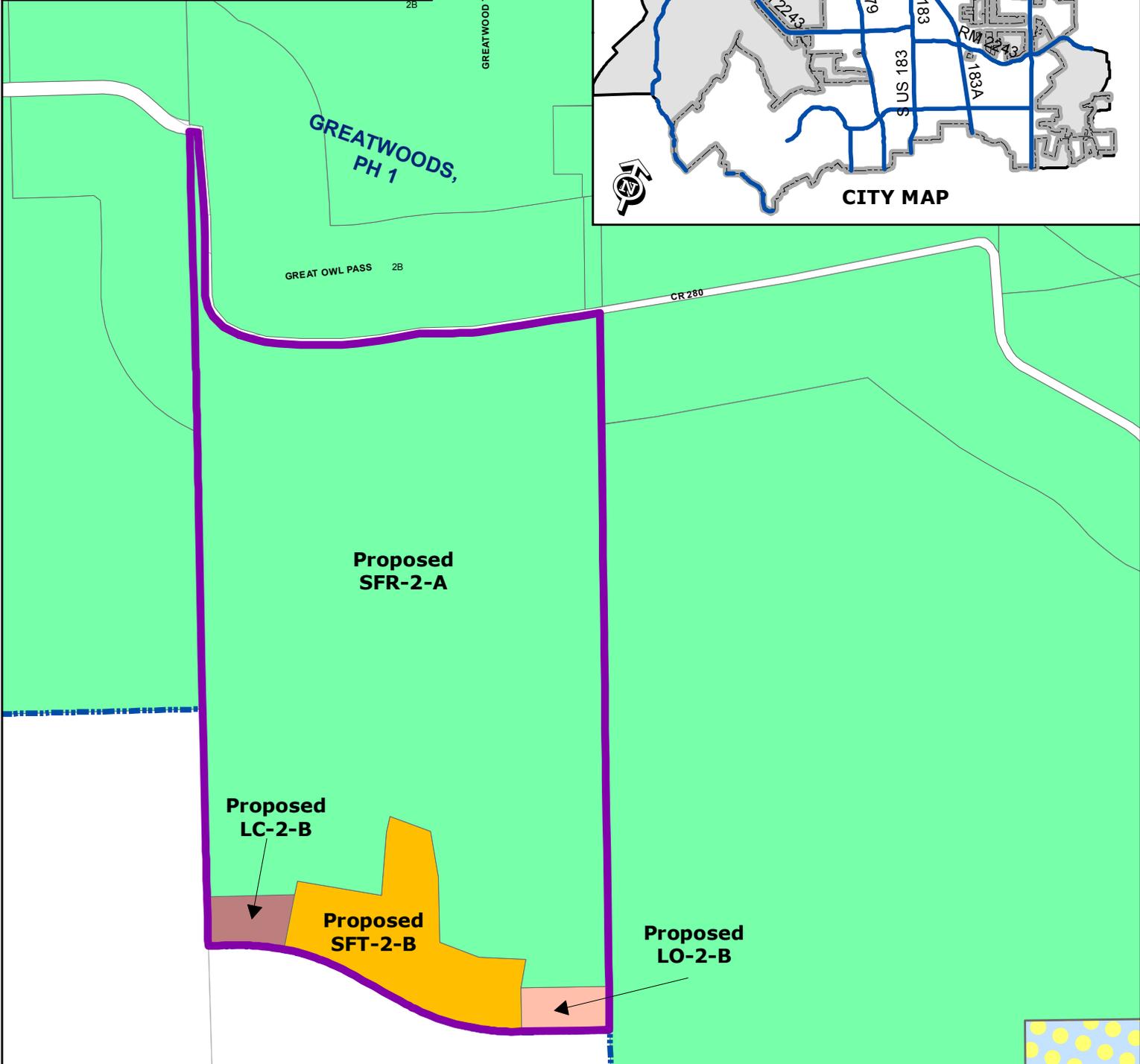
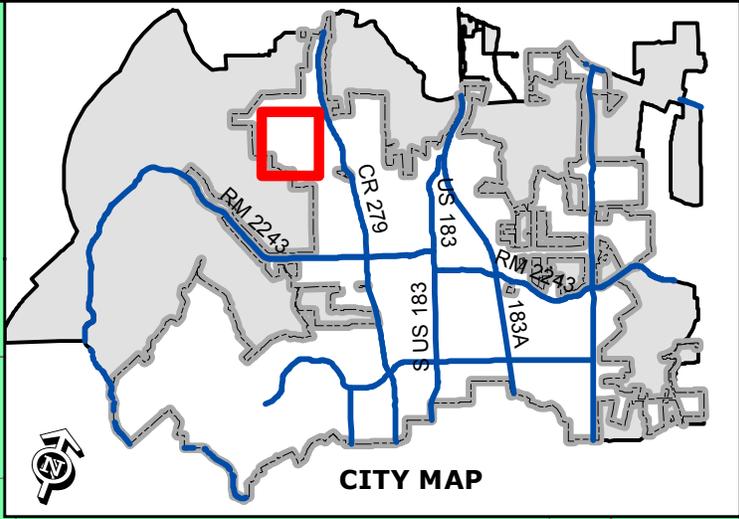
#### Attachment # 4

Notification Map  
Greatwood South

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



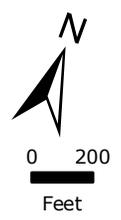
This map has been produced by the City of Leander for informational purposes only. No warranty is made by the City regarding completeness or accuracy, please refer to the official ordinance for zoning verification. This data should not be construed as a legal description or survey instrument. No responsibility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



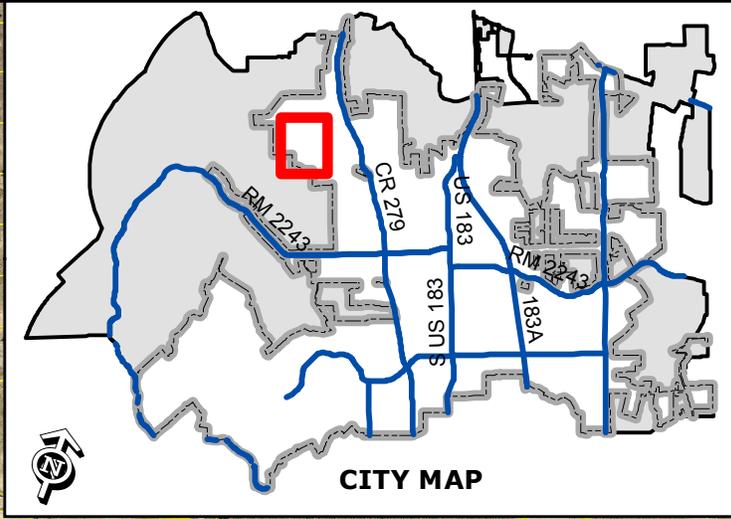
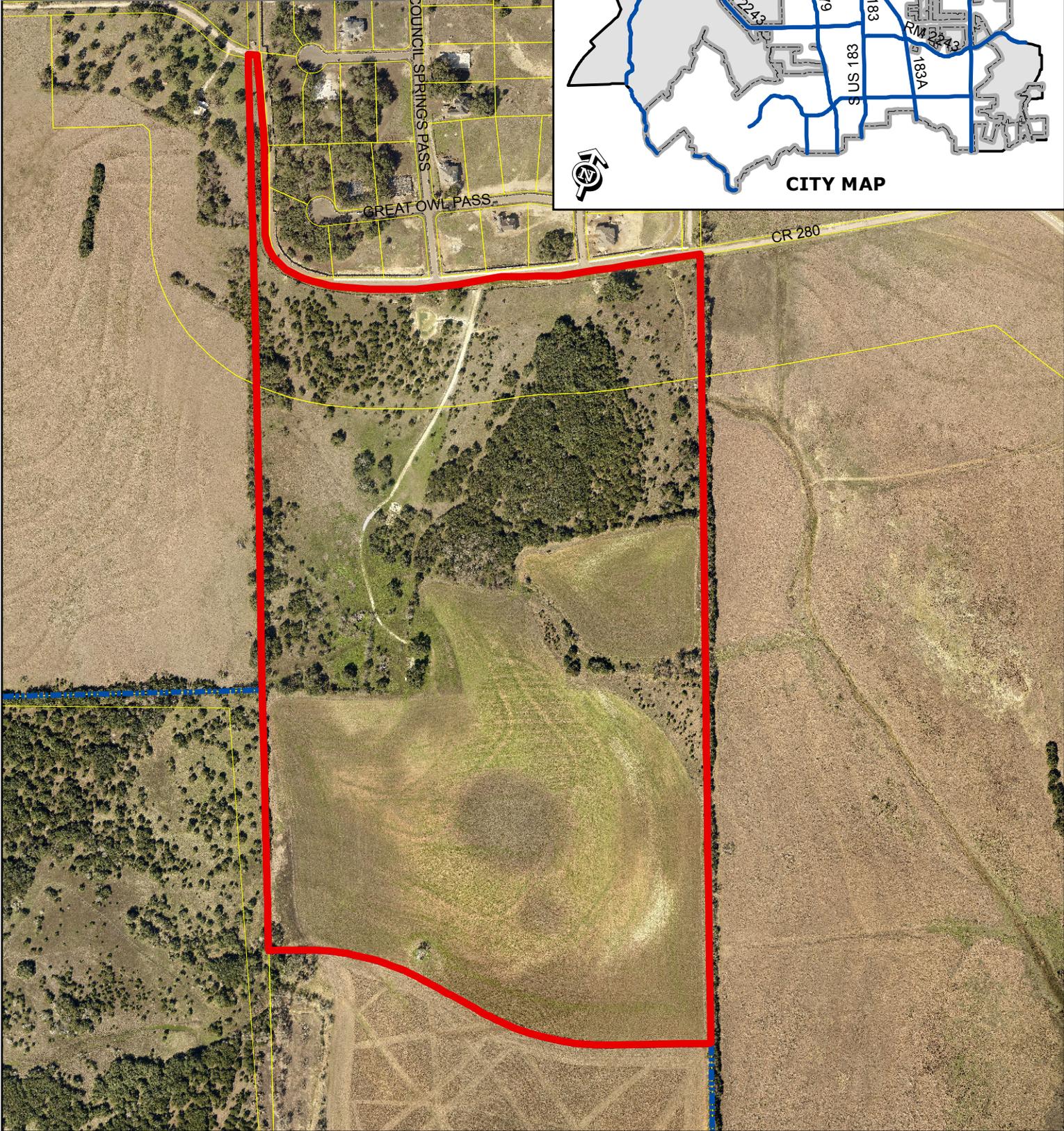
**ZONING CASE 15-Z-033 Attachment #5**

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-A (LOCAL COMMERCIAL), LO-2-A (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-A (Local Commercial), LO-2-A (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 19<sup>th</sup> day of May, 2016.  
**FINALLY PASSED AND APPROVED** on this the 2<sup>nd</sup> day of June, 2016.

**THE CITY OF LEANDER, TEXAS**

**ATTEST:**

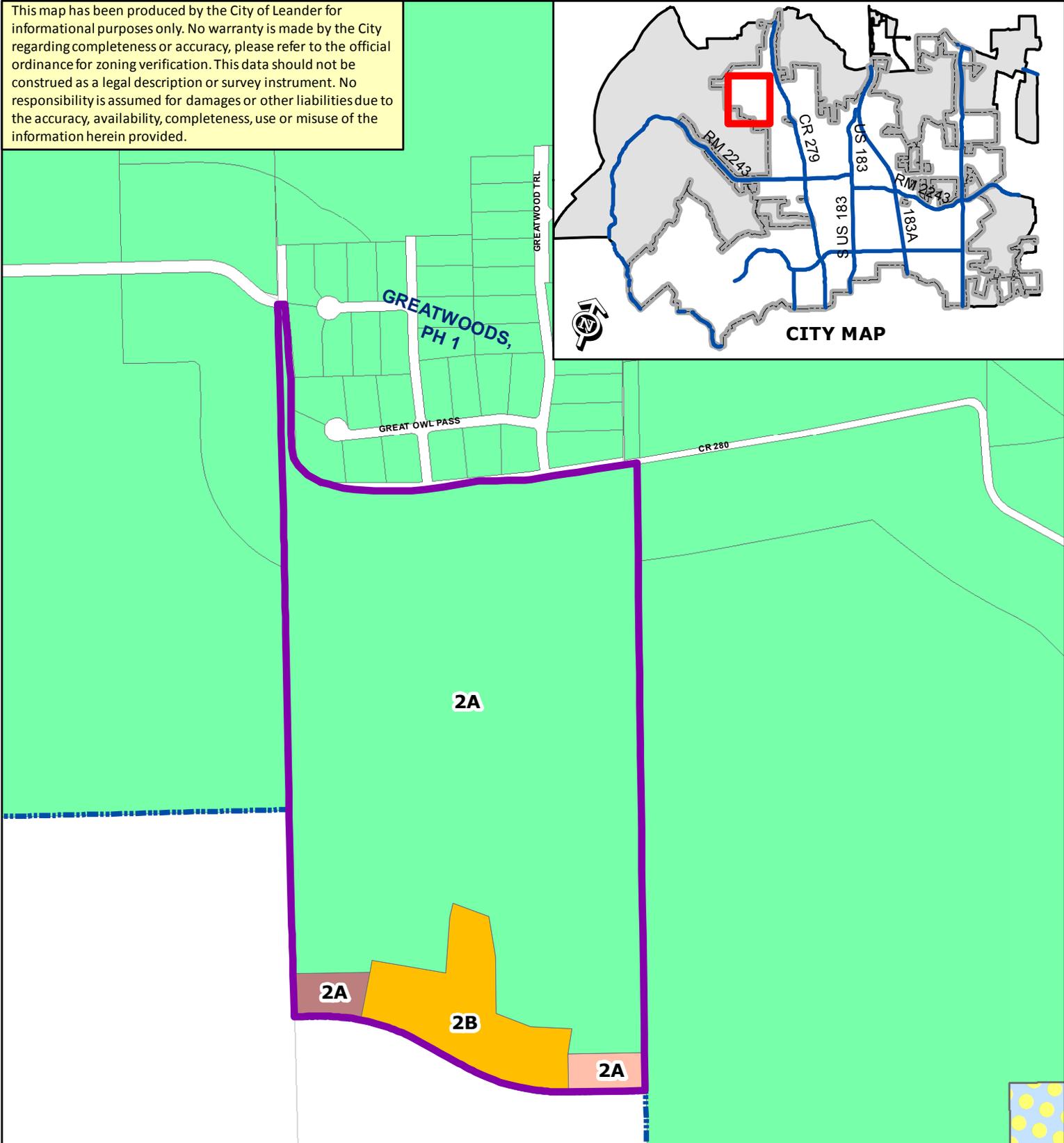
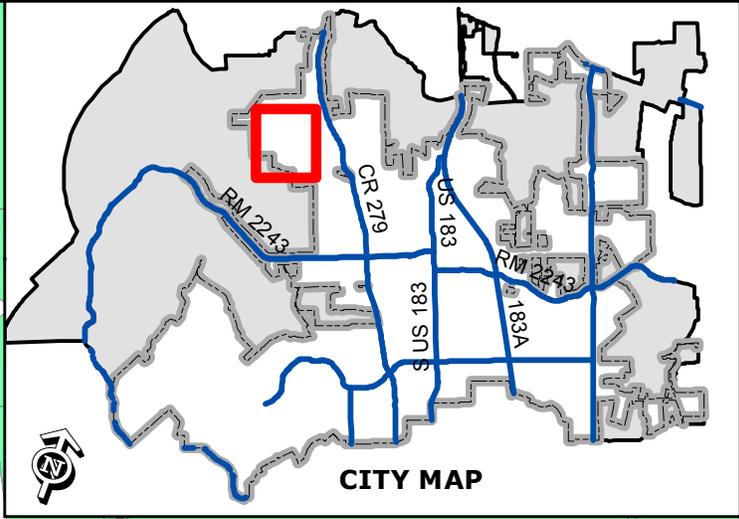
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Christopher Fielder, Mayor

---

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





**Executive Summary**

**June 02, 2016**

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**Agenda Subject:** License Agreement Case 16-LA-006: Consideration of a License Agreement for the installation and maintenance of irrigation within the rights-of-way of Twisted Tree Drive and Blended Tree Ranch Drive; within the Borho Subdivision; Leander, Williamson County, Texas.

**Background:** The Trails of Shady Oak Residential Community, Inc is requesting a license agreement to construct, install, and maintain irrigation within the rights-of-way within the Borho Subdivision.

**Origination:** Applicant: Trails of Shady Oak Residential Community.

**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

05/23/2016

## **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 Trails of Shady Oak Residential Community, Inc (“Licensee”) enter into this License Agreement (“Agreement”) on this the 2<sup>nd</sup> day of June, 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 Borho, Phases 1 and 8 Subdivision (the “Subdivision”) located in the rights-of-way of Twisted Tress Drive and Blended Tree Ranch Drive, Leander, Williamson County, Texas being: an irrigation line system; hereinafter referred to as the “Improvements”. The locations of the rights-of-way containing the Improvements are more particularly shown in Exhibit “A” 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” 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**

Trails of Shady Oak Residential Community, Inc  
8920 Business Park Drive  
Suite 350  
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: TRAILS OF SHADY OAK RESIDENTIAL COMMUNITY, INC**

By: \_\_\_\_\_  
Name: Travis Schirpik  
Title: President

**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

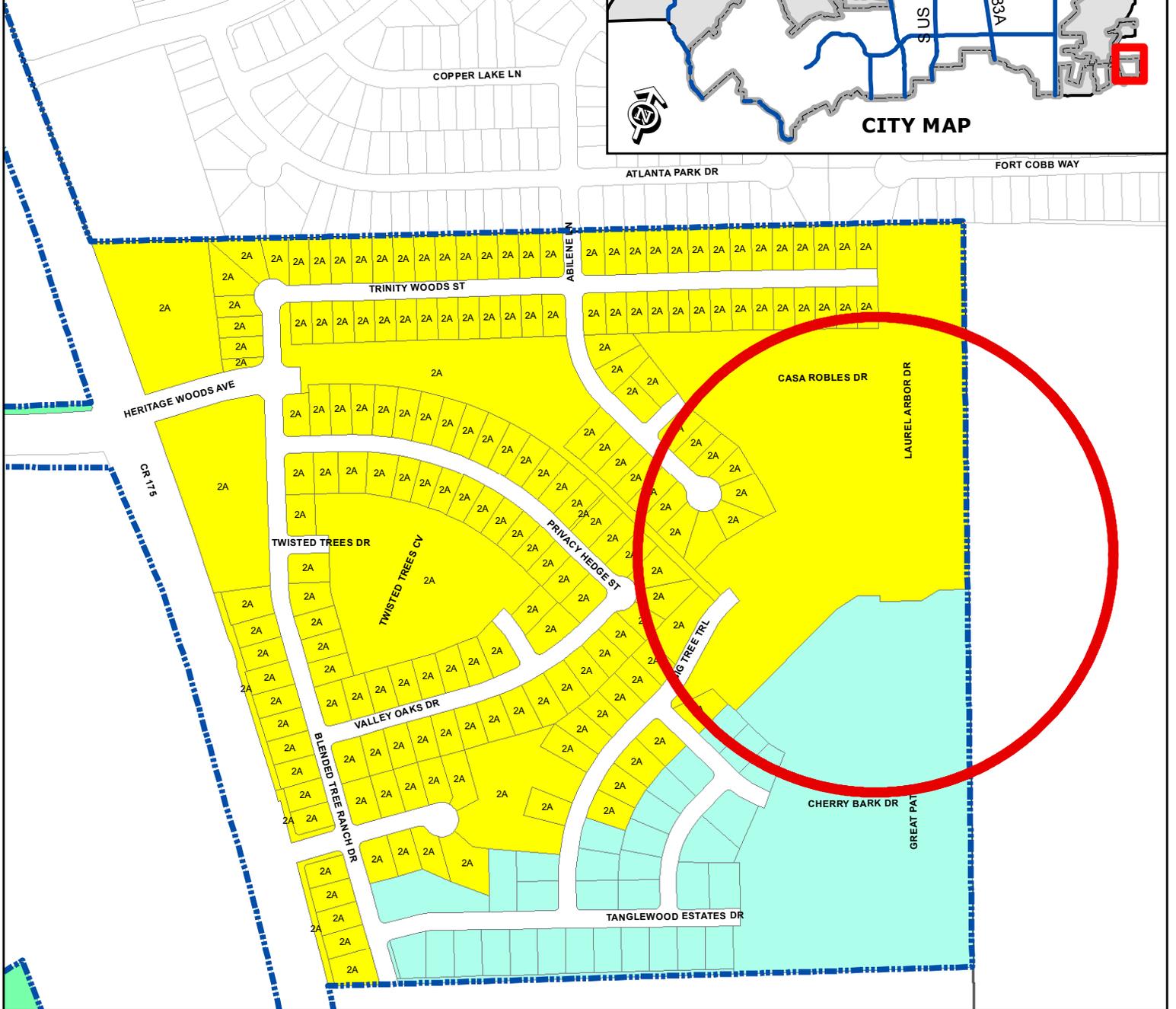
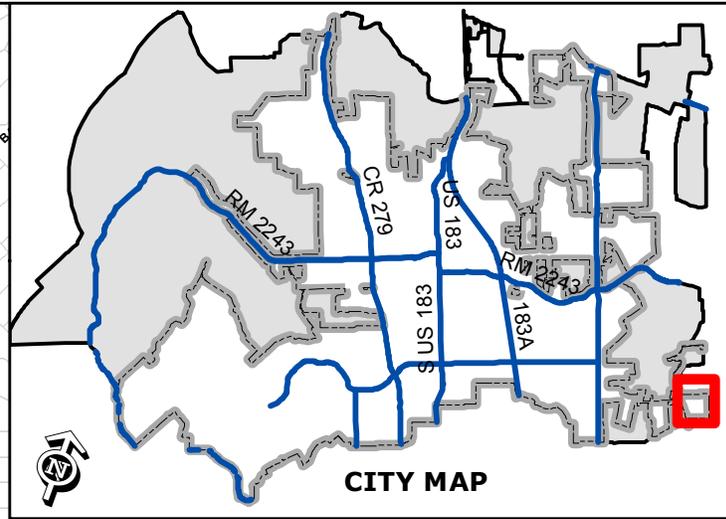
**THE STATE OF TEXAS §**  
**COUNTY OF \_\_\_\_\_ §**

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2016, by Travis Schirpik, President of the Trails of Shady Oak Residential Community, on behalf of said entity.

\_\_\_\_\_  
Notary Public - State of Texas



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## License Agreement - Attachment #2

Location Exhibit - Borho Subdivision

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

City Limits
Extra-Territorial Jurisdiction





April 29, 2016

Robin M. Griffin, AICP  
City of Leander  
PO Box 319  
Leander, Texas 78646

Re: Borho Phase 8 and Borho Phase 1  
License Agreement

Ms. Griffin,

Pape-Dawson, on behalf of Trails at Shady Oak Residential Community, Inc., is requesting a license agreement for the construction, installation and maintenance of an irrigation system. A portion of the irrigation system is within the Borho Phase 8 and Borho Phase 1 Right-of-Way of Twisted Tree Drive and Blended Tree Ranch Drive, Williamson County, Leander, Texas.

Please contact me if you have questions or need additional information.

Sincerely,  
Pape-Dawson Engineers, Inc.

A handwritten signature in black ink, appearing to read 'Juan Brizuela', is written over the printed name.

Juan Brizuela, P.E.  
Project Manager

H:\projects\50751\58\216 Final Plat\Documents\City\License Agreement Request.docx



City of Leander Planning Department  
 104 North Brushy Street  
 PO Box 319  
 Leander, Texas 78646-0319  
 Fax (512) 528-2729  
[www.leandertx.gov](http://www.leandertx.gov)

Project Name: BORHO PHASE 8  
 Submittal Date: \_\_\_\_\_  
 File #: \_\_\_\_\_  
 (City will assign file #)

# LICENSE AGREEMENT

## APPLICATION & CHECKLIST

*This application and checklist is provided as a service of the City of Leander. Its purpose is to assist the applicant in preparing a proposal that meets City standards so it can be expedited through the review process. Submit this proposal to the Planning Department (512-528-2750), 104 N. Brushy St., Leander, TX.*

**INSTRUCTIONS**

- Fill out the following application and checklist completely prior to submission. Use the most current application from the City's website ([www.leandertx.gov](http://www.leandertx.gov)) or from the Planning Department
- This request will be reviewed by staff and City Council. The City Council will make the final decision.

**REQUIRED ITEMS FOR SUBMITTAL PACKAGE:**

- Letter outlining and requesting the license agreement including:
  - Requested Improvements
  - Proposed location
  - Subdivision Name
- Redline copy of the proposed license agreement (template available through the Planning Department)
- Exhibit showing the location of the proposed improvements in the ROW
- Certificate of liability insurance
- Check in the amount of \$250 for filing fees

**APPLICANT INFORMATION:**

**Please Note:** The signature of owner authorizes City of Leander staff to visit and inspect the property for which this application is being submitted. The signature also indicates that the applicant or his agent has reviewed the requirements of this checklist and all items on this checklist have been addressed and complied with. If there are multiple property owners, please submit multiple copies of this sheet.

The agent is the official contact person for this project and the single point of contact. All correspondence and communication will be conducted with the agent. If no agent is listed, the owner will be considered the agent.

**(Check One):**

- I, the owner, will represent this application with the City of Leander.
- I, the owner, hereby authorize the person named below to act as my agent in processing this application with the City of Leander.

**OWNERSHIP INFORMATION:**

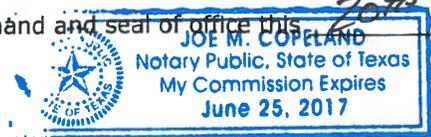
**Property Owner:** TRAILS AT SHADY OAK RESIDENTIAL COMMUNITY, INC.  
 (If property ownership is in the name of a partnership, corporation, joint venture, trust or other entity, please list the official name of the entity and the name of the managing partner.)  
 Phone: 512.667.1171 Fax: ( )  
 Address: 1115 WARD DAWSON RD STE 308 AUSTIN TX 78746 City: AUSTIN State: TX Zip: 78746  
 Email: \_\_\_\_\_ Mobile: \_\_\_\_\_

By signing this form, the owner of the property authorizes the City of Leander to begin proceedings in accordance with the process for the type of application indicated above. Owner further acknowledges that submission of an application does not in any way obligate the City to approve the application. By signing this form the owner of the property authorizes the City of Leander to enter upon the property to perform all necessary inspections and acknowledges that the construction will be in accordance with the City of Leander standards and the approved construction documents. By indicating an agent on the application, the property owner authorizes the agent to represent the request and all official contact will be between the City of Leander and the agent.

**Owner's Signature:** [Signature] **Date:** 4.20.16

THE STATE OF TEXAS §  
 COUNTY OF TRAVIS § KNOW ALL MEN BY THESE PRESENTS §

Before me, JOE M. COPELAND, on this day personally appeared TRANS SCHIRPIK, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 20th day of April 2016.  
  
 Notary Public's Signature: [Signature]  
 My Commission Expires: June 25, 2017

**AGENT INFORMATION:**

If an agent is representing the owner of the property, please complete the following information:  
**Project Agent:** JAMES A. HUFFCUT JR. (PAPE-DAWSON) Phone: (512) 454-8711 Fax: (512) 459-8867  
 Address: 7800 SHOAL CREEK BLVD, SUITE 220 W. City: AUSTIN State: TX Zip: 78757  
 Email: JHUFFCUT@PAPE-DAWSON.COM Mobile: \_\_\_\_\_ Pager: \_\_\_\_\_

**Do Not Write Below - Staff Use Only**

Accepted for Processing by: \_\_\_\_\_ Date: \_\_\_\_\_

## 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 Trails at Shady Oak Residential Community, Inc, a Texas non-profit corporation, (“Licensee”) enter into this License Agreement (“Agreement”) on this the \_\_\_ day of \_\_\_\_\_, 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 Borho Phase 8 Subdivision and Borho Phase 1 Subdivision (the “Subdivision”) located in the rights-of-way of Twisted Trees Drive and Blended Tree Ranch Drive, Leander, Williamson County, Texas being: An Irrigation Line System; hereinafter referred to as the “Improvements”. The locations of the rights-of-way containing the Improvements are more particularly shown in Exhibit “A” attached hereto and incorporated herein for all purposes.

The above-described properties, hereinafter referred to as the “licensed property”, are further shown in Exhibit “A” 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**

Trails at Shady Oak Residential Community, Inc  
8920 Business Park Drive  
Suite 350  
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: Trails at Shady Oak Residential Community, Inc**

By:   
Name: TRAVIS SCHIRPIK  
Title: President

**THE STATE OF TEXAS §**  
**COUNTY OF \_\_\_\_\_ §**

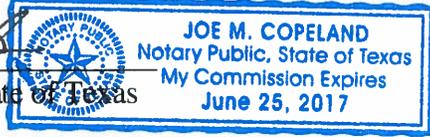
This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2016, by Kent Cagle, City Manager for the City of Leander, Texas, on behalf of the City.

\_\_\_\_\_  
Notary Public - State of Texas

THE STATE OF TEXAS                    §  
COUNTY OF TRAVIS                    §

This instrument was acknowledged before me on this the 20<sup>TH</sup> day of, APRIL, 2016, by TRAVIS SCHIRPIK, PRESIDENT of the TRAILS OF SHADY OAK RESIDENTIAL COMMUNITY on behalf of said entity.

  
Notary Public - State of Texas







**Executive Summary**

**June 2, 2016**

**Council Agenda Subject:** Consider Dedication and Acceptance of Subdivision Infrastructure Improvements for Mason Ranch Phase 1, Section 3

**Background:** The subdivision infrastructure improvements required for Mason Ranch Phase 1, Section 3 have been installed, inspected, and found to be satisfactorily completed. All documentation required for acceptance of the subdivision has been received, including record drawings, statement of substantial completion prepared by a Professional Engineer licensed in the State of Texas, copies of all inspection reports and certified test results, electronic files of the improvements and final plat, affidavit of all bills paid, and a two-year term Maintenance Bond. The Maintenance Bond will commence its two year term upon City Council acceptance, as anticipated, on **June 2, 2016**, which will provide warranty and maintenance coverage for the infrastructure improvements through **June 2, 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

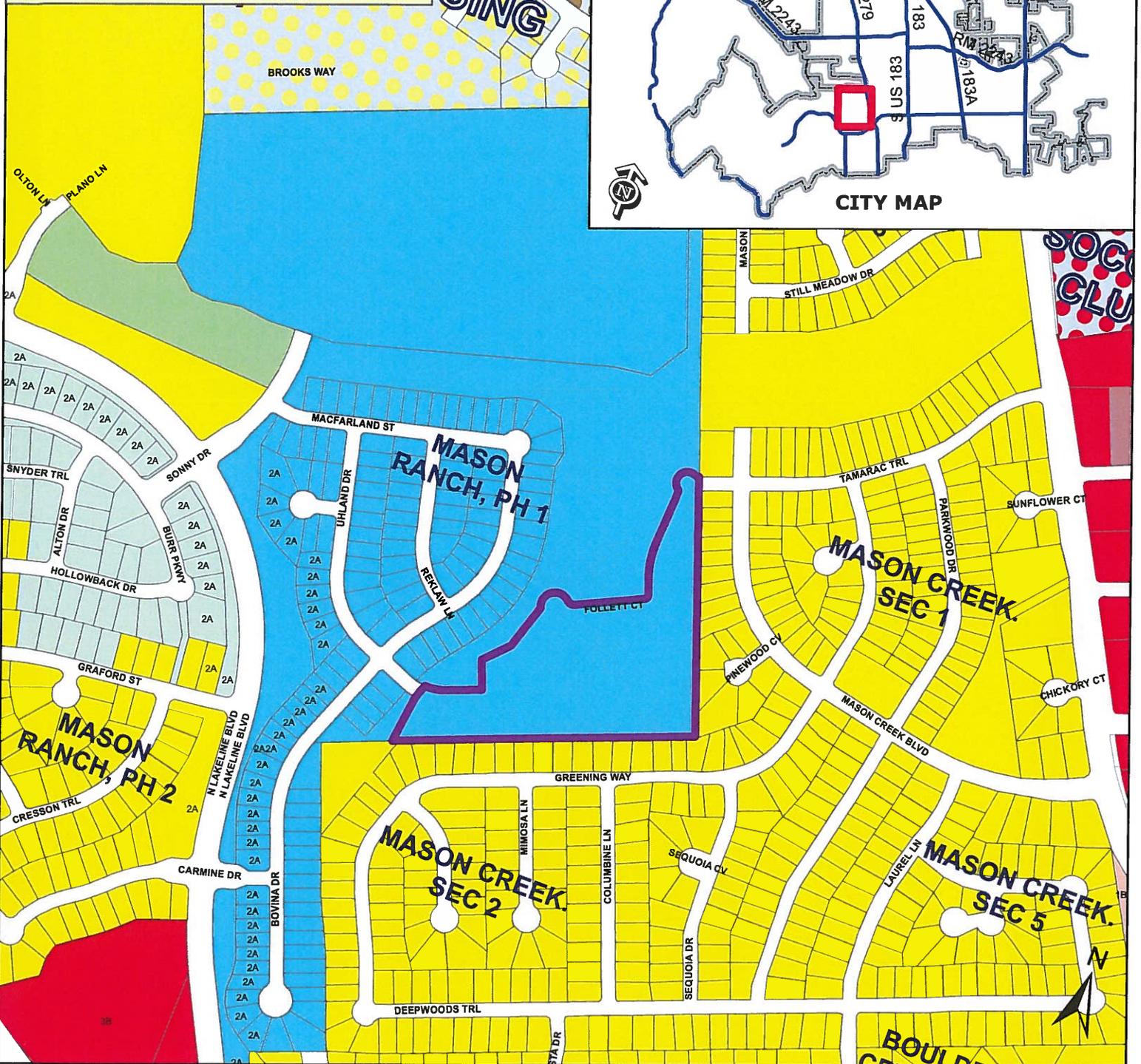
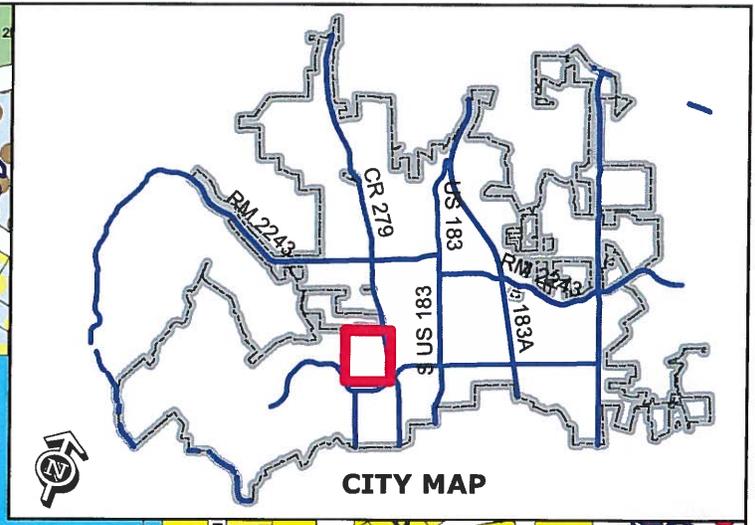
**Financial Consideration:** N/A

**Recommendation:** Staff recommends City Council's formal acceptance of the subdivision infrastructure improvements for Mason Ranch Phase 1, Section 3.

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

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

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 - Mason Ranch: 1-3

- |  |  |   |
|--|--|---|
|  SFR |  SFT    |  GC  |
|  SFE |  SFU/MH |  HC  |
|  SFS |  TF     |  HI  |
|  SFU |  MF     |  PUD |
|  SFC |  LO     |   |
|  SFL |  LC     |   |
- 0  500  
Feet



**Carlson, Brigance & Doering, Inc.**

**Civil Engineering ♦ Surveying**

ENGINEER'S CONCURRENCE  
FOR  
CITY OF LEANDER  
May 19, 2016

PROJECT: MASON RANCH PHASE 1 SECTION 3

Owner's Name and Address

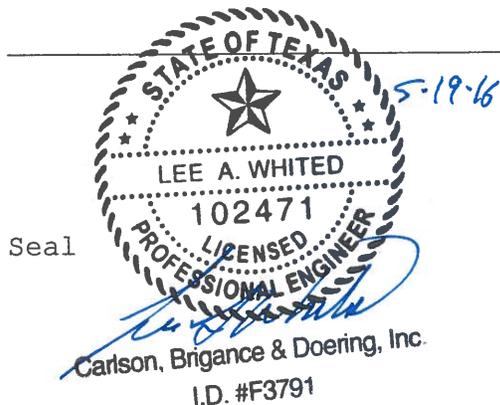
Consultant Engineer's Name  
and Address

KB HOME  
c/o John Zinsmeyer  
Authorized Representative  
10800 Pecan Park Blvd, st 200  
Austin, Texas 78750

Carlson Brigance & Doering, Inc.  
5501 West William Cannon Dr  
Austin, Texas 78749  
(512) 280-5160

On this day, I, the undersigned professional engineer, or my representative, 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 inspecting authority except those listed below. I, therefore, recommend acceptance of this project by the City of Leander, once the following listed items are corrected to the satisfaction of the Public Works Department.

No items remain.



*Lee A. Whited*  
Lee A. Whited, P.E.  
102471  
Texas Registration Number

Austin Engineering Co., Inc.  
Attn: Mr. Nat Wood  
PO BOX 342349  
Austin, Texas 78734

May 2, 2016

**RE: Mason Ranch Section 1 Phase 3**  
**Project# 4698**

Dear Mr. Wood:

We are pleased to inform you the above referenced facility has been inspected and found to be in substantial compliance with the provisions of the Texas Accessibility Standards. Note: *The inspection is specific only to the scope of work noted in the civil construction documents provided.* Since there were no residential driveways completed at the time of inspection, we have not included review of any drive pads.

*This review is advisory in nature as this project is not subject to review under the current Administrative Rules as published by the Texas Department of Licensing and Regulation.*

An inspection of the residential subdivision infrastructure was conducted on May 2, 2016. The field inspection included, but wasn't limited to, the review of the following elements:

- Curb Ramps
- Crosswalks with Curb Ramps
- Common Area Sidewalks

All of the elements listed above were found to be in compliance with the Texas Accessibility Standards adopted by the Texas Department of Licensing and Regulation for the purpose of ensuring compliance with the Texas Architectural Barriers Act, Article 9102, and Texas Civil Statutes.

Please note, this determination does not address the applicability of the Americans with Disabilities Act (ADA), (P.L. 101-336), or any other state, local or federal requirements. For information on the ADA, call the ADA hotline, 800-949-4232 or the U.S. Department of Justice at 202-514-0301.

If you have any questions concerning the results of the inspection, or the requirements of the Architectural Barriers Act, please contact Mike Gabel at 512-627-8670.

Sincerely,



Mike Gabel  
Registered Accessibility Specialist  
Lic. #1319

MAINTENANCE BOND  
Subdivision Improvements  
Bond No. 4407272

THE STATE OF TEXAS                   §

COUNTY OF WILLIAMSON               §

KNOW ALL BY THESE PRESENTS, that Austin Engineering Co., Inc. as Principal, whose address is P.O. Box 342349, Austin, Texas 78734 and Suretec Insurance Company a Corporation organized under the laws of the State of Texas, and duly authorized to do business in the State of Texas, as Surety, are held and firmly bound unto the City of Leander, Texas as Obligee, in the penal sum of Ninety Seven Thousand Three Hundred Thirty and 50/100's Dollars (\$97,330.50) 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 Mason Ranch – Section 1-3 Subdivision Improvements (*insert description of subdivision improvements*) (the “improvements”) pursuant to the ordinances of the Obligee, which ordinances are hereby expressly made a part hereof as though the same were written and embodied herein;

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 13th day of May, 2016.

Austin Engineering Co., Inc.

Suretec Insurance Company

Principal

Surety

By:  Travis W. Keller

By: 

Title: Vice President

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

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

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

P.O. Box 342349

1330 Post Oak Blvd., Suite 1100

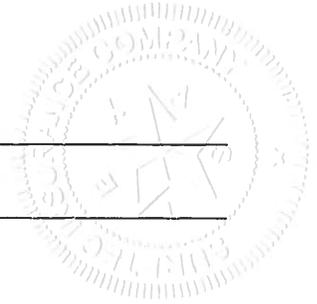
Austin, Texas 78734

Houston, Texas 77056

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

Ballew Surety Agency, Inc., David S. Ballew

3802 Manchaca Road, Austin, Texas 78704-6734



# SureTec Insurance Company

## LIMITED POWER OF ATTORNEY

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

David S. Ballew

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

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

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 5/18/2017 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

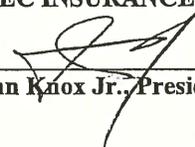
*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the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

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

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

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

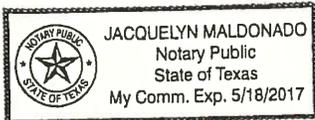
SURETEC INSURANCE COMPANY

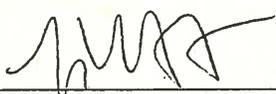
By:   
John Knox Jr., President



State of Texas                    ss:  
County of Harris

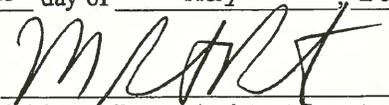
On this 21st day of March, A.D. 2013 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows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



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

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

Given under my hand and the seal of said Company at Houston, Texas this 13<sup>th</sup> day of May, 2016, A.D.

  
M. Brent Beaty, Assistant Secretary

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

**SureTec Insurance Company**  
**THIS BOND RIDER CONTAINS IMPORTANT COVERAGE**  
**INFORMATION**

**Statutory Complaint Notice**

To obtain information or make a complaint:

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

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

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439.

You may write the Texas Department of Insurance at

PO Box 149104  
Austin, TX 78714-9104  
Fax#: 512-475-1771

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

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**Terrorism Risk Exclusion**

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

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**Exclusion of Liability for  
Mold, Mycotoxins, and Fungi**

The Bond to which this Rider is attached does not provide coverage for, and the surety thereon shall not be liable for, molds, living or dead fungi, bacteria, allergens, histamines, spores, hyphae, or mycotoxins, or their related products or parts, nor the remediation thereof, nor the consequences of their occurrence, existence, or appearance.

Contractor: Austin Engineering Co., Inc.  
P. O. Box 342349  
Austin, Texas 78734-2349  
Phone: (512)327-1464 FAX (512) 327-1765

Estimate Number: **TEN (10)** Invoice No: **16201**  
Estimate Date: **3/28/2016** **RETAINAGE**

# INVOICE

## FINAL COST & QUANTITIES FOR ENGINEERING SUMMARY

Owner: KB Home Lone Star, Inc.  
Attn: Spencer Koch  
10800 Pecan Park, Suite 200  
Austin, TX 78750

KB HOME CONTRACT NO: 5359650

Project: MASON RANCH PHASE 1, SECTION 3

AECC Client No. 5050

AECC Job No. 15024

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT	PREVIOUS QTY	PREVIOUS AMOUNT	CURRENT QTY	CURRENT AMOUNT	TOTAL QTY	TOTAL AMOUNT	% COMPL
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### 2 GRADING

A	ROW EXCAVATION	12,170	SY	\$ 3.75	\$ 45,637.50	100%	\$ 45,637.50	0%	\$ -	100%	\$ 45,637.50	100%
<b>TOTAL GRADING</b>					<b>\$ 45,637.50</b>		<b>\$ 45,637.50</b>		<b>\$ -</b>		<b>\$ 45,637.50</b>	100%

### 3 STREET IMPROVEMENTS

A	SUBGRADE PREP	8,456	SY	\$ 3.25	\$ 27,482.00	100%	\$ 27,482.00	0%	\$ -	100%	\$ 27,482.00	100%
B	10" BASE	8,456	SY	\$ 12.50	\$ 105,700.00	100%	\$ 105,700.00	0%	\$ -	100%	\$ 105,700.00	100%
D	1.5" HMAC	7,590	SY	\$ 8.10	\$ 61,479.00	100%	\$ 61,479.00	0%	\$ -	100%	\$ 61,479.00	100%
<b>TOTAL STREET IMPROVEMENTS</b>					<b>\$ 194,661.00</b>		<b>\$ 194,661.00</b>		<b>\$ -</b>		<b>\$ 194,661.00</b>	100%

### 4 SEWER SYSTEM

A	8" SDR-26 (0-8)	529	LF	\$ 36.00	\$ 19,044.00	100%	\$ 19,044.00	0%	\$ -	100%	\$ 19,044.00	100%
B	8" SDR-26 (8-10)	780	LF	\$ 42.00	\$ 32,760.00	100%	\$ 32,760.00	0%	\$ -	100%	\$ 32,760.00	100%
C	8" SDR-26 (10-12)	253	LF	\$ 48.00	\$ 12,144.00	100%	\$ 12,144.00	0%	\$ -	100%	\$ 12,144.00	100%
D	8" SDR-26 (12-14)	241	LF	\$ 56.00	\$ 13,496.00	100%	\$ 13,496.00	0%	\$ -	100%	\$ 13,496.00	100%
E	4' DIA MANHOLE	8	EA	\$ 4,000.00	\$ 32,000.00	100%	\$ 32,000.00	0%	\$ -	100%	\$ 32,000.00	100%
F	EXTRA MANHOLE DEPTH	16	VF	\$ 250.00	\$ 4,000.00	100%	\$ 4,000.00	0%	\$ -	100%	\$ 4,000.00	100%
G	TIE TO EXISTING LINE	1	EA	\$ 800.00	\$ 800.00	100%	\$ 800.00	0%	\$ -	100%	\$ 800.00	100%
H	DOUBLE SERVICE	22	EA	\$ 1,500.00	\$ 33,000.00	100%	\$ 33,000.00	0%	\$ -	100%	\$ 33,000.00	100%
I	SINGLE SERVICE	1	EA	\$ 1,300.00	\$ 1,300.00	100%	\$ 1,300.00	0%	\$ -	100%	\$ 1,300.00	100%
J	TRENCH SAFETY	1,803	LF	\$ 1.00	\$ 1,803.00	100%	\$ 1,803.00	0%	\$ -	100%	\$ 1,803.00	100%
K	ADJUST MANHOLE TO GRADE	8	EA	\$ 400.00	\$ 3,200.00	100%	\$ 3,200.00	0%	\$ -	100%	\$ 3,200.00	100%
<b>TOTAL SEWER</b>					<b>\$ 153,547.00</b>		<b>\$ 153,547.00</b>		<b>\$ -</b>		<b>\$ 153,547.00</b>	100%

### 5 STORM DRAINAGE SYSTEM

Contractor: Austin Engineering Co., Inc.  
P. O. Box 342349  
Austin, Texas 78734-2349  
Phone: (512)327-1464 FAX (512) 327-1765

Estimate Number: **TEN (10)** Invoice No: **16201**  
Estimate Date: **3/28/2016** **RETAINAGE**

# INVOICE

## FINAL COST & QUANTITIES FOR ENGINEERING SUMMARY

Owner: KB Home Lone Star, Inc.  
Attn: Spencer Koch  
10800 Pecan Park, Suite 200  
Austin, TX 78750

KB HOME CONTRACT NO: 5359650

Project: MASON RANCH PHASE 1, SECTION 3

AECO Client No. 5050

AECO, Job No. 15024

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT	PREVIOUS		CURRENT		TOTAL		COMPL
						QTY	AMOUNT	QTY	AMOUNT	QTY	AMOUNT	
A	18" RCP CL-III	891	LF	\$ 50.00	\$ 44,550.00	100%	\$ 44,550.00	0%	\$ -	100%	\$ 44,550.00	100%
B	24" RCP CL-III	399	LF	\$ 58.00	\$ 23,142.00	100%	\$ 23,142.00	0%	\$ -	100%	\$ 23,142.00	100%
C	30" RCP CL-III	17	LF	\$ 70.00	\$ 1,190.00	100%	\$ 1,190.00	0%	\$ -	100%	\$ 1,190.00	100%
D	36" RCP CL-III	69	LF	\$ 86.00	\$ 5,934.00	100%	\$ 5,934.00	0%	\$ -	100%	\$ 5,934.00	100%
E	42" RCP CL-III	96	LF	\$ 110.00	\$ 10,560.00	100%	\$ 10,560.00	0%	\$ -	100%	\$ 10,560.00	100%
F	6X6' J-BOX	1	EA	\$ 4,200.00	\$ 4,200.00	100%	\$ 4,200.00	0%	\$ -	100%	\$ 4,200.00	100%
G	CONNECT 18" RCP TO EXISTING 9X5'	1	EA	\$ 1,100.00	\$ 1,100.00	100%	\$ 1,100.00	0%	\$ -	100%	\$ 1,100.00	100%
H	CONNECT 30" RCP TO EXISTING 9X5'	1	EA	\$ 1,800.00	\$ 1,800.00	100%	\$ 1,800.00	0%	\$ -	100%	\$ 1,800.00	100%
I	18" 3:1 SLOPING HDWL	2	EA	\$ 1,190.00	\$ 2,380.00	100%	\$ 2,380.00	0%	\$ -	100%	\$ 2,380.00	100%
J	42" HDWL W/DISS	1	EA	\$ 7,210.00	\$ 7,210.00	100%	\$ 7,210.00	0%	\$ -	100%	\$ 7,210.00	100%
K	10' CURB INLET	14	EA	\$ 3,800.00	\$ 53,200.00	100%	\$ 53,200.00	0%	\$ -	100%	\$ 53,200.00	100%
L	TRENCH SAFETY	1,472	LF	\$ 1.00	\$ 1,472.00	100%	\$ 1,472.00	0%	\$ -	100%	\$ 1,472.00	100%
<b>TOTAL STORM DRAINAGE</b>					<b>\$ 156,738.00</b>		<b>\$ 156,738.00</b>		<b>\$ -</b>		<b>\$ 156,738.00</b>	100%

### 6 WATER SYSTEM

A	8" C-900 DR-14	2,060	LF	\$ 34.50	\$ 71,070.00	100%	\$ 71,070.00	0%	\$ -	100%	\$ 71,070.00	100%
B	18" CASING W/ SPACERS	33	LF	\$ 62.00	\$ 2,046.00	100%	\$ 2,046.00	0%	\$ -	100%	\$ 2,046.00	100%
C	8" GATE VALVE	4	EA	\$ 1,200.00	\$ 4,800.00	100%	\$ 4,800.00	0%	\$ -	100%	\$ 4,800.00	100%
D	FIRE HYDRANT ASSEMBLY	5	EA	\$ 3,600.00	\$ 18,000.00	100%	\$ 18,000.00	0%	\$ -	100%	\$ 18,000.00	100%
E	8" WET CONNECTION	2	EA	\$ 800.00	\$ 1,600.00	100%	\$ 1,600.00	0%	\$ -	100%	\$ 1,600.00	100%
F	DOUBLE SERVICE	22	EA	\$ 1,400.00	\$ 30,800.00	100%	\$ 30,800.00	0%	\$ -	100%	\$ 30,800.00	100%
G	SINGLE SERVICE	1	EA	\$ 1,150.00	\$ 1,150.00	100%	\$ 1,150.00	0%	\$ -	100%	\$ 1,150.00	100%
H	1" IRR SERVICE	2	EA	\$ 1,350.00	\$ 2,700.00	100%	\$ 2,700.00	0%	\$ -	100%	\$ 2,700.00	100%
I	TRENCH SAFETY	2,060	LF	\$ 0.50	\$ 1,030.00	100%	\$ 1,030.00	0%	\$ -	100%	\$ 1,030.00	100%

Contractor: Austin Engineering Co., Inc.  
P. O. Box 342349  
Austin, Texas 78734-2349  
Phone: (512)327-1464 FAX (512) 327-1765

# INVOICE

Estimate Number: **TEN (10)** Invoice No: **16201**  
Estimate Date: **3/28/2016** **RETAINAGE**

Owner: KB Home Lone Star, Inc.  
Attn: Spencer Koch  
10800 Pecan Park, Suite 200  
Austin, TX 78750

## FINAL COST & QUANTITIES FOR ENGINEERING SUMMARY

KB HOME CONTRACT NO: 5359650

Project: MASON RANCH PHASE 1, SECTION 3

AECC Client No. 5050

AECC Job No. 15024

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT	PREVIOUS		CURRENT		TOTAL		QTY	TOTAL AMOUNT	% COMPL
						QTY	AMOUNT	QTY	AMOUNT	QTY	AMOUNT			
<b>7 CONCRETE WORK</b>														
A	CURB & GUTTER	4,170	LF	\$ 11.60	\$ 48,372.00		\$ 48,372.00	0%	\$ -		\$ 48,372.00	100%	\$ 48,372.00	100%
B	ADA RAMPS	4	EA	\$ 952.00	\$ 3,808.00		\$ 3,808.00	0%	\$ -		\$ 3,808.00	100%	\$ 3,808.00	100%
C	TYPE I CONC DRIVE	1	EA	\$ 1,730.00	\$ 1,730.00		\$ 1,730.00	0%	\$ -		\$ 1,730.00	100%	\$ 1,730.00	100%
D	4' SIDEWALK	1,545	LF	\$ 19.70	\$ 30,436.50		\$ 30,436.50	0%	\$ -		\$ 30,436.50	100%	\$ 30,436.50	100%
<b>TOTAL CONCRETE WORK</b>					<b>\$ 84,346.50</b>		<b>\$ 84,346.50</b>		<b>\$ -</b>		<b>\$ 84,346.50</b>		<b>\$ 84,346.50</b>	100%
<b>8 MISCELLANEOUS WORK (Signage &amp; striping)</b>														
A	STREET/STOP/BAR	1	EA	\$ 600.00	\$ 600.00		\$ 600.00	0%	\$ -		\$ 600.00	100%	\$ 600.00	100%
B	STREET SIGN	1	EA	\$ 450.00	\$ 450.00		\$ 450.00	0%	\$ -		\$ 450.00	100%	\$ 450.00	100%
D	STABILIZED CONSTRUCTION ENTRANCE	1	EA	\$ 1,000.00	\$ 1,000.00		\$ 1,000.00	0%	\$ -		\$ 1,000.00	100%	\$ 1,000.00	100%
E	SILT FENCE	3,380	LF	\$ 2.00	\$ 6,760.00		\$ 6,760.00	0%	\$ -		\$ 6,760.00	100%	\$ 6,760.00	100%
F	INLET PROTECTION	14	EA	\$ 70.00	\$ 980.00		\$ 980.00	0%	\$ -		\$ 980.00	100%	\$ 980.00	100%
G	ROW REVEGETATION	4,633	SY	\$ 0.50	\$ 2,316.50		\$ 2,316.50	0%	\$ -		\$ 2,316.50	100%	\$ 2,316.50	100%
H	CONCRETE WASHOUT	1	EA	\$ 1,100.00	\$ 1,100.00		\$ 1,100.00	0%	\$ -		\$ 1,100.00	100%	\$ 1,100.00	100%
I	MOBILIZATION	1	LS	\$ 6,000.00	\$ 6,000.00		\$ 6,000.00	0%	\$ -		\$ 6,000.00	100%	\$ 6,000.00	100%
J	STAKING	1	LS	\$ 15,735.00	\$ 15,735.00		\$ 15,735.00	0%	\$ -		\$ 15,735.00	100%	\$ 15,735.00	100%
K	TESTING	1	LS	\$ 6,500.00	\$ 6,500.00		\$ 6,500.00	0%	\$ -		\$ 6,500.00	100%	\$ 6,500.00	100%
<b>TOTAL MISCELLANEOUS</b>					<b>\$ 41,441.50</b>		<b>\$ 41,441.50</b>		<b>\$ -</b>		<b>\$ 41,441.50</b>		<b>\$ 41,441.50</b>	100%
<b>9 STREET LIGHT SYSTEM</b>														

Contractor: Austin Engineering Co., Inc.  
 P. O. Box 342349  
 Austin, Texas 78734-2349  
 Phone: (512)327-1464 FAX (512) 327-1765

Owner: KB Home Lone Star, Inc.  
 Attn: Spencer Koch  
 10800 Pecan Park, Suite 200  
 Austin, TX 78750

# FINAL COST & QUANTITIES FOR ENGINEERING SUMMARY

# INVOICE

Estimate Number: **TEN (10)** Invoice No: **16201**  
 Estimate Date: **3/28/2016** **RETAINAGE**

KB HOME CONTRACT NO: 5359650  
 Project: MASON RANCH PHASE 1, SECTION 3

AECO Client No. 5050

AECO Job No. 15024

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT	PREVIOUS		CURRENT		TOTAL		COMPL %
						QTY	AMOUNT	QTY	AMOUNT	QTY	AMOUNT	
E	DELETE: 36" RCP CL III	-69	LF	\$ 86.00	\$ (5,934.00)	100%	\$ (5,934.00)	0%	\$ -	100%	\$ (5,934.00)	100%
F	ADD: 36" RCP CL III	208	LF	\$ 86.00	\$ 17,888.00	100%	\$ 17,888.00	0%	\$ -	100%	\$ 17,888.00	100%
G	ADD 5'X6' J BOX	1	EA	\$ 4,000.00	\$ 4,000.00	100%	\$ 4,000.00	0%	\$ -	100%	\$ 4,000.00	100%
H	ADD: 36" HDWL W/ DISS	1	EA	\$ 6,200.00	\$ 6,200.00	100%	\$ 6,200.00	0%	\$ -	100%	\$ 6,200.00	100%
I	DELETE: 10' CURB INLET	-14	EA	\$ 3,800.00	\$ (53,200.00)	100%	\$ (53,200.00)	0%	\$ -	100%	\$ (53,200.00)	100%
J	ADD: 10' CURB INLET	13	EA	\$ 3,800.00	\$ 49,400.00	100%	\$ 49,400.00	0%	\$ -	100%	\$ 49,400.00	100%
K	DELETE: CONNECT 18" RCP TO EXISTING 9'X5' BOX CULVERT	-1	EA	\$ 1,100.00	\$ (1,100.00)	100%	\$ (1,100.00)	0%	\$ -	100%	\$ (1,100.00)	100%
L	DELETE: CONNECT 30" RCP TO EXISTING 9'X5' BOX CULVERT	-1	EA	\$ 1,800.00	\$ (1,800.00)	100%	\$ (1,800.00)	0%	\$ -	100%	\$ (1,800.00)	100%
M	ADD: CHANGE OUT ON SECTIONS ON WASTE WATERMANHOLES THAT WERE BUILT TO APPROVED PLANS ISSUED AT THE START OF THE JOB.	1	LS	\$ 1,500.00	\$ 1,500.00	100%	\$ 1,500.00	0%	\$ -	100%	\$ 1,500.00	100%
<b>TOTAL PLAN REVISIONS</b>					<b>\$ 4,872.00</b>		<b>\$ 4,872.00</b>		<b>\$ -</b>		<b>\$ 4,872.00</b>	
<b>TOTAL CONTRACT</b>					<b>\$ 973,305.00</b>		<b>\$ 973,305.00</b>		<b>\$ -</b>		<b>\$ 973,305.00</b>	

5-19-16



Submitted by:  
**AUSTIN ENGINEERING CO., INC.**

Approved for Payment:  
**KB HOME LONE STAR, INC.**

Total Work Complete to Date \$ 973,305.00  
 Less 10% Retainage \$ -  
 Subtotal \$ 973,305.00  
 Less Previous Pay Request \$ 875,974.50  
 Amount Due This Estimate \$ **97,330.50**

Date: 3/28/2016  
 Title: \_\_\_\_\_  
 Carlson, Briggance & Doering, Inc  
 I.D. #F3791

Date: \_\_\_\_\_

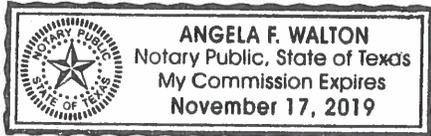


STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS       §

BEFORE ME the undersigned authority on this day personally appeared Nat Wood, Project Manager, 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 17<sup>th</sup> day of May, 2016.

