AGENDA
CITY COUNCIL MEETING
CITY OF LEANDER, TEXAS

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

Thursday ~ December 6, 2012 at 7:00 PM

Mayor – Christopher Fielder
Place 1 – Andrea Navarrette **Place 4 – Michell Cantwell (Mayor Pro Tem)**
Place 2 – Kirsten Lynch **Place 5 – Jason Dishongh**
Place 3 – Simon Garcia **Place 6 – David Siebold**
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: Regular Meeting: November 29, 2012

PUBLIC HEARING: ACTION

6. **a. Public Hearing** on Zoning Case # 12-Z-026: Consider a zoning change for 23.28 acres, More or less, for eleven parcels generally located at the southwest corner of RM 2243 and Ronald W. Reagan Blvd. from interim zoning (upon annexation) SFR-1-B, Single Family Rural and currently zoned SFS-2-B, Single Family Suburban to GC-3-C, General Commercial and SFS-2-B, Single Family Suburban, Leander, Williamson County, Texas
   Applicant: Scott Foster on behalf of Beasley Tract, LP/Jeremy Smitheal and Williamson County/ Dan A. Gattis
   The Applicant has requested postponement of this item until the January 17, 2013 meeting

PUBLIC HEARING: NO ACTION

7. Second Public Hearing on the unilateral annexation of an area consisting of 10.01 acres, more or less, located in Williamson County, Texas, generally located west of Bagdad Road, south of the Falcon Oaks subdivision, and north of the Leander Public Library, including the abutting streets, roads, and rights-of-way. (Area A)

8. Second Public Hearing on the unilateral annexation of an area consisting of 366.64 acres, more or less, located in Williamson County, Texas, generally located south of Hero Way, west of Ronald W Reagan Blvd, north of RM 2243, and east of County Road 269, including the abutting streets, roads, and rights-of-way. (Area B)

9. Second Public Hearing on the unilateral annexation of an area consisting of 265.22 acres, more or less, located in Williamson County, Texas, generally located south of RM 2243, west of the Ridgmar Landing subdivision, north of County Road 271, and east of 183A, including the abutting streets, roads, and rights-of-way. (Area C)

10. Second Public Hearing on the unilateral annexation of an area consisting of 213.4 acres, more or less, located in Williamson County, Texas, generally located west of Sections 2 and 3 of the Cold Springs subdivision, north of Blockhouse Creek, east of 183A, and south of E Crystal Falls Parkway, including the abutting streets, roads, and rights-of-way. (Area D)

11. Second Public Hearing on the unilateral annexation of an area consisting of 0.07 acres, more or less, located in Williamson County, Texas, generally located south of the Hazlewood subdivision, west of Ronald W Reagan Blvd, north of Blockhouse Creek, and approximately 1 mile east of 183A, including the abutting streets, roads, and rights-of-way. (Area E)

12. Second Public Hearing on the unilateral annexation of an area consisting of 22.38 acres, more or less, located in Williamson County, Texas, generally located west of Ronald W Reagan Blvd, 1-1/4 miles south of E Crystal Falls Pkwy, east of the Lakewood Country Estates Subdivision, and 4/10 of a mile north of County Road 180 (Area F)

13. Second Public Hearing on the unilateral annexation of an area consisting of 97.94 acres, more or less, located in Williamson County, Texas, and generally located south of the Valley View subdivision, east of Ronald W Reagan Blvd, north of County Road 179, and west of County Road 175, including the abutting streets, roads, and rights-of-way. (Area G)

14. Second Public Hearing on the unilateral annexation of an area consisting of 268.17 acres, more or less, located in Williamson County, Texas, and generally located south of County Road 179, east of Ronald W Reagan Blvd, approximately 0.4 miles north of County Road 180, and west of County Road 175, including the abutting streets, roads, and rights-of-way. (Area H)

15. Second Public Hearing on the unilateral annexation of an area consisting of 30.79 acres, more or less, located in Williamson County, Texas, and generally located south of County Road 179, approximately 1 mile east of Ronald W Reagan Blvd, approximately 500 feet northwest of Acacia Dr, west of County Road 175, and including a portion of County Road 179, including the abutting streets, roads, and rights-of-way. (Area I)

REGULAR AGENDA

16. Consider Award of Construction Contract for the County Road 179 Project

17. Consider rejecting all Bids for the Construction Contract for the Crystal Falls Parkway Pavement Rehab 2012 Project

18. Consider Contract with Pictometry International Corporation

19. Consider Award of Construction Contract for the City of Leander Wastewater Treatment Plant Mechanical Bar Screen

20. First reading of an Ordinance on annexation of a 1.26 acre parcel, more or less, located in Williamson County, Texas, generally located to the southwest of the intersection of RM 2243 and Ronald W. Reagan Boulevard including the abutting streets, roadways, and rights-of-way

21. First reading of an Ordinance on annexation of a 2.02 acre parcel, more or less, located in Williamson County, Texas, generally located to the southwest of the intersection of RM 2243 and Ronald W. Reagan Boulevard including the abutting streets, roadways, and rights-of-way

22. Consider a Resolution by the Board of Directors of the Brushy Creek Regional Utility Authority to resolve an inconsistency relating to the date by which the Annual Audit must be filed

23. Consider an Interlocal Purchasing Agreement with Houston-Galveston Area Council (HGAC)

24. Council Members Closing Statements

25. Adjournment

CERTIFICATION

This meeting will be conducted pursuant to the Texas Government Code Section 551.001 et seq. At any time during the meeting the Council reserves the right to adjourn into executive session on any of the above posted agenda items in accordance with the sections 551.071 [litigation and certain consultation with attorney], 551.072 [acquisition of interest in real property], 551.073 [contract for gift to city], 551.074 [certain personnel deliberations] or 551.076 [deployment/ implementation of security personnel or devices]. The City of Leander is committed to compliance with the American with Disabilities Act. Reasonable modifications and equal access to communications will be provided upon request. **Please call the City Secretary at 512/ 528-2743 for information**. Hearing impaired or speech disabled persons equipped with telecommunications 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 30th day of November, 2012 by 5:00 pm pursuant to Chapter 551 of the Texas Government Code.

Debbie Haile

Debbie Haile, TRMC, City Secretary

MINUTES

CITY COUNCIL MEETING
CITY OF LEANDER, TEXAS

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

Thursday ~ November 29, 2012 at 7:00 PM

Mayor – Christopher Fielder
Place 1 – Andrea Navarrette **Place 4 – Michell Cantwell (Mayor Pro Tem)**
Place 2 – Kirsten Lynch **Place 5 – Jason Dishongh**
Place 3 – Simon Garcia **Place 6 – David Siebold**
City Manager – Kent Cagle

1. Open meeting, Invocation, Pledges of Allegiance
   Mayor Fielder opened the meeting at 7:00 p.m. and welcomed those in attendance
   Invocation delivered by Council Member Lynch

2. Roll Call
   All present

3. Staff Comments: **Steve Bosak, Park and Recreation Director reminded Council of The Christmas Parade and Tree Lighting on December 1st.**

   Mayor Fielder recognized City Manager, Kent Cagle for his one year anniversary With the City of Leander

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

5. Presentation from TxDOT to the Leander Police Department
   Carol Campo with TxDOT presented Chief Minton with a $3000.00 check for The Police Department participation in the "Click it or Ticket" Program

CONSENT AGENDA: ACTION

6. Approval of the minutes: Regular Meeting: November 1, 2012
   Special Meeting: November 8, 2012

7. Second reading of an Ordinance for Zoning Case #12-Z-024: amending Ordinance #05-018, the Composite Zoning Ordinance for a parcel located at 1551 County Road 269, Leander, Williamson County, Texas

8. Consider approval of amendments to the Parks Rules and Regulations Ordinance

   Motion made by Council Member Siebold to approve. Second by Council Member Navarrette. Motion passes, all voting "aye"

PUBLIC HEARING: ACTION

9. **a. Public Hearing** on Zoning Case # 12-Z-020: Consider a zoning change for 69.23 acres, more or less, for a parcel generally located at the northwest corner of Old 2243 West and US Hwy 183, approximately 600 feet west of N US Hwy 183 and 1,100 feet north or Old 2243 West from SFU-2-B, Single Family Urban, LC-2-B, Local Commercial and GC-3-C, General Commercial to SFL-2-B, Single Family Limited, SFC-2-B, Single Family Compact and SFU-2-B, Single Family Urban, Leander, Williamson County, Texas.
Applicant: Jenn Dermanci on behalf of HEB Grocery Company
Robin Griffin, Senior Planner explained
Sean Compton, Representative for the Property explained the zoning request
Tom Booty with DR Horton spoke about the zoning request

b. Action on Zoning Case #12-Z-020: amending Ordinance 05-018, the Composite Zoning Ordinance for a parcel generally located at the northwest corner of Old 2243 West and US Hwy 183, Leander, Williamson County, Texas

Motion made by Council Member Navarrette to approve. Second by Mayor Pro Tem Cantwell. Motion fails 4 to 3 with Council Members Dishongh, Siebold, Garcia and Lynch voting against.

Motion made by Council Member Navarrette to approve with the requirement that the 40 ft. lots be changed to 50 ft. lots. Second by Council Member Dishongh. Motion passes 5 to 2 with Council Members Garcia and Lynch voting against

Applicant requested postponement of the 2nd reading of the Ordinance to the January 17th meeting

10. **a. Public Hearing** on Zoning Case # 12-Z-027: Consider a zoning change for 0.881 acres, more or less, for a parcel generally located at the northwest corner of Osage Drive and Highland Trail from SFU-2-B, Single Family Urban to LO-1-A, Local Office, Leander, Williamson County, Texas
Applicant: Mike Siefert on behalf of Lookout Development Group, LP
This item has been withdrawn by the applicant

Mayor Fielder announced that item # 10 has been withdrawn by the applicant

PUBLIC HEARING: NO ACTION

11. First Public Hearing on the unilateral annexation of an area consisting of 10.01 acres, more or less, located in Williamson County, Texas, generally located west of Bagdad Road, south of the Falcon Oaks subdivision, and north of the Leander Public Library, including the abutting streets, roads, and rights-of-way. (Area A)
No speakers

Robin Griffin, Senior Planner explained items # 11 – 19

12. First Public Hearing on the unilateral annexation of an area consisting of 366.64 acres, more or less, located in Williamson County, Texas, generally located south of Hero Way, west of Ronald W Reagan Blvd, north of RM 2243, and east of County Road 269, including the abutting streets, roads, and rights-of-way. (Area B)
No speakers

13. First Public Hearing on the unilateral annexation of an area consisting of 265.22 acres, more or less, located in Williamson County, Texas, generally located south of RM 2243, west of the Ridgmar Landing subdivision, north of County Road 271, and east of 183A, including the abutting streets, roads, and rights-of-way. (Area C)
Jean Henthorne – 701 Private Road 920 – spoke against the annexation of her property
Ron Davis- 551 Private Road 920 – spoke against the annexation

14. First Public Hearing on the unilateral annexation of an area consisting of 213.4 acres, more or less, located in Williamson County, Texas, generally located west of Sections 2 and 3 of the Cold Springs subdivision, north of Blockhouse Creek, east of 183A, and south of E Crystal Falls Parkway, including the abutting streets, roads, and rights-of-way. (Area D)
No speakers

15. First Public Hearing on the unilateral annexation of an area consisting of 0.07 acres, more or less, located in Williamson County, Texas, generally located south of the Hazlewood subdivision, west of Ronald W Reagan Blvd, north of Blockhouse Creek, and approximately 1 mile east of 183A, including the abutting streets, roads, and rights-of-way. (Area E)
No speakers

16. First Public Hearing on the unilateral annexation of an area consisting of 22.38 acres, more or less, located in Williamson County, Texas, generally located west of Ronald W Reagan Blvd, 1-1/4 miles south of E Crystal Falls Pkwy, east of the Lakewood Country Estates Subdivision, and 4/10 of a mile north of County Road 180 (Area F)
No speakers

17. First Public Hearing on the unilateral annexation of an area consisting of 97.94 acres, more or less, located in Williamson County, Texas, and generally located south of the Valley View subdivision, east of Ronald W Reagan Blvd, north of County Road 179, and west of County Road 175, including the abutting streets, roads, and rights-of-way. (Area G)
No speakers

18. First Public Hearing on the unilateral annexation of an area consisting of 268.17 acres, more or less, located in Williamson County, Texas, and generally located south of County Road 179, east of Ronald W Reagan Blvd, approximately 0.4 miles north of County Road 180, and west of County Road 175, including the abutting streets, roads, and rights-of-way. (Area H)
No speakers

19. First Public Hearing on the unilateral annexation of an area consisting of 30.79 acres, more or less, located in Williamson County, Texas, and generally located south of County Road 179, approximately 1 mile east of Ronald W Reagan Blvd, approximately 500 feet northwest of Acacia Dr, west of County Road 175, and including a portion of County Road 179, including the abutting streets,roads, and rights-of-way. (Area I)
No speakers

REGULAR AGENDA

20. Consider Award of Construction Contract for the County Glen Improvements Project
Wayne Watts, City Engineer explained

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

21. Consider Amendment No. 2 for Task Order KFA-20 with K. Friese & Associates, Inc., for Professional Services for County Glen and Hernandos Loop Street and Drainage Improvements
Wayne Watts, City Engineer explained

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

22. Consider Dedication and Acceptance of Subdivision Infrastructure Improvements for Leander Independent School District Burleson Subdivision
Terri Crauford, Asst. City Engineer explained

Motion made by Council Member Siebold to approve. Second by Council Member Dishongh. Motion passes, all voting "aye

23. Consider Dedication and Acceptance of Subdivision Infrastructure Improvements for Sarita Valley, Phase 2A, Subdivision
Terri Crauford, City Engineer explained

Motion made by Council Member Siebold to approve. Second by Council Member Navarrette. Motion passes, all voting "aye

24. Consider an amendment to Section 2.07 of the Leander Personnel Policy dealing with Outside Employment
Greg Minton, Police Chief explained

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

25. Consider acceptance of Planning & Zoning Commission Progress Report for October 2011 to October 2012
Robin Griffin, Senior Planner explained

Motion made by Council Member Siebold to accept the report. Second by Council Member Dishongh. Motion passes, all voting "aye

26. Consider a Resolution accepting the petition for annexation of a 0.781 acre parcel, more or less, Located in Williamson County, Texas, generally located on the north side of CR 179 from the Intersection of Sam Bass Road/CR 175 west along CR 179, including the abutting streets, Roadways and rights-of-way
Robin Griffin, Senior Planner explained

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

27. Consider a Resolution accepting the petition for annexation of a 105.9301 acre parcel, more or less, located in Williamson County, Texas, generally located to the east of the intersection of Sam Bass Road/CR 175 and CR 179, including the abutting streets, roadways, and rights-of-way
Robin Griffin, Senior Planner explained

Motion made by Council Member Navarrette to approve. Second by Council Member Siebold. Motion passes, all voting "aye

28. Consider nominations and appointments to the Leander Public Arts Commission and the Economic Development Committee
Motion made by Mayor Pro Tem Cantwell to appoint Eric Ratzman to the Economic Development Committee. Second by Council Member Siebold. Motion passes, all voting "aye"

No applications have been received for the Public Arts Commission

29. Consider nomination and appointment of a council member to serve as liaison to the Parks and Recreation Advisory Board - This item sponsored by Mayor Fielder and Council Member Siebold
Motion made Council Member Siebold to appoint Jason Dishongh as the Liaison to the Parks Board. Second by Mayor Pro Tem Cantwell. Motion passes, all voting "aye"

30. Consider setting a date for a work session to discuss the future plans for the TOD
The worksession will be held on January 3 at 6:00 p.m. with a break for the council meeting at 7:00 p.m. and reconvene into the worksession afterwards.

31. Consider setting dates for the City Council Retreats for 2013
The Retreat dates are set for January 12, 2013 and July 13, 2013.

32. Council Members Closing Statements
Council Members gave their closing statements.

33. Adjournment
With there being no further business, the meeting adjourned at 8:35 p.m.

Attest:

Christopher Fielder, Mayor

Debbie Haile, TRMC, City Secretary

Executive Summary

December 6, 2012

Agenda Subject:	Zoning Case 12-Z-026: Hold a public hearing and consider action on the rezoning of eleven parcels generally located at the southwest corner of RM 2243 and Ronald W. Reagan Blvd; 23.28 acres more or less; Parcels #R031239, R031247, R031271, R031272, R031274, R037215, R443611, R473637, R037219, R037220, R473626. Currently, a portion of the property is not zoned, upon annexation it will be zoned interim SFR-1-B (Single Family Rural). The portion located within the City is currently zoned interim SFS-2-B (Single-Family Suburban). The property is proposed to be zoned GC-3-C (General Commercial) and SFS-2-B (Single-Family Suburban) Leander, Williamson County, Texas.
Background:	This request is the second step in the rezoning process.
Origination:	Applicant: Scott Foster on behalf of Beasley Tract, LP/Jeremy Smitheal and Williamson County / Dan A. Gattis.
Financial Consideration:	None
Recommendation:	The Planning & Zoning Commission unanimously recommended approval of the zoning request and to increase the SFS-2-B portion to one hundred (100') feet in width at the November 8, 2012 meeting. The applicant submitted a request to postpone this zoning case to the January 17, 2013 City Council meeting.
Attachments:	1. Postponement Letter 2. Minutes – Planning & Zoning Commission November 8, 2012
Prepared By:	Robin M. Griffin, AICP Planner 11/30/2012

ATTACHMENT #1

360 PROFESSIONAL SERVICES, INC.

P.O. Box 3639
Cedar Park, Texas 78630

November 30, 2012

Mrs. Robin Griffin
City of Leander
Planning Department
PO Box 319
Leander, TX 78646

Re: Zoning Case 12-Z-026 SWC RR 2243 and Ronald Regan
Request for Postponement

Dear Mrs. Griffin:

On behalf of the applicant, Beasley Tract, LP/Jeremy Smitheal and Williamson County/Dan A. Gattis, we request a postponement of City Council consideration of the above-referenced zoning case. The applicant would like additional time to consider some of the issues that were raised at the Planning and Zoning Commission public hearing. We would like to be rescheduled on the January 17, 2013 City Council Agenda.

If you should have any questions, or need additional information, please feel free to contact us at (512) 354-4682.

Very truly yours,

360 PROFESSIONAL SERVICES, INC.

Scott J. Foster, P.E.
Principal

cc: Mary Rohrer, H-E-B, via electronic mail
Eric Moede, H-E-B, via electronic mail
Stephen O. Drenner, Winstead PC, via electronic mail

Minutes

PLANNING & ZONING COMMISSION MEETING
CITY OF LEANDER, TEXAS
Pat Bryson Municipal Hall ~ 201 North Brushy Street
Leander, Texas

Thursday ~ November 8, 2012 at 7:00 pm

Place 1 Michelle Stephenson
Place 2 Chris Tovar – Chairman
Place 3 Ronald Abruzzese
Place 4 Sid Sokol
Place 5 Richard Allen
Place 6 Betty Saenz – Vice Chairman
Place 7 Jeff Seiler

1. Call to Order
   Chairman Tovar called the meeting to order at 7:10 p.m.

2. Roll Call
   All Commissioners were present.

3. Approval of Minutes:
   Regular Planning & Zoning Meeting: October 25, 2012
   Motion made by Commissioner Abruzzese to approve the minutes, seconded by Commissioner Allen. Motion passed unanimously.

4. Citizen Communications - Three (3) minutes of time is allowed, per speaker
   No citizens wished to speak.

5. P & Z Commission Progress Report for Oct. 2011 to Oct. 2012
   A. Review and discuss Report
   B. Make any changes or deletions if necessary.
   C. Take action
   Motion made by Commissioner Seiler to approve the Progress Report, seconded by Commissioner Abruzzese. Motion passed unanimously.

6. Election of Chairman
   A. Nomination for position of Chairman
   B. Discussion of nominees
   C. Election of Chairman
   Motion made by Commissioner Sokol to elect Chairman Tovar for Chairman, seconded by Commissioner Stephenson. Motion passed unanimously.

7. Election of Vice Chairman
   A. Nomination for position of Vice Chairman
   B. Discussion of nominees
   C. Election of Vice Chairman
   Motion made by Commissioner Sokol to elect Commissioner Abruzzese for Vice Chairman, seconded by Commissioner Allen. Motion passed unanimously.

8. Election of Secretary
   A. Nomination for position of Secretary
   B. Discussion of nominees
   C. Election of Secretary
   Motion made by Commissioner Abruzzese to elect Ellen Pizalate for Secretary, seconded by Commissioner Sokol. Motion passed unanimously.

Public Hearing

9. Subdivision Case 12-FP-007: Hold a public hearing and consider action on the Sarita Valley, Phase 2A Final Plat for 10.33 acres more or less; WCAD Parcel #R513750; generally located to the northeast of the intersection of Sarita Drive and Ronald W. Reagan Blvd, more specifically to the northeast of Feather Reed Drive and Wedgescale Pass; Williamson County, Texas. Applicant/Agent: Don Walden on behalf of H4 Sarita Valley, LLC

   a) Staff Presentation

   Robin Griffin, Planner, stated that staff reviewed the request and it has staff approval with conditions.

   b) Applicant Presentation

   Don Walden gave presentation on behalf of H4 Sarita Valley, LLC.

   c) Open Public Hearing

   Chairman Tovar opened the public hearing
   No Citizens wished to speak.

d) Close Public Hearing

Chairman Tovar closed the public hearing.

e) Discussion

No discussion took place.

f) Consider Action

Commissioner Sokol motion to approve with staff recommendation, Commissioner Stephenson seconded the motion. Motion passed unanimously.

10. Zoning Case 12-Z-020: Hold a public hearing and consider action on the rezoning of a parcel generally located at the northwest corner of Old 2243 W and US Hwy 183, approximately 600 feet west of N US Hwy 183 and 1,100 feet north of Old 2243 W; 69.23 acres more or less; Parcel #R031635. Currently the property is zoned SFU-2-B (Single-Family Urban), LC-2-B (Local Commercial) and GC-3-C (General Commercial) and is proposed to be zoned SFL-2-B (Single-Family Limited), SFC-2-B (Single-Family Compact), and SFU-2-B (Single-Family Urban), Leander, Williamson County, Texas. Applicant: Jenn Dermanci on behalf of HEB Grocery Company, LP.

a) Staff Presentation

Robin Griffin, Planner, described request & discussed surrounding land uses.

b) Applicant Presentation

Sean Compton spoke on the purpose of the rezoning.

c) Open Public Hearing

Chairman Tovar opened the public hearing
No Citizens wished to speak.

d) Close Public Hearing

Chairman Tovar closed the public hearing.

e) Discussion

Discussion took place.

f) Consider Action

Commissioner Stephenson motion to approve, Commissioner Saenz seconded the motion. Motion passed unanimously.

11. Zoning Case 12-Z-026: Hold a public hearing and consider action on the rezoning of eleven parcels generally located at the southwest corner of RM 2243 and Ronald W. Reagan Blvd; 23.28 acres more or less; Parcels #R031239, R031247, R031271, R031272, R031274, R037215, R443611, R473637, R037219, R037220, R473626. Currently, a portion of the property is not zoned, upon annexation it will be zoned interim SFR-1-B (Single Family Rural). The portion located within the City is currently zoned interim SFS-2-B (Single-Family Suburban). The property is proposed to be zoned GC-3-C (General Commercial) and SFS-2-B (Single-Family Suburban) Leander, Williamson County, Texas. Applicant: Scott Foster on behalf of Beasley Tract, LP/Jeremy Smitheal and Williamson County / Dan A. Gattis.

a) Staff Presentation

Robin Griffin, Planner, described request & discussed surrounding land uses.

b) Applicant Presentation

Steve Drenner spoke on the purpose of the rezoning.

c) Open Public Hearing

Chairman Tovar opened the public hearing
Vince Giaco – For
Dale Raveney – For
Vic Mahendru – For
B.J. Hogan – For
Maggie McLening – Against
John Sommerfeld – For
Jeff Griffith – Against
Ryan Tuttle – Against
Marci Cannon – For
Doug Launius – For
Swaram Mahendru – For
Nelson R. Shipman – For
Benny Latham – Against

Chairman Tovar called a ten minute break

John Sorrell – Against
Alan Adlock – Against
Larry Hupman – Against
Lisa Hupman – Against
Jeff Swindall – Against
Coral Swindall – Against
Joseph Greene – For
Bob Tesch – For
David Latimer – Against
Matt Tolber – Against
Marianne Lionandri - Against

d) Close Public Hearing

Chairman Tovar closed the public hearing.

e) Discussion

Discussion took place.

f) Consider Action

Commissioner Stephenson motion to approve the zoning request and increase the SFS-2-B portion to one hundred (100') feet in width, Commissioner Sokol seconded the motion. Motion passed unanimously.

12. Zoning Case 12-Z-027: Hold a public hearing and consider action on the rezoning of a portion of a parcel generally located at the northwest corner of Osage Drive and Highland Trail; 0.881 acres more or less; Parcel #R484296. Currently the property is zoned SFU-2-B (Single-Family Urban), and is proposed to be zoned LO-1-A (Local Office), Leander, Williamson County, Texas. Applicant: Mike Siefert on behalf of Lookout Development Group, LP.

a) Staff Presentation

Robin Griffin, Planner, described request & discussed surrounding land uses.

b) Applicant Presentation

Mike Siefert spoke on the purpose of the rezoning.

c) Open Public Hearing

Chairman Tovar opened the public hearing.

d) Close Public Hearing

Chairman Tovar closed the public hearing.

e) Discussion

Discussion took place.

f) Consider Action

Commissioner Sokol motion to deny the zoning request, Commissioner Seiler seconded the motion. Motion passed unanimously.

13. Meeting Adjourned at 10:10

_____

Chairman Tovar

ATTEST: _____

Ellen Pizalate

AGENDA ITEM # 7

Executive Summary

December 6, 2012

Council Agenda Subject: Second Public Hearing on the unilateral annexation of an area consisting of 10.01 acres, more or less, located in Williamson County, Texas, generally located west of Bagdad Road, south of the Falcon Oaks subdivision, and north of the Leander Public Library, including the abutting streets, roads, and rights-of-way. (Area A).

Background: The Resolution setting the two public hearings for November 29, 2012 and December 6, 2012 was approved by the City Council on October 18, 2012. The first reading of the Ordinance is scheduled for January 3, 2013 and the second reading of the Ordinance is scheduled for January 17, 2013. This is an involuntary annexation whereas the property is to be annexed involuntarily into the city limits. Per State Law those properties with agricultural or wildlife exemptions have been offered Development Agreements to allow continuation of the extraterritorial jurisdiction status until such time the status of the land changes. A Municipal Services Plan was also provided to all affected property owners.

Origination: Development Services Department

Attachments: Resolution

Schedule

Overall location map

Area "A" ownership map

Letter to landowners

Prepared by: Jim Bechtol, Director of Development Services

RESOLUTION NO. 12-024-00

A RESOLUTION OF THE CITY OF LEANDER, TEXAS, COMMENCING THE ANNEXATION OF NINE (9) AREAS OF LAND, INCLUDING THE ABUTTING STREETS, ROADWAYS, AND RIGHTS-OF-WAY; ALL AREAS BEING LOCATED IN WILLIAMSON COUNTY, TEXAS AND ARE 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 exhibits 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 10.01 acres, more or less, located in Williamson County, Texas, generally located west of Bagdad Road, south of the Falcon Oaks subdivision, and north of the Leander Public Library and being more particularly described and shown in Exhibit "A" attached hereto.

(2) Area B. All that certain parcel or tract of land containing 363.92 acres, more or less, located in Williamson County, Texas, generally located south of Hero Way, west of Ronald W Reagan Blvd, north of RM 2243, and east

of County Road 269 and being more particularly described and shown in Exhibit "A" attached hereto.

(3) Area C. All that certain parcel or tract of land containing 265.22 acres, more or less, located in Williamson County, Texas, generally located south of RM 2243, west of the Ridgmar Landing subdivision, north of County Road 271, and east of 183A and being more particularly described and shown in Exhibit "A" attached hereto.

(4) Area D. All that certain parcel or tract of land containing 213.40 acres, more or less, located in Williamson County, Texas, generally located west of Sections 2 and 3 of the Cold Springs subdivision, north of Blockhouse Creek, east of 183A, and south of E Crystal Falls Pkwy and being more particularly described and shown in Exhibit "A" attached hereto.

(5) Area E. All that certain parcel or tract of land containing 0.07 acres, more or less, located in Williamson County, Texas, generally located south of the Hazlewood subdivision, west of Ronald W Reagan Blvd, north of Blockhouse Creek, and approximately 1 mile east of 183A and being more particularly described and shown in Exhibit "A" attached hereto.

(6) Area F. All that certain parcel or tract of land containing 22.38 acres, more or less, located in Williamson County, Texas, generally located west of Ronald W Reagan Blvd, approximately 1.25 miles south of E Crystal Falls Pkwy, east of the Lakewood Country Estates subdivision, and approximately 0.4 miles north of County Road 180 and being more particularly described and shown in Exhibit "A" attached hereto.

(7) Area G. All that certain parcel or tract of land containing 115.35 acres, more or less, located in Williamson County, Texas, and generally located south of the Valley View subdivision, east of Ronald W Reagan Blvd, north of County Road 179, and west of County Road 175, and being more particularly described and shown in Exhibit "A" attached hereto.

(8) Area H. All that certain parcel or tract of land containing 268.17 acres, more or less, located in Williamson County, Texas, and generally located south of County Road 179, east of Ronald W Reagan Blvd, approximately 0.4 miles north of County Road 180, and west of County Road 175, and being more particularly described and shown in Exhibit "A" attached hereto.

(9) Area I. All that certain parcel or tract of land containing 30.79 acres, more or less, located in Williamson County, Texas, and generally located south of County Road 179, approximately 1 mile east of Ronald W Reagan Blvd, approximately 500 feet northwest of Acacia Drive, west of County Road 175, and being more particularly described and shown in Exhibit "A" attached hereto.

Two public hearings are set for the dates of November 29, 2012 and December 6, 2012. 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 18th day of October, 2012.

ATTEST:

Debbie Haile

Debbie Haile, City Secretary

CITY OF LEANDER, TEXAS

Christopher Fielder, Mayor

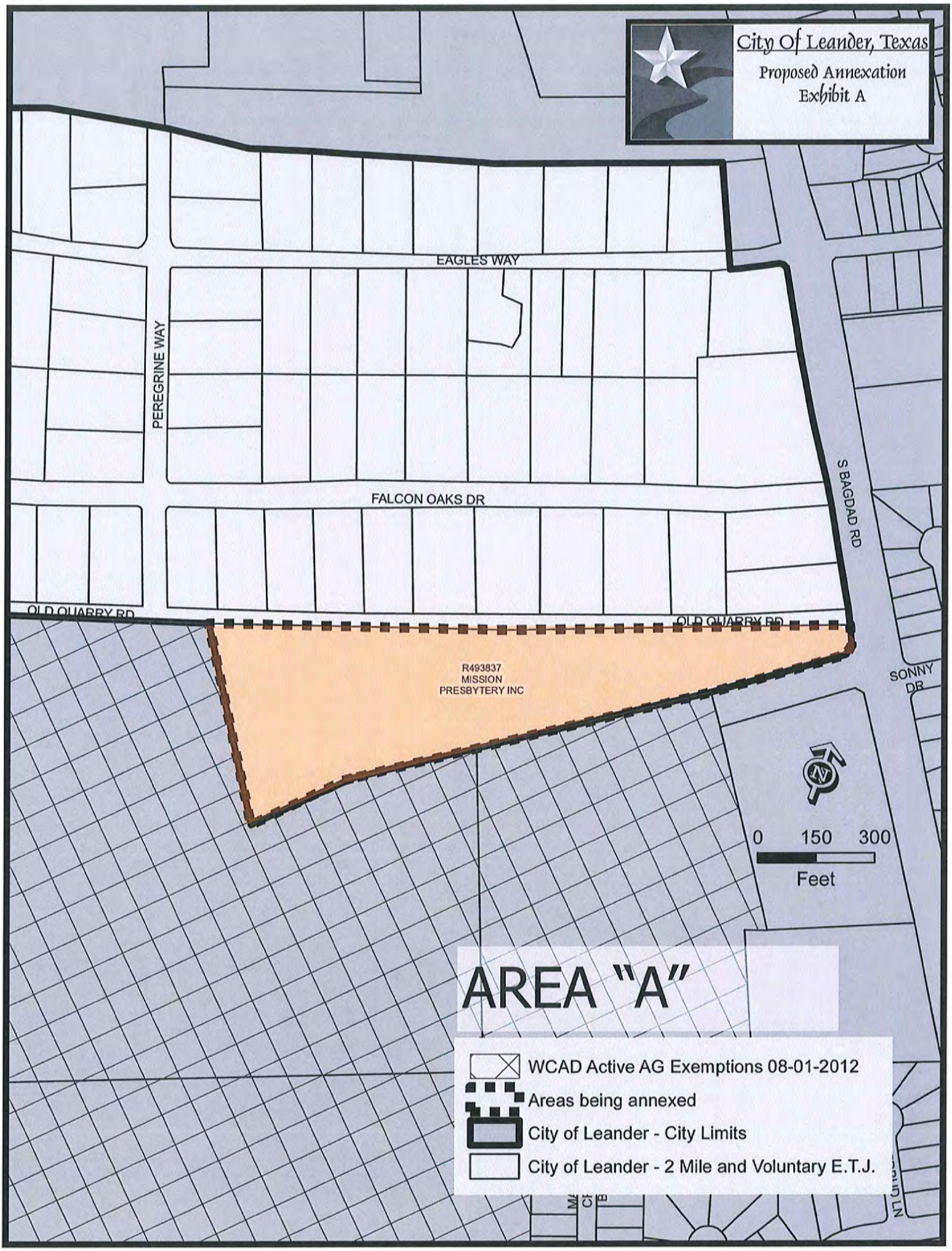
CITY OF LEANDER
ESTABLISHED 1882 INCORPORATED 1978
STATE OF TEXAS

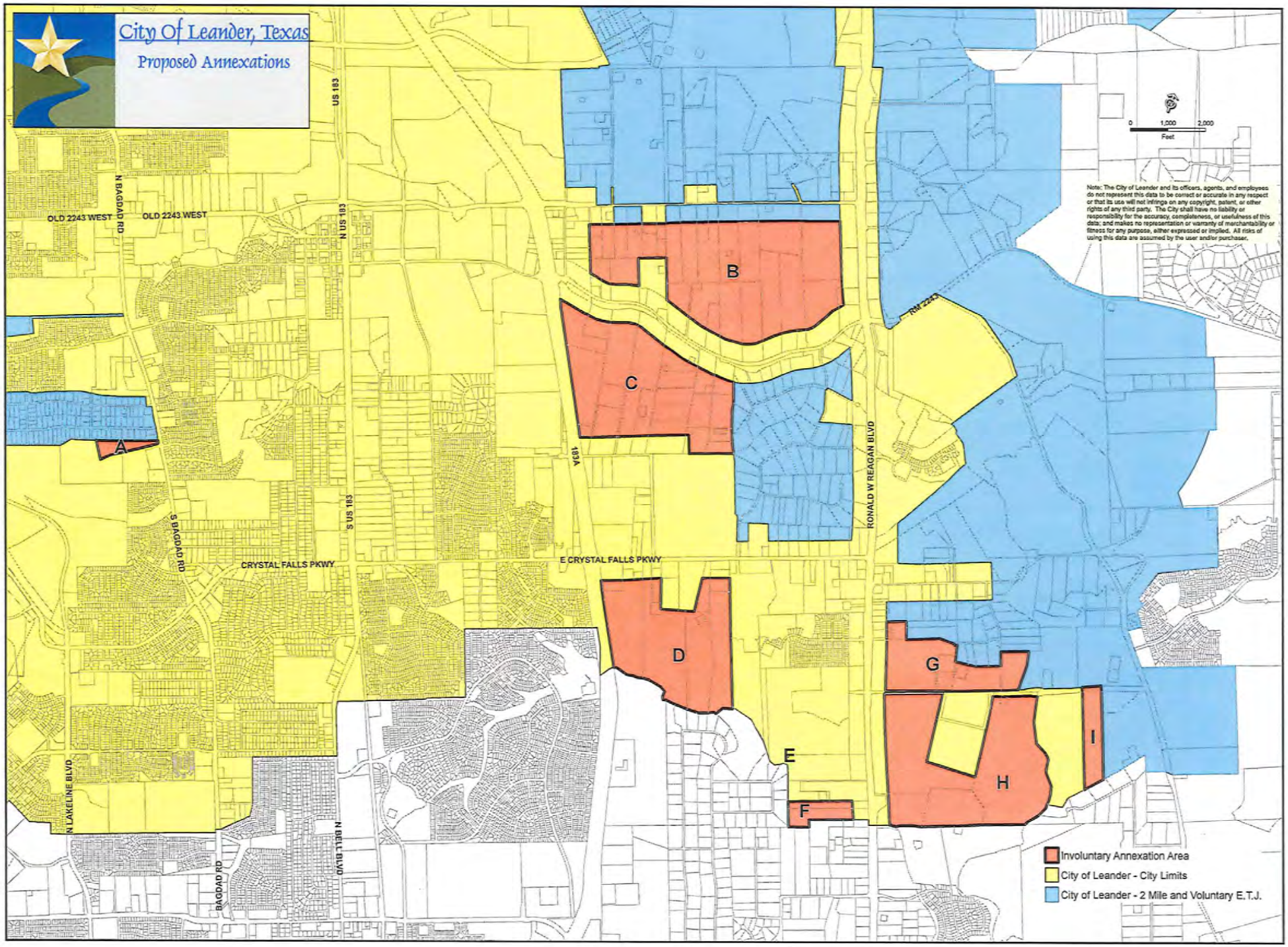
SCHEDULE FOR UNILATERAL ANNEXATIONS 2012

DATE	ACTION/EVENT	LEGAL AUTHORITY
October 18, 2012	**COUNCIL BY WRITTEN RESOLUTION** Directs notification to land owners; and sets two (2) Public Hearings: **November 29, 2012 and December 6, 2012**; 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 Oct. 26, 2012	**NOTICE TO** property owners & utility providers; offer Development Agreement to property owners	Loc. Gov't Code §§ 43.062(a), 43.035
Nov. 14, 2012* Publish notice of First Public Hearing **Nov. 21, 2012*** Publish notice of Second Public Hearings	**NEWSPAPER NOTICES** RE: FIRST AND SECOND PUBLIC HEARINGS; (If applicable Notice to Railroad) **SCHOOL DISTRICT NOTICE** (notify each school district of possible impact) POST NOTICE ON WEB SITE and MAINTAIN UNTIL COMPLETE	Not less than 10 days nor more than 20 days before 1st and 2nd public hearings. Loc. Gov't Code, § 43.063 (c).
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)
Nov. 29, 2012*	**1st PUBLIC HEARING** AND PRESENT SERVICE PLAN (Not more than 40 days before the 1st reading of ordinance) *SPECIAL CALLED MEETING*	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.063(a) & 43.065.
December 6, 2012*	**2nd PUBLIC HEARING** AND PRESENT SERVICE PLAN (At least 20 days before 1st reading of ordinance.) *REGULAR MEETING*	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.063(a) & 43.065.
Institution Date **January 3, 2013***	**FIRST READING** OF ORDINANCE *REGULAR MEETING*	Date of institution of proceedings. Not less than 20 days from the second public hearing nor more than 40 days from the first public hearing.
January 17, 2013 Or at a special called meeting after the First Reading	**SECOND-FINAL READING** OF ORDINANCE *REGULAR MEETING*	Not more than 90 days after 1st reading of Ordinance § 43.064.
January 31, 2013 Or as soon as documents are received from City	FILE FOR VOTING RIGHTS ACT **PRECLEARANCE**	42 U.S.C. §1973c; Loc. Gov't Code, §43.906;
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
Upon receipt of DOJ Preclearance or 60 days after DOJ's receives submission	**IMPLEMENT ANNEXATION** for voting purposes (Upon preclearance from Justice Dept.) **Send certified copy of ordinance and maps** to State Comptroller and any franchise holders	42 U.S.C. §1973c.
After DOJ Preclearance	**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	

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

***Newspaper notices to paper by 10 a.m. the preceding Friday**


City Of Leander, Texas
Proposed Annexation
Exhibit A
EAGLES WAY
PEREGRINE WAY
FALCON OAKS DR
S BAGDAD RD
OLD QUARRY RD
OLD QUARRY RD
R493837
MISSION
PRESBYTERY INC
SONNY DR
0 150 300
Feet
AREA "A"
WCAD Active AG Exemptions 08-01-2012
Areas being annexed
City of Leander - City Limits
City of Leander - 2 Mile and Voluntary E.T.J.


City Of Leander, Texas
Proposed Annexations
US 183
N US 183
S US 183
N BAGDAD RD
OLD 2243 WEST
OLD 2243 WEST
S BAGDAD RD
CRYSTAL FALLS PKWY
E CRYSTAL FALLS PKWY
RONALD W REAGAN BLVD
RM 2243
N LAKELINE BLVD
BAGDAD RD
N BELL BLVD
A
B
C
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Note: The City of Leander and its officers, agents, and employees do not represent this data to be correct or accurate in any respect or that its use will not infringe on any copyright, patent, or other rights of any third party. The City shall have no liability or responsibility for the accuracy, completeness, or usefulness of this data; and makes no representation or warranty of merchantability or fitness for any purpose, either expressed or implied. All risks of using this data are assumed by the user and/or purchaser.
Involuntary Annexation Area
City of Leander - City Limits
City of Leander - 2 Mile and Voluntary E.T.J.

October 26, 2012

[Name]
[Address]

RE: Proposed Annexation

Dear Property Owner:

As you may already be aware, the City of Leander recently initiated the formal legislative process to expand its corporate boundaries by annexing parcels of land encompassing approximately 1289.31 acres, more or less, of land adjacent and contiguous to Leander's current city limits by involuntary annexation. The parcels are more particularly described in the descriptions and maps that are enclosed. You have been identified as an owner of record of property that will be affected by this annexation and will soon become part of the City of Leander. I am writing you today to be sure that you are properly informed of this fact and to briefly discuss some pertinent issues in this regard.

The Leander City Council has identified the need to create consistency and unity in regulation of future land use, platting and the provisions of municipal services as it relates to our growing and changing community. As a result, the City Council has initiated proceedings to close gaps in the city limits and make the city limits more uniform by annexing properties that are surrounded by the city limits or are bounded by the city limits on at least two sides.

The City Council has expressed a strong desire to protect and defend the interests of property owners – and to effectively manage growth and development in the areas commonly recognized as part of the Leander community. The application of City zoning, building, and land development regulations to any neighboring properties that are annexed as part of this process will, over the long term, help protect your property values. Most importantly, the annexation of holes or gaps in the City limits will provide uniformity in the provision of public safety services such as police, fire and EMS.

As a property owner, one issue that obviously comes to mind with an annexation is taxes. By becoming part of the City of Leander, your property will be annually assessed city property taxes. If you have an agricultural exemption, the exemption will not be affected. The City's proposed property tax rate for 2012-13 is $0.67042 per $100 valuation. However, your property will not be assessed City property taxes during 2013 as it will not be added to the tax rolls until January 1, 2014.

City services will be provided to your property in accordance with a *Municipal Services Plan* that will be formally adopted by City Council as part of this process. Included with this correspondence is a copy of a proposed *Municipal Services Plan* for your review.

If your land is appraised for ad valorem tax purposes as land for agricultural or wildlife management use under Subchapter C or D, Chapter 23, Tax Code, or as timber land under Subchapter E, Chapter 23, Tax Code, you are eligible to negotiate and enter a development agreement with the City (sample enclosed). Such an agreement provides for the continuation of the extraterritorial jurisdiction status of your land so long as the use of your land that entitles you to enter the agreement does not change. Should the use of your land change to a use other than agricultural, wildlife management or timber land, the agreement would automatically terminate and the land would be annexed into the City at such time, regardless of how the land is appraised for ad valorem tax purposes. Entering an agreement will authorize the enforcement of all regulations and planning authority of the City that do not interfere with the use of your land for agriculture, wildlife management, or timber land. Such regulations include building codes, nuisance regulations, animal control, and general health and sanitation regulations. If your property qualifies and you are interested in entering an agreement, please notify us at your earliest convenience. Acceptance of an agreement must be accomplished within thirty (30) days of the date this letter. Failure to notify the City will result in our understanding that the agreement has been declined.

Upon annexation, the land will be zoned to the "SFR-1-B" zoning district. Please note that this zoning designation allows for agricultural uses, including farming, ranching, pasturage and hunting. Such uses in existence at the time of annexation will be allowed to continue upon annexation. In addition, the *Municipal Services Plan* recognizes that the current uses of the property are grandfathered to the extent provided by state law.

To allow for public comment, questions, and general input on the annexation as proposed, the City Council has scheduled two (2) public hearings on this issue. The first public hearing will be held on **Thursday, November 29, 2012, at 7:00 PM** at a special called City Council meeting. The second will be held on **Thursday, December 6, 2012, at 7:00 PM**. Both public hearings will be held at the City Council Chambers, City Hall, 200 W. Willis, Leander, Texas. All interested parties are encouraged to attend and offer comment.

It is important that you have all the facts relating to these pending annexations and its potential impact on your property. I encourage you to contact our office to speak to staff with any questions or comments. Please contact me at (512) 528-2708.

