



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

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



Thursday ~ December 1, 2016 at 7:00 PM

Mayor – Christopher Fielder
Place 1 – Andrea Navarrette
Place 2 – Michelle Stephenson
Place 3 – Shanan Shepherd

Place 4 – Ron Abruzzese (Mayor Pro Tem)
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:
4. Citizen Comments: Three (3) minutes allowed per speaker
Please turn in speaker request form before the meeting begins

CONSENT AGENDA: ACTION

5. Approval of the minutes: November 17, 2016
November 3, 2016 OMA Training Session
February 6, 2016 Retreat Minutes
July 30, 2016 Retreat Minutes
6. Second Reading of Zoning Case 16-TOD-Z-015 & Subdivision Cases 16-TOD-CP-005 & 16-TOD-PP-013:
Consider action on the Trailside Oaks Concept Plan, Preliminary Plat, and designation of the T4 General Urban Zone and T5 Urban Center Zone Transect Zones for approximately 8.467 acres more or less;
located at 2012 Hero Way; Leander, Williamson County, Texas
Applicant/Agent: Ryan Larson (Lone Star Development) on behalf of Malcolm Leo, Virginia, and Clay Nauman
7. Dedication and Acceptance of Subdivision Infrastructure Improvements for Hazlewood 4B
8. Acceptance of North Creek Commercial Park Utilities Improvements
9. Dedication and Acceptance of Subdivision Infrastructure Improvements for Oak Creek Phase 4,
Sections 1 & 2
10. Consider a Variance to Construction Noise Ordinance American Constructors, Inc., to allow for Early Morning Concrete Pour for the Fire Station #4 Project Site for the Fire Station and Driveways
11. Receive Quarterly Investment Report

PUBLIC HEARING: ACTION

12. **Public Hearing** on Ordinance Case 16-OR-004: Consider action on amending Article VII, Sections 1, 2, and 3 of the Composite Zoning Ordinance to modify the masonry requirements associated with stucco; Leander, Williamson County, Texas

Action on Ordinance Case 16-OR-004: amending Article VII, Sections 1, 2, and 3 of the Composite Zoning Ordinance to modify the masonry requirements associated with stucco; Leander, Williamson County, Texas

13. **Public Hearing** on Zoning Case 16-Z-024: consider a zoning change of several parcels of land including 128.1 acres, more or less, generally located to southeast of the intersection of Raider Way and East Crystal Falls Parkway; located to the west of Cold Springs Subdivision; from SFC-2-B, Single Family Compact, and SFU-2-B, Single Family Urban, to PUD, Planned Unit Development, with the following base zoning districts: SFL-2-A, Single-Family Limited, SFT-2-A, Single-Family Townhouse, and MF-2-A, Multi-Family detached condo regime; Leander, Williamson County, Texas
Applicant: SEC Planning (Mark Baker) on behalf of BLD Crystal Springs, LLC

Action on Zoning Case 16-Z-024: on the rezoning of several parcels of land including 128.1 acres, more or less, generally located to southeast of the intersection of Raider Way and East Crystal Falls Parkway; located to the west of Cold Springs Subdivision; from SFC-2-B, Single Family Compact, and SFU-2-B, Single Family Urban, to PUD, Planned Unit Development, with the following base zoning districts: SFL-2-A, Single-Family Limited, SFT-2-A, Single-Family Townhouse, and MF-2-A, Multi-Family detached condo regime; Leander, Williamson County, Texas

14. **Public Hearing** on Zoning Case 16-Z-026: consider the rezoning of a portion of a parcel of land including 11.358 acres, more or less; generally located to northeast of the intersection of 183A Toll Road and East Woodview Drive, from Interim SFR-1-B, Single Family Rural, to LO-3-B, Local Office; Leander, Williamson County, Texas
Applicant: Rex Klentzman, P.E. on behalf of Life Church (Brian Lightsey)

Action on Zoning Case 16-Z-026: consider the rezoning of a portion of a parcel of land including 11.358, acres more or less; generally located to northeast of the intersection of 183A Toll Road and East Woodview Drive, from Interim SFR-1-B, Single Family Rural, to LO-3-B, Local Office; Leander, Williamson County, Texas

15. **Public Hearing** on Subdivision Case 15-CP-007: consider action on the Bar W Ranch Concept Plan Revision #1 for 891.28 acres, more or less, generally located to the southwest of the intersection of SH 29 & Ronald W Regan Blvd and to the Southwest of the intersection of Kaufman loop and Ronald Reagan; Williamson County, Texas
Applicant: Derek Pampe on behalf of BWR Partner, LLC and Howard Barkley Wedemeyer
This request has been withdrawn.

Action on Subdivision Case 15-CP-007: consider action on the Bar W Ranch Concept Plan Revision #1 for 891.28 acres, more or less, generally located to the southwest of the intersection of SH 29 & Ronald W Regan Blvd and to the Southwest of the intersection of Kaufman loop and Ronald Reagan; Williamson County, Texas

REGULAR AGENDA

16. Consider a resolution of the City of Leander, Texas, commencing the annexation of two areas of land totaling 1,130.38 acres, more or less, including the abutting streets, roadways, and rights-of-way; being located in Williamson Counties, Texas and adjacent and contiguous to the city limits; and providing open meetings and other related matters
17. Consider a resolution of the City of Leander, Texas, commencing the annexation of three areas of land totaling 74.48 acres, more or less, including the abutting streets, roadways, and rights-of-way; being located in Williamson Counties, Texas and adjacent and contiguous to the city limits; and providing open meetings and other related matters
18. Discuss and possible direction to staff regarding a proposed Public Improvement District (PID) for the Crystal Springs subdivision
19. Consider an Amendment to the Project and Financing Plan to allocate the Estimated Project Costs for the St. David's Medical Complex Project Among Project Categories; Amending the Project Plan to Add Gas Utility Infrastructure to the List of Public Improvements Projects: and Providing for Related Matters
20. Consider approval of the Leander Medical Complex Development and Reimbursement Agreement
21. Consider a Resolution Approving a Chapter 380 Agreement with GHC-Galen Healthcare, LLC, the Manager of St. David's Healthcare Partnership, LP, LLP
22. Consider Old Town Business Grant to "Texas Office Machines," an office machines and repair business to be located at 210 S. Brushy Street, Leander, Texas
23. Establish procedures for reviewing applications and interviewing applicants by the Board Selection Committee
Sponsored by Mayor Fielder and Mayor Pro Tem Abruzzese
24. Consider reappointment of Ethic Commissioners Steve Kuwitzky, Glenn Goulet, and James Smit
Sponsored by Mayor Fielder and Mayor Pro Tem Abruzzese
25. Council Member Closing Statements
26. Adjournment

CERTIFICATION

This meeting will be conducted pursuant to the Texas Government Code Section 551.001 et seq. At any time during the meeting the Council reserves The right to adjourn into executive session on any of the above posted agenda items in accordance with the sections 551.071 [litigation and certain Consultation with attorney], 551.072 [acquisition of interest in real property], 551.073 [contract for gift to city], 551.074 [certain personnel deliberations Or 551.076 [deployment/implementation of security personnel or devices]. The City of Leander is committed to compliance with the American with Disabilities Act. Reasonable modifications and equal access to communications will be provided upon request. Please call the City Secretary at (512) 528-2940 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 23rd day of November 2016 by 5:00 pm pursuant to Chapter 551 of the Texas Government Code.



Debora Penberg, TRMC, Interim City Secretary



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

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



Thursday ~ November 17, 2016 at 7:00 PM

**Mayor – Christopher Fielder
Place 1 – Andrea Navarrette
Place 2 – Michelle Stephenson
Place 3 – Shanan Shepherd**

**Place 4 – Ron Abruzzese (Mayor Pro Tem)
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 8:00 p.m. and welcomed everyone in attendance. Council Member Shepherd gave the invocation.
2. Roll Call
All present.
3. Staff Comments: Greg Minton, Police Chief – Blue Santa
Greg Minton, Police Chief, spoke about the Blue Santa Program and the LPD Bike Challenge

Bill Gardner, Fire Chief, spoke about the LFD Coat Collection, free Flu Shots being offered by the City and the Williamson County Health district, and the free Thanksgiving Dinner, in partnership with HCM, being served at the Leander Church of Christ for the needy on Thanksgiving Day
4. Citizen Comments: Three (3) minutes allowed per speaker
Please turn in speaker request form before the meeting begins
Franklin N. Stiles Jr., DVM, 4180 Hwy 183 spoke about changing zoning behind his business to Commercial. He also requested Council to look into the noise ordinance to see if the concrete company is grandfathered in.

CONSENT AGENDA: ACTION

5. Approval of the minutes: November 3, 2016
6. Dedication and Acceptance of Subdivision Infrastructure Improvements for Crystal Falls Town Center, Phase 1
7. Consider an Ordinance Amending Fire Operation Service Fees and Exemptions to Fees
8. Consider Award of Bid to purchase an Insulated Articulated Telescopic Aerial Lift (Bucket) Truck with minor accessories
**Motion to approve by Council Member Navarrette; Second by Council Member Shepherd;
Motion passed; all voting, “aye”.**

PUBLIC HEARING: ACTION

9. **Public Hearing** on Subdivision Case 16-TOD-CP-006; Consider action on the Bryson Concept Plan Revision #1 for 499.6359 acres, more or less, generally located to the northeast of the intersection of 183A Toll Road and San Gabriel Parkway, Leander, Williamson County, Texas
Applicant Stefan Pharis on behalf of Crescent Communities, Tommy Tucker

Tom Yantis, Asst. City Manager, explained.

Mr. Stefan Pharis gave a presentation with revisions.

Action on Subdivision Case 16-TOD-CP-006; the Bryson Concept Plan Revision #1 for 499.6359 acres, more or less, generally located to the northeast of the intersection of 183A Toll Road and San Gabriel Parkway, Leander, Williamson County, Texas

Motion to approve

Motion to approve made by Council Member Stephenson; Second by Council Member Shepherd; Motion passed; all voting “aye”.

10. **Public Hearing** on Ordinance Case 16-OR-004: Amending Article VII, Sections 1, 2, and 3 of the Composite Zoning Ordinance to modify the masonry requirements associated with stucco, Leander, Williamson County, Texas

Tom Yantis, Asst. City Manager, explained.

Geoffrey Tahuaha, Vice-President of Public Policy of Home Builders Association of Greater Austin, stated the position of “no objection” regarding the modification of the masonry requirements.

Nancy Stroder, of Leander Real Estate Advisory Board, discussed the 2-step process versus the 3-step process involved with stucco.

Action on Ordinance Case 16-OR-004: Amending Article VII, Sections 1, 2, and 3 of the Composite Zoning Ordinance to modify the masonry requirements associated with stucco, Leander, Williamson County, Texas

Discussions were had.

Mayor Fielder motioned to postpone the first reading of the ordinance until December 1, 2016 for modification of the language regarding the contrast framing around windows on street-facing walls;

Second by Council Member Shepherd; Motion passed; all voting “aye”.

11. **Public Hearing** on Zoning Case 16-TOD-Z-015 & Subdivision Cases 16-TOD-CP-005 & 16-TOD-PP-013: Consider action on the Trailside Oaks Concept Plan, Preliminary Plat, and designation of the T4 General Urban Zone and T5 Urban Center Zone Transect Zones for approximately 8.467 acres, more or less, located at 2012 Hero Way, Leander, Williamson County, Texas

Applicant/Agent: Ryan Larson (Lone Star Development) on behalf of Malcom Leo, Virginia, and Clay Naumann

Tom Yantis, Asst. City Manager, explained.

Kerri Pena of Green Civil Design and Taylor Wilson, of Lonestar Development Partners, were available for questions.

Action on Zoning Case 16-TOD-Z-015 & Subdivision Cases 16-TOD-CP-005 & 16-TOD-PP-013: Amending Ordinance 05-018, the Composite Zoning Ordinance, for the Trailside Oaks Concept Plan, Preliminary Plat, and designation of the T4 General Urban Zone and T5 Urban Center Zone Transect Zones for approximately 8.467 acres, more or less, located at 2012 Hero Way, Leander, Williamson County, Texas

Motion to approve by Council Member Stephenson.

Second by Mayor Pro Tem Abruzzese.

Motion passed; all voting “aye”.

REGULAR AGENDA

12. Second Reading of Zoning Case 16-Z-022: Consider action a zoning change of a parcel of land located at 6301 N. Bagdad Rd for 11.0959, acres more or less, from SFU-2-B, Single Family Urban, to SFL-2-A, Single Family Limited, Leander, Williamson County, Texas

Agent: Randall Jones & Associates Engineering, Inc. (Amy Little) on behalf of Richard A. Alley Estate

Tom Yantis, Asst. City Manager, explained.

Mr. Josh Becker, the applicant, spoke about the proposed elevations.

Motion to keep the project a full A on the entire project by Mayor Fielder;

Second by Council Member Seiler; the Motion failed 3 – 4 with the following votes:

Council Member Navarrette – “aye”

Council Member Seiler – “aye”

Mayor Fielder – “aye”

Michelle Stephenson – “oppose”

Council Member Shepherd – “oppose”

Mayor Pro Tem Abruzzese – “oppose”

Council Member Hill – “oppose”

Motion to accept with staff’s recommendation by Mayor Pro Tem Abruzzese;

Second by Council Member Shepherd; the Motion passed 6 – 1 with the following votes:

Council Member Navarrette – “aye”

Council Member Stephenson – “aye”

Council Member Shepherd – “aye”

Mayor Pro Tem Abruzzese – “aye”

Council Member Seiler – “aye”

Council Member Hill – “aye”

Mayor Fielder – “oppose”

13. Consider an Ordinance of the City of Leander, Texas, Amending Section 1.04.091 of the Code of Ordinances Addressing Membership and Procedures of the Parks and Recreation Board

Mark Tummons, Parks & Recreation Director, explained.

Discussions were had.

Motion to approve as presented by staff by Council Member Shepherd;

second by Mayor Pro Tem Abruzzese; the Motion passed; 6-1 with the following votes:

Council Member Navarrette – “aye”

Council Member Stephenson – “aye”

Council Member Shepherd – “aye”

Mayor Pro Tem Abruzzese – “aye”

Council Member Hill – “aye”

Mayor Fielder – “aye”

Council Member Seiler – “oppose”

14. Consider an Ordinance of the City of Leander, Texas, Amending Section 1.04.003(c) of the Code of Ordinances Addressing Membership and Procedures of the Board Selection Committee

Sponsored by Mayor Pro Tem Abruzzese and Council Member Shepherd

Kent Cagle, City Manager, explained.

Paige Saenz explained.

Discussions were had.

Motion to approve by Council Member Shepherd with modifications to include: “After reviewing and interviewing applicants, the board selection committee shall vote on a recommendation on appointments. The Committee may adopt procedures for reviewing applications and interviewing applicants.”

Second by Council Member Hill; Motion passed 6 – 1 with the following votes:

**Council Member Navarrette – “aye”
Council Member Stephenson – “aye”
Council Member Shepherd – “aye”
Mayor Pro Tem Abruzzese – “aye”
Council Member Seiler – “aye”
Council Member Hill – “aye”
Mayor Fielder – “oppose”**

15. Consider Approval of Construction Activities between 9:00 p.m. and 7:00 a.m. for WS Walker Company for D&R Signs Site Development at 607 Leander Drive, from November 17, through November 30, 2016
Wayne Watts, City Engineer, explained.

Motioned for approval by Mayor Fielder for the anticipation of a late night concrete pour to be done between November 17, - December 31, and authorized one night of activity during that time with proper notification to residents.

Second by Council Member Shepherd; Motion carried 6 – 1 with the following votes:

**Council Member Navarrette – “aye”
Council Member Stephenson – “aye”
Council Member Shepherd – “aye”
Council Member Seiler – “aye”
Council Member Hill – “aye”
Mayor Fielder – “aye”
Mayor Pro Tem Abruzzese – “oppose”**

16. Water Use and Supply Update
Pat Womack, Public Works Director, explained.
No Action needed.

17. Cast Ballot for representative member of the Board of Directors of the Travis Central Appraisal District
Mayor Fielder explained.
Discussions were had.

Motion by Mayor Fielder to cast ballot for Tom Buckle for representative member of the Board of Directors of TCAD;

Second by Mayor Pro Tem Abruzzese; Motion passed; all voting “aye”.

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

19. Adjournment
With there being no further business the meeting adjourned at 8:37 p.m.

Attest:

Christopher Fielder, Mayor

Debora Penberg, Interim City Secretary



**MINUTES
CITY COUNCIL
TRAINING SESSION
CITY OF LEANDER, TEXAS**

Leander City Hall
200 W. Willis Street ~ Leander, Texas



Thursday ~ November 3, 2016 at 7:00 PM

**Mayor – Christopher Fielder
Place 1 – Andrea Navarrette
Place 2 – Michelle Stephenson
Place 3 – Shanah Shepherd**

**Place 4 – Ron Abruzzese (Mayor Pro Tem)
Place 5 – Jeff Seiler
Place 6 – Troy Hill
City Manager – Kent Cagle**

This meeting is open to the Public but does not allow for public participation

1. Open the Meeting
Mayor Fielder opened the meeting at 7:02 pm
2. Roll Call
All present except Council Member Hill
3. Open Meetings Act Training
Paige Saenz, City Attorney, lead the training session stating the purpose of the Open Meetings Act. Ms. Saenz introduced examples of case law, violations, and AG Opinion. Discussions were had
4. Adjournment
With there being no further business the meeting adjourned at 7:59 pm

Attest:

Christopher Fielder, Mayor

Debora Penberg, Interim City Secretary



**MINUTES
LEANDER CITY COUNCIL
WORKSESSION AND RETREAT**

BCRUA Water Treatment Plant
1906 Hur Industrial Blvd
Cedar Park, Texas 78613



Saturday ~ February 6, 2016 at 8:00 AM

**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**

This meeting is open to the Public but does not allow for public participation

1. Open Meeting
**Mayor Fielder opened the meeting at 8:00 a.m.
All present.**
2. Tour of BCRUA Facility
Council Members was given a tour of the BCRUA Facility.
3. Funding
 - a) Bagdad Road
 - b) Relocation of Fire Station #1
 - c) Renovation of Fire Station #1
4. Budget
 - a) Discuss 2016/17 Budget
 - b) End of Year Budget Overview
5. Bond Task Force Update
6. Discussion on Proposed TIF
7. Comprehensive Plan Implementation Actions
8. Discussion on Septic Systems
9. Discussion on Residential Garages
10. 2243/Hero Way remaning

Discussions were had regarding the following items:

- a. **Funding / Bagdad Road, Relocation Fire Station #1 and Renovation of Fire Station #1**
- b. **2016/17 Budget and End of Year Budget Overview**
- c. **Bond Task Force Update**
- d. **Proposed TIF**
- e. **Comprehensive Plan Implementation Actions**
- f. **Septic Systems**
- g. **Residential Garages**
- h. **2243/Hero Way remaning**

11. Discuss and take action on LCRA Transmission Lines & Substations
**Discussions were had on the LCRA Transmission Lines & Substations.
Motion made by Council Member Shepherd to authorize Mayor to sign the
Resolution in support of the proposed route as discussed and Substation
Site 2-1.
Second by Mayor Pro Tem Navarrette.
Motion passed with all voting “aye”.**
12. Code Enforcement – parking on grass, abandoned vehicles & charity drop off boxes
13. Golf Course Operations Review
14. Ethics Ordinance – New Legislation
15. City Christmas Tree
16. Discussion on HOA’s
17. Gate at Travisso
18. Discuss Council Priorities and Review List from July 2015 Retreat

Further Discussions were had regarding the following items:

- a. **Code Enforcement – parking on grass, abandoned vehicles 7 charity drop off boxes**
- b. **Golf Course Operations**
- c. **Ethics Ordinance – New Legislation**
- d. **City Christmas Tree**
- e. **HOA’s**
- f. **Gate at Travisso**
- g. **Council priorities and the priority list from the July, 2015 Retreate**

19. Calendars
 - a) Scheduling of joint work session with P & Z
 - b) Scheduling of next Council Retreat**The next joint work session with P & Z was set for Thursday, March 3, 2016
The next Council Retreat was set for the weekend of Saturday, July 30, 2016**
20. Adjournment
With there being no further business the meeting adjourned at

Attest:

Christopher Fielder, Mayor

Debora Penberg, TRMC, Interim City Secretary



**MINUTES
LEANDER CITY COUNCIL
WORKSESSION AND RETREAT**



Canyon of the Eagles
Live Oak Room
16942 RR 2341
Burnet, Texas 78611

Saturday ~ July 30 2016 at 9:00 AM
Sunday ~ July 31, 2016 at 9:00 AM

**Mayor – Christopher Fielder
Place 1 – Andrea Navarrette
Place 2 – Michelle Stephenson
Place 3 – Shanan Shepherd**

**Place 4 – Ron Abruzzese (Mayor Pro Tem)
Place 5 – Jeff Seiler
Place 6 – Troy Hill
City Manager – Kent Cagle**

This meeting is open to the Public but does not allow for public participation

1. Open Meeting
**Mayor Fielder opened the meeting at 9:00 a.m.
All present.**
2. 2016/17 Budget
3. BCRUA Future Debt Issues
4. Bond Priorities / Issuance of CO's
 - a) Fire Station #1 & #4 Update
 - b) Renovation of Pat Bryson Municipal Bldg.
5. Discuss possible creation of TIRZ #2
6. Golf Course Operations Review and Possible Capital Improvements
7. Discuss Annexation Priorities
8. Discuss Comprehensive Plan Implementation Priorities
9. Discuss current commercial zoning categories and the potential to add a new category for Neighborhood retail
10. Discuss the City's tree preservation requirements
11. Public Information Officer
12. Hill Country Community Ministries Facility

Discussions were had regarding the following:

- a. **2016/17 Budget**
- b. **BCRUA Future Debt Issues**
- c. **Bond Priorities / Issuance of CO's; Fire Station #1 & #4, Renovation of Pat Bryson Municipal Building**
- d. **Possible creation of TIRZ #2**
- e. **Golf Course Operation; Possible Capital Improvements**

- f. Annexation Priorities
- g. Comprehensive Plan Implementation Priorities
- h. Commercial Zoning Categories and Possible new category for Neighborhood retail
- i. City's tree preservation requirements
- j. Public Information Officer
- k. Hill Country Community Ministries Facility

The meeting adjourned for the day at 5:35 p.m.

Mayor Fielder called the meeting to order Sunday, July 31, 2016, at 9:00 a.m.

- 13. Discuss Council Priorities and Review List from January 2016 Retreat
Discussions were had regarding Council priorities; Council review priority list from the January 2016 Retreat
- 14. Calendars
 - a) Scheduling of joint work session with P & Z
 - b) Scheduling of next Council Retreat
 - c) Discussion on TML Annual Conference

Council set the joint work session with P & Z for September 15, 2016

Council set the next Council Retreat for January 28, 2016

Discussions were had regarding the TML Annual Conference

With there being no further business the meeting adjourned at 11:55 p.m.

EXECUTIVE SESSION

- 15. 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 In Re: Application of LCRA Transmission Services Corporation to Amend its Certificate of Convenience and Necessity for the Proposed Leander to Round Rock 138 KV Transmission Line Project in Williamson County, Texas, Before the State Office of Administrative Hearings (SOAH Docket No. 473-16-4342; PUC Docket No. 45866)

Council convened into executive session at 3:34 p.m.

Council reconvened into open session at 4:14 p.m.

- 16. Reconvene into open session to take action as deemed appropriate in the City Council's discretion regarding In Re: Application of LCRA Transmission Services Corporation to Amend its Certificate of Convenience and Necessity for the Proposed Leander to Round Rock 138 KV Transmission Line Project in Williamson County, Texas, Before the State Office of Administrative Hearings (SOAH Docket No. 473-16-4342; PUC Docket No. 45866)

No Action taken.

- 17. Adjournment
With there being no further business the meeting adjourned at 11:55 a.m.

Attest

Christopher Fielder, Mayor

Debora Penberg, Interim City Secretary



Executive Summary

December 01, 2016

Agenda Subject: Zoning Case 16-TOD-Z-015 & Subdivision Cases 16-TOD-CP-005 & 16-TOD-PP-013: Consider action on the Trailside Oaks Concept Plan, Preliminary Plat, and designation of the T4 General Urban Zone and T5 Urban Center Zone Transect Zones for approximately 8.467 acres more or less; located at 2012 Hero Way; WCAD Parcel R031603; Leander, Williamson County, Texas.

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

Origination: Applicant/Agent: Ryan Larson (Lone Star Development) on behalf of Malcolm Leo, Virginia, and Clay Naumann.

Financial Consideration: None

Recommendation: Staff recommends approval of the concept plan, preliminary plat, and the designation of the T4 General Urban Zone and T5 Urban Center Zone Transect Zones. The following warrants have been approved with this application:

1. Lots that exceed the maximum lot dimensions required by the SmartCode.
 - The SmartCode limits the lot width to 96 foot maximum in T4 and 180 foot maximum in T5. The proposal is meeting the intent of the code by provided for pedestrian connections throughout the lots and multiple buildings on each lot.
2. Alternative Thoroughfare Assemblies.
 - The alternative thoroughfare assemblies will all for the preservation of the existing trees on site.
 - SD-50-26 will be modified to remove the trees on one side as shown in ST-50-ALT-1. In this situation, the

existing trees will remain on the north side of the roadway instead of planting new street trees. The existing trees will still provide a continuous tree canopy.

- SD-50-26 will be modified to provide for an 11 foot sidewalk on the retail side of the development as shown in ST-50-ALT-2. This proposal meets the intent of the SmartCode.
- SD-50-26 will be modified to remove the street trees and parking along the roadway and provide for a right and left turn lane as shown in ST-50-ALT-3. This street section is proposed for the approach to the project. The street trees will be provided along the entrance and the request meets the intent of the SmartCode.

The tree protection plan demonstrates a total of 29 trees that are between 18 and 26 inch significant trees were surveyed totaling 615 caliper inches. The applicant is proposing to remove 5 significant trees totaling 135 caliper inches. The required mitigation would consist of 270 caliper inches of replacement trees (2 caliper inches per every 1 inch removed). The tree summary is demonstrated below:

BETWEEN 18" & 26"					
SURVEYED		REMOVED		MITIGATION	
# of Trees	Total Inches	# of Trees	Total Inches	Calculation	Required Replacement
29	615"	5	135"	135" X 2	270"

The tree protection plan demonstrates a total of 14, greater than 26 caliper inch heritage trees were surveyed totaling 473 caliper inches. The applicant is proposing to remove 1 heritage tree totaling 29 caliper inches. The required mitigation would consist of 87 caliper inches of replacement trees (3 caliper inches per every 1 inch removed). In addition, a mitigation fee in the amount \$8,700 (29 X \$300) will be required. The tree summary is demonstrated below:

GREATER THAN 26"					
SURVEYED		REMOVED		MITIGATION	
# of Trees	Total Inches	# of Trees	Total Inches	Calculation	Required Replacement
14	473"	1	29"	29" X 3	87"

The Planning & Zoning Commission unanimously recommended approval of the staff recommendation of approval of the concept plan, preliminary plat, designation of the transect zones, and removal of a heritage tree at the November 10, 2016 meeting.

The City Council unanimously approved the concept plan, preliminary plat, designation of the transect zones, and removal of a heritage tree at the November 17, 2016 meeting.

Attachments:

1. Concept Plan & Preliminary Plat
2. Ordinance

Prepared By:

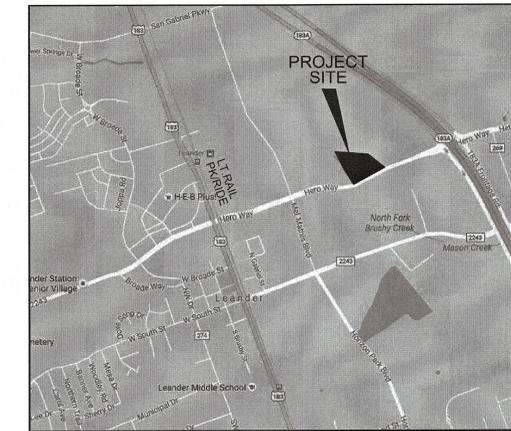
Tom Yantis, AICP
Assistant City Manager

11/18/2016

TRAILSIDE OAKS - PARTICIPATING PARCEL PLAN

PRELIMINARY PLAT IN THE CITY OF LEANDER, WILLIAMSON COUNTY, TEXAS

8.469 Acres, more or less, out of the Talbot Chambers Survey, Abstract No. 125, situated in Williamson County, Texas, being that certain (9.16 Acre) tract (further described as a 8.97 acre tract and a 0.19 acre tract) as conveyed to Malcolm Leo Naumann and Virginia Naumann, husband and wife, and Clay Naumann, by Special Warranty Deed as recorded in Doc. No. 2003009014, Official Public Records, Williamson County, Texas, SA/VE AND EXCEPT that certain (0.6930 acre or 30,186 square feet) tract as conveyed to Williamson County, Texas for right of way purposes, by Donation Special Warranty Deed as recorded in Doc. No. 2009071323, Official Public Records, Williamson County, Texas.



LOCATION MAP
N.T.S.

SHEET INDEX

- COVER SHEET
- CONCEPT PLAN
- PRELIMINARY PLAT
- WATER DISTRIBUTION PLAN
- WASTEWATER COLLECTION PLAN
- DRAINAGE PLAN
- TREE MITIGATION PLAN

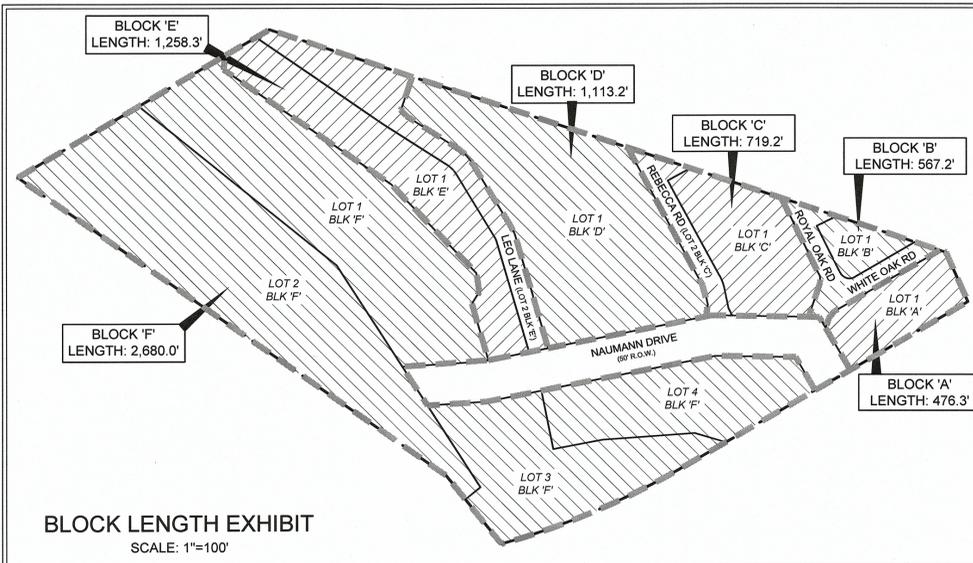


201 University Oaks Blvd., Ste. 540 PMB 101
Round Rock, Texas 78665
(512) 773-2766
Texas Registered Engineering Firm F-17563



TRAILSIDE OAKS
LEANDER, TEXAS 78641
COVER SHEET

SHEET
1
1 OF 7



WARRANTS:

- Request for larger lots, exceeding maximum block length and lot dimensions. This project is a site plan lot and has many existing features (i.e. the trees and creek) that have been preserved and tied in to enhance the overall aesthetics of the Development.
- Request for Thoroughfare Assemblies not in the Smart Code. The Site Development will utilize and preserve existing trees rather than provide new trees in tree wells. Sidewalks will meander through the project in order to provide a better living environment for the community.

Both of these Warrants will still allow this Development to meet the intent of the City of Leander Smart Code.

A portion of this tract is within a flood hazard area as shown on the Flood Insurance Rate Map Panel No. 48491C0455E, for Williamson County, effective September 28, 2008.

Letter of Map Revision dated July 11, 2013, case no. 13-06-3200aa.

Kerri K. Pena
Kerri K. Pena, P.E.,
TBPE No. 90255
Green Civil Design, L.L.C.
201 University Oaks Blvd., Ste. 540, PMB 101
Round Rock, Texas 78665
Firm No. F-17563

10/30/16
Date



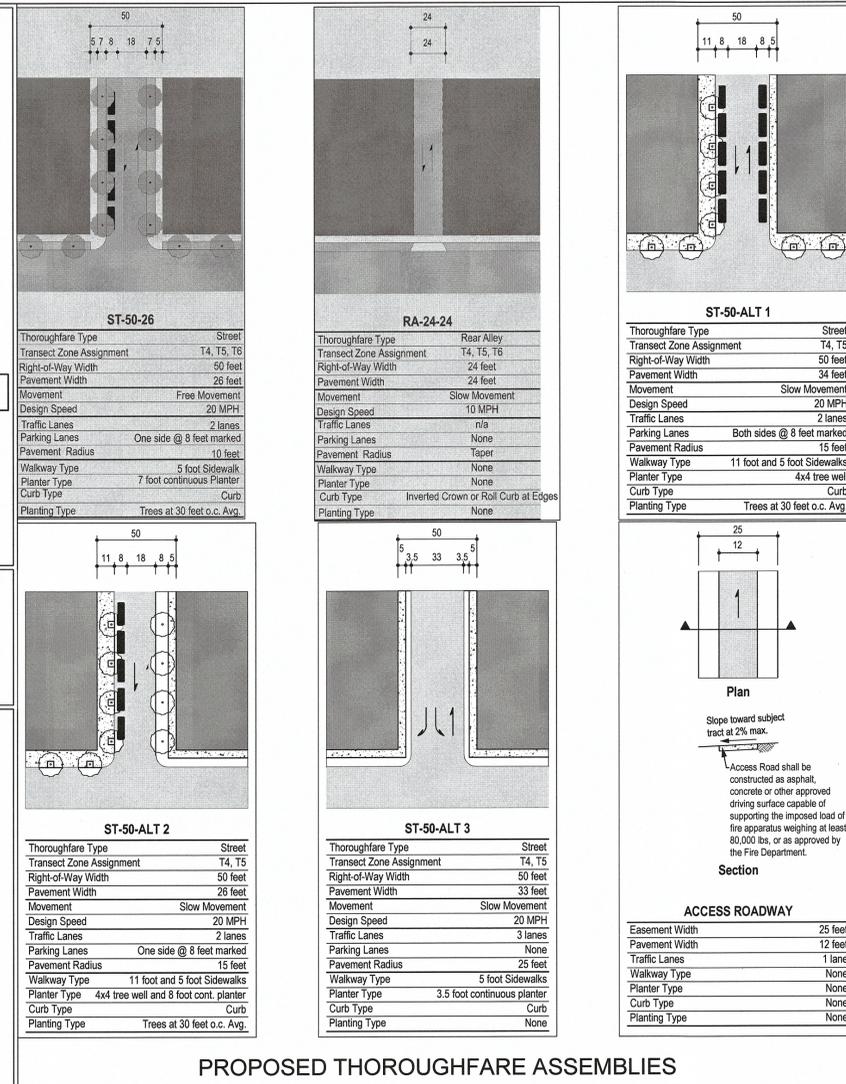
Surveyor Notes:

- All easements, of which I have knowledge and those recorded easements furnished by Independence Title and Stewart Title Guaranty Company according to Title Commitment GF No. 1603948-COM, effective date: February 18, 2016, DO AFFECT the subject property. Other than visible easements, no unrecorded or unwritten easements are shown hereon.
- Subject to easement (as shown) & easement rights as conveyed to Pedernales Electric Cooperative, Inc. as recorded in Vol. 761 Pg. 331, Deed Records Williamson County, Texas.
- Subject to 15 foot wide easement (the centerline being the existing line in approximate location as shown hereon) as conveyed to Pedernales Electric Cooperative, Inc. as recorded in Vol. 829 Pg. 932, Deed Records Williamson County, Texas.
- Subject to 20 foot wide right of way and easement (shown) for sewer/water lines and 30 foot wide temporary construction easement along "and to the left of the entire westerly line of the (shown) 20 foot wide easement", as conveyed to the City of Leander as recorded in Vol. 1280 Pg. 632, Official Records, Williamson County, Texas.
- Subject to 20 foot wide easement, "being ten feet on each side of the centerline of the facilities as built with guying easements as needed", as conveyed to Pedernales Electric Cooperative, Inc. as recorded in Doc. No. 2015098901, Official Public Records Williamson County, Texas.
- Easement as conveyed to Pedernales Electric Cooperative, Inc. as recorded in Vol. 761 Pg. 314, Deed Records Williamson County, Texas, DOES NOT AFFECT the subject tract shown hereon.

I, Paul Utterback, HEREBY CERTIFY that a survey was made on the ground of the property shown hereon; that there are no visible discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, easements or right-of-way, except as shown; that said property has access to and from a public roadway and that this plat is an accurate representation of the property to the best of my knowledge.

Paul Utterback
PAUL UTTERBACK
R.P.L.S. NO. 5738

SURVEYED BY:
ATS ENGINEERS, INSPECTORS & SURVEYORS
4910 WEST HIGHWAY 290, AUSTIN, TX 78735
(512) 328-6995



NOTES:

- This Subdivision is wholly contained within the current corporate limits of the City of Leander, Texas.
- No lot in this subdivision shall be occupied until connected to the City of Leander water distribution and wastewater collection facilities.
- A Building Permit is required from the City of Leander prior to construction of any building or site improvements on any lot in this subdivision.
- No buildings, fences, landscaping or other structures are permitted within the drainage easements shown except as approved by the City of Leander Public Works Department.
- Property owner shall provide for access to drainage easements as may be necessary and shall not prohibit access by the City of Leander.
- All easements on private property shall be maintained by the property owner or his or her assigns.
- In addition to the easements shown hereon, a ten (10') wide public utility easement is dedicated along and adjacent to all right-of-way and two and half (2.5') foot wide public utility easement is dedicated along all side lot lines.
- Building setbacks not shown hereon shall comply with the most current zoning ordinance of the City of Leander. Additional residential garage setbacks may be required as listed in the current zoning ordinance.
- All utility line must be located underground.
- All drive lanes, fire lanes, and driveways within the subdivision shall provide for reciprocal access for ingress and egress to all other lots within the subdivision and to adjacent properties.
- At the time of site development permit, unless a new traffic impact analysis (TIA) for the development as proposed in the concept plan indicates that average daily trips are estimated below 2,000, the applicant will provide payment to the City in lieu of a TIA.
- All Greenbelt and Landscaped areas within the site shall be owned and maintained by the owner(s).
- No additional obstructions in any waterway will be allowed on this property other than future proposed low water crossing where existing crossing is located.
- Access road shall be constructed as asphalt, concrete or other approved driving surface capable of supporting the imposed load of fire apparatus weighing at least 80,000 lbs.

LOT	BLOCK	ACREAGE	USE/ ZONING	LUEs	TRAFFIC VOL. TRIPS/DAY	WATERSHED
1	A	0.283	MULTI-FAMILY (T-4)	4.2	35	NORTH BRUSHY CREEK
1	B	0.110	MULTI-FAMILY (T-4)	1.4	12	NORTH BRUSHY CREEK
2	B	0.170	ACCESS/PUE	0.0	0	NORTH BRUSHY CREEK
1	C	0.467	MULTI-FAMILY (T-4)	7.0	59	NORTH BRUSHY CREEK
2	C	0.138	ACCESS/PUE	0.0	0	NORTH BRUSHY CREEK
1	D	1.320	MULTI-FAMILY (T-4)	11.9	99	NORTH BRUSHY CREEK
1	E	0.654	MULTI-FAMILY (T-4)	11.2	93	NORTH BRUSHY CREEK
2	E	0.383	ACCESS/PUE	0.0	0	NORTH BRUSHY CREEK
1	F	1.292	PUBLIC PARK	0.0	6	NORTH BRUSHY CREEK
2	F	1.697	MIXED USE (T-5)	23.0	363	NORTH BRUSHY CREEK
3	F	0.727	PUBLIC PARK	0.0	0	NORTH BRUSHY CREEK
4	F	0.597	MIXED USE (T-5)	23.0	363	NORTH BRUSHY CREEK
12 LOTS:		7.838		82	1,030	
ROW		0.631	RIGHT OF WAY	0	0	NORTH BRUSHY CREEK
TOTAL:		8.469		82	1,030	

OWNERS:

LONE STAR DEVELOPMENT PARTNERS
RYAN LARSON - PRINCIPAL
3717 WHITT LOOP
AUSTIN, TEXAS 78749
(512) 971-4045

ENGINEER:

GREEN CIVIL DESIGN, FIRM F-17563
201 UNIVERSITY OAKS BLVD., STE. 540 PMB 101
ROUND ROCK, TEXAS 78665
(512) 773-2766
GREENCIVILDDESIGN@GMAIL.COM

ARCHITECT:

DANZE & DAVIS ARCHITECTS, INC.
4701 SPICEWOOD SPRINGS ROAD, STE. 200
AUSTIN, TEXAS 78759
(512) 343-0714

SURVEYOR:

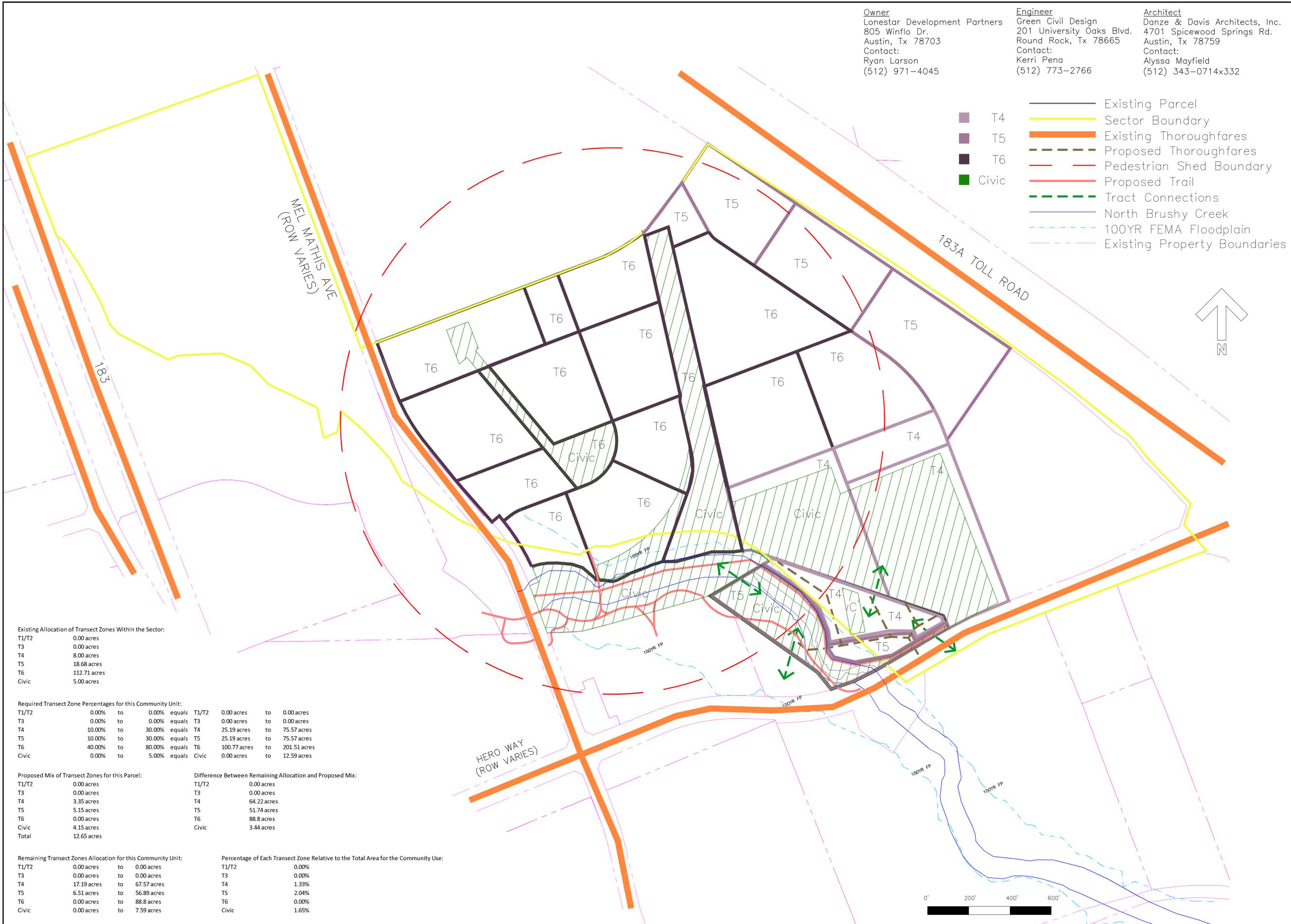
PAUL UTTERBACK, RPLS NO. 5738
ATS ENGINEERS, INSPECTORS & SURVEYORS
TBPLS FIRM REG. #0126000
4910 WEST HWY. 290
AUSTIN, TEXAS 78735
(512) 328-6995

Owner
 Lonestar Development Partners
 805 Winflo Dr.
 Austin, Tx 78703
 Contact:
 Ryan Larson
 (512) 971-4045

Engineer
 Green Civil Design
 201 University Oaks Blvd.
 Round Rock, Tx 78665
 Contact:
 Kerri Pena
 (512) 773-2766

Architect
 Danze & Davis Architects, Inc.
 4701 Spicewood Springs Rd.
 Austin, Tx 78759
 Contact:
 Alyssa Mayfield
 (512) 343-0714x332

- T4
- T5
- T6
- Civic
- Existing Parcel
- Sector Boundary
- Existing Thoroughfares
- Proposed Thoroughfares
- Pedestrian Shed Boundary
- Proposed Trail
- Tract Connections
- North Brushy Creek
- 100YR FEMA Floodplain
- Existing Property Boundaries



Existing Allocation of Transect Zones Within the Sector:

T1/T2	0.00 acres
T3	0.00 acres
T4	8.00 acres
T5	18.68 acres
T6	112.71 acres
Civic	5.00 acres

Required Transect Zone Percentages for this Community Unit:

T1/T2	0.00%	to	0.00%	equals	T1/T2	0.00 acres	to	0.00 acres
T3	0.00%	to	0.00%	equals	T3	0.00 acres	to	0.00 acres
T4	10.00%	to	30.00%	equals	T4	25.19 acres	to	75.57 acres
T5	10.00%	to	30.00%	equals	T5	25.19 acres	to	75.57 acres
T6	40.00%	to	80.00%	equals	T6	100.77 acres	to	201.51 acres
Civic	0.00%	to	5.00%	equals	Civic	0.00 acres	to	12.59 acres

Proposed Mix of Transect Zones for this Parcel:

T1/T2	0.00 acres
T3	0.00 acres
T4	3.35 acres
T5	5.15 acres
T6	0.00 acres
Civic	4.15 acres
Total	12.65 acres

Difference Between Remaining Allocation and Proposed Mix:

T1/T2	0.00 acres
T3	0.00 acres
T4	64.22 acres
T5	51.74 acres
T6	88.8 acres
Civic	3.44 acres

Remaining Transect Zones Allocation for this Community Unit:

T1/T2	0.00 acres	to	0.00 acres
T3	0.00 acres	to	0.00 acres
T4	17.19 acres	to	67.57 acres
T5	6.51 acres	to	56.89 acres
T6	0.00 acres	to	88.8 acres
Civic	0.00 acres	to	7.59 acres

Percentage of Each Transect Zone Relative to the Total Area for the Community Use:

T1/T2	0.00%
T3	0.00%
T4	1.33%
T5	2.04%
T6	0.00%
Civic	1.65%



DANZE & DAVIS
 ARCHITECTS, INC.
 4701 Spicewood Springs Road, Suite 200 Austin, TX 78759 Phone 512.343.0714 Fax 512.343.0718
 WWW.DANZE-DAVIS.COM

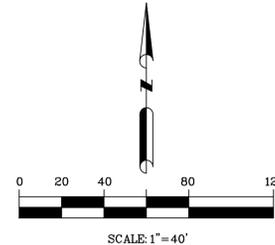
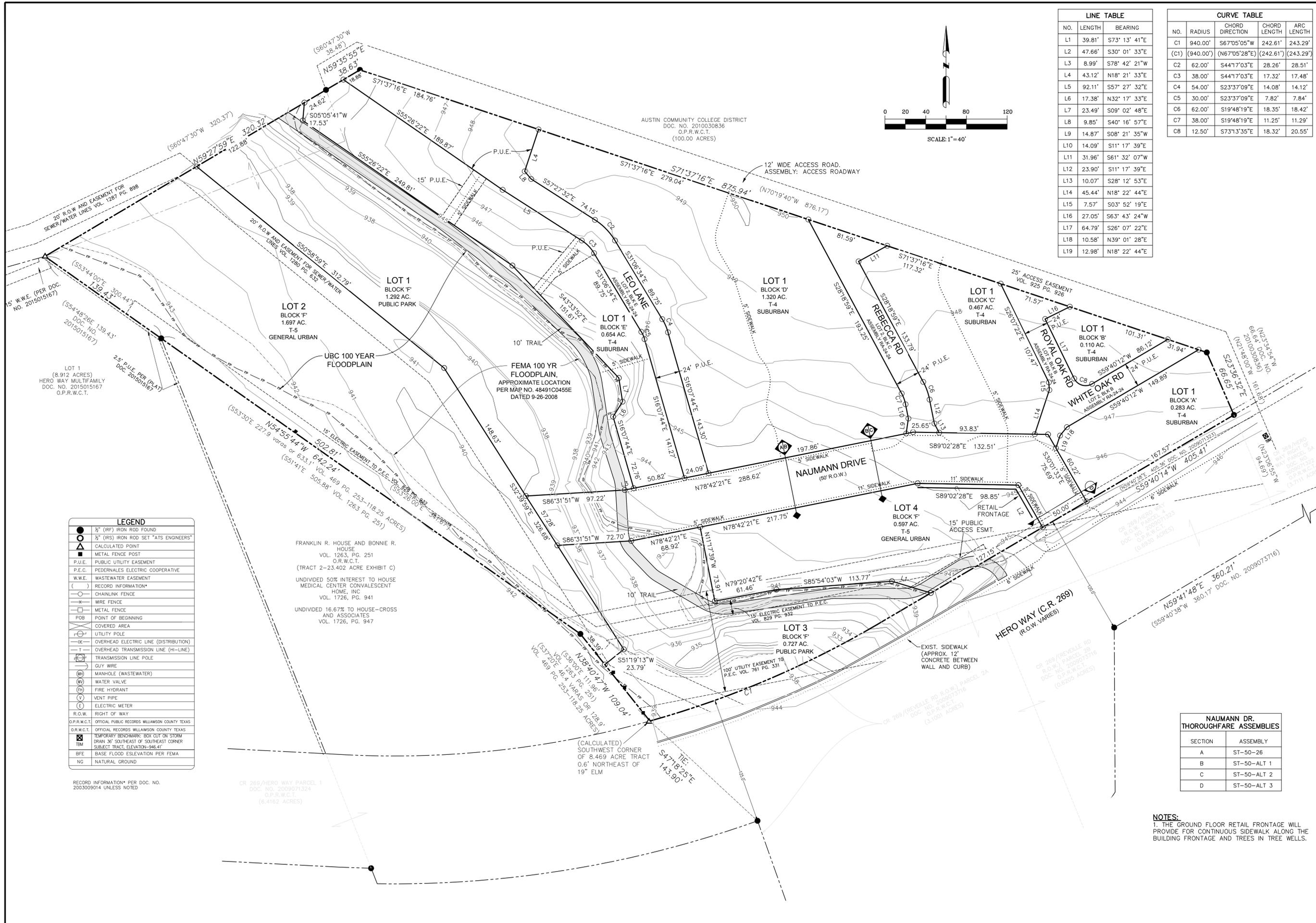
TRAILSIDE OAKS
 9361 183A TOLL RD
 LEANDER, TX 78641

SCALE 1"=200'

CONCEPT PLAN
 DRAWN BY: ADM
 CHECKED BY:
 DATE: 11-08-2016
 REVISED:

SHEET
 2 OF 7

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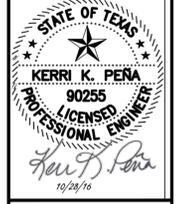


LINE TABLE		
NO.	LENGTH	BEARING
L1	39.81'	S73° 13' 41"E
L2	47.66'	S30° 01' 33"E
L3	8.99'	S78° 42' 21"W
L4	43.12'	N18° 21' 33"E
L5	92.11'	S57° 27' 32"E
L6	17.38'	N32° 17' 33"E
L7	23.49'	S09° 02' 48"E
L8	9.85'	S40° 16' 57"E
L9	14.87'	S08° 21' 35"W
L10	14.09'	S11° 17' 39"E
L11	31.96'	S61° 32' 07"W
L12	23.90'	S11° 17' 39"E
L13	10.07'	S28° 12' 53"E
L14	45.44'	N18° 22' 44"E
L15	7.57'	S03° 52' 19"E
L16	27.05'	S63° 43' 24"W
L17	64.79'	S19° 48' 19"E
L18	10.58'	N39° 01' 28"E
L19	12.98'	N18° 22' 44"E

CURVE TABLE			
NO.	RADIUS	CHORD DIRECTION	ARC LENGTH
C1	940.00'	S67°05'05"W	242.61'
(C1)	(940.00')	(N67°05'28"E)	(242.61')
C2	62.00'	S44°17'03"E	28.26'
C3	38.00'	S44°17'03"E	17.32'
C4	54.00'	S23°37'09"E	14.08'
C5	30.00'	S23°37'09"E	7.82'
C6	62.00'	S19°48'19"E	18.35'
C7	38.00'	S19°48'19"E	11.25'
C8	12.50'	S73°13'35"E	18.32'

NO.	REVISIONS	DATE

FILE NAME: PEG. PLAN#20161001
 DESIGNED BY: KRP, PAM
 DRAWN BY: PAM
 CHECKED BY: KRP



201 University Oaks Blvd., Ste. 540 PMB 101
 Round Rock, Texas 78665
 (512) 773-2766
 Texas Registered Engineering Firm F-17563



TRAILSIDE OAKS
LEANDER, TEXAS 78641
PRELIMINARY PLAT

LEGEND	
●	1/2" (RF) IRON ROD FOUND
○	1/2" (RS) IRON ROD SET "ATS ENGINEERS"
▲	CALCULATED POINT
■	METAL FENCE POST
—	P.U.E. PUBLIC UTILITY EASEMENT
—	P.E.C. PEDERNALES ELECTRIC COOPERATIVE
—	W.W.E. WASTEWATER EASEMENT
()	RECORD INFORMATION*
○	CHAINLINK FENCE
×	WIRE FENCE
□	METAL FENCE
P.O.B.	POINT OF BEGINNING
○	COVERED AREA
○	UTILITY POLE
—	OVERHEAD ELECTRIC LINE (DISTRIBUTION)
—	OVERHEAD TRANSMISSION LINE (HI-LINE)
—	TRANSMISSION LINE POLE
—	GUY WIRE
(M)	MANHOLE (WASTEWATER)
(W)	WATER VALVE
(H)	FIRE HYDRANT
(V)	VENT PIPE
(E)	ELECTRIC METER
R.O.W.	RIGHT OF WAY
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY TEXAS
□	TEMPORARY BENCHMARK BOX OUT ON STORM DRAIN 36' SOUTHEAST OF SOUTHEAST CORNER SUBJECT TRACT, ELEVATION=948.47'
B.F.E.	BASE FLOOD ELEVATION PER FEMA
NG	NATURAL GROUND

FRANKLIN R. HOUSE AND BONNIE R. HOUSE
 VOL. 1263, PG. 251
 O.P.R.W.C.T.
 (TRACT 2-23.402 ACRE EXHIBIT C)
 UNDIVIDED 50% INTEREST TO HOUSE MEDICAL CENTER CONVALESCENT HOME, INC.
 VOL. 1726, PG. 941
 UNDIVIDED 16.67% TO HOUSE-CROSS AND ASSOCIATES
 VOL. 1726, PG. 947

NAUMANN DR. THOROUGHFARE ASSEMBLY	
SECTION	ASSEMBLY
A	ST-50-26
B	ST-50-ALT 1
C	ST-50-ALT 2
D	ST-50-ALT 3

NOTES:
 1. THE GROUND FLOOR RETAIL FRONTAGE WILL PROVIDE FOR CONTINUOUS SIDEWALK ALONG THE BUILDING FRONTAGE AND TREES IN TREE WELLS.

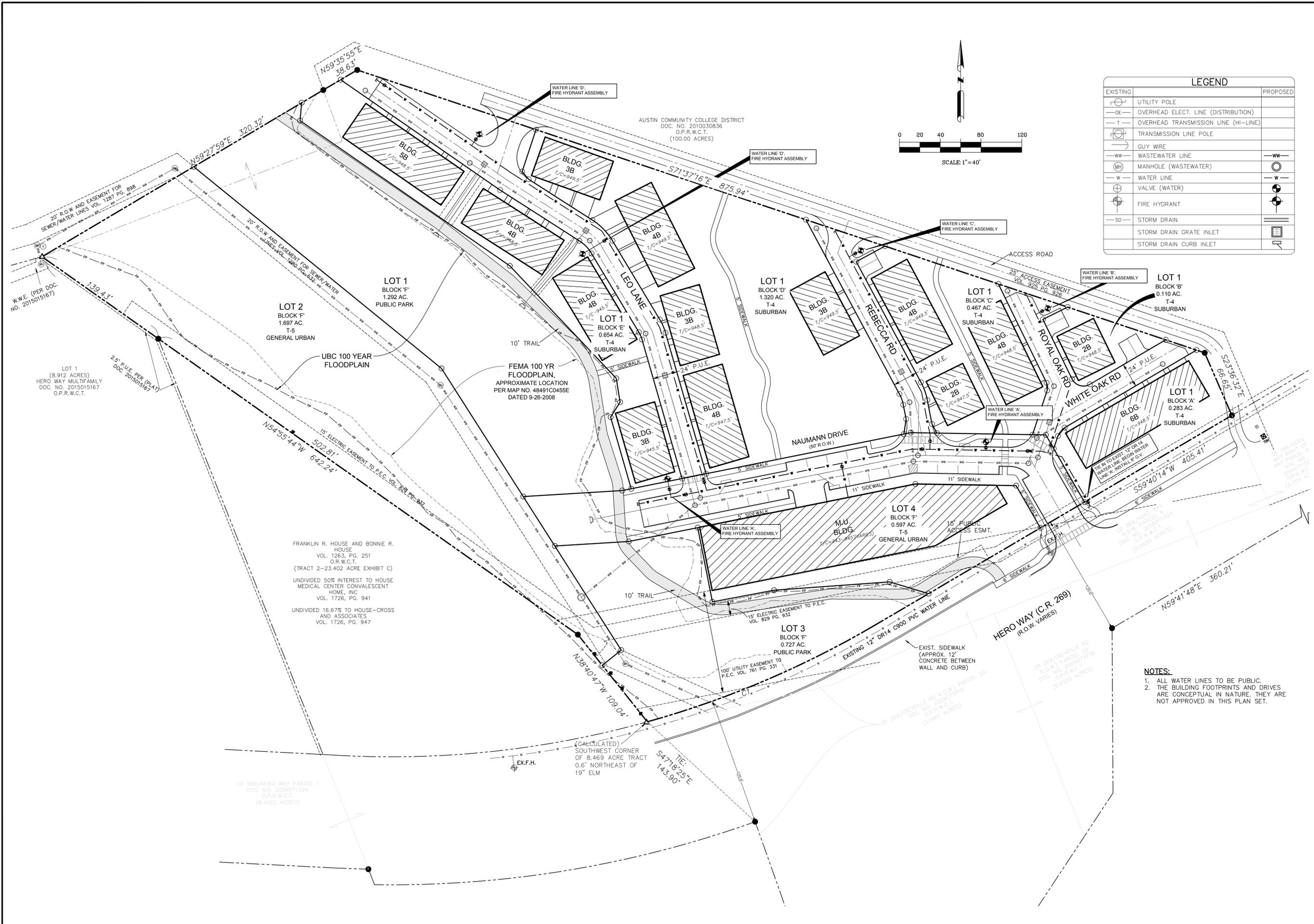
RECORD INFORMATION* PER DOC. NO. 2003009014 UNLESS NOTED

CR 289/HERO WAY PARCEL 1
 DOC. NO. 2009071324
 O.P.R.W.C.T.
 (6.4182 ACRES)

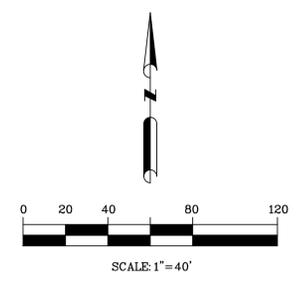
(CALCULATED) SOUTHWEST CORNER OF 8.469 ACRE TRACT 0.6' NORTHEAST OF 19" ELM
 S47°18'25"E
 143.90'

CR 289/REVELLE RD R.O.W. PARCEL 38
 DOC. NO. 2009075716
 O.P.R.W.C.T.
 (0.2228 ACRES)

CR 289/REVELLE RD R.O.W. PARCEL 39
 DOC. NO. 2009075716
 O.P.R.W.C.T.
 (0.2228 ACRES)



LEGEND	
EXISTING	PROPOSED



NO.	REVISIONS	DATE

FILE NAME: PEG_PAT#892.2016.001
 DATE: AUGUST, 2016
 PROJECT NO.: 800-101

DESIGNED BY: KRP, PAM
 DRAWN BY: PAM
 CHECKED BY: KRP



201 University Oaks Blvd., Ste. 540 PMB 101
 Round Rock, Texas 78665
 (512) 773-2766
 Texas Registered Engineering Firm F-17563

Green Civil Design
 GCD
 Engineering & Consulting

TRAILSIDE OAKS
 LEANDER, TEXAS 78641

Water Distribution Plan

SHEET
4
 OF 7

- NOTES:**
1. ALL WATER LINES TO BE PUBLIC.
 2. THE BUILDING FOOTPRINTS AND DRIVES ARE CONCEPTUAL IN NATURE. THEY ARE NOT APPROVED IN THIS PLAN SET.