[S E A L]



Angela Walton  
Notary in and for the State of Texas

Name: Angela F. Walton

My commission expires: November 17, 2019

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



**Executive Summary**

**June 2, 2016**

**Council Agenda Subject:** Consider Dedication and Acceptance of Subdivision Infrastructure Improvements for Mason Ranch, Ph 2 Sec 2A

**Background:** The subdivision infrastructure improvements required for Mason Ranch, Ph 2 Sec 2A 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 **June 2, 2016**, which will provide warranty and maintenance coverage for the infrastructure improvements through **June 2, 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

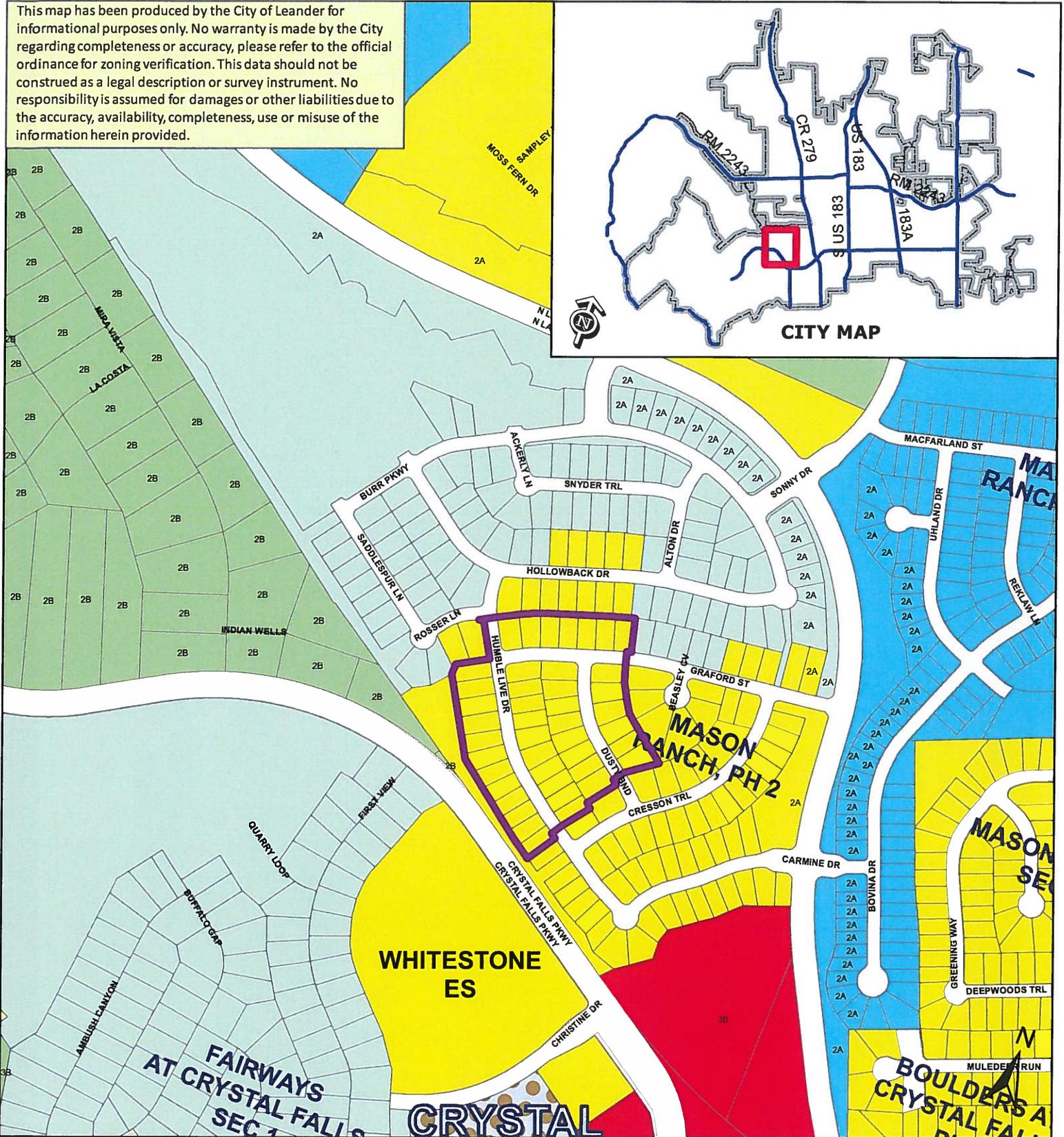
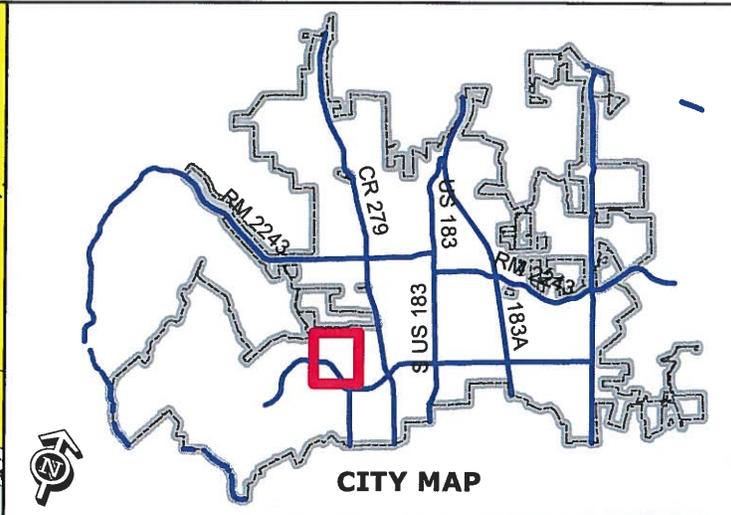
**Financial Consideration:** N/A

**Recommendation:** Staff recommends City Council's formal acceptance of the subdivision infrastructure improvements for Mason Ranch, Ph 2 Sec 2A.

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

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

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 - Mason Ranch: 2-2A**

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





**Carlson, Brigrance & Doering, Inc.**  
Civil Engineering ♦ Surveying

ENGINEER'S CONCURRENCE  
FOR  
CITY OF LEANDER  
May 19, 2016

PROJECT: MASON RANCH PHASE 2 SECTION 2A

Owner's Name and Address

Consultant Engineer's Name  
and Address

KB HOME  
c/o John Zinsmeyer  
Authorized Representative  
10800 Pecan Park Blvd, st 200  
Austin, Texas 78750

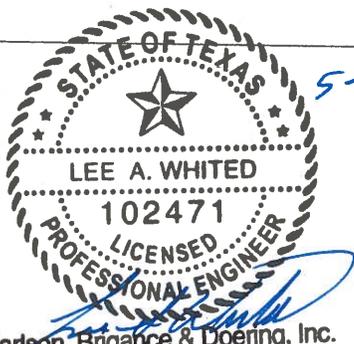
Carlson Brigrance & Doering, Inc.  
5501 West William Cannon Dr  
Austin, Texas 78749  
(512) 280-5160

On this day, I, the undersigned professional engineer, or my representative, 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 inspecting authority except those listed below. I, therefore, recommend acceptance of this project by the City of Leander, once the following listed items are corrected to the satisfaction of the Public Works Department.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

No items remain.

Seal



Carlson, Brigrance & Doering, Inc.  
I.D. #F3791

5-19-16

Lee A. Whited  
Lee A. Whited, P.E.

102471  
Texas Registration Number

Austin Engineering Co., Inc.  
Attn: Mr. Nat Wood  
PO BOX 342349  
Austin, Texas 78734

May 2, 2016

**RE: Mason Ranch Section 2 Phase 2A**  
**Project# 4637**

Dear Mr. Wood:

We are pleased to inform you the above referenced facility has been inspected and found to be in substantial compliance with the provisions of the Texas Accessibility Standards. Note: *The inspection is specific only to the scope of work noted in the civil construction documents provided.* Since there were no residential driveways completed at the time of inspection, we have not included review of any drive pads.

*This review is advisory in nature as this project is not subject to review under the current Administrative Rules as published by the Texas Department of Licensing and Regulation.*

An inspection of the residential subdivision infrastructure was conducted on May 2, 2016. The field inspection included, but wasn't limited to, the review of the following elements:

- Curb Ramps
- Crosswalks with Curb Ramps
- Common Area Sidewalks

All of the elements listed above were found to be in compliance with the Texas Accessibility Standards adopted by the Texas Department of Licensing and Regulation for the purpose of ensuring compliance with the Texas Architectural Barriers Act, Article 9102, and Texas Civil Statutes.

Please note, this determination does not address the applicability of the Americans with Disabilities Act (ADA), (P.L. 101-336), or any other state, local or federal requirements. For information on the ADA, call the ADA hotline, 800-949-4232 or the U.S. Department of Justice at 202-514-0301.

If you have any questions concerning the results of the inspection, or the requirements of the Architectural Barriers Act, please contact Mike Gabel at 512-627-8670.

Sincerely,



Mike Gabel  
Registered Accessibility Specialist  
Lic. #1319

MAINTENANCE BOND  
Subdivision Improvements  
Bond No. 4407271

THE STATE OF TEXAS           §

COUNTY OF WILLIAMSON       §

KNOW ALL BY THESE PRESENTS, that Austin Engineering Co., Inc. as Principal, whose address is P.O. Box 342349, Austin, Texas 78734 and Suretec Insurance Company a Corporation organized under the laws of the State of Texas, and duly authorized to do business in the State of Texas, as Surety, are held and firmly bound unto the City of Leander, Texas as Obligee, in the penal sum of Ninety Two Thousand Eight Hundred Seventy Six and 43/100's Dollars (\$92,876.43) 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 Mason Ranch – Section 2-2A Subdivision Improvements (*insert description of subdivision improvements*) (the “improvements”) pursuant to the ordinances of the Obligee, which ordinances are hereby expressly made a part hereof as though the same were written and embodied herein;

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 13th day of May, 2016.

Austin Engineering Co., Inc.  
Principal

Suretec Insurance Company  
Surety

By:  Travis W. Keller

By: 

Title: Vice President

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

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

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

P.O. Box 342349

1330 Post Oak Blvd., Suite 1100

Austin, Texas 78734

Houston, Texas 77056

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

Ballew Surety Agency, Inc., David S. Ballew

3802 Manchaca Road, Austin, Texas 78704-6734

(Seal)

# SureTec Insurance Company

## LIMITED POWER OF ATTORNEY

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

David S. Ballew

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

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

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 5/18/2017 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

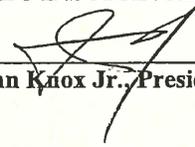
*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the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

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

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

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

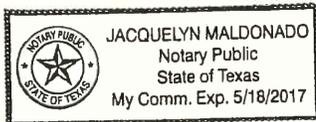
SURETEC INSURANCE COMPANY

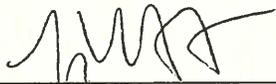
By:   
John Knox Jr., President

State of Texas                      ss:  
County of Harris



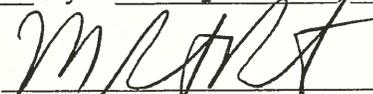
On this 21st day of March, A.D. 2013 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows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



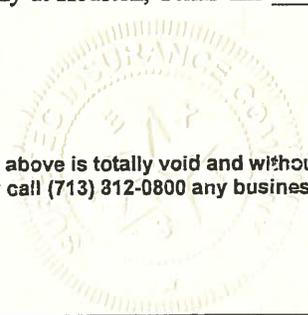
  
Jacquelyn Maldonado, Notary Public  
My commission expires May 18, 2017

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

Given under my hand and the seal of said Company at Houston, Texas this 13<sup>th</sup> day of May, 2016, A.D.

  
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.  
For verification of the authority of this power you may call (713) 312-0800 any business day between 8:00 am and 5:00 pm CST.



**SureTec Insurance Company**  
**THIS BOND RIDER CONTAINS IMPORTANT COVERAGE**  
**INFORMATION**

**Statutory Complaint Notice**

To obtain information or make a complaint:

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

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

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439.

You may write the Texas Department of Insurance at

PO Box 149104  
Austin, TX 78714-9104  
Fax#: 512-475-1771

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

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**Terrorism Risk Exclusion**

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

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**Exclusion of Liability for  
Mold, Mycotoxins, and Fungi**

The Bond to which this Rider is attached does not provide coverage for, and the surety thereon shall not be liable for, molds, living or dead fungi, bacteria, allergens, histamines, spores, hyphae, or mycotoxins, or their related products or parts, nor the remediation thereof, nor the consequences of their occurrence, existence, or appearance.

Contractor: Austin Engineering Co., Inc.  
 P. O. Box 342349  
 Austin, Texas 78734-2349  
 Phone: (512)327-1464 FAX (512) 327-1765

Owner: KB Home Lone Star, Inc.  
 Attn: Spencer Koch  
 10800 Pecan Park, Suite 200  
 Austin, TX 78750

# INVOICE

## FINAL COST & QUANTITIES FOR ENGINEERING SUMMARY

Estimate Number: **NINE (9)** Invoice No: **16208**  
 Estimate Date: **4/11/2016**

KB HOME CONTRACT NO: 5359650

Project: MASON RANCH PHASE 2, SECTION 2A

AECO. Job No. 15-005

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT	PREVIOUS QTY	PREVIOUS AMOUNT	CURRENT QTY	CURRENT AMOUNT	TOTAL QTY	TOTAL AMOUNT	% COMPL
<b>1 DEMOLITION &amp; SITE CLEARING</b>												
A	ROW CLEARING & GRUBBING	9,946	SY	\$ 0.75	\$ 7,459.50	100%	\$ 7,459.50	0%	\$ -	100%	\$ 7,459.50	100%
<b>TOTAL DEMO &amp; SITE CLEARING</b>					<b>\$ 7,459.50</b>		<b>\$ 7,459.50</b>		<b>\$ -</b>		<b>\$ 7,459.50</b>	100%
<b>2 GRADING</b>												
A	ROW EXCAVATION	9,946	SY	\$ 4.00	\$ 39,784.00	100%	\$ 39,784.00	0%	\$ -	100%	\$ 39,784.00	100%
B	DIVERSION BERM/ SWALE	600	LF	\$ 8.00	\$ 4,800.00	100%	\$ 4,800.00	0%	\$ -	100%	\$ 4,800.00	100%
<b>TOTAL GRADING</b>					<b>\$ 44,584.00</b>		<b>\$ 44,584.00</b>		<b>\$ -</b>		<b>\$ 44,584.00</b>	100%
<b>3 STREET IMPROVEMENTS</b>												
A	SUBGRADE PREP	6,640	SY	\$ 2.50	\$ 16,600.00	100%	\$ 16,600.00	0%	\$ -	100%	\$ 16,600.00	100%
B	10" BASE	6,640	SY	\$ 11.00	\$ 73,040.00	100%	\$ 73,040.00	0%	\$ -	100%	\$ 73,040.00	100%
C	1.5" HMAC	5,912	SY	\$ 9.16	\$ 54,153.92	100%	\$ 54,153.92	0%	\$ -	100%	\$ 54,153.92	100%
<b>TOTAL STREET IMPROVEMENTS</b>					<b>\$ 143,793.92</b>		<b>\$ 143,793.92</b>		<b>\$ -</b>		<b>\$ 143,793.92</b>	100%
<b>4 SEWER SYSTEM</b>												
A	8" SDR-26 (0-8)	968	LF	\$ 40.00	\$ 38,720.00	100%	\$ 38,720.00	0%	\$ -	100%	\$ 38,720.00	100%
B	8" SDR-26 (8-10)	452	LF	\$ 46.00	\$ 20,792.00	100%	\$ 20,792.00	0%	\$ -	100%	\$ 20,792.00	100%
C	8" SDR-26 (10-12)	219	LF	\$ 54.00	\$ 11,826.00	100%	\$ 11,826.00	0%	\$ -	100%	\$ 11,826.00	100%
D	4' DIA MANHOLE	9	EA	\$ 4,200.00	\$ 37,800.00	100%	\$ 37,800.00	0%	\$ -	100%	\$ 37,800.00	100%
E	EXTRA MANHOLE DEPTH	6	EA	\$ 400.00	\$ 2,400.00	100%	\$ 2,400.00	0%	\$ -	100%	\$ 2,400.00	100%
F	DOUBLE SERVICE	21	EA	\$ 1,650.00	\$ 34,650.00	100%	\$ 34,650.00	0%	\$ -	100%	\$ 34,650.00	100%
G	SINGLE SERVICE	1	EA	\$ 1,500.00	\$ 1,500.00	100%	\$ 1,500.00	0%	\$ -	100%	\$ 1,500.00	100%

Contractor: Austin Engineering Co., Inc.  
P. O. Box 342349  
Austin, Texas 78734-2349  
Phone: (512)327-1464 FAX (512) 327-1765

Estimate Number: **NINE (9)**  
Estimate Date: **4/11/2016**  
Invoice No: **16208**

# INVOICE

## FINAL COST & QUANTITIES FOR ENGINEERING SUMMARY

Owner: KB Home Lone Star, Inc.  
Attn: Spencer Koch  
10800 Pecan Park, Suite 200  
Austin, TX 78750

KB HOME CONTRACT NO: 5359650

Project: MASON RANCH PHASE 2, SECTION 2A

AECO, Job No. **15-005**

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT	PREVIOUS QTY	PREVIOUS AMOUNT	CURRENT QTY	CURRENT AMOUNT	TOTAL QTY	TOTAL AMOUNT	% COMPL
<b>5 STORM DRAINAGE SYSTEM</b>												
H	TRENCH SAFETY	1,639	LF	\$ 1.00	\$ 1,639.00	100%	\$ 1,639.00	0%	\$ -	100%	\$ 1,639.00	100%
I	ADJUST MANHOLE TO GRADE	9	EA	\$ 400.00	\$ 3,600.00	100%	\$ 3,600.00	0%	\$ -	100%	\$ 3,600.00	100%
	<b>TOTAL SEWER</b>				<b>\$ 152,927.00</b>		<b>\$ 152,927.00</b>		<b>\$ -</b>		<b>\$ 152,927.00</b>	100%
<b>6 WATER SYSTEM</b>												
A	8" CONNECTION	3	EA	\$ 800.00	\$ 2,400.00	100%	\$ 2,400.00	0%	\$ -	100%	\$ 2,400.00	100%
B	8" C-900 DR-14	1,847	LF	\$ 38.00	\$ 70,186.00	100%	\$ 70,186.00	0%	\$ -	100%	\$ 70,186.00	100%
C	8" GATE VALVE	4	EA	\$ 1,250.00	\$ 5,000.00	100%	\$ 5,000.00	0%	\$ -	100%	\$ 5,000.00	100%
D	FIRE HYDRANT ASSEMBLY	4	EA	\$ 3,600.00	\$ 14,400.00	100%	\$ 14,400.00	0%	\$ -	100%	\$ 14,400.00	100%
E	DOUBLE LONG SERVICE	9	EA	\$ 1,600.00	\$ 14,400.00	100%	\$ 14,400.00	0%	\$ -	100%	\$ 14,400.00	100%
<b>TOTAL STORM DRAINAGE</b>					<b>\$ 182,344.00</b>		<b>\$ 182,344.00</b>		<b>\$ -</b>		<b>\$ 182,344.00</b>	100%

Contractor: Austin Engineering Co., Inc.  
 P. O. Box 342349  
 Austin, Texas 78734-2349  
 Phone: (512)327-1464 FAX (512) 327-1765

Estimate Number: **NINE (9)** Invoice No: **16208**  
 Estimate Date: **4/11/2016**

# INVOICE

Owner: KB Home Lone Star, Inc.

Attn: Spencer Koch  
 10800 Pecan Park, Suite 200  
 Austin, TX 78750

## FINAL COST & QUANTITIES FOR ENGINEERING SUMMARY

KB HOME CONTRACT NO: 5359650

Project: MASON RANCH PHASE 2, SECTION 2A

AECO. Job No. **15-005**

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT	PREVIOUS		CURRENT		TOTAL		%
						QTY	AMOUNT	QTY	AMOUNT	QTY	AMOUNT	
F	DOUBLE SHORT SERVICE	12	EA	\$ 980.00	\$ 11,760.00	100%	\$ 11,760.00	0%	\$ -	100%	\$ 11,760.00	100%
G	SINGLE SHORT SERVICE	1	EA	\$ 650.00	\$ 650.00	100%	\$ 650.00	0%	\$ -	100%	\$ 650.00	100%
H	TRENCH SAFETY	1,847	LF	\$ 0.50	\$ 923.50	100%	\$ 923.50	0%	\$ -	100%	\$ 923.50	100%
I	ADJUST VALVE CASTINGS	8	EA	\$ 400.00	\$ 3,200.00	100%	\$ 3,200.00	0%	\$ -	100%	\$ 3,200.00	100%
<b>TOTAL WATER</b>					<b>\$ 122,919.50</b>		<b>\$ 122,919.50</b>		<b>\$ -</b>		<b>\$ 122,919.50</b>	100%
<b>7</b>	<b>CONCRETE WORK</b>											
A	CURB & GUTTER	3,275	LF	\$ 11.90	\$ 38,972.50	100%	\$ 38,972.50	0%	\$ -	100%	\$ 38,972.50	100%
B	ADA RAMPS	8	EA	\$ 980.00	\$ 7,840.00	100%	\$ 7,840.00	0%	\$ -	100%	\$ 7,840.00	100%
C	4' SIDEWALK	194	LF	\$ 21.50	\$ 4,171.00	100%	\$ 4,171.00	0%	\$ -	100%	\$ 4,171.00	100%
<b>TOTAL CONCRETE WORK</b>					<b>\$ 50,983.50</b>		<b>\$ 50,983.50</b>		<b>\$ -</b>		<b>\$ 50,983.50</b>	100%
<b>8</b>	<b>MISCELLANEOUS WORK (Signage &amp; striping)</b>											
B	STREET/STOP/BAR	2	EA	\$ 550.00	\$ 1,100.00	100%	\$ 1,100.00	0%	\$ -	100%	\$ 1,100.00	100%
C	BARICADES	1	EA	\$ 1,100.00	\$ 1,100.00	100%	\$ 1,100.00	0%	\$ -	100%	\$ 1,100.00	100%
D	STABILIZED CONSTRUCTION ENTRANCE	1	EA	\$ 1,000.00	\$ 1,000.00	100%	\$ 1,000.00	0%	\$ -	100%	\$ 1,000.00	100%
E	SILT FENCE	2,497	LF	\$ 2.00	\$ 4,994.00	100%	\$ 4,994.00	0%	\$ -	100%	\$ 4,994.00	100%
F	INLET PROTECTION	10	EA	\$ 85.00	\$ 850.00	100%	\$ 850.00	0%	\$ -	100%	\$ 850.00	100%
G	ROW REVEGETATION	3,926	SY	\$ 0.10	\$ 392.60	100%	\$ 392.60	0%	\$ -	100%	\$ 392.60	100%
H	CONCRETE WASHOUT	1	EA	\$ 1,100.00	\$ 1,100.00	100%	\$ 1,100.00	0%	\$ -	100%	\$ 1,100.00	100%
I	MOBILIZATION	1	LS	\$ 11,500.00	\$ 11,500.00	100%	\$ 11,500.00	0%	\$ -	100%	\$ 11,500.00	100%
J	STAKING	1	LS	\$ 17,100.00	\$ 17,100.00	100%	\$ 17,100.00	0%	\$ -	100%	\$ 17,100.00	100%
K	TESTING	1	LS	\$ 15,600.00	\$ 15,600.00	100%	\$ 15,600.00	0%	\$ -	100%	\$ 15,600.00	100%

Contractor: Austin Engineering Co., Inc.  
P. O. Box 342349  
Austin, Texas 78734-2349  
Phone: (512)327-1464 FAX (512) 327-1765

Estimate Number: **NINE (9)** Invoice No: **16208**  
Estimate Date: **4/11/2016**

# INVOICE

Owner: KB Home Lone Star, Inc.

Attn: Spencer Koch  
10800 Pecan Park, Suite 200  
Austin, TX 78750

## FINAL COST & QUANTITIES FOR ENGINEERING SUMMARY

KB HOME CONTRACT NO: 5359650

Project: MASON RANCH PHASE 2, SECTION 2A

AECO, Job No. 15-005

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT	PREVIOUS		CURRENT		TOTAL		% COMPL
						QTY	AMOUNT	QTY	AMOUNT	QTY	AMOUNT	
<b>9</b>	<b>ELECTRIC &amp; STREET LIGHTS</b>				<b>\$ 54,736.60</b>					<b>\$ 54,736.60</b>		100%
A	3" CONDUIT	4,900	LF	\$ 3.50	\$ 17,150.00	100%	\$ 17,150.00	0%	\$ -	100%	\$ 17,150.00	100%
B	TRANSFORMER PADS	6	EA	\$ 1,400.00	\$ 8,400.00	100%	\$ 8,400.00	0%	\$ -	100%	\$ 8,400.00	100%
C	SECONDARY ENCLOSURES	24	EA	\$ 650.00	\$ 15,600.00	100%	\$ 15,600.00	0%	\$ -	100%	\$ 15,600.00	100%
D	TRENCH	4,000	LF	\$ 7.50	\$ 30,000.00	100%	\$ 30,000.00	0%	\$ -	100%	\$ 30,000.00	100%
E	PULL STRING	4,900	LF	\$ 0.15	\$ 735.00	100%	\$ 735.00	0%	\$ -	100%	\$ 735.00	100%
F	WARNING TAPE	4,000	LF	\$ 0.15	\$ 600.00	100%	\$ 600.00	0%	\$ -	100%	\$ 600.00	100%
G	54X66 ENCLOSURE	2	EA	\$ 1,800.00	\$ 3,600.00	100%	\$ 3,600.00	0%	\$ -	100%	\$ 3,600.00	100%
H	STD PEC STREET LIGHT POLES	10	EA	\$ 1,500.00	\$ 15,000.00	100%	\$ 15,000.00	0%	\$ -	100%	\$ 15,000.00	100%
I	STREET LIGHT BASES AND CONDUIT	10	EA	\$ 850.00	\$ 8,500.00	100%	\$ 8,500.00	0%	\$ -	100%	\$ 8,500.00	100%
J	STREET LIGHT WIREING /POWER	1	LS	\$ 35,000.00	\$ 35,000.00	100%	\$ 35,000.00	0%	\$ -	100%	\$ 35,000.00	100%
K	2" CONDUIT	1,325	LF	\$ 2.25	\$ 2,981.25	100%	\$ 2,981.25	0%	\$ -	100%	\$ 2,981.25	100%
L	STREET LIGHT TRENCH	1,325	LF	\$ 3.00	\$ 3,975.00	100%	\$ 3,975.00	0%	\$ -	100%	\$ 3,975.00	100%
	<b>TOTAL ELECTRIC &amp; STREET LIGHTS</b>				<b>\$ 141,541.25</b>		<b>\$ 141,541.25</b>		<b>\$ -</b>		<b>\$ 141,541.25</b>	100%
<b>11</b>	<b>ALTERNATES</b>											
1	1 YR-10% MAINTENANCE BOND	1	LS	\$ 2,675.00	\$ 2,675.00	100%	\$ 2,675.00	0%	\$ -	100%	\$ 2,675.00	100%
3	HAUL OFF EXCESS MATERIAL.	1	LS	\$ 24,800.00	\$ 24,800.00	100%	\$ 24,800.00	0%	\$ -	100%	\$ 24,800.00	100%
	<b>TOTAL GAS</b>				<b>\$ 27,475.00</b>		<b>\$ 27,475.00</b>		<b>\$ -</b>		<b>\$ 27,475.00</b>	100%
	<b>TOTAL CONTRACT</b>				<b>\$ 928,764.27</b>		<b>\$ 928,764.27</b>		<b>\$ -</b>		<b>\$ 928,764.27</b>	100%

Contractor: Austin Engineering Co., Inc.  
 P. O. Box 342349  
 Austin, Texas 78734-2349  
 Phone: (512)327-1464 FAX (512) 327-1765

Owner: KB Home Lone Star, Inc.  
 Attn: Spencer Koch  
 10800 Pecan Park, Suite 200  
 Austin, TX 78750

# INVOICE

## FINAL COST & QUANTITIES FOR ENGINEERING SUMMARY

Estimate Number: **NINE (9)** Invoice No: **16208**  
 Estimate Date: **4/11/2016**

**KB HOME CONTRACT NO: 5359650**

Project: **MASON RANCH PHASE 2, SECTION 2A**

AECO, Job No, **15-005**

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT	PREVIOUS QTY	PREVIOUS AMOUNT	CURRENT QTY	CURRENT AMOUNT	TOTAL QTY	TOTAL AMOUNT	% COMPL
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Submitted by:  
**AUSTIN ENGINEERING CO., INC.**

Approved for Payment:  
**KB HOME LONE STAR, INC.**

Date: 4/11/2016

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Total Work Complete to Date \$ 928,764.27  
 Less 10% Retainage \$ -  
 Subtotal \$ 928,764.27  
 Less Previous Pay Request \$ 835,887.84  
 Amount Due This Estimate **\$ 92,876.43**



Carlson, Brigance & Doering, Inc.  
 I.D. #F3791

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

STATE OF TEXAS

§

COUNTY OF TRAVIS

§

§

Date: May 17, 2016  
Owner: KB Home  
Contractor: Austin Engineering Co., Inc. ("Affiant")  
Project : Mason Ranch Section 2-2A

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

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

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 17<sup>th</sup> day of May, 2016.

**AFFIANT:**

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



Typed Name: \_\_\_\_\_ Nat Wood \_\_\_\_\_

Title: \_\_\_\_\_ Project Manager \_\_\_\_\_

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

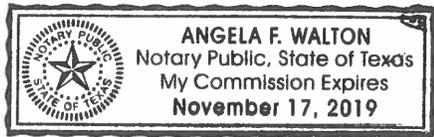


STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS       §

BEFORE ME the undersigned authority on this day personally appeared Nat Wood, Project Manager, 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 17<sup>th</sup> day of May, 2016.

[S E A L]



Angela Walton  
Notary in and for the State of Texas

Name: Angela F. Walton

My commission expires: November 17, 2019

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



**Executive Summary**

**June 2, 2016**

**Subject:** Consider Award of Purchase Order for Storage Area Network Equipment and Components

**Background:** Eleven vendors submitted bids April 28<sup>th</sup> for Storage Area Network Equipment and Components, an information technology installation. Bell IT was the low respondent bidder.

Funds are budgeted in the Information Technology Minor Equipment Account 01-10-5217. This installation enhances the City's data storage and access capability for data that requires high-speed access such as e-mail, databases and high use file servers.

**Financial Consideration:** \$83,185.

**Recommendation:** Staff respectfully recommends that the Council authorize the City Manager to issue a purchase order to Bell IT in the amount of \$83,185 for this installation.

**Attachments:** Recommendation from the City Purchasing Agent and Bid Tabulation.

**Prepared by:** Paul Preston, Information Technology Manager  
Joy Simonton, City Purchasing Agent



City of Leander

## INTEROFFICE MEMO

DATE: May 19, 2016

TO: Paul Preston

FROM: Joy Simonton

RE: Recommendation for Award for Solicitation #S16-020; Storage Area Network Equipment and Components

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The Purchasing Division recommends Bell IT for the award of a purchase order for the equipment and installation services specified in the Storage Area Network and Components Bid in accordance with the city's solicitation process.

Eleven (11) responses were received. Six (6) HUBS was notified of the solicitation.

Joy Simonton, Purchasing Agent

CC: FILE

City of Leander

Storage Area Network Equipment and Components

Solicitation No. #S16-020

Opening: 04/28/2016

EVALUATION CRITERIA										Infinite Enterprises	
<b>Pricing</b>											
Hardware, Software and Installation Cost	\$54,753	\$54,816	\$54,703	\$78,019	\$83,185	\$73,191	\$92,186	\$92,219	\$84,924	\$128,406	\$122,501
5-Year Parts and Labor Warranty - Nimble	Included	Included	\$4,018	Included	Included	\$11,825	Included	Included	\$9,943	Included	\$54,627
1-Year Pars and Labor Warranty - Cisco (Renewable)	Included	Included	\$646	Included	Included	\$1,430	Included	Included	\$0	Included	\$2,661
<b>TOTAL PROJECT</b>	<b>\$54,753</b>	<b>\$54,816</b>	<b>\$59,366</b>	<b>\$78,019</b>	<b>\$83,185</b>	<b>\$86,445</b>	<b>\$92,186</b>	<b>\$92,219</b>	<b>\$94,866</b>	<b>\$128,406</b>	<b>\$179,789</b>
<b>Devices Meet Specification</b>											
Specification information	Alternate equivalent submitted. Proposed brand does not provide all features specified and may limit some functionality. Brocade switches cannot be managed by City's network tech.	Alternate equivalent submitted. Proposed brand does not provide all features specified and may limit some functionality. Mellanox switch cannot be managed by City's network tech. Not compatible with City's existing infrastructure.	Alternate equivalent submitted. Proposed brand does not provide all features specified and may limit some functionality. Huawei switches cannot be managed by City's network tech.	Alternate equivalent submitted. Proposed brand does not provide all features specified and may limit some functionality. Brocade switches cannot be managed by City's network tech.	Equipment, installation and warranty requirements meets spec.	Equipment, installation and warranty requirements meets spec.	Response evaluation held for review of low bids.	Response evaluation held for review of low bids.	Response evaluation held for review of low bids.	Response evaluation held for review of low bids.	Response evaluation held for review of low bids.
<b>References</b>											
Business references	References not checked at this time	References not checked at this time	References not checked at this time	References not checked at this time	Acceptable 3 References Responded	Acceptable 1 Reference Responded	References not checked at this time	References not checked at this time	References not checked at this time	References not checked at this time	References not checked at this time

**AWARD**

Points Value Calculation for Price = Low price Divided by Bid Then Multiplied by Points



**Executive Summary**

**June 02, 2016**

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**Agenda Subject:** Zoning Case 16-Z-009: Hold a public hearing and consider action on the rezoning of 10.922 acres more or less out of the M.S. Hornsby Survey, generally located to the northwest corner of Crystal Falls Pkwy and Lakeline Blvd, WCAD ID R526317, R526318, & R514375. Currently, the property is zoned GC-3-B (General Commercial). The applicant is proposing to zone the property to PUD (Planned Unit Development) with base zoning districts of MF-2-A (Multi-Family) and GC-2-A (General Commercial), Leander, Williamson County, Texas.

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

**Origination:** Applicant: Adam Diskin on behalf of Bliss at Mason Hills, LLC.

**Financial Consideration:** None

**Recommendation:** See Planning Analysis. The Planning & Zoning Commission recommended approval of the proposed PUD (Planned Unit Development) with base zoning districts of MF-2-A (Multi-Family) and LC-2-A (Local Commercial with the following conditions:

1. The sidewalk connecting Lakeline Blvd and Crystal Falls Pkwy shall be constructed of concrete and match the Lakeline Blvd sidewalk width. The intersections of the new sidewalk with the sidewalks on Lakeline and Crystal Falls shall be designed as “y” intersections instead of “t” intersections if feasible.
2. Update the masonry requirements for the residential buildings to include a limit of 35% stucco.

The motion passed 5 to 1 (Commissioner Means opposing) at the May 26, 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. PUD Notes and Conceptual Site Layout & Land Use Plan
8. Letter of Intent
9. Ordinance
10. Minutes-Planning & Zoning Commission May 26, 2016

**Prepared By:**

Tom Yantis, AICP  
Assistant City Manager

05/27/2016



## PLANNING ANALYSIS

ZONING CASE 16-Z-009

BLISS AT MASON HILLS PUD

### GENERAL INFORMATION

- Owner:** Bliss at Mason Hills, LLC.
- Current Zoning:** GC-3-B (General Commercial)
- Proposed Zoning:** PUD (Planned Unit Development) with the following base zoning districts  
MF-2-A (Multi-Family)  
LC-2-A (Local Commercial)
- Size and Location:** The property is located at northwest corner of Crystal Falls Pkwy and Lakeline Blvd and is approximately 10.922 acres in size.
- 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	SFU-2-B	Residential Under Construction (Mason Ranch Subdivision)
EAST	SFU/MH-2-B	Proposed & Existing Residential (Mason Ranch & The Boulders at Crystal Falls Subdivisions)
SOUTH	GC-3-C	Assisted Living Facility & Water Quality Pond
WEST	SFU-2-B GC-3-A	Fire Station Undeveloped Land Zoned for Commercial

## COMPOSITE ZONING ORDINANCE INTENT STATEMENTS

### USE COMPONENTS:

#### **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 provide for the design of a development which permits a mixture of duplexes, triplexes and fourplexes. 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.

## COMPREHENSIVE PLAN STATEMENTS:

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

- Create strong neighborhoods with a variety of housing choices.
- Encourage a range of housing types at a variety of price points.
- Community Centers provide the same uses and services offered by a Neighborhood Center. Additionally, Community Centers include uses that are demanded less frequently than daily, and are typically anchored by grocery stores. Community Centers should have an internal network of streets and promote walkability within the Center.
- 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:

The applicant is requesting the PUD (Planned Unit Development) district in order to allow for the development of duplexes, triplexes and fourplexes at this location. The properties to the north and east are part of the Mason Ranch Subdivision that is currently under construction. The property to the south is developed as an assisted living facility and the property to the west includes the Fire Station and undeveloped land zoned for commercial uses.

This request was heard by the Planning & Zoning Commission at the September 10, 2015 meeting. The original request included a PUD that would allow for apartments and duplexes. During the meeting, the applicant proposed to change the request to eliminate the apartments and only propose the duplexes. The Planning & Zoning Commission recommended approval of this request with conditions that included the following:

1. A reduction in the density from 186 units to 84 units
2. All dwellings will be single-story

The City Council denied the request at the September 17, 2015 meeting.

A portion of this property was annexed as part of the Mason Ranch Subdivision in 2001 and the remainder was annexed in 2007. The portion of the property closest to the intersection of Lakeline Blvd and Crystal Falls Pkwy was zoned C-2 in 2004 and this district later converted to the current GC-3-B district with the adoption of the Composite Zoning Ordinance. The remainder of the tract was rezoned to GC-3-B in 2008 as part of the Mason Ranch Subdivision zoning case.

A PUD district can be an appropriate district in this situation because it offers the applicant the opportunity to design a zoning district that will provide for a mixture of duplexes, triplexes, fourplexes as well as commercial uses while limiting the overall density and providing higher design standards..

The applicant is proposing the MF-2-A (Multi-Family) and LC-2-A (Local Commercial) base zoning districts to accommodate the proposed development. The proposal includes a total of 84 units, comprised of 17 duplexes, 2 triplexes, and 9 fourplexes, and local commercial uses closest to the intersection. The current zoning district would permit a range of commercial uses including office, retail, and service. There are no hours of operation limitations.

The proposed LC use component permits all uses allowed in the LO (Local Office) use component as well as retail sales and services, restaurants, banks, and convenience stores. The hours of operation: are limited to 5:00 a.m. to 10:00 p.m. Sunday through Thursday and 5:00 a.m. to 11:00 p.m. Friday and Saturday. The intent of the use component is to allow for uses that are limited in scale and offer services to neighboring residential neighborhoods. Access should be provided by a collector or higher classification street.

The current Type 3 site component does permit outdoor storage or display, outdoor entertainment, or outdoor fueling. The change to a Type 2 site component would prohibit these outdoor uses. The table below demonstrates the differences between the two site components.

<b>SITE STANDARDS</b>	<b>TYPE 2</b>	<b>TYPE 3</b>
Outdoor Display and Storage	Not Permitted	30% of gross floor area of primary structure
Use of Overhead Commercial Service Doors	Not Permitted	Permitted
Outdoor Fueling	Not Permitted	Permitted
Outdoor Container Storage	Not Permitted	20% of gross floor area of primary structure

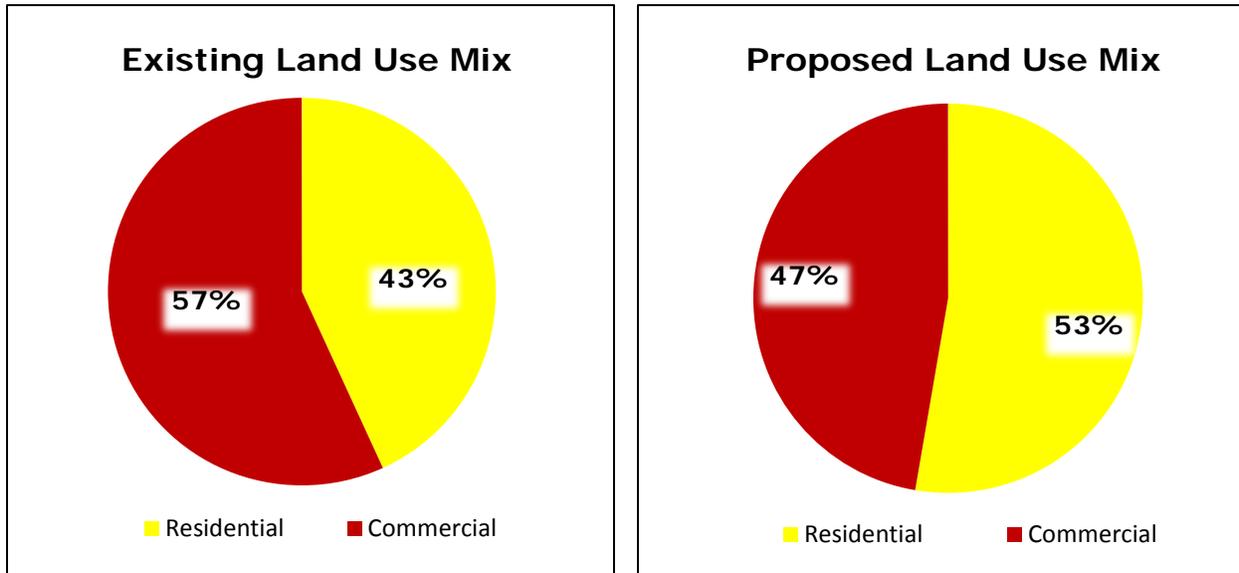
This application includes the following higher standards and waivers.

HIGHER STANDARDS	WAIVERS
<b>COMPOSITE ZONING ORDINANCE</b>	
Type A Architectural Component	-
Limitations on the amount of stucco	-
Increased Setbacks	-
Limitations on the retail building size	-
Building height restrictions	-
Masonry wall along Lakeline Blvd	-
Public Trail	-
Increase in the number of garages	-
-	Permitting multi-family uses
-	Parking reduction

The northern portion of this property is located within a Mixed Use Corridor. This corridor designation is located on land that is approximately 500 feet from the outer edge of the right-of-way and is typically one block deep. The typical uses include 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.

The southern portion of this property is also located within a Community Center as identified by the Future Land Use Map. Community Centers are intended to provide the same types of uses as services as a Neighborhood Center as well as uses that are demanded less frequently than daily and are typically anchored by grocery stores. These centers have a service area of up to one mile and can include up to 125,000 square feet of commercial space. Compatible uses include community-serving uses (grocery stores, restaurants and services); small professional offices; small-lot single-family, townhomes, duplexes, quadplexes; parks and public spaces. Development within these centers should be integrated through internal streets and should provide pedestrian and bicycle connections to adjacent residential neighborhoods. All centers designated by the Future Land Use Plan seek to have the most intense development closest to the center of the center, and to have reduction in intensity of development as it moves out from the center of those nodes. The target mix of land uses within the Community Center are 50% residential and 50% non-residential.

The existing land use mix does not meet the target mix shown in the Comprehensive Plan. Currently, the predominant land use is community commercial / retail. The land use mixes are shown in the graphs below.



The proposed zoning change brings the land use mix closer to compliance with the Comprehensive Plan regarding the percentage of community commercial / retail and residential uses.