Respectfully,

Jim Bechtol
Director of Development Services

Executive Summary

December 6, 2012

Council Agenda Subject: Second Public Hearing on the unilateral annexation of an area consisting of 366.64 acres, more or less, located in Williamson County, Texas, generally located south of Hero Way, west of Ronald W Reagan Blvd, north of RM 2243, and east of County Road 269, including the abutting streets, roads, and rights-of-way. (Area B).

Background: The Resolution setting the two public hearings for November 29, 2012 and December 6, 2012 was approved by the City Council on October 18, 2012. The first reading of the Ordinance is scheduled for January 3, 2013 and the second reading of the Ordinance is scheduled for January 17, 2013. This is an involuntary annexation whereas the property is to be annexed involuntarily into the city limits. Per State Law those properties with agricultural or wildlife exemptions have been offered Development Agreements to allow continuation of the extraterritorial jurisdiction status until such time the status of the land changes. A Municipal Services Plan was also provided to all affected property owners.

Origination: Development Services Department

Attachments: Resolution

Schedule

Overall location map

Area "B" ownership map

Letter to landowners

Prepared by: Jim Bechtol, Director of Development Services

RESOLUTION NO. 12-024-00

A RESOLUTION OF THE CITY OF LEANDER, TEXAS, COMMENCING THE ANNEXATION OF NINE (9) AREAS OF LAND, INCLUDING THE ABUTTING STREETS, ROADWAYS, AND RIGHTS-OF-WAY; ALL AREAS BEING LOCATED IN WILLIAMSON COUNTY, TEXAS AND ARE 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 exhibits 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 10.01 acres, more or less, located in Williamson County, Texas, generally located west of Bagdad Road, south of the Falcon Oaks subdivision, and north of the Leander Public Library and being more particularly described and shown in Exhibit "A" attached hereto.

(2) Area B. All that certain parcel or tract of land containing 363.92 acres, more or less, located in Williamson County, Texas, generally located south of Hero Way, west of Ronald W Reagan Blvd, north of RM 2243, and east

of County Road 269 and being more particularly described and shown in Exhibit "A" attached hereto.

(3) Area C. All that certain parcel or tract of land containing 265.22 acres, more or less, located in Williamson County, Texas, generally located south of RM 2243, west of the Ridgmar Landing subdivision, north of County Road 271, and east of 183A and being more particularly described and shown in Exhibit "A" attached hereto.

(4) Area D. All that certain parcel or tract of land containing 213.40 acres, more or less, located in Williamson County, Texas, generally located west of Sections 2 and 3 of the Cold Springs subdivision, north of Blockhouse Creek, east of 183A, and south of E Crystal Falls Pkwy and being more particularly described and shown in Exhibit "A" attached hereto.

(5) Area E. All that certain parcel or tract of land containing 0.07 acres, more or less, located in Williamson County, Texas, generally located south of the Hazlewood subdivision, west of Ronald W Reagan Blvd, north of Blockhouse Creek, and approximately 1 mile east of 183A and being more particularly described and shown in Exhibit "A" attached hereto.

(6) Area F. All that certain parcel or tract of land containing 22.38 acres, more or less, located in Williamson County, Texas, generally located west of Ronald W Reagan Blvd, approximately 1.25 miles south of E Crystal Falls Pkwy, east of the Lakewood Country Estates subdivision, and approximately 0.4 miles north of County Road 180 and being more particularly described and shown in Exhibit "A" attached hereto.

(7) Area G. All that certain parcel or tract of land containing 115.35 acres, more or less, located in Williamson County, Texas, and generally located south of the Valley View subdivision, east of Ronald W Reagan Blvd, north of County Road 179, and west of County Road 175, and being more particularly described and shown in Exhibit "A" attached hereto.

(8) Area H. All that certain parcel or tract of land containing 268.17 acres, more or less, located in Williamson County, Texas, and generally located south of County Road 179, east of Ronald W Reagan Blvd, approximately 0.4 miles north of County Road 180, and west of County Road 175, and being more particularly described and shown in Exhibit "A" attached hereto.

(9) Area I. All that certain parcel or tract of land containing 30.79 acres, more or less, located in Williamson County, Texas, and generally located south of County Road 179, approximately 1 mile east of Ronald W Reagan Blvd, approximately 500 feet northwest of Acacia Drive, west of County Road 175, and being more particularly described and shown in Exhibit "A" attached hereto.

Two public hearings are set for the dates of November 29, 2012 and December 6, 2012. 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 18th day of October, 2012.

ATTEST:

Debbie Haile

Debbie Haile, City Secretary

CITY OF LEANDER, TEXAS

Christopher Fielder, Mayor

CITY OF LEANDER
ESTABLISHED 1882
INCORPORATED 1974
STATE OF TEXAS

SCHEDULE FOR UNILATERAL ANNEXATIONS 2012

DATE	ACTION/EVENT	LEGAL AUTHORITY
October 18, 2012	**COUNCIL BY WRITTEN RESOLUTION** Directs notification to land owners; and sets two (2) Public Hearings: **November 29, 2012 and December 6, 2012**; 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 Oct. 26, 2012	**NOTICE TO** property owners & utility providers; offer Development Agreement to property owners	Loc. Gov't Code §§ 43.062(a), 43.035
Nov. 14, 2012* Publish notice of First Public Hearing **Nov. 21, 2012*** Publish notice of Second Public Hearings	**NEWSPAPER NOTICES** RE: FIRST AND SECOND PUBLIC HEARINGS; (If applicable Notice to Railroad) **SCHOOL DISTRICT NOTICE** (notify each school district of possible impact) POST NOTICE ON WEB SITE and MAINTAIN UNTIL COMPLETE	Not less than 10 days nor more than 20 days before 1st and 2nd public hearings. Loc. Gov't Code, § 43.063 (c).
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)
Nov. 29, 2012*	**1st PUBLIC HEARING** AND PRESENT SERVICE PLAN (Not more than 40 days before the 1st reading of ordinance) *SPECIAL CALLED MEETING*	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.063(a) & 43.065.
December 6, 2012*	**2nd PUBLIC HEARING** AND PRESENT SERVICE PLAN (At least 20 days before 1st reading of ordinance.) *REGULAR MEETING*	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.063(a) & 43.065.
Institution Date **January 3, 2013***	**FIRST READING** OF ORDINANCE *REGULAR MEETING*	Date of institution of proceedings. Not less than 20 days from the second public hearing nor more than 40 days from the first public hearing.
January 17, 2013 Or at a special called meeting after the First Reading	**SECOND-FINAL READING** OF ORDINANCE *REGULAR MEETING*	Not more than 90 days after 1st reading of Ordinance § 43.064.
January 31, 2013 Or as soon as documents are received from City	FILE FOR VOTING RIGHTS ACT **PRECLEARANCE**	42 U.S.C. §1973c; Loc. Gov't Code, §43.906;
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
Upon receipt of DOJ Preclearance or 60 days after DOJ's receives submission	**IMPLEMENT ANNEXATION** for voting purposes (Upon preclearance from Justice Dept.) **Send certified copy of ordinance and maps** to State Comptroller and any franchise holders	42 U.S.C. §1973c.
After DOJ Preclearance	**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	

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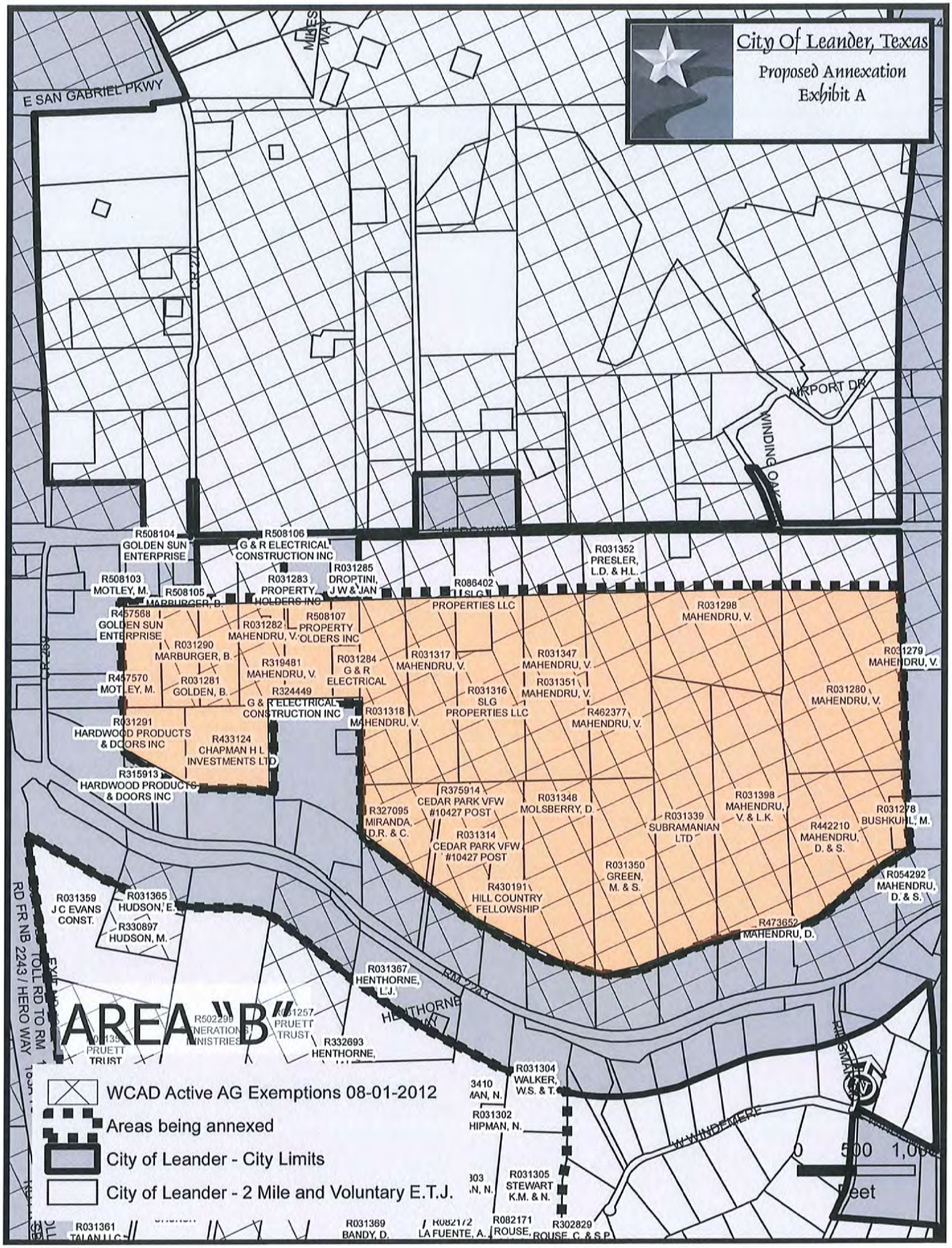
***Newspaper notices to paper by 10 a.m. the preceding Friday**


City Of Leander, Texas
Proposed Annexation
Exhibit A
E SAN GABRIEL PKWY
MIKES WAY
AIRPORT DR
WINDING OAK
R508104 GOLDEN SUN ENTERPRISE
R508106 G & R ELECTRICAL CONSTRUCTION INC
R031285 DROPTINI, J W & JAN
R031352 PRESLER, L.D. & H.L.
R508103 MOTLEY, M.
R508105 MARBURGER, B.
R031283 PROPERTY HOLDERS INC
R086402 SLG PROPERTIES LLC
R031298 MAHENDRU, V.
R457568 GOLDEN SUN ENTERPRISE
R031282 MAHENDRU, V.
R508107 PROPERTY HOLDERS INC
R031290 MARBURGER, B.
R031317 MAHENDRU, V.
R031347 MAHENDRU, V.
R031279 MAHENDRU, V.
R319481 MAHENDRU, V.
R031284 G & R ELECTRICAL
R457570 MOTLEY, M.
R031281 GOLDEN, B.
R031351 MAHENDRU, V.
R031280 MAHENDRU, V.
R324449 G & R ELECTRICAL CONSTRUCTION INC
R031316 SLG PROPERTIES LLC
R031318 MAHENDRU, V.
R462377 MAHENDRU, V.
R031291 HARDWOOD PRODUCTS & DOORS INC
R433124 CHAPMAN H L INVESTMENTS LTD
R315913 HARDWOOD PRODUCTS & DOORS INC
R375914 CEDAR PARK VFW #10427 POST
R031348 MOLSBERRY, D.
R031398 MAHENDRU, V. & L.K.
R031278 BUSHKUHL, M.
R327095 MIRANDA, D.R. & C.
R031339 SUBRAMANIAN LTD
R442210 MAHENDRU, D. & S.
R031314 CEDAR PARK VFW #10427 POST
R031350 GREEN, M. & S.
R054292 MAHENDRU, D. & S.
R031359 J C EVANS CONST.
R031365 HUDSON, E.
R430191 HILL COUNTRY FELLOWSHIP
R330897 HUDSON, M.
R473652 MAHENDRU, D.
R031367 HENTHORNE, L.J.
RM 2243
HENTHORNE
AREA "B"
R502299 GENERATION MINISTRIES
R031257 PRUETT TRUST
R332693 HENTHORNE,
R031304 WALKER, W.S. & T.
R031302 HIPMAN, N.
W WINDEMERE
R031305 STEWART K.M. & N.
TOLL RD TO RM
RD FR NB 2243 / HERO WAY
R031361 TALAN LLC
R031369 BANDY, D.
R082172 LA FUENTE, A.
R082171 ROUSE,
R302829 ROUSE, C. & S.P.
WCAD Active AG Exemptions 08-01-2012
Areas being annexed
City of Leander - City Limits
City of Leander - 2 Mile and Voluntary E.T.J.
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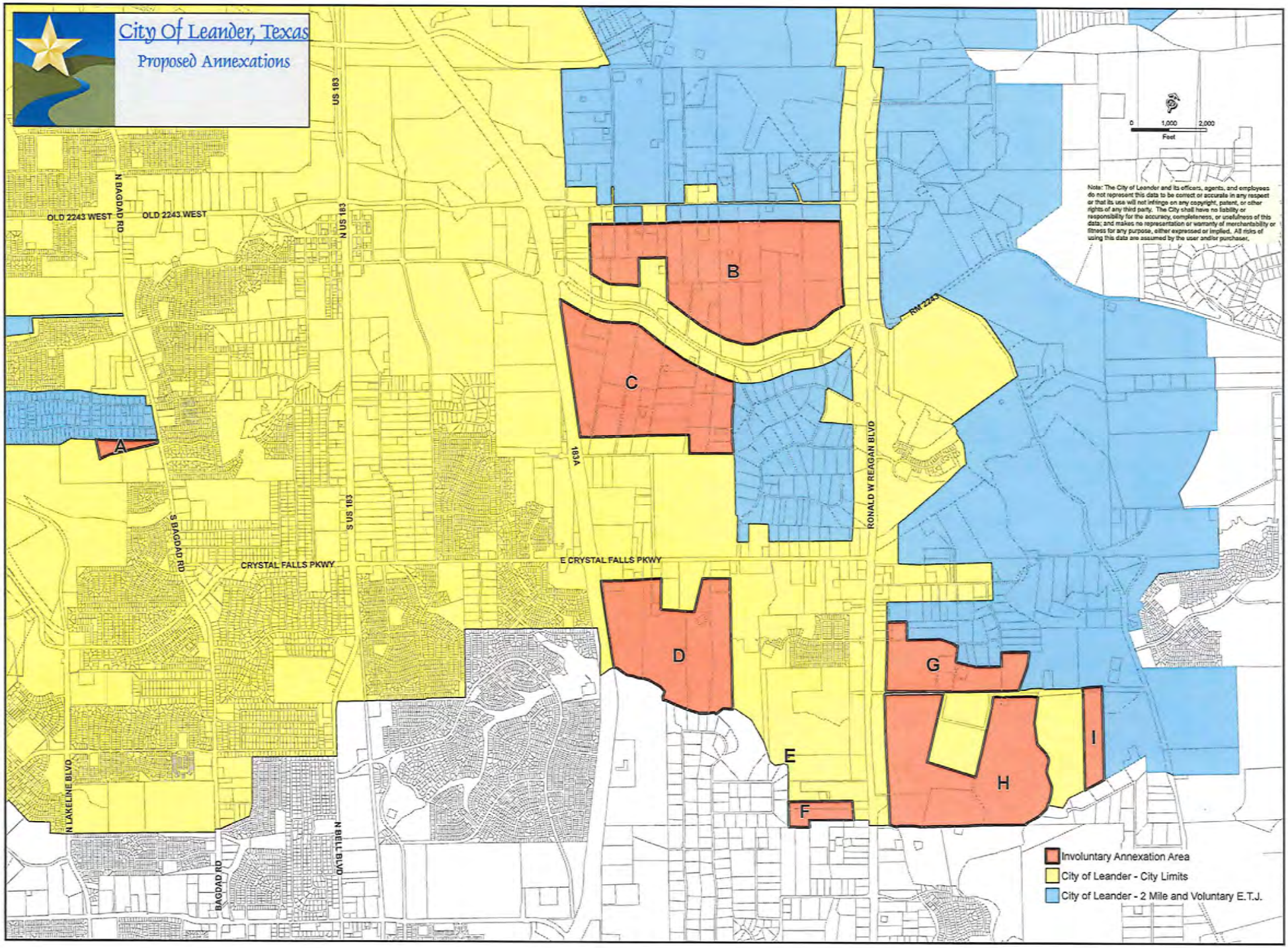
City Of Leander, Texas
Proposed Annexations
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E CRYSTAL FALLS PKWY
183A
RONALD W REAGAN BLVD
RM 2243
N LAKELINE BLVD
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Note: The City of Leander and its officers, agents, and employees do not represent this data to be correct or accurate in any respect or that its use will not infringe on any copyright, patent, or other rights of any third party. The City shall have no liability or responsibility for the accuracy, completeness, or usefulness of this data; and makes no representation or warranty of merchantability or fitness for any purpose, either expressed or implied. All risks of using this data are assumed by the user and/or purchaser.
Involuntary Annexation Area
City of Leander - City Limits
City of Leander - 2 Mile and Voluntary E.T.J.

October 26, 2012

[Name]
[Address]

RE: Proposed Annexation

Dear Property Owner:

As you may already be aware, the City of Leander recently initiated the formal legislative process to expand its corporate boundaries by annexing parcels of land encompassing approximately 1289.31 acres, more or less, of land adjacent and contiguous to Leander's current city limits by involuntary annexation. The parcels are more particularly described in the descriptions and maps that are enclosed. You have been identified as an owner of record of property that will be affected by this annexation and will soon become part of the City of Leander. I am writing you today to be sure that you are properly informed of this fact and to briefly discuss some pertinent issues in this regard.

The Leander City Council has identified the need to create consistency and unity in regulation of future land use, platting and the provisions of municipal services as it relates to our growing and changing community. As a result, the City Council has initiated proceedings to close gaps in the city limits and make the city limits more uniform by annexing properties that are surrounded by the city limits or are bounded by the city limits on at least two sides.

The City Council has expressed a strong desire to protect and defend the interests of property owners – and to effectively manage growth and development in the areas commonly recognized as part of the Leander community. The application of City zoning, building, and land development regulations to any neighboring properties that are annexed as part of this process will, over the long term, help protect your property values. Most importantly, the annexation of holes or gaps in the City limits will provide uniformity in the provision of public safety services such as police, fire and EMS.

As a property owner, one issue that obviously comes to mind with an annexation is taxes. By becoming part of the City of Leander, your property will be annually assessed city property taxes. If you have an agricultural exemption, the exemption will not be affected. The City's proposed property tax rate for 2012-13 is $0.67042 per $100 valuation. However, your property will not be assessed City property taxes during 2013 as it will not be added to the tax rolls until January 1, 2014.

City services will be provided to your property in accordance with a *Municipal Services Plan* that will be formally adopted by City Council as part of this process. Included with this correspondence is a copy of a proposed *Municipal Services Plan* for your review.

If your land is appraised for ad valorem tax purposes as land for agricultural or wildlife management use under Subchapter C or D, Chapter 23, Tax Code, or as timber land under Subchapter E, Chapter 23, Tax Code, you are eligible to negotiate and enter a development agreement with the City (sample enclosed). Such an agreement provides for the continuation of the extraterritorial jurisdiction status of your land so long as the use of your land that entitles you to enter the agreement does not change. Should the use of your land change to a use other than agricultural, wildlife management or timber land, the agreement would automatically terminate and the land would be annexed into the City at such time, regardless of how the land is appraised for ad valorem tax purposes. Entering an agreement will authorize the enforcement of all regulations and planning authority of the City that do not interfere with the use of your land for agriculture, wildlife management, or timber land. Such regulations include building codes, nuisance regulations, animal control, and general health and sanitation regulations. If your property qualifies and you are interested in entering an agreement, please notify us at your earliest convenience. Acceptance of an agreement must be accomplished within thirty (30) days of the date this letter. Failure to notify the City will result in our understanding that the agreement has been declined.

Upon annexation, the land will be zoned to the "SFR-1-B" zoning district. Please note that this zoning designation allows for agricultural uses, including farming, ranching, pasturage and hunting. Such uses in existence at the time of annexation will be allowed to continue upon annexation. In addition, the *Municipal Services Plan* recognizes that the current uses of the property are grandfathered to the extent provided by state law.

To allow for public comment, questions, and general input on the annexation as proposed, the City Council has scheduled two (2) public hearings on this issue. The first public hearing will be held on **Thursday, November 29, 2012, at 7:00 PM** at a special called City Council meeting. The second will be held on **Thursday, December 6, 2012, at 7:00 PM**. Both public hearings will be held at the City Council Chambers, City Hall, 200 W. Willis, Leander, Texas. All interested parties are encouraged to attend and offer comment.

It is important that you have all the facts relating to these pending annexations and its potential impact on your property. I encourage you to contact our office to speak to staff with any questions or comments. Please contact me at (512) 528-2708.

Respectfully,

Jim Bechtol
Director of Development Services

Executive Summary

December 6, 2012

Council Agenda Subject: Second Public Hearing on the unilateral annexation of an area consisting of 265.22 acres, more or less, located in Williamson County, Texas, generally located south of RM 2243, west of the Ridgmar Landing subdivision, north of County Road 271, and east of 183A, including the abutting streets, roads, and rights-of-way. (Area C).

Background: The Resolution setting the two public hearings for November 29, 2012 and December 6, 2012 was approved by the City Council on October 18, 2012. The first reading of the Ordinance is scheduled for January 3, 2013 and the second reading of the Ordinance is scheduled for January 17, 2013. This is an involuntary annexation whereas the property is to be annexed involuntarily into the city limits. Per State Law those properties with agricultural or wildlife exemptions have been offered Development Agreements to allow continuation of the extraterritorial jurisdiction status until such time the status of the land changes. A Municipal Services Plan was also provided to all affected property owners.

Origination: Development Services Department

Attachments: Resolution

Schedule

Overall location map

Area "C" ownership map

Letter to landowners

Prepared by: Jim Bechtol, Director of Development Services

RESOLUTION NO. 12-024-00

A RESOLUTION OF THE CITY OF LEANDER, TEXAS, COMMENCING THE ANNEXATION OF NINE (9) AREAS OF LAND, INCLUDING THE ABUTTING STREETS, ROADWAYS, AND RIGHTS-OF-WAY; ALL AREAS BEING LOCATED IN WILLIAMSON COUNTY, TEXAS AND ARE 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 exhibits 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 10.01 acres, more or less, located in Williamson County, Texas, generally located west of Bagdad Road, south of the Falcon Oaks subdivision, and north of the Leander Public Library and being more particularly described and shown in Exhibit "A" attached hereto.

(2) Area B. All that certain parcel or tract of land containing 363.92 acres, more or less, located in Williamson County, Texas, generally located south of Hero Way, west of Ronald W Reagan Blvd, north of RM 2243, and east

of County Road 269 and being more particularly described and shown in Exhibit "A" attached hereto.

(3) Area C. All that certain parcel or tract of land containing 265.22 acres, more or less, located in Williamson County, Texas, generally located south of RM 2243, west of the Ridgmar Landing subdivision, north of County Road 271, and east of 183A and being more particularly described and shown in Exhibit "A" attached hereto.

(4) Area D. All that certain parcel or tract of land containing 213.40 acres, more or less, located in Williamson County, Texas, generally located west of Sections 2 and 3 of the Cold Springs subdivision, north of Blockhouse Creek, east of 183A, and south of E Crystal Falls Pkwy and being more particularly described and shown in Exhibit "A" attached hereto.

(5) Area E. All that certain parcel or tract of land containing 0.07 acres, more or less, located in Williamson County, Texas, generally located south of the Hazlewood subdivision, west of Ronald W Reagan Blvd, north of Blockhouse Creek, and approximately 1 mile east of 183A and being more particularly described and shown in Exhibit "A" attached hereto.

(6) Area F. All that certain parcel or tract of land containing 22.38 acres, more or less, located in Williamson County, Texas, generally located west of Ronald W Reagan Blvd, approximately 1.25 miles south of E Crystal Falls Pkwy, east of the Lakewood Country Estates subdivision, and approximately 0.4 miles north of County Road 180 and being more particularly described and shown in Exhibit "A" attached hereto.

(7) Area G. All that certain parcel or tract of land containing 115.35 acres, more or less, located in Williamson County, Texas, and generally located south of the Valley View subdivision, east of Ronald W Reagan Blvd, north of County Road 179, and west of County Road 175, and being more particularly described and shown in Exhibit "A" attached hereto.

(8) Area H. All that certain parcel or tract of land containing 268.17 acres, more or less, located in Williamson County, Texas, and generally located south of County Road 179, east of Ronald W Reagan Blvd, approximately 0.4 miles north of County Road 180, and west of County Road 175, and being more particularly described and shown in Exhibit "A" attached hereto.

(9) Area I. All that certain parcel or tract of land containing 30.79 acres, more or less, located in Williamson County, Texas, and generally located south of County Road 179, approximately 1 mile east of Ronald W Reagan Blvd, approximately 500 feet northwest of Acacia Drive, west of County Road 175, and being more particularly described and shown in Exhibit "A" attached hereto.

Two public hearings are set for the dates of November 29, 2012 and December 6, 2012. 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 18th day of October, 2012.

ATTEST:

Debbie Haile

Debbie Haile, City Secretary

CITY OF LEANDER, TEXAS

Christopher Fielder, Mayor

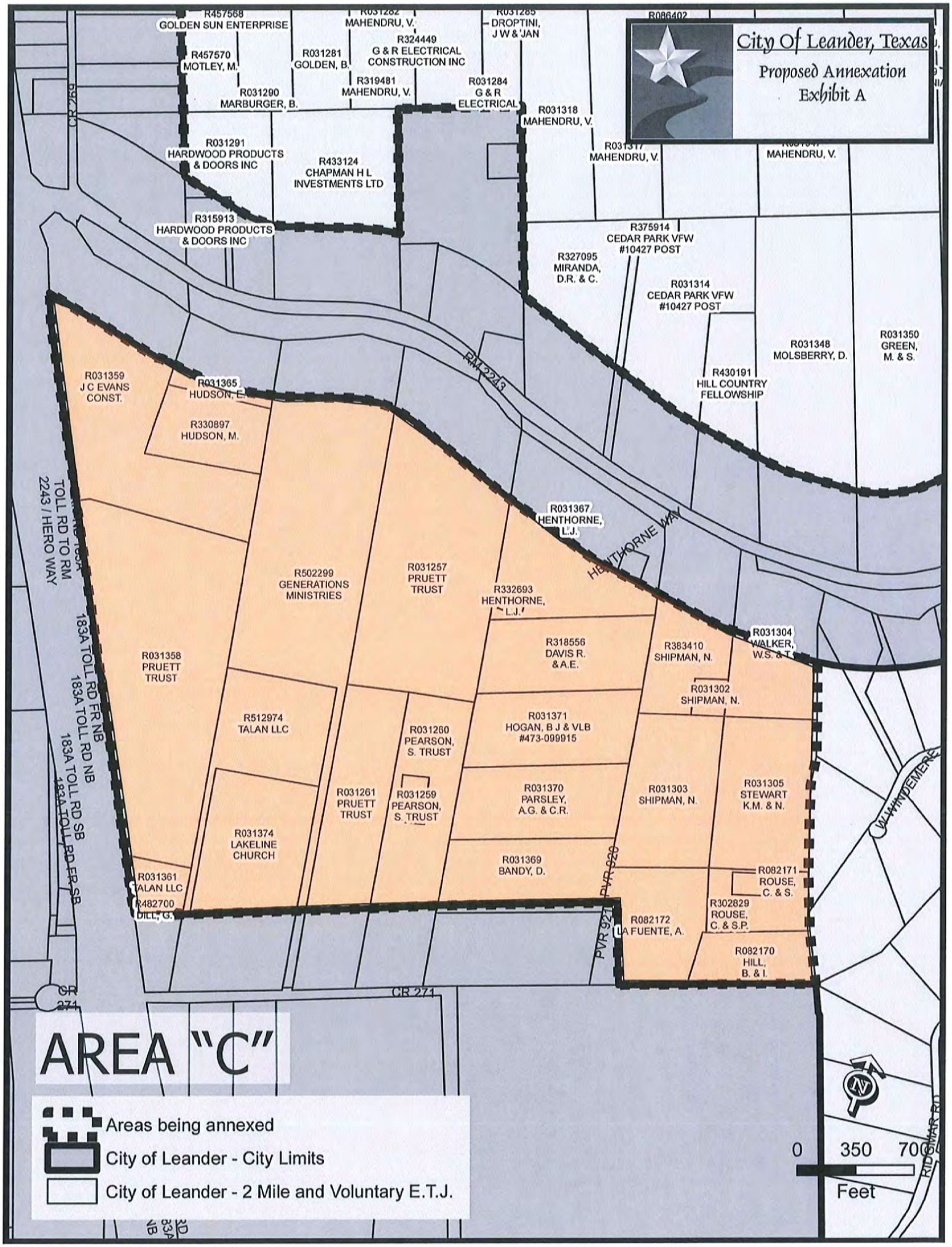
CITY OF LEANDER INCORPORATED 1879 ESTABLISHED 1887 STATE OF TEXAS

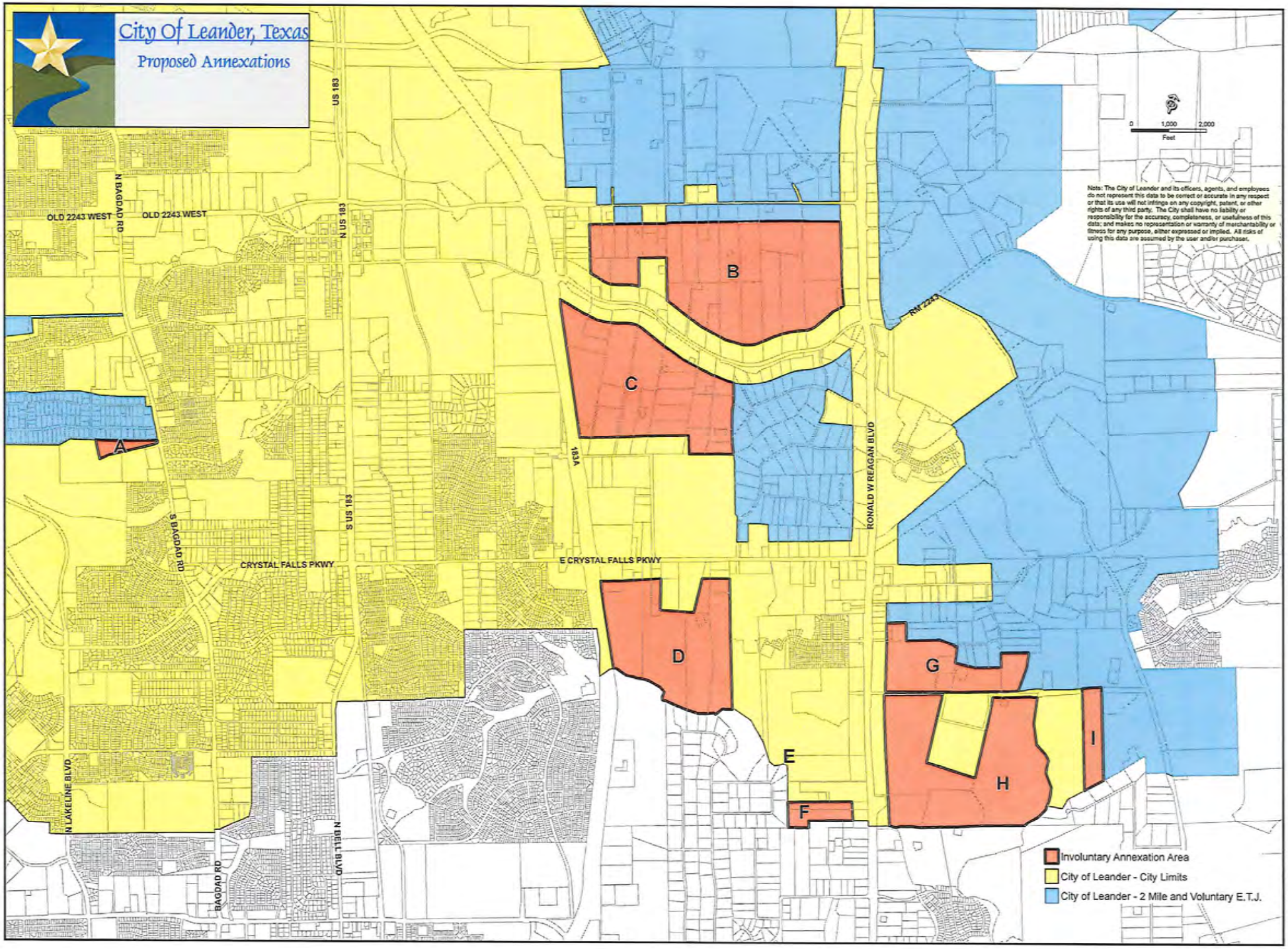
SCHEDULE FOR UNILATERAL ANNEXATIONS 2012

DATE	ACTION/EVENT	LEGAL AUTHORITY
October 18, 2012	**COUNCIL BY WRITTEN RESOLUTION** Directs notification to land owners; and sets two (2) Public Hearings: **November 29, 2012 and December 6, 2012**; 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 Oct. 26, 2012	**NOTICE TO** property owners & utility providers; offer Development Agreement to property owners	Loc. Gov't Code §§ 43.062(a), 43.035
Nov. 14, 2012* Publish notice of First Public Hearing **Nov. 21, 2012*** Publish notice of Second Public Hearings	**NEWSPAPER NOTICES** RE: FIRST AND SECOND PUBLIC HEARINGS; (If applicable Notice to Railroad) **SCHOOL DISTRICT NOTICE** (notify each school district of possible impact) POST NOTICE ON WEB SITE and MAINTAIN UNTIL COMPLETE	Not less than 10 days nor more than 20 days before 1st and 2nd public hearings. Loc. Gov't Code, § 43.063 (c).
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)
Nov. 29, 2012*	**1st PUBLIC HEARING** AND PRESENT SERVICE PLAN (Not more than 40 days before the 1st reading of ordinance) *SPECIAL CALLED MEETING*	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.063(a) & 43.065.
December 6, 2012*	**2nd PUBLIC HEARING** AND PRESENT SERVICE PLAN (At least 20 days before 1st reading of ordinance.) *REGULAR MEETING*	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.063(a) & 43.065.
Institution Date **January 3, 2013***	**FIRST READING** OF ORDINANCE *REGULAR MEETING*	Date of institution of proceedings. Not less than 20 days from the second public hearing nor more than 40 days from the first public hearing.
January 17, 2013 Or at a special called meeting after the First Reading	**SECOND-FINAL READING** OF ORDINANCE *REGULAR MEETING*	Not more than 90 days after 1st reading of Ordinance § 43.064.
January 31, 2013 Or as soon as documents are received from City	FILE FOR VOTING RIGHTS ACT **PRECLEARANCE**	42 U.S.C. §1973c; Loc. Gov't Code, §43.906;
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
Upon receipt of DOJ Preclearance or 60 days after DOJ's receives submission	**IMPLEMENT ANNEXATION** for voting purposes (Upon preclearance from Justice Dept.) **Send certified copy of ordinance and maps** to State Comptroller and any franchise holders	42 U.S.C. §1973c.
After DOJ Preclearance	**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	

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

***Newspaper notices to paper by 10 a.m. the preceding Friday**


City Of Leander, Texas
Proposed Annexation
Exhibit A
R457568
GOLDEN SUN ENTERPRISE
R031282
MAHENDRU, V.
R031285
DROPTINI,
J W & JAN
R086402
R457570
MOTLEY, M.
R031281
GOLDEN, B.
R324449
G & R ELECTRICAL
CONSTRUCTION INC
R031290
MARBURGER, B.
R319481
MAHENDRU, V.
R031284
G & R
ELECTRICAL
R031318
MAHENDRU, V.
R031291
HARDWOOD PRODUCTS
& DOORS INC
R433124
CHAPMAN H L
INVESTMENTS LTD
R031317
MAHENDRU, V.
MAHENDRU, V.
R315913
HARDWOOD PRODUCTS
& DOORS INC
R375914
CEDAR PARK VFW
#10427 POST
R327095
MIRANDA,
D.R. & C.
R031314
CEDAR PARK VFW
#10427 POST
R031348
MOLSBERRY, D.
R031350
GREEN,
M. & S.
R430191
HILL COUNTRY
FELLOWSHIP
RM 2243
R031359
J C EVANS
CONST.
R031365
HUDSON, E.
R330897
HUDSON, M.
TOLL RD TO RM
2243 / HERO WAY
R031367
HENTHORNE,
L.J.
HENTHORNE WAY
R502299
GENERATIONS
MINISTRIES
R031257
PRUETT
TRUST
R332693
HENTHORNE,
L.J.
R031304
WALKER,
W.S. & T.
R318556
DAVIS R.
& A.E.
R383410
SHIPMAN, N.
R031358
PRUETT
TRUST
183A TOLL RD FR NB
183A TOLL RD NB
183A TOLL RD SB
183A TOLL RD FR SB
R031302
SHIPMAN, N.
R512974
TALAN LLC
R031260
PEARSON,
S. TRUST
R031371
HOGAN, B J & VLB
#473-099915
R031261
PRUETT
TRUST
R031259
PEARSON,
S. TRUST
R031370
PARSLEY,
A.G. & C.R.
R031303
SHIPMAN, N.
R031305
STEWART
K.M. & N.
ULLWINDEMERE
R031374
LAKELINE
CHURCH
R031369
BANDY, D.
PVR 920
R082171
ROUSE,
C. & S.
R031361
TALAN LLC
R482700
DILL, G.
R302829
ROUSE,
C. & S.P.
R082172
LA FUENTE, A.
PVR 921
R082170
HILL,
B. & I.
CR 271
CR 271
AREA "C"
Areas being annexed
City of Leander - City Limits
City of Leander - 2 Mile and Voluntary E.T.J.
0
350
700
Feet
RIDGEWAR RD


City Of Leander, Texas
Proposed Annexations
US 183
N US 183
S US 183
N BAGDAD RD
S BAGDAD RD
OLD 2243 WEST
OLD 2243 WEST
CRYSTAL FALLS PKWY
E CRYSTAL FALLS PKWY
183A
RONALD W REAGAN BLVD
RM 2243
N LAKELINE BLVD
BAGDAD RD
N BELL BLVD
A
B
C
D
E
F
G
H
I
0 1,000 2,000
Feet
Note: The City of Leander and its officers, agents, and employees do not represent this data to be correct or accurate in any respect or that its use will not infringe on any copyright, patent, or other rights of any third party. The City shall have no liability or responsibility for the accuracy, completeness, or usefulness of this data; and makes no representation or warranty of merchantability or fitness for any purpose, either expressed or implied. All risks of using this data are assumed by the user and/or purchaser.
Involuntary Annexation Area
City of Leander - City Limits
City of Leander - 2 Mile and Voluntary E.T.J.

October 26, 2012

[Name]
[Address]

RE: Proposed Annexation

Dear Property Owner:

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Respectfully,

Jim Bechtol
Director of Development Services

Executive Summary

December 6, 2012

Council Agenda Subject: Second Public Hearing on the unilateral annexation of an area consisting of 213.4 acres, more or less, located in Williamson County, Texas, generally located west of Sections 2 and 3 of the Cold Springs subdivision, north of Blockhouse Creek, east of 183A, and south of E Crystal Falls Parkway, including the abutting streets, roads, and rights-of-way. (Area D).

Background: The Resolution setting the two public hearings for November 29, 2012 and December 6, 2012 was approved by the City Council on October 18, 2012. The first reading of the Ordinance is scheduled for January 3, 2013 and the second reading of the Ordinance is scheduled for January 17, 2013. This is an involuntary annexation whereas the property is to be annexed involuntarily into the city limits. Per State Law those properties with agricultural or wildlife exemptions have been offered Development Agreements to allow continuation of the extraterritorial jurisdiction status until such time the status of the land changes. A Municipal Services Plan was also provided to all affected property owners.

Origination: Development Services Department

Attachments: Resolution

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Overall location map

Area "D" ownership map

Letter to landowners

Prepared by: Jim Bechtol, Director of Development Services

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(9) Area I. All that certain parcel or tract of land containing 30.79 acres, more or less, located in Williamson County, Texas, and generally located south of County Road 179, approximately 1 mile east of Ronald W Reagan Blvd, approximately 500 feet northwest of Acacia Drive, west of County Road 175, and being more particularly described and shown in Exhibit "A" attached hereto.

Two public hearings are set for the dates of November 29, 2012 and December 6, 2012. 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 18th day of October, 2012.

