AGENDA

CITY COUNCIL
CITY OF LEANDER, TEXAS

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

Thursday ~ February 7, 2013 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: January 17, 2013
   Joint Work Session with P & Z: January 24, 2013

6. Receive Quarterly Investment Report

PUBLIC HEARING: ACTION

7. **a. Public Hearing** on Zoning Case # 12-Z-028: Consider a zoning change for 105.998 acres, more or less, a parcel located to the east of the intersection of Sam Bass Road and CR 179; south of Parkside at Mayfield Ranch and northwest of Williamson County Regional Park, from SFR-1-B, Single Family Rural (upon annexation) to SFS-2-B, Single Family Suburban and SFU-2-A, Single Family Urban, Leander, Williamson County, Texas
   Applicant: James A. Huffcut on behalf of Curtis and Julie Borho

   b. Action on Zoning Case # 12-Z-028: amending Ordinance #05-018, the Composite Zoning Ordinance for the property located to the east of the intersection of Sam Bass Road and CR 179, south of Parkside at Mayfield Ranch and northwest of Williamson County Regional Park, Leander, Williamson County, Texas

8. **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 SFR-1-B, Single Family Rural (upon annexation) and 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
   This item will be re-advertised and brought back to Council on the March 7, 2013 Agenda

REGULAR AGENDA

9. Consider Action on Zoning Case 12-Z-029: rezoning of two parcels generally located at the southwest corner of the intersection of Bagdad Road and Vista Ridge Drive, 18.732 acres, more or less from MF-2-B ,Multi Family to SFL-2-B, Single Family Limited, Leander, Williamson County, Texas

10. First reading of Ordinance for voluntary 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

11. First reading of Ordinance for voluntary 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

12. Consider a Resolution accepting the petition for annexation of 29.31 acre parcel, more or less, located in Williamson County, Texas, generally located south of CR 179, 1,400 feet northwest of Acacia Drive and approximately 1 mile east of Ronald W. Reagan Blvd. including the abutting streets, roadways, and rights-of-way and setting an annexation schedule

13. Consider a Resolution accepting the petition for annexation of four (4) tracts totaling 0.7107 acres, more or less, located in Williamson County, Texas, generally located approximately 500 feet south of CR 177, 400 feet east of Ronald W. Reagan Blvd., 1,900 feet north of CR 179 and 2,800 feet west of Valley View Drive, including the abutting streets, roadways, and rights-of-way and setting an annexation schedule

14. Consider authorizing the Mayor to execute the Construction Financing and Reimbursement Agreement for the Hero Way Waterline

15. Consider authorization of City Manager to negotiate and execute Task Order K-2 with Kleinfelder Central, Inc. for Professional Services for Construction Materials Observation and Testing Services for 1.25 MG Crystal Falls Elevated Storage Tank and Pump Station Modifications

16. Consider Change Order No. 1 for Mel Mathis Avenue (CR273) and San Gabriel Parkway (CR 274) Project

17. Consider Dedication and Acceptance of Subdivision Infrastructure Improvements for Vista Ridge, Phase Two-A

18. Consider Dedication and Acceptance of Subdivision Infrastructure Improvements for The Bluffs at Crystal Falls, Section 2, Phase 2D

19. Consider Dedication and Acceptance of Subdivision Infrastructure Improvements for The Fairways at Crystal Falls, Section 5, Caprock Estates, Phase 1

20. Consider an Ordinance Giving Consent to the Filing of Legislation Creating Leander Hills Municipal Utility District of Williamson County, Texas

21. Consider amendments to the Personnel Policy for Section 2.05, At Will Employer, Section 2.02, Political Activity and Article 8, Adverse Action

22. Consider Joint Election Agreement for Participating Entities with Williamson County

23. Consider approval of Contract of Election Services with Williamson County

24. Discuss and Consider amendments to the City Charter to be placed on the May 2013 ballot

25. Council Members Closing Statements

26. Adjournment

CERTIFICATION

This meeting will be conducted pursuant to the Texas Government Code Section 551.001 et seq. At any time during the meeting the Council reserves the right to adjourn into executive session on any of the above posted agenda items in accordance with the sections 551.071 [litigation and certain consultation with attorney], 551.072 [acquisition of interest in real property], 551.073 [contract for gift to city], 551.074 [certain personnel deliberations] or 551.076 [deployment/ implementation of security personnel or devices]. The City of Leander is committed to compliance with the American with Disabilities Act. Reasonable modifications and equal access to communications will be provided upon request. **Please call the City Secretary at 512/ 528-2743 for information.** Hearing impaired or speech disabled persons equipped with 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 1st day of February, 2013 by 5:00 pm pursuant to Chapter 551 of the Texas Government Code.

Debbie Haile, TRMC, City Secretary

AGENDA ITEM # 5

MINUTES

CITY COUNCIL
CITY OF LEANDER, TEXAS

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

Thursday ~ January 17, 2013 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 7:09 p.m. and welcomed those in attendance
   Council Member Lynch delivered the invocation

2. Roll Call
   All present

3. Staff Comments:
   None

4. Citizen Comments: Three (3) minutes allowed per speaker
   Please turn in speaker request form before the meeting begins.
   Jack Davis resident at Leander Station – spoke about a trail from Leander Station to HEB. He also stated that the residents have met with both Chief Gardener and Chief Minton and how many of them feel safe for the first time.

   Steve Kovacs – expressed his gratitude to the council for being responsible for the Citizens concerning the work session with the Fire Fighters Assn.

5. Recognition of Arts Commission History Exhibit October 29-January 23
   Steve Bosak, Director of Parks & Recreation introduced Stan Holcomb, Chairman of the Public Arts Commission and thanked him for his donation of the hanging system at the Leander Public Library

6. Presentation from the Leander Garden Club
   Jim Bechtol, Development Services Director explained and introduced Susan Hower, President of the Leander Garden Club who will be landscaping around the Economic Development/Chamber of Commerce Building

CONSENT AGENDA: ACTION

7. Approval of the minutes: Regular Meeting: January 3, 2013
   Work Session: January 3, 2013

8. Second Reading of Ordinance on the unilateral annexation of an area consisting of 10.00 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)

9. Second Reading of Ordinance on the unilateral annexation of an area consisting of 126.27 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)

10. Second Reading of Ordinance on the unilateral annexation of an area consisting of 257.75 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)

11. Second Reading of Ordinance on the unilateral annexation of an area consisting of 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 Parkway, including the abutting streets, roads, and rights-of-way. (Area D)

12. Second Reading of Ordinance 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)

13. Second Reading of Ordinance 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)

14. Second Reading of Ordinance 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)

15. Second Reading of Ordinance on the unilateral annexation of an area consisting of 1.00 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)

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

PUBLIC HEARING: ACTION

16. **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
Applicant has requested postponement of this item

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

PUBLIC HEARING: NO ACTION

17. Second Public Hearing for voluntary 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
No speakers

18. Second Public Hearing for voluntary 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
No speakers

REGULAR AGENDA

19. Second Reading of an Ordinance for 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 W and US Hwy 183, approximately 600 feet west of N US Hwy. 183 and 1,100 feet north of Old 2243 W, Leander, Williamson County, Texas
Applicant has requested postponement of this item until February 21, 2013

Motion made by Council Member Navarrette to postpone this item until February 21, 2013. Second by Mayor Pro Tem Cantwell. Motion passes, all voting "aye"

20. Consider acceptance and authorize Mayor to execute Warranty Deed dedication for Rights-of-Way (ROW) for the US 183 - 183A intersection improvement from Leander 183A Development LLC
Pix Howell, Urban Design Officer explained

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

21. Consider acceptance and authorize Mayor to execute Warranty Deed dedication for Rights-of-Way (ROW) for the US 183 – 183A intersection improvement from Jean Baptiste, Ltd.
Pix Howell, Urban Design Officer explained

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

22. Consider an Ordinance adopting and enacting a new Code of Ordinances and providing effective date
Kent Cagle, City Manager explained

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

23. Consider Renewal of Contract with the Leander Fire Volunteer Fire Department, Inc.
Bill Gardner, Fire Chief explained

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

24. Consider nominations and appointments to Ethics Commission for Place 2 and Place 6
Motion made by Council Member Lynch to nominate Gerald Perez for Place 2. Second by Mayor Pro Tem Cantwell. Motion passes, all voting "aye"

Motion made by Council Member Siebold to nominate Steve Kovacs for Place 6. Second by Council Member Navarrette. Motion passes, all voting "aye"

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

26. Adjournment
With there being no further business, the meeting adjourned at 7:45 p.m.

Attest:

Christopher Fielder, Mayor

Debbie Haile, TRMC City Secretary

MINUTES

LEANDER CITY COUNCIL
And
PLANNING & ZONING COMMISSION
JOINT WORKSESSION
CITY OF LEANDER, TEXAS

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

Thursday ~ January 24, 2013 at 6:00 p.m.

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

Chairman (Place 2) – Chris Tovar

Place 1 – Michelle Stephenson	**Place 5 – Richard Allen**
Place 3 – Ronald Abruzzese (Vice Chairman)	**Place 6 – Betty Saenz**
Place 4 – Sid Sokol	**Place 7 – Jeff Seiler**

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

1. Open Work session
   Mayor Fielder opened the meeting at 6:10 p.m. and Chairman Tovar opened the meeting for the Planning and Zoning Commission at 6:11 p.m.

2. Roll Call
   Council Member Garcia absent – all other Council Members present
   All Planning & Zoning Commissioners present

3. Discussion on Composite Zoning Ordinance
   Jim Bechtol, Director of Development Services discussed some of the issues with the SFL use component
   Topics discussed were: PUD's, garages, alley entrances, lot sizes, set- backs and general aesthetics of neighborhoods

   Chairman Tovar discussed P&Z attendance at Council meeting and Council Members attendance at P&Z meetings. It was the general consensus that this would be acceptable.

4. Adjournment
   With there being no further business, the work session adjourned at 7:45 p.m.

Attest:

Christopher Fielder, Mayor

Debbie Haile, TRMC, City Secretary

AGENDA ITEM # 6

Executive Summary

February 7, 2013

Council Agenda Subject: Receive Quarterly Investment Report for the period ending 12/31/12.

Background: State law requires that the governing body be presented with a quarterly report outlining the City's investments. The period covered in this report is October through December 2012. The average interest rates in TexPool for the quarter increased slightly from 0.1400% in the previous quarter to 0.1576% for the current quarter, however, the TexPool rate closed at 0.1458% on 12/31/12. As of 12/31/12, our earnings credit rate at the bank remained at 0.25%. At the end of December, we do not have any investments in U.S. Agencies, but we do have a $245,000 1-year CD with Texas Capital Bank that was renewed in October at 0.25% and a $1,000,000 1-year CD with Unity National Bank through the CDARS program at 0.50% that matured in December 2012 and renewed for another year at 0.40%. In addition, in November we established a 1-year $4,500,000 CD with East West Bank (Houston, Texas) at 0.65%. At 12/31/12, the Fed funds target rate remained within the zero to 0.25% range, and quarterly averages for the 3-month T-bill dipped slightly from the previous quarter (which ended September 2012) to 0.09%, and the 6-month T-bill average remained unchanged at 0.14%.

Origination: Robert G. Powers, Finance Director

Financial Consideration: n.a.

Recommendation: n.a.

Attachments: Quarterly Investment Report

Prepared by: Robert G. Powers, Finance Director

Quarterly Investment Report
City of Leander
Period Ending
12/31/12

Investment / Source of Funds	Account Name	Invest. Type**	Fund	Fund Type*	G/L Acct #	Settlement Date	Coupon Rate	Qtr Yield Rate	Maturity/ Call Date	Paid Principal/ Current Balance	Market Value	Interest Oct-Sep
Cash In Bank												
Bank of America	Operating	I 5	Consolidated	F1	99-00-1110			0.2500%		$ 5,211,080.25	$ 5,211,080.25	$ 3,315.48
Chase	Operating	I 5	Consolidated	F1	99-00-1110			0.1500%		$ 4,015,204.35	$ 4,015,204.35	$ 1,547.07
Heritage Title / CTRMA	Escrow	I 5	Consolidated	F7	01-00-1116			0.1833%		$ 965,942.79	$ 965,942.79	$ 451.16
		Subtotal Cash in Bank								$ 10,192,227.39	$ 10,192,227.39	$ 5,313.71
U.S. Agencies & Instrumentalities												
		Subtotal Agencies								$ -	$ -	$ -
Certificates of Deposit												
Unity National Bank/CDARS	Operating	I 3	Consolidated	F1	99-00-1000	12/27/12		0.5000%	12/27/2013	$ 1,001,250.00	$ 1,001,250.00	$ 1,250.00
Texas Capital Bank	Operating	I 3	Consolidated	F1	99-00-1000	10/20/12		0.2500%	10/20/2013	$ 245,153.13	$ 245,153.13	$ 153.12
East West Bank	Operating	I 3	Consolidated	F1	99-00-1000	11/14/12		0.6500%	11/13/2013	$ 4,526,812.50	$ 4,526,812.50	$ 4,875.00
		Subtotal Certificates of Deposit								$ 5,773,215.63	$ 5,773,215.63	$ 6,278.12
Investment Pools												
TexPool	General Fund I&S	I 4	Debt Service	F6	80-00-1510			0.1576%		$ 307,147.82	$ 307,147.82	$ 52.24
TexPool	Consolidated Operating	I 4	Consolidated	F1	99-00-1520			0.1576%		$ 8,821,398.88	$ 8,821,398.88	$ 2,064.90
TexPool	Utility Customer Deposit	I 4	Utility Fund	F3	99-00-1521			0.1576%		$ 5,927.88	$ 5,927.88	$ 200.08
TexPool	Utility I&S	I 4	UF Debt Service	F6	85-00-1501			0.1576%		$ 151,615.47	$ 151,615.47	$ 60.14
TexPool	$21M Series 2007	I 4	Capital Projects	F2	52-00-1124			0.1576%		$ 41,439.33	$ 41,439.33	$ 16.49
TexPool	$9.2M Series 2007	I 4	Capital Projects	F2	28-00-1531			0.1576%		$ 1,803,139.89	$ 1,803,139.89	$ 715.88
TexPool	TIRZ No. 1	I 4	Capital Projects	F1	79-00-1541			0.1576%		$ 128,689.72	$ 128,689.72	$ 51.03
TexPool	BCRUA Contract	I 4	Capital Projects	F1	20-00-1500			0.1576%		$ 10,588.49	$ 10,588.49	$ 4.19
TexPool	$3M Tax Notes Series 2012	I 4	Capital Projects	F1	27-00-1531			0.1576%		$ 2,965,539.88	$ 2,965,539.88	$ 1,177.44
		Subtotal TexPool								$ 14,235,487.36	$ 14,235,487.36	$ 4,342.39
TexStar	BCRUA Reserve	I 4	Consolidated	F5	20-00-1525			0.1704%		$ 3,031.15	$ 3,031.15	$ 1.18
TexStar	6M Series 2010	I 4	Capital Projects	F2	53-00-1127			0.1704%		$ 4,162,565.97	$ 4,162,565.97	$ 1,787.12
		Subtotal TexStar								$ 4,165,597.12	$ 4,165,597.12	$ 1,788.30
TexasDAILY	Consolidated Operating	I 4	Consolidated	F6	99-00-1522			0.1300%		$ 1,045,555.43	$ 1,045,555.43	$ 336.40
		Subtotal TexasTERM								$ 1,045,555.43	$ 1,045,555.43	$ 336.40
					Total All Funds					$ 35,412,082.93	$ 35,412,082.93	$ 18,058.92

Quarterly Investment Report
City of Leander
Period Ending
12/31/12

*Fund Types:	
Code	Description:
F1	Current Operating Funds
F2	Bond Proceeds
F3	Utility Deposit Proceeds
F4	Debt Service Funds
F5	Bond Reserve Funds
F6	I&S Reserve Funds
F7	Restricted

**Investment Types:			
Code	Description:	% Authorized	Current %
I1	U.S. Treasuries (Notes,Bills, Bonds)	100%	0%
I2	U.S. Agencies & Instrumentalities	100%	0%
I3	Certificates of Deposit	100%	16%
I4	Eligible Investment Pools	100%	55%
I5	Demand Account	100%	29%
I6	Investment Sweep	100%	0%
		Total	100%

Book Value:		As of 12/31/12	As of 9/30/12	Change
U.S. Treasuries (Notes,Bills, Bonds)	I 1	0.00	0.00	0.00
U.S. Agencies & Instrumentalities	I 2	0.00	0.00	0.00
Certificates of Deposit	I 3	5,773,215.63	1,249,403.57	4,523,812.06
Eligible Investment Pools	I 4	19,446,639.91	17,414,005.06	2,032,634.85
Demand Account	I 5	10,192,227.39	10,827,665.60	(635,438.21)
Investment Sweep	I 6	0.00	0.00	0.00
Total Book Value		35,412,082.93	29,491,074.23	5,921,008.70

Market Value:		As of 12/31/12	As of 9/30/12	Change
U.S. Treasuries (Notes,Bills, Bonds)	I 1	0.00	0.00	0.00
U.S. Agencies & Instrumentalities	I 2	0.00	0.00	0.00
Certificates of Deposit	I 3	5,773,215.63	1,249,403.57	4,523,812.06
Eligible Investment Pools	I 4	19,446,639.91	17,414,005.06	2,032,634.85
Demand Account	I 5	10,192,227.39	10,827,665.60	(635,438.21)
Investment Sweep	I 6	0.00	0.00	0.00
Total Market Value		35,412,082.93	29,491,074.23	5,921,008.70
Gain/(Loss)		0.00	0.00	

Certification:

This is to certify that the Investment Report submitted herewith complies in all respects with the Public Funds Investment Act Sec 2256 of the Government Code.

4/28/13

Investment Officer: Date

Robert G. Powers, Finance Director

AGENDA ITEM # 7

Executive Summary

February 07, 2013

Agenda Subject:	Zoning Case 12-Z-028: Hold a public hearing and consider action on the rezoning of a parcel located to the east of the intersection of Sam Bass Rd and CR 179; south of Parkside at Mayfield Ranch; northwest of Williamson County Regional Park, 105.998 acres more or less; Parcel #R031532. Currently, the property is not zoned and upon annexation it will be zoned interim SFR-1-B (Single-Family Rural). The property is proposed to be zoned SFS-2-B (Single-Family Suburban) and SFU-2-A (Single-Family Urban), Leander, Williamson County, Texas.
Background:	This request is the second step in the rezoning process.
Origination:	Applicant: James A. Huffcut on behalf of Curtis and Julie Borho.
Financial Consideration:	None
Recommendation:	See Planning Analysis. The Planning & Zoning Commission unanimously recommended approval at the January 10, 2013 meeting.
Attachments:	1. Planning Analysis 2. Current Zoning Map 3. Proposed Zoning Map 4. Aerial Map 5. Letter of Intent 6. Ordinance 7. Minutes – Planning & Zoning Commission January 10, 2013
Prepared By:	Robin M. Griffin, AICP Planner 01/18/2013

PLANNING ANALYSIS

ZONING CASE 12-Z-028

GENERAL INFORMATION

Owner: Curtis and Julie Borho

Current Zoning: Interim SFR-1-B (Single-Family Rural) upon the completion of annexation

Proposed Zoning: SFS-2-B (Single-Family Suburban)
SFU-2-A (Single-Family Urban)

Size and Location: The property is generally located to the east of the intersection of Sam Bass Rd and CR 179; south of Parkside at Mayfield Ranch; northwest of Williamson County Regional Park. The property is approximately 105.998 in size.

Staff Contact: Robin M. Griffin, AICP
Planner

ABUTTING ZONING AND LAND USE:

The table below lists the abutting zoning and land uses.

	ZONING	LAND USE
NORTH	Outside City Limits	Established Single-Family Neighborhood (Parkside at Mayfield Ranch – approximately 50' lots adjacent to proposed Borho project)
EAST	Outside City Limits	Southwest Williamson County Regional Park
SOUTH	Outside City Limits	Undeveloped Property & Established Single-Family Homes
WEST	Outside City Limits	CR 175 & Established Single-Family Homes

COMPOSITE ZONING ORDINANCE INTENT STATEMENTS

USE COMPONENTS:

SFS – SINGLE FAMILY SUBURBAN:

Features: 9,000 sq. ft. lot min.; 1,500 sq. ft. living area min.

Intent: Development of single-family detached dwellings on intermediate suburban standard sized lots and for other compatible and complimentary uses. The purpose of this component is to provide regulations to maintain and protect the City's single-family residences and neighborhoods in areas with intermediate lot sizes.

SFU – SINGLE FAMILY URBAN:

Features: 7,200 sq. ft. lot min.; 1,200 sq. ft. living area min.

Intent: Development of single-family detached dwellings on moderate urban standard sized lots and for other compatible and complimentary uses. The purpose of this component is to provide regulations to maintain and protect the City's single-family residences and neighborhoods in areas with moderate lot sizes. Such components are generally intended to offer variety in housing opportunities and in the fabric of the neighborhoods.

SITE COMPONENTS:

TYPE 2:

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

Intent:

(1) The Type 2 site component may be utilized with non-residential developments that are adjacent to a residential district or other more restrictive district to help reduce potential negative impacts to the more restrictive district and to provide for an orderly transition of development intensity.

(2) The Type 2 site component is intended to be utilized for residential development not meeting the intent of a Type 1 site component and not requiring the additional accessory structure or accessory dwelling privileges of the Type 3 site component.

(3) This component is intended to be utilized with the majority of LO and LC use components except those that meet the intent of the Type 1 or Type 3 site component or with any use requiring drive-through service lanes.

(4) This component is generally not intended to be utilized with LI and HI use components except where such component is adjacent to, and not adequately buffered from, residential districts or other more restricted districts, and except as requested by the land owner.

ARCHITECTURAL COMPONENTS:

TYPE A:

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

Intent:

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

(2) This component is intended to be utilized for single-family development that backs up to, or sides to, a major thoroughfare.

(3) Combined with appropriate use and site components, this component is intended to help provide for harmonious land use transitions by applying this component to a less restrictive use or site component adjacent to a more restrictive use or site component. This standard may be utilized to help ensure compatibility for non-residential uses, multi-family, two-family, townhouse or small lot residential development with adjacent property that is more restricted.

(4) This component is intended to be utilized for buildings requiring heights greater than those provided in other architectural components.

(5) This component may be utilized for any high profile development, for any property in a prominent location or at an important gateway to the community.

(6) This component is not intended to become an involuntary standard for the majority of a single-family subdivision, especially with SFR, SFE, SFS, SFU and SFC components

TYPE B:

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

Intent:

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

(2) Combined with appropriate use and site components, this component is intended to help provide for harmonious land use transitions.

(3) This component may be utilized to raise the building standards and help ensure compatibility for non-residential uses adjacent to property that is more restricted.

(4) This component is intended for the majority of the LO and LC use components except those meeting the intent of the Type A or C architectural components.

COMPREHENSIVE PLAN STATEMENTS:

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

- Plan for continued growth and development that improves the community's overall quality of life and economic viability.
- Establish high standards for development.

ANALYSIS:

The applicant is requesting the SFS-2-B (Single-Family Suburban) and SFU-2-A (Single-Family Urban) in order to develop a residential community. This proposal includes residential lot widths ranging from sixty (60') feet wide to over eighty (80') feet wide. There are undeveloped properties to the south, single-family neighborhood to the north, CR 175 and single-family homes to the west, and the Williamson County Regional Park on the east side.

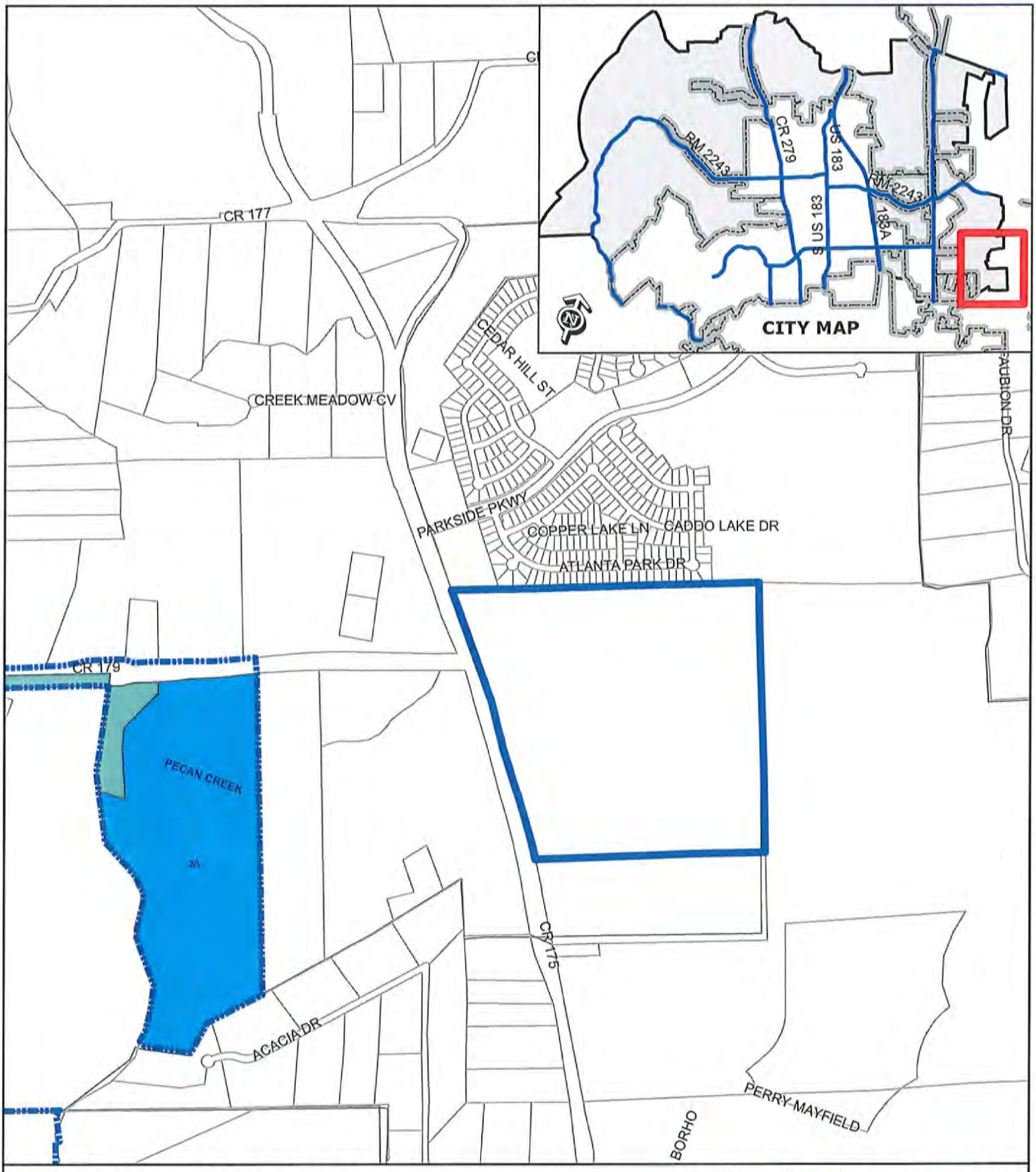
The City Council approved a development agreement for this property that limits the number of single-family lots to 380. The approved concept plan includes three park lots and one of the parks preserves a fifty inch oak tree. In addition, a hike and bike trail head was approved connecting to the Williamson County Regional Park as part of the agreement.

These use components includes following lot size minimums:

Use Component	Interior Lots			Corner Lots		
	Area	Width	Depth	Area	Width	Depth
SFS	9,000 sq. ft.	70'	115'	10,000 sq. ft.	80'	115'
SFU	7,200 sq. ft.	60'	110'	8,000 sq. ft.	70'	110'

The Comprehensive Plan Update establishes development nodes throughout the City of Leander. This property is located within a Community Center node. This node is approximately one half mile in radius and encourages garden homes, condominiums, commercial/retail and employment. These nodes would reflect the character of the surrounding neighborhoods and might have a more suburban feel.

The proposed zoning request follows the intent statements of the Composite Zoning Ordinance.



ZONING CASE 12-Z-028

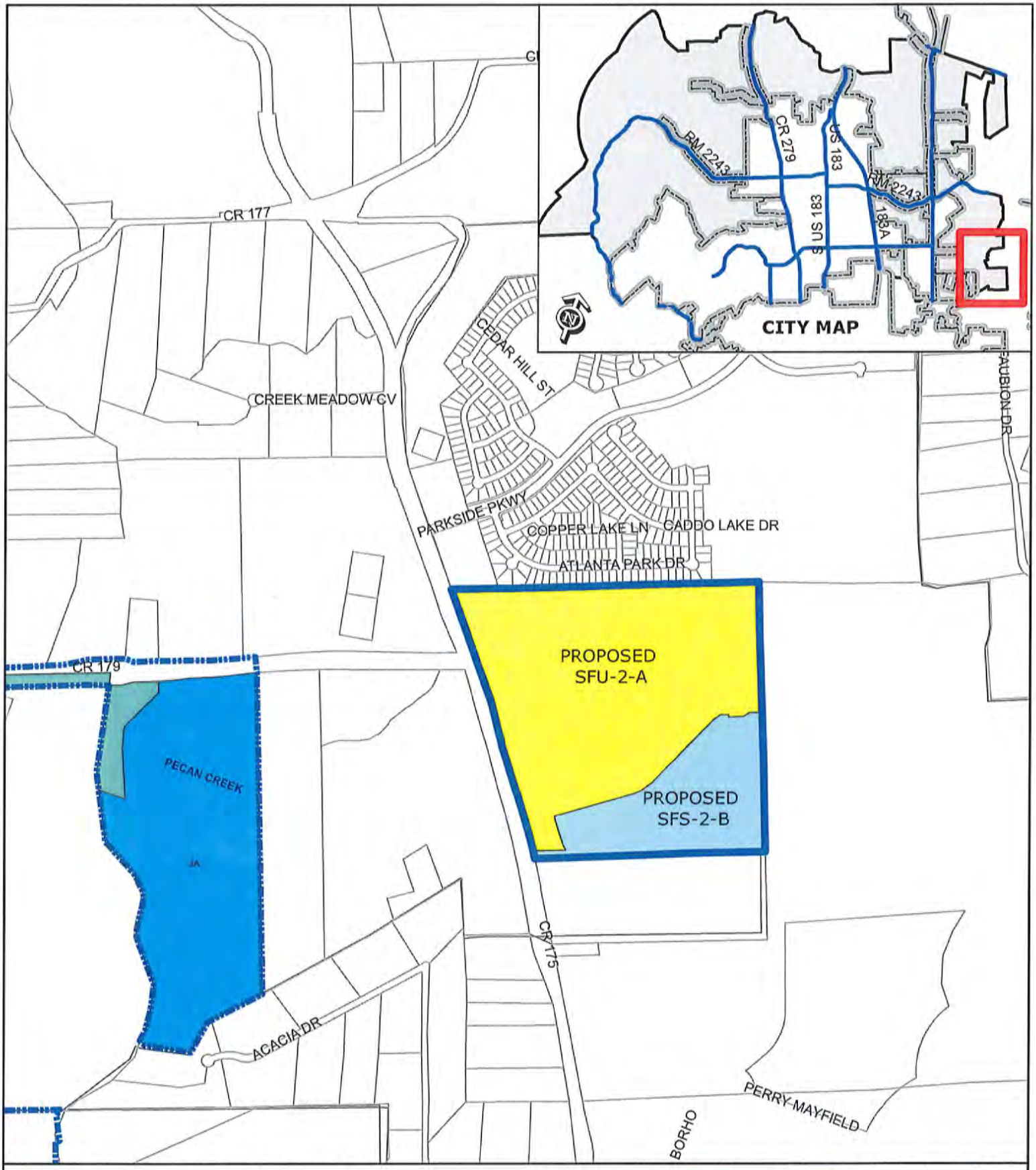
Attachment #2

Current Zoning Map
Borho Property

0 200400
Feet

Subject Property
City Limits

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



ZONING CASE 12-Z-028

Attachment #3

Proposed Zoning Map
Borho Property

0 200400
Feet

Subject Property
City Limits

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

ZONING CASE 12-Z-028, Attachment #4

Aerial Exhibit - Approximate Boundaries
Borho Property

0 200 400
Feet

Subject Property
City Limits

ATTACHMENT #5

PAPE-DAWSON ENGINEERS

LAND DEVELOPMENT ENVIRONMENTAL TRANSPORTATION WATER RESOURCES SURVEYING

October 18, 2012

Robin Griffin
City of Leander
104 North Brushy Rd.
Leander, Texas 78641

Re: Request for Zoning
Project: Borho Tract

Dear Ms. Griffin:

As the authorized agent approved by the Borho's on the Application for Zoning, please accept this letter as a formal request for zoning of the 106 acre tract recorded in Volume 2542 Page 838 deed records of Williamson County, Texas.

The desired zoning is SFS-2-B and SFU-2-A as shown on the attached exhibit for this land which has also requested voluntary annexation.

The Owners are voluntarily starting the process and have given Meritage Homes permission to carry it out.

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

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

James A. Huffcut, Jr., P.E.
Acting as Authorized Agent for the Borho's

H:\507\51\00\915 Zoning - Development Agreement\Documents\Plan Processing\City\121018 Rqst for Zoning.docx

7800 Shoal Creek Blvd., Suite 220 West Austin, Texas 78757
P 512.454.8711 F 512.459.8867 www.pape-dawson.com

MINUTES

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

Thursday ~ January 10, 2013 at 7:00 pm

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

1. Call to Order
   Chairman Tovar called the meeting to order at 7:03 p.m.

2. Roll Call
   All Commissioners were present except Commissioner Allen.

3. Approval of Minutes:
   Regular Planning & Zoning Meeting: December 27, 2012
   Motion made by Commissioner Sokol to approve the minutes, seconded by Commissioner Saenz. Motion passed unanimously.

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

Public Hearing

5. Subdivision Case 12-SFP-007: Public hearing and consider action on the Fairways at Crystal Falls II, Phase 1-A Replat Short Form Final Plat; for approximately 1.1190 acres more or less; Parcel #782974 located at Lot 31, Block K, Fairways Phase 1-A at Crystal Falls II, Leander, Travis County, Texas. Applicant: Regina Cox on behalf of Wayne and Jeanne Follis.

Commissioner Sokol recused himself from the meeting.

a) Staff Presentation

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

b) Applicant Presentation

Wayne and Jeanne Follis were present for questions

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

Commissioner Sokol came back into the room.

6. Subdivision Case 12-FP-011: Hold a public hearing and consider action on the Fairways at Crystal Falls, Section 2, Phase 2 Final Plat for 12.046 acres more or less; TCAD Parcel #807548 generally located to the northwest of the intersection of Long Bow Drive and Champions Corner Drive; Travis County, Texas. Applicant/Agent: Samuel D. Kiger, P.E. on behalf of Taylor Morrison at Crystal Falls, LLC.

a) Staff Presentation

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

b) Applicant Presentation

Applicant was not present.

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

Vice Chairman Abruzzese motion to approve with staff recommendation, Commissioner Stephenson seconded the motion. Motion passed unanimously.

7. Zoning Case 12-Z-028: Hold a public hearing and consider action on the rezoning of a parcel located to the east of the intersection of Sam Bass Rd and CR 179; south of Parkside at Mayfield Ranch; northwest of Williamson County Regional Park, 105.998 acres more or less; Parcel #R031532. Currently, the property is not zoned and upon annexation it will be zoned interim SFR-1-B (Single-Family Rural). The property is proposed to be zoned SFS-2-B (Single-Family Suburban) and SFU-2-A (Single-Family Urban), Leander, Williamson County, Texas. Applicant: James A. Huffcut on behalf of Curtis and Julie Borho.

a) Staff Presentation

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

b) Applicant Presentation

James A. Huffcut explained the purpose for his zoning.

c) Open Public Hearing

Chairman Tovar opened the public hearing
Patricia Eckart spoke about her concerns.

d) Close Public Hearing

Chairman Tovar closed the public hearing.

e) Discussion

Discussion took place.

f) Consider Action

Commissioner Sokol motion to approve the SFS-2-B (Single-Family Suburban) and SFU-2-A (Single-Family Urban), Vice Chairman Abruzzese seconded the motion. Motion passed unanimously.

8. Work session to discuss amendment to SFL (Single Family Limited) use component and addition of SFA (Single Family Alley).

   The Planning and Zoning Commissioners and staff discussed amending the SFL (Single Family Limited) component and the addition of SFA (Single Family Alley). No action was taken.

9. Meeting adjourn

_____
Chairman Tovar

ATTEST: _____
Ellen Pizalate

AGENDA ITEM # 8

Executive Summary

February 07, 2013

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:	See Planning Analysis. 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 and another request to postpone the zoning case to a later date. Due to a notification error, this request will be rescheduled for March 7, 2013 City Council Meeting.
Attachments:	1. Letter of Notification
Prepared By:	Robin M. Griffin, AICP Planner 02/01/2013

City of Leander, Texas

January 22, 2013

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 RR 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, the property is zoned interim SFR-1-B (Single-Family Rural) & 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.

Dear Property Owner;

A Public Hearing will be held by the City Council on Thursday, February 7, 2012 at 7:00 p.m. at Pat Bryson Municipal Hall located at 201 North Brushy, Leander, TX, at which time the above referenced item will be considered.

You have been identified as a property owner within 200 feet of the above-described location and are therefore being notified of the public hearings with this letter so that you have an opportunity to be present for comment.

Sincerely,
Ellen Pizalate

Ellen Pizalate
Planning Coordinator
528-2750

AGENDA ITEM # 9

Executive Summary
February 7, 2013

Agenda Subject:	Zoning Case 12-Z-029: Consider action on the rezoning of two parcels generally located at the southwest corner of the intersection of Bagdad Rd and Vista Ridge Drive; 18.732 acres more or less; Parcels #R430360 & R031366. Currently, the property is zoned, MF-2-B (Multi-Family). The property is proposed to be zoned SFL-2-B (Single-Family Limited) Leander, Williamson County, Texas.
Background:	This request is the final step in the rezoning process.
Origination:	Applicant: Geoff Guerrero on behalf of SDC West Brook Partners LP.
Financial Consideration:	None
Recommendation:	See Planning Analysis. The Planning and Zoning Commission recommended approval of SFL-2-A with the following conditions: 1. No lots smaller than forty five (45') feet in width measured at the front building setback line. 2. No dwelling shall be less than twelve hundred (1,200) square feet of living area. The City Council recommended denial of this application at the December 20, 2012 meeting. Councilmember Dishongh requested that this application be brought back to City Council for reconsideration. The council may allow a member of the descending side the opportunity to bring a case back for reconsideration. Council must first approve by majority vote, the reconsideration of the case. If that passes then the council may vote on the case.
Attachments:	1. Planning Analysis 2. Current Zoning Map 3. Aerial Map 4. Letter of Intent 5. Ordinance

AGENDA ITEM # 9

Prepared By: Robin M. Griffin, AICP
Planner
01/30/2013

PLANNING ANALYSIS

ZONING CASE 12-Z-029

GENERAL INFORMATION

Owner: SDC West Brook Partners LP

Current Zoning: MF-2-B (Multi-Family)

Proposed Zoning: SFL-2-B (Single-Family Limited)

Size and Location: The property is generally located at the southwest corner of the intersection of Bagdad Rd and Vista Ridge Drive and is approximately 18.732 acres in size.

Staff Contact: Robin M. Griffin, AICP
Planner

ABUTTING ZONING AND LAND USE:

The table below lists the abutting zoning and land uses.

	ZONING	LAND USE
NORTH	SFU-2-B LC-2-B	Established Single-Family Neighborhood (Vista Ridge) Undeveloped Commercial Property
EAST	LC-2-B	Undeveloped Commercial Property
SOUTH	MF-2-B SFU-2-B	Bledsoe Park
WEST	SFL-2-B	Established Single-Family Neighborhood (Vista Ridge)

COMPOSITE ZONING ORDINANCE INTENT STATEMENTS

USE COMPONENTS:

SFL – SINGLE FAMILY LIMITED:

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

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

(1) To provide an orderly transition to and create a buffer between larger lot neighborhoods and more intensive uses such as multi-family or commercial uses or arterial roadways.

(2) To create more variety in housing opportunities and in the fabric of neighborhoods.

(3) To be located in planned developments of greater than 100 acres and comprising less than twenty percent (20%) of the lots, or to provide infill opportunities in appropriate areas of the City such as in areas under transition.

(4) To include or be located within six hundred feet of parkland or other recreational open space. Lots that average less than forty feet in width along a block shall front on a street with a ROW of fifty-six (56) feet or greater and a pavement width of thirty-six (36) feet or greater unless access to garages on such lots is from an alley.

SITE COMPONENTS:

TYPE 2:

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

Intent:

(1) The Type 2 site component may be utilized with non-residential developments that are adjacent to a residential district or other more restrictive district to help reduce potential negative impacts to the more restrictive district and to provide for an orderly transition of development intensity.

(2) The Type 2 site component is intended to be utilized for residential development not meeting the intent of a Type 1 site component and not requiring the additional accessory structure or accessory dwelling privileges of the Type 3 site component.

(3) This component is intended to be utilized with the majority of LO and LC use components except those that meet the intent of the Type 1 or Type 3 site component or with any use requiring drive-through service lanes.

(4) This component is generally not intended to be utilized with LI and HI use components except where such component is adjacent to, and not adequately buffered from, residential districts or other more restricted districts, and except as requested by the land owner.

ARCHITECTURAL COMPONENTS:

TYPE B:

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

Intent:

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

(2) Combined with appropriate use and site components, this component is intended to help provide for harmonious land use transitions.

(3) This component may be utilized to raise the building standards and help ensure compatibility for non-residential uses adjacent to property that is more restricted.

(4) This component is intended for the majority of the LO and LC use components except those meeting the intent of the Type A or C architectural components.

COMPREHENSIVE PLAN STATEMENTS:

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

- Plan for continued growth and development that improves the community's overall quality of life and economic viability.
- Establish high standards for development.

ANALYSIS:

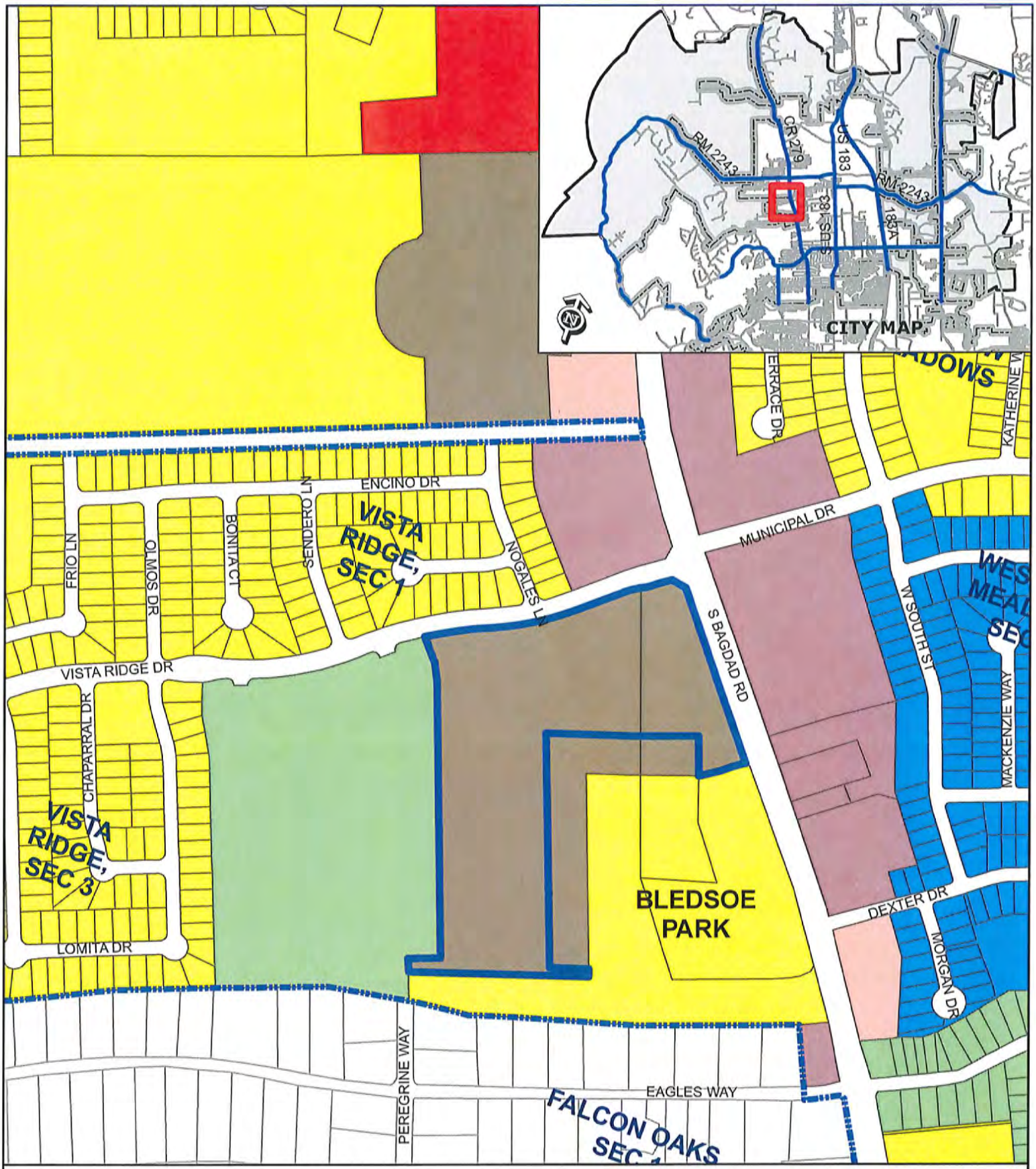
The applicant is requesting the SFL-2-B (Single-Family Limited) in order to develop a small lot residential community. The intent of the SFL use component is to provide a variety of housing types within neighborhoods. This use component is intended to provide a transition and create a buffer between larger lot neighborhoods and more intensive uses including commercial development. This use component is intended to be located within six hundred (600') feet of parkland or other recreational open space. The requested SFL at this location meets this requirement due to the close proximity to Bledsoe Park.

In addition, this use component includes following lot size minimums:

Interior Lots			Corner Lots		
Area	**Width**	**Depth**	**Area**	**Width**	**Depth**
3,500 sq. ft.	35'	100'	4,500 sq. ft.	45'	100'

This use component requires lots that average less than forty (40') feet in width along a block front on a street with a right-of-way of fifty-six (56) feet or greater and a pavement width of thirty-six (36') feet or greater unless access to garages on such lots is from an alley. The homes are also limited to a single wide garage when dwellings are less than thirty-five (35') feet in width to keep the front of the structure from being dominated by garage doors.