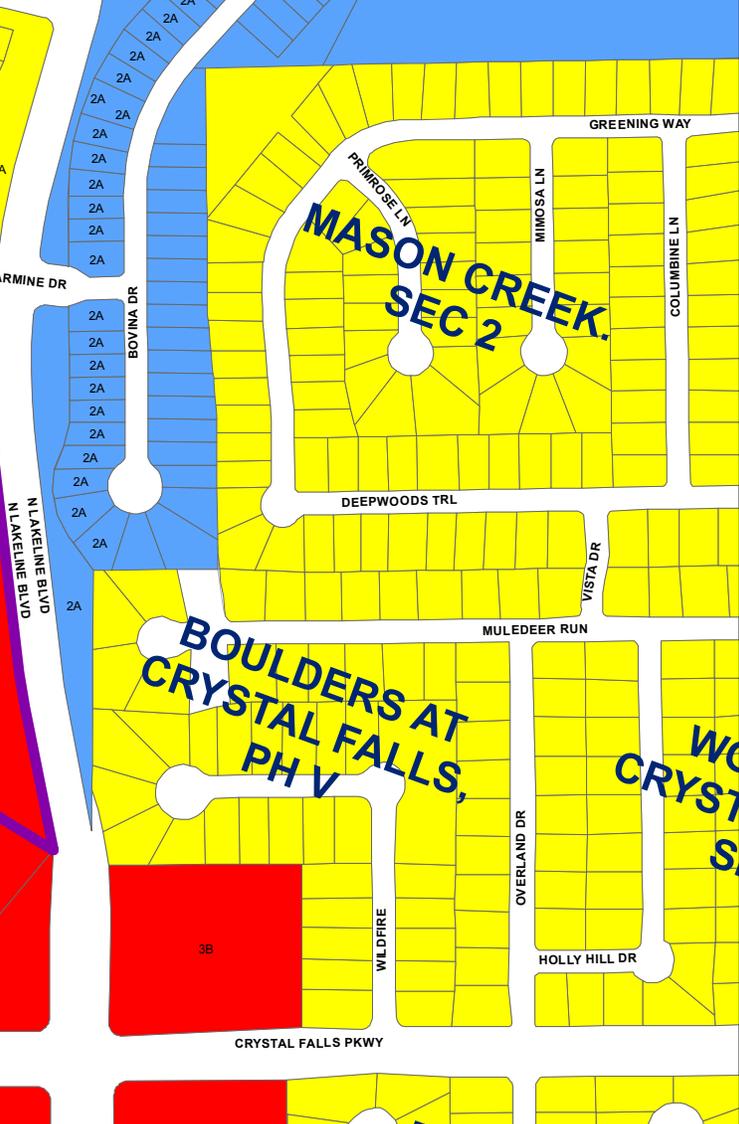
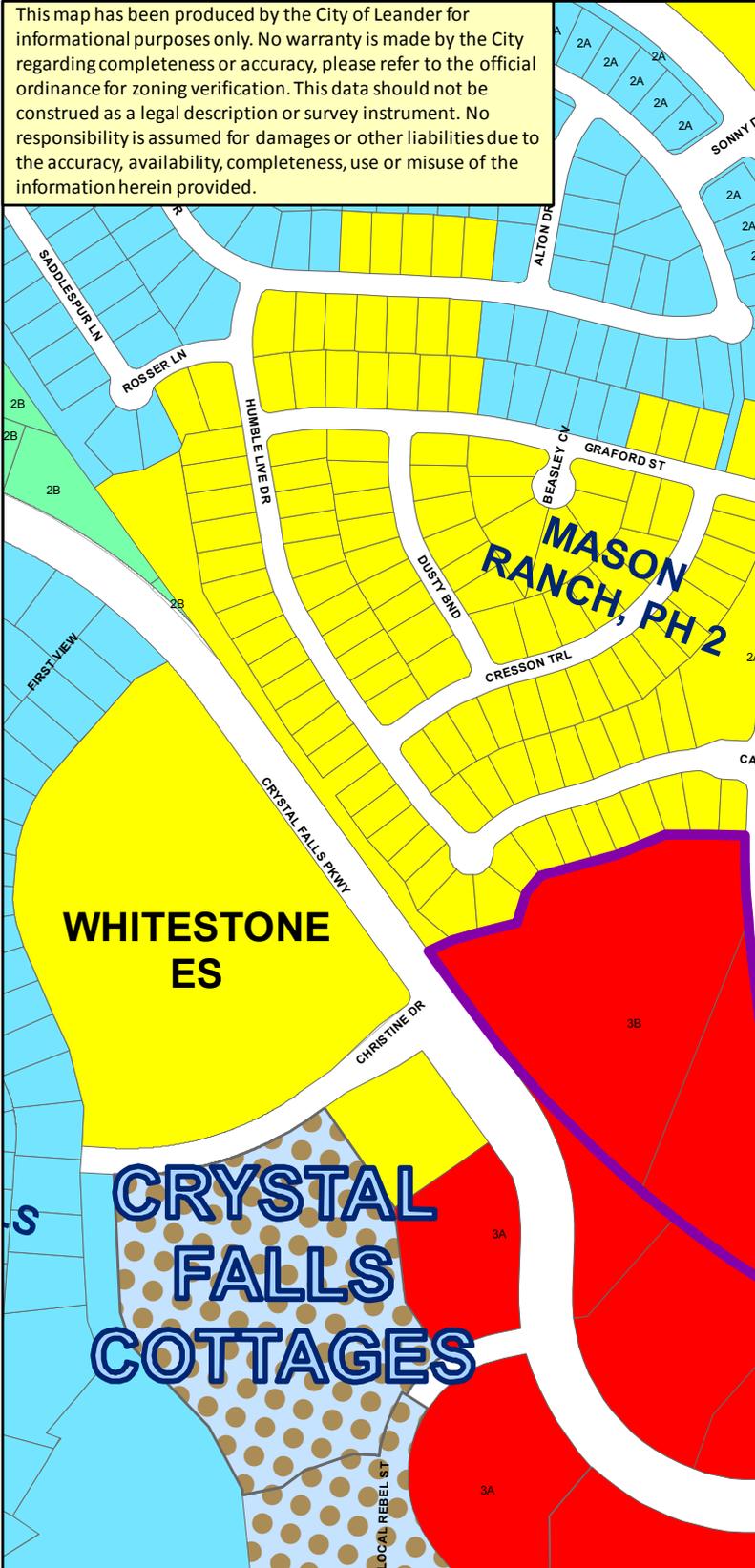
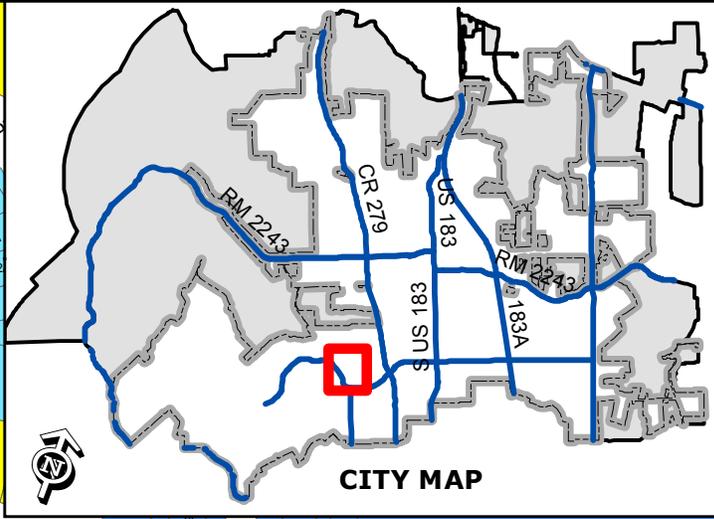
#### **STAFF RECOMMENDATION:**

Staff recommends approval of the proposed Bliss at Mason Hills PUD with the following conditions:

1. Garages associated with all homes shall comply with the Architectural Standards section of the Composite Zoning Ordinance. This section of the ordinance includes limits on the percentage of the ground floor street facing wall that can be comprised of garage doors.
2. Update the masonry requirements for the residential buildings to include a limit of 35% stucco.

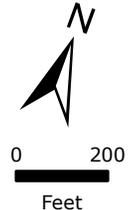
This PUD provides a transition between the neighborhood to the north and the intersection of two major thoroughfares. The proposed PUD includes higher standards of development such as the Type A architectural component, adding additional setbacks, public trail system, and a masonry wall along Lakeline Blvd. The requested zoning district meets the intent statements of the Composite Zoning Ordinance and the goals of the Comprehensive Plan.

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

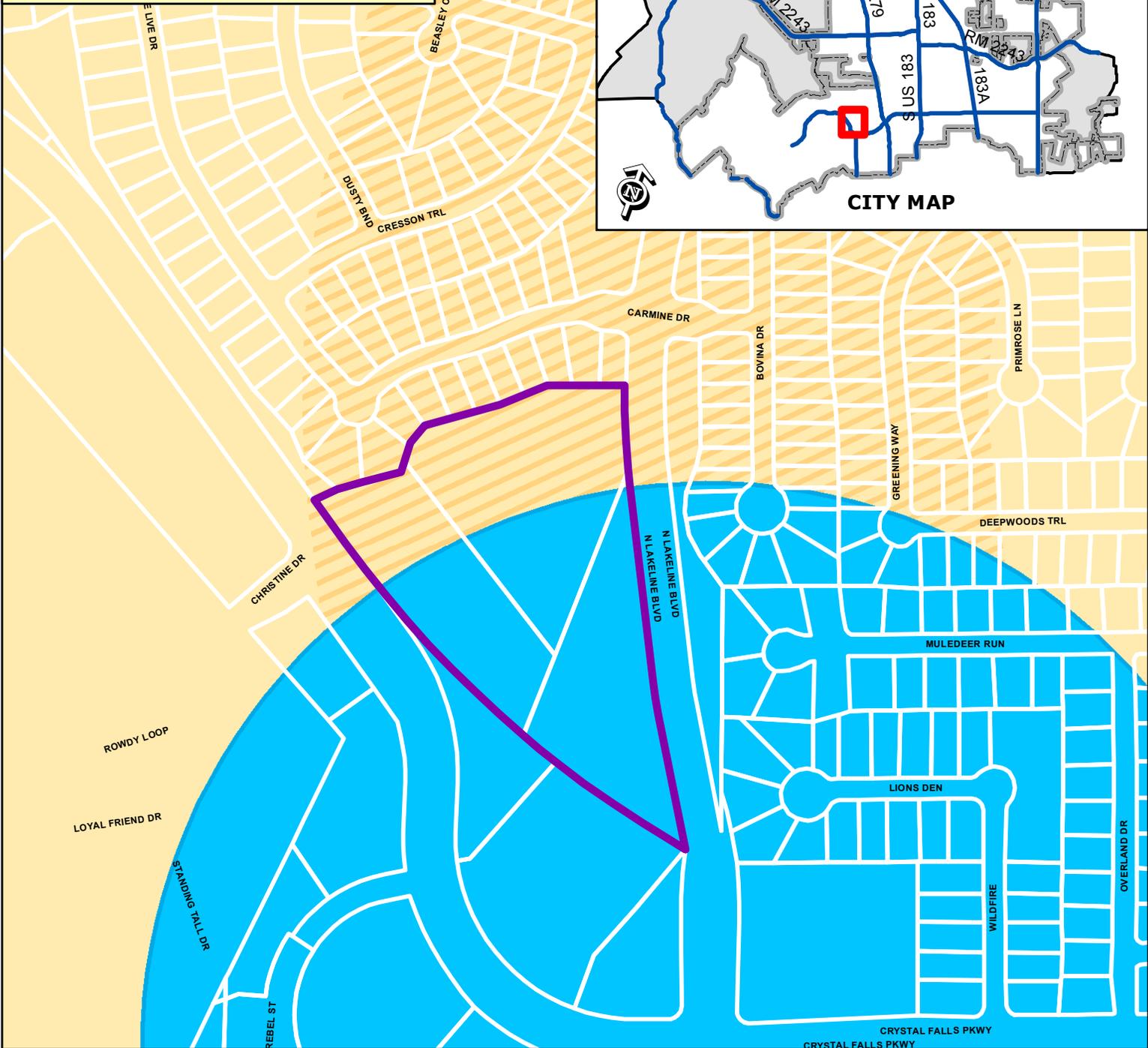
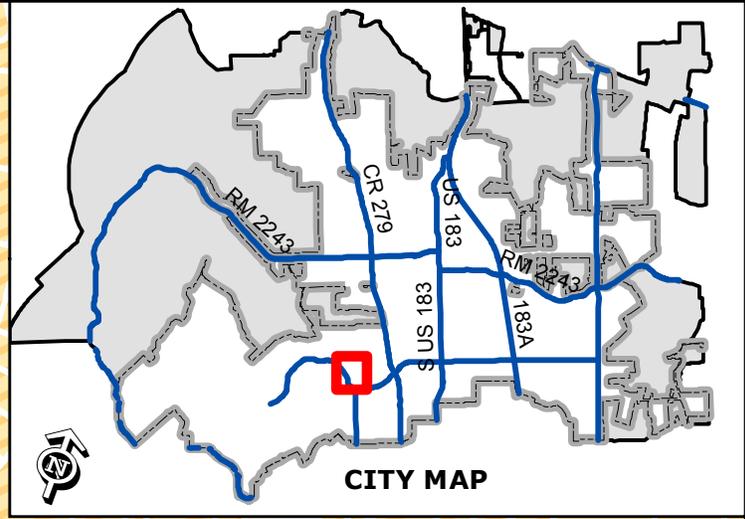


**ZONING CASE 16-Z-009 Attachment #2** Current Zoning Map - Bliss at Mason Hills PUD

 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-009 Attachment #3** Future Land Use Map - Bliss at Mason Hills PUD

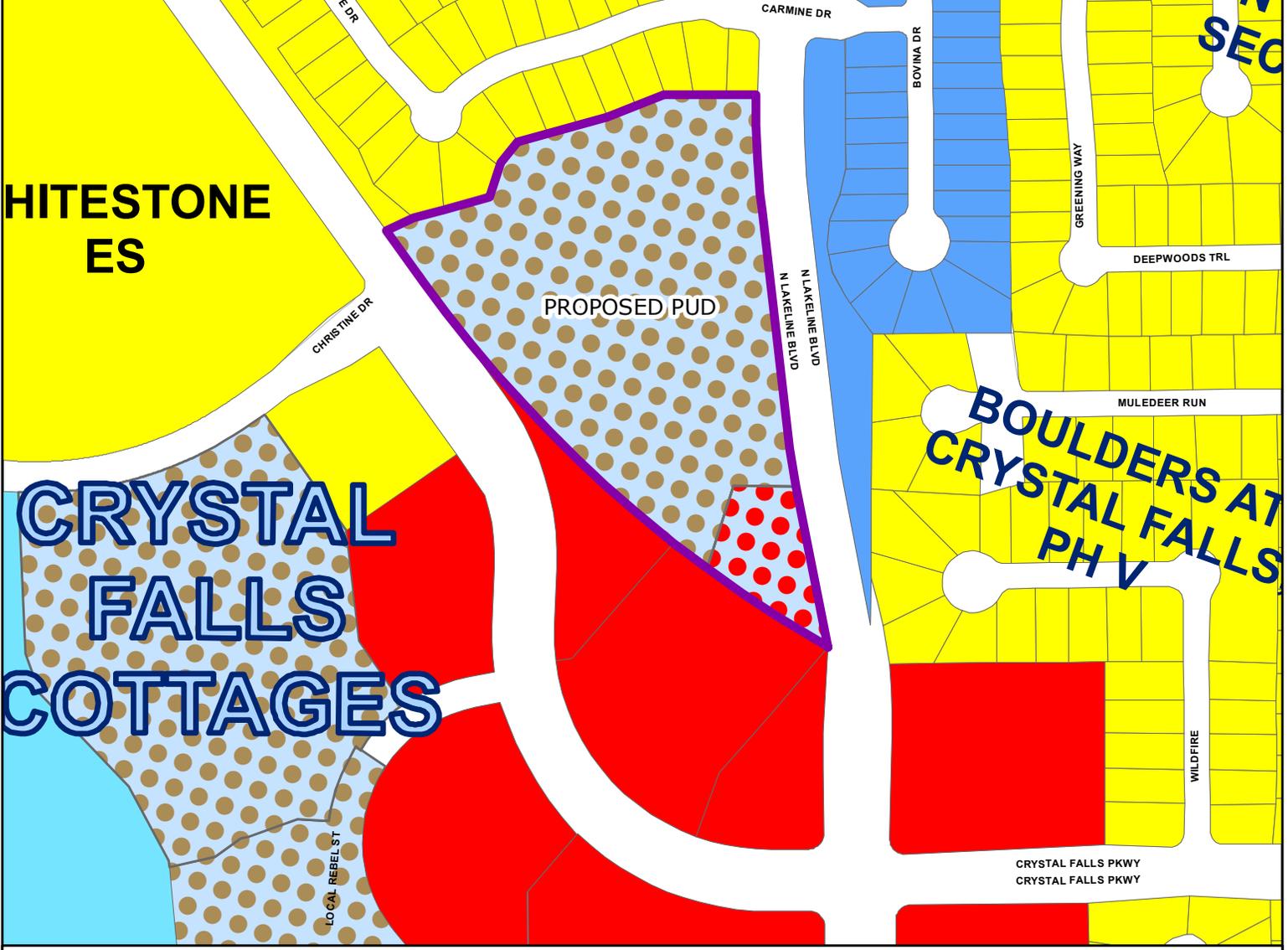
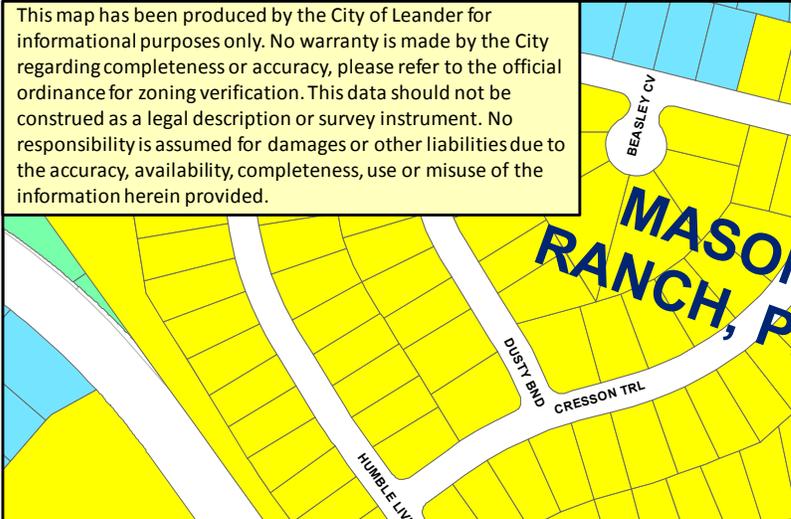
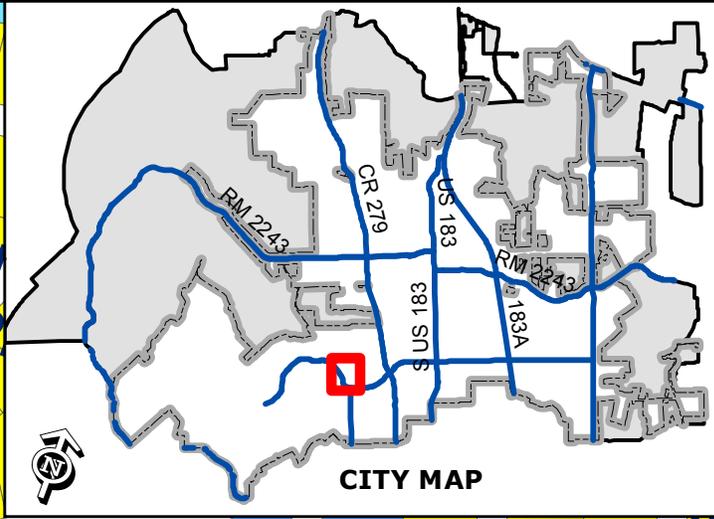
 Subject Property	 Commercial Corridor	 Transit Supportive Mixed Use
 City Limits	 Neighborhood Center	 Station Area Mixed Use
 Open Space	 Community Center	 Old Town Mixed Use
 Mixed Use Corridor	 Activity Center	 Employment Mixed Use
	 Industrial District	
	 Neighborhood Residential	


0 200  
Feet

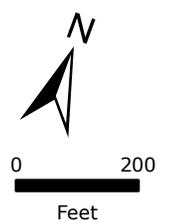


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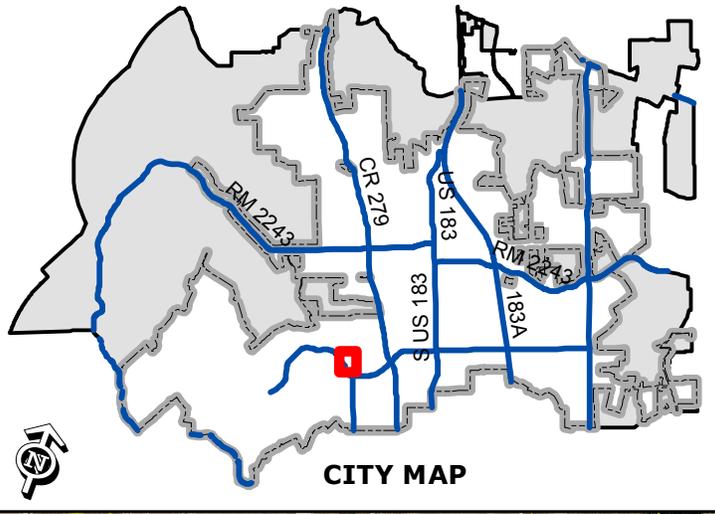
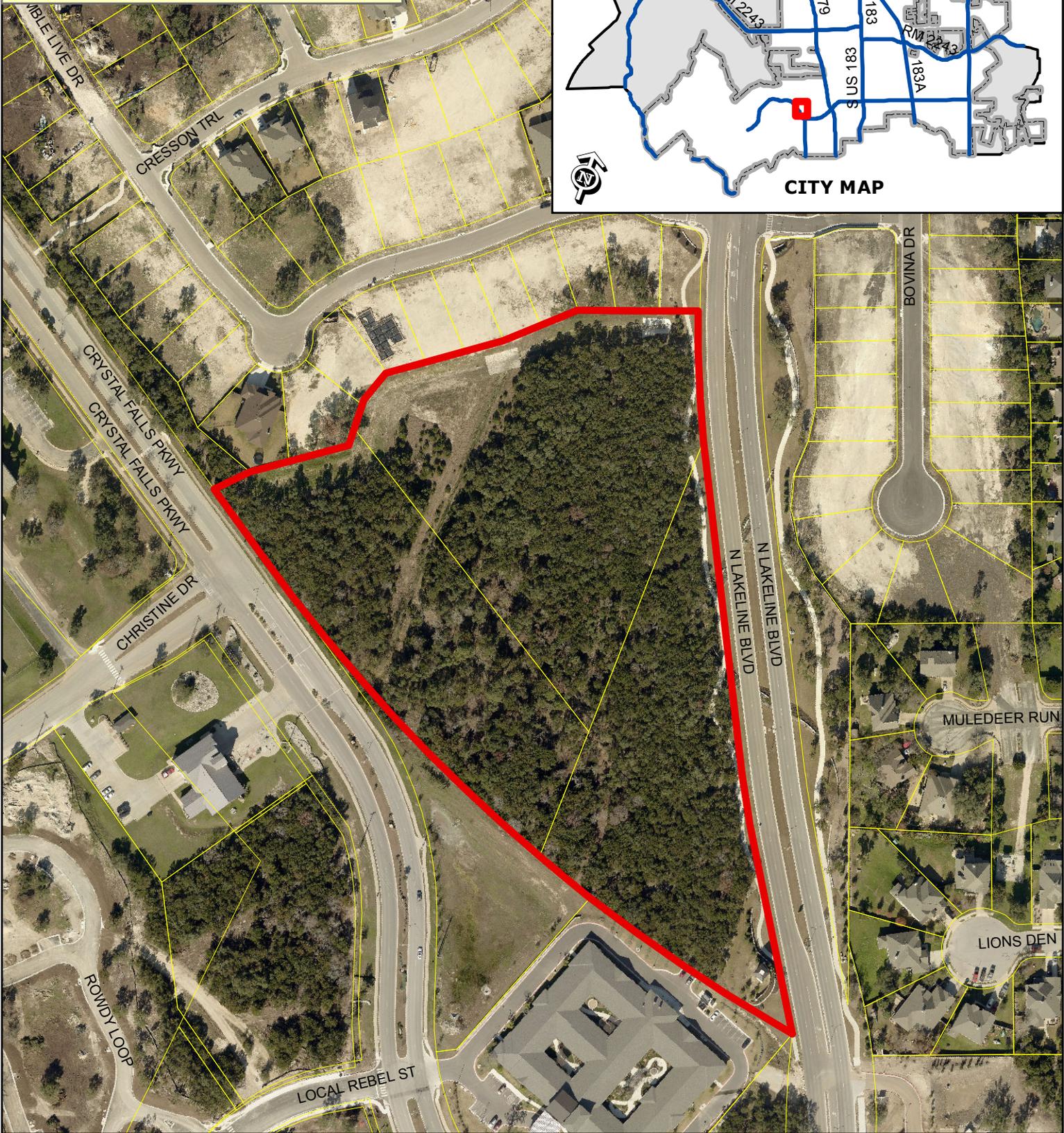


**ZONING CASE 16-Z-009 Attachment #5** Proposed Zoning Map - Bliss at Mason Hills PUD

 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-009 Attachment #6

Aerial Exhibit - Approximate Boundaries  
Bliss at Mason Hills PUD



-  Subject Property
-  City Limits

## **Exhibit A**

### **Bliss Resort Living at Mason Hills Planned Unit Development**

#### **A. Purpose and Intent**

The property consists of 10.922 acres, as described in Exhibit B (Field Notes), located near the Northwest corner of the intersection of Lakeline Boulevard and Crystal Falls Boulevard, Leander, Texas. Bliss Resort Living at Mason Hills will be the premier multi-family community in Central Texas consisting of up to 84 units specifically designed with amenities comparable to higher-end luxury resorts. Scaling and massing of the buildings reflects the adjacent neighborhood and will be surrounded by tranquil gardens.

The contents of this PUD further explain and illustrate the overall appearance and function desired for this neighborhood. A Conceptual Site Layout and Land Use Plan has been attached to this PUD, Exhibit C, to illustrate the design intent for the property. The Conceptual Site Layout and Land Use Plan is intended to serve as a guide to illustrate the general neighborhood vision and design concept and is not intended to serve as a final site plan.

#### **B. Applicability and Base Zoning**

All aspects regarding the development of this PUD shall comply 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, a base zoning district has been selected from the Leander Composite Zoning Ordinance.

- *Base Districts: MF-2-A (Multi-Family) and LC-2-A (Local Commercial)*

The neighborhood within the PUD will comply with the modified development standards of this PUD. In the case that this PUD does not address a specific City requirement, the Leander Composite Zoning Ordinance shall apply. In the event of a conflict between this PUD and the base zoning district found in the Leander Composite Zoning Ordinance, this PUD shall control.

#### **C. Conceptual Site Layout and Land Use Plan**

Exhibit C attached is a conceptual development plan intended to visually convey the design intent for the Bliss Resort Living at Mason Hills project. 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.

Bliss Resort Living at Mason Hills project is comprised of a gated multi-family rental and commercial development, which will consist of:

1. ATTACHED UNITS: at least 17 duplex style, 2 triplex style, and 9 four-plex style, single story buildings, with an average size of 1,165 square feet and one or two car garages or adjacent parking areas (“Attached Units”).
2. MULTI-FAMILY CLUBHOUSE: Up to a 5,000 square foot clubhouse overlooking resort style pool and separate exercise and health facility that will be up to 2,000 square feet, for use by the multi-family residents (multi-family residents consists of the occupants of the Attached Units, their guests, potential residents, and guests invited by Bliss at Mason Hills management.
3. COMMERCIAL: The Commercial portion of the project is to be +/- 6,900 square feet of local commercial, retail, office, or restaurant space that would be suitable as affiliated uses to the project. This area is not part of the gated community.

**D. Allowable Use**

The use shall be single story Attached Homes in a multi-family residential development; as well as a mixed retail commercial building approximately 6,900 square feet in size. The maximum number of Attached Homes is 84.

**E. Lot Design Standards**

All building setbacks shall be twenty-five (25’) feet from the property line. All other setbacks shall comply with the Composite Zoning Ordinance.

**F. Drive Design**

The Bliss Senior Living at Mason Hills community will incorporate the following drive standards.

1. This project shall consist of private drives instead of public roadways. The pavement width shall be a minimum of 26 feet in width-face of curb to face of curb.
2. The access drive alignment, building pads and on street parking along the drives may vary to minimize disturbance to significant trees and natural topographic features. Private drives will be maintained by the community association.
3. The Attached Homes will be privately gated.
4. Drive lighting is required at the intersections between the internal drives and public streets. “Dark Sky” lighting will be provided throughout the development in accordance with the Texas section of the International Dark-Sky Association.
5. Sidewalks will be provided, and are already installed, along the property lines that are adjacent to N. Lakeline Blvd and Crystal Falls Pkwy.
6. A walking path will be provided along the northern property line and adjacent to the single family zoned property to the north. This walking path will connect N. Lakeline Boulevard and Crystal Falls Parkway.

**G. Architectural Criteria**

The site will comply with the Type A Architectural Component and Type 2 Site Component of the Composite Zoning Ordinance. The project will utilize the highest architectural standards defined by Type A. The project shall substantially comply with the renderings included as Exhibit D (Renderings) and shall utilize the following architectural standards.

**Attached Units**

Design Features:	5 different design features including: <ol style="list-style-type: none"> <li>1. Horizontal offsets – interior spaces are expressed as horizontal projections and varying roof plate heights.</li> <li>2. Recessed entry – primary entrance is set in from building facade</li> <li>3. Porches – each unit is provided with a covered porch.</li> <li>4. Awnings – each unit features one decorative awning with a standing seam roof and architecturally expressed brackets.</li> <li>5. Wing Wall – a low, stone wall ties into a wood gate and screen between the street and the courtyard adjacent to the unit entry.</li> </ol>
Exterior Materials:	Exterior surface area of walls will consist of 100% masonry, and only areas of the exterior surface area of walls that can't support the weight of stone or brick shall consist of painted or tinted stucco. <ul style="list-style-type: none"> <li>▪ Stone: native limestone in white and colors found in surrounding neighborhoods.</li> </ul> The roof will be a premium composition shingle at 4:12 slope, and standing seam metal roofing will be used on decorative awnings.
Window and Door Openings:	A minimum of 15% of the front primary building façade will consist of window or door openings. Glazing shall have a maximum exterior reflectivity of 20%.
Building Height:	Buildings shall not exceed a height of 35 feet.

**Commercial**

Design Features:	5 different design features including: <ol style="list-style-type: none"> <li>1. Breezeway – four of the storefront entrances on the front of the building are within a covered exterior space featuring tapered stone columns and expressed timber construction.</li> <li>2. Porches – a deep, wide covered porch is provided on the south end of the building for a potential outdoor dining space.</li> <li>3. Awnings – decorative awnings shade the storefront entrances on each side of the tower element.</li> <li>4. Varied roof heights – the breezeway and tower element roofs have different roof heights than the main roof.</li> <li>5. Premium roofing materials – all roofs and awnings will be standing seam metal.</li> </ol>
Exterior Materials:	At least 85% of the exterior surface area of walls will consist of masonry and no more than 50% of the exterior surface area of walls shall consist of painted or tinted stucco. The remaining exterior wall surface will be comprised of cementitious-fiber plank siding.

	<ul style="list-style-type: none"> <li>▪ Stone: native limestone in white and colors found in surrounding neighborhoods.</li> <li>▪ Stucco: to be determined, likely in a palette of browns, golds, grays and greens to reference the colors used in the duplexes.</li> <li>▪ Siding: used as an accent in a color to be determined, likely in a rich brown for a wood feel.</li> <li>▪ The roof will be standing seam metal at 4:12 slope.</li> </ul>
Window and Door Openings:	A minimum of 15% of the front primary building façade will consist of window or door openings. Glazing shall have a maximum exterior reflectivity of 20%.
Building Height:	Building shall not exceed a height of 35 feet.

**Multi-Family Clubhouse**

Design Features:	<p>6 different design features including:</p> <ol style="list-style-type: none"> <li>1. Porte-cochere – grand entrance at the front of the building where residents and visitors can meet their transportation out of the elements via a covered driveway drop-off area. The porte-cochere will feature tapered stone columns and expressed timber construction.</li> <li>2. Porches – a deep, wide covered porch is provided on the rear of the building for a potential outdoor living dining space.</li> <li>3. Recessed entry – the main entry is tucked into the building façade and connects to the porte-cochere.</li> <li>4. Architectural Details – decorative metal brackets and deep rooflines will be used on the roof elements.</li> <li>5. Varied roof heights – the porte-cochere has a different roof height than the main roof. All roofs and awnings will be standing seam metal.</li> </ol>
Exterior Materials:	<p>At least 85% of the exterior surface area of walls will consist of masonry and no more than 50% of the exterior surface area of walls shall consist of painted or tinted stucco. The remaining exterior wall surface will be comprised of cementitious-fiber plank siding.</p> <ul style="list-style-type: none"> <li>▪ Stone: native limestone in white and colors found in surrounding neighborhoods.</li> <li>▪ Stucco: to be determined, likely in a palette of browns, golds, grays and greens to reference the colors used in the duplexes.</li> <li>▪ Siding: used as an accent in a color to be determined, likely in a rich brown for a wood feel.</li> <li>▪ The roof will be standing seam metal at 4:12 slope.</li> </ul>

Window and Door Openings:	A minimum of 15% of the front primary building façade will consist of window or door openings. Glazing shall have a maximum exterior reflectivity of 20%.
Building Height:	Building shall not exceed a height of 35 feet.

## Parking Requirements

### 1. Attached Units

- Each duplex shall include one single car garage and one two-car garage.
- Each triplex and fourplex shall include one single car garage and one two-car garage. Parking for the 1-bedroom units of the triplex and fourplex buildings shall have at least 1.25 spaces per unit.
- Garage parking will be provided for at least 60% of the Attached Units, exceeding the ordinance requirement of 35% of the Attached Units having garage parking.
- As long as the units are rented to a head of household or spouse that is at least fifty-five (55) years of age, the off-street parking may be reduced as listed above. Should the property no longer be used for a senior project, then the off street parking requirements shall comply with the Composite Zoning Ordinance. An alternative parking plan shall be provided as part of the site development permit demonstrating that the parking requirements can be met should the use change. The owner of the property shall contact the City and notify the City of the property's change of use from a senior project.

### 2. Commercial

- The commercial space will have a parking ratio of 1 space per every 200 square feet.

### 3. Multi-family Clubhouse

- The multi-family clubhouse is only for the use of residents, their guests, potential residents and invited guests of the Bliss at Mason Hills management. While the use does not require any additional parking, 4 visitor/potential resident spaces will be provided.

## **H. Walls, Fencing and Landscaping**

1. Bliss Resort Living at Mason Hills will utilize a masonry wall that matches the existing walls already installed in the Mason Hills development along Lakeline Boulevard as described in Exhibit E (Lakeline Masonry Wall), and may utilize a combination of wrought iron or decorative tubular metal fencing, masonry posts and wrought iron or decorative tubular fencing, and landscape screening around the remaining multi-family portion of the site and where views into adjacent open space and buffers are desired. Full screening will be provided where the remaining multi-family portion of the site is adjacent to Crystal Falls Parkway, and the masonry wall along Lakeline Boulevard also provides full landscape screening.
2. Bliss Resort Living at Mason Hills shall comply with the applicable landscape standards for multi-family and local commercial districts as listed in Article VI of the Composite Zoning Ordinance.

## Exhibit E

### Lakeline Masonry Wall

#### Single Width Limestone Screenwall Construction Details

##### Screenwall Design Details:

Limestone Screenwalls to match pattern and design already in Mason Hills. Limestone to be a blend of white, cream, tan, and caverock. Stone to be sawn at top and bottom. Stone pattern to consist of 4" and 8" tall stone placed in a random ashlar pattern. Stone at wall face to be placed flush vertically. Stone at back of wall to vary vertically with thickness of wall. No formal cap to be placed at top of wall. Mortar joints to range between minimum 3/8" to maximum 5/8". Mortar to be raked back approximately 1/4" to 1/2" from face of stone. Total wall height to average 6' tall above grade.

##### Screenwall Installation Details:

Concrete footing to include #5 rebar reinforcing with #3 stirrups at 18" on center. Drilled piers to be placed in footing as required by site conditions. If solid rock is encountered the footing will be doweled into rock with #5 rebar.

Post tension system

Post Tension System to be placed at 4' on center. System to be composed of a 5/8" x 18" J-Bolt, a 5/8" coupler, a 5/8" galvanized rod, and a galvanized steel washer with nut.



# ZONING EXHIBIT

MASON RANCH PHASE 2 SECTION 1  
DOC. NO. 2014003615  
OFFICIAL PUBLIC RECORDS OF  
WILLIAMSON COUNTY, TEXAS

**9.84 ACRES**

A REMAINDER OF 317.045 AC.  
DOC. NO. 2012073286  
OFFICIAL PUBLIC RECORDS OF  
WILLIAMSON COUNTY, TEXAS

CRYSTAL FALLS PARKWAY

LAKELINE BOULEVARD

LAKELINE NORTHWEST COMMERCIAL  
DOC. NO. 2013077737  
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Drawing Path: S:\6200101\_Blis at Manor Hills\_Drawings\6200101\_ZONING PARCEL.dwg Plotted By: Tom Watkins Date: 5/12/2015 10:45:59 AM Layout: 8x11 Portrait



**Cunningham|Allen**

Engineers • Surveyors

FIRM REG: TBPE F-284; TBPLS 10000900

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Suite 202

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Tel.: (512) 327-2946

Fax: (512) 327-2973

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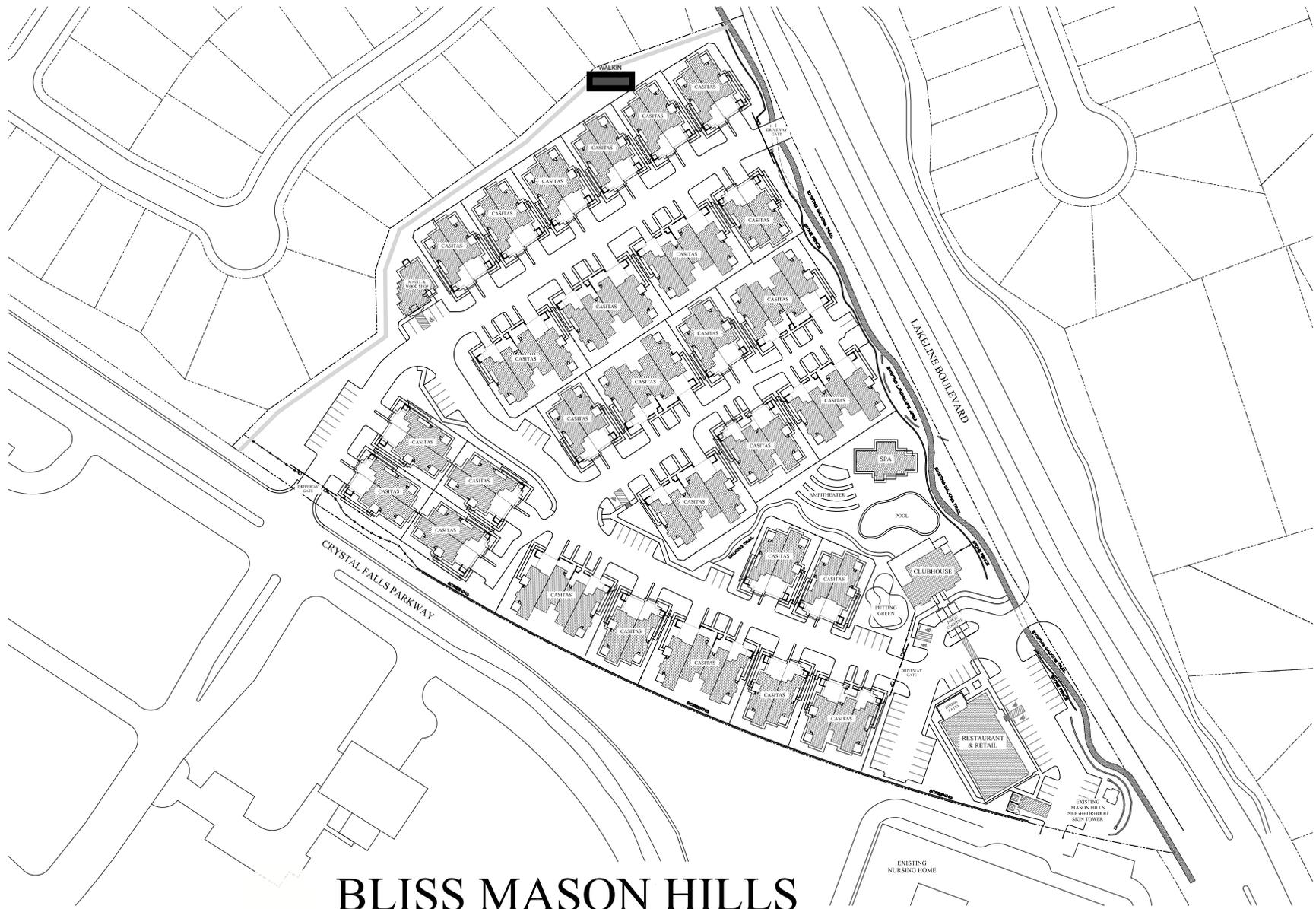
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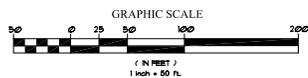
Fax: (512) 327-2973



# BLISS MASON HILLS

SCHEMATIC SITE PLAN

07 MARCH 2016



**cornerstone architects**  
 7000 BEE CAVES RD., SUITE 200 AUSTIN TX 78746 (512) 329.0007 WWW.CORNERSTONEARCHITECTSLP.COM

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SCHEMATIC SITE DESIGN  
 BLISS MASON HILLS

**A100**

PROJECT NO. 15131  
 DRAWN BY: JFC  
 DATE: 03/07/16  
 CHECKED BY: JFC  
 PROJECT MGR: JFC

## EXHIBIT C: CONCEPTUAL SITE LAYOUT & LAND USE PLAN

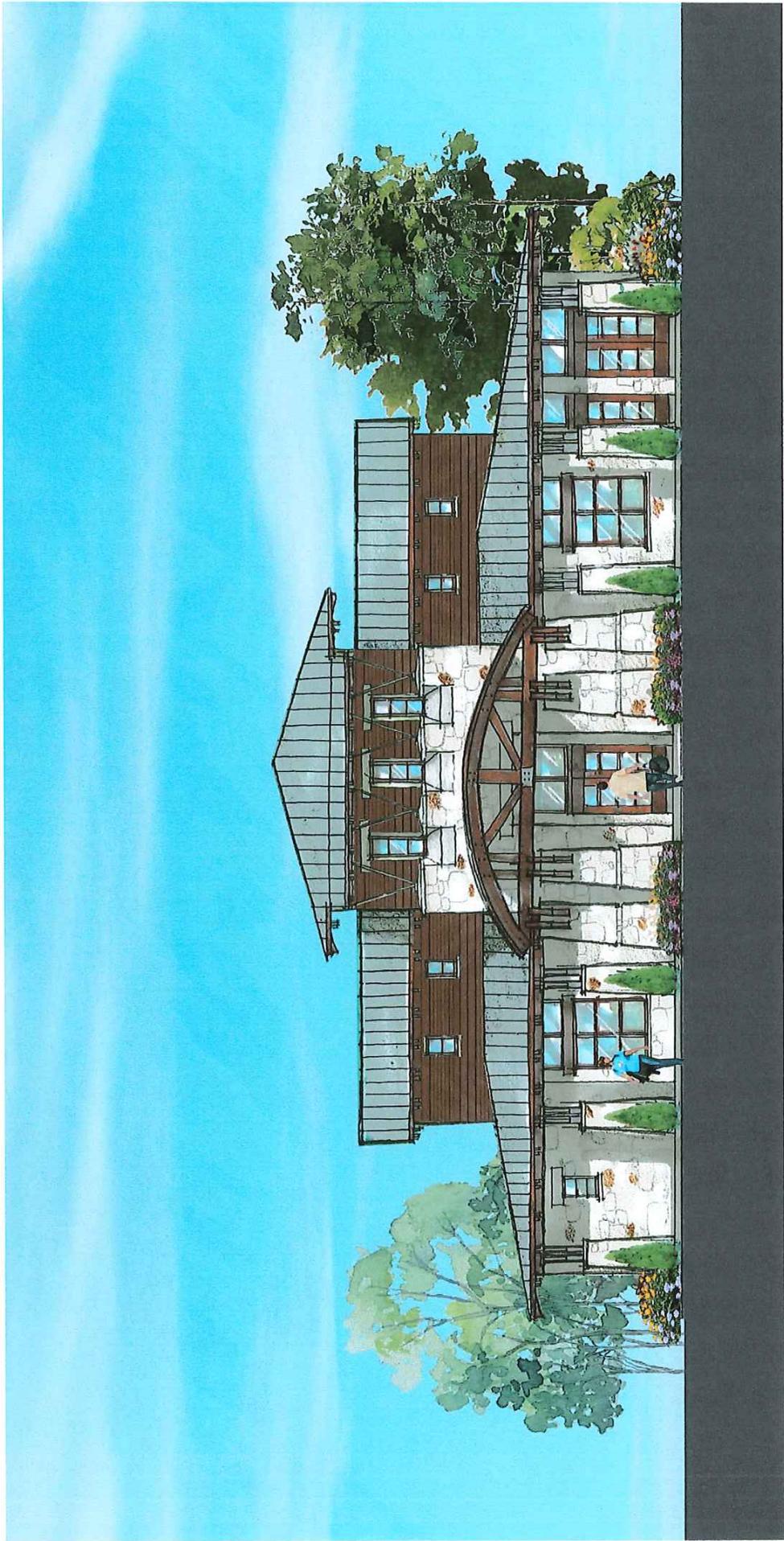
This document is conceptual and has not been reviewed for compliance with the Composite Zoning Ordinance, Subdivision Ordinance, or site development standards





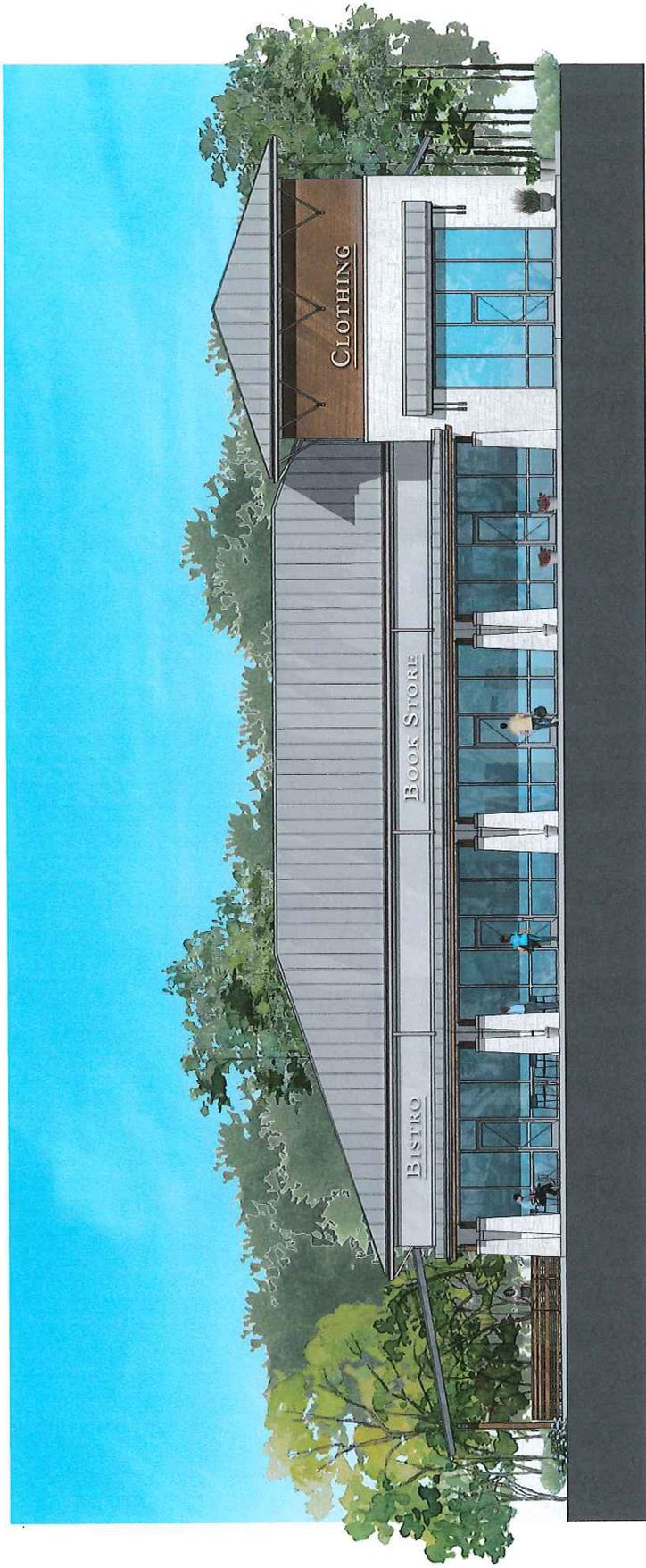
THE CASITAS AT BLISS MASON HILLS  
STREET ELEVATION

cornerstone  
architects



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architects

## BLISS MASON HILLS CLUBHOUSE



RETAIL CENTER AT BLISS MASON HILLS  
STREET ELEVATION



March 10, 2016

Ms. Robin Griffin, AICP  
Senior Planner  
City of Leander  
114 N. Brushy Street  
Leander, Texas 78641

RE: Bliss at Mason Hills Resort Living  
PUD Zoning Letter of Intent

Dear Ms. Griffin:

Please accept the following "Letter of Intent" to propose a Multi-family Senior Living Community development with adjustments to the Composite Zoning Ordinance, as required by the City of Leander's PUD zoning application.

The property consists of 10.88 acres located at the Northwest corner of the intersection of Lakeline Boulevard and Crystal Falls Boulevard, Leander, Texas. Bliss Resort Living at Mason Hills promises to be the premier age-restricted multifamily community in Central Texas consisting of up to 84 attached homes specifically designed for active single-household residents age 55 and better with amenities comparable to higher-end luxury resorts.

The gated multi-family portion of the site will consist of:

- At least 28 duplex, triplex, and fourplex single story casita buildings consisting of at least 18 one-bedroom units and 58 two-bedroom units averaging 1,165 square feet with one or two-car garages, spacious open-floor plans, personal outdoor living space, central heating and air conditioning, full sized washer and dryer hook-ups, and luxury finishes such as stainless steel appliances, granite and concrete countertops, wood grain and tile floors and home automation systems.
- Up to a 5,000 square foot clubhouse overlooking resort style pool and separate exercise and health facility. The grand entrance serves as the focal point for the property and provides a strong sense of community.

The commercial portion of the project is to be +/-6,900 square feet of local commercial, office, or restaurant space that would be suitable as affiliated uses to the project. This area is not part of the gated multi-family community.

The general configuration, as shown in the enclosed illustrations will meet or exceed existing ordinances for the requested base zoning. The following list outlines some of the ways the proposed PUD is unique and enhances the multi-family living environment within the proposed district.

Ms. Robin Griffin, AICP

March 10, 2016

Page 2 of 2

- Downgrading from current zoning of GC-3-B to primarily MF-2-A with complimentary GC-2-A on the south side of the property. The site plan purposely provides large areas of transition from North to South: from adjacent single family properties to the north, to single story duplexes, to more dense multi-family to single story local commercial, which will be adjacent to the Seton Healthcare facility under development to the South of the property.
- Enhanced Type "A" architecture standards beyond the City's Type "B" requirements typical for this type of development.
- Hill Country architecture that matches the existing architecture of both the Mason Hills and Crystal Falls communities, and includes extensive stone siding, stone columns and metal roofs on the prominent portions of the buildings.

Rock masonry wall along the property line that is adjacent to Lakeline Blvd.

- Site Plan development with the intent to preserve as many existing trees as possible.
- Enhanced safety within the community by providing a security controlled gated community.
- Private drives will be maintained by the community association.
- Programming to allow the senior residents to partner with the local elementary school on mentoring activities and other plans that will enhance the Crystal Falls and Mason Hills neighborhoods.
- Enhanced landscaping and screening will be provided along Crystal Falls Parkway.
- Garage or off-street parking for 100% of the single story "casitas."
- "Dark Sky" lighting throughout development in accordance with the Texas section of the International Dark-Sky Association.

We respectfully request staff support for the proposed change of zoning from GC-3-B to PUD. Should you have any questions or require additional information, please feel free to contact me.

Sincerely,

**BLISS AT MASON HILLS LLC**



Adam Diskin  
Managing Member

**ORDINANCE NO #**

**ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING SEVERAL PARCELS OF LAND FROM GC-3-B (GENERAL COMMERCIAL) TO PUD (PLANNED UNIT DEVELOPMENT); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.**

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

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

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

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

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

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

**Section 3. Applicability.** This ordinance applies to the following parcels of land, which is herein referred to as the "Property:" That certain parcels of land being 10.922 acres, more or less, located in Leander, Williamson County, Texas, being more particularly described in Exhibit "B", generally located to the northwest corner of Crystal Falls Pkwy and Lakeline Blvd; legally described as 10.922 acres more or less out of the Moses S. Hornsby Survey, Abstract 292, more particularly described in Document Number 2015093979 Official Public Records of Williamson County, Texas, and identified by tax identification numbers R526317, R526318 and R514375.

**Section 4. Property Rezoned.** The Zoning Ordinance is hereby amended by changing the zoning district for the Property from GC-3-B (General Commercial) to PUD (Planned Unit Development) known as the Bliss at Mason Hills PUD. The PUD shall be developed and occupied in accordance with this Ordinance, the PUD plan attached as Exhibits "A", "B", "C", "D", and "E" 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 2<sup>nd</sup> day of June, 2016.  
**FINALLY PASSED AND APPROVED** on this the 16<sup>th</sup> day of June, 2016.

**THE CITY OF LEANDER, TEXAS**

**ATTEST:**

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

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

## **Exhibit A**

### **Bliss Resort Living at Mason Hills Planned Unit Development**

#### **A. Purpose and Intent**

The property consists of 10.922 acres, as described in Exhibit B (Field Notes), located near the Northwest corner of the intersection of Lakeline Boulevard and Crystal Falls Boulevard, Leander, Texas. Bliss Resort Living at Mason Hills will be the premier multi-family community in Central Texas consisting of up to 84 units specifically designed with amenities comparable to higher-end luxury resorts. Scaling and massing of the buildings reflects the adjacent neighborhood and will be surrounded by tranquil gardens.

The contents of this PUD further explain and illustrate the overall appearance and function desired for this neighborhood. A Conceptual Site Layout and Land Use Plan has been attached to this PUD, Exhibit C, to illustrate the design intent for the property. The Conceptual Site Layout and Land Use Plan is intended to serve as a guide to illustrate the general neighborhood vision and design concept and is not intended to serve as a final site plan.

#### **B. Applicability and Base Zoning**

All aspects regarding the development of this PUD shall comply 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, a base zoning district has been selected from the Leander Composite Zoning Ordinance.

- *Base Districts: MF-2-A (Multi-Family) and LC-2-A (Local Commercial)*

The neighborhood within the PUD will comply with the modified development standards of this PUD. In the case that this PUD does not address a specific City requirement, the Leander Composite Zoning Ordinance shall apply. In the event of a conflict between this PUD and the base zoning district found in the Leander Composite Zoning Ordinance, this PUD shall control.

