AGENDA

CITY COUNCIL
CITY OF LEANDER, TEXAS

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

Thursday ~ March 21, 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: Special Meeting: February 28, 2013
   Regular Meeting: March 7, 2013

6. Second Reading of an Ordinance Case #13-OR-001: amending sections of Article 14.200, the Composite Zoning Ordinance, to modify the Single Family Limited (SFL) use component

7. Second Reading of an Ordinance on Zoning Case #13-Z-004: amending Ordinance #05-018, the Composite Zoning Ordinance for two parcels located at 1048 and 1120 CR 179, Leander, Williamson County, Texas

8. Second Reading of an Ordinance on Zoning Case # 12-Z-026: amending Ordinance #05-018, the Composite Zoning Ordinance for eleven parcels generally located at the southwest corner of RM 2243 and Ronald W. Reagan Blvd, Leander, Williamson County, Texas

PUBLIC HEARING: NO ACTION

9. First Public Hearing on voluntary 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

10. First Public Hearing on voluntary 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

REGULAR AGENDA

11. Consider a License Agreement Renewal with Sudderth Brothers Contracting, Inc

12. Consider an Ordinance readopting Chapter 8, Article 8.500 of the Leander Code of Ordinances; establishing curfews for minors, providing definitions, providing defenses and exceptions and providing penalties

13. Consider an Agreement with Klotz Associates, Inc., for professional services for Hero Way Waterline Design

14. Consider an Agreement with Klotz Associates, Inc., Amending Compensation Limit for Leander "T" Improvements Construction Phase Services

15. Consider an Agreement with Raba Kistner Consultants, Inc., Amending Agreement for Construction Testing Services for the Leander "T" Improvement Project

16. Consider an Ordinance setting Speed Limits for Old 2243 West

17. Council Members Closing Statements

18. 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 15th day of March, 2013 by 5:00 pm pursuant to Chapter 551 of the Texas Government Code.

Debbie Haile

Debbie Haile, TRMC, City Secretary

MINUTES
SPECIAL CITY COUNCIL MEETING
CITY OF LEANDER, TEXAS

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

Thursday ~ February 28, 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

1. Call to Order
   Mayor Fielder called the meeting to order at 6:00 p.m.

2. Roll Call
   Council Members Lynch and Siebold were absent. All others present

3. Consideration of an Ordinance ordering and establishing procedures for the May 11, 2013 Special Election for possible adoption of the Fire Fighters' and Police Officers' Civil Service Law for the Leander Fire Department
   Kent Cagle, City Manager explained

   Motion made by Mayor Fielder to approve with the changes to the ballot language made by the City Attorney. Second by Mayor Pro Tem Cantwell.

   Mayor Fielder did note that this is for the Leander Firefighters only and not the Police. It was also noted that this agenda item is only to call the Special Election and does not indicate whether council is for or against the item

4. Adjournment
   With there being no further business, the meeting adjourned at 6:04 p.m.

Attest:

Christopher Fielder, Mayor

Debbie Haile, City Secretary

MINUTES

CITY COUNCIL
CITY OF LEANDER, TEXAS

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

Thursday ~ March 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
   Mayor Fielder opened the meeting at 7:00 pm and welcomed those in attendance
   Council Member Lynch delivered the invocation

2. Roll Call
   All present

3. Staff Comments: Steve Bosak, Parks & Recreation Director: Public Arts Survey & Eggstravaganza
   Steve Bosak, Parks and Recreation Director spoke about the Public Arts Survey and the Upcoming Egg Stravaganza

4. Citizen Comments: Three (3) minutes allowed per speaker
   Please turn in speaker request form before the meeting begins.
   No speakers

5. Update on the BCRUA *Sponsored by Mayor Fielder and Mayor Pro Tem Cantwell*
   Mayor Fielder and Mayor Pro Tem Cantwell updated the Council

6. Proclamation designating March 2013 as "Hill Country Community Ministries" month in the City of Leander. *Sponsored by Mayor Pro Tem Cantwell*
   Mayor Pro Tem Cantwell read the Proclamation and presented it to Sherry McDonald with Hill Country Community Ministries

CONSENT AGENDA: ACTION

7. Approval of the minutes: Regular Meeting: February 21, 2013

8. Second Reading of an Ordinance for Zoning Case #13-Z-001: amending Ordinance #05-018, the Composite Zoning Ordinance for two parcels located at 950 CR 179, Leander, Williamson County, Texas
   Motion made by Council Member Dishongh to approve. Second by Council Member Siebold. Motion passes, all voting "aye"

PUBLIC HEARING: ACTION

9. **a. Public Hearing** on Subdivision Case #12-CP-007: a Concept Plan for Northside Meadow, for 72.10 acres, more or less, 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
Jim Bechtol, Director of Development Services explained

b. Action on Subdivision Case #12-CP-007: a Concept Plan for Northside Meadow, Leander, Williamson, County, Texas
Motion made by Mayor Pro Tem Cantwell to approve. Second by Council Member Dishongh. Motion passes, all voting "aye"

10. **a. Public Hearing** on Ordinance Case #13-OR-001: amending sections of Article 14.200, the Composite Zoning Ordinance, to modify the Single Family Limited (SFL) use component
Jim Bechtol, Director of Development Services explained

b. Action on Ordinance Case #13-OR-001: amending sections of Article 14.200, the Composite Zoning Ordinance, to modify the Single Family Limited (SFL) use component
Motion made by Council Member Navarrette to approve as per staff recommendations. Second by Mayor Pro Tem Cantwell. Motion passes, all voting "aye"

11. **a. Public Hearing** on Zoning Case #13-Z-004: Consider a zoning change for 10.00 acres, more or less, for two parcels located at 1048 and 1120 CR 179 from interim zoning SFR-1-B, Single Family Rural, to SFC-2-B, Single Family Compact, Leander, Williamson County, Texas
Applicant: John Avery on behalf of G & P Investments
Jim Bechtol, Director of Development Services explained

b. Action on Zoning Case #13-Z-004: amending Ordinance #05-018, the Composite Zoning Ordinance for two parcels located at 1048 and 1120 CR 179, Leander, Williamson County, Texas
Motion made by Mayor Pro Tem Cantwell to approve SFC-2-A as per P & Z recommendation. Second by Council Member Navarrette. Motion passes, all voting "aye"

12. **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 SFR-1-B, Single Family Rural and interim zoning 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
Jim Bechtol, Director of Development Services explained

Scott Foster , representative for the applicant gave a presentation

J.L. Love	**17480 Ronald Reagan Blvd**	**spoke for**
Maggie McLening	**83 Ridgmar Road**	**spoke against**
Jeff Griffith	**62 Fair Oaks**	**spoke against**
Marci Cannon	**731 CR 175**	**spoke for**
Theresa Jeans	**507 Ridgmar Road**	**spoke against**
Diana Field	**504 Ridgmar Road**	**spoke against**
Jennifer Riggs, Attorney	**700 Lavaca St , Austin**	**spoke against**
Gina Simmons	**9E Windemere**	**spoke against**
John Sommerfield	**101 Windemere West**	**spoke for**
Dale Raveney	**7 Windemere**	**spoke for**

B.J. Hogan	**7650 RR 2243**	**spoke for**
John Sorrell	**301 Ridgmar**	**spoke against**
Michael Deur	**13 Fair Oaks**	**spoke against**
Coral Swindall	**133 W Windemere**	**spoke against**
Jeff Swindall	**133 W Windemere**	**spoke against**
Vivek Mehendru	**CR 269**	**spoke for**
Swaram Mehendru	**CR 269**	**spoke for**
Kevin Shuff	**39 Fair Oaks**	**spoke against**
Annette Shuff	**39 Fair Oaks**	**spoke against**
Keith Stewart	**1301 CR 271**	**spoke for**
Lisa Huphan	**123 Windemere**	**spoke for**

The following people did not speak but filled out a form in favor of the zoning:
Frank King – 17600 Ronald Reagan
Barbara King 17600 Ronald Reagan
Tom Reid - 16085 Ronald Reagan
Kathleen Reid - 16085 Ronald Reagan
John Avery Jr. - 3911 Winchester Dr. Cedar Park

The following people did not speak but filled out a form against the zoning:
Fred Johanson – 127 W. Windemere

Mayor Fielder called for council to convene into executive session at 8:31 p.m.
Council reconvened into open session at 8:43 p.m.

b. **Action** on Zoning Case # 12-Z-026: amending Ordinance #05-018, the Composite Zoning Ordinance for eleven parcels generally located at the southwest corner of RM 2243 and Ronald W. Reagan Blvd, Leander, Williamson County, Texas
Motion made by Council Member Siebold to approve the front corner of the lot in a 400 foot square to GC-3-B, the back 100 feet to serve as a buffer to SFS-2-B and the area remaining in the middle to GC-2-B. Second by Council Member Lynch.
Motion passes, all voting "aye"

REGULAR AGENDA

13. Discussion and possible action on amendments to Ordinance #01-009-00, Ethics Ordinance
Kent Cagle, City Manager explained

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

14. Consider an Interlocal Cooperation Agreement regarding the Creation of "The Highland Lakes Firm Water Customers Cooperative"
Pat Womack, Public Works Director explained

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

15. Consider Dedication and Acceptance of Subdivision Infrastructure Improvements for Cold Springs, Section 4
Wayne Watts, City Engineer explained

Motion made by Council Member Siebold to approve upon verification of final payment. Second by Council Member Dishongh. Motion passes, all voting "aye"

16. Discussion and possible formation of the Mayor's Council on Disabilities
Sponsored by Mayor Fielder and Council Member Lynch
Mayor Fielder and Council Member Lynch explained

Should be Mayor's Committee on People with Disabilities

Council Member Lynch wants to get this restarted and working on emergency preparedness. Fire Chief Bill Gardner will serve as the staff liaison.

Motion made by Council Member Lynch to approve the forming of the Mayor's Committee on People with Disabilities. Second by Mayor Pro Tem Cantwell. Motion passes, all voting "aye"

Mayor Fielder asked the City Secretary to begin accepting applications for the committee

17. Council Members Closing Statements
Council Members made their closing statements

18. Adjournment
With there being no further business, the meeting adjourned at 9:18 p.m.

Attest:

Christopher Fielder, Mayor

Debbie Haile TRMC, City Secretary

Executive Summary

March 21, 2013

Agenda Subject: Ordinance Case #13-OR-001: Second reading of the ordinance and consider action on amending sections of article 14.200, the Composite Zoning Ordinance, to modify the Single-Family Limited (SFL) use component.

Background: Staff is proposing amendments to the Composite Zoning Ordinance to modify the Single-Family Limited (SFL) use component. The changes include adjustments to the lot sizes and garage requirements.

Origination: Planning Department

Financial Consideration: None

Recommendation: Staff recommends approval. The Planning & Zoning Commission recommended approval of the items shown in attachment #2. The City Council recommended approval of the proposed amendments in attachment #1 at the March 7, 2013 meeting.

Attachments:

1. Summary of Proposed Amendments
3. Planning & Zoning Commission Recommended Amendments
3. Ordinance

Prepared By: Robin M. Griffin, AICP
Planner

03/08/2013

COMPOSITE ZONING ORDINANCE AMENDMENTS

CODE	CURRENT	PROPOSED
ART II, Sec 2 (e)	(5) A recreational vehicle, mobile home or manufactured home camp or park and an outdoor vendor venue (fixed location) may be approved as a PUD district but is not permitted in any other district.	**(5) The following uses may be approved as a PUD district but is not permitted in any district:** (i) A recreational vehicle, mobile home or manufactured home camp or park (ii) An outdoor vendor venue (fixed location) **(iii) Subdivisions with lots less than forty-one (41') feet in width**
ART III, Sec 6	(a) Statement of Intent The Single-Family Limited use component provides for the 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.	(a) Statement of Intent The Single-Family Limited use component provides for the 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 **and/or transit opportunities**. **(5)** Lots that average less than forty**-five (45')** 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. **(6) Proposals for lots less than forty-one (41') feet wide require PUD zoning as stated in Article II, Section 2 (e) (5) (iii)**

Red = Addition, Blue = Change in Formatting

CODE	CURRENT	PROPOSED
ART III. Sec 6 (c)	(c) Lot Size Minimum Interior Lots: Area 3,500, Width 35', Depth 100' Corner Lots: Area 4,500 sq. ft., Width 45', Depth 100'	(c) Lot Size Minimum Interior Lots: Area **4,100** sq. ft., Width **41'**, Depth 100' Corner Lots: Area **5,100** sq. ft., Width **51'**, Depth 100'
ART III, Sec 6 (d)	(d) Enclosed Garage and Parking (1) A minimum of one garage-enclosed parking space and two additional off-street parking spaces (driveway may be counted toward provision of off-street parking) shall be provided per lot. (2) Parking for other uses shall be provided in accordance with Art. VI, Sec. 3. (3) To keep the front of the structure from being dominated by garage doors, for dwellings less than thirty-five feet wide, the dwelling is limited to a single-wide garage if such garage door is front facing or within 45 degrees of such orientation. The garage may be a tandem garage or may be a double garage with rear or side access. For dwellings less than fifty feet wide but greater than thirty-five feet wide, the dwelling is limited to a double-wide garage if the garage door(s) is (are) front facing or within 45 degrees of such orientation.	(d) Enclosed Garage and Parking (1) A minimum of one garage-enclosed parking space and two additional off-street parking spaces (driveway may be counted toward provision of off-street parking) shall be provided per lot. (2) Parking for other uses shall be provided in accordance with Art. VI, Sec. 3. (3) To keep the front of the structure from being dominated by garage doors, for dwellings **thirty-five (35') feet wide and** less ~~than thirty-five feet wide~~, the dwelling is limited to a single-wide garage if such garage door is front facing or within 45 degrees of such orientation. The garage may be a tandem garage or may be a double garage with rear or side access. For dwellings ~~less than fifty feet wide but greater than~~ **greater than** thirty-five feet wide, the dwelling is limited to a double-wide garage if the garage door(s) is (are) front facing or within 45 degrees of such orientation. **(4) In no case shall the garage be located in front of the primary structure for lots less than fifty (50') feet wide , not including projects that meet the requirements of the SFT (Single-Family Townhouse) use component.**
ART III, Sec 18	LOT SIZE SUMMARY USE DISTRICT: INTERIOR Area 3,500, Width 35', Depth 100'; CORNER Area 4,500, Width 45', Depth 100' SFL	LOT SIZE SUMMARY USE DISTRICT: INTERIOR Area **4,100**, Width **41'**, Depth 100'; CORNER Area **5,100**, Width **51'**, Depth 100' SFL
ART VI, Sec 6 (f) (4)	(4) For lots less than sixty feet wide and zoned SFC, SFL or SFT, residential street facing garages shall be located no closer to the street than five feet in front of the dwelling or roof covered porch, with such dwelling or porch structure being not less than seven feet wide for all portions of the structure adjacent to the garage. For all other lots, residential street facing garages shall be located no closer to the street than the dwelling.	(4) For lots less than sixty feet wide and zoned SFC~~, SFL~~ or SFT, residential street facing garages shall be located no closer to the street than five feet in front of the dwelling or roof covered porch, with such dwelling or porch structure being not less than seven feet wide for all portions of the structure adjacent to the garage. For all other lots, residential street facing garages shall be located no closer to the street than the dwelling.

Red = Addition, Blue = Change in Formatting

ATTACHMENT #3

COMPOSITE ZONING ORDINANCE AMENDMENTS

CODE	CURRENT	PROPOSED
ART III, Sec 6	(a) Statement of Intent The Single-Family Limited use component provides for the 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.	(a) Statement of Intent The Single-Family Limited use component provides for the 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 **and/or transit opportunities**.

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS AMENDING SECTIONS OF ARTICLE 14.200, THE COMPOSITE ZONING ORDINANCE; PROVIDING ADDITIONAL USES THAT MAY BE APPROVED AS A PUD DISTRICT TO THE USES NOT PERMIITED IN ANY DISTRICT SECTION; CHANGING THE SFL PROVISIONS, UPDATING THE LOT SIZE SUMMARY AND SIZE MINIMUMS; CHANGING SETBACK EXCEPTIONS; RESTRICTING GARAGE LOCATIONS FOR LOTS LESS THAN FIFTY FEET WIDE; PROVIDING A SEVERABILITY CLAUSE, PROVIDING SAVINGS, EFFECTIVE DATE AND OPEN MEETINGS CLAUSES, AND PROVIDING FOR RELATED MATTERS.

Whereas, the Planning & Zoning Commission held a public hearing on the proposed amendments to Article 14.200, Leander Code of Ordinances, and forwarded its recommendation on the amendments to the City Council; and

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 considered the proposed amendments and finds that the amendments are reasonable and necessary to protect the health, safety, and welfare of the present and future residents of the City;

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

Section 1. **Findings of Fact.** The above and foregoing recitals are hereby found to be true and correct and are incorporated herein as findings of fact.

Section2. **Amendment of Article II, Section 2 (e) (5).** Article II, Section 2 (e) (5) of the Composite Zoning Ordinance is hereby amended in its entirety to read as follows:

(5) The following uses may be approved as a PUD district but is not permitted in any district:

(i) A recreational vehicle, mobile home or manufactured home camp or park;
(ii) An outdoor vendor venue (fixed location); and
(iii) Subdivisions with lots less than forty-one (41') feet in width.

Section3. **Amendment of Article III, Section 6.** Article III, Section 6of the Composite Zoning Ordinance is hereby amended in its entirety to read as follows:

(a) Statement of Intent

The Single-Family Limited use component provides for the 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 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.

(4) To include or be located within six hundred feet of parkland or other recreational open space and/or transit opportunities.

(5) Lots that average less than forty-five (45') 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.

(6) Proposals for lots less than forty-one (41') feet wide require PUD zoning as stated in Article II, Section 2 (e) (5) (iii).

(b) Conforming Uses

A building or premise shall be used only for the following purposes:

(1) Any use permitted in the "SFC" – Single-Family Compact component

(2) Single-family dwelling of not less than one thousand (1,050) square feet of living area

(c) Lot Size Minimum

Interior Lots			Corner Lots		
Area	**Width**	**Depth**	**Area**	**Width**	**Depth**
4,100 sq. ft.	41'	100'	5,100 sq. ft.	51'	100'

(1) Up to ten percent (10%) of lots in any final plat may have widths, depths and/or areas up to ten percent (10%) less than requirements.

(2) In addition, for every one foot that a lot is wider or deeper than required, or for every one square foot that a lot is larger than required, another lot may be reduced by the equivalent amount, for up to ten percent (10%) of the lots in any final plat being allowed to have such reduced sizes, and up to ten percent (10%) less than requirements. The applicant may increase these prescribed limits to up to double the amounts if the applicant can demonstrate increased tree or other significant natural feature protection.

(d) Enclosed Garage and Parking

(1) A minimum of one garage-enclosed parking space and two additional off-street parking spaces (driveway may be counted toward provision of off-street parking) shall be provided per lot.

(2) Parking for other uses shall be provided in accordance with Art. VI, Sec. 3.

(3) To keep the front of the structure from being dominated by garage doors, for dwellings thirty-five (35') feet wide and less, the dwelling is limited to a single-wide garage if such garage door is front facing or within 45 degrees of such orientation. The garage may be a tandem garage or may be a double garage with rear or side access. For dwellings greater than thirty-five (35') feet wide, the dwelling is limited to a double-wide garage if the garage door(s) is (are) front facing or within 45 degrees of such orientation.

(4) In no case shall the garage be located in front of the primary structure for lots less than fifty (50') feet wide.

(e) **Additional Requirements:** (Each of the uses denoted herein shall conform to the following development standards. Note: A site component – Type 1, 2 or 3 - and an architectural component – Type A or B – must be combined with this use component.)

(1) Use Standards (Article IV)
(2) Site Components (Article V)
(3) Site Standards (Article VI)
(4) Architectural Components (Article VII)
(5) Architectural Standards (Article VIII)

Section4. **Amendment of Article III, Section 18.** Article III, Section 18 of the Composite Zoning Ordinance is hereby amended in its entirety to read as follows:

LOT SIZE SUMMARY

USE	INTERIOR			CORNER		
DISTRICT	**Area**	**Width**	**Depth**	**Area**	**Width**	**Depth**
SFR	1 acre	120'	160'	1 acre	120'	160'
SFE	12,000	80'	120'	13,000	90'	120'
SFS	9,000	70'	115'	10,000	80'	115'
SFU	7,200	60'	110'	8,000	70'	110'
SFC	5,500	50'	105'	6,500	60'	105'
SFL	4,100	41'	100'	5,100	51'	100'
SFT	2,000	20'	90'	3,500	35'	90'
SFU/MH	7,200	60'	110'	8,000	70'	110'
TF	9,000	70'	115'	10,000	80'	115'

Section 5. **Amendment of Article VI, Section 6 (f) (4).** Article VI, Section 6 (f) (4) of the Composite Zoning Ordinance is hereby amended as follows:

(4) For lots less than sixty feet wide and zoned SFC or SFT, residential street facing garages shall be located no closer to the street than five feet in front of the dwelling or roof covered porch, with such dwelling or porch structure being not less than seven feet wide for all portions of the structure adjacent to the garage. For all other lots, residential street facing garages shall be located no closer to the street than the dwelling.

Section 6. **Conflicting Ordinances.** Exhibit "A", Article 14.200, Leander Code of Ordinances and of Ordinance No. 05-018-00 is amended as provided herein. All ordinances or parts thereof conflicting or inconsistent with the provisions of this Ordinance as adopted herein, are hereby amended to the extent of such conflict. In the event of a conflict or inconsistency between this Ordinance and any other code or ordinance of the City, the terms and provisions of this Ordinance shall govern.

Section 7. **Savings Clause.** All rights and remedies of the City of Leander are expressly saved as to any and all violations of the provisions of any ordinances affecting zoning within the City which have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

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

Section 9. **Severability.** It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any phrase, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation of this Ordinance of any such invalid phrase, clause, sentence, paragraph or section. If any provision of this Ordinance shall be adjudged by a court of competent jurisdiction to be invalid, the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision, and to this end the provisions of this Ordinance are declared to be severable.

Section 10. **Open Meetings.** It is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act.

PASSED AND APPROVED on the 7th day of March, 2013.

PASSED AND FINALLY APPROVED on the 21st day of March, 2013.

ATTEST:

CITY OF LEANDER, TEXAS

Debbie Haile, City Secretary

Christopher Fielder, Mayor

AGENDA ITEM # 7

Executive Summary

March 21, 2013

Agenda Subject:	Zoning Case 13-Z-004: Second reading and consider action on the rezoning of two parcels located at 1048 and 1120 CR 179, for 10.00 acres more or less; Parcels #R475132 and R475133. Currently, the property is zoned interim SFR-1-B (Single-Family Rural). The property is proposed to be zoned SFC-2-B (Single-Family Compact), Leander, Williamson County, Texas.
Background:	This request is the final step in the rezoning process.
Origination:	Applicant: John Avery on behalf of G & P Investments.
Financial Consideration:	None
Recommendation:	See Planning Analysis. The Planning & Zoning Commission unanimously recommended approval of SFC-2-A (Single-Family Compact) at the February 28, 2013 meeting. The City Council approved the Planning & Zoning Recommendation of SFC-2-A (Single-Family Compact) at the March 7, 2013 meeting.
Attachments:	1. Planning Analysis 2. Current Zoning Map 3. Aerial Map 4. Letter of Intent 5. Ordinance
Prepared By:	Robin M. Griffin, AICP Planner 03/08/2013

PLANNING ANALYSIS

ZONING CASE 13-Z-004

GENERAL INFORMATION

Owner: G & P Investments

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

Proposed Zoning: SFC-2-B (Single-Family Compact)

Size and Location: The property is located at 1048 & 1120 CR 179 and is approximately 10.00 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	Interim SFR-1-B	Established Single-Family Home
EAST	Interim SFR-1-B	Established Single-Family Home
SOUTH	SFR-1-B	LISD Property – Stiles Middle School & proposed elementary school
WEST	Interim SFR-1-B	Established Single-Family Home

COMPOSITE ZONING ORDINANCE INTENT STATEMENTS

USE COMPONENTS:

SFC – SINGLE FAMILY COMPACT:

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

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

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 SFC-2-B (Single-Family Compact) district in order to develop a residential community. This property was part of a large involuntary annexation that was completed on January 17, 2013. The property is surrounded by low density residential development, undeveloped properties, and LISD property. A zoning request for the property to the east was heard by the Planning & Zoning Commission on February 14th, 2013. The Commission recommended approval of SFC-2-A (Single-Family Compact) for approximately 20.29 acres. The ultimate goal is to develop these properties as one project.

