AGENDA

CITY COUNCIL
CITY OF LEANDER, TEXAS

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

Thursday ~ April 4, 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.
5. Proclamation recognizing Autism Awareness Week 2013
   Sponsored by Mayor Fielder
6. Proclamation recognizing National Public Safety Telecommunications Week
   Sponsored by Chief Minton
7. Presentation regarding Vote Centers – Rachel Arnold with the Williamson County Vote Center Committee
8. Presentation from the Library Foundation Board
   Sponsored by Steve Bosak, Director of Parks & Recreation
9. Presentation from the Texas Municipal Retirement System (TMRS)

CONSENT AGENDA: ACTION

10. Approval of the minutes: Regular Meeting: March 21, 2013

PUBLIC HEARING: NO ACTION

11. Second 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
12. Second 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

PUBLIC HEARING: ACTION

13. **a. Public Hearing** on Zoning Case #13-Z-005: Consider a zoning change for .2686 acres, more or less, for a parcel located at 208 S. Brushy Street from SFU-2-B, Single Family Urban to PUD/TOD, Planned Unit Development/Transit Oriented Development, Leander, Williamson County, Texas Applicant: Michael A. Irene

    b. Action on Zoning Case #13-Z-005: amending Ordinance 05-018, the Composite Zoning Ordinance, for a parcel located at 208 S. Brushy Street, Leander, Williamson County, Texas

14. **a. Public Hearing** on 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

    b. Action on 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

REGULAR AGENDA

15. Consider a Resolution granting authority to the City Manager to establish purchasing policies and procedures and authority to approve change orders subject to limitations set by state law, as amended

16. Consider extension to the Facilities Agreement deadline for Travis County MUD's 19, 20 and 21 to June 3, 2013 for the owner to execute the agreements.

17. Consider Changes to City of Leander Personnel Policy Section 5.11 Changes to Injuries on the Job

18. Council Members Closing Statements

19. 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 28th day of March, 2013 by 5:00 pm pursuant to Chapter 551 of the Texas Government Code.

Debbie Haile

Debbie Haile, TRMC, City Secretary

PROCLAMATION

WHEREAS, Autism is fast becoming an epidemic with no known cause or cure; and

WHEREAS, Autism robs families of the child they thought they had and immediately changes life for the entire family forever; and

WHEREAS, a different parent hears their child has autism every 15 minutes; and

WHEREAS, Autism now affects 1 in 88 children and 1 in 54 boys; and

WHEREAS, school districts are already bending under the load since 70% of those diagnosed are under the age of 18; and

WHEREAS, Autism costs a family $60,000 a year on average; and

WHEREAS, Autism receives less than 5% of the research funding of many less prevalent childhood diseases; and

WHEREAS, boys are nearly five times more likely than girls to have Autism; and

WHEREAS, in 2007, the United Nations adopted a resolution naming April 2nd as *World Autism Awareness Day*; and

WHEREAS, Autism Speaks, the world's largest autism science and advocacy organization, created ***Light It Up Blue*** to shine a light on Autism during the month of April; and

WHEREAS, buildings all over the Austin area changed their lighting to blue on April 2nd; and

NOW, THEREFORE the Mayor and the City of Leander do hereby proclaim April as

Autism Awareness Month

Signed this 4th day of April, 2013.

Attest:

Christopher Fielder, Mayor

Debbie Haile, City Secretary

PROCLAMATION

WHEREAS, April 14th thru April 20th is designated as National Public Safety Telecommunications Week; and

WHEREAS, emergencies can occur at anytime and the prompt response of police officers and emergency services is critical to the protection of life and the preservation of property; and

WHEREAS, the first and most critical contact our citizens have with police services is the Leander Police Department Communications Center, and the safety of the public and the responding emergency personnel is dependent upon the quality and accuracy of information obtained and distributed; and

WHEREAS, Telecommunicators provide a vital link for our police officers by monitoring their activities by radio, providing them critical information, and having contributed substantially to the apprehension of criminals, the provision of emergency services, and good customer services; and

WHEREAS, each Telecommunicator has exhibited compassion, understanding and professionalism during the performance of their job in the past year;

NOW THEREFORE, I, Mayor Christopher Fielder and the Leander City Council , call upon all citizens of our community to recognize the week of **April 14th – April 20th, 2013** as

National Public Safety Telecommunications Week

In witness thereof, I have hereunto set my hand and caused the Seal of the City of Leander to be affixed.

Signed this 4th day of April, 2013.

Attest:

Christopher Fielder, Mayor

Debbie Haile, City Secretary

AGENDA ITEM # 7

Executive Summary

April 4, 2013

Agenda Subject: Presentation regarding Vote Centers from Rachel Arnold with the Williamson County Vote Center Committee

Background: Williamson County Commissioners Court adopted the use of Vote Centers for the May 11, 2013 elections. Voters can vote at any of the Vote Center locations in the County on Election Day the same as Early Voting.