#### **C. Conceptual Site Layout and Land Use Plan**

Exhibit C attached is a conceptual development plan intended to visually convey the design intent for the Bliss Resort Living at Mason Hills project. 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.

Bliss Resort Living at Mason Hills project is comprised of a gated multi-family rental and commercial development, which will consist of:

1. ATTACHED UNITS: at least 17 duplex style, 2 triplex style, and 9 four-plex style, single story buildings, with an average size of 1,165 square feet and one or two car garages or adjacent parking areas (“Attached Units”).
2. MULTI-FAMILY CLUBHOUSE: Up to a 5,000 square foot clubhouse overlooking resort style pool and separate exercise and health facility that will be up to 2,000 square feet, for use by the multi-family residents (multi-family residents consists of the occupants of the Attached Units, their guests, potential residents, and guests invited by Bliss at Mason Hills management.
3. COMMERCIAL: The Commercial portion of the project is to be +/- 6,900 square feet of local commercial, retail, office, or restaurant space that would be suitable as affiliated uses to the project. This area is not part of the gated community.

**D. Allowable Use**

The use shall be single story Attached Homes in a multi-family residential development; as well as a mixed retail commercial building approximately 6,900 square feet in size. The maximum number of Attached Homes is 84.

**E. Lot Design Standards**

All building setbacks shall be twenty-five (25’) feet from the property line. All other setbacks shall comply with the Composite Zoning Ordinance.

**F. Drive Design**

The Bliss Senior Living at Mason Hills community will incorporate the following drive standards.

1. This project shall consist of private drives instead of public roadways. The pavement width shall be a minimum of 26 feet in width-face of curb to face of curb.
2. The access drive alignment, building pads and on street parking along the drives may vary to minimize disturbance to significant trees and natural topographic features. Private drives will be maintained by the community association.
3. The Attached Homes will be privately gated.
4. Drive lighting is required at the intersections between the internal drives and public streets. “Dark Sky” lighting will be provided throughout the development in accordance with the Texas section of the International Dark-Sky Association.
5. Sidewalks will be provided, and are already installed, along the property lines that are adjacent to N. Lakeline Blvd and Crystal Falls Pkwy.
6. A walking path will be provided along the northern property line and adjacent to the single family zoned property to the north. This walking path will connect N. Lakeline Boulevard and Crystal Falls Parkway.

**G. Architectural Criteria**

The site will comply with the Type A Architectural Component and Type 2 Site Component of the Composite Zoning Ordinance. The project will utilize the highest architectural standards defined by Type A. The project shall substantially comply with the renderings included as Exhibit D (Renderings) and shall utilize the following architectural standards.

**Attached Units**

Design Features:	5 different design features including: <ol style="list-style-type: none"> <li>1. Horizontal offsets – interior spaces are expressed as horizontal projections and varying roof plate heights.</li> <li>2. Recessed entry – primary entrance is set in from building facade</li> <li>3. Porches – each unit is provided with a covered porch.</li> <li>4. Awnings – each unit features one decorative awning with a standing seam roof and architecturally expressed brackets.</li> <li>5. Wing Wall – a low, stone wall ties into a wood gate and screen between the street and the courtyard adjacent to the unit entry.</li> </ol>
Exterior Materials:	Exterior surface area of walls will consist of 100% masonry, and only areas of the exterior surface area of walls that can't support the weight of stone or brick shall consist of painted or tinted stucco. <ul style="list-style-type: none"> <li>▪ Stone: native limestone in white and colors found in surrounding neighborhoods.</li> </ul> The roof will be a premium composition shingle at 4:12 slope, and standing seam metal roofing will be used on decorative awnings.
Window and Door Openings:	A minimum of 15% of the front primary building façade will consist of window or door openings. Glazing shall have a maximum exterior reflectivity of 20%.
Building Height:	Buildings shall not exceed a height of 35 feet.

**Commercial**

Design Features:	5 different design features including: <ol style="list-style-type: none"> <li>1. Breezeway – four of the storefront entrances on the front of the building are within a covered exterior space featuring tapered stone columns and expressed timber construction.</li> <li>2. Porches – a deep, wide covered porch is provided on the south end of the building for a potential outdoor dining space.</li> <li>3. Awnings – decorative awnings shade the storefront entrances on each side of the tower element.</li> <li>4. Varied roof heights – the breezeway and tower element roofs have different roof heights than the main roof.</li> <li>5. Premium roofing materials – all roofs and awnings will be standing seam metal.</li> </ol>
Exterior Materials:	At least 85% of the exterior surface area of walls will consist of masonry and no more than 50% of the exterior surface area of walls shall consist of painted or tinted stucco. The remaining exterior wall surface will be comprised of cementitious-fiber plank siding.

	<ul style="list-style-type: none"> <li>▪ Stone: native limestone in white and colors found in surrounding neighborhoods.</li> <li>▪ Stucco: to be determined, likely in a palette of browns, golds, grays and greens to reference the colors used in the duplexes.</li> <li>▪ Siding: used as an accent in a color to be determined, likely in a rich brown for a wood feel.</li> <li>▪ The roof will be standing seam metal at 4:12 slope.</li> </ul>
Window and Door Openings:	A minimum of 15% of the front primary building façade will consist of window or door openings. Glazing shall have a maximum exterior reflectivity of 20%.
Building Height:	Building shall not exceed a height of 35 feet.

**Multi-Family Clubhouse**

Design Features:	<p>6 different design features including:</p> <ol style="list-style-type: none"> <li>1. Porte-cochere – grand entrance at the front of the building where residents and visitors can meet their transportation out of the elements via a covered driveway drop-off area. The porte-cochere will feature tapered stone columns and expressed timber construction.</li> <li>2. Porches – a deep, wide covered porch is provided on the rear of the building for a potential outdoor living dining space.</li> <li>3. Recessed entry – the main entry is tucked into the building façade and connects to the porte-cochere.</li> <li>4. Architectural Details – decorative metal brackets and deep rooflines will be used on the roof elements.</li> <li>5. Varied roof heights – the porte-cochere has a different roof height than the main roof. All roofs and awnings will be standing seam metal.</li> </ol>
Exterior Materials:	<p>At least 85% of the exterior surface area of walls will consist of masonry and no more than 50% of the exterior surface area of walls shall consist of painted or tinted stucco. The remaining exterior wall surface will be comprised of cementitious-fiber plank siding.</p> <ul style="list-style-type: none"> <li>▪ Stone: native limestone in white and colors found in surrounding neighborhoods.</li> <li>▪ Stucco: to be determined, likely in a palette of browns, golds, grays and greens to reference the colors used in the duplexes.</li> <li>▪ Siding: used as an accent in a color to be determined, likely in a rich brown for a wood feel.</li> <li>▪ The roof will be standing seam metal at 4:12 slope.</li> </ul>

Window and Door Openings:	A minimum of 15% of the front primary building façade will consist of window or door openings. Glazing shall have a maximum exterior reflectivity of 20%.
Building Height:	Building shall not exceed a height of 35 feet.

## Parking Requirements

### 1. Attached Units

- Each duplex shall include one single car garage and one two-car garage.
- Each triplex and fourplex shall include one single car garage and one two-car garage. Parking for the 1-bedroom units of the triplex and fourplex buildings shall have at least 1.25 spaces per unit.
- Garage parking will be provided for at least 60% of the Attached Units, exceeding the ordinance requirement of 35% of the Attached Units having garage parking.
- As long as the units are rented to a head of household or spouse that is at least fifty-five (55) years of age, the off-street parking may be reduced as listed above. Should the property no longer be used for a senior project, then the off street parking requirements shall comply with the Composite Zoning Ordinance. An alternative parking plan shall be provided as part of the site development permit demonstrating that the parking requirements can be met should the use change. The owner of the property shall contact the City and notify the City of the property's change of use from a senior project.

### 2. Commercial

- The commercial space will have a parking ratio of 1 space per every 200 square feet.

### 3. Multi-family Clubhouse

- The multi-family clubhouse is only for the use of residents, their guests, potential residents and invited guests of the Bliss at Mason Hills management. While the use does not require any additional parking, 4 visitor/potential resident spaces will be provided.

## **H. Walls, Fencing and Landscaping**

1. Bliss Resort Living at Mason Hills will utilize a masonry wall that matches the existing walls already installed in the Mason Hills development along Lakeline Boulevard as described in Exhibit E (Lakeline Masonry Wall), and may utilize a combination of wrought iron or decorative tubular metal fencing, masonry posts and wrought iron or decorative tubular fencing, and landscape screening around the remaining multi-family portion of the site and where views into adjacent open space and buffers are desired. Full screening will be provided where the remaining multi-family portion of the site is adjacent to Crystal Falls Parkway, and the masonry wall along Lakeline Boulevard also provides full landscape screening.
2. Bliss Resort Living at Mason Hills shall comply with the applicable landscape standards for multi-family and local commercial districts as listed in Article VI of the Composite Zoning Ordinance.

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**Cunningham|Allen**

Engineers • Surveyors

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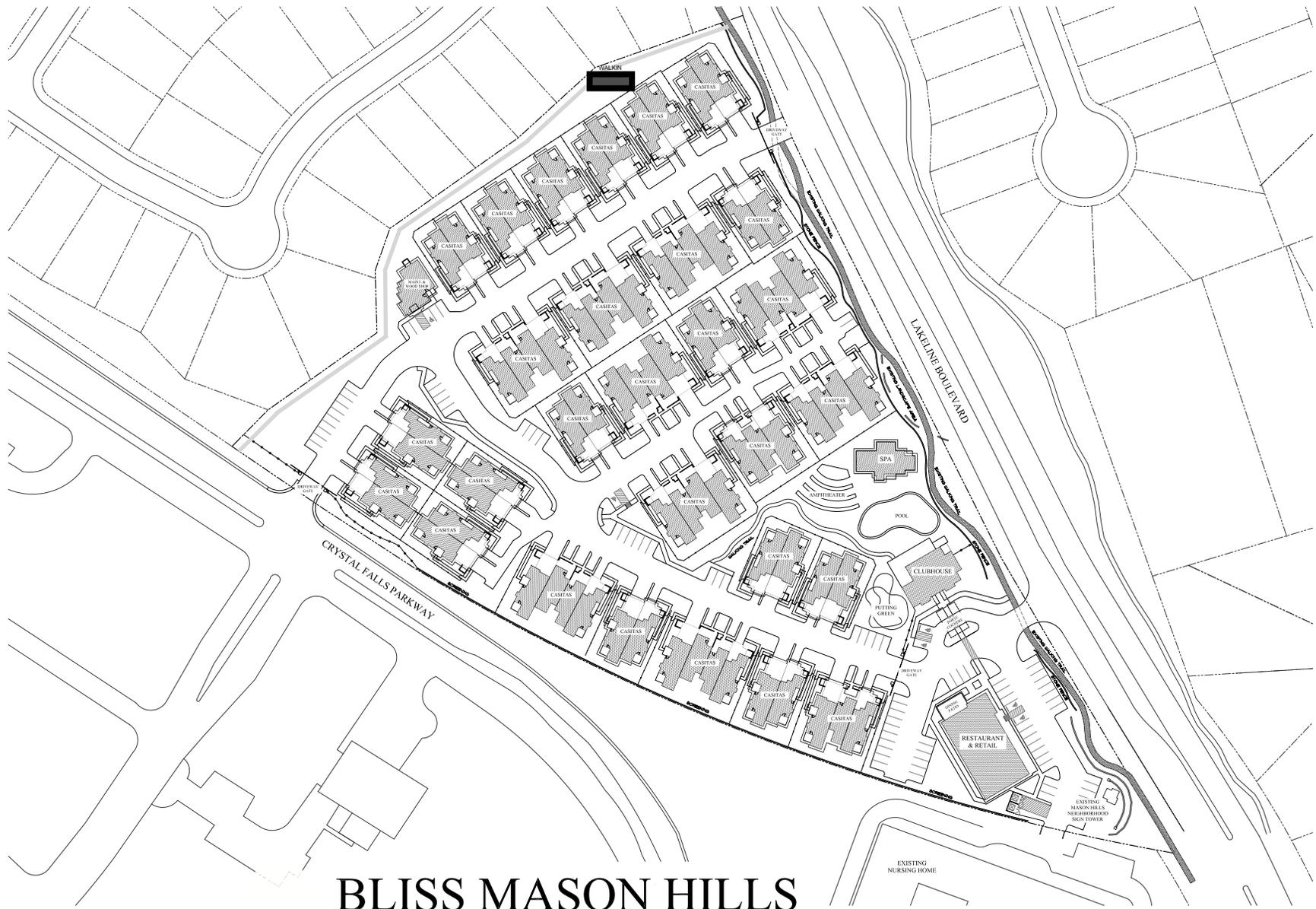
Austin, Texas 78746

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**Exhibit C**

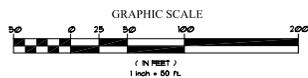
**Conceptual Site Layout**



# BLISS MASON HILLS

SCHEMATIC SITE PLAN

07 MARCH 2016



**cornerstone architects**  
 7000 BEE CAVES RD., SUITE 200 AUSTIN TX 78746 (512) 329.0007 WWW.CORNERSTONEARCHITECTSLP.COM

**CS**

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SCHEMATIC SITE DESIGN  
 BLISS MASON HILLS

**A100**

PROJECT NO. 15131  
 DRAWN BY: JFC  
 DATE: 03/07/16  
 CHECKED BY: JFC  
 PROJECT MGR: JFC

## EXHIBIT C: CONCEPTUAL SITE LAYOUT & LAND USE PLAN

This document is conceptual and has not been reviewed for compliance with the Composite Zoning Ordinance, Subdivision Ordinance, or site development standards

**Exhibit D**

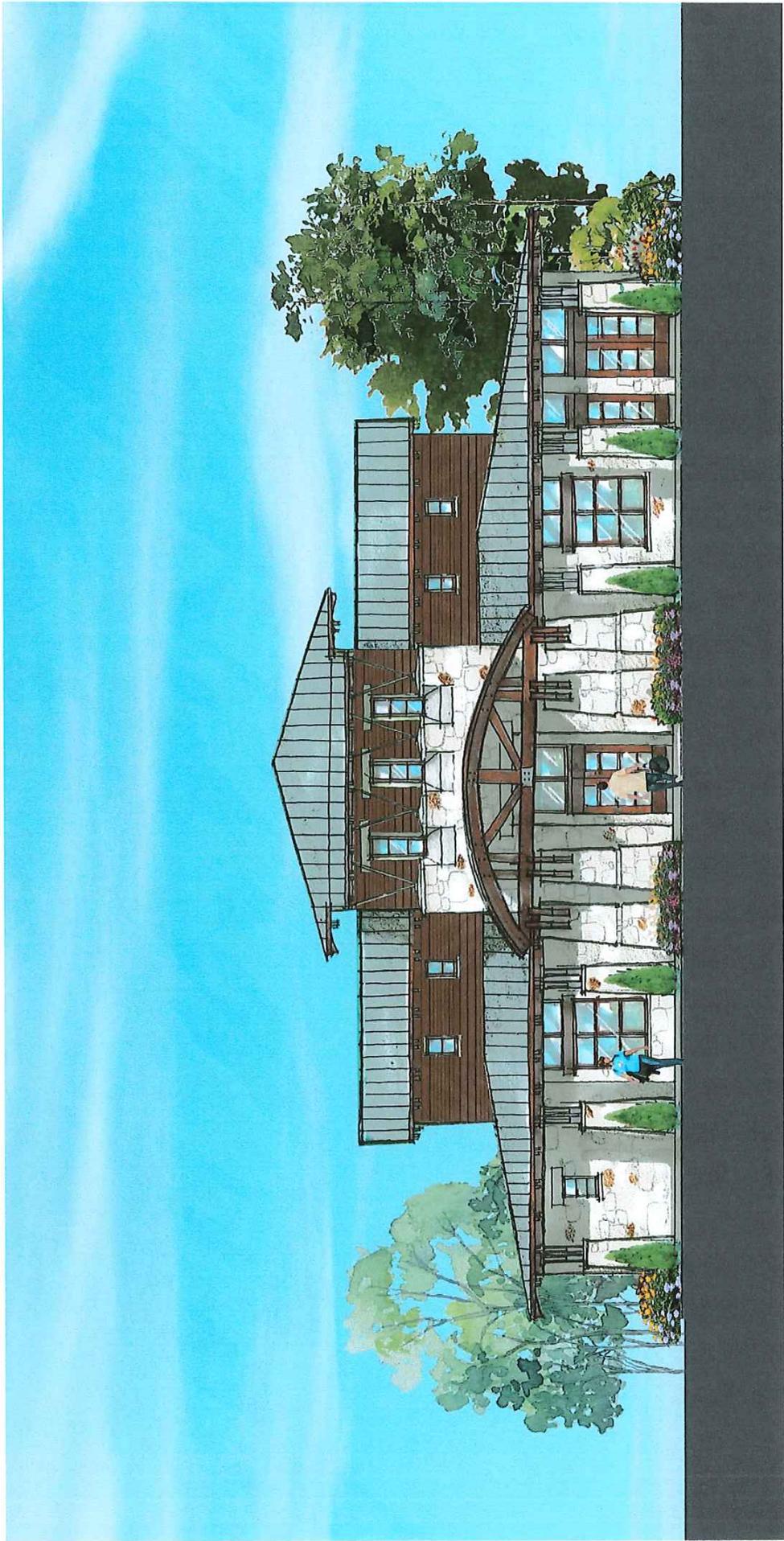
**Sample Renderings**





THE CASITAS AT BLISS MASON HILLS  
STREET ELEVATION

cornerstone  
architects



cornerstone  
architects

## BLISS MASON HILLS CLUBHOUSE



RETAIL CENTER AT BLISS MASON HILLS  
STREET ELEVATION

## Exhibit E

### Lakeline Masonry Wall

#### Single Width Limestone Screenwall Construction Details

##### Screenwall Design Details:

Limestone Screenwalls to match pattern and design already in Mason Hills. Limestone to be a blend of white, cream, tan, and caverock. Stone to be sawn at top and bottom. Stone pattern to consist of 4" and 8" tall stone placed in a random ashlar pattern. Stone at wall face to be placed flush vertically. Stone at back of wall to vary vertically with thickness of wall. No formal cap to be placed at top of wall. Mortar joints to range between minimum 3/8" to maximum 5/8". Mortar to be raked back approximately 1/4" to 1/2" from face of stone. Total wall height to average 6' tall above grade.

##### Screenwall Installation Details:

Concrete footing to include #5 rebar reinforcing with #3 stirrups at 18" on center. Drilled piers to be placed in footing as required by site conditions. If solid rock is encountered the footing will be doweled into rock with #5 rebar.

Post tension system

Post Tension System to be placed at 4' on center. System to be composed of a 5/8"x 18" J-Bolt, a 5/8" coupler, a 5/8" galvanized rod, and a galvanized steel washer with nut.



f) Consider Action

**Commissioner Hines moved to approve the Comprehensive Plan amendment per staff recommendation, Commissioner Means seconded the motion. Motion passed unanimously.**

12. Zoning Case 16-Z-011: Hold a public hearing and consider action on the rezoning of 1.384 acres more or less out of the William W. Hornsby Survey, located at 14000 Nameless Road, TCAD ID 354061. Currently, the property is zoned Interim SFR-1-B (Single-Family Rural). The applicant is proposing to zone the property to LO-2-B (Local Office), Leander, Travis County, Texas. Applicant: James & Jody Giddens on behalf of 6J Family Limited Partnership/6J GP, LLC (General Partner).

a) a) Staff Presentation

**Martin Siwek, Planner, discussed the purpose for the zoning request.**

b) Applicant Presentation

**James and Jody Giddens were present for questions and explained what was on the property now and the reason for the zoning request.**

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 Schwendenmann moved to approve the zoning request of LO-2-B (Local Office), Commissioner Hines seconded the motion. Motion passed unanimously.**

13. **Zoning Case 16-Z-009**: Hold a public hearing and consider action on the rezoning of 10.922 acres more or less out of the M.S. Hornsby Survey, generally located to the northwest corner of Crystal Falls Pkwy and Lakeline Blvd, WCAD ID R526317, R526318, & R514375. Currently, the property is zoned GC-3-B (General Commercial). The applicant is proposing to zone the property to PUD (Planned Unit Development) with base zoning districts of MF-2-A (Multi-Family) and LC-2-A (Local Commercial), Leander, Williamson County, Texas. Applicant: Adam Diskin on behalf of Bliss at Mason Hills, LLC.

a) Staff Presentation

**Robin Griffin, Senior Planner, discussed the purpose for the zoning request and discussed staff recommendations.**

b) Applicant Presentation

**Jeff Sweazea explained the reason for the zoning request and answered Commissioners questions.**

c) Open Public Hearing

**Chair Sokol opened the public hearing  
Addie Sassman spoke against.**

d) Close Public Hearing

**Chair Sokol closed the public hearing.**

e) Discussion

**Discussion took place.**

f) Consider Action

**Commissioner Schwendenmann moved to approve the zoning request of PUD (Planned Unit Development) with base zoning districts of MF-2-A (Multi-Family) and LC-2-A (Local Commercial), with the following conditions:**

- 1. The sidewalk connecting Lakeline Blvd and Crystal Falls Pkwy shall be constructed of concrete and match the Lakeline Blvd sidewalk width. The intersections of the new sidewalk with the sidewalks on Lakeline and Crystal Falls shall be designed as "y" intersections instead of "t" intersections if feasible.**
- 2. Update the masonry requirements for the residential buildings to include a limit of 35% stucco.**

**Commissioner Hines seconded the motion. Motion passed 5 to 1 with Commissioner Means opposing.**

Meeting Adjourned at 8:15 pm

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Chairman Sokol

ATTEST:

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Ellen Pizalate, Secretary



**Executive Summary**

**June 02, 2016**

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**Agenda Subject:** Zoning Case 16-Z-011: Hold a public hearing and consider action on the rezoning of 1.384 acres more or less out of the William W. Hornsby Survey, located at 14000 Nameless Road, TCAD ID 354061. Currently, the property is zoned Interim SFR-1-B (Single-Family Rural). The applicant is proposing to zone the property to LO-2-B (Local Office), Leander, Williamson County, Texas.

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

**Origination:** Applicant: James & Jody Giddens on behalf of 6J Family Limited Partnership/6J GP, LLC (General Partner).

**Financial Consideration:** None

**Recommendation:** See Planning Analysis. The Planning & Zoning Commission unanimously recommended approval of the LO-2-B (Local Office) zoning district at the May 26, 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 26, 2016

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

05/27/2016



## PLANNING ANALYSIS

ZONING CASE 16-Z-011

Gidden's Office

### GENERAL INFORMATION

**Owner:** 6J Family LTD Partnership/ 6J GP, LLC

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

**Proposed Zoning:** LO-2-B (Local Office)

**Size and Location:** The property is located at 14000 Nameless Road for 1.384 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	Vacant Property
SOUTH	Interim SFR-1-B	Vacant Property
WEST	Interim SFR-1-B	Established Single Family Home

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

**USE COMPONENTS:****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.

**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 1<sup>st</sup> 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.
- Consider both the land use pattern and roadway design in the development and redevelopment of corridors.

## LAND USE POLICIES

### 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:

The applicant is requesting to rezone the property from Interim SFR-1-B (Single-Family Rural) to LO-2-B (Local Office). The properties to the north, east, and south are vacant, while the property to the west is an established single family home. This portion of nameless road was annexed into the City in 2006.

The use component of LO permits a variety of professional office and low intensity non-residential uses such as places of worship, community centers, day cares, group homes, libraries, museums, and veterinarian offices. The hours of operation of the LO district are limited to the public from 7:00 a.m. – 11:00 p.m. Sunday thru Thursday, and 7:00 a.m. – 11:00 p.m. Friday and Saturday.

The applicant's proposed Type 2 site component is to 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.

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 35 ft with a maximum of 45 ft with increased building setbacks.

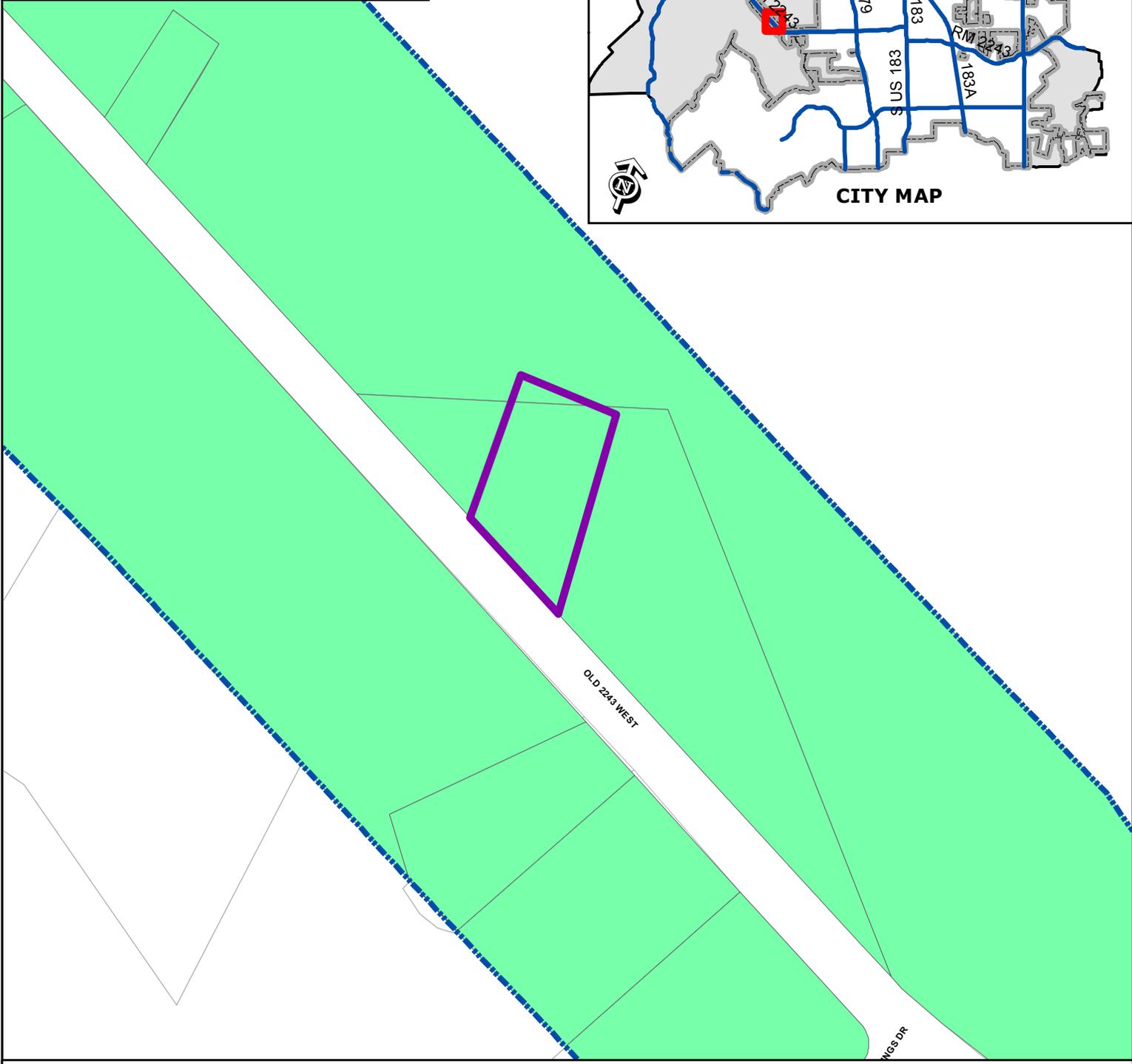
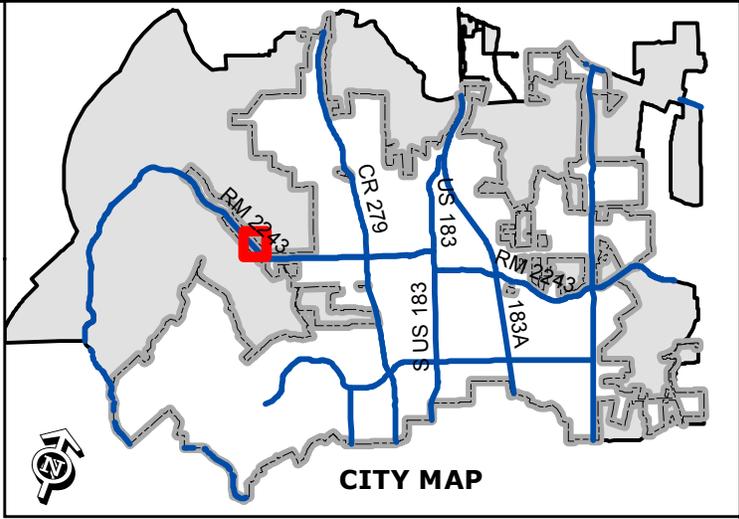
This property is located in the Mixed Use corridor designation on the Future Land Use Plan. Mixed Use Corridors are to provide for a variety of high density residential types and low intensity and compatible non-residential uses such as schools, places of worship, and small

professional offices. This corridor designation permits TF, SFT, SFL, PUD, LO, and LC (at appropriate intersections).

**STAFF RECOMMENDATION:**

Staff recommends approval of the applicant's requested LO-2-B district. The applicant's request to rezone the property from Interim SFR-1-B to LO-2-B is in compliance with the City's Comprehensive Plan and intent statements of the Composite Zoning Ordinance.

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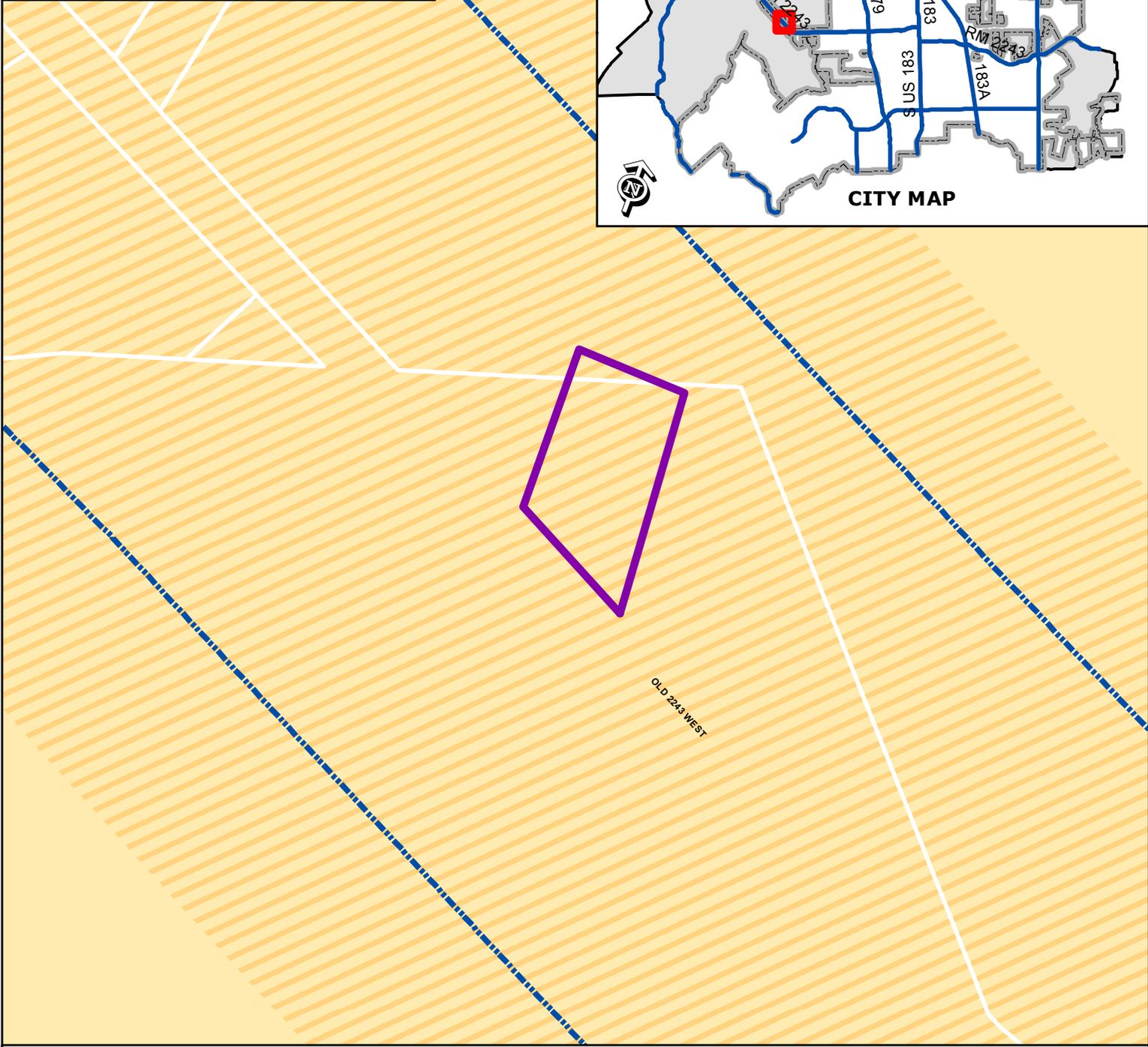
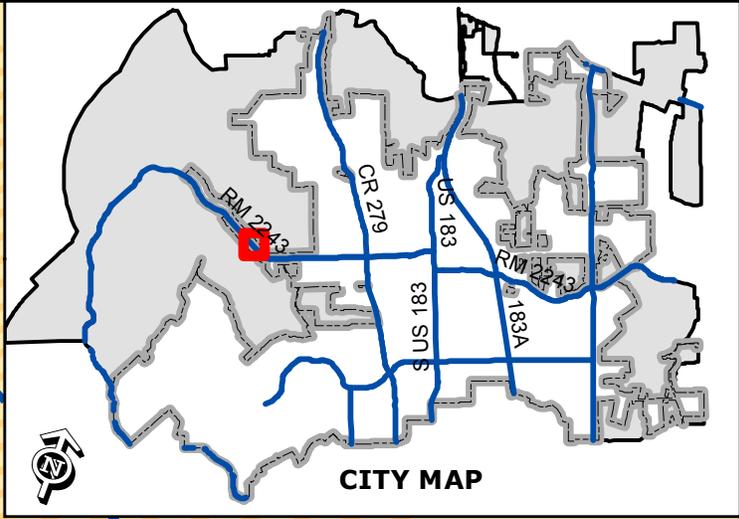
**ZONING CASE 16-Z-011 Attachment #2**

Current Zoning Map - Giddens Office

 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-011 Attachment #3**

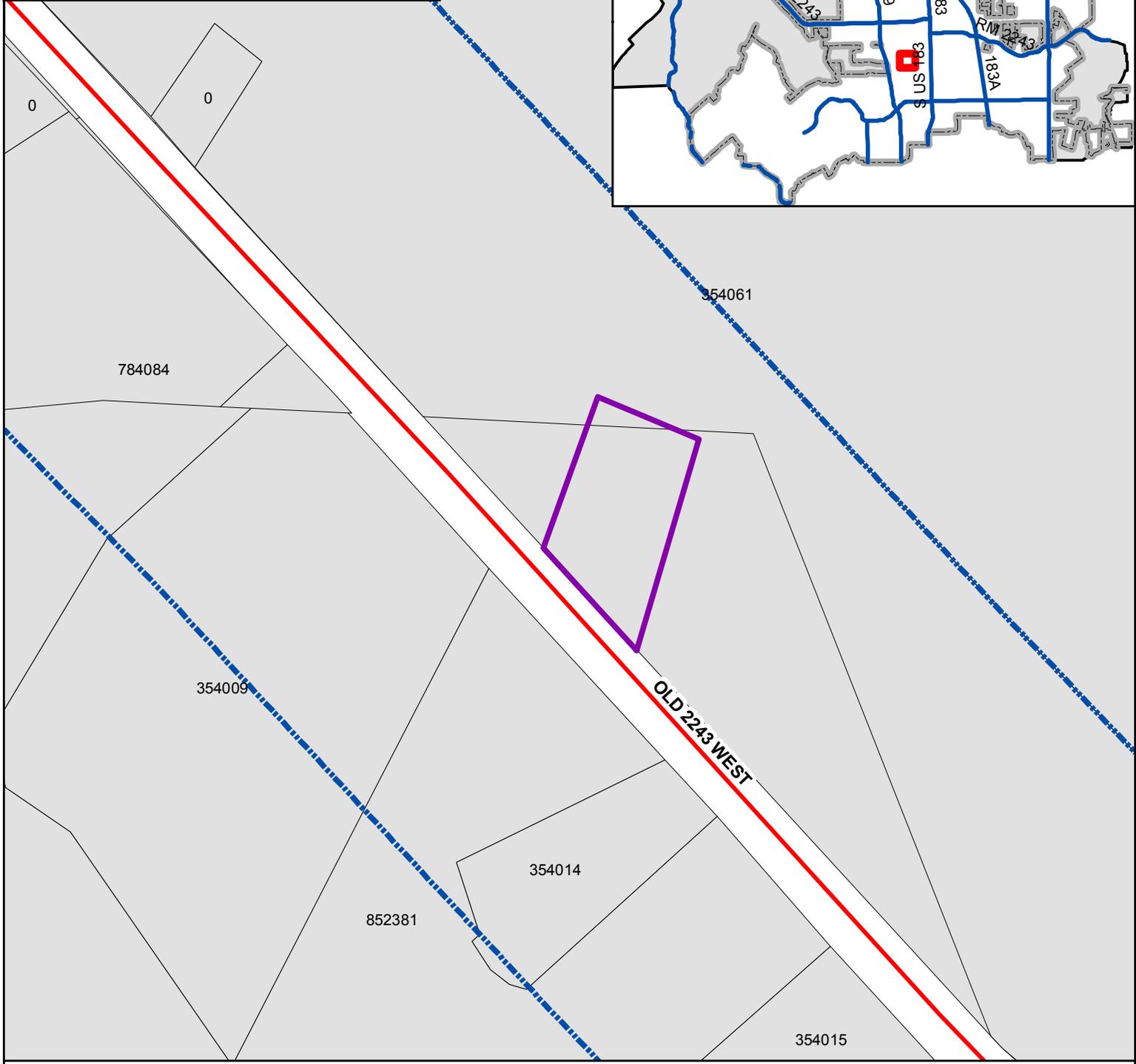
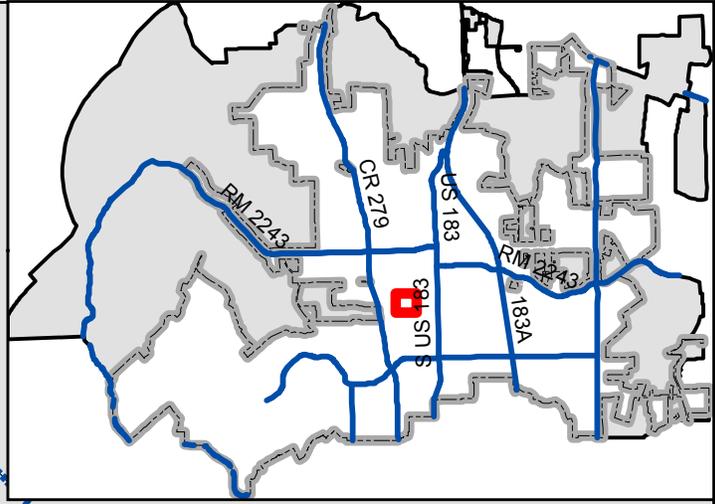
Future Land Use Map - Giddens Office

 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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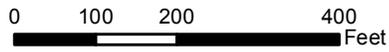


# ZONING CASE 16-Z-011

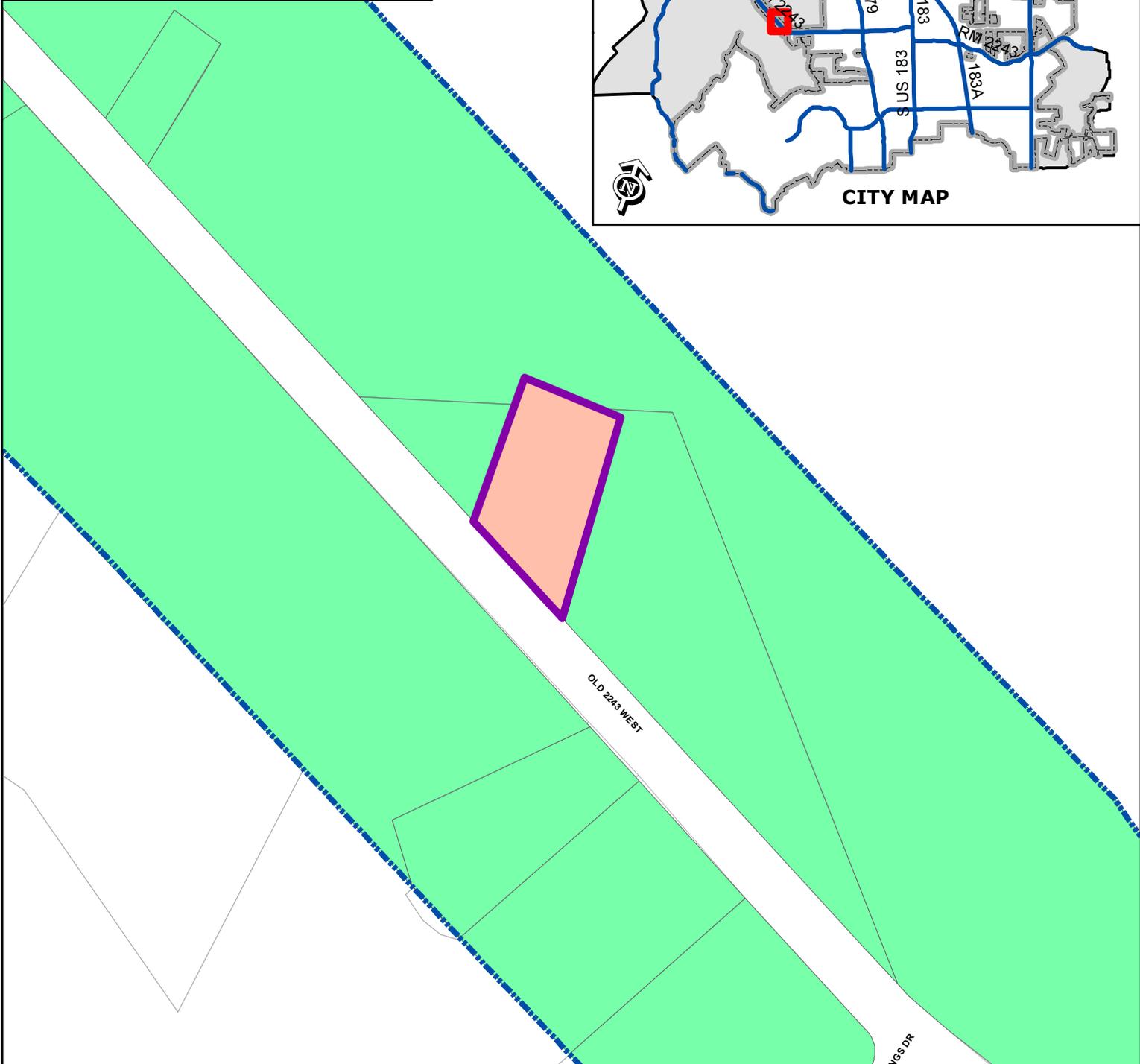
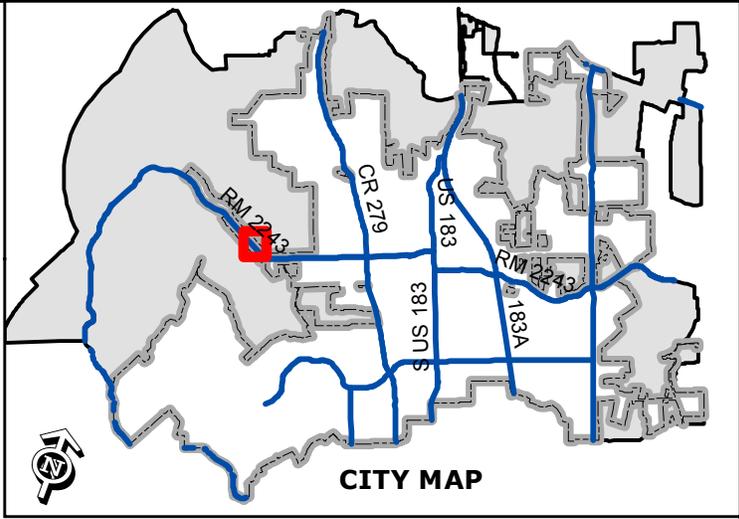
## Attachment #4

Notification Map  
Giddens Office

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



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**ZONING CASE 16-Z-011 Attachment #5**

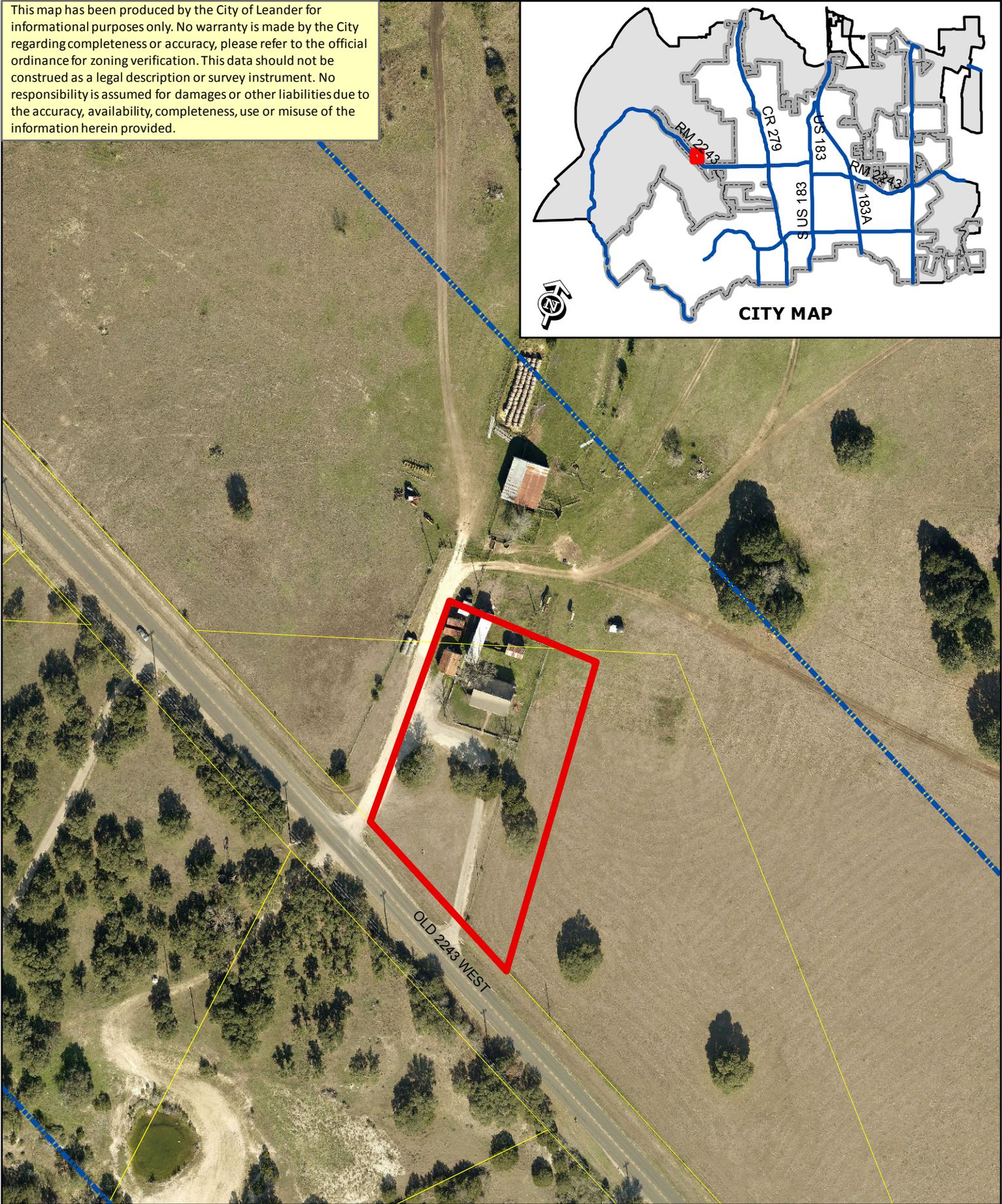
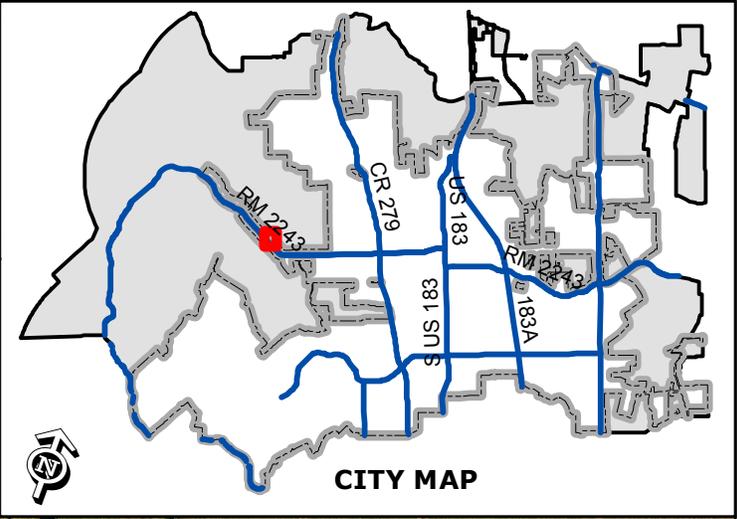
Proposed Zoning Map - Giddens Office

 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


0 200  
Feet

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### ZONING CASE 16-Z-011 Attachment #6

Aerial Exhibit - Approximate Boundaries  
Giddens Office



-  Subject Property
-  City Limits

LETTER OF INTENT

ZONING CHANGE REQUEST

GIDDENS OFFICE BUILDING

JAMES GIDDENS IS PROPOSING TO BUILD AN OFFICE BUILDING ON THE PROPERTY. WE ARE PLANNING ON STARTING THE BUILDING THIS SUMMER AND FINISHING IT AS SOON AS POSSIBLE.

**ORDINANCE NO #**

**ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING A PORTION OF A PARCEL FROM INTERIM SFR-1-B (SINGLE-FAMILY RURAL) TO LO-2-B (LOCAL OFFICE); 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 being 1.384 acres, more or less, located in Leander, Travis County, Texas, being more particularly described in Exhibit "A", located at 14000 Nameless Road; Travis County, Texas; more particularly described in instrument number 2009004728, recorded in the Travis County Official Public Records; identified by Travis County tax identification number 354061.

**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 LO-2-B (Local Office), 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 19<sup>th</sup> day of May, 2016.  
**FINALLY PASSED AND APPROVED** on this the 2<sup>nd</sup> day of June, 2016.