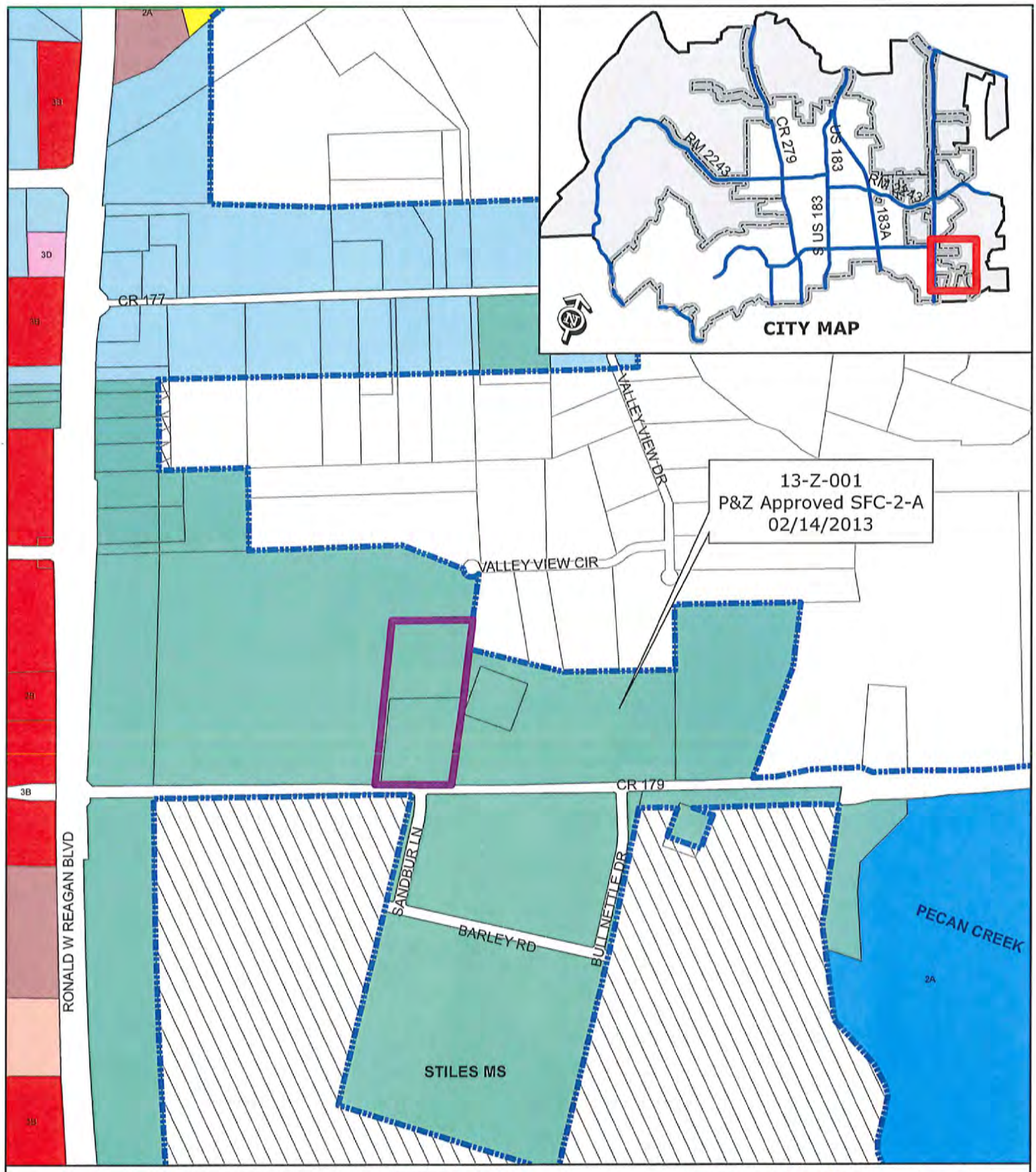
The intent of this use component is to provide for the development of single-family detached dwellings on small lots. In addition, this use component is generally intended to offer a variety of housing opportunities and to be developed on a moderate scale with a maximum district size of seventy-five (75) acres.

This use component includes following lot size minimums:

Use	Interior Lots			Corner Lots		
Component	Area	Width	Depth	Area	Width	Depth
SFC	5,500 sq. ft.	50'	105'	6,500 sq. ft.	60'	105'

The Comprehensive Plan Update establishes development nodes throughout the City of Leander. This property is not located within a node, it is situated between two Community Center nodes.

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



ZONING CASE 13-Z-004

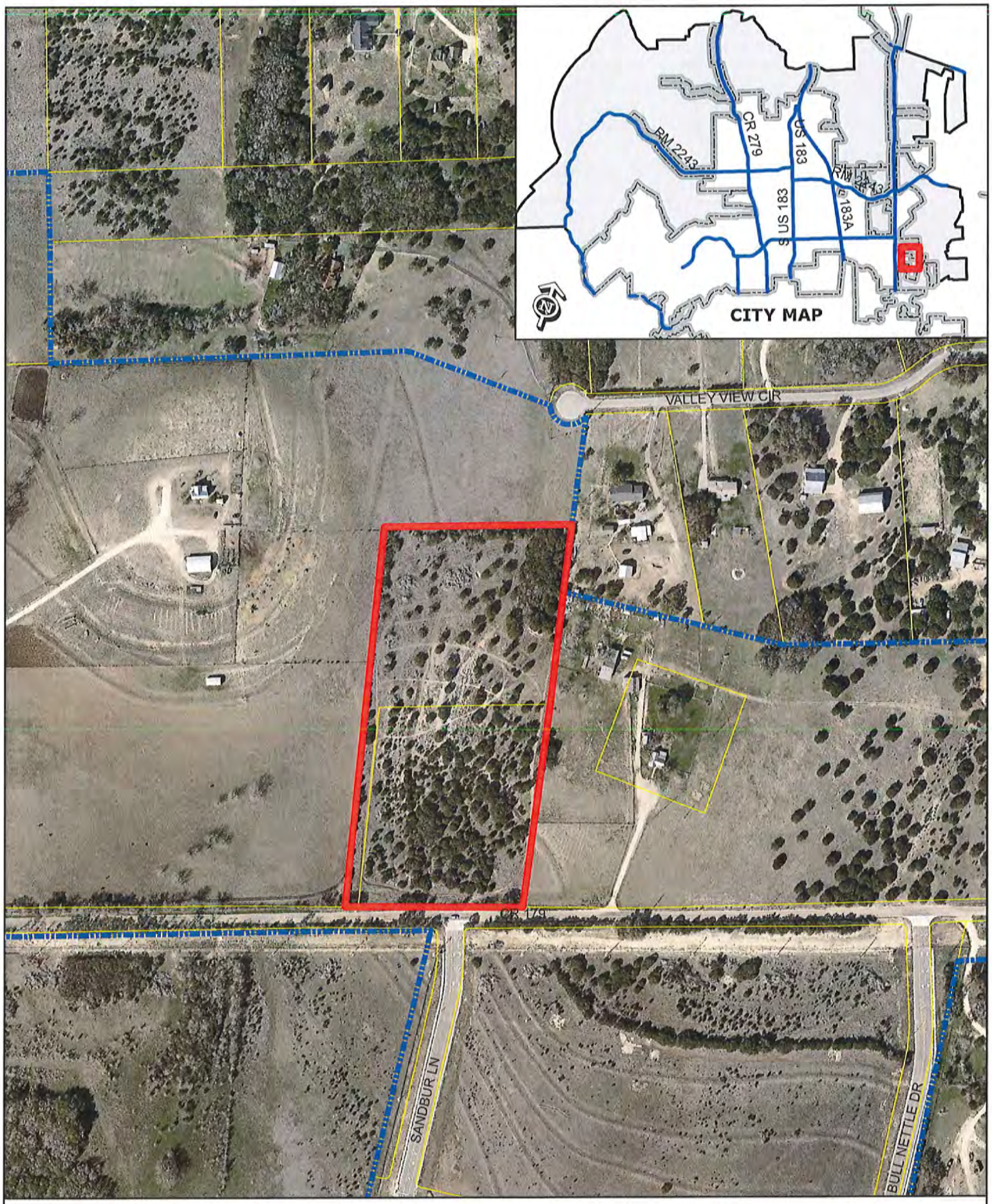
Attachment #2

Current Zoning Map
1048 & 1120 CR 179

Subject Property
City Limits
Future Annexation Per DA
Involuntary Annexation
Voluntary Annexation

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

0 200 400
Feet



ZONING CASE 13-Z-004 Attachment #3

Aerial Exhibit - Approximate Boundaries
1048 & 1120 CR 179

0 200 400
Feet

Subject Property
City Limits

ATTACHMENT #4

Letter of Intent to City of Leander, Texas

This Letter of Intent is in regards to the 10 acre G & P Investments Tract located on County Road 179, Leander, Texas, 78641. The owner of the tract, G & P Investments, wishes to change the current zoning, SFR-1-B, to a zoning of Single Family Compact (S.F.C.). This will allow G & P Investments to have the land developed into a professionally laid out and built subdivision of single family homes.

Sincerely,

John S. Avery, Jr.
Assigned Representative for G & P Investments

Date: 02/22/2013

ORDINANCE NO

ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING TWO PARCELS OF LAND FROM INTERIM SFR-1-B (SINGLE-FAMILY RURAL) TO SFC-2-A (SINGLE-FAMILY COMPACT); 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 located at 1048 and 1120 CR 179. The property is approximately 10.00 acre more or less in size and includes parcel #R475132 and R475133. This parcel is hereby zoned SFC-2-A (Single-Family Compact); Leander, Williamson County, Texas. (See Exhibit A).

Section 4. Severability. Should any section or part of this ordinance be held unconstitutional, illegal, or invalid, or the application to any person or circumstance for any reasons thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this ordinance are declared to be severable.

Section 5. 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 7th day of March, 2013.
FINALLY PASSED AND APPROVED on this the 21st day of March, 2013.

THE CITY OF LEANDER, TEXAS

Christopher Fielder, Mayor

ATTEST:

Debbie Haile, City Secretary

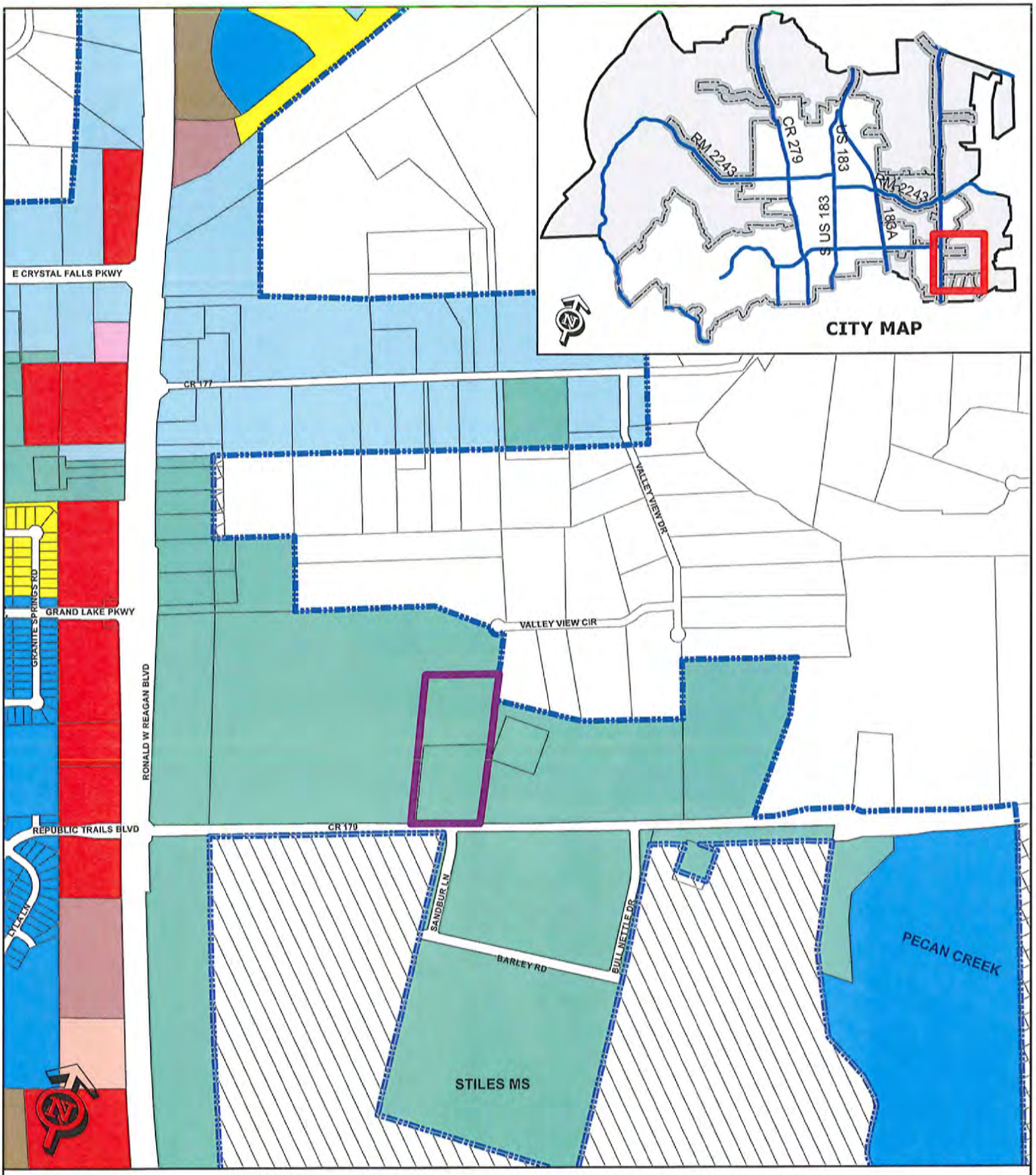


EXHIBIT A

Zoning Case 13-Z-004

1048 & 1120 CR 179

- Subject Property
- Future Annexation Per DA
- Involuntary Annexation
- Voluntary Annexation
- City Limits

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

0 200
Feet

Executive Summary

March 21, 2013

Agenda Subject:	Zoning Case 12-Z-026: Second reading 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, the property is zoned interim SFR-1-B (Single Family Rural) and 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 final 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. The City Council recommended approval of a one hundred (100') foot strip of SFS-2-B (Single-Family Suburban) on the south side of the property, a four hundred (400') foot by four hundred (400') foot corner to be zoned GC-3-B (General Commercial) on the north side of the property, and the remainder to be zoned GC-2-B (General Commercial) as shown in Attachment #7.
Attachments:	1. Planning Analysis 2. Current Zoning Map 3. Proposed Zoning Map 4. Aerial Map 5. Letter of Intent 6. Letters from the Neighborhood 7. City Council Recommendation 8. Ordinance
Prepared By:	Robin M. Griffin, AICP

PLANNING ANALYSIS

ZONING CASE 12-Z-026

GENERAL INFORMATION

Owner: Beasley Tract, LP (Jeremy Smitheal)
Williamson County (Dan A. Gattis)

Current Zoning: Interim SFS-2-B (Single-Family Suburban)
Interim SFR-1-B (Single-Family Rural)

Proposed Zoning: SFS-2-B (Single-Family Suburban)
GC-3-C (General Commercial)

Size and Location: The property is generally located at the southwest corner of RM 2243 and Ronald W. Reagan Blvd and is approximately 69.23 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	GC-2-B	Undeveloped commercial property
EAST	GC-2-B	Undeveloped commercial property
SOUTH	OCL	Developed Single-Family Neighborhood (Ridgmar Landing)
WEST	Interim SFS-2-B	Undeveloped residentially zoned property

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.

GC – GENERAL COMMERCIAL:

Features: Any use in LC plus bar, nightclub, entertainment venues, hospital, hotel, liquor store, office/warehouse, vehicle and equipment sales, leasing and repair, furniture sales, pet shop, wholesale activities less than 3,500 sq. ft.

Intent: Development of small to large scale commercial, retail, and commercial service uses located in high traffic areas. Access to this component should be provided by an arterial street. The heaviest concentration of this component should be located at intersections of arterial streets.

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.

TYPE 3:

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

Intent:

(1) A Type 3 site component is intended to be utilized with LO and LC use components where adjacent to less restricted districts to provide for a land use transition.

(2) This component is intended to be utilized with residential components where accessory dwellings or additional accessory structures are appropriate and are not provided for in the Type 1 or 2 site components.
(3) This component is intended to be combined with LO, LC, GC, LI and HI components where it is appropriate to utilize the outdoor site area for outdoor fuel sales, limited outdoor display and storage or accessory buildings.

ARCHITECTURAL COMPONENTS:

TYPE B:

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

TYPE C (non-residential only):

Features: 35% masonry (60% street facing); 3 or more architectural features.

Intent:

(1) The Type C architectural component is intended to be utilized only in the LO, LC, GC, LI and HI use components for intermediate quality development.
(2) Combined with appropriate use and site components, this component can help to provide for harmonious land use transitions from districts that are less restricted to districts that are more restricted.
(3) This component is not intended for the majority of the LO and LC use components except those that may be adjacent to less restricted districts.

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.

ANALYSIS:

The applicant is requesting the GC-3-C (General Commercial) zoning district in order to allow for a major commercial development at this location. The GC use component permits small to large scale commercial, retail, and commercial service uses located in high traffic areas. The Composite Zoning Ordinance encourages access to GC use components to be provided from arterial streets. The property is located at the intersection of two major thoroughfares, RM 2243 (collector) and Ronald W. Reagan Blvd (major arterial).

The proposed Type 3 site component permits the use of the outdoor site area for outdoor fuel sales, limited outdoor display and storage or accessory buildings. Permitted outdoor uses include:

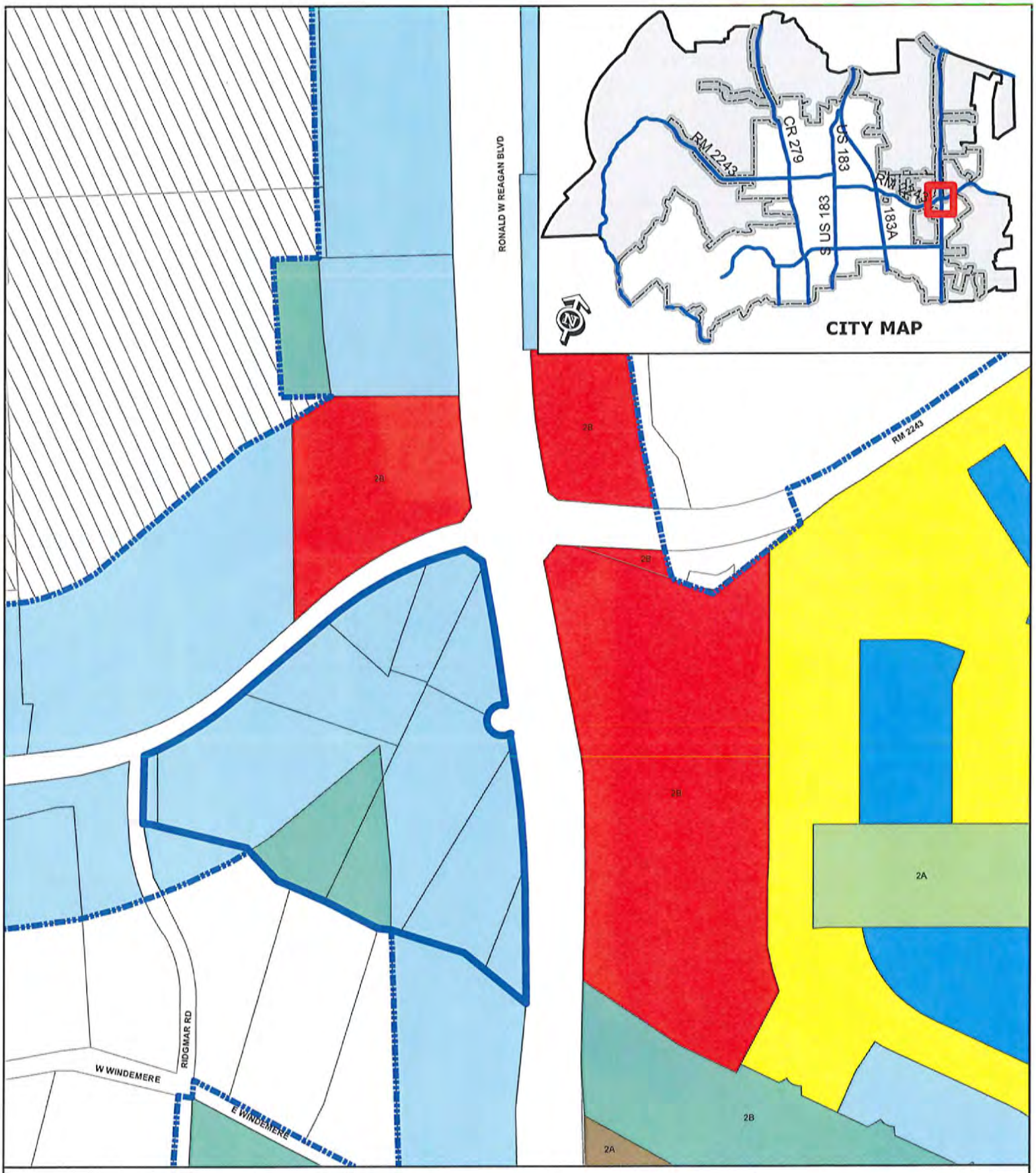
- Outdoor Display (limited 30% of the gross floor area of the primary structure)
- Outdoor Storage (limited 20% of the gross floor area of the primary structure)
- Outdoor Fuel Sales
- Overhead Commercial Doors
- Drive-Through Lanes (also permitted in Type 2)

The Type C architectural component requires that a minimum of sixty (60%) percent of the exterior surface area street facing walls consist of masonry. For non-street facing walls, a minimum of thirty-five (35%) percent of the exterior surface areas of walls (all stories) is required. The Type C architectural component defines masonry as brick, stone, stucco, split faced concrete masonry unit (CMU), or pre-cast concrete tilt wall with a decorative finish. The remaining exterior wall surface shall be comprised of the above listed masonry, cementious-fiber planking, or EIFS. In addition, fifteen (15%) percent of the front primary building façade is required to consist of window or door openings and building fronts shall have a minimum of five design features to break up the wall plane for buildings over 50,000 square feet.