Origination: Rachel Arnold, Williamson County Vote Center Committee

Recommendation: N/A

Attachments: Approved Vote Center Locations

Prepared by: Debbie Haile TRMC, City Secretary

subject to change

Joint General and Special Elections
Saturday, May 11, 2013
VOTE CENTER LOCATIONS

City	LOCATION	ADDRESS	CITY	ZIP
Bartlett	Bartlett Town Hall	140 W. Clark St.	Bartlett	76511
Cedar Park	Cedar Park City Hall	450 Cypress Creek Rd Bldg 3	Cedar Park	78613
	Cedar Park High School	2150 Cypress Creek Rd	Cedar Park	78613
	Cedar Park Public Library	550 Discovery Blvd	Cedar Park	78613
	Vista Ridge High School PAC	200 S Vista Ridge Blvd	Cedar Park	78613
Coupland	Coupland School	620 S. Commerce	Coupland	78615
Florence	Florence VFD	301 S. Patterson Ave.	Florence	76527
Georgetown	County Central Maintenance Facility	3151 SE Inner Loop	Georgetown	78626
	Cowan Creek Amenity Center	1433 Cool Springs Way	Georgetown	78633
	First Baptist Church	1333 W. University Ave.	Georgetown	78628
	Gabriel Oaks Church of Christ	1904 S. Austin Ave.	Georgetown	78626
	Georgetown ISD Admin Bldg	603 Lakeway Dr	Georgetown	78628
	Georgetown Parks & Rec. Admin. Bldg.	1101 N. College St.	Georgetown	78626
Granger	Granger ISD	300 N. Colorado St.	Granger	76530
Jarrell	Jarrell Memorial Park (Comm. Ctr)	1651 CR 305	Jarrell	76537
Leander	Leander High School	3301 S Bagdad Rd	Leander	78641
	Pat Bryson Municipal Hall	201 N Brushy St	Leander	78641
	Wiley Middle School	1701 CR 271	Leander	78641
Liberty Hill	Liberty Hill School Admin. Bldg.	14001 W. Hwy 29	Liberty Hill	78642
Taylor	Northside Board Room	2500 North Dr.	Taylor	76574
	Taylor City Hall	400 Porter St.	Taylor	76574

Travis County

Austin	Canyon Ridge Middle School	12601 Country Trails Ln	Austin	78732
	Dessau Elementary	1501 Dessau Ridge Lane	Austin	78754
	River Place Elementary	6500 Sitio Del Rio Blvd.	Austin	78730
	Westview Middle School	1805 Scofield Lane	Austin	78727
Jonestown	Jonestown Community Center	18649 FM 1431, Ste. 6A	Jonestown	78645
Leander	Round Mountain Comm. Center	14304 Round Mountain Rd.	Leander	78641
	Volente Fire Dept.	15406 FM 2769	Leander	78641
Pflugerville	Brookhollow Elementary	1200 N. Railroad Ave.	Pflugerville	78660
	County Tax Office (Comm. Ctr)	15822 Foothill Farms Loop	Pflugerville	78660
	Murchison Elementary	2215 Kelly Lane	Pflugerville	78660
Round Rock	Caldwell Elementary	1718 Picadilly Dr.	Round Rock	78664

AGENDA ITEM # 8

Executive Summary

April 4, 2013

Agenda Subject: Presentation from the Library Foundation Board

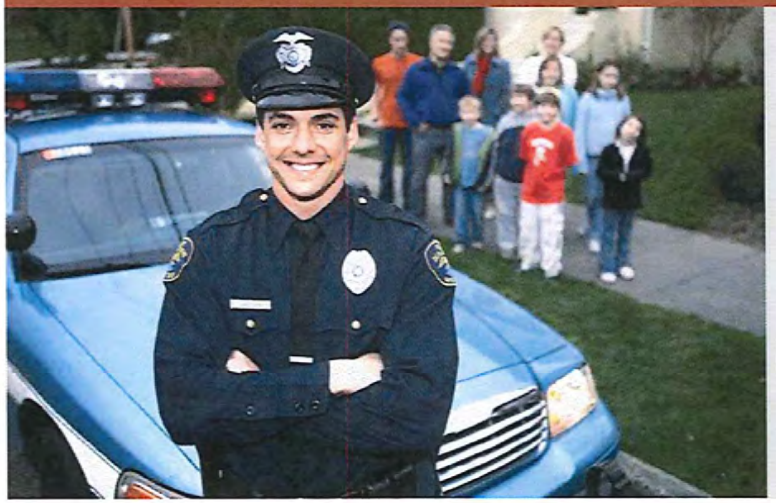
Background: The Library Foundation Board would like to update the City Council on their current activities.