**THE CITY OF LEANDER, TEXAS**

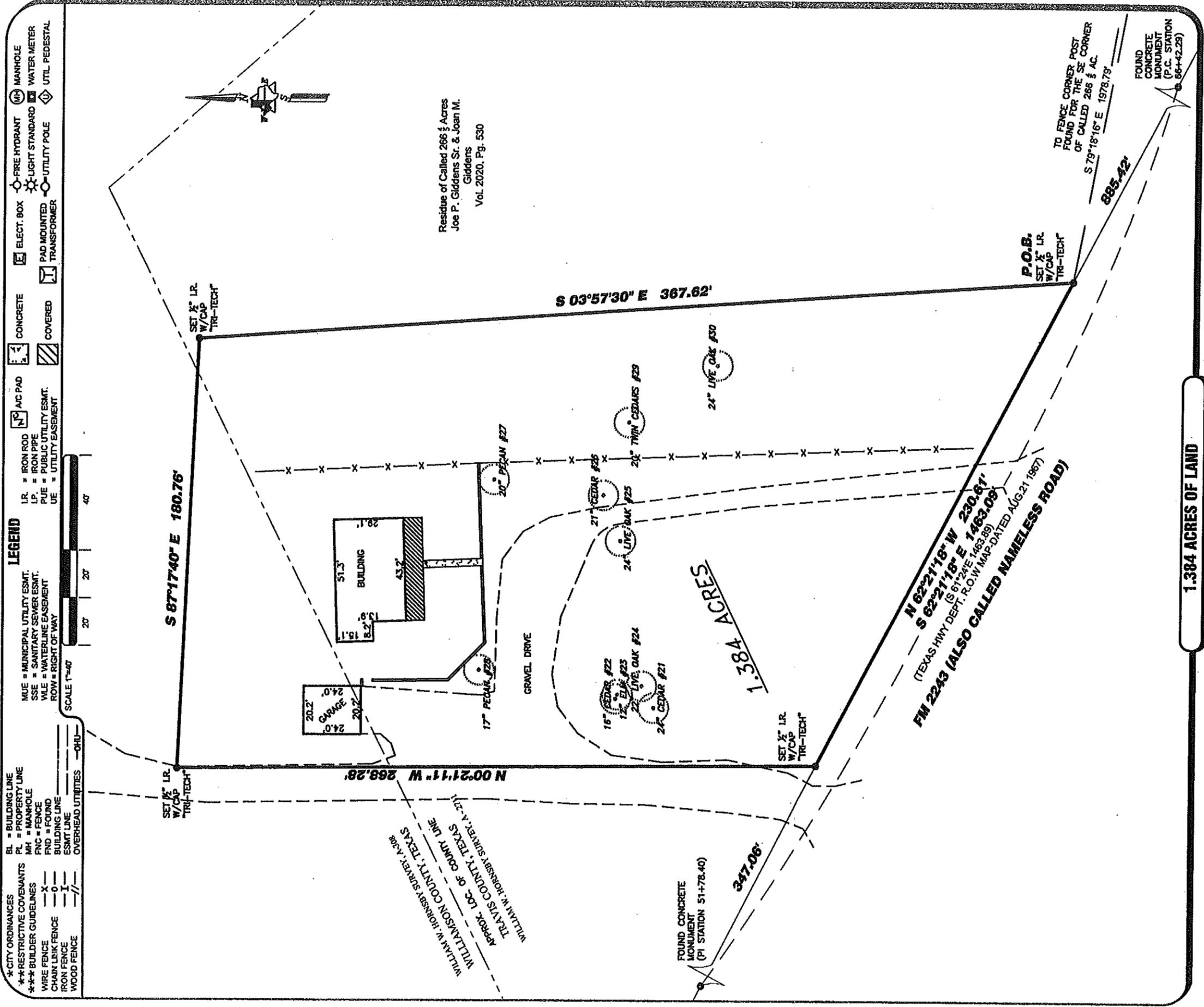
**ATTEST:**

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Christopher Fielder, Mayor

---

Debbie Haile, City Secretary



- LEGEND**
- BL = BUILDING LINE
  - PL = PROPERTY LINE
  - MH = MANHOLE
  - FNC = FENCE
  - FND = FOUND
  - BUILDING LINE
  - ESMT LINE
  - OVERHEAD UTILITIES
  - OHU
  - MUE = MUNICIPAL UTILITY ESMT.
  - SSE = SANITARY SEWER ESMT.
  - WLE = WATERLINE ESMT.
  - ROW = RIGHT OF WAY
  - LR = IRON ROD
  - IP = IRON PIPE
  - PUE = PUBLIC UTILITY ESMT.
  - UE = UTILITY EASEMENT
  - CONCRETE
  - COVERED
  - AC PAD
  - CONCRETE
  - ELECT. BOX
  - FIRE HYDRANT
  - MANHOLE
  - LIGHT STANDARD
  - UTILITY POLE
  - UTILITY PEDESTAL
  - PAD MOUNTED TRANSFORMER
- SCALE 1"=40'
- 20' 20' 20' 40'

**PROPERTY INFORMATION**

**1.384 ACRES OF LAND, LOCATED IN THE WILLIAM W. HORNSBY SURVEY, A-308, WILLIAMSON COUNTY, TEXAS, TEXAS.**

BEING A PART OF THAT SAME LAND CONVEYED AS 266 1/2 ACRES IN A DEED FROM LOIS F. & ELIZABETH GIDDENS TO JOE P. GIDDENS SR. & JOAN M. GIDDENS, DATED JUNE 4, 1991, RECORDED IN VOLUME 2020, PAGE 530 OF THE WILLIAMSON COUNTY DEED RECORDS.

**DRAWING INFORMATION**

TT JOB NO: SMS-GID-203-16  
 CLIENT JOB NO: N/A  
 DRAWN BY: ILV  
 BEARING BASE: TEXAS STATE PLANE, CENTRAL ZONE  
 DATE: 4-1-16

**NOTES:**

ALL EASEMENTS AND BUILDING LINES SHOWN ARE PER THE RECORDED PLAT UNLESS OTHERWISE NOTED.  
 NOTE: PROPERTY SUBJECT TO RECORDED RESTRICTIONS, REGULATIONS, & ORDINANCES, IF ANY.  
 RESTRICTIVE COVENANTS AND EASEMENTS AS DEFINED PER PLAT RECORDED IN VOL. 2020 PG. 530 OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.  
 ALL BUILDING LINES, RECORDED EASEMENTS, UNRECORDED EASEMENTS, BUILDING RESTRICTIONS (DEED RESTRICTIONS, ETC.), AND ZONING ORDINANCES, IF ANY, THAT AFFECT SUBJECT PROPERTY SHOULD BE VERIFIED.  
 OWNER/BUILDER MUST VERIFY MINIMUM PROPOSED FINISHED FLOOR REQUIREMENTS OF F.E.M.A. AND/OR LOCAL GOVERNMENT AUTHORITIES, INCLUDING APPLICABLE BENCHMARK DATUM AND ADJUSTMENT, PRIOR TO PLANNING AND/OR CONSTRUCTION.  
 THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AT THE REQUEST OF GIDDEN HOMES AND MAY NOT SHOW ALL ENCUMBRANCES OF RECORD. THE BUILDER MUST VERIFY ALL BUILDING LINES, EASEMENTS, RESTRICTIONS AND ORDINANCES, IF ANY, THAT MAY AFFECT SUBJECT PROPERTY PRIOR TO STARTING CONSTRUCTION. THIS PLAT PLAN DOES NOT CONSTITUTE A TITLE SEARCH BY THE SURVEYOR. SURVEYOR RECOMMENDED A CURRENT TITLE REPORT SHOULD HAVE BEEN OBTAINED.  
 THIS PLAT PLAN DOES NOT ADDRESS EAVES, GUTTERS OR OTHER OVERHANGING STRUCTURE FEATURES, WHICH MAY PROTRUDE OVER BOUNDARY, EASEMENTS AND/OR BUILDING LINES, UNLESS OTHERWISE SHOWN HEREON.  
 THE SURVEY COMPANY IS NOT RESPONSIBLE OR LIABLE FOR ANY CONSTRUCTION COST OR REIMBURSEMENT TO BUILDER FOR ADDITIONAL IMPROVEMENTS SHOWN OR NOT SHOWN ON SAID PLAT PLAN. THE MAIN PURPOSE OF A PLAT PLAN IS TO ESTABLISH PLACEMENT OF THE DWELLING ON THE SUBJECT PROPERTY TO AVOID ENCROACHMENTS. BUILDER SHOULD VERIFY ALL QUANTITIES AND PLACEMENT OF ALL IMPROVEMENTS.

**REVISIONS**

NO.	DATE	REASON	BY

**CERTIFICATION**

I, the undersigned registered professional land surveyor, do hereby state that the plat shown hereon represents a boundary survey made on the ground under my supervision of the tract or parcel of land, according to the map or plat thereof, indicated hereon.

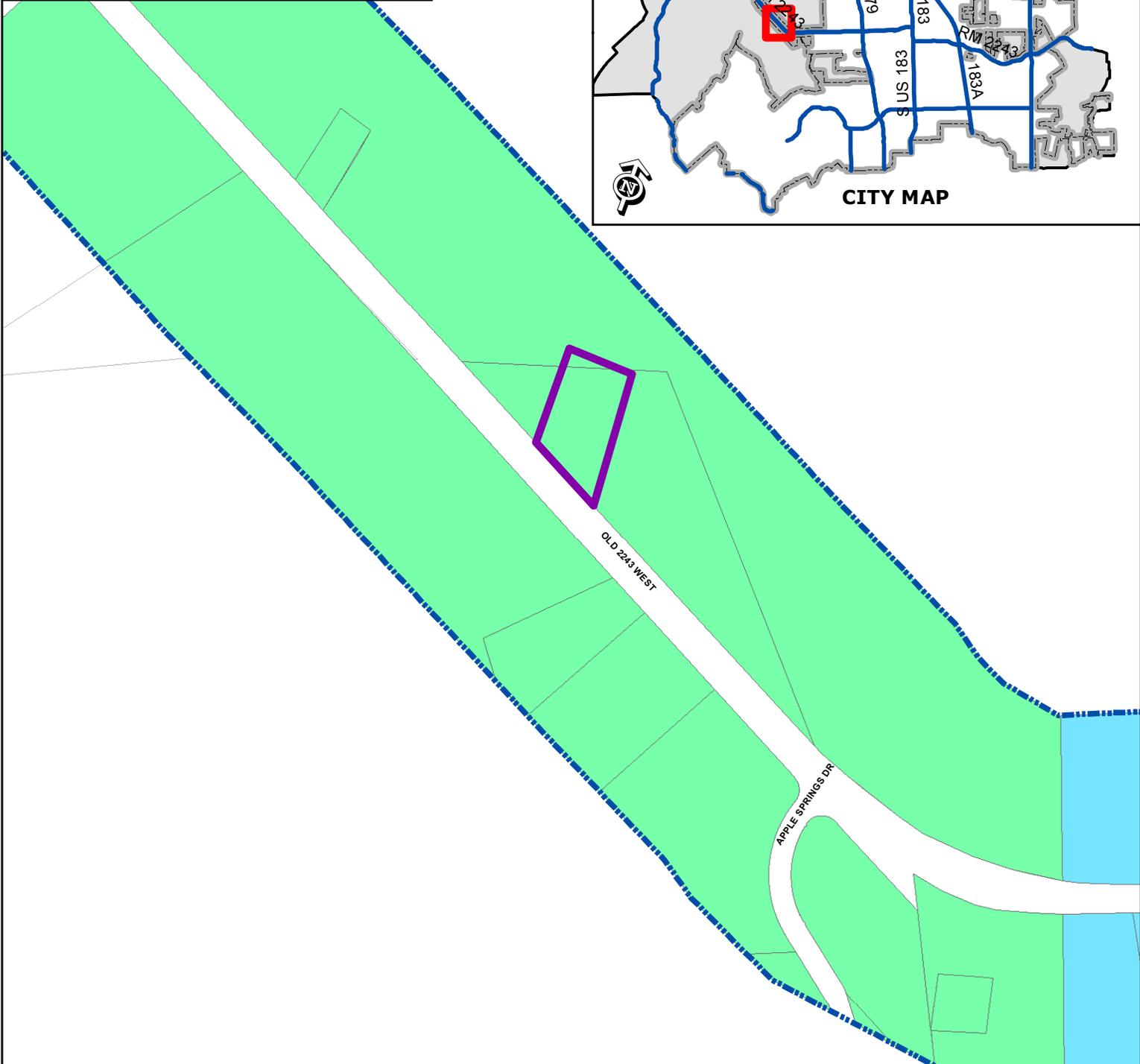
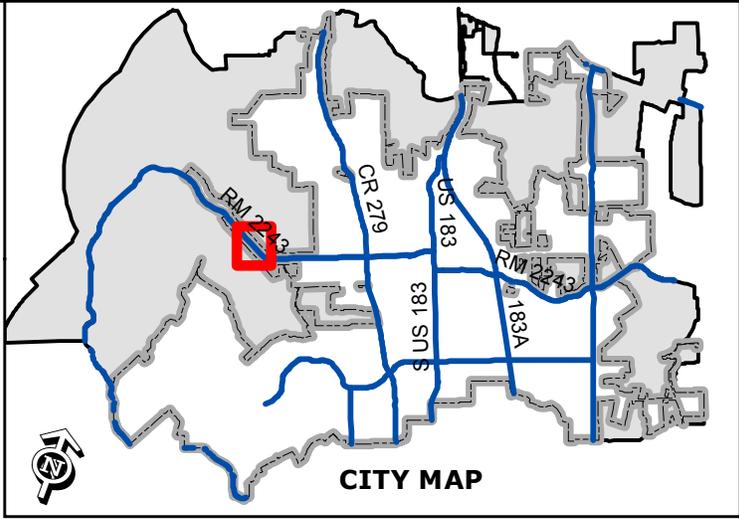
THIS SURVEY IS VALID FOR THIS TRANSACTION ONLY.  
 THIS SURVEY IS INVALID WITHOUT THE ORIGINAL EMBOSSED SURVEYOR'S SEAL AND SIGNATURE.  
 © 2016 TRI-TECH SURVEYING COMPANY, L.P.

**TRI-TECH SURVEYING CO., L.P.**  
 Firm Reg. Number 10185729  
 W.W. SURVEYING COMPANY, L.P.  
 100 E. San Antonio St. Ste. 100 Phone: (512) 440-0222  
 San Marcos, Texas 78666 Fax: (512) 440-0224

**DOROTHY J. TAYLOR**  
 REGISTERED PROFESSIONAL LAND SURVEYOR  
 STATE OF TEXAS  
 No. 6295

4-1-16

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**ZONING CASE 16-Z-011 Exhibit B**

Zoning Map Giddens Office

 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


0 200  
Feet

f) Consider Action

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b) Applicant Presentation

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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 Schwendenmann moved to approve the zoning request of LO-2-B (Local Office), Commissioner Hines seconded the motion. Motion passed unanimously.**

13. Zoning Case 16-Z-009: Hold a public hearing and consider action on the rezoning of 10.922 acres more or less out of the M.S. Hornsby Survey, generally located to the northwest corner of Crystal Falls Pkwy and Lakeline Blvd, WCAD ID R526317, R526318, & R514375. Currently, the property is zoned GC-3-B (General Commercial). The applicant is proposing to zone the property to PUD (Planned Unit Development) with base zoning districts of MF-2-A (Multi-Family) and LC-2-A (Local Commercial), Leander, Williamson County, Texas. Applicant: Adam Diskin on behalf of Bliss at Mason Hills, LLC.

a) Staff Presentation

**Robin Griffin, Senior Planner, discussed the purpose for the zoning request and discussed staff recommendations.**

b) Applicant Presentation

**Jeff Sweazea explained the reason for the zoning request and answered Commissioners questions.**

c) Open Public Hearing

**Chair Sokol opened the public hearing  
Addie Sassman spoke against.**



**Executive Summary**

**June 02, 2016**

- 
- Agenda Subject:** Comprehensive Plan Amendment Case 16-TOD-CPA-001: Hold a public hearing and consider action on a Comprehensive Plan amendment requesting a change to the Transportation Plan. The applicant is proposing to remove proposed collector roadway C12 from the Transportation Plan. This roadway is located between Broade Street and US 183 to the north of San Gabriel Pkwy; Leander, Williamson County, Texas.
- Background:** A Comprehensive Plan Amendment is required for the applicant to request a change to the Transportation Plan. This request is the final step in the Comprehensive Plan Amendment process.
- Origination:** Applicant Angelica Andersson on behalf of RSI Maya Vista LLC.
- Financial Consideration:** None
- Recommendation:** See Planning Analysis. The Planning & Zoning Commission unanimously recommended approval at the request at the May 26, 2016 meeting.
- Attachments:**
1. Planning Analysis
  2. Letter of Intent
  3. Current Transportation Plan
  4. Proposed Transportation Plan
  5. Ordinance
  6. Minutes-Planning & Zoning Commission May 26, 2016
- Prepared By:** Tom Yantis, AICP  
Assistant City Manager
- 05/26/2016



## PLANNING ANALYSIS

### COMPREHENSIVE PLAN AMENDMENT CASE 16-TOD-CPA-001

### TRANSPORTATION PLAN AMENDMENT

#### GENERAL INFORMATION

- Origination:** Applicant: Angelica Andersson on behalf of RSI Maya Vista LLC.
- Proposal:** The applicant is proposing to remove proposed collector roadway C12 from the Transportation Plan. This roadway connects Broade Street to US 183 and is located to the north of San Gabriel Parkway.
- Staff Contact:** Robin M. Griffin, AICP  
Senior Planner

#### COMPREHENSIVE PLAN STATEMENTS:

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

- Provide Opportunities for coordinated, well-planned growth and development that are consistent with the Comprehensive Plan.
- Provide for the coordinated and diverse growth and physical expansion of the City of Leander.

#### ANALYSIS:

The Transportation Plan was originally adopted by City Council in 2003 and the latest revision was completed in 2015. The intent of the Transportation Plan is to plan for the future road network for the City of Leander.

As an element of the Comprehensive Plan, the Transportation Plan may be amended following the process stipulated in the City Charter which states in part:

*The council may by ordinance, adopted by not less than five votes after a public hearing, amend the comprehensive plan. Amendments to the comprehensive plan may be initiated by the council, the planning commission, or the city manager; provided that all amendments shall be reviewed, considered and recommended for adoption in the same manner as for the original adoption of the comprehensive plan.*

Currently, the Transportation Plan includes the construction of collector roadway C12 that would connect Broade Street and US 183 N. This roadway is located within the Maya Vista Subdivision. The Composite Zoning Ordinance does not permit residential driveways to connect to collector class roadways.

The applicant is requesting to remove the C12 collector from the Transportation Plan as shown in Attachment 4.

The Subdivision Ordinance defines a collector street as “a street which collects traffic from local streets and serves as the most direct route to an arterial street and meeting the standards of the Transportation Criteria Manual.”

**STAFF RECOMMENDATION:**

Staff recommends approval of the proposed removal of collector roadway C12. This roadway is not necessary as a collector class roadway at this location. The City Engineering Department has reviewed this request and they are in support of the requested removal. If this request is approved, the roadway will still be constructed, but not at the collector roadway standards as far as ROW and pavement width.



April 27, 2016

Angelica Andersson  
RSI Communities, LLC  
9300 South IH 35, Ste A-500, #201  
Austin, Texas 78748

Robin Griffin  
Senior Planner  
City of Leander  
Planning Department  
P.O. Box 319  
Leander, Texas 78646

Re: Reduce Tulum Terrace to a Local Road-Letter of Intent

Dear Ms. Griffin:

The purpose of this "Letter of Intent" is to clarify the request being made with the Comprehensive Plan Amendment Application.

Maya Vista is a single-family detached residential subdivision that is guided by the Tylerville PUD. Two roads are currently classified as Collector roads, Broade Street and Tulum Terrace. All homes on Broade will be accessed from the rear in order to comply with the driveway interval restrictions.

Tulum Terrace, C12 on the Leander Transportation Plan, serves 22 residential lots and is a 900 foot long street that connects Broade Street to Highway 183. It has no possibility of ever continuing to the West due to an approved church development on the property adjacent to us to the west. We are requesting that Tulum Terrace be removed from the City's Transportation Plan, in order to be able to provide individual driveways to the homes that are planned for that short street. We would like for Council to consider taking that road from a collector road to a local road.

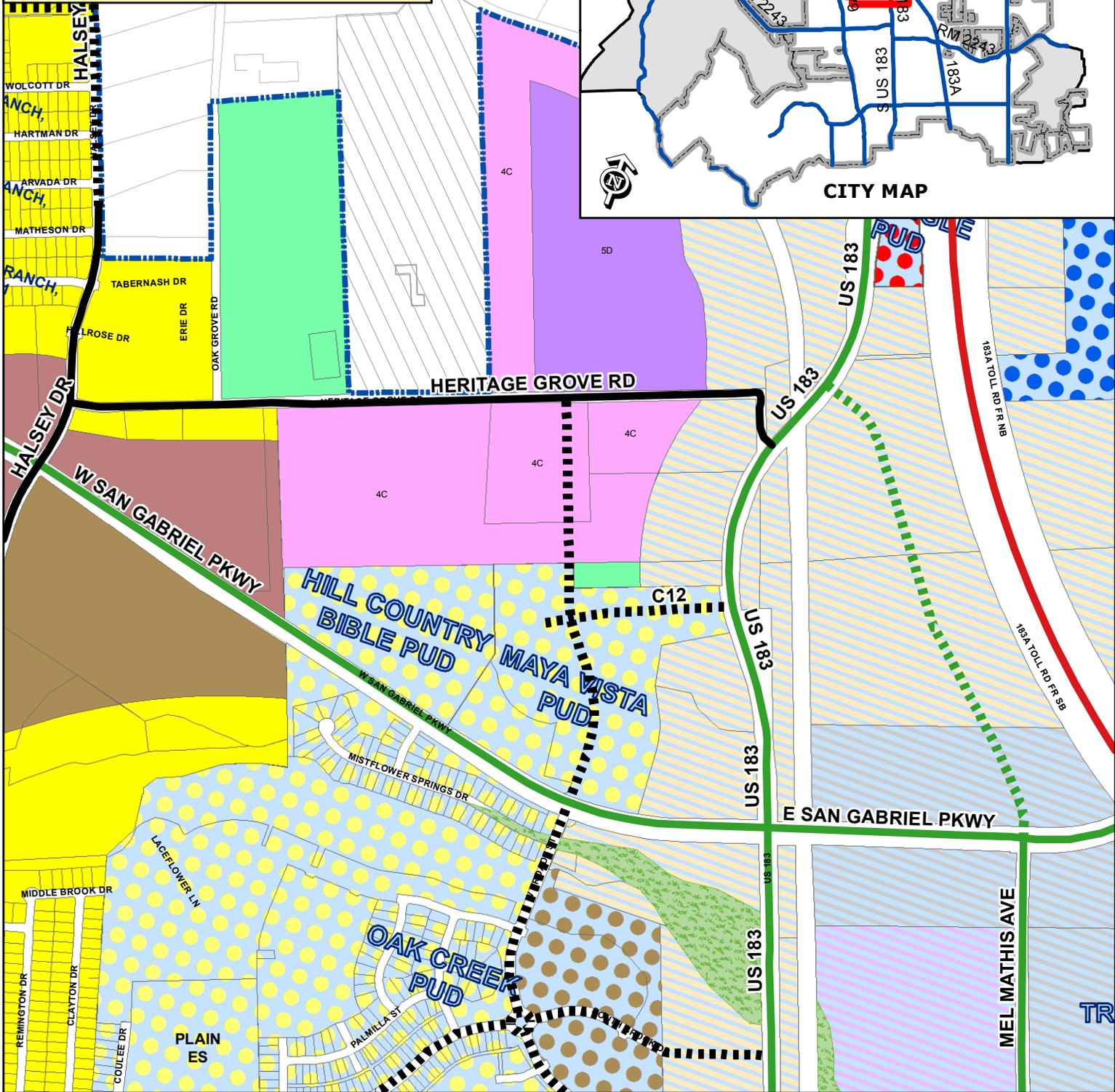
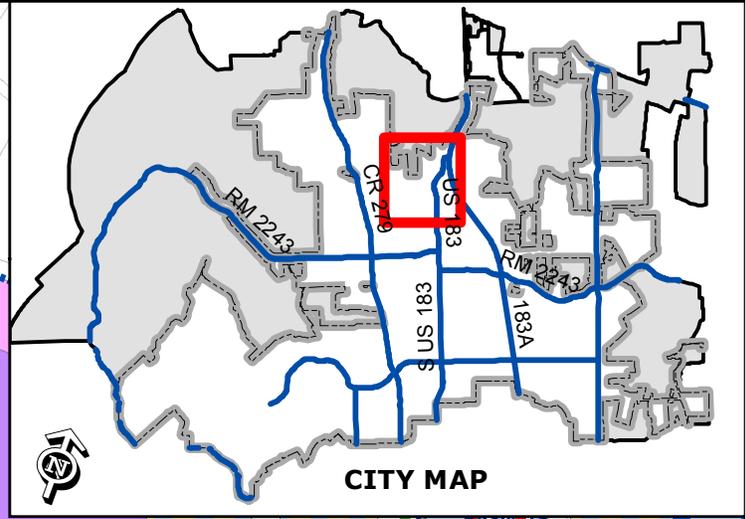
We are very excited about being part of Leander's growth and development. We look forward to working with the City of Leander Staff and City Council on this application.

Sincerely,

A handwritten signature in blue ink, appearing to read "Angelica Andersson", is written over the word "Sincerely,".

Angelica Andersson  
Project Manager, Development  
RSI Communities, LLC

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.



### COMP PLAN 16-TOD-CPA-001

#### Attachment #3

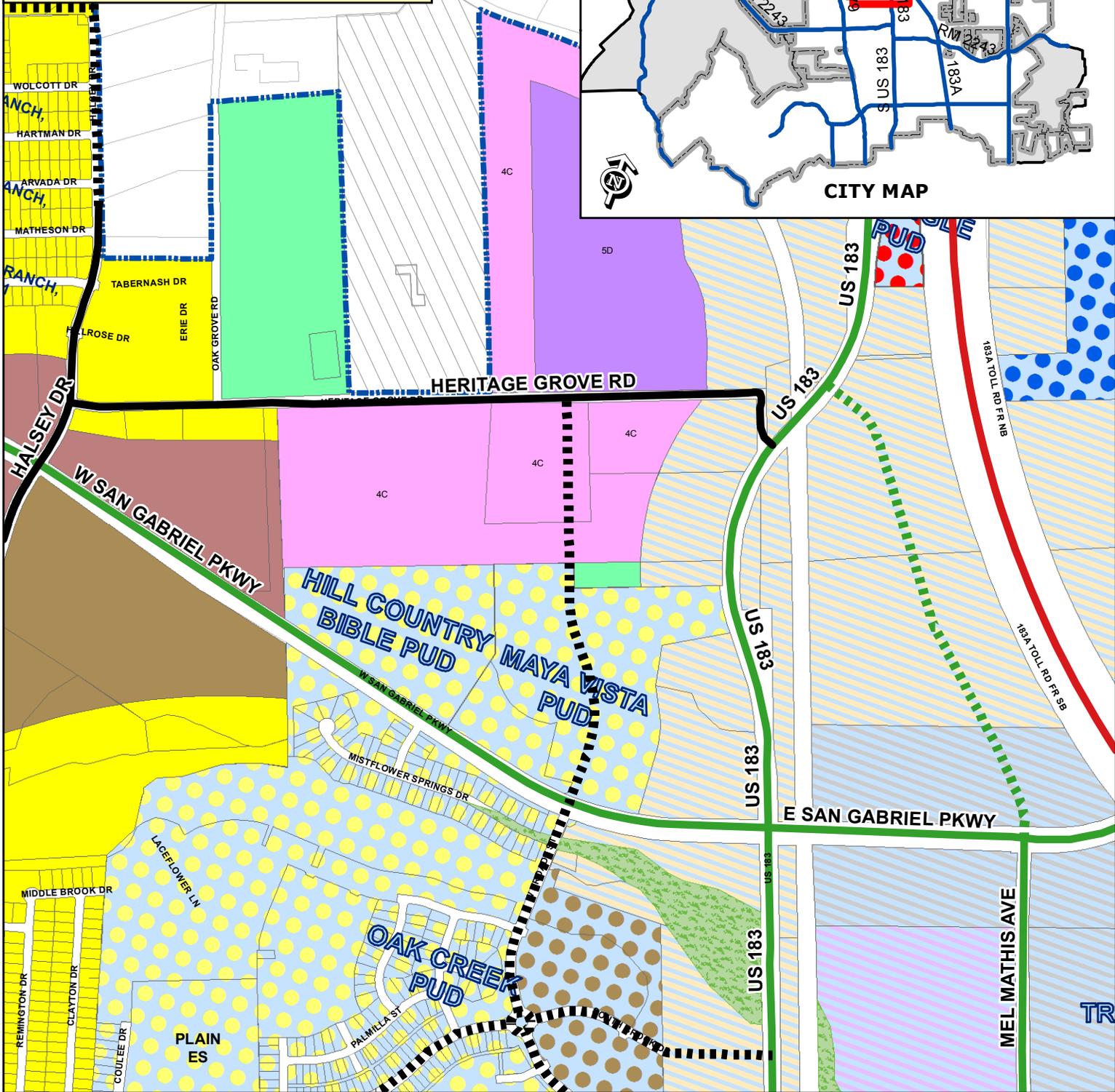
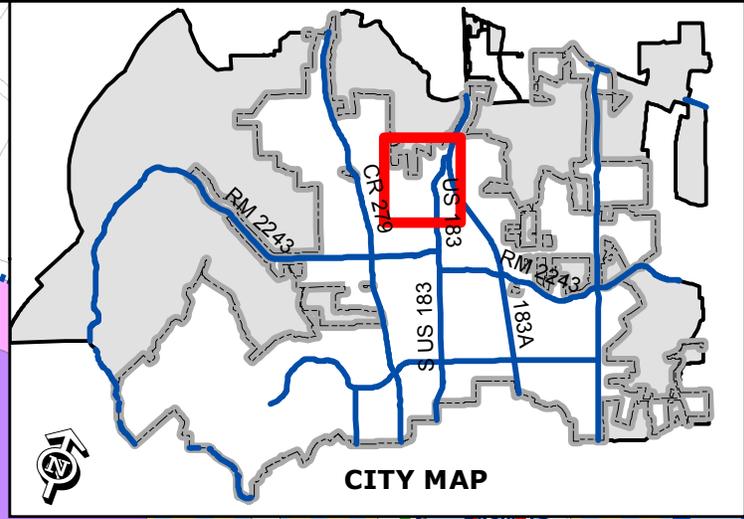
Collector Road C12  
Current Transportation Plan

- | Existing  | Proposed    |
|-----------|-------------|
| Toll Road | Arterial    |
| Arterial  | Collector   |
| Collector | City Limits |



0 200  
Feet

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### COMP PLAN 16-TOD-CPA-001

#### Attachment #4

Collector Road C12  
Proposed Transportation Plan

- | Existing  | Proposed    |
|-----------|-------------|
| Toll Road | Arterial    |
| Arterial  | Collector   |
| Collector | City Limits |



**ORDINANCE NO.**

**AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE TRANSPORTATION PLAN OF THE CITY OF LEANDER; REPLACING THE PREVIOUS TRANSPORTATION PLAN; PROVIDING AN OPEN MEETINGS CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR RELATED MATTERS.**

**WHEREAS**, it is necessary and reasonable for the City of Leander, Texas, a Texas home-rule municipality, (herein the “City”) to update its Transportation Plan for the City, which facilitates the adequate provision of transportation, to lessen congestion in the streets, secure its citizens and visitors from fire, panic and other dangers, and promote the general health and welfare;

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

**WHEREAS**, after review, inquiry and the opportunity for citizen participation at public hearings and an opportunity for the Planning and Zoning Commission to review and provide a recommendation on the proposed amendments to the Transportation Plan, the City Council has found the adoption of the Transportation Plan hereinafter set forth and listed in this Ordinance is reasonable and necessary for the public health, safety, morals and welfare.

**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. Transportation Plan Adopted.** The City Council hereby adopts the Transportation Plan of the City of Leander (the “Plan”) that is spread upon the minutes of this meeting. The Plan shall be kept in the office of the City Secretary and shall be available for public inspection during normal office hours.

**Section 3. Amendment of Conflicting Ordinances.** The City of Leander Transportation Plan previously adopted by Ordinance No. 15-023-00 is hereby amended to read as set forth in the Transportation Plan spread upon the minutes of this meeting. The Transportation Plan adopted by Ordinance No. 15-023-00 is amended to the extent of any conflict with and is replaced by the Transportation Plan adopted by this Ordinance. The City of Leander Comprehensive Plan, all ordinances and parts of ordinances, and all resolutions and parts of resolutions in conflict with this Ordinance are amended to the extent of such conflict. In the event of a conflict or inconsistency between this Ordinance and any other code, ordinance, or plan of the City, the terms and provisions of this Ordinance shall govern.

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

**Section 5. Effective Date.** This Ordinance shall be in force and effect from and after its passage on the date shown below.

**Section 6. Open Meetings.** It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't. Code.*

**PASSED AND APPROVED** on this the 2<sup>nd</sup> day of June 2016.

Attest:

**THE CITY OF LEANDER, TEXAS**

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

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

## Public Hearing

10. Subdivision Case 15-CP-010: Hold a public hearing and consider action on the Greatwood South Concept Plan, for 119.93 acres more or less; WCAD Parcels R031730, R473812 generally located at the northwest corner of the future intersection of Lakeline Blvd. and San Gabriel Pkwy. Leander, Williamson County Texas. Applicant: Danny Martin on behalf of J.L. Development Inc. (John Lloyd).

a) Staff Presentation

**Martin Siwek, Planner, discussed the Concept Plan for Greatwood South.**

b) Applicant Presentation

**Danny Martin 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 Cotten moved to approve the Greatwood South Concept Plan, Commissioner Schwendemann seconded the motion. Motion passed unanimously.**

11. **Comprehensive Plan Amendment Case 16-TOD-CPA-001:** Hold a public hearing and consider action on a Comprehensive Plan amendment requesting a change to the Transportation Plan. The applicant is proposing to remove proposed collector roadway C12 from the Transportation Plan. This roadway is located between Broade Street and US 183 to the north of San Gabriel Pkwy; Leander, Williamson County, Texas. Applicant Angelica Andersson on behalf of RSI Maya Vista LLC.

a) Staff Presentation

**Robin Griffin, Senior Planner discussed the reason for the Comprehensive Plan amendment.**

b) Applicant Presentation

**Angelica Andersson and Blake Yantis were 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 Hines moved to approve the Comprehensive Plan amendment per staff recommendation, Commissioner Means seconded the motion. Motion passed unanimously.**

12. Zoning Case 16-Z-011: Hold a public hearing and consider action on the rezoning of 1.384 acres more or less out of the William W. Hornsby Survey, located at 14000 Nameless Road, TCAD ID 354061. Currently, the property is zoned Interim SFR-1-B (Single-Family Rural). The applicant is proposing to zone the property to LO-2-B (Local Office), Leander, Travis County, Texas. Applicant: James & Jody Giddens on behalf of 6J Family Limited Partnership/6J GP, LLC (General Partner).

a) Staff Presentation

**Martin Siwek, Planner, discussed the purpose for the zoning request.**

b) Applicant Presentation

**James and Jody Giddens were present for questions and explained what was on the property now and the reason for the zoning request.**

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 Schwendenmann moved to approve the zoning request of LO-2-B (Local Office), Commissioner Hines seconded the motion. Motion passed unanimously.**

13. Zoning Case 16-Z-009: Hold a public hearing and consider action on the rezoning of 10.922 acres more or less out of the M.S. Hornsby Survey, generally located to the northwest corner of Crystal Falls Pkwy and Lakeline Blvd, WCAD ID R526317, R526318, & R514375. Currently, the property is zoned GC-3-B (General Commercial). The applicant is proposing to zone the property to PUD (Planned Unit Development) with base zoning districts of MF-2-A (Multi-Family) and LC-2-A (Local Commercial), Leander, Williamson County, Texas. Applicant: Adam Diskin on behalf of Bliss at Mason Hills, LLC.

a) Staff Presentation

**Robin Griffin, Senior Planner, discussed the purpose for the zoning request and discussed staff recommendations.**

b) Applicant Presentation

**Jeff Sweazea explained the reason for the zoning request and answered Commissioners questions.**

c) Open Public Hearing

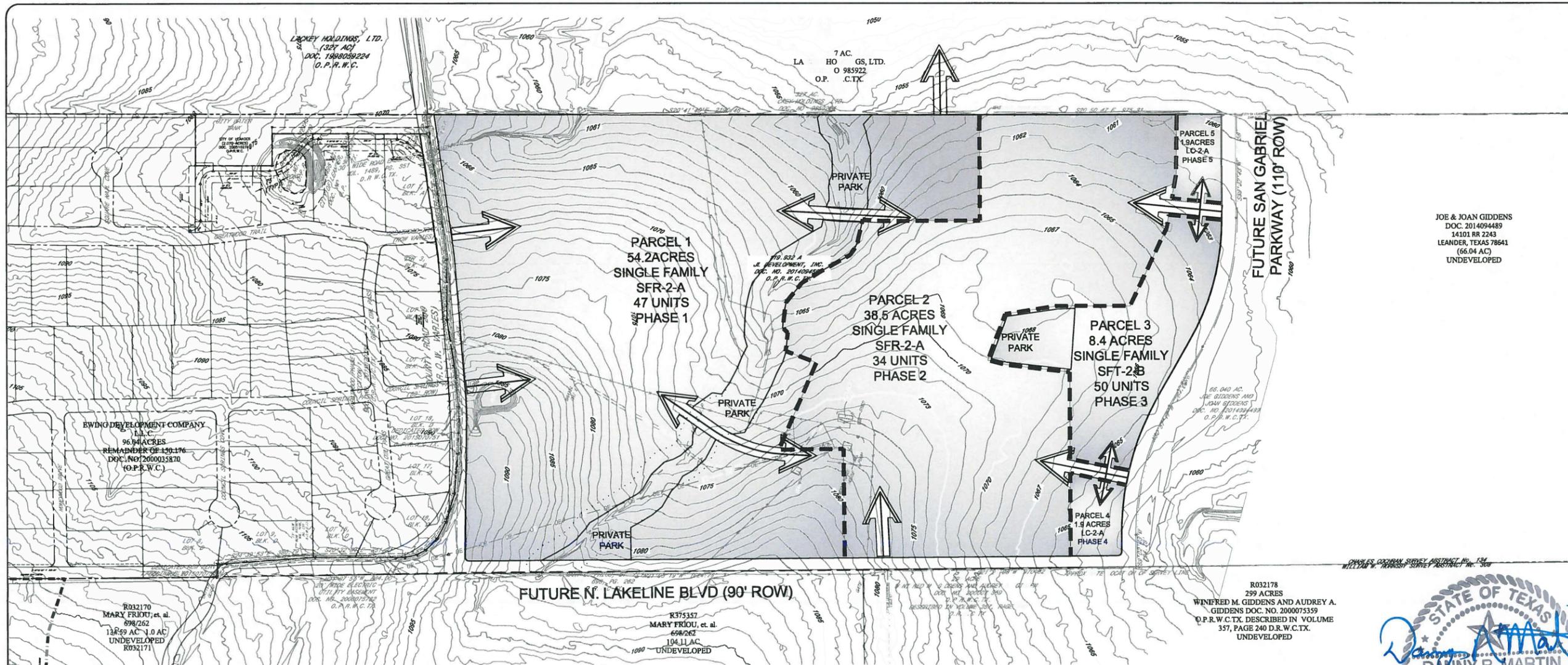
**Chair Sokol opened the public hearing  
Addie Sassman spoke against.**



**Executive Summary**

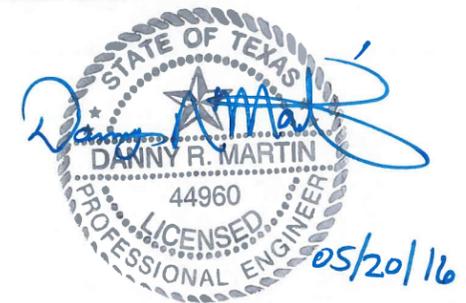
**June 02, 2016**

- 
- Agenda Subject:** Subdivision Case 15-CP-010: Hold a public hearing and consider action on the Greatwood South Concept Plan, for 119.93 acres more or less; WCAD Parcels R031730, R473812 generally located at the northwest corner of the future intersection of Lakeline Blvd. and San Gabriel Pkwy. Leander, Williamson County Texas.
- Background:** This request is the first step in the subdivision process. Pursuant to Section 212.005 of the Texas Local Government Code, approval by municipality is required since the concept plan satisfies the applicable regulations without requesting any variances.
- Origination:** Applicant: Danny Martin on behalf of J.L. Development Inc. (John Lloyd)
- Financial Consideration:** None
- Recommendation:** Staff recommends approval of the concept plan. This concept plan includes 131 single family lots and 2 commercial lots. This proposal meets all of the requirements of the Subdivision Ordinance. The Planning & Zoning Commission unanimously recommended approval of the concept plan at the May 26, 2016 meeting.
- Attachments:**
1. Concept Plan
  2. Minutes-Planning & Zoning Commission May 26, 2016
- Prepared By:** Tom Yantis, AICP  
Assistant City Manager
- 05/26/2016

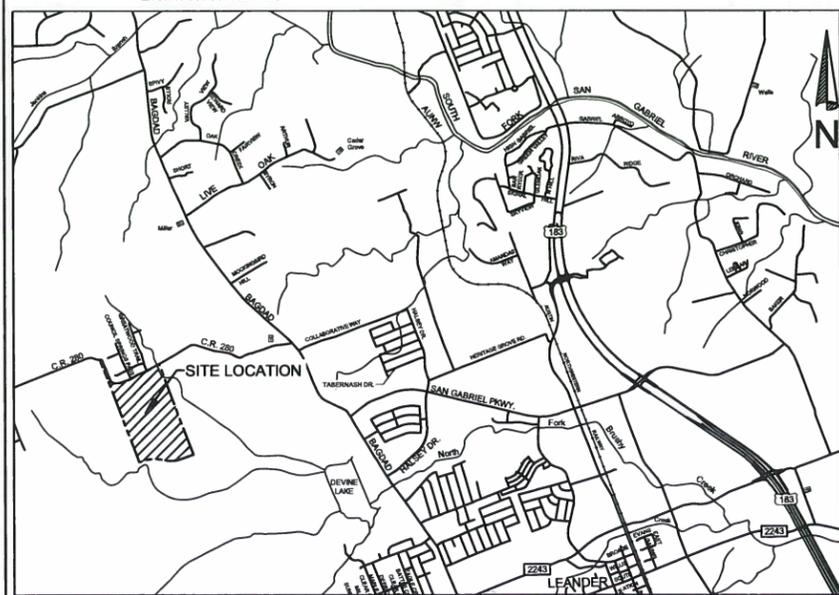


JOE & JOAN GIDDENS  
 DOC. 2014094489  
 14301 RR 2243  
 LEANDER, TEXAS 78641  
 (66.04 AC)  
 UNDEVELOPED

R032178  
 299 ACRES  
 WINIFRED M. GIDDENS AND AUDREY A.  
 GIDDENS DOC. NO. 2000073359  
 O.P.R.W.C.TX. DESCRIBED IN VOLUME  
 357, PAGE 240 D.R.W.C.TX.  
 UNDEVELOPED



- LEGEND**
- PROP. ROW
  - ▬▬▬▬ PROP. PARCEL LINE
  - ▬▬▬▬ CITY LIMIT LINE
  - - - - - EXIST. 10 FOOT CONTOUR LINE
  - - - - - EXIST. 1 FOOT CONTOUR LINE



**LAND USE SUMMARY:**

	ACREAGE	DENSITY	L.U.E.'S REQUIRED	TRIPS GENERATED
SINGLE FAMILY (SFR,SFT)	100.4AC.	1.3DU/AC.	131	1,252
LC/LO	3.8AC.		6.4	1,690
MAJOR RIGHT OF WAY	8.2AC.			
OPEN SPACE	8.6AC.			
<b>TOTAL</b>	<b>119.93AC.</b>	<b>1.3DU/AC.</b>	<b>137</b>	<b>2,941</b>

**GREATWOOD SOUTH PARKLAND DEDICATION WORKSHEET** 5-Jan-16

Phase	Units	Parkland Required	Parkland Proposed	Parkland Credited	Recreation Improvement Fee Required **	Proposed Improvements
1	47	1.645	3.55	3.55	\$ 18,800.00	None
2	34	1.19			\$ 13,600.00	None
3	50	1.75	3.23	3.23	\$ 20,000.00	None
<b>Totals:</b>	<b>131</b>	<b>4.585</b>	<b>6.78</b>	<b>6.78</b>	<b>\$ 52,400.00</b>	

\* Greenbelt proposed in phase one is to be a private park with public access. Maintenance and operation responsibilities shall be the responsibility of the homeowner association.  
 \*\* No detention/retention/water quality ponds are to be constructed within the park lots.  
 \*\*\* Developer proposes a 2.195 acre more parkland than required. Therefore, the recreation improvement fee will be waived since the value of the surplus parkland exceeds the improvement fee.

- NOTES:**
- THIS SITE IS LOCATED IN THE CITY LIMITS OF LEANDER, WILLIAMSON COUNTY, TEXAS.
  - NO PORTION OF THIS SITE IS WITHIN THE 100-YEAR FLOODPLAIN ACCORDING TO FEMA MAP NO. 48481C0435E FOR WILLIAMSON COUNTY, TEXAS DATED SEPTEMBER 26, 2008.
  - ALL INTERNAL LOCAL STREETS HAVE A 50' RIGHT OF WAY.

**DEVELOPER/OWNER**  
 J.L. DEVELOPMENT, INC.  
 JOHN S. LLOYD, PRESIDENT  
 4720-4 ROCKCLIFF RD.  
 AUSTIN, TEXAS 78746  
 TEL: 512-328-0860  
 FAX: 512-328-1868

**SURVEYOR**  
 DELTA SURVEY GROUP, INC.  
 8213 Brodie Lane  
 Suite 102  
 Austin, TX 78745  
 (T) 512-282-5200  
 (F) 512-282-5230

**TIA NOTES:**  
 AT THE TIME OF FINAL PLAT, THE APPLICANT WILL PROVIDE A PAYMENT TO THE CITY IN LIEU OF A TIA PER RESIDENTIAL UNIT AND AT THE TIME OF SITE DEVELOPMENT PERMIT, THE APPLICANT WILL PROVIDE A PAYMENT TO THE CITY IN LIEU OF A TRAFFIC IMPACT ANALYSIS (TIA), UNLESS A TIA FOR THE ENTIRE DEVELOPMENT INDICATES THAT AVERAGE DAILY TRIPS ARE ESTIMATED BELOW 2,000.

**BOUNDARY STREET NOTES:**  
 BOUNDARY STREET IMPROVEMENT FEES FOR COUNTY ROAD 280, LAKELINE BOULEVARD AND SAN GABRIEL PARKWAY WILL BE PAID AT THE TIME OF SITE DEVELOPMENT AND FINAL PLAT.

**GREATWOOD SOUTH SUBDIVISION**  
 119.93 AC.  
 DOC. NO. 2014094507  
 O.P.R.W.C.TX.

COUNTY ROAD 280  
 LEANDER, TEXAS  
**CONCEPT PLAN**  
 PREPARED : OCTOBER, 2015  
 UPDATED : DECEMBER, 2015  
 UPDATED : FEBRUARY, 2016  
 ENGINEER

**MALONE WHEELER**  
 SINCE 1995  
 CIVIL ENGINEERING • DEVELOPMENT CONSULTING • PROJECT MANAGEMENT  
 7500 Riata Blvd, Bldg 1, Suite 240  
 Austin, Texas 78735  
 Phone: (512) 899-0601 Fax: (512) 899-0655  
 Firm Registration No. F-786

**Public Hearing**

10. **Subdivision Case 15-CP-010:** Hold a public hearing and consider action on the Greatwood South Concept Plan, for 119.93 acres more or less; WCAD Parcels R031730, R473812 generally located at the northwest corner of the future intersection of Lakeline Blvd. and San Gabriel Pkwy. Leander, Williamson County Texas. Applicant: Danny Martin on behalf of J.L. Development Inc. (John Lloyd).

a) Staff Presentation

**Martin Siwek, Planner, discussed the Concept Plan for Greatwood South.**

b) Applicant Presentation

**Danny Martin 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 Cotten moved to approve the Greatwood South Concept Plan, Commissioner Schwendemann seconded the motion. Motion passed unanimously.**

11. Comprehensive Plan Amendment Case 16-TOD-CPA-001: Hold a public hearing and consider action on a Comprehensive Plan amendment requesting a change to the Transportation Plan. The applicant is proposing to remove proposed collector roadway C12 from the Transportation Plan. This roadway is located between Broade Street and US 183 to the north of San Gabriel Pkwy; Leander, Williamson County, Texas. Applicant Angelica Andersson on behalf of RSI Maya Vista LLC.

a) Staff Presentation

**Robin Griffin, Senior Planner discussed the reason for the Comprehensive Plan amendment.**

b) Applicant Presentation

**Angelica Andersson and Blake Yantis were 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.**



**Executive Summary**

**June 02, 2016**

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**Agenda Subject:** Zoning Case 16-Z-007: 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 final 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. The City Council approved the request at the May 19, 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

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

05/23/2016



## 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

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

**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 1<sup>st</sup> 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.

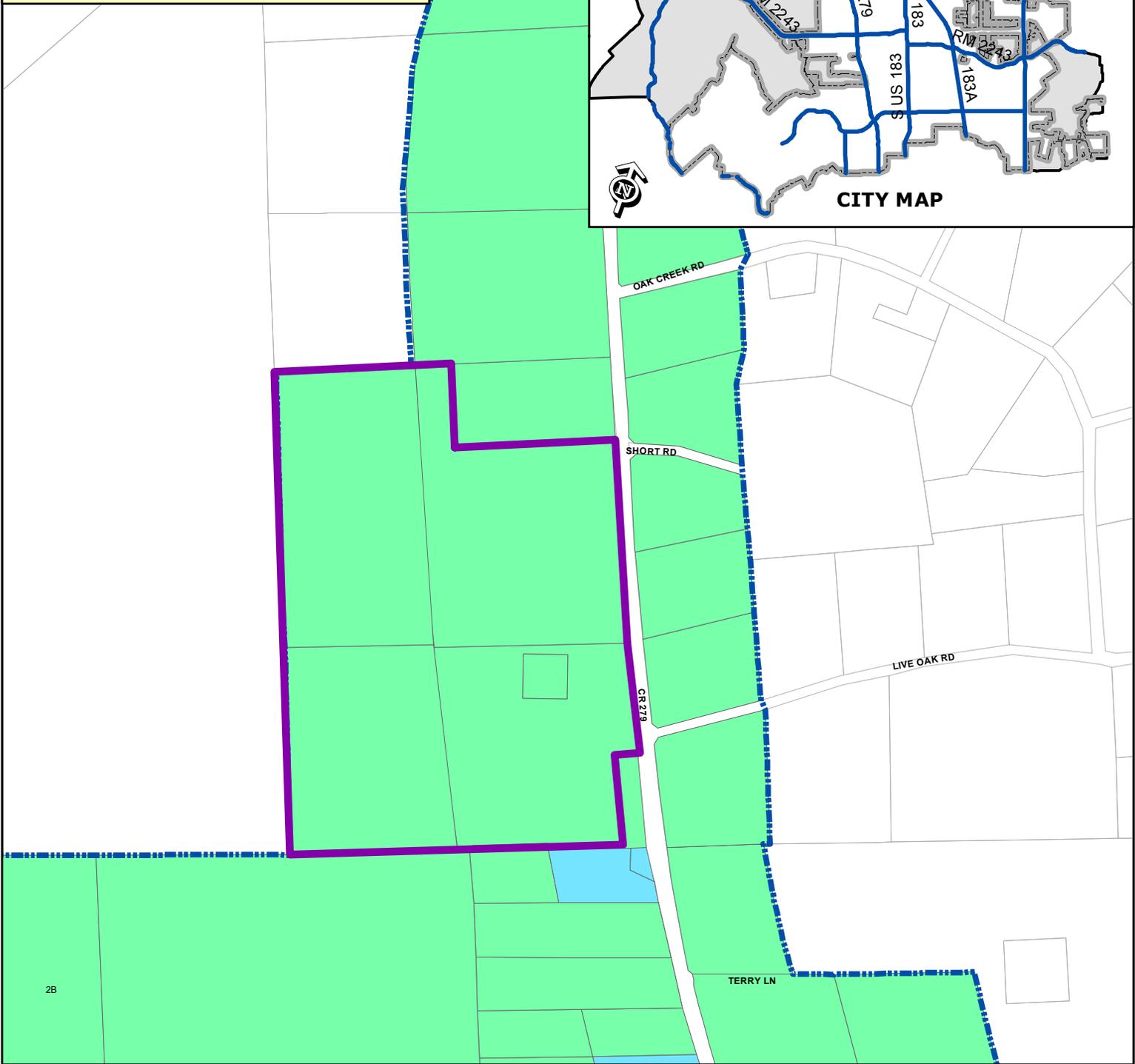
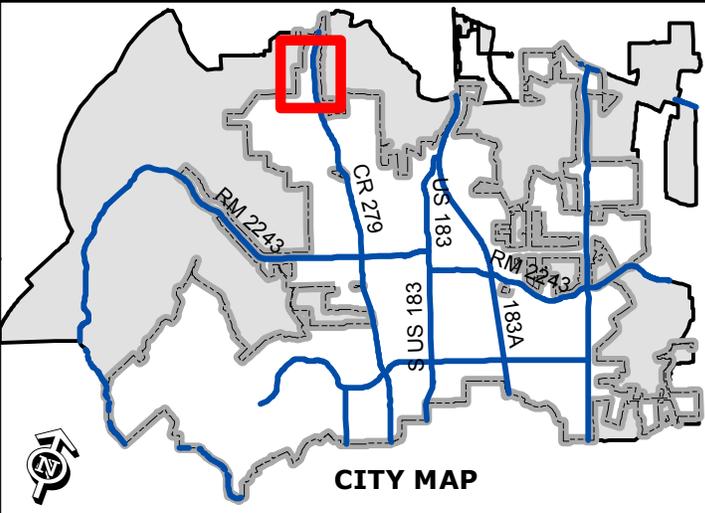
The suitability factors for this property lend itself to a higher residential density. The topography of the land is relatively flat with a gentle 1.5% slope running across the entirety of the track. Roughly 60% of the property is covered in trees with a small tributary dividing the property into two 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.