The applicant is also proposing a strip of SFS-2-B (Single-Family Suburban) to provide a buffer along Brushy Creek between the proposed commercial and the established Ridgmar Landing neighborhood. This buffer is approximately one-hundred (100') feet on the western side and sixty (60') feet on the far eastern side. Commercial structures, parking areas, and/or drive aisles would not be permitted on this portion of the property.

The proposed GC-3-C (General Commercial) district is appropriate at this location because it does allow for a wider variety of uses as well as outdoor uses including outdoor fuel sales. The Type C architectural component provides moderate architectural standards that would promote an aesthetically pleasing building at this major intersection. The Composite Zoning Ordinance encourages this type of zoning at major intersections.

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



ZONING CASE 12-Z-026

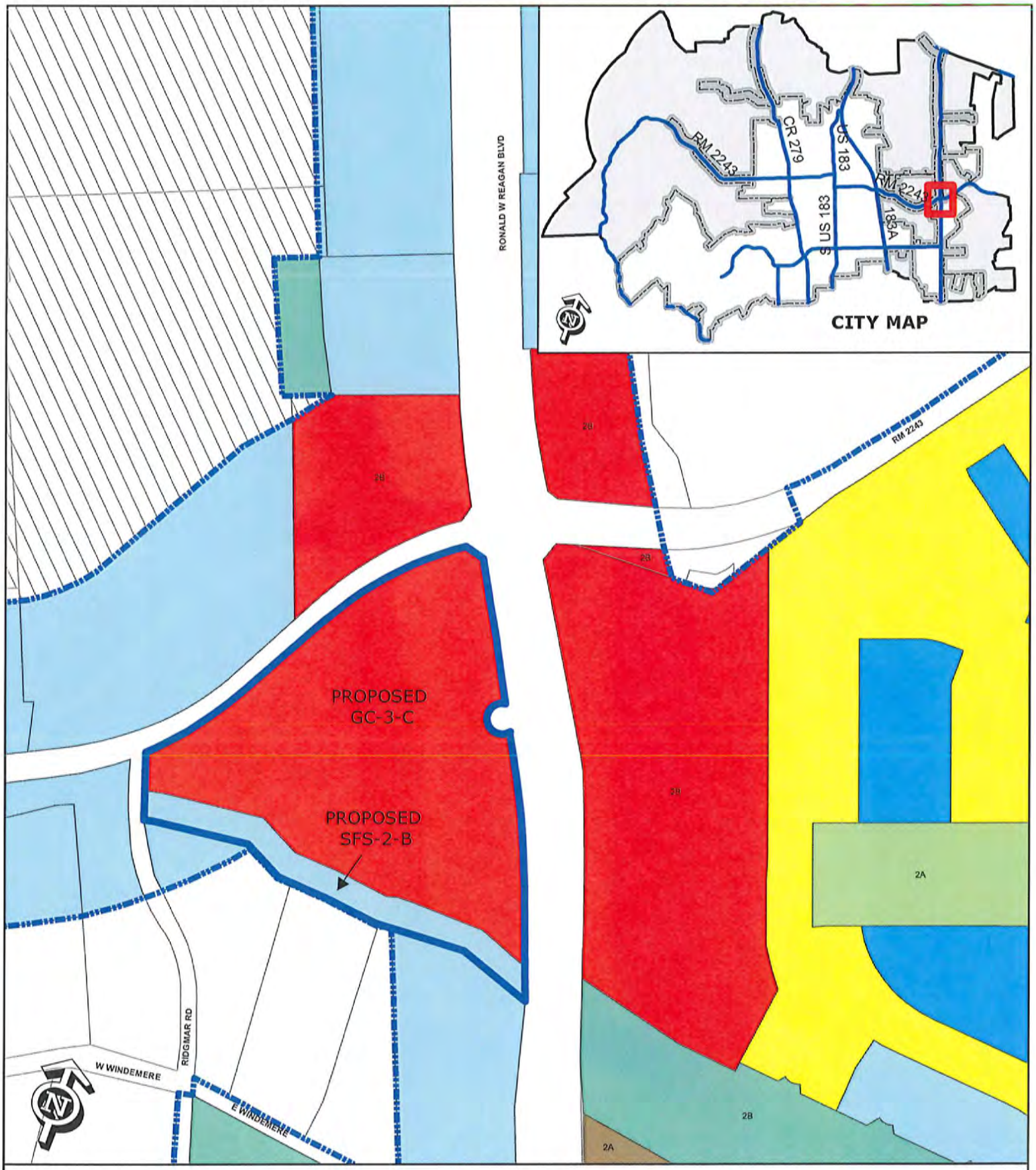
Attachment #2

Zoning Map
Southwest Corner of RM 2243 &
Ronald W Reagan Blvd

Subject Property
Future Annexation Per DA
Involuntary Annexation
Voluntary Annexation

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

0 200
Feet



ZONING CASE 12-Z-026

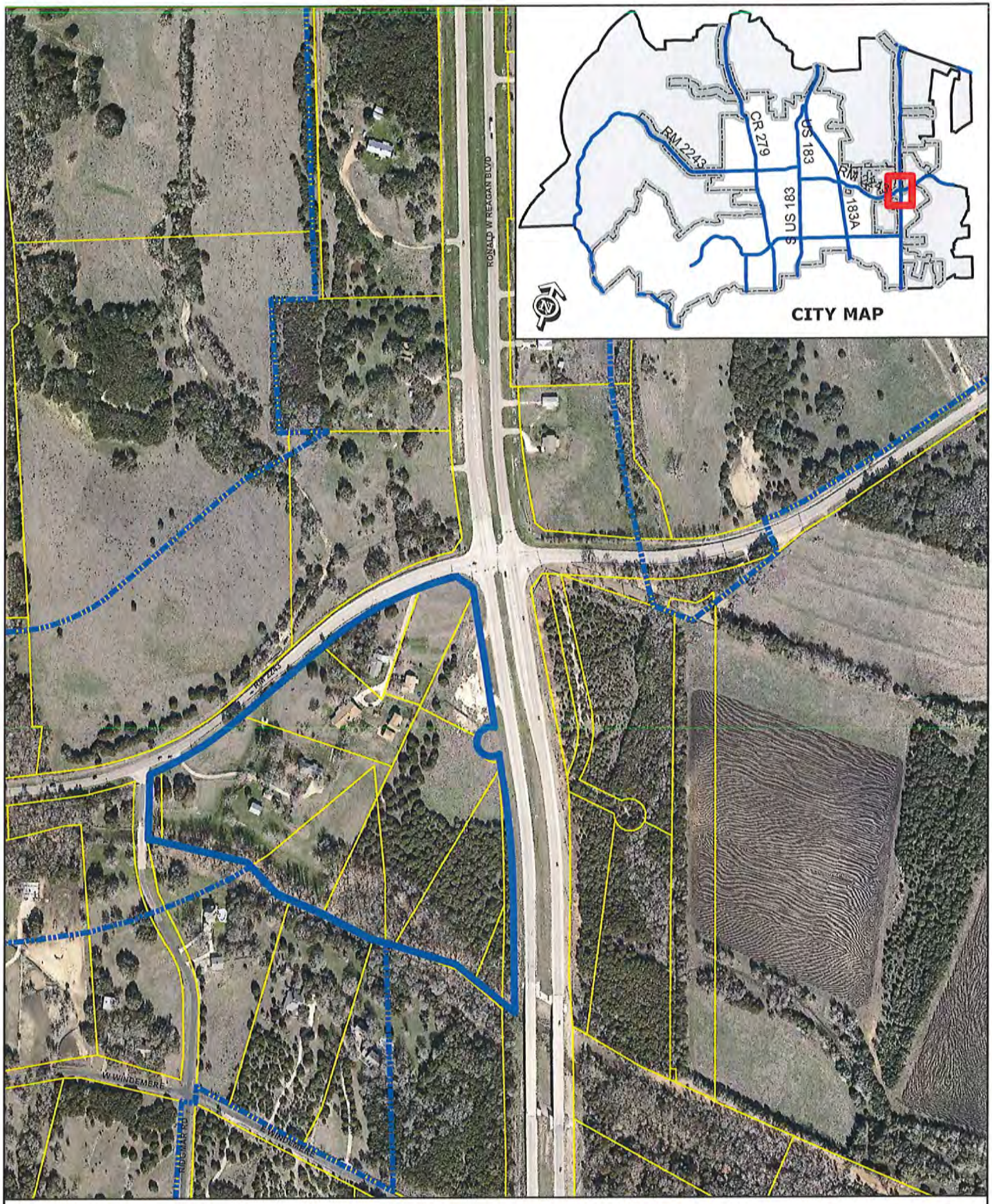
Attachment #3

Proposed Zoning Map
Southwest Corner of RM 2243 &
Ronald W Reagan Blvd

Subject Property
City Limits
Future Annexation Per DA
Involuntary Annexation
Voluntary Annexation

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

0 200
Feet



ZONING CASE 12-Z-026, Attachment #4

Aerial Exhibit - Approximate Boundaries
Southwest Corner of RM 2243 & Ronald Reagan Blvd

0 200
Feet

Subject Property
LEANDER

ATTACHMENT #5

360 PROFESSIONAL SERVICES, INC.

P.O. Box 3639
Cedar Park, Texas 78630

October 10, 2012

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

Re: Request for Zoning Change
Letter of Intent
SWC RR 2243 and Ronald Regan – +/-23.26 Acres

Dear Mrs. Griffin:

Please accept this letter as a written request to provide initial zoning for the subject tract from interim SFS-2-B to GC-3-C/SFS-2-B. According to the City of Leander Comprehensive Plan, major intersections are nodes that encourage density and mixture of uses including apartments, condominiums, major commercial, major retail, and office uses.

The surrounding area is generally zoned GC-2-B which limits the ability to provide both density and the mixture that is envisioned in the comprehensive plan. By allowing the majority of the subject tract to be zoned to its highest and best use, GC-3-C, the diversity of the development around this node will be achieved. It is envisioned that this corner and surrounding parcels will fulfill additional objectives of the comprehensive plan which include civic uses. The southern portion of the tract which is along Brushy Creek and adjacent to single-family residences, is proposed to be zoned SFS-2-B. This area of the property is intended to provide a natural buffer between the property and its neighbors and is approximately 2.88 Acres.

Please refer to the attached exhibit which illustrates the proposed zoning plan and the remainder of the zoning application submittal for additional information

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

Very truly yours,

360 PROFESSIONAL SERVICES, INC.

Scott J. Foster, P.E.
Principal

ATTACHMENT #6

Robin Griffin

From: Jim Bechtol
Sent: Friday, November 02, 2012 7:48 AM
To: Ellen Pizalate; Robin Griffin
Subject: Fwd:

Pls put in packet

Sent from my iPhone

Begin forwarded message:

> **From:** Vivek Mahendru [redacted]
> **Date:** November 1, 2012 7:43:30 PM CDT
> **To:** <jbechtol@leandertx.gov>
>
> Hello Mr. Bechtol,
> My name is Dr. Vivek Mahendru and we own property in Leander along 2243, RR Blvd and Hero Way.
> We whole heatedly support the efforts by the city of Leander, HEB and its developers for allowing such project to be placed at the corner of 2243 and RR Blvd.
> Not only will be great for the city financially, but will allow people living along this rapidly growing corridor to access a convenient grocery store in Leander without driving all the way to Cedar Park.
> As citizens of Leander we expect to have services here rather than driving to another near by city.
> In addition we are hoping that other adjunct type services follow along HEB in East Leander.
> If their is anything I can do to help please let me know.
> Respectfully,
> Dr. V. Mahendru

Robin Griffin

From: Jim Bechtol
Sent: Friday, November 02, 2012 8:04 AM
To: Robin Griffin
Subject: FW: re HEB

Jim Bechtol
Director of Development Services
City of Leander
ph(512)528-2708
cell ph (512) 750-7374
email: jbechtol@leandertx.gov

From: devidass mahendru [redacted]
Sent: Thursday, November 01, 2012 11:38 PM
To: Jim Bechtol
Cc: vivek; sm
Subject: Fwd: re HEB

hi mr. bechtol,
i whole heartedly agree with dr. mahendru on the development of this corridor.
devidass mahendru

--- On **Thu, 11/1/12, Vivek Mahendru** [redacted] wrote:

Tom and Kathleen Reid
10999 E. Crystal Falls Parkway
Leander, Texas

To: Jim Bechtal

Development Services Director
City of Leander, Texas

Hello Jim-

Kathleen and I would like to be on record as being FOR the proposed zoning change for the tract on Ronald Reagan at FM2243 that is presently under contract for purchase by H.E.B.

This is an ideal site for an H.E.B. store to serve the rapidly growing Ronald Reagan corridor. We look forward to seeing tax revenue move out of the Cedar Park till and into Leander's.

Please thank the Leander development team for spotting this great investment for our community and presenting the details to our City Council for a vote on the zoning change.

Tom

83 Ridgmar Road, Leander, TX 78641

(512) 528-1031

October 30, 2012

Jeremy Smitheal, Partner
Riverside Resources
100 Congress Ave
Suite 780
Austin, TX 78701-4072

cc: Clarence Charles Butt, President & CEO - HEB Supermarket Chain
cc: City of Leander, Zoning & Planning Commission - Michelle Stephenson, Chris Tovar - Chairman, Ronald Abruzzese, Sid Sokol, Richard Allen, Betty Saenz and Jeff Seiler

Re: **Beasley Tract, LP, Leander, TX**

Dear Mr. Smitheal,

We represent resident and non-resident owners of property located within the Ridgmar Landing Subdivision which is directly adjacent to the above-referenced property. We were recently made aware by HEB, Inc. that they have intentions of purchasing and developing the Beasley tract. HEB, Inc, in the course of their Due Diligence inspection and investigation, discovered the existence of our Subdivision.

On October 9, 2012, those residents who received notice by HEB of their intention to purchase your tract, who were able to attend, were invited to an "Informal Meeting" with HEB at our City Hall to discuss their plans to build a store in accordance with their business model which model includes a gas station and drive-thru pharmacy.

We have subsequently received notification from the City of Leander that you have applied for GC-3-C (General Commercial) re-zoning. This rezoning is something we intend to vigorously and strenuously oppose for the numerous reasons detailed below.

Despite the fact that presently one can drive about seven (7) miles in any direction and find a HEB store, HEB believes that the Beasley Tract is a good location for them given the unprecedented residential growth the area is currently experiencing. However, HEB seemed oblivious to certain facts of which they received a brief education on October 9, 2012.

Ridgmar Landing is a subdivision that falls into the City of Leander's Zoning Regulations with a zoning character identification of SFE which stands for "Single Family Estate". The building regulations for this type of development are very rigid in support of the following:

Statement of Intent:
The Single-Family Estate use component provides for the development of single-family detached dwellings on large 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 an area with larger lot sizes.

The minimum size for a single-family dwelling is not less than sixteen hundred (1,600) sf of living area, accessory dwelling with minimum living area of four hundred (400) square feet; and a maximum living area of nine hundred (900) square feet or 40% of the gross living area of the primary dwelling, whichever is greater. However, for lots greater than three acres in size, there is no limit to the maximum size of the accessory dwelling.

The minimum lot size definition is:
Interior Lots Corner Lots - Area Width Depth Area Width Depth
12,000 sq. ft. 80' 120' 13,000 sq. ft. 90' 120'
(1) Up to ten percent (10%) of lots in any final plat may have widths, depths and/or areas up to ten percent (10%) less than requirements.
(2) In addition, for every one foot that a lot is wider or deeper than required, or for every one square foot that a lot is larger than required, another lot may be reduced by the equivalent amount, for up to ten percent (10%) of the lots in any final plat being allowed to have such reduced sizes, and up to ten percent (10%) less than requirements. The applicant may increase these prescribed limits to up to double the amounts if the applicant can demonstrate increased tree or other significant natural feature protection.'

There are also the following **Additional Requirements: (Each of the uses denoted herein shall conform to the following development standards. Note: A site component – Type 1, 2 or 3 - and an architectural component – Type A or B – must be combined with this use component.)**
(1) Use Standards (Article IV)
(2) Site Components (Article V)
(3) Site Standards (Article VI)
(4) Architectural Components (Article VII)
(5) Architectural Standards (Article VIII)

We are attaching the Composite District Combining Options for your review below:

Composite District Combining Options (P = Permitted)

Use Component	Site Component					Arch. Component			
	1	2	3	4	5	A	B	C	D
SFR	P	P	P			P	P		
SFE	P	P	P			P	P		
SFS	P	P	P			P	P		
SFU	P	P	P			P	P		
SFC	P	P	P			P	P		
SFL	P	P	P			P	P		
SFT	P	P	P			P	P		
SFJ/MH	P	P	P			P	P		
TF	P	P	P			P	P		
MF	P	P	P			P	P		
LO	P	P	P			P	P	P	
LC	P	P	P			P	P	P	
GC	P	P	P	P	P	P	P	P	P
LI	P	P	P	P	P	P	P	P	P
HI	P	P	P	P	P	P	P	P	P

(c) Zoning Map
(1) The location and boundaries of the districts hereby established are shown on the zoning map, which is attached hereto and hereby incorporated by reference and made a part

As you can see, Single Family Estate units are permitted Site Components 1, 2 and 3 along with Architectural Components A and B. The City of Leander has set apart certain areas for certain types of development. But it has also made clear, in the following statement contained within the Composite Zoning Ordinance, the following language:

(f) Determination of Appropriate District
For uses not classified in this ordinance, the Director of Planning shall work with the property owner to determine the district appropriate for the proposed use, site and architectural improvements. *If the proposed use is not substantially similar to a use permitted within the district in which the property is located, or is not substantially similar to a use permitted within another district, or if agreement is not reached, the issue will be submitted to the Commission*. The following criteria shall be used to determine the appropriate classification of any use not listed in this ordinance and whether a use is considered principal or accessory:
(1) The actual or projected characteristics of the activity in relationship to the stated characteristics of each use category.
(2) The relative amount of site area or floor space and equipment devoted to the activity.
(3) Relative amounts of sales from each activity.
(4) The customer type for each activity.
(5) The relative number of employees in each activity.
(6) Hours of operation.
(7) Building and site arrangement.
(8) Vehicles used and their parking requirements.
(9) The relative number of vehicle trips generated
(10) The likely impact on surrounding properties.
(11) Whether the activity is likely to be found independent of the other activities on the site.

As you can see, likely impact on surrounding properties is a major component in the consideration of determination of Appropriate District. This very argument came into play when the owner of several properties petitioned to have his existing C2 property rezoned to Industrial. The Ridgmar Landing Subdivision owners came out in force to oppose the proposed rezoning as it did not conform to the current and usual use of the land, the architectural features were in contrast to those of the existing subdivision estate homes, and the impact to residents' quality of life and peaceful enjoyment of their property as guaranteed under the laws and City Zoning ordinances. At the City Council hearing on the matter, the City Council first denied the request for Industrial rezoning in its entirety. Upon pleas by the property owner for reconsideration, the Ridgmar Landing Subdivision property owners agreed to meet with the owner and City Planner, and agreed to allow the rezoning of the property to Composite Ordinance Section 1, Type 1, which, as you will see below, does not permit either drive-thru services nor does it permit the sale of gasoline or other fuels.

SECTION 2: ESTABLISHMENT OF ZONING DISTRICTS
(a) Zoning Districts
For the purposes of this ordinance, the City of Leander is hereby divided into composite zoning districts, which contain a use component, a site component and an architectural

component. Uses as well as site and architectural regulations within each composite district are restricted solely to those uses and standards expressly permitted in this ordinance. Use components are required to be accompanied by a site component and an architectural component.

Ultimately, the current zoning for similarly situated properties, such as the Beasley Tract, is LC (Local Commercial). The Ordinance for Local Commercial are listed below for your convenience and reference:

SECTION 12: LC – LOCAL COMMERCIAL

(a) Statement of Intent

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

(b) Conforming Uses

Certain uses listed in this use component may also need to be supported by appropriate site components in order to be permitted. A building or premise shall be used only for the following purposes:

(1) Any use permitted in the "LO" Local Office component

(2) Artisan and handcraft activities and sales if such activities are located completely within an enclosed structure except for specific activities as provided in the applicable site component

(3) Bank or other lending institution (Note that drive-through service lanes are permitted only if provided in the applicable site component)

(4) Bed and breakfast

(5) Colleges, universities, vocational schools or other institutions of higher learning including related facilities

(6) Cultural facilities including art gallery, museum, dancing or music academy, fitness center, martial arts academy, photographic or artist studio

(7) Florist shop, greenhouse or nursery

(8) Funeral home including embalming facilities associated with an on site funeral home or cemetery, but no crematory.

(9) Grocery and dry goods sales including convenience stores (Note: Refer to Type 3 site component for outdoor fuel sales)

(10) Medical clinics

(11) Personal services including, but not limited to, barber shops, beauty parlors, tailoring, dressmaking, shoe repair, small appliance repair, bicycle repair, retail bakeries, catering and, under the following conditions, dry cleaning and laundry (including self service):

> (i) Dry cleaning machines shall be an EPA-approved non-vent unit and have an enclosed trough to accommodate any solvent spill.
>
> (ii) Solvent use shall be wet system utilizing only water and detergents or PERC systems, which is nonflammable perchloroethylene, and which is limited to 50 gallons on-site at any one time. Other alternative solvent may be considered (e.g. D-5) by the Director of Planning on a case by case basis.

(iii) No fumes, odor or noise shall be detectable beyond the premises of the business.
(iv) No chemical discharge shall be allowed into an organized central sewer system or private septic disposal system unless such system is a wet system utilizing only water and detergents.
(v) There shall be a maximum of 1,800 square feet for the gross area of the business.
(vi) Dry clean processing is limited to on-site business, not trucked-in processing.
(vii) Used chemicals and filters shall be disposed of weekly or after every 8,000 pounds of processing and be transported by a state-licensed disposal company.

(12) Pharmacies
(13) Restaurants
(14) Retail sales of new product and services

(c) Hours of Operation

Hours of operation to the general public shall be between 5:00 a.m. to 10:00 p.m. Sunday through Thursday, and between 5:00 a.m. and 11:00 p.m. Friday and Saturday (except for emergency services, public property and facilities or any activity not open to the public; and a for a fitness center or gymnasium if services have previously been contracted by membership, access is provided only for such members, such activity is a self-help personal activity, no business transaction nor any organized instructional activity takes place, and such facility is located on an arterial roadway with at least ninety (90) feet of ROW).

(d) Additional Requirements: (Each of the uses denoted herein shall conform to the following development standards. Note: A site component – Type 1, 2 or 3 - and an architectural component – Type A, B or C – must be combined with this use component.)

(1) Use Standards (Article IV)
(2) Site Components (Article V)
(3) Site Standards (Article VI)
(4) Architectural Components (Article VII)
(5) Architectural Standards (Article VIII)

We feel it is also critical that you be made aware that the following uses are not permissible under a Section 1, Type 1 Local Commercial use as shown below:

Certain uses listed in use components may not be feasible *if they require site or architectural features not permitted by the site or architectural component*. [Example: Vehicle sales is a permitted use in the GC (General Commercial) use component. However, if GC is not combined with a site component that permits the amount of outdoor display required for vehicle sales, the use may not be feasible. A GC use component combined with a Type 3 site component would limit outdoor display to not more than thirty percent (30%) of the area of the principal building. A Type 4 or Type 5 site component would increase outdoor display which could be more appropriate for a vehicle sales use.] [Example: Self storage mini-warehouses are permitted in the LI (Light Industrial) use component.