ATTEST:

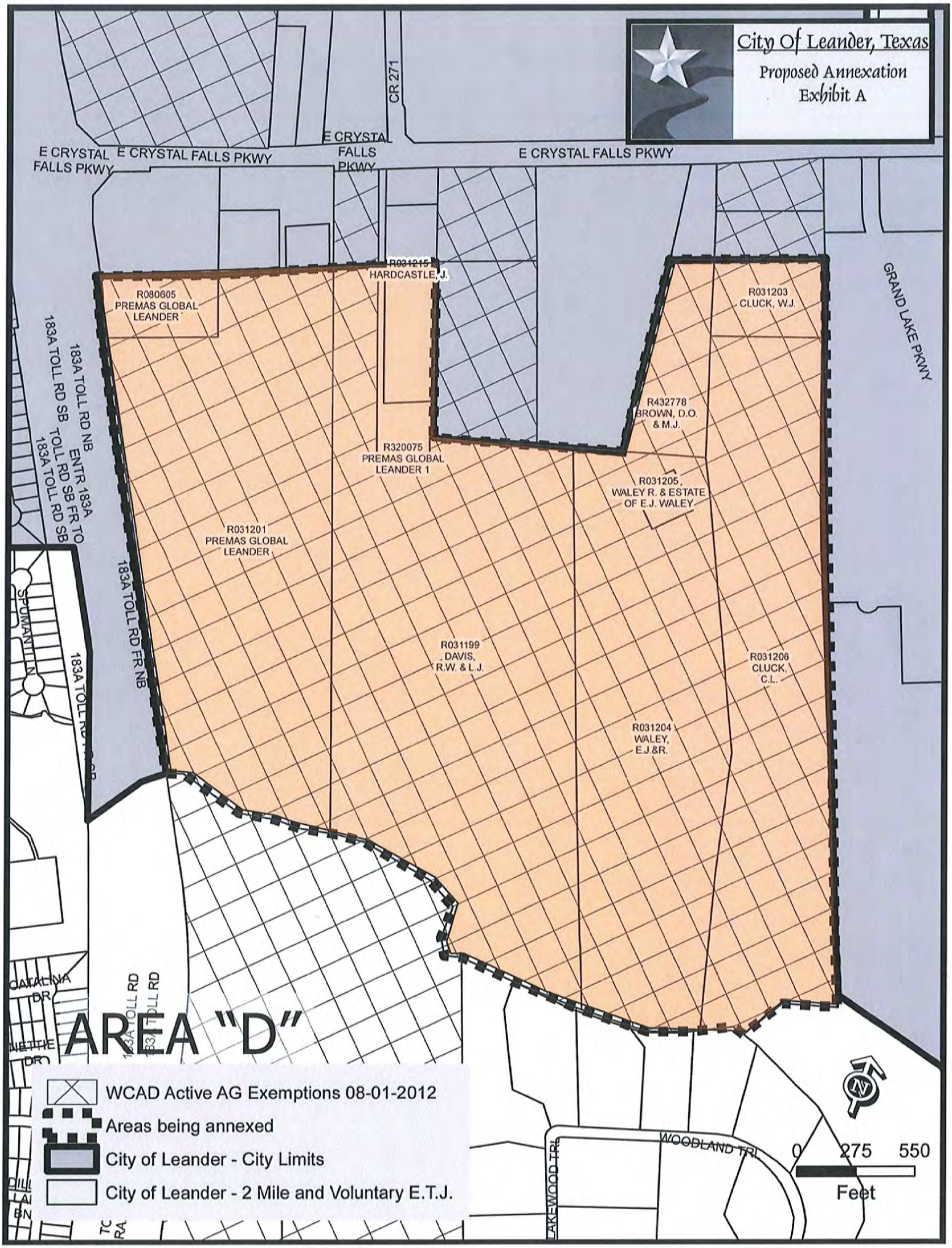
Debbie Haile

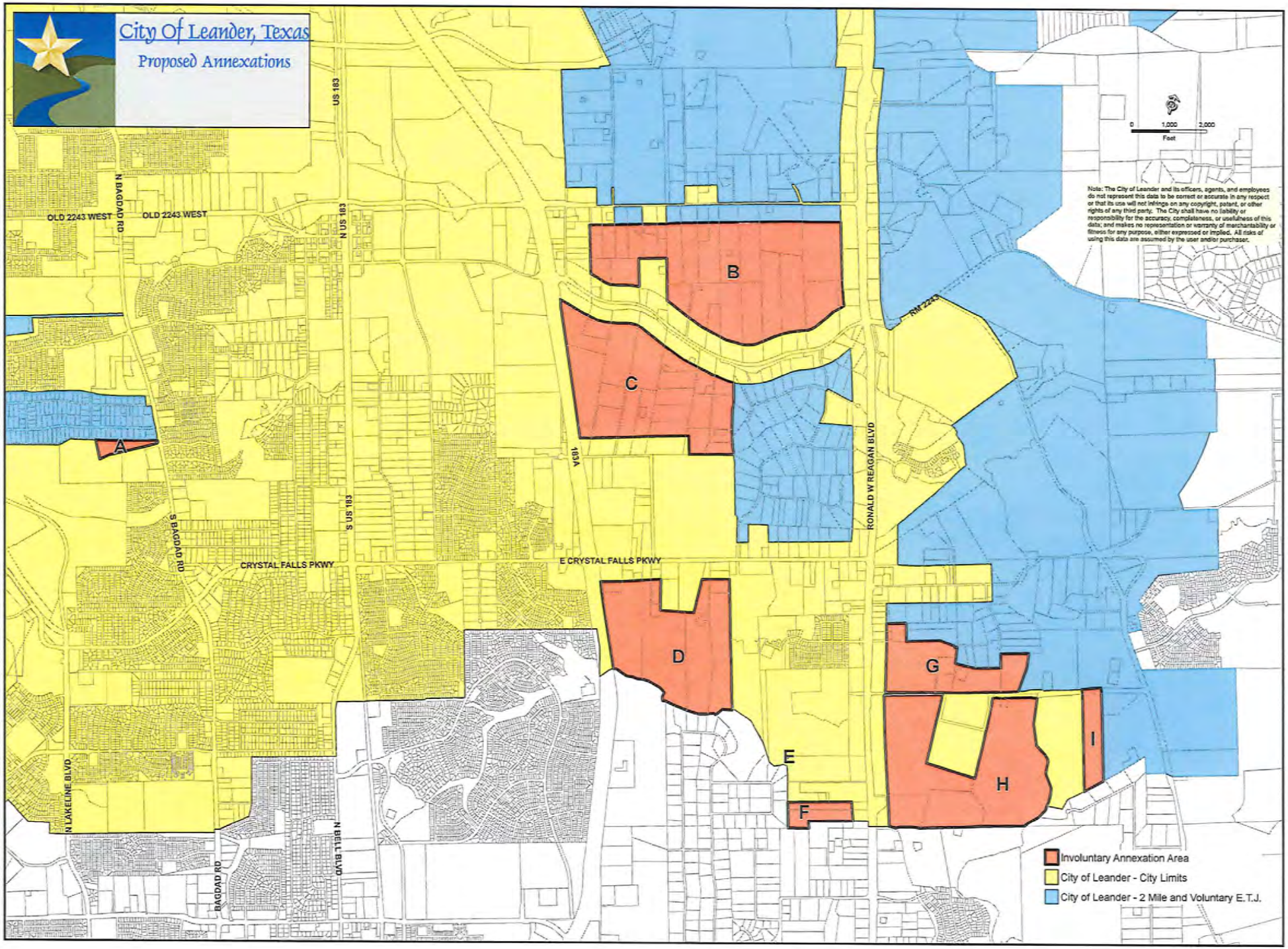
Debbie Haile, City Secretary

CITY OF LEANDER, TEXAS

Christopher Fielder, Mayor

CITY OF LEANDER
ESTABLISHED 1887 INCORPORATED 1978
STATE OF TEXAS


City Of Leander, Texas
Proposed Annexation
Exhibit A
E CRYSTAL FALLS PKWY
E CRYSTAL FALLS PKWY
E CRYSTAL FALLS PKWY
E CRYSTAL FALLS PKWY
CR 271
R031215 HARDCASTLE, J.
R080605 PREMAS GLOBAL LEANDER
R031203 CLUCK, W.J.
GRAND LAKE PKWY
183A TOLL RD NB
183A TOLL RD SB
ENTR 183A TOLL RD SB FR TO 183A TOLL RD SB
R432778 BROWN, D.O. & M.J.
R320075 PREMAS GLOBAL LEANDER 1
R031205 WALEY R. & ESTATE OF E.J. WALEY
R031201 PREMAS GLOBAL LEANDER
183A TOLL RD FR NB
SPUMANTI LN
R031199 DAVIS, R.W. & L.J.
R031206 CLUCK, C.L.
R031204 WALEY, E.J.&R.
CATALINA DR
AREA "D"
WOODLAND TRL
LAKEWOOD TRL
WCAD Active AG Exemptions 08-01-2012
Areas being annexed
City of Leander - City Limits
City of Leander - 2 Mile and Voluntary E.T.J.
0 275 550
Feet


City Of Leander, Texas
Proposed Annexations
US 183
N US 183
S US 183
N BAGDAD RD
S BAGDAD RD
OLD 2243 WEST
OLD 2243 WEST
CRYSTAL FALLS PKWY
E CRYSTAL FALLS PKWY
RONALD W REAGAN BLVD
RM 2243
N LAKELINE BLVD
N BELL BLVD
BAGDAD RD
A
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0 1,000 2,000
Feet
Note: The City of Leander and its officers, agents, and employees do not represent this data to be correct or accurate in any respect or that its use will not infringe on any copyright, patent, or other rights of any third party. The City shall have no liability or responsibility for the accuracy, completeness, or usefulness of this data; and makes no representation or warranty of merchantability or fitness for any purpose, either expressed or implied. All risks of using this data are assumed by the user and/or purchaser.
Involuntary Annexation Area
City of Leander - City Limits
City of Leander - 2 Mile and Voluntary E.T.J.

October 26, 2012

[Name]
[Address]

RE: Proposed Annexation

Dear Property Owner:

As you may already be aware, the City of Leander recently initiated the formal legislative process to expand its corporate boundaries by annexing parcels of land encompassing approximately 1289.31 acres, more or less, of land adjacent and contiguous to Leander's current city limits by involuntary annexation. The parcels are more particularly described in the descriptions and maps that are enclosed. You have been identified as an owner of record of property that will be affected by this annexation and will soon become part of the City of Leander. I am writing you today to be sure that you are properly informed of this fact and to briefly discuss some pertinent issues in this regard.

The Leander City Council has identified the need to create consistency and unity in regulation of future land use, platting and the provisions of municipal services as it relates to our growing and changing community. As a result, the City Council has initiated proceedings to close gaps in the city limits and make the city limits more uniform by annexing properties that are surrounded by the city limits or are bounded by the city limits on at least two sides.

The City Council has expressed a strong desire to protect and defend the interests of property owners – and to effectively manage growth and development in the areas commonly recognized as part of the Leander community. The application of City zoning, building, and land development regulations to any neighboring properties that are annexed as part of this process will, over the long term, help protect your property values. Most importantly, the annexation of holes or gaps in the City limits will provide uniformity in the provision of public safety services such as police, fire and EMS.

As a property owner, one issue that obviously comes to mind with an annexation is taxes. By becoming part of the City of Leander, your property will be annually assessed city property taxes. If you have an agricultural exemption, the exemption will not be affected. The City's proposed property tax rate for 2012-13 is $0.67042 per $100 valuation. However, your property will not be assessed City property taxes during 2013 as it will not be added to the tax rolls until January 1, 2014.

City services will be provided to your property in accordance with a *Municipal Services Plan* that will be formally adopted by City Council as part of this process. Included with this correspondence is a copy of a proposed *Municipal Services Plan* for your review.

If your land is appraised for ad valorem tax purposes as land for agricultural or wildlife management use under Subchapter C or D, Chapter 23, Tax Code, or as timber land under Subchapter E, Chapter 23, Tax Code, you are eligible to negotiate and enter a development agreement with the City (sample enclosed). Such an agreement provides for the continuation of the extraterritorial jurisdiction status of your land so long as the use of your land that entitles you to enter the agreement does not change. Should the use of your land change to a use other than agricultural, wildlife management or timber land, the agreement would automatically terminate and the land would be annexed into the City at such time, regardless of how the land is appraised for ad valorem tax purposes. Entering an agreement will authorize the enforcement of all regulations and planning authority of the City that do not interfere with the use of your land for agriculture, wildlife management, or timber land. Such regulations include building codes, nuisance regulations, animal control, and general health and sanitation regulations. If your property qualifies and you are interested in entering an agreement, please notify us at your earliest convenience. Acceptance of an agreement must be accomplished within thirty (30) days of the date this letter. Failure to notify the City will result in our understanding that the agreement has been declined.

Upon annexation, the land will be zoned to the "SFR-1-B" zoning district. Please note that this zoning designation allows for agricultural uses, including farming, ranching, pasturage and hunting. Such uses in existence at the time of annexation will be allowed to continue upon annexation. In addition, the *Municipal Services Plan* recognizes that the current uses of the property are grandfathered to the extent provided by state law.

To allow for public comment, questions, and general input on the annexation as proposed, the City Council has scheduled two (2) public hearings on this issue. The first public hearing will be held on **Thursday, November 29, 2012, at 7:00 PM** at a special called City Council meeting. The second will be held on **Thursday, December 6, 2012, at 7:00 PM**. Both public hearings will be held at the City Council Chambers, City Hall, 200 W. Willis, Leander, Texas. All interested parties are encouraged to attend and offer comment.

It is important that you have all the facts relating to these pending annexations and its potential impact on your property. I encourage you to contact our office to speak to staff with any questions or comments. Please contact me at (512) 528-2708.

Respectfully,

Jim Bechtol
Director of Development Services

Executive Summary

December 6, 2012

Council Agenda Subject: Second Public Hearing on the unilateral annexation of an area consisting of 0.07 acres, more or less, located in Williamson County, Texas, generally located south of the Hazlewood subdivision, west of Ronald W Reagan Blvd, north of Blockhouse Creek, and approximately 1 mile east of 183A, including the abutting streets, roads, and rights-of-way. (Area E).

Background: The Resolution setting the two public hearings for November 29, 2012 and December 6, 2012 was approved by the City Council on October 18, 2012. The first reading of the Ordinance is scheduled for January 3, 2013 and the second reading of the Ordinance is scheduled for January 17, 2013. This is an involuntary annexation whereas the property is to be annexed involuntarily into the city limits. Per State Law those properties with agricultural or wildlife exemptions have been offered Development Agreements to allow continuation of the extraterritorial jurisdiction status until such time the status of the land changes. A Municipal Services Plan was also provided to all affected property owners.

Origination: Development Services Department

Attachments: Resolution

Schedule

Overall location map

Area "E" ownership map

Letter to landowners

Prepared by: Jim Bechtol, Director of Development Services

RESOLUTION NO. 12-024-00

A RESOLUTION OF THE CITY OF LEANDER, TEXAS, COMMENCING THE ANNEXATION OF NINE (9) AREAS OF LAND, INCLUDING THE ABUTTING STREETS, ROADWAYS, AND RIGHTS-OF-WAY; ALL AREAS BEING LOCATED IN WILLIAMSON COUNTY, TEXAS AND ARE 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 exhibits 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 10.01 acres, more or less, located in Williamson County, Texas, generally located west of Bagdad Road, south of the Falcon Oaks subdivision, and north of the Leander Public Library and being more particularly described and shown in Exhibit "A" attached hereto.

(2) Area B. All that certain parcel or tract of land containing 363.92 acres, more or less, located in Williamson County, Texas, generally located south of Hero Way, west of Ronald W Reagan Blvd, north of RM 2243, and east

of County Road 269 and being more particularly described and shown in Exhibit "A" attached hereto.

(3) Area C. All that certain parcel or tract of land containing 265.22 acres, more or less, located in Williamson County, Texas, generally located south of RM 2243, west of the Ridgmar Landing subdivision, north of County Road 271, and east of 183A and being more particularly described and shown in Exhibit "A" attached hereto.

(4) Area D. All that certain parcel or tract of land containing 213.40 acres, more or less, located in Williamson County, Texas, generally located west of Sections 2 and 3 of the Cold Springs subdivision, north of Blockhouse Creek, east of 183A, and south of E Crystal Falls Pkwy and being more particularly described and shown in Exhibit "A" attached hereto.

(5) Area E. All that certain parcel or tract of land containing 0.07 acres, more or less, located in Williamson County, Texas, generally located south of the Hazlewood subdivision, west of Ronald W Reagan Blvd, north of Blockhouse Creek, and approximately 1 mile east of 183A and being more particularly described and shown in Exhibit "A" attached hereto.

(6) Area F. All that certain parcel or tract of land containing 22.38 acres, more or less, located in Williamson County, Texas, generally located west of Ronald W Reagan Blvd, approximately 1.25 miles south of E Crystal Falls Pkwy, east of the Lakewood Country Estates subdivision, and approximately 0.4 miles north of County Road 180 and being more particularly described and shown in Exhibit "A" attached hereto.

(7) Area G. All that certain parcel or tract of land containing 115.35 acres, more or less, located in Williamson County, Texas, and generally located south of the Valley View subdivision, east of Ronald W Reagan Blvd, north of County Road 179, and west of County Road 175, and being more particularly described and shown in Exhibit "A" attached hereto.

(8) Area H. All that certain parcel or tract of land containing 268.17 acres, more or less, located in Williamson County, Texas, and generally located south of County Road 179, east of Ronald W Reagan Blvd, approximately 0.4 miles north of County Road 180, and west of County Road 175, and being more particularly described and shown in Exhibit "A" attached hereto.

(9) Area I. All that certain parcel or tract of land containing 30.79 acres, more or less, located in Williamson County, Texas, and generally located south of County Road 179, approximately 1 mile east of Ronald W Reagan Blvd, approximately 500 feet northwest of Acacia Drive, west of County Road 175, and being more particularly described and shown in Exhibit "A" attached hereto.

Two public hearings are set for the dates of November 29, 2012 and December 6, 2012. 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 18th day of October, 2012.

ATTEST:

Debbie Haile

Debbie Haile, City Secretary

CITY OF LEANDER, TEXAS

Christopher Fielder, Mayor

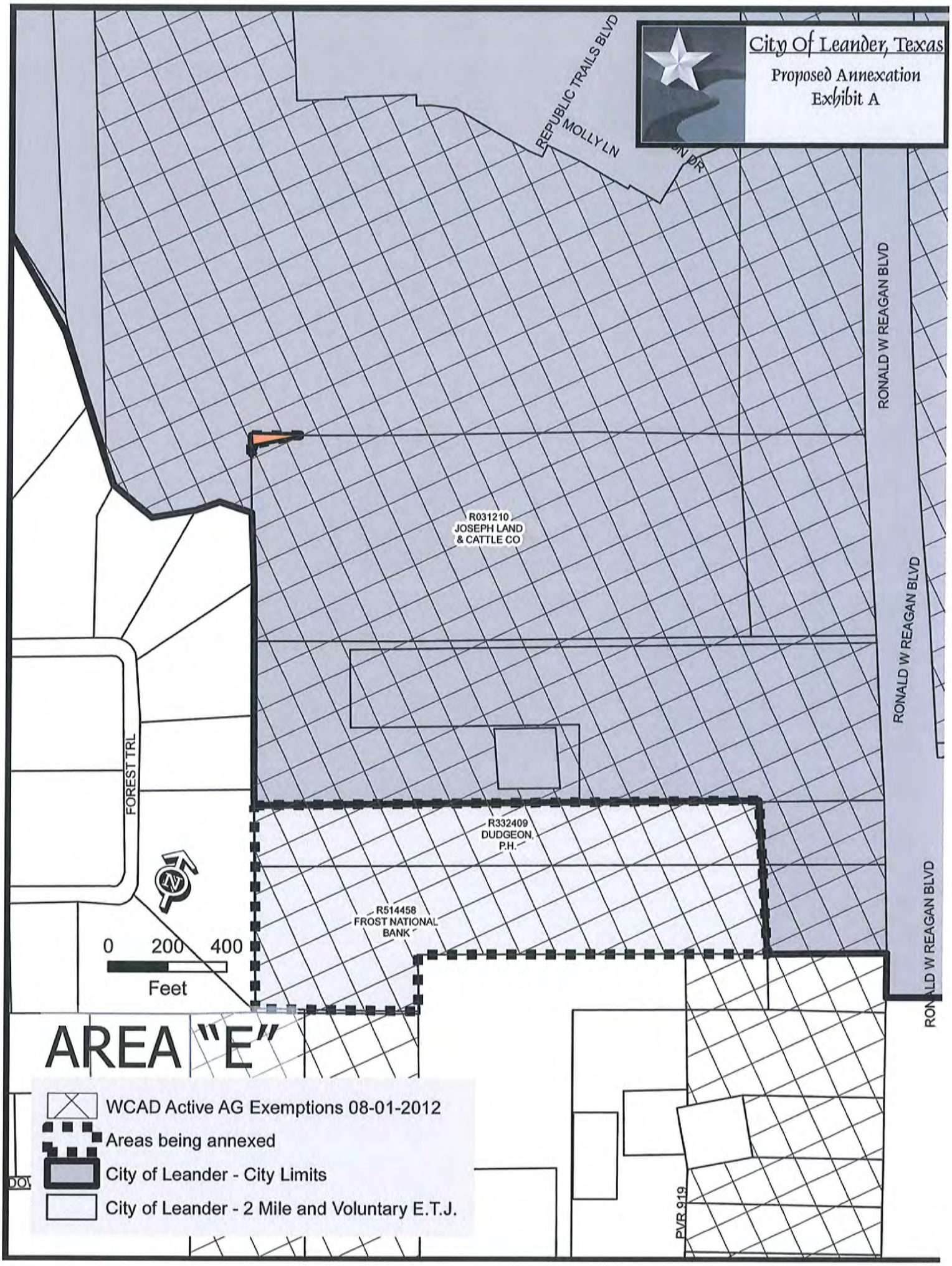
CITY OF LEANDER INCORPORATED 1978 ESTABLISHED 1882 STATE OF TEXAS

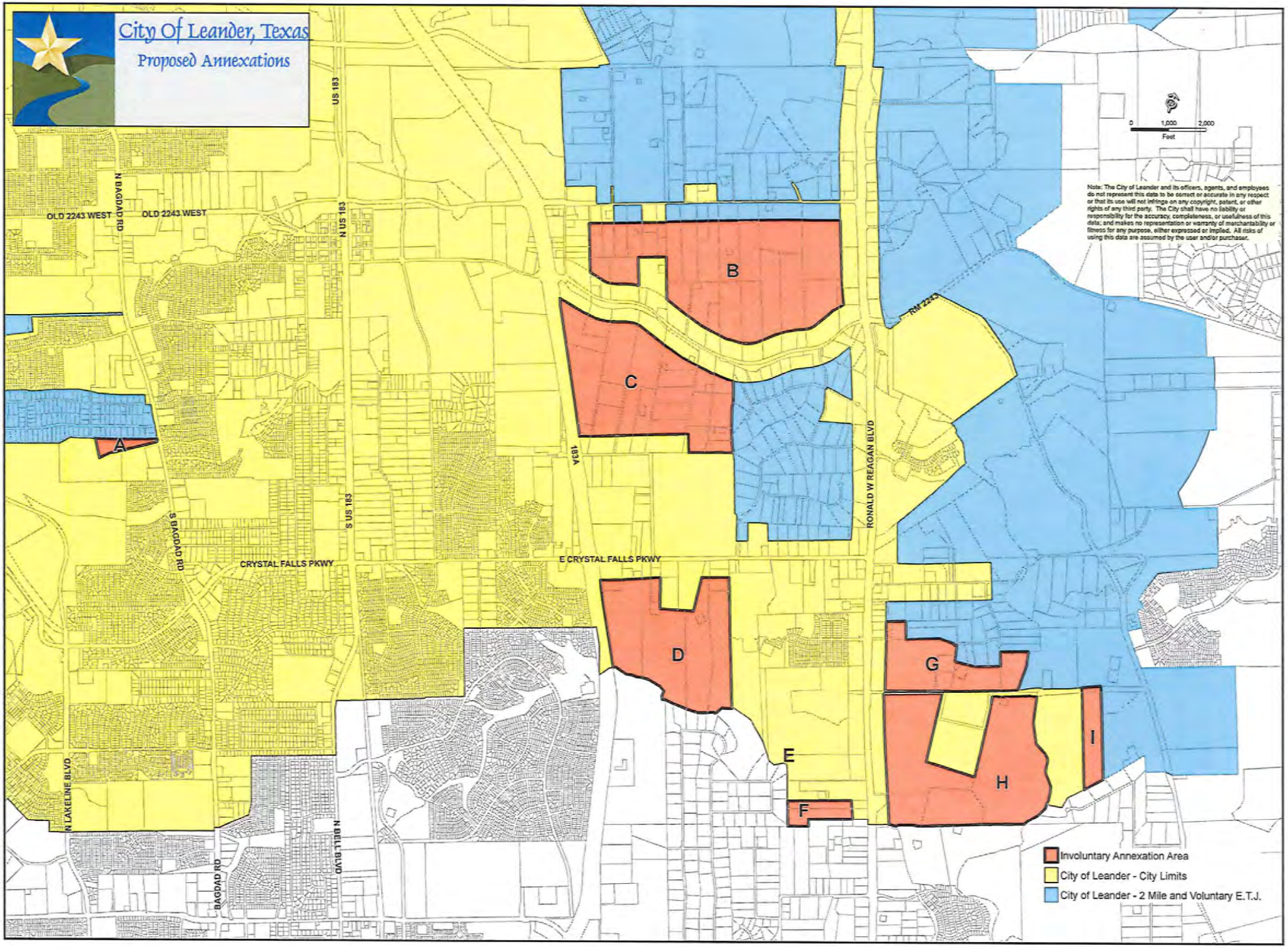
SCHEDULE FOR UNILATERAL ANNEXATIONS 2012

DATE	ACTION/EVENT	LEGAL AUTHORITY
October 18, 2012	**COUNCIL BY WRITTEN RESOLUTION** Directs notification to land owners; and sets two (2) Public Hearings: **November 29, 2012 and December 6, 2012**; 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 Oct. 26, 2012	**NOTICE TO** property owners & utility providers; offer Development Agreement to property owners	Loc. Gov't Code §§ 43.062(a), 43.035
Nov. 14, 2012* Publish notice of First Public Hearing **Nov. 21, 2012*** Publish notice of Second Public Hearings	**NEWSPAPER NOTICES** RE: FIRST AND SECOND PUBLIC HEARINGS; (If applicable Notice to Railroad) **SCHOOL DISTRICT NOTICE** (notify each school district of possible impact) POST NOTICE ON WEB SITE and MAINTAIN UNTIL COMPLETE	Not less than 10 days nor more than 20 days before 1st and 2nd public hearings. Loc. Gov't Code, § 43.063 (c).
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)
Nov. 29, 2012*	**1st PUBLIC HEARING** AND PRESENT SERVICE PLAN (Not more than 40 days before the 1st reading of ordinance) *SPECIAL CALLED MEETING*	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.063(a) & 43.065.
December 6, 2012*	**2nd PUBLIC HEARING** AND PRESENT SERVICE PLAN (At least 20 days before 1st reading of ordinance.) *REGULAR MEETING*	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.063(a) & 43.065.
Institution Date **January 3, 2013***	**FIRST READING** OF ORDINANCE *REGULAR MEETING*	Date of institution of proceedings. Not less than 20 days from the second public hearing nor more than 40 days from the first public hearing.
January 17, 2013 Or at a special called meeting after the First Reading	**SECOND-FINAL READING** OF ORDINANCE *REGULAR MEETING*	Not more than 90 days after 1st reading of Ordinance § 43.064.
January 31, 2013 Or as soon as documents are received from City	FILE FOR VOTING RIGHTS ACT **PRECLEARANCE**	42 U.S.C. §1973c; Loc. Gov't Code, §43.906;
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
Upon receipt of DOJ Preclearance or 60 days after DOJ's receives submission	**IMPLEMENT ANNEXATION** for voting purposes (Upon preclearance from Justice Dept.) **Send certified copy of ordinance and maps** to State Comptroller and any franchise holders	42 U.S.C. §1973c.
After DOJ Preclearance	**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	

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

***Newspaper notices to paper by 10 a.m. the preceding Friday**


City Of Leander, Texas
Proposed Annexation
Exhibit A
REPUBLIC TRAILS BLVD
MOLLY LN
RONALD W REAGAN BLVD
RONALD W REAGAN BLVD
RONALD W REAGAN BLVD
R031210
JOSEPH LAND
& CATTLE CO
FOREST TRL
R332409
DUDGEON,
P.H.
R514458
FROST NATIONAL
BANK
0 200 400
Feet
AREA "E"
WCAD Active AG Exemptions 08-01-2012
Areas being annexed
City of Leander - City Limits
City of Leander - 2 Mile and Voluntary E.T.J.
PVR 919


City Of Leander, Texas
Proposed Annexations
A
B
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OLD 2243 WEST
N BAGDAD RD
N US 183
S US 183
183A
S BAGDAD RD
CRYSTAL FALLS PKWY
E CRYSTAL FALLS PKWY
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BAGDAD RD
N BELL BLVD
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Involuntary Annexation Area
City of Leander - City Limits
City of Leander - 2 Mile and Voluntary E.T.J.

October 26, 2012

[Name]
[Address]

RE: Proposed Annexation

Dear Property Owner:

As you may already be aware, the City of Leander recently initiated the formal legislative process to expand its corporate boundaries by annexing parcels of land encompassing approximately 1289.31 acres, more or less, of land adjacent and contiguous to Leander's current city limits by involuntary annexation. The parcels are more particularly described in the descriptions and maps that are enclosed. You have been identified as an owner of record of property that will be affected by this annexation and will soon become part of the City of Leander. I am writing you today to be sure that you are properly informed of this fact and to briefly discuss some pertinent issues in this regard.

The Leander City Council has identified the need to create consistency and unity in regulation of future land use, platting and the provisions of municipal services as it relates to our growing and changing community. As a result, the City Council has initiated proceedings to close gaps in the city limits and make the city limits more uniform by annexing properties that are surrounded by the city limits or are bounded by the city limits on at least two sides.

The City Council has expressed a strong desire to protect and defend the interests of property owners – and to effectively manage growth and development in the areas commonly recognized as part of the Leander community. The application of City zoning, building, and land development regulations to any neighboring properties that are annexed as part of this process will, over the long term, help protect your property values. Most importantly, the annexation of holes or gaps in the City limits will provide uniformity in the provision of public safety services such as police, fire and EMS.

As a property owner, one issue that obviously comes to mind with an annexation is taxes. By becoming part of the City of Leander, your property will be annually assessed city property taxes. If you have an agricultural exemption, the exemption will not be affected. The City's proposed property tax rate for 2012-13 is $0.67042 per $100 valuation. However, your property will not be assessed City property taxes during 2013 as it will not be added to the tax rolls until January 1, 2014.

City services will be provided to your property in accordance with a *Municipal Services Plan* that will be formally adopted by City Council as part of this process. Included with this correspondence is a copy of a proposed *Municipal Services Plan* for your review.

If your land is appraised for ad valorem tax purposes as land for agricultural or wildlife management use under Subchapter C or D, Chapter 23, Tax Code, or as timber land under Subchapter E, Chapter 23, Tax Code, you are eligible to negotiate and enter a development agreement with the City (sample enclosed). Such an agreement provides for the continuation of the extraterritorial jurisdiction status of your land so long as the use of your land that entitles you to enter the agreement does not change. Should the use of your land change to a use other than agricultural, wildlife management or timber land, the agreement would automatically terminate and the land would be annexed into the City at such time, regardless of how the land is appraised for ad valorem tax purposes. Entering an agreement will authorize the enforcement of all regulations and planning authority of the City that do not interfere with the use of your land for agriculture, wildlife management, or timber land. Such regulations include building codes, nuisance regulations, animal control, and general health and sanitation regulations. If your property qualifies and you are interested in entering an agreement, please notify us at your earliest convenience. Acceptance of an agreement must be accomplished within thirty (30) days of the date this letter. Failure to notify the City will result in our understanding that the agreement has been declined.

Upon annexation, the land will be zoned to the "SFR-1-B" zoning district. Please note that this zoning designation allows for agricultural uses, including farming, ranching, pasturage and hunting. Such uses in existence at the time of annexation will be allowed to continue upon annexation. In addition, the *Municipal Services Plan* recognizes that the current uses of the property are grandfathered to the extent provided by state law.

To allow for public comment, questions, and general input on the annexation as proposed, the City Council has scheduled two (2) public hearings on this issue. The first public hearing will be held on **Thursday, November 29, 2012, at 7:00 PM** at a special called City Council meeting. The second will be held on **Thursday, December 6, 2012, at 7:00 PM**. Both public hearings will be held at the City Council Chambers, City Hall, 200 W. Willis, Leander, Texas. All interested parties are encouraged to attend and offer comment.

It is important that you have all the facts relating to these pending annexations and its potential impact on your property. I encourage you to contact our office to speak to staff with any questions or comments. Please contact me at (512) 528-2708.

Respectfully,

Jim Bechtol
Director of Development Services

Executive Summary

December 6, 2012

Council Agenda Subject: Second Public Hearing on the unilateral annexation of an area consisting of 22.38 acres, more or less, located in Williamson County, Texas, generally located west of Ronald W Reagan Blvd, 1-1/4 miles south of E Crystal Falls Pkwy, east of the Lakewood Country Estates Subdivision, and 4/10 of a mile north of County Road 180 (Area F).

Background: The Resolution setting the two public hearings for November 29, 2012 and December 6, 2012 was approved by the City Council on October 18, 2012. The first reading of the Ordinance is scheduled for January 3, 2013 and the second reading of the Ordinance is scheduled for January 17, 2013. This is an involuntary annexation whereas the property is to be annexed involuntarily into the city limits. Per State Law those properties with agricultural or wildlife exemptions have been offered Development Agreements to allow continuation of the extraterritorial jurisdiction status until such time the status of the land changes. A Municipal Services Plan was also provided to all affected property owners.

Origination: Development Services Department

Attachments: Resolution

Schedule

Overall location map

Area "F" ownership map

Letter to landowners

Prepared by: Jim Bechtol, Director of Development Services

RESOLUTION NO. 12-024-00

A RESOLUTION OF THE CITY OF LEANDER, TEXAS, COMMENCING THE ANNEXATION OF NINE (9) AREAS OF LAND, INCLUDING THE ABUTTING STREETS, ROADWAYS, AND RIGHTS-OF-WAY; ALL AREAS BEING LOCATED IN WILLIAMSON COUNTY, TEXAS AND ARE 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 exhibits 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 10.01 acres, more or less, located in Williamson County, Texas, generally located west of Bagdad Road, south of the Falcon Oaks subdivision, and north of the Leander Public Library and being more particularly described and shown in Exhibit "A" attached hereto.

(2) Area B. All that certain parcel or tract of land containing 363.92 acres, more or less, located in Williamson County, Texas, generally located south of Hero Way, west of Ronald W Reagan Blvd, north of RM 2243, and east

of County Road 269 and being more particularly described and shown in Exhibit "A" attached hereto.

(3) Area C. All that certain parcel or tract of land containing 265.22 acres, more or less, located in Williamson County, Texas, generally located south of RM 2243, west of the Ridgmar Landing subdivision, north of County Road 271, and east of 183A and being more particularly described and shown in Exhibit "A" attached hereto.

(4) Area D. All that certain parcel or tract of land containing 213.40 acres, more or less, located in Williamson County, Texas, generally located west of Sections 2 and 3 of the Cold Springs subdivision, north of Blockhouse Creek, east of 183A, and south of E Crystal Falls Pkwy and being more particularly described and shown in Exhibit "A" attached hereto.

(5) Area E. All that certain parcel or tract of land containing 0.07 acres, more or less, located in Williamson County, Texas, generally located south of the Hazlewood subdivision, west of Ronald W Reagan Blvd, north of Blockhouse Creek, and approximately 1 mile east of 183A and being more particularly described and shown in Exhibit "A" attached hereto.

(6) Area F. All that certain parcel or tract of land containing 22.38 acres, more or less, located in Williamson County, Texas, generally located west of Ronald W Reagan Blvd, approximately 1.25 miles south of E Crystal Falls Pkwy, east of the Lakewood Country Estates subdivision, and approximately 0.4 miles north of County Road 180 and being more particularly described and shown in Exhibit "A" attached hereto.

(7) Area G. All that certain parcel or tract of land containing 115.35 acres, more or less, located in Williamson County, Texas, and generally located south of the Valley View subdivision, east of Ronald W Reagan Blvd, north of County Road 179, and west of County Road 175, and being more particularly described and shown in Exhibit "A" attached hereto.

(8) Area H. All that certain parcel or tract of land containing 268.17 acres, more or less, located in Williamson County, Texas, and generally located south of County Road 179, east of Ronald W Reagan Blvd, approximately 0.4 miles north of County Road 180, and west of County Road 175, and being more particularly described and shown in Exhibit "A" attached hereto.

(9) Area I. All that certain parcel or tract of land containing 30.79 acres, more or less, located in Williamson County, Texas, and generally located south of County Road 179, approximately 1 mile east of Ronald W Reagan Blvd, approximately 500 feet northwest of Acacia Drive, west of County Road 175, and being more particularly described and shown in Exhibit "A" attached hereto.

Two public hearings are set for the dates of November 29, 2012 and December 6, 2012. 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 18th day of October, 2012.

ATTEST:

Debbie Haile

Debbie Haile, City Secretary

CITY OF LEANDER, TEXAS

Christopher Fielder, Mayor

CITY OF LEANDER INCORPORATED 1874 ESTABLISHED 1882 STATE OF TEXAS

SCHEDULE FOR UNILATERAL ANNEXATIONS 2012

DATE	ACTION/EVENT	LEGAL AUTHORITY
October 18, 2012	**COUNCIL BY WRITTEN RESOLUTION** Directs notification to land owners; and sets two (2) Public Hearings: **November 29, 2012 and December 6, 2012**; 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 Oct. 26, 2012	**NOTICE TO** property owners & utility providers; offer Development Agreement to property owners	Loc. Gov't Code §§ 43.062(a), 43.035
Nov. 14, 2012* Publish notice of First Public Hearing **Nov. 21, 2012*** Publish notice of Second Public Hearings	**NEWSPAPER NOTICES** RE: FIRST AND SECOND PUBLIC HEARINGS; (If applicable Notice to Railroad) **SCHOOL DISTRICT NOTICE** (notify each school district of possible impact) POST NOTICE ON WEB SITE and MAINTAIN UNTIL COMPLETE	Not less than 10 days nor more than 20 days before 1st and 2nd public hearings. Loc. Gov't Code, § 43.063 (c).
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)
Nov. 29, 2012*	**1st PUBLIC HEARING** AND PRESENT SERVICE PLAN (Not more than 40 days before the 1st reading of ordinance) *SPECIAL CALLED MEETING*	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.063(a) & 43.065.
December 6, 2012*	**2nd PUBLIC HEARING** AND PRESENT SERVICE PLAN (At least 20 days before 1st reading of ordinance.) *REGULAR MEETING*	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.063(a) & 43.065.
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January 17, 2013 Or at a special called meeting after the First Reading	**SECOND-FINAL READING** OF ORDINANCE *REGULAR MEETING*	Not more than 90 days after 1st reading of Ordinance § 43.064.
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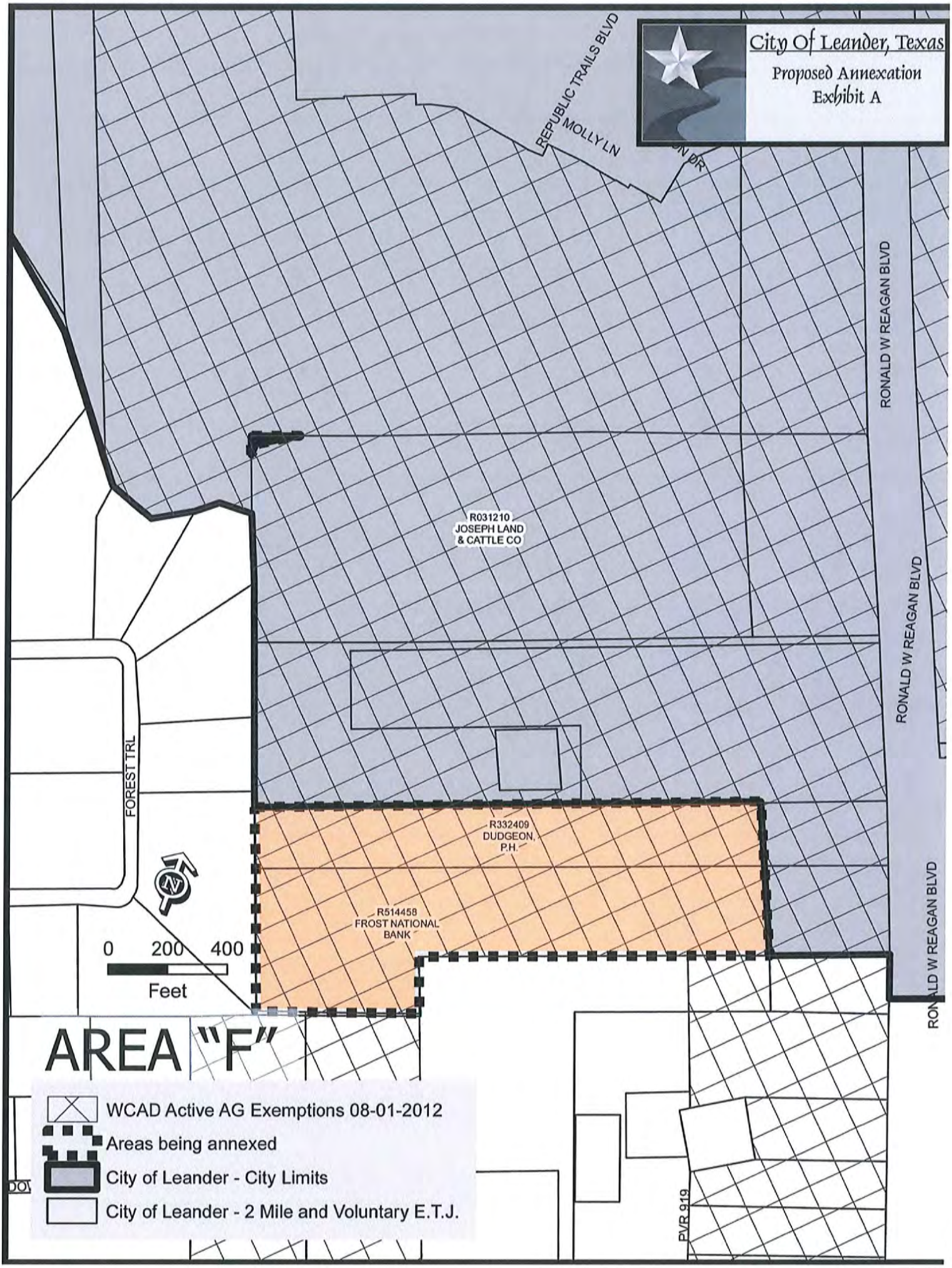
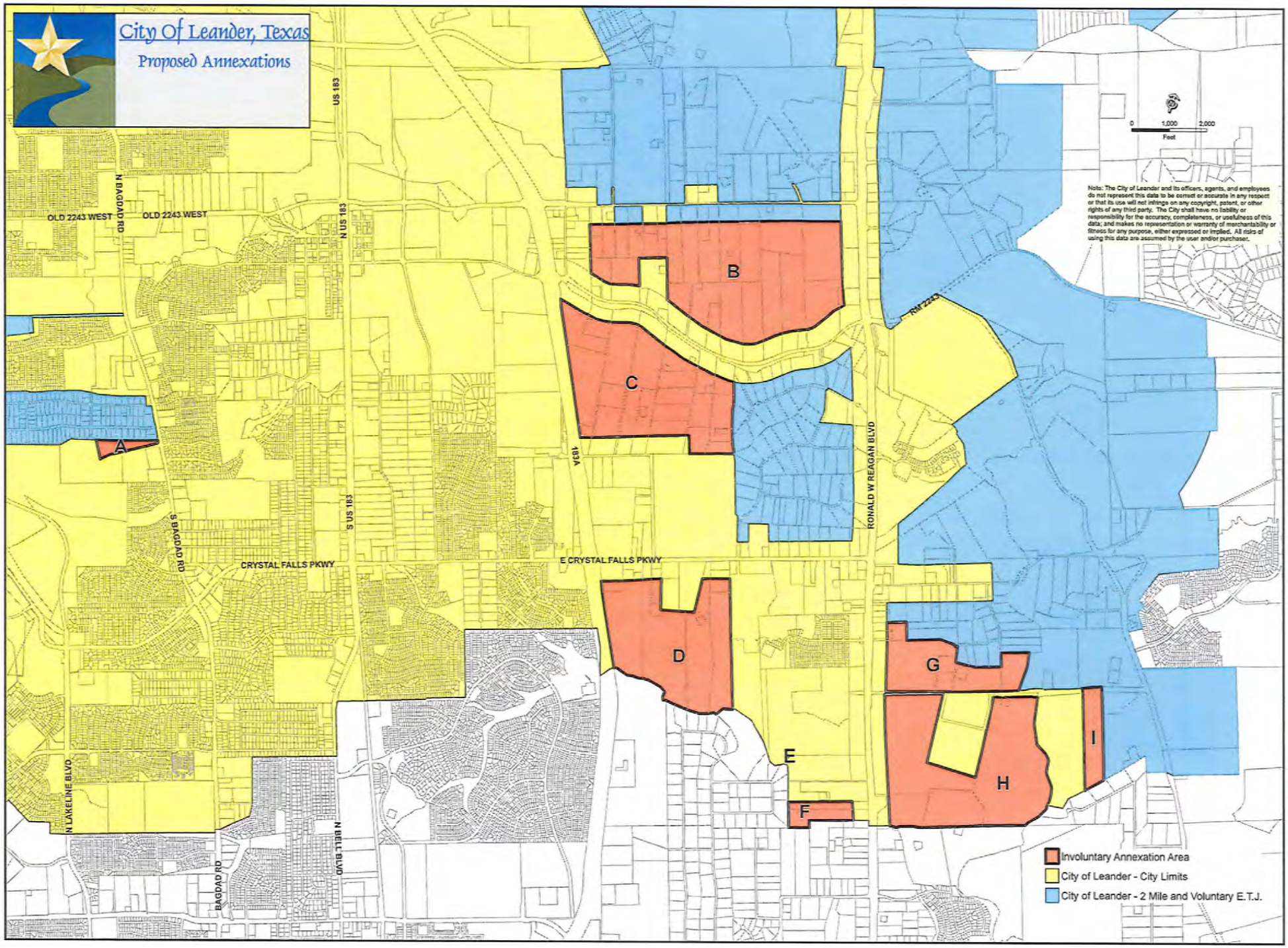
Within 30 days of Second Reading	**CITY SENDS COPY OF MAP** showing boundary changes to County Voter Registrar in a format that is compatible with mapping format used by registrar	Elec. Code §42.0615
Upon receipt of DOJ Preclearance or 60 days after DOJ's receives submission	**IMPLEMENT ANNEXATION** for voting purposes (Upon preclearance from Justice Dept.) **Send certified copy of ordinance and maps** to State Comptroller and any franchise holders	42 U.S.C. §1973c.
After DOJ Preclearance	**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	

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

***Newspaper notices to paper by 10 a.m. the preceding Friday**


City Of Leander, Texas
Proposed Annexation
Exhibit A
REPUBLIC TRAILS BLVD
MOLLY LN
RONALD W REAGAN BLVD
RONALD W REAGAN BLVD
RONALD W REAGAN BLVD
FOREST TRL
R031210
JOSEPH LAND
& CATTLE CO
R332409
DUDGEON,
P.H.
R514458
FROST NATIONAL
BANK
0 200 400
Feet
AREA "F"
WCAD Active AG Exemptions 08-01-2012
Areas being annexed
City of Leander - City Limits
City of Leander - 2 Mile and Voluntary E.T.J.
P/R 919


City Of Leander, Texas
Proposed Annexations
US 183
N US 183
S US 183
N BAGDAD RD
OLD 2243 WEST
OLD 2243 WEST
S BAGDAD RD
CRYSTAL FALLS PKWY
E CRYSTAL FALLS PKWY
183A
RONALD W REAGAN BLVD
RM 2243
N LAKELINE BLVD
BAGDAD RD
N BELL BLVD
A
B
C
D
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Feet
Note: The City of Leander and its officers, agents, and employees do not represent this data to be correct or accurate in any respect or that its use will not infringe on any copyright, patent, or other rights of any third party. The City shall have no liability or responsibility for the accuracy, completeness, or usefulness of this data; and makes no representation or warranty of merchantability or fitness for any purpose, either expressed or implied. All risks of using this data are assumed by the user and/or purchaser.
Involuntary Annexation Area
City of Leander - City Limits
City of Leander - 2 Mile and Voluntary E.T.J.