The proposed zoning request follows the intent statements of the Composite Zoning Ordinance.



ZONING CASE 12-Z-029

0 200
Feet

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

Subject Property

Attachment #2

Zoning Map
Villas at Vista Ridge
Southwest of the Intersection of
Bagdad Road & Vista Ridge Drive

ZONING CASE 12-Z-029, Attachment #3

Aerial Exhibit - Approximate Boundaries
Bagdad Road & Vista Ridge Drive

0 200
Feet

Subject Property

ATTACHMENT #4

Carlson, Brigance & Doering, Inc.
Civil Engineering ◆ Surveying

October 30, 2012

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

RE: Villas at Vista Ridge – Zoning Application
CBD File # 4549

Letter of Intent for Re-Zoning / Property Description

Dear Ms. Griffin,

On behalf of our client, SDC Westbrook Partners LP, Carlson, Brigance & Doering, Inc. respectfully submits this application for re-zoning of the properties located at the southwest corner of the intersection of Bagdad Road and Vista Ridge Drive – hereinafter referred to as the Villas at Vista Ridge tract.

The Villas at Vista Ridge is comprised of two tracts of land totaling 18.732 acres of undeveloped land currently zoned MF (multi-family) with a requested zoning change to SFL (single-family limited). The property forms an upside down "L" that creates the western and northern property boundary of Bledsoe Park. The Villas at Vista Ridge is also bordered to the west and north by the Vista Ridge community. Phases 2A and 2B to the west is SFL-zoned property currently in development by MHI Partnership Ltd. The existing portion of the Vista Ridge community across Vista Ridge Drive from the Villas project is SFU-zoned, and also includes an undeveloped LC (local commercial) tract. The property to the east across Bagdad is also LC and undeveloped as of the submittal of this application.

The request of SFL for this property is within the intent of the SFL definition that would serve as a buffer for the larger lot SFU Vista Ridge community to the LC use along Bagdad Road. An initial site layout currently proposes 102 single-family lots, which is 5.4 units per acre. The Villas project would also comply with the requirement of proximity to parkland or open space as an adjacent neighbor to Bledsoe Park. While the Villas property as currently zoned MF does already comply with the intent and purpose of the zoning land use plan for the City of Leander; the SFL designation accomplishes this as well by providing a less abrupt infill zoning transition into the more dense commercial property across Bagdad Road while still maintaining the single family designation.

The property is a combination of open plains on the eastern portion and tree / shrub cover along the western side as it borders Bledsoe Park. It is relatively flat with roughly 1% slope to the middle of the property where an open channel meanders to a detention pond located on the City of Leander property (Bledsoe Park). The property is void of existing structures and does not have any floodplain, waterways or related features.

Thank you for your time and review of this zoning application. Please feel free to contact me if you need any additional information.

Respectfully,

Geoff Guerrero
Zoning and Construction Development Manager

ORDINANCE NO

ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING TWO PARCELS OF LAND FROM MF-2-B (MULTI-FAMILY) TO SFL-2-B (SINGLE-FAMILY LIMITED); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.

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

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

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

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

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

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

Section 3. Rezoned property. The Zoning Ordinance is hereby amended by changing the zoning district for two parcels generally located at the southwest corner of the intersection of Bagdad Rd and Vista Ridge Drive. The property is approximately 18.732 acre more or less in size and includes parcel #R430360 and R031366. This parcel is hereby zoned SFL-2-B (Single-Family Limited); Leander, Williamson County, Texas. (See Exhibit A).

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

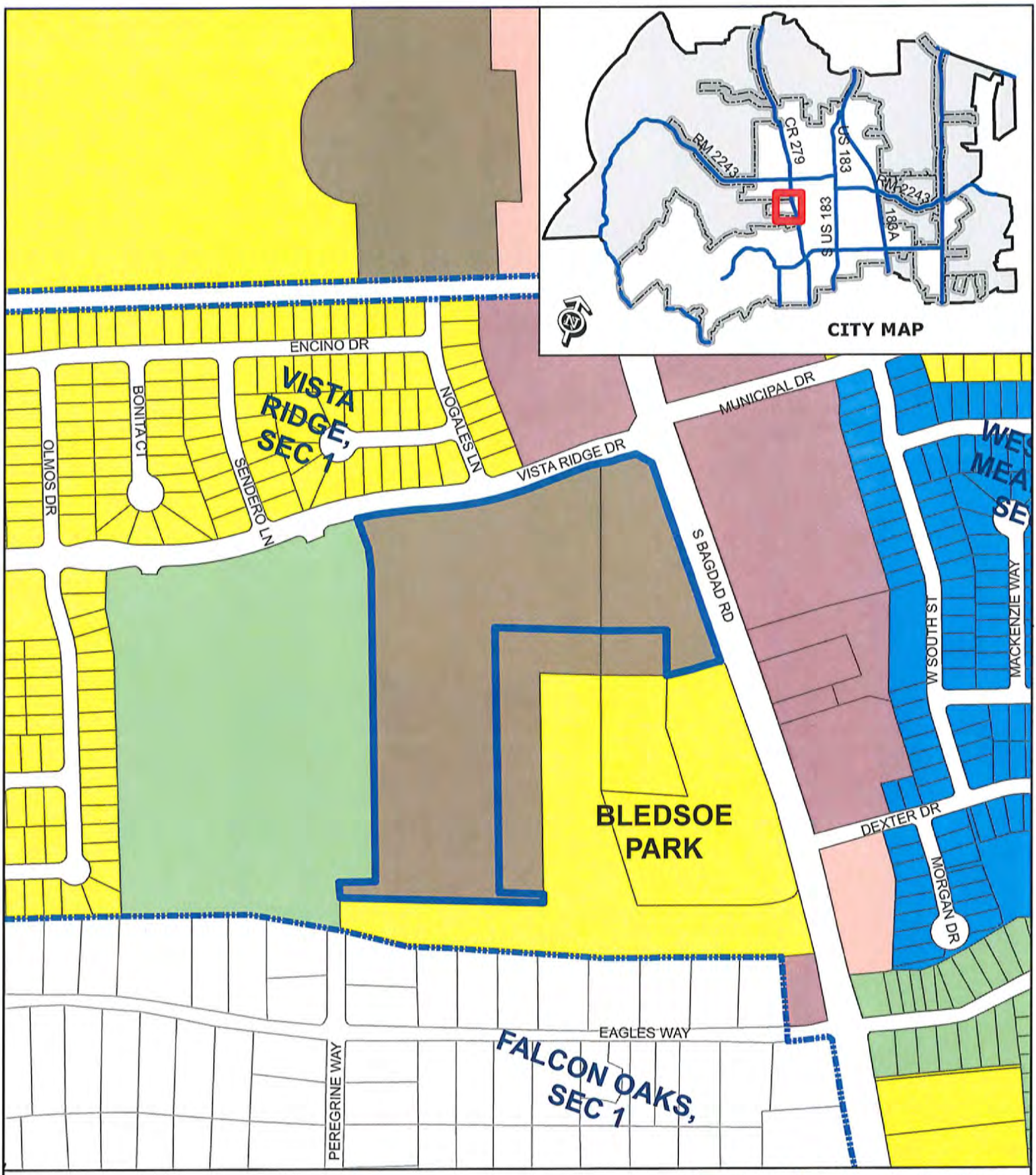
PASSED AND APPROVED on First Reading this the 20th day of December, 2012.
FINALLY PASSED AND APPROVED on this the 3rd day of January, 2013.

THE CITY OF LEANDER, TEXAS

Christopher Fielder, Mayor

ATTEST:

Debbie Haile, City Secretary


CITY MAP
RM 2243
CR 279
US 183
RM 2243
US 183
183A
ENCINO DR
VISTA RIDGE, SEC 1
BONITA CT
OLMOS DR
SENDERO LN
NOGALES LN
VISTA RIDGE DR
MUNICIPAL DR
S BAGDAD RD
W SOUTH ST
MACKENZIE WAY
DEXTER DR
MORGAN DR
BLEDSOE PARK
EAGLES WAY
PEREGRINE WAY
FALCON OAKS, SEC 1
EXHIBIT A
Zoning Case
12-Z-029
Villas at Vista Ridge
Subject Property
City Limits
0
200
Feet
SFR
SFE
SFS
SFU
SFC
SFL
SFT
SFU/MH
TF
MF
LO
LC
GC
LI
HI
PUD

AGENDA ITEM # 10

Executive Summary

February 7, 2013

Council Agenda Subject: First reading of the ordinance on annexation of 0.781 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.

Background: The Resolution setting the two public hearings for January 3, 2013 and January 17, 2013 was approved by City Council on November 29, 2012. Second reading of the Ordinance is scheduled for February 21, 2013. This is a voluntary annexation whereas the property owner is requesting the property to be annexed into the city limits.

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 A 0.781 ACRE TRACT, MORE OR LESS, INTO THE CORPORATE LIMITS OF THE CITY, INCLUDING THE ABUTTING ROADWAYS AND RIGHTS-OF-WAY, AT THE REQUEST OF THE LANDOWNER; 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 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 in a newspaper of general circulation in the City and the territory proposed to be annexed not more than twenty (20) nor less than ten (10) days prior to the public hearings;

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

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

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

SECTION 2. All portions of the following described 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 being 0.781 acres, more or less, located in Williamson County, Texas, 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 if any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

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

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

PASSED AND APPROVED on First Reading this ____ day of _____, 2013.

FINALLY PASSED AND APPROVED on this ____ day of _____, 2013.

ATTEST:

_____
Debbie Haile, City Secretary

CITY OF LEANDER, TEXAS

_____
Christopher Fielder, Mayor

RESOLUTION NO. 12-029-00

A RESOLUTION OF THE CITY OF LEANDER, TEXAS, ACCEPTING THE PETITION FOR ANNEXATION OF A 0.781, 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, not previously annexed into the City 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 0.781 acre, more or less, and more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes.

Two public hearings are set for the dates of January 3, 2013 and January 17, 2013. 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 29th day of November, 2012.

ATTEST:

Debbie Haile, City Secretary

THE CITY OF LEANDER, TEXAS

Christopher Fielder, Mayor

CITY OF LEANDER
STATE OF TEXAS

ANNEXATION PETITION

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 0.781 acre, more or less, and more particularly described 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 30 day of Oct, 2012, with the City Secretary of the City of Leander, Williamson County, Texas.

Petitioners

Peggy Borho Simpson

Peggy Borho Simpson

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 Peggy Borho Simpson, Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he had authority to bind the entity and that he executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 30 day of Oct 2012.

(SEAL)

MASON RYAN GIDDENS
Notary Public, State of Texas
My Commission Expires
September 20, 2016

Mason Ryan Giddens

Notary Public-State of Texas

EXHIBIT "A"

Property Description

FIELD NOTES

FOR A

20' ANNEXATION STRIP

A 0.781 acre, or 34,008 square feet more or less, tract of land, being out of a called 59.319 acre tract described in conveyance to Peggy Simpson in Partition Deed recorded in Volume 2542, Pages 838-843 of the Official Records of Williamson County, Texas, out of the Anastasha Carr Survey, Abstract 122, Williamson County, Texas. Said 0.781 acre tract being more fully described as follows, with bearings based on the North American Datum of 1983 (CORS 1996), from the Texas Coordinate System established for the Central Zone:

BEGINNING: At a found ½" iron rod with a cap marked "Haynie", at the southwest end of the cutback for the north right-of-way line of Williamson County Road 179, a variable width right-of-way and west right-of-way line of County Road 175, a variable width right-of-way, a southeast corner of said called 59.319 acre tract;

THENCE: Along and with the north right-of-way line of said Williamson County Road 179, the south line of said called 59.319 acre tract, the following calls and distances:

Southwesterly, along a non-tangent curve to the right, said curve having a radial bearing of N 23°50'58" W, a radius of 5679.58 feet, a central angle of 03°02'43", a chord bearing and distance of S 67°40'23" W, 301.82 feet, for an arc length of 301.86 feet to a found ½" iron rod with a cap marked "Haynie", a calculated point of tangency;

S 69°11'44" W, a distance of 532.14 feet to a calculated point of curvature;

Southwesterly, along a tangent curve to the left, said curve having a radius of 5779.58 feet, a central angle of 06°12'33", a chord bearing and distance of S 66°05'28" W, 626.02 feet, for an arc length of 626.33 feet to a calculated point of tangency;

S 62°59'12" W, a distance of 69.21 feet to a calculated point of curvature;

Southwesterly, along a tangent curve to the right, said curve having a radius of 5679.58 feet, a central angle of 01°41'25", a chord bearing and distance of S 63°49'54" W, 167.55 feet, for an arc length of 167.55 feet to a calculated point of non-tangency, at a southeast corner of a called 34.824 acre tract recorded in Volume 2542, Pages 838-843 of the Official Records of Williamson County, Texas, the southwest corner of said called 59.319 acre tract;

THENCE: N 20°16'42" W, departing the north right-of-way line of said Williamson County Road 179, along and with an east line of said called 34.824 acre tract, the west line of said called 59.319 acre tract, a distance of 20.08 feet to a calculated point of non-tangent curvature;

THENCE: Departing an east line of said called 34.824 acre tract, over and across said called 59.319 acre tract, the following calls and distances:

Northeasterly, along a non-tangent curve to the left, said curve having a radial bearing of N 25°20'28" W, a radius of 5659.58 feet, a central angle of 01°40'23", a chord bearing and distance of N 63°49'21" E, 165.26 feet, for an arc length of 165.26 feet to a calculated point of tangency;

N 62°59'12" E, a distance of 69.14 feet to a calculated point of curvature;

Northeasterly, along a tangent curve to the right, said curve having a radius of 5799.58 feet, a central angle of 06°12'33", a chord bearing and distance of N 66°05'28" E, 628.19 feet, for an arc length of 628.49 feet to a calculated point of tangency;

N 69°11'44" E, a distance of 532.14 feet to a calculated point of curvature;

Northeasterly, along a tangent curve to the left, said curve having a radius of 5659.58 feet, a central angle of 03°04'26", a chord bearing and distance of N 67°39'31" E, 303.60 feet, for an arc length of 303.63 feet to a calculated point on a barbed wire fence;

THENCE: S 39°18'14" E, along with said barbed wire fence, a distance of 12.36 feet to a found ½" iron rod with a cap marked "Haynie", on the aforementioned cutback;

THENCE: S 13°19'32" W, along and with said cutback, a distance of 10.15 feet to the POINT OF BEGINNING, and containing 0.781 of an acre in Williamson County, Texas. Said tract being described in accordance with a survey made on the ground and a survey description and map prepared under job number 50751-00 by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: October 9, 2012
JOB No.: 50751-00
DOC.ID.: N:\AUSTIN\50751-00\ESMT\FIELD NOTES\SIMPSON ANNEX.docx
TBPE Firm Registration #470
TBPLS Firm Registration #100288-00

LOCATION MAP

MAPSCO MAP GRID: 344 F
NOT-TO-SCALE

LEGEND:

DR	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
OR	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
PR	PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS

NOTES:

1. THE PROFESSIONAL SERVICES PROVIDED HEREWITH INCLUDE THE PREPARATION OF A FIELD NOTE DESCRIPTION.
2. THE BEARINGS ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (CORS 1996), FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE.

EXHIBIT
OF A
CONTIGUITY TRACT

A 0.781 ACRE, OR 34,008 SQUARE FEET MORE OR LESS, TRACT OF LAND, BEING OUT OF A CALLED 59.319 ACRE TRACT DESCRIBED IN CONVEYANCE TO PEGGY SIMPSON IN PARTITION DEED RECORDED IN VOLUME 2542, PAGES 838-843 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, OUT OF THE ANASTASHA CARR SURVEY, ABSTRACT 122, WILLIAMSON COUNTY, TEXAS.

GRAPHIC SCALE
200' 0' 100' 200'
1 inch = 200'

ANASTASHA CARR SURVEY, ABSTRACT 122 WILLIAMSON COUNTY, TEXAS

WILLIAMSON COUNTY ROAD 176 (RIGHT-OF-WAY VARIES)

FD. I.R. (HAYNIE)
FD. I.R. (HAYNIE)
FD. I.R. (HAYNIE)
FD. I.R. (HAYNIE)
FD. I.R. (HAYNIE)
FD 1/4" I.R.
FD. ½" I.R.
FD. I.R. (HAYNIE)
FD. COTTON SPINDLE

S39°18'14"E
12.36'
S13°19'32"W
10.15'
C6
C1 P.O.B.
552.14'
1031'
1668.66'
N20°16'42"W
20.08'
N62°59'12"E
69.14'
C5
C2
C4
C3
100.0'
S62°59'12"W
69.21'
0.781 ACRE
(PAPE-DAWSON FIELD NOTE DESCRIPTION)
N63°40'58"W RADIAL BEARING
S37°28'25"E 287.14'
N63°40'58"W RADIAL BEARING
S65°11'44"W
N65°11'44"E 26' EASE
26' EASE

CURVE TABLE

CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	5679.58'	3°02'43"	S67°40'23"W	301.82'	301.86'
C2	5779.58'	6°12'33"	S66°05'28"W	626.02'	626.33'
C3	5679.58'	1°41'25"	S63°49'54"W	167.55'	167.55'
C4	5659.58'	1°40'23"	N63°49'21"E	165.26'	165.26'
C5	5799.58'	6°12'33"	N66°05'28"E	628.19'	628.49'
C6	5659.58'	3°04'26"	N67°39'31"E	303.60'	303.63'

PAPE-DAWSON ENGINEERS

TEXAS BOARD OF PROFESSIONAL ENGINEERS, FIRM REGISTRATION # 470
TEXAS BOARD OF PROFESSIONAL LAND SURVEYING, FIRM REGISTRATION # 100022-00

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OCTOBER 23, 2012

SHEET 1 OF 1
JOB No.: 50751-00

Date: Oct 23, 2012, 3:49pm User ID: tPrimeau
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EXHIBIT "B"

MUNICIPAL SERVICES PLAN
FOR PROPERTY TO BE
ANNEXED TO 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" or "the 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

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 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 property upon request of the landowner or staff. The Planning & Zoning Commission and the City Council will consider rezoning the property at future times in response to requests submitted by the landowners or authorized city staff.

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

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

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

(ii) The property owner shall construct the internal water lines and pay the costs of line extension and/or construct the facilities necessary to extend water service the property boundary as required in City ordinances and state law. Upon acceptance of the water lines within the subject property, 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. Requests for 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.

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

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

(ii) The property owner shall construct the internal sewer water lines and pay the costs of line extension and/or construct the facilities necessary to extend wastewater service the property boundary as required in City ordinances and state law. Upon acceptance of the sewer lines within the subject property, sewer 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 policies. Requests for new sewer 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 additional service is submitted shall govern the costs and request for service.

C. Maintenance, as appropriate, of existing public streets and rights-of-way that are within the maintenance jurisdiction of the City and other streets that are hereafter constructed and finally accepted by the City within the maintenance jurisdiction of the City as follows:

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

(ii) Routine maintenance as presently performed by the City;

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

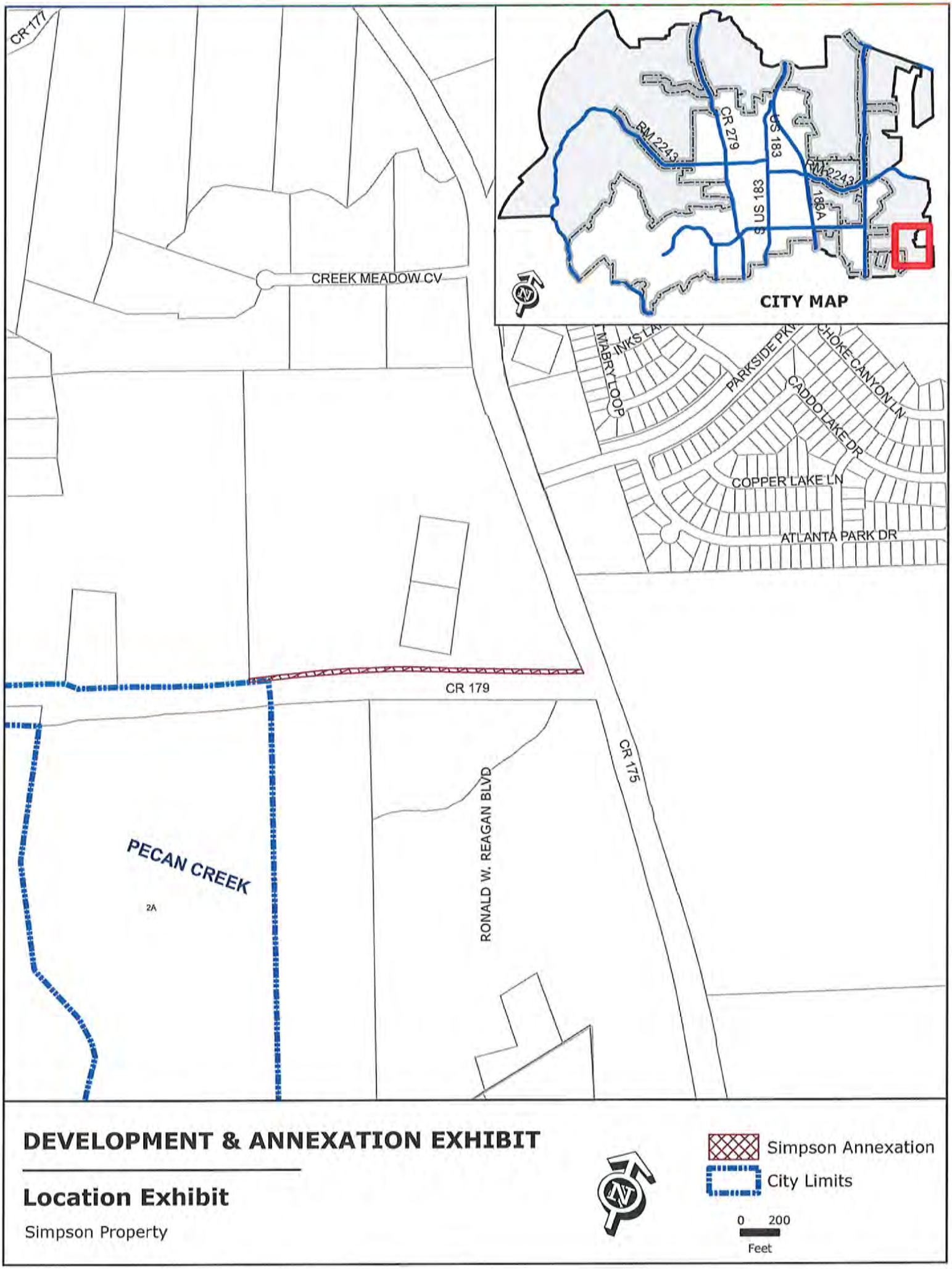
(iv) Installation and maintenance of traffic signals, traffic signs, street markings and other traffic control devices as the need therefore is established by appropriate study and traffic standards; and

(v) Installation and maintenance of street lighting in accordance with established policies of the City.

(3) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the effective date of the annexation: 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.


CR 177
CREEK MEADOW CV
CR 179
CR 175
RONALD W. REAGAN BLVD
PECAN CREEK
2A
CITY MAP
RM 2243
CR 279
US 183
186A
MABRY LOOP
PARKSIDE PKY
CADDO LAKE DR
COPPER LAKE LN
ATLANTA PARK DR
DEVELOPMENT & ANNEXATION EXHIBIT
Location Exhibit
Simpson Property
Simpson Annexation
City Limits
0 200
Feet

LOCATION MAP

MAPSCO MAP GRID: 344 F
NOT-TO-SCALE

LEGEND:

DR	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
OR	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
PR	PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS

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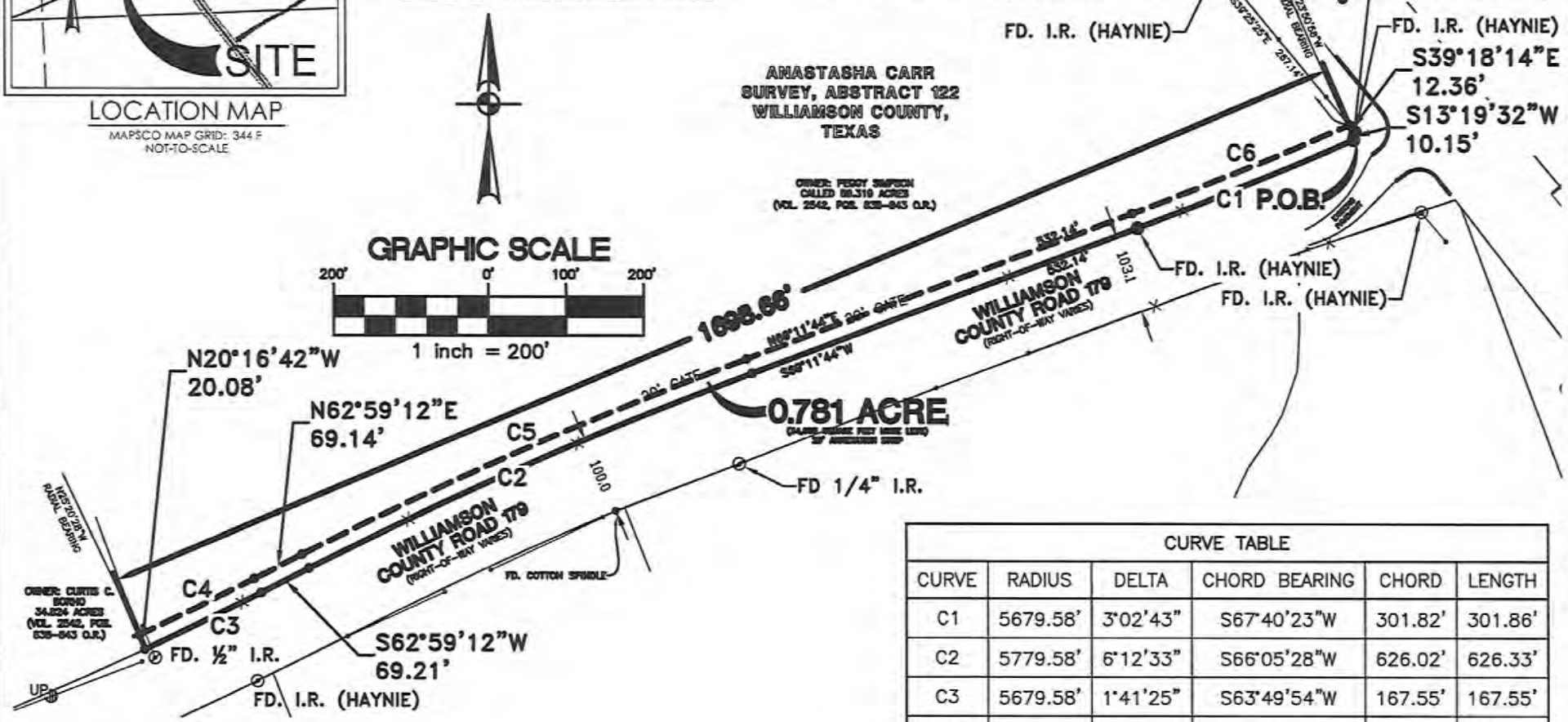

CURVE TABLE					
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C1	5679.58'	3°02'43"	S67°40'23"W	301.82'	301.86'
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PAPE-DAWSON ENGINEERS
7800 SHOAL CREEK BLVD | AUSTIN TEXAS 78757 | PHONE: 512.454.8711
SUITE 220 WEST | FAX: 512.459.8867
TEXAS BOARD OF PROFESSIONAL ENGINEERS, FIRM REGISTRATION # 470
TEXAS BOARD OF PROFESSIONAL LAND SURVEYORS, FIRM REGISTRATION # 100288-00

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OCTOBER 23, 2012

SHEET 1 OF 1

JOB No.: 50751-00

Date: Oct 23, 2012, 3:49pm User ID: WPrimeau
File: N:\AUSTIN\50751-00\ESMT\CONTIGUITY TRACT.dwg

SCHEDULE FOR VOLUNTARY ANNEXATION - SIMPSON

DATE	ACTION/EVENT	LEGAL AUTHORITY
November 29, 2012	**COUNCIL BY WRITTEN RESOLUTION** Directs notification to land owners; and sets two (2) Public Hearings: **January 3, 2013 and January 17, 2013**; 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 Dec. 3, 2012	**NOTICE TO** property owners & utility providers	Loc. Gov't Code § 43.062(a)
Dec. 19, 2012* Publish notice of First Public Hearing **January 2, 2013*** 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)
January 3, 2013*	**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.
January 17, 2013*	**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 **February 7, 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.
February 21, 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.
March 15, 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**

AGENDA ITEM # 11

Executive Summary

February 7, 2013

Council Agenda Subject: First reading of the ordinance on annexation of 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.

Background: The Resolution setting the two public hearings for January 3, 2013 and January 17, 2013 was approved by City Council on November 29, 2012. Second reading of the Ordinance is scheduled for February 21, 2013. This is a voluntary annexation whereas the property owner is requesting the property to be annexed into the city limits.

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 A 105.998 ACRE TRACT, MORE OR LESS, INTO THE CORPORATE LIMITS OF THE CITY, INCLUDING THE ABUTTING ROADWAYS AND RIGHTS-OF-WAY, AT THE REQUEST OF THE LANDOWNERS; 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, owners 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 owners' 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 in a newspaper of general circulation in the City and the territory proposed to be annexed not more than twenty (20) nor less than ten (10) days prior to the public hearings;

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

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

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

SECTION 2. All portions of the following described 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 being 105.998 acres, more or less, located in Williamson County, Texas, 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 if any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

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

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

PASSED AND APPROVED on First Reading this ____ day of _____, 2013.

FINALLY PASSED AND APPROVED on this ____ day of _____, 2013.

ATTEST:

_____
Debbie Haile, City Secretary

CITY OF LEANDER, TEXAS

_____
Christopher Fielder, Mayor

RESOLUTION NO. 12-030-00

A RESOLUTION OF THE CITY OF LEANDER, TEXAS, ACCEPTING THE PETITION FOR ANNEXATION OF A 105.9301, 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, not previously annexed into the City 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 105.9301 acre, more or less, and more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes.

Two public hearings are set for the dates of January 3, 2013 and January 17, 2013. 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 29th day of November, 2012.

ATTEST:

Debbie Haile, City Secretary

THE CITY OF LEANDER, TEXAS

Christopher Fielder, Mayor

CITY OF LEANDER
ESTABLISHED 1882 INCORPORATED 1978
STATE OF TEXAS

ANNEXATION PETITION

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 105.9301 acres, more or less, and more particularly described 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 30 day of Oct 2012, with the City Secretary of the City of Leander, Williamson County, Texas.

Petitioners

Curtis Borho

Julie Borho

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 Curtis Borho and Julie Borho, Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he had authority to bind the entity and that he executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 30 day of Oct 2012.

MASON RYAN GIDDENS
Notary Public, State of Texas
My Commission Expires
September 20, 2016

Notary Public-State of Texas

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 Peggy Simpson, Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that she had authority to bind the

entity and that she 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 30 day of Oct 2012.

MASON RYAN GIDDENS
Notary Public, State of Texas
My Commission Expires
September 20, 2016

Mason Ryan Giddens
Notary Public-State of Texas

I hereby consent to annexation of the subject property.

Meritage Homes of Texas, LLC, a Texas limited liability company

By:_____
Name: Charlie Coleman
Title: _____

STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Charlie Coleman, _____ (title) of Meritage Homes of Texas, LLC, a Texas limited liability company, Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he had authority to bind the entity and that he executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the __day of_____ 2012.

(SEAL)

_____
Notary Public-State of Texas

entity and that she 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 __day of _____ 2012.

(SEAL)

_____
Notary Public-State of Texas

I hereby consent to annexation of the subject property.

Meritage Homes of Texas, LLC, a Texas limited liability company

By: Charlie Coleman
Name: Charlie Coleman
Title: Division President

STATE OF TEXAS §
§
COUNTY OF Travis §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Charlie Coleman, Division President (title) of Meritage Homes of Texas, LLC, a Texas limited liability company, Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he had authority to bind the entity and that he executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 30 day of October 2012.

(SEAL)

Nga Tu Nguyen
Notary Public,
State of Texas
Comm. Exp. 08-12-15

Nga Tu Nguyen
Notary Public-State of Texas

EXHIBIT "A"

Property Description

FIELD NOTES

FOR

A 105.998 acre, or 4,617,263 square feet more or less, tract of land, being out of a called 107.462 acre tract described in conveyance to Curtis C. Borho in Partition Deed recorded in Volume 2542, Pages 838-843 of the Official Records of Williamson County, Texas, out of the Anastasha Carr Survey, Abstract 122, Williamson County, Texas. Said 105.998 acre tract being more fully described as follows, with bearings based on the North American Datum of 1983 (CORS 1996), from the Texas Coordinate System established for the Central Zone:

BEGINNING: At a found ½" iron rod with a cap marked "Haynie", on the east right-of-way line of Williamson County Road 175, a variable width right-of-way, the northwest corner of a 28.280 acre tract, recorded in Volume 2542, Pages 838-843 of the Official Records of Williamson County, Texas, the southwest corner of said 107.462 acre tract;

THENCE: Along and with the east right-of-way line of said Williamson County Road 175, the west line of said 107.462 acre tract, the following calls and distances:

N 34°37'32" W, a distance of 549.88 feet to a found ½" iron rod with a cap marked "Haynie";

S 50°02'23" W, a distance of 5.38 feet to a found ½" iron rod with a cap marked "Haynie";

N 37°09'17" W, a distance of 404.06 feet to a found ½" iron rod with a cap marked "Haynie";

N 18°27'47" W, a distance of 15.43 feet to a found ½" iron rod with a cap marked "Haynie";

N 37°06'10" W, a distance of 50.29 feet to a found ½" iron rod with a cap marked "Haynie";

N 55°41'02" W, a distance of 15.84 feet to a found ½" iron rod with a cap marked "Haynie";

N 37°26'24" W, a distance of 96.44 feet to a found ½" iron rod with a cap marked "Haynie";

N 38°17'56" W, a distance of 233.25 feet to a found ½" iron rod with a cap marked "Haynie";

N 39°25'12" W, a distance of 877.50 feet to a cut "X" in a concrete drain, the southwest corner of Lot 1A, Block A, a Drainage and Landscape Easement, dedicated in the Parkside at Mayfield Ranch Section 1 Subdivision recorded in Cabinet DD, Slides 325-326 of the Plat Records of Williamson County, Texas, the northwest corner of said called 107.462 acre tract;

THENCE: N 68°50'55" E, departing the east right-of-way line of said Williamson County Road 175, along and with the south line of said Parkside at Mayfield Ranch Section 1 Subdivision, the north line of said called 107.462 acre tract, a distance of 595.33 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson", the southwest corner of Lot 11, Block A of the Parkside at Mayfield Ranch Section 2 Subdivision recorded in Cabinet EE, Slides 4-5 of the Plat Records of Williamson County, Texas, the southeast corner of Lot 9 of said Block A;

THENCE: Along and with the south line of said Parkside at Mayfield Ranch Section 2 Subdivision, the north line of said called 107.462 acre tract, the following calls and distances:

N 68°50'55" E, a distance of 147.63 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 68°28'37" E, a distance of 938.38 feet to a found ½" iron rod;

N 68°40'19" E, at a distance of 440.2 feet passing a found ½ iron rod with a cap marked RJ-Surveying, at the southeast corner of Lot 11, Block B of said Parkside at Mayfield Ranch Section 2 Subdivision, along and with the south line of a 229.556 acre tract recorded in Document No. 2007002997 of the Official Public Records of Williamson County, Texas, the north line of said called 107.462 acre tract, for a total distance of 820.29 feet to a found ½" iron rod, the northwest corner of a 54.10 acre tract recorded in Volume 2542, Pages 834-837 of the Official Records of Williamson County, Texas, the northeast corner of said called 107.462 acre tract;

THENCE: S 20°39'19" E, departing the south line of said 229.556 acre tract, along and with the west line of said 54.10 acre tract, the east line of said called 107.462 acre tract, a distance of 2138.36 feet to a found ½" iron rod, the northeast corner of the aforementioned 28.280 acre tract, the southeast corner of said called 107.462 acre tract;

THENCE: S 68°18'43" W, departing the west line of said 54.10 acre tract, along and with the north line of said 28.280 acre tract, the south line of said 107.462 acre tract, a distance of 1845.59 feet to the POINT OF BEGINNING and containing 105.998 acres in Williamson County, Texas. Said tract being described in accordance with a survey made on the ground and a survey description and map prepared under job number 50751-00 by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: September 20, 2012
JOB No.: 50751-00
DOC.ID.: N:\AUSTIN\50751-00\WORD\50751-00FN.docx
TBPE Firm Registration #470
TBPLS Firm Registration #100288-00

PAPE-DAWSON ENGINEERS

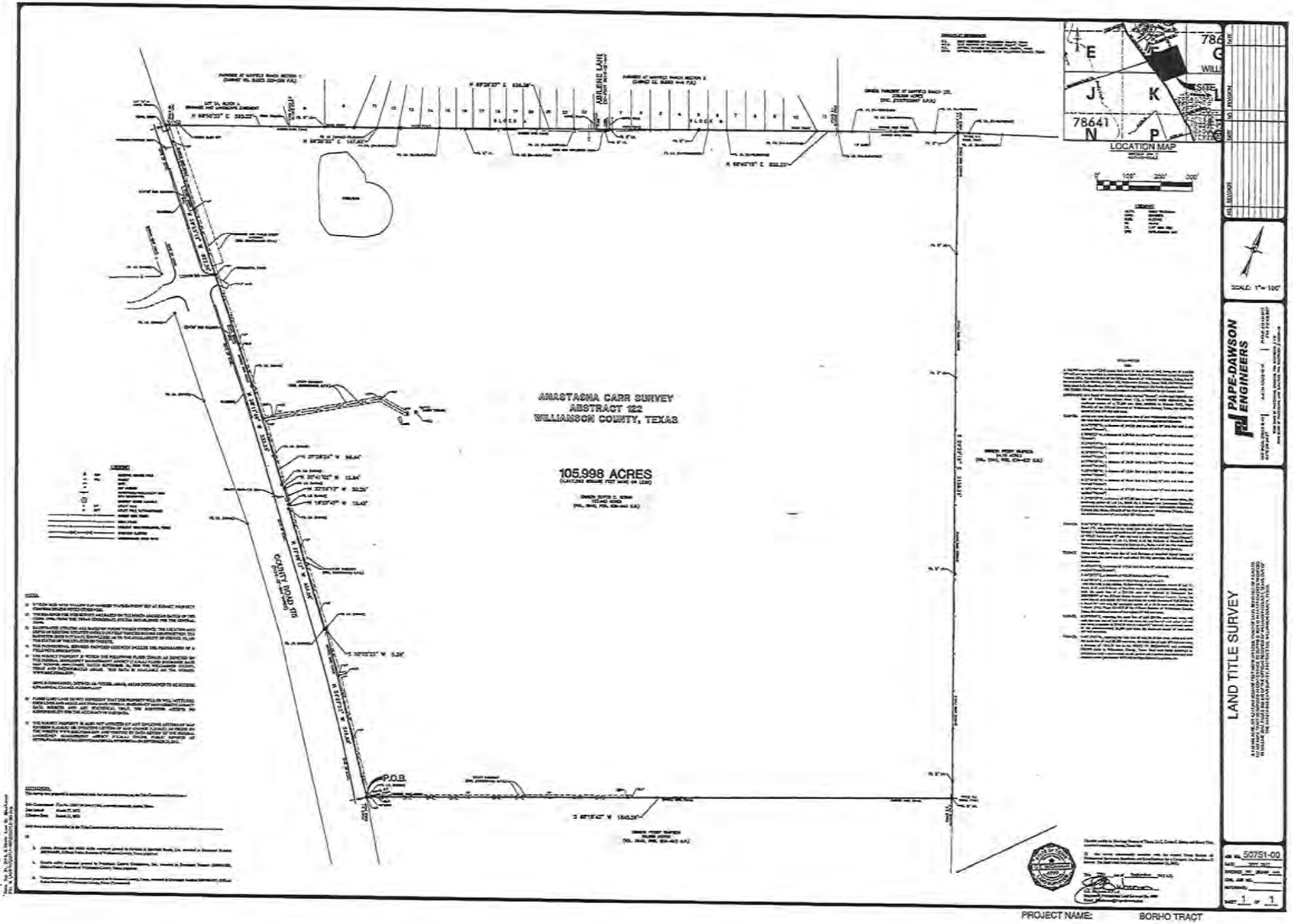

ANASTACIA CARR SURVEY
ABSTRACT 122
WILLIAMSON COUNTY, TEXAS
105.998 ACRES
COUNTY ROAD 176
P.O.B.
LOCATION MAP
SCALE: 1"= 100'
PAPE-DAWSON ENGINEERS
LAND TITLE SURVEY
PROJECT NAME: BORHO TRACT
50751-00

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, the owner of the subject property, or owner's authorized agent (the "Owner"), has requested annexation of the subject property and *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 shall be provided for the subject property pursuant to the terms and conditions of that certain Development and Annexation Agreement for the Borho Tract dated _____ (the "Development Agreement"); provided that, except for municipal service provided for in the Development Agreement, municipal services shall be provided on the same terms and conditions as such services are provided to other similarly situated properties currently 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 subject property, and, until the zoning of the subject property is established by ordinance after annexation, the subject property shall be entitled to be developed with the land uses as more specifically provided in the Development Agreement. It is the City's intent to zone the subject property at the Owner's request in a manner that is not inconsistent with such uses, as provided in the Development Agreement. The Planning & Zoning Commission and the City Council will consider the applicant's request to process a zoning application and zone the subject property for such use and development following final annexation of the subject property.

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

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

(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) The City intends to provide water services to the subject property pursuant to the Development Agreement. Save and except as provided in the Development Agreement, the City will provide water service in accordance with the applicable ordinances, rules, regulations, and policies of the City in effect from time to time for the extension of water service. The Owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the subject property as required in City ordinances. Upon acceptance of the water lines within the subject property 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 water system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for service. In the event of a conflict between this Municipal Services Plan and an approved and executed Development Agreement, the terms and provisions of the Development Agreement shall govern and control.

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

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

(ii) Wastewater services to the subject property will be provided pursuant to the Development Agreement. Save and except as provided in the Development Agreement, the City will provide wastewater service in accordance with the applicable ordinances, rules, regulations, and policies of the City in effect from time to time for the extension of wastewater service. The 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 property as required in City ordinances. Upon acceptance of the wastewater lines within the subject property 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. In the event of a conflict between this Municipal Services Plan and an approved and executed Development Agreement, the terms and provisions of the Development Agreement shall govern and control.