However, if LI is combined with an architectural component requiring mostly masonry exterior wall materials, such as a Type A or B architectural component, such use may not be economically feasible.] [Example: A fast food restaurant is permitted in an LC (Local

Commercial) use component. However, if it is combined with a Type 1 use component, it would **not** be permitted to have a drive through service lane.]

In general, certain uses under a Section 1, Type 1 Composite Zoning Ordinance, which is the only permissible use that the Ridgmar Landing Subdivision residents are open to, would not permit either drive-thru transactions such as pharmacy drive-thrus, or the outside sale of fuel such as a gasoline station.

If you are not currently aware, the intersection in question has been the site of many vehicle accidents, some of which resulted in fatalities. The proposal by HEB increases the risk of fatality and head-on accidents by the addition of a point of ingress to the property on the North side of the Parcel on N Hwy 2243. Because the addition of a new point of ingress is so close to the entrance to our subdivision, the risk to anyone waiting to make a left turn into the subdivision entrance, which is only a few feet from HEB's proposed development, cars that would go around any back-up of traffic in the new entrance would possibly drive right into the front of any vehicle waiting to make a left turn into the subdivision. This is unacceptable and poses an additional danger to an already very deadly intersection and roadway.

The potential for blocking of the entrance to our subdivision also exists. Fire and emergency services must have immediate access to the subdivision at all times. In the case of a natural disaster such as the wildfires Austin has experienced, or other serious threat to their safety, Ridgmar residents have only two exits as means of escape, one of which is the exit on to 2243.

There is also the issue of increased traffic along Ridgmar Road, since residents of subdivisions along the eastern end of Crystal Falls Parkway are most likely to take the quickest route to HEB via Ridgmar Road rather than make a detour and negotiate two left hand turns across Ronald Reagan. The HEB development at the junction of McNeil and Parmer is just one example of a location where customers trying to avoid the main roads and the lights speed through adjoining residential housing.

Ridgmar Road is a narrow road with many blind corners and no central markings. There is currently very little through traffic, making the road sufficiently safe for high school cross country teams to run there or for horse owners to ride. Ridgmar Landing is one of few local subdivisions permitting horses to be kept: up to four pleasure horses per 5-acre tract. There is a major issue of liability if increased traffic along Ridgmar Road should cause accident or injury to pedestrians, schoolchildren, horses, horse riders or other residents entitled to quiet enjoyment of their property. Horse owners towing trailers will be particularly at risk entering or exiting the Ridgmar Landing via the 2243 exit.

At the meeting, residents asked HEB about conducting an Environmental Impact Report due to the documented carcinogenic effects of long-term exposure to gasoline fumes. The pat response by HEB was "We'll look into that". When questioned about flood management, as this property abuts Brushy Creek which regularly floods and overflows its banks any time there is strong rain, the response again, "Well look into that". HEB did provide a "Flood Survivor" to address this issue. It was an apples to oranges type discussion.

More to the point, we want to make it very clear that any development on the Beasley Tract, that results in diversion or destruction of the existing runoff structures or levees in place, that alter or otherwise redirect the natural flow of flood waters, has the potential to send sediment, mud, water and debris into the homes of the residents of the Ridgmar Landing Subdivision, thus causing extensive damage to existing homes that back up to Brushy Creek, and has the potential to cause millions of dollars of damage to existing homeowners.

There is also the question of the size, capacity and location of the retention pond HEB will be required to build to cope with potential flooding in addition to providing for impervious coverage, as required by the City of Leander. Rest assured that all of these points will be brought before the City Council, should you pursue anything other than Section 1, Type 1 Composite Zoning of the Beasley Tract, LP.

We would also point out that having made you aware of not only the potential unlikelihood of obtaining approval from the City of Leander for big-box type development by stores such as HEB, you must now also disclose to any potential buyer the objections of the Ridgmar Landing Subdivision and of our intent to fight any proposed zoning change to anything other than Section 1, Type 1 development.

Sincerely,

Jeff & Julissa Griffith, 62 Fair Oaks

Maggie McLening, 83 Ridgmar

On behalf of the following Ridgmar Landing home owners:

Dale & Katie Raveney, 7 East Windemere

Richard & Gina Simmons, 9 East Windemere

John & Debbie Sorrell, 301 Ridgmar

Paul & Karen Cooke, 302 Ridmar

Theresa Jeanes, 507 Ridgmar

David & Nan Latimer, 603 Ridgmar

Dennis & Mary Anderson, 700 Ridgmar

Grace Gerace, 703 Ridgmar

Clint Carson, 800 Ridgmar

Danny & Penne Allen, 900 Ridgmar

Clay & Tammy Townsend, 12 West Windemere

Jeff & Kelly Martin, 15 West Windemere

Guy & JoLynn Stewart, 122 West Windemere

Lisa & Larry Hupman, 123 West Windemere

Dave & Sue Sidney, 128 West Windemere

Jeff & Coral Swindall, 133 West Windemere

Geoff & Dawn Leighton, 12 Fair Oaks

Bridget A Stimpson, 17 Fair Oaks

Jim & Cindy Franklin, 24 Fair Oaks

Benny & Betty Latham, 3 Warfield

Matt Tolbert, 71 Fair Oaks

John & Becky Wise, 501 Ridgmar

Carmen Gagne, 6 Warfield_

Justin Jones & Marianne LiMandri, 13 Warfield

Fred & Tammy Johannessen, 127 West Windemere

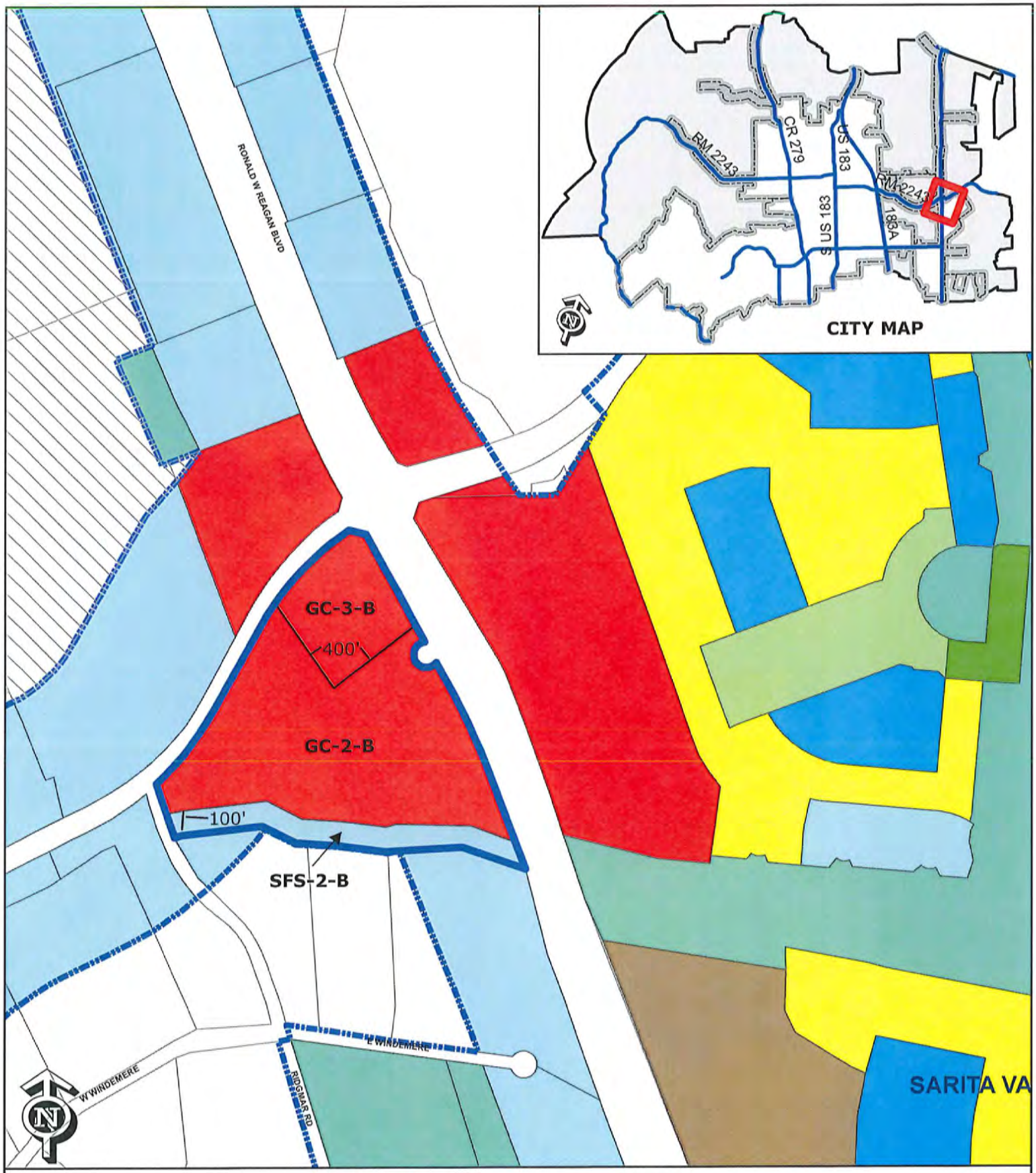


EXHIBIT A

Zoning Case 12-Z-026

Southwest Corner of RM 2243 & Ronald W Reagan Blvd

Subject Property
Future Annexation Per DA
Involuntary Annexation
Voluntary Annexation
City Limits

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

0 200 Feet

ORDINANCE NO

ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING ELEVEN PARCELS OF LAND FROM INTERIM SFR-1-B (SINGLE-FAMILY RURAL) AND INTERIM SFS-2-B (SINGLE-FAMILY SUBURBAN) TO GC-2-B (GENERAL COMMERCIAL), GC-3-B (GENERAL COMMERCIAL), AND SFS-2-B (SINGLE-FAMILY SUBURBAN); 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 eleven parcels generally located at the southwest corner of RM 2243 and Ronald W. Reagan Blvd. The property is approximately 23.28 acre more or less in size and includes parcels #R031239, R031247, R031271, R031272, R031274, R037215, R443611, R473637, R037219, R037220, and R473626. This parcel is hereby zoned GC-2-B (General Commercial), GC-3-B (General Commercial), and SFS-2-B (Single-Family Suburban); 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 7th day of March, 2013.
FINALLY PASSED AND APPROVED on this the 21st day of March, 2013.

THE CITY OF LEANDER, TEXAS

Christopher Fielder, Mayor

ATTEST:

Debbie Haile, City Secretary

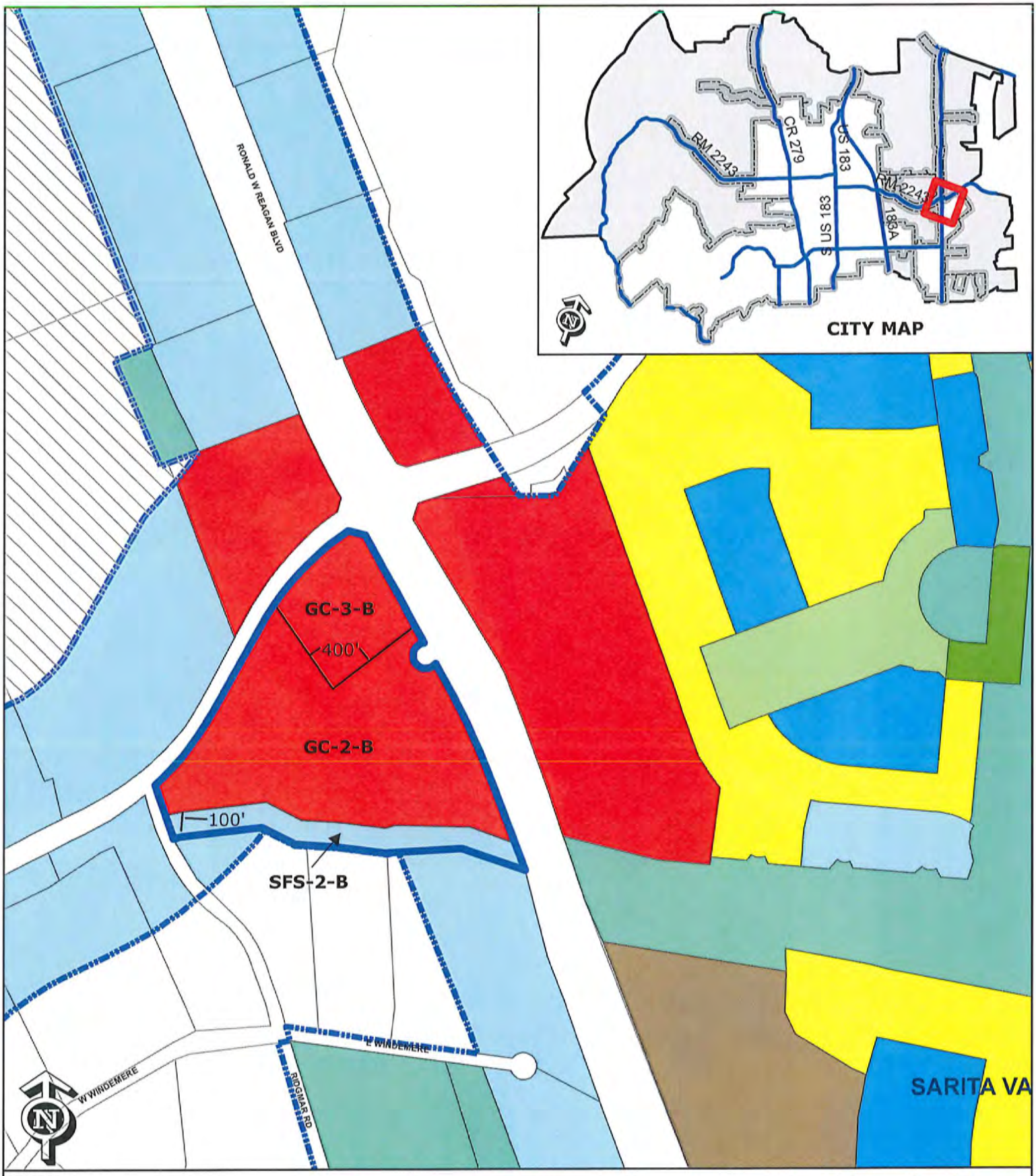


EXHIBIT A

Zoning Case 12-Z-026

Southwest Corner of RM 2243 & Ronald W Reagan Blvd

Subject Property
Future Annexation Per DA
Involuntary Annexation
Voluntary Annexation
City Limits

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

0 200 Feet

Executive Summary

March 21, 2013

Council Agenda Subject: First public hearing on 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.

Background: The Resolution setting the two public hearings for March 21, 2013 and April 4, 2013 was approved by City Council on February 7, 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. 13-003-00

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:

Debbie Haile, City Secretary

THE CITY OF LEANDER, TEXAS

Christopher Fielder, Mayor

CITY OF LEANDER INCORPORATED 1874 STATE OF TEXAS

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

WHEREAS, the undersigned is the owner of 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.

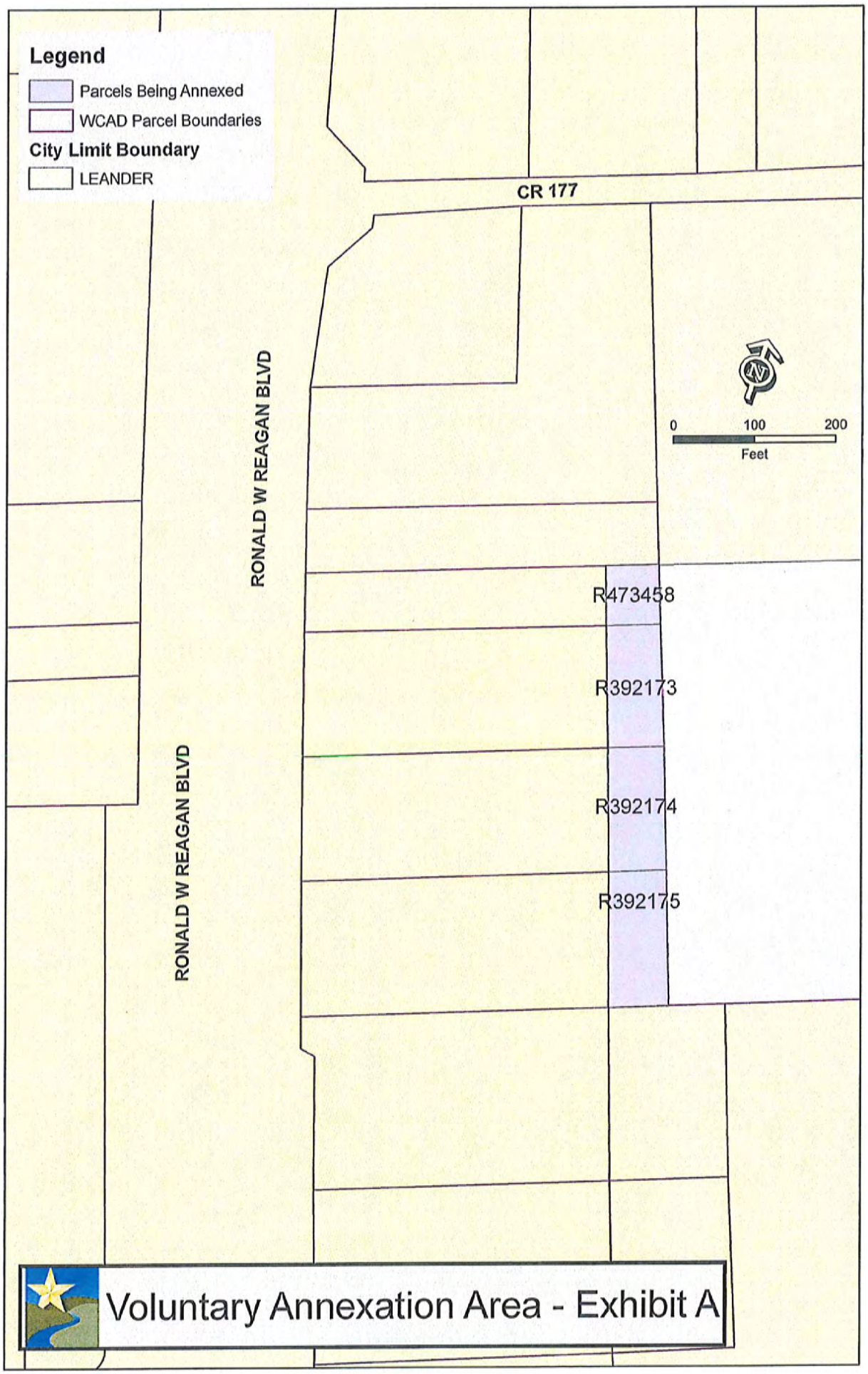
(SEAL)

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



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.

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 # 10

Executive Summary

March 21, 2013

Council Agenda Subject: First public hearing on 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.

Background: The Resolution setting the two public hearings for March 21, 2013 and April 4, 2013 was approved by City Council on February 7, 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. 13-002-00

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

CITY OF LEANDER
ESTABLISHED 1887
INCORPORATED 1978
STATE OF TEXAS

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

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

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

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

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

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

NOW THEREFORE, the undersigned by this 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.

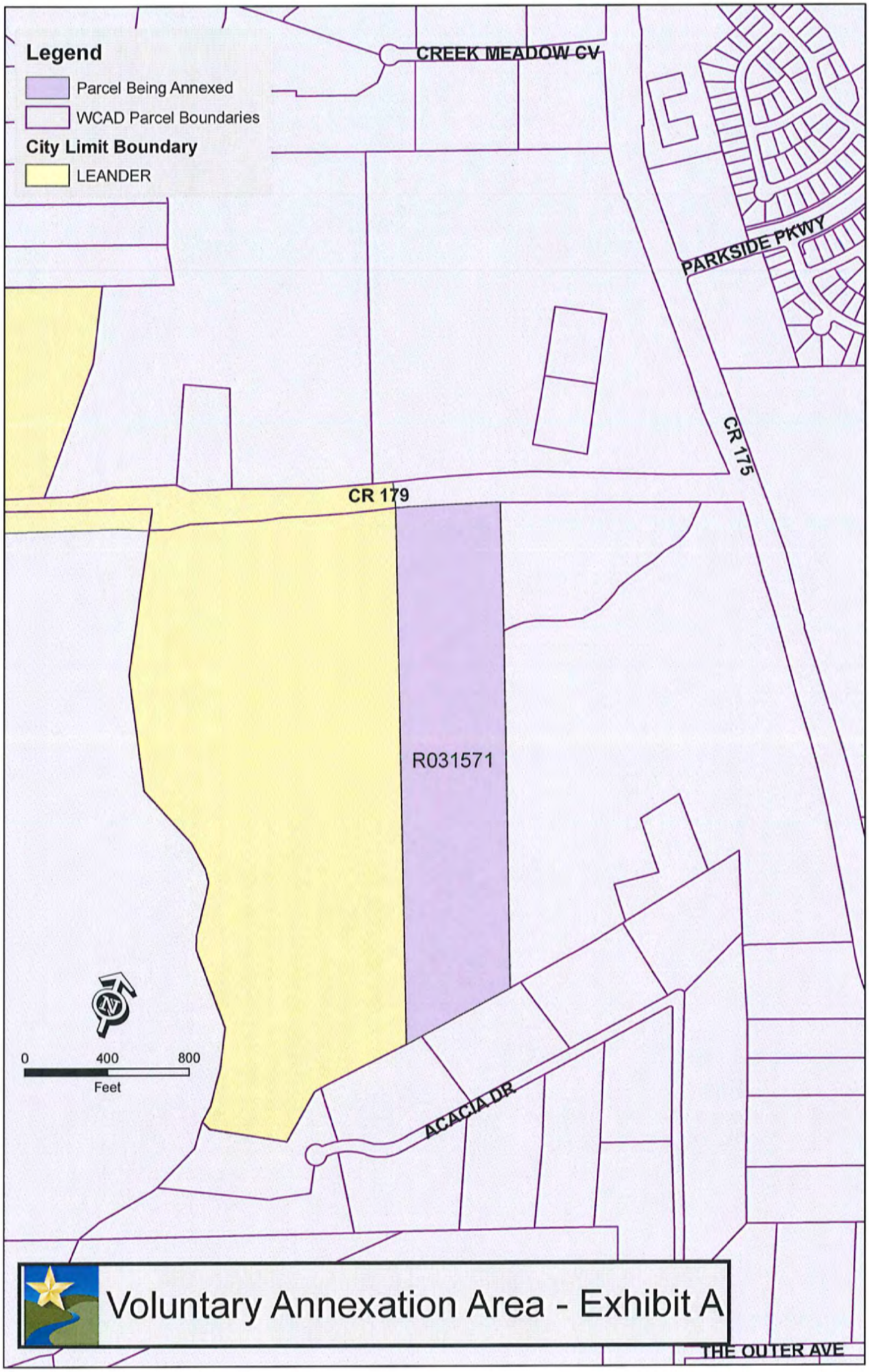
(SEAL)

Christi C Horne
Notary Public - State of Texas

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

Exhibit "A"

DESCRIPTION OF THE SUBJECT PROPERTY



Voluntary Annexation Area - Exhibit A

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;