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

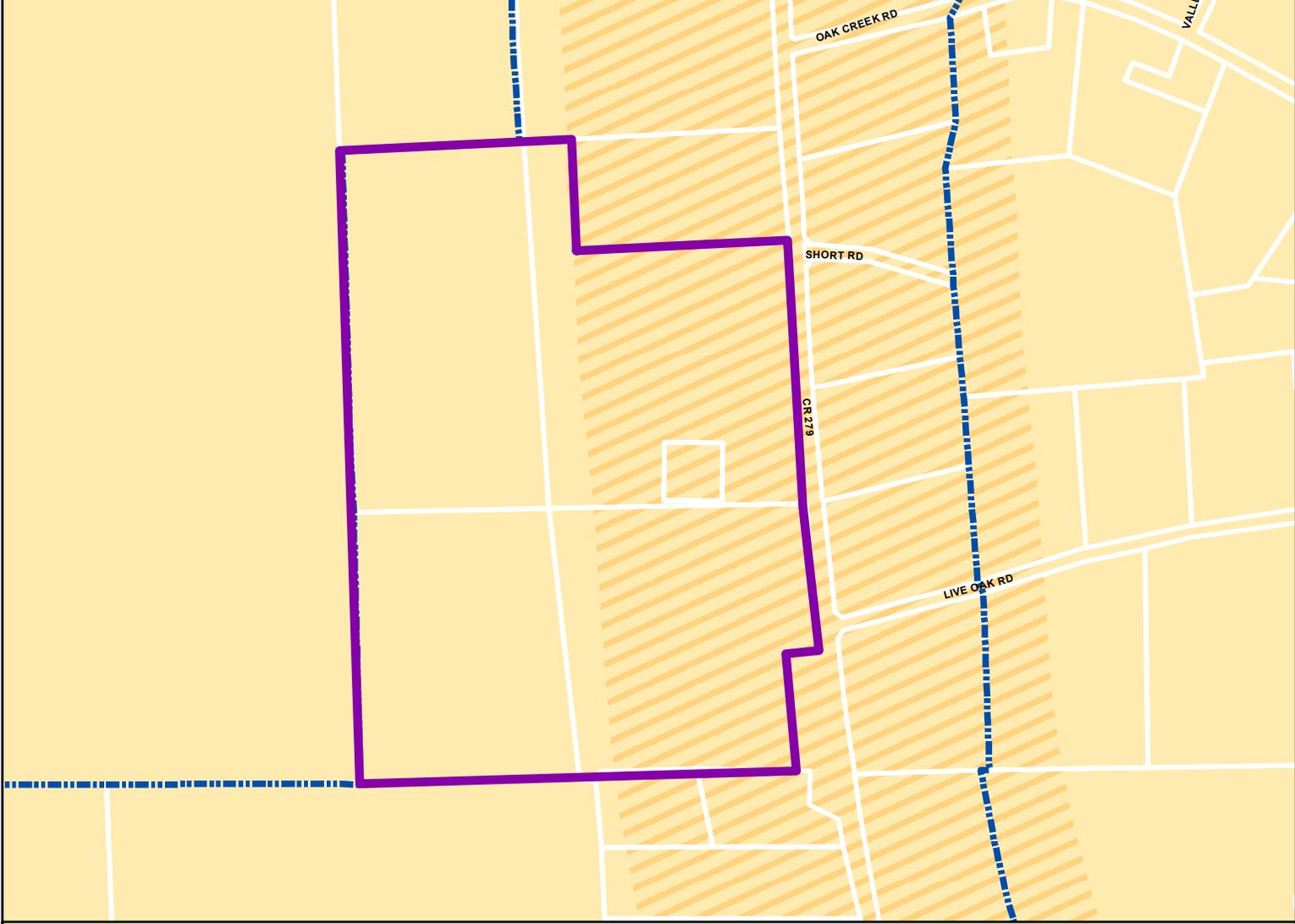
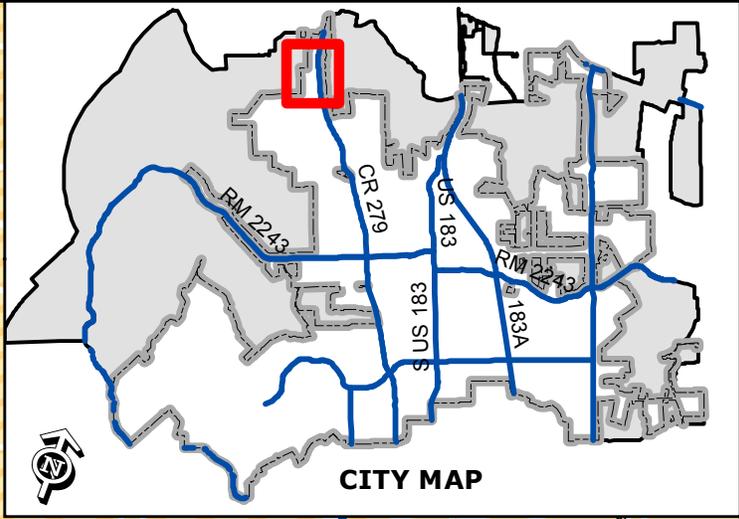


**ZONING CASE 16-Z-007 Attachment #2** Current Zoning Map - San Gabriel Whitt Ranch

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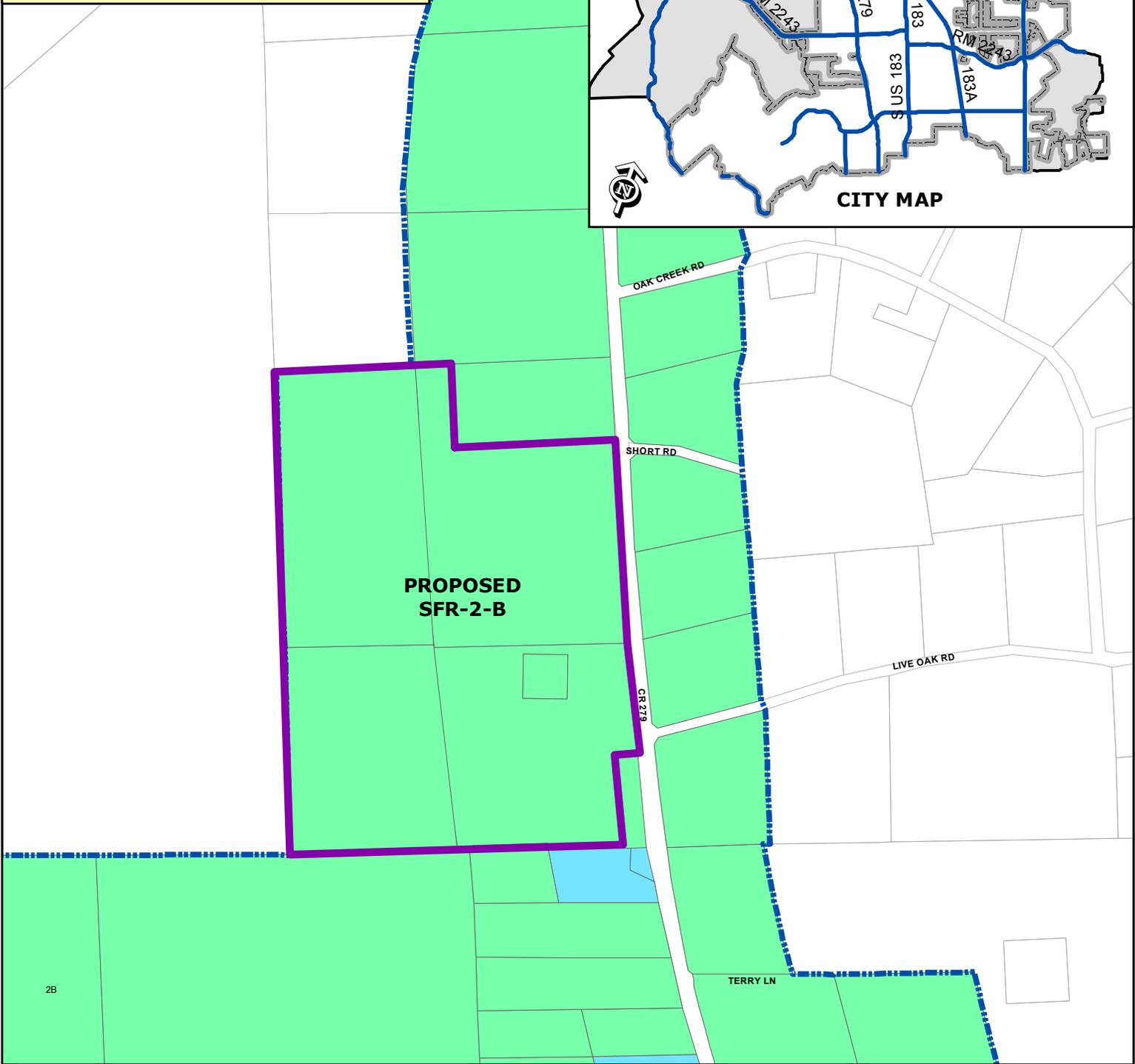
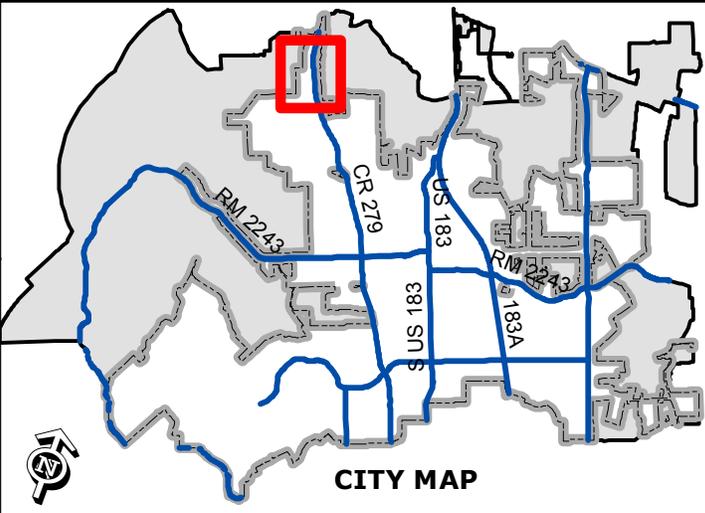
**ZONING CASE 16-Z-007 Attachment #3** Future Land Use Map - San Gabriel Whitt Ranch

 SubjectProperty	 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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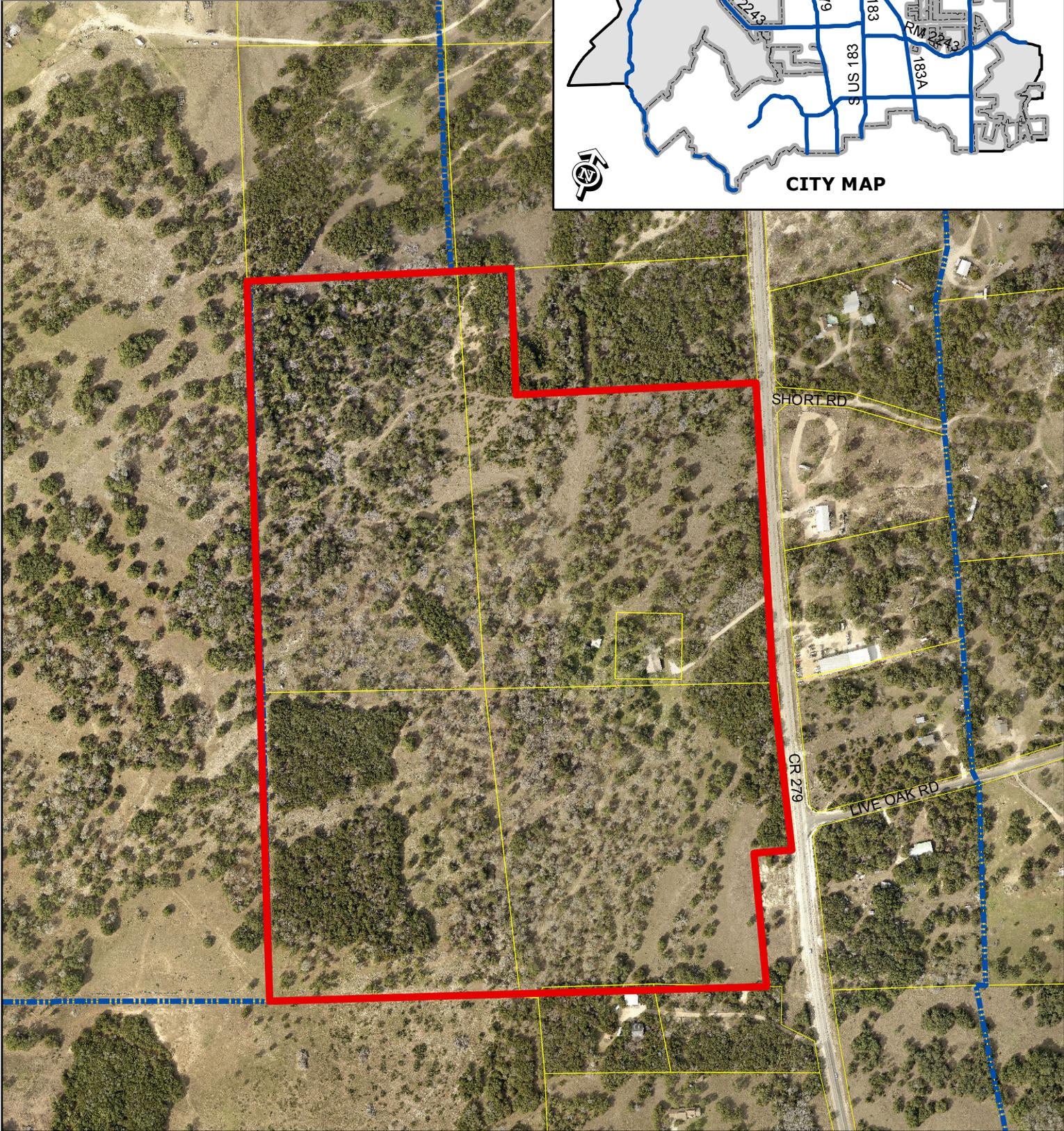
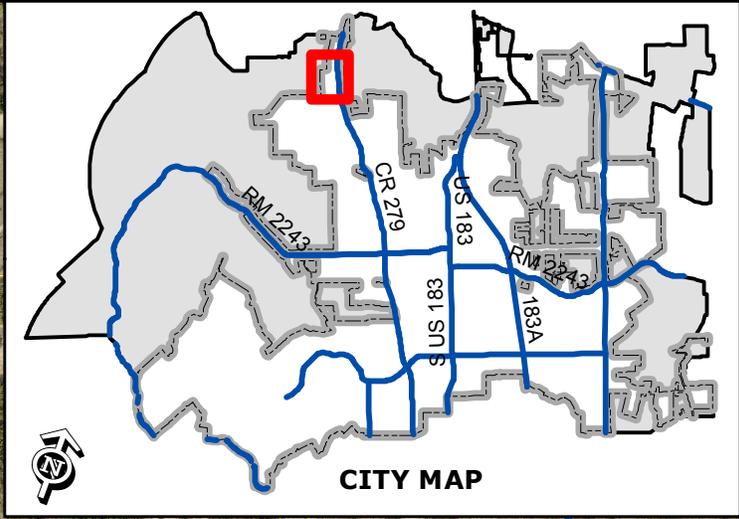


**ZONING CASE 16-Z-007 Attachment #5** Proposed Zoning Map - San Gabriel Whitt Ranch

 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 19<sup>th</sup> day of May, 2016.  
**FINALLY PASSED AND APPROVED** on this the 2<sup>nd</sup> day of June, 2016.

**THE CITY OF LEANDER, TEXAS**

**ATTEST:**

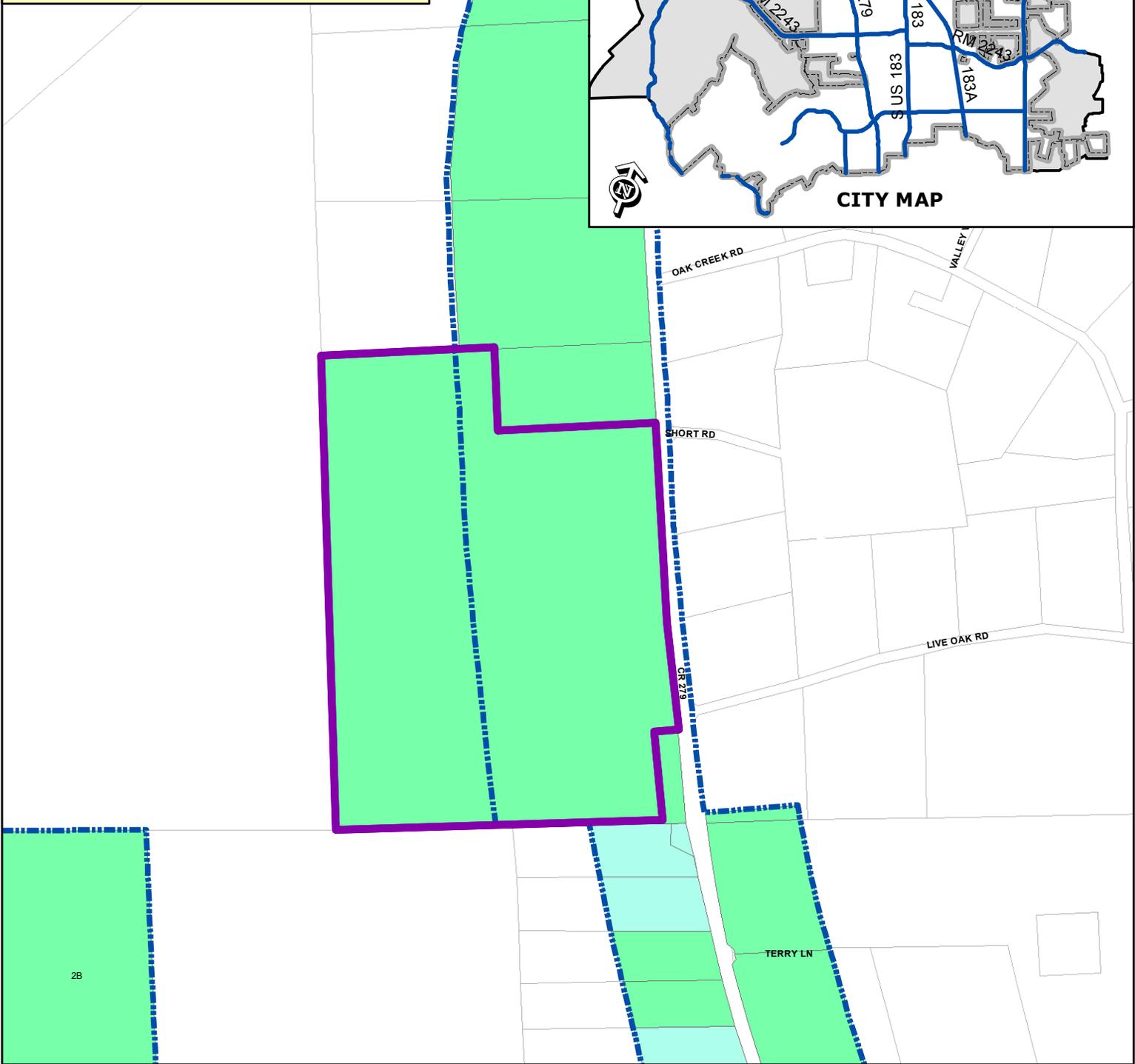
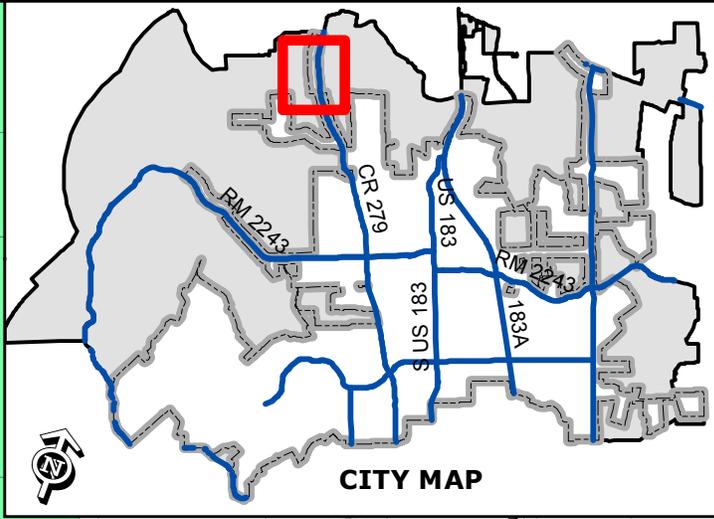
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Christopher Fielder, Mayor

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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	




**Executive Summary**

**June 02, 2016**

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**Agenda Subject:** Development Agreement Case 14-DA-009: Consideration and possible action to approve a Development Agreement for the San Gabriel Whitt Ranch Subdivision.

**Background:** This development agreement with San Gabriel Whitt Ranch, LLC includes establishing a fee in lieu of compliance with the City's Roadway Adequacy ordinance in the amount of \$500 per lot for the proposed single-family lots.

**Origination:** Applicant: Davy Roberts on behalf San Gabriel Whitt Ranch, LLC

**Financial Consideration:** None

**Recommendation:** Staff recommends approval.

**Attachments:**

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

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

04/12/2016

**DEVELOPMENT AGREEMENT  
FOR THE WHITT RANCH DEVELOPMENT**

This Development Agreement for the Whitt Ranch Development (the "**Agreement**") is made and entered into, effective as of the 2<sup>nd</sup> day of June, 2016 (the "**Effective Date**"), by and between the **City of Leander, Texas**, a Texas home rule municipal corporation (the "**City**"), and **San Gabriel Whitt Ranch, LLC**, a Texas Limited Liability Corporation (the "**Developer**"). The City and the Developer are sometimes referred to herein as the "Parties." The Parties agree as follows.

**Article I. Purpose; Consideration.**

**Section 1. Property.** The Developer owns or has under contract with the right to develop that certain 78 acre tract located in Williamson County, Texas, being more particularly described in Exhibit A attached hereto and incorporated herein for all purposes (the "**Property**"). The Property is proposed for development as a large-lot, low-density single-family development with approximately 60 lots that are one acre or more in size (the "**Project**"). The Property is located in the city limits.

**Section 2. Purpose; Consideration.**

- (a) The Developer intends to develop the Property as a large-lot, low-density single-family development that preserves natural features of the Property and preserves as many existing trees as possible. The Developer desires that the City accept a fee-in-lieu of constructing certain required boundary street improvements in order to make the Project economically feasible.
- (b) The City is agreeable to accepting a fee-in-lieu of boundary street improvements under the terms and conditions set forth in this Agreement for the Project as proposed herein. Large lot developments facilitate tree preservation and the City desires to encourage large lot development by authorizing Roadway Adequacy Fees as provided herein to protect sites with heavy tree cover.
- (c) 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 3. Term; Termination.**

- (a) The term of this Agreement shall be seven (7) years from the Effective Date hereof, subject to earlier termination as provided in this Agreement.
- (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 fails to comply with this Agreement or fails to meet any deadlines imposed by this Agreement or the City's ordinances subject to the notice and cure provisions in Section 6; and provided further that, if Developer does not submit and obtain the City's approval of a concept plan for the Property within five (5) years of the Effective Date, the City may terminate this Agreement.

**Section 4. Roadway Adequacy Fee.** Section 10.03.003(c), of the City's Code of Ordinances (the "Code") requires the Developer to make right-of-way dedications and improvements for streets located adjacent to the Property (the "Boundary Street Improvements") in connection with the development of the Project. For purposes of this Agreement, Boundary Street Improvements shall include, without limitation, construction of or improvements in any of the following categories: new or additional lanes; roadway widening improvements; turn lanes; deceleration lanes; roadway shoulder improvements; or similar roadway or right of way improvements which could be determined necessary under the Code to accommodate the Project and account for its impact on the local roadway infrastructure. In the case of the Property, the City acknowledges and agrees that only boundary street for which Boundary Street Improvements would be required under the Code is the approximately 1510 linear feet of roadway abutting the eastern boundary of the Property, known as CR 279 (the "Roadway"). The City further represents to the Developer that the Roadway is a City roadway (as opposed to state or county) and that the City has the primary authority over the determining the nature and type of Boundary Street Improvement which are necessitated by the Project. The City agrees that the Developer may elect to pay (and the City shall accept) a fee in lieu of performing the Boundary Street Improvements in the amount of the greater of \$30,000.00 or \$500.00 per lot (the "Roadway Adequacy Fee") to satisfy the Developer's obligation to make Boundary Street Improvements to the Roadway due to development of the Property as required by Section 10.03.003(c) of the Code. The number of lots used to calculate the Roadway Adequacy Fee shall be based upon the number of lots shown in the preliminary plat or plats for the Property accepted by City staff as administratively complete. The Roadway Adequacy Fee shall be paid each time that the Developer submits a final plat application for the Property to the City. It shall be a condition of approval of a final plat for the Property that the Roadway Adequacy Fee has been paid. Further, the following conditions must be met in order for the City to accept the Roadway Adequacy Fee in satisfaction of the Boundary Street Improvements: a) a concept plan for the Project must be filed within five (5) years of the Effective Date; b) the preliminary plat and the final plat must be for the development of the Property as the Project; c) the final plat must be administratively complete and compliant with applicable City ordinances, subject to approved variances; d) the final plat must be filed within the timeframe required by the City's subdivision regulations; and e) the Property must be in compliance with all applicable City ordinances, subject to approved variances. Once Developer has met the requirement of paying the entirety of the Roadway Adequacy Fee required under this Agreement for all of the lots, the City shall acknowledge the receipt of such funds and the full satisfaction of such obligation by Developer under this Agreement. The Roadway Adequacy Fee does not satisfy the Developer's obligations, which may be required by any applicable local, state, or federal regulations, related to street or right-of-way improvements or dedications other than the Boundary Street Improvements for the Roadway.

**Section 5. 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 6. 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 7. 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 8. Attorneys Fees.** A party shall not be liable to the other party for attorney fees or costs incurred in connection with any litigation between the parties, in which a party seeks to obtain a remedy from the other party, including appeals and post judgment awards.

**Section 9. 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 10. 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 11. 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, LLP  
Paige H. Saenz  
223 West Anderson Lane, #A105  
Austin, Texas 78752

Any notice mailed to the Developer shall be addressed:

San Gabriel Whitt Ranch, LLC  
Attn: Davy Roberts  
9508 East Hwy 71  
Spicewood, TX 78669

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 12. 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.

**Section 13. 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 14. 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 15. 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 16. Effective Date.** The Effective Date of this Agreement is the defined date set forth in the first paragraph.

**Section 17. Binding Obligations; Recordation.** This Agreement shall be binding upon and inure to the benefit of the parties, their successors, and assigns. 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 18. 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 19. 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.

EXECUTED in multiple originals this the \_\_\_\_ day of \_\_\_\_\_, 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:**  
**San Gabriel Whitt Ranch, LLC**  
a Texas Limited Liability Corporation

By: \_\_\_\_\_  
Name: Davy Roberts  
Title: \_\_\_\_\_

**THE STATE OF TEXAS           §**  
**COUNTY OF \_\_\_\_\_       §**

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2016, by Davy Roberts of San Gabriel Whitt Ranch, LLC, a Texas Limited Liability Corporation, on behalf of said \_\_\_\_\_.

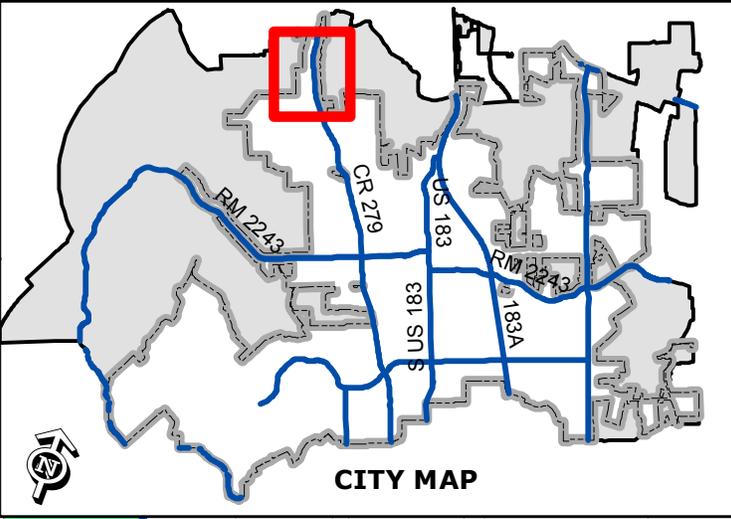
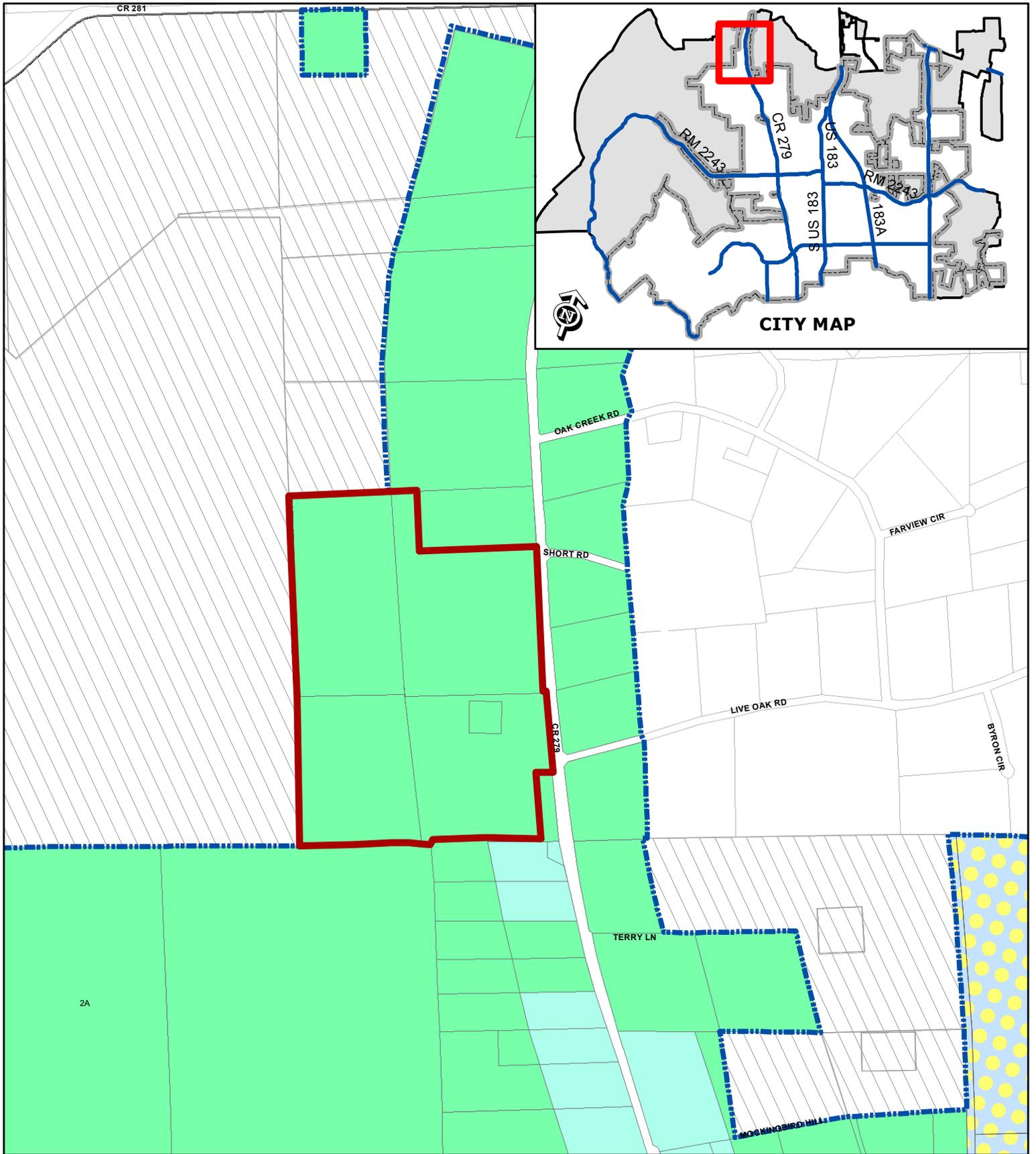
(SEAL)

\_\_\_\_\_  
Notary Public, State of Texas

**EXHIBIT "A"**

**Description of Property**





# Whitt Ranch Development Agreement

## Attachment #2

Location Exhibit  
Whitt Ranch



-  Subject Property
-  City Limits
-  Extra-Territorial Jurisdiction

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

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**Executive Summary**

**June 02, 2016**

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<b>Agenda Subject:</b>	Consideration and possible action to approve a resolution authorizing the annexation of an 8.92 acre tract and a 0.151 acre tract by the Palmera Ridge Municipal Utility District.
<b>Background:</b>	This resolution authorizes the Palmera Ridge MUD to annex two tracts of land that were acquired by the developer immediately adjacent to the Palmera Bluff (Toungate) subdivision. These tracts were previously annexed into the City limits on January 21, 2016.
<b>Origination:</b>	Applicant: Blake Magee on behalf of the Palmera Ridge MUD
<b>Financial Consideration:</b>	None
<b>Recommendation:</b>	Staff recommends approval.
<b>Attachments:</b>	1. Resolution
<b>Prepared By:</b>	Tom Yantis, AICP Assistant City Manager

05/23/16

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY OF LEANDER, TEXAS, APPROVING THE  
ANNEXATION OF 8.92 ACRES AND .151 ACRES OF LAND BY PALMERA RIDGE  
MUNICIPAL UTILITY DISTRICT OF WILLIAMSON COUNTY**

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

**PART 1.** The City Council makes the following findings in relation to the adoption of this Resolution:

(1) The City has previously consented to the creation of Palmera Ridge Municipal Utility District of Williamson County (the "District") by Ordinance No. 12-075-00 (the "Consent Ordinance") and the District has been created by order of the Texas Commission on Environmental Quality.

(2) The conditions set forth in Section 4 of the Consent Ordinance have been satisfied.

(3) The Development and Annexation Agreement (the "Development Agreement") between the City and Palmera Ridge Development, Inc. (the "Original Developer") contemplates the future annexation by the District of certain land adjacent to the District (the "Future Annexation Tracts") on terms and conditions acceptable to the City, including the making of the annexed portion of the Future Annexation Tracts subject to the terms of the Development Agreement.

(4) Palmera Bluff Development, Inc. ("PBD"), is the owner of (a) the 220 acre tract described on the attached **Exhibit "A"**, which constitutes a portion of the Future Annexation Tracts (the "220 Acre Tract"). By Addendum No. 1 to Facilities Agreement and Addendum No. 1 to Development and Annexation Agreement, the City, PBD, the Original Developer and the District agreed that the 220 Acre Tract would be included in the Development Agreement. The City previously consented to the District's annexation of the 220 Acre Tract by Resolution No. 15-002-00 dated February 29, 2015.

(5) PBD is also the owner of the 8.92 acre tract described on the attached **Exhibit "B"** (the "8.92 Acre Tract"), which also constitutes a portion of the Future Annexation Tracts. By Amendment to Addendum No. 1 to Facilities Agreement and Addendum No. 1 to Development and Annexation Agreement, the City, PBD, the Original Developer and the District agreed that the 8.92 Acre Tract would be included in the Development Agreement.

(6) PBD is also the owner of the .151 acre tract of land describe by metes and bounds on the attached **Exhibit "C"** (the ".151 Acre Tract"), which constitutes a strip or gore located between the 8.92 Acre Tract and the 220 Acre Tract, as depicted on the surveyor's sketch attached as **Exhibit "D"**.

(7) The City Council wishes to acknowledge that the .151 Acre Tract constitutes a strip or gore and should be considered a part of the 8.92 Acre Tract for purposes of the Development Agreement and to confirm its consent to the District's annexation of the 8.92 Acre Tract and the .151 Acre Tract.

**PART 2.** The City hereby agrees that the .151 Acre Tract will be considered a part of the 8.92 Acre Tract for purposes of the Development Agreement; and (ii) approves the District's annexation of the 8.92 Acre Tract and the .151 Acre Tract.

**ADOPTED** this \_\_\_ day of \_\_\_\_\_, 2016

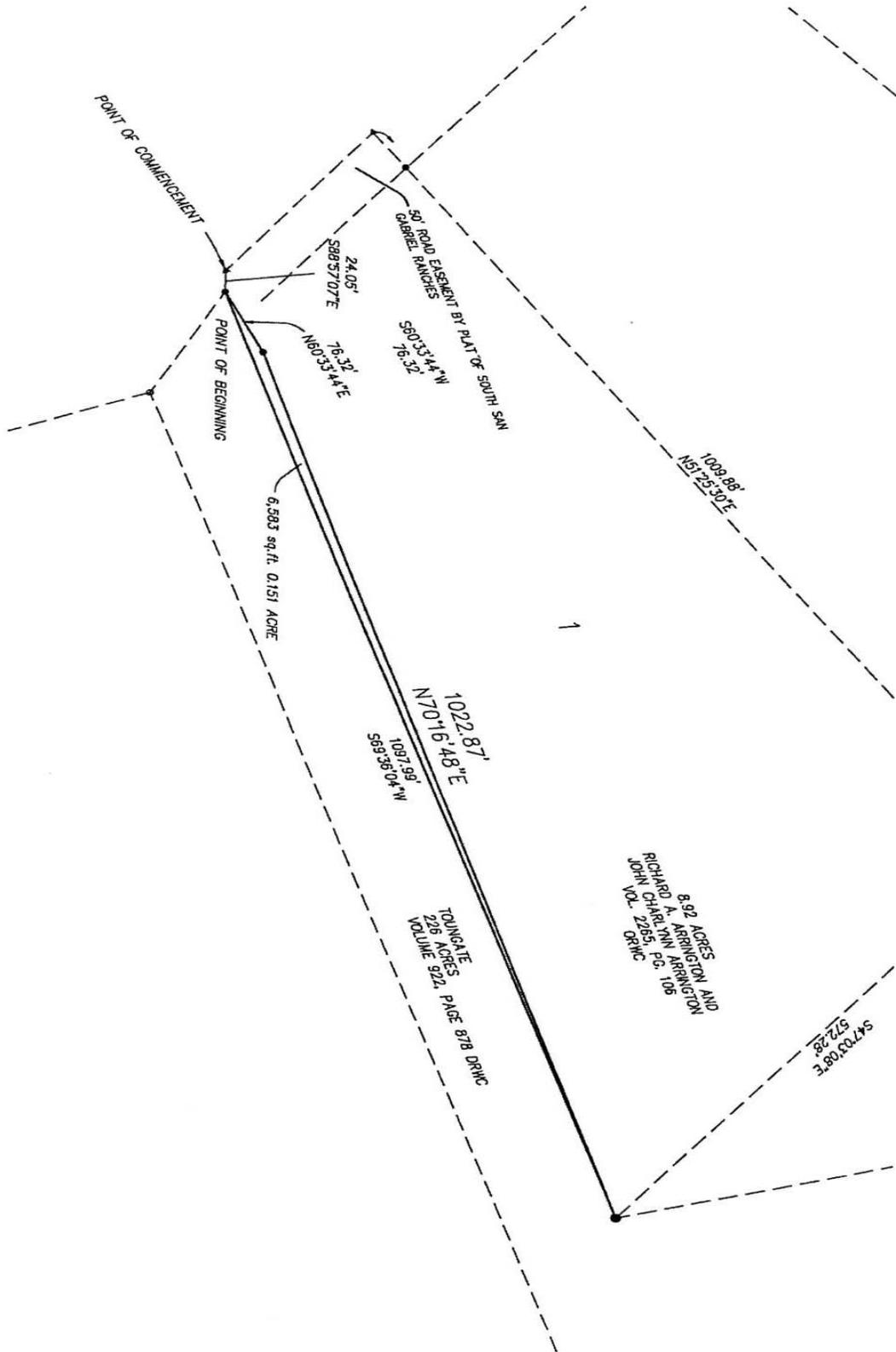
CITY OF LEANDER, TEXAS

By: \_\_\_\_\_  
Christopher Fielder, Mayor

ATTEST:

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









**Executive Summary**

**June 2, 2016**

**Subject:** Consider approval of Design Services Contract for Phase Two Development in Lakewood Park

**Background:** On May 7<sup>th</sup> Leander voters approved funds to construct all of the master plan improvements in Lakewood Park. Last year the City also received a \$400,000 grant from Texas Parks & Wildlife for initial improvements outside of the ones supported in the bond measure.

Staff would like to piggy-back on the design work already underway for the grant-related improvements and authorize Halff & Associates to expand the scope of their design work to include the entire park. This would result in a considerable savings.

**Financial Consideration:** \$564,800

**Recommendation:** Staff respectfully recommends Council authorization for the City Manager to enter into a contract for Phase 2 Professional Services to design the remaining master plan improvements in Lakewood Park, in an amount not to exceed \$564,800.

**Attachments:** Scope of Proposed Professional Services; Lakewood Park Master Plan

**Prepared by:** Stephen Bosak, Parks & Recreation Director



- context
1. main entry
  2. skate park
  3. "birthday party" pavilions
  4. parking lot (200 parking spots)
  5. playground
  6. restrooms/storage
  7. splash pad
  8. basketball/volleyball courts
  9. water quality/filtration basin
  10. pecan/walnut orchard
  11. off leash dog park (big/little dogs)
  12. amphitheater
  13. baseball backstops
  14. pavilions
  15. Blockhouse Creek Trail
  16. fishing pier
  17. kayak/canoe launch
  18. nature area kiosk
  19. kayak/canoe rental station
  20. wildlife viewing area



## **EXHIBIT “B”**

### **Scope of Professional Services**

### **LAKEWOOD PARK, PHASE 2**

### **CITY of Leander, Texas**

#### **General Scope**

The purpose of the services proposed herein is to provide professional consulting services necessary for the development of the second phase of the Lakewood Park project, for the City of Leander, Texas. It is the Consultants intent to work in effective cooperation with the Client to achieve an efficient and acceptable implementation of the project.

#### **Program**

Consultant shall provide services, as later described for the following general program elements (refer Attachment C – Lakewood Park Master Plan 2014:

- Park Entrance Sign
- Additional parking spaces (est. 150 spaces)
- Skate Park
- Playground
- Splash Pad
- Basketball Court
- (2) sand volleyball courts
- Dog park
- Pecan orchard
- (5) picnic pavilions
- (1) birthday pavilion
- Restroom/storage facility (Open Air est. 1,500sf.)
- Water design including fire hydrants, valves, fittings, and vaults. Assumed connection to Crystal Springs.
- Waster water design
- Concession/Rental station with storage
- Livery Lagoon beach
- Blockhouse creek trail
- 10' wide concrete trails
- 8' wide concrete trails
- 8' wide decomposed granite trails
- 6' wide nature based trails
- Wildlife viewing area
- (14) Benches
- (42) Picnic tables

#### **Process of Services**

Given the above stated general scope and program we will provide the following process of services:

## PHASE 1: PROJECT MANAGEMENT | COORDINATION

This phase will include the following services:

- Provide updated schedules and projected milestones from preliminary design through construction.
- Provide overall project management services including budget control, schedule control, project coordination, resource allocation, subconsultant management and coordination and preparation & processing of invoices.
- Ensure timely delivery of all deliverables including electronic files, and hard copies of all pertinent information.
- Perform Quality Control | Quality Assurance reviews for preliminary and construction documents.
- Assist City in filing the appropriate plans, documents and reports with jurisdictional and regulatory agencies. Submittal may include but not be limited to: City Departments, TCEQ, TPWD and TDLR.
- Review all modifications and comments requested by jurisdictional and regulatory agencies with the City.
- Coordinate and oversee revisions to drawings and assist City in submitting final documents to the appropriate agency(s) for final processing, approvals and permits.

## PHASE 2: CONSTRUCTION DOCUMENTS

The Consultant will develop working drawings and technical sections of specifications necessary to construct the work based on the approved park master plan and program. The Consultant intends to consolidate all available data and information into an overall project base map to be used throughout the design process. Necessary information may include, but is not limited to:

- Current City and/or State ARC/GIS/AutoCAD data sets available for the entire project area.
- Infrared/Aerial photography of entire project.
- Current FEMA Flood Plain data of entire project area.
- Construction and as-built plans in AutoCAD format of existing project construction of compensatory cut area.
- As-built topographic survey of project to the North of compensatory cut area from private developer in AutoCAD format.

Working drawings may include, but not be limited to the following information: construction notes, utilities, grading/drainage, dimension control/layout, erosion/sedimentation/tree protection, landscaping, irrigation, site details, site electrical and structural. Consultant shall compliment drawings with specifications, which describe materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the work. Consultant shall coordinate utility needs with the City and utility service provider(s). This phase will include the following services:

- Review of project goals, objectives, and budget with design team and Client.
- Conduct preliminary meeting(s) and/or research with regulatory entities to determine permit requirements including pre-development meeting with City Planning office.
- Determine project time-line and tentative delivery schedule.
- Coordinate construction drawings and specifications with other consultants.
- Prepare sixty percent (60%) construction drawings and opinion of probable construction costs (OPCC) including appropriate escalation factors and contingencies.
- Review 60% construction drawings and OPCC with Client (one meeting).
- Prepare one hundred percent (100%) construction drawings, specifications, reports, permit applications and other documents required for permitting and construction; update OPCC including appropriate escalation factors and contingencies.
- Assist Client in filing the appropriate plans and documents with jurisdictional and regulatory agencies.
- Consultant shall register the project with the TDLR, submit plans and address any comments as required for conditional plan approval to secure compliance with the Texas Accessibility Standards and American with

Disabilities Act. TDLR inspection for compliance with TAS will be required upon completion of project construction.

- Review all modifications requested by jurisdictional and regulatory agencies with the Client (two meetings).
- Revise drawings and submit documents to the appropriate agency(s) for final processing, approvals and permits.

\*All required permitting, review and/or inspection fees are the responsibility of the City of Leander or to be billed as a reimbursable expense.

### PHASE 3: REGULATORY ENTITLEMENT | PERMITTING

#### **3.1 Texas Commission on Environmental Quality: Edwards Aquifer Contributing Zone Plan**

Consultant shall provide the following services:

- Prepare a CZP to reflect the proposed improvements for the park.
- Meet with TCEQ to review application and address any comments required for approval/permitting.

\*All required permitting, review and/or inspection fees are the responsibility of the City of Leander or to be billed as a reimbursable expense.

#### **3.2 UPPER BRUSHY CREEK WCID**

Consultant shall provide the following services:

- Prepare and submit permit application(s) as required.
- Any fill within the UBC WCID inundation easement will require a compensatory cut of an additional 25%.
- Assume the Crystal Springs development UBC WCID permit is approved and accepted.

\*All required permitting, review and/or inspection fees are the responsibility of the City of Leander or to be billed as a reimbursable expense.

#### **3.3 Texas Department of Licensing and Regulations: Texas Accessibility Standards (TAS) Compliance**

Consultant shall register the project with the TDLR, submit plans and address any comments as required for conditional plan approval to secure compliance with the Texas Accessibility Standards and American with Disabilities Act. TDLR inspection for compliance with TAS will be required upon completion of project construction.

\*All required permitting, review and/or inspection fees are the responsibility of the City of Leander or to be billed as a reimbursable expense.

#### **3.4 City of Leander Site Development Permit**

Consultant shall follow all required development permit processes within the City of Leander Site Development office. Consultant shall establish a pre-development meeting and provide all documents necessary to secure approvals and permitting. Consultant shall provide the following services:

- Establish and attend required meetings with the City departments as required.
- Coordinate with City of Leander Floodplain Administrator regarding FEMA floodplain analysis.
- Prepare and submit a “No- Rise” Certification for the project area and address comments (2 iterations).
- Assume a No-Rise Certification will be acceptable for the improvements and a C/LOMR is not needed.

\*It is assumed all required fees for review and processing will be waived. However, any fees that may be associated with permitting and/or inspections will be the responsibility of the City of Leander.

#### PHASE 4: BIDDING ASSISTANCE

Consultant shall assist Client during the bidding and negotiating process. This phase will include the following services:

Consultant shall assist City during the bidding process. This phase will include the following services:

- Coordinate the schedule for bid advertising, pre-bid conference, and bid opening.
- Prepare and organize bid solicitation and proposal forms consistent with the City's requirements.
- Arrange for printing and distribution of the bid documents.
- Conduct pre-bid conference (one meeting).
- Address contractor RFI's, prepare and issue addenda as required.
- Attend the bid opening, review/evaluate bids including alternates and formulate bid tabulation (one meeting).
- Provide written recommendation to City.
- Once approved by City Staff, attend City Council meeting for award of construction contract.
- Assist with issuance of the Notice of Award and construction contract documents/agreement.

#### PHASE 5: CONSTRUCTION PHASE SERVICES

Consultant shall assist City during the construction process. Consultant shall endeavor to secure compliance by the contractor to the plans and specifications. Consultant shall not be responsible for construction means, methods, techniques, sequences or procedures in connection with the work and Consultant shall not be responsible for the contractor's errors or omissions or failure to carry out the work in accordance with the contract documents. City will provide and pay for construction inspection and materials testing services. Consultant shall assist City/Contractor in filing the TCEQ – TPDES/Notice of Intent (NOI). This phase will include the following services:

- Assist City with Issuing the Notice to Proceed and assisting with acquiring executed contracts, bonds and insurance from the contractor.
- Conduct and oversee a pre-construction meeting.
- Construction observation – preparation and processing of Requests for Information, Change Proposals, Change Orders, Change Directives, review/approval of shop drawing, submittals, samples and mock-ups (as required).
- Conduct and oversee progress meetings (maximum 3 meeting). Estimate construction time 9 months.
- Review and approve contractor's monthly Application and Certification for Payment.
- Coordinate final inspection(s) and walk-thru for substantial completion; issue punch list and letter of substantial completion for incomplete items including time for completion.
- Coordinate and attend final inspection, including TAS inspections.
- Conduct final inspection for acceptance of project and issue letter of concurrence.
- Acquire final close-out documents, warranties, accurate as-built drawings and other documents from contractor required to close-out project.
- Review and approve contractor's final Application(s) for Payment including retainage.

\*Field changes, change directives, change orders or any other changes during construction of the Project initiated by the Client, without prior written consent of the Consultant, shall indemnify and hold the Consultant harmless from any damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising from such changes.

#### PHASE 6: PROJECT DESIGN SURVEY

Consultant will include the following services:

- Establish horizontal and vertical control on State Plane Grid and North American Vertical Datum of 1988, NAVD88
- Conduct topographic survey and existing surface within areas defined by client. Anticipated development area general established at 40 acres. Locate all visible structures, ground features, utility features and overhead obstructions. Trees (hardwoods, no cedar) of 8' or greater to be located and tagged. Produce a 1-foot contour topographic map in CAD format including all visible features as defined.
- Client will provide access through all gates and right of entry to the property.

\*Pape-Dawson to provide Halfp with as-built survey upon completion of compensatory cut area.

## DISCLAIMERS

### **Development Budgets**

A proposed development budget including design fees for all park program items indicated was generally established at **\$6,875,000 dollars**, but Consultant does not guarantee that proposals, bids, or actual project cost will not vary from its opinions of probable construction costs (OPCC).

### **Meetings**

This proposal includes professional service time for meetings for coordination and facilitation necessary for the performance of the work herein and has been identified within the process of services. It is the intent of the Consultant to work cooperatively with the Client however, should the number of meetings exceed the identified and allotted number the Consultant reserves the right to limit further meetings and/or request Supplemental Services for additional meetings.

### **Exclusions to Scope of Services**

Client shall provide the following information or services as required for performance of the work. Consultant assumes no responsibility for the accuracy of such information for services and shall not be liable for error or omissions therein.

### **Opinion of Probable Construction Costs (OPCC)**

OPCC's provided by the Consultant are based on the Consultant's familiarity with the construction industry and are provided only to assist the City's budget planning; such opinions shall not be construed to provide a guarantee or warranty of the actual construction costs at the time construction bids are solicited or construction contracts negotiated. Unless expressly agreed in writing and signed by the parties, no fixed limit of construction costs is established as a condition of this Agreement by the furnishing of opinions of probable construction costs. Throughout the design process the Consultant will assist the Client in value engineering the project and making necessary adjustments in an effort to meet the project construction budget.

## ADDITIONAL SERVICES

The following services are not included within the scope of basic services. Should Consultant be required to provide services in obtaining or coordinating compilation of this information, such services shall be performed as Additional Services. Additional Services shall only be provided if previously authorized by the Client.

Additional Services may include, but not be limited to, the following:

- Any meetings of coordination efforts not previously defined under the scope of work.
- Geotechnical Design Services
- Environmental Surveying and Testing Services.
- TPWD Environmental & Aquatic Permitting
- TCEQ permitting other than CZP
- EPA Permitting
- US Fish and Wildlife Permitting
- Geological Assessment.
- Cultural Resource Survey
- Karst & Salamander Habitat Assessment
- Endangered Species Habitat Assessment
- Roadway modifications.
- Flood Plain Analysis
- CLOMR and/or LOMR
- Preparation of Phased bid package(s) with reduced scope of items defined herein, including construction drawings and specifications.
- Construction Staking.
- Construction Materials Testing.
- Bridge Design (other than pre-engineered structures).
- Hazardous Site Assessments.
- Environmental services beyond those described in scope of services.
- Land Acquisition services.
- Easement acquisition or vacation including preparation of easement documents unless defined within scope of services.
- Legal Lot Determinations unless defined within scope of services.
- Preparation of multi-use agreement(s) and exhibits.
- Assistance or representation in litigation concerning the property of proposed project.
- Conflict Resolution.
- Preparation and processing of Waivers, Variances or Exceptions.
- Services required after final acceptance of construction work.
- Permitting through Army Corp of Engineers (USACE).
- Revisions to drawings previously approved by the City and regulatory entities due to changes in: Project scope, budget, schedule, unforeseen subsurface construction conditions or when such revisions are inconsistent with written approvals or instructions previously given; enactment or revision codes, laws, or regulations subsequent to the preparation of such documents.
- Preparation of presentation materials for marketing or purposes other than in-progress approvals.
- Public or other presentations beyond those described in scope of services.
- Provide consultation, drawings, reports and other work products related to permits, approvals and ordinances not described in scope of services.
- Providing professional services for the field selection of plant materials.
- Gas, Telephone/Communication design.
- Design of utility extension(s) to the project site.
- Preparation of record documents from contractors as-built drawings
- Providing services other than those outlined in scope of services.