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

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

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

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

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

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

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

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

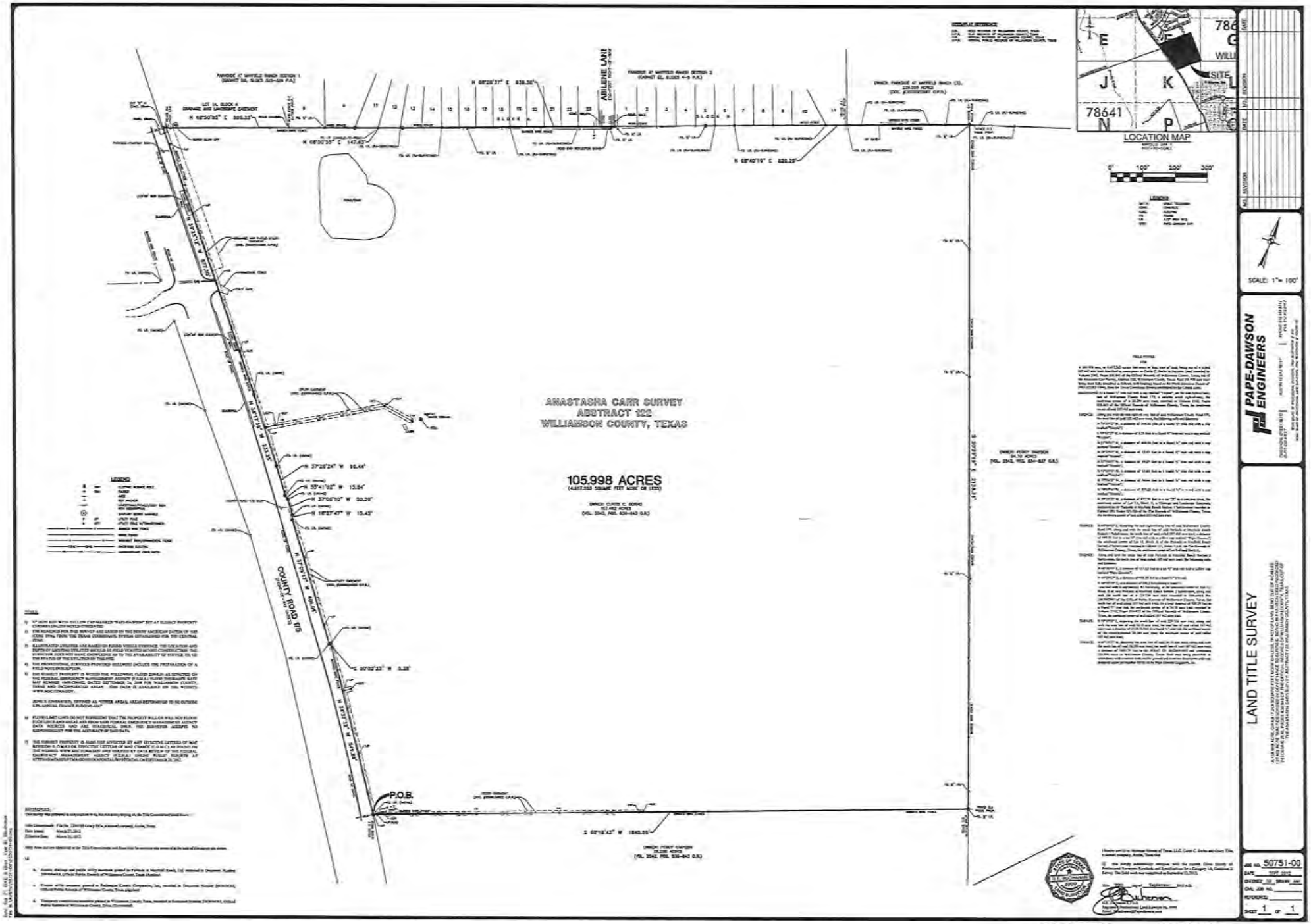
(D) Installation and maintenance of street lighting in accordance with established policies of the City;

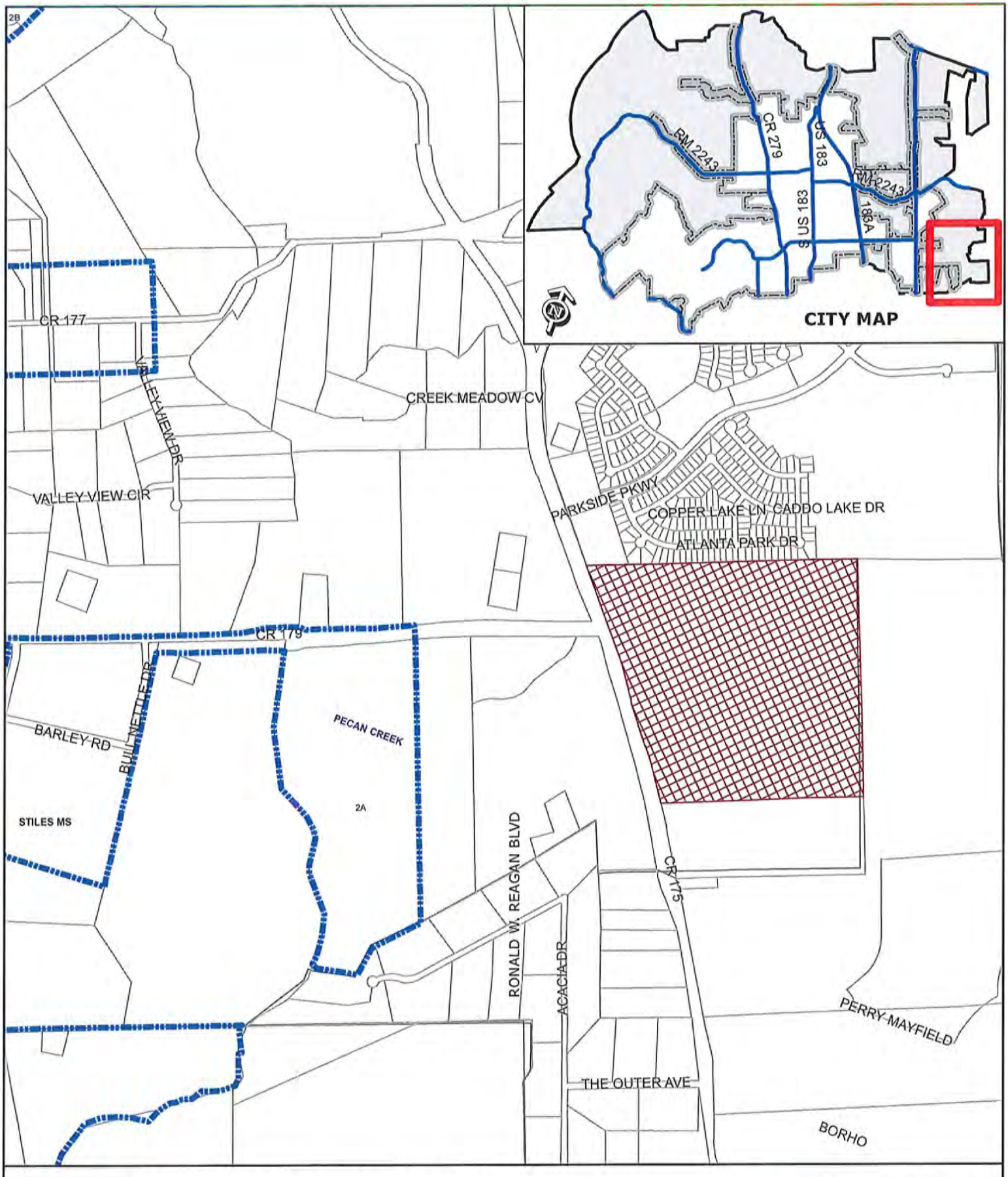
(iii) The outer boundaries of the subject property abut existing roadways. The Owner agrees that no improvements are required by the City on such roadways to service the subject property.

(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, the Owner will be responsible for the development costs as provided in the Development Agreement, this Municipal Services Plan, and the applicable ordinances, rules, and policies of the City. Capital Improvements shall be designed, constructed and installed by the Owner as provided in the Development Agreement and this Municipal Services Plan.

(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.


ANASTACIA CARR SURVEY
ABSTRACT 122
WILLIAMSON COUNTY, TEXAS
105.998 ACRES
(4,617,283 SQUARE FEET MORE OR LESS)
P.O.B.
COUNTY ROAD 175
ABILENE LANE
LOCATION MAP
SCALE: 1" = 100'
LEGEND
LAND TITLE SURVEY
PAPE-DAWSON ENGINEERS
PROJECT NAME: BORHO TRACT
JOB NO. 50751-00
SHEET 1 OF 1



DEVELOPMENT & ANNEXATION EXHIBIT

Location Exhibit

Borho Property

Borho Annexation

City Limits

0 200

Feet

SCHEDULE FOR VOLUNTARY ANNEXATION – BORHO

DATE	ACTION/EVENT	LEGAL AUTHORITY
November 29, 2012	**COUNCIL BY WRITTEN RESOLUTION** Directs notification to land owners; and sets two (2) Public Hearings: **January 3, 2013 and January 17, 2013**; 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 Dec. 3, 2012	**NOTICE TO** property owners & utility providers	Loc. Gov't Code § 43.062(a)
Dec. 19, 2012* Publish notice of First Public Hearing **January 2, 2013*** 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)
January 3, 2013*	**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.
January 17, 2013*	**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 **February 7, 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.
February 21, 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.
March 15, 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**

AGENDA ITEM # 12

Executive Summary

February 7, 2013

Council Agenda Subject: A Resolution accepting the petition for annexation of 29.31 acre parcel, more or less, located in Williamson County, Texas, generally located south of CR 179, 1,400' west of CR 175, 400' northwest of Acacia Dr, and approximately 1 mile east of Ronald W Reagan Blvd including the abutting streets, roadways, and rights-of-way and setting an annexation schedule.

Background: The Resolution sets the two public hearings for March 21, 2013 and April 4, 2013. The first reading of the Ordinance is scheduled for **April 25, 2013** and the second reading of the Ordinance is scheduled for May 2, 2013. 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")**

Origination: Development Services Department

Attachments: 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

RESOLUTION NO._____

A RESOLUTION OF THE CITY OF LEANDER, TEXAS, ACCEPTING THE PETITION FOR ANNEXATION OF A 29.31, MORE OR LESS,ACRE PARCEL OF LAND 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:

Section1.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,not previously annexed into the Cityand the draft services plan shown in Exhibit "B", submitted by Petitioner, are hereby accepted:

> All that certain tract or parcel of land being 29.31 acres, more or less, located in Williamson County, Texas, and being more particularly shown and described in the Exhibit "A" attached hereto and incorporated herein for all purposes.

Two public hearings are set for the dates of March 21, 2013 and April 04, 2013. 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 7th day of February, 2013.

ATTEST:

Debbie Haile, City Secretary

THE CITY OF LEANDER, TEXAS

Christopher Fielder, Mayor

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 Petition and Request:

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

> All that certain tract or parcel of land being 29.31 acres, more or less, located in Williamson County, Texas, and being more particularly shown and described in the Exhibit "A" attached hereto and incorporated herein for all purposes.

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

SECTION THREE: Acknowledges and represents having received, read and understood the attached "draft" Service Plan, attached hereto as Exhibit "B", (proposed to be applicable to and adopted for the subject property) and that such "draft" Service Plan is wholly adequate and acceptable to the undersigned who hereby requests the City Council to proceed with the annexation and preparation of a final Municipal Service Plan and publish notice and hold the requisite public hearings thereon, in accordance with the applicable laws of the State of Texas.

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

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

FILED, this 23 day of January 2013, with the City Secretary of the City of Leander, Williamson County, Texas.

Petitioner:

By: Tamara Ramaker
Tamara Ramaker, Owner

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Tamara "Tami" Ramaker, Owner of the subject property and Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that 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 23rd day of Jan. 2013.

(SEAL)

CHRISTI C. HORNE
Notary Public, State of Texas
My Commission Expires
July 6, 2013

Christi C Horne
Notary Public - State of Texas

Exhibit "A"

DESCRIPTION OF THE SUBJECT PROPERTY

29.31 ACRES

ALL THAT CERTAIN TRACT OF LAND CONTAINING 29.50 ACRES OF LAND, MORE OR LESS, SITUATED IN THE ANASTASHA CARR SURVEY, ABSTRACT NO. 122, IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY CONVEYED TO TAMARA . BARKLEY, IN WARRANTY DEED RECORDED IN DOCUMENT No. 2006005760 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAVE AND EXCEPT THAT CERTAIN 8.251 SQUARE FEET OF LAND CONVEYED TO WILLIAMSON COUNTY, TEXAS IN SPECIAL WARRANTY DEED RECORDED IN DOCUMENT No. 2008068649 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Begin at a 1/2" iron rod found (with Haynie Consultant cap) in the West Line of the said 29.50 Acre Tract, the same being the Southwest Corner of the said 8,251 Square Feet Tract;

THENCE across the said 29.50 Acre Tract and along the South Line of the said 8,251 Square Feet Tract the following three courses:

1. Northeasterly along the arc of a curve to the left, a distance of 56.82 feet to a 1/2" iron rod found (with Haynie Consultant cap), said curve having a radius of 5779.05 feet, a central angle of 00°33'48", and a chord bearing N.63°18'43"E., 56.81 feet

2. N.63°04'05"E. a distance of 69.07 feet to a 1/2" iron rod found (with Haynie Consultant cap) at a point on a non-tangent curve to the right;

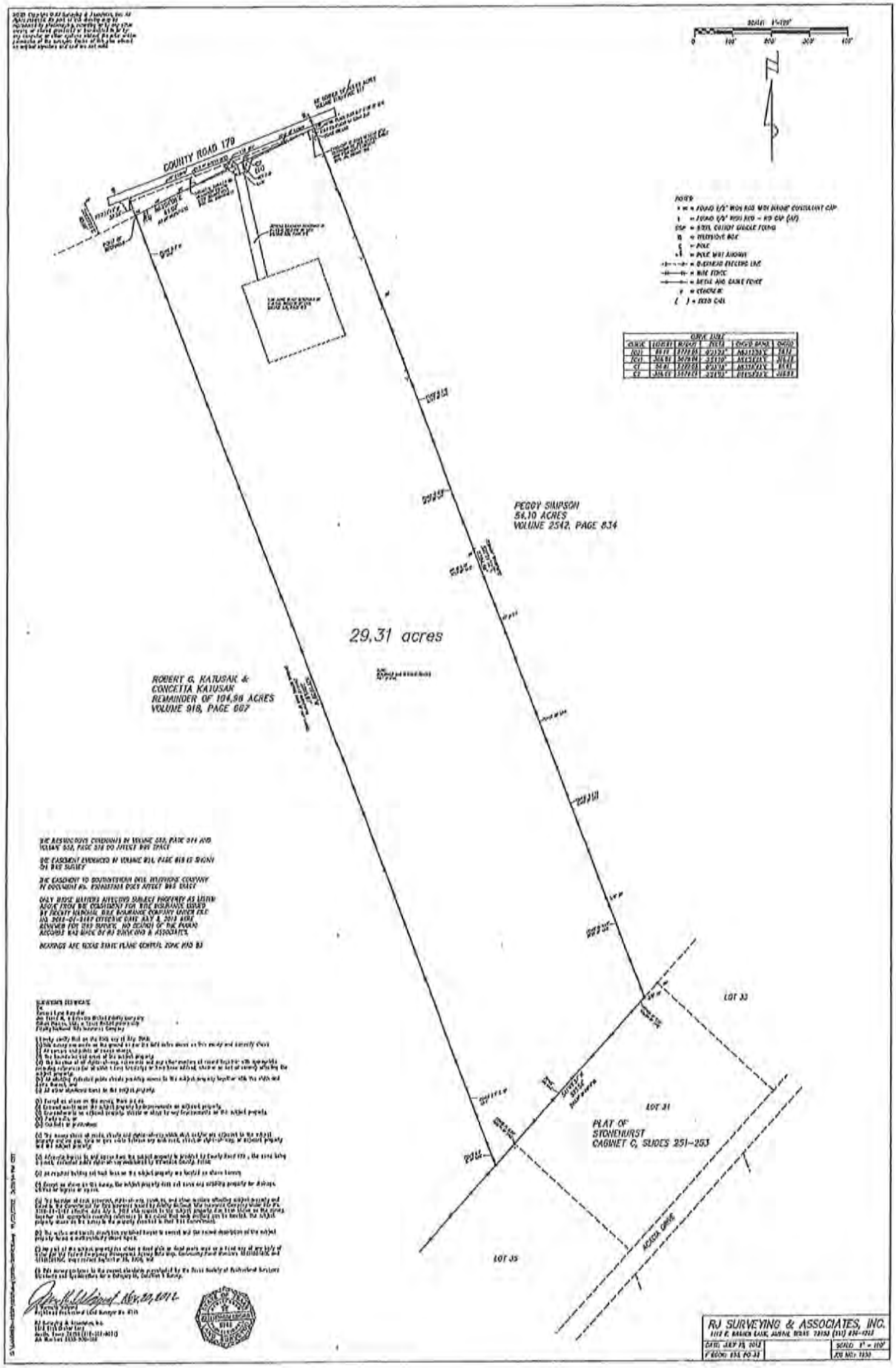
3. Northeasterly along the arc of said curve, a distance of 386.66 feet, said curve having a radius of 5679.06 feet, a central angle of 03°54'03" and a chord bearing N.64°53'28"E., 386.58 feet to a steel cotton spindle found at the Northeast Corner of the said 29.50 Acre Tract and the Northwest Corner of that 54.10 Acre Tract conveyed to Peggy Simpson by deed recorded in Volume 2542, Page 834 of the Deed Records of Williamson County, Texas;

THENCE S.21°11'12"E., along the East Line of the 29.50 Acre Tract and the West Line of the said 54.10 Acre Tract, a distance of 2384.56 feet to a 1/2" iron rod found in the North Line of the Plat of Stonehurst, according to the plat thereof recorded in Cabinet C, Slides 251, 252 and 253 of the Plat Records of Williamson County, Texas, at the Southeast Corner of the said 29.50 Acre Tract and the Southwest Corner of the said 54.10 Acre Tract

THENCE S.41°49'57"W., along the North Line of the said Plat of Stonehurst and the South Line of the 29.50 Acre Tract, a distance of 573.54 feet to a 1/2" iron rod found at the Southwest Corner of the 29.50 Acre Tract;

THENCE N.21°10'59"W., along the West Line of the said 29.50 Acre Tract, a distance of 2605.97 feet to the said Point of Beginning.

Containing 29.31 acres, more or less.



RJ SURVEYING & ASSOCIATES, INC.

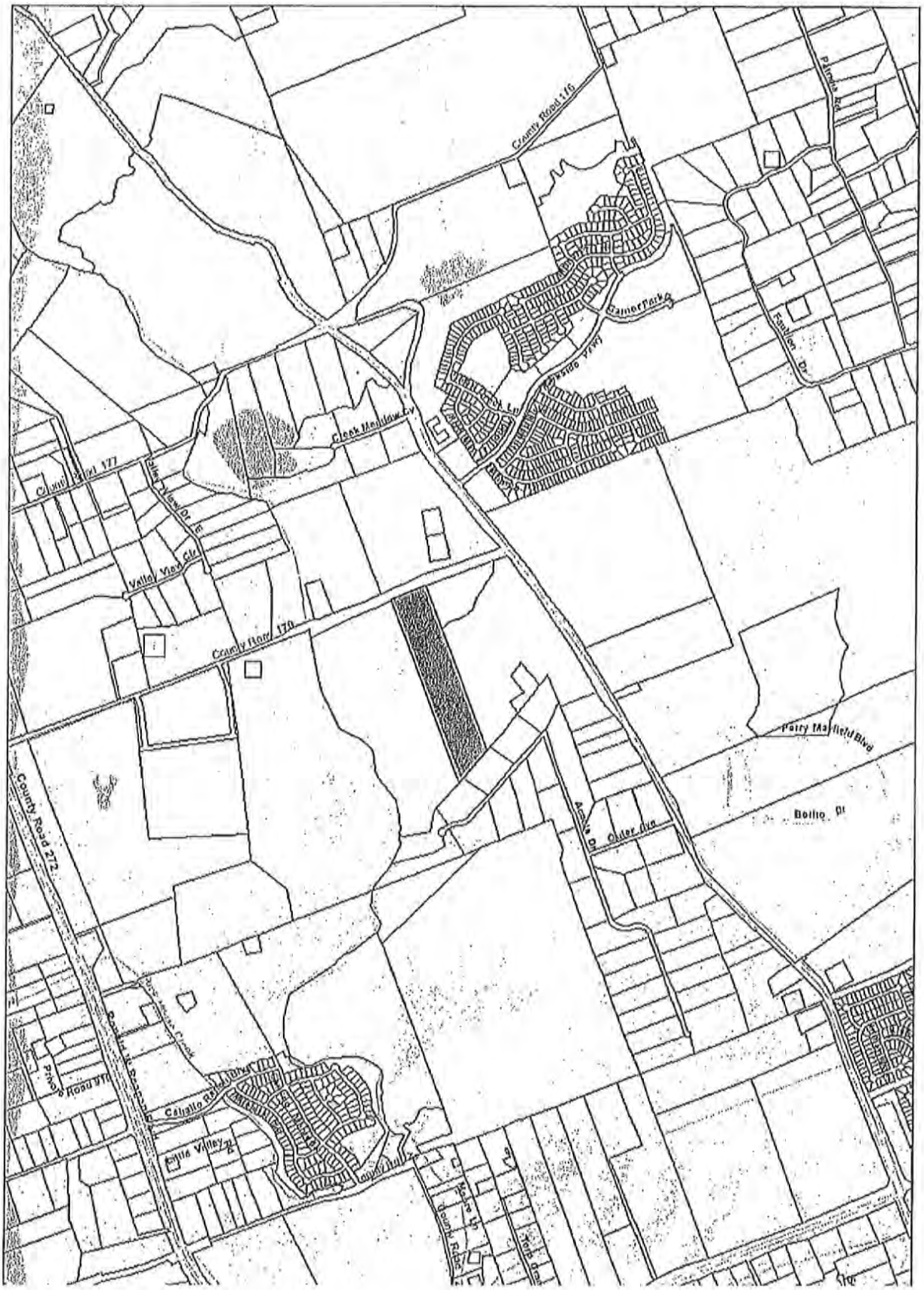

County Road 176
Palmetto Rd
Gainer Park Dr
Fountain Dr
Creek Meadow Cv
County Road 177
Valley View Dr E
Valley View Cir
County Road 170
Perry Mayfield Blvd
Bolino Dr
Acosta Dr
Outer Ave
County Road 272
Private Road 910
Caballo Ranch Blvd
Little Valley Dr
Moore Ln
County Road

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

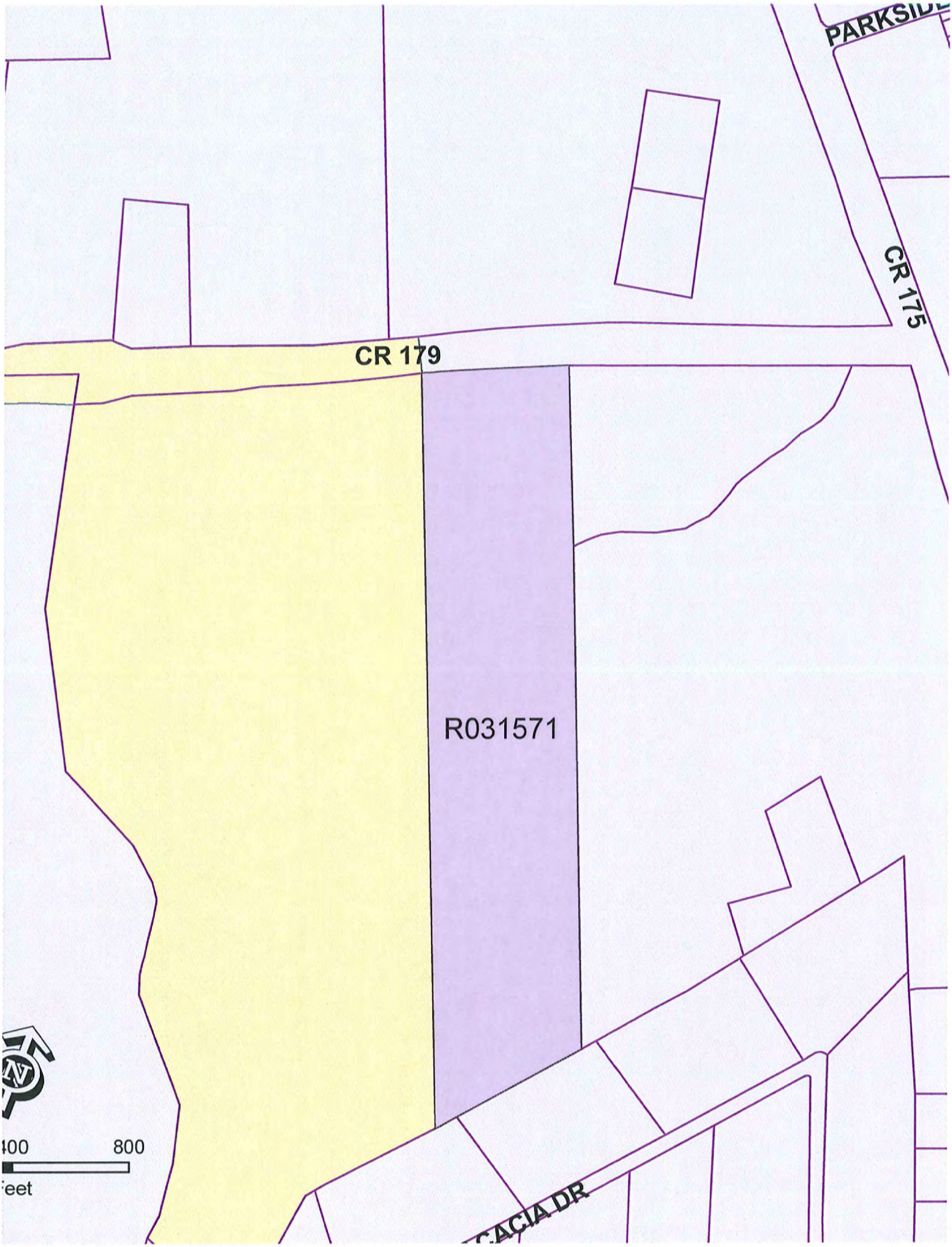
(D) Installation and maintenance of street lighting in accordance with established policies of the City;

(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.


PARKSIDE
CR 175
CR 179
R031571
400
800
Feet
ACIA DR

SCHEDULE FOR VOLUNTARY ANNEXATION – RAMAKER +/- 29.31 ACRES

DATE	ACTION/EVENT	LEGAL AUTHORITY
February 7, 2013	**COUNCIL BY WRITTEN RESOLUTION** Directs notification to land owners; and sets two (2) Public Hearings **March 21, 2013 and April 4, 2013**; 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 Feb. 15, 2013	**NOTICE TO** property owners & utility providers	Loc. Gov't Code § 43.062(a)
March 6, 2013* Publish notice of First Public Hearing **March 20, 2013*** Publish notice of Second Public Hearings	**NEWSPAPER NOTICES** RE: FIRST AND SECOND PUBLIC HEARINGS; (If applicable, certified 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)
March 21, 2013*	**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.
April 4, 2013*	**2nd PUBLIC HEARING** AND PRESENT SERVICE PLAN (At least 20 days before 1st reading of ordinance.) *REGULAR MEETING*	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.063(a) & 43.065.
Institution Date **April 25, 2013***	**FIRST READING** OF ORDINANCE *SPECIAL CALLED 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.
May 2 , 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.
May 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**

AGENDA ITEM # 13

Executive Summary

February 7, 2013

Council Agenda Subject: A Resolution accepting the annexation of four (4) tracts totaling 0.7107 acres, more or less, located in Williamson County, Texas, generally located approximately 500' south of CR 177, 400' east of Ronald W Reagan Blvd, 1,900' north of CR 179 and 2,800' west of Valley View Dr.; including the abutting streets, roadways, and rights-of-way and setting an annexation schedule.

Background: The Resolution sets the two public hearings for March 21, 2013 and April 4, 2013. The first reading of the Ordinance is scheduled for **April 25, 2013** and the second reading of the Ordinance is scheduled for May 2, 2013. 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")**

Origination: Development Services Department

Attachments: 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

RESOLUTION NO._____

A RESOLUTION OF THE CITY OF LEANDER, TEXAS, ACCEPTING THE PETITION FOR ANNEXATION OF FOUR TRACTS OF LAND CONSISTING OF 0.7107, MORE OR LESS,ACRES 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 properties, more particularly described herein (the "subject properties"), into the City limits;

WHEREAS, the subject propertiesare contiguous and adjacent to the corporate limits of the City and the owner has made application for annexation;

WHEREAS, after review and consideration of such petition for annexation, the City Council finds that the propertiesare 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 properties by the City and further agreed to be bound by all acts, ordinances, and all other legal action now in force and effect within the corporate limits of the City and all those which may be hereafter adopted;

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

Section1.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 properties, including the abutting streets, roadways, and rights of way,not previously annexed into the Cityand the draft services plan shown in Exhibit "B", submitted by Petitioner, are hereby accepted:

Tract 1. All that certain tract or parcel of land being 0.12 acres, more or less, located in Williamson County, Texas, and being more particularly shown and described as "R473458" in the Exhibit "A" attached hereto and incorporated herein for all purposes.

Tract 2. All that certain tract or parcel of land being 0.2296 acres, more or less, located in Williamson County, Texas, and being more particularly shown and described as "R392173" in the Exhibit "A" attached hereto and incorporated herein for all purposes.

Tract 3. All that certain tract or parcel of land being 0.2342 acres, more or less, located in Williamson County, Texas, and being more particularly shown and described as "R392174" in the Exhibit "A" attached hereto and incorporated herein for all purposes.

Tract 4. All that certain tract or parcel of land being 0.1269 acres, more or less, located in Williamson County, Texas, and being more particularly shown and described as "R392175" in the Exhibit "A" attached hereto and incorporated herein for all purposes.

Two public hearings are set for the dates of March 21, 2013 and April 04, 2013. 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 7th day of February, 2013.

ATTEST: **THE CITY OF LEANDER, TEXAS**

Debbie Haile, City Secretary

Christopher Fielder, Mayor

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

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

WHEREAS, the undersigned has sought the annexation of the subject properties 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 properties are 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 properties; and,

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

NOW THEREFORE, the undersigned by this Petition and Request:

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

> **Tract 1.** All that certain tract or parcel of land being 0.12 acres, more or less, located in Williamson County, Texas, and being more particularly shown and described as "R473458" in the Exhibit "A" attached hereto and incorporated herein for all purposes.
>
> **Tract 2.** All that certain tract or parcel of land being 0.2296 acres, more or less, located in Williamson County, Texas, and being more particularly shown and described as "R392173" in the Exhibit "A" attached hereto and incorporated herein for all purposes.
>
> **Tract 3.** All that certain tract or parcel of land being 0.2342 acres, more or less, located in Williamson County, Texas, and being more particularly shown and described as "R392174" in the Exhibit "A" attached hereto and

incorporated herein for all purposes.

Tract 4. All that certain tract or parcel of land being 0.1269 acres, more or less, located in Williamson County, Texas, and being more particularly shown and described as "R392175" in the Exhibit "A" attached hereto and incorporated herein for all purposes.

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

SECTION THREE: Acknowledges and represents having received, read and understood the attached "draft" Service Plan, attached hereto as Exhibit "B", (proposed to be applicable to and adopted for the subject property) and that such "draft" Service Plan is wholly adequate and acceptable to the undersigned who hereby requests the City Council to proceed with the annexation and preparation of a final Municipal Service Plan and publish notice and hold the requisite public hearings thereon, in accordance with the applicable laws of the State of Texas.

SECTION FOUR: Acknowledges that the undersigned understands and agrees that all city services to the subject properties 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 properties.

FILED, this 25 day of January 2013, with the City Secretary of the City of Leander, Williamson County, Texas.

Petitioner: Joseph Land & Cattle Company, Ltd.

By: JLCCGP, L.L.C. a Texas Limited Liability Company, its General Partner

By: _____
Name: Philip C. Joseph
Title: President

STATE OF TEXAS §

COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Philip C. Joseph, President of JLCCGP, L.L.C., a Texas limited liability company, General Partner of Joseph Land & Cattle Company, Ltd., owner of the subject properties 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 25th day of January 2013.

(SEAL)

Laurie Staton Roehrig
Notary Public - State of Texas

LAURIE STATON ROEHRIG
Notary Public, State of Texas
My Commission Expires
OCTOBER 28, 2013

Exhibit "A"

DESCRIPTION OF THE SUBJECT PROPERTIES

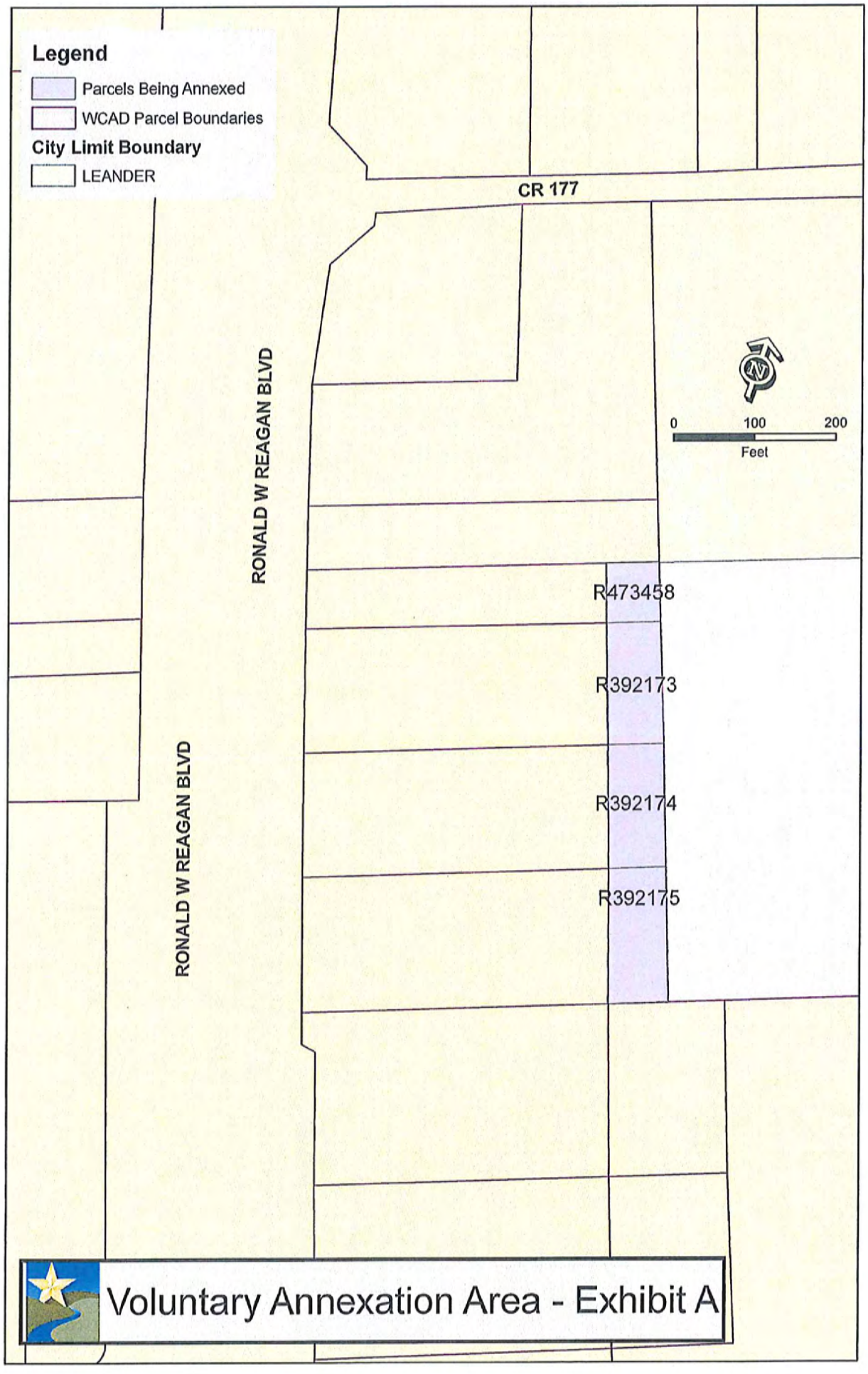

Legend
Parcels Being Annexed
WCAD Parcel Boundaries
City Limit Boundary
LEANDER
CR 177
RONALD W REAGAN BLVD
RONALD W REAGAN BLVD
0
100
200
Feet
R473458
R392173
R392174
R392175
Voluntary Annexation Area - Exhibit A

Exhibit "B"

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

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

RONALD W REAGAN BLVD

RONALD W REAGAN BLVD

R473458

R392173

R392174

R392175

0 100

Feet

SCHEDULE FOR VOLUNTARY ANNEXATION – Philip Joseph (Leander Farm) +/- 0.7107 Acres

DATE	ACTION/EVENT	LEGAL AUTHORITY
February 7, 2013	**COUNCIL BY WRITTEN RESOLUTION** Directs notification to land owners; and sets two (2) Public Hearings **March 21, 2013 and April 4, 2013**; 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 Feb. 15, 2013	**NOTICE TO** property owners & utility providers	Loc. Gov't Code § 43.062(a)
March 6, 2013* Publish notice of First Public Hearing **March 20, 2013*** Publish notice of Second Public Hearings	**NEWSPAPER NOTICES** RE: FIRST AND SECOND PUBLIC HEARINGS; (If applicable, certified 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)
March 21, 2013*	**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.
April 4, 2013*	**2nd PUBLIC HEARING** AND PRESENT SERVICE PLAN (At least 20 days before 1st reading of ordinance.) *REGULAR MEETING*	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.063(a) & 43.065.
Institution Date **April 25, 2013***	**FIRST READING** OF ORDINANCE *SPECIAL CALLED 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.
May 2 , 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.
May 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**

AGENDA ITEM # 14

Executive Summary

February 7, 2013

Council Agenda Subject: Approve and authorize Mayor to execute the Construction Financing and Reimbursement Agreement for the Hero Way Waterline. This agreement for reimbursement from Leander TIRZ No. 1 funds will facilitate a 12" water line along Hero Way from US183 to 183A.

Background: With the completion of Hero Way it is beneficial to provide water service to the properties along the new route. It is anticipated that development interests will quickly take advantage of this new roadway. The current preliminary alignment of a 12" water main starts at the 12" east of and parallel to the CapMetro Rail along US 183, runs east along the north side of Hero Way, within right-of-way, to 183A and then south, within 183A right-of-way to connect to an 8" water line in RM2243.

The concept of this agreement was reviewed and approved by the Leander TIRZ No. 1 Board of Directors and the Leander Development Authority on January 24th.

Origination: Pix Howell, Urban Design Officer

Financial Consideration: Initial funding of $505,000 from Utility Fund Reserves, to be reimbursed over a ten year period, and $290,000 from TIRZ fund reserves.

Recommendation: Approve agreement and authorize the Mayor to execute.

Attachments: Agreement, engineer's estimate and alignment map

Prepared by: Pix Howell, AICP, CNU – UDO

CONSTRUCTION FINANCING AND REIMBURSEMENT AGREEMENT FOR THE HERO WAY WATERLINE

This Construction Financing and Reimbursement Agreement for the Hero Way Waterline ("**Agreement**") is made, entered into and effective as of February __, 2013 (the "**Effective Date**") by and between Reinvestment Zone Number One, City of Leander, Texas, a legal entity created by the City pursuant to *Chapter 311, Texas Tax Code* ("**TIRZ #1**"), and the City of Leander, Texas (the "**City**). TIRZ#1 and the City are sometimes referred to herein as the "**Parties**."

RECITALS

WHEREAS, the TIRZ #1 developed a capital improvements plan and budget for streets, roads, water and wastewater facilities, and other capital improvements necessary and useful for the economic development of TIRZ#1 (the "**Financing Plan**");

WHEREAS, the City and Williamson County (the "**County**") allocated fifty percent (50%) of their ad valorem taxes received on the tax increments within TIRZ #1, to enable the TIRZ to fund and obtain the construction and development provided for in the Financing Plan;

WHEREAS, a waterline along Hero Way (the "**Hero Way Waterline**" or "**Project**") is included in the Financing Plan, to be funded and financed by TIRZ #1 with the respective ad valorem taxes collected on the tax increment (the "**Tax Increment Receipts**"); and

WHEREAS, construction of the Hero Way Waterline prior to TIRZ #1 having sufficient Tax Increment Receipts available to fund and pay the costs thereof will improve the marketability of land and the prospects for development within TIRZ #1.

NOW, THEREFORE, for and in consideration of the above stated premises and the terms, conditions and covenants set forth herein, the Parties hereby contract, covenant and agree as follows:

ARTICLE 1.
PURPOSES, TERM AND CONSIDERATION

1.01. Project Defined. The Hero Way Waterline will be a 12" waterline constructed along and within the right-of-way of SH 183A and Hero Way, as marked and shown on **Exhibit "A"** attached hereto, in compliance with plans, specifications and bids approved by the Parties. The estimated cost of the Hero Way Waterline is $795,000.00.

1.02. Compliance With Regulations. The Project will be designed and constructed to and in compliance with the Applicable Regulations (as defined below).

1.03. Budget and Funding. The estimated cost of the Project will be initially funded by the City in the amount of $505,000.00 and by TIRZ #1 in the amount of $290,000.00.

1.04. Reimbursement and Withholding. The City will advance to TIRZ #1 $505,000.00 and TIRZ #1 will reimburse the $505,000.00 (the "Reimbursable Amount") to the City as provided in this Section 1.04. Beginning April 2014 and continuing each year thereafter, in the month of April, for a period of ten (10) years, or until such time as the Reimbursable Amount is paid in full to the City, $59,200.00 shall be transferred from the TIRZ Fund to the City Utility Fund. Alternatively, in its sole discretion, the City may deposit into the City Utility Fund the first $59,200.00 of Tax Increment Receipts received each fiscal year until the $505,000.00 is paid in full. TIRZ #1 may pay and reimburse to the City the remaining unpaid balance of the Reimbursable Amount in full at any time. Funds not withheld by the City, or paid or reimbursed to the City, when due and payable shall be carried forward without penalty until sufficient Tax Increment Receipts are available for such payment. The application and withholding of funds to pay the Reimbursable Amount shall, however, be subject to the limitations set forth in Section 3.02.

1.05. Benefits. TIRZ #1, the City and the County will benefit from the enhancement of land values in properties within TIRZ #1, resulting tax revenues the City and the County will realize, and the increased opportunities for economic development of the area.

1.06. Consideration. The benefits to the Parties set forth above, plus the mutual promises expressed herein, are good and valuable consideration for this Agreement, the sufficiency of which is hereby acknowledged by the Parties.

1.07. Term. The term of this Agreement shall be for the life of TIRZ #1 unless terminated sooner upon the City's receipt of all the Reimbursable Amount due hereunder.

ARTICLE 2.
DEFINITIONS

2.01. "Applicable Regulations" means all applicable federal and State law, including environmental regulations, and the City's Code of Ordinances, including the Smart Code, the TODD PUD Ordinance, and all other ordinances, rules, regulations,

technical manuals, official policies, and applicable building and construction codes of the City that exist on the Effective Date, except as specifically modified by this Agreement.

2.02. "Authority" means the Leander Development Authority, a non-profit corporation formed pursuant to *Subchapter D, Chapter 431, Texas Transportation Code.*

ARTICLE 3.
SUBJECT TO WITHHOLDING AND REIMBURSEMENT

3.01. Eligible Withholding and Reimbursable Amount. The only costs, amounts, or expenses of any kind eligible for reimbursement under this Agreement (unless and until amended) are those costs that constitute the Reimbursable Amount.

3.02. Priority Funding Obligations. The obligations of TIRZ #1 to pay the annual reimbursements provided in Section 1.04, and the authority of the City to withhold funds from the Tax Increment Receipts prior to depositing the funds into the TIRZ Fund, shall be limited each year to the Tax Increment Receipts and other TIRZ #1revenues remaining available to TIRZ #1 after it has paid all sums and amounts payable by TIRZ #1 in the fiscal year pursuant to development agreements, reimbursement agreements and contracts entered into by TIRZ #1, and approved by the Council, prior to the date of this Agreement.

ARTICLE 4.
LIMITED LIABILITY

4.01. Payment of Project Costs. TIRZ #1 will cause the Authority to contract for the construction and installation of the Hero Way Waterline. The Authority will advertise the Project for bids, review and obtain the required approvals for the bid that is accepted, and cause the Project to be constructed in compliance with the Applicable Regulations.

4.02. Limited Obligation. The obligation of TIRZ #1is limited to funding up to $795,000.00 for construction, installation, completion and acceptance of the Project.

4.03. Limited City Obligation. The obligation of the City shall be limited to:

(a) advancing $505,000.00 to TIRZ #1 to fund a portion of the cost to construct, install, and complete the Project;

(b) reviewing and approving the design and plans for the Project;

(c) inspecting the Project during construction, and performing such other governmental functions and duties as would be performed were the Project designed, constructed and installed by a developer or other private party; and

(d) performing the budgetary, accounting and administrative services reasonably necessary to assist the Authority to contract and pay for construction of the Project.

4.04. Authority. The Authority joins in the execution and approval of this Agreement for the sole purpose of evidencing its agreement to advertise the Project for bids, and to cause the Project to be constructed in compliance with the Applicable Regulations.

ARTICLE 5.
DEFAULT

5.01. Default Cure. Notwithstanding anything herein to the contrary, no party (which, for purposes of this Article 5, is the Parties, the City, and the Board) shall be deemed to be in default hereunder until the passage of thirty (30) business days after receipt by such party of notice of default from the other party ("**Cure Period**"). Upon the passage of the Cure Period without cure of the default, such party shall be deemed to have defaulted for purposes of this Agreement; provided that, if the nature of the default is such that it can not reasonably be cured within the Cure Period, the party receiving the notice of default may during such Cure Period give the other party written notice that it has commenced cure within the Cure Period and will diligently and continuously prosecute the cure to completion as reasonably soon as possible, and such written notice together with diligent and continuous prosecution of the cure shall extend the Cure Period for up to an additional ninety (90) calendar days so long as the cure is being diligently and continuously pursued during such time; and provided further that, if the cure can not be reasonably accomplished within the additional ninety (90) calendar day period but the applicable facts, circumstances and progress establish that a cure will be obtained within a reasonable period of time following the expiration of the ninety (90) calendar day period, the time for cure will be extended for an additional period of time as mutually agreed by the Parties (such agreement not to be unreasonably withheld); provided, further, that if a default is not cured within the applicable Cure Period, or, as applicable, written notice having been given and cure being commenced and diligently and continuously prosecuted, within the additional ninety (90) calendar days after the giving of the written notice, or, as otherwise applicable, within the time mutually agreed by the Parties due to the defaulting party not being able to obtain a cure within the additional ninety (90) calendar days after the defaulting party gives written notice that it is commencing cure, then the non-defaulting party may pursue the remedies set forth in

this Agreement.

5.02 Default and Termination. Notwithstanding any other term or provision of this Agreement, if TIRZ #1 or the Authority defaults in the performance of a duty or obligation provided in this Agreement, and such default is not timely cured after notice and opportunity to cure (if any such cure period is provided for herein), the City may terminate and cancel this Agreement. If this Agreement is terminated by reason of default, the City may cancel the advance of $505,000.00 to TIRZ #1, or so much thereof that has not be advanced and expended, transfer $290,000.00 from the TIRZ Fund to the City Utility Fund, and apply those funds, or any remaining balance thereof, to obtain the completion of the Hero Way Waterline. In the event of such default and the City undertaking the completion of the Project, the funding and payment obligations of TIRZ #1, as provided in Section 1.04, shall remain in full force and effect.

5.03. Remedies Cumulative. The remedies described in this Article 5 are in addition to and not in replacement of any other remedies at law or in equity that a party may have as a result of any breach.

ARTICLE 6.
FORCE MAJEURE

6.01. Force Majeure. The term "**force majeure**" as employed herein shall mean and refer to acts of God; strikes, lockouts, or other industrial disturbances: acts of public enemies, orders of any kind of the government of the United States, including, but not limited to, the State of Texas, Williamson County or the City of Leander, or any civil or military authority; insurrections; riots; epidemic; landslides; lightning, earthquakes; fires, hurricanes; storms, floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accidents to pipelines; or other causes not reasonably within the control of the Party claiming such inability. The term "force majeure" will specifically include an attack by terrorists within the United States that results in a disruption of the financial markets for a period of more than one (1) week.

6.02. Notice of Force Majeure. If, by reason of force majeure, any Party hereto shall be rendered wholly or partially unable to carry out its obligations under this Agreement, then such Party shall give written notice of the full particulars of such force majeure to the other Party within thirty (30) days after the occurrence thereof.

6.03. Suspension. The obligations of the Party giving such notice, to the extent affected by the force majeure, shall be suspended during the continuance of the inability claimed, except as herein provided, but for no longer period, and the Party shall

endeavor to remove or overcome such inability with all reasonable dispatch.

6.04. Settlement of Strikes. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the Party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require that the settlement be unfavorable in the judgment of the Party having the difficulty.

ARTICLE 7.
MISCELLANEOUS

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

Any notice mailed to the Authority, the Board, or the City shall be addressed:

City of Leander
Attn: City Manager
P. O. Box 319
200 West Willis Street
Leander, Texas 78646-0319
Facsimile (512) 528-2831

with copy to:
McKamie Krueger LLP
Attorneys at Law
Executive Office Terrace
223 West Anderson Lane, Suite A105
Austin, Texas 78752
Facsimile (512) 323-5773

Any notice mailed to TIRZ #1 shall be addressed:

Reinvestment Zone Number One, City of Leander, Texas
Attn: City Secretary
P. O. Box 319
200 West Willis Street
Leander, Texas 78646-0319
Facsimile (512) 528-2831

Any notice mailed to the Authority shall be addressed:

Leander Development Authority
Attn: City Secretary
P. O. Box 319
200 West Willis Street
Leander, Texas 78646-0319
Facsimile (512) 528-2831

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

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

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

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

7.05. Waiver and Release. The Parties acknowledge above that the mutual promises and obligations of the Parties expressed herein are good, valuable and sufficient consideration for this Agreement. The Parties further acknowledge that all the Parties voluntarily elected the benefits and obligations of this Agreement.