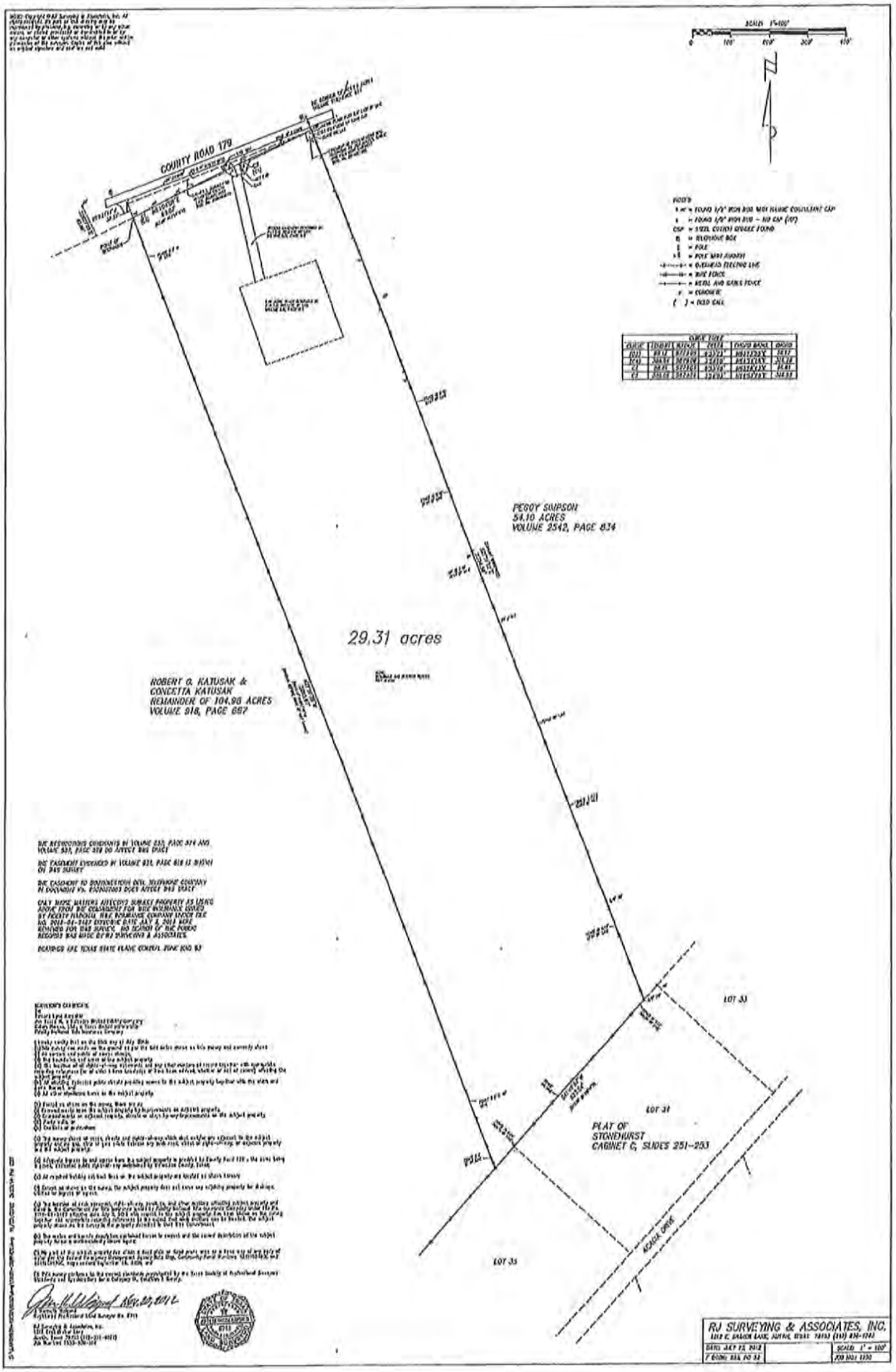
3. Northeasterly along the arc of said curve, a distance of 386.66 feet, said curve having a radius of 5679.06 feet, a central angle of 03°54'03" and a chord bearing N.64°53'28"E., 386.58 feet to a steel cotton spindle found at the Northeast Corner of the said 29.50 Acre Tract and the Northwest Corner 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.


COUNTY ROAD 179
PEGGY SIMPSON
54.10 ACRES
VOLUME 2542, PAGE 834
29.31 acres
ROBERT G. KATUSAK &
CONCETTA KATUSAK
REMAINDER OF 104.98 ACRES
VOLUME 918, PAGE 667
LOT 33
LOT 34
PLAT OF
STONEHURST
CABINET G, SLIDES 251-253
LOT 35
ACACIA DRIVE
RJ SURVEYING & ASSOCIATES, INC.

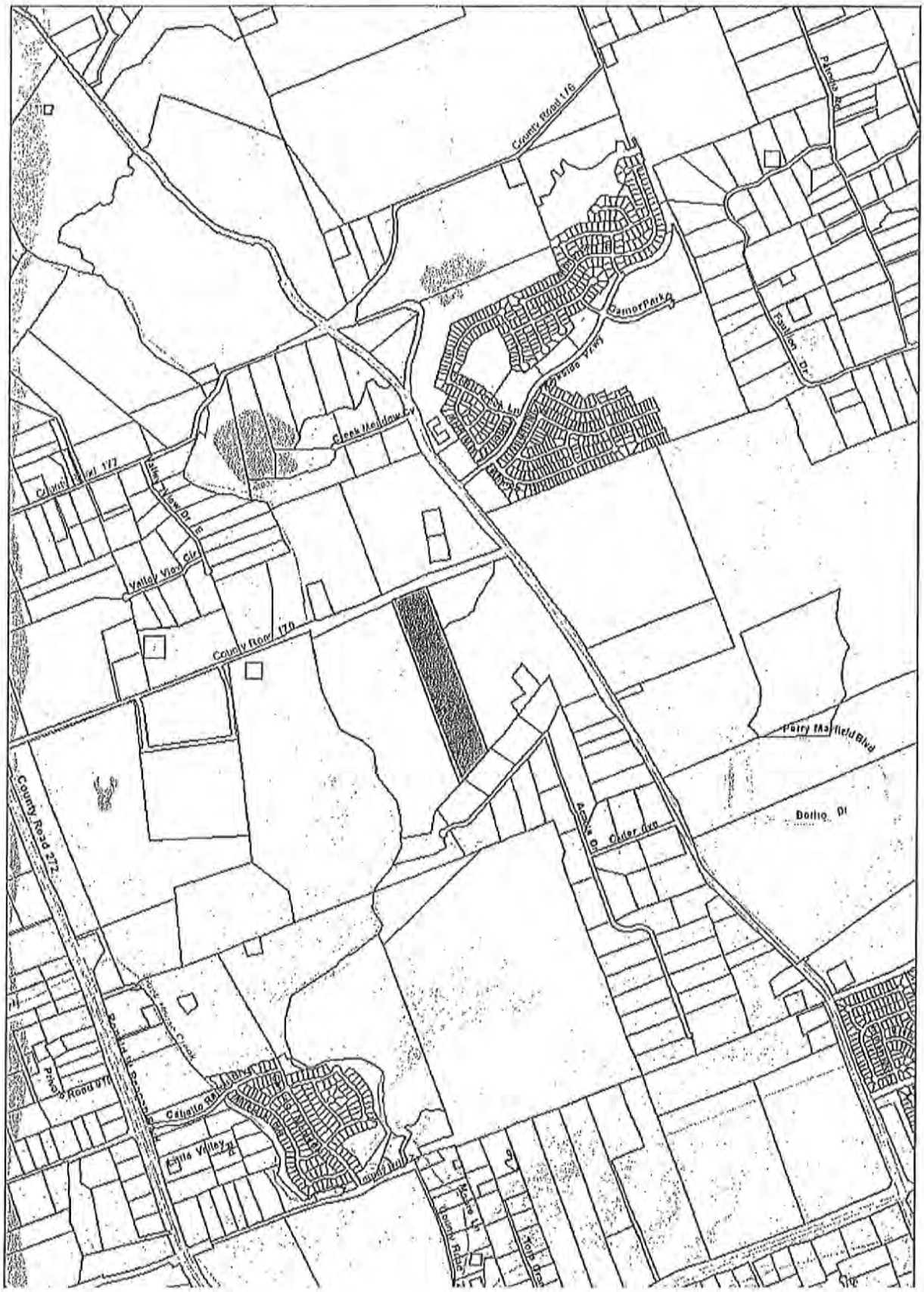

County Road 176
Creek Meadow Cv
Valley View Cir
County Road 170
County Road 272
Perry Mayfield Blvd
Dotho Dr
Cedar Ave
Catalina Ranch Blvd
Little Valley

Exhibit "B"

MUNICIPAL SERVICES PLAN
FOR PROPERTY TO BE
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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;

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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.

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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:

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(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.

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 # 11

Executive Summary

March 21, 2012

Council Agenda Subject: Consideration of License Agreement Renewal with Sudderth Brothers Contracting, Inc

Background: The Car Wash Team LLC leases their business location at 11892 Old F.M. 2243 from the owner, Sudderth Brothers Contracting, Inc. The original agreement has expired and the tenants have vacated the lease. The property owners wish to assume the agreement and maintain the sign. The sole purpose of the agreement is to allow placement of a sign configured in compliance City codes within the R.O.W. of Old F.M. 2243 in order to provide more customer awareness and business visibility that is impaired by the preserved, large oaks. The sign will be on the north side of the roadway and will be separated ("protected") from roadway traffic by a large, deep ditch, although it will be located within a few feet of the edge of a commercial drive as shown on the attached aerial view.

Origination: William T. Gardner, Fire Chief

Financial Consideration: N/A

Recommendation: Staff requests approval of this agreement and authorization of the City Manage to execute this License Agreement with Sudderth Brothers Contracting, Inc.

Attachments: License Agreement with Exhibit.

Prepared by: Janet L. Gallagher, Building Official

LICENSE AGREEMENT

The City of Leander, a Texas municipal corporation (the "City" or "Licensor"), and Sudderth Brothers Contracting, Inc, a Texas incorporated company ("Licensee") enter into this License Agreement (this "Agreement") effective as of _____, 2013, upon the terms and conditions set forth below.

I. PURPOSE OF LICENSE AGREEMENT; LICENSED PROPERTY. Subject to the terms and conditions of this Agreement, the City grants to Licensee permission to use the Licensed Property (defined below) for the following purposes only:

> Installation and maintenance of one sign (the "Improvements") identifying the car wash business located on the tract of land located at 11892 FM 2243, Leander, Texas (being Williamson County Appraisal District tax parcel R031698) (the "Business Tract"), which sign Improvements may be located only (i) in the City-owned right-of-way along the north side of FM 2243 immediately adjacent to the Business Tract, (ii) in an area north of the existing drainage ditch (i.e., across the ditch from the paved lanes of FM 2243), and (iii) west of the entrance drive from FM 2243 to the Business tract, as such drive is located on the effective date of this Agreement (such location satisfying requirements (i)-(iii), the "Licensed Property"), the final location of such Licensed Property to be approved by the City's engineer prior to the full execution of this Agreement; provided the Improvements shall comply with the City of Leander's Code of Ordinances.

The Licensed Property is generally shown in Exhibit "A" attached to this Agreement and incorporated by reference for all purposes and is more particularly shown in the constructions plans finally approved by the City. The final construction plans, once approved by the City, are incorporated into this Agreement by reference for all purposes.

II. CONSTRUCTION AND MAINTENANCE. Licensee agrees that: (a) the Improvements will be designed and constructed in compliance with all applicable City, State and Federal laws, ordinances, regulations and policies, including, without limitation, the City's sign ordinance, as they may be amended from time to time ("Applicable Law"); (b) the maintenance of the Improvements shall be done in compliance with the Applicable Law; (c) the Improvements will be maintained in a safe condition, and anchored in a manner required by Applicable Law; and (d) Licensee will not construct any other or additional sign, structure or facility on the Licensed Property. In the event of a conflict between any of the Applicable Laws, the most restrictive shall govern and apply.

Licensee agrees that: (A) that the construction, installation, improvement, and maintenance of the Improvements shall not and may not interfere with any public utilities; (B) all construction, installation, and maintenance of the Improvements will be completed in a timely manner without delay; and (C) the Licensee will construct and locate the Improvements according to construction plans filed with and approved by the City.

The Improvements may be lighted and connected to electricity, and Licensee shall be liable for, and

shall indemnify and hold the City harmless from, all damages, causes of action, and claims arising out of or in connection with Licensee's installation, operation, maintenance or removal of the improvements permitted under this Agreement. Licensee must keep the Licensed Property free of any all liens, including, without limitation, mechanics liens, and shall promptly remove or bond around any such lien.

III. TERM. The initial term of this Agreement shall be ten (10) years, subject to the City's right to terminate as provided herein; provided that, subject to the terms and conditions of this Agreement, this Agreement may be renewed for one or more additional one year terms; and provided further that the City may decline to renew this Agreement at its sole discretion. The City makes this grant solely to the extent of its right, title and interest in the Licensed Property, without any express or implied warranties.

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

V. THE CITY'S RIGHTS TO LICENSED PROPERTY. This Agreement is expressly subject and subordinate to the present and future right of the City, its successors, assigns, lessees, grantees, and Licensees, to construct, install, establish, maintain, use, operate, and renew any public utilities facilities, franchised public utilities, rights-of-way, roadways, or streets on, beneath, or above the surface of the Licensed Property. The foregoing uses of the Licensed Property by the City are permitted even though such use may substantially interfere with or destroy Licensee's use of the Licensed Property, or the Improvements. In case of a declared emergency, damage to or destruction of Licensee's property shall be at no charge, cost, claim, or liability to the City, its agents, contractors, officers, or employees.

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

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

Licensee shall cause the contractor that installs the Improvements to indemnify, defend, and hold harmless the City and its officers, agents and employees against all claims, suits, demands, judgments, expenses, including attorney's fees, or other liability for personal injury, death, or damage to any person or property which arises from or is in any manner caused by the construction

or installation of the Improvements or use of the Licensed Property.

The City is not requiring insurance in connection with this Agreement.

VII. CONDITIONS.

A. Licensee's Responsibilities.

1. Licensee will be responsible for any damage to or repair of the Improvements. Further, Licensee shall reimburse the City for all costs of replacing or repairing any property of the City or of others which was damaged or destroyed as a result of activities under this Agreement by, or on behalf of, Licensee, including any driveway damaged due to the construction, repair, or maintenance of the Improvements.

B. Maintenance, Modification, Repair of Improvements.

1. Licensee shall maintain the Licensed Property and the Improvements by maintaining the Licensed Property and Improvements in good condition and making any necessary repairs to the Improvements at Licensee's expense. Licensee agrees that modification of the Improvements shall be at Licensee's expense.

2. Licensee shall obtain the proper permits prior to modification, repair, or maintenance of the Improvements, which shall include the City's approval of plans of the modification, repair, or maintenance.

3. Licensee shall not obstruct, hinder, or interfere with traffic on any portion of FM 2243 when constructing, installing, modifying, repairing, or maintaining the Improvements. Licensee shall ensure that each contractor and subcontractor, employee, agent or assign constructing, installing, modifying, repairing, or maintaining the Improvements shall safeguard and protect the public on or using the street, right-of-way, or other places where the work is being performed, from accidents, injury or damage, by placing barriers, lights and other sufficient safeguards, including a watchman, if necessary, around all cuts, openings, excavations, installation sight and materials, implements and tools upon the premises used in connection with the construction activity. Licensee shall further comply with any conditions required by the City to minimize hazards to persons and vehicles travelling on FM 2243 during construction, modification, repair, or maintenance of the Improvements.

4. Licensee shall carefully guard or cause to be guarded any hole, trench, excavation, mound, embankment, installation or other obstruction while the same may exist while constructing, installing, maintaining, or repairing the Improvements and shall not to suffer the same to remain there beyond a time reasonably sufficient for the completion of the construction activity. Licensee shall further repair or cause to be repaired the portion of such street or right-of-way or any facility or property affected thereby so as to restore the same to its condition just previous to such activity.

5. This Agreement, until its expiration or revocation shall run as a covenant with the land, and the terms and conditions of this Agreement shall be binding on the grantees, successors and assigns of Licensee. Licensee shall cause any immediate successors-in-interest to have actual notice of this agreement.

C. Default. In the event that Licensee fails to maintain the Licensed Property or otherwise comply with the terms or conditions as set forth herein, then the City shall give Licensee written notice thereof, by registered or certified mail, return receipt requested, to the address set forth below. Licensee shall have thirty (30) days from the date of receipt of such notice to take action to remedy the failure complained of, provided that the City may require the failure to be remedied within less time as appropriate to protect the public health, safety, and welfare, and, if Licensee does not satisfactorily remedy the same within the required period, the City may terminate this license.

Licensee Address:

Sudderth Brothers Contracting, Inc
11892 FM 2243
Leander, TX 78641

Licensor Address:

City of Leander
P.O. Box 319
Leander, Texas 78646-0319
Attention: City Manager

VIII. COMMENCEMENT AND TERMINATION. This Agreement shall begin with the effective date and continue thereafter during the term of this Agreement, as set out above, or until the earlier termination of this Agreement as provided for herein. If Licensee abandons construction or maintenance of all or any part of the Improvements or Licensed Property as set forth in this Agreement, then this Agreement, shall expire and terminate following thirty (30) days written notice to the Licensee if such abandonment has not been remedied by the Licensee within such period; the City shall thereafter have the right to enter the Licensed Property and terminate the rights of Licensee, its successors and assigns hereunder. Licensee may not remove the Improvements once construction of the Improvements is completed without the consent of the City. The City at its sole option may accept or decline ownership of the Improvements in the event that the Licensee abandons the Improvements. All installations of Licensee not removed shall be deemed property of the City as of the time abandoned.

IX. TERMINATION.

A. Termination by Licensee. This Agreement may be terminated by Licensee by delivering written notice of termination to the City not later than thirty (30) days before the effective date of termination. If Licensee so terminates, then Licensee shall, if required by the City, remove the Improvements from the Licensed Property within the thirty day notice period at Licensee's sole cost and expense. Failure to do so shall constitute a breach of this Agreement.

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

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

2. Use of the right-of-way area becomes necessary for a public purpose;

3. The Improvements, or a portion of them, constitute a danger to the public which the City deems not be remediable by alteration or maintenance of the Improvements;

4. Despite thirty (30) days written notice to Licensee, maintenance or alteration necessary to alleviate a danger to the public has not been made;

5. Licensee fails to comply with the terms and conditions of this Agreement including, but not limited to any insurance or license fee requirements specified herein; or

6. Licensee (or its permitted successors or assigns) lose their right to occupy the Business Tract (e.g., because of the termination or expiration of a ground lease).

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

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

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

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

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

default.

XV. ASSIGNMENT. Licensee shall not assign, sublet or transfer its interest in this Agreement without the written consent of the City, which consent shall not be unreasonably withheld. Licensee shall furnish to the City a copy of any such assignment or transfer of any of Licensee's rights in this Agreement, including the name, address, and contact person of the assignee, along with the date of assignment or transfer.

LICENSOR City of Leander,
a Texas municipal corporation

By:_____
Name: Christopher Fielder
Title: Mayor
Mailing Address: P.O. Box 319
Leander, Williamson County, Texas 78646-0319

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on _____, 2013 by Christopher Fielder, Mayor, City of Leander, Texas, a Texas municipal corporation, on behalf of the municipal corporation.

_____
Notary Public - State of Texas

LICENSEE Sudderth Brothers Contracting, Inc,
a Texas incorporated company

By: _____
Name: _____
Title: _____
Mailing Address: _____
_____

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on _____, 2013, by _____, _____ of Sudderth Brothers Contracting, Inc, a Texas incorporated company, on behalf of the corporation.

_____
Notary Public, State of Texas

EXHIBIT "A"
(Map of Licensed Property)

Sudberth Site
R.O.W. sold back to parent tract
Sign Location
Sign Location

AGENDA ITEM # 12

Executive Summary

March 21, 2013

Council Agenda Subject: An Ordinance readopting Chapter 8, Article 8.500 of the Leander Code of Ordinances; establishing curfews for minors; providing definitions; providing defenses and exceptions; and providing penalties

Background: As per Texas Local Government Code 370.002, the City is required before the third anniversary of the date of adoption of a juvenile curfew ordinance to review the ordinances effects on the community and on the problems the ordinance was intended to remedy, conduct public hearings on the need to continue the ordinance and abolish, continue or modify the ordinance.

If approved, the City will not need to review its curfew ordinance for another three years.

Origination: Greg Minton, Chief of Police

Financial Consideration: None

Recommendation: Staff recommends the continuation of the curfew ordinance without any modifications.

Attachments: Ordinance

Prepared by: Debbie Haile, City Secretary

LEANDER POLICE DEPARTMENT

MEMORANDUM

To: **Kent Cagle, City Manager**

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

Date: **Monday, March 12, 2013**

Subject: **City Ordinance 8.500 Curfew Regulations**

After reviewing the City Ordinance *8.500 Curfew Regulations,* it was discovered that the ordinance had expired in October 2010. With the assistance of the City Secretary, we researched the ordinance's progression and discovered the following:

The original city curfew ordinance was first adopted on June 18, 1998. As per Texas Local Government Code 370.002, before the third anniversary of the date of adoption of a juvenile curfew ordinance the City is required to review the ordinances effects on the community and a review of the original problems the ordinance was intended to remedy. Furthermore, the City is required to conduct public hearings on the need to continue the ordinance and make a determination whether the ordinance should be abolished, continues, or modified as needed. Unfortunately, this did not happen and as a result, the Leander Curfew Regulations expired in 2001. On September 20, 2007, the Leander Municipal Court brought back the ordinance and presented it to Council, where they approved the renewal of *8.500 Curfew Regulations*. The adopted ordinance would not require another review until 2010.

In 2009, the Mayor wanted a revision to the curfew ordinance to include a "daytime" curfew and requested that a public hearing be scheduled for the October 1, 2009 council meeting. During the "action" phase of the public hearing, one of the council members made a motion to postpone revising the curfew ordinance and directed the police chief to bring back a fiscal impact statement, to obtain truancy numbers from LISD, ask Home school groups to participate with input for a "daytime" curfew ordinance, and review other cities ordinances on daytime curfews. This information was never brought back to council and subsequently the curfew ordinance expired on September 20, 2010.

With the steady increase in the City's population there is a corresponding increase in the juvenile population and a statistically higher probability that there will be a higher number of juveniles wandering the streets at night. Continuing this curfew ordinance would provide a tool for law enforcement to make lawful contact with juveniles who are found to be out during late night hours and address related issues in an effort to reduce youth related crime and victimization.

We recognize that juveniles are not the only cause of late night crime and community problems, but we feel that this tool would allow us to make good faith contact with unsupervised juveniles to determine if they are legitimately out late because they fall within the exceptions in place for juveniles who are with their parents or who have a legitimate reason for being out late at night, such as employment, or school and church activities. Likewise it would allow us to make good faith contact with those juveniles that are not out with the knowledge of their parents and committing mischief, engaging in criminal activity or causing other juvenile related community problems.

Respectfully, we are requesting the renewal of the city curfew ordinance. If approved, we would not need to readdress this ordinance until the end of March in 2016.

LEANDER POLICE DEPARTMENT

City of Leander Curfew *Frequently Asked Questions*

What time would the curfew be in effect?

- 12:01 a.m. until 6:00 a.m. on any Monday, Tuesday, Wednesday, Thursday, or Friday;
- 1:00 a.m. until 6:00 a.m. on any Saturday or Sunday.
-

What age applies to the curfew?

- Any person under 17 years of age not including those individuals under 17 years of age who have, in accordance with Chapter 31, Texas Family Code, had the general disabilities of minority removed.

What are the exemptions to the curfew?