FRANKLIN R. HOUSE AND BONNIE R. HOUSE
 VOL. 1263, PG. 251
 O.P.R.W.C.T.
 (TRACT 2-23.402 ACRE EXHIBIT C)
 UNDIVIDED 50% INTEREST TO HOUSE MEDICAL CENTER CONVALESCENT HOME, INC
 VOL. 1726, PG. 941
 UNDIVIDED 16.67% TO HOUSE-CROSS AND ASSOCIATES
 VOL. 1726, PG. 947

LOT 1
 (8.912 ACRES)
 HERO WAY MULTIFAMILY
 DOC. NO. 2015015167
 O.P.R.W.C.T.

LOT 2
 BLOCK 'F'
 1.697 AC.
 T-5
 GENERAL URBAN

LOT 1
 BLOCK 'F'
 1.292 AC.
 PUBLIC PARK

FEMA 100 YR FLOODPLAIN.
 APPROXIMATE LOCATION
 PER MAP NO. 48491C0455E
 DATED 9-26-2008

LOT 1
 BLOCK 'D'
 1.320 AC.
 T-4
 SUBURBAN

LOT 1
 BLOCK 'C'
 0.467 AC.
 T-4
 SUBURBAN

LOT 1
 BLOCK 'B'
 0.110 AC.
 T-4
 SUBURBAN

LOT 1
 BLOCK 'A'
 0.283 AC.
 T-4
 SUBURBAN

LOT 4
 BLOCK 'F'
 0.597 AC.
 T-5
 GENERAL URBAN

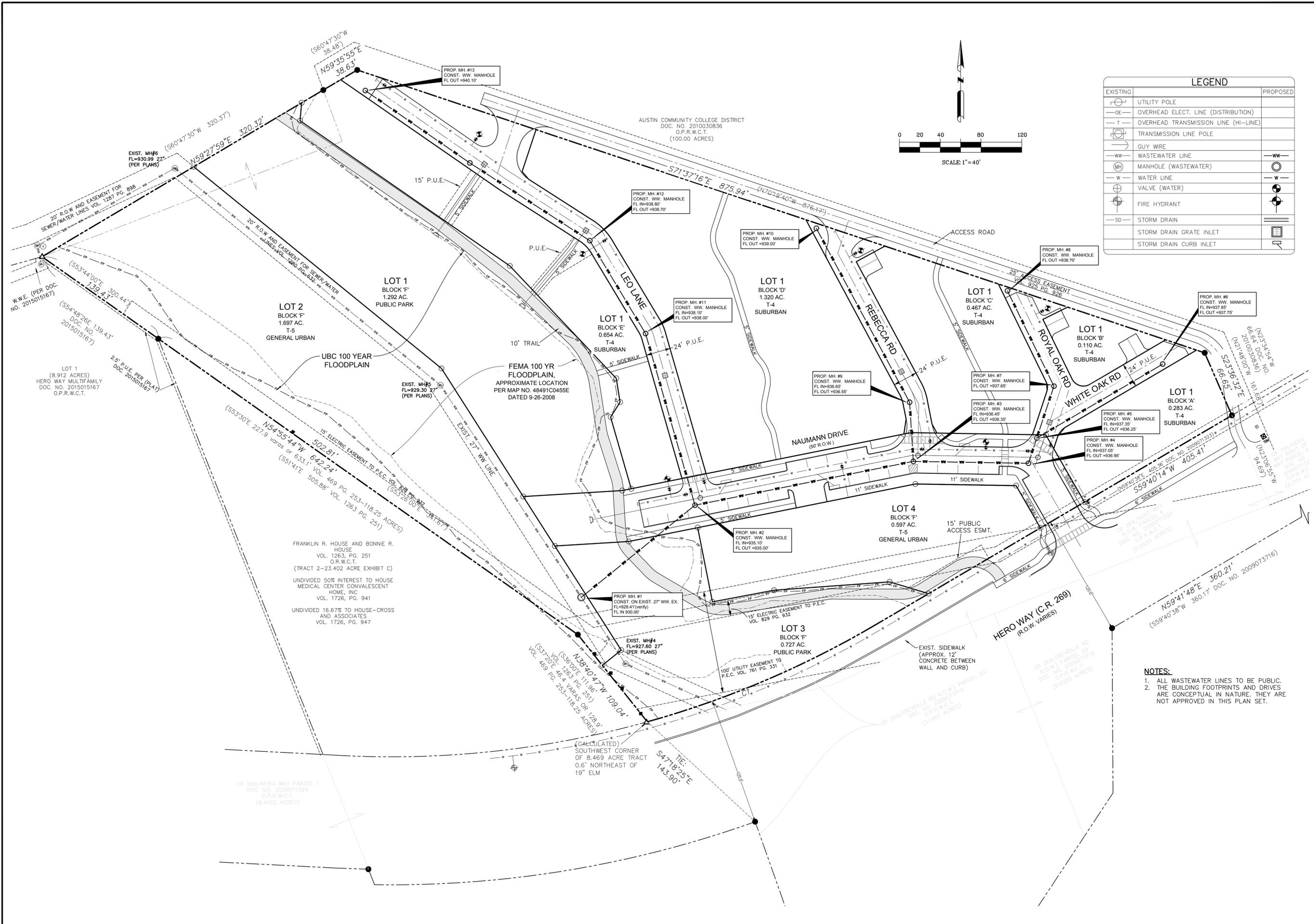
LOT 3
 BLOCK 'F'
 0.727 AC.
 PUBLIC PARK

CR 289/HERO WAY PARCEL 1
 DOC. NO. 2009071324
 O.P.R.W.C.T.
 (6.4162 ACRES)

(CALCULATED)
 SOUTHWEST CORNER
 OF 8.469 ACRE TRACT
 0.6' NORTHEAST OF
 19" ELM

EXIST. SIDEWALK
 (APPROX. 12"
 CONCRETE BETWEEN
 WALL AND CURB)

CR 289/REVELLE RD
 R.O.W. PARCEL 3B
 DOC. NO. 2009073716
 O.P.R.W.C.T.
 (0.2225 ACRES)



LEGEND	
EXISTING	PROPOSED

NO.	REVISIONS	DATE

FILE NAME: PEG. PLAN#2016.001
 DATE: AUGUST, 2016
 DESIGNED BY: KRP, PAM
 DRAWN BY: PAM
 CHECKED BY: KRP



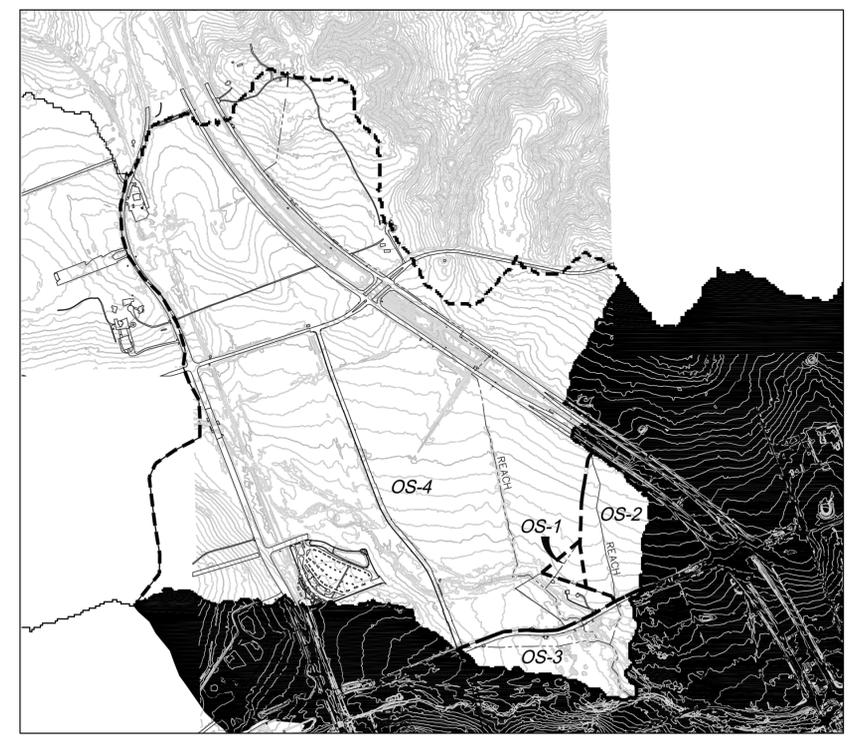
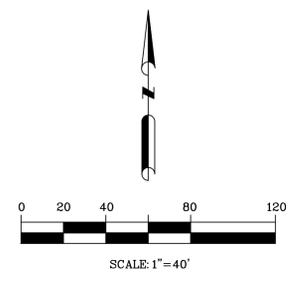
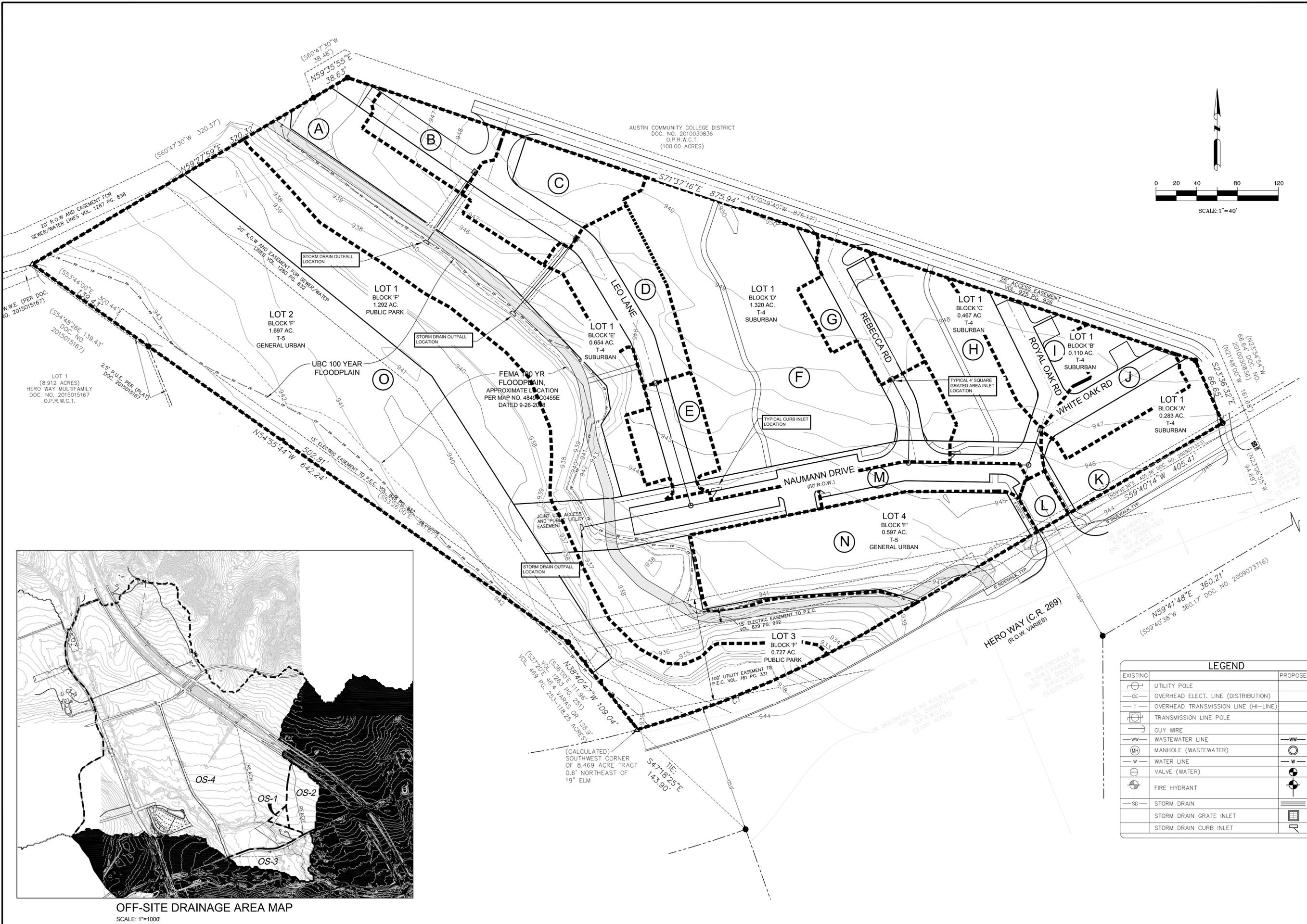
201 University Oaks Blvd., Ste. 540 PMB 101
 Round Rock, Texas 78665
 (512) 773-2766
 Texas Registered Engineering Firm F-17563



TRAILSIDE OAKS
LEANDER, TEXAS 78641
Wastewater Collection Plan

SHEET
5
 OF 7

- NOTES:**
1. ALL WASTEWATER LINES TO BE PUBLIC.
 2. THE BUILDING FOOTPRINTS AND DRIVES ARE CONCEPTUAL IN NATURE. THEY ARE NOT APPROVED IN THIS PLAN SET.



LEGEND		EXISTING	PROPOSED
	UTILITY POLE		
	OVERHEAD ELECT. LINE (DISTRIBUTION)		
	OVERHEAD TRANSMISSION LINE (HI-LINE)		
	TRANSMISSION LINE POLE		
	GUY WIRE		
	WASTEWATER LINE		
	MANHOLE (WASTEWATER)		
	WATER LINE		
	VALVE (WATER)		
	FIRE HYDRANT		
	STORM DRAIN		
	STORM DRAIN GRATE INLET		
	STORM DRAIN CURB INLET		

NO.	REVISIONS	DATE
DESIGNED BY: KRP, PAM	FILE NAME: PRL PLAT#8922016.001	APPRD.
DRAWN BY: PAM	DATE: AUGUST, 2016	
CHECKED BY: KRP	PROJECT NO.: 900-101	

STATE OF TEXAS
KERRI K. PENN.
90255
LICENSED
PROFESSIONAL ENGINEER
Keri K. Penn
10/29/16

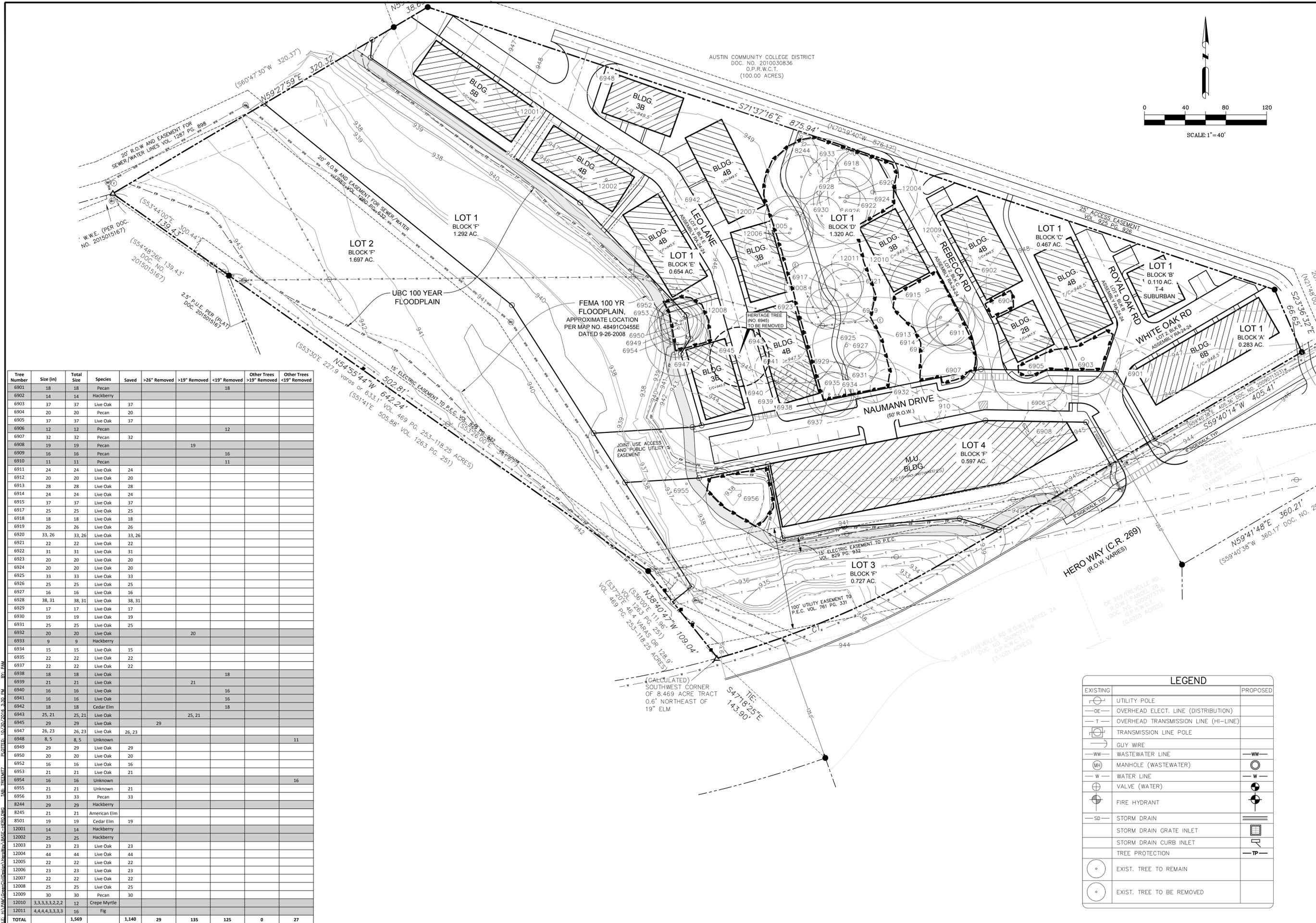
201 University Oaks Blvd., Ste. 540 PMB 101
Round Rock, Texas 78665
(512) 773-2766
Texas Registered Engineering Firm F-17563

Green Civil Design
GCD
Engineering & Consulting

TRAILSIDE OAKS
LEANDER, TEXAS 78641

Drainage Plan

SHEET
6
OF 7



Tree Number	Size (in)	Total Size	Species	Saved	>26" Removed	>19" Removed	<19" Removed	Other Trees >19" Removed	Other Trees <19" Removed
6901	18	18	Pecan				18		
6902	14	14	Hackberry						
6903	37	37	Live Oak	37					
6904	20	20	Pecan	20					
6905	37	37	Live Oak	37					
6906	12	12	Pecan				12		
6907	32	32	Pecan	32					
6908	19	19	Pecan			19			
6909	16	16	Pecan				16		
6910	11	11	Pecan				11		
6911	24	24	Live Oak	24					
6912	20	20	Live Oak	20					
6913	28	28	Live Oak	28					
6914	24	24	Live Oak	24					
6915	37	37	Live Oak	37					
6917	25	25	Live Oak	25					
6918	18	18	Live Oak	18					
6919	26	26	Live Oak	26					
6920	33, 26	33, 26	Live Oak	33, 26					
6921	22	22	Live Oak	22					
6922	31	31	Live Oak	31					
6923	20	20	Live Oak	20					
6924	20	20	Live Oak	20					
6925	33	33	Live Oak	33					
6926	25	25	Live Oak	25					
6927	16	16	Live Oak	16					
6928	38, 31	38, 31	Live Oak	38, 31					
6929	17	17	Live Oak	17					
6930	19	19	Live Oak	19					
6931	25	25	Live Oak	25					
6932	20	20	Live Oak			20			
6933	9	9	Hackberry						
6934	15	15	Live Oak	15					
6935	22	22	Live Oak	22					
6937	22	22	Live Oak	22					
6938	18	18	Live Oak				18		
6939	21	21	Live Oak			21			
6940	16	16	Live Oak				16		
6941	16	16	Live Oak				16		
6942	18	18	Cedar Elm				18		
6943	25, 21	25, 21	Live Oak			25, 21			
6945	29	29	Live Oak		29				
6947	26, 23	26, 23	Live Oak	26, 23					
6948	8, 5	8, 5	Unknown						11
6949	29	29	Live Oak	29					
6950	20	20	Live Oak	20					
6952	16	16	Live Oak	16					
6953	21	21	Live Oak	21					
6954	16	16	Unknown						16
6955	21	21	Unknown	21					
6956	33	33	Pecan	33					
8244	29	29	Hackberry						
8245	21	21	American Elm						
8501	19	19	Cedar Elm	19					
12001	14	14	Hackberry						
12002	25	25	Hackberry						
12003	23	23	Live Oak	23					
12004	44	44	Live Oak	44					
12005	22	22	Live Oak	22					
12006	23	23	Live Oak	23					
12007	22	22	Live Oak	22					
12008	25	25	Live Oak	25					
12009	30	30	Pecan	30					
12010	3,3,3,3,2,2,2	12	Crepe Myrtle						
12011	4,4,4,3,3,3,3	16	Fig						
TOTAL		1,569		1,140	29	135	125	0	27

LEGEND		EXISTING	PROPOSED
○	UTILITY POLE		
—OE—	OVERHEAD ELECT. LINE (DISTRIBUTION)		
—T—	OVERHEAD TRANSMISSION LINE (HI—LINE)		
⊕	TRANSMISSION LINE POLE		
—	GUY WIRE		
—WW—	WASTEWATER LINE	—WW—	
⊕	MANHOLE (WASTEWATER)		
—W—	WATER LINE	—W—	
⊕	VALVE (WATER)		
⊕	FIRE HYDRANT		
—SD—	STORM DRAIN		
⊕	STORM DRAIN GRATE INLET		
⊕	STORM DRAIN CURB INLET		
○	TREE PROTECTION		
○	EXIST. TREE TO REMAIN		
○	EXIST. TREE TO BE REMOVED		

FILE: H:\DAMA\GIS\Projects\TrailsideOaks\BASIC\HDSO.DWG
 T&E: TREMIT
 PLOTTED: 10/20/2016 3:30 PM BY: PAM

TRAILSIDE OAKS
 LEANDER, TEXAS 78641

Green Civil Design
 Engineering & Consulting

DESIGNED BY: KRP, PAM
 DRAWN BY: PAM
 CHECKED BY: KRP

SHEET
7
 OF 7

Tree Mitigation Plan

STATE OF TEXAS
 KERRI L. PENN
 90255
 LICENSED
 PROFESSIONAL ENGINEER
Kerri L. Penn
 10/20/16

201 University Oaks Blvd., Ste. 540 PMB 101
 Round Rock, Texas 78665
 (512) 773-2766
 Texas Registered Engineering Firm F-17563

REVISIONS

NO.	DATE	APPD.

FILE NAME: PEG_PAT#8262016.001
 DATE: AUGUST, 2016
 PROJECT NO.: 900-101

ORDINANCE NO # _____

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE PLANNED UNIT DEVELOPMENT KNOWN AS THE TRANSIT ORIENTED DEVELOPMENT DISTRICT TO APPROVE A CONCEPT PLAN, PRELIMINARY PLAT, AND ADOPT TRANSECT ZONES T4 AND T5 FOR 8.467 ACRES OF LAND; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.

Whereas, the owner of the property described hereinafter (the "Property"), which is located in the planned unit development known as the Transit Oriented Development District (the "TODD"), S2 Station Sector, has requested that the Transect Zones T4 General Urban Zone and T5 Urban Center Zone be adopted for the Property;

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 PUD plan 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;

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 the TODD Ordinance. Ordinance No. 14-042-00, as amended, the TODD Ordinance, is hereby modified and amended for the Property as set forth in Section 3.

Section 3. Transect Zones Adopted. The TODD Ordinance is hereby amended by adopting a concept plan, preliminary plat, and establishing Transect Zones T4 General Urban Zone and T5 Urban Center Zone for that certain 8.467 acre parcel, located to the northwest of the intersection of Hero Way and 183A Toll Road, in Leander, Williamson County, Texas, as more particularly shown and described in Exhibit A (the "Property"). The Concept Plan and Preliminary Plat for the Property attached hereto as Exhibit A is hereby approved. Transect Zone T4 is hereby adopted for and shall apply to 3.35 acres of the Property, Transect Zone T5 is hereby adopted for and shall apply to 1.3 acres of the Property, and Civic Space is hereby adopted for and shall apply to 3.85 acres of the Property as shown on Exhibit A.

Section 4. Recording Zoning Change. The City Council directs the Planning Director 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 5. 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 6. 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 17th day of November, 2016.
FINALLY PASSED AND APPROVED on this the 1st day of December, 2016.

THE CITY OF LEANDER, TEXAS

ATTEST:

Christopher Fielder, Mayor

Debora Penberg, Interim City Secretary



Executive Summary

December 1, 2016

Council Agenda Subject: Consider Dedication and Acceptance of Subdivision Infrastructure Improvements for: **Hazlewood 4B**

Background: The subdivision infrastructure improvements required for Hazlewood 4B 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 December 1, 2016 which will provide warranty and maintenance coverage for the infrastructure improvements through December 1, 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

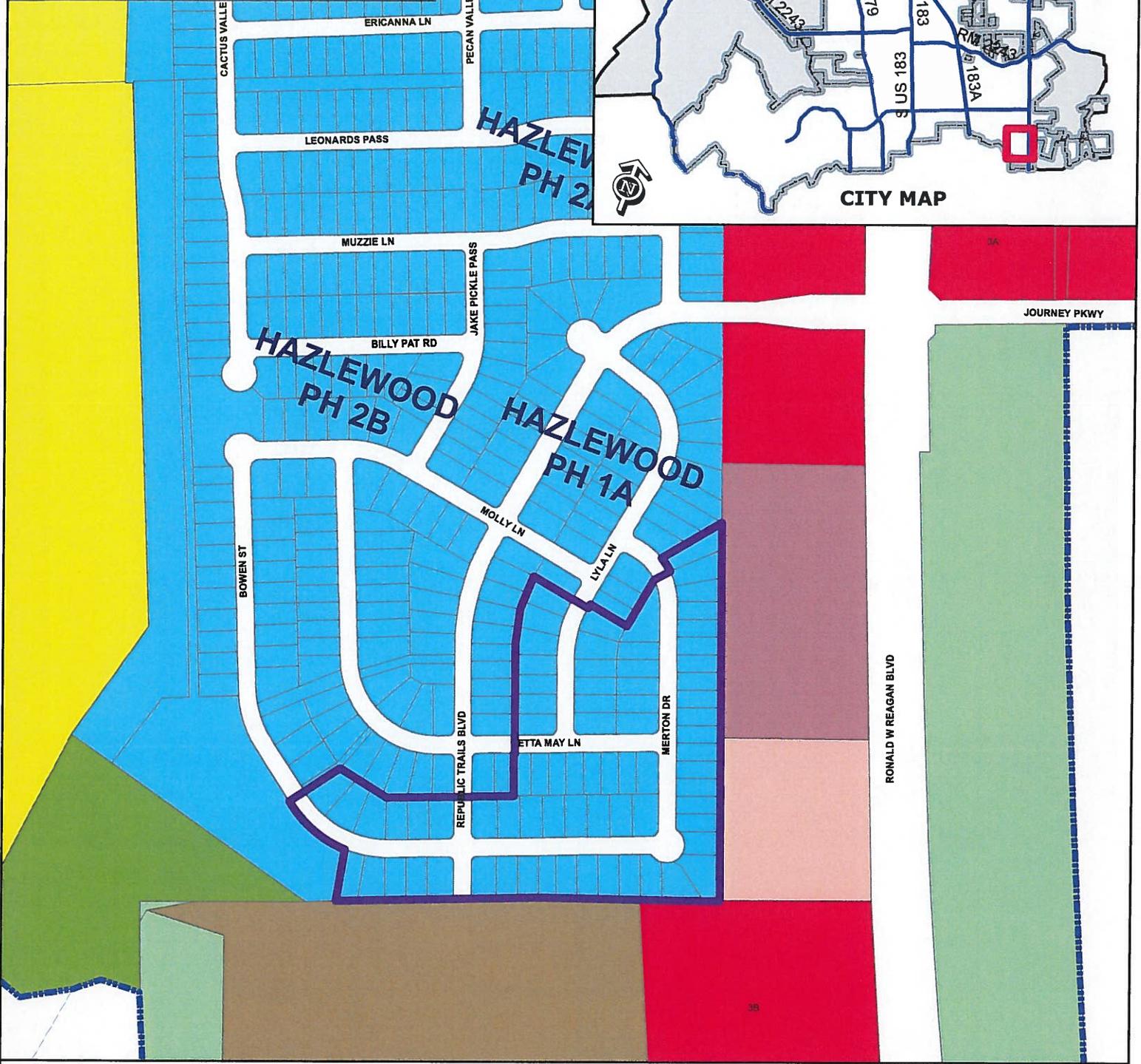
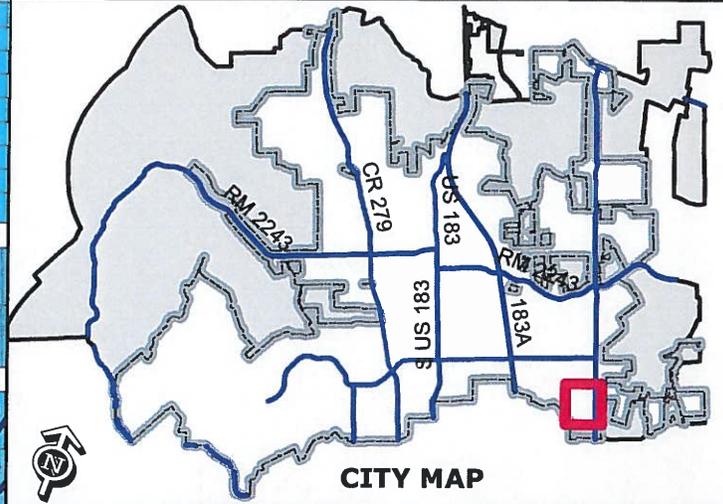
Financial Consideration: N/A

Recommendation: Staff recommends City Council's formal acceptance of the subdivision infrastructure improvements for Hazlewood 4B.

Attachments: Location Map, Engineer's Concurrence Letter, ADA Inspection Letter, Maintenance Bond, Construction Contract Summary, and Final Pay Estimates, Final Bills Paid Affidavit

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

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



SUBDIVISION ACCEPTANCE

Location Map - Hazlewood 4B

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

0 400
Feet



ENGINEER'S CONCURRENCE
FOR
PROJECT ACCEPTANCE

PROJECT: Hazlewood Subdivision Phase 4B
Water, Wastewater, Drainage and Paving Facilities

Date: October 23, 2016

Owner's Name and Address

Consultant Engineer's Name and Address

Continental Homes of Texas, L.P.
(a Texas Limited Partnership)
By: CHTEX of Texas, Inc.
(a Delaware Corporation)
Its General Partner
10700 Pecan Park Blvd, Ste 400
Austin, Texas 78750

Pape-Dawson Engineers, Inc.
7800 Shoal Creek Blvd., Suite 220 West
Austin, Texas 78757

On August 26, 2016 and October 20, 2016 I, the undersigned Professional Engineer in the State of Texas, or my representative, met with representatives of the City of Leander and the Project Contractor and made a visual inspection of the above referenced project. No discrepancies in approved construction plans or deficiencies in construction were visible or brought to my attention by the parties at the meeting except those listed below. I, therefore, recommend acceptance of this project by the City of Leander once the following listed items are corrected to the satisfaction of the City of Leander.

Punchlist items have been completed.




Signature 10-24-16

James A. Huffcut, Jr., P.E.

Typed Name

55253

Texas Registration No.



ADA Assistance

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

DATE: August 12, 2016

TO: Dustin Goss
Pape-Dawson
7800 Shoal Creek
Austin TX 78757
dgoss@pape-dawson.com

FROM: Robert Ronson, RAS

PROJECT: Hazelwood Phase 4B
Bowne St
Leander TX

Inspection performed: 8/11/2016

SUBJECT: INSPECTION COMPLETED – NO VIOLATIONS

We are pleased to inform you that the referenced project has been inspected and no non-compliant items were found so the project appears to be in substantial compliance with provisions of the Texas Government Code, Chapter 469. Specifically inspected were pedestrian elements within the scope of the referenced project that were constructed at the time of the inspection: Curb ramps at intersections.

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

Also note, this project is understood to be under \$50,000 in value and not subject to review and/or inspection under current state law, therefore this report is advisory in nature only and does not constitute a requirement under the Texas Architectural Barriers Act.

If you have any questions concerning the results of the inspection, or the requirements of the Architectural Barriers Act, or if you are not the owner of record for this facility, contact Robert Ronson at (512) 787-3687.

NOTE: The review of documents as contract documents and field inspections by this accessibility specialist for the Texas Department of Licensing and Regulation (TDLR) is based on a best efforts endeavor following instruction and certification by TDLR. Plan review and inspection in no way warrants complete compliance with the Texas Accessibility Standards. The business, the professional, his employees, engineers, and client for whom the review or inspection is made agrees to hold harmless and indemnify this accessibility specialist from and against any liability arising from performance of the work.

TAS Plan Review & Inspection Report

ADA Assistance (512) 787-3687

www.adaassistance.com

RAS Name:	Robert Ronson	RAS #:	16	
<input type="checkbox"/> Review Date:	11/24/2014	EABPRJ#:		
<input type="checkbox"/> Revisions Date:		Estimated Cost \$	<\$50,000	
<input checked="" type="checkbox"/> Inspection Date:	8/11/2016			
Project Information				
Project Name:	Hazelwood Phase 4B	Job Class:	ROW	
Facility Name:	Hazelwood Subdivision			
Project Address:	Bowen, Merton, Lyla, Etta May	City:	Leander	Zip:
Detailed description of construction activities: pedestrian elements in residential subdivision				
Owner Information				
Name:	Continental Homes of Texas			
Address:	10700 Pecan Park Blvd #400			
City:	Austin	State:	TX	Zip: 78750

✓ = Acceptable X = Violation*

The following report identifies deficiencies with the Texas Accessibility Standards (TAS). No response is required to this review, however all items noted with "X" are unacceptable and should be addressed prior to inspection. A link to TAS is included in the page footer.

<u>TAS STANDARDS AND TECHNICAL REQUIREMENTS</u>	<u>FINDINGS AND COMMENTS</u>
--	-------------------------------------

CHAPTER 4 ACCESSIBLE ROUTE	ACCEPTABLE
403 Walking Surfaces	ACCEPTABLE
405 Ramps	ACCEPTABLE
406 Curb Ramps	ACCEPTABLE
CHAPTER 5 GENERAL SITE AND BUILDING ELEMENTS	ACCEPTABLE
CHAPTER 7 COMMUNICATION ELEMENTS AND FEATURES	ACCEPTABLE

ADDITIONAL COMMENTS

No sidewalks were constructed – only curb ramps at intersections

* See corresponding sections in TAS for additional information. <http://www.license.state.tx.us/ab/abtas.htm>

MAINTENANCE BOND
Subdivision Improvements

Bond # 5209972-M

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that JKB Construction Company, LLC as Principal, whose address is PO Box 1001, Liberty Hill, TX 78642 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 One Hundred Sixty Two Thousand Eight Hundred Seventy Nine Dollars and 38/100's Dollars (\$162,879.38) 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 Hazelwood 4B Subdivision, Leander TX- Streets, Drainage, Water, Wastewater, Electrical, Erosion Control & Restoration (*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 11th day of August, 2016.

JKB Construction Company, LLC
Principal

By: 

Title: President

Address: PO Box 1001

Liberty Hill, TX 78642

SureTec Insurance Company
Surety

By: 

Title: Diane Bolding, Attorney-in-Fact

Address: 1330 Post Oak Blvd, Suite 1100

Houston, TX 77056



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

SWBC Insurance Services, Inc.

9311 San Pedro Ave, Suite 550, San Antonio, TX 78216

(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

Diane Bolding

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:

Principal: JKB Construction Company, LLC
Obligee: City of Leander
Amount: \$ 162,879.38

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 is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

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

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

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

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

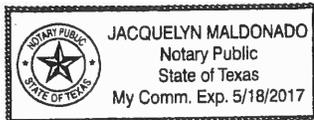


SURETEC INSURANCE COMPANY

By: 
John Knox Jr., President

State of Texas ss:
 County of Harris

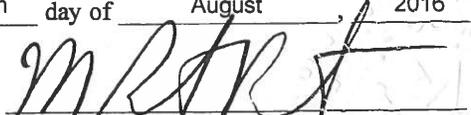
On this 21st day of March, A.D. 2013 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows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




Jacquelyn Maldonado, Notary Public
 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 11th day of August, 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/Filing of Claims

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim 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#: 512-490-1007
Web: <http://www.tdi.state.tx.us>
Email: ConsumerProtection@tdi.texas.gov

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.



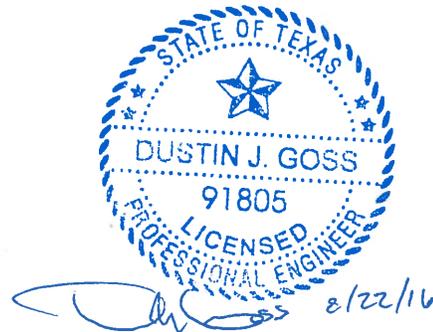
**Construction Contract Summary
Hazlewood Subdivision
Phase 4B**

Final Pay Application (8/15/16)
JKB Construction

Prepared By: **8/22/2016**
Dustin Goss, PE
Pape-Dawson Engineers, Inc.
TBPE Firm Reg #470

	Original Contract				Final
	Amount	CO#1	CO#2	CO#3	
Streets, Earthwork, Mob, Streetlights & ESC	\$ 742,935.32				\$ 742,935.32
Drainage, Grading & WQ/Detention	\$ 485,522.90				\$ 485,522.90
Water	\$ 201,524.00				\$ 201,524.00
WW	\$ 198,811.60				\$ 198,811.60
*Electric (excl Streetlights)	\$ 79,945.89				\$ 79,945.89
*Gas	\$ 77,910.51				\$ 77,910.51
*Lots					\$ -
*P&P Bond	\$ 23,000.00				\$ 23,000.00
Total	\$ 1,809,650.22	\$ -	\$ -	\$ -	\$ 1,809,650.22
Total Net	\$ 1,628,793.82	\$ -	\$ -	\$ -	\$ 1,628,793.82
Maint Bond (10%)					\$ 162,879.38

**Note: Dry Utilities, Lot Improvements and P&P Bond are excluded from Construction Summary total and Maintenance Bond amount.*



APPLICATION AND CERTIFICATION FOR PAYMENT

PROJECT: **Hazlewood PH4B**

PAGE ONE OF _____ PAGES

TO OWNER:
CONTINENTAL HOMES OF TEXAS
10700 PECAN PARK BLVD., STE 400
AUSTIN, TEXAS 78750

VIA ARCHITECT:

FROM:
JKB CONSTRUCTION COMPANY LLC
PO BOX 1001
LIBERTY HILL, TEXAS

AIA DOCUMENT G702
APPLICATION NO: 9

Distribution to:
OWNER
ARCHITECT
CONTRACTOR

DATE: 10/15/2016
PERIOD TO: 10/1/16-10/31/16

PROJECT NOS: 15019

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment, has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

1. ORIGINAL CONTRACT SUM	\$	1,809,650.22
2. Net change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	1,809,650.22
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	1,804,650.22

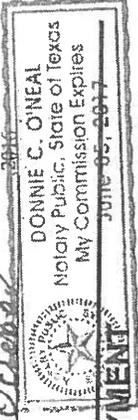
5. RETAINAGE:	\$	180,465.03
a. $\frac{10}{100}$ % of Completed Work (Column D + E on G703)	\$	Included in above
b. $\frac{0}{100}$ % of Stored Material (Column F on G703)	\$	Included in above
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	180,465.03

6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	1,624,185.19
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	1,587,392.29
8. CURRENT PAYMENT DUE (Line 6 minus Line 7)	\$	36,792.90
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	185,465.03

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

By: Asa Williams Date: 10/15/2016

State of: TEXAS County of: Williamson
Subscribed and sworn to before me this 15 day of October 2016
Notary Public: Donnie C. O'Neal
My Commission expires: June 5, 2017



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 36,792.90

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and online Continuation Sheet that are changed to conform with the amount certified.)

By: Donnie C. O'Neal Date: 10/24/16

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.

AIA DOCUMENT G703

PAGE OF PAGES
9

APPLICATION NO: 10/15/2016
APPLICATION DATE: 10/17/16-10/31/16
ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C QUANTITY	D PRICE	E SCHEDULED VALUE	F WORK COMPLETED		G MATERIALS PRESENTLY STORED (NOT IN D OR E)	H TOTAL COMPLETED AND STORED TO DATE (D+E+G)	I % (G+C)	J BALANCE TO FINISH (C-G)	K RETAINAGE (IF VARIABLE RATE) 10%
					FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD (D OR E)					
1	MOBILIZATION	1	90,000.00	90,000.00	1.00	90,000.00	90,000.00	90,000.00	100%	-	9,000.00
	MOBILIZATION			90,000.00		90,000.00	90,000.00	90,000.00	100%	-	9,000.00
	Subtotal Mobilization			90,000.00		90,000.00	90,000.00	90,000.00	100%	-	9,000.00
1	EARTHWORK			56,000.00	16.00	56,000.00	56,000.00	56,000.00	100%	-	5,600.00
2	CLEARING & GRUBBING (ROW AND LOTS)	6,140	4.00	24,560.00	6,140.00	24,560.00	24,560.00	24,560.00	100%	-	2,456.00
3	STRIP AND STOCKPILE TOPSOIL	2,739	8.60	23,555.40	2,739.00	23,555.40	23,555.40	23,555.40	100%	-	2,355.54
4	EXCAVATION	15,830	2.70	42,741.00	15,830.00	42,741.00	42,741.00	42,741.00	100%	-	4,274.10
5	EMBANKMENT	1	50,000.00	50,000.00	1.00	50,000.00	50,000.00	50,000.00	100%	-	5,000.00
6	BORROW FROM OFFSITE	1	50,000.00	50,000.00	1.00	50,000.00	50,000.00	50,000.00	100%	-	5,000.00
6	REMOVE EXISTING FENCE	745	2.70	2,011.50	745.00	2,011.50	2,011.50	2,011.50	100%	-	201.15
	Subtotal Earthwork			198,867.90		198,867.90	198,867.90	198,867.90	100%	-	19,886.79
1	STREET'S			24,814.00	12,407.00	24,814.00	24,814.00	24,814.00	100%	-	2,481.40
2	SUBGRADE PREPARATION	12,407	2.00	24,814.00	12,407.00	24,814.00	24,814.00	24,814.00	100%	-	2,481.40
3	8" CRUSHED LIMESTONE BASE	12,407	7.25	89,950.75	12,407.00	89,950.75	89,950.75	89,950.75	100%	-	8,995.08
3	1.5" HMAAC	9,070	7.90	71,653.00	9,070.00	71,653.00	71,653.00	71,653.00	100%	-	7,165.30
4	CURB & GUTTER	5,820	12.60	73,332.00	5,820.00	73,332.00	73,332.00	73,332.00	100%	-	7,333.20
5	CURB RAMPS	14	945.00	13,230.00	14.00	13,230.00	13,230.00	13,230.00	100%	-	1,323.00
6	REMOVE EXISTING BARRICADE	4	55.00	220.00	4.00	220.00	220.00	220.00	100%	-	22.00
7	SAW CUT EXISTING ASPHALT	150	1.00	150.00	150.00	150.00	150.00	150.00	100%	-	15.00
8	50" TEMPORARY TURNAROUND (REMOVE)	1	8,250.00	8,250.00	1.00	8,250.00	8,250.00	8,250.00	100%	-	825.00
9	STOP/STREET SIGN	4	320.00	1,280.00	4.00	1,280.00	1,280.00	1,280.00	100%	-	128.00
10	STOP BAR	4	210.00	840.00	4.00	840.00	840.00	840.00	100%	-	84.00
11	END OF ROAD BARRICADE	1	750.00	750.00	1.00	750.00	750.00	750.00	100%	-	75.00
12	4" CONCRETE SIDEWALK	640	18.00	11,520.00	640.00	11,520.00	11,520.00	11,520.00	100%	-	1,152.00
13	CONCRETE VALLEY GUTTER	3	5,900.00	17,700.00	3.00	17,700.00	17,700.00	17,700.00	100%	-	1,770.00
14	STAKING	1	6,400.00	6,400.00	1.00	6,400.00	6,400.00	6,400.00	100%	-	640.00
	Subtotal Earthwork			320,089.75		320,089.75	320,089.75	320,089.75	100%	-	32,008.98
	DRAINAGE & GRADING			33,862.40		33,862.40	33,862.40	33,862.40	100%	-	3,386.24
1	18" RCP-CL3 @ 4-6	814	41.80	33,862.40	814.00	33,862.40	33,862.40	33,862.40	100%	-	3,386.24
2	24" RCP-CL3 @ 0-4	770	54.25	41,772.50	770.00	41,772.50	41,772.50	41,772.50	100%	-	4,177.25
3	4"x2" RCP BOX @ 4-6	196	195.00	38,220.00	196.00	38,220.00	38,220.00	38,220.00	100%	-	3,822.00
4	INLETS- 15 FOOT	2	6,200.00	12,400.00	2.00	12,400.00	12,400.00	12,400.00	100%	-	1,240.00
5	INLETS-10 FOOT	12	4,250.00	51,000.00	12.00	51,000.00	51,000.00	51,000.00	100%	-	5,100.00
6	24" HEADWALL	1	4,200.00	4,200.00	1.00	4,200.00	4,200.00	4,200.00	100%	-	420.00
7	6X5 JUNCTION BOX	2	5,770.00	11,540.00	2.00	11,540.00	11,540.00	11,540.00	100%	-	1,154.00
8	4X4 JUNCTION BOX	1	3,900.00	3,900.00	1.00	3,900.00	3,900.00	3,900.00	100%	-	390.00
9	ADJUST MANHOLE TO GRADE	3	500.00	1,500.00	3.00	1,500.00	1,500.00	1,500.00	100%	-	150.00
10	REMOVE EXISTING 4X2 PLUG & CONNECT	1	1,500.00	1,500.00	1.00	1,500.00	1,500.00	1,500.00	100%	-	150.00
11	STAKING	1,780	1.00	1,780.00	1,780.00	1,780.00	1,780.00	1,780.00	100%	-	178.00
12	TRENCH SAFETY	1,780	1.00	1,780.00	1,780.00	1,780.00	1,780.00	1,780.00	100%	-	178.00
13	CLEARING ROW FOR OFFSITE	735	5.00	3,675.00	735.00	3,675.00	3,675.00	3,675.00	100%	-	367.50
14	REVEGETATION	735	1.00	735.00	735.00	735.00	735.00	735.00	100%	-	73.50
	Subtotal Drainage & Grading			207,864.90		207,864.90	207,864.90	207,864.90	100%	-	20,786.49
	WATER			4,875.00		4,875.00	4,875.00	4,875.00	100%	-	487.50
1	8" WET CONNECTION	5	975.00	4,875.00	5.00	4,875.00	4,875.00	4,875.00	100%	-	487.50
2	8" PVC C900	2,926	31.00	90,706.00	2,926.00	90,706.00	90,706.00	90,706.00	100%	-	9,070.60
3	6" DIP FIRE LEAD	75	40.00	3,000.00	75.00	3,000.00	3,000.00	3,000.00	100%	-	300.00
4	5-1/4" FIRE HYDRANT	5	2,900.00	14,500.00	5.00	14,500.00	14,500.00	14,500.00	100%	-	1,450.00
5	8" GATE VALVE	7	1,030.00	7,210.00	7.00	7,210.00	7,210.00	7,210.00	100%	-	721.00
6	6" GATE VALVE	5	560.00	2,800.00	5.00	2,800.00	2,800.00	2,800.00	100%	-	280.00
7	DOUBLE SERVICE	32	1,330.00	42,560.00	32.00	42,560.00	42,560.00	42,560.00	100%	-	4,256.00
8	SINGLE SERVICES	10	1,018.00	10,180.00	10.00	10,180.00	10,180.00	10,180.00	100%	-	1,018.00
9	2" BLOW OFF VALVE TEMP AND PERM.	4	2,050.00	8,240.00	4.00	8,240.00	8,240.00	8,240.00	100%	-	824.00
10	ADJUST VALVE CASTINGS	12	400.00	4,800.00	12.00	4,800.00	4,800.00	4,800.00	100%	-	480.00
11	18" SLEEVES FOR STORM CROSSING	60	73.00	4,380.00	60.00	4,380.00	4,380.00	4,380.00	100%	-	438.00
12	TESTING	3,001	1.00	3,001.00	3,001.00	3,001.00	3,001.00	3,001.00	100%	-	300.10
13	TRENCH SAFETY	3,001	1.00	3,001.00	3,001.00	3,001.00	3,001.00	3,001.00	100%	-	300.10
14	STAKING	3,001	1.00	3,001.00	3,001.00	3,001.00	3,001.00	3,001.00	100%	-	300.10
	Subtotal Water			201,524.00		201,524.00	201,524.00	201,524.00	100%	-	20,152.40

CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column J on Contracts where variable retainage for line items may apply.

AIA DOCUMENT G703

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APPLICATION NO: 10/15/2016
 APPLICATION DATE: 10/15/2016
 PERIOD TO: 10/1/16-10/31/16

ARCHITECT'S PROJECT NO:

ITEM NO.	DESCRIPTION OF WORK	QUANTITY	PRICE	SCHEDULED VALUE	D		E	F	G	H	I	J
					FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED CURRENT QTY						
1	WASTEWATER											
2	8" PVC SDR26 0-8	1,287	29.50	37,966.50	37,966.50	1,287.00			37,966.50	100%		3,796.65
3	8" PVC SDR26 8-10 (PRESSURE PIPE)	1,213	32.70	39,665.10	39,665.10	1,213.00			39,665.10	100%		3,966.51
4	4" DIA MANHOLES	60	51.00	3,060.00	3,060.00	60.00			3,060.00	100%		306.00
5	MANHOLES - EVF	12	3,770.00	45,240.00	45,240.00	12.00			45,240.00	100%		4,524.00
6	DOUBLE SERVICE	6	350.00	2,100.00	2,100.00	6.00			2,100.00	100%		210.00
7	SINGLE SERVICES	32	1,270.00	40,640.00	40,640.00	32.00			40,640.00	100%		4,064.00
8	REMOVE 8" CLEANOUT AND CONNECT TO EXISTING	9	2,100.00	10,260.00	10,260.00	9.00			10,260.00	100%		1,026.00
9	CONNECT TO EXISTING MANHOLE	1	2,100.00	2,100.00	2,100.00	1.00			2,100.00	100%		210.00
10	ADJUST MANHOLE CASTINGS	16	500.00	8,000.00	8,000.00	16.00			8,000.00	100%		800.00
11	STAKING	2,560	1.00	2,560.00	2,560.00	2,560.00			2,560.00	100%		256.00
12	TESTING	2,560	1.00	2,560.00	2,560.00	2,560.00			2,560.00	100%		256.00
13	TRENCH SAFETY	2,560	1.00	2,560.00	2,560.00	2,560.00			2,560.00	100%		256.00
	Subtotal Waste Water			198,811.50	198,811.50	198,811.50			198,811.50	100%		19,881.15
1	EROSION											
2	REVEGETATION - ROW	5,820	0.25	1,705.00	1,705.00	5,820.00			1,705.00	100%		170.50
3	SILT FENCE	2	950.00	1,900.00	1,900.00	2.00			1,900.00	100%		190.00
4	TREE PROTECTION	4,820	2.05	9,881.00	9,881.00	4,820.00			9,881.00	100%		988.10
5	INLET PROTECTION	2,390	3.00	7,170.00	7,170.00	2,390.00			7,170.00	100%		717.00
6	ROCK BERM	14	75.00	1,050.00	1,050.00	14.00			1,050.00	100%		105.00
7	TRIANGULAR FILTER DIKE	65	16.00	1,040.00	1,040.00	65.00			1,040.00	100%		104.00
8	CONCRETE WASHOUT	60	5.25	315.00	315.00	60.00			315.00	100%		31.50
9	CLEARING - VEGETATIVE FILTER STRIP	1	2,960.00	2,960.00	2,960.00	1.00			2,960.00	100%		296.00
	Subtotal Erosion	3,750	6.00	48,521.00	48,521.00	3,750.00			48,521.00	100%		4,852.10
1	POND											
2	EXCAVATION (INCLUDES FOOTINGS AND CHANNELS)	1	30,000.00	30,000.00	30,000.00	1.00			30,000.00	100%		3,000.00
3	12" CLAY LINER AND 6" TOPPING SOIL - UP TO ELEVATION 870	1	20,000.00	20,000.00	20,000.00	0.75			20,000.00	100%		2,000.00
4	CONTECH STORMFILTER BASIN	1	100,000.00	100,000.00	100,000.00	1.00			100,000.00	100%		10,000.00
5	LIFT STATION	1	50,000.00	50,000.00	50,000.00	0.75			50,000.00	90%	5,000.00	5,000.00
6	SPLITTER BOX, WALLS, AND FLUME (STAINED AND TEXTURED WALLS), DRIVEVIEW	1	50,680.00	50,680.00	50,680.00	0.90			50,680.00	100%		5,068.00
7	LEVEL SPREADER	38	25.00	950.00	950.00	20.00			950.00	100%		95.00
8	MORTARED ROCK RIP RAP	23	62.00	1,426.00	1,426.00	23.00			1,426.00	100%		142.60
9	4-6" STONE ACCESS DRIVE	1	8,900.00	8,900.00	8,900.00	0.50			8,900.00	100%		890.00
10	6" BLACK WROUGHT IRON FENCE	87	71.00	6,177.00	6,177.00	87.00			6,177.00	100%		617.70
11	8" WOODEN FENCE	253	25.00	6,325.00	6,325.00	253.00			6,325.00	100%		632.50
12	6" TUBULAR GATE	1	2,200.00	2,200.00	2,200.00	1.00			2,200.00	100%		220.00
13	6" PVC PIPE	10	42.00	420.00	420.00	10.00			420.00	100%		42.00
	Subtotal Pond	580	1.00	277,658.00	277,658.00	580.00			277,658.00	98%	5,000.00	58.00
1	Bonds											
	Subtotal Bonds	1	23,000.00	23,000.00	23,000.00	1.00			23,000.00	100%		2,300.00
1	PAYMENT & PERFORMANCE BONDS											
	Subtotal Bonds	1	23,000.00	23,000.00	23,000.00	1.00			23,000.00	100%		2,300.00
1	STREET LIGHT IMPROVEMENTS											
2	2" Conduit	3,603	2.22	8,006.67	8,006.67	3,603.00			8,006.67	100%		800.67
3	Non-Joint Trench	280	6.67	1,866.67	1,866.67	280.00			1,866.67	100%		186.67
4	SI LI Foundation	18	898.89	16,180.00	16,180.00	18.00			16,180.00	100%		1,618.00
5	Provide, Assemble, Wire & Stand Street Lights (Single)	18	2,216.67	39,900.00	39,900.00	18.00			39,900.00	100%		3,990.00
6	Service Pedestals w/ Disconnects	2	1,611.11	3,222.22	3,222.22	2.00			3,222.22	100%		322.22
	Subtotal Street Light Improvements	1	16,281.11	16,281.11	16,281.11	1.00			16,281.11	100%		1,628.11
	Subtotal Street Light Improvements	1	16,281.11	16,281.11	16,281.11	1.00			16,281.11	100%		1,628.11
1	GAS IMPROVEMENTS											
2	Trench (Joint W/ Electric)	4,447	5.00	22,235.00	22,235.00	4,447.00			22,235.00	100%		2,223.50
3	Trench (Gas Only)	312	6.89	2,773.33	2,773.33	312.00			2,773.33	100%		277.33
4	Gas Sleeves	1,534	7.22	11,078.89	11,078.89	1,534.00			11,078.89	100%		1,107.89
5	3/4" Poly Service Pipe	1,508	8.89	13,404.44	13,404.44	1,508.00			13,404.44	100%		1,340.44
6	2" Poly Main Pipe	3,251	7.73	25,141.07	25,141.07	3,251.00			25,141.07	100%		2,514.11
	Subtotal Gas Improvements	5	655.56	3,277.78	3,277.78	5.00			3,277.78	100%		327.78

CONTINUATION SHEET

AIA Document G702 - APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable margins for line items may apply.

AIA DOCUMENT G703

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APPLICATION NO.:

10/15/2016

PERIOD TO: 10/1/16-10/31/16

ARCHITECTS PROJECT NO.:

A ITEM NO.	B DESCRIPTION OF WORK	C QUANTITY	D PRICE	E SCHEDULED VALUE	F WORK COMPLETED		G THIS PERIOD	H MATERIALS PRESENTLY STORED (NOT IN D.O.R.E)	I TOTAL COMPLETED AND STORED TO DATE (D+E+H)	J % (G+I)	K BALANCE TO FINISH (C-G)	L RETAINAGE (F VARIABLE RATE) 10%
					FROM PREVIOUS APPLICATION (D+E)	Current QTY						
	Subtotal Gas Improvements			77,910.51					77,910.51	100%		7,791.05
1	ELECTRIC IMPROVEMENTS											
2	Trench (Joint W/ Gas)	4,447	5.00	22,235.00	4,447.00				22,235.00	100%		2,223.50
3	Trench (Electric Only)	434	8.89	3,857.78	434.00				3,857.78	100%		385.78
4	3" Conduit	5,744	4.06	23,295.11	5,744.00				23,295.11	100%		2,329.51
5	Transformer Pad	9	1,222.22	11,000.00	9.00				11,000.00	100%		1,100.00
6	56 Combo Pad w/ Sectional Enclosure	1	1,950.00	1,950.00	1.00				1,950.00	100%		195.00
7	Secondary Pedestal	37	361.11	13,361.11	37.00				13,361.11	100%		1,336.11
8	Ground Rod W/ Clamp	11	31.11	342.22	11.00				342.22	100%		34.22
9	Mule Tape	6,089	0.50	3,044.50	6,089.00				3,044.50	100%		304.45
	Warning Tape	5,161	0.17	860.17	5,161.00				860.17	100%		86.02
	Subtotal Electrical Improvements			79,945.89					79,945.89	100%		7,994.59
	TOTAL BASE CONTRACT			1,809,650.22			40,881.00		1,804,650.22	100%	5,000.00	180,466.03

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

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

STATE OF TEXAS
COUNTY OF WILLIAMSON

Date: 10/26/2016

Developer: CONTINENTAL HOMES OF TEXAS

Contractor/Material
Provider ("Affiant"): JKB CONSTRUCITON COMPANY, LLC

Project : HAZLEWOOD 4B

This is to acknowledge and certify that Affiant has completed the construction of all improvements for the project noted above and that Affiant has been paid in full for all labor and material provided to the above-noted construction project, except for retainage, and acknowledges and certifies that Affiant, and all of his or its agents, employees, successors, assigns, subsidiaries, and legal representatives will and do release and waive all Mechanic's liens, or similar lien rights, which have or might arise as a result of the Affiant's or Affiant's agents' or employees' providing labor and materials to the above-noted project. Affiant understands that a portion or all of the property upon which the project is located has been or will be accepted by the City of Leander, Texas, for ownership, maintenance, and operation. Affiant further agrees that it shall look solely to the Developer for payment of the retainage and shall have no cause of action whatsoever, against the City in the event that the retainage is not paid to the Affiant, and that Affiant shall not file a lien of any kind which has or may arise related to the release of the retainage for the project. Affiant acknowledges and understands that the City is relying on the representations made in this document to accept the phase or portion of the subdivision in which the project is located.

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

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

SUBSCRIBED AND SWORN TO BY Affiant on this 26th day of October, 2016.

Initialed: AD

AFFIANT:

Signature: Ace Dickehut

Typed Name: Ace Dickehut

Title: VP Operations

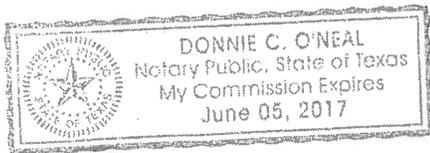
STATE OF TEXAS

COUNTY OF WILLIAMSON

BEFORE ME the undersigned authority on this day personally appeared Ace Dickehut, 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 26th day of October, 2016.