Origination: Gary Anderson, President and Marc Petrick, Vice President

Recommendation: N/A

Attachments: N/A

Prepared by: Steve Bosak, Parks & Recreation Director



Gallagher Public Entity & Scholastic Group
a Division of Gallagher Benefit Services, Inc.

City of Leander, TX
Retirement Program Summary

Presented By
Doug Anderson, EA, ASA, MAAA
April 4, 2013

Table of Contents

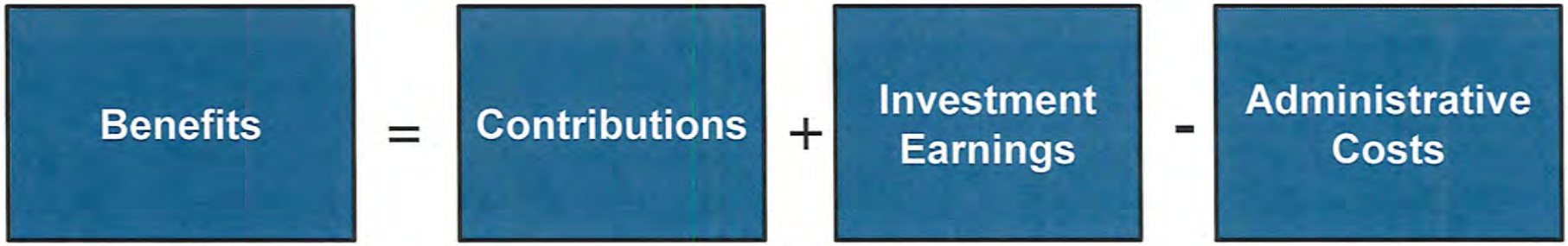
- Retirement Program Objectives & Fundamentals
- Summary of TMRS Benefits
- Summary of TMRS Costs
- Summary of TMRS Options

Common Retirement Program Objectives

Benefit Objectives	Cost Objectives
Provide a reasonable standard of living for career employees	Achieve and maintain an appropriate funded status
Provide benefits that are competitive with other Texas cities for employee recruiting and retention	Attain a manageable amount of contribution volatility & risk of future increases
Provide benefits that are fair across the employee classes (General, Fire, & Police)	Attain a reasonable balance of contribution sharing with the employees
Share a reasonable amount of investment risk with employees	Attain a cost that the City Council considers affordable with respect to all other competing priorities

Retirement Plan Fundamentals

All retirement programs adhere to the following formula:



Defined Benefit Plans provide a fixed monthly benefit. Contributions will increase if investment earnings are less than an assumed amount and will decrease if earnings exceed an assumed amount.

Defined Contribution Plans provide benefits that will vary with investment earnings. The contribution amount is fixed.

TMRS is technically a defined benefit plan with some features of a defined contribution plan.