October 26, 2012

[Name]
[Address]

RE: Proposed Annexation

Dear Property Owner:

As you may already be aware, the City of Leander recently initiated the formal legislative process to expand its corporate boundaries by annexing parcels of land encompassing approximately 1289.31 acres, more or less, of land adjacent and contiguous to Leander's current city limits by involuntary annexation. The parcels are more particularly described in the descriptions and maps that are enclosed. You have been identified as an owner of record of property that will be affected by this annexation and will soon become part of the City of Leander. I am writing you today to be sure that you are properly informed of this fact and to briefly discuss some pertinent issues in this regard.

The Leander City Council has identified the need to create consistency and unity in regulation of future land use, platting and the provisions of municipal services as it relates to our growing and changing community. As a result, the City Council has initiated proceedings to close gaps in the city limits and make the city limits more uniform by annexing properties that are surrounded by the city limits or are bounded by the city limits on at least two sides.

The City Council has expressed a strong desire to protect and defend the interests of property owners – and to effectively manage growth and development in the areas commonly recognized as part of the Leander community. The application of City zoning, building, and land development regulations to any neighboring properties that are annexed as part of this process will, over the long term, help protect your property values. Most importantly, the annexation of holes or gaps in the City limits will provide uniformity in the provision of public safety services such as police, fire and EMS.

As a property owner, one issue that obviously comes to mind with an annexation is taxes. By becoming part of the City of Leander, your property will be annually assessed city property taxes. If you have an agricultural exemption, the exemption will not be affected. The City's proposed property tax rate for 2012-13 is $0.67042 per $100 valuation. However, your property will not be assessed City property taxes during 2013 as it will not be added to the tax rolls until January 1, 2014.

City services will be provided to your property in accordance with a *Municipal Services Plan* that will be formally adopted by City Council as part of this process. Included with this correspondence is a copy of a proposed *Municipal Services Plan* for your review.

If your land is appraised for ad valorem tax purposes as land for agricultural or wildlife management use under Subchapter C or D, Chapter 23, Tax Code, or as timber land under Subchapter E, Chapter 23, Tax Code, you are eligible to negotiate and enter a development agreement with the City (sample enclosed). Such an agreement provides for the continuation of the extraterritorial jurisdiction status of your land so long as the use of your land that entitles you to enter the agreement does not change. Should the use of your land change to a use other than agricultural, wildlife management or timber land, the agreement would automatically terminate and the land would be annexed into the City at such time, regardless of how the land is appraised for ad valorem tax purposes. Entering an agreement will authorize the enforcement of all regulations and planning authority of the City that do not interfere with the use of your land for agriculture, wildlife management, or timber land. Such regulations include building codes, nuisance regulations, animal control, and general health and sanitation regulations. If your property qualifies and you are interested in entering an agreement, please notify us at your earliest convenience. Acceptance of an agreement must be accomplished within thirty (30) days of the date this letter. Failure to notify the City will result in our understanding that the agreement has been declined.

Upon annexation, the land will be zoned to the "SFR-1-B" zoning district. Please note that this zoning designation allows for agricultural uses, including farming, ranching, pasturage and hunting. Such uses in existence at the time of annexation will be allowed to continue upon annexation. In addition, the *Municipal Services Plan* recognizes that the current uses of the property are grandfathered to the extent provided by state law.

To allow for public comment, questions, and general input on the annexation as proposed, the City Council has scheduled two (2) public hearings on this issue. The first public hearing will be held on **Thursday, November 29, 2012, at 7:00 PM** at a special called City Council meeting. The second will be held on **Thursday, December 6, 2012, at 7:00 PM**. Both public hearings will be held at the City Council Chambers, City Hall, 200 W. Willis, Leander, Texas. All interested parties are encouraged to attend and offer comment.

It is important that you have all the facts relating to these pending annexations and its potential impact on your property. I encourage you to contact our office to speak to staff with any questions or comments. Please contact me at (512) 528-2708.

Respectfully,

Jim Bechtol
Director of Development Services

Executive Summary

December 6, 2012

Council Agenda Subject: Second Public Hearing on the unilateral annexation of an area consisting of 97.94 acres, more or less, located in Williamson County, Texas, and generally located south of the Valley View subdivision, east of Ronald W Reagan Blvd, north of County Road 179, and west of County Road 175, including the abutting streets, roads, and rights-of-way. (Area G).

Background: The Resolution setting the two public hearings for November 29, 2012 and December 6, 2012 was approved by the City Council on October 18, 2012. The first reading of the Ordinance is scheduled for January 3, 2013 and the second reading of the Ordinance is scheduled for January 17, 2013. This is an involuntary annexation whereas the property is to be annexed involuntarily into the city limits. Per State Law those properties with agricultural or wildlife exemptions have been offered Development Agreements to allow continuation of the extraterritorial jurisdiction status until such time the status of the land changes. A Municipal Services Plan was also provided to all affected property owners.

Origination: Development Services Department

Attachments: Resolution

Schedule

Overall location map

Area "G" ownership map

Letter to landowners

Prepared by: Jim Bechtol, Director of Development Services

RESOLUTION NO. 12-024-00

A RESOLUTION OF THE CITY OF LEANDER, TEXAS, COMMENCING THE ANNEXATION OF NINE (9) AREAS OF LAND, INCLUDING THE ABUTTING STREETS, ROADWAYS, AND RIGHTS-OF-WAY; ALL AREAS BEING LOCATED IN WILLIAMSON COUNTY, TEXAS AND ARE 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 exhibits 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 10.01 acres, more or less, located in Williamson County, Texas, generally located west of Bagdad Road, south of the Falcon Oaks subdivision, and north of the Leander Public Library and being more particularly described and shown in Exhibit "A" attached hereto.

(2) Area B. All that certain parcel or tract of land containing 363.92 acres, more or less, located in Williamson County, Texas, generally located south of Hero Way, west of Ronald W Reagan Blvd, north of RM 2243, and east

of County Road 269 and being more particularly described and shown in Exhibit "A" attached hereto.

(3) Area C. All that certain parcel or tract of land containing 265.22 acres, more or less, located in Williamson County, Texas, generally located south of RM 2243, west of the Ridgmar Landing subdivision, north of County Road 271, and east of 183A and being more particularly described and shown in Exhibit "A" attached hereto.

(4) Area D. All that certain parcel or tract of land containing 213.40 acres, more or less, located in Williamson County, Texas, generally located west of Sections 2 and 3 of the Cold Springs subdivision, north of Blockhouse Creek, east of 183A, and south of E Crystal Falls Pkwy and being more particularly described and shown in Exhibit "A" attached hereto.

(5) Area E. All that certain parcel or tract of land containing 0.07 acres, more or less, located in Williamson County, Texas, generally located south of the Hazlewood subdivision, west of Ronald W Reagan Blvd, north of Blockhouse Creek, and approximately 1 mile east of 183A and being more particularly described and shown in Exhibit "A" attached hereto.

(6) Area F. All that certain parcel or tract of land containing 22.38 acres, more or less, located in Williamson County, Texas, generally located west of Ronald W Reagan Blvd, approximately 1.25 miles south of E Crystal Falls Pkwy, east of the Lakewood Country Estates subdivision, and approximately 0.4 miles north of County Road 180 and being more particularly described and shown in Exhibit "A" attached hereto.

(7) Area G. All that certain parcel or tract of land containing 115.35 acres, more or less, located in Williamson County, Texas, and generally located south of the Valley View subdivision, east of Ronald W Reagan Blvd, north of County Road 179, and west of County Road 175, and being more particularly described and shown in Exhibit "A" attached hereto.

(8) Area H. All that certain parcel or tract of land containing 268.17 acres, more or less, located in Williamson County, Texas, and generally located south of County Road 179, east of Ronald W Reagan Blvd, approximately 0.4 miles north of County Road 180, and west of County Road 175, and being more particularly described and shown in Exhibit "A" attached hereto.

(9) Area I. All that certain parcel or tract of land containing 30.79 acres, more or less, located in Williamson County, Texas, and generally located south of County Road 179, approximately 1 mile east of Ronald W Reagan Blvd, approximately 500 feet northwest of Acacia Drive, west of County Road 175, and being more particularly described and shown in Exhibit "A" attached hereto.

Two public hearings are set for the dates of November 29, 2012 and December 6, 2012. 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 18th day of October, 2012.

ATTEST:

Debbie Haile

Debbie Haile, City Secretary

CITY OF LEANDER, TEXAS

Christopher Fielder, Mayor

CITY OF LEANDER
ESTABLISHED 1882 INCORPORATED 1978
STATE OF TEXAS

SCHEDULE FOR UNILATERAL ANNEXATIONS 2012

DATE	ACTION/EVENT	LEGAL AUTHORITY
October 18, 2012	**COUNCIL BY WRITTEN RESOLUTION** Directs notification to land owners; and sets two (2) Public Hearings: **November 29, 2012 and December 6, 2012**; 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 Oct. 26, 2012	**NOTICE TO** property owners & utility providers; offer Development Agreement to property owners	Loc. Gov't Code §§ 43.062(a), 43.035
Nov. 14, 2012* Publish notice of First Public Hearing **Nov. 21, 2012*** Publish notice of Second Public Hearings	**NEWSPAPER NOTICES** RE: FIRST AND SECOND PUBLIC HEARINGS; (If applicable Notice to Railroad) **SCHOOL DISTRICT NOTICE** (notify each school district of possible impact) POST NOTICE ON WEB SITE and MAINTAIN UNTIL COMPLETE	Not less than 10 days nor more than 20 days before 1st and 2nd public hearings. Loc. Gov't Code, § 43.063 (c).
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Institution Date **January 3, 2013***	**FIRST READING** OF ORDINANCE *REGULAR MEETING*	Date of institution of proceedings. Not less than 20 days from the second public hearing nor more than 40 days from the first public hearing.
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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
Upon receipt of DOJ Preclearance or 60 days after DOJ's receives submission	**IMPLEMENT ANNEXATION** for voting purposes (Upon preclearance from Justice Dept.) **Send certified copy of ordinance and maps** to State Comptroller and any franchise holders	42 U.S.C. §1973c.
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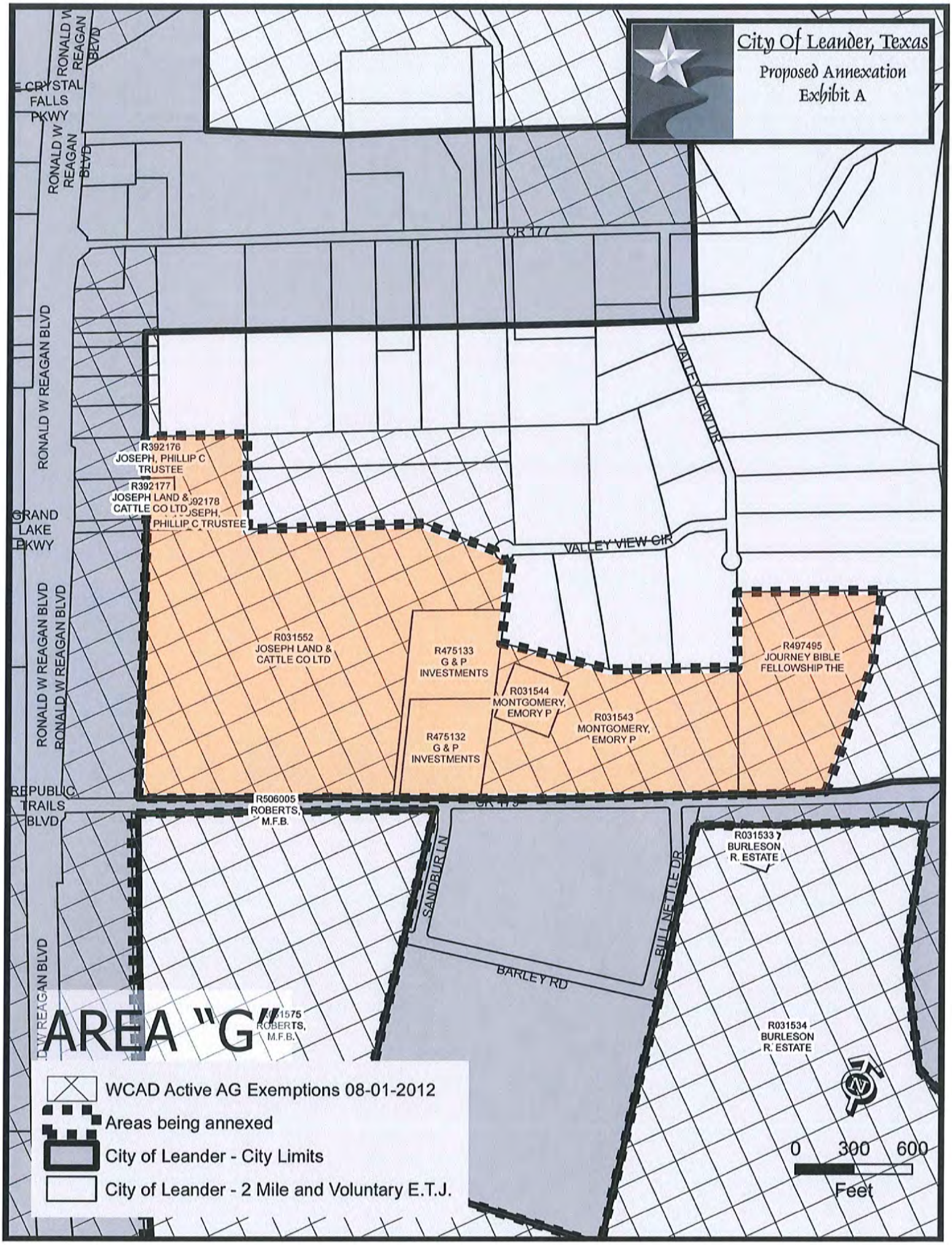
City Of Leander, Texas
Proposed Annexation
Exhibit A
RONALD W REAGAN BLVD
E CRYSTAL FALLS PKWY
CR 177
VALLEY VIEW DR
VALLEY VIEW CIR
R392176
JOSEPH, PHILLIP C
TRUSTEE
R392177
JOSEPH LAND &
CATTLE CO LTD
PHILLIP C TRUSTEE
GRAND LAKE PKWY
R031552
JOSEPH LAND &
CATTLE CO LTD
R475133
G & P
INVESTMENTS
R031544
MONTGOMERY,
EMORY P
R031543
MONTGOMERY,
EMORY P
R475132
G & P
INVESTMENTS
R497495
JOURNEY BIBLE
FELLOWSHIP THE
REPUBLIC TRAILS BLVD
R506005
ROBERTS,
M.F.B.
SANDBUR LN
BULLNETTLE DR
BARLEY RD
R031533
BURLESON
R. ESTATE
R031534
BURLESON
R. ESTATE
AREA "G"
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Areas being annexed
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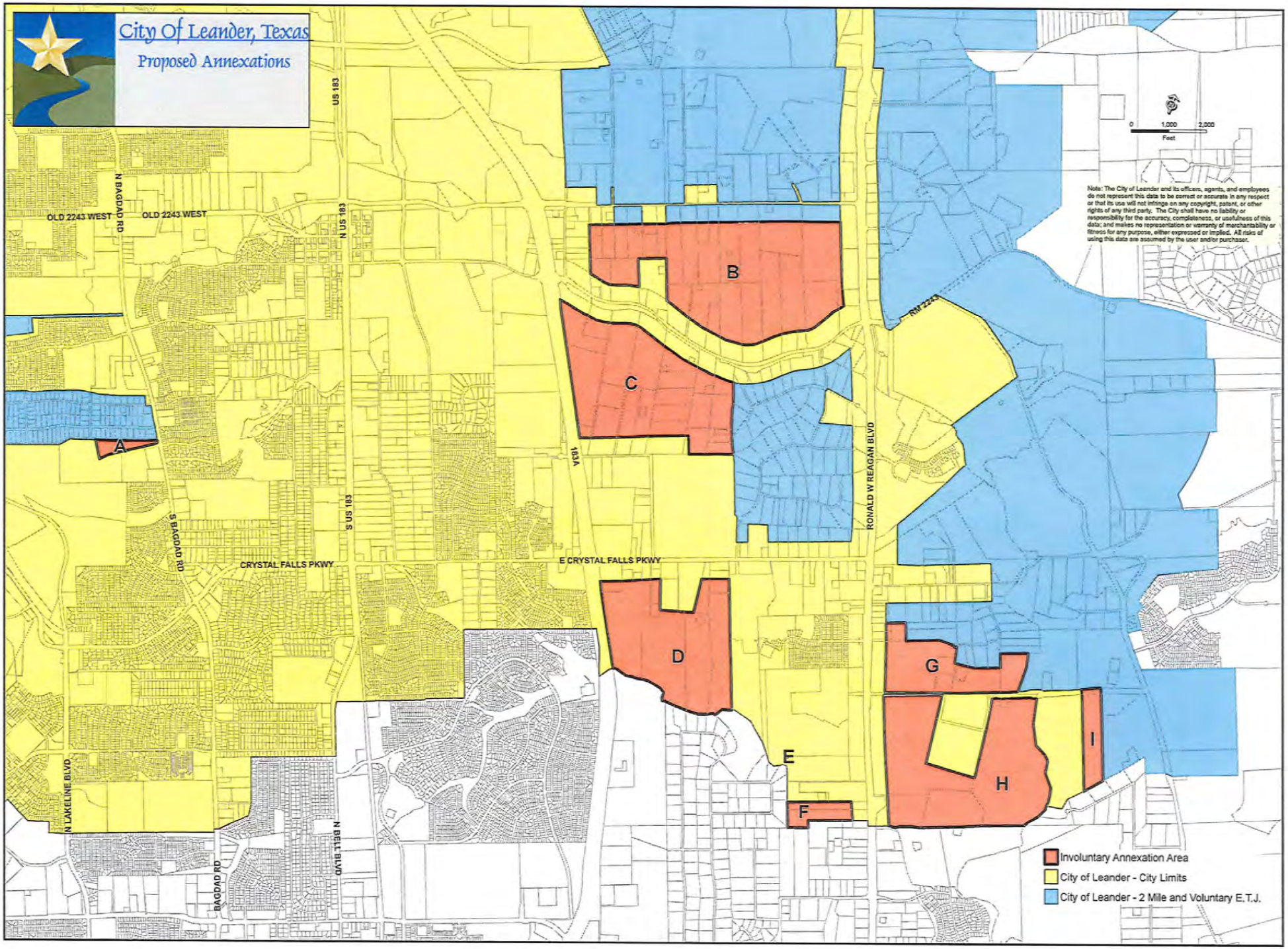
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Note: The City of Leander and its officers, agents, and employees do not represent this data to be correct or accurate in any respect or that its use will not infringe on any copyright, patent, or other rights of any third party. The City shall have no liability or responsibility for the accuracy, completeness, or usefulness of this data; and makes no representation or warranty of merchantability or fitness for any purpose, either expressed or implied. All risks of using this data are assumed by the user and/or purchaser.
Involuntary Annexation Area
City of Leander - City Limits
City of Leander - 2 Mile and Voluntary E.T.J.

October 26, 2012

[Name]
[Address]

RE: Proposed Annexation

Dear Property Owner:

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As a property owner, one issue that obviously comes to mind with an annexation is taxes. By becoming part of the City of Leander, your property will be annually assessed city property taxes. If you have an agricultural exemption, the exemption will not be affected. The City's proposed property tax rate for 2012-13 is $0.67042 per $100 valuation. However, your property will not be assessed City property taxes during 2013 as it will not be added to the tax rolls until January 1, 2014.

City services will be provided to your property in accordance with a *Municipal Services Plan* that will be formally adopted by City Council as part of this process. Included with this correspondence is a copy of a proposed *Municipal Services Plan* for your review.

If your land is appraised for ad valorem tax purposes as land for agricultural or wildlife management use under Subchapter C or D, Chapter 23, Tax Code, or as timber land under Subchapter E, Chapter 23, Tax Code, you are eligible to negotiate and enter a development agreement with the City (sample enclosed). Such an agreement provides for the continuation of the extraterritorial jurisdiction status of your land so long as the use of your land that entitles you to enter the agreement does not change. Should the use of your land change to a use other than agricultural, wildlife management or timber land, the agreement would automatically terminate and the land would be annexed into the City at such time, regardless of how the land is appraised for ad valorem tax purposes. Entering an agreement will authorize the enforcement of all regulations and planning authority of the City that do not interfere with the use of your land for agriculture, wildlife management, or timber land. Such regulations include building codes, nuisance regulations, animal control, and general health and sanitation regulations. If your property qualifies and you are interested in entering an agreement, please notify us at your earliest convenience. Acceptance of an agreement must be accomplished within thirty (30) days of the date this letter. Failure to notify the City will result in our understanding that the agreement has been declined.

Upon annexation, the land will be zoned to the "SFR-1-B" zoning district. Please note that this zoning designation allows for agricultural uses, including farming, ranching, pasturage and hunting. Such uses in existence at the time of annexation will be allowed to continue upon annexation. In addition, the *Municipal Services Plan* recognizes that the current uses of the property are grandfathered to the extent provided by state law.

To allow for public comment, questions, and general input on the annexation as proposed, the City Council has scheduled two (2) public hearings on this issue. The first public hearing will be held on **Thursday, November 29, 2012, at 7:00 PM** at a special called City Council meeting. The second will be held on **Thursday, December 6, 2012, at 7:00 PM**. Both public hearings will be held at the City Council Chambers, City Hall, 200 W. Willis, Leander, Texas. All interested parties are encouraged to attend and offer comment.

It is important that you have all the facts relating to these pending annexations and its potential impact on your property. I encourage you to contact our office to speak to staff with any questions or comments. Please contact me at (512) 528-2708.

Respectfully,

Jim Bechtol
Director of Development Services

City of Leander

Executive Summary

December 6, 2012

Council Agenda Subject: Second Public Hearing on the unilateral annexation of an area consisting of 268.17 acres, more or less, located in Williamson County, Texas, and generally located south of County Road 179, east of Ronald W Reagan Blvd, approximately 0.4 miles north of County Road 180, and west of County Road 175, including the abutting streets, roads, and rights-of-way. (Area H).

Background: The Resolution setting the two public hearings for November 29, 2012 and December 6, 2012 was approved by the City Council on October 18, 2012. The first reading of the Ordinance is scheduled for January 3, 2013 and the second reading of the Ordinance is scheduled for January 17, 2013. This is an involuntary annexation whereas the property is to be annexed involuntarily into the city limits. Per State Law those properties with agricultural or wildlife exemptions have been offered Development Agreements to allow continuation of the extraterritorial jurisdiction status until such time the status of the land changes. A Municipal Services Plan was also provided to all affected property owners.

Origination: Development Services Department

Attachments: Resolution

Schedule

Overall location map

Area "H" ownership map

Letter to landowners

Prepared by: Jim Bechtol, Director of Development Services

RESOLUTION NO. 12-024-00

A RESOLUTION OF THE CITY OF LEANDER, TEXAS, COMMENCING THE ANNEXATION OF NINE (9) AREAS OF LAND, INCLUDING THE ABUTTING STREETS, ROADWAYS, AND RIGHTS-OF-WAY; ALL AREAS BEING LOCATED IN WILLIAMSON COUNTY, TEXAS AND ARE 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 exhibits 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 10.01 acres, more or less, located in Williamson County, Texas, generally located west of Bagdad Road, south of the Falcon Oaks subdivision, and north of the Leander Public Library and being more particularly described and shown in Exhibit "A" attached hereto.

(2) Area B. All that certain parcel or tract of land containing 363.92 acres, more or less, located in Williamson County, Texas, generally located south of Hero Way, west of Ronald W Reagan Blvd, north of RM 2243, and east

of County Road 269 and being more particularly described and shown in Exhibit "A" attached hereto.

(3) Area C. All that certain parcel or tract of land containing 265.22 acres, more or less, located in Williamson County, Texas, generally located south of RM 2243, west of the Ridgmar Landing subdivision, north of County Road 271, and east of 183A and being more particularly described and shown in Exhibit "A" attached hereto.

(4) Area D. All that certain parcel or tract of land containing 213.40 acres, more or less, located in Williamson County, Texas, generally located west of Sections 2 and 3 of the Cold Springs subdivision, north of Blockhouse Creek, east of 183A, and south of E Crystal Falls Pkwy and being more particularly described and shown in Exhibit "A" attached hereto.

(5) Area E. All that certain parcel or tract of land containing 0.07 acres, more or less, located in Williamson County, Texas, generally located south of the Hazlewood subdivision, west of Ronald W Reagan Blvd, north of Blockhouse Creek, and approximately 1 mile east of 183A and being more particularly described and shown in Exhibit "A" attached hereto.

(6) Area F. All that certain parcel or tract of land containing 22.38 acres, more or less, located in Williamson County, Texas, generally located west of Ronald W Reagan Blvd, approximately 1.25 miles south of E Crystal Falls Pkwy, east of the Lakewood Country Estates subdivision, and approximately 0.4 miles north of County Road 180 and being more particularly described and shown in Exhibit "A" attached hereto.

(7) Area G. All that certain parcel or tract of land containing 115.35 acres, more or less, located in Williamson County, Texas, and generally located south of the Valley View subdivision, east of Ronald W Reagan Blvd, north of County Road 179, and west of County Road 175, and being more particularly described and shown in Exhibit "A" attached hereto.

(8) Area H. All that certain parcel or tract of land containing 268.17 acres, more or less, located in Williamson County, Texas, and generally located south of County Road 179, east of Ronald W Reagan Blvd, approximately 0.4 miles north of County Road 180, and west of County Road 175, and being more particularly described and shown in Exhibit "A" attached hereto.

(9) Area I. All that certain parcel or tract of land containing 30.79 acres, more or less, located in Williamson County, Texas, and generally located south of County Road 179, approximately 1 mile east of Ronald W Reagan Blvd, approximately 500 feet northwest of Acacia Drive, west of County Road 175, and being more particularly described and shown in Exhibit "A" attached hereto.

Two public hearings are set for the dates of November 29, 2012 and December 6, 2012. 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 18th day of October, 2012.

ATTEST:

Debbie Haile

Debbie Haile, City Secretary

CITY OF LEANDER, TEXAS

Christopher Fielder, Mayor

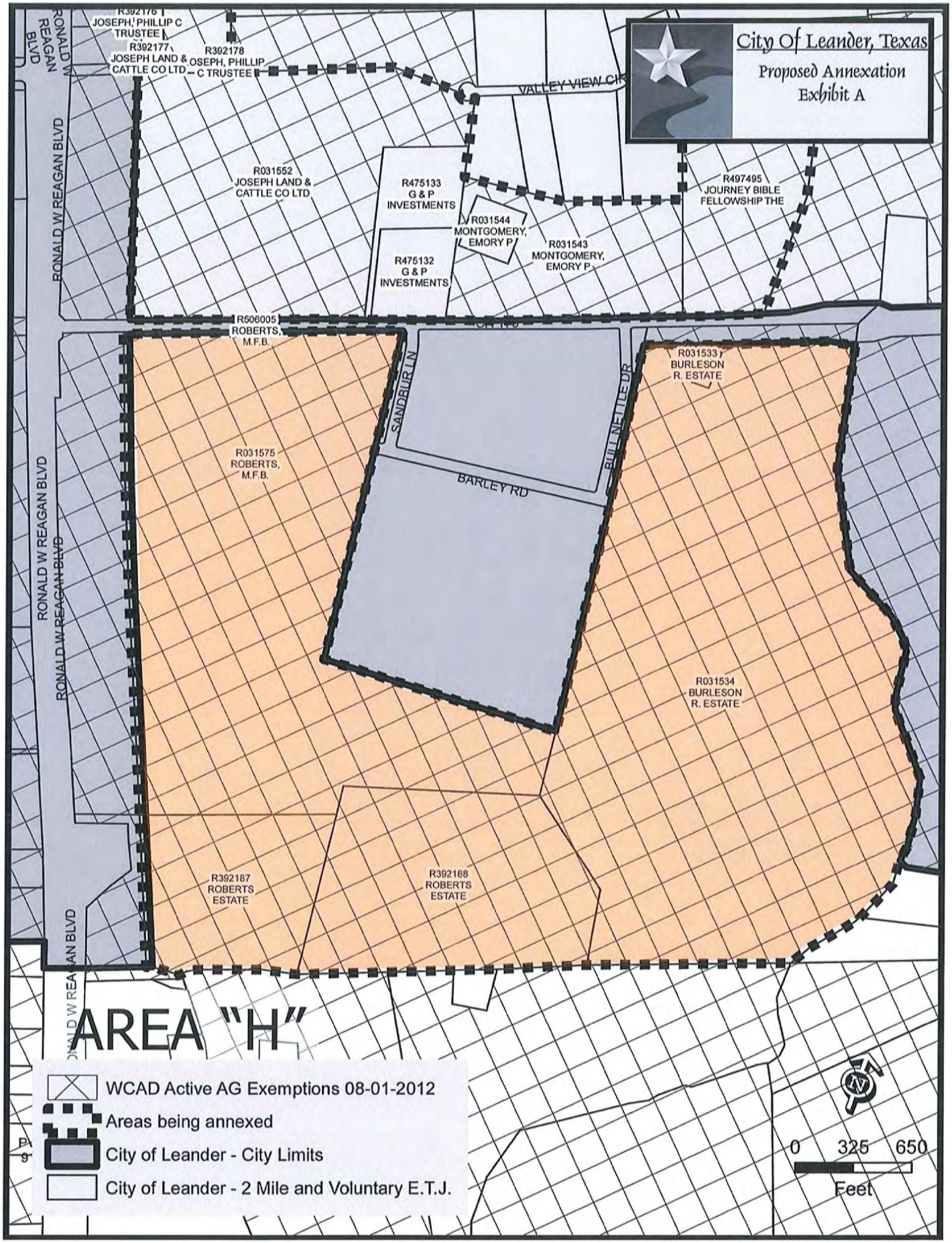
CITY OF LEANDER
ESTABLISHED 1882 INCORPORATED 1978
STATE OF TEXAS

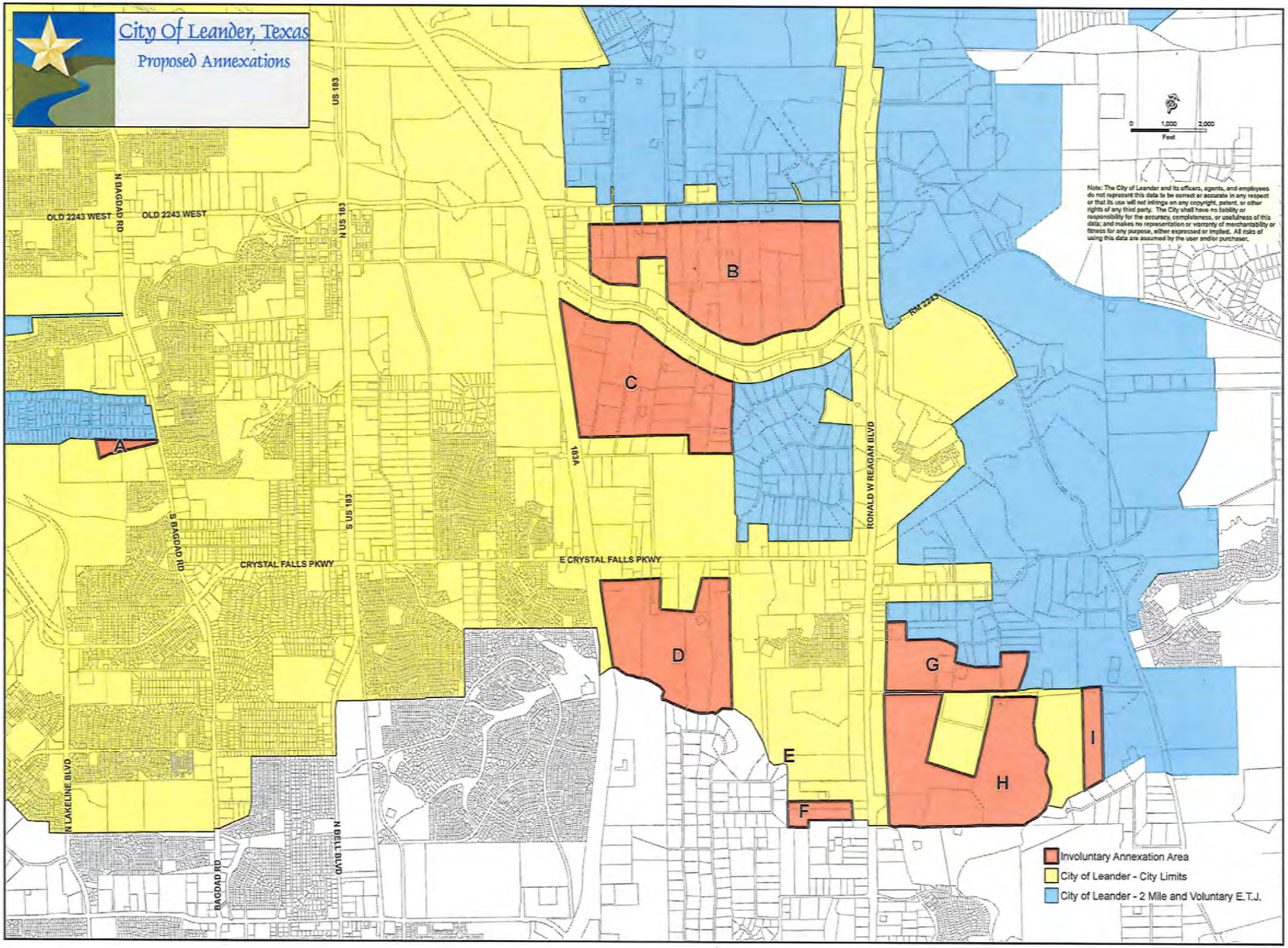
SCHEDULE FOR UNILATERAL ANNEXATIONS 2012

DATE	ACTION/EVENT	LEGAL AUTHORITY
October 18, 2012	**COUNCIL BY WRITTEN RESOLUTION** Directs notification to land owners; and sets two (2) Public Hearings: **November 29, 2012 and December 6, 2012**; 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 Oct. 26, 2012	**NOTICE TO** property owners & utility providers; offer Development Agreement to property owners	Loc. Gov't Code §§ 43.062(a), 43.035
Nov. 14, 2012* Publish notice of First Public Hearing **Nov. 21, 2012*** Publish notice of Second Public Hearings	**NEWSPAPER NOTICES** RE: FIRST AND SECOND PUBLIC HEARINGS; (If applicable Notice to Railroad) **SCHOOL DISTRICT NOTICE** (notify each school district of possible impact) POST NOTICE ON WEB SITE and MAINTAIN UNTIL COMPLETE	Not less than 10 days nor more than 20 days before 1st and 2nd public hearings. Loc. Gov't Code, § 43.063 (c).
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)
Nov. 29, 2012*	**1st PUBLIC HEARING** AND PRESENT SERVICE PLAN (Not more than 40 days before the 1st reading of ordinance) *SPECIAL CALLED MEETING*	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.063(a) & 43.065.
December 6, 2012*	**2nd PUBLIC HEARING** AND PRESENT SERVICE PLAN (At least 20 days before 1st reading of ordinance.) *REGULAR MEETING*	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.063(a) & 43.065.
Institution Date **January 3, 2013***	**FIRST READING** OF ORDINANCE *REGULAR MEETING*	Date of institution of proceedings. Not less than 20 days from the second public hearing nor more than 40 days from the first public hearing.
January 17, 2013 Or at a special called meeting after the First Reading	**SECOND-FINAL READING** OF ORDINANCE *REGULAR MEETING*	Not more than 90 days after 1st reading of Ordinance § 43.064.
January 31, 2013 Or as soon as documents are received from City	FILE FOR VOTING RIGHTS ACT **PRECLEARANCE**	42 U.S.C. §1973c; Loc. Gov't Code, §43.906;
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
Upon receipt of DOJ Preclearance or 60 days after DOJ's receives submission	**IMPLEMENT ANNEXATION** for voting purposes (Upon preclearance from Justice Dept.) **Send certified copy of ordinance and maps** to State Comptroller and any franchise holders	42 U.S.C. §1973c.
After DOJ Preclearance	**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	

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

***Newspaper notices to paper by 10 a.m. the preceding Friday**


City Of Leander, Texas
Proposed Annexation
Exhibit A
RONALD W REAGAN BLVD
R392176
JOSEPH, PHILLIP C
TRUSTEE
R392177
JOSEPH LAND &
CATTLE CO LTD
R392178
OSEPH, PHILLIP
C TRUSTEE
VALLEY VIEW CIR
R031552
JOSEPH LAND &
CATTLE CO LTD
R475133
G & P
INVESTMENTS
R031544
MONTGOMERY,
EMORY P
R031543
MONTGOMERY,
EMORY P
R475132
G & P
INVESTMENTS
R497495
JOURNEY BIBLE
FELLOWSHIP THE
R506005
ROBERTS,
M.F.B.
SANDBUR LN
BULLNETTLE DR
BARLEY RD
R031533
BURLESON
R. ESTATE
R031575
ROBERTS,
M.F.B.
R031534
BURLESON
R. ESTATE
R392187
ROBERTS
ESTATE
R392188
ROBERTS
ESTATE
AREA "H"
WCAD Active AG Exemptions 08-01-2012
Areas being annexed
City of Leander - City Limits
City of Leander - 2 Mile and Voluntary E.T.J.
0
325
650
Feet


City Of Leander, Texas
Proposed Annexations
US 183
N US 183
S US 183
N BAGDAD RD
S BAGDAD RD
BAGDAD RD
OLD 2243 WEST
OLD 2243 WEST
CRYSTAL FALLS PKWY
E CRYSTAL FALLS PKWY
183A
RONALD W REAGAN BLVD
RM 2243
N LAKELINE BLVD
N BELL BLVD
A
B
C
D
E
F
G
H
I
0 1,000 2,000
Feet
Note: The City of Leander and its officers, agents, and employees do not represent this data to be correct or accurate in any respect or that its use will not infringe on any copyright, patent, or other rights of any third party. The City shall have no liability or responsibility for the accuracy, completeness, or usefulness of this data; and makes no representation or warranty of merchantability or fitness for any purpose, either expressed or implied. All risks of using this data are assumed by the user and/or purchaser.
Involuntary Annexation Area
City of Leander - City Limits
City of Leander - 2 Mile and Voluntary E.T.J.

October 26, 2012

[Name]
[Address]

RE: Proposed Annexation

Dear Property Owner:

As you may already be aware, the City of Leander recently initiated the formal legislative process to expand its corporate boundaries by annexing parcels of land encompassing approximately 1289.31 acres, more or less, of land adjacent and contiguous to Leander's current city limits by involuntary annexation. The parcels are more particularly described in the descriptions and maps that are enclosed. You have been identified as an owner of record of property that will be affected by this annexation and will soon become part of the City of Leander. I am writing you today to be sure that you are properly informed of this fact and to briefly discuss some pertinent issues in this regard.

The Leander City Council has identified the need to create consistency and unity in regulation of future land use, platting and the provisions of municipal services as it relates to our growing and changing community. As a result, the City Council has initiated proceedings to close gaps in the city limits and make the city limits more uniform by annexing properties that are surrounded by the city limits or are bounded by the city limits on at least two sides.

The City Council has expressed a strong desire to protect and defend the interests of property owners – and to effectively manage growth and development in the areas commonly recognized as part of the Leander community. The application of City zoning, building, and land development regulations to any neighboring properties that are annexed as part of this process will, over the long term, help protect your property values. Most importantly, the annexation of holes or gaps in the City limits will provide uniformity in the provision of public safety services such as police, fire and EMS.

As a property owner, one issue that obviously comes to mind with an annexation is taxes. By becoming part of the City of Leander, your property will be annually assessed city property taxes. If you have an agricultural exemption, the exemption will not be affected. The City's proposed property tax rate for 2012-13 is $0.67042 per $100 valuation. However, your property will not be assessed City property taxes during 2013 as it will not be added to the tax rolls until January 1, 2014.

City services will be provided to your property in accordance with a *Municipal Services Plan* that will be formally adopted by City Council as part of this process. Included with this correspondence is a copy of a proposed *Municipal Services Plan* for your review.

If your land is appraised for ad valorem tax purposes as land for agricultural or wildlife management use under Subchapter C or D, Chapter 23, Tax Code, or as timber land under Subchapter E, Chapter 23, Tax Code, you are eligible to negotiate and enter a development agreement with the City (sample enclosed). Such an agreement provides for the continuation of the extraterritorial jurisdiction status of your land so long as the use of your land that entitles you to enter the agreement does not change. Should the use of your land change to a use other than agricultural, wildlife management or timber land, the agreement would automatically terminate and the land would be annexed into the City at such time, regardless of how the land is appraised for ad valorem tax purposes. Entering an agreement will authorize the enforcement of all regulations and planning authority of the City that do not interfere with the use of your land for agriculture, wildlife management, or timber land. Such regulations include building codes, nuisance regulations, animal control, and general health and sanitation regulations. If your property qualifies and you are interested in entering an agreement, please notify us at your earliest convenience. Acceptance of an agreement must be accomplished within thirty (30) days of the date this letter. Failure to notify the City will result in our understanding that the agreement has been declined.

Upon annexation, the land will be zoned to the "SFR-1-B" zoning district. Please note that this zoning designation allows for agricultural uses, including farming, ranching, pasturage and hunting. Such uses in existence at the time of annexation will be allowed to continue upon annexation. In addition, the *Municipal Services Plan* recognizes that the current uses of the property are grandfathered to the extent provided by state law.

To allow for public comment, questions, and general input on the annexation as proposed, the City Council has scheduled two (2) public hearings on this issue. The first public hearing will be held on **Thursday, November 29, 2012, at 7:00 PM** at a special called City Council meeting. The second will be held on **Thursday, December 6, 2012, at 7:00 PM**. Both public hearings will be held at the City Council Chambers, City Hall, 200 W. Willis, Leander, Texas. All interested parties are encouraged to attend and offer comment.

It is important that you have all the facts relating to these pending annexations and its potential impact on your property. I encourage you to contact our office to speak to staff with any questions or comments. Please contact me at (512) 528-2708.

Respectfully,

Jim Bechtol
Director of Development Services

Executive Summary

December 6, 2012

Council Agenda Subject: Second Public Hearing on the unilateral annexation of an area consisting of 30.79 acres, more or less, located in Williamson County, Texas, and generally located south of County Road 179, approximately 1 mile east of Ronald W Reagan Blvd, approximately 500 feet northwest of Acacia Dr, west of County Road 175, and including a portion of County Road 179, including the abutting streets, roads, and rights-of-way. (Area I).

Background: The Resolution setting the two public hearings for November 29, 2012 and December 6, 2012 was approved by the City Council on October 18, 2012. The first reading of the Ordinance is scheduled for January 3, 2013 and the second reading of the Ordinance is scheduled for January 17, 2013. This is an involuntary annexation whereas the property is to be annexed involuntarily into the city limits. Per State Law those properties with agricultural or wildlife exemptions have been offered Development Agreements to allow continuation of the extraterritorial jurisdiction status until such time the status of the land changes. A Municipal Services Plan was also provided to all affected property owners.

Origination: Development Services Department

Attachments: Resolution

Schedule

Overall location map

Area "I" ownership map

Letter to landowners

Prepared by: Jim Bechtol, Director of Development Services

RESOLUTION NO. 12-024-00

A RESOLUTION OF THE CITY OF LEANDER, TEXAS, COMMENCING THE ANNEXATION OF NINE (9) AREAS OF LAND, INCLUDING THE ABUTTING STREETS, ROADWAYS, AND RIGHTS-OF-WAY; ALL AREAS BEING LOCATED IN WILLIAMSON COUNTY, TEXAS AND ARE 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 exhibits 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 10.01 acres, more or less, located in Williamson County, Texas, generally located west of Bagdad Road, south of the Falcon Oaks subdivision, and north of the Leander Public Library and being more particularly described and shown in Exhibit "A" attached hereto.

(2) Area B. All that certain parcel or tract of land containing 363.92 acres, more or less, located in Williamson County, Texas, generally located south of Hero Way, west of Ronald W Reagan Blvd, north of RM 2243, and east

of County Road 269 and being more particularly described and shown in Exhibit "A" attached hereto.

(3) Area C. All that certain parcel or tract of land containing 265.22 acres, more or less, located in Williamson County, Texas, generally located south of RM 2243, west of the Ridgmar Landing subdivision, north of County Road 271, and east of 183A and being more particularly described and shown in Exhibit "A" attached hereto.

(4) Area D. All that certain parcel or tract of land containing 213.40 acres, more or less, located in Williamson County, Texas, generally located west of Sections 2 and 3 of the Cold Springs subdivision, north of Blockhouse Creek, east of 183A, and south of E Crystal Falls Pkwy and being more particularly described and shown in Exhibit "A" attached hereto.

(5) Area E. All that certain parcel or tract of land containing 0.07 acres, more or less, located in Williamson County, Texas, generally located south of the Hazlewood subdivision, west of Ronald W Reagan Blvd, north of Blockhouse Creek, and approximately 1 mile east of 183A and being more particularly described and shown in Exhibit "A" attached hereto.