- Accompanied by the minor's parent or guardian;
- On an errand at the direction of the minor's parent or guardian, without any detour or stop;
- In a motor vehicle involved in interstate travel;
- Engaged in an employment activity, or going to or returning home from an employment activity, without any detour or stop;
- Involved in an emergency;
- On the sidewalk abutting the minor's residence or abutting the residence of a next-door neighbor if the neighbor did not complain to the police department about the minor's presence;
- Attending an official school, religious, or other recreational activity supervised by adults and sponsored by the city, Leander Independent School District, a civic organization, church or another similar entity that takes responsibility for the minor, or going to or returning home from, without any detour or stop, an official school, religious, or other recreational activity supervised by adults and sponsored by the city, Leander Independent School District, church, a civic organization, or another similar entity that takes responsibility for the minor;
- Exercising First Amendment rights protected by the United States Constitution, such as the free exercise of religion, freedom of speech, and the right of assembly;
- Married or had been married or had disabilities of minority removed in accordance with Chapter 31 of the Texas Family Code; or

- Under Section 8.502(c) that the owner, operator, or employee of an establishment promptly notified the police department that a minor was present on the premises of the establishment during curfew hours and refused to leave.

What happened if I violate the curfew?

If you are a minor:

- You may be detained by a law enforcement officer;
- Your parents and/or legal guardian may be required to respond and take custody of you;
- You may be issued a citation that requires your appearance in the Municipal Court;
- When making your court appearance, your parents or guardian must come with you;
- If found guilty, the Judge may impose a fine, probation or community service.

If you are a parent or guardian:

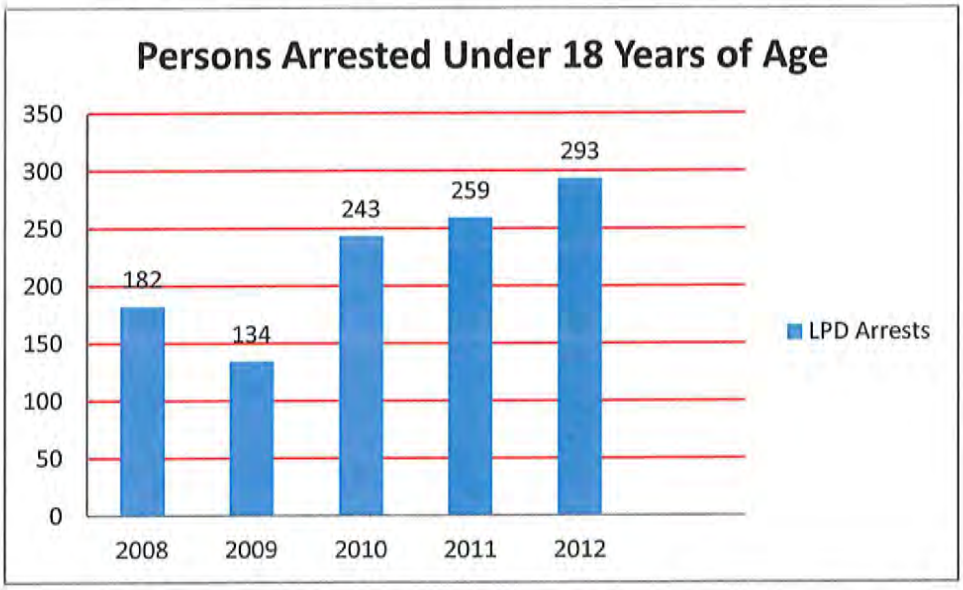
- You may be detained by a law enforcement officer;
- You will be required to respond and take custody of your child;
- If you allowed your child to violate the curfew, you may be issued a citation that requires your appearance in the Municipal Court;
- If found guilty, the Judge may impose a fine, probation or community service.

Before taking any enforcement action under this article, a police officer shall ask the apparent offender's age and reason for being in the public place. The officer shall not issue a citation or make an arrest under this article unless the officer reasonably believes that an offense has occurred and that no defense in Section 8.503 is present.

Sec. 8.505 Penalties

(a) A person who violates a provision of this article is guilty of a separate offense for each day or part of a day during which the violation is committed, continued, or permitted. Each offense, upon conviction, is punishable by a fine in accordance with the general penalty provision found in Section 1.109 of this code.

(b) When required by Section 51.08 of the Texas Family Code, as amended, the municipal court shall waive original jurisdiction over a minor who violates Section 8.502(a) of this article and shall refer the minor to juvenile court.



Source : FBI – Uniformed Crime Report

This graph represents the arrests of persons under the age of 18 in the City of Leander over a 5 year period..

Over 15,000 Population [COMPARABLE CITY'S IN WILLIAMSON COUNTY WITH CURFEW'S

Georgetown, TX

11P-6A Sun – Thurs

12P-6A Fri – Sat

No daytime curfew

Under 17

Cedar Park, TX

11P-6A Sun – Thurs

12P-6A Fri – Sat

No daytime curfew

Under 17

Round Rock, TX

1201A-6A Mon – Fri

1A-6A Fri – Sat - Sun

Daytime curfew

Under 17

Leander, TX

1201A-6A Mon – Fri

1A-6A Fri – Sat - Sun

No daytime curfew

Under 17

Taylor, TX

11P-6A Sun – Thurs

12P-6A Fri – Sat

Daytime curfew

Under 17

Hutto, TX

11P-6A Sun – Thurs

1201PA-6A Fri – Sat

Daytime curfew

Under 17

ORDINANCE NO. _____

AN ORDINANCE READOPTING CHAPTER 8, ARTICLE 8.500 OF THE CITY OF LEANDER CODE OF ORDINANCES; ESTABLISHING CURFEWS FOR MINORS; PROVIDING DEFINITIONS; PROVIDING DEFENSES AND EXCEPTIONS; PROVIDING PENALTIES; AND PROVIDING OPEN MEETINGS, SEVERABILITY AND RELATED CLAUSES.

Whereas, Section 370.002 of the Local Government Code requires a curfew ordinance to be reviewed and readopted from time to time;

Whereas, after conducting a public hearing, the City Council of the City of Leander, Texas (the "City") desires to continue such an ordinance; and

Whereas, the City Council finds the establishment of reasonable curfew hours for minors to be necessary and reasonable for the protection of such minors and the public health, safety and welfare;

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

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

Section 2. Amendment of Chapter 8, Article 8.500. Chapter 8, Article 8.500 of the Leander Code of Ordinances is hereby readopted in its entirety to read as follows.

ARTICLE 8.500 CURFEW REGULATIONS

Sec. 8.501 Definitions

The following words and phrases when used in this article shall, for the purpose of this article, have the meanings respectively ascribed to them in this section.

Curfew Hours. Means 12:01 a.m. until 6:00 a.m. on any Monday, Tuesday, Wednesday, Thursday, or Friday; and 1:00 a.m. until 6:00 a.m. on any Saturday or Sunday.

Emergency. Means an unforeseen combination of circumstances or the resulting state that calls for immediate action. The term includes, but is not limited to, a fire, a natural disaster, an automobile accident, or any situation requiring immediate action to prevent serious bodily injury or loss of life.

Establishment. Means any privately owned place of business operated for a profit to which the public is invited, including but not limited to any place of amusement or entertainment.

Guardian. Means a person who, under court order, is the guardian of the person of a minor; or a public or private agency with whom a minor has been placed by a court.

Minor. Means any person under 17 years of age not including those individuals under 17 years of age who have, in accordance with Chapter 31, Texas Family Code, had the general disabilities of minority removed.

Operator. Means any individual, firm, association, partnership, or corporation operating, managing, or conducting any establishment. The term includes the members or partners of an association or partnership and the officer of a corporation.

Parent. Means a person who is a natural parent, adoptive parent, or stepparent of another person; or at least 18 years of age and authorized by a parent or guardian to have the care and custody of a minor.

Public Place. Means any place to which the public or a substantial group of the public has access and includes, but is not limited to, streets, highways, and the common areas of schools, hospitals, apartment houses, office buildings, transport facilities, and shops.

Remain. Means to linger or stay; or fail to leave premises when requested to do so by a police officer or the owner, operator, or other person in control of the premises.

Serious Bodily Injury. Means bodily injury that creates a substantial risk of death or that causes death, serious permanent disfigurement, or protracted loss or impairment of the function of any bodily member or organ.

Sec. 8.502 Offenses

(a) A minor commits an offense if he remains in any public place or on the premises of any establishment within the City during curfew hours.

(b) A parent or guardian of a minor commits an offense if he knowingly permits, or by insufficient control allows, the minor to remain in any public place or on the premises of any establishment within the City during curfew hours.

(c) The owner, operator, or any employee of an establishment commits an offense if he knowingly allows a minor to remain upon the premises of the establishment during curfew hours.

Sec. 8.503 Defenses

It is a defense to prosecution under Section 8.502 that the minor was:

(1) Accompanied by the minor's parent or guardian;

(2) On an errand at the direction of the minor's parent or guardian, without any detour or stop;

(3) In a motor vehicle involved in interstate travel;

(4) Engaged in an employment activity, or going to or returning home from an employment activity, without any detour or stop;

(5) Involved in an emergency;

(6) On the sidewalk abutting the minor's residence or abutting the residence of a next door neighbor if the neighbor did not complain to the police department about the minor's presence;

(7) Attending an official school, religious, or other recreational activity supervised by adults and sponsored by the City of Leander, Leander Independent School District, a civic organization, church or another similar entity that takes responsibility for the minor, or going to or returning home from, without any detour of stop, an official school, religious, or other recreational activity supervised by adults and sponsored by the City of Leander, Leander Independent School District, church, a civic organization, or another similar entity that takes responsibility for the minor;

(8) Exercising First Amendment rights protected by the United States Constitution, such as the free exercise of religion, freedom of speech, and the right of assembly; or

(9) Married or had been married or had disabilities of minority removed in accordance with Chapter 31 of the Texas Family Code.

(10) Under Section 8.502(c) that the owner, operator, or employee of an establishment promptly notified the police department that a minor was present on the premises of the establishment during curfew hours and refused to leave.

Sec. 8.504 Enforcement

Before taking any enforcement action under this article, a police officer shall ask the apparent offender's age and reason for being in the public place. The officer shall not issue a citation or make an arrest under this article unless the officer reasonably believes that an offense has occurred and that no defense in Section 8.503 is present.

Sec. 8.505 Penalties

(a) A person who violates a provision of this article is guilty of a separate offense for each day or part of a day during which the violation is committed, continued, or permitted. Each offense, upon conviction, is punishable by a fine in accordance with the general penalty provision found in Section 1.109 of this code.

(b) When required by Section 51.08 of the Texas Family Code, as amended, the municipal court shall waive original jurisdiction over a minor who violates Section 8.502(a) of this article and shall refer the minor to juvenile court.

Sec. 8.506 Liability

The Leander Police Department, police officers of the Leander Police Department, or any employee charged with the enforcement of this article, acting in good faith and without malice for the City in the discharge of his or her duties, shall not thereby be rendered liable personally and is hereby relieved from all personal liability for any damage that may accrue to persons or property as a result of any act required or by reason of any act or omission in the discharge of his or her duties. Any suit brought against the police officer or such employee, because of any act or omission in the discharge of duties under any provision of this article, shall be defended by the City attorney or an attorney appointed by the City's insurance carrier until final termination of the proceedings.

Sec. 8.507 Governmental Immunity

Nothing in this article shall be deemed to waive, modify or amend any legal defense available at law or in equity to either the City, the police department or its employees nor to create any legal rights or claims on behalf of any third party. Neither the City, the police department nor its employees waives, modifies or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas.

Section 3. Conflicting Ordinances. Chapter 8, Article 8.500 of the Leander Code of Ordinances, is hereby adopted as provided herein. All ordinances or parts of ordinances inconsistent with or in conflict with this Ordinance are hereby amended and repealed to the extent of such inconsistency or conflict.

Section 4. Severability. 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 hereof 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 5. Effective Date. This Ordinance shall take effect immediately upon its adoption

by the City Council and publication as required by the Local Government Code.

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

PASSED AND APPROVED on first reading this the 21th day of March, 2013.

Attest: **The City of Leander**

_____ _____

Debbie Haile, City Secretary Christopher Fielder, Mayor

AGENDA ITEM # 13

Executive Summary

March 21, 2013

Council Agenda Subject: Consideration of Agreement with Klotz Associates, Inc., for professional services for Hero Way Waterline Design

Background: This proposed agreement provides for professional services for the design, advertising, bidding, and construction services for a 12-inch water distribution line along the south side of Hero Way from the Hwy. 183 to Hwy 183-A and along the west side of Hwy183-A to the south side of R.R. 2243. Compensation for this work is a lump sum amount of $$88,300.00.

Origination: Wayne S. Watts, P.E., Public Works Director/City Engineer

Financial Consideration: $88,300.00 GL # 20-02-8320

Recommendation: Staff requests authorization of the City Manager to negotiate and execute the proposed Agreement for Hero Way Waterline Design.

Attachments: Agreement for Hero Way Waterline Design

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

klotz associates

AGREEMENT FOR CONSULTING SERVICES

This Agreement for Consulting Services ("Agreement") is made and entered into as of this 11th day of February, 2013, by and between Klotz Associates, Inc. of Travis County, Texas ("Engineer"), and

City of Leander
("Client")

That whereas the Client has requested services of the Engineer in relation to:

Hero Way Waterline Design
("Project")

NOW, THEREFORE, the CLIENT and the ENGINEER, in consideration of the mutual covenants set forth below, agree as follows:

The attached proposal ("Proposal") is accepted by the Client and is incorporated herein as part of the Agreement.

Upon receipt by Engineer of a fully executed copy of this Agreement, the Engineer will develop and provide the Client with data, information and any opinions relating to the Project that are requested by the Client and provided for in the Proposal; proceed with the Basic Services more fully described in the Proposal; and proceed with any Additional Services as authorized by Client under the terms of the Proposal. Authorization to perform Additional Services under this Agreement may be oral or in writing. The Engineer will inform the Client on the progress of the Engineer's services.

The Client accepts responsibility for providing the Engineer with all available information pertinent to the Project, including previous reports and any other relevant data, and will arrange for and provide access for the Engineer to enter upon public and private lands as required for the Engineer to perform services under this Agreement, without liability of any nature to the Engineer except for liability due to Engineer's own negligence or willful misconduct.

Unless otherwise agreed in writing or set forth in the Proposal, Engineer will complete the Basic Services and any authorized Additional Services within a reasonable time following Engineer's receipt of Client's authorization to proceed. Client agrees to not hinder or delay Engineer's progress with the services.

Payments for services of the Engineer will be based on a fixed price of Eighty Eight Thousand Three Hundred Dollars ($88,300.00). Invoices will be submitted monthly and will reflect the percentage of the project completed at the date of the invoice. Charges for Reimbursable Expenses, if any, will be described in the attached proposal.

Client agrees to pay Engineer's reasonable expenses incurred in connection with the Project ("Reimbursable Expenses"). Reimbursable Expenses shall include the Engineer's cost of transportation and subsistence of principals, employees and consultants when traveling in connection with the Project; consultant's fees; field office expenses; toll telephone calls and telegrams; costs of reproduction of reports, drawings and similar Project related items; and other similar charges actually incurred by Engineer. Reimbursable expenses will be charged at Engineer's cost plus 15%.

Client agrees to pay for all Additional Services in accordance with the Proposal. Engineer will not proceed with Additional Services until authorized by Client to do so.

Payment for Basic Services, Additional Services, and Reimbursable Expenses shall be made by the Client within thirty (30) days of the date of Engineer's invoice. All amounts not paid the Engineer within thirty days of the date of Engineer's invoice shall bear interest at 1.5% per month, calculated daily, on the unpaid balance.

Termination of this Agreement prior to completion must be made in writing and may be made by either party. If this Agreement is terminated at any time by either party, the Engineer shall be paid for all services actually performed and all Reimbursable Expenses incurred prior to termination and, if the termination is by Client, any Reimbursable Expenses reasonably incurred by Engineer as a consequence of Client's termination. Engineer shall not be required to deliver to Client any of Engineer's Instruments of Service (defined below) unless and until Engineer is paid in full.

Client hereby agrees that Engineer's total liability to Client for injuries, claims, losses, expenses, or damages arising out of or related to the Project or this Agreement, including any liability for attorney's fees or costs of litigation, shall not exceed the total compensation actually received by Engineer for Basic and Additional Services, if any, under this Agreement. Client further agrees that Engineer shall not be liable to Client for any injuries, claims, losses, expenses, or damages, except to the extent caused by Engineer's own professional negligence or willful misconduct. There are no third party beneficiaries of this Agreement. Engineer's work product, including the Instruments of Service (defined below) are not intended for use by any other person or entity except Client and may not be relied upon by anyone other than Client for any purpose whatsoever.

All of Engineer's work product and documents, including original drawings, estimates, specifications, field notes and data (collectively, the "Instruments of Service"), are and shall remain the property of the Engineer. Conditioned on Client's payment in full to Engineer for the Basic Services, Additional Services, and Engineer's Reimbursable Expenses, Client shall be entitled to retain a reproducible copy of the Instruments of Service and is hereby granted a limited, non-transferrable license to use such Instruments of Service solely for purposes of the Project.

The following persons are hereby designated as the authorized representatives of Client and Engineer, respectively, for all purposes under this Agreement.

For Engineer:
Name: James Schwerdtfeger, PE
Address: 901 S. Mopac, Bldg.V, Ste.220
Austin, TX 78746
Phone: 512.328.5771
Email: james.schwerdtfeger@klotz.com

For Client:
Name: Pix Howell
Address: 200 West Willis St.
Leander, TX 78641
Phone: 512.528.2736
Email: pix@ci.leander.tx.us

This Agreement represents the entire, integrated agreement between the Engineer and the Client with respect to the Project and may be amended only by written instrument signed by both parties. This Agreement shall be governed by the laws of the State of Texas.

CLIENT:
City of Leander

Name Date

Title

ENGINEER:
Klotz Associates, Inc.

SEDukette 2/11/13

Scott Dukette, PE Date

Vice President

klotz associates

901 South MoPac Expressway
Building V, Suite 220
Austin, Texas 78746
T 512.328.5771 F 512.328.5774
austin.office@klotz.com

January 16, 2013

Mr. Pix Howell
City of Leander
200 West Willis Street
Leander, Texas 78641

Re: Proposal for Professional Engineering Services
Hero Way Waterline Design
City of Leander, Texas
Klotz Associates Proposal No. 2013-02

Dear Pix:

Thank you for the opportunity to submit this proposal for engineering design phase services related to the proposed 6,700 feet of 12-inch waterline within the Hero Way right-of-way (north side) between the Capital Metro eastern right-of-way and 183A and within 183A right-of-way (west side) from Hero Way to RM 2243. The following sections outline our understanding of the scope of services for this project.

Design Phase Services

1. The City of Leander or CTRMA will provide 183A electronic files. Klotz Associates currently has the Hero Way electronic files. In order to reduce cost to the City, Klotz Associates will use these base files to complete the water line design.

2. Environmental services are required as part of this project. Excavating for the installation of the new waterline at the creek crossing will require delineation of Jurisdictional Waters (Ordinary High Water Mark) to confirm that the project falls under USACE Nationwide Permit 12 – Utility Line Activities and will not require completing the Pre-Construction Notification or other permitting. We have provided a Not-to-Exceed allowance for the delineation.

3. Klotz Associates anticipates that additional survey may be required to supplement the Hero Way and 183A electronic information obtained from others. The exact locations and needs will be determined during design. We have provided a Not-to-Exceed allowance for this work.

4. Klotz Associates anticipates developing the following sheets:
   - Cover Sheet
   - General Notes
   - Erosion Control Plan
   - Plan and Profile (16 Sheets)
   - Water Line Details

5. Klotz Associates will prepare an Engineer's Opinion of Probable Construction Cost for the draft and final submittals.

6. We will perform QA/QC and Final Look reviews for the draft and final submittals.

7. Klotz Associates will submit two sets of revised sheets (11"x17") at draft and final reviews to the City of Leander.

8. We will coordinate each submittal with the City of Leander for review and comment.

9. Klotz Associates will attend up to two project meetings during the design and permit phase with the City of Leander.

10. We will prepare and submit bi-weekly Progress Reports.

11. We will prepare and submit meeting notes from all meetings.

Bidding Phase Services

1. Klotz Associates will prepare the bidding documents for competitive bid. This includes completing the project manual and project plans. We will submit bidding documents by email to those that request them. Hard copies will not be provided.

2. We will attend the pre-bid meeting at City Hall.

3. Klotz Associates will respond to bidders' questions during the bidding process.

4. We will analyze the bids, review the stated qualifications and submit our recommendation for the qualified low bidder to the City.

5. We will provide three (3) sets of plans (11"x17") to the selected contractor.

Construction Phase Services

1. Klotz Associates will respond to contractor's requests for information (RFI's) during construction.

2. We will attend the pre-construction meeting at City Hall.

3. Klotz Associates will review the contractor pay applications and provide a recommendation on payment approval.

4. We anticipate up to three (3) site visits during construction.

5. We will prepare Record Drawings based upon markups provided by the selected contractor.

Assumptions

1. Easement acquisition is not included in the scope and fee. If easements are determined to be necessary for construction, those locations will be identified as part of the design and acquired by the City prior to bidding. The scope and fee for additional metes and bounds descriptions are not included in this proposal and will be an additional scope item if necessary.

2. Williamson County review will not be required.

3. Only one water service will be included on the plans.

4. Modeling or other effort to evaluate impacts on pressure or supply of connecting the proposed 12" line into the existing 6" line at RM 2243 is not desired. Klotz Associates can provide an additional scope of work to complete this work at the City's request.

5. USACE permitting efforts beyond the confirmation of Ordinary High Water limits will not be required.

6. Resident Project Representative services will not be required.

Schedule
Klotz Associates will submit the draft plans and opinion of probable construction costs within six weeks from the Notice to Proceed. Final plans and project manual will be dependent on City review times and acquiring any applicable permits.

Budget
The project will be performed for a lump sum fee of $88,300. The fees are broken down as follows:

Waterline Design	$57,400
Jurisdictional Water Identification	$ 2,000 (Allowance)
Bidding Phase Services	$ 9,600
Construction Phase Services	$13,900
Expenses	$ 400
Additional Survey Needs	$ 5,000 (Allowance)
Total	**$88,300**

We appreciate the opportunity to provide these professional services to the City of Leander and look forward to a successful project. If you should have any questions in your review of this proposal, please contact me at 512-328-5771.

Sincerely,

SEDukette

Scott Dukette, P.E.
Vice President

Executive Summary

March 21, 2013

Council Agenda Subject: Consideration of Agreement with Klotz Associates, Inc., Amending Compensation Limit for Leander T Improvements Construction Phase Services

Background: This proposed agreement increases the compensation limit on engineering construction phase services for the Leander T (Mel Mathis) Project. The initial compensation limit for this work was approved by City Council in the amount of $59,980.00 on March 15, 2012. During that same meeting, City Council approved $150,000.00 for the Resident Project Representative (RPR) services required by TXDOT for the project. Only $95,634.00 of the approved $150,000.00 was obligated under the contract for RPR services, and the total RPR services charges are projected to be safely under that $95,634.00 contract limit. Due to changes in the original scope of work and the additional costs thereof, Klotz and Associates, Inc., is requesting an increase of $23,000.00 in the compensation limit for engineering construction phase services with an offsetting reduction of $23,000.00 in the original $150,000.00 approved for RPR services. Compensation for this work continues to be unchanged on a time and materials basis.

Origination: Wayne S. Watts, P.E., Public Works Director/City Engineer

Financial Consideration: $23,000.00 GL # 53-02-8335

Recommendation: Staff requests authorization of the City Manager to negotiate and execute the proposed Agreement with Klotz and Associates, Inc., increasing the construction phase services compensation limit by $23,000.00 for the Leander T Improvements Project.