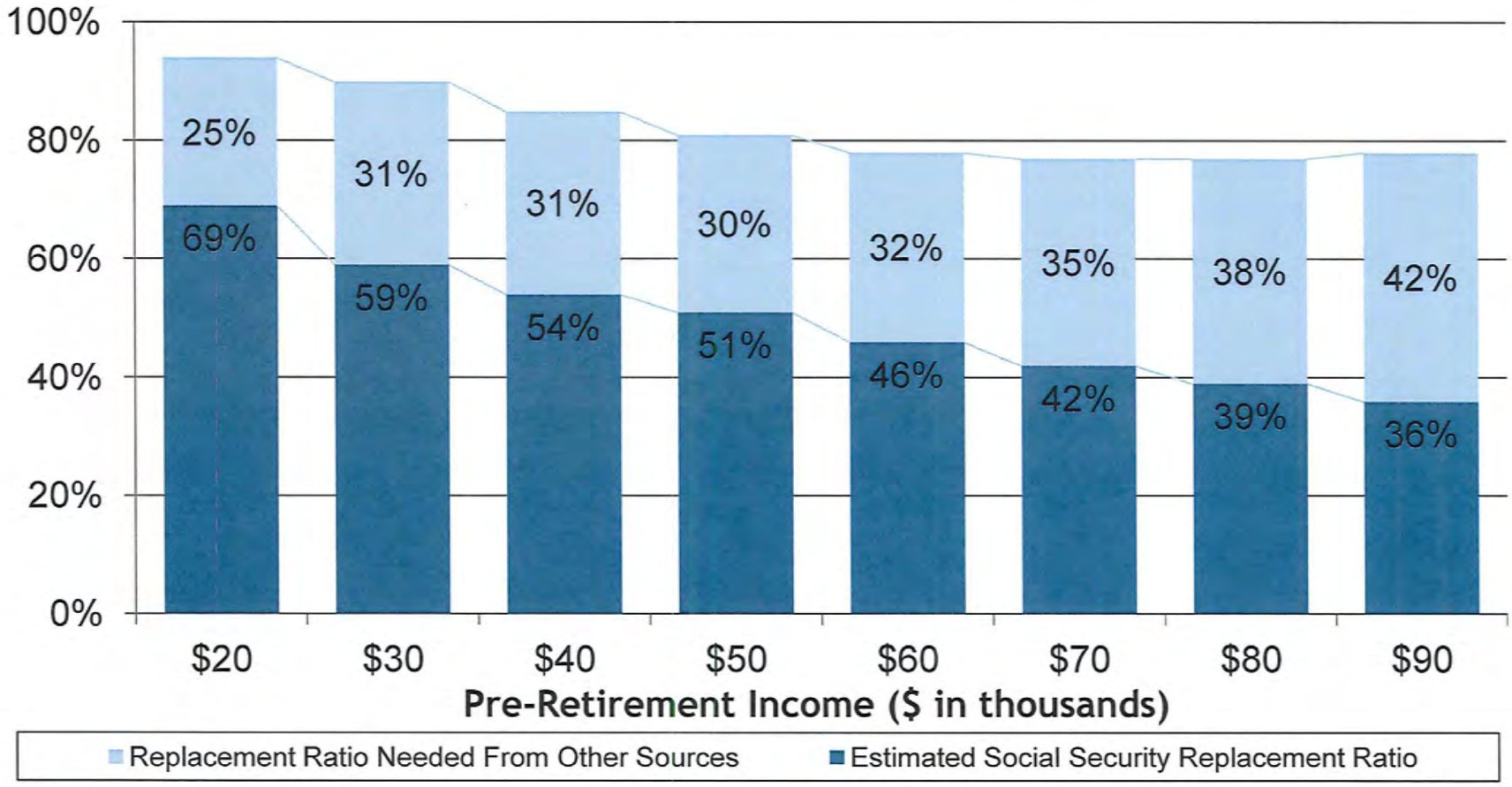
City of Leander, TX – TMRS Benefit Provisions

	City of Leander, TX Election
Employee Deposit Rate	7%
Municipal Current Matching Rate	2:1
Updated Service Credit Rate	100%
Annuity Increase Rate	70%
Vesting Requirements	5 Years
Service Retirement Eligibility	Age 60 with 5 Years of Service, or Any Age with 20 Years of Service
Forms of Benefit	Life Only Benefit; 15, 10, or 5-year guaranty periods, 100%, 75%, or 50% Survivor Benefit Options; Partial Lump Sum Distribution

	Bryan	College Station	Round Rock	Georgetown	Cedar Park	Pflugerville	Brenham	Taylor	Lockhart	Burnet	Bastrop	Lampasas	Marble Falls
Employee Deposit Rate	7%	7%	7%	7%	7%	7%	5%	7%	6%	7%	6%	7%	7%
Municipal Current Matching Rate	2:1	2:1	2:1	2:1	2:1	2:1	2:1	1.5:1	2:1	2:1	2:1	2:1	2:1
Updated Service Credit Rate	100%	75%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Annuity Increase Rate	50%	50%	70%	30%	0%	70%	70%	70%	70%	70%	70%	70%	0%
Vesting Requirements	5 Years	5 Years	5 Years	5 Years	5 Years	5 Years	5 Years	5 Years	5 Years	10 Years	5 Years	5 Years	5 Years
Service Retirement Eligibility	60/5 or 20	60/5 or 20	60/5 or 20	60/5 or 20	60/5 or 20	60/5 or 20	60/5 or 20	60/5 or 20	60/5 or 20	60/10 or 20	60/5 or 25	60/5 or 20	60/5 or 20