## ATTACHMENT B: FEE SCHEDULE & REIMBURSABLE EXPENSES

For the basic services stated previously, the lump sum fee per phase shall be as follows. Billing will occur on a monthly cycle, based on a percentage of work performed per phase and completed during the previous time period. Phase 8: Reimbursable Expense will be performed on a maximum not to exceed manner.

<u>PHASE   BASE SERVICE</u>	<u>FEES</u>
<b>Phase 1: Project Management   Coordination</b>	<b>\$24,000</b>
<b>Phase 2: Construction Documents</b>	<b>\$386,240</b>
<b>Phase 3: Regulatory Entitlement &amp; Permitting</b>	<b>\$42,900</b>
<b>Phase 4: Bidding Assistance</b>	<b>\$15,490</b>
<b>Phase 5: Construction Phase Services</b>	<b>\$78,670</b>
<b>Phase 6: Project Design Survey</b>	<b>\$15,000</b>
<hr/>	
<b>TOTAL FOR BASIC SERVICES</b>	<b>\$562,300</b>
<b>Phase 7: Reimbursable Expenses</b>	<b>\$2,500</b>
<b>TOTAL AMOUNT INCLUDING NTE REIMBURSABLE EXPENSES</b>	<b>\$564,800</b>

# ATTACHMENT C: LAKEWOOD PARK MASTER PLAN 2013





**Executive Summary**

**June 2, 2016**

**Council Agenda Subject:** Consideration and Action on a Resolution Expressing Intent to Finance Expenditures to be Incurred by The City of Leander, Texas.

**Background:** Elsewhere on the agenda for City Council consideration is a contract with Halff & Associates to begin the design and construction drawings for Lakewood Park which was a highly rated park project by the Bond Task Force. IRS regulations that govern tax exempt financing require the governing body to adopt a resolution stating intent to reimburse before the municipality can use future bond funds to reimburse itself. This resolution does not require the City to ever reimburse itself, but allows the option. Although the first project is Lakewood Park, the resolution is drafted so that any park project allowed in Proposition 2 that was approved by the voters would be covered.

**Origination:** Robert G. Powers, Finance Director

**Financial Consideration:** n.a.

**Recommendation:** Approval of Resolution

**Attachments:** Resolution

**Prepared by:** Robert G. Powers, Finance Director

**RESOLUTION EXPRESSING INTENT TO FINANCE  
EXPENDITURES TO BE INCURRED BY THE CITY OF  
LEANDER, TEXAS**

**WHEREAS**, the City of Leander, Texas (the "Issuer") is a home rule municipality and political subdivision of the State of Texas authorized to issue obligations to finance its activities pursuant to Subchapter C of CHAPTER 271, TEXAS LOCAL GOVERNMENT CODE, and other provisions, the interest on which is excludable from gross income for federal income tax purposes ("tax-exempt obligations") pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code");

**WHEREAS**, the Issuer will make, or has made not more than 60 days prior to the date hereof, payments with respect to the construction, equipping and improvements of the projects listed on Exhibit "A" attached hereto;

**WHEREAS**, the Issuer desires to reimburse itself for the costs associated with the projects listed on Exhibit "A" attached hereto from the proceeds of tax-exempt obligations to be issued subsequent to the date hereof; and,

**WHEREAS**, the Issuer reasonably expects to issue tax-exempt obligations to reimburse itself for the costs associated with the projects listed on Exhibit "A" attached hereto.

**NOW, THEREFORE, BE IT RESOLVED THAT:**

**Section 1.** The Issuer reasonably expects to reimburse itself for all costs that have been or will be paid subsequent to the date that is 60 days prior to the date hereof and that are to be paid in connection with the construction, equipping and improvements of the projects listed on Exhibit "A" attached hereto from the proceeds of tax-exempt obligations to be issued subsequent to the date hereof.

**Section 2.** This Resolution is also made to evidence the intent of the Issuer to make such reimbursements under Treas. Reg. Section 1.150-2 and Section 1201.042, Texas Government Code.

**Section 3.** The Issuer reasonably expects that the maximum principal amount of tax-exempt obligations issued to reimburse the Issuer for the costs associated with the projects listed on Exhibit "A" attached hereto will not exceed \$26,650,000.

**Section 4.** The Issuer intends to reimburse the expenditures hereunder not later than 18 months after the later of the date the original expenditure is paid or the date the projects are placed in service or abandoned, but in no event more than three years after the original expenditure is paid unless the projects are a construction project for which the Issuer and a licensed architect or engineer have certified on Exhibit "A" that at least five years are necessary to complete the projects in which event the maximum reimbursement period is five years after the date of the original expenditure.

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

**ADOPTED** this 2nd day of June, 2016.

CITY OF LEANDER, TEXAS

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Secretary

[CITY SEAL]

## **EXHIBIT “A”**

### **DESCRIPTION OF PROJECTS**

Project costs to be incurred in the acquisition of property and development of city parks and the improvement of existing city parks, including but not limited to project management and coordination; construction documents; regulatory entitlement and permitting; bidding assistance; construction phase services; project design surveys and other additional services related to the development of the second phase of the Lakewood Park project and other park projects for the City.

Such financing to be in an amount not to exceed \$26,650,000 from the General Fund and or from the Park Dedication Ordinance Fees Fund of the City of Leander, Texas.



**Executive Summary**

**June 2, 2016**

**Agenda Subject:** Resolution approving real estate acquisition by the Travis Central Appraisal District.

**Background:** The Tax Code requires Appraisal Districts to get approval from the taxing units for any real estate purchases. The City has received a request from the Travis Central Appraisal District to approve their proposed acquisition of a vacant lot adjacent to the current location. They will utilize existing cash reserves for this purchase. They have been in their existing building for over 30 years and have reached maximum capacity and are seeking to purchase the adjoining lot to expand existing facilities.

**Origination:** Travis Central Appraisal District

**Financial Consideration:** n/a – the purchase would come from TCAD reserves

**Recommendation:** Approve Resolution

**Attachments:** Resolution; TCAD Correspondence

**Prepared by:** Robert G. Powers, Finance Director

# TRAVIS CENTRAL APPRAISAL DISTRICT

**BOARD OFFICERS**  
RICHARD LAVINE  
CHAIRPERSON  
KRISTOFFER S. LANDS  
VICE CHAIRPERSON  
ED KELLER  
SECRETARY/TREASURER



MARYA CRIGLER  
CHIEF APPRAISER

**BOARD MEMBERS**  
TOM BUCKLE  
BRUCE ELFANT  
SHELLDA D. GRANT  
BRUCE GRUBE  
ELEANOR POWELL  
RICO REYES  
BLANCA ZAMORA-GARCIA

**The Honorable Christopher Fielder**  
**City of Leander**  
**PO Box 319**  
**Leander, TX 78641**

May 18, 2016

Travis Central Appraisal District has been located at our current location of 8314 Cross Park Drive since 1985 and in that time the number of parcels serviced has nearly doubled from 231,237 in 1985 to 424,146 in 2016 and the number of protest adjudicated has more than tripled from 30,285 in 1996 to 107,152 in 2016. Growth in Travis County is expected to continue and the demand for appraisal services is expected to grow proportionally. Additional staff and office workspace is necessary to meet the growing demand for appraisal services. Through the purchase of ergonomic cubicles and furniture we have been able optimize use of our existing space for over 30 years; unfortunately, we currently have reached maximum capacity in our facilities and lack space to house additional staff or service additional taxpayers. In addition to the lack of workspace, we lack sufficient parking capacity and must lease parking from adjacent property owners.

The appraisal district has prudently planned for future needs and has dedicated reserves for building maintenance and expansion. We have explored several options to meet the growing need for additional workspace and parking. Purchase of a new larger facility was considered; however, the estimated cost based on currently available commercial data was approximately between \$5,950,000 and \$11,350,000. Alternatively, we considered the potential to expand at the current location. We have determined that this is the most cost effective solution and would be least disruptive to the taxing units and taxpayers that we serve. A vacant lot at 2304 Forbes Drive is adjacent and contiguous to the existing property owned by the appraisal district and is available for sale. The appraisal district has negotiated a purchase price of \$254,000 for this vacant lot. [The appraisal district has sufficient funds in dedicated reserve for the purchase and no additional funds will be requested of the taxing unit for this real estate purchase.](#)

The Texas Property Tax Code Section 6.051 requires acquisition or conveyance of real property by the appraisal district be approved by the governing bodies of three-fourths of the taxing units entitled to vote on the appointment of board members. Please find enclosed a copy of the resolution from the Travis Central Appraisal District for the purchase of real estate located at 2304 Forbes Drive, a site map of the appraisal district location and the proposed lot, and a summary of the alternatives considered by the appraisal district. **The appraisal district needs a resolution from your governing body approving the real estate purchase by June 24, 2016. A sample resolution has been included for your convenience.**

Please feel free to contact me if you have any questions or need additional information.

Sincerely,  
Marya Crigler, RPA  
Chief Appraiser  
[mcrigler@tcadcentral.org](mailto:mcrigler@tcadcentral.org)  
(512) 834-9317 ext. 337

# TRAVIS CENTRAL APPRAISAL DISTRICT

## BOARD OFFICERS

RICHARD LAVINE  
CHAIRPERSON  
KRISTOFFER S. LANDS  
VICE CHAIRPERSON  
ED KELLER  
SECRETARY/TREASURER



MARYA CRIGLER  
CHIEF APPRAISER

## BOARD MEMBERS

TOM BUCKLE  
BRUCE ELFANT  
SHELLDA D. GRANT  
BRUCR GRUBE  
ELEANOR POWELL  
RICO REYES  
BLANCA ZAMORA-GARCIA

## RESOLUTION

### TRAVIS CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS COUNTY OF TRAVIS

#### REAL ESTATE ACQUISITION

**WHEREAS**, Texas Property Tax Code Section 6.051 authorizes the Board of Directors of the Travis Central Appraisal District to purchase or lease real property and construct improvements as necessary to establish and operate the appraisal office or a branch appraisal office; and

**WHEREAS**, Texas Property Tax Code Section 6.051 requires the approval of the acquisition by the governing bodies of three-fourths of the taxing units entitled to vote on the appointment of board members; and

**WHEREAS**, Texas Property Tax Code Section 6.051 requires the Board of Directors to propose any property transactions to the taxing units by resolution; and

**WHEREAS**, the number of parcels serviced by Travis Central Appraisal District has nearly doubled from 231,237 parcels in 1985 to approximately 424,146 parcels in 2016; and

**WHEREAS**, the number of protests filed and taxpayers serviced by Travis Central Appraisal District has more than tripled from 30,285 protests in 1996 to approximately 107,152 protests in 2015; and

**WHEREAS**, growth in Travis County is expected to continue and the demand for appraisal district services is expected to grow proportionally; and

**WHEREAS**, additional staff and office workspace is necessary to meet the growing demand for appraisal services; and

**WHEREAS**, Travis Central Appraisal District has been continuously located at 8314 Cross Park Drive, Austin, TX since 1985; and

**WHEREAS**, Travis Central Appraisal District has reached maximum capacity in the current facilities and lacks space to house additional staff or service additional taxpayers; and

**WHEREAS**, a vacant lot at 2304 Forbes Drive is adjacent and contiguous to existing property owned and operated by Travis Central Appraisal District at 8314 Cross Park Dr; and

**WHEREAS**, the vacant lot at 2304 Forbes Drive is available for sale; and

**WHEREAS**, Travis Central Appraisal District has sufficient funds in dedicated reserves to purchase the adjacent vacant lot; and

**WHEREAS**, expansion of existing facilities offers the most cost effective solution to provide the additional office needed to house additional staff and service additional taxpayers;

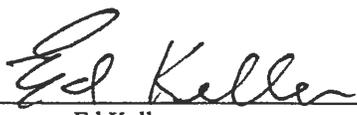
**NOW, THEREFORE BE IT RESOLVED** that the Travis Central Appraisal District purchase the vacant lot at 2304 Forbes Drive, Austin, TX for use of expanding the existing office facilities for a sum not to exceed \$254,000.

Passed and approved by the board of directors of the Travis Central Appraisal District Board of Directors on the 17<sup>th</sup> day of February, 2016.

TRAVIS CENTRAL APPRAISAL DISTRICT

By:   
Richard Lavine  
Board Chairperson

ATTEST:

By:   
Ed Keller  
Board Secretary/Treasurer



**Site Map**

# Memo

**To:** Marya Crigler CA  
**From:** Staff  
**Date:** February 11, 2016  
**Re:** Cost analysis to Purchase Office Building for TCAD operations

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Per your request, staff has analyzed the viability and cost of purchasing a centrally located office building that would accommodate current and future needs of the Travis Central Appraisal District. The ideal building candidate would contain 45,000 to 55,000 square feet and be available for occupancy within a reasonable timeframe with some finishout modifications. Our findings are summarized below with supporting documentation.

Due to strong area job growth and lack of new product coming to market, it may be difficult to find a suitable existing building on the open market. From January 1, 2014 through the present, fifteen data points including two sales (with known prices), one listing, three refinance documents and one fee appraisal were found. The buildings range in age from 1971 to 2009 and are designed for either single or multi-tenant occupancy. The limited data indicate a potential sales price from \$5,950,000 to \$11,350,000 with an average price of \$153 per square foot. Assuming an appropriate building were found; a total cost estimate would be calculated as follows:

Acquisition cost:  $\$150 \times 50,000 = \$7,500,000$

Tenant Finish-out:  $\$35 \times 50,000 = \underline{\$1,750,000}$

Total Cost: **\$9,250,000 or \$185 per foot**

This does not include additional cost associated with moving operations to a new location. Please see attached supporting documentation.

**RESOLUTION NO.**

**A RESOLUTION BY THE CITY OF LEANDER, TEXAS  
APPROVING A REAL ESTATE ACQUISITION BY THE  
TRAVIS CENTRAL APPRAISAL DISTRICT**

**WHEREAS**, Travis Central Appraisal District has determined a need for additional office workspace and parking to meet the growing demand for appraisal services; and

**WHEREAS**, the Board of Directors of the Travis Central Appraisal District has proposed and authorized purchase of a vacant lot at 2304 Forbes Drive for future expansion of the appraisal district facilities; and

**WHEREAS**, Texas Property Tax Code Section 6.051 requires acquisition or conveyance of real property by the appraisal district be approved by the governing bodies of three-fourths of the taxing entities entitled to vote on the appointment of board members; and

**WHEREAS**, Travis Central Appraisal District has sufficient funds in dedicated reserves to purchase the adjacent vacant lot and no additional funds will be requested of the taxing units for this real estate purchase; and

**WHEREAS**, expansion of existing facilities offers the most cost effective solution to provide Travis Central Appraisal District with the additional offices needed to house additional staff and serve additional taxpayers.

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

**Section 1.** The City of Leander approves the Travis Central Appraisal District purchase of the vacant lot at 2304 Forbes Drive, Austin, Texas for use of expanding the existing office facilities.

**PASSED AND APPROVED** this 2nd day of June, 2016.

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

ATTEST:

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

# Memo

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**From:** Staff  
**Date:** February 11, 2016  
**Re:** Cost analysis to Purchase Office Building for TCAD operations

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Due to strong area job growth and lack of new product coming to market, it may be difficult to find a suitable existing building on the open market. From January 1, 2014 through the present, fifteen data points including two sales (with known prices), one listing, three refinance documents and one fee appraisal were found. The buildings range in age from 1971 to 2009 and are designed for either single or multi-tenant occupancy. The limited data indicate a potential sales price from \$5,950,000 to \$11,350,000 with an average price of \$153 per square foot. Assuming an appropriate building were found; a total cost estimate would be calculated as follows:

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Total Cost: **\$9,250,000 or \$185 per foot**

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Transaction	Property Name	Address	PID	NBHD	Class	Sale Date	Sale Price	Loan Value	LTV Ratio	NRA	\$/NRA	Actual Cap Rate	Proforma Cap Rate	Occupancy	Confirmed	Comments
Appraisal	Congress Square II	611 S. Congress Ave	18773	S15CN	B	1/1/2016	\$11,350,000	\$5,200,000	84.03%	51,254	\$221.45	8.00%		91%	CBRE Appraisal	CBRE Fee Simple Appraisal prepared for TCAD
Reference	Hills Office Park	4611 Bee Caves Rd	113456	S15WE	B+/B	12/1/2015	\$7,500,000	\$5,000,000	84.03%	42,644	\$175.87			68%	RCA	Appraisal amount estimated from refinancing, property sold April 2015
Sale	Enterprise Plaza Office	13915 Burner Rd	271367	S15NW	B/C	10/23/2015	\$5,950,000	\$5,000,000	83.87%	50,393	\$118.07	7.60%		96%	CBRE Appraisal	
Reference	Wells Fargo Building	2100 E Ben White	291445	S15EA	B+	5/18/2015	\$7,750,000	\$6,500,000	83.87%	55,345	\$140.03	6.80%		87%	Appraisal	
Reference	Centre Creek Plaza	1812 Centre Creek Dr	235491	S15FA	B+/B	5/18/2015	\$6,200,000	\$4,200,000	67.74%	57,634	\$107.58				Appraisal	
						median	\$7,500,000			51,254	\$140					
						average	\$7,750,000			51,454	\$153					

# 911 W Anderson Ln - Lamar Gateway

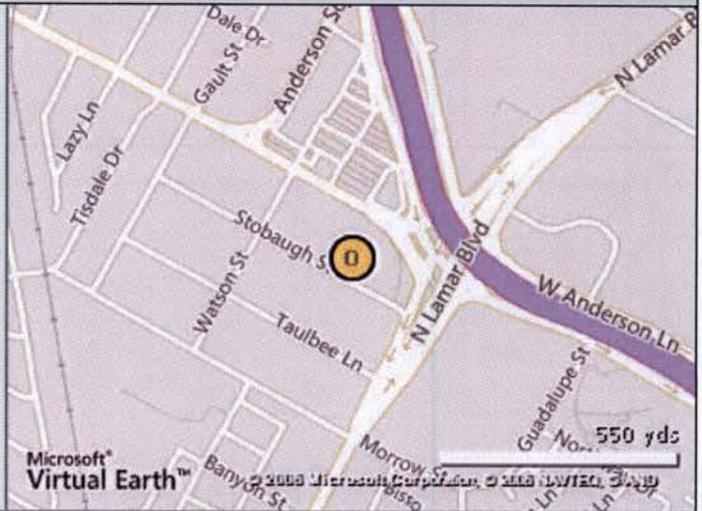
**FOR SALE**

1

Austin, TX 78757

55,624 SF (Neighborhood Center) Building Built in 1985

Property is for sale at \$8,200,000 (\$147.42/SF)



## Sale Contacts

Sales Co: **CBRE**

100 Congress Ave  
Austin, TX 78701

(512) 499-4900

Sales Contact 1: Walter K. Saad  
(512) 499-4925

Sales Contact 2: Cathy M. Nabours  
(512) 499-4917

## For Sale Data

Asking Price: **\$8,200,000**  
Price/SF: **\$147.42**  
Days on Market: **209**  
Sale Status: **Active**  
Actual Cap Rate: **-**  
Percent Leased: **85.6% (15,611 SF Avail)**  
Tenancy: **Multi**  
Parcel No: **784451**

Sale Type: **Investment**  
Bldg Status: **Built in 1985**  
RBA: **55,624 SF**

## Current Building Information

ID: 592267

Bldg Type: **(Neighborhood Center)**  
Class: **C**  
Total Avail: **15,611 SF**  
Bldg Vacant: **7,990 SF**  
Tenancy: **Multi**  
Owner Type: **Developer/Owner-NTL**  
Owner Occupied: **No**  
Zoning: **CS, LO, NP Austin**  
Land Area: **4.59 AC**

Bldg Status: **Built in 1985**  
RBA: **55,624 SF**  
% Leased: **85.6%**  
Rent/SF/Yr: **\$17.18**  
Elevators: **1**  
Core Factor: **-**  
Stories: **2**  
Typical Floor Size: **30,558 SF**  
Building FAR: **0.28**  
Const Type: **Masonry**

Expenses: **2009 Tax @ \$0.21/sf; 2013 Combined Est Tax/Ops @ \$5.59/sf**

Parking: **200 free Surface Spaces are available; 69 Covered Spaces are available; Ratio of 5.00/1,000 SF**

**911 W Anderson Ln - Lamar Gateway****FOR SALE**

Property is for sale at \$8,200,000 (\$147.42/SF) (con't)

**Location Information**

Cross Street: **US 183 & W Anderson Ln**  
Park Name: **Lamar Gateway**  
Located: **@ Lamar Blvd**  
Metro Market: **Austin**  
Submarket: **Central/Central**  
County: **Travis**  
CBSA: **Austin-Round Rock, TX**  
DMA: **Austin, TX**

**911 W Anderson Ln - Lamar Gateway**

**FOR SALE**

Property is for sale at \$8,200,000 (\$147.42/SF) (con't)

Parcel Number: -

Legal Description: **Lots 19-24, Lots 35-40 Blk D North Gate Add Subdiv Vol 3 pg 196**

County: **Travis**

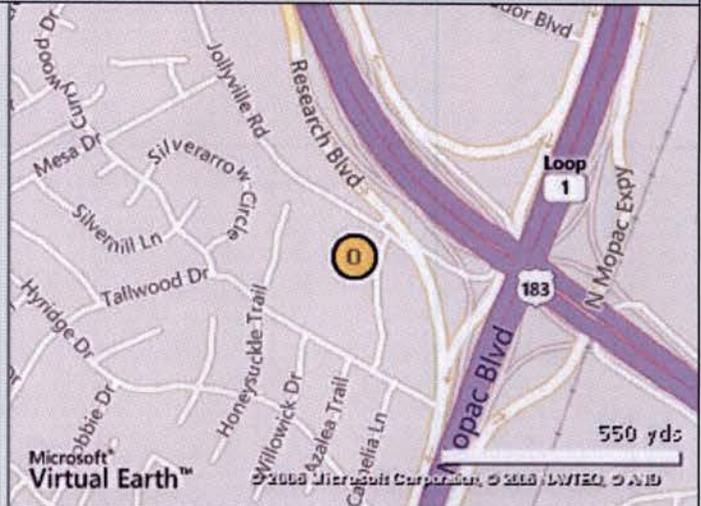
**Plat Map: 911 W Anderson Ln**



**8920 Business Park Dr - Balcones North****SOLD****2****Austin, TX 78759**

Sale on 12/5/2014 - Research Complete

53,984 SF Class B Office Building Built in 1980

**Buyer & Seller Contact Info**

Recorded Buyer: **Cheryl L Ogle**  
 True Buyer: **Ogle Enterprises**  
**Cheryl Ogle**  
 3600 Bee Caves Rd  
 Austin, TX 78746  
 (512) 327-4460

Buyer Type: **Other - Private**  
 Buyer Broker: **The Kucera Companies**  
**Jeff Henley**  
 (512) 346-0292  
**Doug Rauls**  
 (512) 539-3006

Recorded Seller: **Rgk Rentals Ltd**  
 True Seller: **Kms Ventures, Inc.**  
 1301 W 25th St  
 Austin, TX 78705  
 (512) 474-6312

Seller Type: **Developer/Owner-RGNL**  
 Listing Broker: **Granite Properties of Texas**  
**Bill Roland**  
 (512) 469-0925

**Transaction Details**

ID: 3198666

Sale Date: **12/05/2014**  
 Escrow Length: -  
 Sale Price: -  
 Asking Price: -  
 Price/SF: -

Sale Type: **Investment**  
 Bldg Type: **Office**  
 Year Built/Age: **Built in 1980 Age: 34**  
 RBA: **53,984 SF**  
 Land Area: **2.66 AC (115,870 SF)**

Percent Leased: **67.7%**  
 Tenancy: **Multi**

Percent Improved: **84.0%**  
 Total Value Assessed: **\$5,781,472 in 2014**  
 Improved Value Assessed: **\$4,854,512**  
 Land Value Assessed: **\$926,960**  
 Land Assessed/AC: **\$348,481**

No. of Tenants: **5**  
 Tenants at time of sale: **AmCap, Inc.; CreditCards.com, Inc.; Market Answers; Rgk Rentals Ltd; Wendy Ogle**  
 Financing: **\$7,950,000.00 from American Bk/commerce**  
 Legal Desc: **LOT 1 BLK A NORTH CROSSING SUBD SEC 1-B**

**8920 Business Park Dr - Balcones North****SOLD**

53,984 SF Class B Office Building Built in 1980 (con't)

Parcel No: **254988**  
Document No: **2014181484****Income Expense Data**

<b>Expenses</b>	- Taxes	<b>\$137,587</b>
	- Operating Expenses	
	<b>Total Expenses</b>	<b>\$137,587</b>

**Current Building Information**

ID: 591130

Bldg Type: <b>Office</b>	Bldg Status: <b>Built in 1980</b>
Class: <b>B</b>	RBA: <b>53,984 SF</b>
Total Avail: <b>880 SF</b>	% Leased: <b>100.0%</b>
Bldg Vacant: <b>0 SF</b>	Rent/SF/Yr: <b>Withheld</b>
Tenancy: <b>Multi</b>	Elevators: <b>2</b>
Owner Type: <b>Other - Private</b>	Core Factor: <b>13.0%</b>
Owner Occupied: <b>No</b>	Stories: <b>3</b>
Zoning: <b>CS</b>	Typical Floor Size: <b>19,292 SF</b>
Land Area: <b>2.66 AC</b>	Building FAR: <b>0.47</b>
	Const Type: <b>Steel</b>

Expenses: **2015 Tax @ \$2.70/sf**  
 Parking: **20 Covered Spaces are available; 193 free Surface Spaces are available; Ratio of 3.33/1,000 SF**  
 Elevator Banks: **1st-3rd(2)**

**Location Information**

Metro Market: **Austin**  
 Submarket: **Northwest/Northwest**  
 County: **Travis**  
 CBSA: **Austin-Round Rock, TX**  
 DMA: **Austin, TX**  
 Map(Page): **Mapsco J32**

**Multi-Property**

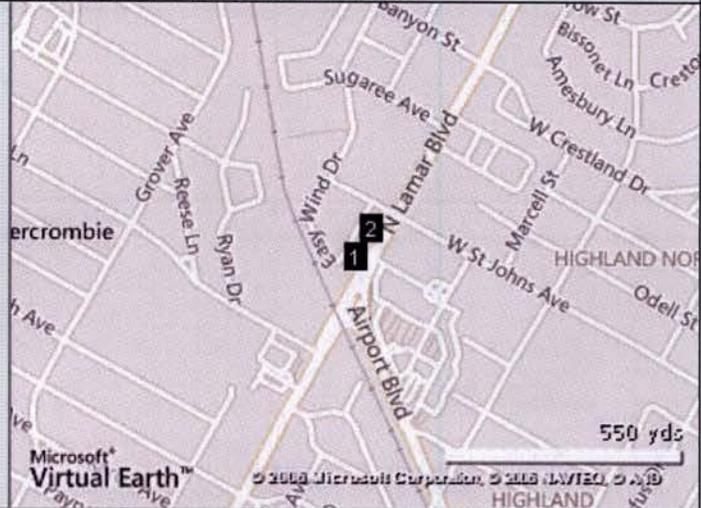
**SOLD**

Multi-Property sale on 2/3/2015 of 2 Class B Office properties, for \$6,200,000 (\$129.94/SF) - Research



**1** 7020 Easy Wind Dr

**2** 7010 Easy Wind Dr



**Summary of Property Info - at time of sale**

Address	City, State	Type-Class	Property SF	Built	Sale Price
<b>1</b> 7020 Easy Wind Dr	Austin, TX	Office B	25,516 SF	2009	\$3,315,641 (Allocated)
<b>2</b> 7010 Easy Wind Dr	Austin, TX	Office B	22,197 SF	2009	\$2,884,359 (Allocated)

**Buyer & Seller Contact Info**

Recorded Buyer: **Midtown Commons Office Center, LLC**  
 True Buyer: **MIG Real Estate, LLC**  
**Greg Merage**  
 660 Newport Center Dr  
 Newport Beach, CA 92660  
 (949) 474-5800

Recorded Seller: **Crestview Station Commercial LLC**  
 True Seller: **Trammell Crow Company**  
 2001 Ross Ave  
 Dallas, TX 75201  
 (214) 863-3000

Buyer Type: **Equity Funds**

Seller Type: **Developer/Owner-NTL**  
 Listing Broker: **Trammell Crow Company**  
**Scott Dyche**  
 (214) 863-3000

**Transaction Details**

ID: 3242221

Sale Date: <b>02/03/2015</b>	Sale Type: <b>Investment</b>
Escrow Length: <b>60 days</b>	RBA: <b>47,713 SF</b>
Sale Price: <b>\$6,200,000-Unconfirmed</b>	Land Area: <b>146 AC (6,359,760 SF)</b>
Asking Price: <b>-</b>	
Price/SF: <b>\$129.94</b>	
Pro Forma Cap Rate: <b>-</b>	Percent Improved: <b>66.6%</b>
Transfer Tax: <b>-</b>	Total Value Assessed: <b>\$6,973,530 in 2014</b>
	Improved Value Assessed: <b>\$4,640,892</b>
	Land Value Assessed: <b>\$2,332,638</b>
	Land Assessed/AC: <b>\$15,976</b>
Legal Desc: <b>Lot 1C and 1B, Resubdivision of Lot 1 Crestview Station</b>	
Parcel No: <b>821524, 821523</b>	
Document No: <b>2015018211</b>	
Financing: <b>\$70,000,000.00 from Bank Of America; Line of Credit loan type</b>	

**Multi-Property****SOLD**

Multi-Property sale on 2/3/2015 of 2 Class B Office properties, for \$6,200,000 (\$129.94/SF) - Research Complete (con't)

**Current Building Information: 7020 Easy Wind Dr**

ID: 6536117

Bldg Type: <b>Office</b>	Bldg Status: <b>Built in Jul 2009</b>
Class: <b>B</b>	RBA: <b>25,516 SF</b>
Total Avail: <b>1,986 SF</b>	% Leased: <b>92.2%</b>
Bldg Vacant: <b>1,986 SF</b>	Rent/SF/Yr: <b>\$20.50</b>
Tenancy: <b>Multi</b>	Elevators: <b>0</b>
Owner Type: <b>Equity Funds</b>	Core Factor: <b>-</b>
Owner Occupied: <b>No</b>	Stories: <b>2</b>
Zoning: <b>Mixed-Use</b>	Typical Floor Size: <b>30,161 SF</b>
Land Area: <b>73 AC</b>	Building FAR: <b>0.01</b>
	Const Type: <b>Reinforced Concrete</b>

Expenses: **2014 Tax @ \$3.78/sf, 2010 Est Tax @ \$2.81/sf; 2014 Ops @ \$16.60/sf, 2016 Est Ops @ \$10.25/sf**  
 Parking: **Ratio of 4.00/1,000 SF**

**Location Information**

Park Name: **Midtown Commons**  
 Located: **Airport Blvd**  
 Metro Market: **Austin**  
 Submarket: **Central/Central**  
 County: **Travis**  
 CBSA: **Austin-Round Rock, TX**  
 DMA: **Austin, TX**

**Current Building Information: 7010 Easy Wind Dr**

ID: 6719330

Bldg Type: <b>Office</b>	Bldg Status: <b>Built in Jul 2009</b>
Class: <b>B</b>	RBA: <b>22,197 SF</b>
Total Avail: <b>2,492 SF</b>	% Leased: <b>88.8%</b>
Bldg Vacant: <b>2,492 SF</b>	Rent/SF/Yr: <b>Withheld</b>
Tenancy: <b>Multi</b>	Elevators: <b>0</b>
Owner Type: <b>Equity Funds</b>	Core Factor: <b>-</b>
Owner Occupied: <b>No</b>	Stories: <b>2</b>
Zoning: <b>Mixed Use</b>	Typical Floor Size: <b>11,099 SF</b>
Land Area: <b>73 AC</b>	Building FAR: <b>0.01</b>
	Const Type: <b>Reinforced Concrete</b>

Expenses: **2015 Tax @ \$6.21/sf, 2010 Est Tax @ \$3.23/sf; 2012 Ops @ \$8.67/sf, 2016 Est Ops @ \$10.25/sf**  
 Parking: **19 free Surface Spaces are available; Ratio of 6.00/1,000 SF**

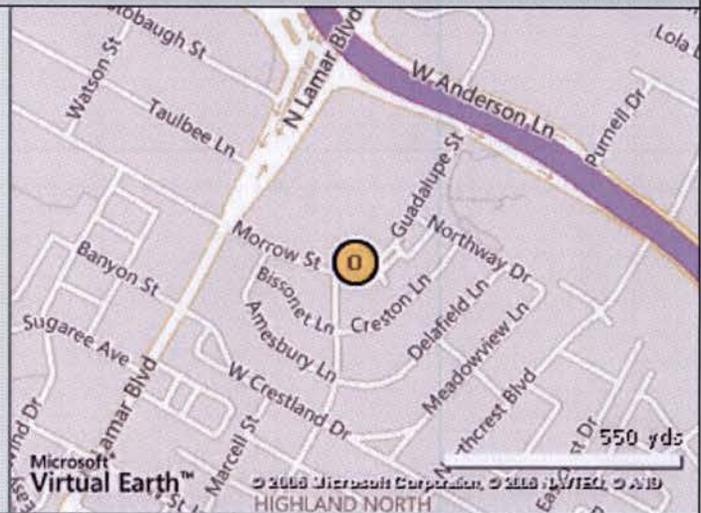
**Location Information**

Park Name: **Midtown Commons**  
 Metro Market: **Austin**  
 Submarket: **Central/Central**  
 County: **Travis**  
 CBSA: **Austin-Round Rock, TX**  
 DMA: **Austin, TX**

**7620 Guadalupe St - North Lamar Office Campus****SOLD****4****Austin, TX 78752**

Sale on 12/18/2014 - Research Complete

51,349 SF Class B Office Building Built in 1987, Renov 2013

**Buyer & Seller Contact Info**Recorded Buyer: **PV Exchange LLC**True Buyer: **Riverside 193 Inc****Craig Dunagan**

2004 Lakeshore Dr

Austin, TX 78746

(512) 328-8263

Buyer Type: **Developer/Owner-NTL**Buyer Broker: **KW Commercial Northwest****Richard Hall**

(512) 659-8587

Recorded Seller: **EY 7620 LP**True Seller: **EY Ventures, LLC****Dan Stansbury**

25 Highland Park Vlg

Dallas, TX 75205

(214) 937-9839

Seller Type: **Developer/Owner-RGNL**Listing Broker: **No Listing Broker on Deal****Transaction Details**

ID: 3204083

Sale Date: **12/18/2014**

Escrow Length: -

Sale Price: -

Asking Price: -

Price/SF: -

Sale Type: **Investment**Bldg Type: **Office**Year Built/Age: **Built in 1987, Renov 2013 Age: 27**RBA: **51,349 SF**Land Area: **2.53 AC (110,242 SF)**Percent Leased: **0.0%**Tenancy: **Multi**Percent Improved: **42.9%**Total Value Assessed: **\$1,929,611 in 2014**Improved Value Assessed: **\$827,211**Land Value Assessed: **\$1,102,400**Land Assessed/AC: **\$435,593**Financing: **\$4,880,000.00 from Bank Of America**Parcel No: **751949**Document No: **2014188443**Sale History: **Sold on 12/18/2014****Sold on 8/11/2011**

**7620 Guadalupe St - North Lamar Office Campus****SOLD**

51,349 SF Class B Office Building Built in 1987, Renov 2013 (con't)

**Transaction Notes**

The office property sold for an undisclosed amount on December 18, 2014. This was reported as an accomodator deal. The property had significant deferred maintenance and was 100% vacant at the time of sale. This was an off-market deal. The buyer was represented by a broker and the seller represented themselves. The property will be completely renovated except the common areas. The information regarding this transaction was confirmed by a source deemed reliable from the buyer's party. More information will be provided as it becomes available.

**Income Expense Data**

<b>Expenses</b>	- Taxes	<b>\$45,921</b>
	- Operating Expenses	
	<b>Total Expenses</b>	<b>\$45,921</b>

**Current Building Information**

ID: 595054

Bldg Type: <b>Office</b>	Bldg Status: <b>Built in 1987, Renov 2013</b>
Class: <b>B</b>	RBA: <b>51,349 SF</b>
Total Avail: <b>51,349 SF</b>	% Leased: <b>-</b>
Bldg Vacant: <b>51,349 SF</b>	Rent/SF/Yr: <b>Withheld</b>
Tenancy: <b>Multi</b>	Elevators: <b>2</b>
Owner Type: <b>Developer/Owner-NTL</b>	Core Factor: <b>-</b>
Owner Occupied: <b>No</b>	Stories: <b>3</b>
Zoning: <b>CS</b>	Typical Floor Size: <b>17,085 SF</b>
Land Area: <b>2.53 AC</b>	Building FAR: <b>0.47</b>
	Const Type: <b>Reinforced Concrete</b>
Expenses: <b>2015 Tax @ \$2.21/sf, 2012 Est Tax @ \$1.09/sf; 2011 Ops @ \$7.24/sf, 2012 Est Ops @ \$4.57/sf</b>	
Parking: <b>183 free Surface Spaces are available; Ratio of 4.00/1,000 SF</b>	
Amenities: <b>Air Conditioning, Bus Line</b>	
Elevator Banks: <b>1st-3rd(2)</b>	

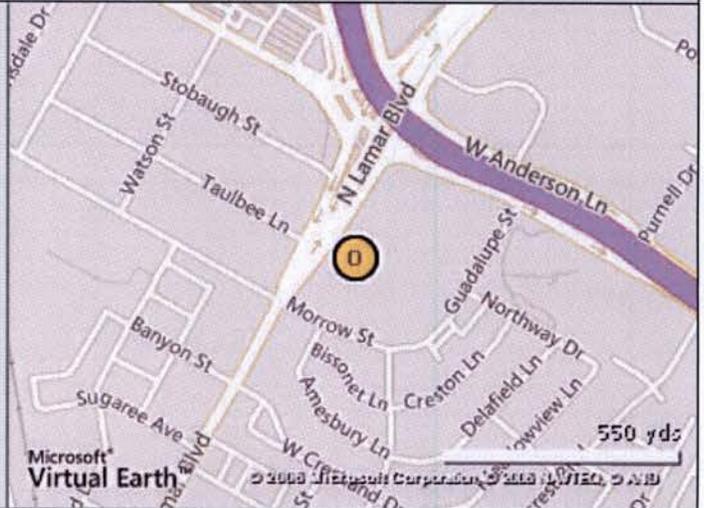
**Location Information**

Park Name: <b>North Lamar Office Campus</b>
Metro Market: <b>Austin</b>
Submarket: <b>Central/Central</b>
County: <b>Travis</b>
CBSA: <b>Austin-Round Rock, TX</b>
DMA: <b>Austin, TX</b>

**7701 N Lamar Blvd****SOLD****5****Austin, TX 78752**

Sale on 11/4/2015 - Research Complete

54,560 SF Class C Office Condominium in a 54,560 SF building Built in 1971

**Buyer & Seller Contact Info**

Recorded Buyer: **Austin Partners**  
 True Buyer: **Austin Partners**  
 7703 N Lamar Blvd  
 Austin, TX 78752  
 (512) 617-6301

Recorded Seller: **Journeyman Austin Holdings Inc**  
 True Seller: **Journeyman Austin Holdings, Inc.**  
**Sam Kumar**  
 804 Congress Ave  
 Austin, TX 78701  
 (512) 247-7000

Buyer Type: **Developer/Owner-RGNL**Seller Type: **Individual****Transaction Details**

ID: 3449086

Sale Date: **11/04/2015**  
 Escrow Length: -  
 Sale Price: -  
 Asking Price: -  
 Price/SF: -

Sale Type: -  
 Bldg Type: **Office**  
 Year Built/Age: **Built in 1971 Age: 44**  
 RBA: **54,560 SF**  
 Land Area: **1.50 AC (65,340 SF)**

Percent Leased: **98.1%**  
 Tenancy: **Multi**

Percent Improved: **76.1%**  
 Total Value Assessed: **\$4,237,970 in 2015**  
 Improved Value Assessed **\$3,225,505**  
 Land Value Assessed: **\$1,012,465**  
 Land Assessed/AC: **\$674,976**

No. of Tenants: **8**  
 Tenants at time of sale: **Concordia University Texas; Court Appointed Special Advocates; JCI Residential; Journeyman Construction; Lynnwood At 1431 Llc; Resource Care Corporation; Southpark Crossing, LLC; Spts Holdings LLC**

Parcel No: **739784, 739782, 739783, 739786, 739785**  
 Document No: **2015179478**  
 Sale History: **Sold on 11/4/2015**  
**Sold on 7/25/2012 Non-Arms Length**  
**Sold on 3/31/2006**

**7701 N Lamar Blvd****SOLD**

54,560 SF Class C Office Condominium in a 54,560 SF building Built in 1971 (con't)

**Transaction Notes**

A representative for the buyer reported the subject property was purchased on November 4, 2015 for an undisclosed amount. At this time it is unknown how long this property was on the market or if there were brokers involved in the deal. This comp will be updated with new information as it becomes available.

**Income Expense Data**

<b>Expenses</b>	- Taxes	<b>\$97,307</b>
	- Operating Expenses	
	Total Expenses	<b>\$97,307</b>

**Current Building Information**

ID: 591263

Bldg Type: <b>Office</b>	Bldg Status: <b>Built in 1971</b>
Class: <b>C</b>	RBA: <b>54,560 SF</b>
Total Avail: <b>1,056 SF</b>	% Leased: <b>98.1%</b>
Bldg Vacant: <b>1,056 SF</b>	Rent/SF/Yr: <b>Withheld</b>
Tenancy: <b>Multi</b>	Elevators: <b>2</b>
Owner Type: <b>Developer/Owner-RGNL</b>	Core Factor: <b>10.7%</b>
Owner Occupied: <b>No</b>	Stories: <b>5</b>
Zoning: <b>CS-MU-V-NP, CS-1, MU-V-NP</b>	Typical Floor Size: <b>10,912 SF</b>
Land Area: <b>1.50 AC</b>	Building FAR: <b>0.84</b>
	Const Type: <b>Masonry</b>
Expenses: <b>2015 Tax @ \$1.78/sf, 2009 Est Tax @ \$1.99/sf; 2009 Est Ops @ \$8.57/sf</b>	
Parking: <b>63 Covered Spaces are available; 118 free Surface Spaces are available; Ratio of 3.32/1,000 SF</b>	
Amenities: <b>Bus Line, Conferencing Facility, Property Manager on Site, Signage</b>	
Elevator Banks: <b>1st-5th(2)</b>	

**Location Information**

Located: <b>S Research at Anderson</b>
Metro Market: <b>Austin</b>
Submarket: <b>Central/Central</b>
County: <b>Travis</b>
CBSA: <b>Austin-Round Rock, TX</b>
DMA: <b>Austin, TX</b>
Map(Page): <b>Mapsco K29</b>

# 13915 N MO Pac Expy - Enterprise Plaza

**SOLD**

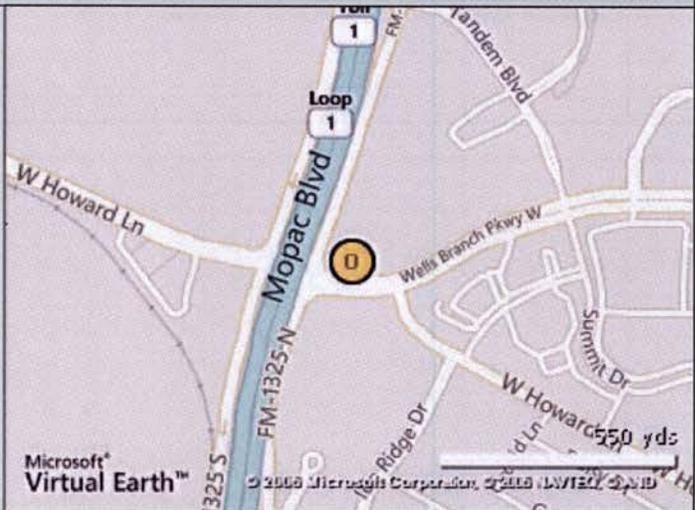
6

Austin, TX 78728

Sale on 7/25/2014 - Research Complete

**Non-Arms Length**

50,632 SF Class B Office Building Built in 1986, Renov 1995



### Buyer & Seller Contact Info

Recorded Buyer: **D Asc Of Bearcreek Properties Lt**  
3724 Jefferson St  
Austin, TX 78731

Recorded Seller: **Asc Of Bearcreek Ent Lic**

### Transaction Details

ID: 3091600

Sale Date: **07/25/2014**  
Escrow Length: -  
Sale Price: -  
Asking Price: -  
Price/SF: -

Sale Type: -  
Bldg Type: **Office**  
Year Built/Age: **Built in 1986, Renov 1995 Age: 28**  
RBA: **50,632 SF**  
Land Area: **4 AC (174,240 SF)**

Percent Leased: **57.5%**  
Tenancy: **Multi**  
Non-Market Reasons: **Change in Title Vesting**

Percent Improved: **61.5%**  
Total Value Assessed: **\$4,455,616 in 2013**  
Improved Value Assessed **\$2,741,966**  
Land Value Assessed: **\$1,713,650**  
Land Assessed/AC: **\$428,412**

No. of Tenants: **8**  
Tenants at time of sale: **A D D Heath And Wellness Cente; Allstate; Chicony Electronics Co. Ltd.; Designer Hair Club Inc; Texas Multicore Technologies, Inc.; Usqb Lic; Wholesale Coins Direct, Lic; World Financial Group**

Financing: **\$2,500,000.00 from Southside Bk**

Parcel No: **271367**  
Document No: **2014112089**

**13915 N MO Pac Expy - Enterprise Plaza****SOLD**

50,632 SF Class B Office Building Built in 1986, Renov 1995 (con't)

Sale History: **Sold on 10/23/2015 Non-Arms Length**  
**Sold on 10/23/2015**  
**Sold on 10/23/2015 Non-Arms Length**  
**Sold on 10/23/2015 Non-Arms Length**  
**Sold on 7/25/2014 Non-Arms Length**  
**Sold on 6/8/2006**  
**Sold for \$4,500,000 (\$88.88/SF) on 10/26/1999**  
**Sold for \$2,500,000 (\$49.38/SF) on 12/19/1995**

**Income Expense Data**

<b>Expenses</b>	- Taxes	<b>\$134,601</b>
	- Operating Expenses	
	<b>Total Expenses</b>	<b>\$134,601</b>

**Current Building Information**

ID: 591196

Bldg Type: <b>Office</b>	Bldg Status: <b>Built in 1986, Renov 1995</b>
Class: <b>B</b>	RBA: <b>50,632 SF</b>
Total Avail: <b>14,580 SF</b>	% Leased: <b>71.2%</b>
Bldg Vacant: <b>14,580 SF</b>	Rent/SF/Yr: <b>\$14.50</b>
Tenancy: <b>Multi</b>	Elevators: <b>2</b>
Owner Type: <b>-</b>	Core Factor: <b>13.8%</b>
Owner Occupied: <b>No</b>	Stories: <b>4</b>
Zoning: <b>ETJ, County</b>	Typical Floor Size: <b>11,335 SF</b>
Land Area: <b>4 AC</b>	Building FAR: <b>0.29</b>
	Const Type: <b>Masonry</b>

Expenses: **2015 Tax @ \$2.66/sf; 2006 Est Ops @ \$6.47/sf**  
Parking: **168 free Surface Spaces are available; Ratio of 3.60/1,000 SF**  
Amenities: **Banking, Controlled Access, On Site Management, Property Manager on Site, Restaurant, Signage**  
Elevator Banks: **1st-4th(2)**

**Location Information**

Metro Market: **Austin**  
Submarket: **North/North/Domain**  
County: **Travis**  
CBSA: **Austin-Round Rock, TX**  
DMA: **Austin, TX**  
Map(Page): **Mapsco L37**

13915 N MO Pac Expy - Enterprise Plaza

SOLD

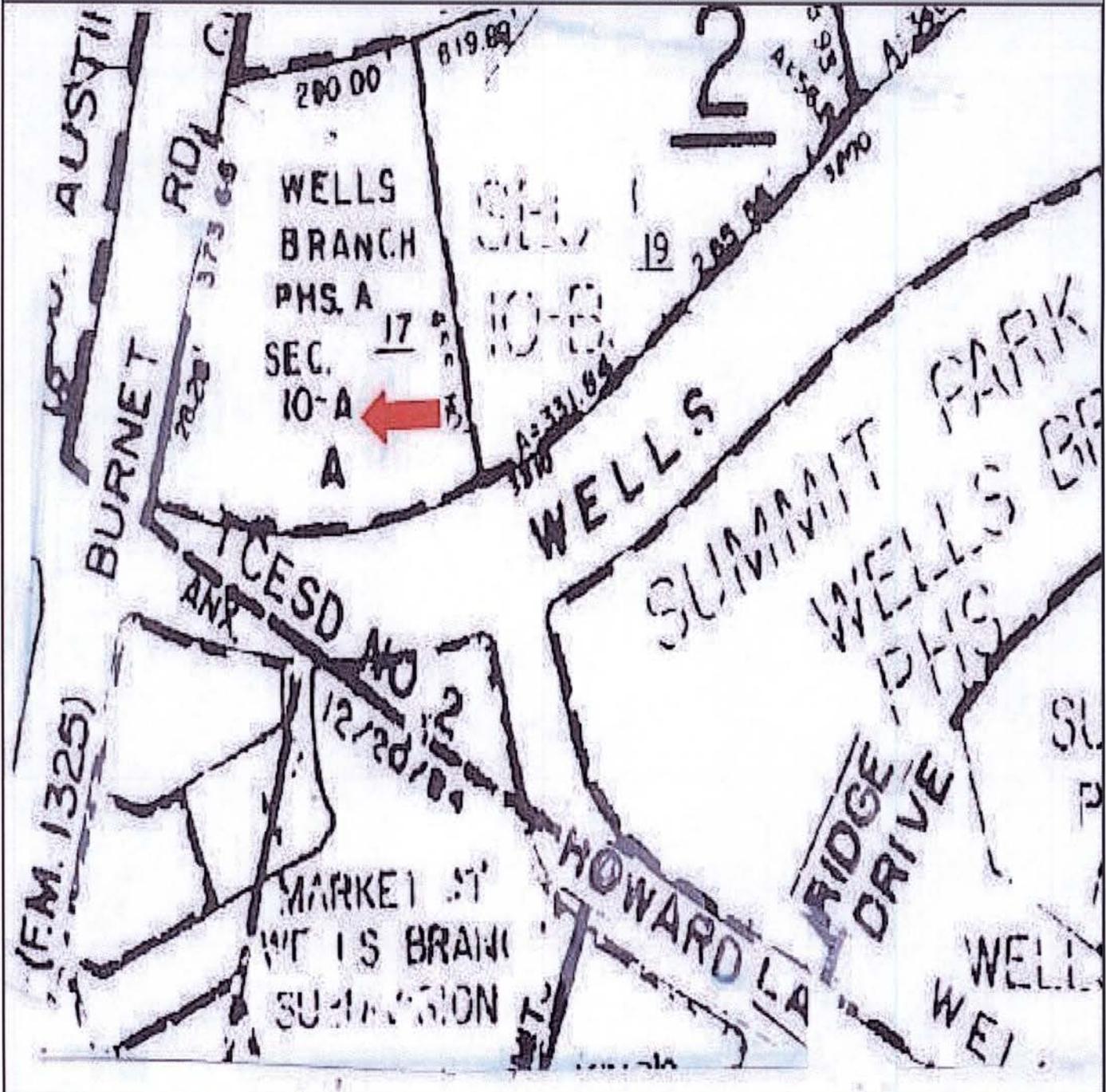
50,632 SF Class B Office Building Built in 1986, Renov 1995 (con't)

Parcel Number: 271367

Legal Description: Lot 1 blk A Wells Branch phs A sec 10-A a subdiv in Travis County vol 85 pg 41A

County: Travis

Plat Map: 13915 N MO Pac Expy



# 8627 MoPac Expy N - Chancellor Centre

**SOLD**

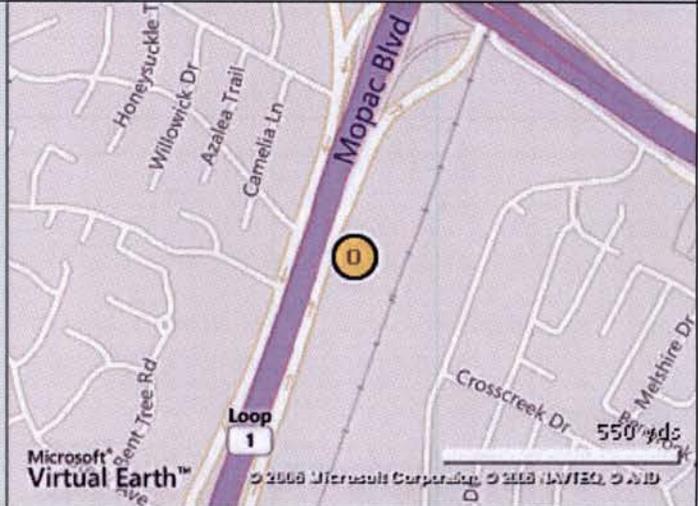
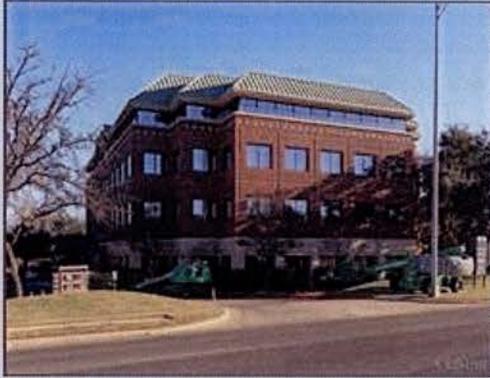
8

Austin, TX 78759

Sale on 8/19/2015 - Research Complete

**Non-Arms Length**

46,411 SF Class B Office Building Built in 1985



### Buyer & Seller Contact Info

Recorded Buyer: **8611 Mopac Investors Lp**  
True Buyer: **8611 Mopac Investors Lp**  
7200 N Mo Pac Expy  
Austin, TX 78731  
(512) 346-0025

Recorded Seller: **Us Reif Eurus Austin Llc**  
True Seller: **Us Reif Eurus Austin Llc**

### Transaction Details

ID: 3382394

Sale Date: **08/19/2015**  
Escrow Length: -  
Sale Price: -  
Asking Price: -  
Price/SF: -

Sale Type: -  
Bldg Type: **Office**  
Year Built/Age: **Built in 1985 Age: 30**  
RBA: **46,411 SF**  
Land Area: **2.12 AC (92,347 SF)**

Percent Leased: **94.8%**  
Tenancy: **Multi**  
Non-Market Reasons: **Partnership Dissolution**

Percent Improved: **84.5%**  
Total Value Assessed: **\$5,071,793 in 2014**  
Improved Value Assessed **\$4,286,843**  
Land Value Assessed: **\$784,950**  
Land Assessed/AC: **\$370,259**

No. of Tenants: **12**  
Tenants at time of sale: **Capital Real Estate Training Center; Energy One; Evaluation Software Publishing Inc; GCS Technologies, Inc; HomeCity Real Estate; Integrated Care Collaboration; Landers Mortgage; Lone Star Circle of Care Inc; LoneStar Circle; National Transcript Cente; Nikiforos Realty LLC; Practical Care Continuum**

Parcel No: **251442**  
Document No: **2015132730**  
Sale History: **Sold on 8/19/2015 Non-Arms Length**  
**Portfolio sale of 8 properties sold on 6/27/2014 Non-Arms Length**  
**Sold for \$5,200,000 (\$112.04/SF) on 6/14/2005**  
**Sold for \$1,850,000 (\$39.86/SF) on 9/16/1992**

**8627 MoPac Expy N - Chancellor Centre****SOLD**

46,411 SF Class B Office Building Built in 1985 (con't)

**Transaction Notes**

This Transaction is still currently being researched. All current information is based off of public record.