[SEAL]



Donnie C. O'Neal
Notary in and for the State of Texas

Name: Donnie C. O'Neal

My commission expires: 6/5/2017

Initialed: [Signature]



Executive Summary

December 1, 2016

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

Background: The subdivision infrastructure improvements required for North Creek Commercial Park Utilities, 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 December 1, 2016, which will provide warranty and maintenance coverage for the infrastructure improvements through December 1, 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

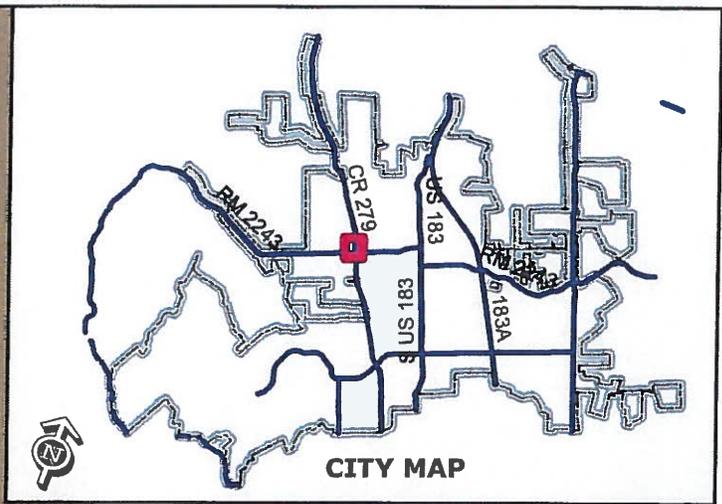
Recommendation: Staff recommends City Council's formal acceptance of the subdivision infrastructure utilities improvements for North Creek Commercial Park

Attachments: Location Map, Engineer's Concurrence Letter, Maintenance Bond, Certification of Costs, and Final Bills Paid Affidavit

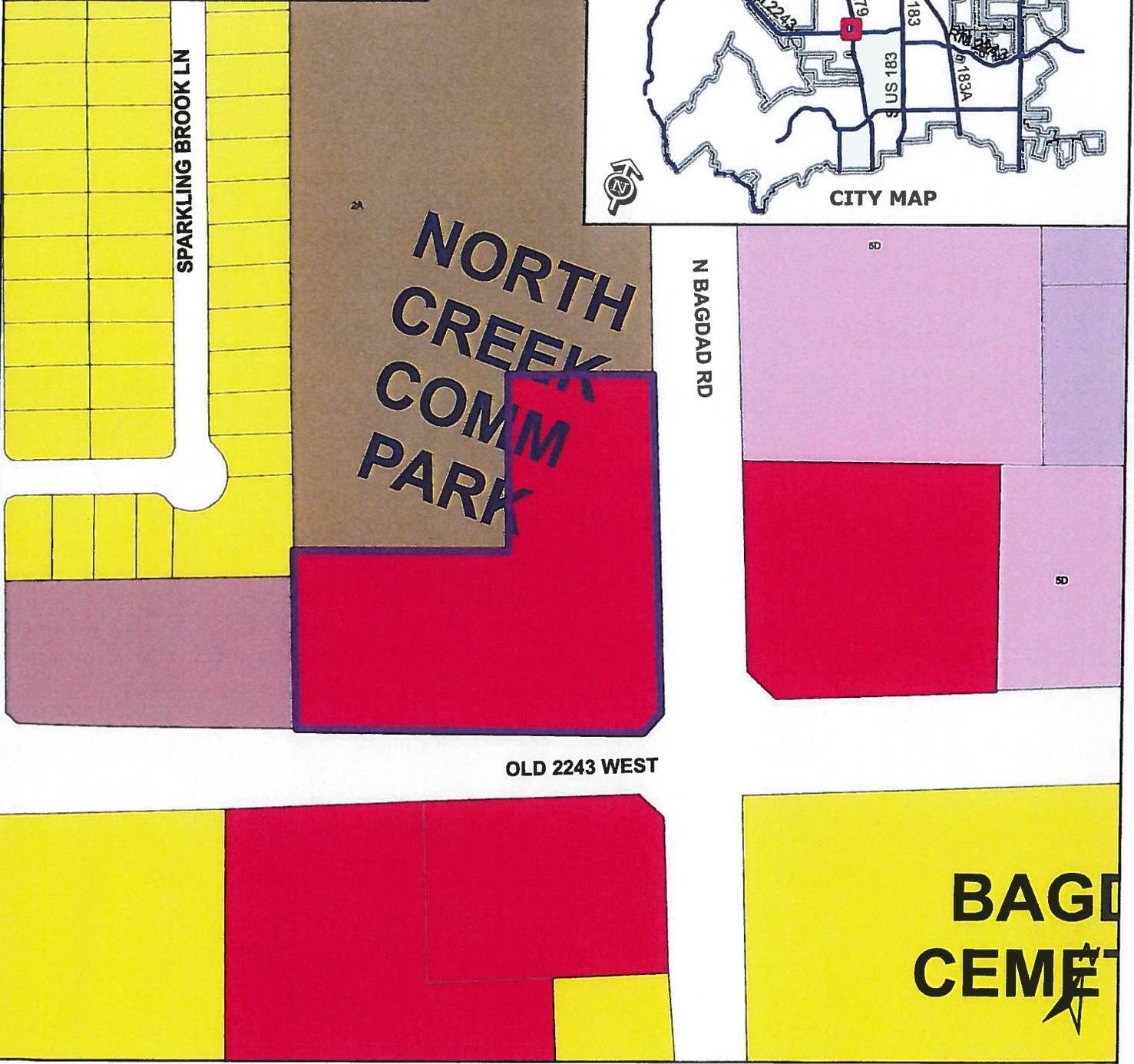
Prepared by: Wayne S. Watts, P.E., CFM, City Engineer

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.

2A



CITY MAP



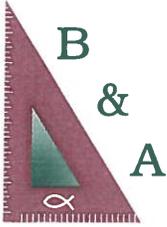
SITE DEVELOPMENT ACCEPTANCE

-  Area For Acceptance
-  City Limits

Location Map - North Creek Commercial

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

0  200
Feet



Bleyl & Associates
Planning • Engineering • Management

100 Nugent Street
Conroe, TX 77301
Tex. Reg. No. F-678

ENGINEER'S CONCURRENCE LETTER
FOR FINAL INSPECTION AND
ENGINEERING RELEASE

Date: **May 26, 2016**
Project Name: **Northcreek Commercial Park Lot 1B**
Utility Improvements
City of Leander Project No. 15-PICP-021
Address: **1220 Old 2243 West**
Leander, TX 78641

On this day, May 26, 2016, I, the undersigned professional engineer, made a visual inspection of the above referenced project. I also have visited the site during construction and observed that the water improvements, culverts, drainage structures and grading were constructed in general conformance to the approved plans, with insignificant deviation. I, therefore, verify the adequate completion of the aforementioned items.

Signature

By: Kenny Watkins



s:\b&a job directory\11500's\11508 - cst #1587 - nw corner bagdad rd & old rm 2243\project acceptance\utility infrastructure concurrence.docx

MAINTENANCE BOND
Subdivision Improvements Bond# 2212171

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that Mulhearn Wilson Constructors LLC as Principal, whose address is 7507 Counts Massie N Little Rock, AR 72113 and North American Specialty Insurance Co. a Corporation organized under the laws of the State of New Hampshire, and duly authorized to do business in the State of Texas, as Surety, are held and firmly bound unto the City of Leander, Texas as Obligee, in the penal sum of Forty Nine Thousand Four Hundred Sixty and 34 cents Dollars (\$ 49,460.34) 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 Corner Store CST #1587 12200 Old 2243 West, Leander, TX 78641 (*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 31st day of May, 2016.

Mulhearn Wilson Constructors LLC
Principal

North American Specialty Insurance Co.
Surety

By: 

By: 

Title: President

Title: Attorney in Fact

Address: 7507 Counts Massie Rd
North Little Rock, AR 72113

Address: 124 W. Capitol Ave, Suite 1820
Little Rock, AR 72201

7507 Counts Massie Rd
N. Little Rock, AR 72113

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

124 W. Capitol Ave, Suite 1820
Little Rock, AR 72201

(Seal)

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

CHERI LYNN IRBY, JENNIFER BLAIR LEWIS, MARY JO ZAKRZEWSKI,
JOSHUA D. TRITT, JAMES B ROGERS JR., and MICHAEL L. TULLIS

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:
FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.



By [Signature]
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company



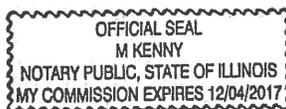
By [Signature]
Michael A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 21st day of August, 2015.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 21st day of August, 2015, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]
M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 31st day of May, 2016

[Signature]
Jeffrey Goldberg, Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company



Bleyl & Associates

Planning • Engineering • Management

100 Nugent Street
Conroe, TX 77301
Tex. Reg. No. F-678

May 31, 2016

Mr. Wayne Watts, P.E.
P.O. Box 319
Leander, TX 78646

Re: **City of Leander Project No. 15-PICP-021**
Engineer's Certification of Costs for Bonded Improvements

Dear Mr. Watts:

Based on information provided by the general contractor under contract with the owner to construct the improvements, project, I certify these costs as being adequate for bonding purposes as they relate to acceptance of the project by the City of Leander. The attached spreadsheet should be used to establish the value of the required 2-year maintenance bond based on the approved construction drawings and constructed improvements.

Please contact me if you have any questions. Thank you for your assistance with this project.

Sincerely,

Kenny Watkins, P.E.
Bleyl & Associates
Austin Branch Manager



s:\b&a job directory\11500's\11508 - cst #1587 - nw corner bagdad rd & old rm 2243\project acceptance\public improvements bonding certification 05-31-2016.doc

Conroe
(936) 441-7833
(936) 760-3833 Fax

Bryan
(979) 268-1125
(979) 260-3849 Fax

Austin
(512) 328-7878
(512) 328-7884 Fax

San Angelo
(325) 262-4082
(325) 480-0451 Fax

La Porte
(281) 470-0955
(281) 470-0952 Fax

**CST Store 1587
Leander, Texas
City of Leander Project No. 2015-PICP-021
May 31, 2016**

Certification of Utility Infrastructure Costs

Item No.	Water infrastructure Costs	Unit Pricing	Units	Quantity	Total Price
1	8" PVC C-900 Class 200 Water line	\$55.00	LF	165	\$ 9,075.00
2	8" Gate Valve	770.00	EA	2	1,540.00
3	8" Plug	550.00	EA	1	550.00
					\$ 11,165.00
Drainage Infrastructure Costs					
1	18" RCP Class III	\$15.40	LF	5	\$ 77.00
2	3 Rows -36" CMP with mitered ends	238.64	LF	114.6	27,348.14
3	24" RCP	77.00	LF	72.6	5,590.20
4	6:1 Precast Concrete Headwalls	2,640.00	EA	2	5,280.00
					\$ 38,295.34
	Total Project Cost				\$ 49,460.34

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

STATE OF ARKANSAS
COUNTY OF PULASKI

Date: 10/20/2016

Developer: CST Brands

Contractor/Material
Provider ("Affiant"): Mulhearn Wilson Constructors

Project : CST 1587 Leander TX

This is to acknowledge and certify that Affiant has completed the construction of all improvements for the project noted above and that Affiant has been paid in full for all labor and material provided to the above-noted construction project, except for retainage, and acknowledges and certifies that Affiant, and all of his or its agents, employees, successors, assigns, subsidiaries, and legal representatives will and do release and waive all Mechanic's liens, or similar lien rights, which have or might arise as a result of the Affiant's or Affiant's agents' or employees' providing labor and materials to the above-noted project. Affiant understands that a portion or all of the property upon which the project is located has been or will be accepted by the City of Leander, Texas, for ownership, maintenance, and operation. Affiant further agrees that it shall look solely to the Developer for payment of the retainage and shall have no cause of action whatsoever, against the City in the event that the retainage is not paid to the Affiant, and that Affiant shall not file a lien of any kind which has or may arise related to the release of the retainage for the project. Affiant acknowledges and understands that the City is relying on the representations made in this document to accept the phase or portion of the subdivision in which the project is located.

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

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

SUBSCRIBED AND SWORN TO BY Affiant on this 20th day of Oct, 2016

Initialed: 



Executive Summary

December 1, 2016

Council Agenda Subject: Consider Dedication and Acceptance of Subdivision Infrastructure Improvements for Oak Creek Phase 4, Sections 1 & 2

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

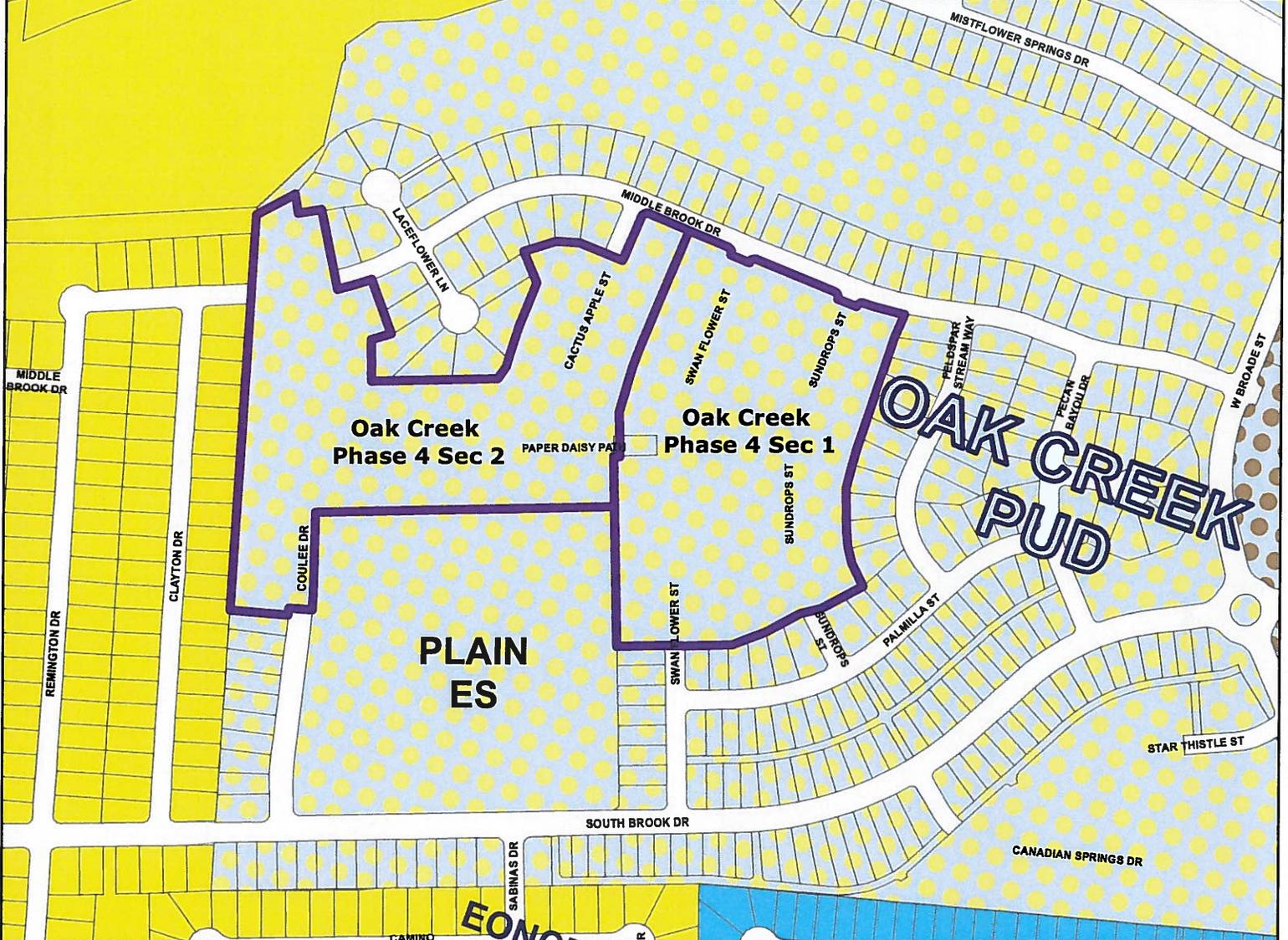
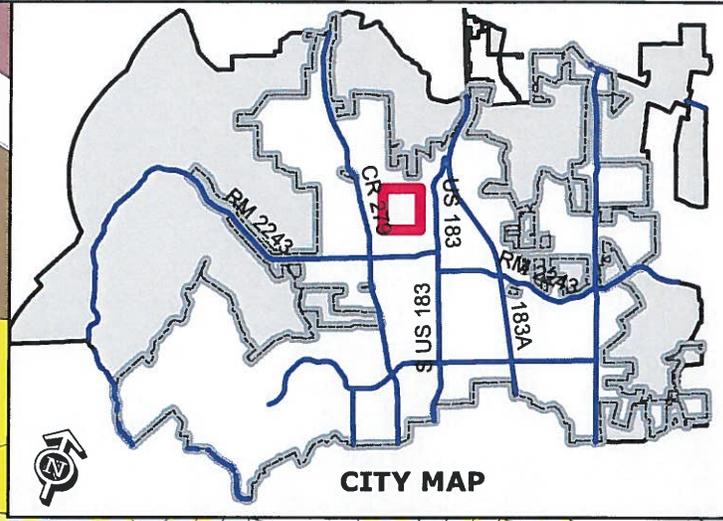
Financial Consideration: N/A

Recommendation: Staff recommends City Council's formal acceptance of the subdivision infrastructure improvements for Oak Creek Phase 4, Sections 1 & 2.

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

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

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



SUBDIVISION ACCEPTANCE

Location Map - Oak Creek Phase 4

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

0 400
Feet



ENGINEER'S CONCURRENCE
FOR
PROJECT ACCEPTANCE

PROJECT: Oak Creek Phase 4 Sections 1 & 2
Street, Drainage, Water and Wastewater

Date: November 8, 2016

Owner's Name and Address

Consultant Engineer's Name and Address

Sentinel Cotter Leander, LLC
700 Lavaca Street Suite 900
Austin, TX 78701

Pape-Dawson Engineers, Inc.
7800 Shoal Creek Blvd., Suite 220 West
Austin, Texas 78757

On October 28, 2016 I, the undersigned Professional Engineer in the State of Texas, or my representative, met with representatives of the City of Leander and the Project Contractor and made a visual inspection of the above referenced project. No discrepancies in approved construction plans or deficiencies in construction were visible or brought to my attention by the parties at the meeting except those listed below. I, therefore, recommend acceptance of this project by the City of Leander once the following listed items are corrected to the satisfaction of the City of Leander.

Punchlist items have been completed.

(SEAL)



Signature

James A. Huffcut, Jr., P.E.

Typed Name

55253

Texas Registration No.

November 16, 2016

Sentinel-Cotter Leander LLC
c/o Tom Reilly

Re: Oak Creek Phase 4 Sections 1 & 2 Project

Dear Mr. Reilly,

This report presents the findings of the on-site inspection for the *Oak Creek Phase 4 Sections 1 & 2 Project* for compliance with the Texas Accessibility Standards. This report is limited to inspecting the elements for compliance with the applicable technical standards and not scoping. An inspection of the site was conducted on November 15, 2016 which included the inspection of all curb ramps and cross walks at the following intersections:

- Coulee Drive and Paper Daisy Faith
- Coulee Drive and Middle Brook Drive
- Paper Daisy Faith and Cactus Apple Street
- Cactus Apple Street and Middle Brook Drive
- Paper Daisy Faith and Swan Flower Street
- Swan Flower Street and Middle Brook Drive
- Sundrops Street and Middle Brook Drive

No violations were identified on the project.

The scope of work is limited to the inspection of the elements and excludes project registration with TDLR and a formal plan review of the design documents. Feel free to contact me at (512) 410-7059 or at elaine@alturalp.com with any questions.

Sincerely,



Elaine Andersen, RAS #1284
Vice President

MAINTENANCE BOND
Subdivision Improvements

Bond No. MNT9223667

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that Cash Construction Company, Inc. as Principal, whose address is 18607 Heatherwilde, Pflugerville, Texas 78660 and Fidelity and Deposit Company of Maryland, Colonial American Casualty and Surety Company a Corporation organized under the laws of the State of Maryland, and duly authorized to do business in the State of Texas, as Surety, are held and firmly bound unto the City of Leander, Texas as Obligee, in the penal sum of One Hundred Seven Thousand Seven Hundred Ninety Three and 50/100's Dollars (\$107,793.50) 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 Oak Creek Phase 4 Section 1 (*insert description of subdivision improvements*) (the "improvements") pursuant to the ordinances of the Obligee, which ordinances are hereby expressly made a part hereof as though the same were written and embodied herein;

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

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

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

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

The Surety shall notify the Obligees 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 Obligees and compliant with the Obligees' ordinances conditioned to guarantee for the period of one (1) year after the Obligees' 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 Obligees upon demand all loss and expense, including attorneys' fees, incurred by the Obligees 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 31st day of October, 2016.

Cash Construction Company, Inc.

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

Principal

By: BG Carl

By: David S. Ballew

Title: Vice President

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

Address: _____

Address: _____

P.O. Box 1279

1400 American Lane, Tower I, 18th Floor

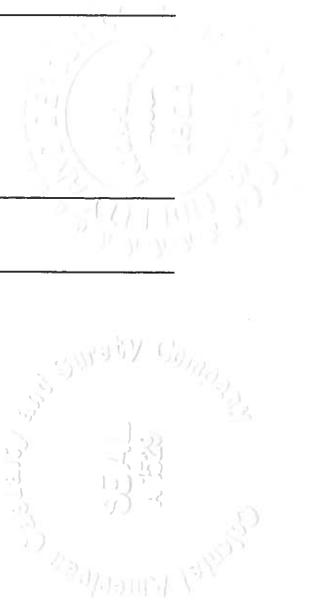
Pflugerville, Texas 78691

Schaumburg, IL 60196-1056

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

Ballew Surety Agency, Inc., David S. Ballew

3802 Manchaca Road, Austin, Texas 78704-6734



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

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

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

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

ATTEST:

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



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

Michael Bond
Michael Bond
Vice President
Michael Bond

State of Maryland
County of Baltimore

On this 13th day of January, A.D. 2016, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **MICHAEL BOND, Vice President, and ERIC D. BARNES, Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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

Maria D. Adamski
Maria D. Adamski

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





Texas Important Notice

IMPORTANT NOTICE

To obtain information or make a complaint:

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

1-800-382-2150

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

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104

Austin, TX 78714-9104

Fax: (512) 490-1007

Web: www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

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

ATTACH THIS NOTICE TO YOUR POLICY:

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

AVISO IMPORTANTE

Para obtener información o para presentar una queja:

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

1-800-382-2150

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

1-800-252-3439

Usted puede escribir al Departamento de Seguros de Texas a:

P.O. Box 149104

Austin, TX 78714-9104

Fax: (512) 490-1007

Sitio web: www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:

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

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

MAINTENANCE BOND
Subdivision Improvements

Bond No. MNT9223668

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that Cash Construction Company, Inc. as Principal, whose address is 18607 Heatherwilde, Pflugerville, Texas 78660 and Fidelity and Deposit Company of Maryland, Colonial American Casualty and Surety Company a Corporation organized under the laws of the State of Maryland, and duly authorized to do business in the State of Texas, as Surety, are held and firmly bound unto the City of Leander, Texas as Obligee, in the penal sum of One Hundred Twenty Seven Thousand Three Hundred Twenty Seven and 00/100's Dollars (\$127,327.00) to which payment will and truly to be made we do bind ourselves, our and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal has constructed Oak Creek Phase 4 Section 2 (*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 31st day of October, 2016.

Cash Construction Company, Inc.

Principal

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

By: bg

Title: Vice President

Address: _____

P.O. Box 1279

Pflugerville, Texas 78691

By: David S. Ballew

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

Address: _____

1400 American Lane, Tower I, 18th Floor

Schaumburg, IL 60196-1056

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)

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

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

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

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

ATTEST:

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



By: Eric D. Barnes
Secretary
Eric D. Barnes

Michael Bond
Vice President
Michael Bond

State of Maryland
County of Baltimore

On this 13th day of January, A.D. 2016, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **MICHAEL BOND, Vice President, and ERIC D. BARNES, Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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

Maria D. Adamski



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

EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,
this 31st day of October, 20 16.



Gerald F. Haley

Gerald F. Haley, Vice President



Texas Important Notice

IMPORTANT NOTICE

To obtain information or make a complaint:

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

1-800-382-2150

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

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104

Austin, TX 78714-9104

Fax: (512) 490-1007

Web: www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

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

ATTACH THIS NOTICE TO YOUR POLICY:

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

AVISO IMPORTANTE

Para obtener información o para presentar una queja:

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November 3, 2016

Michael O’Neal
Engineering Department
City of Leander
200 W. Willis St.
Leander, Texas 78646

RE: Oak Creek Phase 4 Sections 1 & 2 - Inspection Fees

Dear Mr. O’Neal:

As part of the subdivision improvements acceptance process, inspection fees shall be checked to determine if there was an under or over payment. The inspection fees were paid prior to construction based on our Engineer’s Opinion of Probable Cost (OPC). The inspection fees have now been re-calculated based on the Contractor’s final pay application. The following is a summary of the inspection fee comparison:

	Estimated Cost	Fee %	Fees Paid	Final Cost	Fee %	Fees Required	Settle-Up Amount
Construction Improvements	\$1,638,719.98	2.5%	\$40,968	\$1,940,164	2.5%	\$48,504.10	\$7,536.10
						Balance Due	\$7,536.10

Based on the above comparison Sentinel underpaid \$7,536.10.

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

Sincerely,
Pape-Dawson Engineers, Inc.
Texas Board of Professional Engineers. Firm Registration #470

Juan C. Brizuela
Juan Brizuela, P.E.
Project Manager



H:\projects\507\8-104\490 Const Admin\Oak Creek Phase 4 Sections 1 & 2- Inspection Fee Settle Up Letter.doc

**Construction Contract Summary
Oak Creek Subdivision
Phase 4 Sections 1 & 2**

**Final Pay Application (10/31/16)
Cash Construction**

Prepared By: **11/4/2016**
Juan Brizuela, PE
Pape-Dawson Engineers, Inc.
TBPE Firm Reg #470

	Original Contract					
	Amount	CO#1	CO#2	CO#3	CO#4	Final
Phase 4 Section 1						
Streets	\$ 351,987.00					\$ 351,987.00
Drainage	\$ 155,253.00					\$ 155,253.00
Water	\$ 143,529.00					\$ 143,529.00
WW	\$ 153,335.00					\$ 153,335.00
ESC	\$ 8,290.00					\$ 8,290.00
Street Lights	\$ 52,800.00					\$ 52,800.00
CO	\$ -					\$ -
Subtotal	\$ 865,194.00					\$ 865,194.00
Phase 4 Section 2						
Streets	\$ 334,370.00					\$ 334,370.00
Drainage	\$ 325,381.00					\$ 325,381.00
Water	\$ 143,710.00					\$ 143,710.00
WW	\$ 180,314.00					\$ 180,314.00
ESC	\$ 14,395.00					\$ 14,395.00
Street Lights	\$ 76,800.00					\$ 76,800.00
CO	\$ -					\$ -
Subtotal	\$ 1,074,970.00					\$ 1,074,970.00
Total	\$ 1,940,164.00	\$ -	\$ -	\$ -	\$ -	\$ 1,940,164.00

**Note: Dry Utilities and Lot Improvements are excluded from Construction Summary total and Maintenance Bond amount.*



Juan C. Brizuela
11/04/2016

AFFIANT:

Signature: 

Typed Name: Michael Nixon

Title: Secretary/Treasurer

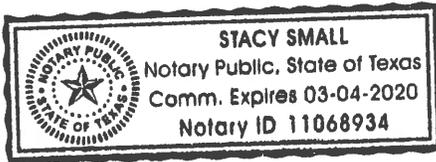
STATE OF TEXAS '

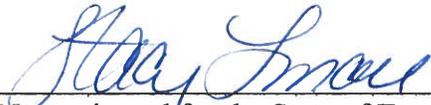
COUNTY OF TRAVIS '

BEFORE ME the undersigned authority on this day personally appeared Michael Nixon, 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 8th day of November, 2016.

[S E A L]




Notary in and for the State of Texas

Name: Stacy Small

My commission expires: March 4, 2020

AFFIANT:

Signature: 

Typed Name: Michael Nixon

Title: Secretary/Treasurer

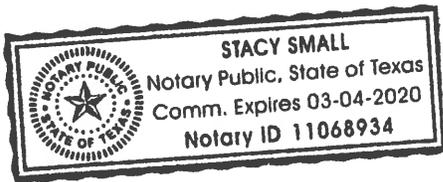
STATE OF TEXAS '

COUNTY OF TRAVIS '

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GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 8th day of November, 2016.

[S E A L]




Notary in and for the State of Texas

Name: Stacy Small

My commission expires: March 4, 2020



Executive Summary

December 1, 2016

Council Agenda Subject: Consideration of a Variance to Construction Noise Ordinance American Constructors, Inc., to allow for Early Morning Concrete Pour for the Fire Station #4 Project Site for the Fire Station and Driveways

Background:

American Constructors, Inc. has requested a variance in working hours for the Fire Station Project Site. They are requesting installation of a concrete slab beginning Monday, December 12, 2016, starting at 1:00 a.m. due to the high volume of concrete needed to complete the process. They American Constructors is requesting the ability to schedule with the City Engineer the need of 4 large paving pours and 2 building slap pours.

Weather Contingency Note: If there is any rain on, they wish to reschedule the concrete pour for another day within the same week. This will be coordinated and notification sent to the HOA.

Financial Consideration: Not Applicable

Recommendation: Staff recommends a variance to the construction noise ordinance for American Constructors, Inc. for early concrete pours for Fire Station #4 Project Site the early morning hours of Monday, December 12, 2016, or if delayed by weather, during the early morning hours of one day during the week of December 12, 2016. Also allow American Constructors to arrange with the City Engineer additional early morning pours from the start date of December 12, 2016 and completed by March 13, 2017.

Prepared by: Bill Gardner, Fire Chief



Date: 11/22/16

Project: Fire Station #04

Address: 10970 E. Crystal Falls Pwky
Leander, TX 78641

Recipient: City of Leander

This letter is to formally request a variance in working hours for Leander Fire Station #04 concrete work between the hours of 1:00 am through 11:00pm (due to cooler winter weather).

We would like to begin site concrete paving and building Slab-on-grade concrete placement starting the week of December 12th, with concrete paving placement extending through the week of March 13th.

We anticipate the following number of pours:

- (4) Large Site Pours
- (2) Building Foundation / Concrete Slab Pours

Precise pour dates and times can be provided to Chief Gardner 1 week in advance, allowing for proper notification to be given to the neighboring HOA.

Sincerely,

Keegan Ferguson
American Constructors, Inc.



Executive Summary

December 1, 2016

Council Agenda Subject: Receive Quarterly Investment Report for the period ending 9/30/2016.

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 July 1, 2016 through September 30, 2016. Investment activity for the quarter consisted of:

- The maturity of the Oklahoma St. Capital Improvement Auth. Revenue Bonds on 7/1/2016. This investment was purchased with CO proceeds in April 2015 with a par value of \$335,000 (2% coupon rate and 0.361% yield to maturity).
- The maturity of the Canandaigua, NY School District GO Bond on 7/15/2016. This investment was purchased with CO proceeds in April 2015 with a par value of \$305,000 (3% coupon rate and 0.370% yield to maturity).
- The maturity of the Lebanon, IN Comm. Sch. Corp. GO Bond on 7/15/2016. This investment was purchased with CO proceeds in April 2015 with a par value of \$215,000 (1% coupon rate and 0.451% yield to maturity).
- The maturity of the Leander ISD Refunding CABS on 8/15/2016. This investment was purchased with Operating Funds in June 2016 with a par value of \$500,000 (0% coupon rate and 0.761% yield to maturity).
- The maturity of the Leander ISD Refunding Bonds on 8/15/2016. This investment was purchased with Operating Funds in February 2016 with a par value of \$1,445,000 (3% coupon rate and 0.401% yield to maturity).

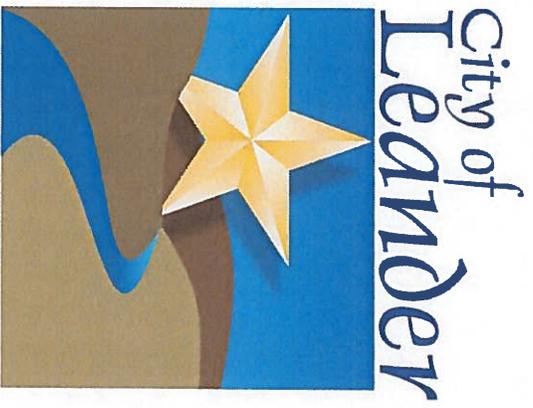
Origination: Robert G. Powers, Finance Director

Financial Consideration: n.a.

Recommendation: n.a.

Attachments: Quarterly Investment Report

Prepared By: Jodi Levie, Accounting Manager
Robert G. Powers, Finance Director



Quarterly Investment Report

For the Quarter Ended September 30, 2016

Fiscal Year 2015-2016

City of Leander, Texas



City of Leander, Texas

Quarterly Investment Report
July 1, 2016 - September 30, 2016
Portfolio Summary Management Report

Portfolio as of June 30, 2016		Portfolio as of September 30, 2016	
Ending Book Value	68,388,213.53	Ending Book Value	58,551,746.01
Ending Market Value	68,368,142.29	Ending Market Value	58,549,826.17
Unrealized Gains/Losses	(20,071.24)	Total Interest Earned for the Quarter	69,644.18
WAM at Beginning Period Date	40.96 days	Unrealized Gains/Losses	(1,919.84)
		WAM at Ending Period Date	25.97 days
		Change in Market Value	(9,818,316.12)

Average Yield to Maturity for quarter 0.4688%
 Average Yield 90-day T-Bill for quarter 0.3000%
 Average Yield 180-day T-Bill for quarter 0.4400%
 Average Yield 1-year T-Note for quarter 0.5600%

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:


 City of Leander
 Jodi Levi, Accounting Manager

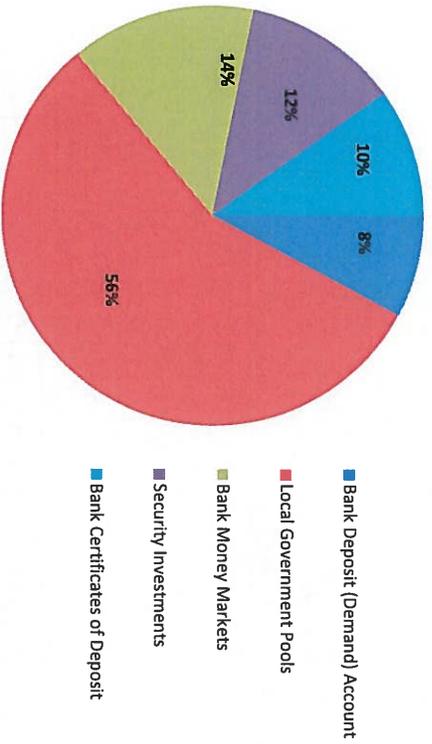
Approved by:


 City of Leander
 Robert Powers, Finance Director

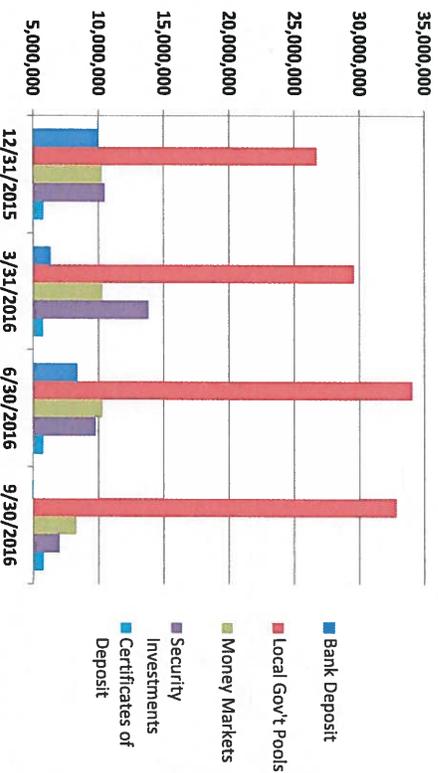
Date _____



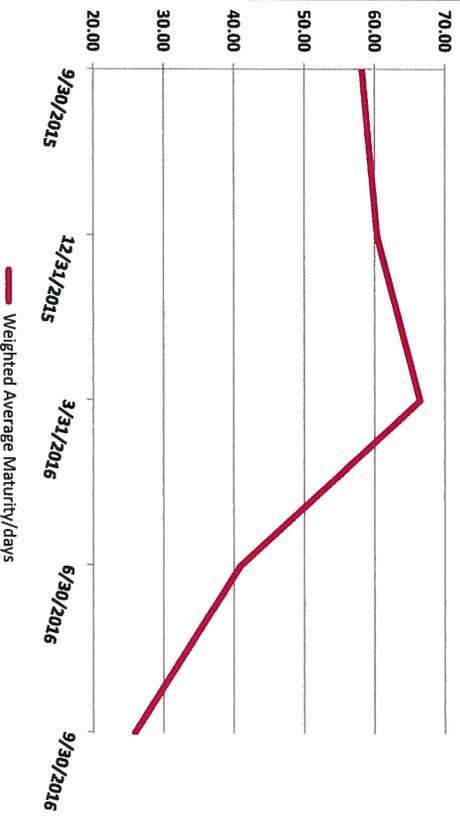
Investment Portfolio at 9/30/2016



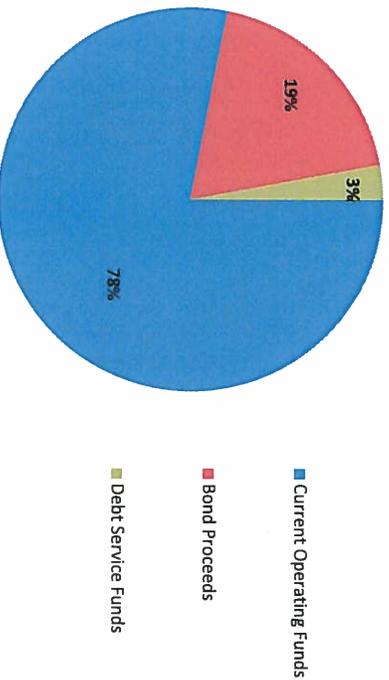
Historical Investment Portfolio Comparison



Portfolio WAM Analysis by Quarter



Investments by Funding Source



City of Leander
Investment Summary by Funding Source
Periods July 1, 2016 to September 30, 2016



Security Type	Number of Investments	Par Value	Book Value	% of Portfolio	Average YTM 365	Average Days to Maturity
Fund: Current Operating Funds						
Depository Account	3	4,601,042.50	4,601,042.50	8%	0.550%	1
Eligible Investment Pools	8	30,567,959.91	30,567,959.91	52%	0.399%	1
Money Market	3	1,277,669.02	1,277,669.02	2%	0.414%	1
Security Investments	2	3,500,000.00	3,501,515.00	6%	1.034%	290
Certificates of Deposit	3	5,790,001.03	5,790,001.03	10%	0.451%	64
Subtotal	19	45,736,672.46	45,738,187.46	78%	0.470%	41
Fund: Bond Proceeds						
Eligible Investment Pools	1	564,183.69	564,183.69	1%	0.412%	1
Money Market	1	7,028,952.77	7,028,952.77	12%	0.450%	1
Security Investments	1	3,500,000.00	3,501,913.34	6%	0.515%	13
Subtotal	3	11,093,136.46	11,095,049.80	19%	0.469%	5
Fund: Debt Service Funds						
Eligible Investment Pools	1	1,718,462.57	1,718,462.57	3%	0.395%	1
Money Market	1	46.18	46.18	0%	0.080%	1
Subtotal	2	1,718,508.75	1,718,508.75	3%	0.395%	1
Total and Average	24	58,548,317.67	58,551,746.01	100%	0.468%	25.97

City of Leander
 Portfolio Valuation Comparison Report
 Periods July 1, 2016 to September 30, 2016



Investment Type			Par Value	Book Value	Market Value
	Beginning Value	Ending Value			
Bank Deposit (Demand) Account	Beginning Value	6/30/2016	8,386,821.35	8,386,821.35	8,386,821.35
	Net Change		(3,785,778.85)	(3,785,778.85)	(3,785,778.85)
	Ending Value	9/30/2016	4,601,042.50	4,601,042.50	4,601,042.50
Local Government Pools	Beginning Value	6/30/2016	34,095,728.33	34,095,728.33	34,095,728.33
	Net Change		(1,245,122.16)	(1,245,122.16)	(1,245,122.16)
	Ending Value	9/30/2016	32,850,606.17	32,850,606.17	32,850,606.17
Bank Money Markets	Beginning Value	6/30/2016	10,298,057.31	10,298,057.31	10,298,057.31
	Net Change		(1,991,389.34)	(1,991,389.34)	(1,991,389.34)
	Ending Value	9/30/2016	8,306,667.97	8,306,667.97	8,306,667.97
Security Investments	Beginning Value	6/30/2016	9,800,000.00	9,827,011.04	9,806,939.80
	Net Change		(2,800,000.00)	(2,823,582.70)	(2,805,431.30)
	Ending Value	9/30/2016	7,000,000.00	7,003,428.34	7,001,508.50
Bank Certificates of Deposit	Beginning Value	6/30/2016	5,780,595.50	5,780,595.50	5,780,595.50
	Net Change		9,405.53	9,405.53	9,405.53
	Ending Value	9/30/2016	5,790,001.03	5,790,001.03	5,790,001.03
Total	Beginning Value	6/30/2016	68,361,202.49	68,388,213.53	68,366,142.29
	Net Change		(9,812,884.82)	(9,836,467.52)	(9,818,316.12)
	Ending Value	9/30/2016	58,548,317.67	58,551,746.01	58,549,826.17

City of Leander
Investment Detail by Type
Periods July 1, 2016 to September 30, 2016



CUSIP	Issuer	Fund Acquired	Settlement Date	Maturity Date	Current Yield to Mty	Coupon Rate	Book Value	Market Value	Accrued Interest Earned this Quarter	Total Interest Earned FY 15-16
Type: Demand Account										
n/a	Frost Bank - Operating	99	n/a	n/a	0.550%	n/a	4,562,892.37	4,562,892.37	6,187.39	34,227.18
n/a	Frost Bank - Section 125	99	n/a	n/a	0.550%	n/a	37,664.13	37,664.13	-	-
n/a	BBVA Compass Bank	99	n/a	n/a	n/a	n/a	486.00	486.00	-	-
Subtotal							4,601,042.50	4,601,042.50	6,187.39	34,227.18

Type: Eligible Investment Pools										
n/a	Texpool - Consolidated Operating	99	n/a	n/a	0.395%	n/a	26,038,341.77	26,038,341.77	24,529.27	64,775.62
n/a	Texpool - Utility Customer Deposit	99	n/a	n/a	0.395%	n/a	1,507,265.33	1,507,265.33	1,316.78	1,328.53
n/a	Texpool - Utility I & S	85	n/a	n/a	0.395%	n/a	152,266.78	152,266.78	143.54	438.36
n/a	Texpool - General Fund I & S	80	n/a	n/a	0.395%	n/a	1,718,462.57	1,718,462.57	3,345.34	12,157.61
n/a	Texpool - TRFZ No. 1	79	n/a	n/a	0.395%	n/a	306,178.75	306,178.75	288.63	398.71
n/a	Texpool - BCRUA Contract	20	n/a	n/a	0.395%	n/a	10,634.39	10,634.39	10.05	30.78
n/a	Texstar - \$24M Series 2015 CO	54	n/a	n/a	0.412%	n/a	564,183.69	564,183.69	567.02	3,565.09
n/a	Texstar - BCRUA Reserve	20	n/a	n/a	0.412%	n/a	531.20	531.20	91.76	855.27
n/a	Texstar - Capital Assets Fund	14	n/a	n/a	0.412%	n/a	1,501,432.95	1,501,432.95	1,427.76	1,427.76
n/a	Texas DAILY - Consolidated Operating	99	n/a	n/a	0.500%	n/a	1,051,308.74	1,051,308.74	1,246.64	3,832.42
Subtotal							32,850,606.17	32,850,606.17	32,966.79	88,810.15

Type: Money Markets										
n/a	Chase Bank Money Market	80	n/a	n/a	0.080%	n/a	46.18	46.18	7.92	272.76
n/a	Chase Bank Money Market	20	n/a	n/a	0.080%	n/a	25,029.88	25,029.88	23.41	679.44
n/a	East West Bank Money Market	99	n/a	n/a	0.450%	n/a	1,006,185.46	1,006,185.46	1,055.06	3,201.80
n/a	East West Bank Money Market	54	n/a	n/a	0.450%	n/a	7,028,952.77	7,028,952.77	7,370.42	22,367.15
n/a	Texas Capital Bank Money Market	99	n/a	n/a	0.300%	n/a	246,453.68	246,453.68	188.85	750.44
Subtotal							8,306,667.97	8,306,667.97	8,645.66	27,271.59

Type: U.S. Agencies & Instrumentalities & Municipal Bonds										
521841GD2	Leander ISD Ref CABS	99	6/25/16	8/15/2016	0.761%	0.000%	-	-	782.72	4,305.00
521841LL8	Leander ISD Ref	99	2/4/16	8/15/2016	0.401%	3.000%	-	-	890.40	3,116.38
631651QV0	Nassau County, NY	99	2/9/16	12/15/2016	1.080%	1.200%	1,501,515.00	1,501,020.00	3,759.55	10,025.44
3130A7L3	FHLB Note	99	2/16/16	2/16/2018	1.000%	1.000%	2,000,000.00	2,000,002.00	5,000.00	11,666.69
57448RDR8	Maryville OH Westw/ 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%	-	-	-	912.63
850000X70	Spring TX ISD Ref Ser A	54	4/16/15	2/15/2016	0.301%	4.000%	-	-	-	521.30
890091SA0	Tomplins County NY GO	54	4/15/15	4/1/2016	0.310%	3.000%	-	-	-	880.75
605341CU7	Miss State Dev Bank Pay Bonds	54	4/15/15	4/1/2016	0.360%	2.000%	-	-	-	1,373.17
86476PT9	Suffolk County NY GO	54	4/30/15	4/29/2016	0.370%	1.250%	-	-	-	3,798.66
083419ZRS	Bentonville AR Sch Dist GO	54	4/30/15	6/1/2016	0.350%	2.000%	-	-	-	3,289.87
434722HK3	Holbrook MA Ref GO	54	4/16/15	6/15/2016	0.470%	5.000%	-	-	-	3,578.19
679088AD6	Oka St Cap Impr Auth Pay Brnds**	54	4/15/15	7/1/2016	0.361%	2.000%	-	-	116.36	419.16
137177SE2	Canandaigua NY Sch Dist GO**	54	4/28/15	7/15/2016	0.370%	3.000%	-	-	115.49	138.26
522508AV6	Lebanon IN Comm Sch Corp GO	54	4/15/15	7/15/2016	0.451%	1.000%	-	-	86.30	863.00
3130A3CE2	FHLB Note	54	4/14/15	10/14/2016	0.515%	0.625%	3,501,913.34	3,500,486.50	4,512.08	18,048.36
Subtotal							7,003,428.34	7,001,508.50	15,262.90	63,111.24

Type: Certificate of Deposits										
n/a	Unity National Bank - CDARS	99	12/24/2015	12/22/2016	0.550%	n/a	1,004,258.15	1,004,258.15	1,391.18	5,181.97
n/a	East West Bank	99	11/14/2015	11/14/2016	0.450%	n/a	4,540,742.88	4,540,742.88	5,147.38	20,443.09
n/a	BBVA Compass Bank	99	12/4/2015	12/4/2016	0.070%	n/a	245,000.00	245,000.00	42.88	142.92
Subtotal							5,790,001.03	5,790,001.03	6,581.44	25,767.98

TOTAL	58,551,746.01	58,549,826.17	69,644.18	239,188.14
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Executive Summary

December 01, 2016

Agenda Subject: Ordinance Case 16-OR-004: Consider action on amending Article VII, Sections 1, 2, and 3 of the Composite Zoning Ordinance to modify the masonry requirements associated with stucco; Leander, Williamson County, Texas.

Background: Council requested modifications to the stucco provisions at the November 17, 2016 meeting. Staff was unable to meet with the representatives of the Homebuilders Association and the Chamber of Commerce Real Estate Advisory Committee to finalize the changes prior to the agenda deadline for this meeting. Staff is proposing to bring the item back for City Council consideration on December 15, 2016.

Origination: Applicant: City of Leander

**Financial
Consideration:** None

Recommendation: Staff recommends postponing action on this item until December 15, 2016.

Attachments: None

Prepared By: Tom Yantis, AICP
Assistant City Manager

11/18/2016



Executive Summary

December 01, 2016

-
- Agenda Subject:** Zoning Case 16-Z-024: Hold a public hearing and consider action the rezoning of several parcels of land including 128.1 acres more or less; generally located to southeast of the intersection of Raider Way and East Crystal Falls Parkway; located to the west of Cold Springs Subdivision; WCAD Parcels R031204-R031206, R526321 R523989, and R523991. Currently, the property is zoned SFC-2-B (Single Family Compact) and SFU-2-B (Single Family Urban). The applicant is proposing to rezone the property to PUD (Planned Unit Development) with the following base zoning districts: SFL-2-A (Single-Family Limited), SFT-2-A (Single-Family Townhouse), and MF-2-A (Multi-Family detached condo regime); Leander, Williamson County, Texas.
- Background:** This request is the second step in the rezoning and subdivision process.
- Origination:** Applicant: SEC Planning (Mark Baker) on behalf of BLD Crystal Springs, LLC.
- Financial Consideration:** None
- Recommendation:** See Planning Analysis. The Planning & Zoning Commission unanimously recommend approval the PUD with the base zoning districts of SFL-2-A (Single-Family Limited), SFL-2-A (Single-Family Condo Regime), and SFT-2-A (Single-Family Townhouse) with the following conditions at the November 22, 2016:
1. Remove the section of the PUD permitting the heritage tree removal;
 2. A twenty foot setback between the alley and the adjacent Cold Springs lots along the east property line. This setback area shall include 2 caliper inch trees every 30 feet; and
 3. Add 4 foot bike lanes on either side of the collector roadway.
- 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. Neighborhood Correspondence
10. Ordinance
11. Minutes-Planning & Zoning Commission November 22, 2016

Prepared By:

Tom Yantis, AICP
Assistant City Manager

11/22/2016



PLANNING ANALYSIS

ZONING CASE 16-Z-024
CRYSTAL SPRINGS PUD

GENERAL INFORMATION

Owner: BLD Crystal Springs, LLC

Current Zoning: SFU-2-B (Single-Family Urban)
SFC-2-B (Single-Family Compact)

Proposed Zoning: PUD (Planned Unit Development) with the following base zoning districts:
SFL-2-A (Single-Family Limited)
SFT-2-A (Single-Family Townhouse)
SFL-2-A (Single-Family Limited detached condo regime)

Size and Location: The property is generally located to southeast of the intersection of Raider Way and East Crystal Falls Parkway and includes approximately 128.1 acres.

Staff Contact: Robin M. Griffin, AICP
Planning Manager

ABUTTING ZONING AND LAND USE:

The table below lists the abutting zoning and land uses.

	ZONING	LAND USE
NORTH	Interim SFS-2-B	Wiley Middle School
EAST	SFC-2-B SFU-2-B	Established Single-Family Residential (Cold Springs)
SOUTH	OCL	Established Single-Family (Outside City Limits)
WEST	GC-2-A Interim SFR-1-B	Undeveloped Commercial Undeveloped Single-Family Residential

COMPOSITE ZONING ORDINANCE INTENT STATEMENTS

PUD – PLANNED UNIT DEVELOPMENT:

The purpose and intent of the Planned Unit Development (PUD) district is to design unified standards for development in order to facilitate flexible, customized zoning and subdivision standards which encourage imaginative and innovative designs for the development of property within the City. The intent of this zoning request is to provide for a walkable, pedestrian friendly neighborhood. The contents of this PUD further explain and illustrate the overall appearance and function desired for this community. A Conceptual Site Layout and Land Use Plan has been attached to this PUD, Exhibit B, 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 community vision and design concepts and is not intended to serve as a final document. The Conceptual Site Layout and Land Use Plan depicts a mix of residential products and open space areas that are contemplated within the community. The intent of this zoning district is to cohesively regulate the development to assure compatibility with adjacent single-family residences, neighborhoods, and commercial properties within the region.

USE COMPONENT**SFC – SINGLE FAMILY COMPACT:**

Features: 5,500 sq. ft. lot min.; 1,100 sq. ft. living area min.

Intent: Development of single-family detached dwellings on small lots and for other compatible and complimentary uses. The purpose of this component is to provide regulations to maintain and protect the City's single-family residences and neighborhoods in areas with small lot sizes. Such components are generally intended to offer variety in housing opportunities and in the fabric of the neighborhoods, and to be developed on a moderate scale with a maximum district size of seventy-five (75) acres.

SFL – SINGLE FAMILY LIMITED:

Features: 3,500 sq. ft. lot min.; 1,000 sq. ft. living area min.

Intent: Development of single-family detached dwellings on small lots, including zero lot line development, and for other compatible and complimentary uses. The purpose of this component is to provide regulations to maintain and protect the City's single-family residences and neighborhoods in areas where it is appropriate to have small lot sizes and reduced setbacks. This component is generally intended as follows:

- (1) To provide an orderly transition to and create 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 neighborhoods.
- (3) To be located in planned developments of greater than 100 acres and comprising less than twenty percent (20%) of the lots, or to provide infill opportunities in appropriate areas of the City such as in areas under transition.
- (4) To include or be located within six hundred feet of parkland or other recreational open space.

Lots that average less than forty feet in width along a block shall front on 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.

SFT – SINGLE FAMILY TOWNHOUSE:

Features: 2,000 sq. ft. lot min; 900 sq. ft. living area min.

Intent: development of single-family attached dwellings on very small sized lots and for other uses that are compatible and complimentary to attached residential development. This component is generally intended as follows:

- (1) To provide an orderly transition and serve as a buffer between larger lot neighborhoods and more intensive uses such as multi-family or commercial uses or arterial roadways.
- (2) To create more variety in housing opportunities and in the fabric of the neighborhoods.
- (3) To include or be located within six hundred feet of parkland or other recreational open space.
- (4) To be located in planned communities of greater than 100 acres and comprising less than ten percent (10%) of the lots, or to provide infill opportunities in appropriate areas of the City such as in areas under transition.

Frontage for such lots shall be provided by a street with a ROW of fifty-six (56) feet or greater and a pavement width of thirty-six (36) feet or greater unless access to garages on such lots is from an alley.

SITE COMPONENT

TYPE 2:

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

Intent:

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

ARCHITECTURAL COMPONENT

TYPE A:

Features: 85% masonry; 5 or more architectural features.

Intent:

- (1) The Type A architectural component is intended to be utilized for high quality developments or to provide variety as an additional option for portions of a residential development and may be utilized in or adjacent to single-family uses.
- (2) This component is intended to be utilized for single-family development that backs up to, or sides to, a major thoroughfare.

- (3) Combined with appropriate use and site components, this component is intended to help provide for harmonious land use transitions by applying this component to a less restrictive use or site component adjacent to a more restrictive use or site component. This standard may be utilized to help ensure compatibility for non-residential uses, multi-family, two-family, townhouse or small lot residential development with adjacent property that is more restricted.
- (4) This component is intended to be utilized for buildings requiring heights greater than those provided in other architectural components.
- (5) This component may be utilized for any high profile development, for any property in a prominent location or at an important gateway to the community.
- (6) This component is not intended to become an involuntary standard for the majority of a single-family subdivision, especially with SFR, SFE, SFS, SFU and SFC components.

COMPREHENSIVE PLAN STATEMENTS:

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

- Provide a balanced mix of complementary uses that support a strong and diverse tax base.
- Enhance Leander’s public spaces to create and link destinations.
- Connect destinations.
- Create strong neighborhoods with a variety of housing choices.
- Preserve and reserve open space to support healthy living and natural resource conservation.
- The Neighborhood Residential land use category 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.

ANALYSIS:

The applicant is requesting the PUD (Planned Unit Development) district in order to allow for the development of a mixed residential community that will include a variety of housing types. The proposal includes detached residential lot widths from as narrow as twenty-six (26’) feet and attached residential units. The applicant has incorporated the mixture of residential districts in a well-integrated neighborhood plan providing a variety of lot sizes within the same neighborhood.

This property was part of a large involuntary annexation that was completed on January 17, 2013. The property is located to the east of the Global Village project that was recently annexed. There is an approved concept plan associated with Global Village that provides for various commercial uses. The property is located to the west of the Cold Springs neighborhood which includes existing homes and homes under development.

The Planning & Zoning Commission reviewed and approved the current zoning of this property at the April 11, 2013 meeting and the City Council approved the request at the May 2, 2013 meeting.

This PUD proposal includes the following base zoning districts:

- SFL-2-A (Single-Family Limited)
- SFT-2-A (Single-Family Townhome)
- SFL-2-A (Single-Family Limited Condo Regime)

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 specific use that includes waivers as well as higher design standards. This PUD will allow flexibility in the location of the different residential lot sizes.

DISTRICT	LOT WIDTH / ENVELOPE	PERCENTAGE
SFL-2-A	41'	Minimum of 20%
SFT-2-A	26'	Minimum of 20%
SFL-2-A Condo	35'	Maximum of 35%

All lots located within the SFL or SFT base district shall be alley loaded. All lots/units that are located adjacent to the collector roadway or greenspace shall face the collector roadway or greenspace. A conceptual lotting plan has been provided to demonstrate the general location of the lots

The Type A Architectural Component requires that all structures are eight five (85%) percent masonry and have a minimum of five different design features. This PUD provides for an alternative that will reduce the masonry requirements. The proposed requirements will include cementitious-fiber planking as a masonry product. This provision will apply to homes that substantially comply with the building elevations included in the PUD.

This PUD does not permit the single-family lots to back up to Lakewood Park. A road will be constructed along the boundary with a trail on the southside thus allowing the homes to face the park. A trail system is proposed connecting the park through the neighborhood to Crystal Falls Pkwy. This configuration will allow for the view of the park to be shared by all residents instead of limited to some backyards.

The proposed detention pond will be constructed of sloped earthen berms and not concrete walls. The earthen berms will create a more natural looking feature and could be an amenity to the subdivision.

In addition, the applicant has requested a waiver to the Riparian Corridor setback requirements that would allow for buffer averaging. The intent is to preserve as much of the natural corridor as possible. Encroachments will be permitted, however, extra land will be provided to aid in the preservation of the corridor.

The applicant is also proposing approval of the removal of up to 42 heritage trees associated with this project. The proposal includes replacing the trees in compliance with the mitigation requirements. The ordinance requires a replacement ratio of 3 to 1 and a fee of \$300 per caliper inch removed. Currently, there are a total of 141 heritage trees.

The request also includes the installation of street trees along the collector and all local streets. These street trees are proposed to count towards the tree requirements for each single-family home.

This application includes the following higher standards and waivers.

HIGHER STANDARDS	WAIVERS
COMPOSITE ZONING ORDINANCE	
Prohibiting lots from backing up to the Park	-
Natural detention pond (no concrete walls)	-
Trail system connecting the subdivision to the Park	-
Alley loaded product	-
-	Flexibility in the location of the different lot sizes
-	Riparian Corridor averaging
-	Removal of heritage fees without paying the tree mitigation fees
-	Reducing the masonry requirements

This property is located within the Neighborhood Residential Land Use category as identified by the Future Land Use Plan. The intent of this category is 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.

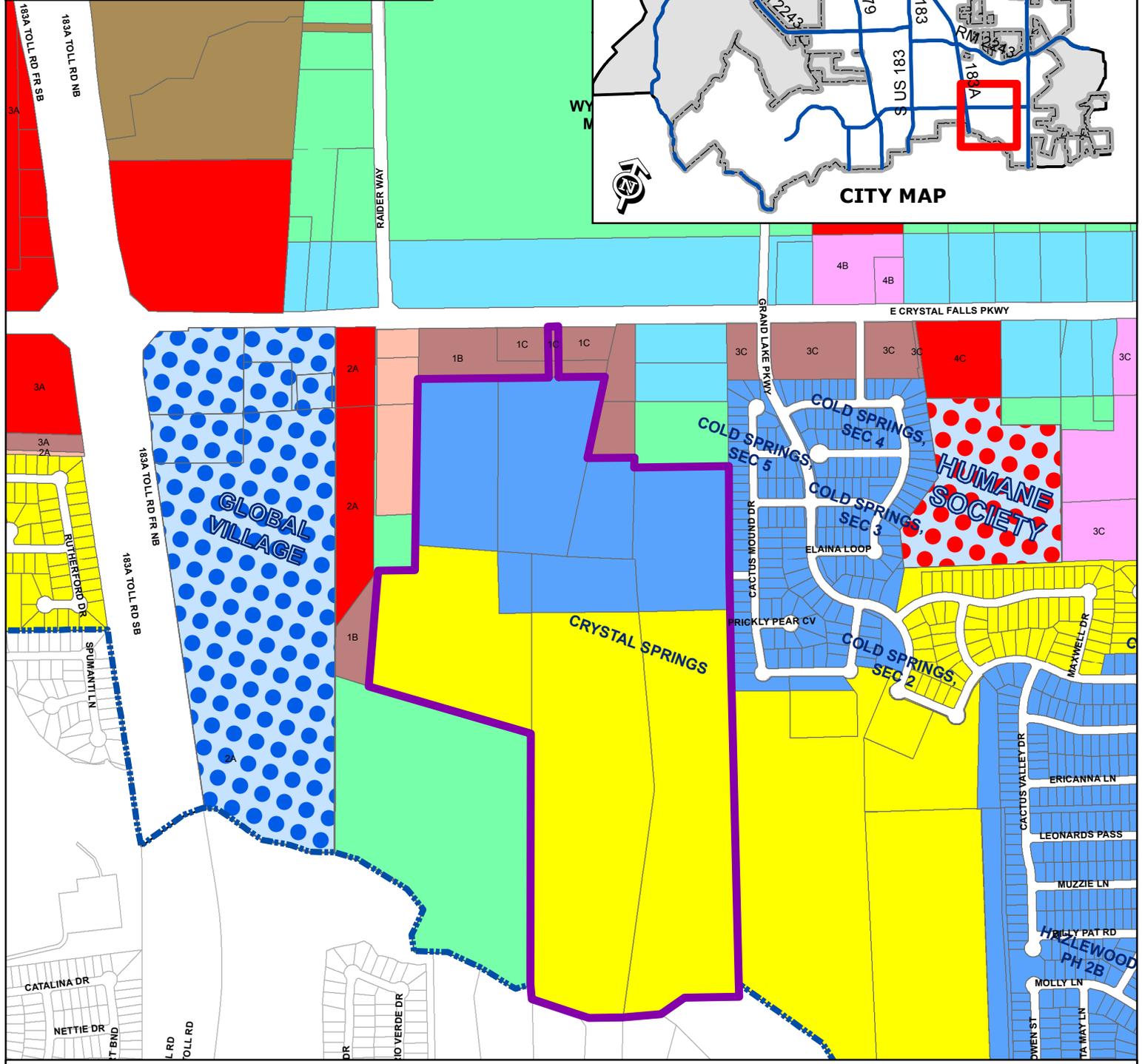
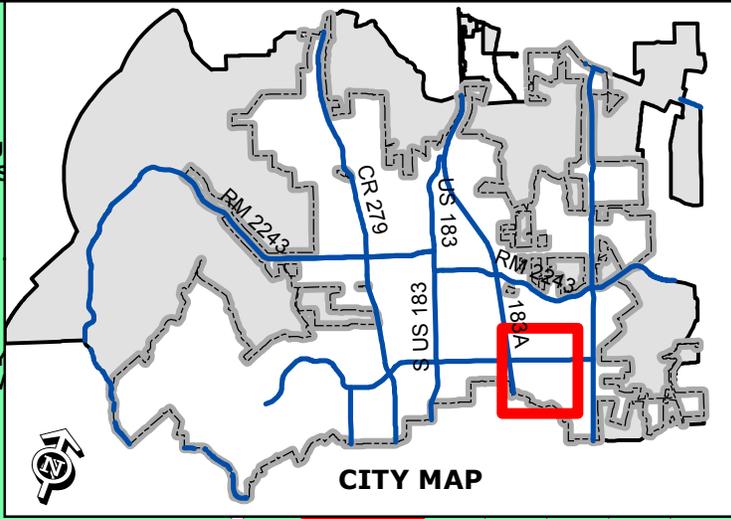
STAFF RECOMMENDATION:

Staff recommends approval of the Crystal Springs PUD with the following conditions:

1. Tree mitigation fees shall apply
2. Street trees shall be required in the condo project

The proposed PUD promotes more flexibility with the location of the single-family districts, high architectural standards, and a trail system to provide connectivity throughout the subdivision. This application effectively utilizes composite zoning to incorporate a variety of lot sizes while maintaining high form standards. The requested PUD 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.