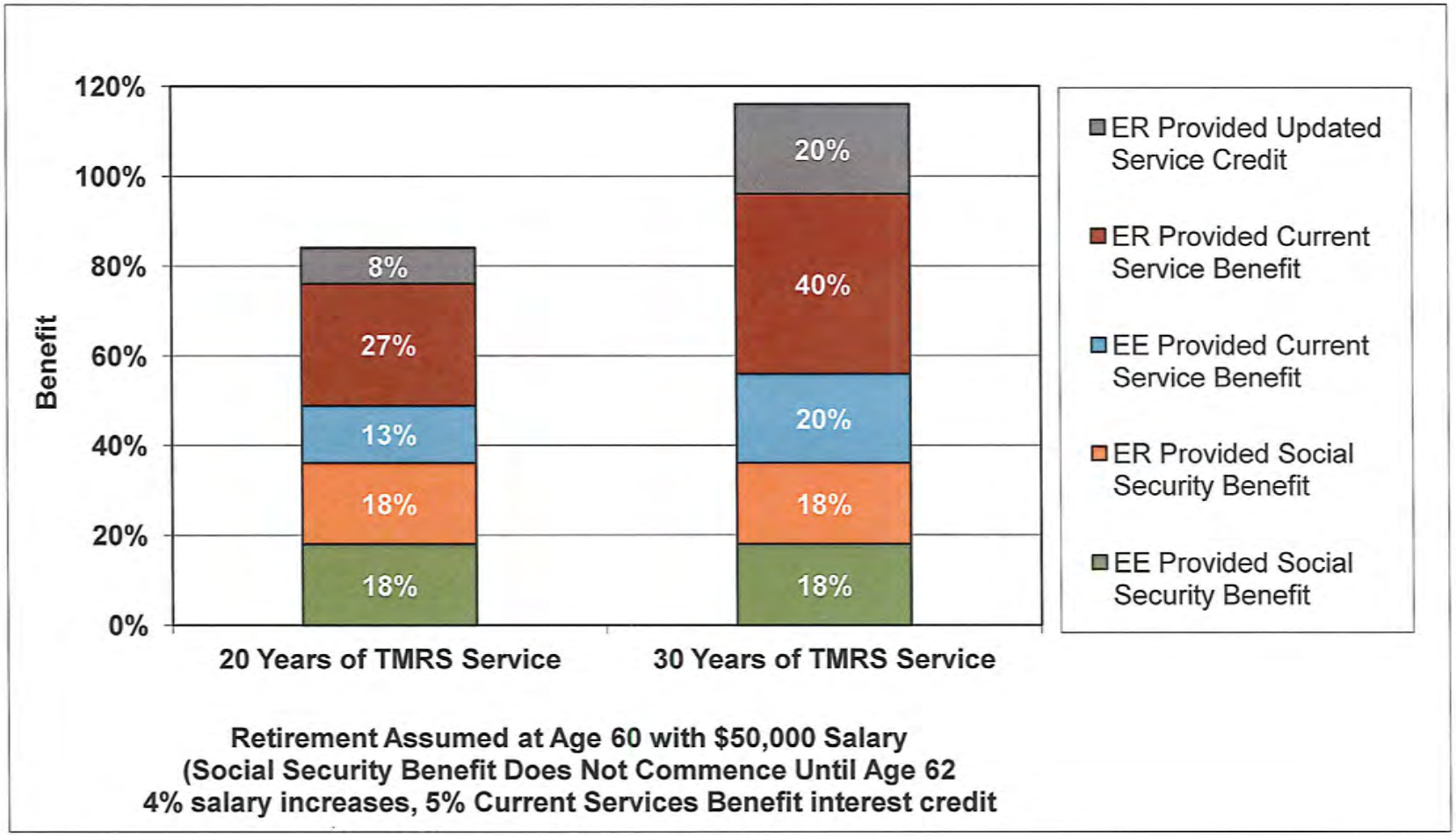
Recommended Replacement Ratios

The replacement ratio is a tool used to measure benefit adequacy and equals $\frac{\text{Gross Income After Retirement}}{\text{Gross Income Before Retirement}}$