**Income Expense Data**

<b>Expenses</b>	- Taxes	<b>\$149,081</b>
	- Operating Expenses	
	<b>Total Expenses</b>	<b>\$149,081</b>

**Current Building Information**

ID: 591168

Bldg Type: <b>Office</b>	Bldg Status: <b>Built in 1985</b>
Class: <b>B</b>	RBA: <b>46,411 SF</b>
Total Avail: <b>2,418 SF</b>	% Leased: <b>94.8%</b>
Bldg Vacant: <b>2,418 SF</b>	Rent/SF/Yr: <b>\$17.50</b>
Tenancy: <b>Multi</b>	Elevators: <b>2</b>
Owner Type: <b>-</b>	Core Factor: <b>13.8%</b>
Owner Occupied: <b>No</b>	Stories: <b>4</b>
Zoning: <b>LR, Austin</b>	Typical Floor Size: <b>11,603 SF</b>
Land Area: <b>2.12 AC</b>	Building FAR: <b>0.50</b>
	Const Type: <b>Masonry</b>
Expenses: <b>2016 Combined Tax/Ops @ \$11.67/sf; 2015 Combined Est Tax/Ops @ \$11.59/sf</b>	
Parking: <b>155 free Surface Spaces are available; Free Covered Spaces; Ratio of 3.33/1,000 SF</b>	
Amenities: <b>Banking, Controlled Access, Property Manager on Site</b>	
Elevator Banks: <b>1st-4th(2)</b>	

**Location Information**

Metro Market: <b>Austin</b>
Submarket: <b>Central/Central</b>
County: <b>Travis</b>
CBSA: <b>Austin-Round Rock, TX</b>
DMA: <b>Austin, TX</b>
Map(Page): <b>Mapsco J31</b>

8627 MoPac Expy N - Chancellor Centre

SOLD

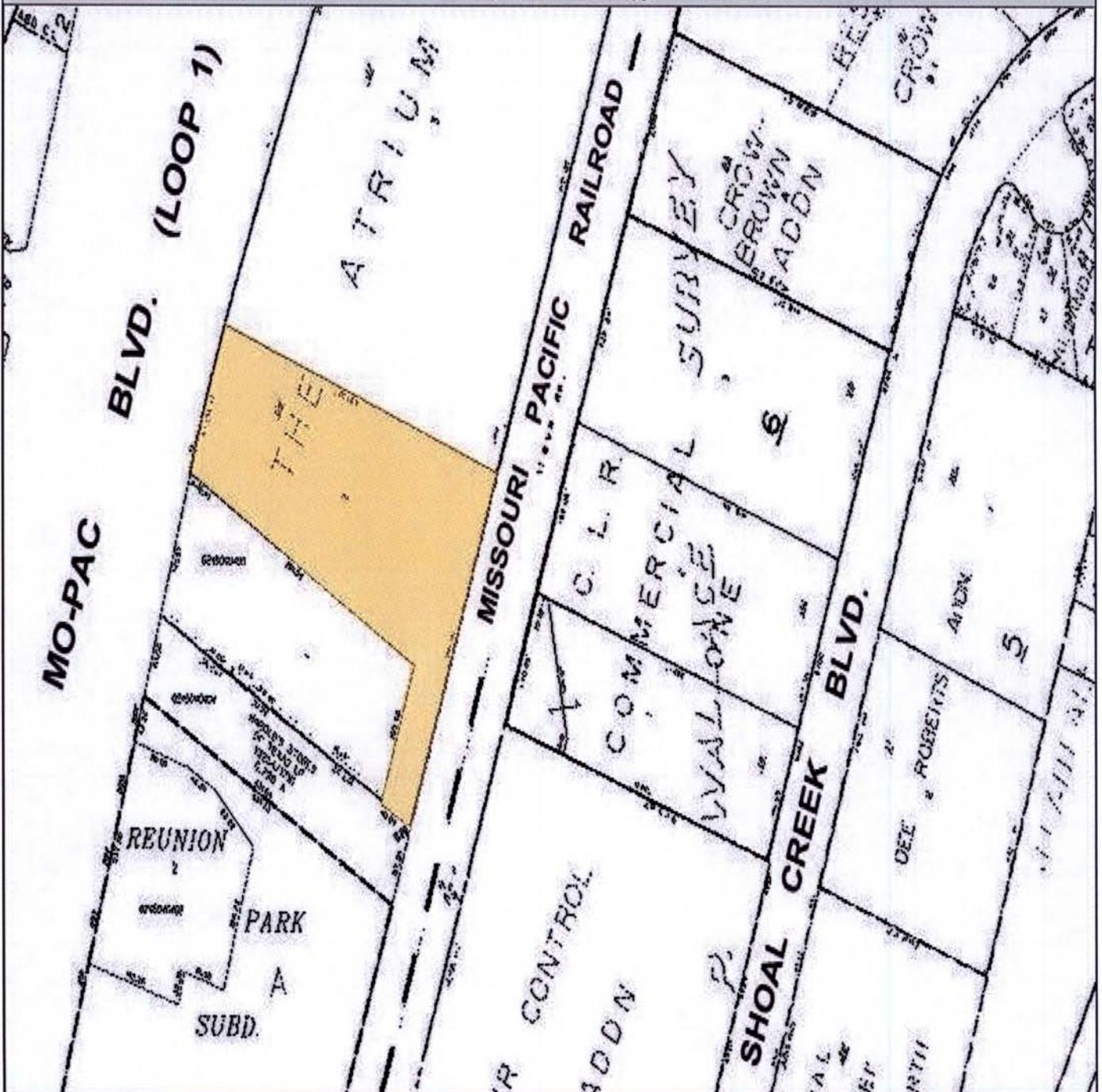
46,411 SF Class B Office Building Built in 1985 (con't)

Parcel Number: 251442

Legal Description: Lot 2, The Atrium Subdivision, Travis County Texas, bk 83, pg 125C & easements.

County: Travis

Plat Map: 8627 MoPac Expy N



# 10415 Morado Cir - Building I - The Campus @ Arboretum

**SOLD**

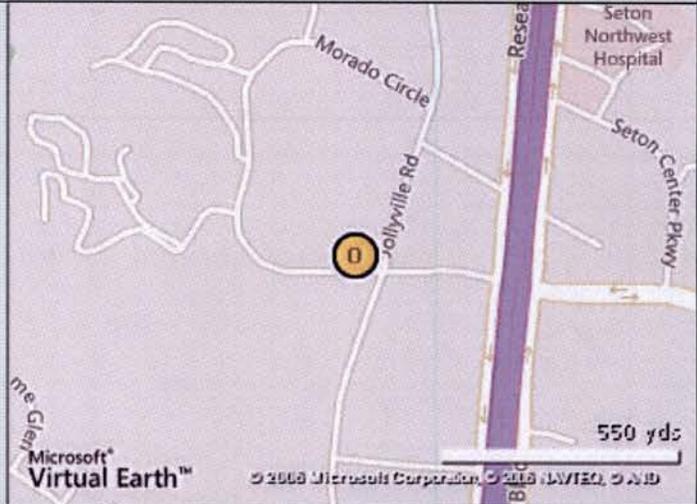
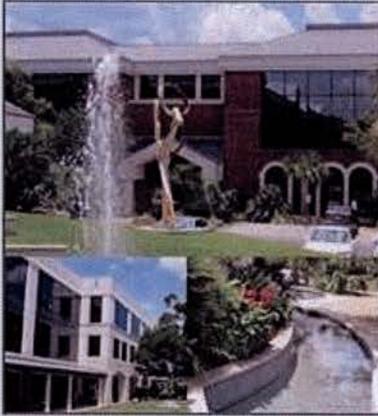
9

Austin, TX 78759

Sale on 1/30/2014 - Research Complete

**Non-Arms Length**

57,859 SF Class A Office Building Built in 1986, Renov 1994



### Buyer & Seller Contact Info

Recorded Buyer: **Dwf Iv Morado Circle Llc**  
575 Market St  
San Francisco, CA 94104

Recorded Seller: **Hb Avallon Llc**

### Transaction Details

ID: 2964826

Sale Date: **01/30/2014**  
Escrow Length: -  
Sale Price: -  
Asking Price: -  
Price/SF: -

Sale Type: -  
Bldg Type: **Office**  
Year Built/Age: **Built in 1986, Renov 1994 Age: 28**  
RBA: **57,859 SF**  
Land Area: **2.29 AC (99,905 SF)**

Percent Leased: **97.1%**  
Tenancy: **Multi**  
Non-Market Reasons: **Correction Deed**

Percent Improved: **87.8%**  
Total Value Assessed: **\$37,937,911 in 2012**  
Improved Value Assessed: **\$33,317,284**  
Land Value Assessed: **\$4,620,627**  
Land Assessed/AC: **\$2,014,661**

No. of Tenants: **9**  
Tenants at time of sale: **A J Wagner Ameriprise Financial Services Inc; Adjacent Tech; Bridge360; CP&Y, Inc.; Dan Kraus Ameriprise Financial Services Inc; Kimley-Horn and Associates, Inc.; Raoul Celerier Ameriprise Financial Services Inc; Resource Consulting Group Inc; SWBC Mortgage Corporation**

Parcel No: **155453**

Document No: **2014016594**

Sale History: **Sold on 1/30/2014 Non-Arms Length**  
**Portfolio sale of 5 properties sold for \$63,500,000 (\$199.25/SF) on 1/14/2014**  
**Portfolio sale of 5 properties sold on 12/30/2010**  
**Portfolio sale of 6 properties sold on 7/10/2007**

**10415 Morado Cir - Building I - The Campus @ Arboretum****SOLD**

57,859 SF Class A Office Building Built in 1986, Renov 1994 (con't)

**Transaction Notes**

This is a correction deed. For the true sale, please see CoStar Comp 2960050.

**Current Building Information**

ID: 591128

Bldg Type:	Office	Bldg Status:	Built in 1986, Renov 1994
Class:	A	RBA:	57,859 SF
Total Avail:	11,304 SF	% Leased:	95.3%
Bldg Vacant:	2,733 SF	Rent/SF/Yr:	\$23.00
Tenancy:	Multi	Elevators:	3 with 1 ft
Owner Type:	Investment Manager	Core Factor:	10.0%
Owner Occupied:	No	Stories:	3
Zoning:	GO	Typical Floor Size:	18,931 SF
Land Area:	2.29 AC	Building FAR:	0.58
		Const Type:	Steel

Expenses: 2016 Combined Tax/Ops @ \$14.13/sf; 2015 Combined Est Tax/Ops @ \$13.78/sf  
 Parking: Ratio of 3.60/1,000 SF  
 Amenities: Conferencing Facility, Courtyard, Fitness Center, On Site Management, Security System  
 Setbacks: 1st 18,867 sf; 2nd 20,305 sf; 3rd 20,887 sf

**Location Information**

Park Name: The Campus @ Arboretum  
 Located: off Hwy 183 and Braker Lane  
 Metro Market: Austin  
 Submarket: Northwest/Northwest  
 County: Travis  
 CBSA: Austin-Round Rock, TX  
 DMA: Austin, TX  
 Map(Page): Mapsco J34

**10415 Morado Cir - Building I - The Campus @ Arboretum**

**SOLD**

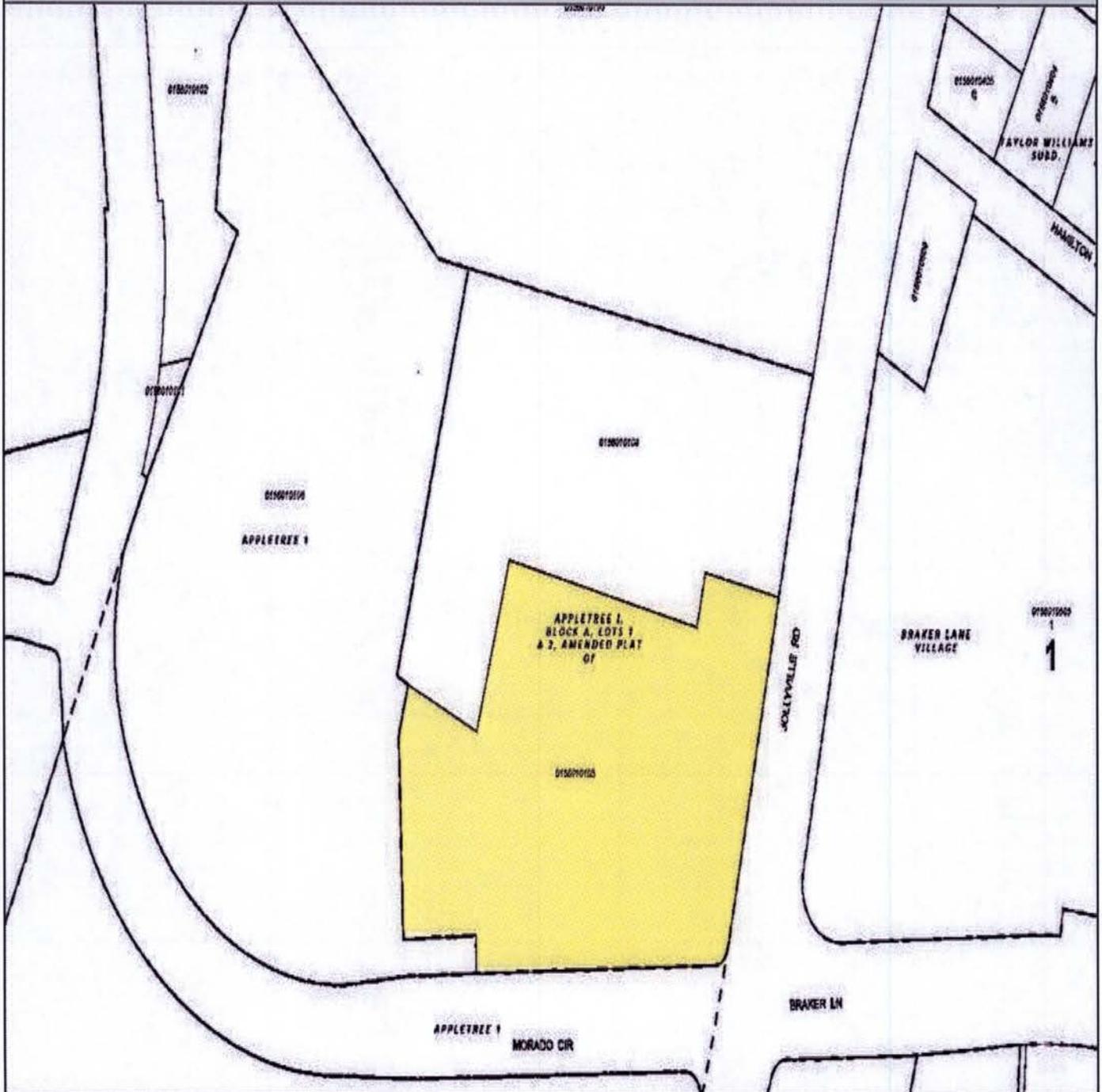
57,859 SF Class A Office Building Built in 1986, Renov 1994 (con't)

Parcel Number: **155453**

Legal Description: -

County: **Travis**

**Plat Map: 10415 Morado Cir**



**5508 Parkcrest Dr - Parkcrest Center**

**SOLD**

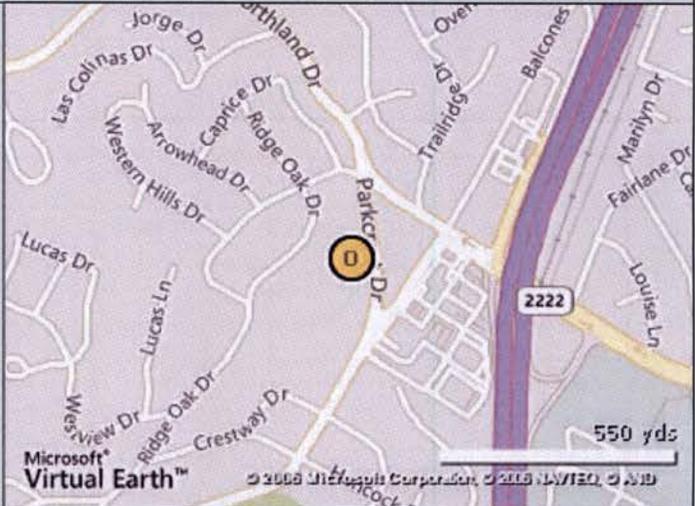
**10**

**Austin, TX 78731**

Sale on 7/27/2015 - Research Complete

**Non-Arms Length**

42,719 SF Class B Office Building Built in 1985



**Buyer & Seller Contact Info**

Recorded Buyer: **5508 Parkcrest Llc**  
1750 Taylor St  
San Francisco, CA 94133

Recorded Seller: **Bancroft Paul Iii 2004 Trust**

**Transaction Details**

ID: 3371487

Sale Date: **07/27/2015**  
Escrow Length: -  
Sale Price: -  
Asking Price: -  
Price/SF: -

Sale Type: -  
Bldg Type: **Office**  
Year Built/Age: **Built in 1985 Age: 30**  
RBA: **42,719 SF**  
Land Area: **1.59 AC (69,260 SF)**

Percent Leased: **92.9%**  
Tenancy: **Multi**  
Non-Market Reasons: **Change in Title Vesting**

Percent Improved: **81.3%**  
Total Value Assessed: **\$5,565,560 in 2014**  
Improved Value Assessed **\$4,526,660**  
Land Value Assessed: **\$1,038,900**  
Land Assessed/AC: **\$653,396**

No. of Tenants: **8**  
Tenants at time of sale: **Austin Affiliate Of The Susan G Komen Breast Cance; Future Search Trials; Garcia, Donald; Gates; Leo & Associates Inc; Novotus; Sleep Associates Of America, Llc.; Somnosolutions, Inc.; The Sleep Center**

Parcel No: **127933**  
Document No: **2015122814**  
Sale History: **Sold on 7/27/2015 Non-Arms Length**  
**Sold on 9/6/2012**  
**Sold on 2/18/2010**  
**Sold for \$0 on 2/12/2010 Non-Arms Length**  
**Sold on 1/28/2008**  
**Sold on 12/20/2001 Non-Arms Length**  
**Sold for \$1,000,000 (\$23.41/SF) on 12/2/1992**

**5508 Parkcrest Dr - Parkcrest Center**

42,719 SF Class B Office Building Built in 1985 (con't)

**SOLD****Transaction Notes**

This COMP is for informational purposes only, there was no real estate exchanged, this was a change in title vesting.

**Income Expense Data**

<b>Expenses</b>	- Taxes	<b>\$137,844</b>
	- Operating Expenses	
	Total Expenses	<b>\$137,844</b>

**Current Building Information**

ID: 591166

Bldg Type: <b>Office</b>	Bldg Status: <b>Built in 1985</b>
Class: <b>B</b>	RBA: <b>42,719 SF</b>
Total Avail: <b>14,091 SF</b>	% Leased: <b>67.0%</b>
Bldg Vacant: <b>14,091 SF</b>	Rent/SF/Yr: <b>Withheld</b>
Tenancy: <b>Multi</b>	Elevators: <b>2</b>
Owner Type: <b>-</b>	Core Factor: <b>16.0%</b>
Owner Occupied: <b>No</b>	Stories: <b>3</b>
Zoning: <b>GR/CS</b>	Typical Floor Size: <b>14,239 SF</b>
Land Area: <b>1.59 AC</b>	Building FAR: <b>0.62</b>
	Const Type: <b>Masonry</b>
Expenses: <b>2015 Tax @ \$3.23/sf; 2012 Ops @ \$6.12/sf</b>	
Parking: <b>97 Surface Spaces are available; 35 Covered Spaces are available; Ratio of 3.20/1,000 SF</b>	
Amenities: <b>Atrium, Controlled Access, Signage</b>	

**Location Information**

Metro Market: <b>Austin</b>
Submarket: <b>Northwest/Northwest</b>
County: <b>Travis</b>
CBSA: <b>Austin-Round Rock, TX</b>
DMA: <b>Austin, TX</b>
Map(Page): <b>Mapsco H28</b>

**5508 Parkcrest Dr - Parkcrest Center**

42,719 SF Class B Office Building Built in 1985 (con't)

**SOLD**

Parcel Number: **127933**

Legal Description: **Lot 2 Parkcrest Center No. 2 vol 86 pg 135A**

County: **Travis**

**Plat Map: 5508 Parkcrest Dr**



**12554 Riata Vista Cir - Riata Crossing 5 - Riata Crossing**

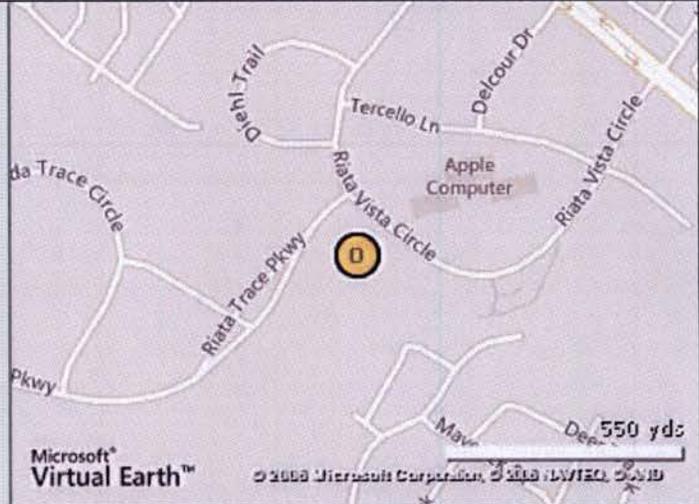
**SOLD**

11

Austin, TX 78727

Sale on 5/12/2014 - Research Complete

50,494 SF Class A Office Building Built in 2000



**Buyer & Seller Contact Info**

Recorded Buyer: **Ausrad Properties Lp**  
10900 Stonelake Blvd  
Austin, TX 78759

Recorded Seller: **Riata Holdings Lp**

**Transaction Details**

ID: 3060772

Sale Date: **05/12/2014**  
Escrow Length: -  
Sale Price: -  
Asking Price: -  
Price/SF: -

Sale Type: -  
Bldg Type: **Office**  
Year Built/Age: **Built in 2000 Age: 14**  
RBA: **50,494 SF**  
Land Area: **9.73 AC (423,839 SF)**

Percent Leased: **100.0%**  
Tenancy: **Multi**

Percent Improved: **77.6%**  
Total Value Assessed: **\$6,699,105 in 2013**  
Improved Value Assessed **\$5,199,687**  
Land Value Assessed: **\$1,499,418**  
Land Assessed/AC: **\$154,102**

No. of Tenants: **2**  
Tenants at time of sale: **D.R. Horton, Inc.; DHI Mortgage Company**  
Financing: **\$10,447,216.00 from Bank Of America**

Parcel No: **462474**  
Document No: **2014070245**

Sale History: **Sold on 5/12/2014**  
**Portfolio sale of 11 properties sold for \$219,000,000 (\$237.24/SF) on 8/19/2008**

**12554 Riata Vista Cir - Riata Crossing 5 - Riata Crossing****SOLD**

50,494 SF Class A Office Building Built in 2000 (con't)

**Income Expense Data**

<b>Expenses</b>	- Taxes	<b>\$186,730</b>
	- Operating Expenses	
	<b>Total Expenses</b>	<b>\$186,730</b>

**Current Building Information**

ID: 591708

Bldg Type: <b>Office</b>	Bldg Status: <b>Built in 2000</b>
Class: <b>A</b>	RBA: <b>50,494 SF</b>
Total Avail: <b>0 SF</b>	% Leased: <b>100.0%</b>
Bldg Vacant: <b>0 SF</b>	Rent/SF/Yr: <b>-</b>
Tenancy: <b>Multi</b>	Elevators: <b>2</b>
Owner Type: <b>-</b>	Core Factor: <b>5.0%</b>
Owner Occupied: <b>No</b>	Stories: <b>2</b>
Zoning: <b>LI</b>	Typical Floor Size: <b>25,247 SF</b>
Land Area: <b>9.73 AC</b>	Building FAR: <b>0.12</b>
	Const Type: <b>Reinforced Concrete</b>

Expenses: **2015 Tax @ \$5.07/sf, 2013 Est Tax @ \$2.85/sf; 2013 Est Ops @ \$7.98/sf**  
 Parking: **200 free Surface Spaces are available; Ratio of 5.00/1,000 SF**  
 Amenities: **Fitness Center**

**Location Information**

Park Name: **Riata Crossing**  
 Metro Market: **Austin**  
 Submarket: **Northwest/Northwest**  
 County: **Travis**  
 CBSA: **Austin-Round Rock, TX**  
 DMA: **Austin, TX**  
 Map(Page): **Mapsco J36**



**Executive Summary**

**06-02-16**

**Agenda Subject:** Old Town Business Grant to “Sweeten Up Bake Shop”

**Background:** In January the Council created the Old Town business grant program and reserved \$250,000 to fund it. The fund exists to help support business locating or expanding within the Old Town sub-area of the TOD. The grants can be made up to \$100,000, used for infrastructure and/or to assist in financing through banks financing those businesses. Analysis of a company’s business plan and investment is used to define the value of the new business to the city over its first five years of operation, and that total is used to define the limit of the grant up to \$100,000.

**Origination:** This opportunity arises from the “Sweeten Up Bake Shop” owners becoming aware of the grant program and working with their bankers (Frost) to apply. The company has requested a grant of approximately \$43,000.

**Recommendation:** Staff recommends approval of a grant of \$30,000 as justified by the analysis of the business plan and investment in the property expected to result in additional sales and property tax to the City of Leander over five years.

**Attachments:** Included with this Summary.

**Prepared by:** Mark S. Willis, Economic Development Director

## **SYNOPSIS OF COMPANY VALUE TO THE CITY**

• <b>Incremental property tax gains over five years:</b>	<b>\$ 9,500</b>
• <b>Direct Sales Tax</b>	<b>\$12,500</b>
• <b><u>Secondary Benefits</u></b>	<b><u>\$ 8,000</u></b>
• <b>TOTAL</b>	<b>\$30,000</b>

**Property tax incremental gains include expected through property value realized from direct investment in rehabilitation of, additions to and improvements to the property, as well as an expected increase in appraisal values as historically observed in Williamson County.**

**Sales tax revenue is based on business plan projections and some expectation of the addition of new products as the business matures.**

**Secondary or indirect benefits are based on multiplier effects defined by U.S. Chamber of Commerce case studies and economic research.**



**Executive Summary**

**June 2, 2016**

**Council Agenda Subject:** Consider Action Relating to the Pedernales Electric Cooperative, Inc. 2016 Election for Directors District 4 & 5 and Proposed Amendment

**Background:** The 2016 PEC Annual Meeting will be held on Saturday, June 18, 2016 at the Dripping Springs High School Performing Arts Center. Registration and voting will be from 8:00 a.m. to 10:00 a.m. The business meeting begins at 10:30 a.m. PEC's Board is composed of seven individually-elected directors serving three-year staggered terms. District 4 & 5 and an amendment to the PEC Articles of Incorporation are on the ballot.

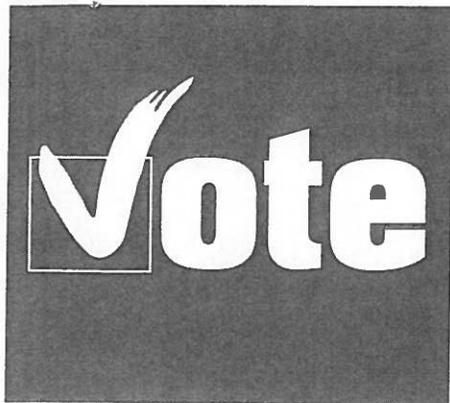
**Origination:** Robert G. Powers, Finance Director

**Financial Consideration:** none

**Recommendation:** n.a.

**Attachments:** Ballot Information

**Prepared by:** Robert G. Powers, Finance Director



# Your Cooperative, your vote, your voice

**Pedernales Electric Cooperative is owned and democratically controlled by its members. Exercise your right as a Co-op member and vote in the 2016 PEC election.**



**Vote early and be entered to win a home theater package!**



PEC embraces the Cooperative Principle of democratic member control, but your participation is key. Your Cooperative needs to reflect your values, your aspirations for the communities in which we live. Your vote makes a difference in your Cooperative's leadership and, ultimately, in the decisions that reflect PEC's mission and vision.

This year members will vote to elect directors to fill the District 4 and District 5 seats on the Board. Members also may vote on a proposed amendment to the Co-op's Articles of Incorporation intended to guarantee that members of the Cooperative have the right to speak at every meeting of the Cooperative's Board of Directors. You can find more information about the candidates and the amendment in this brochure or online at [pec.coop/election](http://pec.coop/election).

Early voting is under way and continues through June 10. Members may vote online or by mail. Members also may take the ballot accompanying this brochure into PEC offices and vote online using a publicly available Internet-connected device.

Please note that PEC elections are conducted by an independent election services company. Members choosing to vote by mail should use the enclosed envelope addressed to PEC Election, C/O Survey & Ballot Systems, P.O. Box 46430, Eden Prairie, MN 55344-9876. Please do not mail ballots to PEC.

Members also have a chance to vote at the PEC Annual Meeting, which will be held Saturday, June 18, in Dripping Springs. Polls will be open at the Annual Meeting from 8 to 10 a.m.

This year PEC is offering incentives to encourage members to vote early. Members who vote online or by mail will be entered in a random drawing for the following prizes:

- A home theater package
- Nest Learning Thermostat (10)
- \$100 gift card (10)



**Pedernales Electric Cooperative**  
[pec.coop/election](http://pec.coop/election)

# PEC Power of Change

**Together, our change can  
change lives.**

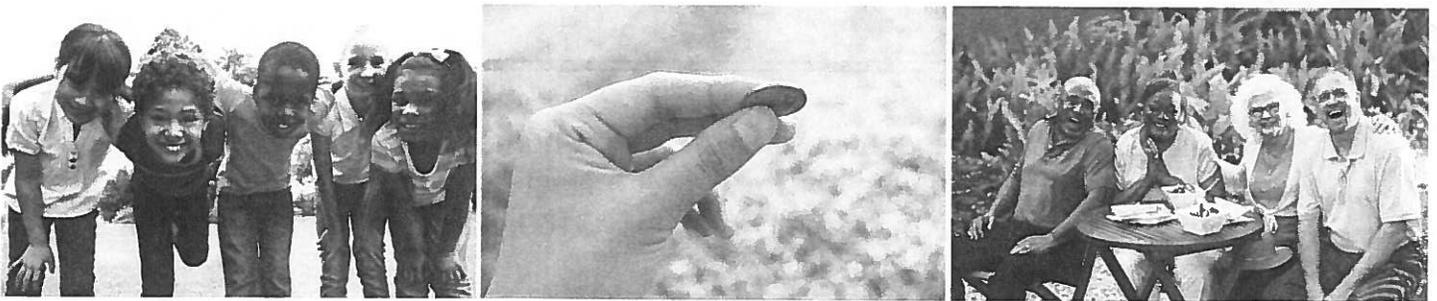
This year PEC members have a chance to impact the lives of their neighbors in a positive way, just by checking a box on the 2016 election ballot.

Members who opt in to the PEC Power of Change program by checking the designated box on their ballot will have their electric bills rounded up to the nearest dollar, and the combined funds will be awarded throughout the year to PEC-area eligible non-profit organizations and qualified members in need.

Participants can expect to contribute an average of just 49 cents per month, but together, our change can change lives!

Members who wait will still have an opportunity to participate. PEC Power of Change opt-in boxes will be found on members' bill stubs or members may sign up through their SmartHub account. Members may make one-time or recurring contributions and have the option to contribute more than the change rounding a bill up to the nearest dollar.

Learn more at [pec.coop/powerofchange](http://pec.coop/powerofchange).



**Pedernales Electric Cooperative**  
[pec.coop/powerofchange](http://pec.coop/powerofchange)

## Director District 4



***"A commitment to transparency, fiscal responsibility and level-headed leadership – those are three key traits you can count on me to deliver to the members of the Pedernales Electric Cooperative if I'm honored with the opportunity to serve. I commend the executive staff and the many employees of the PEC for their diligence and hard work on behalf of the people they serve. If I am elected to the Board of Directors, my commitment to the members of the Pedernales Electric Cooperative is to work alongside the executive staff to insure the provision of consistently reliable energy at the lowest possible rate."***

***--Judge Jim Powers***

A proven leader in every regard – business, politics and personal life – Judge Jim Powers stands ready to offer a wealth of recognized fiscal and governmental experience as a member of Pedernales Electric Cooperative's Board of Directors.

A Cooperative is an organization made up of many members. Sheer numbers give that group the ability to negotiate for the absolute best terms as they collectively bargain for whatever commodity they need. The Directors of any such group are responsible to insure its efficient operation. To do so they need the knowledge and experience of those who have managed successful businesses, and they must also be men and women of the highest integrity. Thousands of members count on them to represent their interests and manage their investments with skill and honesty.

### **Jim Powers is just such a man.**

As Principal of J.L. Powers & Associates, Judge Powers is widely-recognized as an effective and successful entrepreneur. He has a unique background with experience in both the public and private sectors. After a number of years as **Director of Family & Marriage Resources**, a nationwide non-profit organization, Jim started his private business enterprise with one grocery store in Dripping Springs. Within three years he grew it to a diversified food corporation which generated annual revenues of as much as \$20 million.

During this time Jim served on the Dripping Springs Planning and Zoning Commission, and was active in community service. Eventually, he was encouraged to run for public office, and **in 1998 was elected as Hays County Judge**. Over the course of the next eight years, Judge Powers gave oversight to a county budget upwards of \$70 million, and a workforce of over 800 employees in one of the fastest-growing counties in Texas. Some of his many accomplishments as Hays County Judge include:

- Consistently cutting tax rates
- Increasing county budget reserves from \$3 million to \$14 million
- Procuring the second largest grant in the nation to create the Habitat Conservation Plan
- Spearheading the communication system upgrade for Hays County Emergency Services
- Creating a Tax Increment Reinvestment Zone for Hays County
- Implementing aggressive, smart economic development policies
- Facilitating the passage of a \$50 million Parks and Transportation Bond for Hays County

Judge Powers' ability to develop relationships with various groups and organizations, plus his common-sense approach to management has made him an effective and influential leader. He has served on the boards of the Capital Area Metropolitan Planning Organization (CAMPO) and the

Capital Area Council of Governments (CAPCOG). In 2008 he was appointed by the Governor to serve on the Board of Directors for the Guadalupe-Blanco River Authority.

Today, as the **Principal of J.L. Powers & Associates**, Judge Powers utilizes the business acumen he has cultivated over 30 years as an entrepreneur to help his clients develop new business strategies and partnerships. In addition to building his consulting firm, he is an investor in the successful chain of Jack Allen's Kitchen restaurants in the Austin area.

**Judge Powers is endorsed** for the position of Director of the Pedernales Electric Cooperative by numerous Central Texas leaders:

- US Congressman Roger Williams
- Travis County Commissioner Gerald Daugherty
- Hays County Commissioners
  - Will Conley
  - Mark Jones
  - Ray Whisenant
- Williamson County Commissioner Cynthia Long
- ACC Trustee Jeffrey Richard
- Leander Mayor Chris Fielder
- Georgetown Mayor Dale Ross
- Dripping Springs Mayor Todd Purcell
- San Marcos Mayor Daniel Guerrero
- Cedar Park City Council Member Steve Thomas
- Leander ISD School Board Vice President Pam Waggoner
- Former Texas Land Commissioner Jerry Patterson
- Former Chair of Texas Ethics Commission Ross Fischer
- Former State Representative Patrick Rose
- Former Cedar Park Council Member and Mayor Pro-Tem Mitch Fuller

Judge Powers attended Southwest Baptist University in Bolivar, Missouri. He's been married to his wife, Maripat for more than 38 years, and their family has lived in Dripping Springs for most of that time. Together, they authored the book *Success is a Family Affair*. They are active participants in Bannockburn Baptist Church, where Judge Powers serves as a deacon. Since all four of their children are grown, the Judge and Maripat are now officially "empty-nesters," free to fully enjoy their six grandchildren.

## Director District 5



### **Carlos Palasciano**

**17209 Majestic Ridge Road, Austin, TX 78738**

Cell: (214)-226-6900 Cell: (214) 226-6900 palascianoc@gmail.com

### ***Personal Biography***

Carlos Palasciano is originally from Buenos Aires, Argentina. Migrated to the US with his family as a teenager and became a naturalized US citizen. He is a fluent native Spanish speaker.

Carlos earned a B.A from St. John Fisher College, Rochester, NY. Subsequently he earned a MA from the University of Pittsburgh on a scholarship as a Graduate Teaching Assistant. He graduated Magna Cum Laude from both institutions.

Carlos is now retired from a life-long professional career in the pharmaceutical industry. He has 40 years of experience in sales, management and as National Manager of pharmaceutical contracting with private and government agencies. He has extensive experience in leading collaborative work teams and developing contracting platforms with national health and hospital systems.

Carlos and his wife Sue, a practicing Clinical Pharmacist reside in the Lakeway area. They have been married for 37 years and have two adult children: Michael, attorney in San Antonio and Elliott, Account Executive in the Hospitality industry.

Carlos is actively involved at Emmaus Catholic Church in Lakeway, Texas. He is a Mass Coordinator, Lector and Eucharistic Minister.

Carlos has been a PEC member/owner for 11 years.

## Director District 5



**James Oakley** is a 5<sup>th</sup> generation Texan from Burnet. He graduated with a BBA from Texas State University and spent 10 years in corporate communications/public relations. He was then elected in 1998 as a Burnet County Commissioner. In 2009, he was appointed by Governor Perry to the Texas Commission on Law Enforcement, which is a statewide regulatory authority, with term expiring in 2017. He also continues to serve since 1999 as a Governor's appointee to the CAPCOG area's Regional Review Committee for Community Development Block Grants.

In 2014, Oakley was elected as Burnet County Judge. He is active with the legislature and in his community. He serves as President of his POA and is appointed to several public boards/committees such as CAPCOG, TARC & CAMPO. Oakley was elected in 2013 to the Board of Directors of the Pedernales Electric Cooperative. In 2015, he was selected by his board peers to serve as President.

***"I ran for the PEC Board in 2013 with the mission to enhance customer service, reduce electricity rates, and streamline governance while increasing transparency. I am proud to report that within my first term on the board, we have:***

- ✓ ***Reduced electricity rates*** by just over 14% in the last 2 years which is attributable to:
  - ***Negotiated*** new lower cost wholesale power contracts
  - ***Collaborated*** with LCRA to reduce existing contract costs by \$220M for the remaining life of the contract
  - ***Reorganized*** PEC staff resulting in substantial reduction in labor costs, while enhancing the customer service experience. Current employee count is the lowest since 2002, yet serving over 110,000 more meters today (a 65% increase).
  - ***Restructured*** existing capital project debt which saved \$15.3M
  
- ✓ ***Implemented a new operating platform that saves \$5M/yr. in software/staff expense and allows dynamic member interface. It has improved PEC's ability to manage construction projects, process payroll, control inventory, and increase efficiencies in all areas of accounting. Phase 2 of the NISC platform will streamline outage reporting and make information available real time including communicating with mobile devices.***
  
- ✓ ***Provided employees with new tools/equipment to improve safety/efficiency that also enhance the ability to respond to emergency scenarios such as the historic Memorial Day flood in the Wimberley area.***
  
- ✓ ***Launched new solar programs including on-bill financing for up to 10 years to lower residential ownership cost barriers. Also, we incentivized net metering by increasing the self-generation buy back rate by 73% thus helping to avoid system wide on-peak market exposure. In addition, PEC continues to utilize Texas wind power within the portfolio.***
  
- ✓ ***Continued community support by implementing "Power of Change" which allows members to round up their monthly bill to fund various local non-profits, scholarships, and volunteer organizations. This new funding option empowers the membership to determine funding levels as opposed to having been prior solely rate dependent.***

- ✓ **Streamlined governance** to be more efficient, effective and transparent by modifying bylaws/policies. Frequency of board meetings has been cut in half this calendar year. As President, I was able to work with the board/staff to design a process of building agendas and conduct board meetings such to save substantial time and expense. Transparency has improved with more data available on the website and as all meetings are now live streamed.

**I ask for your vote** to continue these achievements and implement new initiatives such as:

- ✓ **Deployment of up to 15 megawatts of rate beneficial, member/community solar** generation capacity at no cost to members, as recently approved by the board and during my term as President.
- ✓ Further discussions regarding the development of a partnership to utilize PEC infrastructure to **deliver high-speed broadband internet.**
- ✓ **Adoption of new technologies that benefit members**, improve safety, customer service, expand rate options, and allow for electric vehicle charging stations.
- ✓ **Embrace environmentally friendly**, cost effective initiatives such as converting antiquated security/street lighting to efficient LED night sky friendly fixtures.”

**Oakley is endorsed** for a second term to the PEC Board by elected leaders within the service area including;

- U.S. Congressman Roger Williams
- State Senator Troy Fraser
- State Representative Tony Dale
- State Representative Paul Workman
- State Representative-elect Terry Wilson
- Hays County Commissioner Will Conley
- Williamson County Commissioner Cynthia Long
- Travis County Commissioner Gerald Daugherty
- Blanco County Commissioner James Sultemeyer
- Burnet County Commissioner Ronny Hibler
- Lakeway Mayor Joe Bain
- Cedar Park Mayor Matt Powell
- Horseshoe Bay Mayor Steve Jordan
- Burnet Mayor Gary Wideman
- Marble Falls Mayor pro-tem Jane Marie Hurst
- Bertram Mayor Dickie Allen

Judge Oakley's wife, Julie, is a CPA and the Finance Director for the City of Lakeway. She is also a Governor's appointee to the Texas Municipal Retirement System (TMRS). The Oakley's have a combined family of five school-age children, live on Lake Travis in the Spicewood area and are members of Lake Hills Church in Bee Cave. James can be reached at 512-744-5205 or [James.Oakley@peci.com](mailto:James.Oakley@peci.com)

# 2016 PEC Annual Meeting

## Saturday, June 18

### PEC Members, join us in Dripping Springs

Come and help celebrate the Cooperative's achievements, hear business updates and plans for the year ahead, participate in Board election voting and be there when results are announced.

Register at the meeting and stick around for your chance to win one of these great door prizes\*:

- 2010 F-150 4x4 Supercab surplus PEC vehicle
- Energy-efficient smart TV (3)
- \$150 gift card (10)

#### Saturday, June 18

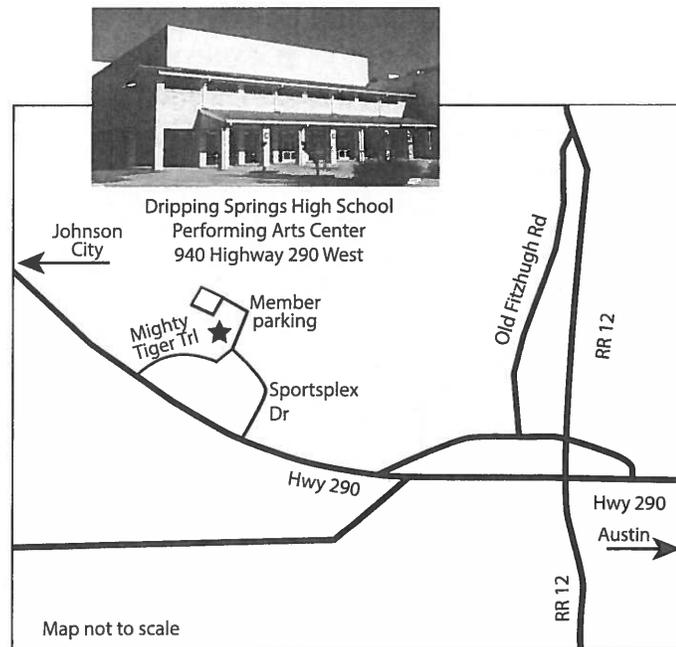
Dripping Springs High School  
Performing Arts Center  
940 Highway 290 West  
Dripping Springs, Texas

#### 8 a.m. – 10 a.m.

Registration  
On-site voting  
Breakfast tacos  
Kona Ice  
Family friendly activities  
Energy related displays

#### 10:30 a.m.

Business meeting begins



\*Eligibility for door prizes: Members must register in person prior to 10 a.m. at the PEC Annual Meeting. Must be present to win. Only one prize per registered member may be awarded. However, members randomly selected to win one of the incentives for early voting are not excluded from participating and winning an Annual Meeting door prize if they meet the other eligibility requirements. PEC directors, director candidates, employees, and their spouses and dependents are not eligible. All door prizes are subject to terms and conditions as disclosed at the time of the award.

## Always On



Pedernales Electric Cooperative  
[pec.coop/annualmeeting](http://pec.coop/annualmeeting)

**Voting Instructions**

**Three Options to Cast Your Vote - If you are unable to vote in person at the Annual Meeting, you must cast your ballot online or by mail before June 10, 2016.**

**Voting Online:**

- Go to [directvote.net/pec](http://directvote.net/pec) to access the login page of the 2016 Pedernales Electric Cooperative election.
- The **Election ID** and **Election Password** you will need to log in are on this paper ballot.
- Online voting begins May 19, 2016 and ends June 10, 2016 at 11:59 p.m. CDT.

**Voting by Mail:**

- Mark your selections by completely filling in the circle below next to your choice (example ●) with a No. 2 pencil or blue or black pen.
- Detach ballot and place in the enclosed postage-paid return envelope. Mail to PEC Election, C/O Survey & Ballot Systems, P.O. Box 46430, Eden Prairie, MN 55344-9876.
- **DO NOT MAIL YOUR BALLOT TO PEDERNALES ELECTRIC COOPERATIVE.**

**Voting in Person at the PEC Annual Meeting:**

- The PEC Annual Meeting will be held Saturday, June 18, 2016 at the Dripping Springs High School Performing Arts Center in Dripping Springs, Texas. Registration begins at 8:00 a.m. and the business meeting starts at 10:30 a.m. Voting will be open from 8:00 a.m. to 10:00 a.m. If you have voted online or by mail, you cannot vote in person.
- **DO NOT BRING MAIL BALLOTS TO ANNUAL MEETING.**

If you need a replacement ballot or have any problems voting online, please call toll free (866) 909-3549 Monday through Friday, 8 a.m. – 5 p.m. CDT or email [support@directvote.net](mailto:support@directvote.net).

\*\*\*\*\*AUTO\*\*5-DIGIT 78646

272815  
CITY OF LEANDER  
C/O MS DEANN WELLS  
PO BOX 319  
LEANDER TX 78646-0319



PLEASE DETACH BEFORE RETURNING BALLOT

DETACH HERE



**Pedernales Electric Cooperative, Inc.  
2016 Board of Director Election Ballot**

**Right of Members to speak at PEC Board Meetings**

**Membership Approval:** The following seeks Membership approval as a proposed amendment to the "Member's Bill of Rights" contained in Article IX of the Articles of Incorporation for Pedernales Electric Cooperative, Inc.

**Vote Procedure:** To be approved and incorporated into PEC's governing documents, the proposed amendment must receive an affirmative vote of two-thirds (2/3) of Members voting; provided however, that at least five percent (5%) (i.e., approximately 11,300) of the cooperative's total membership participates in the voting process and/or attends the annual meeting.

**Purpose:** The proposed amendment is intended to guarantee that Members of the cooperative have the right to speak at every meeting of the Cooperative's Board of Directors.

**Article Amendment:** A new Section 5 is proposed to be added to Article IX to read as follows:

**"Section 5. Right to Speak.** A Member has the right to speak at every regular, special or called meeting of the Board of Directors and its committees, except for executive sessions, on any PEC matter at a time designated by the Board."

Please vote "For" or "Against" this proposed amendment to the PEC Articles of Incorporation.

DO NOT CUT	MARKING INSTRUCTIONS		DO NOT CUT
<ul style="list-style-type: none"> <li>• Use black or blue ink or No. 2 pencil only.</li> <li>• Fill circles completely.</li> </ul>	<ul style="list-style-type: none"> <li>• Erase changes cleanly.</li> <li>• Make no stray marks on this form.</li> </ul>	<p><b>Correct Mark</b></p> <p>○ ● ○</p>	<p><b>Incorrect Marks</b></p> <p>○/○/○</p>

Members option to voluntarily participate in 'PEC Power of Change' (bill round up)

**Please mark the circle if you wish to participate:**

- Yes, I want to enroll in PEC Power of Change and round up my electric bills for all accounts to the nearest whole dollar to support local non-profit organizations like volunteer fire departments, local museums and community sports associations. Participation is voluntary, and I can withdraw at any time. Learn more at [www.pec.coop/powerofchange](http://www.pec.coop/powerofchange).

Director District 4	Director District 5	Right of Members to speak at PEC Board Meetings
<p><b>Vote for only one (1) Candidate:</b></p> <p><input type="radio"/> Jim Powers</p>	<p><b>Vote for only one (1) Candidate:</b></p> <p><input type="radio"/> Carlos Palasciano <input type="radio"/> James Oakley</p>	<p>Please vote "For" or "Against" this proposed amendment to the PEC Articles of Incorporation.</p> <p><input type="radio"/> For      <input type="radio"/> Against</p>





**Executive Summary**

**June 2, 2016**

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<b>Agenda Subject:</b>	Consider appointment of Mayor Pro-Tem
<b>Background:</b>	Each year following the General Election date the City Council will elect one of its members to be Mayor Pro-Tem for a one (1) year term.
<b>Financial Consideration:</b>	None
<b>Recommendation:</b>	A member of the City Council will be selected to serve as Mayor Pro-Tem for 2016/17
<b>Attachments:</b>	None
<b>Prepared By:</b>	Debbie Haile TRMC City Secretary