7.06. Successors and Assigns. This Agreement shall be binding upon the Parties, their successors and assigns.

ARTICLE 8.
GOVERNMENTAL POWERS AND IMMUNITY

8.01. No Waiver of Powers or Immunity. By its execution of this Agreement, the Authority, TIRZ #1 and the City do not waive or surrender any of their respective governmental powers, immunities, or rights. Nothing in this section shall waive any claims, defenses or immunities that the City, TIRZ #1 or the Authority may have with respect to suits filed by persons or entities other than a Party to this Agreement.

EXECUTED in multiple originals and effective as of the Effective Date set forth above.

Attest:

_____
Debbie Haile, Assistant Secretary

Leander Development Authority

By: _____
Name: Greg Boatright
Title: President

Attest:

_____
Debbie Haile, City Secretary

City of Leander

By: _____
Name: Chris Fielder
Title: Mayor

Attest:

_____
Debbie Haile, Secretary

Reinvestment Zone Number One, City of Leander, Texas

By: _____
Name: Greg Boatright
Title: President

CITY OF LEANDER
12-INCH HERO WAY AND 183A WATERLINE CONSTRUCTION
PRELIMINARY ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST

1/16/2013

COA Item No.	Description	Units	Quantity	Unit Cost	Subtotal
501S-BW24	Jacking or Boring 24 In. Pipe at Hero Way	LF	150	$300.00	$45,000
509S-1W	Trench Excavation Safety Protective Systems (all depths)	LF	7,025	$2.00	$14,050
510-AW2SS	Pipe, 2 in. Dia. Copper Type K (all depths) including Excavation and Backfill	LF	105	$34.00	$3,570
510-AW6Dia.	Pipe, 6 in. Dia. DI CL 350 (all depths) including Excavation and Backfill	LF	220	$87.00	$19,140
510-AW12Dia.	Pipe, 12 in. Dia. C-900 DR 14 PVC (all depths) including Excavation and Backfill	LF	6,700	$52.00	$348,400
510-JW12X6Dia.	Wet Connections, 12 in. Dia. X 6 in. Dia.	EA	1	$1,800.00	$1,800
510-JW12X12Dia.	Wet Connections, 12 in. Dia. X 12 in. Dia.	EA	2	$2,200.00	$4,400
510-KW	Ductile Iron Fittings	Ton	3.5	$8,700.00	$30,450
510-FW	Concrete Trench Cap, 4 Ft. Width	LF	250	$40.00	$10,000
511S-A6	Valves, Gate, 6 in. Dia.	EA	22	$1,200.00	$26,400
511S-A12	Valves, Gate, 12 in. Dia.	EA	16	$2,400.00	$38,400
511S-B	Fire Hydrants (See Standard No. 511S-17)	EA	22	$3,200.00	$70,400
	WATERLINE RECONSTRUCTION SUBTOTAL				**$612,010**

Notes: 1) Unit price of 12-inch pipe and 24-inch jack/bore items provided by Leander City Engineer based on recent competitive bids
2) Tie in to existing 6" line near 183A may not provide appropriate system pressure

Sub-Total	**$612,010**
Contingency (15%)	**$91,802**
Construction Total	**$703,812**
Engineering Design/Permitting	**$59,400**
Bidding/Construction Phase Services	**$23,500**
Survey	**$5,000**
Engineering Expenses	**$400**
Engineering Total	**$88,300**
Total	**$792,112**

INTERIM REVIEW ONLY
DOCUMENT INCOMPLETE, NOT INTENDED FOR PERMIT, BIDDING OR CONSTRUCTION.
ENGINEER: JAMES SCHWERDTFEGER, P.E.
ENGR. LICENSE NO.: 97266

Texas PE Firm Registration No. F-929

US 183
Mel Mathis
Hero Way
183A
N
Proposed
12" line
RM 2243
Existing
6" line

AGENDA ITEM # 15

Executive Summary

February 7, 2013

Council Agenda Subject: Consider of Authorization of City Manager to Negotiate and Execute Task Order K-2 with Kleinfelder Central, Inc., for Professional Services for Construction Materials Observation and Testing Services for 1.25 MG Crystal Falls Elevated Storage Tank and Pump Station Modifications

Background: The attached proposal from Kleinfelder Central, Inc., defines the scope of professional services and basis of compensation for this proposed task order. The proposal will be formatted into Task Order K-2. Services will be billed based on time and materials not to exceed $76,831.75 without authorization and amendment of the task order.

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

Financial Consideration: $76,831.75 – (Water Impact Fees 25-31-8328)

Recommendation: Staff requests authorization of the City Manager to negotiate and execute Task Order K-2 with Kleinfelder Central, Inc., for construction materials observation and testing services during the construction of the1.25 MG Crystal Falls Elevated Storage and Pump Station Modifications

Attachments: Proposal from Kleinfelder Central, Inc.

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

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January 9, 2013
Proposal No.:131667

Mr. Wayne Watts, P.E.
City of Leander
P.O. Box 319
Leander, Texas 78646-0319

Subject: Construction and Materials Testing Services
Crystal Falls 1.25MG
Elevated Storage Tank & Pump Station Modifications
Leander, Texas

Dear Mr. Watts:

Kleinfelder Central, Inc. (Kleinfelder) is pleased to submit our Proposed Fee Schedule/Estimate and Basis of Charges for construction materials testing and/or observation services for the referenced project and appreciates the continued opportunity to service your projects.

We understand the scope of services to include:

Soils Testing – subgrade and select fill of tank ring foundation, select fill of interior tank slab and overflow splash pad, and flexible base of access road.

Reinforcing Steel Observation – Tank support structure, interior tank slab, overflow splash pad, and access road ribbon curb.

Concrete Testing - Tank support structure, interior tank slab, overflow splash pad, and access road ribbon curb.

Hot Mix Asphaltic Concrete – Access road.

Structural Steel – Tank welding observations and radiographic testing (15 X-Rays, three site visits maximum); Pump Station trolley welding observations.

Paint Testing – Tank surface preparation and paint observations; Pump Station trolley, pumps and piping surface preparation and paint observations.

The invoicing for this project will use the attached Fee Schedule and the actual quantity of work performed.

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We request that your construction representative provide us with 24-hour notice for scheduling purposes.

LIMITATIONS

Our work will be performed in a manner consistent with that level of care and skill ordinarily exercised by other members of Kleinfelder's profession practicing in the same locality, under similar conditions and at the date the services are provided. Our conclusions, opinions and recommendations will be based on a limited number of observations and data. It is possible that conditions could vary between or beyond the data evaluated. Kleinfelder makes no guarantee or warranty, express or implied, regarding the services, communication (oral or written), report, opinion, or instrument of service provided.

Even with diligent monitoring, construction defects may occur. In all cases, the Contractor is solely responsible for the direction and quality of the work, adherence to plans and specifications, and repair of defects.

Kleinfelder offers various levels of investigative and engineering services to suit the varying needs of different clients. Although risk can never be eliminated, more detailed and extensive studies will yield more information, which may help understand and manage the level of risk involved. Since detailed study and analysis involves greater expense, our clients participate in determining levels of service that provide adequate information for their purposes at acceptable levels of risk. More extensive studies, including destructive studies or field tests, should be performed to reduce these uncertainties. Should additional information become available, we must be consulted to review the effect of the information on our conclusions.

This proposal is valid for a period of 45 days from the date of this proposal, unless a longer period is specifically required by the RFP in which case that time frame will apply. This proposal was prepared specifically for the client and its designated representatives and may not be provided to others without Kleinfelder's expressed permission.

* * *

Please indicate your approval of the proposal by signing and returning the following attached documents:

1) Work Order for Crystal Falls 1.25 MG Elevated Storage Tank & Pump Station Modifications.
2) Master Services Agreement.

A fully executed copy will be returned to you. Any modifications of the attached language must be accepted by both parties, and may result in an increase in scope and compensation. Acceptance of the proposal indicates the City of Leander has reviewed

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and understands the scope of services, budget, and terms. The City of Leander and Kleinfelder may subsequently agree in writing to provide for additional services to be rendered under this agreement for additional, negotiated compensation.

Please call if you have questions (512-926-6650). We appreciate the opportunity to provide this proposal and look forward to working with you.
Sincerely,

KLEINFELDER CENTRAL, INC.
Texas Registered Engineering Firm F-5592

Tim Haynie, P.E.
Project Manager

Robert Boswell
Project Manager/Consultant
NACE CCI #11409, NACE CCT, CWI #96020121, CRI, NDE Level II

Attachments:
- Fee Schedule
- Basis of Charges
- Master Services Agreement
- Work Order

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KLEINFELDER

PROPOSED FEE SCHEDULE/ESTIMATE
City of Leander, Texas
Crystal Falls 1.25MG EST & Pump Station Modifications
1/9/2013

Service Description	Estimated Quantity		Unit Price	Estimated Total Amount
PROJECT MANAGEMENT				
Principal	4	hr.	$ 234.01	$ 936.04
Senior Professional (Meetings & Consultations)	6	hr.	$ 147.89	$ 887.34
Project Manager II (Meetings & Consultations)	6	hr.	$ 189.61	$ 1,137.66
			Subtotal:	$ 2,961.04
ENGINEERING SUPERVISION & ADMINISTRATION				
Senior Professional	24	hr.	$ 147.89	$ 3,549.36
Project Manager II	12	hr.	$ 189.61	$ 2,275.32
Field Cooridination/sched	26	hr.	$ 84.00	$ 2,184.00
Administrative I	26	hr.	$ 56.00	$ 1,456.00
			Subtotal:	$ 9,464.68
SOILS TESTING				
Laboratory Testing				
Sample Preparation	3	ea.	$ 34.00	$ 102.00
Atterberg, Multi-Pt.	3	ea.	$ 79.00	$ 237.00
Sieve Analysis, -200	3	ea.	$ 78.00	$ 234.00
Standard Proctor, 4"	3	ea.	$ 242.00	$ 726.00
Field Testing				
Soil Services	39	hr.	$ 56.00	$ 2,184.00
Soil Services - OT		hr.	$ 84.00	$ -
Nuclear Gauge Test	39	ea.	$ 26.00	$ 1,014.00
Sample Pick-Up/Delivery	6	hr.	$ 56.00	$ 336.00
Vehicle Charge (Per Trip)	16	trip	$ 50.00	$ 800.00
			Subtotal:	$ 5,633.00
REINFORCING STEEL OBSERVATION				
Field Testing				
Rebar Placement Observ	96	hr.	$ 56.00	$ 5,376.00
Rebar Placement Observ - OT		hr.	$ 84.00	$ -
Vehicle Charge (Per Trip)	24	trip	$ 50.00	$ 1,200.00
			Subtotal:	$ 6,576.00
CONCRETE TESTING				
Laboratory Testing				
Concrete Compression	180	ea.	$ 21.00	$ 3,780.00
Field Testing				
Concrete Services	96	hr.	$ 56.00	$ 5,376.00
Concrete Services - OT		hr.	$ 84.00	$ -
Sample Pick-Up/Delivery	46	hr.	$ 56.00	$ 2,576.00
Vehicle Charge (Per Trip)	46	trip	$ 50.00	$ 2,300.00
			Subtotal:	$ 14,032.00
HOT MIX ASPHALTIC CONCRETE TESTING				
Laboratory Testing				
Field Cut Cores	3	ea.	$ 61.00	$ 183.00
AC Max THEO. SPG	1	ea.	$ 66.00	$ 66.00
AC Cores Wt./Thick	3	ea.	$ 44.00	$ 132.00
AC AGG. Gradation	1	ea.	$ 130.00	$ 130.00
AC Extraction	1	ea.	$ 130.00	$ 130.00
AC Hveem Stability	1	ea.	$ 176.00	$ 176.00

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PROPOSED FEE SCHEDULE/ESTIMATE
City of Leander, Texas
Crystal Falls 1.25MG EST & Pump Station Modifications
1/9/2013

Service Description	Estimated Quantity		Unit Price	Estimated Total Amount
HOT MIX ASPHALTIC CONCRETE TESTING				
Field Testing				
Asphalt Services	6	hr.	$ 79.00	$ 474.00
Asphalt Services - OT		hr.	$ 118.50	$ -
Nuclear Gauge Test		ea.	$ 26.00	$ -
Coring Machine With Generator (Per Day)	1	day(s)	$ 145.00	$ 145.00
Vehicle Charge (Per Trip)	2	trip	$ 50.00	$ 100.00
			Subtotal:	$ 1,536.00
STRUCTURAL STEEL				
Steel Services	156	hr.	$ 79.00	$ 12,324.00
Steel Services - OT		hr.	$ 118.50	$ -
Outside Services - Radiographic Testing	1	ea.	$ 4,025.00	$ 4,025.00
Senior Professional	13	hr.	$ 147.89	$ 1,922.57
Vehicle Charge (Per Trip)	26	trip	$ 50.00	$ 1,300.00
			Subtotal:	$ 19,571.57
PAINT TESTING				
Field Testing				
Paint Services	168	hr.	$ 79.00	$ 13,272.00
Paint Services - OT		hr.	$ 118.50	$ -
Senior Professional	14	hr.	$ 147.89	$ 2,070.46
Holiday Detector	3	ea	$ 55.00	$ 165.00
Vehicle Charge (Per Trip)	31	trip	$ 50.00	$ 1,550.00
			Subtotal:	$ 17,057.46
			Total Estimate:	$ 76,831.75

As itemized above, the estimated cost of this work is $76,832. This estimate is based on information available to us and represents our best estimate of the time required and number of tests.

Additions or deletions to this workscope, in regards to estimated quantities, will be adjusted based on the established unit prices shown. This total estimate will not be exceeded without prior written approval of the client. Minimum charge for hourly services is 2 hours. Please refer to the attached "Basis of Charges" document for additional information.

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BASIS OF CHARGES

1. Listed herein are typical prices for services most frequently performed by Kleinfelder. Prices for other services provided by the firm or other services not listed will be given upon request, as well as special quotations for programs involving volume work.
2. Invoices will be issued on a periodic basis, or upon completion of a project, whichever is sooner. The net cash amount of this invoice is payable on presentation of the invoice. If not paid within 30 days after the date of the invoice, the unpaid balance shall be subject to a FINANCE CHARGE of 1.5% per month, which is an ANNUAL PERCENTAGE RATE of 18%.
3. A two-hour minimum charge will be made for all field services. Technical professional time for field services is billed portal-to-portal, in hourly increments following the minimum 2 hours.
4. Hours worked before 7 a.m. / after 5 p.m. Monday through Friday and time worked in excess of 8 hours per day will be charged at 1.5 times the hourly rate. Additionally, weekend (Saturday and Sunday) and holiday work will be charged at 1.5 times the hourly rate.
5. Per Diem will be charged at a rate of $127 per day per person or expenses plus 15%, whichever is greater. Travel by vehicle will be charged at $0.65 per mile plus personnel time. Per Diem and travel will be charged for all projects in excess of 50 miles from the local Kleinfelder office. Travel expenses, such as airfare, will be charged at cost plus 15%.
6. Outside services will include a 15% markup unless otherwise noted.
7. We are protected by Worker's Compensation Insurance (and/or Employer's Liability Insurance), and by Public Liability Insurance for bodily injury and property damage, and will furnish certificates thereof upon request. We assume the risk of damage to our own supplies and equipment. If your contract or purchase order places greater responsibilities upon us or requires further insurance coverage, we, specifically directed by you, will take out additional insurance (if procurable) to protect us at your expense, but we shall not be responsible for property damage from any cause, including fire and explosion, beyond the amounts of coverage of our insurance.
8. The attached schedule of fees will be valid through December 31st of the current year, and an updated fee schedule will take effect beginning January 1st of each following year.

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CLIENT MASTER SERVICES AGREEMENT

This Client Master Services Agreement (Agreement) is made by and between Kleinfelder Central Inc. (KLEINFELDER) with an address at 1826 Kramer Lane, Suite M, Austin, Texas 78758 and City of Leander with an address at P.O. Box 319, Leander, Texas 78646-0319 (hereinafter referred to as CLIENT). This Agreement consists of the following documents incorporated herein by reference:

- KLEINFELDER's Proposal to CLIENT dated January 9, 2013
- Any and all Amendments and subsequent Work Orders
- CLIENT's Agreement with OWNER (Prime Agreement), to the extent that the CLIENT has provided KLEINFELDER with the Prime Agreement (and any Amendments to the Prime Agreement) and identified the provisions which apply to KLEINFELDER.

In the event of any conflict in terms between this Agreement and any Prime Agreement specifically incorporated herein, the provisions of this Agreement shall prevail.

NOW, THEREFORE, in consideration of the mutual undertakings set forth below, the Parties agree as follows:

1. WORK ORDERS AND SCOPE OF SERVICES: This Agreement anticipates the execution of various written Work Orders and sets forth the terms and conditions pursuant to which KLEINFELDER will provide CLIENT the services (Services) specified in KLEINFELDER's Proposal and in each Work Order. By executing this Agreement, CLIENT does not guarantee any future work, nor does KLEINFELDER commit to performing any specific future Work Order. Each Work Order shall define the scope of Services to be performed, the location of CLIENT's project for providing such Services, the time period for performance, the agreed-upon fees, and additional provisions, if any, applicable to such Services.

2. STANDARD OF CARE: KLEINFELDER will perform its Services in a manner consistent with that level of care and skill ordinarily exercised by other members of KLEINFELDER's profession practicing in the same locality, under similar conditions and at the date the services are provided. No level of assessment can conclusively determine whether a property or its structures are completely free of geotechnical hazards or hazardous substances (including mold). CLIENT is advised to carefully review any limitations described in KLEINFELDER's Proposal or in the Scope of Services. KLEINFELDER will not be responsible for constant or exhaustive inspection of the work, the means and methods of construction or the safety procedures employed by other than its own employees and subcontractors. Even with diligent observation, some construction defects, deficiencies, or omissions may occur. The Parties agree that, before exercising any other remedy for any alleged breach by KLEINFELDER of the standard of care hereunder, CLIENT will direct KLEINFELDER in writing to re-perform any defective Services within twelve (12) months after completion of the Services. KLEINFELDER will only sign certifications if approved by KLEINFELDER in writing prior to start of Services. CLIENT understands that any such certifications are statements of professional opinion only. KLEINFELDER makes no other representation, guarantee, or warranty, express or implied, regarding the Services, communication (oral or written), report, opinion, or instrument of service provided under this Agreement.

3. KLEINFELDER'S RESPONSIBILITIES: KLEINFELDER will perform the Services as an independent contractor and shall not act as an agent or employee of CLIENT nor shall any special relationship or fiduciary duty be created. KLEINFELDER shall be solely responsible for the conduct of its own employees and for any of its employees' compensation, benefits, contributions, and payroll taxes. KLEINFELDER will, as directed by CLIENT or its agent (i) provide qualified staff to perform the Services specified in the Work Order; (ii) maintain records of Project site activities and costs for a period of no more than three (3) years from completion of KLEINFELDER's services; (iii) work, to the extent reasonably possible, in coordination with CLIENT's employees, contractors, consultants and other site staff so as not to impede the progress of the Project; and (iv) require its personnel to maintain a safe, clean and orderly work environment.

_____ KLEINFELDER
_____ CLIENT

4. TERM AND TERMINATION: The term of this Agreement shall commence on the date of execution of this Agreement, except as to Services authorized by CLIENT and performed by KLEINFELDER prior to execution of this Agreement, and shall continue in effect for a period of two years or until terminated by either party as provided herein. The parties may agree to extend this Agreement for an additional two years. Either party may terminate this Agreement or any Work Order at any time, with or without cause, by providing not less than ten (10) days' written notice to the other party. Notwithstanding the termination of this Agreement, this Agreement will survive as to any and all Work Orders signed by both Parties prior to the Agreement's effective termination date, and until all of the rights and obligations of both Parties hereunder have been fulfilled. Within fifteen (15) days from termination CLIENT shall compensate KLEINFELDER for all Services performed hereunder through the date of any termination and for all reasonable costs and expenses incurred by KLEINFELDER in effecting the termination, including, without limitation, non-cancelable commitments, fixed cost components, and other demobilization costs. CLIENT may suspend Services by giving KLEINFELDER no less than ten (10) days' written notice. If such suspension exceeds ninety (90) days cumulative or in the aggregate, then KLEINFELDER may a) terminate this agreement; or b) agree to resume Services provided that CLIENT agrees to any increase in fees resulting from such suspension.

5. COMPENSATION: KLEINFELDER will be compensated for its Services as specified in each Work Order. CLIENT agrees to provide any special invoicing requirements to KLEINFELDER in advance of signing this Agreement. Additional charges may apply to any contracting or invoicing specifications outside of KLEINFELDER's standard procedures. CLIENT understands that time-and-materials pricing should be construed as an estimate only and that true costs may be higher or lower, depending on actual circumstances. For Services performed on a time-and-materials basis, KLEINFELDER shall be reimbursed for its Services and expenses at the rates and terms set forth in its then current fee schedule. Notwithstanding the foregoing, KLEINFELDER reserves the right to periodically adjust its fee schedule. KLEINFELDER generally submits its invoices for Services rendered to CLIENT on a monthly basis. The terms of payment are net thirty (30) days from date of invoice, with a one and one-half percent (1 1/2 %) per month surcharge on balances past due. Surcharges on amounts that are past due shall be computed from the initial date of invoice. KLEINFELDER may suspend performance of Services under this Agreement until KLEINFELDER has been paid in full for all balances past due, including interest charges. KLEINFELDER shall be entitled to recover all its attorney's fees and costs resulting from its efforts to secure payment from Client.

6. INSURANCE: KLEINFELDER represents that it currently carries Worker's Compensation, Commercial General Liability, and Automobile Liability Insurance for bodily injury and property damage. In addition, KLEINFELDER carries Professional Liability and Pollution Prevention insurance coverage. CLIENT represents that it currently carries adequate insurance coverage and agrees that it will require any contractors or parties it hires directly to have adequate coverage. Failure to do so will invalidate any Kleinfelder duty to indemnify Client under Section 11(a) herein.

7. CHANGES: CLIENT or KLEINFELDER may request changes to the scope of Services by altering, adding to, or deleting from the Services to be performed by KLEINFELDER. Both Parties agree to negotiate in good faith to determine changes in scope, any needed equitable adjustment to the price and time for performance of the affected Work Order, and to execute an amended Work Order. Failure by both parties to renegotiate in good faith changes to the terms and conditions of any Work Order, may result in suspension of work without penalties, and termination of this Agreement by KLEINFELDER.

8. FORCE MAJEURE: Neither party shall be liable for failure to fulfill its obligations if affected by causes beyond its control such as Force Majeure. Force Majeure includes, but is not limited to, acts of God; acts of a legislative, administrative, or judicial entity; acts of CLIENT's separate contractors and consultants; war; fires; floods; labor disturbances; and unusually severe or unanticipated weather.

_____ KLEINFELDER
_____ CLIENT

9. INSTRUMENTS OF SERVICE: All reports, drawings, plans, or other documents (or copies) furnished to KLEINFELDER by the CLIENT, shall, at CLIENT's written request, be returned upon completion of the Services and payment in full for all Services rendered; provided, however, that KLEINFELDER may retain one (1) copy of all such documents for record keeping purposes. All reports, drawings, plans, documents, software, source code, object code, field notes and work product (or copies thereof) in any form prepared or furnished by KLEINFELDER pursuant to this Agreement are instruments of service. Exclusive ownership, copyright and title to all such instruments of service shall remain with KLEINFELDER. The opinions and other information prepared or furnished by KLEINFELDER under this Agreement, including, without limitation, its instruments of service, are not intended to inform, guide, or otherwise influence any entities or persons other than CLIENT and its Project with respect to any particular business transactions. KLEINFELDER makes no guarantee or warranty, express or implied, regarding the services, communication (oral or written), report, opinion, or instrument of service provided. Any requests by third parties for Reliance upon the Instruments of Service will be subject to approval at KLEINFELDER's sole discretion and subject to the terms of KLEINFELDER's then effective Reliance policy, which includes additional fees and additional terms and conditions related thereto. CLIENT agrees that the Instruments of Service are to be utilized solely for the Project. In the case of use of the Instruments of Service by CLIENT without KLEINFELDER's direct professional involvement, KLEINFELDER's and KLEINFELDER's consultants' names and seals shall be removed from all such documents and KLEINFELDER shall not be liable to CLIENT in any manner whatsoever for their use. Due to the potential exposure to liability when used without KLEINFELDER's involvement, CLIENT agrees to defend, indemnify and hold harmless KLEINFELDER, KLEINFELDER's consultants and employees from and against any claims, damages, losses and expenses, including but not limited to, attorneys' fees, arising out of or resulting from CLIENT's use of any such drawings, specifications or other documents.

10. CLIENT'S RESPONSIBILITIES: CLIENT agrees to (i) convey and discuss with KLEINFELDER all available material, data, and information pertaining to the Services, including, without limitation, the composition, quantity, toxicity, or potentially hazardous properties of any material known or believed to be present at any site, any hazards that may be present, the nature and location of underground or otherwise not readily apparent utilities, summaries and assessments of the site's past and present compliance status, and the status of any filed or pending judicial or administrative action concerning the site or Project; (ii) ensure the cooperation of CLIENT's employees and separate contractors and consultants; and (iii) be solely responsible for determining whether the Project is subject to prevailing wage regulations and to notify KLEINFELDER of such determination in advance of its proposal. KLEINFELDER is entitled to rely upon the accuracy and completeness of the information given by the CLIENT.

11. ALLOCATION OF RISK: The indemnity obligations and the limitation of liability established below shall survive the expiration or termination of this Agreement but in no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by an applicable statute of repose or statute of limitations. The language contained in Section 11(b) shall control irrespective of any conflict with provision(s) contained in any lien waiver, affidavit of payment or any other document related to the administration of this Agreement.

(a) Indemnification of CLIENT. Subject to the provisions and Limitation of Liability of this Agreement, KLEINFELDER agrees to indemnify CLIENT from and against all liabilities, losses or damages caused by the negligence or other fault of KLEINFELDER and its employees, agents, representatives, sub-contractors, and all others for whom KLEINFELDER is legally responsible (the "Kleinfelder Parties"), but only to the proportional extent caused by the negligence or other fault of the Kleinfelder Parties when compared to the negligence or other fault of all other persons and entities. If, and only if, California law applies to this Agreement, the Parties also expressly agree that this indemnity provision does not include, and in no event shall Kleinfelder be required to assume, any obligation or duty to defend any claims, cause of action, demands, or lawsuits in connection with or arising out of this Project or the Services rendered by KLEINFELDER. This Section 11(a) is not intended to and shall not in any way be limited by any insurance coverage available to CLIENT under any insurance policy obtained and maintained by KLEINFELDER.

_____ KLEINFELDER
_____ CLIENT

(b) Indemnification of KLEINFELDER. CLIENT shall indemnify KLEINFELDER from and against all liabilities, losses or damages caused by the negligence or other fault of CLIENT and its employees, agents, representatives, sub-contractors, and all others for whom CLIENT is legally responsible (the "Client Parties"), but only to the proportional extent caused by the negligence or other fault of the Client Parties when compared to the negligence or other fault of all other persons and entities. If, and only if, California law applies to this Agreement, the Parties also expressly agree that this indemnity provision does not include, and in no event shall CLIENT be required to assume, any obligation or duty to defend any claims, cause of action, demands, or lawsuits in connection with or arising out of this Project or services rendered by CLIENT. This Section 11(b) is not intended to and shall not in any way be limited by any insurance coverage available to KLEINFELDER under any insurance policy obtained and maintained by CLIENT.

(c) CLIENT and KLEINFELDER agree to require a provision in all contracts with contractors, subcontractors, subconsultants, vendors, agents and other entities involved in the Project to carry out the intent of this Section 11.

12. STATUTE OF LIMITATION REDUCTION: Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion of KLEINFELDER's services for acts or failures to act occurring prior to Substantial Completion of KLEINFELDER's services, or the date of issuance of the final payment to KLEINFELDER for acts or failures to act occurring after Substantial Completion of KLEINFELDER's services. However, the statute of limitations may commence to run sooner than the dates of Substantial Completion of KLEINFELDER's services or final payment to KLEINFELDER in accordance with applicable statutory or common law. CLIENT agrees that any claim or suit for damages made or filed against KLEINFELDER by CLIENT will be made or filed solely against KLEINFELDER or its successors or assigns and that no shareholder or employee of KLEINFELDER shall be personally liable to CLIENT for damages under any circumstances.

13. LIMITATION OF LIABILITY: To the fullest extent permitted by law, the total liability of KLEINFELDER arising out of or related to this Agreement, whether based in contract or tort, shall be limited to the greater of the compensation actually paid to KLEINFELDER for the Services under all Work Orders or $50,000, and Client hereby releases KLEINFELDER from any liability above such amount. This Limitation of Liability shall include any Losses payable to Client under Section 11(a), Indemnification of CLIENT. This Limitation of Liability shall apply to any and all claims, no matter how pleaded, including but not limited to, claims for errors and omissions, breach of contract, negligence, or breach of fiduciary duty and applies to all phases of Services performed under this Agreement.

14. WAIVER OF CONSEQUENTIAL DAMAGES. Neither party shall be responsible to the other for any special, incidental, indirect, exemplary, punitive, penal nor consequential damages (including lost profits) incurred by either KLEINFELDER or CLIENT or for which either party may be liable to any third party.

15. NO CONTROL OF MEANS AND METHODS OF OTHERS: KLEINFELDER will not have control over or charge of, nor be responsible for the construction means, methods, techniques, sequences, or procedures, or for the safety precautions and programs of CLIENT's separate contractors and consultants in connection with the Project. KLEINFELDER's services do not include any job site safety obligations required by the project or any applicable code or regulation for other than its own employees or subcontractors. KLEINFELDER shall not be responsible for the Contractor's schedules or failure to perform the Services in accordance with the Contract Documents. KLEINFELDER shall not have control over or charge of acts or omissions of Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Services.

_____ KLEINFELDER
_____ CLIENT

16. SITE ACCESS: CLIENT shall, as may be required by KLEINFELDER for the successful and timely completion of Services: (i) provide unimpeded and timely access to the site, including third party sites, if required; (ii) provide an adequate area for KLEINFELDER's site office facilities, equipment storage, and parking; (iii) furnish all construction utilities and utility releases necessary for the performance of the Services; and (iv) obtain Project-specific permits and licenses necessary for the performance of the Services.

17. WARRANTY OF TITLE, WASTE OWNERSHIP: KLEINFELDER will not take title to any hazardous materials found at the project site. Any risk of loss with respect to all materials shall remain with the project site owner, who shall be considered the generator of such materials, execute all manifests as the generator of such materials, and be liable for the arrangement, transportation, treatment, and/or disposal of all material. All samples shall remain the property of the CLIENT. CLIENT shall promptly, at its cost, remove and lawfully dispose of samples, cuttings, and hazardous materials.

18. ASSIGNMENT AND SUBCONTRACTING: This Agreement shall not be assigned by either party without the prior written approval of the other party. KLEINFELDER, however, may elect to subcontract portions of the Services to a qualified subcontractor.

19. DISPUTE RESOLUTION: If a claim or dispute arises out of or relates to the interpretation, application, enforcement, or performance of Services under this Agreement, both Parties agree to attempt to resolve the claim or dispute (1) at a meeting between the principals within fifteen (15) days of receipt by either party of a notice and description of the dispute, and failing resolution (2) mediation in accordance with the AAA Construction Industry Mediation Rules then in effect within forty-five (45) days from service of written notice. The Party seeking to initiate mediation shall do so by submitting a formal, written request to the other party to this Agreement. If the claim or dispute cannot be resolved through mediation and unless otherwise mutually agreed, either party may file suit in an appropriate court in the state where the Services are performed. This section shall survive completion or termination of this Agreement, but under no circumstances shall either party call for mediation of any claim or dispute arising out of this Agreement after such period of time as would normally bar the initiation of legal proceedings to litigate such claim or dispute under the laws of the state in which the Project is located, unless another location is mutually agreed upon.

20. WAIVER OF TERMS AND CONDITIONS: The failure of either Party in any one or more instances to enforce one or more of the terms or conditions of this Agreement, or to exercise any right or privilege in this Agreement, or the waiver by KLEINFELDER or CLIENT of any breach of the terms or conditions of this Agreement shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no such waiver had occurred.

21. SEVERABILITY: Every term or condition of this Agreement is severable from the others. Notwithstanding any possible future finding by a duly constituted authority that a particular term or provision is invalid, void, or unenforceable, this Agreement has been made with the clear intention that the validity and enforceability of the remaining parts, terms, and provisions shall not be affected thereby.

22. NO THIRD-PARTY BENEFICIARIES: The Parties do not intend to create, and nothing in this Agreement shall be construed to create, any benefit or right in any third party, nor is this Agreement or the services provided hereunder intended to create any special relationship or fiduciary duty to third parties.

23. GOVERNING LAWS: This Agreement shall be governed and construed in accordance with the laws of the State where the Services are performed.

_____ KLEINFELDER
_____ CLIENT

24. ENTIRE AGREEMENT: The terms and conditions set forth herein, including any associated Work Orders, constitute the entire understanding and agreement of both Parties with respect to the Services. Any amendment or revision to this Agreement shall be in writing and signed by an authorized representative from each party. Any oral modification or revision of this Agreement or any Work Order shall not operate to modify this Agreement or any Work Order.

In witness whereof, CLIENT and KLEINFELDER have caused this Agreement to be executed by their respective duly-authorized representatives.

CITY OF LEANDER		**KLEINFELDER CENTRAL, INC.**	
By:	_____	By:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

_____ KLEINFELDER
_____ CLIENT

WORK ORDER NO: _____

Issued Pursuant to Master Services Agreement (Reference Number or Date of Execution _____)

Effective Date: January 9, 2013 by and between Kleinfelder Central, Inc. (KLEINFELDER) and City of Leander (CLIENT).

CLIENT Office: Leander, Texas

KLEINFELDER Project No: TBD

Work Order Type:
- ☒ Time and Material
- ☐ Fixed Price
- ☐ Other (describe):

CLIENT Reference No: 24482

KLEINFELDER Office: Austin, Texas

KLEINFELDER Contact: Timothy Haynie

1. SCOPE OF WORK: See attached Proposal 131667 (AUS13P0100).
2. LOCATION/CLIENT FACILITY INVOLVED: Crystal Falls 1.25MG Elevated Storage Tank and Pump Station Modifications
   Leander, Texas
3. PERIOD OF PERFORMANCE: FROM: January 9, 2013 TO: February 28, 2014
4. AUTHORIZED FEES: Estimated time and materials budget of $76,831.75 per attached Proposal 131667 (AUS13P0100).
5. SPECIAL PROVISIONS: See attached Proposal 131667 (AUS13P0100).

NOTICE TO PROCEED IS GIVEN ON (DATE): _____

CITY OF LEANDER	**KLEINFELDER CENTRAL, INC.**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

_____ KLEINFELDER
_____ CLIENT

AGENDA ITEM # 16

Executive Summary

February 7, 2013

Council Agenda Subject: Consideration of Change Order No. 1 for Mel Mathis Avenue (CR 273) and San Gabriel Parkway (CR 274) Project

Background: Proposed Change Order No. 1 provides for the installation of 84 linear feet of 6-inch PVC encasement pipe, 209 linear feet of 24-inch steel encasement pipe, 51 linear feet 30-inch steel encasement pipe, and the substitution of two 1 HP effluent pumps for the originally specified 0.5 HP pumps in one of the two water quality facilities. The encasement pipe provides for planned water line crossings of Mel Mathis Avenue and is to be installed by open cut at a significant savings over bored installation at a later date. The pump horsepower upsizing is required for proper operation of water quality facilities.

This project is funded in part with a $4,030,000 TXDOT grant. The total cost of encasement pipe is $33,513.74, and this cost is not eligible for TXDOT grant reimbursement. The cost of the pump upgrades is $601.50, which is eligible for TXDOT grant reimbursement as long as the total reimbursement does not exceed the grant amount of $4,030,000.

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

Financial Consideration: $34,115.24 from ($6M Bonds, Series 2010; Mel Mathis Project: 53-01-8335)

Recommendation: Staff recommends approval of Change Order No. 1 for the Mel Mathis Avenue (CR 273) and San Gabriel Parkway (CR 274) Project in the amount of $34,115.24.

Attachments: Change Order No. 1 with supporting documentation

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

Memorandum

To: Patricia L. Crews-Weight, PE
Texas Department of Transportation – Austin District
PO Drawer 15426
Austin, TX 78761-5426

From: Wayne Watts, PE
City of Leander

Date: January 14, 2013

Subject: Change Order 1
Mel Mathis Avenue Improvement Project
CSJ# 0914-05-149

Attached is Change Order 1 for the Mel Mathis Avenue Improvement Project, CSJ #0914-05-149. The change order includes the installation of 24" and 30" steel casing for future water line construction, 6" pipe for future water service line and change in pump size from 0.5 HP to 1.0 HP.

The total cost for this change order is $34,115.24. $33,483.66 of the total is not eligible for Federal Reimbursement.

Attachment

CC: James Schwerdtfeger, PE, Klotz Associates

Form 2146-L
(Rev. 10/11)
Page 1 of 1

CONSTRUCTION CONTRACT CHANGE ORDER NUMBER: 1

1. CONTRACTOR: Capital Excavation Company

2. Change Order Work Limits: Sta. 31+75 to Sta. 73+75

3. Type of Change (on federal-aid non-exempt projects): Minor (Major/Minor)

4. Describe the change and the reason for the change order. When necessary, include exceptions to this agreement.

- Upsizing 0.5 HP pumps at pond 2 to 1 HP pumps
- Install 6" PVC sleeve for landowner to reconnect 2" service line.
- Install 24" and 30" steel casing sleeves for future water lines.
- No additional days will be included for this change order.

CCSJ:	0914-05-149
Project:	Mel Mathis Avenue
Highway:	Mel Mathis Avenue
County:	Williamson
District:	Austin
Contract Number:	

5. New or revised plan sheet(s) are attached and numbered: sheet 43, sheet 44, sheet 48, sheet 150

Each signatory hereby warrants that each has the authority to execute this Change Order.

By signing this change order, the contractor agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change. Further, the contractor agrees that this agreement is made in accordance with Item 4 and the Contract. Exceptions should be noted in the response for #5 above.

THE CONTRACTOR Date 01/09/13

By Capital Excavation Company

Typed/Printed Name _____

Typed/Printed Title _____

The following information must be provided

Time Ext. #: 0 Days added on this C.O.: 0

Amt. added by this change order: $34,115.24

For TxDOT use only:

Days participating: _____

Amount participating: _____

Signature Date

Name/Title

RECOMMENDED FOR EXECUTION:

Wayne Watts, PE / City of Leander Engineer 01/14/13
Name/Title Date

James Schwerdtfeger / Project Engineer 01/14/13
Name/Title Date

Engineer's Seal:

1/14/13

Name/Title Date
☐ APPROVED ☐ REQUEST APPROVAL

Name/Title Date
☐ APPROVED ☐ REQUEST APPROVAL

Name/Title Date
☐ APPROVED ☐ REQUEST APPROVAL

Name/Title Date
☐ APPROVED

CONSTRUCTION CONTRACT CHANGE ORDER NUMBER: 1

Estimated Cost: $19,981.58

CCSJ: 0914-05-149

Paid by Invoice? (☐ Yes ☐ No)

TABLE A: Force Account Work and Materials Placed into Stock

LABOR	HOURLY RATE	EQUIPMENT	HOURLY RATE
Utility Foreman	35.00	pickup	15.46
Pipe Layer	14.00	950 Loader	45.00
Utility Labor	12.00	330 Excavator	60.00
Operator	14.00	320 Excavator	43.00
Operator	15.75	Wheel loader 950	40.60
		Hoe Ram	13.00

TABLE B: Contract Items

				ORIGINAL + PREVIOUSLY REVISED		NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
95	Pumps	EA	631.58	0.00	0.00	1.00	631.58	631.58
96	6" SDR-26 pipe	LF	2.50	0.00	0.00	84.00	210.00	210.00
97	24" steel pipe	LF	48.50	0.00	0.00	209.00	10,136.50	10,136.50
98	30" steel pipe	LF	69.50	0.00	0.00	51.00	3,544.50	3,544.50
TOTALS					0.00		14,522.58	14,522.58

CONSTRUCTION CONTRACT CHANGE ORDER NUMBER: 1

TABLE B: Contract Items (Continued)

CCSJ: 0914-05-149

				ORIGINAL + PREVIOUSLY REVISED		NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
The "Totals" from Table B of the previous work sheet:					0.00		14,522.58	14,522.58
TOTALS					0.00		14,522.58	14,522.58

CONTRACT CHANGE ORDER

Capital Excavation Company

PROJECT: Leander T **DATE:** 12/3/2012

DESCRIPTION Upsize pump
QUANTITY 1 LS

	QUANTITY	UNIT	UNIT PRICE	TOTALS
LABOR				
				$0.00
MARK-UP @ 25%				$0.00
PRT & INS @ 55%				$0.00
			SUBTOTAL:	*$0.00*
EQUIPMENT				
				$0.00
MARK-UP @ 15%				$0.00
			SUBTOTAL:	*$0.00*
MATERIALS				
				$0.00
MARK-UP @ 25%				$0.00
			SUBTOTAL:	*$0.00*
SUBS				
CTWM	601.5			$601.50
MARK-UP @ 5%				$30.08
			SUBTOTAL:	*$631.58*

THIS CHANGE ORDER $631.58

COST PER LF $631.58

CTWM
CENTRAL TEXAS WATER MAINTENANCE

P.O. Box 636
Buda, Texas 78610

www.ctwm.com

November 7, 2012

Capitol Excavation Company
3901 S. Lamar Blvd. #260
Austin, Tx 78704

Re: Leander T Water Quality Pond
1 & # 2

Attn: Chris Grahmann

Central Texas Water Maintenance, LLC will provide and install the following:

Change Order:

- Provide and install two 1 HP Effluent pumps with pump bases in basin #2 in lieu of the originally quoted ½ HP pumps for basin #2. CTWM will keep the originally quoted ½ HP pumps in basin #1.
- Provide and install updated floats to match with the updated 1 HP pumps in basin #2

Additional Change Order $ 601.50

Updated Total Lump Sum Price with Change Order
$ 82,585.50

Exclusions:

- Sales Tax
- Bond
- Fees of any kind
- Wet wells
- Excavation and backfilling of wet wells
- Gravity line and tie in to wet well

CONTRACT CHANGE ORDER

Capital Excavation Company

PROJECT: Leander T **DATE:** 12/29/2012

DESCRIPTION 6" DR 26 2FT-5FT DEE
QUANTITY 84 LF

	QUANTITY	UNIT	UNIT PRICE	TOTALS
LABOR				
CAP EX LABOR				
UTILITY FOREMAN	4	HR	$35.00	$140.00
PIPE LAYER	4	HR	$14.00	$56.00
UTILITY LABOR	4	HR	$12.00	$48.00
UTILITY LABOR	4	HR	$12.00	$48.00
OPERATOR	4	HR	$14.00	$56.00
				$348.00
MARK-UP @ 25%				$435.00
PRT & INS @ 55%				$191.40
			SUBTOTAL:	*$626.40*
EQUIPMENT				
CAP EX EQUIPMENT				
PICKUP	4	HR	$15.46	$61.82
				$61.82
MARK-UP @ 15%				$9.27
			SUBTOTAL:	*$71.10*
MATERIALS				
Pipe	84	LF	$2.50	$210.00
				$210.00
MARK-UP @ 25%				$52.50
			SUBTOTAL:	*$262.50*
SUBS				
				$0.00
MARK-UP @ 5%				$0.00
			SUBTOTAL:	*$0.00*

THIS CHANGE ORDER $960.00

COST PER LF $11.43

ACT
PIPE & SUPPLY

ACT/AUSTIN
1400 GRAND AVENUE PRKWY
PFLUGERVILLE, TX 78660
Phone: 512-252-7030 Fax: 512-252-7026
E-Mail: sales@actpipeandsupply.com
Website: www.actpipe.com

JOB ESTIMATE

Customer Copy

Number	J07592
Date	11/14/12
Page	1

Job Name	JOB LEANDER T - CHANGE ORDER	Bid Date	11/15/12
Engineer		Bid Time	12:44 PM
City	GENRL	Bid Type	Negotiation

Reference Number	Expires	Salesperson	Terms	Whse	Freight	Ship Via
	12/14/12	125	NET 30 DAYS	40	PREPAID	BEST WAY

Quoted By: SAH STEPHEN A. HAAS

Item Number	Quantity	UM	Item Description	Unit Price	UM	Extention
502340614	84.00	FT	6" SDR26 ASTM 3034 PVC SEWER PIPE- 14'	2.50	FT	210.00

WEIGHT
0

Merchandise	Miscellaneous	Tax	Freight	Estimate Total
210.00	.00	17.33	.00	227.33

ACT PIPE & SUPPLY

ACT/AUSTIN
1400 GRAND AVENUE PRKWY
PFLUGERVILLE, TX 78660
Phone: 512-252-7030 Fax: 512-252-7026
E-Mail: sales@actpipeandsupply.com
Website: www.actpipe.com

JOB ESTIMATE

Customer Copy

Number	J07592
Date	11/14/12
Page	2

Job Name	JOB LEANDER T - CHANGE ORDER	Bid Date	11/15/12
Engineer		Bid Time	12:44 PM
City	GENRL	Bid Type	Negotiation

Reference Number	Expires	Salesperson	Terms	Whse	Freight	Ship Via
	12/14/12	125	NET 30 DAYS	40	PREPAID	BEST WAY

Quoted By: SAH STEPHEN A. HAAS

This quotation is based on ACT's interpretation of the engineer's plans and specification and is not guaranteed for accuracy or completeness.

Prices do not include sales tax unless noted otherwise.

All pipe prices are subject to manufacturer's shipping schedules, availability and order terms as noted below.