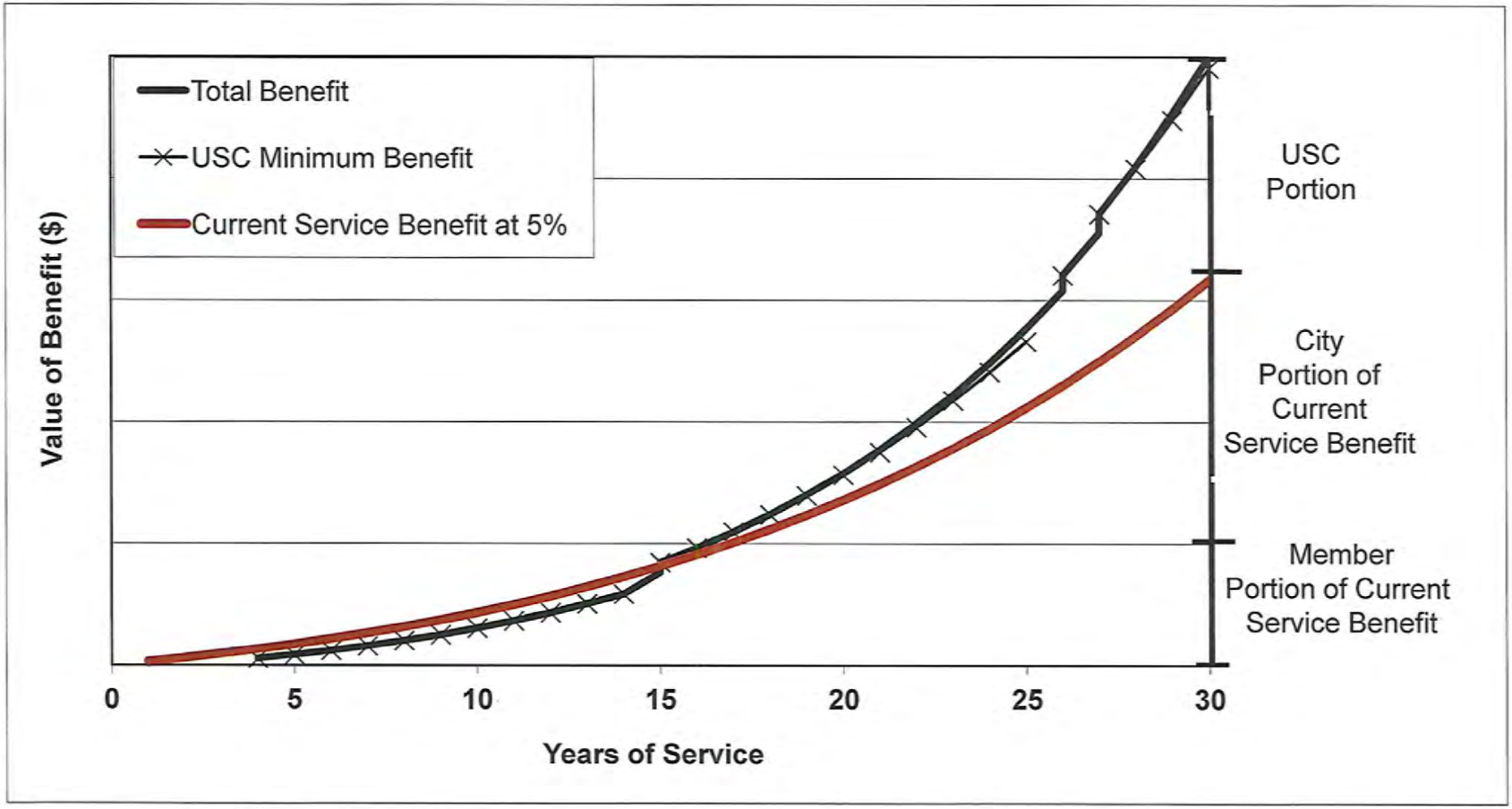
Source: 2008 GSU/Aon RETIRE Project Report

TMRS & Social Security Replacement Ratios



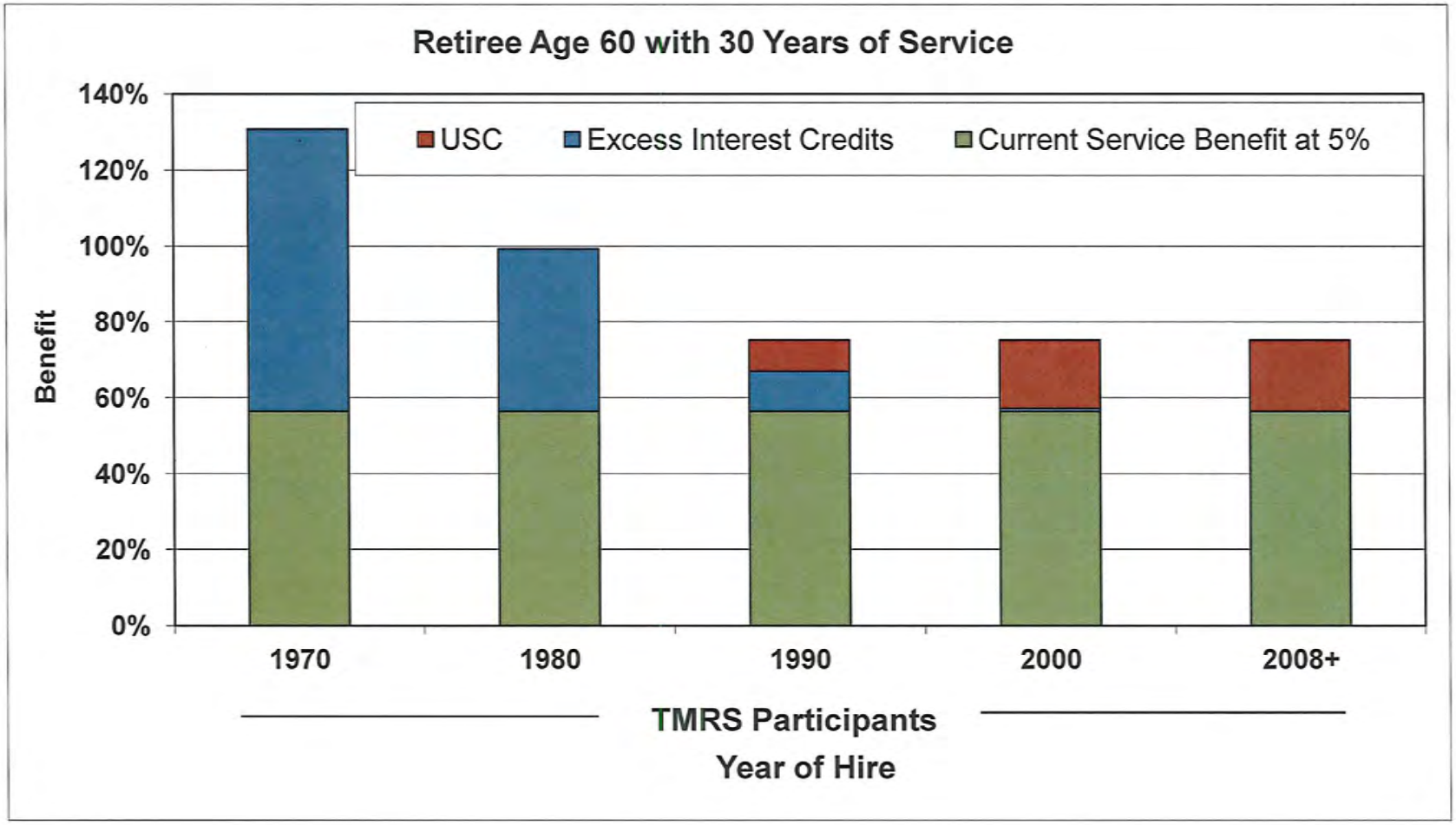
Retirement Assumed at Age 60 with $50,000 Salary
(Social Security Benefit Does Not Commence Until Age 62
4% salary increases, 5% Current Services Benefit interest credit