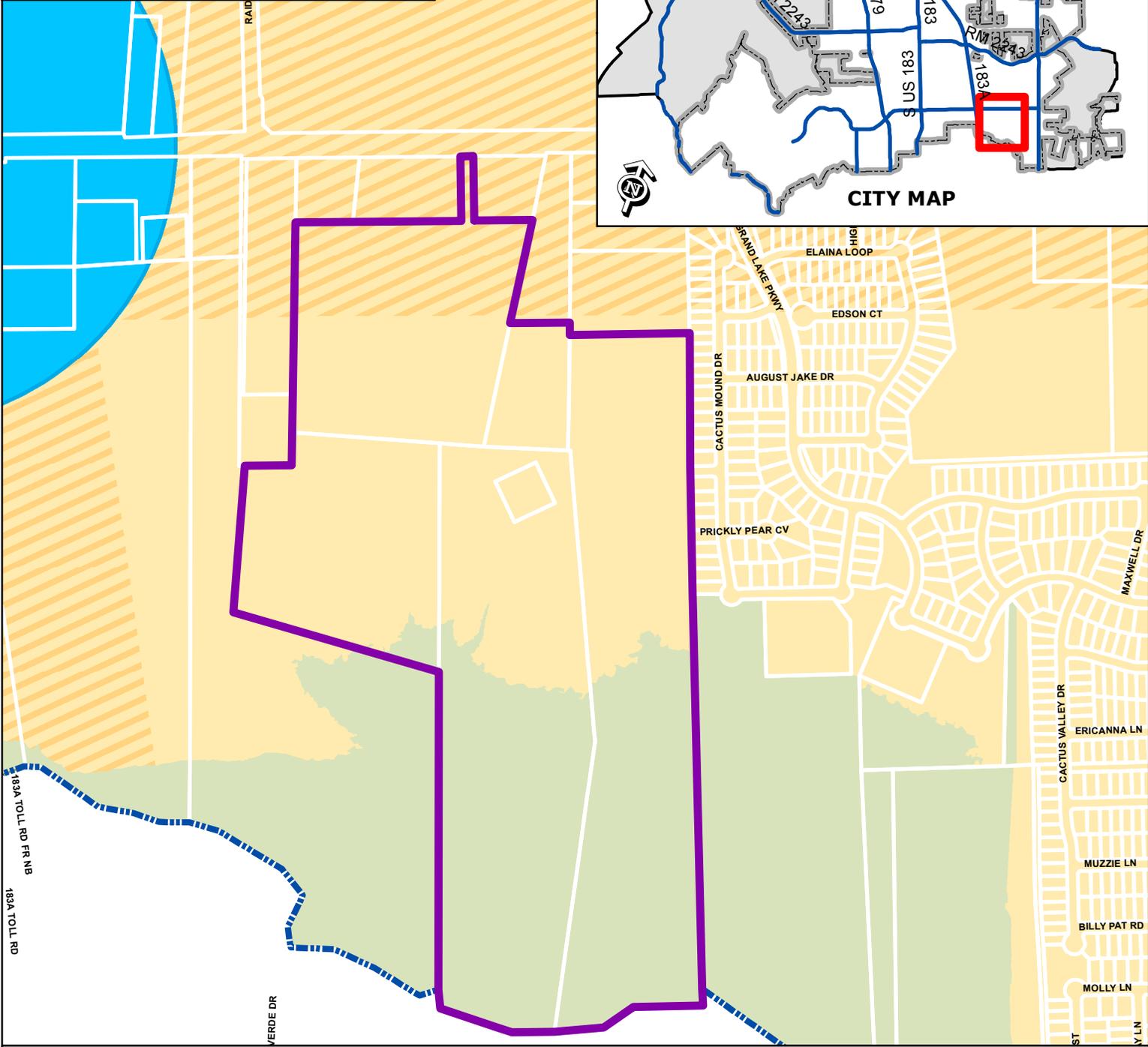
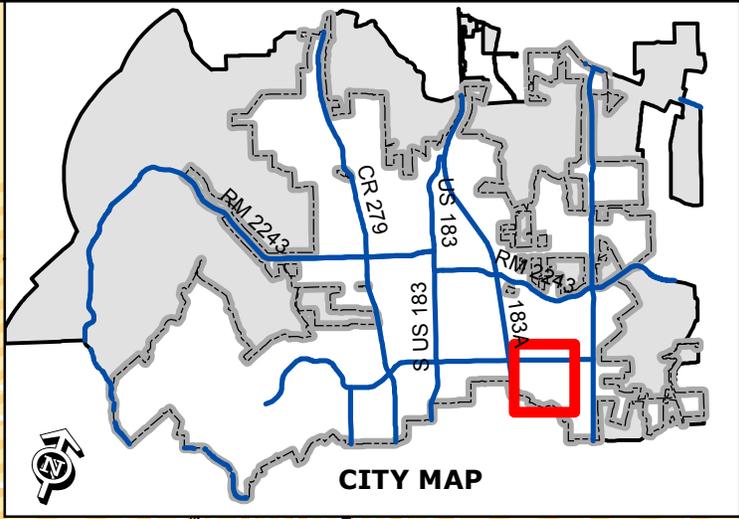
ZONING CASE 16-Z-024 Attachment #2

Current Zoning Map - Crystal Springs 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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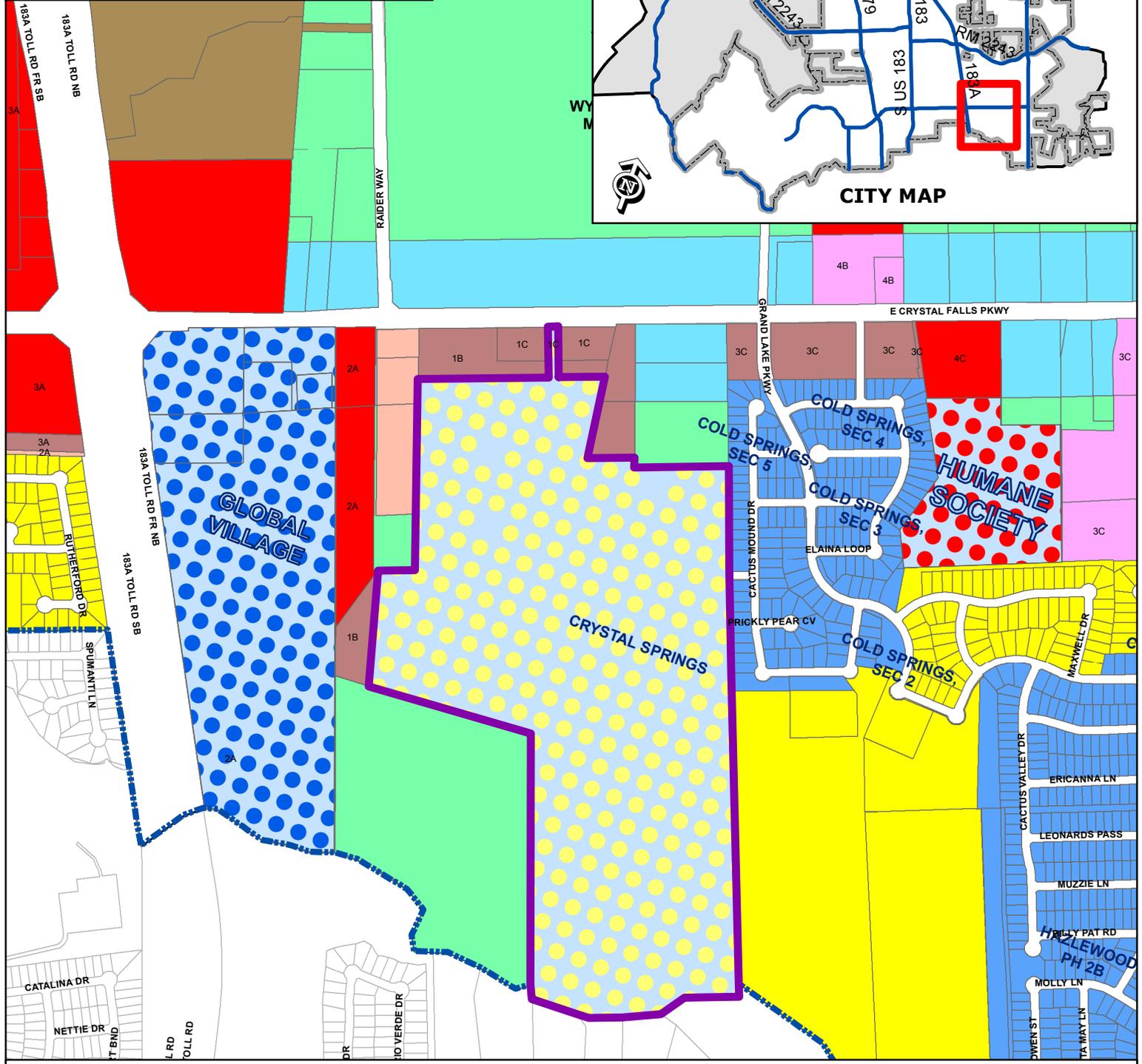
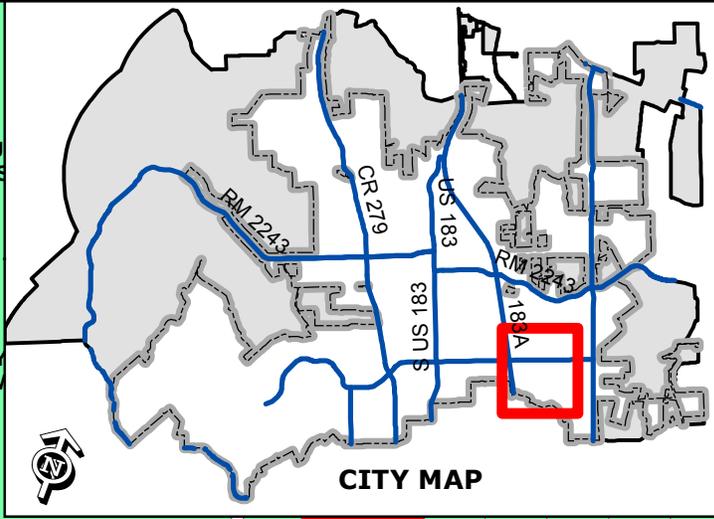
ZONING CASE 16-Z-024 Attachment #3 Future Land Use Map - Crystal Springs PUD

 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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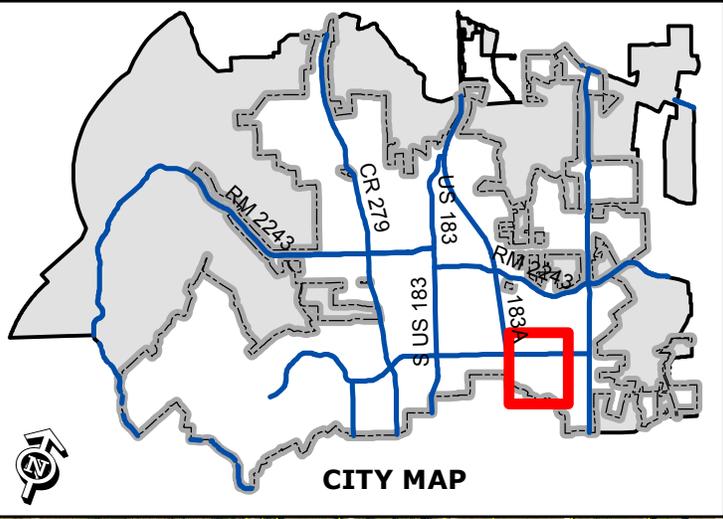
ZONING CASE 16-Z-024 Attachment #5

Current Zoning Map - Crystal Springs PUD

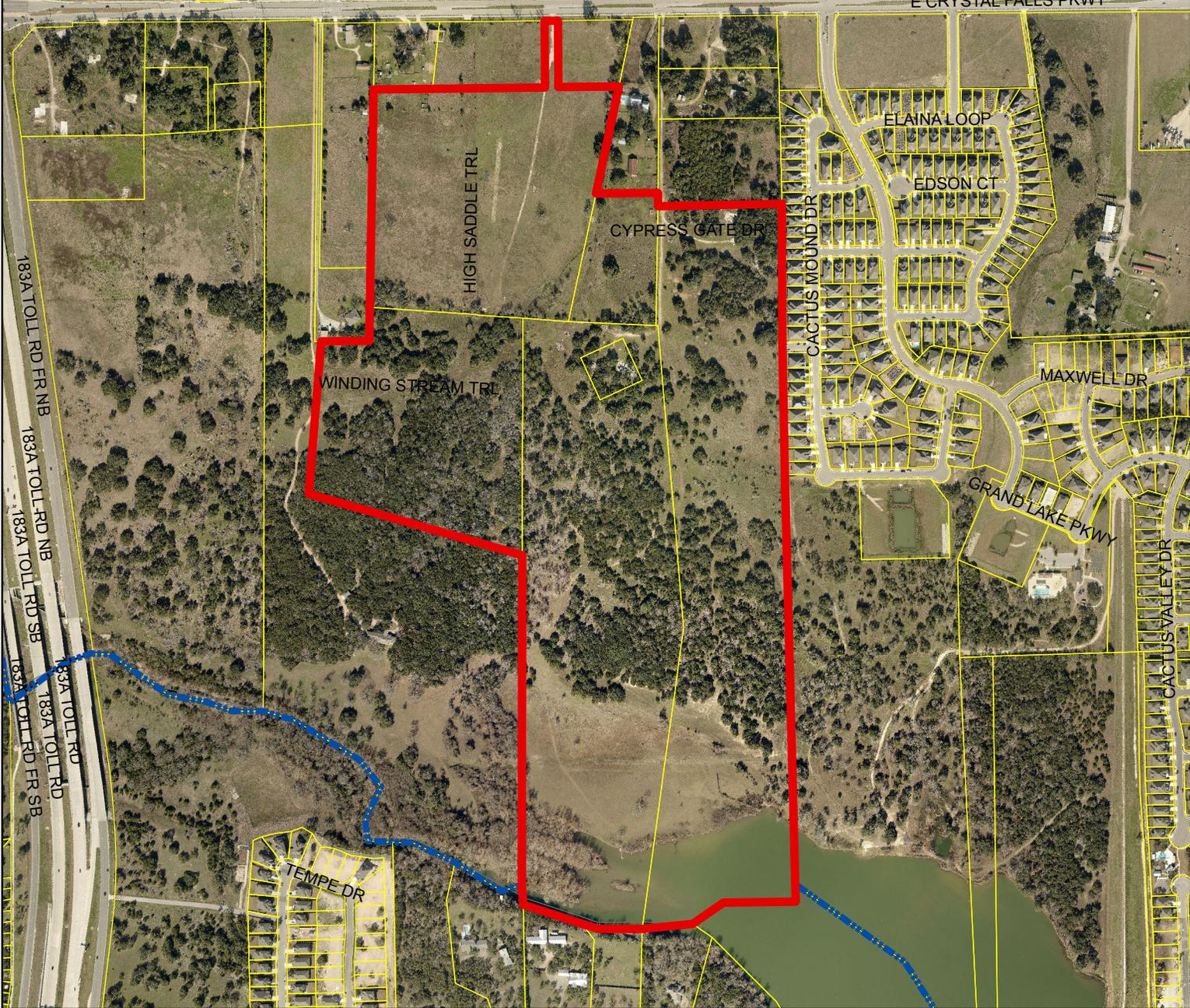
	Subject Property		SFR		SFL		LO		PUD - Commercial
	City Limits		SFE		SFT		LC		PUD - Mixed Use
			SFS		SFU/MH		GC		PUD - Multi-Family
			SFU		TF		HC		PUD - Townhomes
			SFC		MF		HI		PUD - Single-Family



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CITY MAP



ZONING CASE 16-Z-024 Attachment #6

Aerial Exhibit - Approximate Boundaries
Crystal Springs PUD



- Subject Property
- City Limits

EXHIBIT A

CRYSTAL SPRINGS - PUD

A. Purpose and Intent

1. The Crystal Springs PUD is composed of approximately one hundred twenty-eight (128) acres. The development of this property is a single-family residential community with a variety of product types ranging from attached and detached single family with garage accessed from a rear alley to cluster cottages.

B. Applicability and Base Zoning

1. All aspects regarding the development of this PUD shall comply with the City of Leander Composite Zoning Ordinance, except as established in this exhibit, titled **Exhibit A**. This PUD allows the flexibility to mix the various residential products and define boundaries for each product type during the preliminary plat process. Each plat submitted to the City will identify the use at the time of City Submittal.
2. For the purpose of establishing development standards for the PUD, the following base zoning districts have been selected from the Leander Composite Zoning Ordinance.
 - SFL-2-A (Single-Family Limited)
 - SFL-2-A (Single-Family Limited Condo Regime)
 - SFT-2-A (Single-Family Townhouse)

C. Conceptual Site Layout & Land Use Plan

1. 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 community vision and design concepts and is not intended to serve as a final document.
2. To ensure a variety and mix of residential product types within Crystal Springs, the following standards have been established. The general locations of the use components are shown in **Exhibits C and C-1**.
 - a. SFT-2-A (Single-Family Townhouse)
 - Minimum of twenty (20%) percent of the lots/units shall comply with SFT standards. Lots may not be greater than thirty five (35') feet
 - All SFT lots shall have garages accessed from a rear alley
 - b. SFL-2-A (Single-Family Limited)
 - Minimum of twenty (20%) percent of the lots/units shall be 41' feet wide or greater
 - All SFL lots shall have garages accessed from a rear alley
 - c. SFL-2-A (Single Family Limited Condominium Regime)
 - Maximum of thirty-five (35%) percent of the total lots/units
 - Multiple units may be constructed on a single lot as long as the units comply with the building envelopes.

3. Single Family lots/units shall not be platted adjacent to Lakewood Park on the south side of the property. A public street shall be located between the homes and the parkland. The homes shall face the parkland.
4. Single family lots/units adjacent to the collector roadways or open spaces shall front onto the collector or open space areas as shown on the Conceptual Lotting Plan (**Exhibit C-1**). Exhibit C-1 is conceptual and intended to show the general layout and lot orientation. Changes to the road network, lot sizes, and lot counts may be approved administratively, as long as they are in compliance with the regulations contained within this PUD.

D. Allowable / Prohibited Uses

1. The allowable uses shall be both detached and attached single-family dwellings on individually platted lots or detached cluster units planned as a condo regime on a single lot site plan.
2. The maximum lot/unit count shall be five hundred (500).

E. Development Standards

1. The Crystal Springs Development will comply with the Development Standards set forth in Table E.1.

	TABLE E.1 - RESIDENTIAL USES			
	SFL CONDO (Setbacks are for perimeter)	SFT ATTACHED (alley loaded garage)	SFT DETACHED (alley loaded garage)	SFL DETACHED (alley loaded garage)
Lot Area (minimum)	n/a	1,500 s.f.	2,500 s.f.	4,100 s.f.
Lot Width (minimum)	n/a	20 ft.	20 ft.	41 ft.
Front Setback (minimum)	10 ft.	5 ft. Min./ 15 ft. Max. ²	10 ft. / 15 ft. ¹	10 ft. / 15 ft. ¹
Side Setback (minimum)	10 ft. building separation	0/5 ft.	3 ft. ³	5 ft. ³
Street Side Setback (minimum)	10 ft.	10 ft.	10 ft.	10 ft.
Rear Setback (minimum)	10 ft.	6 ft.	6 ft.	6 ft.
Lot Depth (minimum)	n/a	60 ft.	100 ft.	100 ft.
Building envelope (minimum)	35' x 50'	n/a	n/a	n/a

- (1) The front wall shall be set back a minimum of ten (10') feet from the front property line, but no more than fifteen (15') feet. Porches, Awnings, and Chimneys may encroach within the front yard setback area up to five (5') feet from the front property line. Roof overhangs may encroach within this front yard setback area up to two (2') feet from the building setback line. Uncovered steps, porches, and stoops may also encroach with this front yard setback area, however, any columns or support posts must remain at or behind the five (5') foot setback.
- (2) The front wall of attached units will be set back by a minimum of five (5') feet from the front property line but not more than fifteen (15') feet. Porches, entries, chimneys and roof overhangs may encroach into the setback area by up to two (2') feet.
- (3) Roof overhangs may encroach up to eighteen (18") inches into the side setback. Three (3') foot side setbacks require compliance with the requirements of the Fire and Building Codes and review by the Fire Marshall and Building Official.

F. Drainage Dedication and Facilities

1. The detention facilities shall not contain any concrete walls. All sides of the detention facilities shall be sloped earth so as to create a more natural looking feature.
2. A waiver to the setback requirements of the Riparian Corridor has been requested for this PUD. The Corridor width shall vary as illustrated on **Exhibit C**. The setback distance can vary from narrower to wider within the development so long as the overall acreage of land for the setback is achieved and the minimum setback is twenty five (25') feet from the centerline of the riparian corridor. The minimum acreage that will be provided to meet this requirement shall be nine point eight (9.8) acres, which is the quantity of land if a consistent 100' setback on each side of the centerline were calculated.

G. Parkland and Landscaping

1. A Six (6') foot concrete sidewalk shall be provided on the west side of the Collector Roadway as shown on **Exhibit D**. An eight (8') foot concrete hike and bike trail shall be provided on the east side of the Collector Roadway as shown on **Exhibit D** and shall connect to the conceptual trail that leads into Lakewood Community Park.
2. According to the project tree survey, 141 Heritage trees are located within Crystal Springs and are illustrated on **Exhibit C**. In order to implement the community master plan, up to 42 of the 141 Heritage trees may be removed. Mitigation for the removed Heritage trees shall include tree replacement at a 3:1 caliper inch basis.
3. Any Significant Tree removal within Crystal Springs shall be mitigated in accordance with the Leander Composite Zoning Ordinance.
4. Street trees shall be an allowable source of tree mitigation.
5. A six (6') foot wrought iron or decorative tubular metal fencing, shall be utilized where the single family residential areas back up to the riparian greenbelt that bisects the property. Please refer to the **Exhibit D** for the approximate locations of the wrought iron fence.
6. Street trees are required as indicated below:
 - i. One (1) two (2") caliper inch street tree shall be planted at a spacing not to exceed thirty (30') feet along the Collector Roadway.
 - ii. One (1) two (2") caliper inch street tree shall be planted at a spacing not to exceed thirty (30') feet along the neighborhood streets within single family neighborhoods.
 - iii. Street trees are not required along private drive within the condo regime neighborhood.
 - iv. The street tree shall count towards the tree planting requirements interior to the lot. For lots 41 feet in width or wider, a minimum of one (1) two (2") caliper inch tree is required per lot in addition to the one (1) street tree. One (1) three and a half (3.5") caliper inch street tree may be planted in lieu of the tree required within the interior of the lot. Credit for existing trees may be assessed for each lot based on the proximity to the proposed roadway and the tree type and size.
 - v. For SFL or SFT lots, only the street tree is required as long as the front setback is a maximum of ten (10') feet.
 - vi. Street trees shall be planted between the back of curb and the sidewalk in a location specified as part of the Subdivision Construction Plans.

- vii. Tree species shall be chosen from an approved list of street trees provided by the City of Leander and species shall be uniform along each street. The street tree species selected for each street shall be identified on the approved Preliminary Plat and Subdivision Construction Plans.
- viii. Geomembrane, linear panel, or City approved root barriers are required between the tree and the curb and sidewalk.
- ix. Street trees may be planted at the time of home construction on each lot and it shall be the responsibility of the individual homeowners to maintain the street tree(s) adjacent to their lot. The homeowner's association (HOA) established for the subdivision shall include provisions for the requirement of the street tree maintenance by the homeowner on all local street residential lots and by the HOA on all residential collector streets.

H. Architectural Standards

1. All residential product shall be designed with the Type A Architectural Component, unless otherwise amended by this section.
2. The definition of masonry shall include cementitious-fiber planking (not panels unless they are used with a board and batten application), stone, brick or stucco as long as the homes substantially comply with the elevations shown in **Exhibit F**. Prototypical home representations are included as **Exhibit F** to this PUD to illustrate the general architectural style planned for the community. The images are not to be interpreted as the only elevations allowed within the community or a final product, but merely to represent the general intent for the street scene and home style.
3. All SFL individually platted lots and SFT lots shall have garages accessed from an alley. All SFL Condo units shall comply with the garage standards listed below. For the purposes of this ordinance, the private drive shall be considered a street.
 - a. Single-family and two-family residential dwelling street-facing garage standards. To prevent residential streetscapes from being dominated by garage doors, and to allow the visually interesting features of the house to dominate the streetscape, the following standards shall apply:
 - (1) Except as provided for in this subsection, street-facing garages must be recessed at least five (5) feet behind the ground floor living area of the dwelling or a roof-covered porch that is at least seven (7) feet wide by six (6) feet deep.
 - (2) The total width of the garage door openings of a garage with street-facing doors shall be no more than fifty (50) percent of the ground floor street-facing linear building frontage.
 - (3) Street-facing garages that have a total garage door opening width that is less than forty (40) percent of the ground floor street-facing linear building frontage width, may be in-line with the ground floor living area or roof-covered porch that is at least seven (7) feet wide by six (6) feet deep.
 - (4) Street-facing garages that have a total garage door opening width of less than forty (40) percent of the ground floor street-facing linear building frontage width and that incorporate enhanced architectural features as described in this section, may protrude up to five (5) feet in front of the ground floor living area of the dwelling or roof-covered porch that is at least seven (7) feet wide by six (6) feet deep, but in no case shall the garage be setback from the street less than the minimum setback for the zoning district.
 - (5) Street-facing three car garages that have a total garage door opening width of less than fifty (50) percent of the ground floor street-facing linear building frontage width and

that incorporate enhanced architectural features as described in this section, may have up to two (2) bays of the garage protrude up to five (5) feet in front of the ground floor living area of the dwelling or roof-covered porch that is at least seven (7) feet wide by six (6) feet deep, but in no case shall the garage be setback from the street less than the minimum setback for the zoning district. The third bay of the garage shall be located in-line with the ground floor living area of the dwelling or roof-covered porch that is at least seven (7) feet wide by six (6) feet deep.

- (6) For garages that meet the standards of subsection (4) or (5) and where the site topography (typically slopes greater than 10% or for other similar topography as allowed by the Planning Director) requires stairs from the garage into the living space, the garage may protrude up to eight (8) feet in front of the ground floor living area of the dwelling or roof-covered porch that is at least seven (7) feet wide by six (6) feet deep, but in no case shall the garage be setback from the street less than the minimum building setback for the zoning district.
- (7) The Planning Director may approve garage placement that does not meet the standards of this section in the case of unique site conditions including the existence of significant trees, extreme topography and similar natural features.
- (8) For the purposes of this subsection, enhanced architectural features shall include:
 - i. Architectural garage doors that are painted to match the color scheme of the house and include decorative hardware; or
 - ii. Doors that have a natural wood appearance; and
 - iii. Both a. and b. above must also be combined with at least one of the following features:
 1. a garage door recess of at least two (2) feet;
 2. a roof overhang over the garage doors with supporting architectural columns that extends at least two (2) feet in front of the garage doors; or
 3. any similar architectural feature, approved by the Planning Director, that diminishes the prominence of the garage doors on the street-facing building facade.
- (9) Garages accessed from rear alleys are exempt from the standards of this section.
- (10) Second or higher floor living areas do not count toward the measurement of ground floor street-facing linear building frontage.

I. Transportation

1. Crystal Springs will include a range of street types. A collector roadway will be developed to provide a central spine road connecting Crystal Falls Parkway to the Lakewood Community Park. The SFL Condo neighborhood will contain private streets that will be developed as a single lot, condo regime site plan. Single-family detached lots will be served by local streets or open space in the front and garages will be accessed by rear alleys. Street sections are defined for the various street types on **Exhibit E**.

EXHIBIT B



FIELD NOTES

FOR

A 128.40 ACRE TRACT OF LAND, BEING ALL OF LOT 3, BLOCK A OF THE SHORT FORM FINAL PLAT OF CRYSTAL SPRINGS RECORDED IN DOCUMENT NO. 2014003978 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING ALL OF A CALLED 19.81 ACRE TRACT CONVEYED TO BLD CRYSTAL SPRINGS, LLC RECORDED IN DOCUMENT NO. 2013067545 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING ALL OF A CALLED 40.24 ACRE TRACT CONVEYED TO BLD CRYSTAL SPRINGS, LLC RECORDED IN DOCUMENT NO. 2013067546 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING ALL OF A CALLED 40.23 ACRE TRACT CONVEYED TO BLD CRYSTAL SPRINGS, LLC RECORDED IN DOCUMENT NO. 2013067546 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, ALSO BEING ALL OF A CALLED 4.42 ACRE TRACT CONVEYED TO BLD CRYSTAL SPRINGS, LLC RECORDED IN DOCUMENT NO. 2013067546 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SITUATED IN THE WALTER CAMPBELL SURVEY, ABSTRACT NO. 3 IN THE CITY OF LEANDER, WILLIAMSON COUNTY, TEXAS. SAID 128.40 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE:

BEGINNING at a ½" iron rod with yellow cap marked "Pape-Dawson" found in the south right-of-way line of E. Crystal Falls Parkway, a variable width right-of-way, same being the northeast corner of Lot 2A, Block A of the Amended Final Plat of Lots 1 & 2 of Crystal Springs recorded in Document No. 2014095166 of the Official Public Records of Williamson County, Texas, also same being the northernmost northwest corner of said Lot 3, Block A, for the northernmost northwest corner and **POINT OF BEGINNING** hereof;

THENCE N 69°18'58" E, with the south right-of-way line of said E. Crystal Falls Parkway, same being the northernmost line of said Lot 3, Block A, a distance of **60.01 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found at the northwest corner of Lot 4, Block A of said Short Form Final Plat of Crystal Springs, same being northernmost northeast corner of said Lot 3, Block A, for the northernmost northeast corner hereof;

THENCE S 20°41'02" E, departing the south right-of-way line of said E. Crystal Falls Parkway, with the west line of said Lot 4, Block A, same being an east line of said Lot 3, Block A, a distance of **300.02 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found at

TBPE Firm Registration #470 | TBPLS Firm Registration #10028801
Austin | San Antonio | Houston | Fort Worth | Dallas
Transportation | Water Resources | Land Development | Surveying | Environmental
7800 Shoal Creek Blvd., Suite 220 West, Austin, TX 78757 T: 512.454.8711 www.Pape-Dawson.com

the southwest corner of said Lot 4, Block A, same being a northeast ell corner of said Lot 3, Block A;

THENCE N 69°19'45" E, with the south line of said Lot 4, Block A, same being a north line of said Lot 3, Block A, a distance of **270.76 feet** to an iron rod with cap marked "Baker-Aicklen" found at the southeast corner of said Lot 4, Block A, same being a point in the west line of the remnant portion of a called 8.07 acre tract conveyed to Neil R. Kenagy and Karen V. Kanagy of the Official Public Records of Williamson County, Texas, same being the easternmost northeast corner of said Lot 3, Block A for the easternmost northeast corner hereof;

THENCE S 07°58'21" E, with the west line of said remnant portion of an 8.07 acre tract, same being the east line of said Lot 3, Block A, a distance of **501.63 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found at the southwest corner of said remnant portion of a 8.07 acre tract, same being the northwest corner of said 4.42 tract for a northeast ell corner hereof;

THENCE N 69°33'35" E, with a south line of said remnant portion of an 8.07 acre tract, same being the north line of said 4.42 acre tract, a distance of **274.86 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found at the southeast corner of said remnant portion of an 8.07 acre tract, same being a point in the west line of a called 10.59 acre tract conveyed to Cathy Lynne Broun recorded in Document No. 2015035808 of the Official Public Records of Williamson County, Texas, also being the northeast corner of said 4.42 acre tract for a northeast corner hereof;

THENCE S 19°06'58" E, with the west line of said 10.59 acre tract, same being the east line of said 4.42 acre tract, a distance of **26.23 feet** to an iron rod with cap marked "Baker-Aicklen" found at the southwest corner of said 10.59 acre tract, same being the northwest corner of said 40.23 acre tract, also being a point in the east line of said 4.42 acre tract for a northeast ell corner hereof;

THENCE N 69°32'13" E, with the south line of said 10.59 acre tract, same being the north line of said 40.23 acre tract, a distance of **556.88 feet** to a ½" iron rod found at the southeast corner of said 10.59 acre tract, same being the northwest corner of said 40.23 acre tract, also being a point in the west line of Cold Springs Section 6 recorded in Document No. 2013089271 of the Official Public Records of Williamson County, Texas, for the easternmost northeast corner hereof;

THENCE with the east line of said 40.23 acre tract, same being the west line of said Cold Springs, Section 5, the west line of Cold Springs, Section 6 recorded in Document No. 2014020708 of the Official Public Records of Williamson County, Texas, and Lot 28, Block K of Cold Springs Section 2 recorded in Document No. 2012008535 of the Official Public Records of Williamson County, Texas the following five (5) courses and distances:



1. **S 20°50'01" E**, a distance of **492.76 feet** to a ½" iron rod found,
2. **S 20°43'57" E**, a distance of **517.81 feet** to a ½" iron rod found,
3. **S 21°27'25" E**, a distance of **980.73 feet** to a ½" iron rod found,
4. **S 20°57'44" E**, a distance of **821.91 feet** to a ½" iron rod found, and
5. **S 22°15'59" E**, a distance of **346.77 feet** to a calculated point at the southeast corner of said 40.23 acre tract, also being a point in the line as described in Boundary Line Agreement recorded in Volume 394, Page 390 of the Deed Records of Williamson County, Texas, also being a point in the north line of Lot 00, Block B of the Lakewood County Estate Phase 1 recorded in Cabinet C, Slide 295 of the Plat Records of Williamson County, Texas for the southeast corner hereof;

THENCE with the south line of said 40.23 acre tract, with the south line of said 40.24 acre tract, with the line as described in said Boundary Line Agreement, same being the north line of said Lakewood Country Estates Phase 1, with the north line of Lakewood Country Estate Phase 1, Replat of a portion of Lot 8, Block B recorded in Document No. 2011027213 of the Official Public Records of Williamson County, Texas and the north line of Lakewood Country Estate phase 1, Replat of Lots 6 & 7, Block B recorded in Document No. 2005007176 of the Official Public Records of Williamson County, Texas, the following five (5) courses and distances:

1. **S 68°56'07" W**, a distance of **322.57 feet** to a calculated angle point,
2. **S 35°14'07" W**, a distance of **168.01 feet** to a calculated angle point,
3. **S 64°41'01" W**, a distance of **228.94 feet** to a calculated angle point,
4. **S 69°53'48" W**, a distance of **198.02 feet** to a calculated angle point, and
5. **S 88°13'48" W**, a distance of **350.62 feet** to a calculated point at the southwest corner of said 40.24 acre tract, same being the southeast corner of a called 66.49 acre tract conveyed to the Richard and Linda Davis Living Trust recorded in Document No. 2014013495 of the Official Public Records of Williamson County, Texas, also being the northwest corner of Lot A of said Lakewood Country Estate Phase One, Replat of a Portion of Lot 8, Block B, same being the northeast corner of Lot 7B of said Lakewood County Estate Phase 1, Replat of Lots 6 & 7, Block B for the southernmost southwest corner hereof;



THENCE departing the north line of said Lakewood Country Estate Phase One, Replat of a Portion of Lot 8, Block B, and north line of said Lakewood County Estate Phase 1, Replat of Lots 6 & 7, Block B, with the east line of said 66.49 acre tract, same being the west line of said 40.24 acre tract, the following four (4) courses and distances:

1. **N 25°14'12" W**, a distance of **98.81 feet** to ½" iron rod found,
2. **N 20°04'12" W**, a distance of **278.24 feet** to an iron rod with cap marked "Forest" found,
3. **N 19°51'20" W**, a distance of **766.54 feet** to a ½" iron rod found, and
4. **N 19°48'07" W**, a distance of **425.01 feet** to an iron rod with cap marked "Forest" found at the easternmost northeast corner of said 66.49 acre tract, same being the southeast corner of said 19.81 acre tract, also being a point in the west line of said 40.24 acre tract for a southwest ell corner hereof;

THENCE S 86°15'01" W, departing the west line of said 40.24 acre tract, with a north line of said 66.49 acre tract, same being the south line of said 19.81 acre tract, a distance of **993.54 feet** to a found cotton gin spindle at the northeast ell corner of said 66.49 acre tract, same being the southwest corner of said 19.81 acre tract for the westernmost southwest corner hereof;

THENCE N 15°43'28" W, with an east line of said 66.49 acre tract, same being the west line of said 19.81 acre tract, a distance of **684.17 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found at a northeast corner of said 66.49 acre tract, same being a point in the south line of a called 2.473 acre tract conveyed to Premas Global Leander 1, LLC recorded in Document No. 2009008606 of the Official Public Records of Williamson County, Texas, also being the westernmost northwest corner of said 19.81 acre tract for an angle point hereof;

THENCE N 69°29'14" E, departing the east line of said 66.49 acre tract, with the south line of said 2.473 acre tract, same being the north line of said 19.81 acre tract, a distance of **216.92 feet** to a ½" iron rod found at the southeast corner of said 2.473 acre tract, same being a northwest ell corner of said 19.81 acre tract for a northwest ell corner hereof;

THENCE N 18°57'09" W, with the east line of said 2.473 acre tract, same being a west line of said 19.81 acre tract, a distance of **162.28 feet** to a 1" iron pipe found at the northernmost northwest corner of said 19.81 acre tract, same being the southwest corner of said Lot 3, Block A, also being a point in the east line of said 2.473 acre tract;

THENCE continuing with the east line of said 2.473 acre tract, with the east line of a called 5.84 acre tract conveyed to Crystal Falls Ortho LLC recorded in Document No. 2015047882 of the



Official Public Records of Williamson County, Texas, same being the west line of said Lot 3, Block A the following five (5) courses and distances:

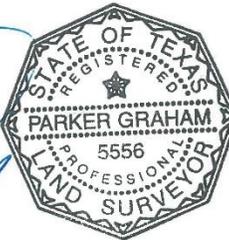
1. **N 19°07'46" W**, a distance of **177.08 feet** to a ½" iron rod found,
2. **N 19°20'48" W**, a distance of **94.71 feet** to a ½" iron rod found,
3. **N 18°00'37" W**, a distance of **70.75 feet** to a ½" iron rod found,
4. **N 19°15'44" W**, a distance of **530.25 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found, and
5. **N 19°07'49" W**, a distance of **104.68 feet** to an iron rod with cap marked "Baker-Aicklen" found at the southwest corner of Lot 1A, Block A of said Amended Final plat of Lots 1 & 2 of Crystal Springs, same being the westernmost northwest corner of said Lot 3, Block A, also being the westernmost northwest corner of said Lot 3 for the westernmost northwest corner hereof;

THENCE N 69°18'51" E, with the south line of said Lot 1A, Block A and with the south line of said Lot 2A, Block A, same being a north line of said Lot 3, Block A, a distance of **454.91 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found;

THENCE N 69°18'58" E, continuing with the south line of said Lot 2A, Block A, same being a north line of said Lot 3, Block A, a distance of **315.18 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found at the southeast corner of said Lot 2A, Block A, same being the northwest ell corner of said Lot 3, Block A;

THENCE N 20°41'02" W, with the east line of said Lot 2A, Block A, same being a west line of said Lot 3, Block A, a distance of **300.02 feet** to the **POINT OF BEGINNING** and containing 128.40 acres in the City of Leander, Williamson County, Texas. Said tract being described in accordance with a survey prepared under Job No. 50943-00 by Pape Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: November 16, 2016
JOB No.: 50943-00
DOC.ID.: H:\survey\CIVIL\50943-00\Word\50943-00_128.40Ac.docx
TBPE Firm Registration #470
TBPLS Firm Registration #100288-01

 **PAPE-DAWSON
ENGINEERS**


EXHIBIT C

SEC ID	Property ID	Name	Street Address	City	State	Zip
A	R031265	LEANDER T S D TRUSTEE	PO BOX 218	Leander	Texas	78646-0218
B	R031202	BROWN, CATHY LYNNE	PO BOX 1369	Leander	Texas	78646
C	R432777	BROWN, CATHY LYNNE	PO BOX 1369	Leander	Texas	78646
D	R051458	BROWN, DAVID O & MARY	10850 E CRYSTAL FALLS PKWY	Leander	Texas	78641
E	R031203	BROWN, CATHY LYNNE	PO BOX 1369	Leander	Texas	78646
F	R524092	ZHANG, LUIE & HONGWEI TIAN	1721 CACTUS MOUND DR	Leander	Texas	78641
G	R524093	PICHINI, PETER Q	1725 CACTUS MOUNT DR	Leander	Texas	78641
H	R524094	AHJUA, VIVEK	1729 CACTUS MOUNT DR	Leander	Texas	78641
I	R524084	CHEN, JINGE J	2001 SUZANNE KELLI DR	Leander	Texas	78641
J	R524095	MYERS, SHAWN L & CRYSTAL M	1733 CACTUS MOUND DR	Leander	Texas	78641
K	R524096	MADDEN, LESLIE E & CHRISTOPHER M	1737 CACTUS MOUND DR	Leander	Texas	78641
L	R524097	CHUNG, HE U & JEE HYE JUNG	1741 CACTUS MOUND DR	Leander	Texas	78641
M	R524098	ENOCHS, BRETT A & MELISSA M	1745 CACTUS MOUND DR	Leander	Texas	78641
N	R524099	LANDEROS ALFONSO LOPEZ SALGADO & FLORENCIA CARRILLO ZERMENO	1749 CACTUS MOUND DR	Leander	Texas	78641
O	R524074	DECKER, MARK B & JESSICA S	2000 SUZANNE KELLI DR	Leander	Texas	78641
P	R524082	BUSIGIN, LILYA	2001 AUGUST JAKE DR	Leander	Texas	78641
Q	R524100	NIGHTINGALE, THOMAS & CONSTANCE	1753 CACTUS MOUND DR	Leander	Texas	78641
R	R524101	ROGERS, TIFFANY D & CLINTON W	1801 CACTUS MOUND DR	Leander	Texas	78641
S	R524102	SPARSCHU, ANGELOUQUE & BRIAN G	1805 CACTUS MOUND DR	Leander	Texas	78641
T	R524069	ORTIZ, PAMELA B	1820 ELAINA LOOP	Leander	Texas	78641-2718
U	R524103	SHERRILL, ALAN R & CLAUDIA K	1809 CACTUS MOUND DR	Leander	Texas	78641
V	R524104	GRANDE, EDMUNDO A JR & CAROLINA	1813 CACTUS MOUND DR	Leander	Texas	78641
W	R524068	THOMPSON PAUL SCOTT & KELLY	1812 CACTUS MOUND DR	Leander	Texas	78641
X	R524067	STOCKTON, JONATHAN D & SHANNON L	1816 CACTUS MOUND DR	Leander	Texas	78641
Y	R524105	KASER, LYDIA & KEITH S	129 KING ELDER LN	Leander	Texas	78641
Z	R524106	SWARTZ, STEPHEN J & JULIE L	1821 CACTUS MOUND DR	Leander	Texas	78641
A1	R524066	WILLIAMS, JOSEPH A & JENNIFER	1820 CACTUS MOUND DR	Leander	Texas	78641
B1	R524065	ZIEGLER, GINA M	1824 CACTUS MOUND DR	Leander	Texas	78641
C1	R524107	ZARUBA SMITH	1825 CACTUS MOUND DR	Leander	Texas	78641
D1	R524064	TERWAY, FRANCIS M	1828 CACTUS MOUND DR	Leander	Texas	78641
E1	R527440	LUTHER, THOMAS G & HELEN F	1900 CACTUS MOUND DR	Leander	Texas	78641
F1	R527420	MILLER, WILLIAM J & LINDSAY	1901 CACTUS MOUND DR	Leander	Texas	78641
G1	R527419	CABALLERO, ARTHUR JR & ERIN MICHELLE	1905 CACTUS MOUND DR	Leander	Texas	78641
H1	R527439	BAKER, CHARLES L & JENNIFER HUTTO BAKER	1904 CACTUS MOUND DR	Leander	Texas	78641
I1	R527438	YANTIS, MILBURN A & MARY G	2001 PRICKLY PEAR CV	Leander	Texas	78641
J1	R527418	RUPLE, JEREMY K	1909 CACTUS MOUND DR	Leander	Texas	78641
K1	R527417	KARLSON, JOHN AARON	1913 CACTUS MOUND DR	Leander	Texas	78641
L1	R527416	FITZGERALD, DERRICK JOHN & ANGELA LYNN	1917 CACTUS MOUND DR	Leander	Texas	78641
M1	R527415	KAMAL, AFREEN & PLYAL	1921 CACTUS MOUND DR	Leander	Texas	78641
N1	R527430	BARNES, MARK D & SARAH M	2000 PRICKLY PEAR CV	Leander	Texas	78641
O1	R527429	FRIES, CHARLES & JANIS	2000 CACTUS MOUND DR	Leander	Texas	78641
P1	R527414	FRIES, KATHY	1925 CACTUS MOUND DR	Leander	Texas	78641
Q1	R527413	JOHNSON, DAVID G & LATASHA M	1929 CACTUS MOUND DR	Leander	Texas	78641
R1	R527412	BEHNKE, STEVEN M & RACHEL A	1933 CACTUS MOUND DR	Leander	Texas	78641
S1	R514539	LEANDER CITY OF	PO BOX 319	Leander	Texas	78646-0319
T1	R035946	LAKEWOOD LAND OWNERS ASSOC	PO BOX 1433	Cedar Park	Texas	78630-1433
U1	R035970	DILGER, THOMAS	144 WOODLAND TRL	Leander	Texas	78641-9201
V1	R510845	BAWCOW SUSAN K TRUSTEE OF SUSAN K BAWCOW REV MGT TRUST	8322 CROSS PARK DR	Austin	Texas	78754
W1	R510844	BAWCOW SUSAN K TRUSTEE OF SUSAN K BAWCOW REV MGT TRUST	8322 CROSS PARK DR	Austin	Texas	78754
X1	R468173	SHELLBERG, LEE P	149 LAKEWOOD TRL	Leander	Texas	78641-9204
Y1	R031199	TRUST	10760 E CRYSTAL FALLS PKWY	Leander	Texas	78641
Z1	R320075	PREMAS GLOBAL LEANDER 1 LLC	3101 ARGENTO PL	Cedar Park	Texas	78613-4357
A2	R031214	CRYSTAL FALLS ORTHO LLC	5900 PADRE CV	Austin	Texas	78731
B2	R534495	GOOD EARTH DAY SCHOOL LLC	10820 E CRYSTAL FALLS PKWY	Leander	Texas	78641-2249
C2	R534496	CVHS 272 LTD	502 BAYLOR ST	Austin	Texas	78703
D2	R526322	CVHS 272 LTD	502 BAYLOR ST	Austin	Texas	78703

LEGEND

	ACREAGE	DENSITY	UNITS
SFL - 2 - A / SFT-2-A BASE	65.9 ACRES	6.6 DU./AC.	436 UNITS
MAJOR R.O.W.	3.8 ACRES		
100 YR. FLOODPLAIN	46.8 ACRES		
PARKLAND INCLUDING RIPARIAN CORRIDOR	11.6 ACRES		
TOTAL	128.1 ACRES	3.4 DU./AC.	436 UNITS
HERITAGE TREES			



SEC Planning, LLC
Austin, Texas

LAND PLANNING
LANDSCAPE ARCHITECTURE
COMMUNITY BRANDING

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Austin, TX 78725
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www.secplanning.com
Email: info@secplanning.com

OWNER:
Century Land Holdings II, LLC
6500 River Place Blvd.
Bldg. 2, Suite 200
AUSTIN, TX 78730

EXHIBIT C
CONCEPTUAL SITE LAYOUT
AND LAND USE PLAN
CRYSTAL SPRINGS
LEANDER, TEXAS

B:\160118-CENT\Cadfiles\PLANNING\Submittals\October 2016 PUD Submittal\Concept Plan.dwg

Issued:	
1. PUD Submittal	10-04-2016
2. City Comment Resp.	10-21-2016
3.	
4.	
5.	

Revisions:

1.	
2.	
3.	
4.	
5.	

Issue Date: October 04, 2016

Drawn By: CJ
Reviewed By: MB

Project No.
160118-CENT

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NOTE: THIS PLAN IS CONCEPTUAL. ALL APPLICABLE CITY ORDINANCES SHALL APPLY UNLESS OTHERWISE NOTED IN THE PUD NOTES.

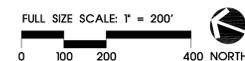
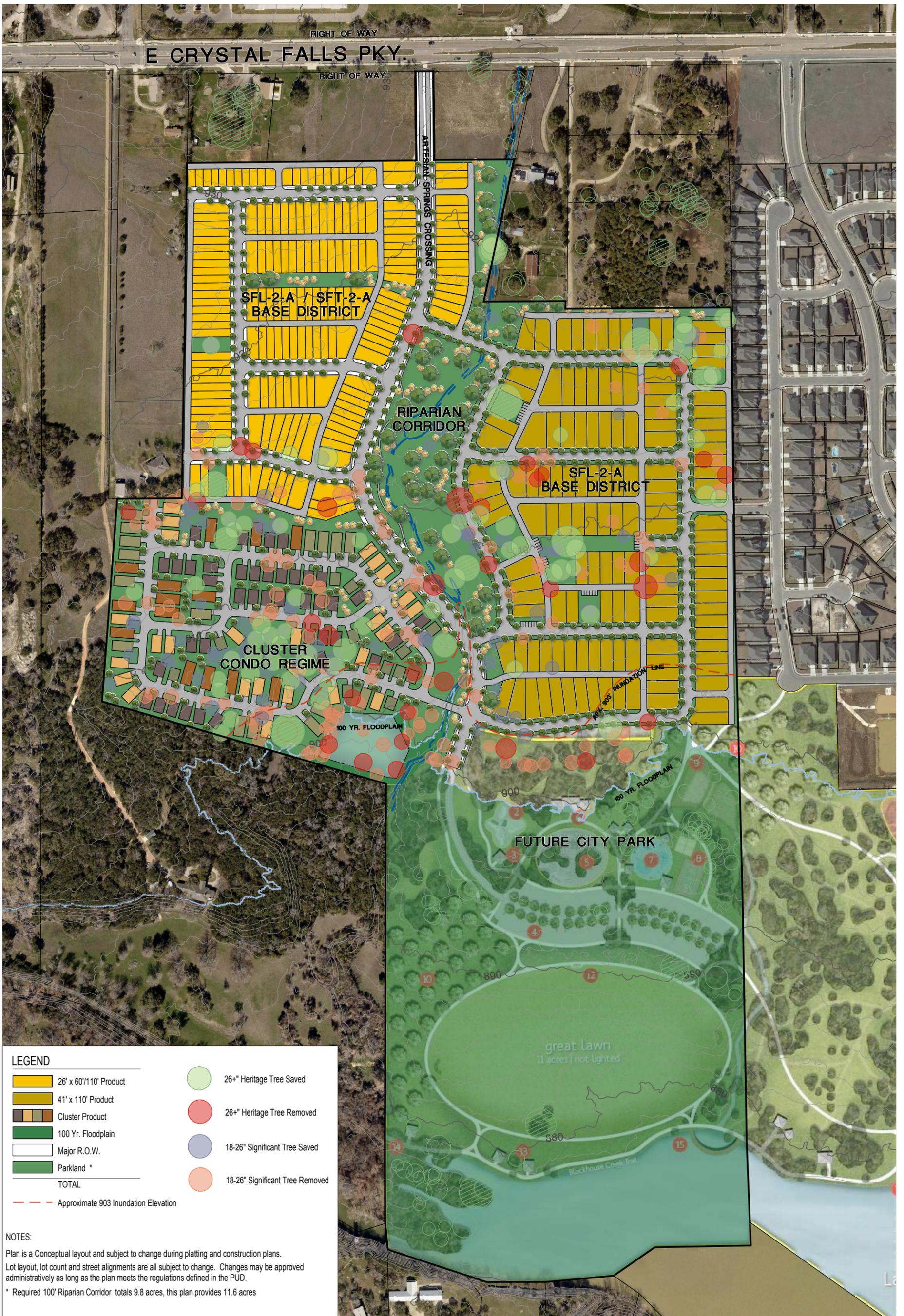


EXHIBIT C-1



LEGEND

	26' x 60'/110' Product		26+'' Heritage Tree Saved
	41' x 110' Product		26+'' Heritage Tree Removed
	Cluster Product		18-26'' Significant Tree Saved
	100 Yr. Floodplain		18-26'' Significant Tree Removed
	Major R.O.W.		
	Parkland *		
	TOTAL		
	Approximate 903 Inundation Elevation		

NOTES:
 Plan is a Conceptual layout and subject to change during platting and construction plans.
 Lot layout, lot count and street alignments are all subject to change. Changes may be approved administratively as long as the plan meets the regulations defined in the PUD.
 * Required 100' Riparian Corridor totals 9.8 acres, this plan provides 11.6 acres

EXHIBIT D

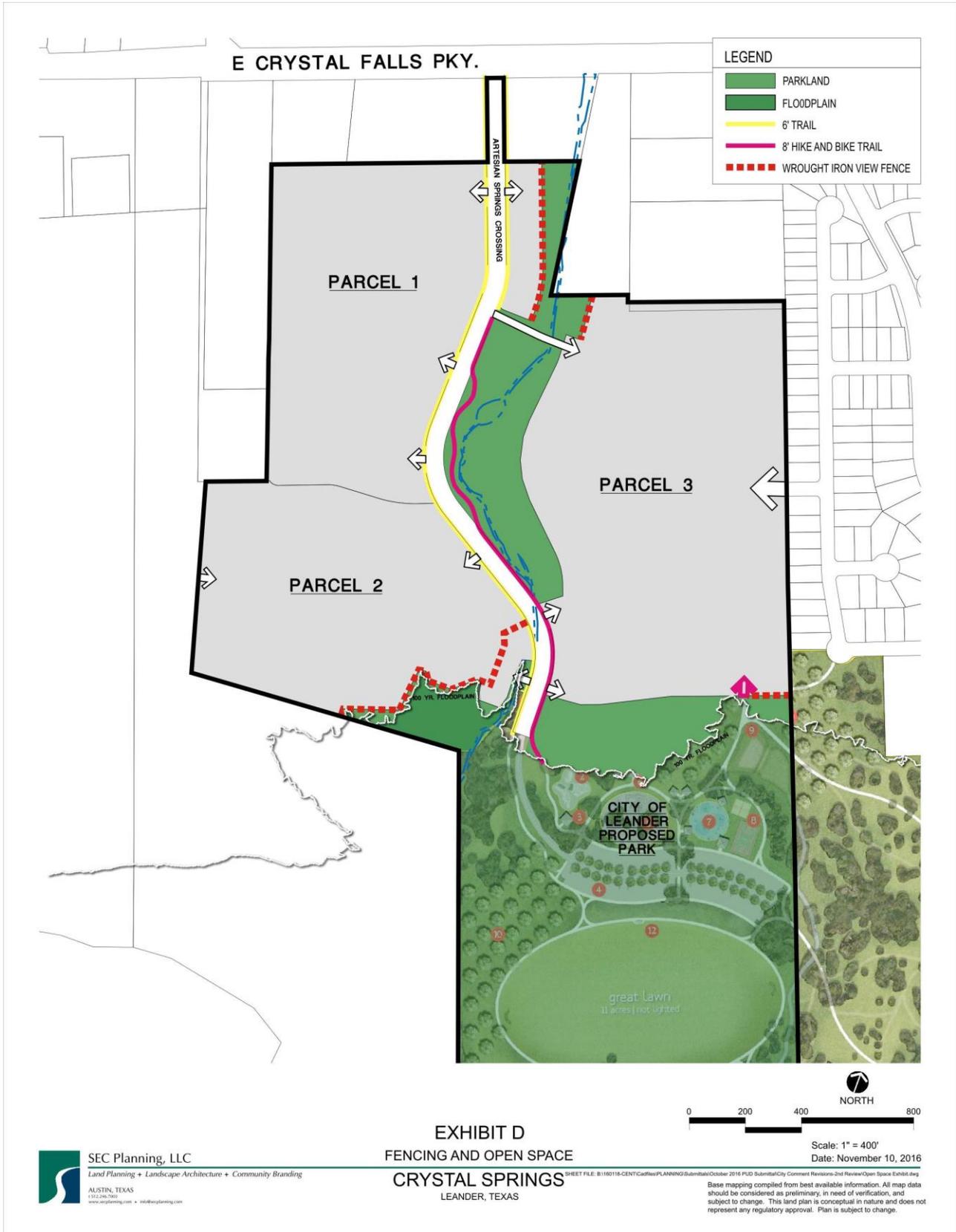
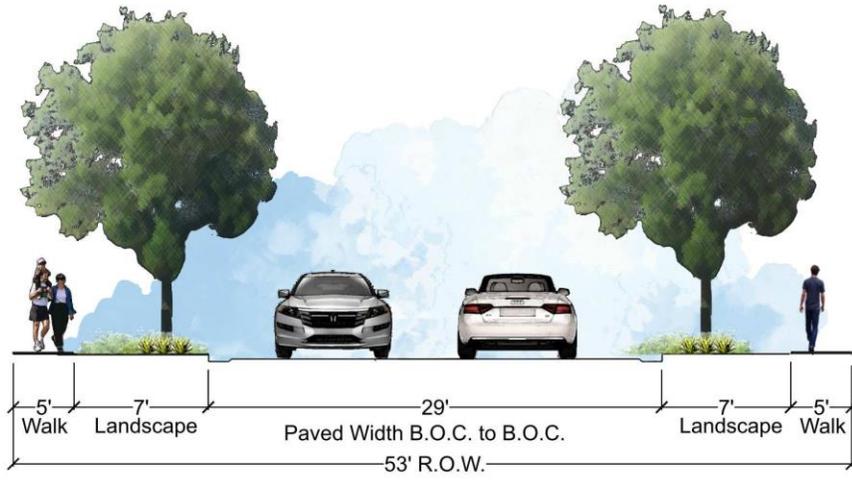
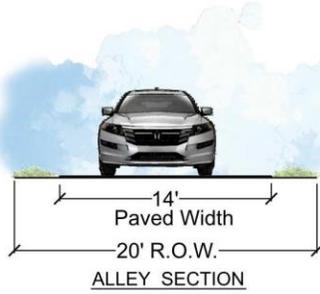
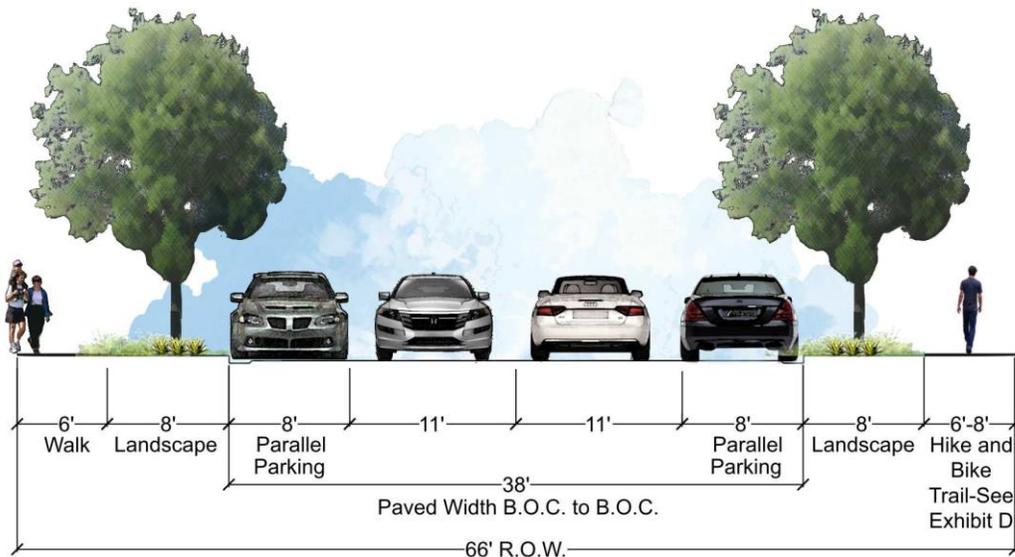


EXHIBIT E

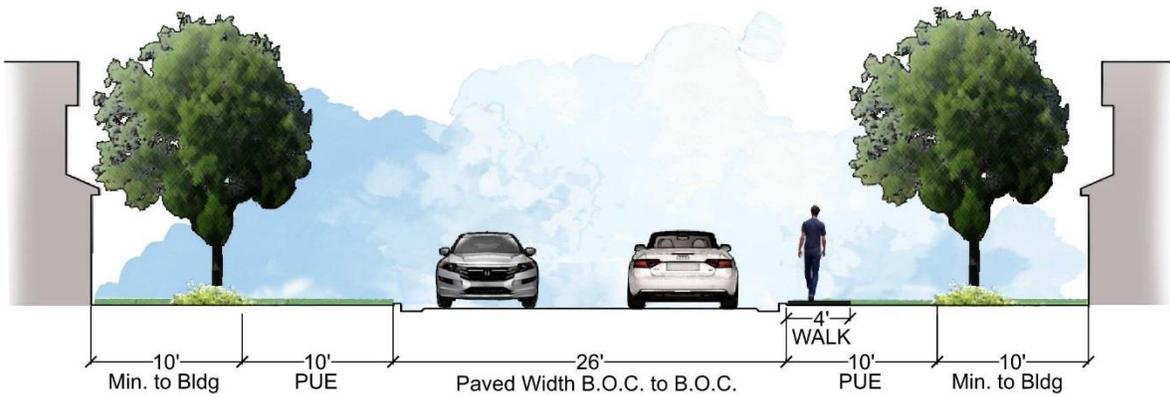


NEIGHBORHOOD STREET SECTION



COLLECTOR SECTION

EXHIBIT E – CONTINUED



CLUSTER HOUSING PRIVATE STREET SECTION

EXHIBIT F



EXHIBIT F - CONTINUED





October 4, 2016

City of Leander Planning Department
104 North Brushy Street
PO Box 319
Leander, Texas 78646-0319

Re: Crystal Springs PUD/Concept Plan Letter of Intent

Please find attached an application for a PUD Zoning submittal for the Crystal Springs Project, generally located south of Crystal Falls Parkway and east of 183-A. The land uses indicated on the City Comprehensive Land Use Map include Mixed Use Corridor along Crystal Falls Parkway with Neighborhood Residential designated on the remainder of the property.