NOTICE: Prices are for estimating purposes only. Prices are not firm, and the price will be the current price in effect at the time of shipment.

Proposal prices are based upon order for the total quantity, for immediate shipment. This proposal is contingent upon the Buyer's acceptance of ACT's Terms and Conditions of Sale. The complete Terms and Conditions of Sale which are applicable to this proposal can be seen on ACT's website at www.actpipe.com under 'Customer Resources' and 'Terms and Conditions' and ACT's Terms and Conditions of Sale are a part hereof and are incorporated herein by reference. ACT objects to all other terms and conditions. ACT is not responsible for delays or shortage of product due to causes beyond ACT's reasonable control.
THE BUYER'S SOLE AND EXCLUSIVE WARRANTY, IF ANY, IS THAT PROVIDED BY THE MANUFACTURER OF THE GOODS AND MATERIALS, AND SUCH WARRANTY, IF ANY, EXTENDS ONLY TO THE ORIGINAL BUYER. ACT MAKES NO EXPRESS OR IMPLIED WARRANTIES. ACT HEREBY DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, WHETHER IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS OR FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES.ACT SHALL NOT BE LIABLE FOR ANY COSTS OF INSTALLATION OR REPAIR OF THE GOODS AND MATERIALS SOLD BY ACT.

IN NO EVENT, WILL ACT BE LIABLE FOR PERSONAL INJURIES, DEATH OR PROPERTY LOSS OR DAMAGE OR ANY OTHER LOSS, DAMAGE, COST OF REPAIRS OR INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY, CONSEQUENTIAL, OR LIQUIDATED DAMAGES OF ANY KIND, REGARDLESS OF WHETHER BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, STRICT LIABILITY, NEGLIGENCE (INCLUDING ACTIVE, PASSIVE, SOLE, JOINT, CONCURRENT OR GROSS NEGLIGENCE), STATUTE OR ANY OTHER CAUSE.

BUYER HEREBY ACKNOWLEDGES AND AGREES THAT UNDER NO CIRCUMSTANCES, AND IN NO EVENT, SHALL ACT'S LIABILITY, IF ANY, EXCEED THE NET SALES PRICE OF THE DEFECTIVE GOODS AND/OR MATERIALS ABOVE WHICH AMOUNT BUYER AGREES TO RELEASE, PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS ACT.

Buyer should carefully review all takeoffs and estimates for correct quantities, calculations, and material descriptions. ACT will not be responsible for any errors and/or omissions contained within the Proposal.

TERMS

ACT PIPE & SUPPLY

ACT/AUSTIN
1400 GRAND AVENUE PRKWY
PFLUGERVILLE, TX 78660
Phone: 512-252-7030 Fax: 512-252-7026

E-Mail: sales@actpipeandsupply.com
Website: www.actpipe.com

JOB ESTIMATE

Customer Copy

Number	J07592
Date	11/14/12
Page	3

Job Name	JOB LEANDER T - CHANGE ORDER	Bid Date	11/15/12
Engineer		Bid Time	12:44 PM
City	GENRL	Bid Type	Negotiation

Reference Number	Expires	Salesperson	Terms	Whse	Freight	Ship Via
	12/14/12	125	NET 30 DAYS	40	PREPAID	BEST WAY

Quoted By	SAH STEPHEN A. HAAS

shipment.

With respect to PVC piping orders, Buyer acknowledges and understands that due to economic matters beyond the reasonable control of ACT, including, but not limited to, unanticipated escalation of PVC material and resin pricing, high worldwide demand and limitations on supplies of PVC piping, resin and the materials incorporated therein, the pricing and availability for all PVC, resin and products derived therefrom, shall be subject to change and/or cancellation without advance notice and regardless of whether orders have been placed and deposits paid by Buyer. In such cases, Buyer shall have the option to either (i) to agree to pay the increased pricing for all orders for which PVC piping or its derived products are involved and accept the revised schedule for delivery associated with such orders; or (ii) to cancel the order in which case and subject always to the prior consent of the PVC piping manufacturer, Buyer's deposit, if any, shall be returned to Buyer by ACT and this order shall terminate and ACT shall have no further liability to Buyer for the order. UNDER NO CIRCUMSTANCES SHALL ACT HAVE ANY LIABILITY TO BUYER FOR ANY CLAIMS, DAMAGES, COSTS, OR EXPENSES ARISING OUT OF THE SUPPLY OF PVC PIPING AND BUYER IRREVOCABLY RELEASES ACT THEREFROM AND REGARDLESS OF WHETHER SUCH CLAIMS, DAMAGES, COSTS OR EXPENSES WERE CAUSED OR CONTRIBUTED TO BY ACT'S BREACH OF WARRANTY, BREACH OF CONTRACT, STRICT LIABILITY, NEGLIGENCE (INCLUDING ACTIVE, PASSIVE, SOLE, JOINT, CONCURRENT OR GROSS NEGLIGENCE), STATUTE OR ANY OTHER CAUSE. Buyer should carefully review all takeoffs and estimates for correct quantities, calculations, and material descriptions. ACT will not be responsible for any errors and/or omissions contained within the Proposal. ACT reserves the right to change any price on this Proposal prior to shipment.

TERMS

CONTRACT CHANGE ORDER

Capital Excavation Company

PROJECT: Leander T **DATE:** 12/29/2012

DESCRIPTION 24" Casing
QUANTITY 160 LF

	QUANTITY	UNIT	UNIT PRICE	TOTALS
LABOR				
CAP EX LABOR				
UTILITY FOREMAN	15	HR	$35.00	$525.00
PIPE LAYER	15	HR	$14.00	$210.00
UTILITY LABOR	48	HR	$12.00	$576.00
OPERATOR	15	HR	$14.00	$210.00
				$1,521.00
MARK-UP @ 25%				$1,901.25
PRT & INS @ 55%				$836.55
			SUBTOTAL:	*$2,737.80*
EQUIPMENT				
CAP EX EQUIPMENT				
320 EXCAVATOR	15	HR	$43.00	$645.00
330 EXCAVATOR	15	HR	$60.00	$900.00
950 LOADER	15	HR	$45.00	$675.00
PICKUP	15	HR	$15.46	$231.84
				$2,451.84
MARK-UP @ 15%				$367.78
			SUBTOTAL:	*$2,819.62*
MATERIALS				
PIPE	160	LF	$48.50	$7,760.00
				$7,760.00
MARK-UP @ 25%				$1,940.00
			SUBTOTAL:	*$9,700.00*
SUBS				
				$0.00
MARK-UP @ 5%				$0.00
			SUBTOTAL:	*$0.00*

THIS CHANGE ORDER $15,257.42

COST PER LF $95.36

S & S Pipe and Supply, Inc
1436 State Highway 75 North
P.O. Box 351
Huntsville, Texas 77342-0351

(936) 291-3301 office
(936) 295-5413 fax
sandspipe@yahoo.com

Quote

Date: November 15, 2012

To: Joe Chesney

Email: jchesney@capitalexcavation.com

Job: City of Leander

160' - 24" O.D. X .375 Wall Steel Pipe - $48.50/ft

All prices are effective for 60 calendar days. Purchase orders issued must be shipped within 30 days of being submitted.

Respectfully,

Stacy Spriggs

Stacy Spriggs

CONTRACT CHANGE ORDER

Capital Excavation Company

PROJECT: Leander T **DATE:** 1/9/2013

DESCRIPTION **24" Casing 0.375 wall**
Installed approximately 5' below the pavement

QUANTITY **49 LF**

	QUANTITY	UNIT	UNIT PRICE	TOTALS
LABOR				
CAP EX LABOR				
UTILITY FOREMAN	10	HR	$35.00	$350.00
PIPE LAYER	8	HR	$14.00	$112.00
UTILITY LABOR	8	HR	$12.00	$96.00
UTILITY LABOR	8	HR	$12.00	$96.00
UTILITY LABOR	8	HR	$12.00	$96.00
UTILITY LABOR	8	HR	$12.00	$96.00
OPERATOR	8	HR	$15.75	$126.00
OPERATOR	8	HR	$15.75	$126.00
				$1,098.00
MARK-UP @ 25%				$1,372.50
PRT & INS @ 55%				$603.90
			SUBTOTAL:	*$1,976.40*
EQUIPMENT				
CAP EX EQUIPMENT				
PICKUP	10	HR	$15.50	$155.00
320 Excavator	8	HR	$52.15	$417.20
330 Excavator	8	HR	$80.70	$645.60
Wheel Loader 950	8	HR	$40.60	$324.80
Hoe Ram	8	HR	$13.00	$104.00
				$1,646.60
MARK-UP @ 15%				$246.99
			SUBTOTAL:	*$1,893.59*
MATERIALS				
Pipe	49	LF	$48.50	$2,376.50
Bedding	1	LS	$750.00	$750.00
End Seals	2	EA	$50.00	$100.00
				$3,226.50
MARK-UP @ 25%				$806.63
			SUBTOTAL:	*$4,033.13*
SUBS				
MARK-UP @ 5%				$0.00
			SUBTOTAL:	*$0.00*
			THIS CHANGE ORDER	**$7,903.12**
			COST PER CY	$161.29

EQUIPMENT WATCH

www.equipmentwatch.com

Adjustments for 2008 3/4 Ton Crew Gas in Inventory

November 7, 2012

On-Highway Light Duty Trucks
Miscellaneous Models

Size Class:
100 - 199 HP 100 - 199 HP

Configuration for On-Highway Light Duty Trucks

Power Mode	Gasoline	Cab Type	Crew
Axle Configuration	4X2	Ton Rating	3/4
Horsepower	165.0		

Blue Book Rates
** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	$755.00	$210.00	$53.00	$8.00	$15.50	$19.79
Adjustments						
Region (Texas: 91.4%)	($64.93)	($18.06)	($4.56)	($0.69)		
Model Year (2008: 96.7%)	($22.77)	($6.33)	($1.60)	($0.24)		
Ownership (100%)	-	-	-	-		
Operating (100%)					-	
Total:	$667.30	$185.61	$46.84	$7.07	$15.50	$19.29

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	59%	$445.45 / mo
Overhaul (ownership)	27%	$203.86 / mo
CFC (ownership)	4%	$30.20 / mo
Indirect (ownership)	10%	$75.50 / mo
Fuel (operating) @ $3.92	79%	$12.29 / hr

Revised Date: 2nd Half 2012

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EQUIPMENT WATCH

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Adjustments for TH34 in Inventory

November 7, 2012

Caterpillar 320C L (disc. 2008)
Crawler Mounted Hydraulic Excavators

Size Class:
19.1 - 21.0 MTons 19.1 - 21.0 MTons
Weight:
46,300 lbs.

Configuration for 320C L

Power Mode	Diesel	Bucket Capacity - Heaped	1.25 cy
Operating Weight	23,142 MT	Net Horsepower	@ 138.0

Equipment Notes: General Purpose bucket included in rate, unless otherwise noted.

Blue Book Rates
** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	$8,510.00	$2,385.00	$595.00	$89.00	$52.15	$100.50
Adjustments						
Region (Texas: 90.6%)	($799.94)	($224.19)	($55.93)	($8.37)		
Model Year (2007: 99.7%)	($23.13)	($6.48)	($1.62)	($0.24)		
Ownership (100%)	-	-	-	-		
Operating (100%)					-	
Total:	$7,686.93	$2,154.33	$537.45	$80.39	$52.15	$95.83

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	41%	$3,489.10 / mo
Overhaul (ownership)	46%	$3,914.60 / mo
CFC (ownership)	6%	$510.60 / mo
Indirect (ownership)	7%	$595.70 / mo
Fuel (operating) @ $4.13	46%	$23.94 / hr

Revised Date: 2nd Half 2012

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Adjustments for 2002 CAT 330 CL Excavator in Inventory

November 7, 2012

Caterpillar 330C L (disc. 2006)

Crawler Mounted Hydraulic Excavators

Size Class:
33.1 - 40.0 MTons 33.1 - 40.0 MTons
Weight:
77,400 lbs.

Configuration for 330C L

Power Mode	Diesel	Bucket Capacity - Heaped	◊ 2.25 cy
Operating Weight	38.6802 MT	Net Horsepower	244.0

Equipment Notes: General Purpose bucket included in rate, unless otherwise noted.

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	$10,955.00	$3,065.00	$765.00	$115.00	$80.70	$142.94
Adjustments						
Region (Texas: 90.6%)	($1,029.77)	($288.11)	($71.91)	($10.81)		
Model Year (2002: 96.4%)	($357.31)	($99.97)	($24.95)	($3.75)		
Ownership (100%)	-		-	-		
Operating (100%)					-	
Total:	$9,567.92	$2,676.92	$668.14	$100.44	$80.70	$135.06

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	41%	$4,491.55 / mo
Overhaul (ownership)	46%	$5,039.30 / mo
CFC (ownership)	6%	$657.30 / mo
Indirect (ownership)	7%	$766.85 / mo
Fuel (operating) @ $4.13	52%	$42.32 / hr

Revised Date: 2nd Fall 2012

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EQUIPMENT WATCH

www.equipmentwatch.com

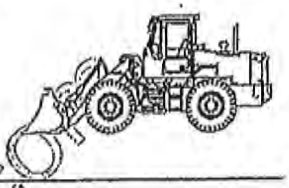
Adjustments for WL43 in Inventory

November 7, 2012

Caterpillar 950G SERIES II (disc. 2005)

4-Wd Articulated Wheel Loaders

Size Class:
175 - 199 HP 175 - 199 HP
Weight:
39,198 lbs.



Configuration for 950G SERIES II

Power Mode	Diesel	Bucket Capacity - Heaped	4.05 cy
Net Horsepower	183.0	Operator Protection	EROPS

Equipment Notes: Includes General Purpose bucket and ROPS, unless otherwise noted.

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	$4,750.00	$1,330.00	$335.00	$50.00	$40.60	$67.59
Adjustments						
Region (Texas: 88.9%)	($527.25)	($147.63)	($37.19)	($5.55)		
Model Year (2005: 100%)	-	-	-	-		
Ownership (100%)	-	-	-	-		
Operating (100%)					-	
Total:	$4,222.75	$1,182.37	$297.81	$44.45	$40.60	$64.59

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	45%	$2,137.50 / mo
Overhaul (ownership)	36%	$1,710.00 / mo
CFC (ownership)	8%	$380.00 / mo
Indirect (ownership)	11%	$522.50 / mo
Fuel (operating) @ $4.19	60%	$24.34 / hr

Revised Date: 2nd half 2012

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Adjustments for HR10 in Inventory

November 7, 2012

Allied 770CS (disc. 1999)
Hydraulic Impact Breakers

Size Class:
2,001 - 3,000 flb 2,001 - 3,000 flb
Weight:
3,120 lbs.

Configuration for 770CS

Impact Energy	3,000 flb	Impact Energy (AEM)	N/A flb
Frequency Range	--/960 bpm		

Equipment Notes: For boom mounting, less tool. Includes hydraulic installation kit, unless otherwise noted.

Blue Book Rates
** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	$3,750.00	$1,050.00	$265.00	$40.00	$13.00	$34.31
Adjustments						
Region (Texas: 100%)	-	-	-	-		
Model Year (1993: 95.6%)	($165.00)	($46.20)	($11.66)	($1.76)		
Ownership (100%)	-	-	-	-		
Operating (100%)					-	
Total:	$3,585.00	$1,003.80	$253.34	$38.24	$13.00	$33.37

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	38%	$1,425.00 / mo
Overhaul (ownership)	47%	$1,762.50 / mo
CFC (ownership)	3%	$112.50 / mo
Indirect (ownership)	12%	$450.00 / mo
Fuel (operating)	Fuel cost data is not available for these rates.	

Revised Date: 2nd Half 2012

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Josh Ealand

From: Joe Chesney
Sent: Thursday, December 13, 2012 8:19 AM
To: Josh Ealand (jealand@capitalexcavation.com)
Subject: FW: 24" and 30" leander T

Joe Chesney
Vice President
Capital Excavation Co.
2967 Business Park Drive
Buda, TX 78610
512-440-1717
512-845-3569 Cell
www.capitalexcavation.com

From: Ricky Spriggs [mailto:sandspipe@yahoo.com]
Sent: Tuesday, December 04, 2012 1:48 PM
To: Joe Chesney
Subject: Re: 24" and 30" leander T

Joe 24" O.D. X.375 wall steel pipe $48.50/ft 30" O.D. X.375 wall steel pipe $69.50/ft Thank You Rickt Spriggs

--- On **Tue, 12/4/12, Joe Chesney** <*jchesney@capitalexcavation.com*> wrote:

From: Joe Chesney <jchesney@capitalexcavation.com>
Subject: 24" and 30" leander T
To: sandspipe@yahoo.com
Date: Tuesday, December 4, 2012, 6:11 PM

Ricky

Pls quote 120 ft 24". and 80 ft 30" both 0.375. thx. Open cut.

Joe Chesney

Vice President

Capital Excavation Co.

2967 Business Park Drive

Buda, TX 78610

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CONTRACT CHANGE ORDER

Capital Excavation Company

PROJECT: Leander T **DATE:** 1/9/2013

DESCRIPTION **30" Casing 0.375 wall**
Installed approximately 5' below the pavement

QUANTITY **51 LF**

	QUANTITY	UNIT	UNIT PRICE	TOTALS
LABOR				
CAP EX LABOR				
UTILITY FOREMAN	10	HR	$35.00	$350.00
PIPE LAYER	8	HR	$14.00	$112.00
UTILITY LABOR	8	HR	$12.00	$96.00
UTILITY LABOR	8	HR	$12.00	$96.00
UTILITY LABOR	8	HR	$12.00	$96.00
UTILITY LABOR	8	HR	$12.00	$96.00
OPERATOR	8	HR	$15.75	$126.00
OPERATOR	8	HR	$15.75	$126.00
				$1,098.00
MARK-UP @ 25%				$1,372.50
PRT & INS @ 55%				$603.90
			SUBTOTAL:	*$1,976.40*
EQUIPMENT				
CAP EX EQUIPMENT				
PICKUP	10	HR	$15.50	$155.00
320 Excavator	8	HR	$52.15	$417.20
330 Excavator	8	HR	$80.70	$645.60
Wheel Loader 950	8	HR	$40.60	$324.80
Hoe Ram	8	HR	$13.00	$104.00
				$1,646.60
MARK-UP @ 15%				$246.99
			SUBTOTAL:	*$1,893.59*
MATERIALS				
Pipe	51	LF	$69.50	$3,544.50
Bedding	1	LS	$750.00	$750.00
End Seals	2	EA	$50.00	$100.00
				$4,394.50
MARK-UP @ 25%				$1,098.63
			SUBTOTAL:	*$5,493.13*
SUBS				
MARK-UP @ 5%				$0.00
			SUBTOTAL:	*$0.00*
			THIS CHANGE ORDER	$9,363.12
			COST PER CY	$183.59

EQUIPMENT WATCH

www.equipmentwatch.com

November 7, 2012

Adjustments for 2008 3/4 Ton Crew Gas In Inventory

On-Highway Light Duty Trucks
Miscellaneous Models

Size Class:
100 - 199 HP 100 - 199 HP

Configuration for On-Highway Light Duty Trucks

Power Mode	Gasoline	Cab Type	Crew
Axle Configuration	4X2	Ton Rating	3/4
Horsepower	165.0		

Blue Book Rates
** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	$765.00	$210.00	$53.00	$8.00	$15.50	$19.79
Adjustments						
Region (Texas: 91.4%)	($64.93)	($18.06)	($4.56)	($0.69)		
Model Year (2008: 96.7%)	($22.77)	($6.33)	($1.60)	($0.24)		
Ownership (100%)	-	-	-	-		
Operating (100%)					-	
Total:	$667.30	$185.61	$46.84	$7.07	$15.50	$19.29

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	59%	$445.45 / mo
Overhaul (ownership)	27%	$203.86 / mo
CFC (ownership)	4%	$30.20 / mo
Indirect (ownership)	10%	$75.60 / mo
Fuel (operating) @ $3.92	79%	$12.29 / hr

Revised Date: 2nd Half 2012

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EQUIPMENT WATCH

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Adjustments for TH34 in Inventory

November 7, 2012

Caterpillar 320C L (disc. 2008)

Crawler Mounted Hydraulic Excavators

Size Class:
19.1 - 21.0 MTons 19.1 - 21.0 MTons
Weight:
46,300 lbs.

Configuration for 320C L

Power Mode	Diesel	Bucket Capacity - Heaped	1.25 cy
Operating Weight	23.142 MT	Net Horsepower	@ 138.0

Equipment Notes: General Purpose bucket included in rate, unless otherwise noted.

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	$8,510.00	$2,385.00	$595.00	$89.00	$52.15	$100.50
Adjustments						
Region (Texas: 90.6%)	($799.94)	($224.19)	($55.93)	($8.37)		
Model Year (2007: 99.7%)	($23.13)	($6.48)	($1.62)	($0.24)		
Ownership (100%)	-	-	-	-		
Operating (100%)					-	
Total:	$7,686.93	$2,154.33	$537.45	$80.39	$52.15	$95.83

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	41%	$3,489.10 / mo
Overhaul (ownership)	46%	$3,914.60 / mo
CFC (ownership)	6%	$510.60 / mo
Indirect (ownership)	7%	$595.70 / mo
Fuel (operating) @ $4.13	46%	$23.94 / hr

Revised Date: 2nd Half 2012

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EQUIPMENT WATCH

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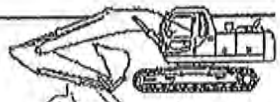
November 7, 2012

Adjustments for 2002 CAT 330 CL Excavator in Inventory



Caterpillar 330C L (disc. 2006)

Crawler Mounted Hydraulic Excavators

Size Class:
33.1 - 40.0 MTons 33.1 - 40.0 MTons
Weight:
77,400 lbs.

Configuration for 330C L

Power Mode	Diesel	Bucket Capacity - Heaped	◊ 2.25 cy
Operating Weight	38.6802 MT	Net Horsepower	244.0

Equipment Notes: General Purpose bucket included in rate, unless otherwise noted.

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	$10,955.00	$3,085.00	$765.00	$115.00	$80.70	$142.94
Adjustments						
Region (Texas: 90.6%)	($1,029.77)	($288.11)	($71.91)	($10.81)		
Model Year (2002: 96.4%)	($357.31)	($99.97)	($24.95)	($3.75)		
Ownership (100%)	-		-	-		
Operating (100%)					-	
Total:	$9,567.92	$2,676.92	$668.14	$100.44	$80.70	$135.06

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	41%	$4,491.55 / mo
Overhaul (ownership)	46%	$5,039.30 / mo
CFC (ownership)	6%	$657.30 / mo
Indirect (ownership)	7%	$766.85 / mo
Fuel (operating) @ $4.13	52%	$42.32 / hr

Revised Date: 2nd Half 2012

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EQUIPMENT WATCH

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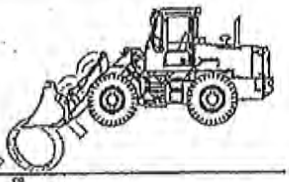
Adjustments for WL43 in Inventory

November 7, 2012

Caterpillar 950G SERIES II (disc. 2005)

4-Wd Articulated Wheel Loaders

Size Class:
175 - 199 HP 175 - 199 HP
Weight:
39,198 lbs.



Configuration for 950G SERIES II

Power Mode	Diesel	Bucket Capacity - Heaped	◊ 4.05 cy
Net Horsepower	193.0	Operator Protection	EROPS

Equipment Notes: Includes General Purpose bucket and ROPS, unless otherwise noted.

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	$4,750.00	$1,330.00	$385.00	$50.00	$40.60	$67.59
Adjustments						
Region (Texas: 88.9%)	($527.25)	($147.63)	($37.19)	($5.55)		
Model Year (2005: 100%)	-	-	-	-		
Ownership (100%)	-	-	-	-		
Operating (100%)					-	
Total:	$4,222.75	$1,182.37	$297.81	$44.45	$40.60	$64.59

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	45%	$2,137.50 / mo
Overhaul (ownership)	36%	$1,710.00 / mo
CFC (ownership)	8%	$380.00 / mo
Indirect (ownership)	11%	$522.50 / mo
Fuel (operating) @ $4.13	60%	$24.34 / hr

Revised Date: 2nd Half 2012

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EQUIPMENT WATCH

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Adjustments for HR10 in Inventory

November 7, 2012

Allied 770CS (disc. 1999)
Hydraulic Impact Breakers

Size Class:
2,001 - 3,000 flb 2,001 - 3,000 flb
Weight:
3,120 lbs.

Configuration for 770CS

Impact Energy	3,000 flb	Impact Energy (AEM)	N/A flb
Frequency Range	--/860 bpm		

Equipment Notes: For boom mounting, less tool. Includes hydraulic installation kit, unless otherwise noted.

Blue Book Rates
** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	$3,750.00	$1,050.00	$265.00	$40.00	$13.00	$34.31
Adjustments						
Region (Texas: 100%)	-	-	-	-		
Model Year (1993: 95.6%)	($165.00)	($46.20)	($11.66)	($1.76)		
Ownership (100%)	-	-	-	-		
Operating (100%)					-	
Total:	$3,585.00	$1,003.80	$253.34	$38.24	$13.00	$33.37

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	38%	$1,425.00 / mo
Overhaul (ownership)	47%	$1,762.50 / mo
CFC (ownership)	3%	$112.50 / mo
Indirect (ownership)	12%	$450.00 / mo
Fuel (operating)	Fuel cost data is not available for these rates.	

Revised Date: 2nd Half 2012

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Josh Ealand

From:	Joe Chesney
Sent:	Thursday, December 13, 2012 8:19 AM
To:	Josh Ealand (jealand@capitalexcavation.com)
Subject:	FW: 24" and 30" leander T

Joe Chesney
Vice President
Capital Excavation Co.
2967 Business Park Drive
Buda, TX 78610
512-440-1717
512-845-3569 Cell
www.capitalexcavation.com

From: Ricky Spriggs [mailto:sandspipe@yahoo.com]
Sent: Tuesday, December 04, 2012 1:48 PM
To: Joe Chesney
Subject: Re: 24" and 30" leander T

Joe 24" O.D. X.375 wall steel pipe $48.50/ft 30" O.D. X.375 wall steel pipe $69.50/ft Thank You Rickt Spriggs

--- On **Tue, 12/4/12, Joe Chesney** <*jchesney@capitalexcavation.com*> wrote:

From: Joe Chesney <jchesney@capitalexcavation.com>
Subject: 24" and 30" leander T
To: sandspipe@yahoo.com
Date: Tuesday, December 4, 2012, 6:11 PM

Ricky

Pls quote 120 ft 24". and 80 ft 30" both 0.375. thx. Open cut.

Joe Chesney

Vice President

Capital Excavation Co.

2967 Business Park Drive

Buda, TX 78610

512-440-1717

512-845-3569 Cell

www.capitalexcavation.com

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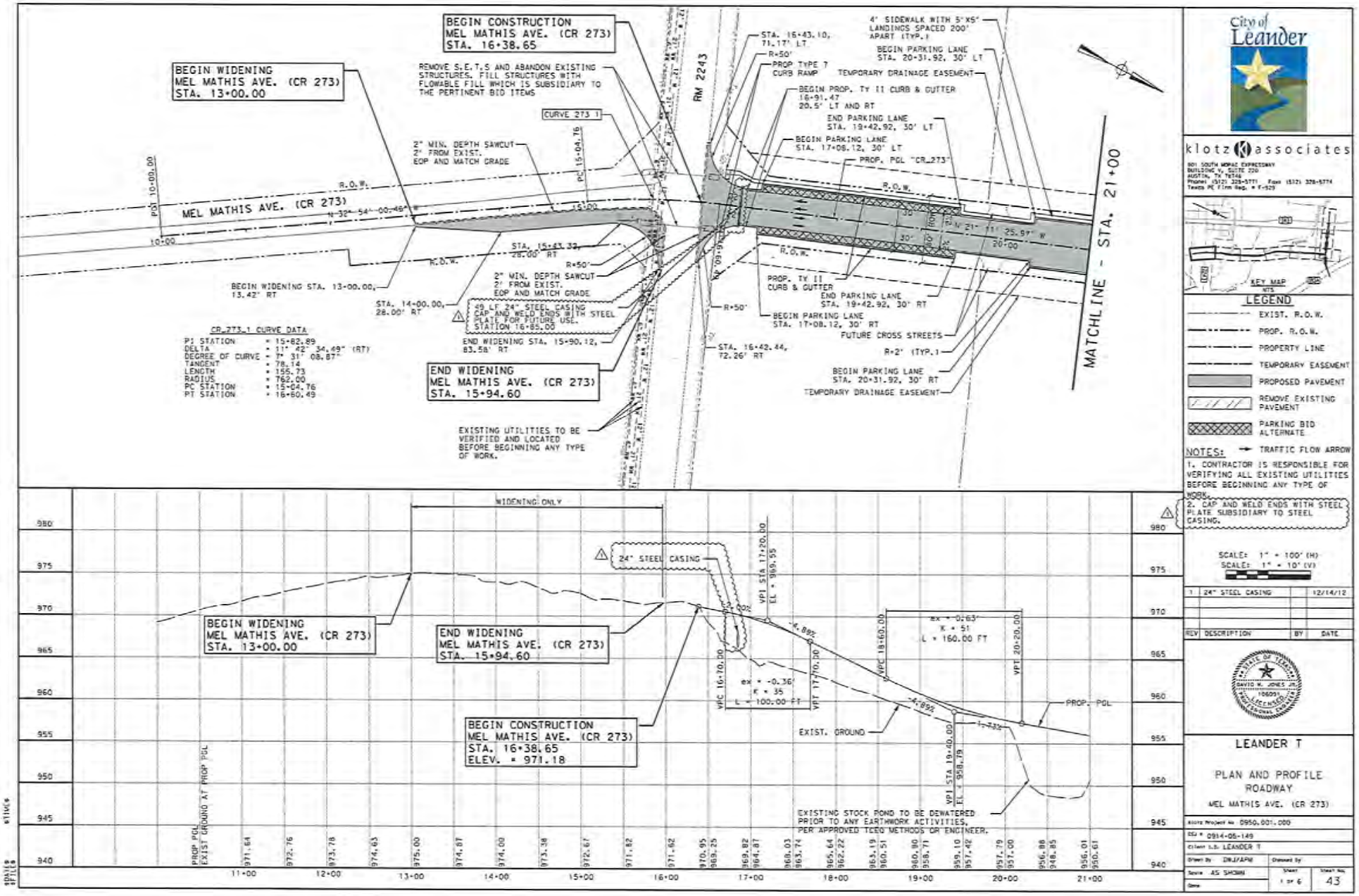


City of Leander

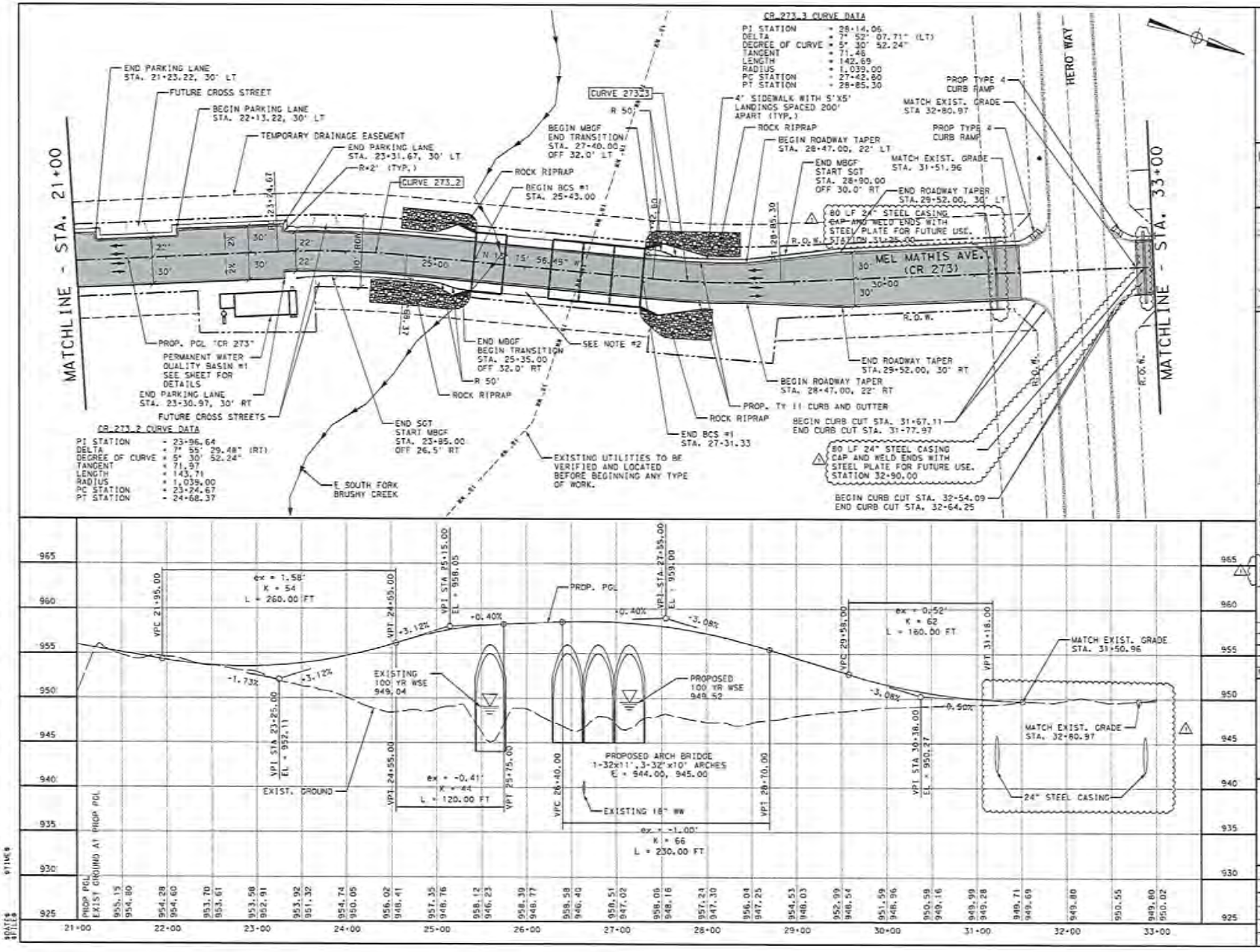
klotz associates
901 SOUTH MOPAC EXPRESSWAY
BUILDING V, SUITE 220
AUSTIN, TX 78746
Phone: (512) 328-5771 Fax: (512) 328-5774
Texas PE Firm Reg. # F-529

DAVID K. JONES JR.
106091
LICENSED
PROFESSIONAL ENGINEER
STATE OF TEXAS

LEANDER T

PLAN AND PROFILE
ROADWAY
MEL MATHIS AVE. (CR 273)

Klotz Project No.	0950.001.000
CSJ #	0914-05-149
Client I.D.	LEANDER T
Drawn By	DWJ/APH
Checked By	
Scale	AS SHOWN
Date	
Sheet	1 OF 6
Sheet No.	43



City of Leander

klotz associates
901 SOUTH MOPAC EXPRESSWAY
BUILDING V, SUITE 220
AUSTIN, TX 78746
Phone: (512) 328-5771 Fax: (512) 328-5774
Texas PE Firm Reg. # F-525

KEY MAP NTS

LEGEND

- EXIST. R.O.W.
- PROP. R.O.W.
- PROPERTY LINE
- TEMPORARY EASEMENT
- PROPOSED PAVEMENT
- REMOVE EXISTING PAVEMENT
- PARKING BID ALTERNATE
- TRAFFIC FLOW ARROW

NOTES:

1. CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL EXISTING UTILITIES BEFORE BEGINNING ANY TYPE OF WORK.
2. PROPOSED 10 FOOT SIDEWALK FOR FULL LENGTH OF BRIDGE CLASS STRUCTURE.
3. CAP AND WELD ENDS WITH STEEL PLATE SUBSIDIARY TO STEEL CASING.

SCALE: 1" = 100' (H)
SCALE: 1" = 10' (V)
50 0 50

REV	DESCRIPTION	BY	DATE
1	24" STEEL CASING		12/4/12

STATE OF TEXAS — DAVID M. JONES JR. — 106091 — LICENSED PROFESSIONAL ENGINEER

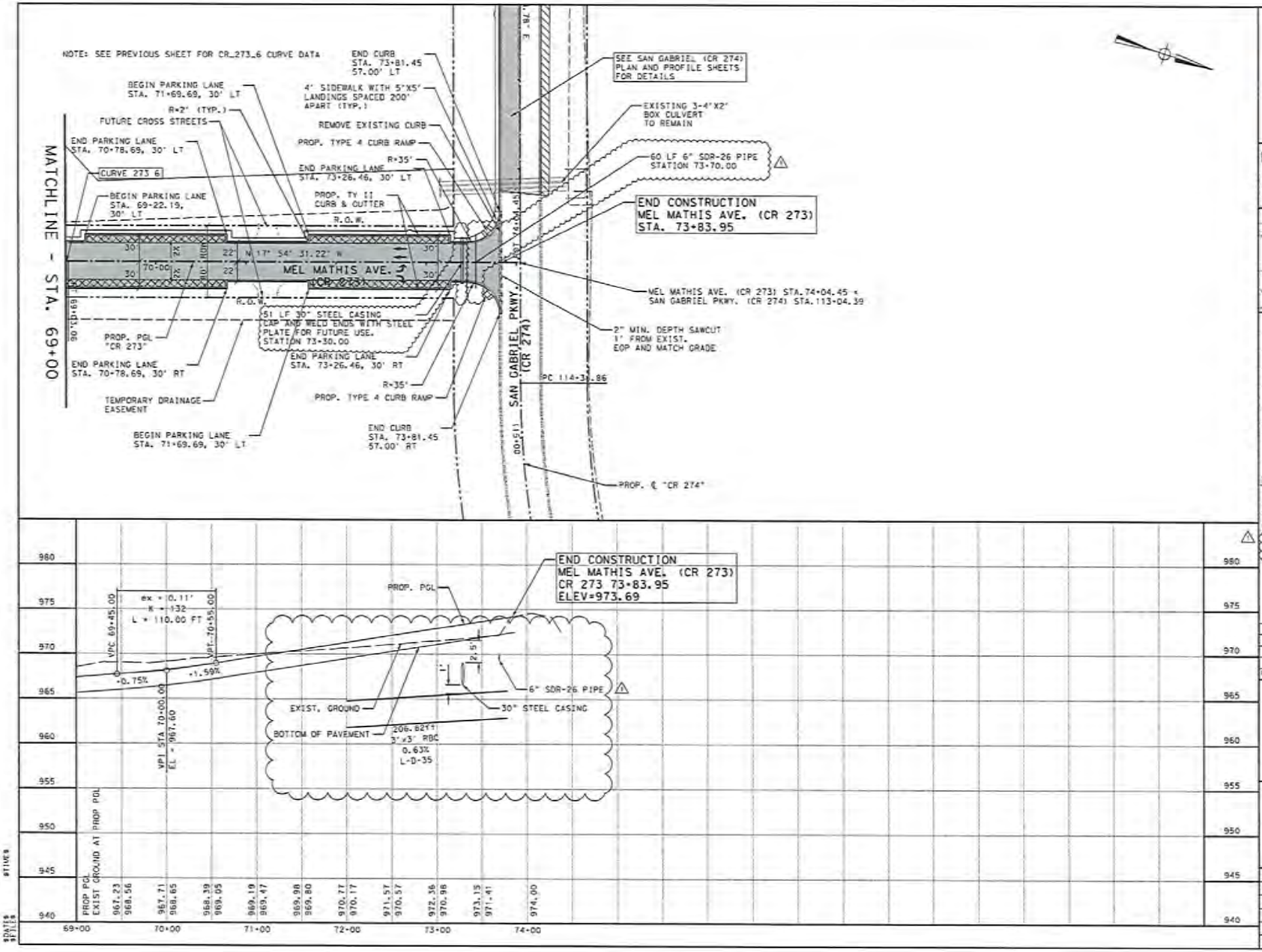
LEANDER T

PLAN AND PROFILE ROADWAY

MEL MATHIS AVE. (CR 273)

Klotz Project No.	0950.001.000
CSJ #	0914-05-149
Client I.D.	LEANDER T
Drawn By	DW/JAPM
Checked By	
Scale	AS SHOWN
Date	
Sheet	2 OF 6
Sheet No.	44

DATES
STATUS



City of Leander

klotz associates
901 SOUTH MOPAC EXPRESSWAY
BUILDING V, SUITE 220
AUSTIN, TX 78746
Phone: (512) 328-5771 Fax: (512) 328-5774
Texas PE Firm Reg. # F-929

KEY MAP NTS

LEGEND

- EXIST. R.O.W.
- PROP. R.O.W.
- PROPERTY LINE
- TEMPORARY EASEMENT
- PROPOSED PAVEMENT
- REMOVE EXISTING PAVEMENT
- PARKING BID ALTERNATE
- TRAFFIC FLOW ARROW

NOTES:

1. CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL EXISTING UTILITIES BEFORE BEGINNING ANY TYPE OF WORK.
2. CAP AND WELD ENDS WITH STEEL PLATE SUBSIDIARY TO STEEL CASING.

SCALE: 1" = 100' (H)
SCALE: 1" = 10' (V)
50 0 50

REV	DESCRIPTION	BY	DATE
1	6"SDR-26 & 30"CASING		12/14/12

STATE OF TEXAS
DAVID W. JONES JR.
105091
LICENSED
PROFESSIONAL ENGINEER

LEANDER T

PLAN AND PROFILE
ROADWAY
MEL MATHIS AVE. (CR 273)

Klotz Project No.	0950.001.000
CSJ #	0914-05-149
Client I.D.	LEANDER T
Drawn by	DRJ/APM
Checked by	
Scale	AS SHOWN
Sheet	5 OF 6
Sheet No.	48

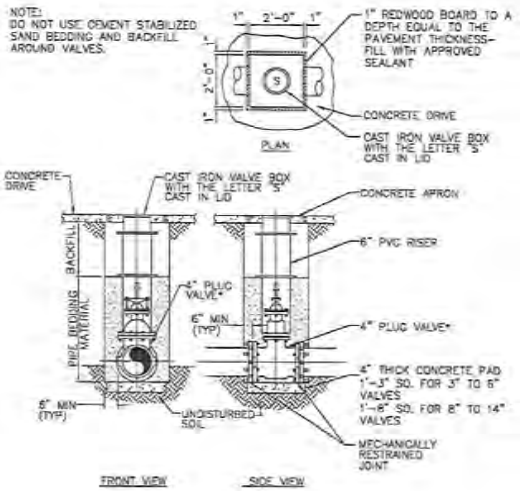
$DATE$
$FILE$
$TIME$

TCEQ- TSS REMOVAL COMPUTATIONS		
CAPTURED AREA	BASIN 1	BASIN 2
BASIN WATERSHED AREA (ac)	2.45	11.39
POST-DEVELOPMENT IMPERVIOUS AREA (ac)	2.45	11.39
POST-DEVELOPMENT IMPERVIOUS FRACTIONS	1.00	1.00
AVERAGE ANNUAL PRECIPITATION (P)= (in)	32	32
REQUIRED TSS REMOVAL (Lm)= (lbs)	2,129	8,948
UNCAPTURED AREA		
BASIN WATERSHED AREA (ac)	0	0
POST-DEVELOPMENT IMPERVIOUS AREA (ac)	0	0
POST-DEVELOPMENT IMPERVIOUS FRACTIONS	0	0
AVERAGE ANNUAL PRECIPITATION (P)= (in)	32	32
REQUIRED TSS REMOVAL (Lm)= (lbs)	0	0
OVERALL REQUIRED TSS REMOVAL (Lm)= (ac)	2,129	8,948
TSS LOAD REMOVED BY BMP (Lr)	2,129	8,948
FRACTION OF ANNUAL RUNOFF TO TREAT (F)	0.87	0.75
CAPACITY REQUIREMENTS		
RAINFALL DEPTH (in)	1.20	0.92
POST DEVELOPMENT RUNOFF COEFFICIENT	0.82	0.82
RUNOFF VOLUME (cf)	8,698	30,907
STORAGE FOR SEDIMENT (cf)	1,740	6,181
REQUIRED SEDIMENTATION CHAMBER CAPACITY (cf)	10,438	37,088
REQUIRED FILTER BASIN AREA (sf)	48	171
REQUIRED NUMBER OF FILTER CANISTERS (ea)	25	86

WATER QUALITY POND DESIGN COMPUTATIONS		
SPECIFICATIONS	BASIN 1	BASIN 2
SAND FILTER ELEVATION	937.90	931.45
WEIR ELEVATION	951.00	945.00
WEIR LENGTH (feet)	7.0	30.0
WEIR HEAD (feet)	1.0	1.0
WALL ELEVATION	952.00	946.00
SEDIMENTATION AREA (BOTTOM)= (sf)	1,500	5,125
SEDIMENTATION AREA @ WEIR ELEV)= (sf)	1,500	5,125
SEDIMENTATION DEPTH (feet)	11.5	10.5
SEDIMENTATION VOLUME (REQUIRED)= (cf)	10,434	37,088
SEDIMENTATION VOLUME (PROVIDED)= (cf)	10,495	37,633
FILTER AREA (REQUIRED)= (sf)	48	171
FILTER AREA (PROVIDED)= (sf)	225	170

WATER QUALITY POND PUMP COMPUTATIONS		
SPECIFICATIONS	BASIN 1	BASIN 2
REQUIRED WQ VOLUME (gallons)	78,508	281,514
HOLDING TIME (hrs)	30	30
REQUIRED DRAWDOWN TIME (min)	42	42
REQUIRED FLOWRATE (gpm)	31.2	111.7
PUMP OUTFALL ELEVATION	937.9	931.5
CREEK OUTFALL ELEVATION	950.0	942.0
HEAD (feet)	15.1	23.5
REQUIRED NUMBER OF PUMPS	2	2
PUMP EFFICIENCY	75%	75%
REQUIRED HORSEPOWER PER PUMP	0.2	0.9
PROVIDED HORSEPOWER PER PUMP	0.5	1.0

NOTE:
DO NOT USE CEMENT STABILIZED SAND BEDDING AND BACKFILL AROUND VALVES.