Attachments: Agreement with Klotz Associates, Inc., Amending Compensation Limit for Leander T Improvements Construction Phase Services

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

AGREEMENT FOR CONSULTING SERVICES

This Agreement for Consulting Services ("Agreement") is made and entered into as of this 1 day of February, 2013, by and between Klotz Associates, Inc. of Travis County, Texas ("Engineer"), and

City of Leander
("Client")

That whereas the Client has requested services of the Engineer in relation to:

Leander T Improvements Construction Phase Services
("Project")

NOW, THEREFORE, the CLIENT and the ENGINEER, in consideration of the mutual covenants set forth below, agree as follows:

The attached proposal ("Proposal") is accepted by the Client and is incorporated herein as part of the Agreement.

Upon receipt by Engineer of a fully executed copy of this Agreement, the Engineer will develop and provide the Client with data, information and any opinions relating to the Project that are requested by the Client and provided for in the Proposal; proceed with the Basic Services more fully described in the Proposal; and proceed with any Additional Services as authorized by Client under the terms of the Proposal. Authorization to perform Additional Services under this Agreement may be oral or in writing. The Engineer will inform the Client on the progress of the Engineer's services.

The Client accepts responsibility for providing the Engineer with all available information pertinent to the Project, including previous reports and any other relevant data, and will arrange for and provide access for the Engineer to enter upon public and private lands as required for the Engineer to perform services under this Agreement, without liability of any nature to the Engineer except for liability due to Engineer's own negligence or willful misconduct.

Unless otherwise agreed in writing or set forth in the Proposal, Engineer will complete the Basic Services and any authorized Additional Services within a reasonable time following Engineer's receipt of Client's authorization to proceed. Client agrees to not hinder or delay Engineer's progress with the services.

Charges for Basic Services of the Engineer will be based on payroll costs of salaries and wages times a factor for general overhead and profit of 2.5. Engineer has provided Client with the estimated cost for the Basic Services. Engineer will not exceed the estimated cost for the Basic Services without the oral or written consent of the Client.

Client agrees to pay Engineer's reasonable expenses incurred in connection with the Project ("Reimbursable Expenses"). Reimbursable Expenses shall include the Engineer's cost of transportation and subsistence of principals, employees and consultants when traveling in connection with the Project; consultant's fees; field office expenses; toll telephone calls and telegrams; costs of reproduction of reports, drawings and similar Project related items; and other similar charges actually incurred by Engineer. Reimbursable expenses will be charged at Engineer's cost plus 15%.

Client agrees to pay for all Additional Services in accordance with the Proposal. Engineer will not proceed with Additional Services until authorized by Client to do so.

Payment for Basic Services, Additional Services, and Reimbursable Expenses shall be made by the Client within thirty (30) days of the date of Engineer's invoice. All amounts not paid the Engineer within thirty days of the date of Engineer's invoice shall bear interest at 1.5% per month, calculated daily, on the unpaid balance.

Termination of this Agreement prior to completion must be made in writing and may be made by either party. If this Agreement is terminated at any time by either party, the Engineer shall be paid for all services actually performed and all Reimbursable Expenses incurred prior to termination and, if the termination is by Client, any Reimbursable Expenses reasonably incurred by Engineer as a consequence of Client's termination. Engineer shall not be required to deliver to Client any of Engineer's Instruments of Service (defined below) unless and until Engineer is paid in full.

Client hereby agrees that Engineer's total liability to Client for injuries, claims, losses, expenses, or damages arising out of or related to the Project or this Agreement, including any liability for attorney's fees or costs of litigation, shall not exceed the total compensation actually received by Engineer for Basic and Additional Services, if any, under this Agreement. Client further agrees that Engineer shall not be liable to Client for any injuries, claims, losses, expenses, or damages, except to the extent caused by Engineer's own professional negligence or willful misconduct. There are no third party beneficiaries of this Agreement. Engineer's work product, including the Instruments of Service (defined below) are not intended for use by any other person or entity except Client and may not be relied upon by anyone other than Client for any purpose whatsoever.

All of Engineer's work product and documents, including original drawings, estimates, specifications, field notes and data (collectively, the "Instruments of Service"), are and shall remain the property of the Engineer. Conditioned on Client's payment in full to Engineer for the Basic Services, Additional Services, and Engineer's Reimbursable Expenses, Client shall be entitled to retain a reproducible copy of the Instruments of Service and is hereby granted a limited, non-transferrable license to use such Instruments of Service solely for purposes of the Project.

The following persons are hereby designated as the authorized representatives of Client and Engineer, respectively, for all purposes under this Agreement.

For Engineer:
Name: James Schwerdtfeger
Address: 901 S. Mopac, Bldg. V, Ste. 220
Austin, TX 78746
Phone: 512.328.5771
Email: james.schwerdtfeger@klotz.com

For Client:
Name: Wayne Watts, PE
Address: 200 West Willis St.
Leander, TX 78641
Phone: 512.528.2760
Email: w.watts@ci.leander.tx.us

This Agreement represents the entire, integrated agreement between the Engineer and the Client with respect to the Project and may be amended only by written instrument signed by both parties. This Agreement shall be governed by the laws of the State of Texas.

CLIENT:
City of Leander

Name Date

Title

ENGINEER:
Klotz Associates, Inc.

SE Dukette 2-1-13

Scott Dukette, PE Date

Vice President

klotz associates

901 South MoPac Expressway
Building V, Suite 220
Austin, Texas 78746
T 512.328.5771 F 512.328.5774
austin.office@klotz.com

January 30, 2013

Mr. Wayne Watts, PE
City of Leander
200 West Willis Street
Leander, Texas 78641

Re: Proposal for Professional Engineering Services
Leander T Improvements Construction Phase Services
Klotz Associates Project 0950.001.000

Dear Wayne:

Klotz Associates is requesting a reallocation of funding between the Construction Phase Services (CPS) and Resident Project Representative (RPR) for the Leander T Roadway Improvements project. We have performed additional work beyond the original scope of services for the CPS. The RPR portion of the work can be completed well under the amount originally approved.

City Council approved $59,980 for CPS and $150,000 for RPR at the March 15, 2012 City Council meeting. Subsequently, the City Manager approved individual Work Authorizations for CPS on June 6, 2012 for $59,980 and RPR on September 10, 2012 for $95,634. We request that a portion of the approved, but unallocated $54,366 RPR amount be reallocated to the CPS to cover the following services:

A. Scope of Services

Construction Phase Services

1. Bidding Assistance – early in the project we assisted with restructuring and rebidding the project to meet budget requirements while also complying with TxDOT requirements.
2. Water Line Cost Estimates – Klotz Associates will assist the City to develop multiple cost estimates for possible change order items requested by owner.
3. TxDOT Audits – Klotz Associates will prepare for and attend the TxDOT LGPP audits. We anticipate three to four LGPP audits.
4. TxDOT coordination and paperwork for change orders and pay request reimbursement – Klotz Associates will continue to complete the required TxDOT paperwork for both change orders and the pay request reimbursements. Our original work authorization underestimated the amount of paperwork and time required for each submittal.

klotz associates

B. Budget

We have currently invoiced for approximately $27,700 for RPR services through January 15, 2013 and anticipate that this work item can be completed well within the $95,634 previously authorized by the City Manager. We request that $23,000 of the approved but unauthorized $54,366 of RPR services be reallocated to the CPS services described above, using the same hourly rates used for our previous work authorization.

We appreciate the opportunity to continue to provide these professional services to the City of Leander and look forward to the completion of a successful project. If you should have any questions in your review of this proposal, please contact me at 512-328-5771 for further assistance.

Sincerely,

SE Dukette

Scott Dukette, P.E.
Vice President

AGENDA ITEM # 15

Executive Summary

March 21, 2013

Council Agenda Subject: Consideration of Agreement with Raba Kistner Consultants, Inc., Amending Agreement for Construction Testing Services for the Leander T Improvements Project

Background: This proposed Agreement replaces and supersedes the attached interim construction testing services agreement with Raba Kistner Consultants, Inc., for the Leander T Improvements project. This amendment modifies the scope of work and increases the compensation provided in the interim agreement with a $28,000.00 increase in the compensation limit from $24,000.00 to 53,000.00. The interim agreement was executed on October 1, 2012, in order to begin project testing activities as required by TXDOT and construction activities. The project has reached the point where additional, previously anticipated compensation is required. Compensation is on a time and materials basis.

Origination: Wayne S. Watts, P.E., Public Works Director/City Engineer

Financial Consideration: $28,000.00 GL # 53-02-8335

Recommendation: Staff requests authorization of the City Manager to negotiate and execute the proposed Agreement with Raba Kistner Consultants, Inc., which supersedes and replaces the interim Agreement, dated October 1, 2012, for the Leander T (Mel Mathis) Improvements Project.

Attachments: (1) Proposed Agreement with Raba Kistner Consultants, Inc.; and (2) interim Agreement dated October 1, 2012

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

PAD12-110-00
September 28, 2012

RABA KISTNER CONSULTANTS

Raba Kistner
Consultants, Inc.
8100 Cameron Road
Suite B-150
Austin, TX 78754
www.rkci.com

P 512 :: 339 :: 1745
F 512 :: 339 :: 6174
TBPE Firm F-3257

Mr. Kent Cagle
City of Leander
P.O. Box 319
Leander, TX 78646-0319

Re: **Construction Materials Testing Services**
Mel Mathis Avenue and San Gabriel Extension
Leander, Texas

Dear Mr. Cagle:

Raba-Kistner Consultants, Inc. (RKCI) is pleased to submit our estimate to provide the construction materials observation and testing services on the above-referenced project.

We propose an estimated budget of **$24,000.00** for construction materials testing and observation services for the referenced project. This budget is based on our understanding of the project, an estimate of quantities, review of the construction schedule, and past experience with similar projects. A cost estimate breakdown is presented in the attached spreadsheet. Construction sequencing, delays, and the number of times that the client or their representative requests our services will affect the suggested budget. Services will be provided on a call out basis for the unit fees attached to this proposal. The scope of work includes the observation and testing of the following construction materials:

- Laboratory testing and in-place field nuclear density testing,

This proposal may serve as RKCI's work agreement for the referenced project. Please sign this proposal, initial every page of each attachment, fill out the Report Distribution List, and return one signed original to our office as authorization for RKCI to provide these services. If you choose to issue your own purchase order or work agreement, please reference our proposal number.

Thank you for allowing RKCI the opportunity to submit our proposal for the construction materials observation and testing services. We have a fully equipped AASHTO Accredited laboratory and we look forward to providing these services to you during the construction of this project. If you have any questions concerning our proposal or need any additional information, please call us at (512) 339-1745.

Very truly yours,

RABA KISTNER CONSULTANTS, INC.

Gabriel Ornelas, Jr., P.E.
Vice President

GO/wdd

Attachments: Cost Estimate Breakdown
Scope of Work
Report Distribution List
Attachment I, Standard Terms and Conditions

Approved By: Kent Cagle
(Signature)

Kent Cagle
(Printed or Typed Name)

City Manager
(Title)

City of Leander
(Company Name)

10/1/2012
(Date)

COST ESTIMATE BREAKDOWN			Date:	September 27, 2012
			Proposal Number:	PAD12-110-00
Project Name:	Mel Mathis Avenue and San Gabriel Parkway Extension			
Project Location:	Leander Texas, Williamson County			
Contact Name:	Kent Cagle			
Client:	City of Leander			
Address:	200 W. Willis; P.O. Box 319			
City/State /Zip	Leander, Texas 78646-0319			
Phone Number::	512-528-2702			
Fax Number:	512-259-1605			
E-Mail:	kcagle@leandertx.gov			
TESTING/OBSERVATION ITEM	UNIT COST	UNIT	ESTIMATED QUANTITY	COST EXTENSION
EARTHWORK TESTING AND OBSERVATION				
SOILS				
Laboratory Testing				
Moisture Density Relationship, TxDOT or ASTM	$350.00	each	6	$2,100.00
(Includes Atterberg Limits and Sieve Analysis)				
Field Testing/Observation				
In-Place Nuclear Densities	$12.00	each	198	$2,376.00
Materials Technician	$42.00	hour	222	$9,324.00
Vehicle Travel Charge	$30.00	trip	84	$2,520.00
Subtotal				$16,320.00
SOILS - UTILITIES (Storm Sewer 5600 LF)				
Laboratory Testing				
Moisture Density Relationship, TxDOT or ASTM	$350.00	each	1	$350.00
(Includes Atterberg Limits and Sieve Analysis)				
Field Testing/Observation				
In-Place Nuclear Densities	$12.00	each	100	$1,200.00
Materials Technician	$42.00	hour	60	$2,520.00
Vehicle Travel Charge	$30.00	trip	20	$600.00
Subtotal				$4,670.00
PROJECT ADMINISTRATION				
Project Coordinator	$65.00	hour	2	$130.00
Project Engineer	$150.00	hour	1	$150.00
Subtotal				$280.00
Reporting and Report Distribution		10% of total cost		$2,127.00
		GRAND TOTAL		$23,397.00

PAD12-110-00
September 28, 2012

SCOPE OF WORK
Mel Mathis Avenue and San Gabriel Parkway Extension
Leander, Texas

General:

1. We understand that The City of Leander will require the services of experienced engineering technicians as scheduled by you or your representatives. Client will incur a 3 hour minimum charge per each site visit. We request twenty-four (24) hour notification to properly schedule our work.

2. Service charges are based on the hourly rates stated herein and will be assessed from the time the Engineer or Technician leaves our office until he returns from the project.

3. A vehicle travel charge will be assessed for round trip travel from our office to the project site, material supplier, etc. and back to our office.

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6. Raba-Kistner will utilize the on-site initial field curing facilities provided by the contractor. The cost of providing and maintaining these initial curing facilities is not included in our proposal.

PAD12-110-00
September 28, 2012

REPORT DISTRIBUTION LIST

Please provide RKCI with project distribution for our submittal of reports on this project. Unless otherwise indicated, testing and observation reports will be distributed via email.

Client: _____

_____

Attention: _____

Phone No.: _____ Email: _____

Architect: _____

_____

Attention: _____

Phone No.: _____ Email: _____

Engineer: _____

_____

Attention: _____

Phone No.: _____ Email: _____

Contractor: _____

_____

Attention: _____

Phone No.: _____ Email: _____

Other: _____

_____

Attention: _____

Phone No.: _____ Email: _____

Please return this Attachment via fax or mail with signed Authorization

RABA KISTNER

STANDARD TERMS AND CONDITIONS

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8. **RIGHT TO RETAIN SUB-CONSULTANTS.** CLIENT acknowledges that while performing the services and work products, situations or circumstances may occur where RK determines that in its judgment the services of sub-consultants may be necessary.

9. **TOXIC AND HAZARDOUS MATERIALS.** CLIENT shall provide RK with all information within CLIENT'S possession or knowledge as to the potential or presence of toxic or hazardous materials or pollutants at the site. CLIENT agrees that RK neither created nor contributed to the creation or existence of any toxic or hazardous materials or pollutants. In no event shall RK be required to sign a hazardous waste manifest or take title to any toxic or hazardous materials or pollutants. If unanticipated toxic or hazardous materials or pollutants are encountered while performing RK's services, RK reserves the right to stop field operations and notify the CLIENT and CLIENT assumes responsibility to notify appropriate regulatory agencies. RK and CLIENT must mutually agree to remobilize.

10. **NO THIRD-PARTY BENEFICIARIES.** The services and any report prepared under this Agreement are for the sole benefit and sole use of CLIENT and are not for the use of any other party or person. Only CLIENT may rely upon the services and any report or work product. Nothing in this Agreement, or any subsequent amendments or modifications, or in any report issued under this Agreement, shall create a contractual relationship with or a cause of action in the favor of any third party against either RK or CLIENT.

11. LEED PROJECTS. Unless specifically addressed elsewhere in this agreement, RK has no responsibility or liability, including duty to defend or duty to indemnify, any party (including but not limited to CLIENT, owner, owner's agents, architects, engineers, contractors, construction managers, subcontractors) for the LEED certification process including: developing, producing, or retaining any documentation relating to the calculation of LEED points; and attainment of LEED certification points or LEED ratings.

12. STANDARD OF CARE. RK shall perform its professional services in accordance with the standard of care and diligence normally practiced by recognized professional firms in performing services of a similar nature, in the same locality, under similar circumstances. CLIENT expressly acknowledges that RK makes no other warranties or guarantees, expressed or implied, regarding its professional services or its work products.

13. LIMITATION OF LIABILITY. To the greatest extent permitted by law, CLIENT'S sole remedy against RK for claims and liabilities in any way arising out of or directly or indirectly related to the error, omission, or other professional negligence of RK's work for CLIENT will not exceed an aggregate limit of $100,000 or the amount of RK's fee, whichever is greater for that portion of RK's work found to be defective, regardless of the legal theory which remedy is sought, whether based on negligence (whether sole or concurrent, active or passive), breach of contract, breach of warranty, strict liability or otherwise.

14. CONSEQUENTIAL DAMAGES. Neither CLIENT nor RK will be liable to the other for any special, consequential, incidental or penal losses or damages including but not limited to losses, damages or claims related to the unavailability of property or facilities, shutdowns or service interruptions, loss of use, profits, revenue, or inventory, or for use charges, cost of capital, or claims of the other party and/or its customers.

15. SUSPENSION OF SERVICES. If the CLIENT fails to make payments when due or otherwise is in breach of this Agreement, RK may suspend performance of services upon seven (7) calendar days' notice to the CLIENT. RK shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such suspension. Upon payment in full by the CLIENT, RK may resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for RK to resume performance. Payment of invoices shall not be subject to any discounts or set-offs by the CLIENT unless agreed to in writing by RK. Payment to RK for services rendered and expenses incurred will be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.

16. INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, RK AGREES TO INDEMNIFY AND HOLD THE CLIENT HARMLESS FROM AND AGAINST LIABILITIES, DAMAGES AND COSTS TO THE EXTENT CAUSED BY RK'S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT AND TO THE EXTENT THAT RK IS RESPONSIBLE FOR THE LIABILITIES, DAMAGES AND COSTS ON A COMPARATIVE BASIS OF FAULT AND RESPONSIBILITY BETWEEN RK AND THE CLIENT. NEITHER CLIENT NOR RK IS RESPONSIBLE FOR DAMAGES OR LIABILITIES CAUSED BY THE NEGLIGENCE OF THE OTHER PARTY. 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. THIS INDEMNIFICATION EXPRESSLY EXCLUDES THE DUTY OF RK TO DEFEND THE CLIENT. HOWEVER, THE ABSENCE OF THE DUTY TO DEFEND SHALL NOT PRECLUDE THE CLIENT FROM SEEKING RECOVERY OF ITS REASONABLE ATTORNEYS' FEES AS PART OF ITS DAMAGES. THE CLIENT AGREES TO LOOK SOLELY TO THE CORPORATE ASSETS, INCLUDING BUT NOT LIMITED TO INSURANCE POLICIES, OF RK, WITH RESPECT TO SATISFACTION OF ANY LIABILITIES THAT MAY ARISE OUT OF THE PERFORMANCE OF THIS AGREEMENT. ACCORDINGLY, NO EMPLOYEE, PRINCIPAL, DIRECTOR, OFFICER, PARTNER, OR SHAREHOLDER OF RK SHALL BE SUBJECT TO ANY PERSONAL LIABILITY ARISING OUT OF OR RELATING TO THE PERFORMANCE OF THIS AGREEMENT.

17. DISPUTE RESOLUTION/LITIGATION. All claims, disputes, and other controversy between RK and CLIENT arising out of or in any way related to the services provided by RK shall be submitted to mediation, before and as a condition precedent to other remedies provided by law. If a dispute at law arises related to these services and that dispute requires litigation as provided above, the CLIENT assents to personal jurisdiction in the State of RK's principal place of business; the claim will be brought and tried in judicial jurisdiction of the court of the county where RK's principal place of business is located, and CLIENT waives the right to remove action to any other county or jurisdiction; and the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' and expert witness fees, and other claim-related expenses. As a condition precedent to mediation of any claim arising out of the services provided under this Agreement, CLIENT shall obtain the written opinion from a registered, independent, and reputable professional engineer that RK has violated the standard of care applicable to RK's performance of services, in a form that meets the requirements of Texas Civil Practice & Remedies Code Chapter 150.

18. TERMINATION OF CONTRACT. CLIENT and RK may terminate services at any time upon ten (10) calendar days' written notice. In the event of termination, CLIENT agrees to fully compensate RK for services performed including reimbursable expenses through the termination date, as well as reasonable demobilization expenses. RK will terminate services without waiving any claims or incurring any liability.

19. STATUTE OF LIMITATIONS. Any applicable statute of limitations will commence to run and any cause of action shall be deemed to have accrued not later than the earlier of the following: (1) the date on which RK issues its report under this Agreement; or (2) if RK is retained to perform construction observation, the date of substantial completion of the project.

20. FORCE MAJEURE. Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control ("Force Majeure") including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. Force Majeure may not be claimed as a cause for delay in payment of money due and payable hereunder.

21. NO ASSIGNMENT. Neither RK nor CLIENT shall assign, sublet, or transfer its interest in this Agreement without the express written consent of the other.

22. SEVERABILITY. Each provision of this Agreement is intended to be severable. If any terms or provisions of this agreement shall be held to be invalid, illegal, or unenforceable for any reason whatsoever, the validity, legality, and enforceability of the remaining provisions hereof shall remain in full force and effect and shall not in any way be affected or impaired thereby. Moreover, to the maximum extent allowed by law, the Parties hereto stipulate that any offending provisions will be modified or altered, as necessary, so as to give such provision the maximum permissible effect and application intended.

23. ENTIRE AGREEMENT. This Agreement, and all of its attachments, constitutes the entire, integrated Agreement between the Parties to it, and this Agreement supersedes all other Agreements, oral or written between the Parties, concerning the subject set forth in this Agreement. This Agreement may not be amended except in writing, with that amendment being signed by both Parties.

PAD12-110-00
September 27, 2012

RABA KISTNER CONSULTANTS

Raba Kistner
Consultants, Inc.
8100 Cameron Road
Suite B-150
Austin, TX 78754
www.rkci.com

P 512 :: 339 :: 1745
F 512 :: 339 :: 6174
TBPE Firm F-3257

Mr. James Schwerdtfeger, P.E.
Klotz Associates
901 S. Mopac Expressway
Bldg V, Suite 220
Austin, TX 78746

Re: Construction Materials Testing Services
Mel Mathis Avenue and San Gabriel Parkway Extension
Leander, Texas

Dear Mr. Schwerdtfeger:

Raba-Kistner Consultants, Inc. (RKCI) is pleased to submit our estimate to provide the construction materials observation and testing services on the above-referenced project.

We propose an estimated budget of **$53,000.00** for construction materials testing and observation services for the referenced project. Alternate No. 1 for the San Gabriel Parkway would be an additional **$11,000.** These budgets are based on our understanding of the project, an estimate of quantities, review of the construction schedule, and past experience with similar projects. A cost estimate breakdown is presented in the attached spreadsheet. Construction sequencing, delays, and the number of times that the client or their representative requests our services will affect the suggested budget. Services will be provided on a call out basis for the unit fees attached to this proposal. The scope of work includes the observation and testing of the following construction materials:

- Laboratory testing and in-place field nuclear density testing,
- Reinforcing steel observations
- Concrete compressive strength specimen sampling, testing, and reporting,
- Drilled shaft observations, and
- Hot mix asphalt testing and observations

This proposal may serve as RKCI's work agreement for the referenced project. Please sign this proposal, initial every page of each attachment, fill out the Report Distribution List, and return one signed original to our office as authorization for RKCI to provide these services. If you choose to issue your own purchase order or work agreement, please reference our proposal number.