The existing zoning categories for Crystal Springs are Single Family Compact and Single Family Urban. A PUD is being proposed to allow for increased density and additional product types, such as alley loaded single family small lots and detached cottage cluster homes. The proposed higher density products are in alignment with the desired uses within Mixed Use corridors as defined in the City Comprehensive Plan.

The applicant is proposing to utilize the City base zoning districts of SFU, SFC, SFL, and MF. Minimum percentages of land use have been defined in the PUD to ensure that a variety of product types are incorporated in the community. The small lot and cluster development will be concentrated on the west side of the community and the traditional single family residential lots will be located adjacent to Cold Springs on the east. Roadway connections will provide connectivity to the existing Cold Springs community as well as access to the City's Lakewood Community Park.

The Project will be designed to establish attractive neighborhoods for Leander by incorporating alleys for small lot product and incorporating street trees into all internal streets. Two six (6') foot wide concrete walks will be provided on each side of the internal residential collector to provide connectivity between Lakewood Community Park, the residential neighborhoods and adjacent commercial development. Additionally, over 40% of the overall site acreage will be designated park and open space.

Additional information describing the Project is contained within the attached Crystal Springs PUD. Thank you for considering this new Leander community.

Sincerely,

Mark Baker
Principal

Robin Griffin

From:
Sent: Tuesday, November 22, 2016 2:42 PM
To: Robin Griffin
Subject: Fwd: New Community Behind Cactus Mound (Cold Springs)

Sent from my iPhone

Begin forwarded message:

From: Clinton Rogers
Date: November 22, 2016 at 2:26:28 PM CST
To: "rgriffin@leandertx.org" <rgriffin@leandertx.org>
Subject: New Community Behind Cactus Mound (Cold Springs) **Reply-To:** Clinton Rogers

Hi Robin,

I just wanted to express my concern for the new community alley backing up to Cactus Mound in Cold Springs. Our backyards are not very large and our kids play in them often. It would be nice if the back alley was zoned for a green space between the road and our fence line. My concern is that someone could back into our fence and hurt someone.

I will not be able to attend the public hearing tonight and appreciate you taking the time to read my email.

Thanks for your time,
Clint Rogers
1801 Cactus Mound Dr
Leander, Tx 78641
512-743-9473

Robin Griffin

From:
Sent: Tuesday, November 22, 2016 1:07 PM
To: Robin Griffin
Subject: Crystal Springs

To whom it may concern:

I am a resident of the Cold Springs neighborhood and would like to recommend that there is a buffer (a decent sized one) behind the fences of Cacuts Mound. I live on Grand Lake Parkway and it is very concerning that traffic from the park or an ally would be creating more traffic through our already busy neighborhood. The noise is also a concern since we can hear the traffic from 183A on a regular basis. Another concern is our property values decreasing with the added noise and traffic this will create. Those who live on that side of Cactus Mound will surely lose a lot in their property values as well.

Thank you,
Katherine McClellan

Sent via the Samsung GALAXY S® 5, an AT&T 4G LTE smartphone

November 22, 2016

Robin M. Griffin, AICP

Planning Manager

City of Leander

512-528-2763

Dear Robin,

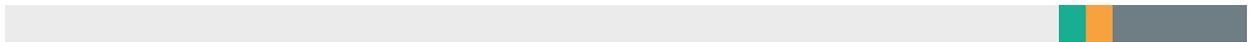
After reviewing the plans for the Crystal Springs PUD (16-Z-024 Att 7 Crystal Springs PUD Notes), I am overall satisfied with the design and I believe it will bring value to our community and the much needed park for all Leander residents. As a resident of Cactus Mound Drive, I kindly request a buffer between our community and the Crystal Springs community to be included in the plans. The main concern is the car alley which runs right along our backyard fences. The requested buffer should be landscaped with trees/shrubs and be approximately 30 feet wide as is the case between Cold Springs and Hazelwood communities.

Thank you for your consideration.

Warm regards,

Derrick and Angela Fitzgerald

1917 Cactus Mound Dr, Leander, TX 78641



Kathy Fries
1925 Cactus Mound Drive
Leander, TX 78641
512-784-6276

November 22, 2016

Members of the Zoning Commission and the Leander City Council:

My name is Kathy Fries. I live on Cactus Mound Drive in Cold Springs. My property backs directly to the new Crystal Springs development.

I am a single Mom and moved my family to Leander and to Cold Springs in particular so that we could enjoy living in a quite neighborhood. When I purchased my lot I was told that there would be high-end homes on large lots directly behind my back fence. That information played a crucial role in the selection process to choose my lot and to build my home.

According to the proposed plans for the new Crystal Springs development, the developer would like to put an alley directly behind my back fence. I am deeply concerned with this proposal. After having lived in my new home for only 2 years now, instead of the anticipation of sharing a back fence with one neighbor and their backyard, I'm now facing the prospect of having public access and regular vehicular and pedestrian traffic, trash trucks and etc. moving about directly behind the back of my property. With this new plan, those of us who live on this part of Cactus Mound Drive will now be living on a strip, with a street in front our homes and an alley directly behind our back fences. I would never have purchased this lot and built my home here if I knew that could be an option. That is not the design structure of the Cold Spring neighborhood, and those of us who live in this specific area of Cold Springs would be directly impacted by this modification more than anyone else. Unless something is done, I feel that my property value will be negatively impacted as well.

I would like to formally and humbly request that the zoning commission and the city council mandate that some type of significant buffer be placed between the back of our lots on Cactus Mound Drive and the alley of this new development. There are approximately 20 homes worth well over 6 million dollars collectively that will be directly impacted by this alley placement behind our back fences. We need relief from the impact of this proposed traffic way. The placement of a wall and/or perhaps a designated green space with significant trees and landscaping would be a vast improvement so we can have some type of real buffer from this alley.

Thank you for your consideration.

Kathy Fries

Kathy Fries

ORDINANCE NO #

ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING SEVERAL PARCELS OF LAND FROM SFC-2-B (SINGLE-FAMILY COMPACT) AND SFU-2-B (SINGLE-FAMILY URBAN) TO PUD (PLANNED UNIT DEVELOPMENT) WITH THE BASE ZONING DISTRICTS OF SFL-2-A (SINGLE-FAMILY LIMITED), SFL-2-A (SINGLE-FAMILY LIMITED CONDO REGIME) AND SFT-2-A (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 parcel of land, which is herein referred to as the "Property:" That certain parcel of land being 128.1 acres, more or less, located in Leander, Williamson County, Texas, being more particularly described in Exhibit "C", generally located to the southeast of the intersection of Raider Way and East Crystal Falls Pkwy; legally described as Lot 3, Block A of the Crystal Springs Short Form Final, more particularly described in Instrument Numbers 2013067009, 2013067007, and 2013067545 Official Public Records of Williamson County, Texas, and identified by tax identification numbers R031204, R031205, R031206, R526321, R523989, and R523991.

Section 4. Property Rezoned. The Zoning Ordinance is hereby amended by changing the zoning district for the Property from SFC-2-B (Single-Family Compact) and SFU-2-B (Single-Family Urban) to PUD (Planned Unit Development) with a base zoning districts of SFL-2-A (Single-Family Limited), SFL-2-A (Single-Family Limited Condo Regime), and SFT-2-A (Single-

Family Townhouse) known as the Crystal Springs PUD. The PUD shall be developed and occupied in accordance with this Ordinance, the PUD plan attached as Exhibits “A”, “B”, “C”, “D”, “E”, and “F”, 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 1st day of December, 2016.
FINALLY PASSED AND APPROVED on this the 15th day of December, 2016.

THE CITY OF LEANDER, TEXAS

ATTEST:

Christopher Fielder, Mayor

Debora Penberg, Interim City Secretary

EXHIBIT A

CRYSTAL SPRINGS - PUD

A. Purpose and Intent

1. The Crystal Springs PUD is composed of approximately one hundred twenty-eight (128) acres. The development of this property is a single-family residential community with a variety of product types ranging from attached and detached single family with garage accessed from a rear alley to cluster cottages.

B. Applicability and Base Zoning

1. All aspects regarding the development of this PUD shall comply with the City of Leander Composite Zoning Ordinance, except as established in this exhibit, titled **Exhibit A**. This PUD allows the flexibility to mix the various residential products and define boundaries for each product type during the preliminary plat process. Each plat submitted to the City will identify the use at the time of City Submittal.
2. For the purpose of establishing development standards for the PUD, the following base zoning districts have been selected from the Leander Composite Zoning Ordinance.
 - SFL-2-A (Single-Family Limited)
 - SFL-2-A (Single-Family Limited Condo Regime)
 - SFT-2-A (Single-Family Townhouse)

C. Conceptual Site Layout & Land Use Plan

1. 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 community vision and design concepts and is not intended to serve as a final document.
2. To ensure a variety and mix of residential product types within Crystal Springs, the following standards have been established. The general locations of the use components are shown in **Exhibits C and C-1**.
 - a. SFT-2-A (Single-Family Townhouse)
 - Minimum of twenty (20%) percent of the lots/units shall comply with SFT standards. Lots may not be greater than thirty five (35') feet
 - All SFT lots shall have garages accessed from a rear alley
 - b. SFL-2-A (Single-Family Limited)
 - Minimum of twenty (20%) percent of the lots/units shall be 41' feet wide or greater
 - All SFL lots shall have garages accessed from a rear alley
 - c. SFL-2-A (Single Family Limited Condominium Regime)
 - Maximum of thirty-five (35%) percent of the total lots/units
 - Multiple units may be constructed on a single lot as long as the units comply with the building envelopes.

3. Single Family lots/units shall not be platted adjacent to Lakewood Park on the south side of the property. A public street shall be located between the homes and the parkland. The homes shall face the parkland.
4. Single family lots/units adjacent to the collector roadways or open spaces shall front onto the collector or open space areas as shown on the Conceptual Lotting Plan (**Exhibit C-1**). Exhibit C-1 is conceptual and intended to show the general layout and lot orientation. Changes to the road network, lot sizes, and lot counts may be approved administratively, as long as they are in compliance with the regulations contained within this PUD.

D. Allowable / Prohibited Uses

1. The allowable uses shall be both detached and attached single-family dwellings on individually platted lots or detached cluster units planned as a condo regime on a single lot site plan.
2. The maximum lot/unit count shall be five hundred (500).

E. Development Standards

1. The Crystal Springs Development will comply with the Development Standards set forth in Table E.1.

	TABLE E.1 - RESIDENTIAL USES			
	SFL CONDO (Setbacks are for perimeter)	SFT ATTACHED (alley loaded garage)	SFT DETACHED (alley loaded garage)	SFL DETACHED (alley loaded garage)
Lot Area (minimum)	n/a	1,500 s.f.	2,500 s.f.	4,100 s.f.
Lot Width (minimum)	n/a	20 ft.	20 ft.	41 ft.
Front Setback (minimum)	10 ft.	5 ft. Min./ 15 ft. Max. ²	10 ft. / 15 ft. ¹	10 ft. / 15 ft. ¹
Side Setback (minimum)	10 ft. building separation	0/5 ft.	3 ft. ³	5 ft. ³
Street Side Setback (minimum)	10 ft.	10 ft.	10 ft.	10 ft.
Rear Setback (minimum)	10 ft.	6 ft.	6 ft.	6 ft.
Lot Depth (minimum)	n/a	60 ft.	100 ft.	100 ft.
Building envelope (minimum)	35' x 50'	n/a	n/a	n/a

- (1) The front wall shall be set back a minimum of ten (10') feet from the front property line, but no more than fifteen (15') feet. Porches, Awnings, and Chimneys may encroach within the front yard setback area up to five (5') feet from the front property line. Roof overhangs may encroach within this front yard setback area up to two (2') feet from the building setback line. Uncovered steps, porches, and stoops may also encroach with this front yard setback area, however, any columns or support posts must remain at or behind the five (5') foot setback.
- (2) The front wall of attached units will be set back by a minimum of five (5') feet from the front property line but not more than fifteen (15') feet. Porches, entries, chimneys and roof overhangs may encroach into the setback area by up to two (2') feet.
- (3) Roof overhangs may encroach up to eighteen (18") inches into the side setback. Three (3') foot side setbacks require compliance with the requirements of the Fire and Building Codes and review by the Fire Marshall and Building Official.

F. Drainage Dedication and Facilities

1. The detention facilities shall not contain any concrete walls. All sides of the detention facilities shall be sloped earth so as to create a more natural looking feature.
2. A waiver to the setback requirements of the Riparian Corridor has been requested for this PUD. The Corridor width shall vary as illustrated on **Exhibit C**. The setback distance can vary from narrower to wider within the development so long as the overall acreage of land for the setback is achieved and the minimum setback is twenty five (25') feet from the centerline of the riparian corridor. The minimum acreage that will be provided to meet this requirement shall be nine point eight (9.8) acres, which is the quantity of land if a consistent 100' setback on each side of the centerline were calculated.

G. Parkland and Landscaping

1. A Six (6') foot concrete sidewalk shall be provided on the west side of the Collector Roadway as shown on **Exhibit D**. An eight (8') foot concrete hike and bike trail shall be provided on the east side of the Collector Roadway as shown on **Exhibit D** and shall connect to the conceptual trail that leads into Lakewood Community Park.
2. According to the project tree survey, 141 Heritage trees are located within Crystal Springs and are illustrated on **Exhibit C**. In order to implement the community master plan, up to 42 of the 141 Heritage trees may be removed. Mitigation for the removed Heritage trees shall include tree replacement at a 3:1 caliper inch basis.
3. Any Significant Tree removal within Crystal Springs shall be mitigated in accordance with the Leander Composite Zoning Ordinance.
4. Street trees shall be an allowable source of tree mitigation.
5. A six (6') foot wrought iron or decorative tubular metal fencing, shall be utilized where the single family residential areas back up to the riparian greenbelt that bisects the property. Please refer to the **Exhibit D** for the approximate locations of the wrought iron fence.
6. Street trees are required as indicated below:
 - i. One (1) two (2") caliper inch street tree shall be planted at a spacing not to exceed thirty (30') feet along the Collector Roadway.
 - ii. One (1) two (2") caliper inch street tree shall be planted at a spacing not to exceed thirty (30') feet along the neighborhood streets within single family neighborhoods.
 - iii. Street trees are not required along private drive within the condo regime neighborhood.
 - iv. The street tree shall count towards the tree planting requirements interior to the lot. For lots 41 feet in width or wider, a minimum of one (1) two (2") caliper inch tree is required per lot in addition to the one (1) street tree. One (1) three and a half (3.5") caliper inch street tree may be planted in lieu of the tree required within the interior of the lot. Credit for existing trees may be assessed for each lot based on the proximity to the proposed roadway and the tree type and size.
 - v. For SFL or SFT lots, only the street tree is required as long as the front setback is a maximum of ten (10') feet.
 - vi. Street trees shall be planted between the back of curb and the sidewalk in a location specified as part of the Subdivision Construction Plans.

- vii. Tree species shall be chosen from an approved list of street trees provided by the City of Leander and species shall be uniform along each street. The street tree species selected for each street shall be identified on the approved Preliminary Plat and Subdivision Construction Plans.
- viii. Geomembrane, linear panel, or City approved root barriers are required between the tree and the curb and sidewalk.
- ix. Street trees may be planted at the time of home construction on each lot and it shall be the responsibility of the individual homeowners to maintain the street tree(s) adjacent to their lot. The homeowner's association (HOA) established for the subdivision shall include provisions for the requirement of the street tree maintenance by the homeowner on all local street residential lots and by the HOA on all residential collector streets.

H. Architectural Standards

1. All residential product shall be designed with the Type A Architectural Component, unless otherwise amended by this section.
2. The definition of masonry shall include cementitious-fiber planking (not panels unless they are used with a board and batten application), stone, brick or stucco as long as the homes substantially comply with the elevations shown in **Exhibit F**. Prototypical home representations are included as **Exhibit F** to this PUD to illustrate the general architectural style planned for the community. The images are not to be interpreted as the only elevations allowed within the community or a final product, but merely to represent the general intent for the street scene and home style.
3. All SFL individually platted lots and SFT lots shall have garages accessed from an alley. All SFL Condo units shall comply with the garage standards listed below. For the purposes of this ordinance, the private drive shall be considered a street.
 - a. Single-family and two-family residential dwelling street-facing garage standards. To prevent residential streetscapes from being dominated by garage doors, and to allow the visually interesting features of the house to dominate the streetscape, the following standards shall apply:
 - (1) Except as provided for in this subsection, street-facing garages must be recessed at least five (5) feet behind the ground floor living area of the dwelling or a roof-covered porch that is at least seven (7) feet wide by six (6) feet deep.
 - (2) The total width of the garage door openings of a garage with street-facing doors shall be no more than fifty (50) percent of the ground floor street-facing linear building frontage.
 - (3) Street-facing garages that have a total garage door opening width that is less than forty (40) percent of the ground floor street-facing linear building frontage width, may be in-line with the ground floor living area or roof-covered porch that is at least seven (7) feet wide by six (6) feet deep.
 - (4) Street-facing garages that have a total garage door opening width of less than forty (40) percent of the ground floor street-facing linear building frontage width and that incorporate enhanced architectural features as described in this section, may protrude up to five (5) feet in front of the ground floor living area of the dwelling or roof-covered porch that is at least seven (7) feet wide by six (6) feet deep, but in no case shall the garage be setback from the street less than the minimum setback for the zoning district.
 - (5) Street-facing three car garages that have a total garage door opening width of less than fifty (50) percent of the ground floor street-facing linear building frontage width and

that incorporate enhanced architectural features as described in this section, may have up to two (2) bays of the garage protrude up to five (5) feet in front of the ground floor living area of the dwelling or roof-covered porch that is at least seven (7) feet wide by six (6) feet deep, but in no case shall the garage be setback from the street less than the minimum setback for the zoning district. The third bay of the garage shall be located in-line with the ground floor living area of the dwelling or roof-covered porch that is at least seven (7) feet wide by six (6) feet deep.

- (6) For garages that meet the standards of subsection (4) or (5) and where the site topography (typically slopes greater than 10% or for other similar topography as allowed by the Planning Director) requires stairs from the garage into the living space, the garage may protrude up to eight (8) feet in front of the ground floor living area of the dwelling or roof-covered porch that is at least seven (7) feet wide by six (6) feet deep, but in no case shall the garage be setback from the street less than the minimum building setback for the zoning district.
- (7) The Planning Director may approve garage placement that does not meet the standards of this section in the case of unique site conditions including the existence of significant trees, extreme topography and similar natural features.
- (8) For the purposes of this subsection, enhanced architectural features shall include:
 - i. Architectural garage doors that are painted to match the color scheme of the house and include decorative hardware; or
 - ii. Doors that have a natural wood appearance; and
 - iii. Both a. and b. above must also be combined with at least one of the following features:
 1. a garage door recess of at least two (2) feet;
 2. a roof overhang over the garage doors with supporting architectural columns that extends at least two (2) feet in front of the garage doors; or
 3. any similar architectural feature, approved by the Planning Director, that diminishes the prominence of the garage doors on the street-facing building facade.
- (9) Garages accessed from rear alleys are exempt from the standards of this section.
- (10) Second or higher floor living areas do not count toward the measurement of ground floor street-facing linear building frontage.

I. Transportation

1. Crystal Springs will include a range of street types. A collector roadway will be developed to provide a central spine road connecting Crystal Falls Parkway to the Lakewood Community Park. The SFL Condo neighborhood will contain private streets that will be developed as a single lot, condo regime site plan. Single-family detached lots will be served by local streets or open space in the front and garages will be accessed by rear alleys. Street sections are defined for the various street types on **Exhibit E**.

EXHIBIT B



FIELD NOTES

FOR

A 128.40 ACRE TRACT OF LAND, BEING ALL OF LOT 3, BLOCK A OF THE SHORT FORM FINAL PLAT OF CRYSTAL SPRINGS RECORDED IN DOCUMENT NO. 2014003978 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING ALL OF A CALLED 19.81 ACRE TRACT CONVEYED TO BLD CRYSTAL SPRINGS, LLC RECORDED IN DOCUMENT NO. 2013067545 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING ALL OF A CALLED 40.24 ACRE TRACT CONVEYED TO BLD CRYSTAL SPRINGS, LLC RECORDED IN DOCUMENT NO. 2013067546 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING ALL OF A CALLED 40.23 ACRE TRACT CONVEYED TO BLD CRYSTAL SPRINGS, LLC RECORDED IN DOCUMENT NO. 2013067546 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, ALSO BEING ALL OF A CALLED 4.42 ACRE TRACT CONVEYED TO BLD CRYSTAL SPRINGS, LLC RECORDED IN DOCUMENT NO. 2013067546 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SITUATED IN THE WALTER CAMPBELL SURVEY, ABSTRACT NO. 3 IN THE CITY OF LEANDER, WILLIAMSON COUNTY, TEXAS. SAID 128.40 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE:

BEGINNING at a ½" iron rod with yellow cap marked "Pape-Dawson" found in the south right-of-way line of E. Crystal Falls Parkway, a variable width right-of-way, same being the northeast corner of Lot 2A, Block A of the Amended Final Plat of Lots 1 & 2 of Crystal Springs recorded in Document No. 2014095166 of the Official Public Records of Williamson County, Texas, also same being the northernmost northwest corner of said Lot 3, Block A, for the northernmost northwest corner and **POINT OF BEGINNING** hereof;

THENCE N 69°18'58" E, with the south right-of-way line of said E. Crystal Falls Parkway, same being the northernmost line of said Lot 3, Block A, a distance of **60.01 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found at the northwest corner of Lot 4, Block A of said Short Form Final Plat of Crystal Springs, same being northernmost northeast corner of said Lot 3, Block A, for the northernmost northeast corner hereof;

THENCE S 20°41'02" E, departing the south right-of-way line of said E. Crystal Falls Parkway, with the west line of said Lot 4, Block A, same being an east line of said Lot 3, Block A, a distance of **300.02 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found at

TBPE Firm Registration #470 | TBPLS Firm Registration #10028801
Austin | San Antonio | Houston | Fort Worth | Dallas
Transportation | Water Resources | Land Development | Surveying | Environmental
7800 Shoal Creek Blvd., Suite 220 West, Austin, TX 78757 T: 512.454.8711 www.Pape-Dawson.com

the southwest corner of said Lot 4, Block A, same being a northeast ell corner of said Lot 3, Block A;

THENCE N 69°19'45" E, with the south line of said Lot 4, Block A, same being a north line of said Lot 3, Block A, a distance of **270.76 feet** to an iron rod with cap marked "Baker-Aicklen" found at the southeast corner of said Lot 4, Block A, same being a point in the west line of the remnant portion of a called 8.07 acre tract conveyed to Neil R. Kenagy and Karen V. Kanagy of the Official Public Records of Williamson County, Texas, same being the easternmost northeast corner of said Lot 3, Block A for the easternmost northeast corner hereof;

THENCE S 07°58'21" E, with the west line of said remnant portion of an 8.07 acre tract, same being the east line of said Lot 3, Block A, a distance of **501.63 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found at the southwest corner of said remnant portion of a 8.07 acre tract, same being the northwest corner of said 4.42 tract for a northeast ell corner hereof;

THENCE N 69°33'35" E, with a south line of said remnant portion of an 8.07 acre tract, same being the north line of said 4.42 acre tract, a distance of **274.86 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found at the southeast corner of said remnant portion of an 8.07 acre tract, same being a point in the west line of a called 10.59 acre tract conveyed to Cathy Lynne Broun recorded in Document No. 2015035808 of the Official Public Records of Williamson County, Texas, also being the northeast corner of said 4.42 acre tract for a northeast corner hereof;

THENCE S 19°06'58" E, with the west line of said 10.59 acre tract, same being the east line of said 4.42 acre tract, a distance of **26.23 feet** to an iron rod with cap marked "Baker-Aicklen" found at the southwest corner of said 10.59 acre tract, same being the northwest corner of said 40.23 acre tract, also being a point in the east line of said 4.42 acre tract for a northeast ell corner hereof;

THENCE N 69°32'13" E, with the south line of said 10.59 acre tract, same being the north line of said 40.23 acre tract, a distance of **556.88 feet** to a ½" iron rod found at the southeast corner of said 10.59 acre tract, same being the northwest corner of said 40.23 acre tract, also being a point in the west line of Cold Springs Section 6 recorded in Document No. 2013089271 of the Official Public Records of Williamson County, Texas, for the easternmost northeast corner hereof;

THENCE with the east line of said 40.23 acre tract, same being the west line of said Cold Springs, Section 5, the west line of Cold Springs, Section 6 recorded in Document No. 2014020708 of the Official Public Records of Williamson County, Texas, and Lot 28, Block K of Cold Springs Section 2 recorded in Document No. 2012008535 of the Official Public Records of Williamson County, Texas the following five (5) courses and distances:



1. **S 20°50'01" E**, a distance of **492.76 feet** to a ½" iron rod found,
2. **S 20°43'57" E**, a distance of **517.81 feet** to a ½" iron rod found,
3. **S 21°27'25" E**, a distance of **980.73 feet** to a ½" iron rod found,
4. **S 20°57'44" E**, a distance of **821.91 feet** to a ½" iron rod found, and
5. **S 22°15'59" E**, a distance of **346.77 feet** to a calculated point at the southeast corner of said 40.23 acre tract, also being a point in the line as described in Boundary Line Agreement recorded in Volume 394, Page 390 of the Deed Records of Williamson County, Texas, also being a point in the north line of Lot 00, Block B of the Lakewood Country Estate Phase 1 recorded in Cabinet C, Slide 295 of the Plat Records of Williamson County, Texas for the southeast corner hereof;

THENCE with the south line of said 40.23 acre tract, with the south line of said 40.24 acre tract, with the line as described in said Boundary Line Agreement, same being the north line of said Lakewood Country Estates Phase 1, with the north line of Lakewood Country Estate Phase 1, Replat of a portion of Lot 8, Block B recorded in Document No. 2011027213 of the Official Public Records of Williamson County, Texas and the north line of Lakewood Country Estate phase 1, Replat of Lots 6 & 7, Block B recorded in Document No. 2005007176 of the Official Public Records of Williamson County, Texas, the following five (5) courses and distances:

1. **S 68°56'07" W**, a distance of **322.57 feet** to a calculated angle point,
2. **S 35°14'07" W**, a distance of **168.01 feet** to a calculated angle point,
3. **S 64°41'01" W**, a distance of **228.94 feet** to a calculated angle point,
4. **S 69°53'48" W**, a distance of **198.02 feet** to a calculated angle point, and
5. **S 88°13'48" W**, a distance of **350.62 feet** to a calculated point at the southwest corner of said 40.24 acre tract, same being the southeast corner of a called 66.49 acre tract conveyed to the Richard and Linda Davis Living Trust recorded in Document No. 2014013495 of the Official Public Records of Williamson County, Texas, also being the northwest corner of Lot A of said Lakewood Country Estate Phase One, Replat of a Portion of Lot 8, Block B, same being the northeast corner of Lot 7B of said Lakewood Country Estate Phase 1, Replat of Lots 6 & 7, Block B for the southernmost southwest corner hereof;



THENCE departing the north line of said Lakewood Country Estate Phase One, Replat of a Portion of Lot 8, Block B, and north line of said Lakewood County Estate Phase 1, Replat of Lots 6 & 7, Block B, with the east line of said 66.49 acre tract, same being the west line of said 40.24 acre tract, the following four (4) courses and distances:

1. **N 25°14'12" W**, a distance of **98.81 feet** to ½" iron rod found,
2. **N 20°04'12" W**, a distance of **278.24 feet** to an iron rod with cap marked "Forest" found,
3. **N 19°51'20" W**, a distance of **766.54 feet** to a ½" iron rod found, and
4. **N 19°48'07" W**, a distance of **425.01 feet** to an iron rod with cap marked "Forest" found at the easternmost northeast corner of said 66.49 acre tract, same being the southeast corner of said 19.81 acre tract, also being a point in the west line of said 40.24 acre tract for a southwest ell corner hereof;

THENCE S 86°15'01" W, departing the west line of said 40.24 acre tract, with a north line of said 66.49 acre tract, same being the south line of said 19.81 acre tract, a distance of **993.54 feet** to a found cotton gin spindle at the northeast ell corner of said 66.49 acre tract, same being the southwest corner of said 19.81 acre tract for the westernmost southwest corner hereof;

THENCE N 15°43'28" W, with an east line of said 66.49 acre tract, same being the west line of said 19.81 acre tract, a distance of **684.17 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found at a northeast corner of said 66.49 acre tract, same being a point in the south line of a called 2.473 acre tract conveyed to Premas Global Leander 1, LLC recorded in Document No. 2009008606 of the Official Public Records of Williamson County, Texas, also being the westernmost northwest corner of said 19.81 acre tract for an angle point hereof;

THENCE N 69°29'14" E, departing the east line of said 66.49 acre tract, with the south line of said 2.473 acre tract, same being the north line of said 19.81 acre tract, a distance of **216.92 feet** to a ½" iron rod found at the southeast corner of said 2.473 acre tract, same being a northwest ell corner of said 19.81 acre tract for a northwest ell corner hereof;

THENCE N 18°57'09" W, with the east line of said 2.473 acre tract, same being a west line of said 19.81 acre tract, a distance of **162.28 feet** to a 1" iron pipe found at the northernmost northwest corner of said 19.81 acre tract, same being the southwest corner of said Lot 3, Block A, also being a point in the east line of said 2.473 acre tract;

THENCE continuing with the east line of said 2.473 acre tract, with the east line of a called 5.84 acre tract conveyed to Crystal Falls Ortho LLC recorded in Document No. 2015047882 of the



Official Public Records of Williamson County, Texas, same being the west line of said Lot 3, Block A the following five (5) courses and distances:

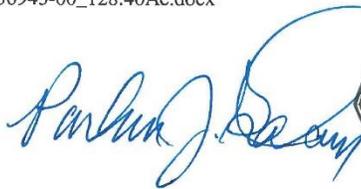
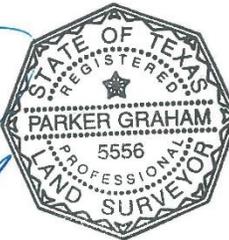
1. **N 19°07'46" W**, a distance of **177.08 feet** to a ½" iron rod found,
2. **N 19°20'48" W**, a distance of **94.71 feet** to a ½" iron rod found,
3. **N 18°00'37" W**, a distance of **70.75 feet** to a ½" iron rod found,
4. **N 19°15'44" W**, a distance of **530.25 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found, and
5. **N 19°07'49" W**, a distance of **104.68 feet** to an iron rod with cap marked "Baker-Aicklen" found at the southwest corner of Lot 1A, Block A of said Amended Final plat of Lots 1 & 2 of Crystal Springs, same being the westernmost northwest corner of said Lot 3, Block A, also being the westernmost northwest corner of said Lot 3 for the westernmost northwest corner hereof;

THENCE N 69°18'51" E, with the south line of said Lot 1A, Block A and with the south line of said Lot 2A, Block A, same being a north line of said Lot 3, Block A, a distance of **454.91 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found;

THENCE N 69°18'58" E, continuing with the south line of said Lot 2A, Block A, same being a north line of said Lot 3, Block A, a distance of **315.18 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found at the southeast corner of said Lot 2A, Block A, same being the northwest ell corner of said Lot 3, Block A;

THENCE N 20°41'02" W, with the east line of said Lot 2A, Block A, same being a west line of said Lot 3, Block A, a distance of **300.02 feet** to the **POINT OF BEGINNING** and containing 128.40 acres in the City of Leander, Williamson County, Texas. Said tract being described in accordance with a survey prepared under Job No. 50943-00 by Pape Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: November 16, 2016
JOB No.: 50943-00
DOC.ID.: H:\survey\CIVIL\50943-00\Word\50943-00_128.40Ac.docx
TBPE Firm Registration #470
TBPLS Firm Registration #100288-01

 **PAPE-DAWSON
ENGINEERS**


EXHIBIT C

SEC ID	Property ID	Name	Street Address	City	State	Zip
A	R031265	LEANDER T S D TRUSTEE	PO BOX 218	Leander	Texas	78646-0218
B	R031202	BROUN, CATHY LYNNE	PO BOX 1369	Leander	Texas	78646
C	R432777	BROUN, CATHY LYNNE	PO BOX 1369	Leander	Texas	78646
D	R051458	BROWN, DAVID O & MARY	10850 E CRYSTAL FALLS PKWY	Leander	Texas	78641
E	R031203	BROUN, CATHY LYNNE	PO BOX 1369	Leander	Texas	78646
F	R524092	ZHANG, LUIE & HONGWEI TIAN	1721 CACTUS MOUND DR	Leander	Texas	78641
G	R524093	PICHINI, PETER Q	1725 CACTUS MOUNT DR	Leander	Texas	78641
H	R524094	AHJUA, VIVEK	1729 CACTUS MOUNT DR	Leander	Texas	78641
I	R524084	CHEN, JINGE J	2001 SUZANNE KELLI DR	Leander	Texas	78641
J	R524095	MYERS, SHAWN L & CRYSTAL M	1733 CACTUS MOUND DR	Leander	Texas	78641
K	R524096	MADDEN, LESLIE E & CHRISTOPHER M	1737 CACTUS MOUND DR	Leander	Texas	78641
L	R524097	CHUNG, HE U & JEE HYE JUNG	1741 CACTUS MOUND DR	Leander	Texas	78641
M	R524098	ENOCHS, BRETT A & MELISSA M	1745 CACTUS MOUND DR	Leander	Texas	78641
N	R524099	LANDEROS ALFONSO LOPEZ SALGADO & FLORENCIA CARRILLO ZERMENO	1749 CACTUS MOUND DR	Leander	Texas	78641
O	R524074	DECKER, MARK B & JESSICA S	2000 SUZANNE KELLI DR	Leander	Texas	78641
P	R524082	BUSIGIN, LILYA	2001 AUGUST JAKE DR	Leander	Texas	78641
Q	R524100	NIGHTINGALE, THOMAS & CONSTANCE	1753 CACTUS MOUND DR	Leander	Texas	78641
R	R524101	ROGERS, TIFFANY D & CLINTON W	1801 CACTUS MOUND DR	Leander	Texas	78641
S	R524102	SPARSCHU, ANGELOUQUE & BRIAN G	1805 CACTUS MOUND DR	Leander	Texas	78641
T	R524069	ORTIZ, PAMELA B	1820 ELAINA LOOP	Leander	Texas	78641-2718
U	R524103	SHERRILL, ALAN R & CLAUDIA K	1809 CACTUS MOUND DR	Leander	Texas	78641
V	R524104	GRANDE, EDMUNDO A JR & CAROLINA	1813 CACTUS MOUND DR	Leander	Texas	78641
W	R524068	THOMPSON PAUL SCOTT & KELLY	1812 CACTUS MOUND DR	Leander	Texas	78641
X	R524067	STOCKTON, JONATHAN D & SHANNON L	1816 CACTUS MOUND DR	Leander	Texas	78641
Y	R524105	KASER, LYDIA & KEITH S	129 KING ELDER LN	Leander	Texas	78641
Z	R524106	SWARTZ, STEPHEN J & JULIE L	1821 CACTUS MOUND DR	Leander	Texas	78641
A1	R524066	WILLIAMS, JOSEPH A & JENNIFER	1820 CACTUS MOUND DR	Leander	Texas	78641
B1	R524065	ZIEGLER, GINA M	1824 CACTUS MOUND DR	Leander	Texas	78641
C1	R524107	ZARUBA SMITH	1825 CACTUS MOUND DR	Leander	Texas	78641
D1	R524064	TERWAY, FRANCIS M	1828 CACTUS MOUND DR	Leander	Texas	78641
E1	R527440	LUTHER, THOMAS G & HELEN F	1900 CACTUS MOUND DR	Leander	Texas	78641
F1	R527420	MILLER, WILLIAM J & LINDSAY	1901 CACTUS MOUND DR	Leander	Texas	78641
G1	R527419	CABALLERO, ARTHUR JR & ERIN MICHELLE	1905 CACTUS MOUND DR	Leander	Texas	78641
H1	R527439	BAKER, CHARLES L & JENNIFER HUTTO BAKER	1904 CACTUS MOUND DR	Leander	Texas	78641
I1	R527438	YANTIS, MILBURN A & MARY G	2001 PRICKLY PEAR CV	Leander	Texas	78641
J1	R527418	RUPLE, JEREMY K	1909 CACTUS MOUND DR	Leander	Texas	78641
K1	R527417	KARLSON, JOHN AARON	1913 CACTUS MOUND DR	Leander	Texas	78641
L1	R527416	FITZGERALD, DERRICK JOHN & ANGELA LYNN	1917 CACTUS MOUND DR	Leander	Texas	78641
M1	R527415	KAMAL, AFREEN & PLYAL	1921 CACTUS MOUND DR	Leander	Texas	78641
N1	R527430	BARNES, MARK D & SARAH M	2000 PRICKLY PEAR CV	Leander	Texas	78641
O1	R527429	FRIES, CHARLES & JANIS	2000 CACTUS MOUND DR	Leander	Texas	78641
P1	R527414	FRIES, KATHY	1925 CACTUS MOUND DR	Leander	Texas	78641
Q1	R527413	JOHNSON, DAVID G & LATASHA M	1929 CACTUS MOUND DR	Leander	Texas	78641
R1	R527412	BEHNKE, STEVEN M & RACHEL A	1933 CACTUS MOUND DR	Leander	Texas	78641
S1	R514539	LEANDER CITY OF	PO BOX 319	Leander	Texas	78646-0319
T1	R035946	LAKEWOOD LAND OWNERS ASSOC	PO BOX 1433	Cedar Park	Texas	78630-1433
U1	R035970	DILGER, THOMAS	144 WOODLAND TRL	Leander	Texas	78641-9201
V1	R510845	BAWCOW SUSAN K TRUSTEE OF SUSAN K BAWCOW REV MGT TRUST	8322 CROSS PARK DR	Austin	Texas	78754
W1	R510844	BAWCOW SUSAN K TRUSTEE OF SUSAN K BAWCOW REV MGT TRUST	8322 CROSS PARK DR	Austin	Texas	78754
X1	R468173	SHELLBERG, LEE P	149 LAKEWOOD TRL	Leander	Texas	78641-9204
Y1	R031199	TRUST	10760 E CRYSTAL FALLS PKWY	Leander	Texas	78641
Z1	R320075	PREMAS GLOBAL LEANDER 1 LLC	3101 ARGENTO PL	Cedar Park	Texas	78613-4357
A2	R031214	CRYSTAL FALLS ORTHO LLC	5900 PADRE CV	Austin	Texas	78731
B2	R534495	GOOD EARTH DAY SCHOOL LLC	10820 E CRYSTAL FALLS PKWY	Leander	Texas	78641-2249
C2	R534496	CWHS 272 LTD	502 BAYLOR ST	Austin	Texas	78703
D2	R526322	CWHS 272 LTD	502 BAYLOR ST	Austin	Texas	78703

LEGEND

	ACREAGE	DENSITY	UNITS
SFL - 2 - A / SFT-2-A BASE	65.9 ACRES	6.6 DU./AC.	436 UNITS
MAJOR R.O.W.	3.8 ACRES		
100 YR. FLOODPLAIN	46.8 ACRES		
PARKLAND INCLUDING RIPARIAN CORRIDOR	11.6 ACRES		
TOTAL	128.1 ACRES	3.4 DU./AC.	436 UNITS
HERITAGE TREES			



SEC Planning, LLC
Austin, Texas

LAND PLANNING
LANDSCAPE ARCHITECTURE
COMMUNITY BRANDING

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F 512.246.7700
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Email: info@secplanning.com

OWNER:
Century Land Holdings II, LLC
6500 River Place Blvd.
Bldg. 2, Suite 200
AUSTIN, TX 78730

EXHIBIT C
CONCEPTUAL SITE LAYOUT
AND LAND USE PLAN
CRYSTAL SPRINGS
LEANDER, TEXAS

B:\160118-CENT\Cadfiles\PLANNING\Submittals\October 2016 PUD Submittal\Concept Plan.dwg

Issued:	
1. PUD Submittal	10-04-2016
2. City Comment Resp.	10-21-2016
3.	
4.	
5.	

Revisions:

1.	
2.	
3.	
4.	
5.	

Issue Date: October 04, 2016

Drawn By: CJ
Reviewed By: MB

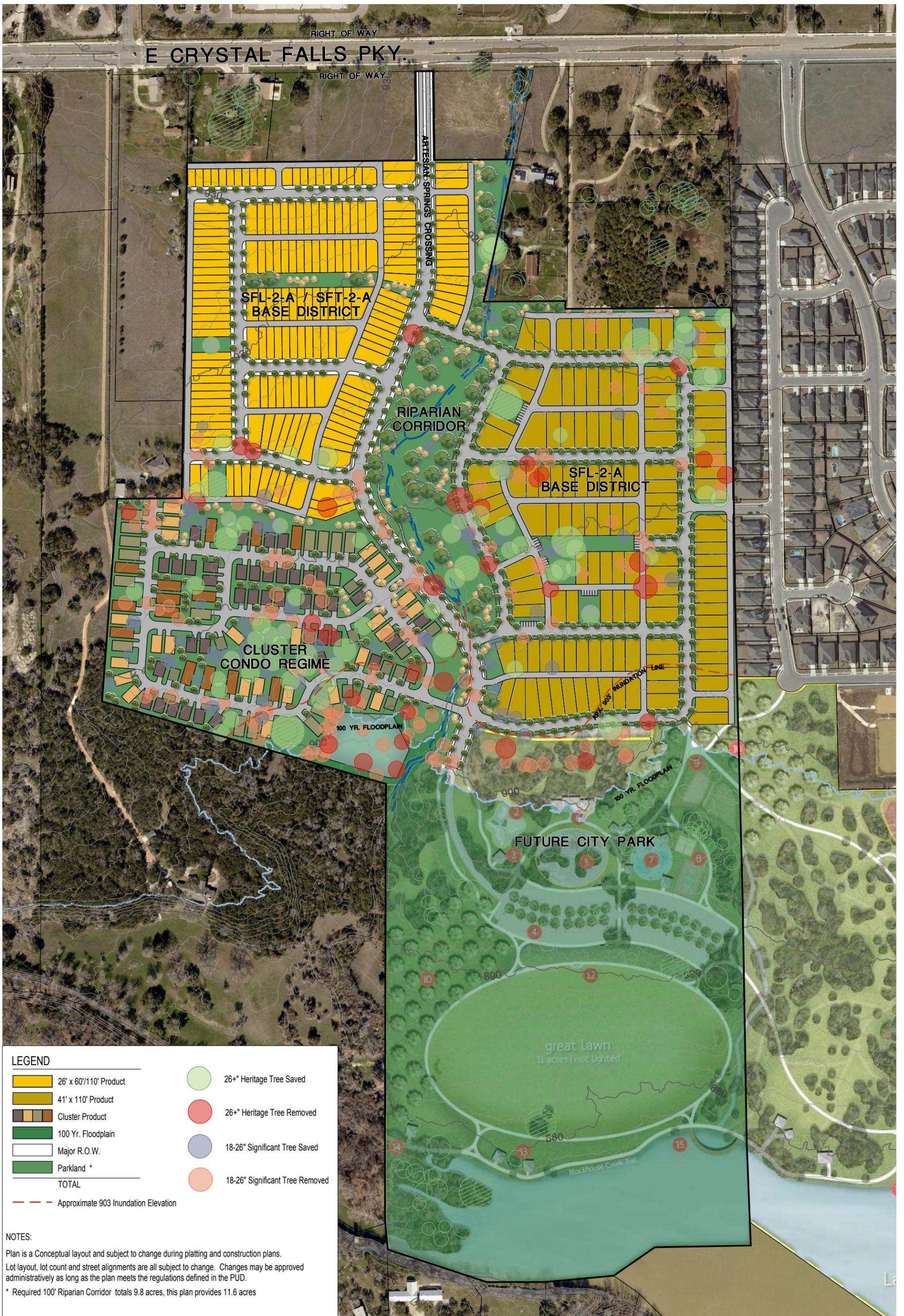
Project No.
160118-CENT

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NOTE: THIS PLAN IS CONCEPTUAL. ALL APPLICABLE CITY ORDINANCES SHALL APPLY UNLESS OTHERWISE NOTED IN THE PUD NOTES.

EXHIBIT C-1



LEGEND

	26' x 60'/110' Product		26+'' Heritage Tree Saved
	41' x 110' Product		26+'' Heritage Tree Removed
	Cluster Product		18-26'' Significant Tree Saved
	100 Yr. Floodplain		18-26'' Significant Tree Removed
	Major R.O.W.		
	Parkland *		
	TOTAL		
	Approximate 903 Inundation Elevation		

NOTES:
 Plan is a Conceptual layout and subject to change during platting and construction plans.
 Lot layout, lot count and street alignments are all subject to change. Changes may be approved administratively as long as the plan meets the regulations defined in the PUD.
 * Required 100' Riparian Corridor totals 9.8 acres, this plan provides 11.6 acres

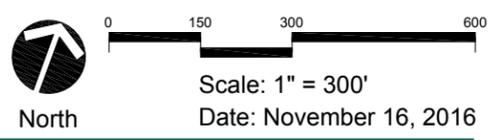


EXHIBIT D

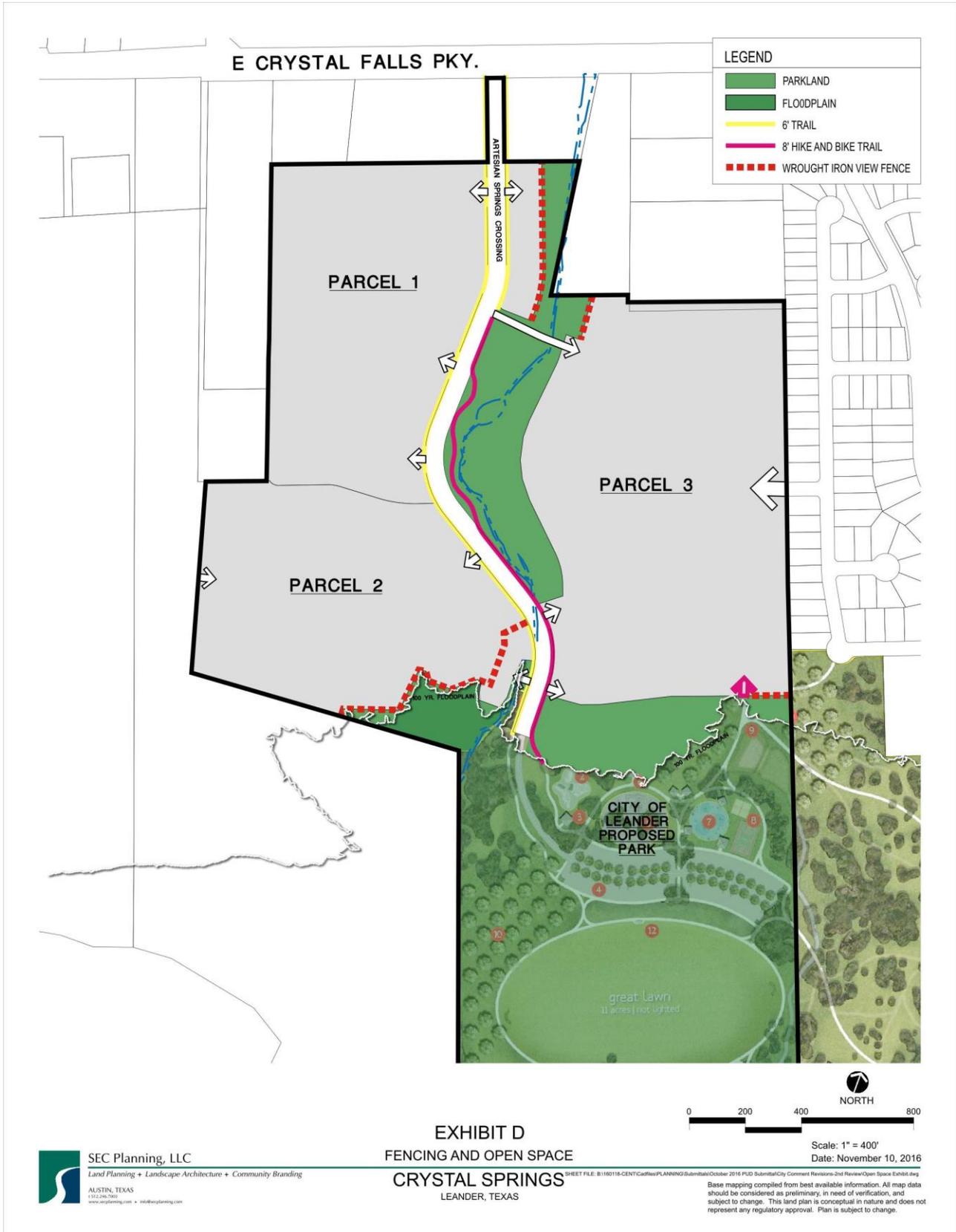


EXHIBIT E

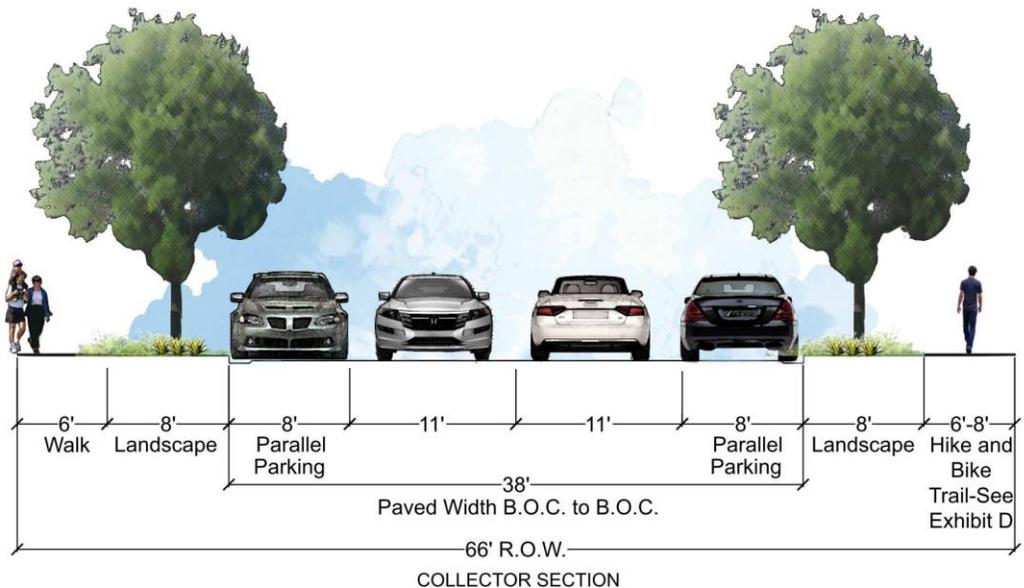
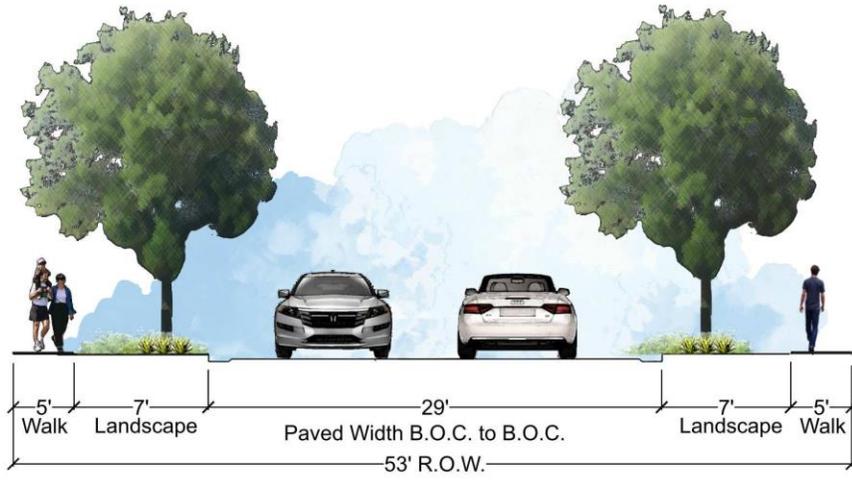
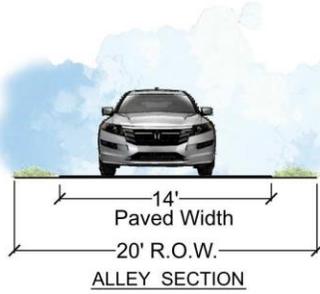
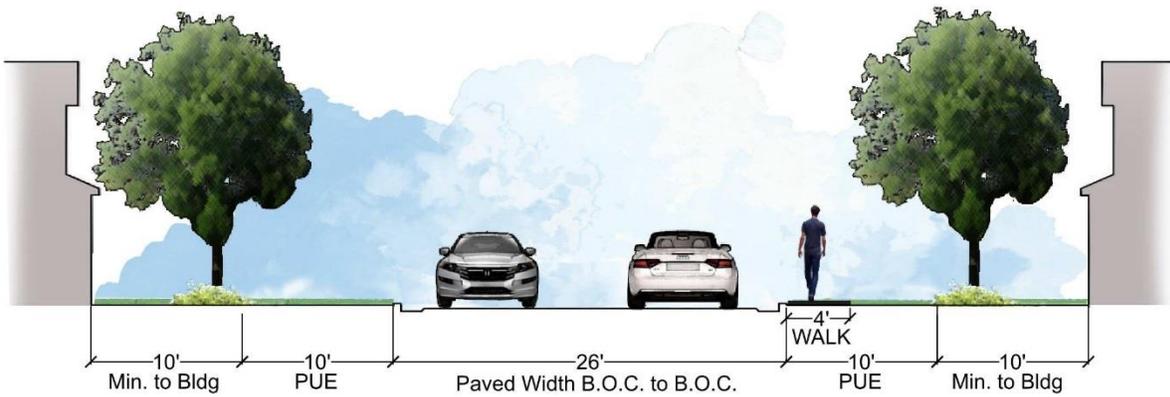


EXHIBIT E – CONTINUED



CLUSTER HOUSING PRIVATE STREET SECTION

EXHIBIT F



EXHIBIT F - CONTINUED



Consent Agenda

7. Subdivision Case 15-FP-034: Consider action on the Parker Tract Phase 1 Final Plat for 1.792 acres more or less; WCAD Parcel R346187; generally located to the northwest of the intersection of Limestone Creek Road and Flintlock Drive; Leander, Williamson County, Texas. Applicant/Agent: Danielle Hannah, Stantec, on behalf of 162 Parker Ranch Holdings, Ltd.

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

Public Hearing

Case # 15-CP-007 has been withdrawn.

8. Subdivision Case 15-CP-007: Hold a public hearing and consider action on the Bar W Ranch Concept Plan Revision # 1, for 891.28 acres more or less; WCAD Parcel # R544597, R532719, R539735, R539738, R544623, R532728, R544598, R542844, R542848, R532728, R544612, R544611, R544599, R532770, R0322260, R532771, R032261, R549066, R491371, R523945, R544597, R523943, R500871, R485224, R485225, R022220, R539741, R539743, R491374, R485001, R549068, R021711, R539686, R451803; generally located to the southwest of the intersection of SH 29 & Ronald W Regan Blvd and to the Southwest of the intersection of Kaufman loop and Ronald Reagan; Williamson County, Texas. Applicant: Derek Pampe on behalf of BWR Partner, LLC and Howard Barkley Wedemeyer.

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

9. **Zoning Case 16-Z-024:** Hold a public hearing and consider action the rezoning of several parcels of land including 128.1 acres more or less; generally located to southeast of the intersection of Raider Way and East Crystal Falls Parkway; located to the west of Cold Springs Subdivision; WCAD Parcels R031204-R031206, R526321 R523989, and R523991. Currently, the property is zoned SFC-2-B (Single Family Compact) and SFU-2-B (Single Family Urban). The applicant is proposing to rezone the property to PUD (Planned Unit Development) with the following base zoning districts: SFL-2-A (Single-Family Limited), SFT-2-A (Single-Family Townhouse), and MF-2-A (Multi-Family detached condo regime); Leander, Williamson County, Texas. Applicant: SEC Planning (Mark Baker) on behalf of BLD Crystal Springs, LLC.

- a) Staff Presentation

Robin Griffin, Planning Manager, discussed the proposed PUD.

- b) Applicant Presentation

Mark Baker, Agent, explained the purpose for the zoning change and was present for questions.

- c) Open Public Hearing

Chair Sokol opened the public hearing.

Richard Davis – spoke against, had concerns about drainage, multi-family, increased density, impervious cover, and property ownership

Wendell Smith – had concerns about alleys and the setback from the Cold Springs homes

Steven Swartz – spoke against, had concerns about alleys and the setback from the Cold Springs homes

Alan Sherrill – had concerns about alleys and the setback from the Cold Springs homes

Tom Nightingale – spoke against, had concerns about alleys and the setback from the Cold Springs homes

John Kansa – had concerns about alleys and the setback from the Cold Springs homes

William Ford – had concerns about alleys and the setback from the Cold Springs homes

d) Close Public Hearing

Chair Sokol closed the public hearing.

e) Discussion

Discussion took place.

f) Consider Action

Commissioner Hines moved to approve the PUD with the base zoning districts of SFL-2-A (Single-Family Limited), SFL-2-A (Single-Family Condo Regime), and SFT-2-A (Single-Family Townhouse) with the following conditions:

- 1. Remove the section of the PUD permitting the heritage tree removal;**
- 2. A twenty foot setback between the alley and the adjacent Cold Springs lots along the east property line. This setback area shall include 2 caliper inch trees every 30 feet; and**
- 3. Add 4 foot bike lanes on either side of the collector roadway.**

Vice Chair Anderson seconded the motion. Motion passed unanimously.

10. Zoning Case 16-Z-026: Hold a public hearing and consider action on the rezoning of a portion of a parcel of land including 11.358 acres more or less; generally located to northeast of the intersection of 183A Toll Road and East Woodview Drive; WCAD Parcel R031374. Currently, the property is zoned Interim SFR-1-B (Single Family Rural) and the applicant is proposing to rezone the property to LO-3-B (Local Office); Leander, Williamson County, Texas. Applicant: Rex Klentzman, P.E. on behalf of Life Church (Brian Lightsey).

a) Staff Presentation

Martin Siwek, Planner, discussed the proposed zoning change.

b) Applicant Presentation

Brian Lightsey was present and answered 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

December 01, 2016

Agenda Subject: Zoning Case 16-Z-026: Hold a public hearing and consider action on the rezoning of a portion of a parcel of land including 11.358 acres more or less; generally located to northeast of the intersection of 183A Toll Road and East Woodview Drive; WCAD Parcel R031374. Currently, the property is zoned Interim SFR-1-B (Single Family Rural) and the applicant is proposing to rezone the property to LO-3-B (Local Office); Leander, Williamson County, Texas.

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

Origination: Applicant: Rex Klentzman, P.E. on behalf of Life Church (Brian Lightsey)

Financial Consideration: None

Recommendation: See Planning Analysis. The Planning & Zoning Commission unanimously recommended approval of the request at the November 22, 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 November 22, 2016

Prepared By: Tom Yantis, AICP
Assistant City Manager

11/22/2016



PLANNING ANALYSIS

ZONING CASE 16-Z-026 LIFE CHURCH

GENERAL INFORMATION

Owner: Life Church INC, Brian Lightsey

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

Proposed Zoning: LO-3-B (Local Office)

Size and Location: The property is located at 1393 E. Woodview Dr. and includes approximately 11.358 acres.

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	SFR-1-B	Vacant Property Zoned for Single-Family, Developed Property (Generations Church)
EAST	SFC-2-B	Developing Property Zoned for Single-Family (Stewart Crossing Subdivision – Under Construction)
SOUTH	SFS-2-B	Developed Property Zoned for Single-Family (Life Church worship facility)
WEST	SFR-1-B	Developed and Vacant Property Zoned for Single-Family (Leander Flea Market)

COMPOSITE ZONING ORDINANCE INTENT STATEMENTS

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 COMPONENTS:

TYPE 3:

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

Intent:

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

ARCHITECTURAL COMPONENTS:

TYPE B:

Features: 85% masonry 1st floor, 50% 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:

- Consider both the land use pattern and roadway design in the development and redevelopment of 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.
 Application: All land within approximately 500 feet of the outer edge of the right-of-way (typically one block deep) should be considered a part of the corridor.

Typical Uses: 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 has submitted a request for a zoning change from SFR-1-B (Single-Family Rural) to LO-3-B (Local Office) to allow for the development of a worship center and life center at this location. The property to the north is zoned Interim SFR-1-B and is presently vacant, and the property to the east is zoned SFC-2-B and is currently under construction for the Stewart Crossing subdivision. The property to the south is zoned Interim SFS-2-B and contains the current worship center, while the properties to the west are zoned Interim SFR-1-B and contain the developed Leander Flea Market and other vacant properties.

This property was involuntarily annexed into the City on January 17, 2012 and was established as an Interim SFR-1-B zoned district.

This property is currently designated as a Mixed Use Corridor as part of the Future Land Use Plan. Mixed Use Corridors are identified on the Future Land Use Plan as areas between centers that should be developed to preserve corridor integrity and to maintain corridor mobility. This is to be accomplished by providing either high-density residential uses, or limited impact commercial uses that are compatible with residential uses (i.e. small professional offices, churches, and schools etc.) This corridor permits the following zoning use components per the Comprehensive Plan: LC, LO, TF, SFT, SFL, and PUD. LC is only permitted at appropriate intersections.