PLUG VALVE INSTALLATION DETAIL
NTS.
* CLOW MODEL F-5413 OR APPROVED EQUAL

City of Leander

klotz associates
901 SOUTH MOPAC EXPRESSWAY
BUILDING V, SUITE 220
AUSTIN, TX 78746
Phone: (512) 328-5771 Fax: (512) 328-5774
Texas PE Firm Reg. # F-929

REV	DESCRIPTION	BY	DATE
1	PUMP SIZE		12/4/12

STATE OF TEXAS
ZACHARY B. RYAN
106276
LICENSED
PROFESSIONAL ENGINEER

LEANDER T

WATER QUALITY BASIN COMPUTATION TABLES

Klotz Project No. 0950.001.000	
CSJ # 0914-05-149	
Client: City of LEANDER T	
Drawn By: DW/JAMM	Checked By:
Scale:	Sheet: 1 of 1
Date:	Sheet No. 150

STATE OF TEXAS

AGENDA ITEM # 17

Executive Summary

February 7, 2013

Council Agenda Subject: Consider Dedication and Acceptance of Subdivision Infrastructure Improvements for Vista Ridge, Phase Two-A

Background: The subdivision infrastructure improvements required for Vista Ridge, Phase Two-A, Subdivision have been installed, inspected, and found to be satisfactorily completed. All documentation required for acceptance of the subdivision has been received, including record drawings, statement of substantial completion prepared by a Professional Engineer licensed in the State of Texas, copies of all inspection reports and certified test results, electronic files of the improvements and final plat, affidavit of all bills paid, and a two-year term Maintenance Bond. The Maintenance Bond will commence its two year term upon City Council acceptance, as anticipated, on February 7, 2013, which will provide warranty and maintenance coverage for the infrastructure improvements through February 7, 2015. The Engineering Department will perform a formal inspection of the improvements approximately 30 days prior to the expiration of the Maintenance Bond to assure that any defects in materials, workmanship, or maintenance are corrected prior to expiration of the bond.

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

Financial Consideration: N/A

Recommendation: Staff recommends City Council's formal acceptance of the subdivision infrastructure improvements for Vista Ridge, Phase Two-A.

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

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

Bleyl & Associates

Planning • Engineering • Management

1715 Capital of Texas Hwy South
Suite 109
Austin, Texas 78746
Tex. Reg. No. F-678

ENGINEER'S CONCURRENCE LETTER

FOR FINAL INSPECTION AND

ENGINEERING RELEASE

Date: January 3, 2013
Project Name: Vista Ridge Phase Two-A
Address: Cerezo Drive at Vista Ridge Drive

On this day, January 3, 2013, I, the undersigned professional engineer made a visual inspection of the above referenced project. I also have visited the site during construction and observed that the water, wastewater, storm sewer, streets, and drainage structures were constructed in general conformance to the approved plans, with insignificant deviation. I, therefore, verify the adequate completion of the following items:

All streets, curb and gutter, storm sewers, accessible ramps, inlets, water and wastewater systems.

Signature
By: Kenny Watkins

s:\b&a job directory\10400's\10496-vista ridge subdivision phase two\construction\acceptance of project\concurrence.docx

MAINTENANCE BOND
Subdivision Improvements

THE STATE OF TEXAS §

Bond No. 4386272Mnt

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that Joe Bland Construction, LP as Principal, whose address is 13111 Dessau Road, Austin, Texas 78754 and Suretec Insurance Company a Corporation organized under the laws of the State of Texas, and duly authorized to do business in the State of Texas, as Surety, are held and firmly bound unto the City of Leander, Texas as Obligee, in the penal sum of Seventy Eight Thousand Nine Hundred Ninety Six and 59/100's Dollars ($ 78,996.59) to which payment will and truly to be made we do bind ourselves, our and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal has constructed Vista Ridge Phase Two - A Street, Drainage, Water and Wastewater Improvements (*insert description of subdivision improvements*) (the "improvements") pursuant to the ordinances of the Obligee, which ordinances are hereby expressly made a part hereof as though the same were written and embodied herein;

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 18th day of December, 20 12.

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

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

Ballew Insurance Agency, Inc., David S. Ballew

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

(Seal)

POA #: 4221356

SureTec Insurance Company
LIMITED POWER OF ATTORNEY

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

David S. Ballew

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

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

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until: 12/31/2013 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

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

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

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

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 3rd day of September, A.D. 2010.

SURETEC INSURANCE COMPANY

By: _____
John Knox Jr., President

State of Texas ss:
County of Harris

On this 3rd day of September, A.D. 2010 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

JACQUELYN MALDONADO
Notary Public, State of Texas
My Commission Expires
May 18, 2013

_____
Jacquelyn Maldonado, Notary Public
My commission expires May 18, 2013

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

Given under my hand and the seal of said Company at Houston, Texas this 18th day of December, 2012, A.D.

_____
M. Brent Beaty, Assistant Secretary

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

SureTec Insurance Company
THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION

Statutory Complaint Notice

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

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

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

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

Terrorism Risks Exclusion

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

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

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

B & A

Bleyl & Associates

Planning • Engineering • Management

1715 Capital of Texas Hwy South
Suite 109
Austin, Texas 78746
Tex. Reg. No. F-678

January 3, 2013

Mr. Wayne Watts, P.E.
City Engineer
City of Leander
P.O. Box 319
Leander, TX 78646-0319

Re: **Vista Ridge Phase Two-A**
Engineer's Certification of Construction Costs

Dear Mr. Watts:

The purpose of this letter is to certify the final construction costs for the above referenced subdivision, with the stated goal of assisting in project acceptance by the City of Leander.

The final construction costs are hereby certified:

Street and Drainage Improvements (Including offsite improvements)	$510,218.10
Water Improvements	99,599.00
Wastewater Improvements	145,438.50
Erosion/Sedimentation Controls	16,160.29
Street Lights and Traffic Signage	15,250.00
Total Improvements Cost	**$786,665.89**

Please feel free to contact me if you have any questions.

Sincerely,

Kenny Watkins

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

s:\b&a job directory\10400's\10496-vista ridge subdivision phase two\construction\acceptance of project\construction cost certification.docx

2012 Vista Ridge, LLC
7676 Woodway
Suite 103
Houston, Texas 77063

JOE BLAND CONSTRUCTION, L.P.
13111 DESSAU RD.
AUSTIN, TEXAS 78754

Estimate No. 6

VISTA RIDGE PHASE TWO - A
Street, Drainage, Water and Wastewater Improvements

Date: December 20, 2012

Item	Description	Unit	Quantity	Unit Price	Total Contract Amount	Previous Quantity	Previous Amount	Current Quantity	Current Amount	Total Completed To Date	Percent Complete	Balance to Complete
	STREET AND DRAINAGE IMPROVEMENTS											
1	Mobilization	LS	1	$ 6,000.00	$ 6,000.00	1.00	6,000.00		0.00	6,000.00	100%	$ -
2	Bonding and Insurance	LS	1	$ 11,200.00	$ 11,200.00	1.00	11,200.00		0.00	11,200.00	100%	$ -
3	10' Curb Inlet	EA	9	$ 3,350.00	$ 30,150.00	9.00	30,150.00		0.00	30,150.00	100%	$ -
4	4' Diameter Concrete Manhole	EA	1	$ 2,500.00	$ 2,500.00	1.00	2,500.00		0.00	2,500.00	100%	$ -
5	6' Diameter Concrete Manhole	EA	1	$ 5,350.00	$ 5,350.00	1.00	5,350.00		0.00	5,350.00	100%	$ -
6	Sloping Headwall w/apron	EA	1	$ 1,250.00	$ 1,250.00	1.00	1,250.00		0.00	1,250.00	100%	$ -
7	Wingwall @ existing hdwl in channel	EA	1	$ 4,150.00	$ 4,150.00	1.00	4,150.00		0.00	4,150.00	100%	$ -
8	6" Concrete Curb and Gutter	LF	2821	$ 9.00	$ 25,389.00	2,821.00	25,389.00		0.00	25,389.00	100%	$ -
9	Street Excavation, ROW	SY	8298.333	$ 4.50	$ 37,342.50	8,298.33	37,342.50		0.00	37,342.50	100%	$ -
10	Subgrade Preparation	SY	5637	$ 1.35	$ 7,609.95	5,637.00	7,609.95		0.00	7,609.95	100%	$ -
11	8" Crushed Limestone Base	SY	4535	$ 7.00	$ 31,745.00	4,535.00	31,745.00		0.00	31,745.00	100%	$ -
12	10" Crushed Limestone Base	SY	1102	$ 8.75	$ 9,642.50	1,102.00	9,642.50		0.00	9,642.50	100%	$ -
13	1-1/2" Type D HMAC	SY	4797	$ 8.45	$ 40,534.65	4,797.00	40,534.65		0.00	40,534.65	100%	$ -
14	2" Type D HMAC	SY	923	$ 11.00	$ 10,153.00	923.00	10,153.00		0.00	10,153.00	100%	$ -
15	ADA Accessible Ramp	EA	8	$ 850.00	$ 6,800.00	8.00	6,800.00		0.00	6,800.00	100%	$ -
16	Street End Barricade	EA	3	$ 875.00	$ 2,625.00	3.00	2,625.00		0.00	2,625.00	100%	$ -
17	18" Class III RCP	LF	557	$ 43.50	$ 24,229.50	557.00	24,229.50		0.00	24,229.50	100%	$ -
18	24" Class III RCP	LF	101	$ 51.00	$ 5,151.00	101.00	5,151.00		0.00	5,151.00	100%	$ -
19	30" Class III RCP	LF	352	$ 65.00	$ 22,880.00	352.00	22,880.00		0.00	22,880.00	100%	$ -
20	42" Class III RCP	LF	145	$ 118.00	$ 17,110.00	145.00	17,110.00		0.00	17,110.00	100%	$ -
21	Trench Safety System	LF	1168	$ 1.25	$ 1,460.00	1,168.00	1,460.00		0.00	1,460.00	100%	$ -
	TOTAL STREET AND DRAINAGE IMPROVEMENTS				$ 303,272.10		$ 303,272.10		$ -	$ 303,272.10	100%	$ -
	OFFSITE DRAINAGE IMPROVEMENTS											
1	18" Class III RCP	LF	84	$ 43.50	$ 3,654.00	84	3,654.00		0.00	3,654.00	100%	$ -
2	30" Class III RCP	LF	145	$ 65.00	$ 9,425.00	145	9,425.00		0.00	9,425.00	100%	$ -
3	42" Class III RCP	LF	135	$ 118.00	$ 15,930.00	135	15,930.00		0.00	15,930.00	100%	$ -
4	48" Class III RCP	LF	979	$ 163.00	$ 159,577.00	979	159,577.00		0.00	159,577.00	100%	$ -
5	Trench Safety System	LF	1488	$ 1.25	$ 1,860.00	1488	1,860.00		0.00	1,860.00	100%	$ -
6	6' Diameter Concrete Manhole	EA	3	$ 5,350.00	$ 16,050.00	3	16,050.00		0.00	16,050.00	100%	$ -
	TOTAL OFFSITE DRAINAGE IMPROVEMENTS				$ 206,496.00		$ 206,496.00		$ -	$ 206,496.00	100%	$ -
	EROSION AND SEDIMENTATION CONTROLS											
1	Stabilized Construction Entrance	EA	2	$ 1,100.00	$ 2,200.00	2.00	2,200.00		0.00	2,200.00	100%	$ -
2	Silt Fence	LF	1519	$ 2.17	$ 3,296.23	1,519.00	3,296.23		0.00	3,296.23	100%	$ -
3	Rock Berm	LF	1	$ 19.00	$ 19.00		0.00	1.00	19.00	19.00	100%	$ -
4	Revegetation	SY	9397.23	$ 1.06	$ 9,961.06	9,397.23	9,961.06		0.00	9,961.06	100%	$ -
5	Inlet Protection	EA	9	$ 76.00	$ 684.00	9.00	684.00		0.00	684.00	100%	$ -
	TOTAL EROSION AND SEDIMENTATION CONTROLS				$ 16,160.29		$ 16,141.29		$ 19.00	$ 16,160.29	100%	$ -
	WASTEWATER IMPROVEMENTS											
1	8" Wastewater Line, PVC SDR 26, (0-8')	LF	1147	$ 35.00	$ 40,145.00	1,147.00	40,145.00		0.00	40,145.00	100%	$ -
2	8" Wastewater Line, PVC SDR 26, (8-10')	LF	719	$ 39.00	$ 28,041.00	719.00	28,041.00		0.00	28,041.00	100%	$ -
3	4' Diameter Concrete Manhole	EA	8	$ 3,850.00	$ 30,800.00	8.00	30,800.00		0.00	30,800.00	100%	$ -
4	Single service, Short	EA	3	$ 1,000.00	$ 3,000.00	3.00	3,000.00		0.00	3,000.00	100%	$ -
5	Single service, Long	EA	1	$ 1,350.00	$ 1,350.00	1.00	1,350.00		0.00	1,350.00	100%	$ -
6	Double Service, Short	EA	14	$ 1,175.00	$ 16,450.00	14.00	16,450.00		0.00	16,450.00	100%	$ -
7	Double Service, Long	EA	13	$ 1,500.00	$ 19,500.00	13.00	19,500.00		0.00	19,500.00	100%	$ -
8	8" Plug	EA	2	$ 250.00	$ 500.00	2.00	500.00		0.00	500.00	100%	$ -
9	Trench Safety System	LF	1866	$ 1.25	$ 2,332.50	1,866.00	2,332.50		0.00	2,332.50	100%	$ -
	TOTAL WASTEWATER IMPROVEMENTS				$ 142,118.50		$ 142,118.50		$ -	$ 142,118.50	100%	$ -

Item	Description	Unit	Quantity	Unit Price	Total Contract Amount	Previous Quantity	Previous Amount	Current Quantity	Current Amount	Total Completed To Date	Percent Complete	Balance to Complete
	WATER IMPROVEMENTS											
1	8" Waterline, PVC C-900	LF	1,407	$ 31.50	$ 44,320.50	1,407.00	44,320.50		0.00	44,320.50	100%	$ -
2	Fire Hydrant Assembly	EA	3	$ 3,200.00	$ 9,600.00	3.00	9,600.00		0.00	9,600.00	100%	$ -
3	8" Gate Valve & Box	EA	5	$ 1,600.00	$ 8,000.00	5.00	8,000.00		0.00	8,000.00	100%	$ -
4	8" Plug	EA	3	$ 550.00	$ 1,650.00	3.00	1,650.00		0.00	1,650.00	100%	$ -
5	Single Service, Long	EA	3	$ 800.00	$ 2,400.00	3.00	2,400.00		0.00	2,400.00	100%	$ -
6	Double Service, Short	EA	11	$ 875.00	$ 9,625.00	11.00	9,625.00		0.00	9,625.00	100%	$ -
7	Double Service, Long	EA	12	$ 1,300.00	$ 15,600.00	12.00	15,600.00		0.00	15,600.00	100%	$ -
8	Trench Safety System	LF	1,407	$ 0.50	$ 703.50	1,407.00	703.50		0.00	703.50	100%	$ -
	TOTAL WATER IMPROVEMENTS				$ 91,899.00		$ 91,899.00		$ -	$ 91,899.00	100%	$ -
	STREET LIGHT & TRAFFIC SIGNAGE											
1	Street Lights	EA	5	$ 2,500.00	$ 12,500.00		0.00	5.00	12,500.00	12,500.00	100%	$ -
2	Street Name Signs	EA	3	$ 265.00	$ 795.00	2.00	530.00	1.00	265.00	795.00	100%	$ -
3	Stop Signs w/Thermoplastic Stop Bar	EA	3	$ 475.00	$ 1,425.00	2.00	950.00	1.00	475.00	1,425.00	100%	$ -
4	Speed Limit Signs	EA	2	$ 265.00	$ 530.00	2.00	530.00		0.00	530.00	100%	$ -
	TOTAL STREET LIGHT & TRAFFIC SIGNAGE				$ 15,250.00		$ 2,010.00		$ 13,240.00	$ 15,250.00	100%	$ -
	CHANGE ORDER # 1											
	Increase Sewer Service pipe to 6", per current City of Leander Specifications											
1	ADD - Single Service Short	EA	3	$ 110.00	$ 330.00	3	330.00		0.00	330.00	100%	$ -
2	ADD - Single Service Long	EA	1	$ 160.00	$ 160.00	1	160.00		0.00	160.00	100%	$ -
3	ADD - Double Service Short	EA	14	$ 100.00	$ 1,400.00	14	1,400.00		0.00	1,400.00	100%	$ -
4	ADD - Double Service Long	EA	13	$ 110.00	$ 1,430.00	13	1,430.00		0.00	1,430.00	100%	$ -
	TOTAL CHANGE ORDER # 1				$ 3,320.00		$ 3,320.00		$ -	$ 3,320.00	100%	$ -
	CHANGE ORDER # 2											
	Additional Work Required due to existing conditions											
1	Fire Hydrant Assembly	EA	2	$ 3,200.00	$ 6,400.00	2	6,400.00		0.00	6,400.00	100%	$ -
2	8" X 6" Tapping Sleeve and Valve, Incl. tap	EA	2	$ 650.00	$ 1,300.00	2	1,300.00		0.00	1,300.00	100%	$ -
3	Irrigation Sleeves (2-3" PVC)	LF	120	$ 15.00	$ 1,800.00	120	1,800.00		0.00	1,800.00	100%	$ -
	TOTAL CHANGE ORDER # 2				$ 9,500.00		$ 9,500.00		$ -	$ 9,500.00	100%	$ -
	CHANGE ORDER # 3											
	Additional Work Required As Requested											
1	Install Revised ADA Curb Ramp	EA	1	$ 450.00	$ 450.00		0.00	1	450.00	450.00	100%	$ -
2	Add Mail Box Foundation at Amenity Center	EA	1	$ 1,500.00	$ 1,500.00		0.00	1	1,500.00	1,500.00	100%	$ -
	TOTAL CHANGE ORDER # 3				$ 1,950.00		$ -		$ 1,950.00	$ 1,950.00	100%	$ -

Item	Description	Unit	Quantity	Unit Price	Total Contract Amount	Previous Quantity	Previous Amount	Current Quantity	Current Amount	Total Completed To Date	Percent Complete	Balance to Complete
	TOTAL CONTRACT AMOUNT				$ 789,965.89		$ 774,756.89		$ 15,209.00	$ 789,965.89	100%	$ -

Respectfully submitted,
JOE BLAND CONSTRUCTION, L.P.

Gary B. Pugh, Project Manager — 1-3-2013 Date

RECOMMENDED FOR APPROVAL: BLEYL & ASSOCIATES

By: Kenny Watkins, PE — Date

ACCEPTED: 2012 Vista Ridge, LLC

By: — Date

Total Previous and Current Amounts	$ 789,965.89
Less Retainage (10%)	$ -
Total Due to Date	$ 789,965.89
Less Previous Estimates	$ 697,281.20
Total Due this Estimate	$ 92,684.69

STATE OF TEXAS $
$
COUNTY OF TRAVIS $

ALL BILLS PAID AFFIDAVIT

The undersigned hereby certifies to **City of Leander** that payment has been made in full or all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor and services performed by **Joe Bland Construction, L.P.** and any subcontractors and suppliers under the Agreement ("Agreement") dated July 11, 2012 between the **2012 Vista Ridge, LLC** ("Owner") pertaining to the construction of **Vista Ridge Phase Two- A, Street, Drainage, Water, Wastewater, and Dry Utility Improvements** ("Project") for which the Owner or the Owner's property might in any way be held responsible or encumbered.

By: _____
Joe Bland, President
Bland, Inc., its General Partner

SUBSCRIBED and SWORN to before me on this the 30th day of January, 2013.

Marcia L. Perez-Townes

MARCIA LYNN PEREZ-TOWNES
Notary Public, State of Texas
My Commission Expires
June 25, 2016

Commission Expires: 6-25-16

Notary Public in and for the State of Texas

NOTICE:

THIS DOCUMENT WAIVES RIGHTS UNCONDITIOALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. IT IS PROHIBITED FOR A PERSON TO REQUIRE YOU TO SIGN THIS DOCUMENT IF YOU HAVE NOT BEEN PAID THE PAYMENT AMOUNT SET FORTH BELOW. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project Vista Ridge Phase Two- A

Job No. 617

The signer of this document has been paid and has received a progress payment in the sum of $ 92,684.69 for all labor, services, equipment, or materials furnished to the property or to Joe Bland Construction, L.P., on the property of **2012 Vista Ridge, LLC** located at **Vista Ridge Phase Two-A** to the following extent: Street, Drainage, Water, Wastewater, and Dry Utility Improvements. The signer therefore waives and releases any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statue, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the above referenced project to the following extent:

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to Joe Bland Construction, L.P. as indicated in the attached statement or progress payment request, except for unpaid retention, pending modifications and changes, or other items furnished.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and supplies for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement or progress payment request.

Date: January 30, 2013

Joe Bland Construction, L.P. (Company Name)

By: _____ (Signature)

Joe Bland, President, Bland, Inc., its General Partner (Title)

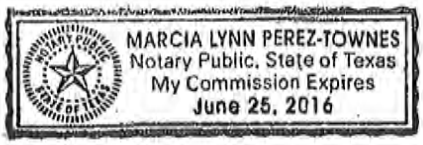
MARCIA LYNN PEREZ-TOWNES
Notary Public, State of Texas
My Commission Expires
June 25, 2016

STATE OF Texas

COUNTY OF Travis

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Joe Bland, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of said Joe Bland Construction, L.P., a Limited Partnership, or its successors, and the he/she executed the same as the act of which such corporation for the purposes and consideration therein expressed, and in the capacity stated.

Given under my hand and seal of office, this the 30th day of month, year.



Marcia L Perez-Townes

Notary Public, Sate of TX

My Commission expires: 6-25-16

AGENDA ITEM # 18

Executive Summary

February 7, 2013

Council Agenda Subject: Consider Dedication and Acceptance of Subdivision Infrastructure Improvements for The Bluff at Crystal Falls, Section 2, Phase 2D

Background: The subdivision infrastructure improvements required for The Bluff at Crystal Falls, Section 2, Phase 2D, Subdivision have been installed, inspected, and found to be satisfactorily completed. All documentation required for acceptance of the subdivision has been received, including record drawings, statement of substantial completion prepared by a Professional Engineer licensed in the State of Texas, copies of all inspection reports and certified test results, electronic files of the improvements and final plat, affidavit of all bills paid, and a two-year term Maintenance Bond. The Maintenance Bond will commence its two year term upon City Council acceptance, as anticipated, on February 7, 2013, which will provide warranty and maintenance coverage for the infrastructure improvements through February 7, 2015. The Engineering Department will perform a formal inspection of the improvements approximately 30 days prior to the expiration of the Maintenance Bond to assure that any defects in materials, workmanship, or maintenance are corrected prior to expiration of the bond.

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

Financial Consideration: N/A

Recommendation: Staff recommends City Council's formal acceptance of the subdivision infrastructure improvements for The Bluff at Crystal Falls, Section 2, Phase 2D.

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

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

JAY ENGINEERING COMPANY, INC.
P.O. Box 1220 (512) 259-3882
Leander, TX 78646 Fax 259-8016
Texas Registered Engineering Firm F-4780

VIA HAND DELIVERY

December 10, 2012

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

Re: The Bluffs at Crystal Falls Section 2, Phase 2D
Acceptance of Improvements

Dear Ms. Pizalate:

This letter is provided for compliance with the City of Leander procedures for accepting improvements for the above-referenced subdivision. Please see the enclosed breakdown outlining the total cost of construction for city-accepted improvements at $474,995.25. We have also enclosed the following items per Ordinance requirements.

1. Engineer's Certification
2. Three (3) copies of the Maintenance Bond in the amount of $47,499.53 (10% of $474,995.25)
3. Three (3) hard copies of the "As-Built" plans
4. Affidavit of "All Bills Paid"
5. Inspection Fee Adjustment - $2,234.60 (see enclosed final pay request and fee summary).
6. Digital Copy of the "As-Built" plans.

Sincerely,

Samuel D. Kiger, P.E.
SDK/s

PN 193-018-20

JAY ENGINEERING COMPANY, INC.
P.O. Box 1220
Leander, TX 78646
(512) 259-3882
Fax 259-8016
Texas Registered Engineering Firm F-4780

December 10, 2012

Wayne S. Watts, P.E., City Engineer
City of Leander
P.O. Box 319
Leander, Texas 7864

Re: Bluffs at Crystal Falls Section 2, Phase 2D
Street, Drainage, Water and Wastewater Improvements
Certificate of Completion

Dear Mr. Watts:

I, the licensed professional engineer of record, have made a final visual observation of the referenced project. I have also visited the site during construction, and observed the installation of street, drainage, water and wastewater improvements. Based on these observations and inspection/testing results, I hereby certify that these improvements were completed in general conformance with the approved plans and specifications with the following exception:

1. Street signage has not been installed.

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

Sincerely,

Samuel D. Kiger, P.E.
SDK/s

STATE OF TEXAS
SAMUEL D. KIGER
89353
LICENSED
PROFESSIONAL ENGINEER
12-10-12

PN 193-018-20

Project: The Bluffs at Crystal Falls Sec. 2 Ph. D
Contractor: Ross Construction, Inc.
Owner: Taylor Morrison at Crystal Falls, LLC

	Payment Item	Original Contract Quantity	Change Order #1 Quantity	Change Order #2 Quantity	Change Order #3 Quantity	Change Order #4 Quantity	Revised Total Quantity	Unit	Unit Price	Original Contract Price	Revised Contract Price
	The Bluffs Sec 2D										
	Water Improvements (320100-10)										
W - 1	WATER AIR RELEASE ASSEMBLY	1					1.00	EA	$ 2,500.00	$2,500.00	$2,500.00
CO 1	8" PVC C900 DR 14 WATER LINE	1,525					1525.00	LF	$ 24.75	$37,743.75	$37,743.75
W - 2	8" GATE VALVE AND BOX	5					5.00	EA	$ 1,200.00	$6,000.00	$6,000.00
W - 3	CONNECTION TO EXISTING WATER LINE	2					2.00	EA	$ 500.00	$1,000.00	$1,000.00
W - 4	5-1/4" HYDRANT ASSEMBLY	3					3.00	EA	$ 3,200.00	$9,600.00	$9,600.00
W - 5	DOUBLE WATER SERVICE	18					18.00	EA	$ 750.00	$13,500.00	$13,500.00
W - 6	SINGLE WATER SERVICE	2					2.00	EA	$ 700.00	$1,400.00	$1,400.00
	Subtotal Water Improvements									**$71,743.75**	**$71,743.75**
	Wastewater Impr. (320120-10)										
WW - 1	8" PVC WW - SDR 26	1,380					1380.00	LF	$ 35.50	$48,990.00	$48,990.00
WW - 2	4" FORCE MAIN - SDR-21	160					160.00	LF	$ 13.00	$2,080.00	$2,080.00
WW - 3	4" FM ISOLATION VALVE	1					1.00	EA	$ 700.00	$700.00	$700.00
WW - 4	TRENCH SAFETY	1,540					1540.00	LF	$ 2.00	$3,080.00	$3,080.00
WW - 5	WW MANHOLES	7					7.00	EA	$ 4,280.00	$29,960.00	$29,960.00
WW - 6	COAT WW MANHOLES	7					7.00	EA	$ 960.00	$6,720.00	$6,720.00
WW - 7	DOUBLE WW SERVICE	18					18.00	EA	$ 750.00	$13,500.00	$13,500.00
WW - 8	SINGLE WW SERVICE	2					2.00	EA	$ 700.00	$1,400.00	$1,400.00
	Subtotal Wastewater Impr.									**$106,430.00**	**$106,430.00**

Project: The Bluffs at Crystal Falls Sec. 2 Ph. D
Contractor: Ross Construction, Inc.
Owner: Taylor Morrison at Crystal Falls, LLC

	Payment Item	Original Contract Quantity	Change Order #1 Quantity	Change Order #2 Quantity	Change Order #3 Quantity	Change Order #4 Quantity	Revised Total Quantity	Unit	Unit Price	Original Contract Price	Revised Contract Price
	Drainage Impr. (320140-10)										
D - 1	10' CURB INLETS	5					5.00	EA	$ 2,600.00	$13,000.00	$13,000.00
D - 2	5' SS MANHOLE	3					3.00	EA	$ 3,500.00	$10,500.00	$10,500.00
D - 3	5' SS MANHOLE W/JUNCTION BOX	1					1.00	EA	$ 4,300.00	$4,300.00	$4,300.00
D - 3	18" RCP	184					184.00	LF	$ 37.00	$6,808.00	$6,808.00
D - 4	42" RCP	973					973.00	LF	$ 115.00	$111,895.00	$111,895.00
D - 5	42" SS OUTFALL/STILLING BASIN	1					1.00	EA	$ 4,500.00	$4,500.00	$4,500.00
D - 6	4' x 4' AREA INLET	0					0.00	EA	$ 3,000.00	$0.00	$0.00
	Subtotal Drainage Impr.									**$151,003.00**	**$151,003.00**
	Street Improvements (310100-10)										
S - 1	SUBGRADE PREPARATION	6,240					6240.00	SY	$ 1.95	$12,168.00	$12,168.00
S - 2	8" FLEX. BASE	6,240					6240.00	SY	$ 7.60	$47,424.00	$47,424.00
S - 3	1-1/2" HMAC	5,185					5185.00	SY	$ 8.90	$46,146.50	$46,146.50
S - 4	CURB AND GUTTER	3,145					3145.00	LF	$ 9.00	$28,305.00	$28,305.00
CO 1	4' SIDEWALK	685					685.00	LF	$ 15.00	$10,275.00	$10,275.00
S - 5	ADA RAMPS	2					2.00	EA	$ 750.00	$1,500.00	$1,500.00
	Subtotal Street Improvements									**$145,818.50**	**$145,818.50**
	TOTAL									**$474,995.25**	**$474,995.25**
	Total Contract									**$474,995.25**	**$474,995.25**
									MAINTENANCE BOND AMOUNT (10%) =		**$47,499.53**

STATE OF TEXAS
SAMUEL D. KIGER
89353
LICENSED PROFESSIONAL ENGINEER

11-20-12

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

Owner: Taylor Morrison at Crystal Falls, LLC
11200 Lakeline Blvd., Suite 150A
Austin, Texas 78717

Project: The Bluffs at Crystal Falls Sec. 2 Ph. D
Utilities, Streets & Major Infrastructure

Application No: Six and Final

Period Thru: 11/30/2012

Contract Date: 06/20/2012

Contractor: Ross Construction, Inc.
P.O. Box 93188
Austin, Texas 78709-3188

CONTRACTOR'S APPLICATION FOR PAYMENT

Change Order Summary			
Approved change orders:			
Number	Date Approved	Additions	Deductions
1	08/30/12	$75,500.50	
2			
3			
4			
	Totals	$75,500.50	$0.00
Net Total Change by Change Orders		$75,500.50	

Application is made for Payment, as shown below in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.
The present status of the account for this Contract is as follows:

1. ORIGINAL CONTRACT SUM	$662,621.06
2. NET TOTAL CHANGE BY CHANGE ORDERS	$75,500.50
3. CONTRACT SUM TO DATE (Line 1+2)	$738,121.56
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$737,771.56
5. RETAINAGE: 0% (including 10% on stored materials)	$0.00
6. TOTAL EARNED LESS RETENTION (Line 4 less Line 5 Total)	$737,771.56
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	$662,643.90
8. CURRENT PAYMENT DUE	**$75,127.66**

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

CONTRACTOR: Ross Construction, Inc.

By: Randall Delgado Date: 11.30.12

Acknowledgment:

State of Texas
County of Travis

Subscribed and sworn to before me on the 30 day of [illegible] 20[illegible]

Notary Public:

GLORIA JEAN RENNAKER NOTARY PUBLIC STATE OF TEXAS EXPIRES 06-19-2013

ENGINEER'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED

(Attached explanation if amount certified differs from the amount applied for.)

ENGINEER: Jay Engineering Company, Inc.

By: Date:

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

Project: The Bluffs at Crystal Falls Sec. 2 Ph. D
Contractor: Roes Construction, Inc.
Owner: Taylor Morrison at Crystal Falls, LLC

Pay Request No.: 5b and Final
Pay Request Thru: 11/30/2012

Original Contract Amount: $662,621.06
Total Change Orders: $75,500.50
Current Contract Amount: $738,121.56

	Payment Item	Original Contract Quantity	Change Order #1 Quantity	Change Order #2 Quantity	Change Order #3 Quantity	Change Order #4 Quantity	Revised Total Quantity	Unit	Unit Price	Original Contract Price	Revised Contract Price	Units Completed Previous	Amount Completed Previous	Units Completed This Period	Amount Completed This Period	Materials Stored	Amount Completed/ Stored To Date	% Complete To Date	Balance To Complete
	The Bluffs Sec 2D																		
	Erosion Controls / Restoration / Signs (021570-10)																		
EC - 1	SILT FENCE	1,175					1175.00	LF	$ 1.75	$2,056.25	$2,056.25	1,175.00	$2,056.25	-	$0.00	$0.00	$2,056.25	100%	$0.00
EC - 2	TEMPORARY DIVERSION BERMS	4					4.00	EA	$ 600.00	$2,400.00	$2,400.00	4.00	$2,400.00	-	$0.00	$0.00	$2,400.00	100%	$0.00
EC - 3	ROCK BERMS	2					2.00	EA	$ 690.00	$1,380.00	$1,380.00	2.00	$1,380.00	-	$0.00	$0.00	$1,380.00	100%	$0.00
EC - 4	STABILIZED CONSTRUCTION ENT.	2					2.00	EA	$ 900.00	$1,800.00	$1,800.00	2.00	$1,800.00	-	$0.00	$0.00	$1,800.00	100%	$0.00
EC - 5	BACKFILL AND TOPSOIL FOR REVEGETATION	3,494					3494.44	SY	$ 1.25	$4,368.06	$4,368.06	3,494.00	$4,367.50	0.44	$0.55	$0.00	$4,368.06	100%	$0.00
EC - 4	INSTALL OWNER SUPPLIED STREET/STOP SIGN	1		(1.0)			0.00	EA	$ 350.00	$350.00	$0.00	-	$0.00	-	$0.00	$0.00	$0.00	0%	$0.00
EC - 4	SUPPLY AND INSTALL STREET BARRICADE	1					1.00	EA	$ 1,500.00	$1,500.00	$1,500.00	-	$0.00	1.00	$1,500.00	$0.00	$1,500.00	100%	$0.00
												-							
	Subtotal Erosion Controls									**$13,854.31**	**$13,504.31**		**$12,003.75**		**$1,500.55**	**$0.00**	**$13,504.31**	**100%**	**$0.00**
	Clearing & Rough Cut (021530-10)																		
CE - 1	CLEAR AND GRUB ROW	1.7					1.70	AC	$ 3,500.00	$ 5,950.00	$5,950.00	1.70	$5,950.00	-	$0.00	$0.00	$5,950.00	100%	$0.00
CE - 2	EXCAVATION	6,032					6032.00	CY	$ 7.00	$42,224.00	$42,224.00	6,032.00	$42,224.00	-	$0.00	$0.00	$42,224.00	100%	$0.00
CE - 3	EMBANKMENT	515					515.00	CY	$ 3.50	$ 1,802.50	$1,802.50	515.00	$1,802.50	-	$0.00	$0.00	$1,802.50	100%	$0.00
	Subtotal Clearing & Rough Cut									**$49,976.50**	**$49,976.50**		**$49,976.50**		**$0.00**	**$0.00**	**$49,976.50**	**100%**	**$0.00**
	Water Improvements (320100-10)																		
W - 1	WATER AIR RELEASE ASSEMBLY	1					1.00	EA	$ 2,500.00	$2,500.00	$2,500.00	1.00	$2,500.00	-	$0.00	$0.00	$2,500.00	100%	$0.00
CO 1	8" PVC C900 DR 14 WATER LINE	1,525					1525.00	LF	$ 24.75	$37,743.75	$37,743.75	1,525.00	$37,743.75	-	$0.00	$0.00	$37,743.75	100%	$0.00
W - 2	8" GATE VALVE AND BOX	5					5.00	EA	$ 1,200.00	$6,000.00	$6,000.00	5.00	$6,000.00	-	$0.00	$0.00	$6,000.00	100%	$0.00
W - 3	CONNECTION TO EXISTING WATER LINE	2					2.00	EA	$ 500.00	$1,000.00	$1,000.00	2.00	$1,000.00	-	$0.00	$0.00	$1,000.00	100%	$0.00
W - 4	5-1/4" HYDRANT ASSEMBLY	3					3.00	EA	$ 3,200.00	$9,600.00	$9,600.00	3.00	$9,600.00	-	$0.00	$0.00	$9,600.00	100%	$0.00
W - 5	DOUBLE WATER SERVICE	18					18.00	EA	$ 750.00	$13,500.00	$13,500.00	18.00	$13,500.00	-	$0.00	$0.00	$13,500.00	100%	$0.00
W - 5	SINGLE WATER SERVICE	2					2.00	EA	$ 700.00	$1,400.00	$1,400.00	2.00	$1,400.00	-	$0.00	$0.00	$1,400.00	100%	$0.00
	Subtotal Water Improvements									**$71,743.75**	**$71,743.75**		**$71,743.75**		**$0.00**	**$0.00**	**$71,743.75**	**100%**	**$0.00**
	Wastewater Impr. (320120-10)																		
WW - 1	8" PVC WW - SDR 26	1,380					1380.00	LF	$ 35.50	$48,990.00	$48,990.00	1,380.00	$48,990.00	-	$0.00	$0.00	$48,990.00	100%	$0.00
WW - 2	4" FORCE MAIN - SDR-21	160					160.00	LF	$ 13.00	$2,080.00	$2,080.00	160.00	$2,080.00	-	$0.00	$0.00	$2,080.00	100%	$0.00
WW - 3	4" FM ISOLATION VALVE	1					1.00	EA	$ 700.00	$700.00	$700.00	1.00	$700.00	-	$0.00	$0.00	$700.00	100%	$0.00
WW - 4	TRENCH SAFETY	1,540					1540.00	LF	$ 2.00	$3,080.00	$3,080.00	1,540.00	$3,080.00	-	$0.00	$0.00	$3,080.00	100%	$0.00
WW - 5	WW MANHOLES	7					7.00	EA	$ 4,280.00	$29,960.00	$29,960.00	7.00	$29,960.00	-	$0.00	$0.00	$29,960.00	100%	$0.00
WW - 6	COAT WW MANHOLES	7					7.00	EA	$ 960.00	$6,720.00	$6,720.00	7.00	$6,720.00	-	$0.00	$0.00	$6,720.00	100%	$0.00
WW - 7	DOUBLE WW SERVICE	18					18.00	EA	$ 750.00	$13,500.00	$13,500.00	18.00	$13,500.00	-	$0.00	$0.00	$13,500.00	100%	$0.00
WW - 8	SINGLE WW SERVICE	2					2.00	EA	$ 700.00	$1,400.00	$1,400.00	2.00	$1,400.00	-	$0.00	$0.00	$1,400.00	100%	$0.00
	Subtotal Wastewater Impr.									**$106,430.00**	**$106,430.00**		**$106,430.00**		**$0.00**	**$0.00**	**$106,430.00**	**100%**	**$0.00**
	Drainage Impr. (320140-10)																		
D - 1	10' CURB INLETS	5					5.00	EA	$ 2,600.00	$13,000.00	$13,000.00	5.00	$13,000.00	-	$0.00	$0.00	$13,000.00	100%	$0.00
D - 2	5' SS MANHOLE	3					3.00	EA	$ 3,500.00	$10,500.00	$10,500.00	3.00	$10,500.00	-	$0.00	$0.00	$10,500.00	100%	$0.00
D - 3	5' SS MANHOLE W/JUNCTION BOX	1					1.00	EA	$ 4,300.00	$4,300.00	$4,300.00	1.00	$4,300.00	-	$0.00	$0.00	$4,300.00	100%	$0.00
D - 3	18" RCP	184					184.00	LF	$ 37.00	$6,808.00	$6,808.00	184.00	$6,808.00	-	$0.00	$0.00	$6,808.00	100%	$0.00
D - 4	42" RCP	973					973.00	LF	$ 115.00	$111,895.00	$111,895.00	973.00	$111,895.00	-	$0.00	$0.00	$111,895.00	100%	$0.00
D - 5	42" SS OUTFALL/STILLING BASIN	1					1.00	EA	$ 4,500.00	$4,500.00	$4,500.00	1.00	$4,500.00	-	$0.00	$0.00	$4,500.00	100%	$0.00
D - 6	4' x 4' AREA INLET	0					0.00	EA	$ 3,000.00	$0.00	$0.00	-	$0.00	-	$0.00	$0.00	$0.00	0%	$0.00
	Subtotal Drainage Impr.									**$151,003.00**	**$151,003.00**		**$151,003.00**		**$0.00**	**$0.00**	**$151,003.00**	**100%**	**$0.00**
	Street Improvements (310100-10)																		
S - 1	SUBGRADE PREPARATION	6,240					6240.00	SY	$ 1.95	$12,168.00	$12,168.00	6,240.00	$12,168.00	-	$0.00	$0.00	$12,168.00	100%	$0.00
S - 2	8" FLEX. BASE	6,240					6240.00	SY	$ 7.60	$47,424.00	$47,424.00	6,240.00	$47,424.00	-	$0.00	$0.00	$47,424.00	100%	$0.00
S - 3	1-1/2" HMAC	5,185					5185.00	SY	$ 8.90	$46,146.50	$46,146.50	5,185.00	$46,146.50	-	$0.00	$0.00	$46,146.50	100%	$0.00
S - 4	CURB AND GUTTER	3,145					3145.00	LF	$ 9.00	$28,305.00	$28,305.00	3,145.00	$28,305.00	-	$0.00	$0.00	$28,305.00	100%	$0.00
CO 1	4' SIDEWALK	685					685.00	LF	$ 15.00	$10,275.00	$10,275.00	685.00	$10,275.00	-	$0.00	$0.00	$10,275.00	100%	$0.00
S - 5	ADA RAMPS	2					2.00	EA	$ 750.00	$1,500.00	$1,500.00	2.00	$1,500.00	-	$0.00	$0.00	$1,500.00	100%	$0.00
	Subtotal Street Improvements									**$145,818.50**	**$145,818.50**		**$145,818.50**		**$0.00**	**$0.00**	**$145,818.50**	**100%**	**$0.00**

Project: The Bluffs at Crystal Falls Sec. 2 Ph. D
Contractor: Ross Construction, Inc.
Owner: Taylor Morrison at Crystal Falls, LLC

Pay Request No.: Sb and Final
Pay Request Thru: 11/30/2012

Original Contract Amount: $662,621.06
Total Change Orders: -
Current Contract Amount: $738,121.56

	Payment Item	Original Contract Quantity	Change Order #1 Quantity	Change Order #2 Quantity	Change Order #3 Quantity	Change Order #4 Quantity	Revised Total Quantity	Unit	Unit Price	Original Contract Price	Revised Contract Price	Units Completed Previous	Amount Completed Previous	Units Completed This Period	Amount Completed This Period	Materials Stored	Amount Completed/ Stored To Date	% Complete To Date	Balance To Complete
	Lot Improvements																		
S - 1	LOT EXCAVATION	11,115					11115.00	CY	$ 7.00	$77,805.00	$0.00	11,115.00	$77,805.00	-	$0.00	$0.00	$77,805.00	0%	$0.00
S - 2	LOT EMBANKMENT	6356					6356.00	CY	$ 3.50	$22,246.00	$0.00	6,356.00	$22,246.00	-	$0.00	$0.00	$22,246.00	0%	$0.00
S - 3	LOT CLEARING ALLOWANCE	19					19.00	EA	$ 595.00	$11,305.00	$0.00	19.00	$11,305.00	-	$0.00	$0.00	$11,305.00	0%	$0.00
											$0.00								$0.00
	Subtotal Lot Improvements									**$111,356.00**	**$0.00**		**$111,356.00**		**$0.00**	**$0.00**	**$111,356.00**	**0%**	**$0.00**
																			$0.00
	Spoils																		$0.00
S - 1	EMBANKMENT (IN ADJACENT 2A CONTRACRT)	6,722					6722.00	CY	$ -	$0.00	$0.00	-	$0.00	-	$0.00	$0.00	$0.00	0%	$0.00
S - 2	SPO L EXCESS TO DAM 2	3554					3554.00	CY	$ 3.50	$12,439.00	$0.00	3,554.00	$12,439.00	-	$0.00	$0.00	$12,439.00	0%	$0.00
																			$0.00
	Subtotal Spoils									**$12,439.00**	**$0.00**		**$12,439.00**		**$0.00**	**$0.00**	**$12,439.00**	**0%**	**$0.00**
																			$0.00
																			$0.00
	Electric Improvements (162510-12)																		$0.00
E - 1	Trench and Backfill for Electric and Telecommunications	0.0	2,810.0				2810.00	LF	$7.10	$0.00	$0.00	2,810.00	$19,951.00	-	$0.00	$0.00	$19,951.00	0%	$0.00
E - 2	3" Electric Conduit per PEC Specs, incl fittings and pull string	0.0	5,270.0				5370.00	LF	$2.85	$0.00	$0.00	5,370.00	$15,304.50	-	$0.00	$0.00	$15,304.50	0%	$0.00
E - 3	3" Sweeps	0.0	46.0				46.00	EA	$25.00	$0.00	$0.00	46.00	$1,150.00	-	$0.00	$0.00	$1,150.00	0%	$0.00
E - 4	24 Sectionalizing Enclosure	0.0	2.0				2.00	EA	$1,200.00	$0.00	$0.00	2.00	$2,400.00	-	$0.00	$0.00	$2,400.00	0%	$0.00
E - 5	Transformer Pads	0.0	7.0				7.00	EA	$750.00	$0.00	$0.00	7.00	$5,250.00	-	$0.00	$0.00	$5,250.00	0%	$0.00
E - 6	Handhole	0.0	22.0				22.00	EA	$278.00	$0.00	$0.00	22.00	$6,116.00	-	$0.00	$0.00	$6,116.00	0%	$0.00
E - 7	Light Pole Wiring and Installation including foundation	0.0	3.0				3.00	EA	$1,000.00	$0.00	$0.00	3.00	$3,000.00	-	$0.00	$0.00	$3,000.00	0%	$0.00
E - 8	Prov de Light Pole and Fixture	0.0	3.0				3.00	EA	$2,125.00	$0.00	$0.00	3.00	$6,375.00	-	$0.00	$0.00	$6,375.00	0%	$0.00
																			$0.00
	Subtotal Electric Improvements									**$0.00**	**$0.00**		**$59,546.50**		**$0.00**	**$0.00**	**$59,546.50**	**0%**	**$0.00**
	Gas Improvements (125230-10)																		
G - 1	Bedding and Backfill and Tracer Wire	0.0	2,800.0				2800.00	LF	$1.85	$0.00	$0.00	2,800.00	$5,180.00	-	$0.00	$0.00	$5,180.00	0%	$0.00
G - 2	2" Gas Main per Atmos Energy Spec	0.0	1,510.0				1510.00	LF	$3.00	$0.00	$0.00	1,510.00	$4,530.00	-	$0.00	$0.00	$4,530.00	0%	$0.00
G - 3	3/4" Gas Service Line	0.0	722.0				722.00	LF	$2.00	$0.00	$0.00	722.00	$1,444.00	-	$0.00	$0.00	$1,444.00	0%	$0.00
G - 4	Gas Service Riser	0.0	20.0				20.00	EA	$200.00	$0.00	$0.00	20.00	$4,000.00	-	$0.00	$0.00	$4,000.00	0%	$0.00
G - 5	Connect to Existing Gas Mainline	0.0	1.0				1.00	EA	$800.00	$0.00	$0.00	1.00	$800.00	-	$0.00	$0.00	$800.00	0%	$0.00
	Subtotal Gas Improvements									**$0.00**	**$0.00**		**$15,954.00**		**$0.00**	**$0.00**	**$15,954.00**	**0%**	**$0.00**
	TOTAL									**$662,621.06**	**$528,475.06**		**$738,271.00**		**$1,500.55**	**$0.00**	**$737,771.56**	**137%**	**$0.00**
	Total Contract									**$662,621.06**	**$528,475.06**		**$738,271.00**		**$1,500.55**	**$0.00**	**$737,771.56**	**137%**	**$0.00**

3.5% INSPECTION FEES = $18,846.66

FINAL AFFIDAVIT OF BILLS PAID

STATE OF TEXAS
COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, on this day personally appeared NED ROSS, (CONTRACTOR) to that certain Contract between _TAYLOR MORRISON ___, AND ROSS CONSTRUCTION, INC.for the construction, and/or completion of

certain improvements and/or additions upon property identified in the CONTRACT as. The Bluffs at Crystal Falls, Sec. 2 Ph. 2D, Streets, Drainage, Water, Wastewater, Electric and Gas Improvements in Leander, Williamson County, Texas

The CONTRACTOR states that he has paid all bills and claims for materials furnished and labor performed on said CONTRACT by all subcontractors, suppliers.