(6) Area F. All that certain parcel or tract of land containing 22.38 acres, more or less, located in Williamson County, Texas, generally located west of Ronald W Reagan Blvd, approximately 1.25 miles south of E Crystal Falls Pkwy, east of the Lakewood Country Estates subdivision, and approximately 0.4 miles north of County Road 180 and being more particularly described and shown in Exhibit "A" attached hereto.

(7) Area G. All that certain parcel or tract of land containing 115.35 acres, more or less, located in Williamson County, Texas, and generally located south of the Valley View subdivision, east of Ronald W Reagan Blvd, north of County Road 179, and west of County Road 175, and being more particularly described and shown in Exhibit "A" attached hereto.

(8) Area H. All that certain parcel or tract of land containing 268.17 acres, more or less, located in Williamson County, Texas, and generally located south of County Road 179, east of Ronald W Reagan Blvd, approximately 0.4 miles north of County Road 180, and west of County Road 175, and being more particularly described and shown in Exhibit "A" attached hereto.

(9) Area I. All that certain parcel or tract of land containing 30.79 acres, more or less, located in Williamson County, Texas, and generally located south of County Road 179, approximately 1 mile east of Ronald W Reagan Blvd, approximately 500 feet northwest of Acacia Drive, west of County Road 175, and being more particularly described and shown in Exhibit "A" attached hereto.

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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 18th day of October, 2012.

ATTEST:

Debbie Haile

Debbie Haile, City Secretary

CITY OF LEANDER, TEXAS

Christopher Fielder, Mayor

CITY OF LEANDER
INCORPORATED 1978
ESTABLISHED 1882
STATE OF TEXAS

SCHEDULE FOR UNILATERAL ANNEXATIONS 2012

DATE	ACTION/EVENT	LEGAL AUTHORITY
October 18, 2012	**COUNCIL BY WRITTEN RESOLUTION** Directs notification to land owners; and sets two (2) Public Hearings: **November 29, 2012 and December 6, 2012**; 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 Oct. 26, 2012	**NOTICE TO** property owners & utility providers; offer Development Agreement to property owners	Loc. Gov't Code §§ 43.062(a), 43.035
Nov. 14, 2012* Publish notice of First Public Hearing **Nov. 21, 2012*** Publish notice of Second Public Hearings	**NEWSPAPER NOTICES** RE: FIRST AND SECOND PUBLIC HEARINGS; (If applicable Notice to Railroad) **SCHOOL DISTRICT NOTICE** (notify each school district of possible impact) POST NOTICE ON WEB SITE and MAINTAIN UNTIL COMPLETE	Not less than 10 days nor more than 20 days before 1st and 2nd public hearings. Loc. Gov't Code, § 43.063 (c).
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)
Nov. 29, 2012*	**1st PUBLIC HEARING** AND PRESENT SERVICE PLAN (Not more than 40 days before the 1st reading of ordinance) *SPECIAL CALLED MEETING*	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.063(a) & 43.065.
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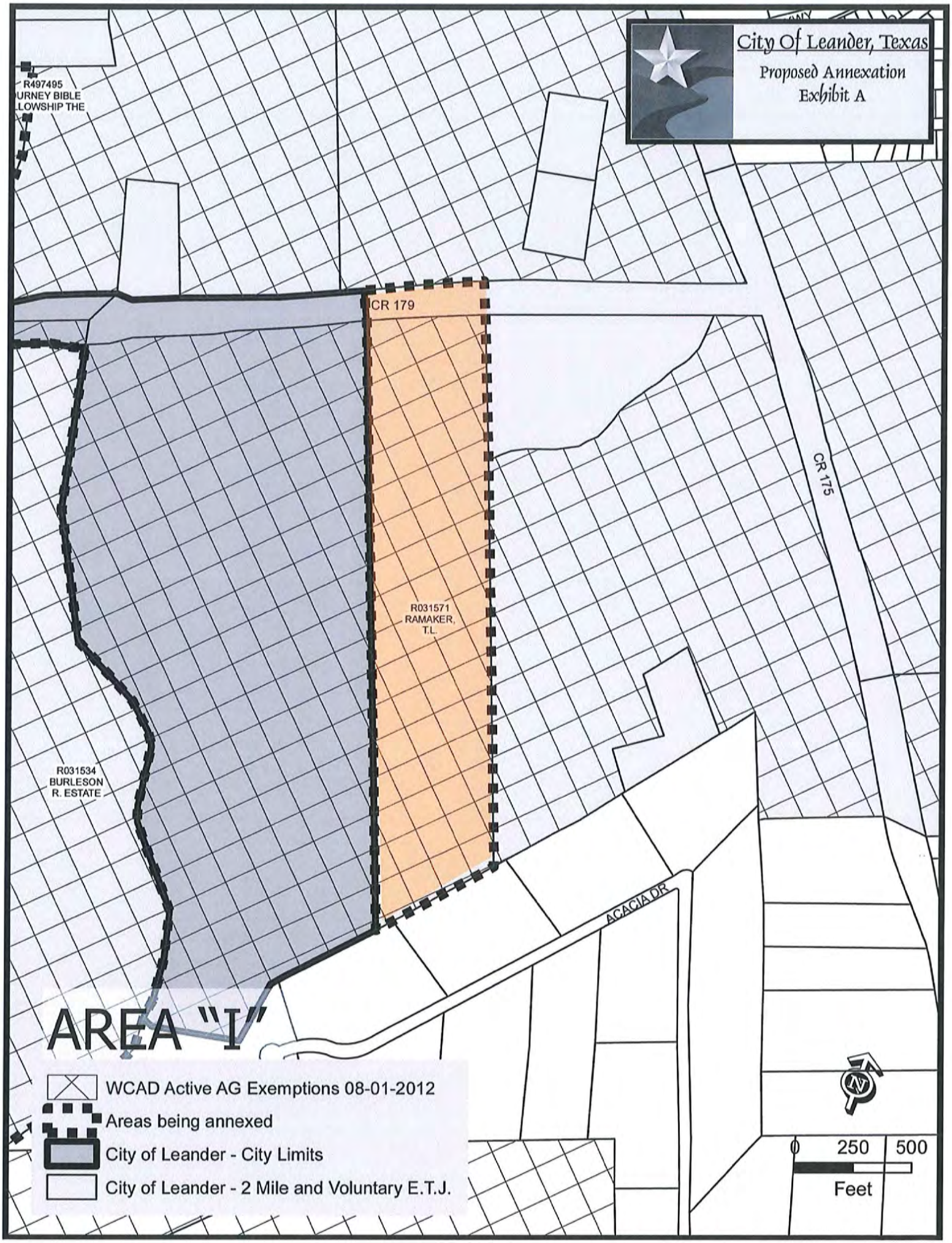
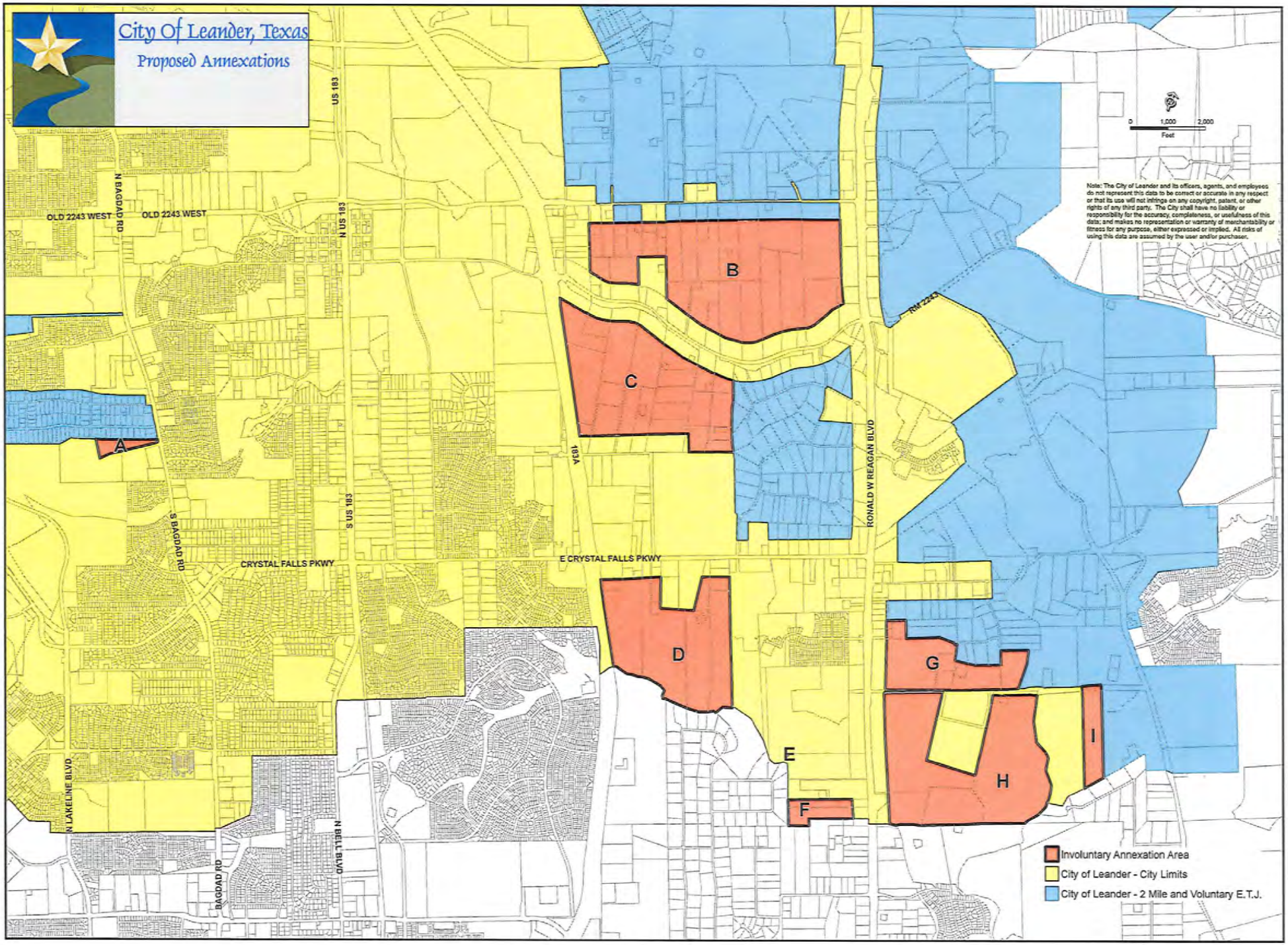
Institution Date **January 3, 2013***	**FIRST READING** OF ORDINANCE *REGULAR MEETING*	Date of institution of proceedings. Not less than 20 days from the second public hearing nor more than 40 days from the first public hearing.
January 17, 2013 Or at a special called meeting after the First Reading	**SECOND-FINAL READING** OF ORDINANCE *REGULAR MEETING*	Not more than 90 days after 1st reading of Ordinance § 43.064.
January 31, 2013 Or as soon as documents are received from City	FILE FOR VOTING RIGHTS ACT **PRECLEARANCE**	42 U.S.C. §1973c; Loc. Gov't Code, §43.906;
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
Upon receipt of DOJ Preclearance or 60 days after DOJ's receives submission	**IMPLEMENT ANNEXATION** for voting purposes (Upon preclearance from Justice Dept.) **Send certified copy of ordinance and maps** to State Comptroller and any franchise holders	42 U.S.C. §1973c.
After DOJ Preclearance	**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	

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

***Newspaper notices to paper by 10 a.m. the preceding Friday**


City Of Leander, Texas
Proposed Annexation
Exhibit A
R497495
URNEY BIBLE
LOWSHIP THE
CR 179
CR 175
R031571
RAMAKER,
T.L.
R031534
BURLESON
R. ESTATE
ACACIA DR
AREA "I"
WCAD Active AG Exemptions 08-01-2012
Areas being annexed
City of Leander - City Limits
City of Leander - 2 Mile and Voluntary E.T.J.
0
250
500
Feet


City Of Leander, Texas
Proposed Annexations
0 1,000 2,000
Feet
Note: The City of Leander and its officers, agents, and employees do not represent this data to be correct or accurate in any respect or that its use will not infringe on any copyright, patent, or other rights of any third party. The City shall have no liability or responsibility for the accuracy, completeness, or usefulness of this data; and makes no representation or warranty of merchantability or fitness for any purpose, either expressed or implied. All risks of using this data are assumed by the user and/or purchaser.
A
B
C
D
E
F
G
H
I
OLD 2243 WEST
OLD 2243 WEST
N BAGDAD RD
US 183
N US 183
S US 183
S BAGDAD RD
CRYSTAL FALLS PKWY
E CRYSTAL FALLS PKWY
183A
RONALD W REAGAN BLVD
RM 2243
N LAKELINE BLVD
BAGDAD RD
N BELL BLVD
Involuntary Annexation Area
City of Leander - City Limits
City of Leander - 2 Mile and Voluntary E.T.J.

October 26, 2012

[Name]
[Address]

RE: Proposed Annexation

Dear Property Owner:

As you may already be aware, the City of Leander recently initiated the formal legislative process to expand its corporate boundaries by annexing parcels of land encompassing approximately 1289.31 acres, more or less, of land adjacent and contiguous to Leander's current city limits by involuntary annexation. The parcels are more particularly described in the descriptions and maps that are enclosed. You have been identified as an owner of record of property that will be affected by this annexation and will soon become part of the City of Leander. I am writing you today to be sure that you are properly informed of this fact and to briefly discuss some pertinent issues in this regard.

The Leander City Council has identified the need to create consistency and unity in regulation of future land use, platting and the provisions of municipal services as it relates to our growing and changing community. As a result, the City Council has initiated proceedings to close gaps in the city limits and make the city limits more uniform by annexing properties that are surrounded by the city limits or are bounded by the city limits on at least two sides.

The City Council has expressed a strong desire to protect and defend the interests of property owners – and to effectively manage growth and development in the areas commonly recognized as part of the Leander community. The application of City zoning, building, and land development regulations to any neighboring properties that are annexed as part of this process will, over the long term, help protect your property values. Most importantly, the annexation of holes or gaps in the City limits will provide uniformity in the provision of public safety services such as police, fire and EMS.

As a property owner, one issue that obviously comes to mind with an annexation is taxes. By becoming part of the City of Leander, your property will be annually assessed city property taxes. If you have an agricultural exemption, the exemption will not be affected. The City's proposed property tax rate for 2012-13 is $0.67042 per $100 valuation. However, your property will not be assessed City property taxes during 2013 as it will not be added to the tax rolls until January 1, 2014.

City services will be provided to your property in accordance with a *Municipal Services Plan* that will be formally adopted by City Council as part of this process. Included with this correspondence is a copy of a proposed *Municipal Services Plan* for your review.

If your land is appraised for ad valorem tax purposes as land for agricultural or wildlife management use under Subchapter C or D, Chapter 23, Tax Code, or as timber land under Subchapter E, Chapter 23, Tax Code, you are eligible to negotiate and enter a development agreement with the City (sample enclosed). Such an agreement provides for the continuation of the extraterritorial jurisdiction status of your land so long as the use of your land that entitles you to enter the agreement does not change. Should the use of your land change to a use other than agricultural, wildlife management or timber land, the agreement would automatically terminate and the land would be annexed into the City at such time, regardless of how the land is appraised for ad valorem tax purposes. Entering an agreement will authorize the enforcement of all regulations and planning authority of the City that do not interfere with the use of your land for agriculture, wildlife management, or timber land. Such regulations include building codes, nuisance regulations, animal control, and general health and sanitation regulations. If your property qualifies and you are interested in entering an agreement, please notify us at your earliest convenience. Acceptance of an agreement must be accomplished within thirty (30) days of the date this letter. Failure to notify the City will result in our understanding that the agreement has been declined.

Upon annexation, the land will be zoned to the "SFR-1-B" zoning district. Please note that this zoning designation allows for agricultural uses, including farming, ranching, pasturage and hunting. Such uses in existence at the time of annexation will be allowed to continue upon annexation. In addition, the *Municipal Services Plan* recognizes that the current uses of the property are grandfathered to the extent provided by state law.

To allow for public comment, questions, and general input on the annexation as proposed, the City Council has scheduled two (2) public hearings on this issue. The first public hearing will be held on **Thursday, November 29, 2012, at 7:00 PM** at a special called City Council meeting. The second will be held on **Thursday, December 6, 2012, at 7:00 PM**. Both public hearings will be held at the City Council Chambers, City Hall, 200 W. Willis, Leander, Texas. All interested parties are encouraged to attend and offer comment.

It is important that you have all the facts relating to these pending annexations and its potential impact on your property. I encourage you to contact our office to speak to staff with any questions or comments. Please contact me at (512) 528-2708.

Respectfully,

Jim Bechtol
Director of Development Services

Executive Summary

December 6, 2012

Council Agenda Subject: Consideration of Award of Construction Contract for the County Road 179 Project

Background: Bids were received and opened on Thursday, November 15, 2012, for the County Road 179 Project. Six bid proposals were received, and Chasco Constructors, Ltd., is the overall low bidder with a bid total of $3,894,441.45 for the Base Bid, Additive Alternate No. 1, and Additive Alternate No. 2. The Base Bid includes construction of the roadway, bridge across Brushy Creek, drainage facilities, curb and gutter, ribbon curb, and permeable a concrete sidewalk on the south side of CR 179. Add Alternate No. 1 provides for street lights, while Add Alternate No. 2 is for installation of a traffic signal at the intersection of Reagan Boulevard and CR 179. The consultant's recommendation of award latter is attached.

This project is funded by the City of Leander, Leander Independent School District, and Williamson County through an Interlocal Agreement, which is attached. Also, attached is a County Road 179 Cost Summary, which shows the contributions already committed to the project and the additional funds needed to construct the project. As noted in the Cost Summary, funds will be required for utility relocations and materials testing during construction at estimated costs of $100,000 and $25,000, respectively.

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

Financial Consideration: $4,019,441.45 from Traffic Impact Fees Fund (GL# 12-01-8335)

Recommendation: Staff recommends award of the construction contract for the County Road 179 Project to Chasco Constructors, Ltd., in the amount of $3,894,441.45. Staff also requests approval of additional expenditures for utility relocation costs and materials testing of $100,000 and $25, 000, respectively.

Attachments: (1) Engineer's Recommendation of Award Letter, (2) Bid Tabulation, (3) Interlocal Agreement, and (4) County Road 179 Cost Summary

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

K FRIESE
& ASSOCIATES, INC.

November 27, 2012

Mr. Wayne Watts, P.E.
City Engineer
City of Leander
200 W. Willis St.
Leander, Texas 78641

RE: County Road 179

Dear Mr. Watts,

On November 15, 2012 at 2:00 PM bids were received and opened at 200 W. Willis Street, Leander, Texas for the County Road 179 project. Six bids were received as shown in the summary tabulation below. A detailed tabulation of unit price items is attached to this letter.

Chasco Constructors, LTD – $3,894,441.45
Capital Excavation Co. – $4,024,148.30
Cash Construction Co, Inc. – $4,404,586.00
RGM Constructors of Texas, LLC – $4,700,298.24
Joe Bland Construction, LP – $4,727,695.15
Aaron Concrete Contractors, LP – $4,747,194.70

Cash Contruction's bid contained a mathematical error of $6,000.00 and was corrected as Unit Price governs. Unit Price governs is the standard method of correcting bids for mathematical errors. This interpretation does not impact the order of the low bidders.

The low bidder was Chasco Constructors, LTD. We recommend that the contract be awarded to Chasco Constructors, LTD., in the amount of $3,894,441.45.

Should you have any questions, please feel free to contact me.

Sincerely,

Joseph D. Skidmore

Joseph D. Skidmore, PE
Project Manager

Attachments: Bid Tabulation

CITY OF LEANDER - COUNTY ROAD 17
BID TABULATION - NOVEMBER 15, 20

STATE OF TEXAS
JOSEPH D. SKIDMORE
85592
LICENSED

11/27/12

BIDDERS

				Chasco Constructors, LTD P.O. Box 1057 Round Rock, Texas 78680			Capital Excavation Co P.O. Box 1381 Austin, Texas 78767			Cash Construction Co P.O. Box 1279 Pflugerville, Texas 78660			RGM Constructors of Texas, LLC 15503 N IH-35 Pflugerville, Texas 78660			Joe Bland Construction, LP 13111 Dessau Road Austin, Texas 78754			Aaron Concrete Contractors, LP. P.O. Box 27107 Austin, Texas 78755 (512) 926-7326 #307		
				Addendum		Bid Bond	Addendum		Bid Bond	Addendum		Bid Bond	Addendum		Bid Bond	Addendum		Bid Bond	Addendum		Bid Bond
				1	2	Y	1	2	Y	1	2	Y	1	2	Y	1	2	Y	1	2	Y
				Y	Y		Y	Y		Y	Y		Y	Y		Y	Y		Y	Y	
BASE BID ITEMS																					
Item	Description		Qty	Unit Cost		Total Cost	Unit Cost		Total Cost	Unit Cost		Total Cost	Unit Cost		Total Cost	Unit Cost		Total Cost	Unit Cost		Total Cost
RDWY-1	PREPARING ROW	STA	73	$ 1,000.00		$73,000.00	$ 2,000.00		$146,000.00	$ 1,200.00		$87,600.00	$ 3,000.00		$219,000.00	$ 1,000.00		$73,000.00	$1,100.00		$80,300.00
RDWY-2	EXCAVATION (ROADWAY)	CY	16984	$ 7.50		$127,380.00	$ 10.00		$169,840.00	$ 10.50		$178,332.00	$ 14.00		$237,776.00	$ 4.00		$67,936.00	$7.00		$118,888.00
RDWY-3	EMBANKMENT (FINAL)(ORD COMP)(TY B)	CY	16157	$ 6.50		$105,020.50	$ 5.00		$80,785.00	$ 7.50		$121,177.50	$ 9.00		$145,413.00	$ 4.00		$64,628.00	$6.00		$96,942.00
RDWY-4	FL BS (CMP IN PLC)(TY A GR 4)(FNAL POS	CY	13594	$ 33.00		$448,602.00	$ 25.00		$339,850.00	$ 41.00		$557,354.00	$ 30.00		$407,820.00	$ 27.00		$367,038.00	$53.00		$720,482.00
RDWY-5	PRIME COAT (AE-P)	GAL	7253	$ 4.15		$30,099.95	$ 4.20		$30,462.60	$ 5.00		$36,265.00	$ 4.25		$30,825.25	$ 4.20		$30,462.60	$4.50		$32,638.50
RDWY-6	RIPRAP (MOW STRIP)(4 IN)	CY	14	$ 365.00		$5,110.00	$ 500.00		$7,000.00	$ 600.00		$8,400.00	$ 500.00		$7,000.00	$ 480.00		$6,720.00	$450.00		$6,300.00
RDWY-7	CONC CURB & GUTTER (TY II)	LF	2328	$ 11.00		$25,608.00	$ 15.00		$34,920.00	$ 12.00		$27,936.00	$ 13.00		$30,264.00	$ 23.00		$53,544.00	$13.00		$30,264.00
RDWY-8	RIBBON CURB	LF	12096	$ 6.75		$81,648.00	$ 6.00		$72,576.00	$ 9.00		$108,864.00	$ 9.00		$108,864.00	$ 9.60		$116,121.60	$7.00		$84,672.00
RDWY-9	DRIVEWAYS (CONC)	SY	179	$ 57.00		$10,203.00	$ 60.00		$10,740.00	$ 62.00		$11,098.00	$ 55.00		$9,845.00	$ 45.00		$8,055.00	$50.00		$8,950.00
RDWY-10	DRIVEWAYS (ACP)(TYPE 2)	SY	803	$ 40.00		$32,120.00	$ 28.00		$22,484.00	$ 45.00		$36,135.00	$ 48.00		$38,544.00	$ 45.00		$36,135.00	$30.00		$24,090.00
RDWY-11	CONC SIDEWALKS (4")	SY	1192	$ 34.00		$40,528.00	$ 25.00		$29,800.00	$ 35.00		$41,720.00	$ 44.00		$52,448.00	$ 26.00		$30,992.00	$70.00		$83,440.00
RDWY-12	CONC SIDEWALKS (PERM CONC) (4")	SY	4326	$ 53.00		$229,278.00	$ 50.00		$216,300.00	$ 66.00		$285,516.00	$ 62.00		$268,212.00	$ 60.00		$259,560.00	$50.00		$216,300.00
RDWY-13	CURB RAMPS (TY 1)	EA	13	$ 950.00		$12,350.00	$ 800.00		$10,400.00	$ 1,100.00		$14,300.00	$ 1,100.00		$14,300.00	$ 1,100.00		$14,300.00	$1,100.00		$14,300.00
RDWY-14	CURB RAMPS (TY 2)	EA	1	$ 1,350.00		$1,350.00	$ 1,000.00		$1,000.00	$ 1,800.00		$1,800.00	$ 1,100.00		$1,100.00	$ 1,400.00		$1,400.00	$1,200.00		$1,200.00
RDWY-15	CURB RAMPS (TY 7)	EA	4	$ 1,125.00		$4,500.00	$ 800.00		$3,200.00	$ 1,000.00		$4,000.00	$ 1,100.00		$4,400.00	$ 1,000.00		$4,000.00	$900.00		$3,600.00
RDWY-16	MTL W-BEAM GD FEN (TIM POST)	LF	100	$ 22.00		$2,200.00	$ 24.00		$2,400.00	$ 23.00		$2,300.00	$ 24.00		$2,400.00	$ 24.00		$2,400.00	$18.00		$1,800.00
RDWY-17	MTL BEAM GD FEN TRANS (TL2)	EA	4	$ 1,000.00		$4,000.00	$ 900.00		$3,600.00	$ 1,100.00		$4,400.00	$ 900.00		$3,600.00	$ 685.00		$2,740.00	$800.00		$3,200.00
RDWY-18	GUARDRAIL END TREATMENT (INSTALL)	EA	4	$ 2,200.00		$8,800.00	$ 1,800.00		$7,200.00	$ 2,200.00		$8,800.00	$ 1,850.00		$7,400.00	$ 2,128.00		$8,512.00	$2,400.00		$9,600.00
RDWY-19	D-GR HMA(METH) TY-B PG64-22	TON	6125	$ 68.00		$416,500.00	$ 69.00		$422,625.00	$ 70.00		$428,750.00	$ 70.00		$428,750.00	$ 66.76		$408,905.00	$73.00		$447,125.00
RDWY-20	D-GR HMA(METH) TY-C PG64-22	TON	3989	$ 71.00		$283,219.00	$ 73.00		$291,197.00	$ 80.00		$319,120.00	$ 71.00		$283,219.00	$ 78.06		$311,361.34	$75.00		$299,175.00
RDWY-21	MAILBOX ASSEMBLIES	EA	8	$ 175.00		$1,400.00	$ 250.00		$2,000.00	$ 300.00		$2,400.00	$ 225.00		$1,800.00	$ 500.00		$4,000.00	$280.00		$2,240.00
RDWY-22	STEEL CASING PIPE (60-IN DIA) (OPEN CUT)	LF	100	$ 490.00		$49,000.00	$ 600.00		$60,000.00	$ 300.00		$30,000.00	$ 485.00		$48,500.00	$ 600.00		$60,000.00	$460.00		$46,000.00
RDWY-23	ADJUST WATER VALVE TO GRADE	EA	4	$ 325.00		$1,300.00	$ 700.00		$2,800.00	$ 100.00		$400.00	$ 1,000.00		$4,000.00	$ 700.00		$2,800.00	$310.00		$1,240.00
RDWY-24	RELOCATE FIRE HYDRANT	EA	1	$ 4,700.00		$4,700.00	$ 4,000.00		$4,000.00	$ 2,500.00		$2,500.00	$ 4,500.00		$4,500.00	$ 3,200.00		$3,200.00	$5,000.00		$5,000.00
RDWY-25	MANHOLE ADJUSTMENT TO GRADE	EA	10	$ 360.00		$3,600.00	$ 900.00		$9,000.00	$ 200.00		$2,000.00	$ 1,200.00		$12,000.00	$ 1,500.00		$15,000.00	$700.00		$7,000.00
RDWY-26	EXTEND EXISTING 12-IN CL 350 DI WATER LINE	LF	20	$ 280.00		$5,600.00	$ 500.00		$10,000.00	$ 300.00		$6,000.00	$ 280.00		$5,600.00	$ 150.00		$3,000.00	$160.00		$3,200.00
BRDG-1	DRILL SHAFT (18 IN)	LF	82	$ 75.00		$6,150.00	$ 100.00		$8,200.00	$ 100.00		$8,200.00	$ 75.00		$6,150.00	$ 77.00		$6,314.00	$77.00		$6,314.00
BRDG-2	DRILL SHAFT (36 IN)	LF	338	$ 135.00		$45,630.00	$ 150.00		$50,700.00	$ 200.00		$67,600.00	$ 150.00		$50,700.00	$ 126.00		$42,588.00	$180.00		$60,840.00
BRDG-3	CL C CONC (ABUT)	CY	79	$ 584.00		$46,136.00	$ 600.00		$47,400.00	$ 800.00		$63,200.00	$ 850.00		$67,150.00	$ 1,050.00		$82,950.00	$800.00		$63,200.00
BRDG-4	CL C CONC (BENT)	CY	39	$ 920.00		$35,880.00	$ 700.00		$27,300.00	$ 750.00		$29,250.00	$ 1,000.00		$39,000.00	$ 1,800.00		$70,200.00	$800.00		$31,200.00
BRDG-5	CL S CONC (BRIDGE SDWLK)	CY	61	$ 300.00		$18,300.00	$ 400.00		$24,400.00	$ 360.00		$21,960.00	$ 325.00		$19,825.00	$ 150.00		$9,150.00	$400.00		$24,400.00
BRDG-6	CL S CONC (APPR SLAB)	CY	95	$ 305.00		$28,975.00	$ 400.00		$38,000.00	$ 360.00		$34,200.00	$ 410.00		$38,950.00	$ 325.00		$30,875.00	$400.00		$38,000.00
BRDG-7	REINF CONC SLAB	SF	9745	$ 15.80		$153,971.00	$ 12.00		$116,940.00	$ 15.00		$146,175.00	$ 18.00		$175,410.00	$ 18.50		$180,282.50	$18.00		$175,410.00
BRDG-8	PRESTR CONC GIRDER (TX40)	LF	1113	$ 133.00		$148,029.00	$ 120.00		$133,560.00	$ 160.00		$178,080.00	$ 150.00		$166,950.00	$ 300.00		$333,900.00	$190.00		$211,470.00
BRDG-9	CONC SURF TREAT (CLASS I)	SY	1066	$ 2.75		$2,931.50	$ 1.00		$1,066.00	$ 2.00		$2,132.00	$ 1.25		$1,332.50	$ 0.75		$799.50	$3.00		$3,198.00
BRDG-10	RIPRAP (STONE PROTECTION)(18 IN)	CY	550	$ 72.00		$39,600.00	$ 69.00		$37,950.00	$ 55.00		$30,250.00	$ 80.00		$44,000.00	$ 68.76		$37,818.00	$130.00		$71,500.00
BRDG-11	STRUCTURAL STEEL(MISCELLANEOUS BRIDGE)	LB	1836	$ 4.50		$8,262.00	$ 4.00		$7,344.00	$ 5.00		$9,180.00	$ 7.00		$12,852.00	$ 5.50		$10,098.00	$5.60		$10,281.60
BRDG-12	STRUCTURAL STEEL(MISC NON-BRIDGE)	LB	280	$ 14.00		$3,920.00	$ 12.00		$3,360.00	$ 13.00		$3,640.00	$ 23.00		$6,440.00	$ 21.30		$5,964.00	$15.00		$4,200.00
BRDG-13	RAIL (TY T203)	LF	384	$ 116.00		$44,544.00	$ 85.00		$32,640.00	$ 140.00		$53,760.00	$ 150.00		$57,600.00	$ 86.00		$33,024.00	$150.00		$57,600.00
PM-1	INSTL DEL ASSM (D-SW)SZ 1(FLX)GF2	EA	10	$ 36.00		$360.00	$ 35.00		$350.00	$ 40.00		$400.00	$ 40.00		$400.00	$ 22.00		$220.00	$40.00		$400.00
PM-2	INSTL OM ASSM (OM-2X)(WC) GND	EA	6	$ 77.00		$462.00	$ 75.00		$450.00	$ 80.00		$480.00	$ 80.00		$480.00	$ 39.00		$234.00	$40.00		$240.00
PM-3	REFL PAV MRK TY I (W) 4" (BRK)(090MIL)	LF	248	$ 0.55		$136.40	$ 0.50		$124.00	$ 0.50		$124.00	$ 0.55		$136.40	$ 0.50		$124.00	$0.60		$148.80
PM-4	REFL PAV MRK TY I (W) 4" (SLD)(090MIL)	LF	14148	$ 0.45		$6,366.60	$ 0.40		$5,659.20	$ 0.50		$7,074.00	$ 0.45		$6,366.60	$ 0.42		$5,942.16	$0.50		$7,074.00
PM-5	REFL PAV MRK TY I (W) 8" (SLD)(090MIL)	LF	682	$ 0.85		$579.70	$ 0.80		$545.60	$ 1.00		$682.00	$ 0.85		$579.70	$ 0.80		$545.60	$0.90		$613.80
PM-6	REFL PAV MRK TY I (W) 12"(SLD)(090MIL)	LF	790	$ 2.45		$1,935.50	$ 2.40		$1,896.00	$ 2.00		$1,580.00	$ 2.50		$1,975.00	$ 2.35		$1,856.50	$2.60		$2,054.00
PM-7	REFL PAV MRK TY I (W) 24"(SLD)(090MIL)	LF	163	$ 5.35		$872.05	$ 5.20		$847.60	$ 6.00		$978.00	$ 5.25		$855.75	$ 5.20		$847.60	$5.80		$945.40
PM-8	REFL PAV MRK TY I (Y) 4" (BRK)(090MIL)	LF	2988	$ 0.55		$1,643.40	$ 0.50		$1,494.00	$ 0.50		$1,494.00	$ 0.55		$1,643.40	$ 0.50		$1,494.00	$0.60		$1,792.80
PM-9	REFL PAV MRK TY I (Y) 4" (SLD)(090MIL)	LF	15511	$ 0.50		$7,755.50	$ 0.50		$7,755.50	$ 0.50		$7,755.50	$ 0.50		$7,755.50	$ 0.45		$6,979.95	$0.50		$7,755.50
PM-10	REFL PAV MRK TY I (Y) 24"(SLD)(090MIL)	LF	455	$ 4.65		$2,115.75	$ 4.50		$2,047.50	$ 5.00		$2,275.00	$ 4.55		$2,070.25	$ 4.50		$2,047.50	$5.00		$2,275.00
PM-11	REF PAV MRK TY II (W) (ARROW)	EA	7	$ 35.00		$245.00	$ 34.00		$238.00	$ 40.00		$280.00	$ 35.00		$245.00	$ 34.00		$238.00	$38.00		$266.00
PM-12	REF PAV MRK TY II (W) (BIKE ARROW)	EA	13	$ 31.00		$403.00	$ 30.00		$390.00	$ 35.00		$455.00	$ 35.00		$455.00	$ 30.00		$390.00	$34.00		$442.00
PM-13	REF PAV MRK TY II (W) (BIKE SYMBOL)	EA	13	$ 40.00		$520.00	$ 39.00		$507.00	$ 45.00		$585.00	$ 45.00		$585.00	$ 39.00		$507.00	$44.00		$572.00
PM-14	REF PAV MRK TY II (W) (WORD)	EA	7	$ 41.00		$287.00	$ 40.00		$280.00	$ 45.00		$315.00	$ 45.00		$315.00	$ 40.00		$280.00	$45.00		$315.00
PM-15	REFL PAV MRKR TY I-C	EA	33	$ 6.00		$198.00	$ 6.00		$198.00	$ 6.00		$198.00	$ 5.55		$183.15	$ 5.50		$181.50	$6.00		$198.00
PM-16	REFL PAV MRKR TY II-A-A	EA	184	$ 6.00		$1,104.00	$ 6.00		$1,104.00	$ 6.00		$1,104.00	$ 5.55		$1,021.20	$ 5.50		$1,012.00	$6.00		$1,104.00
PM-17	ALUMINUM SIGNS (TY A)	SF	20	$ 13.00		$260.00	$ 46.00		$920.00	$ 10.00		$200.00	$ 11.00		$220.00	$ 9.82		$196.40	$60.00		$1,200.00
PM-18	IN SM RD SN SUP&AM TYTWT(1)UA(P)	EA	7	$ 465.00		$3,255.00	$ 450.00		$3,150.00	$ 8.00		$56.00	$ 475.00		$3,325.00	$ 276.00		$1,932.00	$500.00		$3,500.00

CITY OF LEANDER - COUNTY ROAD 179
BID TABULATION - NOVEMBER 15, 2012

				BIDDERS															
				Chasco Constructors, LTD P.O. Box 1057 Round Rock, Texas 78680			Capital Excavation Co P.O. Box 1301 Austin, Texas 78767			Cash Construction Co P.O. Box 1279 Pflugerville, Texas 78660			RGM Constructors of Texas, LLC 15603 N IH-35 Pflugerville, Texas 78660			Joe Bland Construction, LP 13111 Dessau Road Austin, Texas 78754			Aaron Concrete Contractors, LP. P.O. Box 27107 Austin, Texas 78755 (512) 926-7326 #307		
				Addendum		Bid Bond	Addendum		Bid Bond	Addendum		Bid Bond	Addendum		Bid Bond	Addendum		Bid Bond	Addendum		Bid Bond
				1	2	Y	1	2	Y	1	2	Y	1	2	Y	1	2	Y	1	2	Y
				Y	Y		Y	Y		Y	Y		Y	Y		Y	Y		Y	Y	
BASE BID ITEMS																					
Item	Description	Unit	Qty	Unit Cost		Total Cost	Unit Cost		Total Cost	Unit Cost		Total Cost	Unit Cost		Total Cost	Unit Cost		Total Cost	Unit Cost		Total Cost
TCP-1	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	12	$ 2,100.00		$25,200.00	$ 2,000.00		$24,000.00	$ 1,600.00		$19,200.00	$ 7,000.00		$84,000.00	$ 7,000.00		$84,000.00	$1,100.00		$13,200.00
TCP-2	PORT CTB (FUR & INST)(LOW PROF)(TY 1)	LF	60	$ 20.00		$1,200.00	$ 40.00		$2,400.00	$ 40.00		$2,400.00	$ 21.00		$1,260.00	$ 41.00		$2,460.00	$20.00		$1,200.00
TCP-3	PORT CTB (FUR & INST)(LOW PROF)(TY 2)	LF	40	$ 25.00		$1,000.00	$ 40.00		$1,600.00	$ 40.00		$1,600.00	$ 22.00		$880.00	$ 41.00		$1,640.00	$20.00		$800.00
TCP-4	PORT CTB (REMOVE)(LOW PROF)(TY 1)	LF	60	$ 20.00		$1,200.00	$ 40.00		$2,400.00	$ 40.00		$2,400.00	$ 16.00		$960.00	$ 10.00		$600.00	$20.00		$1,200.00
TCP-5	PORT CTB (REMOVE)(LOW PROF)(TY 2)	LF	40	$ 25.00		$1,000.00	$ 40.00		$1,600.00	$ 40.00		$1,600.00	$ 16.00		$640.00	$ 10.00		$400.00	$20.00		$800.00
TCP-6	D-GR HMA(METH) TY-C PG64-22	TON	13.3	$ 260.00		$3,458.00	$ 265.00		$3,524.50	$ 250.00		$3,325.00	$ 305.00		$4,056.50	$ 250.00		$3,325.00	$110.00		$1,463.00
TCP-7	WK ZN PAV MRK NON-REMOV (Y) 4" (SLD)	LF	13184	$ 0.45		$5,932.80	$ 0.40		$5,273.60	$ 0.50		$6,592.00	$ 0.45		$5,932.80	$ 0.40		$5,273.60	$0.50		$6,592.00
TCP-8	WK ZN PAV MRK REMOV (Y) 4" (SLD)	LF	400	$ 1.05		$420.00	$ 1.00		$400.00	$ 1.00		$400.00	$ 1.00		$400.00	$ 1.00		$400.00	$1.10		$440.00
TCP-9	ELIM EXT PAV MRK & MRKS (4")	LF	446	$ 1.05		$468.30	$ 1.00		$446.00	$ 1.00		$446.00	$ 1.00		$446.00	$ 1.00		$446.00	$1.10		$490.60
TCP-10	CMP (GAL STL 36 IN)	LF	10	$ 190.00		$1,900.00	$ 180.00		$1,800.00	$ 160.00		$1,600.00	$ 125.00		$1,250.00	$ 130.00		$1,300.00	$90.00		$900.00
DRN-1	REMOVING CONC (RIPRAP)	SY	523	$ 10.00		$5,230.00	$ 10.00		$5,230.00	$ 15.00		$7,845.00	$ 7.00		$3,661.00	$ 20.00		$10,460.00	$41.00		$21,443.00
DRN-2	D-GR HMA(METH) TY-A PG64-22	TON	205	$ 125.00		$25,625.00	$ 84.00		$17,220.00	$ 220.00		$45,100.00	$ 86.00		$17,630.00	$ 210.00		$43,050.00	$126.00		$25,830.00
DRN-3	RAIL (HANDRAIL)(TY E)	LF	273	$ 80.00		$21,840.00	$ 100.00		$27,300.00	$ 100.00		$27,300.00	$ 110.00		$30,030.00	$ 118.00		$32,214.00	$105.00		$28,665.00
DRN-4	CONC BOX CULV (5 FT X 4 FT)	LF	148	$ 215.00		$31,820.00	$ 250.00		$37,000.00	$ 245.00		$36,260.00	$ 225.00		$33,300.00	$ 325.00		$48,100.00	$195.00		$28,860.00
DRN-5	CONC BOX CULV (6 FT X 4 FT)	LF	264	$ 243.00		$64,152.00	$ 300.00		$79,200.00	$ 290.00		$76,560.00	$ 290.00		$76,560.00	$ 345.00		$91,080.00	$230.00		$60,720.00
DRN-6	CONC BOX CULV (8 FT X 4 FT)	LF	158	$ 307.00		$48,506.00	$ 400.00		$63,200.00	$ 370.00		$58,460.00	$ 385.00		$60,830.00	$ 500.00		$79,000.00	$330.00		$52,140.00
DRN-7	RC PIPE (CL III)(18 IN)	LF	851	$ 37.00		$31,857.00	$ 50.00		$43,050.00	$ 60.00		$51,660.00	$ 75.00		$64,575.00	$ 65.00		$55,965.00	$40.00		$34,440.00
DRN-8	RC PIPE (CL III)(24 IN)	LF	211	$ 55.00		$11,605.00	$ 65.00		$13,715.00	$ 82.00		$17,302.00	$ 95.00		$20,045.00	$ 142.00		$29,962.00	$53.00		$11,183.00
DRN-9	RC PIPE (CL III)(30 IN)	LF	174	$ 54.00		$9,396.00	$ 70.00		$12,180.00	$ 110.00		$19,140.00	$ 100.00		$17,400.00	$ 90.00		$15,660.00	$65.00		$11,310.00
DRN-10	RC PIPE (CL III)(36 IN)	LF	162	$ 75.00		$12,150.00	$ 90.00		$14,580.00	$ 120.00		$19,440.00	$ 135.00		$21,870.00	$ 120.00		$19,440.00	$85.00		$13,770.00
DRN-11	RC PIPE (CL III)(48 IN)	LF	354	$ 110.00		$38,940.00	$ 130.00		$46,020.00	$ 190.00		$67,260.00	$ 160.00		$56,640.00	$ 170.00		$60,180.00	$130.00		$46,020.00
DRN-12	RC PIPE (CL IV)(12 IN)	LF	84	$ 120.00		$10,080.00	$ 70.00		$5,880.00	$ 58.00		$4,872.00	$ 115.00		$9,660.00	$ 125.00		$10,500.00	$36.00		$3,024.00
DRN-13	MANH (COMPL)(JUNCT BOX)(TY M)	EA	1	$ 6,100.00		$6,100.00	$ 7,000.00		$7,000.00	$ 8,000.00		$8,000.00	$ 8,000.00		$8,000.00	$ 11,000.00		$11,000.00	$3,900.00		$3,900.00
DRN-14	WINGWALL (PW)(HW=6 FT)	EA	5	$ 8,350.00		$41,750.00	$ 7,000.00		$35,000.00	$ 17,000.00		$85,000.00	$ 21,500.00		$107,500.00	$ 7,700.00		$38,500.00	$20,000.00		$100,000.00
DRN-15	WINGWALL (PW)(HW=7 FT)	EA	1	$ 8,750.00		$8,750.00	$ 8,000.00		$8,000.00	$ 15,000.00		$15,000.00	$ 24,500.00		$24,500.00	$ 9,500.00		$9,500.00	$17,000.00		$17,000.00
DRN-16	SET (TY II)(12 IN)(RCP)(4:1)(C)	EA	8	$ 550.00		$4,400.00	$ 800.00		$6,400.00	$ 700.00		$5,600.00	$ 1,500.00		$12,000.00	$ 900.00		$7,200.00	$580.00		$4,640.00
DRN-17	SET (TY II)(18 IN)(RCP)(4:1)(C)	EA	3	$ 750.00		$2,250.00	$ 800.00		$2,400.00	$ 1,200.00		$3,600.00	$ 1,700.00		$5,100.00	$ 1,100.00		$3,300.00	$680.00		$2,040.00
DRN-18	SET (TY II)(18 IN)(RCP)(5:1)(C)	EA	12	$ 1,000.00		$12,000.00	$ 900.00		$10,800.00	$ 1,500.00		$18,000.00	$ 1,800.00		$21,600.00	$ 2,020.00		$24,240.00	$750.00		$9,000.00
DRN-19	SET (TY II)(24 IN)(RCP)(6:1)(C)	EA	8	$ 1,400.00		$11,200.00	$ 1,000.00		$8,000.00	$ 1,700.00		$13,600.00	$ 2,000.00		$16,000.00	$ 2,370.00		$18,960.00	$870.00		$6,960.00
DRN-20	SET (TY II)(30 IN)(RCP)(6:1)(C)	EA	2	$ 2,200.00		$4,400.00	$ 1,600.00		$3,200.00	$ 2,500.00		$5,000.00	$ 2,200.00		$4,400.00	$ 4,400.00		$8,800.00	$1,400.00		$2,800.00
DRN-21	REMOV STR (BOX CULVERT)	LF	48	$ 200.00		$9,600.00	$ 500.00		$24,000.00	$ 100.00		$4,800.00	$ 275.00		$13,200.00	$ 1,000.00		$48,000.00	$56.00		$2,688.00
DRN-22	COA 10' CURB INLET	EA	8	$ 3,100.00		$24,800.00	$ 5,000.00		$40,000.00	$ 5,500.00		$44,000.00	$ 6,000.00		$48,000.00	$ 4,000.00		$32,000.00	$4,200.00		$33,600.00
EC-1	FURNISHING AND PLACING TOPSOIL (4")	SY	33707	$ 1.20		$40,448.40	$ 0.75		$25,280.25	$ 1.00		$33,707.00	$ 1.25		$42,133.75	$ 2.95		$99,435.65	$1.00		$33,707.00
EC-2	CELL FBR MLCH SEED(PERM)(RURAL)(CLAY)	SY	33707	$ 0.25		$8,426.75	$ 0.15		$5,056.05	$ 0.30		$10,112.10	$ 0.20		$6,741.40	$ 0.18		$6,067.26	$0.30		$10,112.10
EC-3	CELL FBR MLCH SEED(TEMP)(WARM)	SY	16854	$ 0.20		$3,370.80	$ 0.15		$2,528.10	$ 0.20		$3,370.80	$ 0.18		$3,033.72	$ 0.18		$3,033.72	$0.20		$3,370.80
EC-4	CELL FBR MLCH SEED(TEMP)(COOL)	SY	16854	$ 0.20		$3,370.80	$ 0.15		$2,528.10	$ 0.20		$3,370.80	$ 0.18		$3,033.72	$ 0.18		$3,033.72	$0.20		$3,370.80
EC-5	VEGETATIVE WATERING	MG	1011	$ 14.00		$14,154.00	$ 10.00		$10,110.00	$ 25.00		$25,275.00	$ 21.75		$21,989.25	$ 20.00		$20,220.00	$50.00		$50,550.00
EC-6	RIPRAP (CONC)(5 IN)	CY	5	$ 450.00		$2,250.00	$ 550.00		$2,750.00	$ 400.00		$2,000.00	$ 575.00		$2,875.00	$ 350.00		$1,750.00	$400.00		$2,000.00
EC-7	RIPRAP (STONE PROTECTION)(12 IN)	CY	112	$ 100.00		$11,200.00	$ 75.00		$8,400.00	$ 60.00		$6,720.00	$ 76.00		$8,512.00	$ 100.00		$11,200.00	$130.00		$14,560.00
EC-8	RIPRAP (STONE PROTECTION)(18 IN)	CY	25	$ 100.00		$2,500.00	$ 75.00		$1,875.00	$ 60.00		$1,500.00	$ 78.00		$1,950.00	$ 100.00		$2,500.00	$130.00		$3,250.00
EC-9	ROCK FILTER DAMS (INSTALL) (TY 1)	LF	433	$ 11.50		$4,979.50	$ 18.00		$7,794.00	$ 18.00		$7,794.00	$ 18.00		$7,794.00	$ 17.50		$7,577.50	$21.00		$9,093.00
EC-10	ROCK FILTER DAMS (REMOVE)	LF	433	$ 9.00		$3,897.00	$ 5.00		$2,165.00	$ 2.00		$866.00	$ 5.00		$2,165.00	$ 5.00		$2,165.00	$9.00		$3,897.00
EC-11	CONSTRUCTION EXITS (INSTALL) (TY 1)	SY	3	$ 25.00		$75.00	$ 420.00		$1,260.00	$ 2,000.00		$6,000.00	$ 20.00		$60.00	$ 10.80		$32.40	$60.00		$180.00
EC-12	CONSTRUCTION EXITS (REMOVE)	SY	3	$ 25.00		$75.00	$ 170.00		$510.00	$ 200.00		$600.00	$ 8.00		$24.00	$ 4.50		$13.50	$60.00		$180.00
EC-13	TEMPORARY SEDIMENT CONTROL FENCE	LF	6083	$ 1.75		$10,645.25	$ 1.90		$11,557.70	$ 2.50		$15,207.50	$ 1.90		$11,557.70	$ 1.85		$11,253.55	$2.00		$12,166.00
MOB-1	MOBILIZATION (5% OF CONSTRUCTION)	LS	1	$ 158,000.00		$158,000.00	$ 350,000.00		$350,000.00	$ 116,000.80		$116,000.80	$ 225,000.00		$225,000.00	$ 474,800.00		$474,800.00	$350,000.00		$350,000.00
	Total - Base Bid			$3,359,566.45			$3,531,629.30			$3,906,716.00			$4,201,847.54			$4,264,859.65			$4,180,011.70		