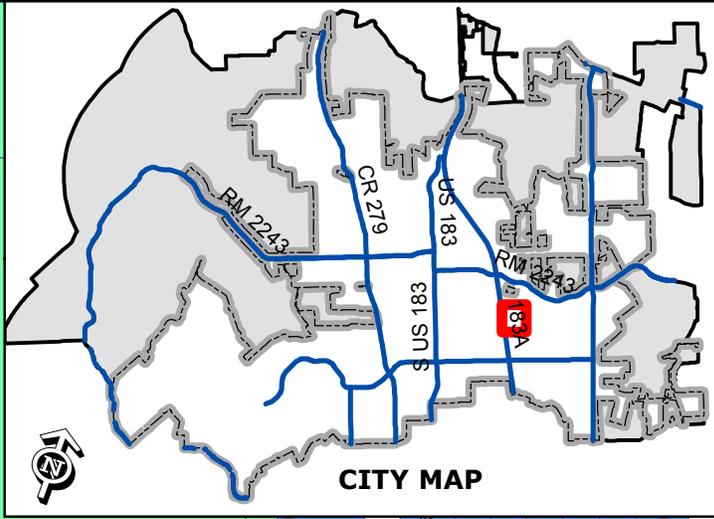
The Type 3 site component is being requested by the applicant as it does not have a maximum building size. Additionally, the Type 3 site component permits drive thru service lanes and, outdoor storage and display as accessory uses. Overhead commercial service doors and commercial fueling and washing of vehicles would only be permitted if the site component was paired with a less restrictive use component, such as LC, GC, HC, or HI.

The Type B architectural component requires that all structures are 85% masonry on the first story and 50% masonry on each additional story thereafter, and includes a minimum of four design features for buildings. The Type A architectural component is typically intended to be utilized when a less restrictive district is adjacent to a more restrictive district. However, in this instance the property to the north is the developed Generations Church, the property to the east is the Leander Flea Market, and the property immediately adjacent to the east is the drive aisle owned by Generation's Church. The adjacent properties are zoned more restrictive than the applicant's request, but the abutting uses are compatible with the applicant's requested zoning district and corresponding architectural component of Type B.

STAFF RECOMMENDATION:

Staff recommends approval of the applicant's requested zoning district of LO-3-B. This zoning district provides for the development of a compatible low impact nonresidential use that meets the goals of the Comprehensive Plan and the intent statements of the Composite Zoning Ordinance.

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.

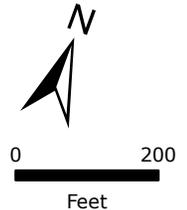


CITY MAP

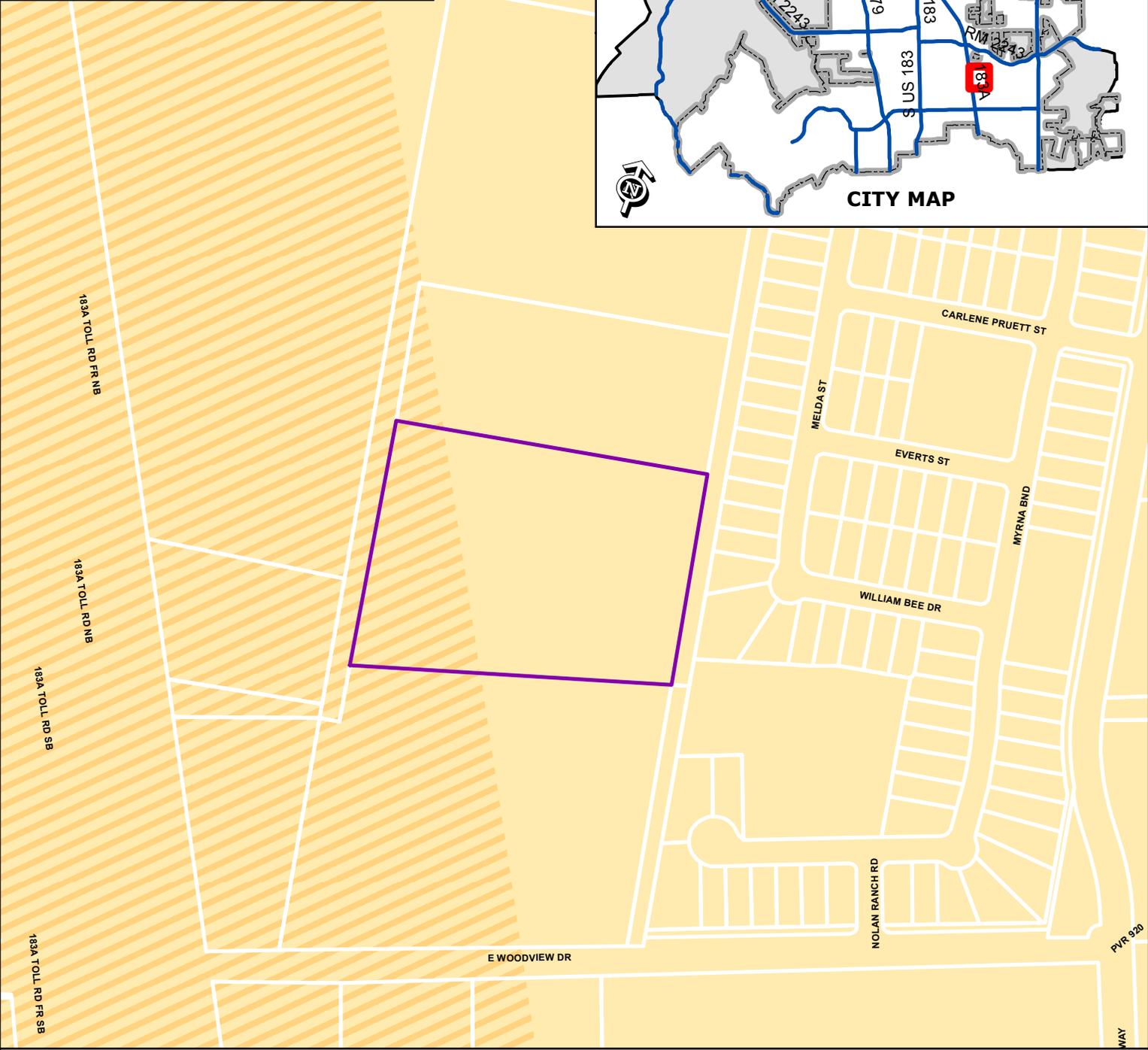
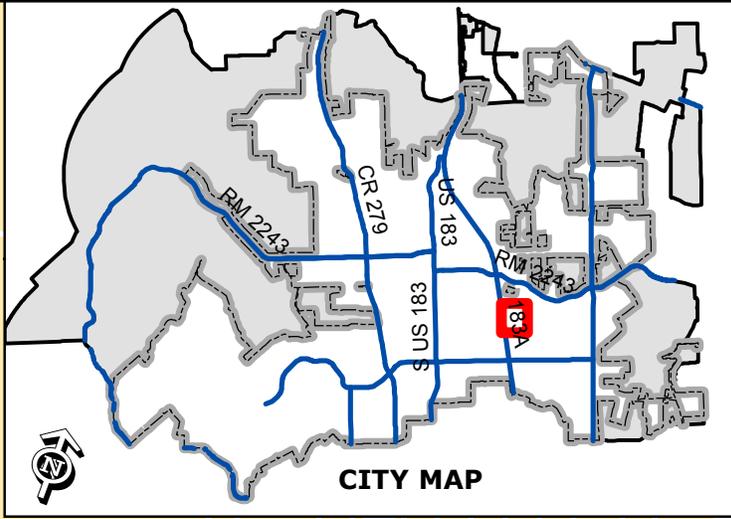


ZONING CASE 16-Z-026 Attachment #2 Current Zoning Map - Life Church

	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-026 Attachment #3

Future Land Use Map - Life Church

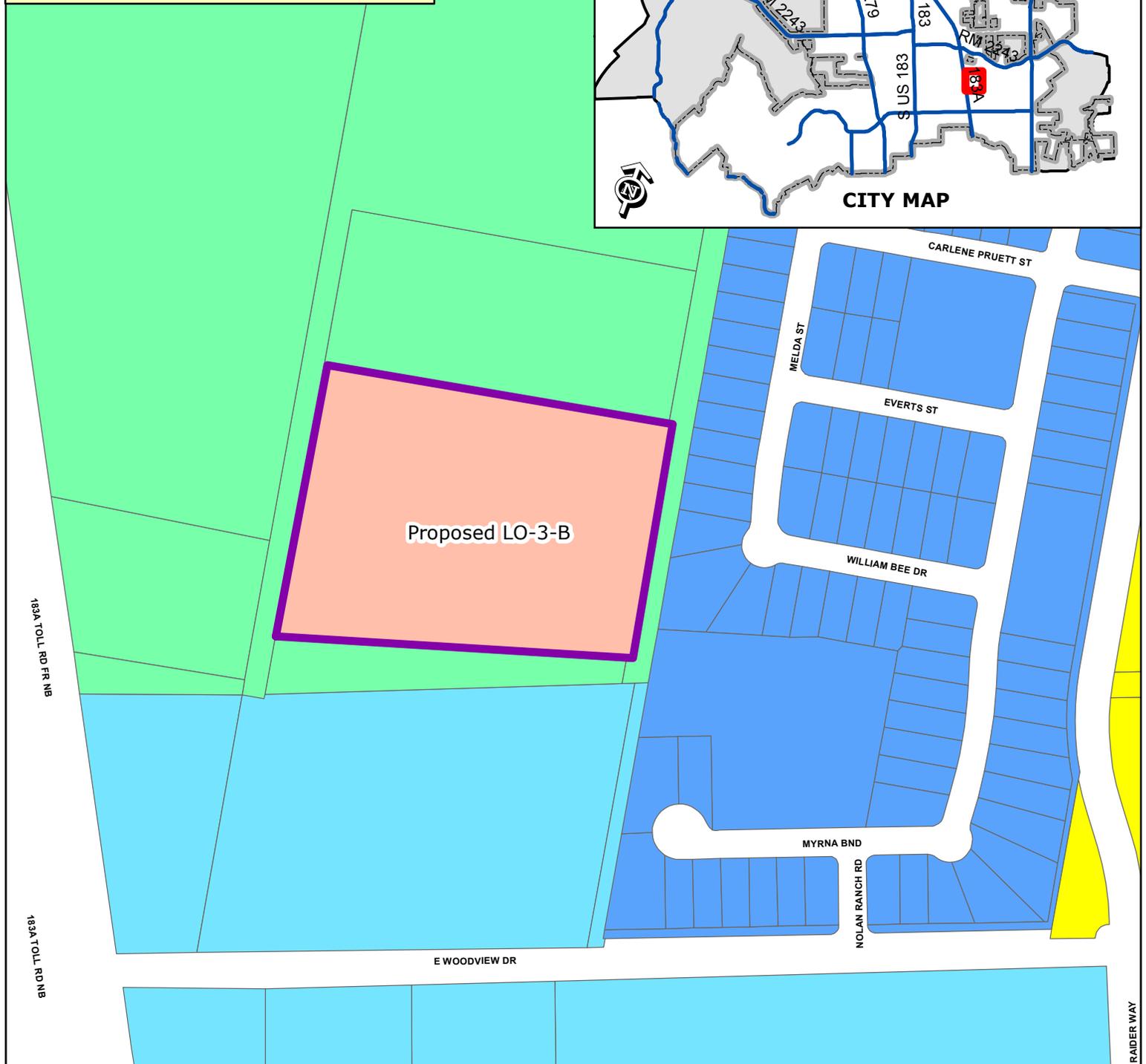
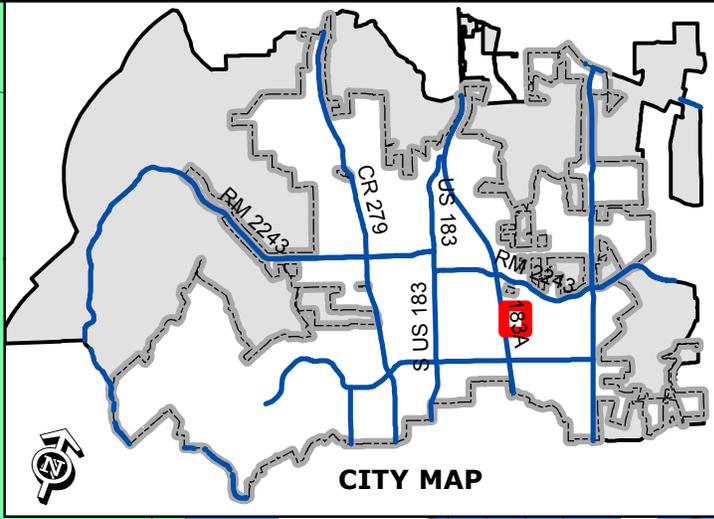
 Subject Property	 Commercial Corridor	 Transit Supportive Mixed Use
 City Limits	 Neighborhood Center	 Station Area Mixed Use
 Open Space	 Community Center	 Old Town Mixed Use
 Mixed Use Corridor	 Activity Center	 Employment Mixed Use
		 Industrial District
		 Neighborhood Residential





0 200
Feet

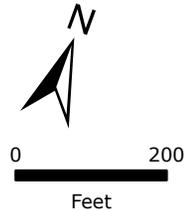
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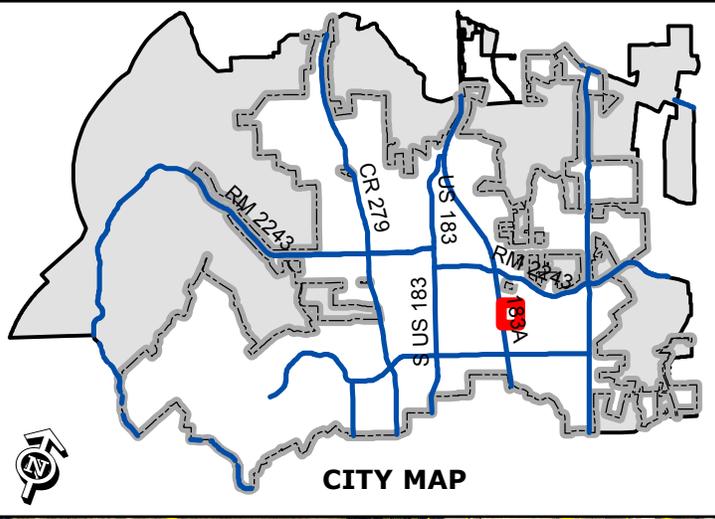
ZONING CASE 16-Z-026 Attachment #5

Proposed Zoning Map - Life Church

 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

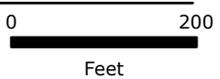


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ZONING CASE 16-Z-026 Attachment #6

Aerial Exhibit - Approximate Boundaries
Life Church



-  Subject Property
-  City Limits

Robin Griffin

From: Rex Klentzman <rex@standardcivil.com>
Sent: Tuesday, October 25, 2016 9:50 AM
To: Robin Griffin
Cc: Jacob Brackmann; Wes Griffin; Ken Mongold; Brian Lightsey
Subject: Re: Life Church Re Zoning

Good Morning Robin,

Thank you for meeting with us yesterday. It was a very helpful meeting and we look forward to working with you and the City of Leander team.

Please modify our rezoning application that was submitted on Friday to a type 3 site component (LO-3-B).

Please let me know if there is anything further that will need to be taken care of in order to modify this zoning request.

Thanks!

REX KLENTZMAN, P.E. | Director of Engineering



512.203.6738 | rex@standardcivil.com | standardcivil.com
TxBPE # F-16373

On Oct 17, 2016, at 3:11 PM, Rex Klentzman <rex@standardcivil.com> wrote:

Thanks Robin,

I will schedule a meeting with Jacob in order to make this submittal. Thanks for looking up the requirements for the LO zoning, I will look forward to hearing back from you.

See you next Monday for the predevelopment meeting.

REX KLENTZMAN, P.E. | Director of Engineering

<SCE_logo_side_GT small 2.tiff>

512.203.6738 | rex@standardcivil.com | standardcivil.com
TxBPE # F-16373

On Oct 17, 2016, at 3:08 PM, Robin Griffin <rgriffin@leandertx.gov> wrote:

Hi Rex,

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-3-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 parcel of land, which is herein referred to as the "Property." That certain portion of a parcel being 11.358 acres, more or less, located in Leander, Williamson County, Texas, being more particularly described in Exhibit "A", generally located to the northeast of the intersection of 183A Toll road and East Woodview Drive; Williamson County, Texas; more particularly described in instrument number 2009023646, recorded in the Williamson County Official Public Records; identified by Williamson County tax identification number R031374.

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-3-B (Local Office), as shown in Exhibit "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 1st day of December, 2016.
FINALLY PASSED AND APPROVED on this the 15th day of December, 2016.

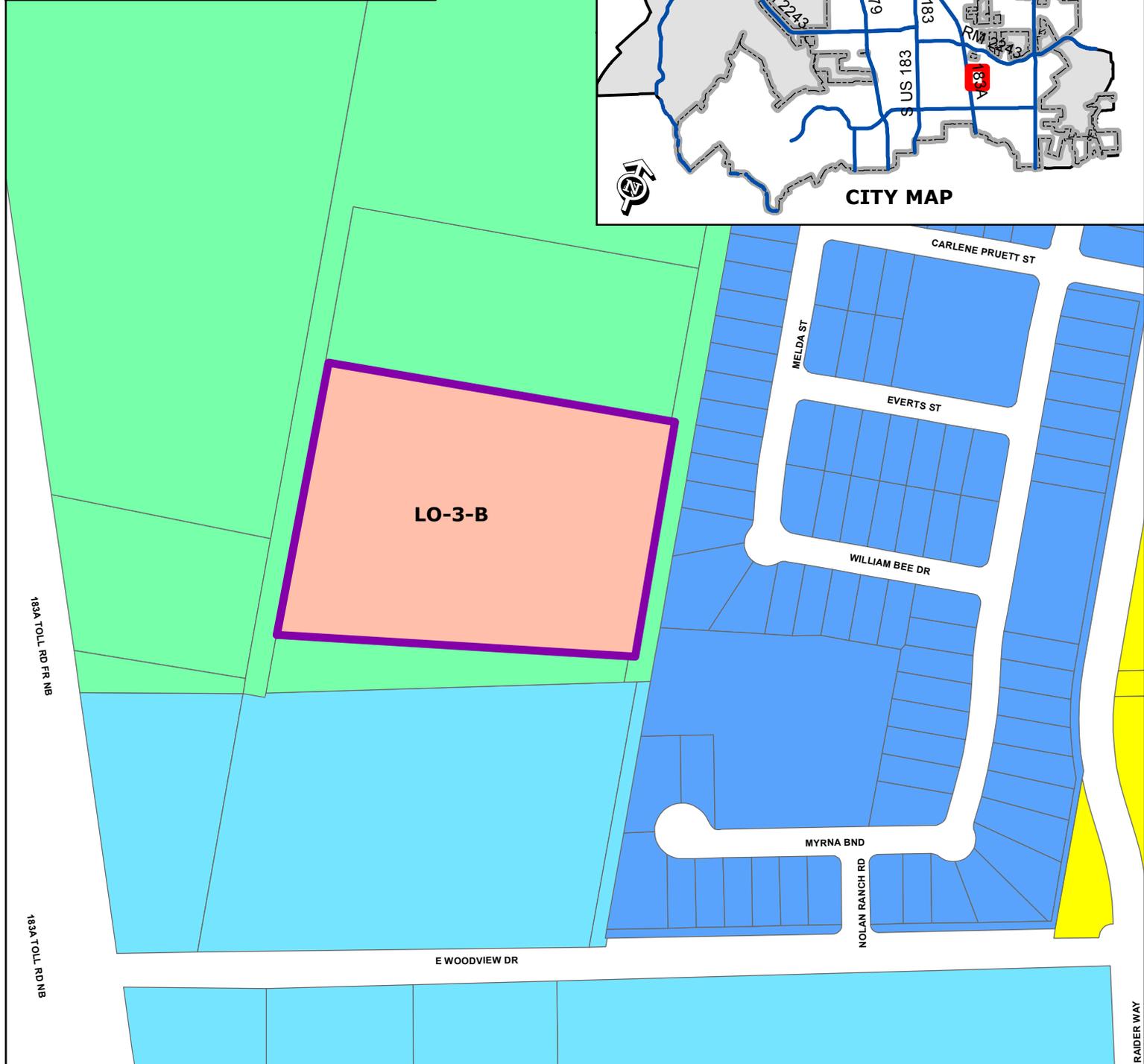
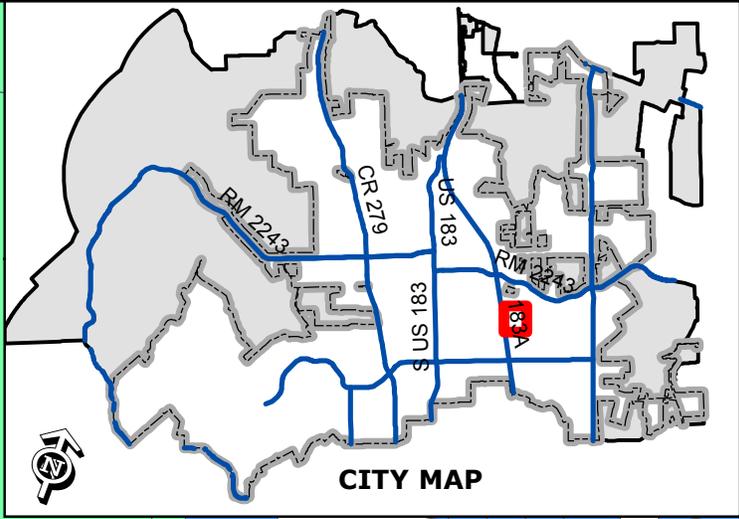
THE CITY OF LEANDER, TEXAS

ATTEST:

Christopher Fielder, Mayor

Debora Penberg, Interim City Secretary

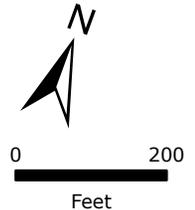
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ZONING CASE 16-Z-026 EXHIBIT A

Zoning Map - Life Church

 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



Richard Davis – spoke against, had concerns about drainage, multi-family, increased density, impervious cover, and property ownership

Wendell Smith – had concerns about alleys and the setback from the Cold Springs homes

Steven Swartz – spoke against, had concerns about alleys and the setback from the Cold Springs homes

Alan Sherrill – had concerns about alleys and the setback from the Cold Springs homes

Tom Nightingale – spoke against, had concerns about alleys and the setback from the Cold Springs homes

John Kansa – had concerns about alleys and the setback from the Cold Springs homes

William Ford – had concerns about alleys and the setback from the Cold Springs homes

d) Close Public Hearing

Chair Sokol closed the public hearing.

e) Discussion

Discussion took place.

f) Consider Action

Commissioner Hines moved to approve the PUD with the base zoning districts of SFL-2-A (Single-Family Limited), SFL-2-A (Single-Family Condo Regime), and SFT-2-A (Single-Family Townhouse) with the following conditions:

- 1. Remove the section of the PUD permitting the heritage tree removal;**
- 2. A twenty foot setback between the alley and the adjacent Cold Springs lots along the east property line. This setback area shall include 2 caliper inch trees every 30 feet; and**
- 3. Add 4 foot bike lanes on either side of the collector roadway.**

Vice Chair Anderson seconded the motion. Motion passed unanimously.

10. **Zoning Case 16-Z-026:** Hold a public hearing and consider action on the rezoning of a portion of a parcel of land including 11.358 acres more or less; generally located to northeast of the intersection of 183A Toll Road and East Woodview Drive; WCAD Parcel R031374. Currently, the property is zoned Interim SFR-1-B (Single Family Rural) and the applicant is proposing to rezone the property to LO-3-B (Local Office); Leander, Williamson County, Texas. Applicant: Rex Klentzman, P.E. on behalf of Life Church (Brian Lightsey).

a) Staff Presentation

Martin Siwek, Planner, discussed the proposed zoning change.

b) Applicant Presentation

Brian Lightsey was present and answered 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 Cosgrove moved to approve the Zoning request of LO-3-B (Local Office) with staff recommendations, Commissioner Lantrip seconded the motion. Motion passed unanimously.

Regular Agenda

11. Meeting Adjourned at **8:21 pm**

Chairman Sokol

ATTEST:

Ellen Pizalate, Secretary



Executive Summary

December 01, 2016

-
- Agenda Subject:** Subdivision Case 15-CP-007: Hold a public hearing and consider action on the Bar W Ranch Concept Plan Revision # 1, for 891.28 acres more or less; WCAD Parcel # R544597, R532719, R539735, R539738, R544623, R532728, R544598, R542844, R542848, R532728, R544612, R544611, R544599, R532770, R0322260, R532771, R032261, R549066, R491371, R523945, R544597, R523943, R500871, R485224, R485225, R022220, R539741, R539743, R491374, R485001, R549068, R021711, R539686, R451803; generally located to the southwest of the intersection of SH 29 & Ronald W Regan Blvd and to the Southwest of the intersection of Kaufman loop and Ronald Reagan; 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: Derek Pampe on behalf of BWR Partner, LLC and Howard Barkley Wedemeyer.
- Financial Consideration:** None
- Recommendation:** None. This request has been withdrawn.
- Prepared By:** Tom Yantis, AICP
Assistant City Manager
- 11/18/2016

Consent Agenda

7. Subdivision Case 15-FP-034: Consider action on the Parker Tract Phase 1 Final Plat for 1.792 acres more or less; WCAD Parcel R346187; generally located to the northwest of the intersection of Limestone Creek Road and Flintlock Drive; Leander, Williamson County, Texas. Applicant/Agent: Danielle Hannah, Stantec, on behalf of 162 Parker Ranch Holdings, Ltd.

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

Public Hearing

Case # 15-CP-007 has been withdrawn.

8. **Subdivision Case 15-CP-007:** Hold a public hearing and consider action on the Bar W Ranch Concept Plan Revision # 1, for 891.28 acres more or less; WCAD Parcel # R544597, R532719, R539735, R539738, R544623, R532728, R544598, R542844, R542848, R532728, R544612, R544611, R544599, R532770, R0322260, R532771, R032261, R549066, R491371, R523945, R544597, R523943, R500871, R485224, R485225, R022220, R539741, R539743, R491374, R485001, R549068, R021711, R539686, R451803; generally located to the southwest of the intersection of SH 29 & Ronald W Regan Blvd and to the Southwest of the intersection of Kaufman loop and Ronald Reagan; Williamson County, Texas. Applicant: Derek Pampe on behalf of BWR Partner, LLC and Howard Barkley Wedemeyer.

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

9. Zoning Case 16-Z-024: Hold a public hearing and consider action the rezoning of several parcels of land including 128.1 acres more or less; generally located to southeast of the intersection of Raider Way and East Crystal Falls Parkway; located to the west of Cold Springs Subdivision; WCAD Parcels R031204-R031206, R526321 R523989, and R523991. Currently, the property is zoned SFC-2-B (Single Family Compact) and SFU-2-B (Single Family Urban). The applicant is proposing to rezone the property to PUD (Planned Unit Development) with the following base zoning districts: SFL-2-A (Single-Family Limited), SFT-2-A (Single-Family Townhouse), and MF-2-A (Multi-Family detached condo regime); Leander, Williamson County, Texas. Applicant: SEC Planning (Mark Baker) on behalf of BLD Crystal Springs, LLC.

- a) Staff Presentation

Robin Griffin, Planning Manager, discussed the proposed PUD.

- b) Applicant Presentation

Mark Baker, Agent, explained the purpose for the zoning change and was present for questions.

- c) Open Public Hearing

Chair Sokol opened the public hearing.

AGENDA ITEM #16



Executive Summary

December 1, 2016

Agenda Subject: A resolution of the City of Leander, Texas, commencing the annexation of two areas of land totaling 1,130.38 acres, more or less, including the abutting streets, roadways, and rights-of-way; being located in Williamson Counties, Texas and adjacent and contiguous to the city limits; and providing open meetings and other related matters.

Background: This resolution commences the involuntary annexation of 1,130.38 areas of land as shown on the attached location map. The resolution sets the two public hearings for January 5, 2017 and January 19, 2017. The first reading of the ordinance is scheduled for February 9, 2017 and the second and final reading is scheduled for February 16, 2017.

The February 9th meeting will be a special called meeting of the City Council as it falls on the second Thursday of February.

Origination: City of Leander

Recommendation: Staff recommends approving the resolution

Attachments:

1. Resolution
2. Exhibit A - Location map
3. Annexation schedule

Prepared by: Tom Yantis, AICP
Assistant City Manager

11/21/2016

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF LEANDER, TEXAS, COMMENCING THE ANNEXATION OF TWO (2) AREAS OF LAND TOTALING 1130.38 ACRES, MORE OR LESS, INCLUDING THE ABUTTING STREETS, ROADWAYS, AND RIGHTS-OF-WAY; BEING LOCATED IN WILLIAMSON COUNTY, TEXAS AND ADJACENT AND CONTIGUOUS TO THE CITY LIMITS; AND PROVIDING OPEN MEETINGS AND OTHER RELATED MATTERS.

WHEREAS, the City of Leander, Texas, (herein the “City”) is a Texas home-rule city authorized to annex the properties more particularly described herein (the “subject properties”) that are contiguous and adjacent to the corporate limits of the City;

WHEREAS, the subject properties are contiguous and adjacent to the corporate limits of the City and are within the extraterritorial jurisdiction of the City;

WHEREAS, the subject properties are contiguous on at least two sides with the boundaries of the city limits or abut other jurisdictional boundaries, as more particularly shown in the exhibit attached hereto;

WHEREAS, the City, pursuant to §43.021, *Tex. Loc. Gov’t. Code*, and the City Charter, is authorized to annex the subject properties; and

WHEREAS, after review and consideration of the subject properties, the City Council finds that the subject properties are exempt from the City’s annexation plan pursuant to §43.052 (h)(1) of the *Tex. Loc. Gov’t. Code*;

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

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

Section 2. Proceedings. The annexations of all portions of the following-described subject properties and the abutting streets, roadways and rights-of-way, are hereby commenced:

- (1) Area A. All that certain parcel or tract of land containing 91.50 acres, more or less, located in Williamson County, Texas, generally located south of South San Gabriel River, west of Ronald Reagan Boulevard and being more particularly described and shown in Exhibit “A” attached hereto.
- (2) Area B. All those certain parcels or tracts of land containing 1038.88 acres, more or less, located in Williamson County, Texas, generally located south of FM 2243, east of Ronald Reagan Boulevard, and being more particularly described and shown in Exhibit “A” attached hereto.

Two public hearings are set for the dates of January 5, 2017 and January 19, 2017. Notice of such hearings shall be published in accordance with Chapter 43, Texas Local Government Code, and the hearings shall be open to the public to accept public comment on the annexation request. Notice of the proposed annexation shall be mailed to service providers and to property owners within the subject properties. The City shall offer to make a development agreement with certain subject property owners in accordance with section 43.035 of the Texas Local Government Code. The draft service plan proposed to be applicable for the subject properties is attached as Exhibit "B".

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

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

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

ATTEST:

CITY OF LEANDER, TEXAS

Debora Penberg, Interim City Secretary

Christopher Fielder, Mayor

EXHIBIT “A”

EXHIBIT “B”

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

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

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

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

WHEREAS, the subject properties will be provided municipal services on the same terms and conditions as other similarly situated properties currently within the City limits and capital improvements necessary to offer such municipal services on the same terms and conditions as other similarly situated properties within the City and in accordance with City policies, regulations, and ordinances; and

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

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

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

A. Police protection as follows:

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

B. Fire protection and Emergency Medical Services as follows:

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

C. Solid waste collection services as follows:

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

D. Animal control as follows:

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

E. Maintenance of parks and playgrounds within the City.

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

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

H. Land use regulation as follows:

On the effective date of annexation, the regulatory jurisdiction of the City shall be extended to include the annexed area, and all property therein shall be subject to the City's police power regulations as set forth in duly adopted ordinances; provided that the use of all property therein shall be grandfathered to the extent provided by state law. The subject properties shall be temporarily zoned "SFR-1-B" with the intent to rezone the subject properties upon request of the landowner or staff. The Planning & Zoning Commission and the City Council will consider rezoning the subject properties at future times in response to requests submitted by the landowners or authorized city staff.

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

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

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

(ii) In accordance with the applicable rules and regulations for the provision of water service, water service will be provided to the subject properties by the City in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. The subject properties owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the subject properties as required in City ordinances. Upon acceptance of the water lines within the subject properties and any off-site improvements, water service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City; subject to all the ordinances, regulations and policies of the City in effect from time to time. The system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated

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

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

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

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

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

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

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

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

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

public streets, roadways and rights-of-way within the boundaries of the subject properties, as follows:

- (A) As provided in C(i)(A)&(B) above;
 - (B) Reconstruction and resurfacing of streets, installation of drainage facilities, construction of curbs, gutters and other such major improvements as the need therefore is determined by the governing body under City policies;
 - (C) Installation and maintenance of traffic signals, traffic signs, street markings and other traffic control devices as the need therefore is established by appropriate study and traffic standards; and
 - (D) Installation and maintenance of street lighting in accordance with established policies of the City;
- (iii) The outer boundaries of the subject properties abut existing roadways. The property owner agrees that no improvements are required on such roadways to service the property.

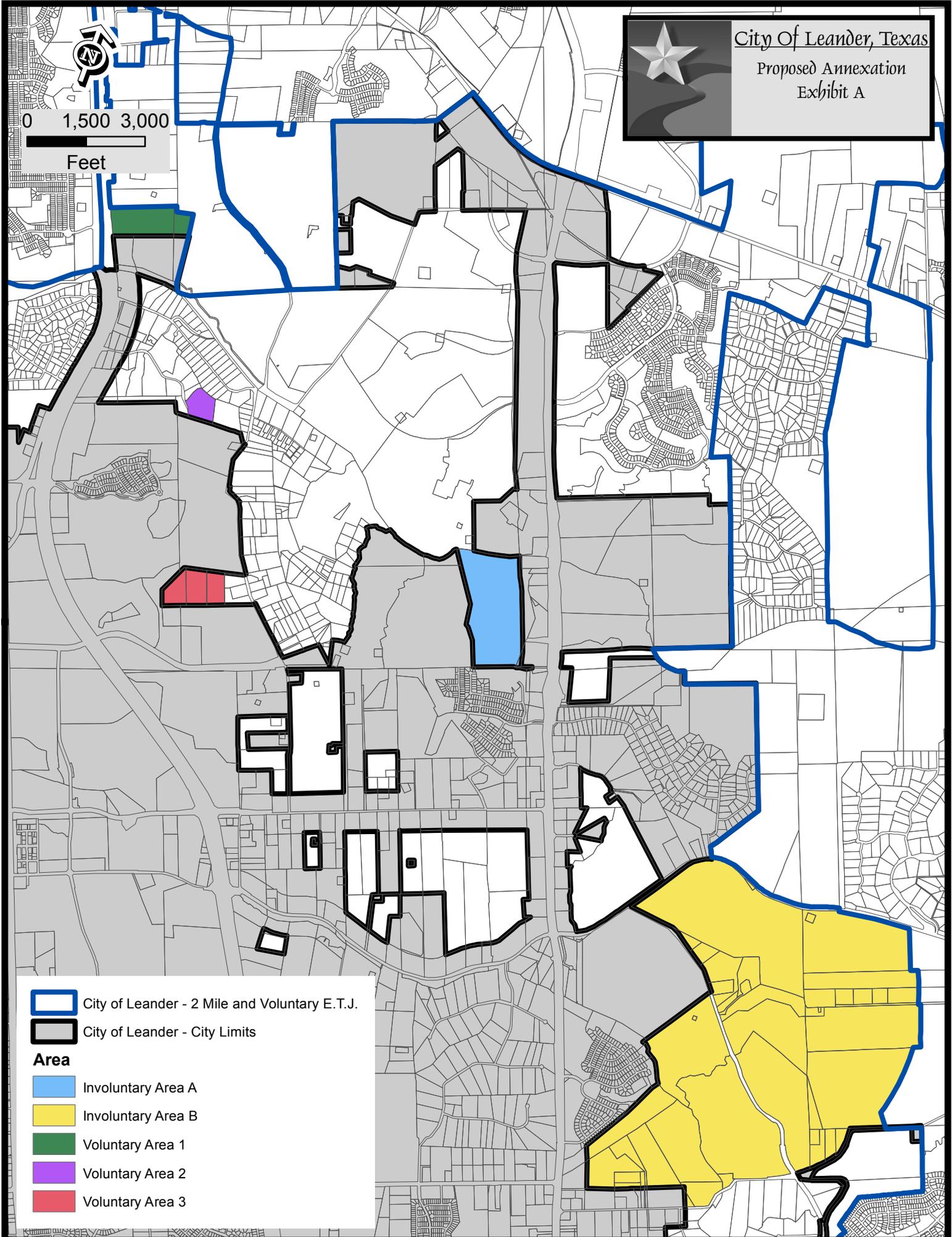
(3) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the effective date of the annexation: Water and wastewater facilities that are identified in the Capital Improvement Plan, as and when funded pursuant to such Plan. Upon development of the subject properties or redevelopment, the landowners will be responsible for the development costs the same as a developer in a similarly situated area under the ordinances in effect at the time of development or redevelopment. No additional capital improvements are necessary at this time to service the subject properties the same as similarly situated properties.

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

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



0 1,500 3,000
Feet



-  City of Leander - 2 Mile and Voluntary E.T.J.
-  City of Leander - City Limits
- Area**
-  Involuntary Area A
-  Involuntary Area B
-  Voluntary Area 1
-  Voluntary Area 2
-  Voluntary Area 3

**SCHEDULE FOR VOLUNTARY ANNEXATION
2017 UNILATERAL ANNEXATIONS**

DATE	ACTION/EVENT	LEGAL AUTHORITY
December 1, 2016	COUNCIL BY WRITTEN RESOLUTION Directs notification to land owners; and sets two (2) Public Hearings January 5, 2017 and January 19, 2017 ; Council directs development of service plan for area to be annexed.	Loc. Gov't Code, §§ 43.063 & 43.065; Public Hearings: are on or after the 40th day but before 20th day before institution of proceedings.
By December 5, 2016	NOTICE TO property owners & utility providers	Loc. Gov't Code § 43.062(b)
December 21, 2016** Publish notice of First Public Hearing and send school district notice	NEWSPAPER NOTICES RE: FIRST AND SECOND PUBLIC HEARINGS ; (If applicable, certified Notice to Railroad). POST NOTICE OF HEARINGS ON CITY'S WEBSITE AND MAINTAIN UNTIL HEARINGS COMPLETE	Not less than 10 days nor more than 20 days before 1st and 2nd public hearings. Loc. Gov't Code, §43.063 (c).
January 4, 2017** Publish notice of Second Public Hearing	SCHOOL DISTRICT NOTICE (notify each school district of possible impact w/in the period prescribed for publishing the notice of the <u>First Public Hearing</u> .)	Loc. Gov't Code § 43.905; send school district notice not less than 10 days nor more than 20 days before the First Public Hearing.
Ten days after the date the first notice of Public Hearing is published	LAST DAY FOR SUBMISSION OF WRITTEN PROTEST BY RESIDENTS (10 days after first newspaper notice)	Site hearing required if 10% of adult residents of tracts protest within 10 days after 1st newspaper notice. Loc. Gov't Code, § 43.063 (b)
January 5, 2017*	1st PUBLIC HEARING AND PRESENT SERVICE PLAN (Not more than 40 days before the 1st reading of ordinance) <i>REGULAR MEETING</i>	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.063(a) & 43.065.
January 19, 2017*	2nd PUBLIC HEARING AND PRESENT SERVICE PLAN (At least 20 days before 1st reading of ordinance.) <i>REGULAR MEETING</i>	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.063(a) & 43.065.
Institution Date February 9, 2017*	FIRST READING OF ORDINANCE <i>SPECIAL CALLED MEETING</i>	Date of institution of proceedings. Not less than 20 days from the second public hearing nor more than 40 days from the first public hearing.
February 16, 2017; Or at a special called meeting after the 1st First Reading	SECOND-FINAL READING OF ORDINANCE <i>REGULAR MEETING</i>	Not more than 90 days after 1 st reading of Ordinance § 43.064.
Within 30 days of Second Reading	CITY SENDS COPY OF MAP showing boundary changes to County Voter Registrar in a format that is compatible with mapping format used by registrar	Elec. Code §42.0615
Within 60 days of Second Reading	CITY PROVIDES CERTIFIED COPY OF ORDINANCE AND MAPS TO: <ol style="list-style-type: none"> 1. County Clerk 2. County Appraisal District 3. County Tax Assessor Collector 4. 911 Addressing 5. Sheriff's Office 6. City Department Heads 7. State Comptroller 8. Franchise Holders 	

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

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

AGENDA ITEM #17



Executive Summary

December 1, 2016

Agenda Subject: A resolution of the City of Leander, Texas, commencing the annexation of three areas of land totaling 74.48 acres, more or less, including the abutting streets, roadways, and rights-of-way; being located in Williamson Counties, Texas and adjacent and contiguous to the city limits; and providing open meetings and other related matters.

Background: This resolution commences the voluntary annexation of 74.48 areas of land as shown on the attached location map. The resolution sets the two public hearings for January 5, 2017 and January 19, 2017. The first reading of the ordinance is scheduled for February 9, 2017 and the second and final reading is scheduled for February 16, 2017.

The February 9th meeting will be a special called meeting of the City Council as it falls on the second Thursday of February.

Origination: City of Leander

Recommendation: Staff recommends approving the resolution

Attachments:

1. Resolution
2. Exhibit A - Location map
3. Annexation schedule

Prepared by: Tom Yantis, AICP
Assistant City Manager

11/21/2016

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF LEANDER, TEXAS, COMMENCING THE ANNEXATION OF THREE (3) AREAS OF LAND TOTALING 74.48 ACRES, MORE OR LESS, INCLUDING THE ABUTTING STREETS, ROADWAYS, AND RIGHTS-OF-WAY; BEING LOCATED IN WILLIAMSON COUNTY, TEXAS AND ADJACENT AND CONTIGUOUS TO THE CITY LIMITS; AND PROVIDING OPEN MEETINGS AND OTHER RELATED MATTERS.

WHEREAS, the City of Leander, Texas, (herein the “City”) is a Texas home-rule city authorized to annex the properties more particularly described herein (the “subject properties”) that are contiguous and adjacent to the corporate limits of the City;

WHEREAS, the subject properties are located within Williamson County, Texas, contiguous and adjacent to the corporate limits of the City and are within the extraterritorial jurisdiction of the City;

WHEREAS, the owners of two (2) of the areas, being approximately 10.92 acres and 30.07 acres, as detailed herein, have petitioned the City for annexation of said properties into the City limits;

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

WHEREAS, the area of land being 33.49 acres, more or less, is owned by the City;

WHEREAS, the City, pursuant to §43.021, *Tex. Loc. Gov’t. Code*, and the City Charter, is authorized to annex the subject properties; and

WHEREAS, after review and consideration of the subject properties, the City Council finds that the subject properties are exempt from the City’s annexation plan pursuant to §43.052 (h)(1) of the *Tex. Loc. Gov’t. Code*;

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

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

Section 2. Proceedings. The annexations of all portions of the following-described subject properties and the abutting streets, roadways and rights-of-way, are hereby commenced:

- (1) Area 1. All those certain parcels or tracts of land containing 33.49 acres, more or less, located in Williamson County, Texas, generally located north of the South San Gabriel River, east of U.S. 183, and being more particularly described and shown in Exhibit "A" attached hereto.
- (2) Area 2. All that certain parcel or tract of land containing 10.92 acres, more or less, located in Williamson County, Texas, generally located south of South Gabriel Drive, east of U.S. 183, north of Riva Ridge Drive, and being more particularly described and shown in Exhibit "A" attached hereto.
- (3) Area 3. All those certain parcels or tracts of land containing 30.07 acres, more or less, located in Williamson County, Texas, generally located north of the San Gabriel Parkway, west of CR 270 and east of the 183 A toll road and being more particularly described and shown in Exhibit "A" attached hereto.

Two public hearings are set for the dates of January 5, 2017 and January 19, 2017. Notice of such hearings shall be published in accordance with Chapter 43, Texas Local Government Code, and the hearings shall be open to the public to accept public comment on the annexation request. Notice of the proposed annexation shall be mailed to service providers and to property owners within the subject properties. The draft service plan proposed to be applicable for the subject properties is attached as Exhibit "B".

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

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

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

ATTEST:

CITY OF LEANDER, TEXAS

Debora Penberg, Interim City Secretary

Christopher Fielder, Mayor

EXHIBIT “A”

EXHIBIT “B”

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

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

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

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

WHEREAS, the subject properties will be provided municipal services on the same terms and conditions as other similarly situated properties currently within the City limits and capital improvements necessary to offer such municipal services on the same terms and conditions as other similarly situated properties within the City and in accordance with City policies, regulations, and ordinances; and

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

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

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

A. Police protection as follows:

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

B. Fire protection and Emergency Medical Services as follows:

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

C. Solid waste collection services as follows:

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

D. Animal control as follows:

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

E. Maintenance of parks and playgrounds within the City.

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

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

H. Land use regulation as follows:

On the effective date of annexation, the regulatory jurisdiction of the City shall be extended to include the annexed area, and all property therein shall be subject to the City's police power regulations as set forth in duly adopted ordinances; provided that the use of all property therein shall be grandfathered to the extent provided by state law. The subject properties shall be temporarily zoned "SFR-1-B" with the intent to rezone the subject properties upon request of the landowner or staff. The Planning & Zoning Commission and the City Council will consider rezoning the subject properties at future times in response to requests submitted by the landowners or authorized city staff.

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

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

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

(ii) In accordance with the applicable rules and regulations for the provision of water service, water service will be provided to the subject properties by the City in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. The subject properties owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the subject properties as required in City ordinances. Upon acceptance of the water lines within the subject properties and any off-site improvements, water service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City; subject to all the ordinances, regulations and policies of the City in effect from time to time. The system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated

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

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

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

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

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

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

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

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

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

public streets, roadways and rights-of-way within the boundaries of the subject properties, as follows:

- (A) As provided in C(i)(A)&(B) above;
 - (B) Reconstruction and resurfacing of streets, installation of drainage facilities, construction of curbs, gutters and other such major improvements as the need therefore is determined by the governing body under City policies;
 - (C) Installation and maintenance of traffic signals, traffic signs, street markings and other traffic control devices as the need therefore is established by appropriate study and traffic standards; and
 - (D) Installation and maintenance of street lighting in accordance with established policies of the City;
- (iii) The outer boundaries of the subject properties abut existing roadways. The property owner agrees that no improvements are required on such roadways to service the property.

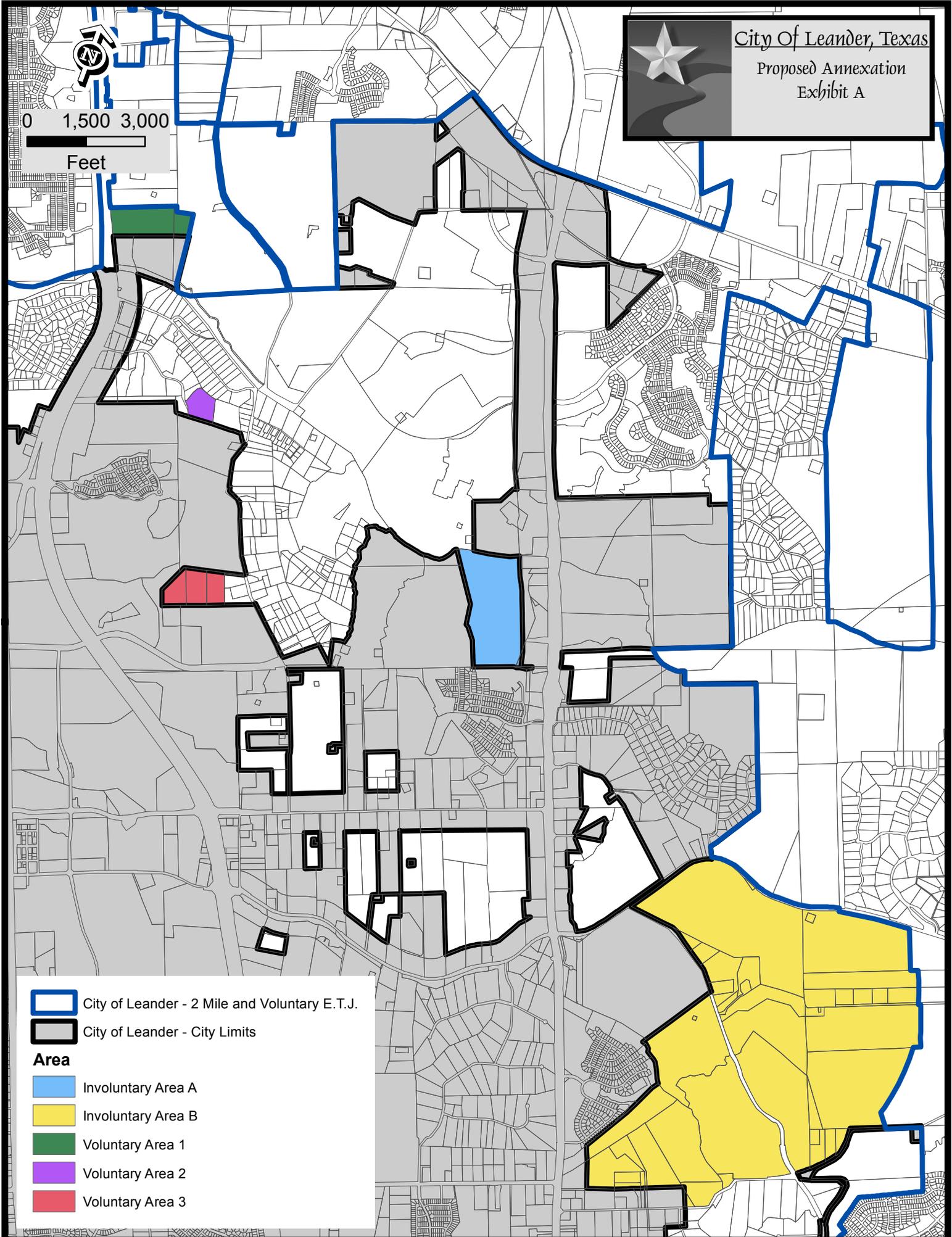
(3) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the effective date of the annexation: Water and wastewater facilities that are identified in the Capital Improvement Plan, as and when funded pursuant to such Plan. Upon development of the subject properties or redevelopment, the landowners will be responsible for the development costs the same as a developer in a similarly situated area under the ordinances in effect at the time of development or redevelopment. No additional capital improvements are necessary at this time to service the subject properties the same as similarly situated properties.

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

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



0 1,500 3,000
Feet



- City of Leander - 2 Mile and Voluntary E.T.J.
- City of Leander - City Limits
- Area**
- Involuntary Area A
- Involuntary Area B
- Voluntary Area 1
- Voluntary Area 2
- Voluntary Area 3

**SCHEDULE FOR VOLUNTARY ANNEXATION
2017 UNILATERAL ANNEXATIONS**

DATE	ACTION/EVENT	LEGAL AUTHORITY
December 1, 2016	COUNCIL BY WRITTEN RESOLUTION Directs notification to land owners; and sets two (2) Public Hearings January 5, 2017 and January 19, 2017 ; Council directs development of service plan for area to be annexed.	Loc. Gov't Code, §§ 43.063 & 43.065; Public Hearings: are on or after the 40th day but before 20th day before institution of proceedings.
By December 5, 2016	NOTICE TO property owners & utility providers	Loc. Gov't Code § 43.062(b)
December 21, 2016** Publish notice of First Public Hearing and send school district notice	NEWSPAPER NOTICES RE: FIRST AND SECOND PUBLIC HEARINGS ; (If applicable, certified Notice to Railroad). POST NOTICE OF HEARINGS ON CITY'S WEBSITE AND MAINTAIN UNTIL HEARINGS COMPLETE	Not less than 10 days nor more than 20 days before 1st and 2nd public hearings. Loc. Gov't Code, §43.063 (c).
January 4, 2017** Publish notice of Second Public Hearing	SCHOOL DISTRICT NOTICE (notify each school district of possible impact w/in the period prescribed for publishing the notice of the <u>First Public Hearing</u> .)	Loc. Gov't Code § 43.905; send school district notice not less than 10 days nor more than 20 days before the First Public Hearing.
Ten days after the date the first notice of Public Hearing is published	LAST DAY FOR SUBMISSION OF WRITTEN PROTEST BY RESIDENTS (10 days after first newspaper notice)	Site hearing required if 10% of adult residents of tracts protest within 10 days after 1st newspaper notice. Loc. Gov't Code, § 43.063 (b)
January 5, 2017*	1st PUBLIC HEARING AND PRESENT SERVICE PLAN (Not more than 40 days before the 1st reading of ordinance) <i>REGULAR MEETING</i>	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.063(a) & 43.065.
January 19, 2017*	2nd PUBLIC HEARING AND PRESENT SERVICE PLAN (At least 20 days before 1st reading of ordinance.) <i>REGULAR MEETING</i>	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.063(a) & 43.065.
Institution Date February 9, 2017*	FIRST READING OF ORDINANCE <i>SPECIAL CALLED MEETING</i>	Date of institution of proceedings. Not less than 20 days from the second public hearing nor more than 40 days from the first public hearing.
February 16, 2017; Or at a special called meeting after the 1st First Reading	SECOND-FINAL READING OF ORDINANCE <i>REGULAR MEETING</i>	Not more than 90 days after 1 st reading of Ordinance § 43.064.
Within 30 days of Second Reading	CITY SENDS COPY OF MAP showing boundary changes to County Voter Registrar in a format that is compatible with mapping format used by registrar	Elec. Code §42.0615
Within 60 days of Second Reading	CITY PROVIDES CERTIFIED COPY OF ORDINANCE AND MAPS TO: 1. County Clerk 2. County Appraisal District 3. County Tax Assessor Collector 4. 911 Addressing 5. Sheriff's Office 6. City Department Heads 7. State Comptroller 8. Franchise Holders	

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

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



Executive Summary

December 01, 2016

Agenda Subject:	Discussion and possible direction to staff regarding a proposed Public Improvement District (PID) for the Crystal Springs subdivision.
Background:	The proposed developer of the Crystal Springs subdivision, Century Communities, has requested that the City consider the creation of a PID for the project. Staff will present information regarding the proposed terms of the PID to Council for feedback at the meeting.
Origination:	Applicant: City of Leander
Financial Consideration:	None
Recommendation:	Staff is seeking input and direction from Council.
Attachments:	None
Prepared By:	Tom Yantis, AICP Assistant City Manager

11/18/2016



Executive Summary

11-21-16

Agenda Subject: Project, Financing Plan and Estimated Project Costs associated with the Saint David's Medical Complex Project within the Leander TIRZ No. 1 reinvestment zone. Adjusting TIRZ investments to meet the infrastructure needs of the new project and adjusting accepted investment to include Gas Utility Infrastructure to the List of Public Improvement Projects.

Background: City staff has been negotiating with this health services group for a number of months to secure the construction of a phased health services campus (52 acres bordered by Highway 183 to the west, Highway 183-A to the east and East San Gabriel Parkway to the south).

Origination: The City is interested in securing more medical, and specifically hospital, services to improve availability of said services to the City's population and to benefit from the employment opportunities such a development would produce. The opportunity to secure such services through the Saint David's HCA health services group has allowed the City, along with Williamson County and the TIRZ district, to construct an incentive package to encourage the construction of a phased development that is projected to result in the construction of an up to 400 bed hospital (the commitment is for a minimum of 30 beds) and supporting services that will create more than 1,000 direct quality jobs. This Agenda item deals with the infrastructure portion of the agreement associated with TIRZ funding.

Recommendation: Staff recommends approval of the plans, including adjustment of accepted infrastructure investment to include Gas Utility Infrastructure.

Attachments: Proposed TIRZ No. 1 ordinance amending the project and financing plan for the zone.

Estimated Projected Reimbursable Expenditures (Maximum \$2 million):

A. Transportation Projects:	\$ 450,000
B. Drainage Structures – Water Quality and Detention Ponds:	\$ 550,000
C. Street Lighting:	\$ 150,000
D. Offsite Gas Line Extension:	\$ 350,000
E. Onsite Water Line Projects:	\$ 200,000
F. Sewer Projects:	\$ 300,000
TOTAL	\$2,000,000

Payback Projections, Based on Original Proposal:

Based on the three phase development proposal with the Emergency Clinic constructed first, the Medical Office Building on-line in year 4 and the 30 bed (minimum) hospital component as Phase III coming on-line in year 7, the payback will be achieved in 9.3 years.

Prepared by: Mark S. Willis, Economic Development Director

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS AMENDING THE PROJECT AND FINANCING PLAN FOR THE REINVESTMENT ZONE NUMBER ONE TO ALLOCATE THE ESTIMATED PROJECT COSTS FOR THE ST. DAVID'S MEDICAL COMPLEX PROJECT AMONG PROJECT CATEGORIES; AMENDING THE PROJECT AND FINANCING PLAN TO ADD GAS UTILITY INFRASTRUCTURE TO THE LIST OF PUBLIC IMPROVEMENTS THAT MAY BE FUNDED BY THE ZONE AND PROVIDING FOR THE ESTIMATED PROJECT COSTS FOR SAID IMPROVEMENTS; PROVIDING THE ESTIMATED TIME WHEN PROJECT COSTS WILL BE INCURRED FOR THE MEDICAL COMPLEX PROJECTS; ESTABLISHING THE MEDICAL COMPLEX SUBACCOUNT IN THE TAX INCREMENT FUND; AND PROVIDING FOR RELATED MATTERS

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

WHEREAS, Zone Creation Ordinance adopted a project and financing plan pursuant to Section 311.011, Texas Tax Code, which has been amended and updated from time to time (the "Zone Plan");

WHEREAS, the Zone, the Leander Development Authority, and the City considered the approval of that certain Leander Medical Complex Development and Reimbursement Agreement dated _____ (the "Reimbursement Agreement"), in which the developer identified in the Reimbursement Agreement (the "Developer") will be reimbursed for the design, construction, and installation of certain public improvement projects in connection with development of the property described in the Reimbursement Agreement (the "Property") that are described in Section 3 herein as the Public Improvement Projects, subject to the terms and conditions of the Reimbursement Agreement;

WHEREAS, the Zone and the City desire to assign the Public Improvement Projects to project categories in the Zone Plan for the purpose of tracking the commitment of tax increment funds; and

WHEREAS, the Zone and the City further desire to amend the Zone Plan to add gas utility infrastructure to the list of public improvements that may be financed by the Zone and establishing estimated project costs for such improvements;

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

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

Section 2. Zone Plan. The Zone Plan is hereby amended by adding gas utility infrastructure to the list of public improvements that may be financed by the Zone as set forth in Exhibit A. The Zone Plan is further amended to establish the estimated project costs for the gas utility infrastructure and to reduce the estimated project costs for the Drainage-Detention - Offsite Facilities category, as set forth in Exhibit A. The Zone Plan set forth in Exhibit A is hereby adopted and approved.

Section 3. Public Improvement Projects. (a) The public improvement projects described in this Section and **Exhibit B** are reasonable and necessary to provide adequate water, sewer, transportation, storm water detention and drainage, gas utility service, and other public infrastructure for persons and property located within the Zone (the “Public Improvement Projects”). The Public Improvement Projects are authorized by the Act, are consistent with the Zone Plan, and correspond to the categories of projects set forth in the Zone Plan, as follows:

<u>Public Improvement Project</u>	<u>Zone Plan Project Category</u>
(1) Transportation Projects	Transportation - Required Roadways
(a) A deceleration lane on the frontage road of Highway 183A	
(b) A deceleration lane on San Gabriel Parkway	
(c) Construction of two to four lanes of San Gabriel Parkway	
(d) Traffic signals on roads adjacent to the Property	
(e) Turn lane improvements on roads abutting the Property	
(2) Drainage Structures – Water Quality and Detention Ponds	Drainage-Detention – Regional Facilities
(3) Street Lighting	Design Enhancements – Street Lighting
(4) Sidewalks	Transportation - Required Roadways
(5) Offsite Gas Line Extension	Other Utilities - Natural Gas
(6) Onsite Water Projects	Water – Necessary Connections
(7) Sewer Projects	Wastewater – Laterals/Main Collectors
(a) Sewer Line Extension Project	
(b) Onsite Sewer Project	

(b) No bonded indebtedness secured by tax increment revenue from the Zone is envisioned at this time to finance the design and construction of the Public Improvement Projects.

Section 4. Medical Complex Project Costs.

(a) The estimated project costs and the estimated time for completion of the Public Improvement Projects are set forth in Exhibits A and B. After completion and acceptance of the Public Improvements, the developer will receive reimbursements from amounts that are deposited into the Medical Complex Project Payment Account for completed and accepted Public Improvement Project subject to the terms, conditions, and limitation of the Reimbursement Agreement.

(b) The actual costs of designing, constructing and installing a Medical Complex Project may be greater than or less than the estimated costs for such project. The estimated costs of each category of the Medical Complex Projects may be adjusted as the Medical Complex Projects proceed, so that reimbursement amounts may be transferred from one category that is constructed for actual costs less than its estimated costs to another category that is constructed for actual costs greater than its estimated costs; provided that the Developer's reimbursements from the Zone shall not exceed the Maximum Reimbursement Amount, as that term is defined in the Reimbursement Agreement. At such time that the Developer submits a request for reimbursement, the Developer may request an adjustment to the estimated costs of each category of the Medical Complex projects. The City staff is authorized to make adjustments to the Project Plan categories from which the Public Improvement Projects are reimbursed; provided that the Developer's reimbursements from the Zone shall not exceed the Maximum Reimbursement Amount. The adjustments to the project plan category amounts will be brought to the Zone for reconciliation.

(c) The estimated project costs and estimated time when the public infrastructure will be complete, are hereby amended and updated as set forth in **Exhibit A**.