CONTRACTOR:

_____ROSS CONSTRUCTION, INC._____

BY _____

Printed Name: _____NED ROSS _____

Title: _____PRESIDENT _____

Subscribed and sworn to before me, the undersigned authority on this the ___22nd ___ day of ____OCT _____, 2012 _____, by ___NED ROSS _____,

on behalf.of (CONTRACTOR name) _____ROSS CONSTRUCTION, INC._____

_____
Notary Public in and for Travis County, Texas

Developers Surety and Indemnity Company

MAINTENANCE BOND

Bond Number: 769925P

Know All Men By These Presents, That we Ross Construction, Inc.
Hereinafter called the Principal, and other undersigned, a Iowa corporation Developers Surety and Indemnity Company hereinafter called the Surety, are held and firmly bound unto the City of Leander hereinafter called the obligee, in the full sum of Forty Seven Thousand Four Hundred Ninety Nine and 53/100th ($ 47,499.53) Dollars, lawful money of the United States, for the payment of which, well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain contract with the Obligees dated June 21, 2012 for The Bluffs at Crystal Falls Section 2 Phase D-Street, Drainage, Water & Wastewater Improvements, Including Trench Backfill

which contract has been completed and is about to be accepted.

NOW THEREFORE, if the said project shall assure the quality of materials, workmanship, and maintenance of all required improvements, including the city's cost for collecting the guaranteed funds and administering the correction and/or replacement of the covered improvements, normally wear and tear excepted, for a period of Two (2) year(s), from date of final acceptance by the City of Leander, Texas, then this obligation shall be null and void; otherwise to remain in full force and effect.

WHEREAS, the Surety shall notify the City at least fifteen (15) days prior to the end of the first full calendar year and the laps of Maintenance coverage at the end of the second full calendar year.

AND WHEREAS, a defect or failure of any required improvement occurs within the period of coverage, the City shall require that a new Maintenance bon or other surety Instrument be posted for a period of one (1) calendar year sufficient to cover the corrected defect or failure.

Signed, sealed and delivered 22nd day of October, 2012.

Ross Construction, Inc.
Principal

By: _____

Developers Surety and Indemnity Company
Surety

By: _____
John W. Schuler, Attorney-In-Fact

Bond Number: 769925P

POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby make, constitute and appoint:

Stephen R. Smith, John W. Schuler, Tom Mulanax, Walter E. Benson Jr., Thomas X. Brewka, jointly or severally

as its true and lawful Attorney(s)-In-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporation, as surety, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporation could do, but reserving to each of said corporation full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolution adopted by the Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, any Executive Vice President, Senior Vice-President or Vice-President of the corporation be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporation, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporation be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

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

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY has caused these presents to be signed by its officers and attested by its Secretary or Assistant Secretary this October 4th, 2011.

By: Daniel Young
Daniel Young, Senior Vice-President

By: Steve A Tvedt
Steve A. Tvedt, Vice-President

DEVELOPERS SURETY AND INDEMNITY COMPANY CORPORATE OCT. 10 1936 IOWA

State of California
County of Orange

On October 4, 2011 (Date) before me, Antonio Alvarado, Notary Public (Here Insert Name and Title of the Officer)

personally appeared Daniel Young and Steve A. Tvedt (Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Antonio Alvarado, Notary Public

ANTONIO ALVARADO
COMM. # 1860643
NOTARY PUBLIC CALIFORNIA
ORANGE COUNTY
My comm. expires Aug. 9, 2013

Place Notary Seal Above

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolution of the Board of Directors of said corporation set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 22nd day of October , 2012

By: Gregg N. Okura
Gregg Okura, Assistant Secretary

ID-1438(Rev.10/11)

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call the Surety's toll free telephone number for information or to make a complaint at:

1-800-782-1546

You may also write to the Surety at:

P.O. Box 19725
Irvine, CA 92623-9725

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

1-800-252-3439

You may write the Texas Department of Insurance at:

P.O. Box 149104
Austin, TX 78714-9104
Fax# 512-475-1771

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

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

AVISO IMPORTANCE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de para Informacion o para someter una queja al:

1-800-782-1546

Usted tanbien puede escribir a Surety at:

P.O. Box 19725
Irvine, CA 92623-9725

Puede comunicarse con el Departamento de Seguros de Texas para obtener information acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departmento de Seguros de Texas

P.O. Box 149104
Austin, TX 78714-9104
Fax# 512-475-1771

DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Surety primero. Si no se resuelve la disputa, puede entonces comunicarrse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

Insco Insurance Services, Inc.
Underwriting Manager for:
Developers Surety and Indemnity Company • Indemnity Company of California
17780 Fitch, Suite 200
Irvine, CA 92614
1-800-782-1546
www.InscoDico.com

ID-1404 (TX) (4/01)

AGENDA ITEM # 19

Executive Summary

February 7, 2013

Council Agenda Subject: Consider Dedication and Acceptance of Subdivision Infrastructure Improvements for The Fairways at Crystal Falls, Section 5, Cap Rock Estates, Phase 1

Background: The subdivision infrastructure improvements required for The Fairways at Crystal Falls, Section 5, Cap Rock Estates, Phase 1, Subdivision have been installed, inspected, and found to be satisfactorily completed. All documentation required for acceptance of the subdivision has been received, including record drawings, statement of substantial completion prepared by a Professional Engineer licensed in the State of Texas, copies of all inspection reports and certified test results, electronic files of the improvements and final plat, affidavit of all bills paid, and a two-year term Maintenance Bond. The Maintenance Bond will commence its two year term upon City Council acceptance, as anticipated, on February 7, 2013, which will provide warranty and maintenance coverage for the infrastructure improvements through February 7, 2015. The Engineering Department will perform a formal inspection of the improvements approximately 30 days prior to the expiration of the Maintenance Bond to assure that any defects in materials, workmanship, or maintenance are corrected prior to expiration of the bond.

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

Financial Consideration: N/A

Recommendation: Staff recommends City Council's formal acceptance of the subdivision infrastructure improvements for The Fairways at Crystal Falls, Section 5, Cap Rock Estates, Phase 1.

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

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

JAY ENGINEERING COMPANY, INC.
P.O. Box 1220
Leander, TX 78646
(512) 259-3882
Fax 259-8016
Texas Registered Engineering Firm F-4780

VIA HAND DELIVERY

January 2, 2013

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

Re: The Fairways at Crystal Falls Section 5 (Cap Rock Estates, Phase 1)
Acceptance of Improvements

Dear Ms. Pizalate:

This letter is provided for compliance with the City of Leander procedures for recording the Fairways at Crystal Falls Section 5 final plat. Please see the enclosed breakdown outlining the total cost of construction for water and Wastewater improvements at $297,800. We have also enclosed the following items per Ordinance requirements.

1. Engineer's Certification
2. Three (3) copies of the Maintenance Bond in the amount of $29,780 (10% of $297,800)
3. Three (3) hard copies of the "As-Built" plans
4. Affidavit of "All Bills Paid"
5. Affidavit as to debts and liens
6. Inspection Fee Adjustment - $5,624.74 (see enclosed final pay request and fee summary).
7. Digital Copy of the "As-Built" plans.

Sincerely,

Samuel D. Kiger, P.E.
SDK/s
Copy: Mike Siefert, P.E.(The Lookout Group, Inc.)

PN 157-030-20

JAY ENGINEERING COMPANY, INC.
P.O. Box 1220
Leander, TX 78646
(512) 259-3882
Fax 259-8016
Texas Registered Engineering Firm F-4780

January 2, 2013

Wayne S. Watts, P.E., City Engineer
City of Leander
P.O. Box 319
Leander, Texas 7864

Re: Fairways at Crystal Falls Section 5 (Cap Rock Estates, Phase 1)
Street, Drainage, Water and Wastewater Improvements
Certificate of Completion

Dear Mr. Watts:

I, the licensed professional engineer of record, have made a final visual observation of the referenced project. I have also visited the site during construction, and observed the installation of street, drainage, water and wastewater improvements. Based on these observations and inspection/testing results, I hereby certify that these improvements were completed in general conformance with the approved plans and specifications with the following exception:

- Knox boxes must be provided per Fire Department requirements when the gates for private streets are installed.

We trust you will find this information helpful when considering accepting this project. If you should have any questions or need additional information regarding this project, please let us know.

Sincerely,

Samuel D. Kiger, P.E.
SDK/s
Fax Copy to: Mike Sieffert, P.E. (The Lookout Group, Inc.)

STATE OF TEXAS
SAMUEL D. KIGER
89353
LICENSED
PROFESSIONAL ENGINEER
1-2-13

PN 157-030-20

FINAL AFFIDAVIT OF BILLS PAID

STATE OF TEXAS
COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, on this day personally appeared NED ROSS, (CONTRACTOR) to that certain Contract between _LOOKOUT GROUP, INC ___, AND ROSS CONSTRUCTION, INC.for the construction, and/or completion of

certain improvements and/or additions upon property identified in the CONTRACT as.
The Fairways at Crystal Falls Sec. 5, Caprock Estates PH.1

__ The CONTRACTOR states that he has paid all bills and claims for materials furnished and labor performed on said CONTRACT by all subcontractors, suppliers.

CONTRACTOR:

_____ROSS CONSTRUCTION, INC._____

BY _____

Printed Name: _____NED ROSS _____

Title: _____PRESIDENT _____

Subscribed and sworn to before me, the undersigned authority on this the ___28th ___ day of ____DEC _____, 2012 _____, by ___NED ROSS _____,

on behalf of (CONTRACTOR name) _____ROSS CONSTRUCTION, INC._____

_____
Notary Public in and for Travis County, Texas

					PAY REQUEST 7				
PROJECT:	THE FAIRWAYS AT CRYSTAL FALLS SEC. 5				11/30/2012				
	CAPROCK ESTATES PH. 1								
					CONTRACTOR:	ROSS CONSTRUCTION, INC.			
OWNER:	THE LOOKOUT GROUP, INC.					P.O. BOX 93188			
	C/O JAY ENGINEERING COMPANY, INC.					AUSTIN, TX. 78709-3188			
	1500 CR 269								
	LEANDER, TX 78641								

ITEM	DESCRIPTION	QUANT.	UNIT	UNIT PRICE	ORIGINAL CONTRACT TOTAL	ADJ. QTY.+/-	REV. QTY.	REV. TOTAL
1	SILT FENCE	1725	LF	$ 1.75	$ 3,018.75	-	1,725	$ -
2	ROCK BERMS	60	LF	$ 20.00	$ 1,200.00	-	60	$ -
3	DIVERSION BERMS	240	LF	$ 5.00	$ 1,200.00	-	240	$ -
4	INLET PROTECTION	14	EA	$ 300.00	$ 4,200.00	-	14	$ -
5	STABILIZED CONSTRUCTION ENT.	2	EA	$ 1,000.00	$ 2,000.00	-	2	$ -
6	10 CURB INLETS	9	EA	$ 2,500.00	$ 22,500.00	-	9	$ -
7	15 CURB INLETS	3	EA	$ 3,700.00	$ 11,100.00	-	3	$ -
8	18" RCP	1105	LF	$ 37.00	$ 40,885.00	-	1,105.00	$ -
9	24" RCP	230	LF	$ 59.00	$ 13,570.00	-	230.00	$ -
10	36" RCP	900	LF	$ 100.00	$ 90,000.00	-	900	$ -
11	36" RCP HEADWALLS / STILLING BASIN	2	EA	$ 4,500.00	$ 9,000.00	-	2	$ -
12	STORM MANHOLES	5	EA	$ 2,700.00	$ 13,500.00	-	5	$ -
13	AREA INLETS	3	EA	$ 3,500.00	$ 10,500.00	-	3	$ -
14	AREA INLET / LEVEL SPREADER	1	EA	$ 5,500.00	$ 5,500.00	-	1	$ -
15	CLEAR AND GRUB ROW	4.1	AC	$ 3,500.00	$ 14,350.00	-	4	$ -
16	EXCAVATION / EMBANKMENT (FILL PROVIDED ON SITE BY OWNER) CUT=5871 CY FILL=38,009 CY NET = 32,138 CY FILL	1	LS	$ 155,000.00				$ -
16A	EXCAVATION CUT=5871 CY	5871	CY	$ 5.36	$ 31,468.56	-	5,871	$ -
16B	EMBANKMENT FILL=38,009 CY NET = 32,138 CY IMPORT PROVIDED BY OWNER	38009	CY	$ 3.25	$ 123,531.44	-	38,009	$ -
17	STRUCTURAL WALLS	9160	SF	$ 22.50	$ 206,100.00	-	9,160	$ -
17A	BLOCKS ON HAND	0	TNS	$ 47.00	$ -	1,240	1,240	$ -
18	SUBGRADE PREPARATION	11725	SY	$ 1.90	$ 22,277.50	590	12,315	$ -
19	8" FLEX. BASE	11725	SY	$ 7.25	$ 85,006.25	590	12,315	$ -
20	1-1/2" HMAC	9678	SY	$ 7.75	$ 75,004.50	422	10,100	$ -
21	CURB AND GUTTER	6143	LF	$ 8.50	$ 52,215.50	502	6,645	$ -
22	SIDEWALK RAMPS	6	EA	$ 750.00	$ 4,500.00	-	6	$ -
22a	SIDEWALK	0	LF	$ 12.00	$ -	480	480	$ -
23	INSTALL OWNER PROVIDED STOP SIGNS	0	EA	$ 350.00	$ -	-	-	$ -
24	INSTALL OWNER PROVIDED SPEED LIMIT	0	EA	$ 350.00	$ -	-	-	$ -
25	INSTALL THERMO PLASTIC STOP BARS	0	EA	$ 300.00	$ -	-	-	$ -
26	FINE GRADING AND TOPSOIL OF DISTRUBED AREAS	10240	SY	$ 1.25	$ 12,800.00	-	10,240	$ -
								$ -
	UTILITIES							
27	TRENCH SAFETY	8697.00	LS	$ 2.00	$ 17,394.00	-	8,697	
28	2" PVC SDR 21 WASTEWATER PRESSURE LINE	2516	LF	$ 13.00	$ 32,708.00	-	2,516	$ 32,708.00
29	4" PVC SDR 21 WASTEWATER PRESSURE LINE	2374	LF	$ 14.00	$ 33,236.00	-	2,374	$ 33,236.00

PROJECT:	THE FAIRWAYS AT CRYSTAL FALLS SEC. 5				11/30/2012			
	CAPROCK ESTATES PH. 1							
					CONTRACTOR:	ROSS CONSTRUCTION, INC.		
OWNER:	THE LOOKOUT GROUP, INC.					P.O. BOX 93188		
	C/O JAY ENGINEERING COMPANY, INC.					AUSTIN, TX. 78709-3188		
	1500 CR 269							
	LEANDER, TX 78641							

ITEM	DESCRIPTION	QUANT.	UNIT	UNIT PRICE	ORIGINAL CONTRACT TOTAL	ADJ. QTY.+/-	REV. QTY.	REV. TOTAL
30	DOUBLE WW SERVICE	35	EA	$ 725.00	$ 25,375.00	-	35	$ 25,375.00
31	SINGLE WW SERVICE	2	EA	$ 700.00	$ 1,400.00	-	2	$ 1,400.00
32	ISOLATION VALVE AND BOX	5	EA	$ 650.00	$ 3,250.00	-	5	$ 3,250.00
33	WASTEWATER AIR RELEASE ASSEMBLY	1	EA	$ 2,500.00	$ 2,500.00	-	1	$ 2,500.00
34	FLUSHING AND CLEANOUT ASSEMBLY	5	EA	$ 2,500.00	$ 12,500.00	-	5	$ 12,500.00
35	8" PVC C900 DR 14 WATER LINE	3807	LF	$ 28.00	$ 106,596.00	-	3,807	$ 106,596.00
36	8" GATE VALVE AND BOX	7	EA	$ 900.00	$ 6,300.00	-	7	$ 6,300.00
37	CONNECTION TO EXISTING WATER LINE	3	EA	$ 2,000.00	$ 6,000.00	-	3	$ 6,000.00
38	5-1/4" HYDRANT ASSEMBLY	10	EA	$ 3,200.00	$ 32,000.00	-	10	$ 32,000.00
39	DOUBLE WATER SERVICE	35	EA	$ 750.00	$ 26,250.00	-	35	$ 26,250.00
40	SINGLE WATER SERVICE	2	EA	$ 725.00	$ 1,450.00	-	2	$ 1,450.00
41	AARV	1	EA	$ 2,500.00	$ 2,500.00	-	1	$ 2,500.00
42	3/4" PRESSURE REDUCING VALVE AND GATE VALVE	37	EA	$ 155.00	$ 5,735.00	-	37	$ 5,735.00
43	MAINT. BOND	1	EA	$ 4,000.00	$ 4,000.00	-	1	$ -
44	JOINT TRENCH	0	LF	$ 7.20	$ -	5,372	5,372	$ -
45	BACKFILL	0	CY	$ 13.00	$ -	596	596	$ -
46	CONDUIT	0	EA	$ 3.60	$ -	9,050	9,050	$ -
47	SECTIONALIZING ENCLOSURE	0	EA	$ 950.00	$ -	2	2	$ -
48	TRANSFORMER PADS	0	EA	$ 550.00	$ -	15	15	$ -
49	HANDHOLE	0	EA	$ 350.00	$ -	42	42	$ -
50	GAS SERVICES PER TXU PLANS AND SPECS	0	EA	$ 395.00	$ -	47	47	$ -
51	2" GAS MAIN PER TXU PLANS AND SPECS	0	LF	$ 6.30	$ -	5,372	5,372	$ -
52	HOT TAPS	0	EA	$ 850.00	$ -	3	3	$ -
53	ROAD BORES	0	EA	$ 3,740.00	$ -	8	8	$ -
							CITY ACCEPTED IMP TOTAL =	$ 297,800.00
							MAINTENANCE BOND AMOUNT =	$ 29,780.00

12-28-12

MAINTENANCE BOND
Subdivision Improvements

THE STATE OF TEXAS § Bond No. 769938P

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that **Ross Construction, Inc.**
as Principal, whose address is **P.O. Box 93188, Austin, TX 78709** and **Developers Surety and Indemnity Company** a Corporation organized under the laws of the State of **Iowa**, and duly authorized to do business in the State of Texas, as Surety, are held and firmly bound unto the City of Leander, Texas as Obligee, in the penal sum of **Twenty Nine Thousand Seven Hundred Eighty and 00/100's** Dollars (**$29,780.00**) to which payment will and truly to be made we do bind ourselves, our and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal has constructed **The Fairways at Crystal Falls Section 5 – Caprock Estates Phase 1, Water, Wastewater, Street, and Drainage Improvements, Including Trench Backfill** (the "improvements") pursuant to the ordinances of the Obligee, which ordinances are hereby expressly made a part hereof as though the same were written and embodied herein;

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 13**th** day of December, 2012.

Ross Construction, Inc.
Principal

By: _____

Title: _____
Address: _____

P.O. Box 93188
Austin, TX 78709

Developers Surety and Indemnity Company
Surety

By: _____

Title: **John W. Schuler, Attorney-in fact**
Address: 105 Decker Court, Ste. 670, Irving, Texas 75062

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

Time Insurance Agency

1405 East Riverside Drive, Austin, TX

(Seal)

Bond Number: 769938P

POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby make, constitute and appoint:

Stephen R. Smith, John W. Schuler, Tom Mulanax, Walter E. Benson Jr., Thomas X. Brewka, jointly or severally

as its true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporation, as surety, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporation could do, but reserving to each of said corporation full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolution adopted by the Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, any Executive Vice-President, Senior Vice-President or Vice-President of the corporation be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporation, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporation be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

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

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY has caused these presents to be signed by its officers and attested by its Secretary or Assistant Secretary this October 4th, 2011.

By: Daniel Young
Daniel Young, Senior Vice-President

By: Steve A Tvedt
Steve A. Tvedt, Vice-President

DEVELOPERS SURETY AND INDEMNITY COMPANY CORPORATE OCT. 10 1936 IOWA

State of California
County of Orange

On October 4, 2011 (Date) before me, Antonio Alvarado, Notary Public (Here Insert Name and Title of the Officer)

personally appeared Daniel Young and Steve A. Tvedt (Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Antonio Alvarado, Notary Public

ANTONIO ALVARADO
COMM. # 1860643
NOTARY PUBLIC CALIFORNIA
ORANGE COUNTY
My comm. expires Aug. 9, 2013

Place Notary Seal Above

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolution of the Board of Directors of said corporation set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 13th day of December , 2012.

By: Gregg N. Okura
Gregg Okura, Assistant Secretary

ID-1438(Rev.10/11)

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call the Surety's toll free telephone number for information or to make a complaint at:

1-800-782-1546

You may also write to the Surety at:

P.O. Box 19725
Irvine, CA 92623-9725

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

1-800-252-3439

You may write the Texas Department of Insurance at:

P.O. Box 149104
Austin, TX 78714-9104
Fax# 512-475-1771

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

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

AVISO IMPORTANCE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de para informacion o para someter una queja al:

1-800-782-1546

Usted tanbien puede escribir a Surety at:

P.O. Box 19725
Irvine, CA 92623-9725

Puede comunicarse con el Departamento de Seguros de Texas para obtener information acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departmento de Seguros de Texas

P.O. Box 149104
Austin, TX 78714-9104
Fax# 512-475-1771

DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Surety primero. Si no se resuelve la disputa, puede entonces comunicarrse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

Insco Insurance Services, Inc.
Underwriting Manager for:
Developers Surety and Indemnity Company • Indemnity Company of California
17780 Fitch, Suite 200
Irvine, CA 92614
1-800-782-1546
www.InscoDico.com

ID-1404 (TX) (4/01)

AGENDA ITEM # 20

Executive Summary

February 7, 2013

Agenda Subject:	Consider Ordinance giving consent to the filing of legislation creating Leander Hills Municipal Utility District (MUD) of Williamson County, Texas
Background:	Pursuant to Chapters 49 and 54 of the Texas Water Code, Densford Aviation Services, Inc. (the "Pettitoner") wishes to create Leander Hills Municipal Utility District of Williamson County, Texas (the "District") to serve approximately 146 acres of land in Williamson County, Texas ("Petitioner's Land)
Origination:	City Manager
Financial Consideration:	None
Recommendation:	That the City Council of the City of Leander , Texas, subject to the terms and conditions hereinafter set forth, hereby specifically give its written consent, to the filing of the Legislation. Consent shall be limited to the filing and passage of the Legislation subject to approval of a development agreement between Petitioner or a subsequent landowner and the City of Leander.
Attachments:	Ordinance Petition, Exhibit "A"
Prepared By:	Jim Bechtol, Director of Development Services

ORDINANCE NO. _____

ORDINANCE OF CITY OF LEANDER, TEXAS GIVING CONSENT TO THE FILING OF LEGISLATION CREATING LEANDER HILLS MUNICIPAL UTILITY DISTRICT OF WILLIAMSON COUNTY, TEXAS

WHEREAS, Pursuant to Chapters 49 and 54 of the Texas Water Code, Densford Aviation Services, Inc. (the "Petitioner") wishes to create Leander Hills Municipal Utility District of Williamson County, Texas (the "District") to serve approximately 146 acres of land in Williamson County, Texas ("Petitioner's Land"); and

WHEREAS, all of the land to be included within the District is currently located within the extraterritorial jurisdiction of the City of Leander (the "City"); and

WHEREAS, Petitioner is negotiating a development agreement with the City which will provide for the annexation of Petitioner's Land into the corporate boundaries of the City;

WHEREAS, Petition desires the City's consent to the filing of a local bill in the 83rd Texas Legislature creating the District in the form attached hereto as Exhibit "A" (the "Legislation") ;

WHEREAS, the City Council of the City of Leander desires to adopt Ordinance No. _____ as set forth herein for the purpose of consenting to the filing of the Legislation; Now Therefore,

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

1. That all of the matters and facts set out in the preamble hereof be true and correct.

2. That the City Council of the City of Leander, Texas, subject to the terms and conditions hereinafter set forth, hereby specifically gives its written consent, to the filing of the Legislation creating the District over Petitioner's Land. Said consent shall be limited to the filing and passage of the Legislation and does not constitute consent pursuant to V.T.C.A., Local Government Code, Section 42.042.

3. The consent provided upon herein is conditioned upon the approval of a development agreement between Petitioner or a subsequent landowner providing for the annexation of Petitioner's Land into the corporate boundaries of the City and the terms of development of such land. The Legislation shall provide that the District shall not be permitted to hold its confirmation election confirming the creation of the District until such development agreement has been executed between the Petitioner or a subsequent landowner and the City.

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

_____
Mayor, City of Leander

ATTEST:

_____
City Secretary, City of Leander

(SEAL)

CERTIFICATE OF ORDINANCE NO. _____

CITY OF LEANDER, TEXAS

I, the undersigned City Secretary of the City of Leander, Texas hereby certify that the attached and foregoing is a true and correct copy of Ordinance No. _____ of the City of Leander, Texas, consenting to the filing of legislation creating Leander Hills Municipal Utility District of Williamson County. I further certify that said Ordinance was passed and approved by the City Council of the City of Leander on _____, 2012.

WITNESS MY HAND AND SEAL OF THE CITY OF LEANDER, TEXAS, the _____ day of _____, 2012.

_____
City Secretary, City of Leander, Texas

(SEAL)

SKLAW

Sanford | Kuhl | Hagan | Kugle | Parker | Kahn LLP

1980 POST OAK BOULEVARD
SUITE 1380
HOUSTON, TEXAS 77056
(713) 850-9000
FAX: (713) 850-1330
www.sklaw.us

JULIANNE B. KUGLE

kugle@sklaw.us

December 13, 2012

VIA FEDERAL EXPRESS

Kent Cagle
City Manager
City of Leander
200 West Willis Street
Leander, Texas 78641

Re: Legislation Creating Leander Hills Municipal Utility District of Williamson County

Dear City Manager Cagle:

Enclosed please find a copy of notice of intent to introduce the referenced legislation, a draft of the proposed legislation, and a draft of the proposed City Consent Ordinance all relating to the proposed Leander Hills Municipal Utility District of Williamson County (the "District"). As we discussed, we would like to obtain the City of Leander's (the "City") consent to filing the legislation with the understanding that the land located within the proposed District must be annexed into the corporate boundaries of the City and the landowners must enter into a Development Agreement with the City prior to the District holding its confirmation election.

By this correspondence, we formally give you notice of our intent to offer the referenced legislation in form of a bill to be filed in the presently pending 83rd Legislature of the State of Texas. Please note that the District is subject to all applicable rules and regulations promulgated by the City relating to fresh water supply districts located in the extraterritorial jurisdiction of the City.

Please feel free to contact the undersigned should you have any questions or comments.

Very truly yours,

Julianne B. Kugle

Julianne B. Kugle

Enclosures

NOTICE OF INTENT TO INTRODUCE A BILL

Pursuant to the Constitution and laws of the State of Texas, notice is hereby given of the intention to apply to the 83rd Legislature of the State of Texas at its regular session in Austin, Texas for the introduction of a bill, the substance of the contemplated law being as follows:

> An act relating to the creation, administration, powers, duties, operation, and financing of Leander Hills Municipal Utility District of Williamson County.

The Act proposes to create a municipal utility district to be known as the Leander Hills Municipal Utility District of Williamson County, being approximately 146 acres in Williamson County, Texas, subject to approval at a confirmation election.

All interested persons will, therefore, take notice of the matters and facts set out in the foregoing statement of the substance of the contemplated laws as required by the Constitution and laws of the State of Texas.

H.B. No. _____

AN ACT

relating to the creation of the Leander Hills Municipal Utility District of Williamson County; providing authority to impose a tax and issue bonds; granting a limited power of eminent domain.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Subtitle F, Title 6, Special District Local Laws Code, is amended by adding Chapter _____ to read as follows:

CHAPTER ____. LEANDER HILLS MUNICIPAL UTILITY DISTRICT OF WILLIAMSON COUNTY

SUBCHAPTER A. GENERAL PROVISIONS

Sec. ____.001. DEFINITIONS. In this chapter:

(1) "Board" means the district's board of directors.

(2) "Commission" means the Texas Commission on Environmental Quality.

(3) "Director" means a board member.

(4) "District" means Leander Hills Municipal Utility District of Williamson County.

Sec. ____.002. NATURE OF DISTRICT. The district is a

municipal utility district created under Section 59, Article XVI, Texas Constitution.

Sec. .003. CONFIRMATION AND DIRECTORS' ELECTION REQUIRED. The temporary directors shall hold an election to confirm the creation of the district and to elect five permanent directors as provided by Section 49.102, Water Code.

Sec. .004. CONSENT OF MUNICIPALITY AND DEVELOPMENT AGREEMENT REQUIRED. The temporary directors may not hold an election under Section .003 until each municipality in whose corporate limits or extraterritorial jurisdiction the district is located has consented by ordinance or resolution to the creation of the district and to the inclusion of land in the district and entered into a development agreement under Section 212.172, Local Government Code, with the municipality.

Sec. .005. FINDINGS OF PUBLIC PURPOSE AND BENEFIT. (a) The district is created to serve a public purpose and benefit.

(b) The district is created to accomplish the purposes of:

(1) a municipal utility district as provided by general law and Section 59, Article XVI, Texas Constitution; and

(2) Section 52, Article III, Texas Constitution, that relate to the construction, acquisition, improvement, operation, or maintenance of macadamized, graveled, or paved roads, or

improvements, including storm drainage, in aid of those roads.

Sec. .006. INITIAL DISTRICT TERRITORY. (a) The district is initially composed of the territory described by Section 2 of the Act enacting this chapter.

(b) The boundaries and field notes contained in Section 2 of the Act enacting this chapter form a closure. A mistake made in the field notes or in copying the field notes in the legislative process does not affect the district's:

(1) organization, existence, or validity;

(2) right to issue any type of bond for the purposes for which the district is created or to pay the principal of and interest on a bond;

(3) right to impose a tax; or

(4) legality or operation.

[Sections .007- .050 reserved for expansion]

SUBCHAPTER B. BOARD OF DIRECTORS

Sec. .051. GOVERNING BODY; TERMS. (a) The district is governed by a board of five elected directors.

(b) Except as provided by Section .052, directors serve staggered four-year terms.

Sec. .052. TEMPORARY DIRECTORS. (a) The temporary board consists of:

(1) _____;

(2) _____;

(3) _____;

(4) _____;

(5) _____; [will need names of 5 individuals]

(b) Temporary directors serve until the earlier of:

(1) the date permanent directors are elected under Section .003; or

(2) September 1, 2017.

(c) If permanent directors have not been elected under Section .003 and the terms of the temporary directors have expired, successor temporary directors shall be appointed or reappointed as provided by Subsection (d) to serve terms that expire on the earlier of:

(1) the date permanent directors are elected under Section .003; or

(2) the fourth anniversary of the date of the appointment or reappointment.

(d) If Subsection (c) applies, the owner or owners of a majority of the assessed value of the real property in the district may submit a petition to the commission requesting that the commission appoint as successor temporary directors the five persons named in the petition. The commission shall appoint as successor temporary directors the five persons named in the

petition.

[Sections .053- .100 reserved for expansion]

SUBCHAPTER C. POWERS AND DUTIES

Sec. .101. GENERAL POWERS AND DUTIES. The district has the powers and duties necessary to accomplish the purposes for which the district is created.

Sec. .102. MUNICIPAL UTILITY DISTRICT POWERS AND DUTIES. The district has the powers and duties provided by the general law of this state, including Chapters 49 and 54, Water Code, applicable to municipal utility districts created under Section 59, Article XVI, Texas Constitution.

Sec. .103. AUTHORITY FOR ROAD PROJECTS. Under Section 52, Article III, Texas Constitution, the district may design, acquire, construct, finance, issue bonds for, improve, operate, maintain, and convey to this state, a county, or a municipality for operation and maintenance macadamized, graveled, or paved roads, or improvements, including storm drainage, in aid of those roads.

Sec. .104. ROAD STANDARDS AND REQUIREMENTS. (a) A road project must meet all applicable construction standards, zoning and subdivision requirements, and regulations of each municipality in whose corporate limits or extraterritorial jurisdiction the road project is located.

(b) If a road project is not located in the corporate limits or extraterritorial jurisdiction of a municipality, the road project must meet all applicable construction standards, subdivision requirements, and regulations of each county in which the road project is located.

(c) If the state will maintain and operate the road, the Texas Transportation Commission must approve the plans and specifications of the road project.

Sec. .105. COMPLIANCE WITH MUNICIPAL CONSENT ORDINANCE OR RESOLUTION. (a) The district shall comply with all applicable requirements of any ordinance or resolution that is adopted under Section 54.016 or 54.0165, Water Code, and that consents to the creation of the district or to the inclusion of land in the district.

(b) In addition to all the rights and remedies provided by other law, if the district violates the terms of an ordinance or resolution described by Subsection (a), the municipality is entitled to injunctive relief or a writ of mandamus issued by a court requiring the district and the district's officials to observe and comply with the terms of the ordinance or resolution.

Sec. .106. EFFECT OF ANNEXATION OR INCLUSION WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF LEANDER. (a) A

municipality within whose extraterritorial jurisdiction the land in the district lies may annex all of the district into its corporate limits under the terms of an agreement entered into before the effective date of the Act creating this chapter between the municipality and the owners of the land being annexed, and, in that instance, the district shall not be dissolved, except as provided by Subsection (b).

(b) The district may be dissolved and its debts and obligations assumed by the municipality in accordance with Chapter 43, Local Government Code, including Sections 43.075 and 43.0715, upon completion of the construction of the water, sanitary sewer, and drainage improvements and roads required to serve at least 95 percent of the land in the district.

(c) Notwithstanding Section 54.016(f)(2), Water Code, an allocation agreement between the City of Leander and the district that provides for the allocation of the taxes or revenues of the district and the city following the date of inclusion of all the district's territory in the corporate limits of the city may provide that the total annual ad valorem taxes collected by the city and the district from taxable property in the district may exceed the city's ad valorem tax on that property.

Sec. .107. LIMITATION ON USE OF EMINENT DOMAIN. The

district may not exercise the power of eminent domain outside the district to acquire a site or easement for:

(1) a road project authorized by Section 8309.103; or

(2) a recreational facility as defined by Section 49.462, Water Code.

[Sections .108- .150 reserved for expansion]

SUBCHAPTER D. GENERAL FINANCIAL PROVISIONS

Sec. .201. ELECTIONS REGARDING TAXES OR BONDS. (a) The district may issue, without an election, bonds and other obligations secured by:

(1) revenue other than ad valorem taxes; or

(2) contract payments described by Section .203.

(b) The district must hold an election in the manner provided by Chapters 49 and 54, Water Code, to obtain voter approval before the district may impose an ad valorem tax or issue bonds payable from ad valorem taxes.

(c) The district may not issue bonds payable from ad valorem taxes to finance a road project unless the issuance is approved by a vote of a two-thirds majority of the district voters voting at an election held for that purpose.

Sec. .202. OPERATION AND MAINTENANCE TAX. (a) If authorized at an election held under Section .201, the district may impose an operation and maintenance tax on taxable

property in the district in accordance with Section 49.107, Water Code.

(b) The board shall determine the tax rate. The rate may not exceed the rate approved at the election.

Sec. .203. CONTRACT TAXES. (a) In accordance with Section 49.108, Water Code, the district may impose a tax other than an operation and maintenance tax and use the revenue derived from the tax to make payments under a contract after the provisions of the contract have been approved by a majority of the district voters voting at an election held for that purpose.

(b) A contract approved by the district voters may contain a provision stating that the contract may be modified or amended by the board without further voter approval.

[Sections .204- .250 reserved for expansion]

SUBCHAPTER E. BONDS AND OTHER OBLIGATIONS

Sec. .251. AUTHORITY TO ISSUE BONDS AND OTHER OBLIGATIONS. The district may issue bonds or other obligations payable wholly or partly from ad valorem taxes, impact fees, revenue, contract payments, tax increment payments, grants, or other district money, or any combination of those sources, to pay for any authorized district purpose.

Sec. .252. TAXES FOR BONDS. At the time the district issues bonds payable wholly or partly from ad valorem taxes, the

board shall provide for the annual imposition of a continuing direct ad valorem tax, without limit as to rate or amount, while all or part of the bonds are outstanding as required and in the manner provided by Sections 54.601 and 54.602, Water Code.

Sec. . 253. BONDS FOR ROAD PROJECTS. At the time of issuance, the total principal amount of bonds or other obligations issued or incurred to finance road projects and payable from ad valorem taxes may not exceed one-fourth of the assessed value of the real property in the district.

SECTION 2. Leander Hills Municipal Utility District of Williamson County initially includes all the territory contained in the following area: being a 145.26 acres of land situated in the talbot chambers survey, abstract no. 125, williamson county, Texas, being comprised of ALL OF THE CALLED 92.621 acre tract DESCRIBED IN DEED TO DENSFORD AVIATION SERVICES, INC. RECORDED IN Document Number 2009070195 OF THE Official Public Records of Williamson County, Texas (O.P.R.W.C.T.) AND ALL OF THE CALLED 52.640 acre tract PER METES AND BOUNDS DESCRIPTION prepared BY SHANE SHAFER R.P.L.S. NO. 5281 DATED APRIL 29, 2009; AND being more particularly DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

beginning at a found 1/2" iron rod on the south line of said 52.640 acre tract, same being the northwest corner of Tract

2 of the Kittie Hill Acres a subdivision of record in Document Number 8419185 of the O.P.R.W.C.T. and recorded in Cabinet F, Slide 45 of the Plat Records of Williamson County Texas (P.R.W.C.T.) and being the northeast corner of a called 13.320 acre tract conveyed to Jack Scott Bradley, Amy L. Bradley, and Brian Gregory Holmes as recorded in Document Number 2000068029 of the O.P.R.W.C.T.;

THENCE South 68°56'56" West with the south line of said 52.640 acre tract, the north line of said 13.320 acre Bradley tract, the north line of a called 13.320 acre tract conveyed to Brian Olson and Charity M. Olson, husband and wife, and Gregory Olson and Hattie E. Olson, husband and wife, as recorded in Document Number 2001071867 of the O.P.R.W.C.T. and the north line of a called 13.371 acre tract conveyed to Charles Hoskins and Patricia Hoskins, husband and wife as recorded in Document Number 2002036263 of the O.P.R.W.C.T., passing at a distance of 445.22 feet the northwest corner of said 13.320 acre Bradley tract and the northeast corner of said 13.320 acre Olson Tract an continuing a total distance of 1332.94 feet to a found 1/2" iron rod for the southwest corner of said 52.640 acre tract, the northwest corner of said 13.371 acre tract, and being on the east line on a called 5.412 acre tract conveyed to Larry G. Miller and wife, Leslie M. Miller as recorded in Volume 2041,

Page 124 of the Deed Records of Williamson County, Texas (D.R.W.C.T);

THENCE North 21°52'40" West with the west line of said 52.640 acre tract and the east line of said 5.412 acre tract a distance of 196.23 feet to a found 1/2" iron rod for the northeast corner of said 5.412 acre tract, and the southeast corner of a called 19.99 acre tract conveyed to Mila J. Milliorn recorded in Document Number 2006050300 of the O.P.R.W.C.T;

THENCE with the west line of said 52.640 acre tract and the east line of said 19.99 acre tract, the following five (5) courses;

(1) North 19°41'08" West a distance of 62.72 feet to a found 1/2" iron rod;

(2) North 43°25'16" East a distance of 17.20 feet to a found 1/2" iron rod;

(3) North 22°58'31" West a distance of 160.69 feet to a 60D nail found in the west side of a 12" Live Oak tree;

(4) North 19°52'01" West a distance of 443.14 feet to a 40D nail found;

(5) North 20°50'38" West a distance of 370.34 feet to a found 1/2" iron rod for the northeast corner of said 19.99 acre tract, and the southeast corner of a called 1.00 acre tract conveyed to Barbara E. Bratton described in Exhibit

"B" document recorded in Volume 2722, Page 551 of the D.R.W.C.T.;

THENCE North 20°51'23" West with the west line of said 52.640 acre tract and the east line of said Exhibit "B" tract a distance of 208.65 feet to a found 1/2" iron rod for the northeast corner of said Exhibit "B" tract, and being at an angle point in of a 12.40 acre tract conveyed to Barbara E. Bratton described in Exhibit "A" document recorded in Volume 2722, Page 551 of the D.R.W.C.T.;

THENCE with the west line of said 52.640 acre tract and the east line of said Exhibit "A" tract, the following two (2) courses:

(1) North 20°36'15" West a distance of 361.45 feet to a 40D nail;

(2) North 22°06'13" West a distance of 313.49 feet to a 40D nail found for the northwest corner of said 92.621 acre tract;

THENCE with the west line of said 92.621 acre tract and the east line of said Exhibit "A" tract, the following two (2) courses:

1. North 16°45'36" West a distance of 74.85 feet to a 40D nail found in the north side of a 14" Live Oak tree;
2. North 22°32'12" West a distance of 105.96 feet to a found

iron rod with plastic cap stamped "DIAMOND SURVEYING" for the northwest corner of said 92.621 acre tract, the northeast corner of said 12.40 acre tract, and in the south line of the called 226 acre tract conveyed to Lawrence Virgil Toungate and wife, Louise M. Toungate as described in Volume 922, Page 878 of the D.R.W.C.T);

THENCE with the north line of said 92.621 acre tract and said south line of said 226 acre tract, the following two (2) courses:

(1) North 69°16'48" East a distance of 509.14 feet to a 40D nail found;

(2) North 68°42'17" East a distance of 1439.28 feet to a found 4" square concrete monument for the southwest corner of a called 100.16 acre tract conveyed to Huie H. Lamb, Jr., as described in Volume 2323, Page 739 of the O.P.R.W.C.T., and the southeast corner of said 226 acre tract;

THENCE with the north line of said 92.621 acre tract and the south line of said 100.16 acre tract, the following two (2) courses:

(1) THENCE North 69°03'28" East a distance of 946.84 feet to a nail found in the south side of a 12" Cedar tree;

(2) THENCE North 74°03'27" East a distance of 84.55 feet

to a found 4" square concrete monument for the southeast corner of said 100.16 acre tract, and same the southwest corner of a called 9.53 acre tract of land conveyed to Parmer 274 Investments, LLC as described in Document Number 2012041079 of the O.P.R.W.C.T.;

THENCE with the north line of said 92.621 acre tract and said south line of said 9.53 acre tract, the following eleven (11) courses:

(1) South 86°58'08" East a distance of 77.96 feet to a found 1/2" iron rod;

(2) North 62°48'33" East a distance of 45.79 feet to a 40D nail found in root of 12" Cedar tree;

(3) North 72°05'13" East a distance of 17.47 feet to a 40D nail found in 10" Cedar tree;

(4) North 80°39'55" East a distance of 23.31 feet to a 60D nail found in base of fence post;

(5) North 81°41'28" East a distance of 168.82 feet to a 60D nail found in 12" Cedar tree;

(6) North 60°56'49" East a distance of 39.32 feet to a 40D nail found;

(7) North 57°46'48" East a distance of 64.79 feet to a 60D nail found in 12" Cedar tree;

(8) North 65°38'37" East a distance of 30.84 feet to a 60D

nail found in 30" Live Oak tree;

(9) North 68°16'06" East a distance of 158.61 feet to a 40D nail found;

(10) North 68°25'55" East a distance of 127.34 feet to a 60D nail found in 10" Cedar tree;

(11) North 72°46'46" East a distance of 108.25 feet to a found iron rod with plastic cap stamped "DIAMOND SURVEYING" for the northeast corner of said 92.621 acre tract, and in the existing west right-of-way line of Ronald Reagan Boulevard (right-of-way width varies);

THENCE with the existing west right-of-way line of Ronald Reagan Boulevard, and the east line of said 92.621 acre tract, the following five (5) courses and distances:

(1) South 27°36'23" East a distance of 96.46 feet to a found iron rod with plastic cap stamped "DIAMOND SURVEYING";

(2) South 15°07'44" East a distance of 55.83 feet to a set 1/2" iron rod with cap marked "LANDESIGN";

(3) South 01°20'00" East a distance of 356.82 feet to a found iron rod with plastic cap stamped "DIAMOND SURVEYING";

(4) South 10°10'14" East a distance of 100.76 feet to a found iron rod with plastic cap stamped "DIAMOND

SURVEYING";

(5) South 23°56'30" East a distance of 432.73 feet to a found 1/2" iron rod for the southeast corner of said 92.621 acre tract, and being on the north line of a called 57.07 acre tract conveyed to MP52 as recorded in Document Number 2012055771 of the O.P.R.W.C.T.;

THENCE with the south line of said 92.621 acre tract and the north line of said 57.07 acre tract, the following twelve (12) course and distances:

(1) South 81°39'46" West a distance for of 531.74 feet to a found iron rod with plastic cap stamped "DIAMOND SURVEYING";

(2) South 81°17'07" West a distance of 639.06 feet to a metal fence corner post;

(3) South 09°38'31" East a distance of 164.03 feet to a found 1/2" iron rod;

(4) South 80°18'44" West a distance of 586.19 feet to a found 1/2" iron rod;

(5) South 09°17'01" East a distance of 36.68 feet to a found 1/2" iron rod;

(6) South 68°47'48" West a distance of 142.01 feet to a found 1/2" iron rod;

(7) South 00°28'08" East a distance of 272.60 feet to a

found 1/2" iron rod;

(8) South 59°00'22" East a distance of 567.45 feet to a metal fence post;

(9) South 31°41'25" West a distance of 74.76 feet to a found 1/2" iron rod;

(10) South 56°38'19" East a distance of 741.46 feet to a found 1/2" iron rod;

(11) South 33°16'35" West a distance of 34.80 feet to a found 1/2" iron rod;

(12) South 52°04'56" East a distance of 39.91 feet to a found 1/2" iron rod for the southwest corner of said 57.07 acre tract; and being on a the north line of Tract 7, Kittie Hill Acres;

THENCE with the south line of said 92.621 acre tract and the remainder of said Tract 7, the following two (2) courses:

(1) South 51°39'00" East for a distance of 81.12 feet to a found iron rod with plastic cap stamped "DIAMOND SURVEYING";

(2) South 17°00'35" West for a distance of 171.42 feet to a found 1/2" iron rod in the south line of said 92.621 acre tract, and in the existing north right-of-way line of Airport Drive (50' Right-of-Way);

THENCE North 71°58'26" West with the south line of said

92.621 acre tract and the north right-of-way line of Airport Drive, a distance of 328.07 feet to a 1/2" iron rod found for angle point in the south line of said 92.621 acre tract, and being the southeast corner of said 52.640 acre tract;

THENCE South 69°17'46" West with the south line of said 52.640 acre tract, the north line of said Kittie Hill Acres, passing an iron found for the northeast corner of said Tract 1, Kittie Hills Acres at a distance of 78.16 feet and continuing a total distance of 120.34 feet to a 1/2" iron rod found for an angle point in the south line of said 52.640 acre tract, and being in the north line of said Tract 1, said Kittie Hill Acres;

THENCE South 69°22'09" West with the south line of said 52.640 acre tract, the north line of said Tract 1, and the north line of said Tract 2 a distance of 681.39 feet to the POINT OF BEGINNING;

SECTION 3. (a) The legal notice of the intention to introduce this Act, setting forth the general substance of this Act, has been published as provided by law, and the notice and a copy of this Act have been furnished to all persons, agencies, officials, or entities to which they are required to be furnished under Section 59, Article XVI, Texas Constitution, and Chapter 313, Government Code.