Thank you for allowing RKCI the opportunity to submit our proposal for the construction materials observation and testing services. We have a fully equipped AASHTO Accredited laboratory and we look forward to providing these services to you during the construction of this project. If you have any questions concerning our proposal or need any additional information, please call us at (512) 339-1745.

Very truly yours,

RABA KISTNER CONSULTANTS, INC.

Gabriel Ornelas, Jr., P.E.
Vice President

GO/wdd

Attachments: Cost Estimate Breakdown
Scope of Work
Report Distribution List
Attachment I, Standard Terms and Conditions

Approved By: _____
(Signature)

_____
(Printed or Typed Name)

_____
(Title)

_____
(Company Name)

_____
(Date)

COST ESTIMATE BREAKDOWN			Date:	September 27, 2012
			Proposal Number:	PAD12-110-00
Project Name:	Mel Mathis Avenue and San Gabriel Parkway Extension			
Project Location:	Leander Texas, Williamson County			
Contact Name:	James Schwerdtfeger, P.E.			
Client:	Klotz Associates			
Address:	901 S. Mopac Expressway; Bldg V, Suite 220			
City/State /Zip	Austin, TX 78746			
Phone Number::	512-328-5771			
Fax Number:	512-328-5774			
E-Mail:	James.Schwerdtfeger@klotz.com			
TESTING/OBSERVATION ITEM	UNIT COST	UNIT	ESTIMATED QUANTITY	COST EXTENSION
EARTHWORK TESTING AND OBSERVATION				
SOILS				
Laboratory Testing				
Moisture Density Relationship, TxDOT or ASTM	$350.00	each	6	$2,100.00
(Includes Atterberg Limits and Sieve Analysis)				
Field Testing/Observation				
In-Place Nuclear Densities	$12.00	each	198	$2,376.00
Materials Technician	$42.00	hour	222	$9,324.00
Vehicle Travel Charge	$30.00	trip	84	$2,520.00
Subtotal				$16,320.00
SOILS - UTILITIES (Storm Sewer 5600 LF)				
Laboratory Testing				
Moisture Density Relationship, TxDOT or ASTM	$350.00	each	1	$350.00
(Includes Atterberg Limits and Sieve Analysis)				
Field Testing/Observation				
In-Place Nuclear Densities	$12.00	each	100	$1,200.00
Materials Technician	$42.00	hour	60	$2,520.00
Vehicle Travel Charge	$30.00	trip	20	$600.00
Subtotal				$4,670.00
CONCRETE OBSERVATION AND TESTING (Includes Rip/Rap/Misc, Sidewalk, Water Quality Basin and Wing Walls)				
Laboratory Testing				
Concrete Compressive Strength Cylinders	$12.00	each	104	$1,248.00
Field Testing/Observation				
Materials Technician	$42.00	hour	113	$4,746.00
Materials Technician (overtime)	$55.00	hour		$0.00
Vehicle Travel Charge	$30.00	trip	43	$1,290.00
Subtotal				$7,284.00
DRILLED SHAFT OBSERVATIONS (88 Total Piers - Estimate Complete 8 Piers/Day)				
Laboratory Testing				
Concrete Compressive Strength Cylinders	$12.00	each	64	$768.00
Field Testing/Observation				
Materials Technician	$42.00	hour	88	$3,696.00
Materials Technician (overtime)	$55.00	hour	12	$660.00
Geotechnical Engineer	$130.00	hour	4	$520.00
Vehicle Travel Charge	$30.00	trip	12	$360.00
Subtotal				$6,004.00
HOT MIX ASPHALT - (Spec Item 3224 - 11,200 Tons - Estimate Production of 1000 tons/day)				
Laboratory Testing - *To be performed at Plant*				
Bag Sample (Extraction, Gradation, A/C content,	$340.00	each	0	$0.00
Molding Specimens, Laboratory Density of Molded				
Specimens, Stability Test, Hveem, Maximum				
Theoretical spasific Gravity)				
Density of Asphalt Cores	$80.00	each	96	$7,680.00
Field Testing/Observation				
Materials Technician	$42.00	hour	120	$5,040.00
Vehicle Travel Charge	$30.00	trip	12	$360.00
Subtotal				$13,080.00
PROJECT ADMINISTRATION				
Project Coordinator	$65.00	hour	6	$390.00
Project Engineer	$150.00	hour	2	$300.00
Subtotal				$690.00
Reporting and Report Distribution		10% of total cost		$4,804.80
		GRAND TOTAL		$52,852.80

BID ALTERNATE NO. 1 - SAN GABRIEL PARKWAY				
TESTING/OBSERVATION ITEM	UNIT COST	UNIT	ESTIMATED QUANTITY	COST EXTENSION
SOILS				
Laboratory Testing				
Moisture Density Relationship, TxDOT or ASTM	$350.00	each	2	$700.00
(Includes Atterberg Limits and Sieve Analysis)				
Field Testing/Observation				
In-Place Nuclear Densities	$12.00	each	51	$612.00
Materials Technician	$42.00	hour	52	$2,184.00
Vehicle Travel Charge	$30.00	trip	13	$390.00
Subtotal				$3,886.00
CONCRETE (Sidewalks Only)				
Laboratory Testing				
Concrete Compressive Strength Cylinders	$12.00	each	20	$240.00
Field Testing/Observation				
Materials Technician	$42.00	hour	19	$798.00
Materials Technician (overtime)	$55.00	hour		$0.00
Vehicle Travel Charge	$30.00	trip	7	$210.00
Subtotal				$1,248.00
HOT MIX (1695 Tons Estimate Production of 1000 Tons/Day)				
Laboratory Testing				
Bag Sample (Extraction, Gradation, A/C content,	$340.00	each		$0.00
Molding Specimens, Laboratory Density of Molded				
Specimens, Stability Test, Hveem, Maximum				
Theoretical spasific Gravity)				
Density of Asphalt Cores	$80.00	each	32	$2,560.00
Field Testing/Observation				
Materials Technician	$42.00	hour	32	$1,344.00
Vehicle Travel Charge	$30.00	trip	4	$120.00
Subtotal				$4,024.00
PROJECT ADMINISTRATION				
Project Coordinator	$65.00	hour	2	$130.00
Project Engineer	$150.00	hour	2	$300.00
Subtotal				$430.00
Reporting and Report Distribution		10% of total cost		$958.80
		GRAND TOTAL		$10,546.80

PAD12-110-00
September 27, 2012

SCOPE OF WORK
Mel Mathis Avenue and San Gabriel Parkway Extension
Leander, Texas

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Client: _____

_____

Attention: _____

Phone No.: _____ Email: _____

Architect: _____

_____

Attention: _____

Phone No.: _____ Email: _____

Engineer: _____

_____

Attention: _____

Phone No.: _____ Email: _____

Contractor: _____

_____

Attention: _____

Phone No.: _____ Email: _____

Other: _____

_____

Attention: _____

Phone No.: _____ Email: _____

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6. **TESTING AND OBSERVATIONS.** CLIENT understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. RK will provide test results and opinions based on tests and field observations only for the work tested. CLIENT understands that testing and observation are not continuous or exhaustive, and are conducted to reduce – not eliminate – project risk. CLIENT agrees to the level or amount of testing performed and the associated risk. CLIENT is responsible (even if delegated to contractor) for notifying and scheduling RK so RK can perform these services. RK shall not be responsible for the quality and completeness of contractor's work or their adherence to the project documents, and RK's performance of testing and observation services shall not relieve contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. RK will not supervise or direct the work performed by contractor or its subcontractors and is not responsible for their means and methods.

7. **ESTIMATE OF FEES FOR CONSTRUCTION AND MATERIALS TESTING SERVICES.** If included as part of RK's proposal, RK will, to the best of its ability, perform the scope of services related to Construction and Materials Testing Services within the proposed fee estimate provided by RK. RK's proposal fees are based upon an estimate of the services required to meet the requirements of the project as listed in the specification and following generally accepted engineering practices. The CLIENT recognizes that unforeseen circumstances along with changes in scope and project/contractor's schedules can influence the successful completion of the scope of services within the estimated proposed fees. Because the contractor has sole control over the project and determines the means and methods used to build/construct the project, RK's service fees are estimates and not lump sum or guaranteed maximum fees. The CLIENT is fully responsible for payment of all services provided, including retests of contractor's failed areas.

8. **RIGHT TO RETAIN SUB-CONSULTANTS.** CLIENT acknowledges that while performing the services and work products, situations or circumstances may occur where RK determines that in its judgment the services of sub-consultants may be necessary.

9. **TOXIC AND HAZARDOUS MATERIALS.** CLIENT shall provide RK with all information within CLIENT'S possession or knowledge as to the potential or presence of toxic or hazardous materials or pollutants at the site. CLIENT agrees that RK neither created nor contributed to the creation or existence of any toxic or hazardous materials or pollutants. In no event shall RK be required to sign a hazardous waste manifest or take title to any toxic or hazardous materials or pollutants. If unanticipated toxic or hazardous materials or pollutants are encountered while performing RK's services, RK reserves the right to stop field operations and notify the CLIENT and CLIENT assumes responsibility to notify appropriate regulatory agencies. RK and CLIENT must mutually agree to remobilize.

10. **NO THIRD-PARTY BENEFICIARIES.** The services and any report prepared under this Agreement are for the sole benefit and sole use of CLIENT and are not for the use of any other party or person. Only CLIENT may rely upon the services and any report or work product. Nothing in this Agreement, or any subsequent amendments or modifications, or in any report issued under this Agreement, shall create a contractual relationship with or a cause of action in the favor of any third party against either RK or CLIENT.

11. **LEED PROJECTS.** Unless specifically addressed elsewhere in this agreement, RK has no responsibility or liability, including duty to defend or duty to indemnify, any party (including but not limited to CLIENT, owner, owner's agents, architects, engineers, contractors, construction managers, subcontractors) for the LEED certification process including: developing, producing, or retaining any documentation relating to the calculation of LEED points; and attainment of LEED certification points or LEED ratings.

12. **STANDARD OF CARE.** RK shall perform its professional services in accordance with the standard of care and diligence normally practiced by recognized professional firms in performing services of a similar nature, in the same locality, under similar circumstances. CLIENT expressly acknowledges that RK makes no other warranties or guarantees, expressed or implied, regarding its professional services or its work products.

13. **LIMITATION OF LIABILITY.** To the greatest extent permitted by law, CLIENT'S sole remedy against RK for claims and liabilities in any way arising out of or directly or indirectly related to the error, omission, or other professional negligence of RK's work for CLIENT will not exceed an aggregate limit of $100,000 or the amount of RK's fee, whichever is greater for that portion of RK's work found to be defective, regardless of the legal theory which remedy is sought, whether based on negligence [whether sole or concurrent, active or passive], breach of contract, breach of warranty, strict liability or otherwise.

14. **CONSEQUENTIAL DAMAGES.** Neither CLIENT nor RK will be liable to the other for any special, consequential, incidental or penal losses or damages including but not limited to losses, damages or claims related to the unavailability of property or facilities, shutdowns or service interruptions, loss of use, profits, revenue, or inventory, or for use charges, cost of capital, or claims of the other party and/or its customers.

15. **SUSPENSION OF SERVICES.** If the CLIENT fails to make payments when due or otherwise is in breach of this Agreement, RK may suspend performance of services upon seven (7) calendar days' notice to the CLIENT. RK shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such suspension. Upon payment in full by the CLIENT, RK may resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for RK to resume performance. Payment of invoices shall not be subject to any discounts or set-offs by the CLIENT unless agreed to in writing by RK. Payment to RK for services rendered and expenses incurred will be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.

16. **INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, RK AGREES TO INDEMNIFY AND HOLD THE CLIENT HARMLESS FROM AND AGAINST LIABILITIES, DAMAGES AND COSTS TO THE EXTENT CAUSED BY RK'S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT AND TO THE EXTENT THAT RK IS RESPONSIBLE FOR THE LIABILITIES, DAMAGES AND COSTS ON A COMPARATIVE BASIS OF FAULT AND RESPONSIBILITY BETWEEN RK AND THE CLIENT. NEITHER CLIENT NOR RK IS RESPONSIBLE FOR DAMAGES OR LIABILITIES CAUSED BY THE NEGLIGENCE OF THE OTHER PARTY. 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. THIS INDEMNIFICATION EXPRESSLY EXCLUDES THE DUTY OF RK TO DEFEND THE CLIENT. HOWEVER, THE ABSENCE OF THE DUTY TO DEFEND SHALL NOT PRECLUDE THE CLIENT FROM SEEKING RECOVERY OF ITS REASONABLE ATTORNEYS' FEES AS PART OF ITS DAMAGES. THE CLIENT AGREES TO LOOK SOLELY TO THE CORPORATE ASSETS, INCLUDING BUT NOT LIMITED TO INSURANCE POLICIES, OF RK, WITH RESPECT TO SATISFACTION OF ANY LIABILITIES THAT MAY ARISE OUT OF THE PERFORMANCE OF THIS AGREEMENT. ACCORDINGLY, NO EMPLOYEE, PRINCIPAL, DIRECTOR, OFFICER, PARTNER, OR SHAREHOLDER OF RK SHALL BE SUBJECT TO ANY PERSONAL LIABILITY ARISING OUT OF OR RELATING TO THE PERFORMANCE OF THIS AGREEMENT.**

17. **DISPUTE RESOLUTION/LITIGATION.** All claims, disputes, and other controversy between RK and CLIENT arising out of or in any way related to the services provided by RK shall be submitted to mediation, before and as a condition precedent to other remedies provided by law. If a dispute at law arises related to these services and that dispute requires litigation as provided above, the CLIENT assents to personal jurisdiction in the State of RK's principal place of business; the claim will be brought and tried in judicial jurisdiction of the court of the county where RK's principal place of business is located, and CLIENT waives the right to remove action to any other county or jurisdiction; and the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' and expert witness fees, and other claim-related expenses. As a condition precedent to mediation of any claim arising out of the services provided under this Agreement, CLIENT shall obtain the written opinion from a registered, independent, and reputable professional engineer that RK has violated the standard of care applicable to RK's performance of services, in a form that meets the requirements of Texas Civil Practice & Remedies Code Chapter 150.

18. **TERMINATION OF CONTRACT.** CLIENT and RK may terminate services at any time upon ten (10) calendar days' written notice. In the event of termination, CLIENT agrees to fully compensate RK for services performed including reimbursable expenses through the termination date, as well as reasonable demobilization expenses. RK will terminate services without waiving any claims or incurring any liability.

19. **STATUTE OF LIMITATIONS.** Any applicable statute of limitations will commence to run and any cause of action shall be deemed to have accrued not later than the earlier of the following: (1) the date on which RK issues its report under this Agreement; or (2) if RK is retained to perform construction observation, the date of substantial completion of the project.

20. **FORCE MAJEURE.** Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control ("Force Majeure") including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. Force Majeure may not be claimed as a cause for delay in payment of money due and payable hereunder.

21. **NO ASSIGNMENT.** Neither RK nor CLIENT shall assign, sublet, or transfer its interest in this Agreement without the express written consent of the other.

22. **SEVERABILITY.** Each provision of this Agreement is intended to be severable. If any terms or provisions of this agreement shall be held to be invalid, illegal, or unenforceable for any reason whatsoever, the validity, legality, and enforceability of the remaining provisions hereof shall remain in full force and effect and shall not in any way be affected or impaired thereby. Moreover, to the maximum extent allowed by law, the Parties hereto stipulate that any offending provisions will be modified or altered, as necessary, so as to give such provision the maximum permissible effect and application intended.

23. **ENTIRE AGREEMENT.** This Agreement, and all of its attachments, constitutes the entire, integrated Agreement between the Parties to it, and this Agreement supersedes all other Agreements, oral or written between the Parties, concerning the subject set forth in this Agreement. This Agreement may not be amended except in writing, with that amendment being signed by both Parties.

Executive Summary

March 21, 2013

Council Agenda Subject: Consideration of Ordinance setting Speed Limits for Old 2243 West

Background: A Speed Zone Study for Old 2243 West has been completed by the Engineering Department. The sealed, signed Speed Study Strip Map for Old 2243 West supporting the proposed speed limits will be attached to the ordinance. The current speed limit is 55 mph for all roadway segments proposed in this action except that portion of Old 2243 West lying between U.S. Hwy 183 and 100 feet east of the east driveway of Leander Station, which is 45 mph.

The proposed speed limit for Old 2243 West from U.S. Hwy. 183 to North Bagdad Road is 45 mph. Although speed studies support an 85th percentile speed limit of 50mph to 55 mph from Leander Station to North Bagdad Road, speed limits may be lowered up to 10 mph below the 85th percentile speed based on sound and generally accepted engineering judgment for such factors as lack of improved shoulders, constricted lateral movement including long runs of guardrail, significant crash histories, and higher potential for pedestrian and bicycle traffic in developed areas (no sidewalks, no bike lanes). Evaluation of these factors supports the reduction of 85th percentile speed limit to 45 mph.

The speed limit along Old 2243 West from North Bagdad Road to Ran Road shall remain 55 mph as supported by the 85th percentile speed determination. This portion of Old 2243 West did not meet the engineering judgment criteria that would allow reduction in the speed limit below the 85th percentile.

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

Financial Consideration: Cost of speed limit signage and installation by Street Department is modest and to be determined.

Recommendation: Staff requests approval of the proposed ordinance setting speed limits on Old 2243 West.

Attachments: Proposed Ordinance; note: Speed Study Strip Maps are approximately 15 feet long, are not attached, but are available for review in paper or electronic formats.

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AUTHORIZING AND DIRECTING THE INSTALLATION AND ERECTION OF SPEED CONTROL SIGNS FOR THE ZONING OF TRAFFIC AND RATE OF SPEED THEREON, IN THE CITY LIMITS OF LEANDER; DEFINING SPEEDING AND FIXING A PENALTY THEREFOR; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER THEREOF.

Whereas, the regulation of traffic, motor vehicles and conveyances upon all public streets, roadway and right-of-ways constituting a speed zone within the City limits is essential and necessary to protect and to preserve the public safety of the City of Leander, Texas (the "City");

Whereas, an Engineer for the City has conducted traffic studies and analyses resulting in the recommendations for the installation and erection of speed control signs along certain roadways in the City; and

Whereas, after review, the City Council has found that the installation and erection of speed control signs along designated stretches of roadway as hereinafter set forth and listed in this Ordinance are reasonable and necessary for the public safety and are supported by sound and accepted public safety and traffic engineering criteria;

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. Speed Zone(s). The Speed Zone(s), as further detailed in Exhibit "A", are established as follows:

SPEED ZONE ONE: OLD 2243 WEST (east of Bagdad Road)

FOR EASTBOUND TRAFFIC

Beginning at the intersection of Old 2243 West and North Bagdad Road, continuing eastward until the intersection of Old 2243 West and U.S. Hwy. 183, there being established a prima facie maximum speed limit of 45 miles per hour.

FOR WESTBOUND TRAFFIC
Beginning at the intersection of Old 2243 West and U.S. Hwy. 183, continuing westward until the intersection of Old 2243 West and North Bagdad Road, there being established a prima facie maximum speed limit of 45 miles per hour.

SPEED ZONE TWO: OLD 2243 WEST (west of Bagdad Road)

FOR EASTBOUND TRAFFIC

Beginning at the junction of Old 2243 West and Ran Road, continuing eastward until the intersection of Old 2243 West and Bagdad Road, there being established a prima facie maximum speed limit of 45 miles per hour.

FOR WESTBOUND TRAFFIC

Beginning at the intersection of Old 2243 West and North Bagdad Road, continuing westward until the junction of Old 2243 West and Ran Road, there being established a prima facie maximum speed limit of 45 miles per hour.

Section 3. Ratification and Confirmation. The installation, placement, erection of speed control signs as deemed appropriate and the enforcement of the traffic along the roadways set forth herein and as further detailed in Exhibit "A" are hereby confirmed and ratified by the City Council. Each speed control location, column one (I), listed in Exhibit "A" shall require traffic or motor vehicles operating in the zone indicated in column two (II) to adhere to such requirements and shall be in effect at all times. Signs will be erected giving notice of the prima facie speed limit so declared to be as indicated in column three (III) unless other wise changed by any other traffic control device duly placed, such as a school speed zone.

Section 4. Traffic Control Speed Signs. The City Council hereby orders and directs that the traffic Speed Zone signs hereinafter set forth in Exhibit "A" be placed, installed and erected at the locations designated herein, and that each such sign and device be hereafter maintained and enforced by the City. The signs indicate the prima facie speed limit in the direction facing the sign. Exhibit "A" is incorporated hereby as though fully transcribed herein for all purposes. In Exhibit "A", the term "controlled" as listed in column two refers to the street which the speed control sign for that line shall regulate and control traffic passing the location of the device indicated in column one. Each speed control sign placed along the location listed in column one of Exhibit "A" shall require traffic traveling on the section of roadway listed in the second column to observe the prima facie maximum speed limit which is in effect at all times unless otherwise charged by another traffic control device.

Section 5. Prima Facia Speed. Unless otherwise posted and designated, the maximum prima facia reasonable and prudent speed upon any roadway constituting an urban district shall be 30 miles per hour upon any roadway within the City limits and 15 miles per hour upon any alley within the City limits.

Section 6. Violation and Penalties. It shall be unlawful for any person to drive or operate a motor vehicle that enters the Speed Zones identified herein and further detailed in Exhibit "A" without observing the prima facie maximum speed limit which shall remain in effect at all times unless changed by another traffic control device duly placed. It shall be unlawful for any person to drive or operate a motor vehicle upon any roadway being unmarked with a speed control sign at a speed of greater than 30 miles per hour or upon any alley being unmarked with a speed control sign at a speed of greater than 15 miles per hour. Further, it shall be unlawful for any person to tamper with, alter, remove, destroy, cover or hinder the visibility, of any traffic device control device erected by this Ordinance in a manner which is inconsistent with its use as a traffic control device. Any person who violates this Ordinance or part thereof shall be guilty of a misdemeanor and upon conviction thereof, shall be punished by a fine of not less than $1.00 nor more than $200.00.

Section 7. Repeal of Conflicting Ordinances. All parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict only. In the event of a conflict or inconsistency between this Ordinance and any other code or ordinance of the City, the terms and provisions of the most restrictive ordinance shall govern.

Section 8. Effective Date. This Ordinance shall take effect immediately from and after its passage.

Section 9. Severability. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any phrase, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such invalid phrase, clause, sentence, paragraph or section. If any provision of this Ordinance shall be adjudged by a court of competent jurisdiction to be invalid, the invalidity shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provision, and to this end the provisions of this Ordinance are declared to be severable.

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

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

ATTEST:

_____
Debbie Haile, City Secretary

THE CITY OF LEANDER, TEXAS

_____
Christopher Fielder, Mayor

EXHIBIT "A"

Established Speed Zones
City of Leander, Texas

Column I Street Location and Direction	**Column II** Limits of Speed Zone Controlled by sign(s)	**Column III** Speed Limit
Old 2243 West, eastbound	From North Bagdad Road to U.S. Hwy. 183	45 mph
Old 2243 West, westbound	From U.S. Hwy. 183 to North Bagdad Road	45 mph
Old 2243 West, eastbound	From Ran Road to North Bagdad Road	45 mph
Old 2243 West, westbound	From North Bagdad Road to Ran Road	45 mph