ADD ALTERNATE #1 - INSTALL ROADWAY ILLUMINATION

ILL-1	DRILL SHAFT (RDWY ILL POLE) (30 IN)	LF	298	$ 170.00		$50,660.00	$ 170.00		$50,660.00	$ 200.00		$59,600.00	$ 168.00		$50,064.00	$ 160.00		$47,680.00	$ 180.00		$53,640.00
ILL-2	RIPRAP (CONC) (CL B) (4")	CY	0.7	$ 900.00		$630.00	$ 750.00		$525.00	$ 1,100.00		$770.00	$ 516.00		$361.20	$ 750.00		$525.00	$ 630.00		$441.00
ILL-3	INS RD IL-AM (TY SA) 25S-6 (0.25 KW) S	EA	49	$ 2,000.00		$98,000.00	$ 1,200.00		$58,800.00	$ 1,500.00		$73,500.00	$ 1,500.00		$73,500.00	$ 1,200.00		$58,800.00	$ 2,200.00		$107,800.00
ILL-4	CONDT (PVC) (SCHD 80) (2")	LF	14260	$ 8.00		$114,080.00	$ 9.00		$128,340.00	$ 6.00		$85,560.00	$ 9.00		$128,340.00	$ 8.25		$117,645.00	$ 8.40		$119,784.00
ILL-5	CONDT (PVC) (SCHD 80) (2") (BORE)	LF	625	$ 21.00		$13,125.00	$ 42.00		$26,250.00	$ 25.00		$15,625.00	$ 40.00		$25,000.00	$ 40.00		$25,000.00	$ 23.00		$14,375.00
ILL-6	ELEC CONDR (NO. 8) BARE	LF	14510	$ 1.10		$15,961.00	$ 0.80		$11,608.00	$ 1.00		$14,510.00	$ 0.75		$10,882.50	$ 0.75		$10,882.50	$ 1.10		$15,961.00
ILL-7	ELEC CONDR (NO. 8) INSULATED	LF	29020	$ 1.20		$34,824.00	$ 0.80		$23,216.00	$ 1.00		$29,020.00	$ 0.75		$21,765.00	$ 0.75		$21,765.00	$ 1.30		$37,726.00
ILL-8	GROUND BOX TY D (162922) W/APRON	EA	2	$ 850.00		$1,700.00	$ 800.00		$1,600.00	$ 900.00		$1,800.00	$ 780.00		$1,560.00	$ 780.00		$1,560.00	$ 900.00		$1,800.00

CITY OF LEANDER - COUNTY ROAD 179
BID TABULATION - NOVEMBER 15, 2012

				BIDDERS													
				Chasco Constructors, LTD P.O. Box 1057 Round Rock, Texas 78680			Capital Excavation Co P.O. Box 1381 Austin, Texas 78767			Cash Construction Co P.O. Box 1279 Pflugerville, Texas 78660			RGM Constructors of Texas, LLC 15603 N IH-35 Pflugerville, Texas 78660			Joe Gland Construction, LP 13111 Dessau Road Austin, Texas 78754			Aaron Concrete Contractors, LP. P.O. Box 27107 Austin, Texas 78755 (512) 926-7326 #307		
				Addendum		Bid Bond	Addendum		Bid Bond	Addendum		Bid Bond	Addendum		Bid Bond	Addendum		Bid Bond	Addendum		Bid Bond
				1	2	Y	1	2	Y	1	2	Y	1	2	Y	1	2	Y	1	2	Y
				Y	Y		Y	Y		Y	Y		Y	Y		Y	Y		Y	Y	
BASE BID ITEMS																					
Item	Description	Unit	Qty	Unit Cost		Total Cost	Unit Cost		Total Cost	Unit Cost		Total Cost	Unit Cost		Total Cost	Unit Cost		Total Cost	Unit Cost		Total Cost
ILL-9	ELC SRV TY A 240/480 060 (NS) AL (E) TP (U)	EA	2	$ 5,500.00		$11,000.00	$ 5,000.00		$10,000.00	$ 6,000.00		$12,000.00	$ 4,100.00		$8,200.00	$ 4,100.00		$8,200.00	$ 5,700.00		$11,400.00
	Total - Add Alternate #1			$339,930.00			$310,999.00			$292,365.00			$319,672.70			$292,057.50			$362,927.00		
	ADD ALTERNATE #2 - INSTALL TRAFFIC SIGNAL																				
SIG-1	DRILL SHAFT (TRF SIG POLE) (24 IN)	LF	54	$ 114.00		$6,156.00	$ 160.00		$8,640.00	$ 100.00		$5,400.00	$ 150.00		$8,100.00	$ 150.00		$8,100.00	$ 120.00		$6,480.00
SIG-2	DRILL SHAFT (TRF SIG POLE) (36 IN)	LF	44	$ 230.00		$10,120.00	$ 260.00		$11,440.00	$ 300.00		$13,200.00	$ 250.00		$11,000.00	$ 250.00		$11,000.00	$ 250.00		$11,000.00
SIG-3	CONDT (PVC) (SCHD 40) (2")	LF	235	$ 8.00		$1,880.00	$ 17.00		$3,995.00	$ 18.00		$4,230.00	$ 16.00		$3,760.00	$ 16.00		$3,760.00	$ 8.00		$1,880.00
SIG-4	CONDT (PVC) (SCHD 40) (2") (BORE)	LF	450	$ 19.00		$8,550.00	$ 25.00		$11,250.00	$ 20.00		$9,000.00	$ 23.00		$10,350.00	$ 23.00		$10,350.00	$ 20.00		$9,000.00
SIG-5	CONDT (PVC) (SCHD 40) (3")	LF	105	$ 11.00		$1,155.00	$ 16.00		$1,680.00	$ 25.00		$2,625.00	$ 15.00		$1,575.00	$ 15.00		$1,575.00	$ 11.00		$1,155.00
SIG-6	CONDT (PVC) (SCHD 40) (3") (BORE)	LF	730	$ 24.00		$17,520.00	$ 25.00		$18,250.00	$ 30.00		$21,900.00	$ 23.00		$16,790.00	$ 23.00		$16,790.00	$ 25.00		$18,250.00
SIG-7	CONDT (PVC) (SCHD 40) (4")	LF	45	$ 16.00		$720.00	$ 25.00		$1,125.00	$ 40.00		$1,800.00	$ 25.00		$1,125.00	$ 25.00		$1,125.00	$ 16.00		$720.00
SIG-8	ELEC CONDR (NO. 6) BARE	LF	40	$ 1.60		$64.00	$ 2.00		$80.00	$ 1.00		$40.00	$ 1.20		$48.00	$ 1.20		$48.00	$ 1.70		$68.00
SIG-9	ELEC CONDR (NO. 6) INSULATED	LF	80	$ 1.75		$140.00	$ 2.00		$160.00	$ 1.50		$120.00	$ 1.20		$96.00	$ 1.20		$96.00	$ 1.80		$144.00
SIG-10	ELEC CONDR (NO. 8) BARE	LF	1530	$ 1.10		$1,683.00	$ 1.00		$1,530.00	$ 1.00		$1,530.00	$ 0.95		$1,453.50	$ 0.95		$1,453.50	$ 1.10		$1,683.00
SIG-11	ELEC CONDR (NO. 8) INSULATED	LF	1000	$ 1.20		$1,200.00	$ 1.00		$1,000.00	$ 1.00		$1,000.00	$ 0.90		$900.00	$ 0.90		$900.00	$ 1.20		$1,200.00
SIG-12	GROUND BOX TY C (162911) W/APRON	EA	2	$ 800.00		$1,600.00	$ 800.00		$1,600.00	$ 800.00		$1,600.00	$ 750.00		$1,500.00	$ 750.00		$1,500.00	$ 830.00		$1,660.00
SIG-13	GROUND BOX TY D (162922) W/APRON	EA	5	$ 850.00		$4,250.00	$ 800.00		$4,000.00	$ 900.00		$4,500.00	$ 760.00		$3,800.00	$ 760.00		$3,800.00	$ 890.00		$4,450.00
SIG-14	ELC SRV TY D 120/240 100 (NS)AL(E)SP(O	EA	1	$ 5,500.00		$5,500.00	$ 4,000.00		$4,000.00	$ 5,000.00		$5,000.00	$ 3,600.00		$3,600.00	$ 3,600.00		$3,600.00	$ 5,800.00		$5,800.00
SIG-15	INSTALL HWY TRF SIG (ISOLATED)	EA	1	$ 21,000.00		$21,000.00	$ 20,000.00		$20,000.00	$ 17,000.00		$17,000.00	$ 19,500.00		$19,500.00	$ 19,500.00		$19,500.00	$ 22,000.00		$22,000.00
SIG-16	BACK PLATE (12 IN) (3 SEC)	EA	11	$ 110.00		$1,210.00	$ 50.00		$550.00	$ 60.00		$660.00	$ 46.00		$506.00	$ 46.00		$506.00	$ 115.00		$1,265.00
SIG-17	BACK PLATE (12 IN) (5 SEC)	EA	2	$ 125.00		$250.00	$ 70.00		$140.00	$ 75.00		$150.00	$ 67.00		$134.00	$ 67.00		$134.00	$ 130.00		$260.00
SIG-18	VEH SIG SEC (12 IN) LED (GRN ARW)	EA	4	$ 275.00		$1,100.00	$ 260.00		$1,040.00	$ 300.00		$1,200.00	$ 250.00		$1,000.00	$ 250.00		$1,000.00	$ 290.00		$1,160.00
SIG-19	VEH SIG SEC (12 IN) LED (GRN)	EA	11	$ 285.00		$3,135.00	$ 270.00		$2,970.00	$ 300.00		$3,300.00	$ 260.00		$2,860.00	$ 260.00		$2,860.00	$ 300.00		$3,300.00
SIG-20	VEH SIG SEC (12 IN) LED (YEL ARW)	EA	4	$ 295.00		$1,180.00	$ 300.00		$1,200.00	$ 300.00		$1,200.00	$ 270.00		$1,080.00	$ 270.00		$1,080.00	$ 305.00		$1,220.00
SIG-21	VEH SIG SEC (12 IN) LED (YEL)	EA	11	$ 285.00		$3,135.00	$ 300.00		$3,300.00	$ 300.00		$3,300.00	$ 260.00		$2,860.00	$ 260.00		$2,860.00	$ 300.00		$3,300.00
SIG-22	VEH SIG SEC (12 IN) LED (RED ARW)	EA	2	$ 270.00		$540.00	$ 300.00		$600.00	$ 300.00		$600.00	$ 240.00		$480.00	$ 240.00		$480.00	$ 280.00		$560.00
SIG-23	VEH SIG SEC (12 IN) LED (RED)	EA	11	$ 270.00		$2,970.00	$ 300.00		$3,300.00	$ 300.00		$3,300.00	$ 250.00		$2,750.00	$ 250.00		$2,750.00	$ 280.00		$3,080.00
SIG-24	TRF SIG CBL (TY A) (14 AWG) (5 CONDR)	LF	3745	$ 1.60		$5,992.00	$ 1.00		$3,745.00	$ 2.00		$7,490.00	$ 1.15		$4,306.75	$ 1.15		$4,306.75	$ 1.70		$6,366.50
SIG-25	TRF SIG CBL (TY A) (14 AWG) (7 CONDR)	LF	1430	$ 1.80		$2,574.00	$ 2.00		$2,860.00	$ 2.00		$2,860.00	$ 1.45		$2,073.50	$ 1.45		$2,073.50	$ 1.90		$2,717.00
SIG-26	TRF SIG CBL (TY C) (14 AWG) (2 CONDR)	LF	2465	$ 1.20		$2,958.00	$ 1.00		$2,465.00	$ 2.00		$4,930.00	$ 0.85		$2,095.25	$ 0.85		$2,095.25	$ 1.30		$3,204.50
SIG-27	INS TRF SIG PL AM(S) 1 ARM (40') LUM	EA	1	$ 7,800.00		$7,800.00	$ 6,000.00		$6,000.00	$ 7,000.00		$7,000.00	$ 6,200.00		$6,200.00	$ 6,200.00		$6,200.00	$ 8,100.00		$8,100.00
SIG-28	INS TRF SIG PL AM(S) 1 ARM (48')	EA	1	$ 7,500.00		$7,500.00	$ 7,000.00		$7,000.00	$ 6,000.00		$6,000.00	$ 6,700.00		$6,700.00	$ 6,700.00		$6,700.00	$ 7,700.00		$7,700.00
SIG-29	INS TRF SIG PL AM(S) 2 ARM (44-36')LUM	EA	1	$ 12,000.00		$12,000.00	$ 10,000.00		$10,000.00	$ 11,000.00		$11,000.00	$ 9,600.00		$9,600.00	$ 9,600.00		$9,600.00	$ 12,600.00		$12,600.00
SIG-30	PED POLE ASSEMBLY	EA	9	$ 1,250.00		$11,250.00	$ 800.00		$7,200.00	$ 1,800.00		$16,200.00	$ 770.00		$6,930.00	$ 770.00		$6,930.00	$ 1,300.00		$11,700.00
SIG-31	PED DETECT (2 INCH PUSH BTN)	EA	12	$ 310.00		$3,720.00	$ 300.00		$3,600.00	$ 300.00		$3,600.00	$ 280.00		$3,360.00	$ 280.00		$3,360.00	$ 300.00		$3,600.00
SIG-32	VIVDS PROCESSOR SYSTEM	EA	1	$ 11,000.00		$11,000.00	$ 8,000.00		$8,000.00	$ 12,000.00		$12,000.00	$ 7,300.00		$7,300.00	$ 7,300.00		$7,300.00	$ 11,600.00		$11,600.00
SIG-33	VIVDS CAMERA ASSEMBLY	EA	6	$ 1,700.00		$10,200.00	$ 1,700.00		$10,200.00	$ 1,300.00		$7,800.00	$ 1,600.00		$9,600.00	$ 1,600.00		$9,600.00	$ 1,800.00		$10,800.00
SIG-34	VIVDS SET-UP SYSTEM	EA	1	$ 1,000.00		$1,000.00	$ 300.00		$300.00	$ 500.00		$500.00	$ 310.00		$310.00	$ 310.00		$310.00	$ 1,100.00		$1,100.00
SIG-35	VIVDS COMMUNICATION CABLE (COAXIAL)	LF	1515	$ 3.00		$4,545.00	$ 2.00		$3,030.00	$ 3.00		$4,545.00	$ 1.45		$2,196.75	$ 1.45		$2,196.75	$ 3.20		$4,848.00
SIG-36	EMERGENCY PREEMPTION PHASE SELECTOR (4-CHAN)	EA	1	$ 3,200.00		$3,200.00	$ 2,000.00		$2,000.00	$ 3,000.00		$3,000.00	$ 2,100.00		$2,100.00	$ 2,100.00		$2,100.00	$ 3,300.00		$3,300.00
SIG-37	EMERGENCY PREEMPTION DETECTOR (UNI-DIREC)	EA	4	$ 750.00		$3,000.00	$ 700.00		$2,800.00	$ 800.00		$3,200.00	$ 640.00		$2,560.00	$ 640.00		$2,560.00	$ 770.00		$3,080.00
SIG-38	EMERGENCY PREEMPTION DETECTOR CABLE (3/C #20 W/ DRAIN WIRE	LF	1035	$ 2.80		$2,898.00	$ 2.00		$2,070.00	$ 3.00		$3,105.00	$ 1.95		$2,018.25	$ 1.95		$2,018.25	$ 3.00		$3,105.00
SIG-39	LED COUNTDOWN PED SIGNAL MODULE	EA	12	$ 850.00		$10,200.00	$ 700.00		$8,400.00	$ 800.00		$9,600.00	$ 680.00		$8,160.00	$ 680.00		$8,160.00	$ 900.00		$10,800.00
	Total - Add Alternate #2			$194,895.00			$191,520.00			$205,485.00			$170,778.00			$170,778.00			$204,256.00		
	Total Amount Bid			$3,894,441.45			$4,024,148.30			$4,404,586.00			$4,692,298.24			$4,727,695.15			$4,747,194.70		

Denotes Mathematical Error on Original Bid Form

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is made and entered into effective the date of the last entity to sign below, among WILLIAMSON COUNTY (the "County), the CITY OF LEANDER, TEXAS (the "City"), and LEANDER INDEPENDENT SCHOOL DISTRICT (the "District"), all political subdivisions of the State of Texas and are sometimes collectively referred to as "the Parties".

WITNESSETH:

WHEREAS, V.T.C.A., Government Code, Chapter 791, the Texas Interlocal Cooperation Act, provides that any one or more public agencies may contract with each other for the performance of governmental functions and for the joint use of facilities or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties; and

WHEREAS, the City, the County, and the District now desire to cooperate in the cost sharing of the funding of improvements to County Road 179 from Ronald Reagan Blvd. to County Road 175, as shown on Exhibit "A", attached hereto (the "Project"), the District offering its participation because the Project will benefit property owned by the District immediately adjacent to the Project;

WHEREAS, the total estimated cost of the entire Project (the "Project Costs"), including Design, engineering, surveying, geotechnical, environmental, right-of-way acquisition, Construction, and construction testing estimated to be $3,600,000; and

WHEREAS, the County has committed to providing a total funding towards the Project in the amount of $1,500,000 and the City and District have committed the remaining funds necessary to complete the Project as set forth below; and

WHEREAS, the City has agreed to annex that portion of the Project not currently within its city limits;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties agree as follows:

I.
Definitions

The term "Design" for the purposes of this agreement means engineering, surveying, geotechnical, environmental and any other professional or technical service required to produce bidding documents, plans and specifications for the Project.

The term "Right-of-Way" acquisition means all engineering, surveying, appraisal, legal, title company and other services required to acquire in fee simple the parcels of land necessary to construct the Project.

The term "Construction" means the provision of all materials, equipment, labor, surveying, mitigation expenses, testing and inspection necessary to construct the Project according to the plans and specifications approved by the City.

II.
County Obligations

The County commits to funding ONE MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS ($1,500,000) for the Project. Within thirty (30) calendar days of the award of a contract for the Project, the County shall deposit $500,000 into a fund to be established and administered by the City (the "Construction Fund"). Within six months after the award of a contract, the County shall deposit an additional $500,000 into the Construction Fund. The remaining $500,000 shall be deposited in to the Construction Fund upon the earlier of (i) twelve months after the contract award or (ii) notification by the City of reaching substantial completion of the Project.

In the event that the costs incurred by the City for the Project Costs exceed the estimated project costs, then the City and the District (and not the County) shall bear sole responsibility for completing the Project as set forth below (i.e., through additional funding or through design alternatives).

The County is not liable for, and it shall be the City's sole responsibility, at its own cost and expense, to pay for all Design, Construction, and additional Right-of-Way costs, if necessary, related to the Project. The County will allow the City to use and modify, if necessary, existing design and engineering plans prepared by the County.

The County agrees to convey all Project right-of-way to the City within thirty (30) days after the award of the contract.

III.
City and District Obligations and Agreement

The City agrees to annex all of the property within the Project and to maintain CR 179 after the Project is complete.

The City agrees to serve as Project Manager and administer all aspects of Design for the Project including consultant selection with approval by City staff, preparation of construction plans, competitive bidding, construction and inspection of the Project. All professional services for the Project including but not limited to the Engineering Consultant shall be procured in accordance with all applicable State laws.

The City shall design the Project and obtain competitive bids for the construction of the Project. The design shall be subject to the reasonable approval by the District. All Project Costs in excess of the County's $1,500,000 contribution shall be shared proportionately by the City and the District (and not the County) in a ratio of 64% for the City and 36% for the District (the "District's Share"). However, if the District's Share under such formula would exceed $800,000, then the City and District will meet to discuss alternatives. The City and District must

either agree on how to fund the additional Project Costs, and/or they must agree on design alternatives that will reduce the Project Costs.

The District shall, within 30 days of the award of a contract for the Project, deposit $400,000 into a fund to be established and administered by the City (the "Construction Fund"). Within six months after the award of a contract, the District shall deposit $200,000.00 into the Construction Fund. The remaining portion of the District's Share shall be deposited in to the Construction Fund upon the earlier of (i) twelve months after the contract award or (ii) notification by the City of reaching substantial completion of the Project. Any overruns that would cause the District's Share to exceed $800,000.00 must be approved in writing in advance by the District. Any unused funds paid by the District shall be returned to the District (for example, for unused contingency or negative quantity adjustments in the contract) upon completion of the Project.

The District and the City agree that some of the funds being used by the City for their share of Project Costs may be funds already required to be deposited with the City by the District for other transportation projects. The District and the City agree that if the City does use these funds, that the District shall never be required to deposit any additional funds for those transportation projects, and that the District's obligation on those transportation projects has been met. Specifically, those transportation projects are as follows: (i) CR 272 Boundary Street improvements ($420,000); (ii) CR 179 Roadway improvements ($2,500); (iii) LISD MS8 TIA Roadway Improvements ($67,600); (iv) CR 179 TIA improvements ($154,572); (v) Benbrook TIA improvements ($456,746); and (vi) Bagdad Rd. Boundary Street Improvements ($308,000). The City agrees to continue to pursue construction of these transportation projects as funding becomes available. The City also agrees that upon performance of this Agreement, that all obligations under the permitted construction documents for Middle School 8 have been satisfied.

In an effort to foster closer relations between governmental entities, the City and the District further desire to resolve a claim made by the City against the District for certain amounts that had been under billed by Leander and credits given the District for all overbilling on certain accounts, regarding water meters and water usage by the District during a ten year period ending in March 2010 (collectively the "Water Services Issue"). The City and the District hereby compromise and settle any and all claims or causes of action whatsoever with respect to, regarding, or growing out of the Water Services Issue, and mutually release each other from any and all claims whatsoever with respect to the Water Services Issue.

IV.

Miscellaneous

The City agrees that the County and the District and their duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of the City which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The City agrees that the County and the District shall have access during normal working hours to all necessary City facilities and shall be provided adequate and appropriate work space in order to

conduct audits in compliance with the provisions of this section. County or District shall give the City reasonable advance notice of intended audits.

The parties agree that in the event any provision of this Agreement is held by a court of competent jurisdiction to be in contradiction of any laws of the State or the United states, the parties will immediately rectify the offending portions of this Agreement. The remainder of the Agreement shall be in full force and effect.

This Agreement constitutes the entire agreement between the parties hereto, and supersedes all their oral and written negotiations, agreements and understandings of every kind. The parties understand, agree and declare that no promise, warranty, statement or representation of any kind whatsoever, which is not expressly stated in this Agreement, has been made by any party hereto or its officers, employees or other agents to induce execution of this Agreement.

This Agreement shall terminate if a contract for the Project is not awarded by the City within two years after the Parties execute this Agreement.

The Project is not a joint venture between the City, the County, and the District.

This Agreement shall be performable in Williamson County, Texas.

Executed this _____day of November, 2011

Dan A. Gattis, County Judge
Williamson County, Texas

ATTEST:

Nancy Rister, County Clerk

Executed this 17th day of November, 2011

John Cowman, Mayor
City of Leander, Texas

ATTEST:

City Secretary

Executed this _____ day of November, 2011

Will Streit, President
Leander Independent School District

Russell Bundy, Secretary

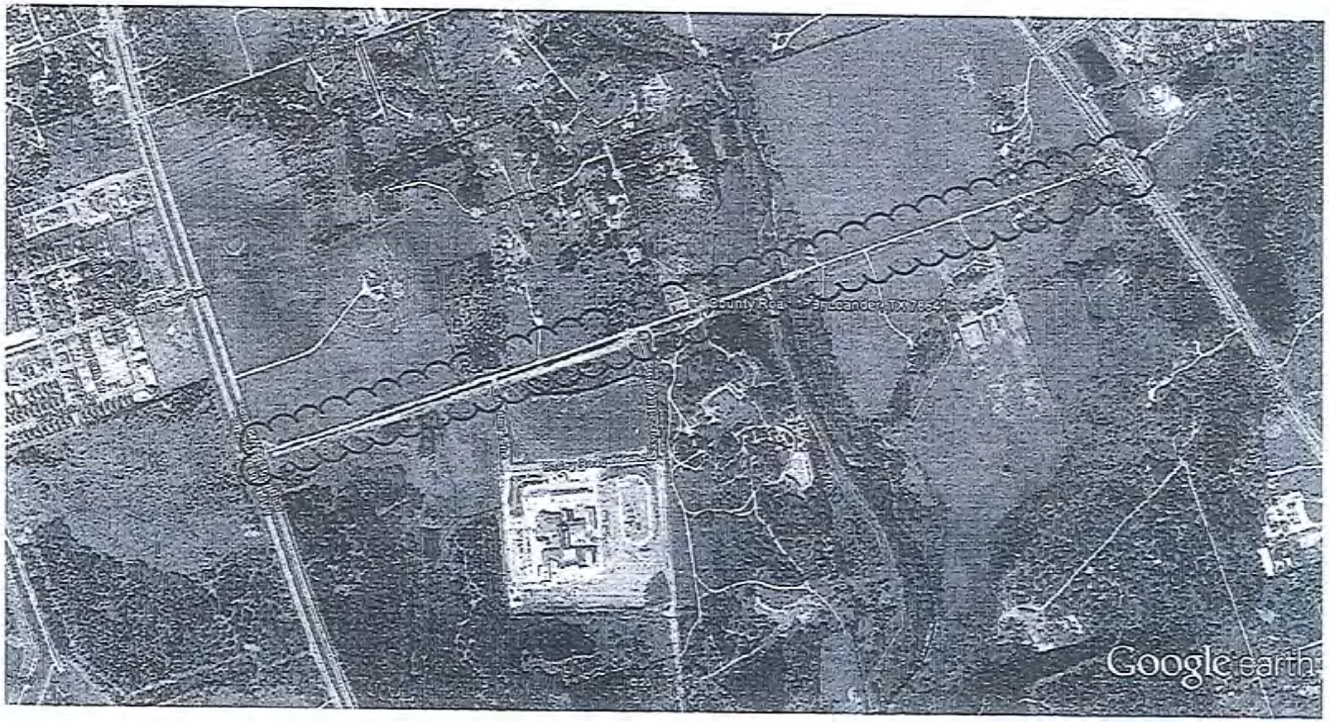


Exhibit A - CR 179 Improvements

County Road 179 Cost Summary

LISD and City of Leander Commitment Summary

			City of Leander	LISD	County	
Original Estimate			$1,300,000	$800,000	$1,500,000	$3,600,000
Responsibility for amount over County Contribution			64%	36%		
Actual Cost						$4,277,942
	Engineering	$258,501				
	Construction	$3,359,566				
	Material Testing	$25,000				
	Utility Re-Location	$100,000				
	Lighting	$339,980				
	Signal	$194,895				
Less County Contribution						-$1,500,000
			City of Leander	**LISD**		
Amount to be prorated to City and LISD			64%	36%		$2,777,942
Total amount owed by City and LISD			$1,777,883	$1,000,059		$2,777,942
Less amount originally committed			$1,300,000	$800,000		$2,100,000
Additional amount now due:			**$477,883**	**$200,059**		**$677,942**

December 6, 2012

Executive Summary

December 6, 2012

Council Agenda Subject: Consideration of Rejecting All Bids for the Construction Contract for the Crystal Falls Parkway Pavement Rehab 2012 Project

Background: Bids were received and opened on Thursday, November 15, 2012, for the Crystal Falls Parkway Pavement Rehab 2012 Project. The proposed work consists the partial milling, full overlay and restriping of approximately 2900 linear feet of Crystal Falls Parkway from Overland Drive to Bagdad Road. The add alternative includes partial milling, full overlay and restriping of approximately 1000 linear feet of Crystal Falls Parkway from Lakeline Boulevard to Overland Drive. Two bid proposals were received as shown in the attached bid tabulation. Ramming Paving Company is the low bidder with a bid of $189,969.00, and Wheeler, was the second low bidder with a bid of $208,054.50. The City Staff has reviewed the bids. Through discussions with industry contacts, it was anticipated that the partial milling would result in a more economical project compared to a full mill and overlay.

Origination: Terri Crauford, P.E. Assistant City Engineer

Financial Consideration: General Fund Reserves

Recommendation: Staff recommends rejecting all bids.

Attachments: (1) Bid Tabulation

Prepared by: Terri Crauford, P.E., Assistant City Engineer

Crystal Falls Parkway Pavement Rehab 2012

Base Bid

Item No.	Description	Unit	Estimated Quantity	Ramming		Wheeler	
				Unit Price	Bid Price	Unit Price	Bid Price
1	2" Asphalt Overlay	SY	15690	$ 10.25	$ 160,822.50	$ 11.35	$ 178,081.50
2	Edge Milling	SY	8510	$ 2.75	$ 23,402.50	$ 2.95	$ 25,104.50
3	Reflective Pavement Marker Y BRK 4"	LF	1395	$ 1.30	$ 1,813.50	$ 1.10	$ 1,534.50
4	Reflective Pavement Marker W SLD 8"	LF	710	$ 2.35	$ 1,668.50	$ 2.00	$ 1,420.00
5	Reflective Pavement Marker W SLD 20"	LF	35	$ 10.40	$ 364.00	$ 8.80	$ 308.00
6	Reflective Pavement Marker W SLD 10"	LF	110	$ 5.20	$ 572.00	$ 4.40	$ 484.00
7	Reflective Pavement Marker W ARROW	EA	5	$ 156.00	$ 780.00	$ 132.00	$ 660.00
8	Reflective Pavement Marker W WORD	EA	3	$ 182.00	$ 546.00	$ 154.00	$ 462.00
	Total of all Bid Prices				**$ 189,969.00**		**$ 208,054.50**

Add Alternate

Item No.	Description	Unit	Estimated Quantity	Ramming		Wheeler	
				Unit Price	Bid Price	Unit Price	Bid Price
1	2" Asphalt Overlay	SY	5840	$ 10.25	$ 59,860.00	$ 11.80	$ 68,912.00
2	Edge Milling	SY	2730	$ 2.75	$ 7,507.50	$ 3.47	$ 9,473.10
3	Reflective Pavement Marker Y BRK 4"	LF	426	$ 1.30	$ 553.80	$ 1.10	$ 468.60
4	Reflective Pavement Marker W SLD 8"	LF	310	$ 2.35	$ 728.50	$ 2.00	$ 620.00
5	Reflective Pavement Marker W SLD 20"	LF	33	$ 10.40	$ 343.20	$ 8.80	$ 290.40
6	Reflective Pavement Marker W SLD 10"	LF	120	$ 5.20	$ 624.00	$ 4.40	$ 528.00
7	Reflective Pavement Marker W ARROW	EA	3	$ 156.00	$ 468.00	$ 132.00	$ 396.00
8	Reflective Pavement Marker W WORD	EA	4	$ 180.00	$ 720.00	$ 154.00	$ 616.00
	Total of all Alternate Bid Prices				**$ 70,805.00**		**$ 81,304.10**

Math errors:

Executive Summary

December 6, 2012

Council Agenda Subject: Consideration of Contract with Pictometry International Corporation

Background: In mid-2007, the City of Leander in partnership with other municipalities and Williamson County performed a needs assessment and issued an RFP for aerial imagery. The provider of choice was Pictometry International Corporation. A contract was issued, and the first imagery flights took place in early 2008 with image delivery in March of 2008. Beginning with the 2010 calendar year, WCAD entered into an agreement to purchase annually updated imagery and other products from Pictometry International Corporation. As a client of WCAD, the City of Leander was provided the imagery for Williamson County at no cost. Since that time the City has received high quality imagery consisting of Williamson County and ***only those small areas of Travis along the Williamson-Travis County boundary***, which were delivered in March of 2010, 2011, and 2012. For the Travis County portion of the City Limits, we have relied on data provided by others (CAPCOG). The imagery provided was procured under a GeoMap contract at varying resolutions with varying delivery times. The imagery is useful, but does not provide a complete the aerial record of development in the Travis County portion of Leander, i.e., the Bluffs, Fairways, Grand Mesa, Crystal Falls West, etc. All imagery in the Pictometry International Corporation product is provided at the same high resolution and is taken during the same season each year, providing accurate tracking and comparison of development over time.

In order to obtain updated high-resolution (approximately 4-inch resolution) imagery for the Travis County portion of the City of Leander it is necessary for the City to enter into a contract with an imagery provider. The contractor selected to provide the City with the necessary imagery is Pictometry International Corporation. Pictometry International Corporation has proposed a contract for 6 years of aerial coverage, wherein all flights after year 1 are optional. Our flight is partnered with the Williamson County Appraisal District (WCAD) flight. If WCAD chooses to opt out of their contract at any time, any flights contingent on their participation would not take place and our contract would also be terminated without penalty.

The 2012-2013 budget provides $4,500 for Aerial Photography, GL# 01-22-5201, which funds the first year's flight and imagery delivery cost of $4,181. The cost for subsequent years cost for the imagery is as follows: Years 2 - $4,181/yr; Years 3&4 - $4621/yr; Years 5&6 - $4,841/yr. The total cost if all six years of flights are performed (at our option) is $27,286. Any flights after Year 1 are optional, and flights may be skipped, however the pricing still continues, i.e., skipping Year 2 and flying Year 3 would require Year 3's price of $4,841 to be paid with no cost penalty for skipping Year 2.

The acquisition of high resolution Travis County imagery will provide the City with timely aerial photography for use in a variety of ways in the Travis County portion of the City. Within this area of Travis County lies the Bluffs, Fairways, Grand Mesa, and Crystal Falls West, one of the most rapid areas of growth in Leander's future. Having high-resolution aerial imagery will enable staff and others to better visualize and help shape our City's future. Without this imagery, we will be relying on others to provide us with aerial information at whatever resolution and time as they see fit.

Origination: Sean Lafferty, GIS Coordinator

Financial Consideration: $4,181 from Engineering Department (GL# 01-22-5201) for FY 2012-2013 with a total of $27,286 over the next 6 years at the City's option for the 5 out-years.

Recommendation: Staff recommends authorization of the City Manager to negotiate and execute the contract with Pictometry International Corporation.

Attachments: Proposed Pictometry International Corporation Contract

Prepared by: Sean Lafferty, GIS Coordinator

AGREEMENT BETWEEN
PICTOMETRY INTERNATIONAL CORP.
AND
CITY OF LEANDER

DESCRIPTION OF PRODUCTS (the "Products"):
Section A: Licensed Products
Section B: Product Terms, Conditions, and Specifications

TERM OF AGREEMENT (the "Term"):
Term of Agreement commences on the date of Shipment of the aforementioned Licensed Products and shall continue for the term defined on Section A to this Agreement.

FEES AND PAYMENT TERMS (the "License Fees"):
All fees referred to in this License Agreement and in any of its Sections are in United States dollars and do not include any duties, taxes (including, without limitation, any sales, use, ad valorem or withholding, value added or other taxes) or handling fees, all of which are exclusive of the license and other fees to be paid by Licensee to Pictometry and which duties, taxes and fees will be paid by Licensee without reducing any amount owed to Pictometry unless documentation of tax exemption is provided to Pictometry prior to billing. Any amount payable by Licensee that is not paid within 30 days after its invoice date will accrue interest at the rate of 1.5% per month or at the maximum lesser rate allowed by law. In addition to any applicable interest, Licensee will pay Pictometry all costs it incurs to collect any amount due under this License Agreement, including but not limited to, attorneys' fees and court costs.

LICENSEE NOTICE ADDRESS	PICTOMETRY NOTICE ADDRESS
200 W. Willis St.	100 Town Centre Drive, Suite A
Leander, TX 78646-0319	Rochester, NY 14623
Attn: Sean Lafferty, GIS Coordinator	Attn: Director, Contract Administration
Phone: (512) 528-2765 Fax: 512.528.2833	Phone: (585) 486-0093 Fax: (585) 486-0098

AGREEMENT:
This Agreement, which includes this cover sheet and the Sections hereto (collectively, this "Agreement"), constitutes the entire agreement between Pictometry and Licensee with respect to the aforementioned Products and supersedes all prior representations, agreements or arrangements, whether oral or written, relating to the subject matter hereof. Any modifications of this Agreement must be in writing and signed by a duly authorized officer of each party. Any purchase order or similar document that Licensee may issue in connection with this Agreement will be for ordering purposes only and that any terms and conditions on such purchase order will be of no force or effect.

In consideration of and subject to the payment by Licensee of the License Fees, Pictometry agrees to provide Licensee with access to and use of the Products, subject to the terms and conditions set forth in Section B and the Licensee's current License Agreement to this Agreement. Licensee hereby agrees to pay the License Fees in accordance with the stated payment terms and accepts and agrees to abide by the General License Agreement.

This Agreement shall not become effective until signed by both duly authorized officers of Licensee and Pictometry.

PARTIES:

"LICENSEE"	"PICTOMETRY"
NAME:	**PICTOMETRY INTERNATIONAL CORP.**
(entity type)	a Delaware Corporation
SIGNATURE:	**SIGNATURE:**
NAME:	**NAME:**
TITLE:	**TITLE:**
DATE:	**DATE:**

ORIGINAL CONTRACT (HARD COPY) MUST BE RECEIVED BY PICTOMETRY WITHIN 10 DAYS FROM DATE OF SIGNING.