Section 5. Sub Accounts Created. The Medical Complex Project Payment Account (the "Payment Account") is hereby created and established as a sub-account of the Tax Increment Fund. The Payment Account shall be maintained for the period of time required under the Reimbursement Agreement, and a portion of the tax receipts shall be deposited into the Payment Account as provided in, and subject to the terms and conditions of, the Reimbursement Agreement.

Section 6. Amendment of Conflicting Ordinances. The Zone Plan adopted under Ordinances 06-029-00 and 06-029-01, as amended by subsequently adopted ordinances, is hereby amended to the extent of any conflict with this Ordinance. In the event of a conflict between this Ordinance and another Ordinance of the City, this Ordinance shall control, provided that this Ordinance shall not change the terms, conditions, or limitations of any reimbursement agreement governing payment of tax increment revenue generated within the Zone.

Section 7. Severability. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any phrase, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation of this ordinance of any such invalid phrase, clause, sentence, paragraph or section. If any provision of this Ordinance shall be adjudged by a court of competent jurisdiction to be invalid, the invalidity shall not affect other

provisions or applications of this Ordinance which can be given effect without the invalid provision, and to this end the provisions of this Ordinance are declared to be severable.

Section 8. Effective Date. This ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the *Tex. Loc. Gov't. Code*.

Section 9. 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 ____ day of December, 2016.

ATTEST:

THE CITY OF LEANDER, TEXAS

Debora Penberg, Interim City Secretary

Christopher Fielder, Mayor

EXHIBIT A
AMENDED ZONE PLAN

Leander TIRZ Project Plan (Rev. 11/16/2016)																		
Funding Category	2006-2008	2008-2010	2010-2015	2015-2020	2020-2025	2025-2031	Total	Uncommitted Balance	Committed Funds*								Total Committed	
									RB270	TVI	Williamson Co.	City of Leander	Crescent	Oak Creek	St. David's Hospital	Cash Contributions		Impact Fee Revenues**
Administration	\$ 6,600	\$ 33,567	\$ 650,000	\$ 100,000	\$ 100,000	\$ 59,833	\$ 950,000	\$ 300,000				\$ 650,000						\$ 650,000
Engineering Design-Consulting			\$ 42,349	\$ 650,000	\$ 650,000	\$ 757,651	\$ 2,100,000	\$ 583,036	\$ 369,912	\$ 997,052						\$ 150,000		\$ 1,516,964
Water																		
Transmission			\$ 437,400	\$ 3,000,000	\$ 3,000,000	\$ 1,987,600	\$ 8,425,000	\$ 7,630,000				\$ 795,000	\$ 2,730,000				\$ (2,730,000)	\$ 795,000
Storage contribution							\$ -	\$ -										\$ -
Necessary Connections				\$ 1,840,000	\$ 1,500,000	\$ 500,000	\$ 3,840,000	\$ 3,144,050		\$ 63,500				\$ 432,450	\$ 200,000			\$ 695,950
Offsite Contribution				\$ 450,000			\$ 450,000	\$ 450,000										\$ -
							Sub-Tot	\$ 12,715,000	\$ 11,224,050									\$ 1,490,950
Wastewater																		
Brushy Creek Basin																		
Interceptor				\$ 1,000,000	\$ 1,090,000		\$ 2,090,000	\$ 1,839,088					\$ 708,200				\$ (457,288)	\$ 250,912
Laterals/Main Collectors				\$ 500,000	\$ 550,000	\$ 250,000	\$ 1,300,000	\$ 539,415					\$ 1,300,000	\$ 300,000			\$ (839,415)	\$ 760,585
Lift Station				\$ 500,000	\$ 250,000	\$ 250,000	\$ 1,000,000	\$ 783,171					\$ 612,000				\$ (395,171)	\$ 216,829
Force Main				\$ 150,000	\$ 240,000		\$ 390,000	\$ 390,000										\$ -
San Gabriel Basin																		
Interceptor				\$ 100,000	\$ 650,000		\$ 750,000	\$ 371,880					\$ 378,120					\$ 378,120
Laterals				\$ 250,000	\$ 250,000	\$ 200,000	\$ 700,000	\$ 129,700					\$ 570,300					\$ 570,300
Lift Station				\$ 300,000	\$ 300,000	\$ 350,000	\$ 950,000	\$ 470,000					\$ 480,000					\$ 480,000
Force Main					\$ 200,000		\$ 200,000	\$ 200,000										\$ -
Offsite Contribution				\$ 250,000	\$ 250,000	\$ 250,000	\$ 750,000	\$ 750,000										\$ -
							Sub-Tot	\$ 8,130,000	\$ 5,473,254									\$ 2,656,746
Transportation																		
RM 2243				\$ 1,075,000	\$ 1,075,000		\$ 2,150,000	\$ 2,150,000										\$ -
San Gabriel Parkway				\$ 2,000,000	\$ 2,700,000		\$ 4,700,000	\$ -			\$ 4,700,000							\$ 4,700,000
CR 273			\$ 388,511	\$ 311,489			\$ 700,000	\$ 150,000	\$ 200,000	\$ 200,000						\$ 150,000		\$ 550,000
CR 269				\$ 700,000	\$ 700,000		\$ 1,400,000	\$ 1,400,000										\$ -
US 183 Improvements				\$ 1,000,000	\$ 1,000,000	\$ 1,050,000	\$ 3,050,000	\$ 3,050,000										\$ -
Required Roadways			\$ 12,000	\$ 1,000,000	\$ 1,500,000	\$ 1,488,000	\$ 4,000,000	\$ 1,004,776					\$ 715,000	\$ 1,830,224	\$ 450,000			\$ 2,995,224
Necessary Connections				\$ 350,000	\$ 350,000	\$ 300,000	\$ 1,000,000	\$ 187,092		\$ 42,908			\$ 770,000					\$ 812,908
183A enhancements - connections				\$ 750,000	\$ 750,000	\$ 500,000	\$ 2,000,000	\$ 500,000					\$ 1,500,000					\$ 1,500,000
							Sub-Tot	\$ 19,000,000	\$ 8,441,868									\$ 10,558,132
Rail Station																		
Rail Station Improvements				\$ 1,500,000	\$ 1,500,000		\$ 3,000,000	\$ 3,000,000										\$ -
Drainage - Detention																		
Regional Facilities				\$ 1,600,000	\$ 1,600,000		\$ 3,200,000	\$ 5,428					\$ 1,784,529	\$ 860,043	\$ 550,000			\$ 3,194,572

Leander TIRZ Project Plan (Rev. 11/16/2016)																			
Funding Category	2006-2008	2008-2010	2010-2015	2015-2020	2020-2025	2025-2031	Total	Uncommitted Balance	Committed Funds*								Total Committed		
									RB270	TVI	Williamson Co.	City of Leander	Crescent	Oak Creek	St. David's Hospital	Cash Contributions		Impact Fee Revenues**	
Ponds				\$ 325,000	\$ 325,000		\$ 650,000	\$ 112,121						\$ 362,955	\$ 174,924			\$ 537,879	
Main Collectors				\$ 225,000	\$ 225,000		\$ 450,000	\$ 450,000										\$ -	
Phased Detention				\$ 135,000	\$ 135,000		\$ 270,000	\$ 270,000										\$ -	
Offsite Facilities				\$ 500,000	\$ 500,000		\$ 1,000,000	\$ 1,000,000										\$ -	
Property/Easements					\$ 350,000	\$ 350,000	\$ 700,000	\$ 700,000										\$ -	
Water Quality (some overlap with Detention)																			
Treatment Facilities (BMPs)				\$ 790,000	\$ 790,000		\$ 1,580,000	\$ 280,126						\$ 877,141	\$ 422,733			\$ 1,299,874	
Phased Treatment				\$ 125,000	\$ 125,000	\$ 100,000	\$ 350,000	\$ 350,000										\$ -	
Property/Easements				\$ 225,000	\$ 225,000		\$ 450,000	\$ 450,000										\$ -	
Off-site Facilities				\$ 250,000	\$ 250,000		\$ 500,000	\$ 500,000										\$ -	
							Sub-Tot	\$ 9,150,000	\$ 4,117,675									\$ 5,032,325	
Design Enhancements																			
Street Lighting				\$ 300,000	\$ 300,000	\$ 300,000	\$ 900,000	\$ (70,944)		\$ 83,152				\$ 680,000	\$ 57,792	\$ 150,000		\$ 970,944	
Plazas/Features				\$ 300,000	\$ 350,000	\$ 300,000	\$ 950,000	\$ 624,207		\$ 110,835					\$ 214,958			\$ 325,793	
Greenspace Treatments				\$ 300,000	\$ 350,000	\$ 300,000	\$ 950,000	\$ 651,013		\$ 71,737					\$ 227,250			\$ 298,987	
Other (unique improvements that benefit the TOD)				\$ 200,000	\$ 150,000	\$ 100,000	\$ 450,000	\$ 450,000										\$ -	
							Sub-Tot	\$ 3,250,000	\$ 1,654,276									\$ 1,595,724	
Other Utilities																			
Natural Gas				\$ 1,000,000	\$ 550,000		\$ 1,550,000	\$ 1,200,000								\$ 350,000		\$ 350,000	
	\$ 6,600	\$ 33,567	\$ 1,530,260	\$ 24,051,489	\$ 24,830,000	\$ 9,393,084	Total	\$ 59,845,000	\$ 35,994,159	\$ 569,912	\$ 1,569,184	\$ 4,700,000	\$ 1,445,000	\$ 13,468,245	\$ 4,220,374	\$ 2,000,000	\$ 300,000	\$ (4,421,874)	\$ 23,850,841
Notes:																			
* - The committed amounts are maximum dollar amounts that are subject to any pro-rata cost calculations, multipliers, reductions or other stipulations in the approved reimbursement agreements.																			
** - The Crescent agreement provides for a portion of the water and wastewater impact fees collected from connections into the funded water and wastewater improvements to be paid to the TIRZ account to be used to fund the reimbursements. These amounts are based on the total number of LUEs only within the Crescent property and at the impact fee rates as of October 2014																			

EXHIBIT “B”
Medical Complex Public Improvement Projects

Public Improvement Project	Estimated Project Costs*	Estimated Year of Completion
Transportation Projects a. A deceleration lane on the frontage road of Highway 183A b. A deceleration lane on San Gabriel Parkway c. Construction of two to four lanes of San Gabriel Parkway d. Traffic signals on roads abutting the Property e. Turn lane improvements on roads abutting the Property f. Sidewalks	\$450,000 (Total)	
Drainage Structures – Water Quality and Detention Ponds	\$550,000	
Street Lighting	\$150,000	
Offsite Gas Line Extension	\$350,000	
Onsite Water Line Projects	\$200,000	
Sewer Projects a. Onsite Sewer Project b. Sewer Line Extension Project	\$300,000 (Total)	

MAXIMUM REIMBURSEMENT AMOUNT: \$2,000,000.00



Executive Summary
11-21-16

Agenda Subject: Leander-Saint David’s Medical Complex Development and Reimbursement Agreement.

Background: City staff has been negotiating with this health services group to secure the construction of a phased health services campus (52 acres bordered by Highway 183 to the west, Highway 183-A to the east and East San Gabriel Parkway to the south).

Origination: This agreement represents the detailed contractual relationship between the entities involved in the development of the medical complex in Leander. It defines the requirements and terms associated with the reimbursements to the Saint David’s Healthcare Partnership, LP, LLP.

Recommendation: Staff recommends approval of the Agreement.

Attachments: Leander Medical Complex Development and Reimbursement Agreement

Estimated Value of Incentives: These numbers are based on the original proposed phased development with a 30 bed hospital representing Phase 3.

A. TIRZ	\$2 mil
B. Williamson County	\$1 mil
C. <u>City of Leander</u>	<u>\$4 mil</u>
Total	\$7 mil

Prepared by: Mark S. Willis, Economic Development Director

**LEANDER MEDICAL COMPLEX DEVELOPMENT
AND REIMBURSEMENT AGREEMENT**

This Leander Medical Complex Development and Reimbursement Agreement (the “AGREEMENT”) is entered into effective when fully executed (the “EFFECTIVE DATE”), by the City of Leander, Texas (the “CITY”); the Leander Development Authority (the “AUTHORITY”); GHC – Galen Healthcare, LLC, the Manager of St. David’s Healthcare Partnership, L.P., LLP (the “DEVELOPER”), and Reinvestment Zone Number One, City of Leander, Texas (the “ZONE”). The capitalized terms used in this Agreement have the meanings ascribed to them herein.

RECITALS

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

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

WHEREAS, the Developer is a Texas limited liability partnership and owns approximately 52 acres of property in Williamson County within the Zone and intends to develop it as a free standing emergency department (“FSED”);

WHEREAS the Zone is a tax increment reinvestment zone created pursuant to the authority of Chapter 311, Texas Tax Code, as amended (the “ACT”), by Ordinance No. 06-029-00 adopted by the City Council of the City (the “CITY COUNCIL”) on September 7, 2006, as amended by subsequent ordinances adopted by the Zone and the City Council;

WHEREAS, the City, the Authority, the Developer, and the Zone are individually referred to as a “PARTY” and collectively as the “PARTIES;”

WHEREAS, the City executes this Agreement for limited purposes which are: (1) approving this Agreement as a contractual obligation of the Authority; (2) creating the Payment Account with respect to the Medical Complex Project (the “MEDICAL COMPLEX PROJECT PAYMENT ACCOUNT”) within the Tax Increment Fund and depositing the City Tax Increment Receipts and County Tax Increment Receipts into such Medical Complex Project Payment Account; (3) approving the use of funds in the Medical Complex Project Payment Account by the Authority to reimburse the Developer for Medical Complex Project Costs; and (4) to hold the rights and obligations expressly set forth herein as rights and obligations of the City;

WHEREAS, the Zone, acting through its Board of Directors (the “BOARD”) executes this Agreement for limited purposes which are: (1) approving this Agreement as a contractual obligation of the Authority; (2) approving the creation of a Medical Complex Project Payment Account within the Tax Increment Fund and approving the deposits into such account in the Tax Increment Fund of the City Tax Increment Receipts and County Tax Increment Receipts; (3) approving the use of funds in the Medical Complex Project Payment Account by the Authority to reimburse the Developer for Medical Complex Project Costs; and (4) to hold the rights and obligations expressly set forth herein as rights and obligations of the Zone;

1.5 Project Plan. The Board has recommended approval of, and the City Council has approved a Project Plan that includes certain water, sewer, water quality, transportation, and other improvements identified in this Agreement as the Medical Complex Projects that are eligible under the Act for reimbursement from the Zone. The Authority finds that such improvements, the Medical Complex Projects described in Article 5, are authorized by the Act, are consistent with and included in the Project Plan, and are appropriate for reimbursement pursuant to this Agreement.

1.6 Benefits. The Developer will benefit from being reimbursed certain costs and by virtue of the improved feasibility for the current development of the Property, the financial benefit of the reimbursements, the City services that will be made available to the Property, and the predictability regarding the City's regulations applicable to development. The Authority, the Zone, and the City will benefit from the construction of the Medical Complex Projects, the development of the Property within the TODD PUD, the enhancement of land values in properties that will be served by the Medical Complex Projects, and resulting tax revenues that the City and the County will realize.

1.7 Consideration. The benefits to the Parties, plus the mutual promises expressed herein, are good and valuable consideration for this Agreement, the sufficiency of which is hereby acknowledged by the Parties.

1.8 Term. The term of this Agreement shall begin on the Effective Date and continue until the earlier of: (1) the date the Zone is terminated; or (2) the date on which the Developer has been reimbursed for the Medical Complex Project Costs up to the Maximum Reimbursement Amount as provided in this Agreement.

ARTICLE 2 DEFINITIONS

2.1 Applicable Regulations means (1) this Agreement; (2) all federal statutes and regulations, as amended; (3) all statutes and the Constitution of the State of Texas, as amended (including, but not limited to, Article III, Section 52-a of the Texas Constitution, Section 380.001 of the Texas Local Government Code, and Chapter 311 and Section 351.101 of the Texas Tax Code), as amended from time to time; (4) to the extent not in conflict with this Agreement, all other City ordinances, as amended; and (5) all rules and regulations of the Texas Department of Transportation, as amended. With respect to the Offsite Gas Line Extension, Atmos Energy's, or its successor's, rules and regulations shall govern design, construction, and acceptance of the Offsite Gas Line Extension.

2.2 Atmos Energy means Atmos Energy Corporation.

2.3 Captured Appraised Value means, for a taxing unit, the total taxable value of real property and business personal property by the unit and located in the Zone for a given year less the total taxable value of real property and business personal property taxable by the unit and located in the Zone for the year in which the Zone was created.

2.4 City Tax Increment Receipts means: 50% of the ad valorem taxes collected and received by the City on the Captured Appraised Value of the Property minus the Zone Administrative Expenses.

2.5 County means Williamson County, Texas.

2.6 County Participation Agreement means the Amended Tax Increment Financing Agreement effective August 8, 2006, by and between the City and the County, as amended.

2.7 County Tax Increment Receipts means 50% of the ad valorem taxes collected and received by the County on the Captured Appraised Value of the Property minus the Zone Administrative Expenses.

2.8 Design Enhancement Projects means lighting on the Property abutting and adjacent to the Transportation Projects or San Gabriel Parkway described in the construction plans approved by the City.

2.9 Drainage Structure — Water Quality and Detention Projects means wet detention and water quality ponds described in the construction plans approved by the City. The Drainage Structure — Water Quality and Detention Projects will be designed and constructed in accordance with the TCEQ in order to remove a minimum of 80% of the increase in Total Suspended Solids (“TSS”) and with this Agreement. The Drainage Structure – Water Quality and Detention Projects will be designed in a manner that will allow storm water from other properties to drain into such Projects as determined feasible and appropriate by the City Engineer and the Developer, either through ultimate construction of the Drainage Structure – Water Quality and Detention Projects themselves, or by designing and providing enough land on the Property to allow for future oversizing of said Projects. The Parties will determine at either the site development or platting stage for the Property the sizing of the Drainage Structure – Water Quality and Detention Projects for the purpose of accepting flows from land outside the Property. The Parties will cooperate in good faith to give effect to this Section.

2.10 Estimated Costs for Each Category of the Medical Complex Projects means estimated costs to construct each category of the Medical Complex Projects. There are six categories of Medical Complex Projects, which are: (a) the Transportation Projects; (b) the Drainage Structure – Water Quality and Detention Projects; (c) Design Enhancement Projects; (d) Onsite Water Projects; (e) Sewer Projects; and (f) Offsite Gas Line Extension Projects.

2.11 Estimated Costs for the Design Enhancement Projects means the estimated project costs for the Design Enhancement Projects which are set forth in **Exhibit B**.

2.12 Estimated Costs for the Drainage Structure – Water Quality and Detention Projects means the estimated costs for the Drainage Structure – Water Quality and Detention Project which are set forth in **Exhibit B**.

2.13 Estimated Costs for Offsite Gas Line Extension Projects means the estimated costs of the Offsite Gas Line Extension Project which are set forth in **Exhibit B**.

2.14 Estimated Costs for the Onsite Water Projects means the estimated costs of the Onsite Water Projects which are set forth in **Exhibit B**.

2.15 Estimated Costs for the Sewer Projects means the estimated costs of the Sewer Projects which are set forth in **Exhibit B**.

2.16 Estimated Costs for the Transportation Projects means the estimated costs for the Transportation Projects which are set forth in **Exhibit B**.

2.17 Maximum Reimbursement Amount means the lessor of (i) the actual costs to design, construct, and install the Medical Complex Projects, or (ii) \$2,000,000.

2.18 Medical Complex Project Payment Account means a separate account established by the City and the Zone within the Tax Increment Fund for the deposit of the City Tax Increment Receipts and the County Tax Increment Receipts, and from which the Authority will reimburse the Developer for Medical Complex Project Costs, up to the Maximum Reimbursement Amount as provided in this Agreement.

2.19 Medical Complex Projects means the improvements described in Section 5.1.

2.20 Medical Complex Project Costs are defined in Article VI.

2.21 Offsite Gas Line Extension means the extension of a gas line from the existing Atmos Energy gas line located at the point generally shown on **Exhibit C** to the edge of the Property as more particularly shown in **Exhibit C**.

2.22 Onsite Water Projects means the extension of water utilities from the edge of the Property to the building pad in accordance with the construction plans approved by the City.

2.23 Phase I means a free-standing emergency department ("FSED") containing approximately 10,000 square feet of new construction.

2.24 Phase II means a medical office building ("MOB") containing approximately 20,000 square feet of new construction. The MOB may be owned and operated by a third party.

2.25 Phase III means an acute care hospital of approximately thirty (30) beds or more.

2.26 Project Plan means that certain Project Plan and Reinvestment Zone Financing Plan as recommended by the Board of Directors of the Zone and approved by the City Council on October 5, 2006, and as modified by subsequent ordinances recommended for approval by the Board of Directors of the Zone and approved by the City Council.

2.27 Sewer Projects means the (a) the Onsite Sewer Project, being the extension of sewer utilities from the edge of the Property to the building pad in accordance with the construction plans approved by the City; and (b) the Sewer Line Extension Project, being the extension of a sewer line from the southeastern corner of the Property along the eastern boundary of the Property to its northeastern corner along the route generally shown in **Exhibit C** in accordance with the construction plans approved by the City. In the alternative, the Developer

may extend the line from its location at the intersection of Mel Mathis and San Gabriel Parkway, along the southern boundary of the Property to its southeastern corner, then along the eastern boundary of the Property to its northeastern corner. The approved construction plans will establish the route of the Sewer Line Extension Project.

2.28 Tax Increment Fund means the tax increment fund required by the Act into which the ad valorem taxes levied and collected by the City and the County on the Captured Appraised Value is to be deposited.

2.29 TCEQ means the Texas Commission on Environmental Quality, or successor agency.

2.30 Transportation Projects means the following projects required for development of Phases I, II, or III, constructed in accordance with construction plans approved by the City: (a) a deceleration lane on the frontage road of Highway 183A; (b) a deceleration lane on San Gabriel Parkway; (c) construction of two to four lanes of San Gabriel Parkway; (d) traffic signals on roads abutting the Property; (e) turn lane improvements on roads abutting the Property; and (f) sidewalks. .

2.31 Zone Administrative Expenses mean the administration costs set forth in the Project Plan.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES

3.1 The City, the Authority and the Zone hereby certify, represent, and warrant to Developer that the City, the Authority and the Zone have full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and all of the foregoing have been or will be duly and validly authorized and approved by all necessary City, Authority and Zone proceedings, findings, and actions. Accordingly, this Agreement constitutes the legal, valid, and binding obligation of the City, the Authority and the Zone, is enforceable in accordance with its terms and provisions, and does not require the consent of any other governmental authority.

3.2 Developer hereby certifies, represents, and warrants to the City, the Authority and the Zone that Developer has full constitutional and lawful right, power, and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and all of the foregoing have been or will be duly and validly authorized and approved by all actions necessary. Accordingly, this Agreement constitutes the legal, valid, and binding obligation of Developer, is enforceable in accordance with its terms and provisions, and does not require the consent of any other authority or entity.

ARTICLE 4 SEWER LINE EXTENSION

4.1 Water and Sewer Line Extension. The City and the Authority caused the extension of an 18 inch sewer line from its present location at from the North Brushy Interceptor to the southeast corner of the Property ("SEWER INTERCEPTOR EXTENSION"). The cost to design

and construct the Sewer Interceptor Extension is approximately \$1,200,000. The Sewer Line Interceptor Extension is complete. The City and the Authority shall further cause a twenty-four inch (24") water line to be extended from Bagdad and San Gabriel to the Property along a route determined appropriate by the City (the "Water Line Extension"). The cost to design and construct the Water Line Extension is estimated to be \$2,375,000.

ARTICLE 5 MEDICAL COMPLEX PROJECTS

5.1 Medical Complex Projects. The Medical Complex Projects for which the Developer will be eligible for reimbursement, subject to the terms and conditions of this Agreement are: (a) the Transportation Projects; (b) the Drainage Structure – Water Quality and Detention Projects; (c) the Design Enhancement Projects; (d) the Sewer Projects; (e) the Onsite Water Projects; and (f) the Offsite Gas Line Extension Project.

ARTICLE 6 REIMBURSEMENT OF MEDICAL COMPLEX PROJECT COSTS

6.1 Medical Complex Project Costs. Subject to the terms of this Agreement, and the Developer's full and timely performance of, and compliance with, each of the requirements set forth in this Agreement, the Authority shall reimburse the Developer for the Medical Complex Project Costs as defined in Sections 6.2 and 7.1 of this Agreement up to the Maximum Reimbursement Amount.

6.2 Reimbursements Not To Exceed Maximum Reimbursement Amount. The Authority's obligation to reimburse the Developer for the Medical Complex Project Costs shall not exceed the Maximum Reimbursement Amount. The Estimated Costs for Each Category of the Medical Complex Projects are set forth in **Exhibit B** to this Agreement. The Estimated Costs for Each Category of the Medical Complex Projects shall be adjusted for cost overruns and cost underruns. Cost underruns in any project may be used to offset cost overruns in another project. An amendment to this Agreement is not required to adjust estimated project costs to allow cost underruns in any project to be used to offset cost overruns in another project. For example, assume that the actual cost to design, construct and install the Transportation Projects is \$400,000 and the Estimated Costs for the Transportation Projects are \$500,000. Under these assumptions, there would be a cost underrun of \$100,000 with respect to the Transportation Projects. Further, assume that the actual costs to design, construct and install the Drainage Structures – Water Quality and Detention Projects are \$650,000 and the Estimated Costs for the Drainage Structures – Water Quality and Detention Projects are \$550,000. Under these assumptions, there would be a cost overrun in the Drainage Structure – Water Quality and Detention Projects of \$100,000. The cost underrun in the Transportation Projects of \$100,000 may be applied to offset the \$100,000 overrun in the costs of the Drainage Structures – Water Quality and Detention Projects. In this example, the actual costs of the Drainage Structure – Water Quality and Detention Projects of \$650,000 would be reimbursable under this Section 6.2; provided that the Maximum Reimbursement Amount is not exceeded.

6.3 Medical Complex Project Payment Account. The City shall create and maintain the Medical Complex Project Payment Account as a separate and segregated account within the

Tax Increment Fund, which shall be invested in the same manner as other municipal funds (with interest added to the balance). The City shall not comingle the Medical Complex Project Payment Account with any other funds of the City and shall not allow the Medical Complex Project Payment Account to be used for any purposes except as provided by this Agreement.

6.4 Deposits. The City shall deposit the City Tax Increment Receipts and County Tax Increment Receipts into the Medical Complex Project Payment Account in March of each year for the period beginning on the Effective Date of this Agreement and ending on the earlier to occur of (a) the termination of the Zone; (b) the Medical Complex Projects Costs are reimbursed up to the Maximum Reimbursement Amount; or (c) the termination of this Agreement.

6.5 Annual Accounting. The Medical Complex Project Payment Account will be used to reimburse the Developer for Medical Complex Project Costs. The City and the Authority shall provide to the Developer an annual accounting (certified by the City Manager of the City and by the Board of Directors of the Authority) of all deposits into and disbursements from the Medical Complex Project Payment Account and shall otherwise maintain complete books and records with respect to such deposits and disbursements in accordance with generally accepted accounting principles as applied to Texas municipalities.

6.6 Reimbursement.

(a) No reimbursement payments to the Developer for Medical Complex Projects shall not be made until a certificate of occupancy has been issued for Phase I. After a certificate of occupancy has been issued for Phase I and before the issuance of a building permit for Phase II or Phase III, the Developer shall be entitled to receive a maximum of \$250,000 in reimbursements for the costs of completed Medical Complex Projects (the "PHASE I REIMBURSEMENT"). After the issuance of the Phase II Building Permit or Phase III Building Permit, the Developer shall be entitled to receive reimbursement payments that exceed \$250,000 for completed Medical Complex Projects as provided in this Section 6.6. In the event that a certificate of occupancy has been issued for Phase I but that no a building permit for Phase II or Phase III has been issued within three (3) years from the date of the certificate of occupancy for Phase I was issued, then reimbursement payments to the Developer for the Medical Complex Projects shall be suspended irrespective of whether the Developer has received \$250,000 in Phase I Reimbursements. . After the issuance of the Phase II Building Permit or the Phase III Building Permit, this suspension in reimbursement payments shall be lifted and the reimbursement payments will resume, and the Developer shall be entitled to receive reimbursement payments that exceed \$250,000 for the completed Medical Complex Projects as provided in this Section 6.6. If the Phase II Building Permit expires before completion of Phase II or if the Phase III Building Permit expires before the completion of Phase III, then the reimbursement payments to the Developer shall be suspended. This suspension shall be lifted and reimbursement payments will resume upon renewal or reissuance of a Phase II Building Permit or a Phase III Building Permit and will continue while such permit is in effect and unexpired.

(b) Upon completion of a Medical Complex Project and approval of such completion by the City (provided that in the case of case of the Offsite Gas Line Project, Atmos Energy shall approve completion), the Developer shall submit to the Authority a reimbursement request

("REIMBURSEMENT REQUEST"), on the form attached hereto as Exhibit D, which shall include any additional documentation reasonably required by the City to verify the amounts presented for reimbursement, for the Medical Complex Project Costs for which Developer is entitled to reimbursement. The Reimbursement Request for the Offsite Gas Line Project shall be accompanied by documentation from Atmos Energy that said Project has been completed and accepted by Atmos Energy. The Developer shall keep records of all contracts, change orders, payment applications, and pay requests made in connection with the design and construction of the Medical Complex Projects.

(c) Upon receipt of a Reimbursement Request, the Authority shall have sixty (60) days to verify the Medical Complex Project Costs or to notify the Developer in writing of the Authority's objections to the Developer's Reimbursement Request. The failure of the Authority to notify the Developer in writing of the Authority's objections to the Developer's Reimbursement Request within sixty (60) days shall constitute verification of the Medical Complex Project Costs as presented by the Developer on the Reimbursement Request.

(d) If the Authority verifies (or is deemed to have verified) the Medical Complex Project Costs ("VERIFIED PROJECT COSTS") that Developer paid or incurred, then to the extent that funds are available in the Medical Complex Project Payment Account, the Authority shall reimburse the Developer for the Verified Project Costs within thirty (30) days of verification, subject to the terms and limitations set forth in Section 6.6(a) ("INITIAL PAYMENT").

(e) After an Initial Payment, to the extent that funds are available in the Medical Complex Project Payment Account and that the Verified Project Costs have not been reimbursed in an amount up to the Maximum Reimbursement Amount, then the Authority shall make payments to reimburse the Developer for such Verified Project Costs on or before April 30 of each year until the Verified Project Costs have been paid up to the Maximum Reimbursement Amount, subject to the terms and limitations set forth in Section 6.6(a).

(f) The parties to this Agreement acknowledge that the actual costs of designing, constructing and installing a Medical Complex Project may be greater than or less than the Estimated Costs for such project. The Developer's right to reimbursement under this Section 6.6 shall be equal to the Maximum Reimbursement Amount and shall not be limited to the Estimated Costs of Each Category of the Medical Complex Projects. The Estimated Costs of Each Category of the Medical Complex Projects may be adjusted as the Medical Complex Projects proceed, so that reimbursement amounts may be transferred from one category that is constructed for actual costs less than its Estimated Costs to another category that is constructed for actual costs greater than its Estimated Costs. At such time that the Developer submits a Reimbursement Request, the Developer may request an adjustment to the Estimated Costs of Each Category of the Medical Complex projects and the parties will cooperate to determine to which categories adjustments should be made.

6.7 Medical Complex Project Payment Account. The Medical Complex Project Payment Account shall be used to reimburse Medical Complex Project Costs in the order determined by the Developer, provided that the Developer notifies the City in writing of the desired order. When verified Project Costs in an amount equal to the Maximum Reimbursement Amount have been paid, the City may terminate the Medical Complex Project Payment Account,

and use the City Tax Increment Receipts unencumbered by this Agreement, and the County may use the County Tax Increment Receipts unencumbered by this Agreement.

6.8 Representation Regarding the Tax Increment Receipts. The City, the Authority, and the Zone each represent and warrant to the Developer that, to the best knowledge and belief of each of them, no person or entity has any right, title, or interest in the City Tax Increment Receipts and County Tax Increment Receipts. Each of the City, the Authority, and the Zone further represent and warrant to the Developer that, to their best knowledge and belief, entering into this Agreement will not constitute a breach of or otherwise violate any agreement to which they are a party or by which they are bound.

6.9 Suspension of Reimbursements. Notwithstanding any other term or provision of this Agreement, no reimbursement shall be made to Developer at a time when Developer is delinquent in the payment of ad valorem taxes to either the City or the County. For so long as such delinquencies by Developer remain unpaid (including interest, penalties, and costs of collection), reimbursements by the Authority to Developer shall be suspended until the delinquencies are fully paid. This provision does not apply to ad valorem taxes that are due but not yet delinquent. A developer shall not be considered "delinquent" if exercising its rights to protest valuation.

ARTICLE 7 PROJECT COSTS; ENGINEERING REQUIREMENTS

7.1 The Medical Complex Project Costs means all costs of acquisition, design, development, installation, and construction for each of the Medical Complex Projects including, but not limited to the following:

- (a) hard construction costs;
- (b) surveying costs;
- (c) the cost of soils and materials testing;
- (d) engineering fees relating to the Project;
- (e) any other necessary and reasonable out-of-pocket costs expended by the Developer in connection with the design, development, construction, and installation of the Medical Complex Projects, including the cost of any necessary land and rights-of-way located outside the boundaries of the Property;
- (f) all payments arising under any contracts entered into for the design or construction of the Medical Complex Projects; and
- (g) plan review, approval, and inspection fees paid to any governmental agency having jurisdiction to review the plans and construction of the Medical Complex Projects, that are charged and paid for review and inspection of the Medical Complex Projects.

7.2 Developer Payment of Costs. All Medical Complex Project Costs shall be paid by the Developer as they become due. The Authority shall not bear any part or portion of such costs.

7.3 Developer Financing. The Developer shall secure the financing for, and shall design, construct, and install the Medical Complex Projects in accordance with the Applicable Regulations and this Agreement.

7.4 City Engineer Review.

(a) Prior to entering into a contract for construction of one or more Medical Complex Projects, the Developer shall submit the contractors' proposals to the City Engineer for review, evaluation, and approval. The City Engineer shall review the proposals to determine whether the proposals are fair and balanced prior to the Developer awarding a construction contract for one or more Medical Complex Projects. Any unbalanced or skewed proposals that appear to include costs for other infrastructure for the Medical Complex in the proposal for Medical Complex Projects will be appropriately corrected or rejected by the City Engineer and the Developer. The City Engineer's decision to reject a proposal will not be made in an arbitrary or capricious manner. The Developer shall not award a contract that includes any Medical Complex Projects until the Developer has received the City Engineer written approval of the contractor's proposal, and expenditures made under such a contract prior to receiving the City Engineer's written approval will be disallowed. All utility construction must be unit price bids. The Parties acknowledge that the Medical Complex Projects may, in some cases, be built in conjunction with other improvements for the Medical Complex that are not subject to reimbursement under this Agreement. Developer will have each contract proposal separately identify or itemize the construction costs for Medical Complex Projects and other improvements for the Medical Complex that are not Medical Complex Projects.

(b) The City Engineer will timely review and approve all contracts for the construction of Medical Complex Projects for compliance with the Applicable Regulations. Provided that the contract proposals for Medical Center Projects are reviewed and approved by the City Engineer as provided in Section 7.4(a), the selection of the contractor will be at the sole discretion of the Developer. The Developer will award all construction contracts.

(c) The Medical Complex Projects shall be designed and constructed in accordance with the plans and specifications approved by the City (or, with respect to the Offsite Gas Line Extension, the plans and specifications approved by Atmos Energy), the Applicable Regulations, and good engineering practices.

(d) Prior to approving a change order to a contract for construction of one or more Medical Complex Projects, the Developer shall submit the change order to the City Engineer for review, evaluation, and approval. The City Engineer shall review the change order to determine whether the changer order is fair and balanced prior to the Developer approving the change order. Any unbalanced or skewed change orders that appear to include costs for other infrastructure for the Medical Complex in the proposal for Medical Complex Projects will be appropriately corrected or rejected by the City Engineer and the Developer. The City Engineer's decision to reject a change order will not be made in an arbitrary or capricious manner. The

Developer shall not approve a change order for a contract that includes any Medical Complex Projects until the Developer has received the City Engineer written approval of the change order, and expenditures made under such a changer order prior to receiving the City Engineer’s written approval will be disallowed.

(e) The actual Medical Complex Project Costs paid or incurred by the Developer will determine the amount reimbursed to the Developer pursuant to this Agreement; provided that the amount reimbursed to Developer shall not exceed the Maximum Reimbursement Amount. Contractors’ invoices shall separately itemize the construction costs for Medical Complex Projects and other improvements for the Medical Complex that are not Medical Complex Projects.

7.5 City Engineer Responsibilities. The City Engineer will: (1) make recommendations to and advise the Authority on the award of construction contracts by the Developer; (2) review and make recommendations on the Reimbursement Requests; and (3) periodically inspect the Medical Complex Projects during construction. No changes to the plans and specifications or change orders to the construction contracts pertaining to a Medical Complex Project may be made without the written approval of the City Engineer. The City Engineer will reasonably cooperate with the Developer and the Developer's project engineer and will keep the Developer’s project engineer fully advised of the City Engineer's findings regarding the bidding process and the construction of the Medical Complex Projects.

7.6 Record Drawings. Upon completion of construction of each Medical Complex Project, the Developer must provide the Authority with final, “record” drawings in a form approved by the City Engineer.

7.7 Required Certificates. Upon Completion of construction of each Medical Complex Project, the Developer’s engineer must provide the City with a certificate or completion certifying that the construction of the Medical Complex Project has been completed in accordance with the plans and specifications approved by the City Engineer and that the required “record” drawings have been provided. For the Offsite Gas Line Extension, the Developer’s engineer will also provide the City Engineer with documentation from Atmos Energy that Atmos Energy has accepted the Offsite Gas Line Extension.

7.8 Eligible Costs. The Developer will work and coordinate with the Authority and the City Engineer to assure that actual Medical Complex Project Costs are accurately and truly identified and agreed between the Parties as eligible for reimbursement under this Agreement.

ARTICLE 8 PLANS, SPECIFICATIONS, AND PERFORMANCE

8.1 Other Authority Agreements. The City and the Authority hereby further agree as follows:

(a) Building Permits. The City and the Authority will coordinate and facilitate the issuance of building permits for the Medical Complex Projects.

(b) Authorized Coordination. The Authority will, as appropriate, authorize the City Engineer to coordinate with the Developer's engineer in a timely manner on specific design requirements, plans, and specifications for the Medical Complex Projects.

(c) Plan Approval. The City Engineer shall review and approve, on behalf of the Authority, all plans for the construction of Medical Complex Projects that are in compliance with the Applicable Regulations, except that the plans for construction of the Offsite Gas Line Project shall be reviewed and approved by Atmos Energy, and the Developer shall provide the City with a copy of the approved construction plans.

(d) Required City Engineer Approvals. All approvals of Medical Complex Projects and the plans and specifications therefore by the City Engineer shall be based compliance with the Applicable Regulations and this Agreement, and no approvals shall be unreasonably denied, withheld, conditioned, or delayed.

8.2 Permits and Approvals. The City Engineer shall cooperate with the Developer as appropriate and take necessary, reasonable, and appropriate actions on a timely basis to assist the Developer in obtaining any permits, licenses, or other approvals from the City, the County, TxDOT, TCEQ, or any other regulatory authority required for the construction of the Medical Complex Projects.

8.3 Fill Materials. The Developer shall have the right, subject to the approval of the City Engineer, to remove soil and limestone required, if necessary, to construct and to use such materials as fill within the Property.

8.4 Submittal Review. The City Engineer shall conduct a timely review of all submittals by the Developer as each submittal is made, and the City and the Authority will review such submittals individually.

8.5 Project Acceptance.

(a) After completion of construction of Medical Complex Projects in accordance with the Applicable Regulations and this Agreement, the Developer will dedicate and the City Engineer shall approve and cause the acceptance of the following Medical Center Projects by the City in a timely manner: (1) The Sewer Line Extension Project; (2) Design Enhancement Projects that are located on public right-of-way or other property that has or will be dedicated to the City; and (3) the Transportation Projects.

(b) The following Medical Center Projects set forth in this section will be owned, maintained and operated by the Developer (the "DEVELOPER-MAINTAINED PROJECTS"): (1) Onsite Water Projects; (2) Drainage Structure – Water Quality and Detention Projects; (3) Design Enhancement Projects that are located on portions of the Property owned by the Developer, as shown on the City-approved construction plans; and (4) the Onsite Sewer Project. The Developer will grant the City the following easements free of any liens or encumbrances, or with such liens and encumbrances subordinated to the easement interests (the "EASEMENTS"): (i) a Public Utility Easement over the property upon which the Onsite Water Projects and Onsite Sewer Project are located, which also grant the City the authority to make connections to the

Onsite Water Projects and Onsite Sewer Project; (ii) a Drainage Easement over the property upon which the Drainage Structure – Water Quality and Detention Projects are located, which will also grant the City or a third party under contract with the City to construct expansions to the Drainage Structure – Water Quality and Detention Projects; (iii) a Conveyance Easement for conveyance of storm water over the Property to the Drainage Structure – Water Quality and Detention Projects along the route set forth in the construction plans, final plat, or site development plans, as appropriate (iv) a Public Utility Easement over the land upon which the street lights are located; and (v) a Public Access Easement over the portion of the Property upon which the Sidewalks are located. The Developer shall further enter into a restrictive covenant agreement with the City for each of the Developer-Maintained Projects in a form substantially similar to that set forth in **Exhibit E**. The easement and restrictive covenant agreement shall be granted to the City at either the time that the Property is final platted or at the time a certificate of completion is issued for the Medical Center, or a phase thereof. Easements conveyed at the time of final plat will be documented on the plat and in the plat note. Easements conveyed at the time of site development will be conveyed by separate instrument using the forms substantially similar to those set forth in **Exhibits F-1 through F-5**. Delivery to the City of a fully executed restrictive covenant agreement and easement required for a particular Developer-Maintained Project (if conveyed at site development) shall be a condition of approval of a final plat and/or issuance of a certificate of completion, as appropriate. The executed restrictive covenant agreement and required easement for a particular Medical Center Project must be received by the City before reimbursements will be paid for such Project.

(c) Upon completion of the Offsite Gas Line Project, Developer will convey the Offsite Gas Line Project to Atmos Energy for ownership, maintenance, and operation.

8.6 Perform Under Agreement. The City, the Authority, and the Zone agree to perform their respective duties and obligations under this Agreement in a timely manner, including reimbursement by the authority to the Developer of Medical Complex Project Costs as provided by this Agreement.

8.7 Other Developer Agreements. The Developer hereby further agrees:

(a) Payment of Fees. To pay to the Authority, the Zone, and the City all fees and charges provided for or established by the Applicable Regulations for or with respect to the development of the Property;

(b) Dedication. Upon completion of the Medical Complex Projects, to dedicate to the City, for ownership, operation, and maintenance, the Medical Projects described in Section 8.5(a) if constructed in substantial accordance with the Applicable Regulations; provided that upon completion of the Offsite Gas Line Extension, the Developer shall dedicate the Offsite Gas Line Extension to Atmos Energy for ownership, operation and maintenance.

(c) Timely Coordination. To coordinate with the City Engineer with respect to specific design requirements and specifications and with respect to the review and approval by the City Engineer of the plans and specifications for the Medical Complex Projects in a timely manner;

(d) Timely Applications. To make, or cause the Developer's engineer to make, timely requests for reviews, approvals, and permits accompanied by documents, plans and specifications compliant with Applicable Regulations; and

(e) Perform Under Agreement. To perform in a timely manner all applicable duties and obligations of the Developer as provided in this Agreement.

8.8 Natural Resource Regulations. The Developer further agrees that the Medical Complex Projects will be constructed in compliance with the applicable state and federal natural resource and environmental laws, rules, and regulations. The Developer is not, however, responsible for water quality problems that are the result of surface water that originates outside the Property.

ARTICLE 9 EMINENT DOMAIN

9.1 The Authority agrees to cooperate and facilitate with the City for the City to provide reasonable use of all necessary City lands, rights-of-way, and easements and to provide further required easements or lands in fee simple as may be necessary for construction of Medical Complex Projects, save and except for any such land and easements within the Property. It is acknowledged that there exists a public necessity for the Medical Complex Projects, that the Medical Complex Projects will be Authority projects for the benefit of the Zone and the City, and that the Authority agrees to work, cooperate, and facilitate with the City to cause the City to use its power of eminent domain to acquire such lands or easements, if necessary. The Developer shall pay the reasonable costs of any eminent domain proceeding that is initiated under the terms of this Agreement.

ARTICLE 10 ASSIGNMENT

10.1 Assignment. The parties to this Agreement each bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all the covenants of this Agreement. No successor, executor, administrator or assign is valid in the place of the parties to this Agreement without the written consent of the City and such consent shall not be unreasonably withheld. Notwithstanding the foregoing sentence, Developer may assign this Agreement to an affiliate, subsidiary or related party that is controlled by the Developer (the "Assignee"); provided that, in order for any assignment to be effective; (a) the assignment must be in writing and signed by both the Developer and the Assignee; (b) the assignment must specifically identify the rights, duties, and obligations assigned and assumed; (c) the Assignee must expressly assume and agree to perform all of the assigned duties and obligations; and (d) one fully executed original of the assignment must be delivered to the City.

10.2 Memorandum of Agreement. The Parties agree to execute and record a "Memorandum of Agreement" regarding this Agreement, the form of which memorandum shall be determined by the City, and which shall be recorded within sixty (60) days after the date the execution of this agreement. Upon termination of this Agreement, the Parties agree to execute

and record an appropriate release of this Agreement. This Agreement shall be binding upon the Parties, their successors and assigns.

ARTICLE 11 DEFAULT; REMEDIES

11.1 Notice; Cure; Default. Notwithstanding anything herein to the contrary, no Party shall be deemed to be in default under this Agreement until the passage of sixty (60) business days after receipt by such Party of notice of default from the other Party (“CURE PERIOD”), which notice shall specify, in reasonable detail, the nature of the default. Upon the passage of the Cure Period 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 such that it cannot reasonably be cured within the Cure Period, the Party receiving the notice of default may during such Cure Period give the other Party written notice that it has commenced cure within the Cure Period and will diligently and continuously prosecute the cure to completion as soon as reasonably possible, and such written notice together with diligent and continuous prosecution of the cure shall extend the Cure Period for up to an additional ninety (90) calendar days so long as the cure is being diligently and continuously pursued during such time; and provided further that, if the cure cannot be reasonably accomplished within the additional ninety (90) calendar day period but the applicable facts, circumstances, and progress establish that a cure will be obtained within a reasonable period of time following the expiration of the ninety (90) calendar day period, the time for cure will be extended for an additional period of time as mutually agreed by the Parties (such agreement not to be unreasonably withheld); provided, further, that if a default is not cured within the applicable Cure Period, or, as applicable, written notice having been given and cure being commenced and diligently and continuously prosecuted, within the additional ninety (90) calendar days after the giving of the written notice, or, as otherwise applicable within the time mutually agreed by the Parties due to the defaulting Party not being able to obtain a cure within the additional ninety (90) calendar days after the defaulting Party gives written notice that it is commencing cure, then the non-defaulting Party may pursue the remedies set forth in this Agreement.

11.2 Remedies. If a Party is in default under this Agreement, the other Parties have available (to the maximum extent permitted by law) all remedies at law or in equity (including, but not limited to, injunctive relief, specific performance, and mandamus); however, no default by one Party shall constitute or be the basis for a default by a different Party, and no default by a Party shall: (1) entitle any Party to terminate this Agreement except as provided in Section 11.4; (2) entitle any Party to seek monetary damages; (3) relieve the City from its obligation to create and maintain the Medical Complex Project Payment Account within the Tax Increment Fund and to deposit therein the City Tax Increment Receipts and County Tax Increment Receipts; (4) relieve the Authority from its obligation to reimburse verified, completed Medical Complex Project Costs, subject to the terms, conditions, and limitations under this Agreement; or (5) relieve the Developer from complying with each requirement and obligation of the Developer under this Agreement.

11.3 Suspension of Reimbursements. In addition to the remedies set forth in this Article 11, notwithstanding the Cure Period, if the Developer is in default under this Agreement, and the Developer is or becomes entitled to reimbursement by the Authority for Medical

Complex Project Costs in accordance with this Agreement, the Authority shall have the right, notwithstanding the Cure Period, upon 30 day's written notice to Developer, to suspend (and place in a third-party escrow account for the benefit of the Party "A") such reimbursements until the default has been cured.

11.4 Partial Termination. In addition to the remedies set forth in this Article 11, if a Party is in default under this Agreement, the Authority may partially terminate this Agreement as to any Medical Complex Projects not then completed or under construction upon the condition that further written notice of the intent of the Authority to do so is given to the defaulting Party and to any lenders to or assignees of the defaulting Party that have been identified to the Authority and the lenders and assignees are given an additional 90 days to cure the default.

11.5 Remedies Cumulative. The remedies described in this Article are in addition to and not in replacement of any other remedies at law or inequity that a Party may have as a result of any default under this Agreement.

11.6 Waiver of Immunity. Notwithstanding anything to the contrary herein, the City, the Authority, the Zone and the Developer hereby agree and acknowledge that this Agreement is subject to the provisions of Subchapter I of Chapter 271, Texas Local Government Code, as amended. The City, the Authority, and the Zone agree that their immunity from suit is waived for purposes of enforcing this Agreement or adjudicating a claim for breach of this Agreement.

ARTICLE 12 FORCE MAJEURE

12.1 Force Majeure. 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, including, but not limited to, the State of Texas, Williamson County or the City of Leander, 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. The term "force majeure" will specifically include an attack by terrorists within the United States that results in a disruption of the financial markets for a period of more than one (1) week.

12.2 Notice of Force Majeure. 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 Parties within thirty (30) days after the occurrence thereof.

12.3 Suspension. The obligations of the Party giving such notice, to the extent affected 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.

12.4 Settlement of Strikes. 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.

ARTICLE 13
NOTICES AND MISCELLANEOUS PROVISIONS

13.1 Written Notice. Any notice to be given hereunder by any Party to another Party shall be in writing and may be affected by personal delivery, or by facsimile with confirmation of receipt by the addressee, or by sending said notices by registered or certified mail, return receipt requested, to the address set forth below, or such other party or address as either party designates in writing. Notice shall be deemed given when delivered or when deposited with the United States Postal Service with sufficient postage affixed.

City of Leander
Attn: City Manager
P.O. Box #319
200 West Willis Street
Leander, Texas 78646-0319
Facsimile: (512) 259-1605

Leander TIRZ
Leander Development Authority
P.O. Box #319
200 West Willis Street
Leander, Texas 78646-0319
Facsimile: (512) 259-1605

Copy to:
The Knight Law Firm, LLP
223 W. Anderson Lane, Suite A-105
Austin, Texas 78752
Facsimile: (512) 323-5773

St. David's Healthcare Partnership, L.P., LLP
c/o GHC – Galen Healthcare, LLC, Manager
HCA Incentives and Credits Director
P.O. Box #1504
Nashville, Tennessee 37202-1504

Copy to:
Garry M. Miles, Esq.
Locke Lord LLP
2200 Ross Avenue, Suite #2800
Dallas, Texas 75201
Facsimile: (214) 756-8602

13.2 Applicable Law and Venue. The interpretation, performance, enforcement and validity of this Agreement is governed by the laws of the State of Texas. Venue will be in a court of appropriate jurisdiction in Williamson County, Texas.

13.3 Entire Agreement. This Agreement contains the entire agreement of the parties. There are no other agreements or promises, oral or written, between the parties regarding the subject matter of this Agreement. This Agreement can be amended only by written agreement signed by the Developer, the City, the Zone, and the Authority.

13.4 Attorney Fees. A Party shall not be liable to another 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.

13.5 Severability. If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the parties that the remainder of this Agreement not be affected and, in lieu of each illegal, invalid, or unenforceable provision, a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid, or enforceable provision as is possible.

13.6 Waiver. Any failure by a Party to insist upon strict performance by the other party of any material provision of this Agreement will not be deemed a waiver of any other provision, and such Party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

13.7 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, the Zone, and the Authority, 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, the Zone, and the Authority enter 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.

13.8 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 Developer.

13.9 Exhibits, Headings, Construction. All schedules and exhibits referred to in or attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. Wherever appropriate, words of the masculine gender may include the feminine or neuter, and the singular may include the plural, and vice-versa.

13.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument. This Agreement will become effective only when one or more counterparts, individually or taken together, bear the signatures of all of the parties.

13.11 Time. Time is of the essence of this Agreement. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday or legal holiday.

13.12 Authority for Execution. The City certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with its City Charter and City ordinances. The Authority certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with its bylaws and City Ordinances. The Zone certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with its governing statute and City Ordinances. Developer hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the articles of incorporation and bylaws or partnership agreement of each entity executing on behalf of Developer.

[Execution Page Follows]

EXECUTED as of this _____ day of _____, 2016 and effective upon execution by all Parties.

CITY OF LEANDER, TEXAS

By: _____

MAYOR/CITY MANAGER

ATTEST:

CITY SECRETARY

APPROVED AS TO FORM:

By: _____

CITY ATTORNEY

DATE: _____

LEANDER DEVELOPMENT AUTHORITY

BY: _____

NAME: _____

TITLE: _____

REINVESTMENT ZONE NUMBER ONE, CITY OF LEANDER

BY: _____
NAME: _____
TITLE: _____

ST. DAVID'S HEALTHCARE PARTNERSHIP, L.P., LLP

By: GHC – Galen Healthcare, LLC, Manager

BY: _____

NAME: _____

TITLE: _____

EXHIBIT A

METES AND BOUNDS DESCRIPTION OF THE PROPERTY

METES AND BOUNDS DESCRIPTION FOR A 51.993 ACRE TRACT OF LAND IN THE WILLIAM MANCIL SURVEY, ABSTRACT 437, WILLIAMSON COUNTY, TEXAS. BEING A PORTION OF A 320.38 ACRE TRACT RECORDED IN VOLUME 511, PAGE 54, DEED RECORDS, WILLIAMSON COUNTY, TEXAS AND A PORTION OF THE ABANDONED ROADWAY KNOWN AS OLD HIGHWAY 29.

Beginning at a ½" iron rod with plastic cap marked "G&R Surveying" set in the West right of way line of US Highway 183A at the southeast corner of a 22.252 acre tract recorded in Document No. 2011059284, Official Public Records, Williamson County, Texas, for the northeast corner of this tract;

Thence with the West right of way line of said US Highway 183A the following two (2) courses and distances:

1. along a curve to the left in a southeasterly direction, said curve having a radius length of 5929.58 feet, an arc length of 1658.97, a delta angle of 16°01'48" and a chord length of 1653.56 feet bearing South 48°02'46" East to a TXDOT brass disk found for a point of tangency in the east line of this tract;
2. South 56°03'40" East, a distance of 122.03 feet to a ½" iron rod found in the North right of way line of San Gabriel Parkway for the southeast corner of this tract;

Thence with the North right of way line of said San Gabriel Parkway the following three (3) courses and distances:

1. South 48°09'33" West, a distance of 55.64 feet to a ½" iron rod found for a point of curvature in the south line of this tract;
2. along a curve to the right in a southwesterly direction, said curve having a radius length of 965.00 feet, an arc length of 403.08 feet, a delta angle of 23°55'58" and a chord length of 400.16 feet bearing South 60°07'30" West to a ½" iron rod found for a point of tangency in the south line of this tract;
3. South 72°05'29" West, a distance of 1407.55 feet to a point in the East right of way line of the T.&H.O. Railroad deeded to the City of Austin in Volume 1417, Page 282, Deed Records, Williamson County, Texas, for the southwest corner of this tract, whence a ½" iron rod found near this corner bears South 75°54'20" West, a distance of 1.21 feet;

Thence North 21°05'32" West with the East right of way line of said T.H.&O. Railroad, a distance of 1549.69 feet to a point at the southwest corner of said 22.252 acre tract for the

northwest corner of this tract, whence a ½" iron rod found near this corner bears North 67'25'02" East, a distance of 0.68 feet;

Thence North 67'25'02" East with the South line of said 22.252 acre tract, a distance of 1033.77 feet to the point of beginning. Containing 51.993 acres of land, more or less.

EXHIBIT B

MEDICAL COMPLEX PROJECTS

NAME	ESTIMATED COST
1. Transportation Projects a. A deceleration lane on the frontage road of Highway 183A b. A deceleration lane on San Gabriel Parkway c. Construction of two to four lanes of San Gabriel Parkway d. Traffic signals on roads abutting the Property e. Turn lane improvements on roads abutting the Property f. Sidewalks	\$ 450,000 (total)
2. Drainage Structure – Water Quality and Detention Projects	\$ 550,000
3. Design Enhancement Projects a. Street Lighting	\$ 150,000
4. Sewer Projects a. Onsite Sewer Project b. Sewer Line Extension Project	\$ 300,000 (total) \$ 150,000 \$ 150,000
5. Onsite Water Projects	\$200,000
6. Offsite Gas Line Extension Project	\$ 350,000
TOTAL:	\$2,000,000

EXHIBIT C

Offsite Gas Line Extension Project and Sewer Line Extension Project

EXHIBIT D

MEDICAL COMPLEX LEANDER – REIMBURSEMENT FORM

CATEGORY	ORIGINAL ESTIMATED TOTAL COSTS	REVISED ESTIMATED TOTAL COSTS	ACTUAL COSTS TO DATE	AMOUNTS PREVIOUSLY REIMBURSED	CURRENT REIMBURSEMENT DUE
1. Transportation Projects a. A deceleration lane on the frontage road of Highway 183A b. A deceleration lane on San Gabriel Parkway c. Construction of two to four lanes of San Gabriel Parkway d. Traffic signals on roads abutting the Property e. Turn lane improvements on roads abutting the Property f. Sidewalks	\$ 450,000 (Total)				
2. Drainage Structure – Detention Projects	\$ 550,000				
3. Design Enhancement Projects	\$ 150,000				
a. Street Lighting	\$ 300,000				
4. Sewer Projects					
a. Sewer Line Extension Project					
b. Onsite Sewer Project					
5. Onsite Water Projects	\$ 200,000				
6. Offsite Gas Line Extension	\$ 350,000				
TOTAL:	\$ 2,000,000				

Facsimile: 512.259.1605

With a copy to: The Knight Law Firm, LLP
Attn: Paige Saenz, City Attorney
223 W. Anderson, Suite A-105
Austin, Texas 78752
Facsimile: 512.323.5773

If to Owner:

With a copy to:

5. This Agreement and the rights and obligations of the Parties hereunder shall be governed by, and construed in accordance with the laws of the State of Texas (without giving effect to the principles thereof relating to conflicts of law).

6. At any time, and from time to time (but not more often than once every calendar quarter), within thirty (30) days after notice or request by an Owner, the City shall execute and deliver to such requesting Owner a statement certifying: (a) that this Agreement is unmodified and is in full force and effect (or if there have been modifications, certifying that this Agreement is in full force and effect as modified in the manner specified in such statement); (b) that there exists no default under this Agreement except as otherwise specified in such statement; and (c) to such other matters relating to this Agreement as may reasonably be requested by the requesting Owner.

IN TESTIMONY WHEREOF, the parties hereto have executed this AGREEMENT in Williamson County, Texas as of this ____ day of _____, 201__.

CITY OF LEANDER, TEXAS

Attest:

Christopher Fielder, Mayor

Debbie Haile, City Secretary

OWNER:

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the ___ day of _____, 201__, by Christopher Fielder, Mayor, City of Leander.

NOTARY PUBLIC IN AND FOR THE STATE
OF TEXAS

PRINT OR TYPE NAME

MY COMMISSION EXPIRES: _____

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the ___ day of _____, 201__, by _____, _____ of _____, Owner of the Property described herein.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

PRINT OR TYPE NAME

MY COMMISSION EXPIRES: _____

EXHIBIT "A"

Metes and Bounds Description of the Property

EXHIBIT F-1 –F-__

EASEMENTS

EXHIBIT F-1

UTILITY EASEMENT
ONSITE WATER PROJECTS AND ONSITE SEWER PROJECT

DATE: _____, 200__

GRANTOR: _____

GRANTOR'S MAILING ADDRESS (including County): _____

GRANTEE: _____

GRANTEE'S MAILING ADDRESS (including County): _____

LIENHOLDER: _____

CONSIDERATION: Ten Dollars (\$10.00) and other good and valuable consideration,
the receipt and sufficiency of which is hereby acknowledged.

PROPERTY:

A utility easement, containing _____ acres, more or less, located in _____
County, Texas, said easement being more fully described in Exhibit "A" attached
hereto and made a part hereof for all purposes.

GRANTOR, for the **CONSIDERATION** paid to **GRANTOR**, hereby grants, sells, and conveys to **GRANTEE**, its successors and assigns, an exclusive, perpetual easement for the purpose of placing, constructing, operating, repairing, maintaining, rebuilding, replacing, relocating making connections to, and removing or causing to be placed, constructed, operated, repaired, maintained, rebuilt, replaced, relocated, connected to, and removed structures, facilities, or improvements reasonably necessary and useful for water and/or wastewater mains, lines and pipes, and the supplying of water and sanitary sewer (the "Facilities") in, upon, under and across the **PROPERTY** more fully described in Exhibit "A" attached hereto. **GRANTOR** has designed or constructed or will design and construct certain onsite water and wastewater facilities (the

“Grantor’s Facilities”) pursuant to that certain Leander Medical Complex Development and Reimbursement Agreement dated effective _____ (the “Development Agreement”) and applicable City ordinances. **GRANTOR** grants **GRANTEE** the authority to connect its water and/or wastewater system to the Grantor’s Facilities.