(b) The governor, one of the required recipients, has

submitted the notice and Act to the Texas Commission on Environmental Quality.

(c) The Texas Commission on Environmental Quality has filed its recommendations relating to this Act with the governor, the lieutenant governor, and the speaker of the house of representatives within the required time.

(d) All requirements of the constitution and laws of this state and the rules and procedures of the legislature with respect to the notice, introduction, and passage of this Act are fulfilled and accomplished.

SECTION 4. (a) Section____.107, Special District Local Laws Code, as added by Section 1 of this Act, takes effect only if this Act receives a two-thirds vote of all the members elected to each house.

(b) If this Act does not receive a two-thirds vote of all the members elected to each house, Subchapter C, Chapter_____, Special District Local Laws Code, as added by Section 1 of this Act, is amended by adding Section____.107 to read as follows:

Sec. 8309.107. NO EMINENT DOMAIN POWER. The district may not exercise the power of eminent domain.

(c) This section is not intended to be an expression of a legislative interpretation of the requirements of Section 17(c), Article I, Texas Constitution.

SECTION 5. Except as provided by Section 4 of this Act:

(1) this Act takes effect immediately if it receives a vote of two-thirds of all the members elected to each house, as provided by Section 39, Article III, Texas Constitution; and

(2) if this Act does not receive the vote necessary for immediate effect, this Act takes effect September 1, 2013.

AGENDA ITEM # 21

Executive Summary

February 7, 2013

Council Agenda Subject: Section 2.05 At Will Employer, Section 2.02 Political Activity and Article 8, Adverse Action: Section 8.01 b (xiii) of the Personnel Policy Manual

Background: The current Personnel Policy Manual was last updated on June 3, 2010. This policy is currently undergoing extensive review and revisions.

Section 2.05 At Will Employer is being revised to provide uniformity to the proposed changes identified in Section 2.02 and 8.01 b (xiii).

Section 2.02 Political Activity is being revised to refine the political activity requirements that a City employee must abide by when: 1) while on duty or in a uniform, 2) political participation and 3) applying or holding elective office.

Article 8, Adverse Action: Section 8.01 b (xiii) Political Activities is being revised to support Section 2.02 Political Activity. The Section 8.01 b (xiii) will refer the reader back to "See Section 2.02" for factors the City may use when considering if an employee or candidate violated the Political Activity rules.

Financial Considerations: N/A

Recommendation:

Staff proposes updating the City of Leander Personnel Policy Manual, Section 2.05 At Will Employer, Section 2.02 Political Activity and Article 8, Adverse Action; Section 8.01 b (xiii).

Attachments:
-Current Section 2.05 At Will Employer
-Proposed Section 2.05 At Will Employer
-Current Section 2.02 Political Activity
-Proposed Section 2.02 Political Activity
-Current Section 8.01 b (xiii)
-Proposed Section 8.01 b (xiii)

Prepared by:
Cindy Hignite, PHR
HR Manager

Current article in the Personnel Policy Manual

Article 8. Adverse Action

Section 8.01.

(xiii) Political Activities. No employee of the City shall, at anytime, make, receive or solicit contributions, or engage or become involved in any political activity or campaign, with respect to any candidate for City office. No employee shall, while on duty or in uniform, distribute cards, leaflets or other political advertising for any candidate for local, state or federal elective office; nor use or make reference to such employee's city employment for the purpose of soliciting funds or influencing the vote of any employee or citizen. Employees who are approached or contacted by candidates regarding any aspect of City operations should direct that individual to their supervisor. This provision does not prevent an employee from privately expressing opinions to family, friends, co-workers and acquaintances.

When not on duty or in uniform, an employee of the City may engage in political activity and campaigns for and with respect to any government or entity other than the City. Further, this subsection shall not be construed as being applicable to any campaign for office in any association or organization in which such employee is a member, or to the expression of frank opinions by any employee.

An employee who is considering becoming a candidate for any public office should be aware that an announcement for such office may constitute a resignation from the City service. An employee should advise the City Manager in writing prior to announcing for public office and any such employee may consult with the HR Director and/or the City Manager with respect to the position that may be taken by the City in the event of any such announcement.

Proposed Article, Section 8.01 b (xiii) for the Personnel Policy Manual

(xiii) Political Activities. Refer to Section 2.02.

Current: Section 2.02 Political Activity

Section 2.02. Political Activity. When on duty or in uniform, an employee of the City may not engage in any political activity relating to a campaign for any elective public office. No employee of the City shall, at anytime, make, solicit or receive any contribution to the campaign funds of any party, interest group or candidate for use in any city election; and no employee shall participate in any political activity or campaign for or with respect to any candidate in a City election.

For the purposes of this section, a person engages in a political activity if the person:

(a) makes a public political speech supporting or opposing a candidate;

(b) distributes a card or other political literature relating to the campaign of a candidate;

(c) wears a campaign button;

(d) circulates or signs a petition for a candidate;

(e) solicits votes for a candidate or

(f) solicits campaign contributions for a candidate.

When not on duty or in uniform, an employee of the City may engage in political activity for and with respect to political parties, candidates and elections for and with respect to governments and entities other than the City; provided that an employee may not under any circumstance use the fact of his/her City employment to solicit campaign contributions for a candidate other than from members of an employee organization to which that person belongs; and provided further that this provision shall not be interpreted to prevent any employee of the City from making private comments to friends, family and co-workers about or with respect to any candidate for office.

Proposed: Section 2.02 (a). Political Activity

When on duty or in uniform, an employee of the City may not:

a) Engage in any political activity relating to a campaign for any elective public office, or public issues (i.e. bond elections, referendums, initiatives);
b) Use or display a city logo, emblem or slogan while engaging in political activity or public issue;
c) Make a public political speech supporting or opposing a candidate or a public issue;
d) Distribute a card or other political literature relating to the campaign of a candidate or regarding a public issue;
e) Wear a sign, symbol or campaign button supporting or opposing a candidate or public issue;
f) Circulate or sign a petition for a candidate or public issue;
g) Solicit votes for or opposing a candidate or a public issue;
h) Solicit campaign contributions for a candidate or regarding a public issue; or
i) Use their position in any action or activity for or against any candidate for public office in a local, state, or federal election.

Section 2.02 (b) Political Participation

a) Excluding the prohibitions provided in Section 2.02 (a) above, an employee may not be coerced or intimidated with the intent to prevent the employee from participating in a political campaign.
b) No person or entity may coerce an employee to contribute to any political fund, render any political service, or support or oppose any political activity. No one may punish an employee in any way for refusing to support or oppose such political activities.
c) No political activity shall be performed at any time while in City uniform or using City vehicles; provided that an employee may exercise their right to vote while wearing a uniform and while on duty.
d) Employees who are approached or contacted by candidates regarding any aspect of City operations should direct that individual to their supervisor.

Section 2.02(c) Elective Office

(a) An employee is not eligible to be a candidate for the office of mayor or councilmember.
(b) An employee choosing to seek other appointed City positions or non-City elected positions, shall report that intent to his/her Director and to the City Manager prior to applying for the appointment or filing as a candidate. The City Manager will review this activity to determine if potential conflicts of interest, the appearance of a conflict of interest, or other reasons exist that could require the employee to resign from City employment prior to or during the candidacy.
(c) An employee may hold a non-partisan elective office (e.g., local school board) if (1) there will be no actual or apparent conflict in interest between the public office and the employee's position with the City; and (2) the employee will be able to perform all job duties while serving in the public office.

Current: Section 2.05 At Will Employer

Section 2.05. At Will Employer. All employees are hired for an indefinite period of time, and either the employee or the City is free to terminate the employment relationship at will, and at anytime, with or without cause.

Proposed Section 2.05 At Will Employer

(a) All employees are hired and employed for an indefinite period of time, and either the employee or the City is free to terminate the employment relationship at will, and at anytime, with or without cause.

(b) This personnel policy and manual is not applicable to the mayor, or councilmembers or any officer or employee appointed directly by vote of the City Council.

AGENDA ITEM # 22

Executive Summary

February 7, 2013

Agenda Subject: Consider Joint Election Agreement for Participating Entities with Williamson County

Background: The Elections Administrator with Williamson County will be conducting elections for all Participating Entities within the County holding elections on the same day. The City of Leander will be having joint elections with the City of Cedar Park and LISD. The attached Agreement will allow the sharing of the cost of election judges and equipment and also the sharing of polling locations. This contract has been reviewed by the City Attorney.

Origination: Debbie Haile TRMC, City Secretary

Recommendation: Staff recommends Council approval of this Agreement

Attachments: Joint Election Agreement

Prepared by: Debbie Haile TRMC, City Secretary

JOINT ELECTION AGREEMENT
(WILLIAMSON COUNTY PARTICIPATING ENTITIES)

WHEREAS, the undersigned political subdivisions, collectively referred to hereinafter as the "**Participating Entities**", will each hold an election(s) on from the date of execution through the renewal terms of the associated Election Services Contract executed between the countersigning District and the Contracting Officer; and

WHEREAS, each of the Participating Entities (i) is located partially or entirely within Williamson County, Texas (the "**County**"), and (ii) shares an election precinct with at least one other Participating Entity; and

WHEREAS, the County has contracted or is contracting with each Participating Entity to conduct and provide election services for such Participating Entity's election from the date of execution through the renewal terms of the associated Election Services Contract executed between the countersigning District and the Contracting Officer; and

WHEREAS, the Participating Entities all desire to enter into a joint election agreement for the purpose of sharing election equipment, costs, election officials, and sharing precinct polling locations, and election ballots where appropriate; and

WHEREAS, the Participating Entities desire to define and establish some specific details of this agreement, if applicable, and attach those details hereto in ATTACHMENT A.

NOW, THEREFORE, the Participating Entities agree as follows:

I. Scope of Joint Election Agreement

The Participating Entities enter this Joint Election Agreement ("**Agreement**") for the conduct of the elections to be held from the date of execution through the renewal terms of the associated Election Services Contract executed between the countersigning District and the Contracting Officer.

II. Appoint Election Officer

The Participating Entities appoint the Williamson County Elections Administrator to serve as the Election Officer for each Participating Entity in order to perform and supervise the duties and responsibilities of the Election Officer for any election from the date of execution through the renewal terms of the associated Election Services Contract executed between the countersigning District and the Contracting Officer.

III. Early Voting and Election Day

Early Voting In Person and Election-day voting shall be held in common precincts where appropriate at the dates, times, and locations recommended by the Election Officer and authorized and ordered by the governing body of each Participating Entity.

IV. Miscellaneous Provisions

1. This Agreement becomes effective upon execution by all Participating Entities. The obligations of the Agreement will continue as to each Participating Entity until each Participating Entity has made full payment of its share of election costs under this Agreement and other agreements related to elections from the date of execution through the renewal terms of the associated Election Services Contract executed between the countersigning District and the Contracting Officer. In the event any of the Participating Entities cancels its election in accordance with Section 2.053 of the Texas Election Code, then this Agreement shall terminate as to such entity upon receipt by the Williamson County Elections Administrator of notice of cancellation of the election.

2. Notice under this Agreement must be in writing and may be affected by personal delivery or by certified mail to the Participating Entities at the addresses set forth on the signature pages hereto.

3. This Agreement may not be amended or modified except in writing executed by each Participating Entity.

4. The obligations under this Agreement are performable in Williamson County, Texas.

5. Venue for any dispute arising under this Agreement shall be in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and the United States of America.

6. If any provision of this Agreement is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect the remaining provisions of this Agreement; and the Participating Entities shall perform their obligations under this Agreement as expressed in the terms and provisions of this Agreement.

* * *

IN WITNESS WHEREOF, this Agreement is executed on the dates set forth below to be effective the ___ day of _____, 2013.

WILLIAMSON COUNTY, TEXAS

By: _____
Name: _____
Title: _____

Date: _____

COUNTERPART SIGNATURE
JOINT ELECTION AGREEMENT
(WILLIAMSON COUNTY ENTITIES)

CITY OF LEANDER, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

AGENDA ITEM # 23

Executive Summary

February 7, 2013

Agenda Subject: Consider approval of Contract of Election Services with Williamson County

Background: The Elections Administrator with Williamson County will be conducting the election for the City of Leander for both Williamson and Travis County voters for the May 11, 2013 Election. The attached contract outlines the duties of the Williamson County Election Administrator and the duties of the City of Leander Elections Officer. This contract has been reviewed by the City Attorney.

Origination: Debbie Haile TRMC, City Secretary

Recommendation: Staff recommends Council approval of this Contract

Attachments: Contract for Election Services

Prepared by: Debbie Haile TRMC, City Secretary

CONTRACT FOR ELECTION SERVICES

THIS CONTRACT FOR ELECTION SERVICES (this "**Contract**") is made and entered into by and between the ELECTIONS ADMINISTRATOR OF WILLIAMSON COUNTY, TEXAS("**Contracting Officer**"), and the entity set forth on the signature page of this Contract(the "**District**"), pursuant to the authority under §31.092(a) of the Texas Election Code.

RECITALS

WHEREAS, the District expects to call an election during the term of this Contract and during any renewal term of this Contract (the "**Election**");

WHEREAS, the District desires that certain election services for the Election be provided by the Contracting Officer pursuant to Chapter 31, Subchapter D of the Texas Election Code; and

WHEREAS, the Contracting Officer and the District desire to enter into a contract setting out the respective responsibilities of the parties;

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the parties to this Contract agree as follows with respect to the coordination, supervision, and running of the Election:

I. PURPOSE; SCOPE; APPOINTMENT.

A. The purpose of this Contract is to maintain consistency and accessibility in voting practices, polling places, and election procedures in order to best assist the voters of the District. For purposes of this Contract, the term "**Election**" will include any resulting recount, or election contest. If a run-off is necessary, the District will work with the Contracting Officer to determine a mutually acceptable run-off date.

B. The Contracting Officer is hereby appointed to serve as the District's Election Officer and Early Voting Clerk to conduct the Election for all areas in which the District is located. As District's Election Officer and Early Voting Clerk, the Contracting Officer will coordinate, supervise, and conduct all aspects of administering voting in connection with the Election in compliance with all applicable law, except as otherwise provided in this Contract.

II. RESPONSIBILITIES OF CONTRACTING OFFICER. The Contracting Officer shall be responsible for performing the following services and furnishing the following materials and equipment in connection with the Election:

A. ***Nomination of Presiding Judges and Alternate Judges.*** Contracting Officer will recruit and appoint all election workers. Such proposed presiding judges and alternate judges shall meet the eligibility requirements in Subchapter C of Chapter 32 of the Texas Election Code.

B. ***Notification to District.*** Contracting Officer will provide District with the most up-to-date list of early voting polling places, Election Day polling places, and presiding and alternate judges three weeks before the statutory deadline to order the election and again three weeks before Election Day. District acknowledges that the information provided may not be final or complete.

The District acknowledges that the information provided may not be final or complete at the time provided.

C. ***Notification to Presiding and Alternate Judges; Appointment of Clerks.***

1. The Contracting Officer shall notify each presiding judge and alternate judge of his or her appointment. The notification will also include the assigned polling location, the date of the election school(s), the date and time of the election, the rate of compensation, the number of election clerks the presiding judge may appoint, the eligibility requirements for election workers, and the name of the presiding or alternate judge, as appropriate. The Contracting Officer shall notify each of the election judges and alternates of their appointment and to the selection of Election Day clerks. Included in this notification will be the number of clerks that each precinct can appoint in addition to the election judge and alternate judge. The election judge is responsible for recruiting and supervising their clerks. Notification to the election judges and alternates shall be made no later than 20 days from the date of the election unless the Contracting Officer appoints a judge after this date.

2. The Contracting Officer shall ensure that the presiding judges make the appropriate election clerk appointments and notify the clerks of such appointments. The presiding election judge of each polling place, however, will use his or her discretion to determine when additional manpower is needed during peak voting hours. The Contracting Officer will determine the number of clerks to work on the Balloting Board and any central tabulation stations.

D. ***Contracting with Third Parties.*** In accordance with §31.098 of the Texas Election Code, the Contracting Officer is authorized to contract with third persons for election services and supplies. The actual cost of such third-person services and supplies will be paid by the Contracting Officer and reimbursed by the District.

E. ***Election School(s).*** The Contracting Officer shall be responsible for conducting one or more, in his discretion, election schools to train the presiding judges and alternate judges in the conduct of elections, including qualifying voters and provisional voting. The Contracting Officer shall determine the date, time, and place for such school(s) and notify the presiding judges and alternate judges of such. The Contracting Officer may hold the election school(s) on a Saturday in order to increase its availability to election workers who are employed during the regular work week.

F. ***Election Supplies.*** The Contracting Officer shall procure, prepare, and distribute to the presiding judges for use at the polling locations on Election Day (and to the early voting clerks during early voting) the following election supplies: election kits (including the appropriate envelopes, sample ballots, lists, forms, name tags, posters, and signage described in Chapters 51, 61, and 62, and Subchapter B of Chapter 66 of the Texas Election Code), pens, pencils, tape, markers, paper clips, ballot box seals, sample ballots, tacks, and all consumable-type office supplies necessary to hold an election.

G. ***Registered Voter List.*** The Contracting Officer shall provide all lists of registered voters required for use on Election Day and for the early voting period required by law. The Election Day list of registered voters shall be arranged in alphabetical order by each precinct.

H. ***DREs.*** The Contracting Officer shall provide, at each polling location, at least one voting station with a voting system that: (i) fully complies with applicable law relating to accessible voting systems which make voting accessible for disabled voters; and (ii) provides a practical and effective means for voters with physical disabilities to cast a secret ballot.

I. ***Precinct Ballot Counters and Transport Bags.*** The Contracting Officer shall make available for use in the election the appropriate number of Williamson County-owned precinct

ballot counters and transport bags to carry election supplies. The precinct ballot counters and transport bags will be returned to the Contracting Officer at the conclusion of the election. The Contracting Officer shall deliver the precinct ballot counters (M100s) and have transport bags (containing election supplies) ready to be picked up by each presiding judge, or the designee of the presiding judge, prior to the early voting period (for early voting) and 2 days before Election Day (for Election Day voting) at 301 SE Inner Loop, Georgetown, Texas 78626 and shall notify each presiding judge of the time such shall be ready.

J. ***Ballots.*** The Contracting Officer shall be responsible for the preparation, printing, programming, and distribution of ballots and sample ballots, provided that the District will prepare the text of such ballots as set forth in Section III.C. below. Without limiting the foregoing, the Contracting Officer will be responsible for the programming of the direct recording electronic voting devices (referred to as DREs) and the printing of ballots requested by mail. The Contracting Officer shall be responsible for distributing the DREs along with the election supplies. In addition, the Contracting Officer will prepare the paper, optical, and auditory ballots for the election. The ballots shall be in English with the Spanish translation included.

K. ***Early Voting.*** In accordance with §§31.096 and 31.097(b) of the Texas Election Code, the Contracting Officer will serve as Early Voting Clerk for the District's elections.

1. The Contracting Officer shall supervise and conduct early voting by mail and personal appearance and shall secure personnel to serve as Early Voting Deputies.

2. Early voting by personal appearance for the election shall be conducted during the hours and time period and at the locations as determined by the Contracting Officer.

3. The Contracting Officer shall receive mail ballot applications on behalf of the District. All applications for mail ballots shall be processed in accordance with Title 7 of the Texas Election Code by the Contracting Officer or his deputies at 301 SE Inner Loop, Ste 104, PO Box 209, Georgetown, Texas 78627-0209. Applications for mail ballots erroneously mailed to the District shall be faxed as promptly as possible to the Contracting Officer for timely processing. The original application shall then be forwarded to the Contracting Officer for proper retention.

4. Early voting ballots cast by personal appearance shall be secured and maintained at 301 SE Inner Loop, Georgetown, TX and in accordance with Chapter 87 of the Texas Election Code. The Early Voting Ballot Board shall meet at 301 SE Inner Loop, Ste 104, Georgetown, TX on the day after early voting ends.

L. ***Election Day Polling Locations.*** The Election Day polling locations are determined by the Contracting Officer. The Contracting Officer shall arrange for the use of all Election Day polling places and shall arrange for the setting up of all polling locations for Election Day, including ensuring that each polling location has the necessary tables, chairs, and voting booths. The District understands that the cost of services to be rendered by the Contracting Officer includes a pro rata share of any fees charged by the entity providing the poll site and the cost of all employee services required to provide access, security, or custodial services for the polling location(s).

M. ***Ballot Tabulation.*** The Early Voting Ballot Board shall be responsible for handling ballot tabulation in accordance with statutory requirements and county policies, under the auspices of the Contracting Officer, and will, thereafter, transport all election records to the Contracting Officer.

N. ***Manual Counting.*** The Contracting Officer shall conduct a manual count as prescribed by §127.201 of the Texas Election Code and submit a written report to the District in a timely

manner. The Secretary of State may waive this requirement. If applicable, a written report shall be submitted to the Secretary of State as required by §127.201(E) of the aforementioned code.

O. ***Election Reports.*** The Contracting Officer shall prepare the unofficial tabulation of precinct results under §66.056(a) of the Texas Election Code and provide a copy of the tabulation to the District as soon as possible after the Contracting Officer has received the precinct returns on election night. If the District is located in both Williamson and Travis Counties, the Contracting Officer shall also provide a copy of the tabulation to the Travis County Central Counting Station, if requested, as soon as possible after the Contracting Officer has received the precinct returns on election night.

P. ***Custodian of Voted Ballots.*** The Contracting Officer is hereby appointed the custodian of voted ballots and shall preserve them in accordance with Chapter 66 of the Texas Election Code and other applicable law. After complying with the retention period, the Contracting Officer shall forward election material, including voted ballots, to the District, if requested.

Q. ***Schedule for Performance of Services.*** The Contracting Officer will perform all election services in accordance and compliance with the time requirements set out in the Texas Election Code.

R. ***Compensation of Election Workers.*** The Contracting Officer will compensate all election workers, including Election Day and early voting judges, clerks, deputies and other workers, as applicable, and judges for election night and early voting returns, in accordance with the Contracting Officer's established compensation policies.

S. ***Pre-Clearance.*** The District shall be individually responsible for obtaining appropriate pre-clearance, if necessary, from the United States Department of Justice. The Contracting Officer will provide the District with information on changes affecting the District's election, such as polling place changes and changes in voting equipment, when such changes are confirmed, verified, or otherwise become known to him or his office.

III. RESPONSIBILITIES OF THE DISTRICT. The District shall assume the following responsibilities:

A. ***Applications for Mail Ballots.*** The District shall date stamp and then as promptly as possible fax to the Contracting Officer all applications for mail ballots that it receives. Promptly thereafter, the District shall deliver or send by mail the original mail ballot applications to the Contracting Officer.

B. ***Election Orders, Election Notices, Canvass.*** The District will be responsible for preparing, adopting, publishing, and posting all required election orders, resolutions, notices, and other documents, including bilingual materials, evidencing action by the governing authority of the District necessary to the conduct of the Election. The District will be responsible for conducting the official canvass of the Election.

C. ***Ballot Text.*** The District will be responsible for preparing the text for the District's official ballot in English and Spanish, or other languages as required by law. The District will provide the Contracting Officer with a list of propositions showing the order and the exact manner in which the candidates' names and the propositions are to appear on the official ballot. The District shall also provide approval once the Contracting Officer submits it for review by e-mail or by signature in person.

D. ***Custodian of Records.*** The Contracting Officer will serve as the custodian of voted ballots as set forth in Section II.P. above. The District will be responsible for having a District representative serve as the custodian of all other election records.

E. ***Annual Voting Report.*** The District will be responsible for filing its annual voting system report to the Secretary of State as required under Chapter 123 *et seq.* of the Texas Election Code.

IV. PAYMENT

A. ***Charges.*** In consideration for the joint election services provided hereunder by the Contracting Officer, the District will be charged a share of election costs, an administrative fee, and for the lease of voting equipment.

1. Share of Election Costs. The District's share of election costs will be (i) a base fee of $1,000.00, (ii) plus a pro rata share of the total of all costs incurred by the Contracting Officer in connection with the administration of elections of other entities held at the same time as the Election. The sum of the base charges from all participating entities will be subtracted from the total of all costs before allocating the remaining costs to each entity. Each entity's share of the remaining (allocated) costs will be determined as follows: The number of registered voters in each individual participating entity will be divided by the number of all registered of all participating entities to determine each entity's pro rata share expressed as a percentage, which will then be multiplied against each of the allocated costs (remaining costs after base charges are subtracted) as itemized on the final Total Cost report/invoice submitted to each District after the election. The end result will be a charge to the District of $1,000.00 plus the District's allocated share of county-wide election costs not covered by the sum of all base fees received.

2. Administrative Fee. The Contracting Officer will charge a fee equal to 10% of the District's **actual** share of the total costs of each Election in accordance with Section 31.100(d) of the Texas Election Code.

3. Lease of Voting Equipment. Per Texas Election Code Section 123.032(d), the Williamson County Commissioners Court has established the following prices for leasing county-owned voting equipment:

- $309.50 per ADA iVotronic DRE;
- $250.00 per iVotronic DRE;
- $85.00 per iVotronic printer;
- $274.43 per electronic pollbook; and
- $475.00 per M100 precinct ballot counter (Election Day only).

The District's share of voting equipment costs will be determined on a pro rata basis. Leasing cost will be calculated once for the early voting period (excluding M100 precinct ballot counters) and once for Election Day. If the County acquires additional equipment, different voting equipment, or upgrades existing equipment during the term of this Contract, the charge for the use of the equipment may be reset by the Williamson County Commissioners Court.

B. ***Partial Payment.*** The District agrees to pay the Contracting Officer the $1,000.00 base fee as part of the 67% deposit of the estimated cost no later than the 50th day before the election, to cover a portion of the estimated projected share of election costs. The Contracting Officer will provide an estimate in the form of an invoice as soon as possible after 60 days before Election Day. As soon as reasonably possible after Election Day, the Contracting Officer will submit an itemized invoice (properly supported by time sheets, invoices, and receipts, as applicable) to the District for the actual expenses directly attributable to the services provided to the District hereunder.

The deposit for each political subdivision will be based on educated estimate from elections in previous years. For May elections, the deposit will be based on a cost figure multiplied by the

number of registered voters in the political subdivision. Before each May election, The Elections Department will send an estimate to the participating jurisdictions based on previous elections.

For November elections, the projected estimate is based on the how many precincts the territory of the participating jurisdiction covers. After the number of jurisdictions is established, the Elections Department will send an estimate to each participating entity.

C. ***Final Payment.*** In the event the actual election costs exceed the District's partial payment, the difference between the actual costs and the partial payment will be paid by the District within 30 days after receiving an itemized invoice from the Contracting Officer. Payment shall be made by check payable to WILLIAMSON COUNTY and mailed to:

Rick Barron
Elections Administrator
PO Box 209
Georgetown, TX 78627-0209

Any monies remaining after the payment of all costs of elections bills shall be the property of the District and returned to it. If the District disputes any portion of the invoice, the District shall pay the undisputed portion of the invoice, and the parties will discuss in good faith a resolution of the disputed portion. Payments made by the District in meeting its obligations under this Contract shall be made from current revenue funds available to the governing body of the District.

V. TERM AND TERMINATION

A. Initial Term. The initial term of this Contract shall commence upon the last party's execution hereof and shall continue thereafter in full force and effect for one year, subject to the termination rights set forth herein.

B. Renewal. Subject to the termination rights set forth herein, this Contract shall automatically renew for five additional one-year terms. Should the District want more than five one-year terms, the District may submit the change to the Contracting Officer.

C. Termination for Convenience. Either party may terminate this Contract for convenience and without cause or further liability upon thirty (30) business day's written notice to the other party. In the event of termination, it is understood and agreed that only the amounts due to Contracting Officer for services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for either party's termination of this Contract for convenience.

D. Termination for Cause. If either party commits an Event of Breach (a breach of any of the covenants, terms, and/or conditions of this Contract), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within three (3) business days of receipt of the notice, additional steps may be taken to terminate this Contract. If the breaching party begins a good faith attempt to cure the Event of Breach within three (3) business days, then and in that instance, the three (3) business day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the breach within three (3) business days or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies available hereunder and under the law, terminate this Contract.

VI. COMMUNICATIONS

A. The District and the Election Officer shall each designate a member of their staff to serve as the primary contact for the respective offices under this Contract and provide the name and contact information for that individual to each entity.

B. Throughout the term of this Contract, the District and the County will engage in ongoing communications related to District elections, the use of County's voting equipment, and the delivery of services under this Contract, elections division staff members, and other election workers shall meet with the District to discuss and resolve any problems which might arise under this Contract.

C. The Election Officer shall be the main point of media contact for election information related to election administration. The District shall designate a contact to be the main point of contact for matters related to the content of the District's ballot or candidates.

VII. GENERAL PROVISIONS

A. ***Nontransferable Functions.*** In accordance with §31.096 of the Texas Election Code, nothing in this Contract shall be construed as changing:

1. the authority with whom applications of candidates for a place on the ballot are filed;

2. the authority with whom documents relating to political funds and campaigns under Title 15 of the Texas Election Code are filed; or

3. the authority to serve as custodian of election records, except that the Contracting Officer, will serve as the custodian of voted ballots as set forth in §II.P above.

B. ***Cancellation of Election.*** If the District cancels its election pursuant to §2.053 of the Texas Election Code, the Contracting Officer shall only be entitled to receive the actual expenses incurred before the date of cancellation in connection with the election and a cancellation fee of $50. The Contracting Officer shall submit an invoice for such expenses (properly supported as described in Article IV above) as soon as reasonably possible after the cancellation and the District shall make payment therefore in a manner similar to that set forth in Article IV above. The Contracting Officer agrees to use reasonable diligence not to incur major costs in connection with election preparations until it is known that the election will be held, unless the District authorizes such major costs in writing.

C. ***Contract Copies to Treasurer and Auditor.*** In accordance with §31.099 of the Texas Election Code, the Contracting Officer agrees to file copies of this Contract with the County Treasurer of Williamson County, Texas and the County Auditor of Williamson County, Texas.

D. ***Representatives.*** For purposes of implementing this Contract and coordinating activities hereunder, the District and the Contracting Officer designate the following individuals, and whenever the contract requires submission of information or documents or notice to the District or the Contracting Officer, respectively, submission or notice shall be to these individuals:

For the District:

For the Contracting Officer:

Rick Barron
Elections Administrator
Williamson County
PO Box 209
Georgetown, TX 78627
Tel: (512) 943-1622

E. ***Amendment/Modification.*** Except as otherwise provided, this Contract may not be amended, modified, or changed in any respect whatsoever, except in writing, duly executed by the parties hereto. No official, representative, agent, or employee of Williamson County has any authority to modify this Contract except pursuant to such expressed authorization as may be granted by the Commissioners Court of Williamson County, Texas. No official, representative, agent, or employee of the District has any authority to modify this Contract except pursuant to such expressed authorization as may be granted by the governing body of the District. Both the Contracting Officer and the District may propose necessary amendments or modifications to this Contract in writing in order to conduct the Election smoothly and efficiently, except that any such proposals must be approved by the Contracting Officer and the governing body of the District or its authorized agent, respectively.

F. ***Relationship of the Parties.*** Each party to this Contract, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

G. ***Severability.*** If any provision of this Contract is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this Contract; and, parties to this Contract shall perform their obligations under this Contract in accordance with the intent of the parties to this Contract as expressed in the terms and provisions of this Contract.

H. ***Third Party Beneficiaries.*** Except as otherwise provided herein, nothing in this Contract, expressed or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights or remedies under or by reason of this Contract.

I. ***Entire Agreement.*** This Contract contains the entire agreement of the parties relating to the rights herein granted and the obligations herein assumed and supersedes all prior agreements, including prior election services contracts and prior agreements to conduct joint elections. Any prior agreements, promises, negotiations, or representations not expressly contained in this Contract are of no force and effect. Any oral representations or modifications concerning this Contract shall be of no force or effect, excepting a subsequent modification in writing as provided herein.

* * *

WITNESS BY MY HAND THIS THE _____ DAY OF _____, 20____.

CONTRACTING OFFICER:

_____
Rick Barron, Elections Administrator
Williamson County, Texas

WITNESS BY MY HAND THIS THE _____ DAY OF _____, _____.

THE DISTRICT:

Name of Entity: City of Leander

By: _____

Printed Name: Christopher Fielder

Official Capacity: Mayor

ATTEST:

_____
Debbie Haile, City Secretary

AGENDA ITEM # 24

Executive Summary

February 7, 2013

Agenda Subject: Discuss and Consider Amendments to the City Charter to be placed on the May 11, 2013 Ballot

Background: The Charter Review Committee made the recommendations on possible amendments to the City Charter in a Final Report presented to the City Council. At the Council Retreat the amendments were discussed. The City Attorney has reviewed the amendments and the City Council will vote to determine which ones will go on the ballot for the citizens to vote on at the General Election on May 11, 2013.

Origination: Debbie Haile TRMC, City Secretary

Recommendation: N/A

Attachments: Proposed Charter Amendments

Prepared by: Debbie Haile TRMC, City Secretary

Proposed Charter Amendments
2012 Charter Review Commission

A. **Section 3.09. Compensation**. The members of the council shall serve without financial compensation provided that, on approval by the council, they shall be entitled to reimbursement for necessary expenses incurred in the performance of official duties **that have not been reimbursed from any other source**.

[*Note: The Charter Commission suggests the Council adopt an ordinance to implement this section and include in it that Councilmembers must submit signed reimbursement requests verifying that the Councilmember has not been reimbursed for the expenses by any other person or entity.*]

There appeared to be a general consensus that this change could be done by Ordinance and signed requests for reimbursements be required.

B. **Sections 4.03(f), 4.08(new), 10.04, 12.01 – Board, committee, and commission appointments**

4.03(f)
(f) Provide for boards and commissions required in this charter and as deemed necessary by the council, and appoint all such boards and commissions after receiving a recommendation by the board selection committee ~~upon recommendation of the mayor~~;

There were no objections to the above changes.

Section 4.08. Board Selection Committee. There shall be a board selection committee consisting of three members of the city council nominated by the mayor and approved by majority vote of the city council. Except for the board selection committee, the members and alternates of any board, committee, or commission required by this charter or established by the city council shall be selected after the council receives the recommendations of the board selection committee. All nominees shall be subject to council approval by majority vote. ~~Board selection committee members shall serve a one-year term, and members may not be appointed to serve consecutive terms.~~

It was suggested that the line above in red be removed from the paragraph.

Section 10.04. Planning Commission. There shall be a seven (7) member planning commission. The members must be qualified voters that have resided within the city for one year next preceding their appointment. A minimum of two-thirds of the members shall be citizens not directly or indirectly connected with real estate and land development. The members shall be appointed to staggered terms of office in a manner to result in the terms of office that expire in October of any year being equal to the number of members of the city council scheduled to be elected in that year. ~~The members of the council elected at a general election shall each be entitled to nominate one appointee to a place on the commission, when the term of office for that position expires in October following the general election.~~ All nominees shall be subject to council approval by majority vote, and the term of the commissioners shall be the same number of years as that of the members of the council. ~~Vacancies shall be filled for the unexpired term, on nomination by the member of council holding the office entitled to make the original nomination.~~ The planning commission shall elect a chairperson from among its membership and shall meet not less than once each month. ~~Vacancies in an unexpired term shall be filled by the council for the remainder of the term.~~

There were no objections to the above changes.

Section 12.01. Ethics Commission. The city council shall adopt and from time to time modify and amend an ordinance providing an ethics policy and code of conduct applicable to the officers, employees, board and commission members of the city. An ethics commission composed of seven citizens of the city shall be established to advise the council on the content and requirements of the ethics policies and ordinance, and to hear and decide complaints filed pursuant to such policies and ordinance. ~~Each member of the council shall appoint one member of the commission, subject to the approval by vote of the council.~~ The members of such commission shall be appointed, supervised and removed by the city council and shall meet upon a complaint or grievance being filed and at the request of the council or the city manager. The commission shall have authority and power to investigate complaints, gather and hear evidence, issue and enforce subpoenas to compel the attendance of witnesses and any evidence or documents, to decide ethics complaints based on the information and facts submitted, to issue written opinions, verbal or written reprimands and to admonish, and, in appropriate circumstances, to recommend to the city council and/or the city manager as appropriate more severe disciplinary action, including recall, termination, civil litigation or criminal charges. The ethics commission shall be advised by independent legal counsel nominated by the city attorney and appointed by the council.

There were no objections to the above changes.

[*Note: The Charter Commission suggests that the Council adopt an ordinance to implement the above sections and include the more detailed aspects of the process, such as application requirements, application review process, and time of Commission appointment. Specific recommendations are as follows:*

- *Require that the applicants submit an application to the City Secretary who vets for qualifications (registered voter, resident, etc)*
- *Establish a specific time for board selection committee appointments. (Ideally within a month or so after the election)*
- *Clarify that any vacancy on any board or commission is to be filled in the same manner using the Board Selection Commission and that such vacancies are, in all cases, filled only for the remained of unexpired terms.]*

C. *Note: The Commission provided several options for amendment of this section, and set forth reasons for doing so in the Charter Commission Report. See Charter Commission Report for detailed information regarding the Commission's discussion about this section:*

Option i: Requiring a Filing Fee, amount set by ordinance:
Section 5.05. Filing for Office. Candidates for office shall make application for a place on the ballot within the times prescribed by the Texas Election Code. In the absence of a filing deadline established by state law, applications for a place on the ballot shall be filed no later than 5 p.m. of the 45th day before election day. All applications shall designate the position sought and applications for councilmember shall include the Place number. **The application shall be accompanied by a filing fee in the amount established by ordinance. In lieu of paying the filing fee, the application shall be accompanied by a petition satisfying the requirements established by ordinance.**

There was a general preference for this option.

Option ii: Requiring a Filing Fee, amount set by Charter:
The application shall be accompanied by a filing fee in the amount of $50.00. In lieu of paying the filing fee, the application shall be accompanied by a petition requesting that the applicant be placed on the ballot signed by qualified voters equaling at least one-half of one (0.5) percent of the total vote received by all candidates for mayor in the most recent mayoral general election, or by twenty-five (25) qualified voters, whichever is the greater number. Each signer next to his signature shall indicate voter registration number, date of signing, the signer's printed name, and the street address of his place of residence. Such petitions shall also meet all requirements established by the Texas Election Code.

Option iii: Requiring a Filing Fee, threshold for amount set by Charter:
The application shall be accompanied by a filing fee in the amount established by ordinance not to exceed $50.00. In lieu of paying the filing fee, the application shall be accompanied by a petition requesting that the applicant be placed on the ballot signed by qualified voters equaling at least one-half of one (0.5) percent of the total vote received by all candidates for mayor in the most recent mayoral general election, or by twenty-five (25) qualified voters, whichever is the greater number. Each signer next to his signature shall indicate voter registration number, date of signing, the signer's printed name, and the street address of his place of residence. Such petitions shall also meet all requirements established by the Texas Election Code.

D. Section 5.05(b) – Clarification to provision prohibiting candidates from filing for more than one office or place in any election

(b) No candidate may file for more than one (1) **City** office or place ~~per election~~ **in an election or elections held on the same date**.

A second option that was discussed was removal of the word "City" from the above language.

E. 5.07(d) – Method of indicating vote on ballot on measure.
(d) Ballots On Measures. Ballots for ordinances, bond issues, and charter amendments shall be presented for voting by ballot title. The ballot title of a measure may differ from its legal title but shall be a clear, concise statement, approved by majority of the council, describing the substance of the measure without argument or prejudice. Below the ballot title shall appear the following question: "Shall the above described (ordinance) (bond issue) (amendment) be adopted?" Immediately below or to the left of such question shall appear, in the following order, the words "Yes" and "No" each with a square in which the voter may cast his vote ~~by marking a cross (X)~~. **in the manner prescribed by state law. In the absence of a method for casting a vote on a measure provided by state law, the voter shall cast his vote by placing an "X" or other mark that clearly shows the voter's intent in the appropriate square that is beside the measure and that indicates the way the voter desires to vote on the measure.**

There was a general consensus that this is a clean-up item.

F. Section 6.07 – Notice Provisions – Initiative and Referendum Petitions

Section 6.07. Examination and Sufficiency. The city secretary shall examine each signature separately and disqualify any signature not having all of the information required, or not found to be that of a qualified voter of the city, determine whether the petition contains the requisite number of valid signatures, ~~and~~ complete a certification

as to the sufficiency of the petition signatures, **and notify the petitioner by certified mail of the sufficiency of, or any insufficiencies in, the petition,** within fourteen (14) days following the date the circulated petition is filed with the city secretary. ~~The petitioner shall be notified by certified mail of the sufficiency of, or any insufficiencies in, the petition.~~

If the petition is certified as sufficient, the city secretary shall present a certificate to the city manager who shall cause the same to be placed on the agenda for the first council meeting that is three or more days after the date of the certification.

If the petition is certified as insufficient due to the disqualification or invalidity of signatures the petitioner shall have fourteen (14) days following the date **of notification by the city secretary of the insufficiencies in the petition** ~~the number of signatures is found insufficient~~ to file a supplementary petition with additional signatures sufficient in number to equal the required number of signatures. Upon supplementary petitions being timely filed, the city secretary shall have seven (7) days from the date such supplementary petition is filed to certify the petition as sufficient or insufficient **and to and notify the petitioner by certified mail of the sufficiency of, or any insufficiencies in, the petition**.

There was a general consensus that this is a clean-up item.

G. **Section 7.06. Police Department**. There shall be a police department to preserve order and protect the residents and property. The chief of police shall be responsible for the administration of the police department and shall annually evaluate the department and all its employees. All such evaluations **and actions** shall be **subject to review and modification by** ~~submitted to~~ the city manager ~~who shall review, modify and revise and submit the same to the council for its review~~.

There was a general consensus that this is a clean-up item to match the fire department.

H. **Reuse Water Provisions**

Section 11.01(b)

(b) Manufacture, produce or provide its own electricity, gas, water, **reuse water,** or any other product, good or commodity that may be required by the public for municipal purposes.

Section 11.04. Franchise for Public Utilities. The council shall have the power to grant, amend, renew, or extend by ordinance, or to deny, the franchise of all public utilities of every character serving the city, including, but not limited to, persons or entities providing electricity, gas, water, sewage, **reuse water,** or telephone service, or any similar commodity or utility to the public. The effective period of public utility

franchises may be set by the council but shall not exceed twenty-five (25) years unless such extended term is specifically approved by a majority of the qualified voters at an election held for that purpose.

Section 11.11. Election Required. No city owned electric utility, gas, water, sewer, **reuse water,** cable television, or telecommunications system, park, swimming pool or other utility shall ever be sold or leased without authorization by a majority vote of the qualified voters of the city voting at an election held for such purpose.

Section 11.12. Contracts Concerning City Property. The council shall have the power to grant, amend, renew or extend contracts concerning the operation and management of any city owned facility, such as a civic center, parks, golf course, swimming pools, water and wastewater treatment plants, **reuse water system,** and any other such property; provided that no such contract shall be let except upon opportunity for competitive bids and proposals, nor exceed a term of ten (10) years unless approved at an election held for such purpose.

There was discussion about possible deletion of this item from the amendments going on the ballot.