SECTION A

LICENSED PRODUCTS

Pictometry International Corp.
100 Town Centre Drive, Suite A
Rochester, NY 14623

ORDER #
C118626

BILL TO
City of Leander, TX
Sean Lafferty
200 W. Willis St.
Leander, TX 78646-0319
(512) 528-2765
slafferty@leandertx.gov

SHIP TO
City of Leander, TX
Sean Lafferty
200 W. Willis St.
Leander, TX 78646-0319
(512) 528-2765
slafferty@leandertx.gov

CUSTOMER ID	SALES REP	TERM OF CONTRACT	NUMBER OF FLIGHTS
A124446	MThom	6 years	6

FIRST CAPTURE

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE/TYPE	AMOUNT
1	EAP PROGRAM	Refer to detailed description of EAP Program in attached Terms and Conditions. Term of EAP Program will not exceed the term for EFS Maintenance and Support for Imagery on this agreement.	$0.00		$0.00
1	Electronic Field Study (EFS)	One copy of Electronic Field Study software, latest version.	$0.00		$0.00
1	Existing Imagery	Refer to Section B of Agreement for details on Existing Imagery to be provided.	$0.00		$0.00
11	IMAGERY - NEIGHBORHOOD - 4-way (N5) (4in) Per Sector (EFS)	Product includes 4-inch GSD oblique frame images (4-way), 4-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.32 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.33 feet/pixel, Middle Line: 0.36 feet/pixel, Back Line: 0.44 feet/pixel.	$400.00	$360.00 LTI Grant	$3,960.00
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately.	$199.00		$199.00
11	Mosaic Standard Tiles (4in) Per Sector (JPG)	4-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to license agreement for additional details.	$40.00	$0.00 Early Adopter Credit	$0.00
11	Mosaic Tile Area-wide in MrSID Format - 4in GSD Per Sector (Combined)	New processing or re-processing of MRSID area-wide mosaics of 4-inch GSD imagery. Tiles are provided "as is." Refer to license agreement for additional details.	$8.00	$2.00 Early Adopter Credit	$22.00
1	Oblique Imagery Bundle with One (1) Year of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, five (5) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of one years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.	$0.00		$0.00
1	Pictometry Connect-100	Pictometry Connect-100 provides 100 users the ability to login and access Pictometry-hosted imagery licensed to the customer via a web application or server based integration. The default deployment for this account is through Pictometry Online. Term is as listed below and begins from date of activation. Includes unlimited access to Pictometry-hosted imagery licensed to the customer only. **License Term:** 1 Year(s)	$3,000.00	$0.00 LTI Grant-Connect	$0.00
				SUBTOTAL – FIRST CAPTURE	$4,181.00

SECOND CAPTURE

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE/TYPE	AMOUNT

1	EAP PROGRAM	Refer to detailed description of EAP Program in attached Terms and Conditions. Term of EAP Program will not exceed the term for EFS Maintenance and Support for Imagery on this agreement.	$0.00		$0.00
1	Electronic Field Study (EFS)	One copy of Electronic Field Study software, latest version.	$0.00		$0.00
1	Existing Imagery	Refer to Section B of Agreement for details on Existing Imagery to be provided.	$0.00		$0.00
11	IMAGERY - NEIGHBORHOOD - 4-way (N5) (4in) Per Sector (EFS)	Product includes 4-inch GSD oblique frame images (4-way), 4-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.32 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.33 feet/pixel, Middle Line: 0.36 feet/pixel, Back Line: 0.44 feet/pixel.	$400.00	$360.00 LTI Grant	$3,960.00
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately.	$199.00		$199.00
11	Mosaic Standard Tiles (4in) Per Sector (JPG)	4-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to license agreement for additional details.	$40.00	$0.00 Early Adopter Credit	$0.00
11	Mosaic Tile Area-wide in MrSID Format - 4in GSD Per Sector (Combined)	New processing or re-processing of MRSID area-wide mosaics of 4-inch GSD imagery. Tiles are provided "as is." Refer to license agreement for additional details.	$8.00	$2.00 Early Adopter Credit	$22.00
1	Oblique Imagery Bundle with One (1) Year of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, five (5) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of one years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.	$0.00		$0.00
				SUBTOTAL – SECOND CAPTURE	$4,181.00

THIRD CAPTURE

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE/TYPE	AMOUNT
1	EAP PROGRAM	Refer to detailed description of EAP Program in attached Terms and Conditions. Term of EAP Program will not exceed the term for EFS Maintenance and Support for Imagery on this agreement.	$0.00		$0.00
1	Electronic Field Study (EFS)	One copy of Electronic Field Study software, latest version.	$0.00		$0.00
1	Existing Imagery	Refer to Section B of Agreement for details on Existing Imagery to be provided.	$0.00		$0.00
11	IMAGERY - NEIGHBORHOOD - 4-way (N5) (4in) Per Sector (EFS)	Product includes 4-inch GSD oblique frame images (4-way), 4-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.32 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.33 feet/pixel, Middle Line: 0.36 feet/pixel, Back Line: 0.44 feet/pixel.	$400.00	$380.00 LTI Grant	$4,180.00
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately.	$199.00		$199.00
11	Mosaic Standard Tiles (4in) Per Sector (JPG)	4-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to license agreement for additional details.	$40.00	$20.00 Early Adopter Credit	$220.00
11	Mosaic Tile Area-wide in MrSID Format - 4in GSD Per Sector (Combined)	New processing or re-processing of MRSID area-wide mosaics of 4-inch GSD imagery. Tiles are provided "as is." Refer to license agreement for additional details.	$8.00	$2.00 Early Adopter Credit	$22.00
1	Oblique Imagery Bundle with One (1) Year of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, five (5) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of one years from	$0.00		$0.00

		the initial date of shipment of the EFS software, along with a copy of the updated documentation.			
				SUBTOTAL – THIRD CAPTURE	$4,621.00

FOURTH CAPTURE

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE/TYPE	AMOUNT
1	EAP PROGRAM	Refer to detailed description of EAP Program in attached Terms and Conditions. Term of EAP Program will not exceed the term for EFS Maintenance and Support for Imagery on this agreement.	$0.00		$0.00
1	Electronic Field Study (EFS)	One copy of Electronic Field Study software, latest version.	$0.00		$0.00
1	Existing Imagery	Refer to Section B of Agreement for details on Existing Imagery to be provided.	$0.00		$0.00
11	IMAGERY - NEIGHBORHOOD - 4-way (N5) (4in) Per Sector (EFS)	Product includes 4-inch GSD oblique frame images (4-way), 4-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.32 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.33 feet/pixel, Middle Line: 0.36 feet/pixel, Back Line: 0.44 feet/pixel.	$400.00	$380.00 LTI Grant	$4,180.00
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately.	$199.00		$199.00
11	Mosaic Standard Tiles (4in) Per Sector (JPG)	4-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to license agreement for additional details.	$40.00	$20.00 Early Adopter Credit	$220.00
11	Mosaic Tile Area-wide in MrSID Format - 4in GSD Per Sector (Combined)	New processing or re-processing of MRSID area-wide mosaics of 4-inch GSD imagery. Tiles are provided "as is." Refer to license agreement for additional details.	$8.00	$2.00 Early Adopter Credit	$22.00
1	Oblique Imagery Bundle with One (1) Year of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, five (5) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of one years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.	$0.00		$0.00
				SUBTOTAL – FOURTH CAPTURE	$4,621.00

FIFTH CAPTURE

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE/TYPE	AMOUNT
1	EAP PROGRAM	Refer to detailed description of EAP Program in attached Terms and Conditions. Term of EAP Program will not exceed the term for EFS Maintenance and Support for Imagery on this agreement.	$0.00		$0.00
1	Electronic Field Study (EFS)	One copy of Electronic Field Study software, latest version.	$0.00		$0.00
1	Existing Imagery	Refer to Section B of Agreement for details on Existing Imagery to be provided.	$0.00		$0.00
11	IMAGERY - NEIGHBORHOOD - 4-way (N5) (4in) Per Sector (EFS)	Product includes 4-inch GSD oblique frame images (4-way), 4-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.32 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.33 feet/pixel, Middle Line: 0.36 feet/pixel, Back Line: 0.44 feet/pixel.	$400.00		$4,400.00
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately.	$199.00		$199.00
11	Mosaic Standard Tiles (4in) Per Sector (JPG)	4-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to license agreement for additional details.	$40.00	$20.00 Early Adopter Credit	$220.00
11	Mosaic Tile Area-wide in MrSID Format - 4in GSD Per Sector (Combined)	New processing or re-processing of MRSID area-wide mosaics of 4-inch GSD imagery. Tiles are provided "as is." Refer to license agreement for additional details.	$8.00	$2.00 Early Adopter Credit	$22.00

1	Oblique Imagery Bundle with One (1) Year of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, five (5) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of one years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.	$0.00		$0.00
				SUBTOTAL – FIFTH CAPTURE	$4,841.00

SIXTH CAPTURE

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE/TYPE	AMOUNT
1	EAP PROGRAM	Refer to detailed description of EAP Program in attached Terms and Conditions. Term of EAP Program will not exceed the term for EFS Maintenance and Support for Imagery on this agreement.	$0.00		$0.00
1	Electronic Field Study (EFS)	One copy of Electronic Field Study software, latest version.	$0.00		$0.00
1	Existing Imagery	Refer to Section B of Agreement for details on Existing Imagery to be provided.	$0.00		$0.00
11	IMAGERY - NEIGHBORHOOD - 4-way (N5) (4in) Per Sector (EFS)	Product includes 4-inch GSD oblique frame images (4-way), 4-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.32 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.33 feet/pixel, Middle Line: 0.36 feet/pixel, Back Line: 0.44 feet/pixel.	$400.00		$4,400.00
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately.	$199.00		$199.00
11	Mosaic Standard Tiles (4in) Per Sector (JPG)	4-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to license agreement for additional details.	$40.00	$20.00 Early Adopter Credit	$220.00
11	Mosaic Tile Area-wide in MrSID Format - 4in GSD Per Sector (Combined)	New processing or re-processing of MRSID area-wide mosaics of 4-inch GSD imagery. Tiles are provided "as is." Refer to license agreement for additional details.	$8.00	$2.00 Early Adopter Credit	$22.00
1	Oblique Imagery Bundle with One (1) Year of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, five (5) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of one years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.	$0.00		$0.00
				SUBTOTAL – SIXTH CAPTURE	$4,841.00

Thank you for choosing Pictometry as your service provider.	**TOTAL**	$27,286.00

This order is subject to the Pictometry Online Services General Terms and Conditions (the "General Terms and Conditions") set forth in Section B as those terms and conditions may be amended from time to time by Pictometry in accordance with their terms. By signing this Order Form Customer agrees to the General Terms and Conditions as part of this order. To the extent of any conflict between the terms and conditions set forth on this Order Form and those set forth in the General Terms and Conditions the terms and conditions of this Order form shall prevail.

PAYMENT TERMS

FIRST CAPTURE

Due at Signing	$1,045.00
Due at Shipment of Imagery	$3,136.00
Total Payments	$4,181.00

SECOND CAPTURE

Due at Shipment of Imagery	$4,181.00
Total Payments	$4,181.00

THIRD CAPTURE

Due at Shipment of Imagery	$4,621.00
Total Payments	$4,621.00

FOURTH CAPTURE

Due at Shipment of Imagery	$4,621.00
Total Payments	$4,621.00

FIFTH CAPTURE

Due at Shipment of Imagery	$4,841.00
Total Payments	$4,841.00

SIXTH CAPTURE

Due at Shipment of Imagery	$4,841.00
Total Payments	$4,841.00

SECTION B PRODUCT TERMS, CONDITIONS, AND SPECIFICATIONS

The following are the terms, conditions, and specifications related to the products offered under the License Agreement.

Imagery ordered by the following three licensees shall be captured together and all imagery shall be delivered to all three licensees:

1. Williamson Central Appraisal District (C113193);

2. Williamson County (C123601); and

3. City of Leander (C118626).

Each image capture set forth in the license agreements entered into between Pictometry and Williamson County (C123601) and the City of Leander (C118626) shall be contingent upon execution of a Williamson Central Appraisal District (C113193) image capture.

Long Term Incentives ('LTI') have been applied to the imagery fees shown on the attached order form. In the event the licensee terminates this Agreement prior to the execution of a remaining flight capture, all LTI monetary considerations shall be revoked and the related funds shall be immediately due and payable to Pictometry. Repayment of LTI considerations does not apply if funds for Oblique Imagery are not appropriated. If such funds are not appropriated, Licensee shall provide Pictometry with written documentation of non-appropriation from the funding source (such notification must be prior to any pending image capture). In the event of a non-appropriation, all contractual terms and conditions remain in force. No new image libraries will be captured or delivered prior to the payment of all outstanding balances.

PRODUCT PARAMETERS

IMAGERY – FIRST CAPTURE

Product:	**Existing Imagery**
Ortho Tile Projection:	State Plane, NAD83
Ortho Tile Format:	
Units:	Feet
Elevation Source:	USGS
Leaf:	Less than 30% leaf cover (Off)
Special Instructions:	City of Leander deliverables shall include Williamson CAD and Williamson County image libraries.

Product:	**IMAGERY - NEIGHBORHOOD - 4-way (N5) (4in) Per Sector (EFS)**
Ortho Tile Projection:	State Plane, NAD83
Ortho Tile Format:	
Units:	Feet
Elevation Source:	USGS
Leaf:	Less than 30% leaf cover (Off)
Special Instructions:	

IMAGERY – SECOND CAPTURE

Product:	**IMAGERY - NEIGHBORHOOD - 4-way (N5) (4in) Per Sector (EFS)**
Ortho Tile Projection:	State Plane, NAD83
Ortho Tile Format:	
Units:	Feet
Elevation Source:	USGS
Leaf:	Less than 30% leaf cover (Off)
Special Instructions:	

Product:	**Existing Imagery**
Ortho Tile Projection:	State Plane, NAD83
Ortho Tile Format:	
Units:	Feet
Elevation Source:	USGS
Leaf:	Less than 30% leaf cover (Off)
Special Instructions:	City of Leander deliverables shall include Williamson CAD and Williamson County image libraries.

IMAGERY – THIRD CAPTURE

Product: **IMAGERY - NEIGHBORHOOD - 4-way (N5) (4in) Per Sector (EFS)**

Ortho Tile Projection: State Plane, NAD83
Ortho Tile Format:
Units: Feet
Elevation Source: USGS
Leaf: Less than 30% leaf cover (Off)
Special Instructions:

Product: **Existing Imagery**
Ortho Tile Projection: State Plane, NAD83
Ortho Tile Format:
Units: Feet
Elevation Source: USGS
Leaf: Less than 30% leaf cover (Off)
Special Instructions: City of Leander deliverables shall include Williamson CAD and Williamson County image libraries.

IMAGERY – FOURTH CAPTURE
Product: **IMAGERY - NEIGHBORHOOD - 4-way (N5) (4in) Per Sector (EFS)**
Ortho Tile Projection: State Plane, NAD83
Ortho Tile Format:
Units: Feet
Elevation Source: USGS
Leaf: Less than 30% leaf cover (Off)
Special Instructions:

Product: **Existing Imagery**
Ortho Tile Projection: State Plane, NAD83
Ortho Tile Format:
Units: Feet
Elevation Source: USGS
Leaf: Less than 30% leaf cover (Off)
Special Instructions: City of Leander deliverables shall include Williamson CAD and Williamson County image libraries.

IMAGERY – FIFTH CAPTURE
Product: **IMAGERY - NEIGHBORHOOD - 4-way (N5) (4in) Per Sector (EFS)**
Ortho Tile Projection: State Plane, NAD83
Ortho Tile Format:
Units: Feet
Elevation Source: USGS
Leaf: Less than 30% leaf cover (Off)
Special Instructions:

Product: **Existing Imagery**
Ortho Tile Projection: State Plane, NAD83
Ortho Tile Format:
Units: Feet
Elevation Source: USGS
Leaf: Less than 30% leaf cover (Off)
Special Instructions: City of Leander deliverables shall include Williamson CAD and Williamson County image libraries.

IMAGERY – SIXTH CAPTURE
Product: **Existing Imagery**
Ortho Tile Projection: State Plane, NAD83
Ortho Tile Format:
Units: Feet
Elevation Source: USGS
Leaf: Less than 30% leaf cover (Off)
Special Instructions: City of Leander deliverables shall include Williamson CAD and Williamson County image libraries.

Product: **IMAGERY - NEIGHBORHOOD - 4-way (N5) (4in) Per Sector (EFS)**
Ortho Tile Projection: State Plane, NAD83
Ortho Tile Format:
Units: Feet
Elevation Source: USGS
Leaf: Less than 30% leaf cover (Off)

Special Instructions:

CONNECT – FIRST CAPTURE

Product:	**Pictometry Connect-100**
Admin User:	Sean Lafferty
Admin User Email:	slafferty@leandertx.gov
Requested Activation:	TBD
Geofence:	TX Williamson
Special Instructions:	

STANDARD TERMS AND CONDITIONS

LICENSED OBLIQUE AND ORTHOGONAL IMAGERY

Imagery: Licensed Images procured with a high resolution digital camera and nominal GSD is as indicated on Sector Map. C3 products shall contain ortho images and oblique images taken from opposite directions. C5 or N5 products shall contain ortho images and oblique images taken from both opposite and perpendicular directions. Pictometry images (individual frames) are delivered in Pictometry .PSI and .PMI format (JPG combined with a metadata trailer). For each sector that includes ortho imagery, Pictometry includes a separate trailer, minimal overlap, projected in State Plane, NAD 83, feet unless the projection is stated otherwise on the executed order form. US Census Bureau TIGER line files of County or a base map must be supplied by Licensee.

EFS Licensed Software: Pictometry International Corp. shall supply one copy of the Pictometry Electronic Field Study (EFS) software, latest version, on the Storage Media supplied as specified herein. Licensee and Authorized Users may download updated versions of the Licensed Software for the term of their active License (not Perpetual License) with Pictometry, as indicated on the order form, from the initial date of shipping of the EFS software, along with a copy of the updated documentation. Recommended minimum system requirements for EFS are as follows:

Pentium 4, 1.3 GHz or greater processor. 512MB RAM (1GB or more recommended for XP, 2G or more recommended for Vista and Windows 7). Windows 2000, XP, Vista (32- or 64-bit), or Windows 7 (32- or 64-bit). Video Card: 16MB graphics, 32bit color quality and 1024x768 screen resolution. 100 Mbps - NIC (network deployments). 250MB available hard disk space (EFS R1.14)

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Delivery Schedule: The image capture process and the delivery date may be affected by weather conditions or aircraft availability. Licensee will accept delivery within thirty (30) days of notification by Pictometry.

Digital Imagery Specifications:

Dimensions and Resolution

All values are approximates based on target height-over-ground. The actual values vary due to conditions outside of Pictometry's control, including, but not limited to, air traffic control restrictions, weather, and elevation changes in the underlying ground surface.

Sector Tiles

One-Meter Sector Tiles

Footprint:	5,280 x 5,280 feet (1,609 x 1,609 meters)
Pixel Size:	3.28 feet/pixel (1.0 meters/pixel)
Source Imagery:	Community Orthogonal (12 and 9 inch / 30 and 22.5 cm) and/or Neighborhood Orthogonal
Radiometry:	Not radiometrically balanced, may have observable cut lines and could consist of imagery taken over a period of several days.
File Size (Approx.):	700 KB (JPG format)

12 inch Sector Tiles

Footprint:	5,280 x 5,280 feet (1,609 x 1,609 meters)

Pixel Size:	1.0 feet/pixel (0.3048 meters/pixel)
Source Imagery:	Community Orthogonal (12 and 9 inch / 30 and 22.5 cm) and/or Neighborhood Orthogonal
Radiometry:	Not radiometrically balanced, may have observable cut lines and could consist of imagery taken over a period of several days.
File Size (Approx.):	7,000 KB (JPG format)

9 inch Sector Tiles

Footprint:	5,280 x 5,280 feet (1,609 x 1,609 meters)
Pixel Size:	0.75 feet /pixel (0.2286 meters/pixel)
Source Imagery:	Community Orthogonal (nominal 9 inch / 22.5 cm) and/or Neighborhood Orthogonal
Radiometry:	Not radiometrically balanced, may have observable cut lines and could consist of imagery taken over a period of several days.
File Size (Approx.):	12,000 KB (JPG format)

6 Inch Quarter Sector Tiles

Footprint:	2,640 x 2,640 feet (805 x 805 meters)
Pixel Size:	0.5 feet/pixel (0.1524 meters/pixel)
Source Imagery:	Neighborhood Orthogonal and/or Neighborhood Orthogonal
Radiometry:	Not radiometrically balanced, may have observable cut lines and could consist of imagery taken over a period of several days.
File Size (Approx.):	8,000 KB (JPG format)

4 Inch Quarter Sector Tiles

Footprint:	2,640 x 2,640 feet (805 x 805 meters)
Pixel Size:	0.333 feet/pixel (0.1016 meters/pixel)
Source Imagery:	Neighborhood Orthogonal and/or Neighborhood Orthogonal
Radiometry:	Not radiometrically balanced, may have observable cut lines and could consist of imagery taken over a period of several days.
File Size (Approx.):	19,000 KB (JPG format)

General Specifications:

Orthogonal Images

Image Format	Industry-standard image format with proprietary image trailer.
Image Quality	Images will have an unobstructed view of the ground and objects on the ground. In controlled airspace around airports, etc., and in areas of steep elevation changes, the image ground sample distance and resolutions may vary. There may be varying degrees of ground illumination and color variations due to lighting and cloud shadows.
Measurement Accuracy	<0.5% measurement error, excluding user pixel selection error
Pixel Placement Accuracy	Pictometry provides a visualization system and therefore does not certify image accuracy.
Sensor Orientation	Pictometry utilizes an IMU (Inertial Measurement Unit), ground station post-corrected differential GPS, and Kalman filtering to achieve a high degree of positional and directional accuracy.
Sensor Positional Accuracy	mean 15cm absolute
Sensor Directional Accuracy	0.015 degrees absolute (roll/pitch). 0.035 degrees absolute (heading)
Ortho-Rectification	The images are ortho-rectified to remove the variations due to elevation changes (utilizing the best DEM data available, including customer provided DEM data), resulting in geographically square pixels aligned to a rectilinear grid. This grid can be specified by any number of coordinate systems, including Latitude/Longitude, State Plane, UTM, and more. The desired coordinate system should be specified in the contract, or a default coordinate system will be used.
Image Export	JFIF (JPEG), TIFF, or BMP. Pictometry software can be utilized to export the images into any of the above industry-standard formats. The orthogonal images can optionally be transformed to a different projection during this export process, and an associated location reference file can be created for use in importing the images into other GIS mapping software.
Image Tiling	Individual orthogonal images are edge-feathered and mosaicked to produce orthogonal image tiles with tile sizes selected to balance single image coverage as well as manageability of open images. These orthogonal tiles provide continuous coverage across the area of interest. While some color balancing is done, these orthogonal tiles are not fully radiometrically balanced or edge-matched.

Oblique Images

Image Format	Industry-standard image format with proprietary image trailer.
Image Quality	Images will have an unobstructed view of the ground and objects on the ground. In controlled airspace around airports, etc., and in areas of steep elevation change, the image ground sample distance may vary. There may be varying degrees of ground illumination and color variations due to lighting and cloud shadows. Due to the nature of oblique aerial photography, there may also be artifacts such as haze, glint and glare caused by reflected light.
Measurement Accuracy	<0.75% measurement error, excluding user pixel selection error
Pixel Placement Accuracy	Pictometry provides a visualization system and therefore does not certify image accuracy.
Sensor Orientation	Pictometry utilizes an IMU (Inertial Measurement Unit), ground station post-corrected differential GPS, and Kalman filtering to achieve a high degree of positional and directional accuracy.

Sensor Positional Accuracy	mean 15cm absolute
Sensor Directional Accuracy	0.015 degrees absolute (roll/pitch) 0.035 degrees absolute (heading)
Image Export	JFIF (JPEG), TIFF, BMP Pictometry software can be utilized to export the images into any of the above industry-standard formats.

Notes

1. The existing National Map Accuracy Standards focus on conventional analog aerial photography products. When used for digital mapping products, it is necessary to specify the approximate image scale (e.g. 1:1200) when stating NMAS requirements.
2. Pictometry's orthogonal images provide the coordinate accuracy fulfilling most planemetric requirements, however, Pictometry data is not intended for authoritative definitive mapping or surveying replacement. If there is a need for authoritative mapping products, additional work is required by licensed individuals in order to certify Pictometry's orthogonal imagery. Alternatively, a separate, authoritative orthogonal image capture can be done and those orthogonal images used inside of Pictometry. Our oblique images are unique to Pictometry and are intended to provide data not available elsewhere and lateral views with more visual information, such as building stock analysis. In Pictometry the orthogonal and oblique images are linked for your convenience and additional study. With a few clicks you can find the revealing lateral views, height measurements, and other information afforded by the oblique images while using the coordinate accuracy afforded by the orthogonal images.

Documentation: Pictometry International Corp. shall furnish 1 digital copy of the Licensed Documentation for the Licensed Software.

Training: End User orientation session(s), is limited to 25 attendees per training session, for employee(s) of the Licensee, or Authorized Subdivision(s) thereof. Advanced User technical training is limited to 10 attendees using Licensee computers. Administration / IT training is designed to provide the administrators of the Pictometry image library with the knowledge they will need to manage and distribute access to the Pictometry solution. Administration / IT Training is provided remotely via online tools. Renewal Licensees will receive online training sessions, customized to address Licensee's needs. Pictometry Trainers shall contact Licensee to determine training needs.

EAP

Economic Alliance Partnership (EAP): Licensee shall be eligible for the EAP program for the Term of Contract as defined on Section A to this Agreement. For multi-library contracts (more than one image capture on Section A), EAP terms and conditions shown below will apply for a period of two years from the date of execution of the Agreement. Any remaining image library captures will be covered by the then prevailing EAP terms, as defined by Pictometry International Corp.

A. **Imagery** – with Pictometry's EAP program the Licensee may retain its imagery, as the EFS Software and Image License becomes perpetual at the end of the term of the License Agreement.

B. **Disaster Coverage at No Additional Charge** – Pictometry will image up to 200 square miles of affected areas (as determined by Pictometry) of the events described below at no additional charge to the license fee:

- **Hurricane:** affected areas of Category II hurricanes and above. Coverage for hurricanes below this category or for areas exceeding 200 square miles will be available to active licensees at EAP rates, dependent upon resource availability.
- **Tornado:** imagery of areas impacted by Tornados with ratings of EF4 and above. Coverage for tornados below EF4 or for areas exceeding 200 square miles will be available to active licensees at EAP rates, dependent upon resource availability.
- **Terrorist:** damage due to terrorist attack for up to 200 square miles. Coverage beyond 200 square miles will be available to active licensees at EAP rates, dependent upon resource availability.
- **Earthquake:** affected areas with damage to critical infrastructure resulting from an Earthquake at or exceeding 6.0 on the Richter magnitude scale. Coverage for Earthquakes below 6.0 or for areas exceeding 200 square miles will be available to active licensees at EAP rates, dependent upon resource availability.
- **Tsunami:** affected areas with damage to critical infrastructure resulting from a Tsunami. Coverage for areas exceeding 200 square miles will be available to active licensees at EAP rates, dependent upon resource availability.

C. **Software – Use of Pictometry Change Analysis™ or Web Deployment of Disaster Imagery** – Pictometry's Rapid Response Program includes the use of Change Analysis software for ninety days from the date of delivery of any EAP imagery. The Change Analysis software simultaneously compares pre and post disaster images to aid recovery and restoration efforts. Pictometry Web Deployment of disaster imagery may also be available at no charge for ninety days.

STANDARD ORTHO MOSAIC PRODUCTS

Pictometry Standard Ortho Mosaic Products:

Pictometry ortho mosaic products are the result of high definition, full color aerial images and automated mosaicking processes that incorporate digital elevation data to create large-area mosaic ortho images from the individual Pictometry ortho frames. Pictometry's process includes quality control, programmatic error correction, and data integrity checks into the planning, capture, and processing of the images. Certain artifacts may remain evident in the ortho mosaic tiles, including, but not limited to: disconnects in non-elevated surfaces , disconnects in elevated surfaces (roadways, bridges, etc.), building intersect and clipping, seasonal cutlines, ground illumination cutlines, color variations (illumination differences and multiple-aircraft/camera captures), color variations (mixed GSD), color variations (e.g. water) and lack of edges of coverage (the border of a county, for example). Note: If mathematical operations will be performed on the Mosaic Tiles (such as automated feature extraction), that would be compromised by compression artifacts, Ortho Mosaic Tiles may be created from non-compressed TIFF imagery and delivered in TIFF format with world files and separate trailers, minimal overlap, projected in State Plane, NAD 83, feet unless the projection is stated otherwise.

Custom Ortho-Mosaics:

It is important to note that while the custom ortho-mosaic can generally be created at any pixel resolution, up or down, creating an ortho-mosaic with a pixel size smaller than the ground sample distance of the input imagery will not contain any more information than the resolution of the input imagery. For example, if you create a six-inch ortho-mosaic from one-foot imagery, even though the pixels will be six-inch, the overall image data resolution will still only be one-foot. For this reason, it is important to ensure the base imagery purchased meets or exceeds the resolution requirements of any ortho-mosaics you need. Under-sampling, for instance creating a one-foot ortho-mosaic from six-inch resolution imagery, is not a problem and generally produces very good results.

In general, ortho-mosaics from Pictometry's neighborhood orthogonal imagery can meet NMAS 1:1200 (1.0-meter RMS error at 95% confidence interval) in relatively flat terrains or areas with good elevation data. For areas with highly variable terrain or areas with poor elevation data, this number generally drops to NMAS 1:2400 (2.0-meter RMS error at 95% confidence interval). Certified ortho-mosaics can be created from Pictometry's community orthogonal imagery, but only under certain capture parameters. As such, it is important to include any custom ortho-mosaic requirement with the image capture requirements such that the community orthogonal

imagery can be captured in a way consistent with certification requirements.

CONNECT

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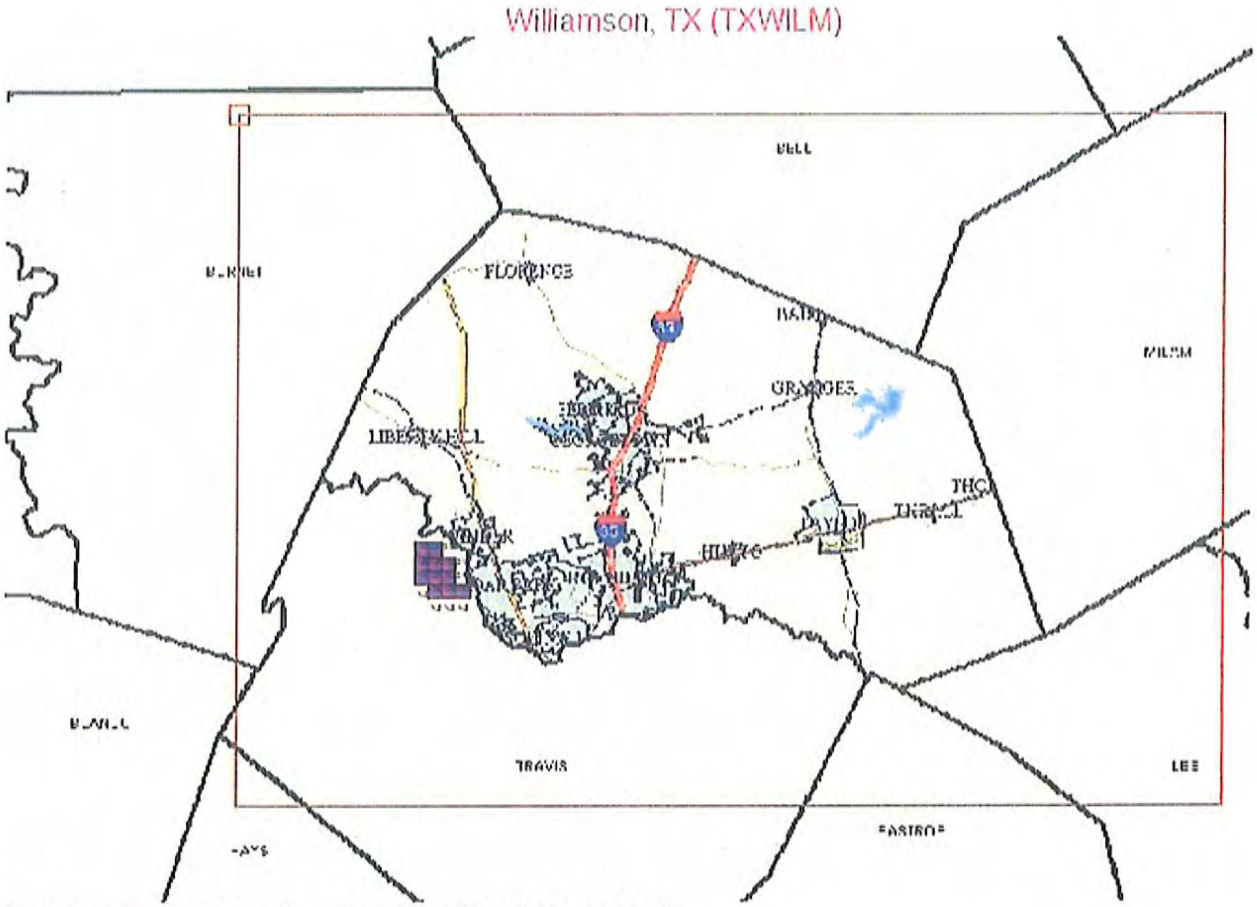
SECTOR MAP



Community Sectors: 0 Neighborhood Sectors: 11

Executive Summary

December 6, 2012

Council Agenda Subject: Consideration of Award of a Construction Contract for the City of Leander Wastewater Treatment Plant (WWTP) Mechanical Bar Screen Improvements Project

Background: Bids were received and opened at 2pm on Thursday, November 13, 2012, for the WWTP Mechanical Bar Screen Improvements. Seven bid proposals were received as shown in the attached bid tabulation. Fryer Construction Company of Argyle, Texas is the low bidder with a bid of $149,800.00. The City's engineering consultant, KSA Engineers has reviewed the contractor's qualifications and determined that Fryer Construction is an established contractor and ready to proceed upon award of the contract. The proposed work consists of removing the existing mechanical bar screen and installation of a new mechanical bar screen including electrical controls. The approximately 12-year old existing bar screen is poor at removing rags and other materials, the new bar screen will remove substantially more, minimizing adverse effects on the downstream treatment process.

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

Financial Consideration: $149,800 from Utility Fund (Wastewater Equipment Repairs & Maintenance) 20-03-5520

Recommendation: Staff recommends award of the construction contract to Fryer Construction in the above amount.

Attachments: Engineer's Award Recommendation Letter and Bid Tabulation

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

4833 Spicewood Springs Road
Suite 204
Austin, TX 78759
512 342.6868

KSA ENGINEERS

November 16, 2012

Pat Womack, Public Works Director *via email only*
City of Leander
200 W. Willis Street
Leander, TX 78646

RE: Wastewater Treatment Plant Mechanical Bar Screen Improvements
Bid Tabulation and Award Recommendation

Dear Mr. Womack,

Bids for the above referenced project were received at 2:00 PM, Tuesday, November 13, 2012, at City Hall and were publicly read aloud at the same time, date, and location. KSA Engineers has reviewed the bids and prepared a Bid Tabulation indicating the bid results. This Bid Tabulation is attached for your review. A total of seven (7) bids were received. All bidders submitted the required 5% bid security.

The low bidder is Fryer Construction Company of Argyle, Texas, in the amount of $149,800.00 for the Base Bid. Fryer Construction is an established contractor, feels confident in their bid, and is ready to proceed if so awarded.

It is respectfully recommended to the City of Leander that award of this construction contract be made to Fryer Construction Company for $149,800.00 for the Base Bid.

If the City of Leander awards this contract, our office will issue a notice of award to the low bidder and prepare Construction Contract Documents for execution by the Contractor and the City of Leander. KSA Engineers looks forward to working with the City during the construction phase to ensure a quality job.

If you have any questions about the Bid Tabulation or this award recommendation, please do not hesitate to contact us. Thank you.

Sincerely,
KSA ENGINEERS, INC.

Kate L. M. Dietz

Kate Dietz, P.E.
Project Manager

Enclosure: Bid Tabulation (2 pages)

cc: Kent Cagle, City Manager, City of Leander
Albert Wininger, Public Works Superintendent, City of Leander
Stephen Dorman, KSA Engineers
LEAN.003 Corr.

BID TABULATION
CITY OF LEANDER
Wastewater Treatment Plant
Mechanical Bar Screen Improvements
BID DATE AND TIME: Tuesday, November 13, 2012, 2:00 p.m.
Prepared By: KSA ENGINEERS, INC.

				1 Fryer Construction Co. PO Box 76 Argyle, TX 76226		2 Excel Construction Services 1202 Leander Drive Leander, TX 78641		3 Archer Western Construction 2121 Avenue J, Ste 103 Arlington, TX 76006		4 Keystone Construction PO Box 90398 Austin, TX 78709	
ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION OF ITEM	UNIT PRICE ($)	AMOUNT ($)	UNIT PRICE ($)	AMOUNT ($)	UNIT PRICE ($)	AMOUNT ($)	UNIT PRICE ($)	AMOUNT ($)
BASE BID											
1.01	1	LS	Mobilization	11,000.00	11,000.00	12,000.00	12,000.00	2,000.00	2,000.00	2,400.00	2,400.00
1.02	1	LS	Material Cost for Bar Screen Equipment	98,000.00	98,000.00	100,000.00	100,000.00	135,400.00	135,400.00	115,800.00	115,800.00
1.03	1	LS	Installation of Bar Screen	20,000.00	20,000.00	17,000.00	17,000.00	6,000.00	6,000.00	16,900.00	16,900.00
1.04	1	LS	Electrical and Instrumentation	17,000.00	17,000.00	20,000.00	20,000.00	10,000.00	10,000.00	17,100.00	17,100.00
1.05	1	LS	Demoliton of Existing Bar Screen	2,500.00	2,500.00	2,500.00	2,500.00	1,400.00	1,400.00	2,000.00	2,000.00
1.06	1	LS	Handrail and Grating Adjustment/Installation	1,300.00	1,300.00	1,500.00	1,500.00	830.00	830.00	3,800.00	3,800.00
1.07	1	LS	Repair Drives and/or Sidewalks	0.00	0.00	1,000.00	1,000.00	100.00	100.00	800.00	800.00
1.08	1	LS	Re-Establish Topsoil & Seeding for Disturbed Areas	0.00	0.00	1,000.00	1,000.00	100.00	100.00	400.00	400.00
			TOTAL AMOUNT BASE BID		**149,800.00**		**155,000.00**		**155,830.00**		**159,200.00**
DEDUCTIVE ALTERNATES											
D1.01	1	LS	DEDUCT Demolition of Existing Bar Screen	(2,300.00)	(2,300.00)	(2,000.00)	(2,000.00)	(1,400.00)	(1,400.00)	(2,000.00)	(2,000.00)
D1.02	1	LS	DEDUCT Handrail/Grating Adjustment	(1,300.00)	(1,300.00)	(1,500.00)	(1,500.00)	(830.00)	(830.00)	(3,800.00)	(3,800.00)
D1.03	1	LS	DEDUCT Repair Drives and/or Sidewalks	0.00	0.00	(1,000.00)	(1,000.00)	(100.00)	(100.00)	(800.00)	(800.00)
D1.04	1	LS	DEDUCT Re-Establish Topsoil & Seeding	0.00	0.00	(1,000.00)	(1,000.00)	(100.00)	(100.00)	(400.00)	(400.00)
			TOTAL AMOUNT DEDUCTIVE ALTERNATES		**(3,600.00)**		**(5,500.00)**		**(2,430.00)**		**(7,000.00)**
			TOTAL AMOUNT BASE BID AND DEDUCTIVE ALTERNATES		**146,200.00**		**149,500.00**		**153,400.00**		**152,200.00**

BID TABULATION
CITY OF LEANDER
Wastewater Treatment Plant
Mechanical Bar Screen Improvements
BID DATE AND TIME: Tuesday, November 13, 2012, 2:00 p.m.
Prepared By: KSA ENGINEERS, INC.

				5 Lewis Contractors PO Box 2974 Georgetown, TX 78627		6 MGC Contractors PO Box 61748 Phoenix, AZ 85082-1748		7 Wastewater Solutions 9217 Hwy 290 W, Ste 100 Austin, TX 78736	
ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION OF ITEM	UNIT PRICE ($)	AMOUNT ($)	UNIT PRICE ($)	AMOUNT ($)	UNIT PRICE ($)	AMOUNT ($)
BASE BID									
1.01	1	LS	Mobilization	15,860.00	15,860.00	5,000.00	5,000.00	30,000.00	30,000.00
1.02	1	LS	Material Cost for Bar Screen Equipment	94,300.00	94,300.00	211,000.00	211,000.00	277,500.00	277,500.00
1.03	1	LS	Installation of Bar Screen	88,336.00	88,336.00	21,000.00	21,000.00	23,625.00	23,625.00
1.04	1	LS	Electrical and Instrumentation	15,500.00	15,500.00	18,000.00	18,000.00	20,010.00	20,010.00
1.05	1	LS	Demoliton of Existing Bar Screen	1.00	1.00	1,000.00	1,000.00	15,562.50	15,562.50
1.06	1	LS	Handrail and Grating Adjustment/Installation	1.00	1.00	4,000.00	4,000.00	6,750.00	6,750.00
1.07	1	LS	Repair Drives and/or Sidewalks	1.00	1.00	1,500.00	1,500.00	6,750.00	6,750.00
1.08	1	LS	Re-Establish Topsoil & Seeding for Disturbed Areas	1.00	1.00	1,000.00	1,000.00	1,575.00	1,575.00
			TOTAL AMOUNT BASE BID		**214,000.00**		**262,500.00**		**381,772.50**
DEDUCTIVE ALTERNATES									
D1.01	1	LS	DEDUCT Demolition of Existing Bar Screen	(1.00)	(1.00)	(1,000.00)	(1,000.00)	(15,262.50)	(15,262.50)
D1.02	1	LS	DEDUCT Handrail/Grating Adjustment	(1.00)	(1.00)	(4,000.00)	(4,000.00)	(6,750.00)	(6,750.00)
D1.03	1	LS	DEDUCT Repair Drives and/or Sidewalks	(1.00)	(1.00)	(1,500.00)	(1,500.00)	(6,750.00)	(6,750.00)
D1.04	1	LS	DEDUCT Re-Establish Topsoil & Seeding	(1.00)	(1.00)	(1,000.00)	(1,000.00)	(1,575.00)	(1,575.00)
			TOTAL AMOUNT DEDUCTIVE ALTERNATES	(4.00)	(4.00)		(7,500.00)		(30,337.50)
			TOTAL AMOUNT BASE BID AND DEDUCTIVE ALTERNATES		**213,996.00**		**255,000.00**		**351,435.00**

Kate Dietz, P.E.
Project Manager
KSA Engineers, Inc.

Executive Summary

December 6, 2012

Council Agenda Subject: First reading of the ordinance on annexation of a 1.26 acre parcel, more or less, located in Williamson County, Texas, generally located to the southwest of the intersection of RM 2243 and Ronald W. Reagan Boulevard including the abutting streets, roadways, and rights-of-way.

Background: The Resolution setting the two public hearings for November 1, 2012 and **November 8, 2012** was approved by City Council on September 20, 2012. Second reading of the Ordinance is scheduled for December 20, 2012. This is a voluntary annexation whereas the property owner is requesting the property to be annexed into the city limits. **(Dates in bold indicate"Special Council Meetings")** The second Public Hearing date was changed to November 8th due to the rescheduling of the November 15th meeting. It was advertised properly for the November 8th meeting; however, the signed Resolution lists November 15th as the second public hearing date. In speaking with the City Attorney, the correction can be made on the final Ordinance.

Origination: Development Services Department

Attachments: Ordinance

Resolution

Petition for Annexation

Exhibit "A" – Property Descriptions

Exhibit "B" – Municipal Services Plan

Schedule for Voluntary Annexation

Prepared by: Jim Bechtol, Director of Development Services

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS ANNEXING 1.26 ACRES OF LAND, MORE OR LESS, INTO THE CORPORATE LIMITS OF THE CITY, INCLUDING THE ABUTTING ROADWAYS AND RIGHTS-OF-WAY, AT THE REQUEST OF THE PROPERTY OWNER; APPROVING A SERVICE PLAN FOR THE ANNEXED AREA; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

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

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

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

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

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

> All that certain tract or parcel of land, located in Williamson County, Texas, being 1.26 acres, more or less, out of the E.D. Harmon Survey, Abstract No. 6, recorded under Document No. 2003006077 of the Official Public Records, Williamson County, Texas and being more particularly described and shown in Exhibit "A" attached hereto and incorporated herein for all purposes.

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

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

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

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

SECTION 7. That the November 1, 2012 and November 8, 2012 public hearings held to allow for public comment on the Annexed Property were properly posted and notices were published in a newspaper of general circulation within the City in accordance with applicable statutes and the City Council hereby ratifies those previous public hearings.

SECTION 8. That if any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 9. That this Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the *Tex. Loc. Gov't. Code*.

SECTION 10. That it is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't. Code*.

PASSED AND APPROVED on First Reading this 6th day of December, 2012.

FINALLY PASSED AND APPROVED on this ____ day of _____, 2012.

ATTEST:

CITY OF LEANDER, TEXAS

_____

Debbie Haile, City Secretary

_____

Christopher Fielder, Mayor

Exhibit "A"

Property Description: +/- 1.26 acre tract

FIELD NOTES
JOB NO. 11040–xx
DATE: July 25, 2012
PAGE 1 OF 3

1.26 ACRES

Being 1.26 acres of land situated in Williamson County, Texas, out of the E.D. Harmon Survey, Abstract No. 6, being a portion of that tract to illiamson County, Texas (Tract 2) in a Special Warranty Deed, dated January 5, 2003 and recorded under Document No. 2003006077, Official Public Records, Williamson County, Texas, described as being a portion of Lot 6, Block 3, Ridgmar Landing, a Williamson County subdivision recorded in Cabinet D, Slide 67, Plat Records, Williamson County, Texas, save and except that portion described in Warranty Deed, dated August 25, 1994, to Robert L. Haddock, et ux, and recorded in Volume 2598, Page 526, Official Records, Williamson County, Texas and being described by metes and bounds as follows:

BEGINNING at a calculated point in the west line of said Williamson County, Texas (Tract 2) tract and the east line of that tract described as 12.88 acres in a Special Warranty Deed with Vendor's Lien, dated May 27, 2011, to Beasley Tract, L.P., a Texas limited partnership, and recorded under Document No. 2011035206 of said official public records, from which a 5/8 inch iron pin found for the northwest corner of said Lot 6, Block 3, also being the northwest corner of said Williamson County, Texas (Tract 2) tract and the southwest corner of Lot 1, Block 3, also being the southwest corner of that tract described as 1.37 acres (Tract 4C) in a Warranty Deed, dated May 27, 2011, to Beasley Tract, L.P., a Texas limited partnership, and recorded under Document No. 2011035210 of said official public records bears N 05°22'30" E 341.19 feet;

THENCE: into said Williamson County, Texas (Tract 2) tract and with the east line of the herein described tract in the following two (2) courses:

1. S 25°34'13" E 283.71 feet to a calculated point,
2. S 20°24'46" E 208.96 feet to a calculated point in the north line of said Haddock Jr (Tract 2) tract and the south line of said Williamson County, Texas (Tract 2) for the southeast corner of the herein described tract;

THENCE: with the south line of said Williamson County, Texas (Tract 2) and the herein described tract in the following two (2) courses:

1. S 86°57'15" W 53.64 feet with the north line of said Haddock Jr. (Tract 2) to a calculated point for the most westerly corner of said Haddock Jr. (Tract 2), the northwest corner of Lot 3, Block 2 of said Ridgmar Landing, and the northeast corner of Lot 2, Block 2 of said Ridgmar Landing,
2. N 82°41'30" W 183.84 feet with the north line of said Lot 2, Block 2 to a calculated point for the southeast corner of said Beasley (2011035206) tract and the southwest corner of said Williamson County, Texas (Tract 2) tract and the herein described tract;

THENCE: N 05°22'30" E with the east line of said Beasley (2011035206) tract and the west line of said Williamson County, Texas (Tract 2) tract and the herein described tract, at 10.00 feet passing a 1 inch iron rod found in concrete and continuing in all 433.13 feet to the **Point of Beginning** and containing 1.26 acres of land.