This Easement is subject to the following covenants:

1. The Grantor has the right to place, construct, operate, repair, replace and maintain driveways and landscaping on, over and across the Property, so long as such use does not unreasonably interfere with or prevent Grantee's use of the Property as provided herein. But Grantor may not construct any buildings, walls, or similar improvements on the Property. Further, Grantor may not construct any structure of any kind in such proximity to the Facilities as would constitute a violation of the City building codes in effect at the time the structure is erected.
2. Grantor will maintain the Grantor’s Facilities pursuant to applicable City ordinances, covenants, policies, and agreements unless the Grantor and Grantee agree in writing otherwise.
3. This Easement is granted and accepted subject to any and all easements, covenants, rights-of-way, conditions, restrictions, encumbrances, mineral reservations and royalty reservations, if any, relating to the Property to the extent and only to the extent, that the same may still be in force and effect, and either shown of record in the Office of the County Clerk of _____ County, Texas, or apparent on the ground.

The covenants and terms of this Easement are covenants running with the land, and inure to the benefit of, and are binding upon, Grantor, Grantee, and their respective heirs, executors, administrators, legal representatives, successors and assigns.

TO HAVE AND TO HOLD the above-described easement, together with all and singular the rights and appurtenances thereto in anywise belonging unto **GRANTEE**, and **GRANTEE's** successors and assigns forever; and **GRANTOR** does hereby bind himself, his heirs, successors and assigns to **WARRANT AND FOREVER DEFEND** all and singular the easement unto **GRANTEE**, its successor and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, subject to the exceptions set forth above.

When the context requires, singular nouns and pronouns include the plural.

GRANTOR:

THE STATE OF TEXAS

§

COUNTY OF _____ §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of 200_.

(SEAL)

Notary Public-State of Texas

ACCEPTED BY THE CITY OF LEANDER, TEXAS:

Name: _____
Title: Mayor

THE STATE OF TEXAS §

COUNTY OF _____ §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of 200_.

(SEAL)

Notary Public-State of Texas

AFTER RECORDING RETURN TO:

City of Leander
Attn: City Secretary

P.O. Box 319
Leander, TX 78646-0319

EXHIBIT F-2

DRAINAGE EASEMENT

DATE: _____, 20__

GRANTOR: _____

GRANTOR'S MAILING ADDRESS (including County): _____

GRANTEE: _____

GRANTEE'S MAILING ADDRESS (including County): _____

LIENHOLDER: _____

CONSIDERATION: Ten Dollars (\$10.00) and other good and valuable consideration,
the receipt and sufficiency of which is hereby acknowledged.

PROPERTY:

A drainage easement, containing _____ acres, more or less, located in _____
County, Texas, said easement being more fully described in Exhibit "A" attached
hereto and made a part hereof for all purposes.

GRANTOR, for the **CONSIDERATION** paid to **GRANTOR**, hereby grants, sells, and conveys to **GRANTEE**, its successors and assigns, an exclusive, perpetual easement for the purpose of allowing water from adjacent properties to drain onto and across the **PROPERTY** and for placing, constructing, operating, repairing, maintaining, rebuilding, replacing, expanding, relocating and removing or causing to be placed, constructed, operated, repaired, maintained, rebuilt, replaced, expanded, relocated and removed structures, facilities, or improvements reasonably necessary and useful for drainage, water quality, conveyance of storm water run-off, and the City's drainage system and water quality treatment system (the "Facilities") in, upon, under and across the **PROPERTY** more fully described in Exhibit "A" attached hereto. **GRANTOR** has or will design and construct certain drainage and/or water quality improvements on the Property (the "Grantor's Facilities") pursuant to that certain Leander Medical Complex Development and Reimbursement Agreement dated effective _____ (the "Development Agreement") and applicable City ordinances. **GRANTOR** grants **GRANTEE** the authority to modify, expand, and reconstruct or cause the modification, expansion, or reconstruction of the Grantor's Facilities to accept storm water and drainage flows from other properties.

This Drainage Easement is subject to the following covenants:

1. The Grantor has the right to place, construct, operate, repair, replace and maintain driveways, parking, and landscaping on, over and across the Property, and to dedicate and grant public or private easements for such purposes, so long as such use does not unreasonably interfere with the Facilities or interfere with or prevent Grantee's use of the Property as provided herein; provided that such improvements must be installed in accordance with applicable laws, ordinances, and regulations, and provided further that Grantee shall not be responsible for any damage or injury to such improvements that are caused by Grantee's activities under this Drainage Easement. Grantor may not construct any building, fences, walls, or similar improvements on the Property. Further, Grantor may not construct any structure of any kind in such proximity to the Facilities as would constitute a violation of the City building codes in effect at the time the structure is erected.
2. Grantor will maintain the Grantor's Facilities pursuant to applicable City ordinances, covenants, and agreements unless the Grantor and Grantee agree in writing otherwise.
3. This Drainage Easement is granted and accepted subject to any and all easements, covenants, rights-of-way, conditions, restrictions, encumbrances, mineral reservations and royalty reservations, if any, relating to the Property to the extent and only to the extent, that the same may still be in force and effect, and either shown of record in the Office of the County Clerk of _____ County, Texas, or apparent on the ground.

The covenants and terms of this Drainage Easement are covenants running with the land, and inure to the benefit of, and are binding upon, Grantor, Grantee, and their respective heirs, executors, administrators, legal representatives, successors and assigns.

TO HAVE AND TO HOLD the above-described easement, together with all and singular the rights and appurtenances thereto in anywise belonging unto **GRANTEE**, and **GRANTEE's** successors and assigns forever; and **GRANTOR** does hereby bind himself, his heirs, successors and assigns to **WARRANT AND FOREVER DEFEND** all and singular the easement unto **GRANTEE**, its successor and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, subject to the exceptions set forth above.

When the context requires, singular nouns and pronouns include the plural.

GRANTOR:

THE STATE OF TEXAS §

COUNTY OF _____ §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of 20__.

(SEAL)

Notary Public-State of Texas

City of _____, Texas

Name: _____
Title: _____

THE STATE OF TEXAS §

COUNTY OF _____ §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of 200__.

(SEAL)

Notary Public-State of Texas

AFTER RECORDING RETURN TO:

City of Leander
Attn: City Secretary
P.O. Box 319
Leander, Texas 78646

EXHIBIT F-3

STORM WATER CONVEYANCE EASEMENT

DATE: _____, 20__

GRANTOR: _____

GRANTOR'S MAILING ADDRESS (including County): _____

GRANTEE: _____

GRANTEE'S MAILING ADDRESS (including County): _____

LIENHOLDER: _____

CONSIDERATION: Ten Dollars (\$10.00) and other good and valuable consideration,
the receipt and sufficiency of which is hereby acknowledged.

PROPERTY:

A drainage easement, containing _____ acres, more or less, located in _____
County, Texas, said easement being more fully described in Exhibit "A" attached
hereto and made a part hereof for all purposes.

GRANTOR, for the **CONSIDERATION** paid to **GRANTOR**, hereby grants, sells, and conveys to **GRANTEE**, its successors and assigns, an exclusive, perpetual easement for the purpose of allowing water from adjacent properties to drain onto and across the **PROPERTY** and for placing, constructing, operating, repairing, maintaining, rebuilding, replacing, relocating and removing or causing to be placed, constructed, operated, repaired, maintained, rebuilt, replaced, relocated and removed structures, facilities, or improvements reasonably necessary and useful for drainage, conveyance of storm water run-off, the City's drainage system, the and the supplying of other public utility services (the "Facilities") in, upon, under and across the **PROPERTY** more fully described in Exhibit "A" attached hereto.

This Easement is subject to the following covenants:

1. The Grantor has the right to place, construct, operate, repair, replace and maintain driveways, parking, and landscaping on, over and across the Property, and to dedicate and grant public or private easements for such purposes, so long as such use does not

unreasonably interfere with or prevent Grantee's use of the Property as provided herein; provided that such improvements must be installed in accordance with applicable laws, ordinances, and regulations, and provided further that Grantee shall not be responsible for any damage or injury to such improvements that are caused by Grantee's activities under this Easement. Grantor may not construct any building, fences, walls, or similar improvements on the Property. Further, Grantor may not construct any structure of any kind in such proximity to the Facilities as would constitute a violation of the City building codes in effect at the time the structure is erected.

2. This Easement is granted and accepted subject to any and all easements, covenants, rights-of-way, conditions, restrictions, encumbrances, mineral reservations and royalty reservations, if any, relating to the Property to the extent and only to the extent, that the same may still be in force and effect, and either shown of record in the Office of the County Clerk of _____ County, Texas, or apparent on the ground.

The covenants and terms of this Easement are covenants running with the land, and inure to the benefit of, and are binding upon, Grantor, Grantee, and their respective heirs, executors, administrators, legal representatives, successors and assigns.

TO HAVE AND TO HOLD the above-described easement, together with all and singular the rights and appurtenances thereto in anywise belonging unto **GRANTEE**, and **GRANTEE's** successors and assigns forever; and **GRANTOR** does hereby bind himself, his heirs, successors and assigns to **WARRANT AND FOREVER DEFEND** all and singular the easement unto **GRANTEE**, its successor and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, subject to the exceptions set forth above.

When the context requires, singular nouns and pronouns include the plural.

GRANTOR:

THE STATE OF TEXAS §

COUNTY OF _____ §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of 20__.

(SEAL)

Notary Public-State of Texas

City of _____, Texas

Name: _____

Title: _____

THE STATE OF TEXAS §

COUNTY OF _____ §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of 200_.

(SEAL)

Notary Public-State of Texas

AFTER RECORDING RETURN TO:

City of Leander
Attn: City Secretary
P.O. Box 319
Leander, Texas 78646

EXHIBIT F-4

UTILITY EASEMENT
STREET LIGHTS

DATE: _____, 200_

GRANTOR: _____

GRANTOR'S MAILING ADDRESS (including County): _____

GRANTEE: _____

GRANTEE'S MAILING ADDRESS (including County): _____

LIENHOLDER: _____

CONSIDERATION: Ten Dollars (\$10.00) and other good and valuable consideration,
the receipt and sufficiency of which is hereby acknowledged.

PROPERTY:

A _____ foot (_____) wide utility easement, containing _____ acres, more or less, located in _____ County, Texas, said easement being more fully described in Exhibit "A" attached hereto and made a part hereof for all purposes.

GRANTOR, for the **CONSIDERATION** paid to **GRANTOR**, hereby grants, sells, and conveys to **GRANTEE**, its successors and assigns, an exclusive, perpetual easement for the purpose of placing, constructing, operating, repairing, maintaining, rebuilding, replacing, relocating and removing or causing to be placed, constructed, operated, repaired, maintained, rebuilt, replaced, relocated and removed streetlights and similar lighting structures (the "Facilities") in, upon, under and across the **PROPERTY** more fully described in Exhibit "A" attached hereto.

This Easement is subject to the following covenants:

1. The Grantor has the right to place, construct, operate, repair, replace and maintain driveways and landscaping on, over and across the Property, so long as such use does not unreasonably interfere with the Facilities or interfere with or prevent Grantee's use of the Property as provided herein.

2. Grantor has designed and installed or will design and install street lighting on the Property (the "Grantor's Facilities") pursuant to that certain Leander Medical Complex Development and Reimbursement Agreement dated effective _____ and applicable City ordinances. Grantor will maintain the Grantor's Facilities pursuant to applicable City ordinances, covenants, and agreements unless the Grantor and Grantee agree in writing otherwise.
3. This Easement is granted and accepted subject to any and all easements, covenants, rights-of-way, conditions, restrictions, encumbrances, mineral reservations and royalty reservations, if any, relating to the Property to the extent and only to the extent, that the same may still be in force and effect, and either shown of record in the Office of the County Clerk of _____ County, Texas, or apparent on the ground.

The covenants and terms of this Easement are covenants running with the land, and inure to the benefit of, and are binding upon, Grantor, Grantee, and their respective heirs, executors, administrators, legal representatives, successors and assigns.

TO HAVE AND TO HOLD the above-described easement, together with all and singular the rights and appurtenances thereto in anywise belonging unto **GRANTEE**, and **GRANTEE's** successors and assigns forever; and **GRANTOR** does hereby bind himself, his heirs, successors and assigns to **WARRANT AND FOREVER DEFEND** all and singular the easement unto **GRANTEE**, its successor and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, subject to the exceptions set forth above.

When the context requires, singular nouns and pronouns include the plural.

GRANTOR:

THE STATE OF TEXAS §

COUNTY OF _____ §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of 200_.

(SEAL)

Notary Public-State of Texas

ACCEPTED BY THE CITY OF LEANDER, TEXAS:

Name: _____
Title: Mayor

THE STATE OF TEXAS §

COUNTY OF _____ §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of 200_.

(SEAL)

Notary Public-State of Texas

AFTER RECORDING RETURN TO:

City of Leander
Attn: City Secretary
P.O. Box 319
Leander, TX 78646-0319

EXHIBIT F-5

PUBLIC ACCESS EASEMENT

DATE: The _____ day of _____, 20__

GRANTOR: _____

GRANTOR'S MAILING ADDRESS _____

GRANTEE: City of Leander, Texas

GRANTEE'S MAILING ADDRESS: P.O. Box 319, Leander, Williamson County, Texas
78646-0319

LIENHOLDER:

CONSIDERATION: Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

PROPERTY:

A _____ Foot (____) Ingress and Egress Easement being a portion of

Leander, Williamson County, Texas, as more particularly described in Exhibit A
attached hereto and incorporated herein for all purposes as if fully transcribed herein.

GRANTOR, for the **CONSIDERATION** paid to **GRANTOR**, hereby grants, sells, and conveys to **GRANTEE** and the general public an perpetual easement for the purpose of pedestrian ingress and egress on, in, under, over and across the Property, more fully described and as shown in Exhibit "A" attached hereto.

TO HAVE AND TO HOLD the above-described easement, together with all and singular the rights and appurtenances thereto in anywise belonging unto **GRANTEE**, and **GRANTEE'S** successors and assigns forever; and **GRANTOR** does hereby bind itself, its successors and assigns to **WARRANT AND FOREVER DEFEND** all and singular the easement unto **GRANTEE**, its successor and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

EXECUTED at _____, _____ County, Texas, this the ____ day of _____, 20__.

GRANTO:

By: _____

THE STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____, Grantor herein, known to me to be the person whose name is subscribed to the foregoing instrument, and that he has authority to bind the entity and executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this ____ day of _____, 20__.

(SEAL)

Notary Public - State of Texas

ACCEPTED BY THE CITY OF LEANDER, TEXAS:

Name: _____
Title: Mayor

THE STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____, Mayor of the City of Leander, Texas, Grantee herein, known to me to be the person whose name is subscribed to the foregoing

instrument, and acknowledged that [s]he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of 200_.

(SEAL)

Notary Public-State of Texas

AFTER RECORDING RETURN TO:

City of Leander

Attn: City Secretary

P.O. Box 319

Leander, TX 78646-0319



Executive Summary

11-21-16

Agenda Subject: Leander incentive proposal for medical facilities to be developed by GHC – Galen Healthcare, LLC, the manager of Saint David’s Healthcare Partnership, L.P., LLP..

Background: City staff has been negotiating with this health services group for a number of months to secure the construction of a phased health services campus (52 acres bordered by Highway 183 to the west, Highway 183-A to the east and East San Gabriel Parkway to the south).

Origination: The City is interested in securing more medical, and specifically hospital, services to improve availability of said services to the City’s population and to benefit from the employment opportunities such a development would produce. The opportunity to secure such services through the Saint David’s HCA health services group has allowed the City, along with Williamson County and the TIRZ district, to construct an incentive package to encourage the construction of a phased development that is projected to result in the construction of an up to 400 bed hospital and supporting services that will create more than 1,000 direct quality jobs.

Recommendation: Staff recommends approval of the 380 agreement included in the Council package.

Attachments: Proposed 380 agreement and incentive summary.

Prepared by: Mark S. Willis, Economic Development Director

Incentive Summary

1. The City will rebate the full amount of property tax it receives, less the fund dedicated to the TIRZ district, from each phase individually for six years and an additional 50% of that amount for the four years following. The details of this agreement are contained within the 380 agreement included in the Council packet.
 - A. The first phase, consisting of an emergency clinic, will not receive the funding noted above until the second phase, which could be a hospital and/or a medical office building, is in progress.
 - B. The City anticipates up to three phases that include: 1. an emergency clinic; 2. a medical office building and/or a hospital facility; 3. an expansion or construction of a medical office building and/or a hospital facility. The hospital has a 30 bed minimum requirement.
 - C. Any further expansions of the campus beyond this three phase projection will not be included in this agreement, though further consideration will be open to negotiation.
2. The TIRZ district will commit up to \$2 million in funding for approved infrastructure projects to support the development.
3. Williamson County will rebate 50% of the property tax it collects from each phase to the company for three years and 25% for an additional three years.

THE STATE OF TEXAS

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Chapter 380 Grant Agreement

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COUNTY OF WILLIAMSON

THIS Chapter 380 Grant Agreement is executed by and between **GHC – Galen Healthcare, LLC, the Manager of ST. DAVID’S HEALTHCARE PARTNERSHIP, L.P., LLP**, an entity duly authorized to do business in the State of Texas, (hereafter referred to as **“OWNER”**), and the **CITY OF LEANDER, TEXAS**, a home-rule city and municipal corporation of Williamson County, Texas, acting by and through its City Manager or his designee (hereafter referred to as **“CITY”**).

WITNESSETH:

WHEREAS, the OWNER is a Texas limited liability partnership, owns approximately 52 acres of property in Williamson County, more particularly described in Exhibit A attached hereto and incorporated herein for all purposes (the **“PARENT TRACT”**) within the Zone (as defined below), and intends to develop portions of the Parent Tract as a three-phased medical complex, such Phases being further described in the definitions of Phase I, Phase II, and Phase III (the **“MEDICAL COMPLEX”**).

WHEREAS, CITY has found that providing the economic incentives to OWNER in exchange for OWNER’s construction of the Medical Complex will promote local economic development and stimulate business and commercial activity and will create and retain jobs within the City (hereafter referred to as **“PROGRAM”**);

WHEREAS, the CITY has further found that the Medical Complex will provide a material benefit in added tax value, employment and public convenience;

WHEREAS, the CITY has determined that the economic incentives provided herein will directly serve a public purpose, being the promotion of the economic welfare of the City and surrounding areas, and that the Agreement contains controls likely to ensure that the public purpose is accomplished;

WHEREAS, Chapter 380 of the Local Government Code provides statutory authority for establishing and administering the PROGRAM provided herein;

WHEREAS, Reinvestment Zone Number One, City of Leander, Texas (the **“ZONE”**) is a tax increment reinvestment zone (City of Leander TIRZ #1) created pursuant to Chapter 311, Texas Tax Code, as amended (the **“ACT”**), by Ordinance No. 06-029-00 adopted by the City Council of the City (the **“CITY COUNCIL”**) on September 7, 2006, as subsequently amended by Ordinance No. 06-029-01 adopted by the City Council on June 21, 2007 (the **“ZONE CREATION ORDINANCE”**);

WHEREAS, the use of the Premises (as hereafter defined), the Eligible Property (as hereafter defined) and the other terms hereof are consistent with encouraging development within the Zone;

WHEREAS, the City Council finds that the terms of this Agreement meet the economic Development Policy adopted by the City Council which is set forth in Article 1.09, Division 2 of the City's Code of Ordinances; and

WHEREAS, the City Council finds that it is in the public interest to provide the economic incentives set forth herein subject to the terms and conditions of this Agreement.

NOW THEREFORE, the CITY and OWNER, for and in consideration of the mutual premises and promises contained herein, do hereby agree, covenant and contract as set forth below:

I.
Definitions

- A. **"Phase I Added Taxable Value"** is defined as the taxable value of the Phase I Eligible Property, as appraised by the Williamson Central Appraisal District, above the Phase I Base Year Value.
- B. **"Phase II Added Taxable Value"** is defined as the taxable value of the Phase II Eligible Property, as appraised by the Williamson Central Appraisal District, above the Phase II Base Year Value.
- C. **"Phase III Added Taxable Value"** is defined as the taxable value of the Phase III Eligible Property, as appraised by the Williamson Central Appraisal District, above the Phase III Base Year Value.
- D. **"Phase I Base Year Value"** is defined as the taxable value of the Phase I Property (as defined below) as appraised by the Williamson Central Appraisal District for the tax year 2016. The Phase I Base Year Value will be calculated taking into account the existing agricultural exemption on the Parent Tract.
- E. **"Phase II Base Year Value"** is defined as the taxable value of the Phase II Property (as defined below) as appraised by the Williamson Central Appraisal District for the tax year immediately preceding the commencement of construction on the Phase II Property. The Phase II Base Year Value will be calculated taking into account the existing agricultural exemption on the Parent Tract.
- F. **"Phase III Base Year Value"** is defined as the taxable value of the Phase III Property (as defined below) as appraised by the Williamson Central Appraisal District for the tax year immediately preceding the commencement of construction on the Phase III Property. The Phase III Base Year Value will be

- calculated taking into account the existing agricultural exemption on the Parent Tract.
- G. “**Business Operations**” refers to OWNER’s business located on the Property.
- H. “**Business Personal Property**” is defined as tangible personal property, equipment and fixtures that are located at the Premises.
- I. “**Chapter 380 Grants**” are defined to mean the Phase I Chapter 380 Grant, the Phase II Chapter 380 Grant, and the Phase III Chapter 380 Grant.
- J. “**Commencement of Construction**” shall mean the date that on-site construction activities for Phase II or Phase III begins at such time that there is an unexpired building permit in effect for Phase II or Phase III, respectively.
- L. “**Documentation**” shall mean the reports, records, and documents the Owner is required to submit to the City under Article VII.A.
- L. “**Ongoing Phase I Documentation**” is defined copies of the following documents for the tax year for which a Phase I 380 Grant is sought: (1) a listing of employees employed by the FSED and the employee information set forth in Exhibit B; (2) proof of payment of taxes for the Phase I Eligible Property; and (3) the 380 Grant Certification described in Section VII.A.1. The City may request additional records to support the information shown in the Ongoing Phase I Documentation.
- M. “**Ongoing Phase II Documentation**” is defined copies of the following documents for the tax year for which a Phase II 380 Grant is sought: (1) proof of payment of taxes for the Phase II Eligible Property. The City may request additional records to support the information shown in the Ongoing Phase II Documentation.
- N. “**Ongoing Phase III Documentation**” is defined copies of the following documents for the tax year for which a Phase III 380 Grant is sought: (1) a listing of employees employed by the Hospital and the employee information set forth in Exhibit B; (2) proof of payment of taxes for the Phase III Eligible Property; and (3) the 380 Grant Certification described in Section VII.A.1. The City may request additional records to support the information shown in the Ongoing Phase III Documentation.
- O. “**Ongoing Phase I Grant Criteria**” is defined as the criteria set forth in Section IV.A.2 that the owner must meet to receive Phase I Chapter 380 Grants.
- P. “**Ongoing Phase II Grant Criteria**” is defined as the criteria set forth in Section IV.B.2 that the owner must meet to receive Phase II Chapter 380 Grants.
- Q. “**Ongoing Phase III Grant Criteria**” is defined as the criteria set forth in Section IV.C.2 that the owner must meet to receive Phase III Chapter 380 Grants.

- R. “**Phase I**” is defined as a free-standing emergency department (“FSED”) containing approximately 10,000 square feet of new construction.
- S. “**Phase II**” is defined as a medical office building (“MOB”) containing approximately 20,000 square feet of new construction. The MOB may be owned and operated by a third party.
- T. “**Phase III**” is defined as an acute care hospital of a minimum of thirty (30) beds or more (the “Hospital”).
- U. “**Phase I Eligible Property**” is defined as the Phase I Property, the Phase I Real Property Improvements, and the Phase I Business Personal Property located at the Phase I Property.
- V. “**Phase II Eligible Property**” is defined as the Phase II Property, the Phase II Real Property Improvements, and the Phase II Business Personal Property located at the Phase II Property.
- W. “**Phase III Eligible Property**” is defined as the Phase III Property, the Phase III Real Property Improvements, and the Phase III Business Personal Property located at the Phase III Property.
- X. “**Phase I Real Property Improvements**” are defined as improvements to the Phase I Property and shall include the FSED and any other buildings, structures or fixtures erected or affixed to land at the Phase I Property.
- Y. “**Phase II Real Property Improvements**” are defined as improvements to the Phase II Property and shall include the MOB and any other buildings, structures or fixtures erected or affixed to land at the Phase II Property.
- Z. “**Phase III Real Property Improvements**” are defined as improvements to the Phase III Property and shall include the Hospital and any other buildings, structures or fixtures erected or affixed to land at the Phase III Property.
- AA. “**Phase I Business Personal Property**” is defined as Business Personal Property that is located at the Phase I Property.
- BB. “**Phase II Business Personal Property**” is defined as Business Personal Property that is located at the Phase II Property.
- CC. “**Phase III Business Personal Property**” is defined as Business Personal Property that is located at the Phase III Property.
- DD. “**Premises**” are defined as the real property (land and improvements) located at the Phase I Property, the Phase II Property, and the Phase III Property.

- EE. **“Property”** is defined as the Phase I Property, the Phase II Property, and the Phase III Property, as defined in Section II.D.
- FF. **“Real Property Improvements”** are defined as improvements to the Premises and shall include buildings, structures or fixtures erected or affixed to land.
- GG. **“Threshold Phase I Documentation”** is defined as: (1) the certificate of occupancy for Phase I; (2) the Owner’s project management systems records showing the budgeted costs, actual expenditures, and the outstanding expenditures for Phase I; and (3) the 380 Grant Certification described in Section VII.A.1. The City may request additional records to support the information shown in the Threshold Phase I Documentation.
- HH. **“Threshold Phase II Documentation”** is defined as: (1) the certificate of occupancy for Phase II; (2) the Owner’s project management systems records showing the budgeted costs, actual expenditures, and the outstanding expenditures for Phase II; and (3) the 380 Grant Certification described in Section VII.A.1. The City may request additional records to support the information shown in the Threshold Phase II Documentation.
- II. **“Threshold Phase III Documentation”** is defined as the certificate of occupancy for Phase III, the Owner’s project management systems records showing the budgeted costs, actual expenditures, and the outstanding expenditures for Phase III, and the 380 Grant Certification described in Section VII.A.1. The City may request additional records to support the information shown in the Threshold Phase III Documentation.
- JJ. **“Threshold Phase I Grant Criteria”** is defined as the criteria the Owner is required to meet for payment of Phase I 380 Grants to begin, which are set forth in Section IV.A.1.
- KK. **“Threshold Phase II Grant Criteria”** is defined as the criteria the Owner is required to meet for payment of Phase II 380 Grants to begin, which are set forth in Section IV.B.1.
- LL. **“Threshold Phase III Grant Criteria”** is defined as the criteria the Owner is required to meet for payment of Phase III 380 Grants to begin, which are set forth in Section IV.C.1.

II.
General Provisions

- A. The Premises are not in an improvement project financed by tax increment bonds.
- B. The Premises are not owned or leased by any member of the City Council or any member of the Planning and Zoning Commission of CITY.

- C. It is acknowledged and agreed by the parties that the completion of the Real Property Improvements is consistent with the purposes of encouraging state and local economic development and to stimulate business and commercial activity within the City.
- D. The parties contemplate that portions of the Parent Tract will be developed in three Phases, Phase I, Phase II and Phase III. The Parent Tract is currently listed in one real property tax account on the records of Williamson Central Appraisal District, Account No. R-433110 containing 51.993000 acres of unimproved land. Before construction of Phase I begins, the Owner will create a new real property tax account containing approximately two acres of unimproved land (“PHASE I PROPERTY”) upon which Phase I Real Property Improvements will be constructed.

Before construction of Phase II begins, Owner will create a second new real property tax account containing approximately three acres of unimproved land (“PHASE II PROPERTY”) upon which Phase II Real Property Improvements will be constructed.

Before construction of Phase III begins, Owner will create a third new property tax account containing approximately 25 acres of unimproved land (“PHASE III PROPERTY”) upon which Phase III Real Property Improvements will be constructed. After construction of Phase III begins, there will be a total of four real property tax accounts with the Williamson Central Appraisal District for the Property; one containing approximately two acres of land and the Phase I Real Property Improvements, a second containing approximately three acres of land and the Phase II Real Property Improvements, a third containing approximately 25 acres of land and the Phase III Real Property Improvements, and a fourth (currently account number R-433110) containing approximately 22 acres of unimproved land subject to agricultural exemption.

III. Representations and Warranties

- A. The City hereby represents and warrants to Owner that the City has full constitutional and lawful right, power, and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and all of the foregoing have been or will be duly and validly authorized and approved by all necessary City proceedings, findings, and actions. Accordingly, this Agreement constitutes the legal, valid, and binding obligation of the City, is enforceable in accordance with its terms and provisions, and does not require the consent of any other governmental authority.
- B. Owner hereby represents and warrants to the City that Owner has full constitutional and lawful right, power, and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and all of the foregoing have been or will be duly and validly authorized and approved by all actions necessary. Accordingly, this Agreement

constitutes the legal, valid, and binding obligation of Owner, is enforceable in accordance with its terms and provisions, and does not require the consent of any other authority or entity.

IV.
Performance Criteria

A. Phase I Grant Criteria.

1. **Threshold Phase I Grant Criteria.** The OWNER agrees to commence construction of Phase I Real Property Improvements as soon as practicable after the Effective Date of this Agreement. The OWNER shall construct and obtain a certificate of occupancy for the FSED no later than December 31, 2018. The OWNER will construct and install improvements and equipment on the Phase I Property, including Phase I Real Property Improvements and Phase I Business Personal Property. The Owner will invest at least \$3,500,000 in the Phase I Real Property Improvements and at least \$2,500,000 in the Phase I Business Personal Property.

2. **Ongoing Phase 1 Grant Criteria.**
 - a. After issuance of a certificate of occupancy for the FSED, the OWNER will operate the FSED and will employ at least ten (10) full-time employees. The employees employed by Phase II and Phase III shall not be counted towards the minimum employment requirement for Phase I.

 - b. The Owner will be in compliance with Section IV.E.

B. Phase II Grant Criteria.

1. **Threshold Phase II Grant Criteria.** If Phase II is the first to be constructed of Phase II and Phase III, the OWNER or its designated third-party will commence construction of the Phase II Real Property Improvements within three (3) years of issuance of the certificate of occupancy for Phase I. If Phase III is the first to be constructed of Phase II and Phase III, the Owner or its designated third-party will commence construction of the Phase II Real Property Improvements within three (3) years of issuance of a certificate of occupancy of Phase III. The OWNER or its designated third-party shall construct and obtain a certificate of occupancy for the MOB. The OWNER or its designated third-party will construct and install improvements on the Phase II Property. The Owner or its designated third party will invest at least \$8,000,000 in the Phase II Real Property Improvements.

C. Phase III Grant Criteria.

1. **Threshold Phase III Grant Criteria.** If Phase II is the first to be constructed of Phase II and Phase III, the OWNER will commence construction of Phase III within three (3) years of issuance of the certificate of occupancy for Phase II. If Phase III is the first to be constructed of Phase II and Phase III, the Owner will commence construction of the Phase III Real Property Improvements within three (3) years of issuance of a certificate of occupancy of Phase I. The OWNER shall construct and obtain a certificate of occupancy for the Hospital. The OWNER will construct and install improvements and equipment on the Phase III Property, including Phase III Real Property Improvements and Phase III Business Personal Property. The Owner will invest at least \$40,000,000 in the Phase III Real Property Improvements and at least \$25,000,000 in the Phase III Business Personal Property.
 2. **Ongoing Phase III Grant Criteria.** For each year after the Certificate of Occupancy is issued for Phase III and during the term of this Agreement, the OWNER will operate the Hospital and will employ at least 150 full-time employees. The employees employed by Phase I and Phase II shall not be counted towards the minimum employment requirement for Phase III. Owner will be in compliance with Section IV.E.
- D. For each Phase, all proposed Real Property Improvements shall conform to the applicable building codes, zoning ordinances and all other applicable ordinances and regulations.
- E. OWNER or its designated third party shall not allow the ad valorem taxes owed to CITY on any business personal property owned by OWNER or its designated third party and located within the City of Leander to become delinquent beyond the last day they can be paid without assessment of penalty.
- F. OWNER or its designated third party shall not fail to render for taxation any business personal property located within the City of Leander.

- G. OWNER covenants and certifies that OWNER does not and will not knowingly employ an undocumented worker as that term is defined by Section 2264.001(4) of the Texas Government Code. In accordance with Section 2264.052 of the Texas Government Code, if OWNER is convicted of a violation under 8 U.S.D. Section 132(a)(f), OWNER shall repay to the CITY the full amount of Chapter 380 grants made under Section V of this Agreement. Repayment shall be paid within 120 days after the date following such conviction that OWNER receives notice of violation from the CITY as provided by 2264.101(c) of the Texas Government Code, OWNER shall not be liable for a violation by a subsidiary, affiliate, or franchisee of OWNER or by a person with whom OWNER contracts.

V.

Chapter 380 Grants

- A. **Phase I Chapter 380 Grants.** If the Threshold Phase I Grant Criteria and Ongoing Phase I Grant Criteria are met, CITY agrees to pay to the Owner an annual Chapter 380 grant with respect to Phase I as provided in this Section V.A. The annual amount of the Phase I Chapter 380 Grant shall be equal to the City's portion of the ad valorem taxes received by the City on 50% of the Phase I Added Taxable Value of the Phase I Eligible Property for six (6) years and on 25% of the Phase I Added Taxable Value of the Phase I Eligible Property for an additional four (4) years ("PHASE I CHAPTER 380 GRANT"). The Phase I Chapter 380 Grant shall also include an amount equal to 50% of the rollback City ad valorem taxes paid to and received by the City on the Phase I Property. The Phase I Chapter 380 Grant shall be payable annually for a ten (10) year period commencing with the tax year following the date of issuance of a certificate of occupancy for Phase I for each year in which the Ongoing Phase I Grant Criteria are met; provided that the Threshold Phase I Grant Criteria are met and provided further that Phase I Chapter 380 Grant payments will be held in escrow by the City until the Commencement of Construction.

1. **Before Commencement of Construction.**

- a. The City will deposit an amount equal to 50% of the rollback City ad valorem taxes paid to and received by the City on the Phase I Property into the Medical Complex Chapter 380 Grant Fund (the "Phase 1 Rollback Taxes").
- b. After the Threshold Phase I Grant Criteria are met and the Owner provides the City with the Threshold Phase I Documentation, the City shall commence payment of the Phase I Chapter 380 Grant to Owner for each year that the Owner meets the requirements of the Ongoing Phase I Grant Criteria. Beginning with the ad valorem property taxes paid and collected on the Phase I Property for tax year 2018 and continuing each year that the Owner satisfies the Ongoing Phase 1 Grant Criteria, the City shall deposit an amount equal to the Phase I Chapter 380 Grant into the Medical Complex Chapter 380 Grant Fund,

which amount shall be held in escrow by the City until the Commencement of Construction.

- c. To request payment of the Phase I Chapter 380 Grant funds held in escrow in the Medical Complex Chapter 380 Grant Fund, the Owner shall submit a written request for the escrowed Phase I Chapter 380 Grant funds that includes the Threshold Phase I Documentation (the "INITIAL PAYMENT REQUEST"). Within thirty (30) days of receipt of the Initial Payment Request, the City shall pay to the Owner the Phase I Chapter 380 Grant payments, including the Phase I Rollback Taxes from the escrowed funds in the Medical Complex Chapter 380 Grant Fund for each year that the Owner has met the Ongoing Phase I Grant Criteria (the "INITIAL GRANT PAYMENT"); provided that the Threshold Phase 1 Grant Criteria has been met and the Commencement of Construction has occurred.

2. **After Commencement of Construction.** After Commencement of Construction, payments of Phase I Chapter 380 Grants shall no longer be escrowed and shall be made in accordance with Section V.E; provided that in the event that the building permit or the site development permit for the MOB site expires (in the case of Phase II commencing before Phase III), or in the event that the building permit or the site development permit for the Hospital site expires (in the case of Phase III commencing before Phase II), payment of Phase I Chapter 380 Grants shall be suspended until, in the case of Phase II commencing before Phase III, the building permit or site development permit for the MOB, as applicable, is reissued for renewed, or, in the case of Phase III commencing before Phase II, the building permit or site development permit for the Hospital, as applicable, is reissued or renewed. During the time that Phase 1 Chapter 380 Grants are suspended under this subsection V.A.2, the Phase 1 Chapter 380 Grant payments for each year in which the Owner meets the Ongoing Phase I Grant Criteria will be deposited into the Medical Complex Chapter 380 Grant Fund and held in escrow by the City until the applicable site plan and/or building permit is renewed.

- B. **Phase II Chapter 380 Grants.** If the Threshold Phase II Grant Criteria are met, City agrees to pay to the Owner an annual Chapter 380 Grant with respect to Phase II. The annual amount of the Phase II Chapter 380 Grant shall be equal to the City's portion of the ad valorem taxes received by the City on 50% of the Phase II Added Taxable Value of the Phase II Eligible Property for six (6) years and on 25% of the Phase II Added Taxable Value of the Phase I Eligible Property for an additional four (4) years ("PHASE II CHAPTER 380 GRANT"). The Phase II Chapter 380 Grant shall also include an amount equal to 50% of the rollback taxes paid on the Phase II Property. The Phase II Chapter 380 Grants shall be payable for a ten (10) year period commencing with the tax year following the date of issuance of a certificate of occupancy of Phase II; provided that the Threshold Phase II Grant Criteria are met.

- C. **Phase III Chapter 380 Grants.** If the Threshold Phase III Grant Criteria and the Ongoing Phase III Grant Criteria are met, the City agrees to pay to the Owner an annual Chapter 380 grant with respect to Phase III. The annual amount of the Phase III Chapter 380 Grant shall be equal to the City's portion of the ad valorem taxes received by the City on 50% of the Phase III Added Taxable Value of the Phase III Eligible Property for six (6) years and 25% of the Phase III Added Taxable Value of the Phase III Eligible Property for an additional four (4) years ("PHASE III CHAPTER 380 GRANT"). The Phase III Chapter 380 Grant shall also include an amount equal to 50% of the rollback taxes paid on the Phase III Property. The Phase III Chapter 380 Grants shall be payable for a ten (10) year period commencing with the tax year following the date of issuance of a certificate of occupancy of Phase III for each year in which the Ongoing Phase III Grant Criteria are met; provided that the Threshold Phase III Grant Criteria are met.
- D. **Chapter 380 Grant Fund.** The City hereby covenants and agrees upon the Effective Date of this Agreement to create a special fund ("MEDICAL COMPLEX CHAPTER 380 GRANT REIMBURSEMENT FUND") for the benefit of Owner and for the purpose of paying to the Owner the Chapter 380 Grants. The City shall annually deposit the Chapter 380 Grant funds into the Medical Center Chapter 380 Grant Fund pursuant to this Agreement. Such deposits will be made annually by March 31st. The Medical Complex Chapter 380 Grant Reimbursement Fund shall always remain unencumbered by the City and be segregated from all other funds of the City. Such funds are held in trust by the City for the Owner to be used in accordance with the terms of this Agreement so long as the Owner is in compliance with this Agreement. To the fullest extent permitted by law, the City agrees that: (i) it will not pledge or apply the Medical Complex Chapter 380 Grant Fund to any other purpose or payment of any obligation of the City except for the obligations of the City arising under this Agreement; (ii) it will not commingle the Medical Complex Chapter 380 Grant Fund with any other funds of the City; (iii) it will not take any action or omit to take any action that will affect the continued existence of the Medical Complex Chapter 380 Grant Fund or the availability for deposit therein of the Medical Complex Chapter 380 Grants and (iv) it will direct investment of the Medical Complex Chapter 380 Grant Fund in accordance with Texas law applicable to investment of funds by municipalities. The Medical Complex Chapter 380 Grant Fund shall be used only to pay the Chapter 380 Grants to the Owner.
- E. **Payment of Chapter 380 Grants.** Except as provided for the Initial Grant Payment, the City shall pay the Chapter 380 Grants annually upon the later to occur of: (a) thirty (30) days following the date the Documentation is received by the City; or (b) within thirty (30) days following the date of ad valorem taxes are received by the City and the Owner has notified the City that the taxes have been paid; provided that the threshold criteria and the ongoing criteria for the applicable Phase as set forth in Article IV has been met; and provided further that Phase 1 Chapter 380 Grants will be suspended under the circumstances set forth in Section V.A.2. The Owner will not be paid Chapter 380 Grant payments for a

particular phase for those tax years in which the ongoing criteria for that phase is not met. Once the performance criteria for a particular phase and tax year is met, the City's commitment to pay the Chapter 380 Grant for that phase and tax year from the City ad valorem taxes actually received by the City is an unconditional obligation of payment by the City but solely from the Medical Complex Chapter 380 Grant Fund. Such payments of the Chapter 380 Grants are not subject to any reduction, whether offset or otherwise, except as authorized in Article V, Subsection F.

- F. **Pro Rata Reduction of Chapter 380 Grants.** In the event that the Owner does not meet the minimum employment requirements for a particular tax year, the City may, in lieu of forfeiting the Chapter 380 Grant for the tax year at issue, elect in its sole discretion to pay the Owner a pro rata share of the Chapter 380 Grant based on the actual number of persons employed during that year.
- G. **Maintenance of Books and Records.** The City shall maintain complete books and records showing ad valorem taxes received by the City on the Property and deposits to and disbursements from the Medical Complex Chapter 380 Grant Fund, which books and records shall be deemed complete if kept in accordance with generally accepted accounting principles as applied to Texas municipalities. Such books and records shall be available for examination by the duly authorized officers or agents of Owner during normal business hours upon request made not less than five (5) business days prior to the date of the examination. The City shall maintain such books and records throughout the Term of this Agreement and store the same for four (4) years thereafter.

VI.

Building and Permit Fee Waiver

- A. **Fee Waiver-Phase I.** The City agrees to waive all building and permit fees in connection with Phase I as provided in this Section VI.A. Owner shall pay all building and permit fees in connection with Phase I to the City, who will hold such payments in escrow. Upon Commencement of Construction of Phase II or Phase III, the City will refund the escrowed Phase I building and permit fees to Owner within thirty (30) days of receipt of notice by the City of Commencement of Construction of Phase II or Phase III.
- B. **Fee Waiver-Phase II.** The City agrees to waive all building and permit fees in connection with Phase II.
- C. **Fee Waiver-Phase III.** The City agrees to waive all building and permit fees in connection with Phase III.
- D. **Limitation of Fee Waiver.** The fee waivers set forth in this Article VI do not include a waiver of water or wastewater impact or tap fees.

VII.
Reports, Audits and Inspections

- A. **Annual Certification and Reports** - The OWNER shall certify in writing annually to the City that OWNER is in compliance with the terms of this 380 Grant Agreement, and shall provide the City with reports and records reasonably necessary to demonstrate fulfillment of the performance criteria set forth in Section IV for each year of the agreement, as follows:
1. **Certification**: OWNER shall complete and certify a 380 Grant Certification to be provided by CITY for each year of the 380 Grant Agreement, to be due annually not later than April 15, (in the form attached hereto as Exhibit B), which shall include the Threshold Criteria Documentation in the first year that Chapter 380 Grant Payments are sought for a particular Phase, and the Ongoing Criteria Documentation for the particular Phase or Phases for which Chapter 380 Grants are sought.
 2. **Additional Reports**: Additionally, throughout the term of this agreement, OWNER shall furnish CITY any additional records and information reasonably requested to support the reports required by this agreement. The Owner shall further furnish the City with copies of or access to additional information reasonably required to verify the information set forth in the Documentation.
- B. **Right to Audit Books and Records**: CITY shall have the right to audit the books and records related to the Eligible Property. CITY shall notify OWNER in advance in writing of their intent to audit in order to allow OWNER adequate time to make such books and records available.
- C. **Inspection**: At all times throughout the term of this agreement, CITY shall have reasonable access to the Premises for the purpose of inspecting the Premises to ensure that the Real Property Improvements and the Business Personal Property are constructed, installed, maintained and operated in accordance with the terms of this Agreement. All inspections shall be conducted in a manner as to not unreasonably interfere with the installation of the Real Property Improvements and the Business Personal Property or the operation of the Premises. The inspections shall be conducted within a reasonable time period after notice by CITY to OWNER, provided, however, that all inspections shall be made with one (1) or more representative(s) of OWNER present and in accordance with the safety standards of OWNER.

VIII.
Use of Premises

The Premises at all times shall be used in a manner that is consistent with CITY's zoning ordinances and consistent with the general purpose of encouraging development within the City.

IX.
Breach

- A. **Breach** - A breach of this Agreement may result in termination or modification of this Agreement. The following conditions shall constitute a breach of this Agreement:
1. OWNER terminates the use of the Premises for its Business Operations at any time during the duration of the Agreement; or
 2. OWNER fails to meet the Performance Criteria as specified in Section IV above; provided that failure to build the MOB shall not be a breach of this Agreement if the Owner commences construction of Phase III within three years of issuance of a certificate of occupancy of Phase I and does not allow the site development permit for Phase III or the building permit for the Hospital to expire.
 3. OWNER falsely certifies that it has meet the performance criteria for a particular tax year in its annual certification and reports submitted to the City under Section VII.
- B. **Notice of Breach** - Notwithstanding anything herein to the contrary, no Party shall be deemed to be in default under this Agreement until the passage of sixty (60) business days after receipt by such Party of notice of default from the other Party ("CURE PERIOD"), which notice shall specify, in reasonable detail, the nature of the default. Upon the passage of the Cure Period 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 such that it cannot reasonably be cured within the Cure Period, the Party receiving the notice of default may during such Cure Period give the other Party written notice that it has commenced cure within the Cure Period and will diligently and continuously prosecute the cure to completion as soon as reasonably possible, and such written notice together with diligent and continuous prosecution of the cure shall extend the Cure Period for up to an additional ninety (90) calendar days so long as the cure is being diligently and continuously pursued during such time; and provided further that, if the cure cannot be reasonably accomplished within the additional ninety (90) calendar day period but the applicable facts, circumstances, and progress establish that a cure will be obtained within a reasonable period of time following the expiration of the ninety (90) calendar day period, the time for cure will be extended for an additional period of time as mutually agreed by the Parties (such agreement not to be unreasonably withheld); provided, further, that if a default is not cured within the applicable Cure Period, or, as applicable, written notice having been given and cure being commenced and diligently and continuously prosecuted, within the additional ninety (90) calendar days after the giving of the written notice, or, as otherwise applicable within the time mutually agreed by the Parties due to the defaulting Party not being able to obtain a cure within the additional ninety (90) calendar days after the defaulting Party gives written notice that it is commencing cure, then the non-defaulting Party may pursue the

remedies set forth in this Agreement, as well as any other remedies available in equity or law.

- C. **Termination** - During the term of this Agreement, should OWNER commit a breach of this Agreement according to items A(1), (2), or (3) of this Section IX, CITY may terminate this Agreement, subject to Section IX. A. and B. herein
- D. **Repayment of Chapter 380 Grants** – In the event that the Owner commits a breach of this Agreement according to Section IX.A(3), notwithstanding Section IX.B., the Owner shall pay back to the City the Chapter 380 Grant for the tax year for which false certification was submitted within thirty (30) days of written demand by the City.
- E. **Tax Lien Not Impaired** - It is expressly agreed and acknowledged between the parties to this Agreement that nothing in this Agreement shall be deemed or construed to affect the lien for taxes against the property established by Section 32.01 of the Texas Tax Code. Such lien shall secure the payment of all taxes, penalties and interest ultimately imposed on the Property. Any such lien may be fully enforced pursuant to the provisions of the Code. For purposes of this Subsection, “property” refers to the Premises and Eligible Property described herein.

X.

Effect of Sale or Lease of Property

This Agreement and the Chapter 380 grants authorized by this Agreement shall not be assignable to any new owner of all or a portion of the Premises or Eligible Property unless such assignment is approved in writing by the CITY with approval of the City Council, which approval shall not be unreasonably withheld. Notwithstanding the foregoing sentence, the Owner may assign this Agreement and/or the Premises and the Eligible Property to an affiliate, subsidiary or related party of Owner without the City’s approval. Notwithstanding the foregoing, Owner may lease a portion of the Premises to a third party for the construction and operation of Phase II without the City’s approval.

XI.

Notice

All notices called for or required by this Agreement shall be addressed to the following, or such other party or address as either party designates in writing, by certified mail postage prepaid or by hand delivery:

OWNER: St. David’s Healthcare Partnership, L.P., LLP
c/o GHC – Galen Healthcare, LLC, Manager
HCA Incentives and Credits Director
P.O. Box #1504
Nashville, Tennessee 37202-1504

With a copy to: Garry M. Miles, Esq.
Locke Lord LLP
2200 Ross Avenue, Suite #2800
Dallas, Texas 75201

CITY: Kent Cagle
City Manager
City of Leander
P.O. Box #319
Leander, Texas 78646

With a copy to: Paige H. Saenz, Esq.
The Knight Law Firm, LLP
223 West Anderson Lane, Suite A-105
Austin, Texas 78752

XII.
City Council Authorization

This agreement was authorized by resolution of the City Council authorizing the City Manager or his designee to execute this agreement on behalf of the CITY.

XIII.
Severability

In the event any section, subsection, paragraph, sentence, phrase or word is held invalid, illegal or unconstitutional, the balance of this agreement shall stand, shall be enforceable and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase or word.

XIV.
Estoppel Certificate

Any party hereto may request an estoppel certificate from another party hereto, so long as the certificate is requested in connection with a bona fide business purpose. The certificate, which if requested will be addressed to a subsequent purchaser or assignee of OWNER, shall include, but not necessarily be limited to statements that this agreement is in full force and effect without default (or if default exists the nature of same), the remaining term of this agreement, the levels and remaining term of the eligible grants and such other matters reasonably requested by the party(ies) to receive the certificates.

XV.
Owner's Standing

OWNER, as a party to this agreement, shall be deemed a proper and necessary party in any litigation questioning or challenging the validity of this agreement or any of

the underlying ordinances, resolutions or City Council actions authorizing same, and OWNER shall be entitled to intervene in said litigation.

XVI.
Applicable Law

This agreement shall be construed under the laws of the State of Texas. Venue for any action under this agreement shall be the State's District Court of Williamson County, Texas. This agreement is performable in Williamson County, Texas.

XVII.
Force Majeure

It is expressly understood and agreed by the parties to this agreement that the parties shall not be found in default of this agreement if any party's failure to meet the requirements of this agreement is delayed by reason of war, Act of God, fire or other casualty of a similar nature.

XVIII.
No Other Agreement

This agreement embodies all of the agreements of the parties relating to its subject matter as specifically set out herein, supersedes all prior understandings and agreements regarding such subject matter, and may be amended, modified or supplemented only by an instrument or instruments in writing executed by the parties.

XIX.
Recordation of Agreement

A certified copy of this agreement in recordable form shall be recorded in the Deed Records of Williamson County, Texas.

XX.
Headings

The headings of this agreement are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

XXI.
Successors and Assigns

The parties to this Agreement each bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement. No successor, executor, administrator or assign is valid in the place of the parties to this Agreement without the written consent of CITY and such consent shall not be unreasonably withheld. Notwithstanding the foregoing sentence, the

Owner may assign this Agreement to an affiliate, subsidiary or related party of Owner without the City's consent.

XXII.
Counterparts

This Agreement may be executed in any number of counterparts, each of which may be executed by any one or more of the parties hereto, but all of which shall constitute one instrument, and shall be binding and effective when all of the parties hereto have executed at least one counterpart.

XXIII.
No Third-Party Beneficiaries

For purposes of this agreement, including its intended operation and effect, the parties specifically agree that: (1) the agreement only affects matters/disputes between the parties to this agreement, and is in no way intended by the parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entities may be in a contractual relationship with CITY or OWNER or both; and (2) the terms of this agreement are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either CITY or OWNER.

XXIV.
Remedies

No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this agreement may be waived without consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this agreement.

XXV.
Waiver of Immunity

Notwithstanding anything to the contrary herein, the City and Owner hereby acknowledge and agree that this Agreement is subject to the provisions of Subchapter 1 of Chapter 271, Texas Local Government Code, as amended. The City agrees that its immunity from suit is waived for the purpose of adjudicating a claim for breach of this Agreement, which is subject to the terms and conditions of Subchapter 1 of Chapter 271, Texas Local Government Code, as amended.

XXVI.
Termination

This agreement shall terminate, in accordance with the terms of this agreement, unless extended by written agreement of the parties or a written instrument signed by all parties evidencing a delay by force majeure.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year written above.

**ST. DAVID'S HEALTHCARE
PARTNERSHIP, L.P., LLP**

BY: GHC – Galen Healthcare, LLC,
Manager

SIGNATURE

TYPED OR PRINTED TITLE

DATE

WITNESS:

CITY OF LEANDER, TEXAS

By: _____

CITY MANAGER

Date: _____

ATTEST:

CITY SECRETARY

APPROVED AS TO FORM:

By: _____

CITY ATTORNEY

Date: _____

EXHIBIT "A"

PARENT TRACT DESCRIPTION

**METES AND BOUNDS DESCRIPTION FOR A 51.993 ACRE TRACT OF LAND
IN THE WILLIAM MANCIL SURVEY, ABSTRACT 437, WILLIAMSON
COUNTY, TEXAS. BEING A PORTION OF A 320.38 ACRE TRACT
RECORDED IN VOLUME 511, PAGE 54, DEED RECORDS, WILLIAMSON
COUNTY, TEXAS AND A PORTION OF THE ABANDONED ROADWAY
KNOWN AS OLD HIGHWAY 29.**

Beginning at a ½" iron rod with plastic cap marked "G&R Surveying" set in the West right of way line of US Highway 183A at the southeast corner of a 22.252 acre tract recorded in Document No. 2011059284, Official Public Records, Williamson County, Texas, for the northeast corner of this tract;

Thence with the West right of way line of said US Highway 183A the following two (2) courses and distances:

1. along a curve to the left in a southeasterly direction, said curve having a radius length of 5929.58 feet, an arc length of 1658.97, a delta angle of 16'01'48" and a chord length of 1653.56 feet bearing South 48'02'46" East to a TXDOT brass disk found for a point of tangency in the east line of this tract;
2. South 56'03'40" East, a distance of 122.03 feet to a ½" iron rod found in the North right of way line of San Gabriel Parkway for the southeast corner of this tract;

Thence with the North right of way line of said San Gabriel Parkway the following three (3) courses and distances:

1. South 48'09'33" West, a distance of 55.64 feet to a ½" iron rod found for a point of curvature in the south line of this tract;
2. along a curve to the right in a southwesterly direction, said curve having a radius length of 965.00 feet, an arc length of 403.08 feet. a delta angle of 23'55'58" and a chord length of 400.16 feet bearing South 60'07'30" West to a ½" iron rod found for a point of tangency in the south line of this tract;
3. South 72'05'29" West, a distance of 1407.55 feet to a point in the East right of way line of the T.&H.O. Railroad deeded to the City of Austin in Volume 1417, Page 282, Deed Records, Williamson County, Texas, for the southwest corner of this tract, whence a ½" iron rod found near this corner bears South 75'54'20" West, a distance of 1.21 feet;

Thence North 21'05'32" West with the East right of way line of said T.H.&O. Railroad, a distance of 1549.69 feet to a point at the southwest corner of said 22.252 acre tract for the northwest corner of this tract, whence a ½" iron rod found near this corner bears North 67'25'02" East, a distance of 0.68 feet;

Thence North 67'25'02" East with the South line of said 22.252 acre tract, a distance of 1033.77 feet to the point of beginning. Containing 51.993 acres of land, more or less.

EXHIBIT B

**CITY OF LEANDER
ANNUAL CHAPTER 380 AGREEMENT GRANT REPORT FORM**

Annual Grant Certification – Tax Year _____

PROJECT STATUS

Commence construction of Phase __ Real Property Improvements _____.
Please provide each of the following documents as an attachment to this Certification:

- Issuance of a building permit from the City of Leander; AND
- Correspondence from the general contractor for Phase __ indicating that the Owner has issued a notice to proceed with the Phase ____; AND
- A letter from the Owner certifying that all funding sources necessary for Phase __ have been secured.

REAL PROPERTY AND BUSINESS PERSONAL PROPERTY

The Owner will invest at least \$_____ in the Phase __ Real Property Improvements and at least \$_____ in the Phase __ Business Personal Property. **Please provide each of the following documents as an attachment to this Certification:**

- Summary document from internal cost accounting system by project which shows project in summary detail, budgeted amounts and actual amount; AND
- A copy of the asset listing from the business personal property tax return.

Real Property WCAD Acct.	Applicable to Chapter 380 Grant	Appraised Value (as of January 1, ____)		
		Land	Improvements	Total
	Yes			

Business Personal Property WCAD Acct.	Applicable to Chapter 380 Grant	Appraised Value (as of January 1, ____)		
		Land	Improvements	Total

JOBS (For Phases I and III only)

Category	Full Time	Part Time	Total
Total Current Employees as of January 1, 201_ – Phase ____			
Number of New Jobs Added January 1 through December 31, 201__			
Number of FTEs with full benefits and number of FTEs without full benefits			

Job Title	COID or Department	Full Time or Part Time	Standard Hours	Actual Amount Paid YTD	Qualified for Benefit (Y or N)

CERTIFICATION

I certify that to the best of my knowledge and belief, the information and attached documents provided in this Annual Grant Certification are true and accurate and in compliance with the terms of the Chapter 380 Agreement with the City of Leander.

Printed Name and Title of Certifying Officer

Signature of Certifying Officer

Date

Telephone Number

Email Address

NOTE: This Annual Grant Certification shall be filed annually on or before April 15 of each calendar year beginning with 2017 and each year thereafter so long as the Chapter 380 Agreement is in existence.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF LEANDER, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT WITH GHC – GALEN HEALTHCARE, LLC, THE MANAGER OF ST. DAVID’S HEALTHCARE PARTNERSHIP, L.P., LLP

Whereas, GHC – Galen Healthcare, LLC, the Manager of St. David’s Healthcare Partnership, LP, LLP, a Texas limited liability partnership (the “Owner”), proposes to develop portions of the Property described in the attached Chapter 380 Grant Agreement between the City of Leander and the Owner (the “Agreement”) as a three-phased medical complex, including a free-standing emergency department, a medical office building, and a hospital (the “Medical Complex”);

Whereas, the City finds that providing the economic incentives to the Owner in exchange for the Owner’s construction of the Medical Complex will promote local economic development and stimulate business and commercial activity and will create and retain jobs within the City (hereafter referred to as the “Program”);

Whereas, the City further finds that the Medical Complex will provide a material benefit in added tax value, employment and public convenience;

Whereas, the City hereby determines that the economic incentives provided herein will directly serve a public purpose, being the promotion of the economic welfare of the City and surrounding areas, and that the Agreement contains controls likely to ensure that the public purpose is accomplished;

Whereas, Chapter 380 of the Local Government Code provides statutory authority for establishing and administering the Program provided herein;

Whereas, the City Council finds that the terms of this Agreement meet the Economic Development Policy adopted by the City Council which is set forth in Article 1.09, Division 2 of the City’s Code of Ordinances;

Whereas, the City Council finds that it is in the public interest to provide the economic incentives set forth herein subject to the terms and conditions of this Agreement.

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

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

Section 2. Approval of Agreement. The City Council of the City of Leander hereby approves the Chapter 380 Grant Agreement between the City and the Owner attached hereto and authorizes the City Manager to execute said Agreement.

Section 3. Open Meetings. It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't. Code.*

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

Attest:

THE CITY OF LEANDER, TEXAS

Debora Penberg, Interim City Secretary

Christopher Fielder, Mayor



Executive Summary

11-21-16

Agenda Subject: Old Town Business Grant to “Texas Office Machines,” an office machines and repair business to be located at 210 S. Brushy Street, Leander, Texas.

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 for 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 “Texas Office Machines” owners becoming aware of the grant program and working with their bankers (First Texas Bank) to apply. The company originally requested a grant of \$50,000.

Recommendation: Staff recommends approval of a grant of \$35,000 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. Given the company’s history in another Austin MSA location, staff is confident in the venture’s success.

Attachments: Included with this Summary.

Prepared by: Mark S. Willis, Economic Development Director

SYNOPSIS OF COMPANY VALUE TO THE CITY

• Incremental property tax gains over five years:	\$20,000
• Direct Sales Tax	\$10,000
• <u>Secondary Benefits</u>	<u>\$ 5,000</u>
• TOTAL	\$35,000

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 conservative adjustments made by City staff reflecting historic sales growth in comparable businesses.

Secondary or indirect benefits are based on multiplier effects defined by U.S. Chamber of Commerce case studies and economic research.

All revenues are discounted over the five year period at a 4% rate.

Incentive funding will be provided through the Old Town Incentive fund, leaving \$110,000 or the original \$250,000 still available.

ORDINANCE 16-085-00

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING SECTION 1.04.003(c) OF THE CODE OF ORDINANCES ADDRESSING MEMBERSHIP AND PROCEDURES OF THE BOARD SELECTION COMMITTEE; AND PROVIDING FOR RELATED MATTERS.

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

Section 1. Board Selection Committee. Section 1.04.003(c) of the Leander Code of Ordinances are hereby amended in its entirety to read as follows:

(c) Board selection committee. The city council shall serve as the board selection committee. The board selection committee shall review the applications submitted under this section and interview applicants. After reviewing and interviewing applicants, the board selection committee shall vote on a recommendation on appointments. The committee may adopt procedures for reviewing applications and interviewing applicants.

Section 2. Amendment of Ordinances. Section 1.04.003(c) of the Leander Code of Ordinances are hereby amended in their entirety as provided in this Ordinance and all ordinances or parts thereof conflicting or inconsistent with the provisions of this Ordinance as adopted and amended herein, are hereby amended to the extent of such conflict. In the event of a conflict or inconsistency between this Ordinance and any other code or ordinance of the City, the terms and provisions of this Ordinance shall govern.

Section 3. Effective Date. This Ordinance shall be in force and effect from and after its passage on the date shown below.

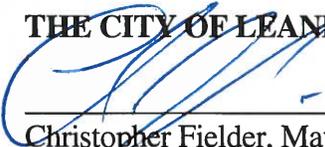
Section 4. Open Meetings. It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't.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

PASSED AND APPROVED on this the 17th day of November, 2016.

ATTEST:


Debora Penberg, Interim City Secretary

THE CITY OF LEANDER, TEXAS


Christopher Fielder, Mayor