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

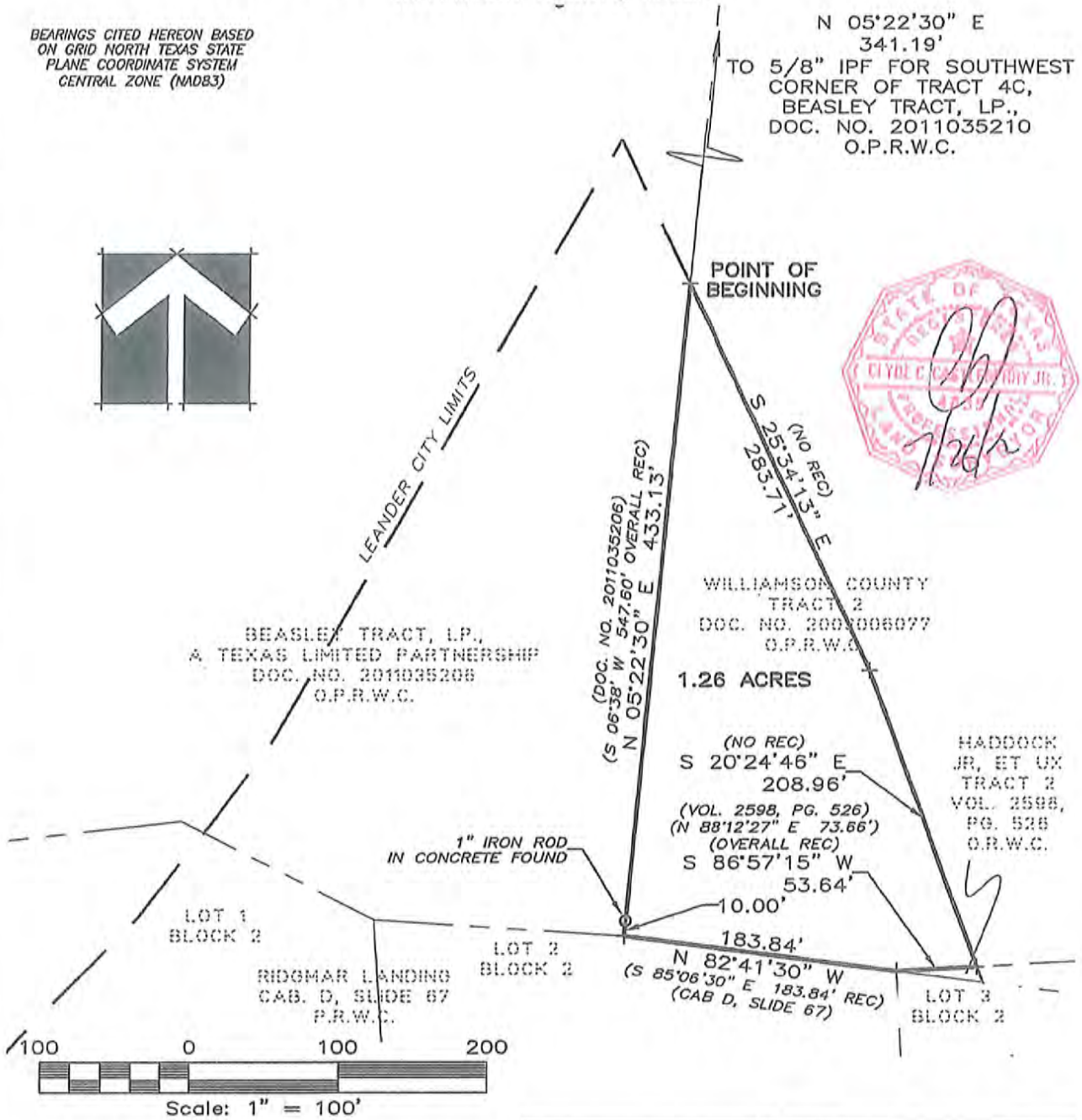
Bearings cited hereon based on Grid North Texas State Plane Coordinate System (Central Zone) NAD83.

Clyde C. Castleberry, Jr., R.P.L.S. No. 4835
Castleberry Surveying, Ltd.
3613 Williams Drive, Suite 903
Georgetown, Texas 78628

STATE OF TEXAS
REGISTERED
CLYDE C. CASTLEBERRY JR.
4835
PROFESSIONAL
LAND SURVEYOR

CCC/crh

SKETCH TO ACCOMPANY FIELD NOTES FOR
1.26 ACRES OUT OF THE E.D. HARMON SURVEY, ABSTRACT NO. 6
WILLIAMSON COUNTY, TEXAS

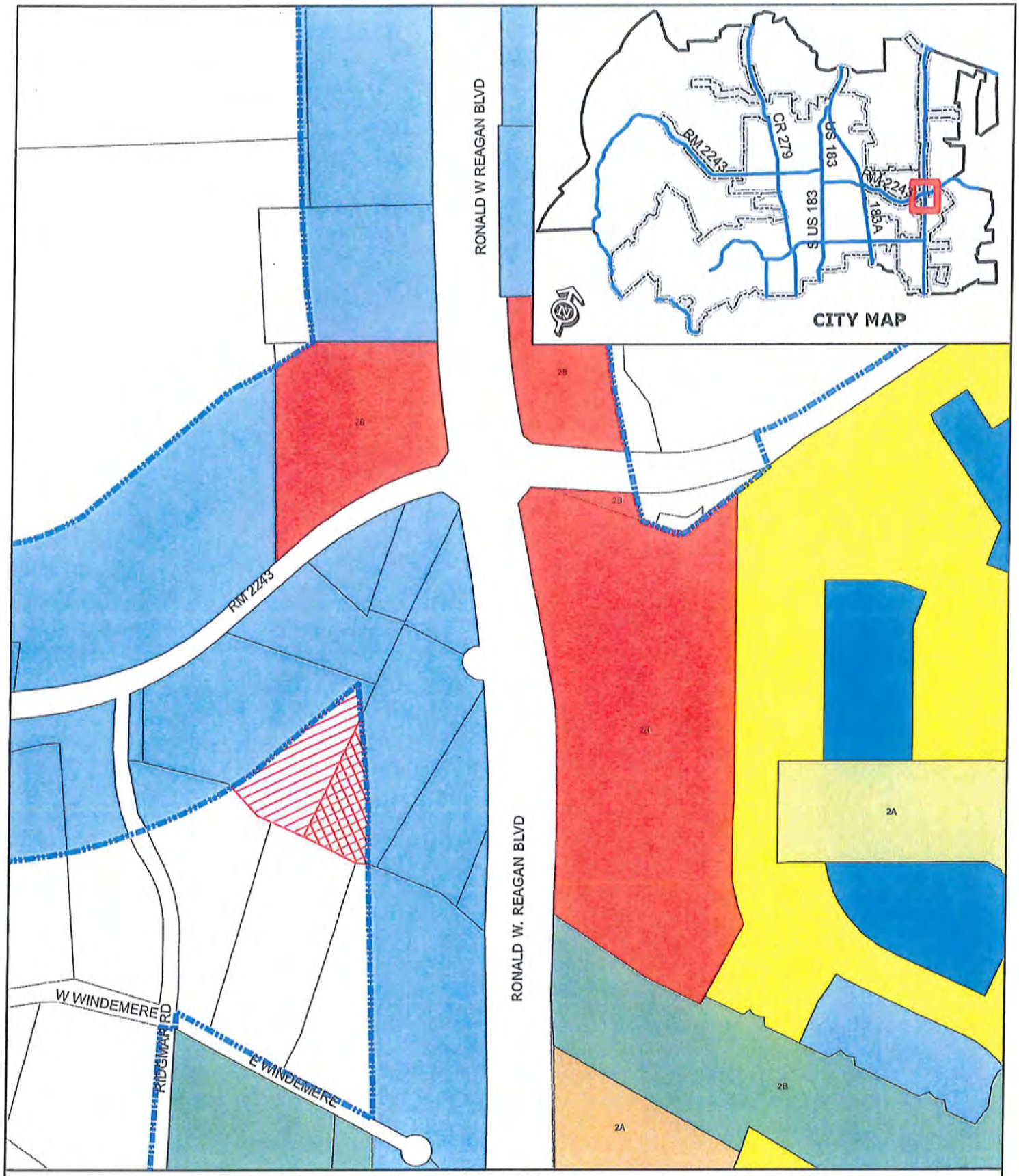


This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

LEGEND	
+	CALCULATED POINT
P.R.W.C.	PLAT RECORDS WILLIAMSON COUNTY
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY
O.R.W.C.	OFFICIAL RECORDS WILLIAMSON COUNTY

Castleberry Surveying, Ltd.
3613 Williams Drive, Suite 903 – Georgetown, Texas 78628
(512) 930-1600/(512) 930-9389 fax
www.castleberrysurveying.com

DRAWING FILE: S:\2011_PROJECTS\11040 HARMON E. D. SVY 13 ACRE ALTA RRB & 2243\11040-XX LEANDER CITY LIMITS\ 11040-XX_LEANDER CITY LIMITS-WILCO_20120



DEVELOPMENT & ANNEXATION EXHIBIT

Location Exhibit

Southwest Corner of RR 2243 & Ronald W. Reagan Blvd

0 200
Feet

City Limits
Williamson County
Beasley Tract, LP

Exhibit "B"

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

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

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

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

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

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

NOW, THEREFORE, the City agrees to provide the following services for the subject property on the effective date of annexation:

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

A. Police protection as follows:

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

B. Fire protection and Emergency Medical Services as follows:

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

C. Solid waste collection services as follows:

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

D. Animal control as follows:

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

E. Maintenance of parks and playgrounds within the City.

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

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

H. Land use regulation as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

traffic control devices and street lighting, the City will maintain such newly constructed public streets, roadways and rights-of-way within the boundaries of the subject property, as follows:

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

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

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

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

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

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

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

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

Exhibit "B"

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

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

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

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

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

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

NOW, THEREFORE, the City agrees to provide the following services for the subject property on the effective date of annexation:

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

A. Police protection as follows:

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

B. Fire protection and Emergency Medical Services as follows:

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

C. Solid waste collection services as follows:

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

D. Animal control as follows:

Service by present personnel, equipment and facilities or by contract with a third party, as

provided within the City.

E. Maintenance of parks and playgrounds within the City.

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

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

H. Land use regulation as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RESOLUTION NO. 12-021-00

A RESOLUTION OF THE CITY OF LEANDER, TEXAS, ACCEPTING THE PETITION FOR ANNEXATION OF A 1.26, MORE OR LESS, ACRE PARCEL, INCLUDING THE ABUTTING STREETS, ROADWAYS, AND RIGHTS-OF-WAY, LOCATED IN WILLIAMSON COUNTY, TEXAS; SETTING AN ANNEXATION SCHEDULE; PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

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

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

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

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

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

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

Section 2. Proceedings. The petition for annexation of the following property, including the abutting streets, roadways, and rights of way, and the draft services plan shown in Exhibit "B", submitted by Petitioner, are hereby accepted:

> All that certain tract or parcel of land, located in Williamson County, Texas, being 1.26 acres, more or less, out of the E.D. Harmon Survey, Abstract No. 6, recorded under Document No. 2003006077 of the Official Public Records, Williamson County, Texas and being more particularly described and shown in Exhibit "A" attached hereto and incorporated herein for all purposes.

Two public hearings are set for the dates of November 1, 2012 and November 15, 2012. Notice of such hearings shall be posted and the hearings shall be open to the public to accept public comment on the annexation request.

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

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

PASSED AND APPROVED this the 20th day of September, 2012.

ATTEST:

Debbie Haile, City Secretary

THE CITY OF LEANDER, TEXAS

Christopher Fielder, Mayor

CITY OF LEANDER
ESTABLISHED 1882
INCORPORATED 1914
STATE OF TEXAS

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

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

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

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

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

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

NOW THEREFORE, the undersigned by this Request and Petition:

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

> All that certain tract or parcel of land, located in Williamson County, Texas, being 1.26 acres, more or less, out of the E.D. Harmon Survey, Abstract No. 6, recorded under Document No. 2003006077 of the Official Public Records, Williamson County, Texas and being more particularly described and shown in Exhibit "A" attached hereto and incorporated herein for all purposes.

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

SECTION THREE: Acknowledges and represents having received, read and understood the attached "draft" Service Plan, attached hereto as Exhibit "B", (proposed to be applicable to and adopted for the subject property) and that such "draft" Service Plan is wholly adequate and acceptable to the undersigned who hereby requests the City Council to proceed with the annexation

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

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

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

FILED, this 21st day of August 2012, with the City Secretary of the City of Leander, Williamson County, Texas.

Petitioner: Williamson County, Texas

By: [signature]
Name: Dan A. Gattis
Title: 08-21-2012

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 21st day of August 2012.

(SEAL)

[signature]
Notary Public-State of Texas

LISA DWORACZYK
Notary Public, State of Texas
My Commission Expires
September 29, 2014

SCHEDULE FOR VOLUNTARY ANNEXATION – SWC RR 2243 & Ronald Reagan – Wilco – 1.26 Acres +/-

DATE	ACTION/EVENT	LEGAL AUTHORITY
September 20, 2012	**COUNCIL BY WRITTEN RESOLUTION** Directs notification to land owners; and sets two (2) Public Hearings: **November 1, 2012 and November 8, 2012**; 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 October 1, 2012	**NOTICE TO** property owners & utility providers	Loc. Gov't Code § 43.062(a)
October 17, 2012* Publish notice of First Public Hearing **October 24, 2012*** Publish notice of Second Public Hearings	**NEWSPAPER NOTICES** RE: FIRST AND SECOND PUBLIC HEARINGS; (If applicable Notice to Railroad) **SCHOOL DISTRICT NOTICE** (notify each school district of possible impact) POST NOTICE ON WEB SITE and MAINTAIN UNTIL COMPLETE	Not less than 10 days nor more than 20 days before 1st and 2nd public hearings. Loc. Gov't Code, §43.063 (c).
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)
Nov. 1, 2012*	**1st PUBLIC HEARING** AND PRESENT SERVICE PLAN (Not more than 40 days before the 1st reading of ordinance) *REGULAR MEETING*	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.063(a) & 43.065.
Nov. 8, 2012*	**2nd PUBLIC HEARING** AND PRESENT SERVICE PLAN (At least 20 days before 1st reading of ordinance.) *SPECIAL CALLED MEETING*	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.063(a) & 43.065.
Institution Date **December 6, 2012***	**FIRST READING** OF ORDINANCE *REGULAR MEETING*	Date of institution of proceedings. Not less than 20 days from the second public hearing nor more than 40 days from the first public hearing.
December 20, 2012 Or at a special called meeting after the First Reading	**SECOND-FINAL READING** OF ORDINANCE *REGULAR MEETING*	Not more than 90 days after 1st reading of Ordinance § 43.064.
December 31, 2012 Or as soon as documents are received from City	FILE FOR VOTING RIGHTS ACT **PRECLEARANCE**	42 U.S.C. §1973c; Loc. Gov't Code, §43.906;
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
Upon receipt of DOJ Preclearance or 60 days after DOJ's receives submission	**IMPLEMENT ANNEXATION** for voting purposes (Upon preclearance from Justice Dept.) **Send certified copy of ordinance and maps** to State Comptroller and any franchise holders	42 U.S.C. §1973c.
After DOJ Preclearance	**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	

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

***Newspaper notices to paper by 10 a.m. the preceding Friday**

Executive Summary

December 6, 2012

Council Agenda Subject: First reading of the ordinance on annexation of a 2.02 acre parcel, more or less, located in Williamson County, Texas, generally located to the southwest of the intersection of RM 2243 and Ronald W. Reagan Boulevard including the abutting streets, roadways, and rights-of-way.

Background: The Resolution setting the two public hearings for November 1, 2012 and **November 8, 2012** was approved by City Council on September 20, 2012. The second reading of the Ordinance is scheduled for December 20, 2012. This is a voluntary annexation whereas the property owner is requesting the property to be annexed into the city limits. **(Dates in bold indicate"Special Council Meetings")** The second Public Hearing date was changed to November 8th due to the rescheduling of the November 15th meeting. It was advertised properly for the November 8th meeting; however, the signed Resolution lists November 15th as the second public hearing date. In speaking with the City Attorney, the correction can be made on the final Ordinance.

Origination: Development Services Department

Attachments: Ordinance

Resolution

Petition for Annexation

Exhibit "A" – Property Descriptions

Exhibit "B" – Municipal Services Plan

Schedule for Voluntary Annexation

Prepared by: Jim Bechtol, Director of Development Services

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS ANNEXING 2.02 ACRES OF LAND, MORE OR LESS, INTO THE CORPORATE LIMITS OF THE CITY, INCLUDING THE ABUTTING ROADWAYS AND RIGHTS-OF-WAY, AT THE REQUEST OF THE PROPERTY OWNER; APPROVING A SERVICE PLAN FOR THE ANNEXED AREA; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

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

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

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

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

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

> All that certain tract or parcel of land, located in Williamson County, Texas, being 2.02 acres, more or less, out of the E.D. Harmon Survey, Abstract No. 6, recorded under Document No. 2011035206 of the Official Public Records, Williamson County, Texas and being more particularly described and shown in Exhibit "A" attached hereto and incorporated herein for all purposes.

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

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

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

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

SECTION 7. That the November 1, 2012 and November 8, 2012 public hearings held to allow for public comment on the Annexed Property were properly posted and notices were published in a newspaper of general circulation within the City in accordance with applicable statutes and the City Council hereby ratifies those previous public hearings.

SECTION 8. That if any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 9. That this Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the *Tex. Loc. Gov't. Code.*

SECTION 10. That it is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't. Code.*

PASSED AND APPROVED on First Reading this 6th day of December, 2012.

FINALLY PASSED AND APPROVED on this ____ day of _____, 2012.

ATTEST:

_____

Debbie Haile, City Secretary

CITY OF LEANDER, TEXAS

_____

Christopher Fielder, Mayor

Exhibit "A"

Property Description: +/- 2.02 acre tract

FIELD NOTES
JOB NO. 11040–xx
DATE: July 25, 2012
PAGE 1 OF 3

2.02 ACRES

Being 2.02 acres of land situated in Williamson County, Texas, out of the E.D. Harmon Survey, Abstract No. 6, being a portion of that tract described as 12.88 acres in a Special Warranty Deed with Vendor's Lien, dated May 27, 2011, to Beasley Tract, L.P., a Texas limited partnership, and recorded under Document No. 2011035206, Official Public Records, Williamson County, Texas and being described by metes and bounds as follows:

BEGINNING at a calculated point in the east line of said Beasley (2011035206) tract and the west line of that tract to Williamson County, Texas (Tract 2) in a Special Warranty Deed, dated January 5, 2003 and recorded under Document No. 2003006077 of said official public records, described as being a portion of Lot 6, Block 3, Ridgmar Landing, a Williamson County subdivision recorded in Cabinet D, Slide 67, Plat Records, Williamson County, Texas, save and except that portion described in Warranty Deed, dated August 25, 1994, to Robert L. Haddock, et ux, and recorded in Volume 2598, Page 526, Official Records, Williamson County, Texas for the northeast corner of the herein described tract, from which a 5/ 8 inch iron pin found for the northwest corner of said Lot 6, Block 3, also being the northwest corner of said Williamson County, Texas (Tract 2) and the southwest corner of Lot 1, Block 3, also being the southwest corner of that tract described as 1.37 acres (Tract 4C) in a Warranty Deed, dated May 27, 2011, to Beasley Tract, L.P., a Texas limited partnership, and recorded under Document No. 2011035210 of said official public records bears N 05°22'30" E 341.19 feet;

THENCE: S 05°22'30" W with the east line of said Beasley (2011035206) tract and the herein described tract and with the west line of said Williamson County, Texas (Tract 2 - 2003006077) tract, at 423.13 feet passing a 1 inch iron rod found in concrete found and continuing in all 433.13 feet to a calculated point in the north line of Lot 2, Block 2 of said Ridgmar Landing for the southwest corner of said Williamson County, Texas (Tract 2 – 2003006077) tract and the southeast corner of said Beasley (2011035206) tract and the herein described tract;

THENCE: with the south line of said Beasley (2011035206) tract and the herein described tract in the following two (2) courses:

1. N 86°19'24" W 168.33 feet with the north line of said Lot 2, Block 2 to a calculated point for the northwest corner of said Lot 2, Block 2 and the northeast corner of Lot 1, Block 2 of said Ridgmar Landing,
2. N 63°19'24" W 127.62 feet with the north line of said Lot 1, Block 2 to a calculated point for the southwest corner of the herein described tract;

THENCE: into said Beasley (2011035206) tract and with the west line of the herein described tract in the following two (2) courses:

1. N 37°25'06" E 71.09 feet to a calculated point,
2. N 30°07'30" E 465.27 feet to a calculated point for the northwest corner of the herein described tract;

THENCE: S 25°36'18" E 106.18 feet, continuing into said Beasley (2011035206) tract and with the north line of the herein described tract to the **Point of Beginning** and containing 2.02 acre of land.

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Bearings cited hereon based on Grid North Texas State Plane Coordinate System (Central Zone) NAD83.

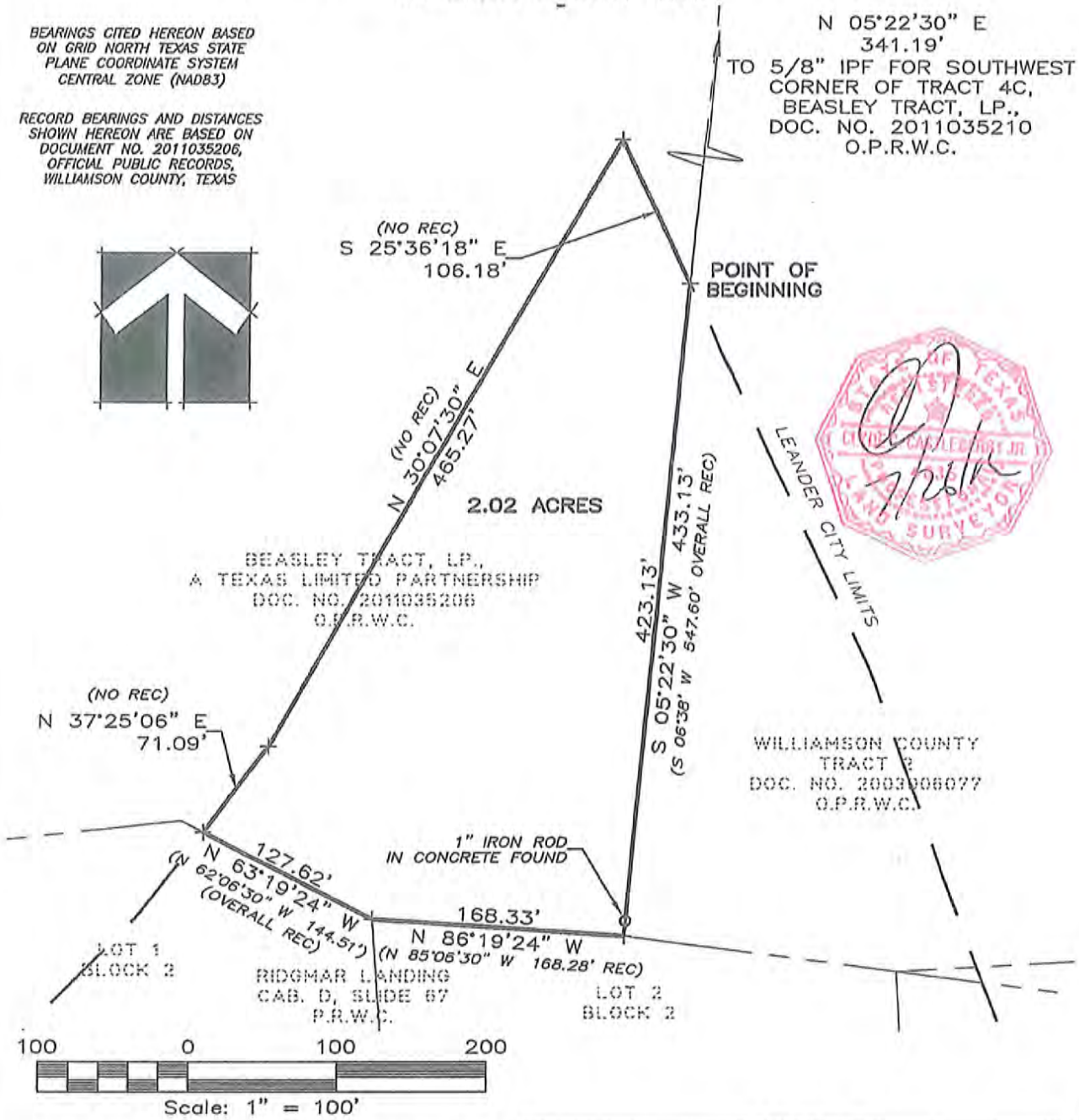
7/26/12

Clyde C. Castleberry, Jr., R.P.L.S. No. 4835
Castleberry Surveying, Ltd.
3613 Williams Drive, Suite 903
Georgetown, Texas 78628

STATE OF TEXAS REGISTERED CLYDE C. CASTLEBERRY JR. 4835 PROFESSIONAL LAND SURVEYOR

CCC/crh

SKETCH TO ACCOMPANY FIELD NOTES FOR
2.02 ACRES OUT OF THE E.D. HARMON SURVEY, ABSTRACT NO. 6
WILLIAMSON COUNTY, TEXAS

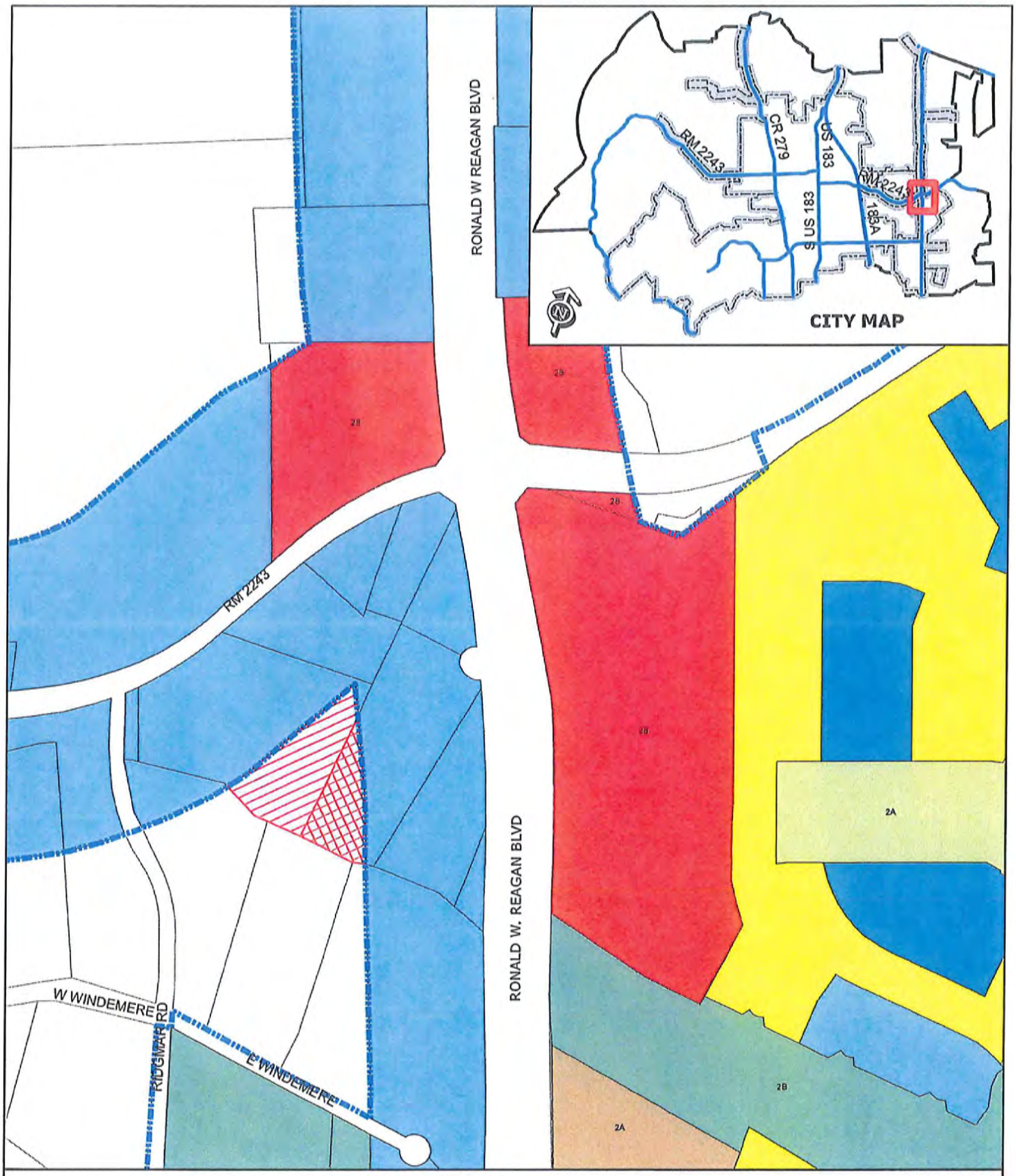


This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

LEGEND	
+	CALCULATED POINT
P.R.W.C.	PLAT RECORDS WILLIAMSON COUNTY
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY

Castleberry Surveying, Ltd.
3613 Williams Drive, Suite 903 – Georgetown, Texas 78628
(512) 930-1600/(512) 930-9389 fax
www.castleberrysurveying.com

DRAWING FILE: S:\2011_PROJECTS\11040 HARMON E. D. SVY 13 ACRE ALTA RRB & 2243\11040-XX LEANDER CITY LIMITS\ 11040-XX_LEANDER CITY LIMITS-BEASLEY_201



DEVELOPMENT & ANNEXATION EXHIBIT

Location Exhibit

Southwest Corner of RR 2243 & Ronald W. Reagan Blvd

0 200
Feet

City Limits
Williamson County
Beasley Tract, LP

Exhibit "B"

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

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

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

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

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

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

NOW, THEREFORE, the City agrees to provide the following services for the subject property on the effective date of annexation:

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

A. Police protection as follows:

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

B. Fire protection and Emergency Medical Services as follows:

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

C. Solid waste collection services as follows:

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

D. Animal control as follows:

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

E. Maintenance of parks and playgrounds within the City.

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

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

H. Land use regulation as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

traffic control devices and street lighting, the City will maintain such newly constructed public streets, roadways and rights-of-way within the boundaries of the subject property, as follows:

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

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

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

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

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

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

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

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

Exhibit "B"

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

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

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

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

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

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

NOW, THEREFORE, the City agrees to provide the following services for the subject property on the effective date of annexation:

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

A. Police protection as follows:

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

B. Fire protection and Emergency Medical Services as follows:

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

C. Solid waste collection services as follows:

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

D. Animal control as follows:

Service by present personnel, equipment and facilities or by contract with a third party, as

provided within the City.

E. Maintenance of parks and playgrounds within the City.

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

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

H. Land use regulation as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RESOLUTION NO. 12-022-00

A RESOLUTION OF THE CITY OF LEANDER, TEXAS, ACCEPTING THE PETITION FOR ANNEXATION OF A 2.02, MORE OR LESS, ACRE PARCEL, INCLUDING THE ABUTTING STREETS, ROADWAYS, AND RIGHTS-OF-WAY, LOCATED IN WILLIAMSON COUNTY, TEXAS; SETTING AN ANNEXATION SCHEDULE; PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

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

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

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

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

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

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

Section 2. Proceedings. The petition for annexation of the following property, including the abutting streets, roadways, and rights of way, and the draft services plan shown in Exhibit "B", submitted by Petitioner, are hereby accepted:

> All that certain tract or parcel of land, located in Williamson County, Texas, being 2.02 acres, more or less, out of the E.D. Harmon Survey, Abstract No. 6, recorded under Document No. 2011035206 of the Official Public Records, Williamson County, Texas and being more particularly described and shown in Exhibit "A" attached hereto and incorporated herein for all purposes.

Two public hearings are set for the dates of November 1, 2012 and November 15, 2012. Notice of such hearings shall be posted and the hearings shall be open to the public to accept public comment on the annexation request.

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

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

PASSED AND APPROVED this the 20th day of September, 2012.

ATTEST:

Debbie Haile

Debbie Haile, City Secretary

THE CITY OF LEANDER, TEXAS

Christopher Fielder, Mayor

CITY OF LEANDER
ESTABLISHED 1887 INCORPORATED 1974
STATE OF TEXAS

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

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

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

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

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

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

NOW THEREFORE, the undersigned by this Request and Petition:

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

> All that certain tract or parcel of land, located in Williamson County, Texas, being 2.02 acres, more or less, out of the E.D. Harmon Survey, Abstract No. 6, recorded under Document No. 2011035206 of the Official Public Records, Williamson County, Texas and being more particularly described and shown in Exhibit "A" attached hereto and incorporated herein for all purposes.

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

SECTION THREE: Acknowledges and represents having received, read and understood the attached "draft" Service Plan, attached hereto as Exhibit "B", (proposed to be applicable to and adopted for the subject property) and that such "draft" Service Plan is wholly adequate and acceptable to the undersigned who hereby requests the City Council to proceed with the annexation

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

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

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

FILED, this 17th day of August 2012, with the City Secretary of the City of Leander, Williamson County, Texas.

Petitioner: Beasley Tract L.P.
By Beasley Tract GP, LLC

By: _____
Name: Jeremy Smithead
Title: Manager of General Partner

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Jeremy Smithead, Manager of Beasley Tract L.P., a Texas limited partnership and Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that they had authority to bind the entity and that they executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 17th day of August 2012.

(SEAL)

CHRISTINA L. YOUNG
Notary Public, State of Texas
My Commission Expires
March 03, 2013

_____
Notary Public-State of Texas

SCHEDULE FOR VOLUNTARY ANNEXATION – SWC RR 2243 & Ronald Reagan – Beasley – 2.02 Acres +/-

DATE	ACTION/EVENT	LEGAL AUTHORITY
September 20, 2012	**COUNCIL BY WRITTEN RESOLUTION** Directs notification to land owners; and sets two (2) Public Hearings: **November 1, 2012 and November 8, 2012**; 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 October 1, 2012	**NOTICE TO** property owners & utility providers	Loc. Gov't Code § 43.062(a)
October 17, 2012* Publish notice of First Public Hearing **October 24, 2012*** Publish notice of Second Public Hearings	**NEWSPAPER NOTICES** RE: FIRST AND SECOND PUBLIC HEARINGS; (If applicable Notice to Railroad) **SCHOOL DISTRICT NOTICE** (notify each school district of possible impact) POST NOTICE ON WEB SITE and MAINTAIN UNTIL COMPLETE	Not less than 10 days nor more than 20 days before 1st and 2nd public hearings. Loc. Gov't Code, §43.063 (c).
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)
Nov. 1, 2012*	**1st PUBLIC HEARING** AND PRESENT SERVICE PLAN (Not more than 40 days before the 1st reading of ordinance) *REGULAR MEETING*	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.063(a) & 43.065.
Nov. 8, 2012*	**2nd PUBLIC HEARING** AND PRESENT SERVICE PLAN (At least 20 days before 1st reading of ordinance.) *SPECIAL CALLED MEETING*	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.063(a) & 43.065.
Institution Date **December 6, 2012***	**FIRST READING** OF ORDINANCE *REGULAR MEETING*	Date of institution of proceedings. Not less than 20 days from the second public hearing nor more than 40 days from the first public hearing.
December 20, 2012 Or at a special called meeting after the First Reading	**SECOND-FINAL READING** OF ORDINANCE *REGULAR MEETING*	Not more than 90 days after 1st reading of Ordinance § 43.064.
December 31, 2012 Or as soon as documents are received from City	FILE FOR VOTING RIGHTS ACT **PRECLEARANCE**	42 U.S.C. §1973c; Loc. Gov't Code, §43.906;
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
Upon receipt of DOJ Preclearance or 60 days after DOJ's receives submission	**IMPLEMENT ANNEXATION** for voting purposes (Upon preclearance from Justice Dept.) **Send certified copy of ordinance and maps** to State Comptroller and any franchise holders	42 U.S.C. §1973c.
After DOJ Preclearance	**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	

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

***Newspaper notices to paper by 10 a.m. the preceding Friday**

Executive Summary

December 6, 2012

Council Agenda Subject: Approval of a resolution by the Board of Directors of the Brushy Creek Regional Utility Authority to resolve an inconsistency relating to the date by which the Annual Audit must be filed.

Background: Section 17 of the 2009 bond resolution authorizing the issuance of the Leander contract revenue bonds provides that the BCRUA shall have an independent audit performed annually no later than 180 days after the close of each fiscal year. However, Section 33 of the resolution provides that the BCRUA submit a copy of its annual audit report to the Texas Water Development Board (TWDB) within 120 days of the close of its fiscal year. Bond Counsel has worked with staff of the TWDB to prepare the necessary amendment to resolve this inconsistency by changing submission date to be 180 days.

Origination: McCall Parkhurst & Horton, BCRUA bond counsel

Financial Consideration: n.a.

Recommendation: Approval of resolution

Attachments: Resolution

Prepared by: Robert G. Powers, Finance Director

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF LEANDER, TEXAS, APPROVING A RESOLUTION BY THE BOARD OF DIRECTORS OF THE BRUSHY CREEK REGIONAL UTILITY AUTHORITY, INC. APPROVING AMENDMENT OF THE BOND RESOLUTION AUTHORIZING THE ISSUANCE OF $91,180,000 BRUSHY CREEK REGIONAL UTILITY AUTHORITY, INC. CITY OF LEANDER, TEXAS CONTRACT REVENUE BONDS (BRUSHY CREEK REGIONAL WATER TREATMENT AND DISTRIBUTION PROJECT), SERIES 2009 TO RESOLVE AN INCONSISTENCY RELATING TO THE DATE BY WHICH THE ANNUAL AUDIT MUST BE FILED

WHEREAS, the City of Leander has adopted a Resolution Approving a Resolution by the Board of Directors of the Brushy Creek Regional Utility Authority, Inc. Authorizing the Issuance of $91,180,000 Brushy Creek Regional Utility Authority, Inc. City of Leander, Texas Contract Revenue Bonds (Brushy Creek Regional Water Treatment and Distribution Project), Series 2009 (the "Bonds"); and

WHEREAS, section 17 of the resolution authorizing the issuance of the Bonds provides that the Brushy Creek Regional Utility Authority (the "BCRUA") will have an independent audit of its books and records performed annually no later than 180 days after the close of each fiscal year while section 33 of the resolution provides that the BCRUA shall submit a copy of its annual audit report to the Texas Water Development Board (the "TWDB") within 120 days of the close of its fiscal year; and

WHEREAS, the TWDB has approved the amendment of section 33(a) of the resolution issued by the BCRUA on behalf of the City of Leander to allow the BCRUA up to 180 days after the close of its fiscal year to submit its annual audit to the TWDB; and

WHEREAS, the BCRUA is proposing to adopt a resolution approving said amendment of section 33(a) in substantially the form attached hereto;

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

1. The proposed resolution in substantially the form attached hereto to be adopted by the Board of Directors of the Brushy Creek Regional Utility Authority, Inc. Approving Amendment of the Bond Resolution Authorizing the Issuance of $91,180,000 Brushy Creek Regional Utility Authority, Inc. City of Leander, Texas Contract Revenue Bonds (Brushy Creek Regional Water Treatment and Distribution Project), Series 2009 is hereby approved.

2. The City of Leander does hereby reaffirm and confirm the Bond Resolution which authorized the Bonds, as amended.

3. The City Manager is hereby instructed to do any and all things necessary in order to accomplish the adoption of this amendment.

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

PASSED AND APPROVED on this 6th day of December, 2012.

ATTEST: CITY OF LEANDER, TEXAS

_____ _____

Debbie Haile, City Secretary Christopher Fielder, Mayor

Executive Summary

December 6, 2012

Subject: Interlocal Purchasing Agreement with Houston-Galveston Area Council (HGAC)

Background: Entering into this Interlocal agreement with the Houston-Galveston Area Council (HGAC) will enable the City of Leander to purchase off of their contracts which have been competitively bid.

Origination: Becky Martinka, Purchasing Agent

Financial Consideration: n.a.

Recommendation: Staff recommends approval of this Interlocal agreement

Attachments: Copy of Interlocal agreement

Prepared by: Becky Martinka, Purchasing Agent

HGACBuy
THE SMART PURCHASING SOLUTION

INTERLOCAL CONTRACT FOR COOPERATIVE PURCHASING

ILC No.: _____
Permanent Number assigned by HGAC

THIS INTERLOCAL CONTRACT ("Contract"), made and entered into pursuant to the Texas Interlocal Cooperation Act,Chapter 791, Texas Government Code (the "Act"), by and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and * City of Leander _____, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "End User," having its principal place of business at * 200 West Willis Drive, Leander, Tx 78641

WITNESSETH

WHEREAS, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on * Dec 06, 2012 _____ (Date), and that it desires to contract with H-GAC on the terms set forth below;

NOW, THEREFORE, H-GAC and the End User do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY
The End User represents and warrants to H-GAC that **(1)** it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or moreof those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and **(2)** it possesses adequate legal authority to enter into this Contract.

ARTICLE 2: APPLICABLE LAWS
H-GAC and the End User agree to conduct all activitiesunder this Contract in accordance with all applicable rules, regulations,and ordinances and laws in effect or promulgated during the term of this Contract.

ARTICLE 3: WHOLE AGREEMENT
This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 4: PERFORMANCE PERIOD
The period of this Contract shall be for the balance of the fiscal year of the End User, which began * Oct 01, 2012 _____ and ends * Sep 30, 2013 _____. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

ARTICLE 5: SCOPE OF SERVICES
The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. End User will access the Program through HGACBuy.com and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

(over)

ARTICLE 6: PAYMENTS
H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC's contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H-GAC contractor.

ARTICLE 7: CHANGES AND AMENDMENTS
This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8: TERMINATION PROCEDURES
H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GACs contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

ARTICLE 9: SEVERABILITY
All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 10: FORCE MAJEURE
To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11: VENUE
Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO ORIGINALS BY THE PARTIES HERETO AS FOLLOWS:

* City of Leander
Name of End User (local government, agency, or non-profit corporation)

* 200 West Willis Drive
Mailing Address

* Leander TX 78641
City State ZIP Code

*By:
Signature of chief elected or appointed official

* Kent Cagle Dec 06, 2012
Typed Name & Title of Signatory Date

Houston-Galveston Area Council
3555 Timmons Lane, Suite 120, Houston, TX 77027

By:_____
Executive Director

Attest:_____
Manager

Date:_____

*Denotes required fields

*Request for Information

To expedite service, please complete the following blanks relevant to your agency's administrative/elective personnel and return the completed form to H-GAC, Cooperative Purchasing Program, P.O.Box 22777, Houston, TX 77227-2777.

Name of End User Agency : City of Leander County Name : Williamson
(Municipality / County / District / etc.)

Mailing Address : PO Box 319, Leander, TX 78646-0319
(Street Address/P.O. Box) (City) (State) (ZIP Code)

Main Telephone Number : 512-528-2000 FAX Number: 512-528-2829

Physical Address : 200 West Willis Drive, Leander, TX 78641
(Street Address, ifdifferent from mailing address) (City) (State) (ZIP Code)

Web Site Address: www.leandertx.gov

Authorized Official: Kent Cagle
(City manager / Executive Director / etc.)
Title: City Manager
Ph No.: 512-528-2700
Mailing Address: 200 West Willis, PO Box 319
(Street Address/P.O. Box)
E-Mail Address : kcagle@leandertx.gov
Leander TX 78641
(City) (State) (ZIP Code)

Official Contact: Rebecca (Becky) Martinka
(Purchasing Agent/Auditor etc.)
Title: Purchasing Agent
Ph No.: 512-528-2730
Fx No.: 512-528-2829
Mailing Address: 200 West Willis/PO Box 319
(Street Address/P.O. Box)
Email Address : bmartinka@leandertx.gov
Leander TX 78641
(City) (State) (ZIP Code)

Official Contact: Greg Minton
(Public Works Director/Police Chief etc.)
Title: Police Chief
Ph No.: 512-528-2816
Fx No.: 512-528-2888
Mailing Address: 705 Leander Drive
(Street Address/P.O. Box)
Email Address : gminton@leandertx.gov
Leander TX 78641
(City) (State) (ZIP Code)

Official Contact: Bill Gardner
(EMS Director/Fire Chief etc.)
Title: Fire Chief
Ph No.: 512-528-1664
Fx No.: 512-528-0726
Mailing Address: 101 E Sonny Drive
(Street Address/P.O. Box)
Email Address : bgardner@leandertx.gov
Leander TX 78641
(City) (State) (ZIP Code)