How the TMRS Benefit Accumulates

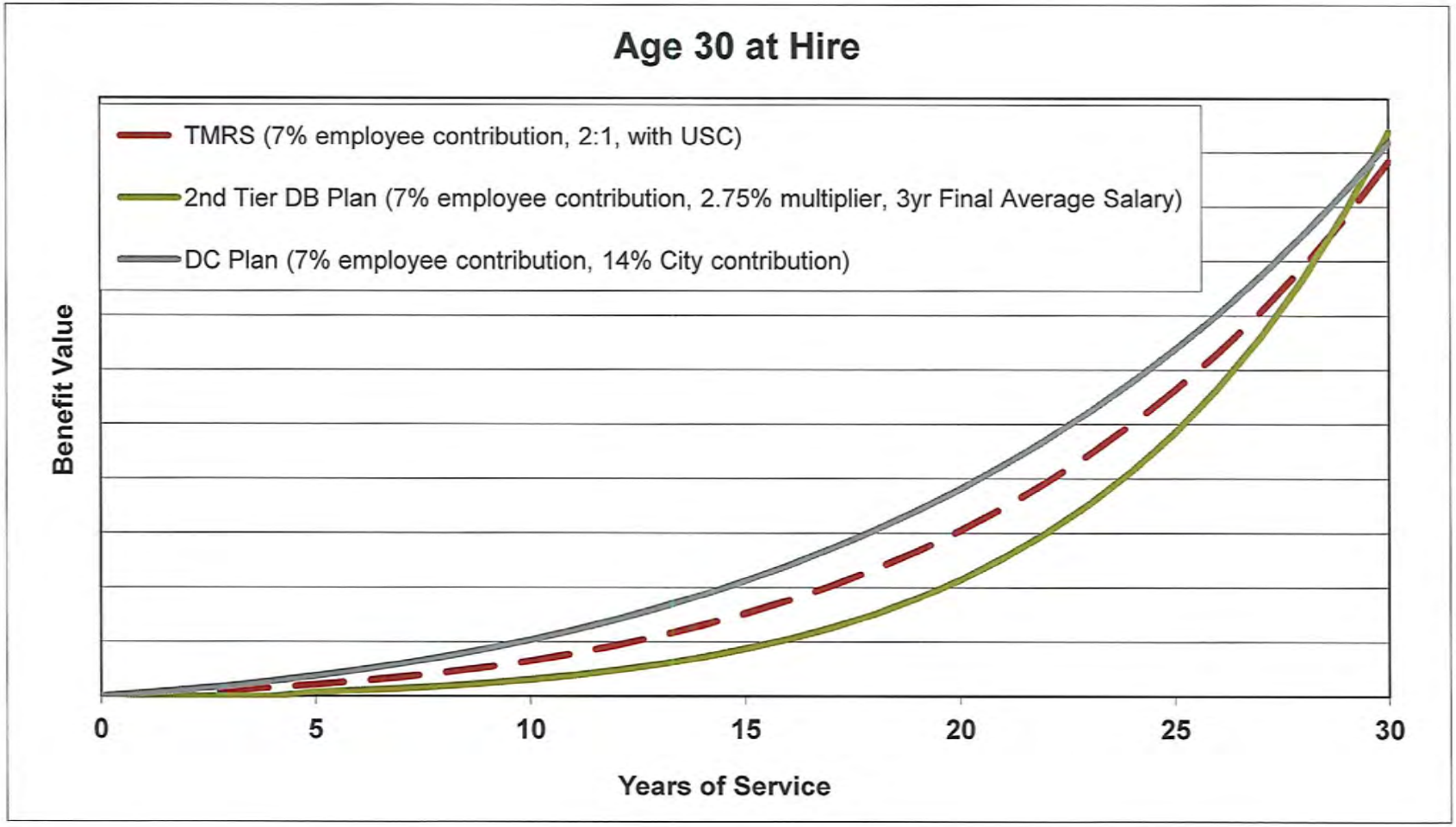


This is a model of the relative value of the components of TMRS benefits. When the interest credit is low, the USC benefit becomes a very important component of the total benefit.

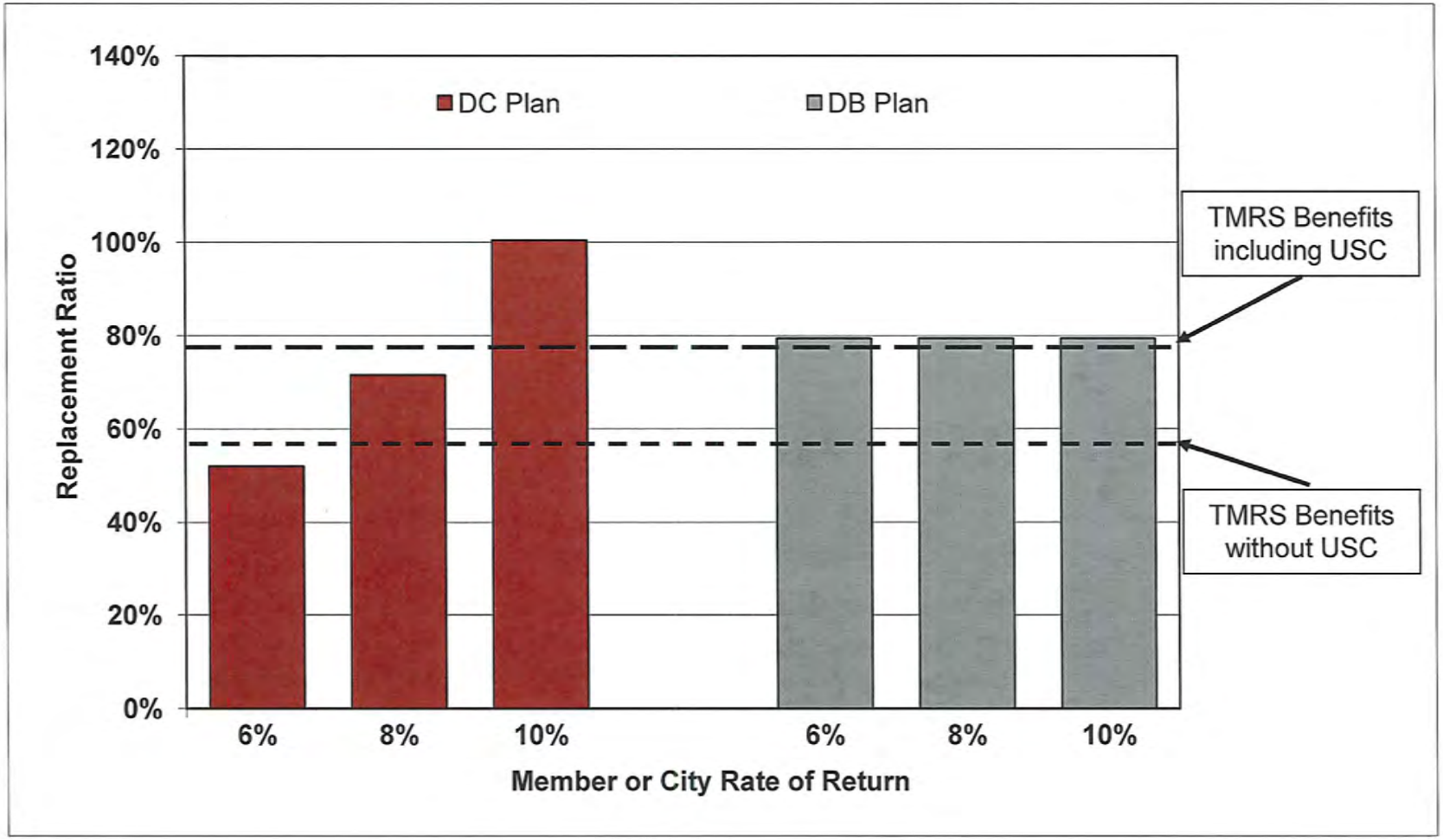
TMRS Replacement Ratios Over Time



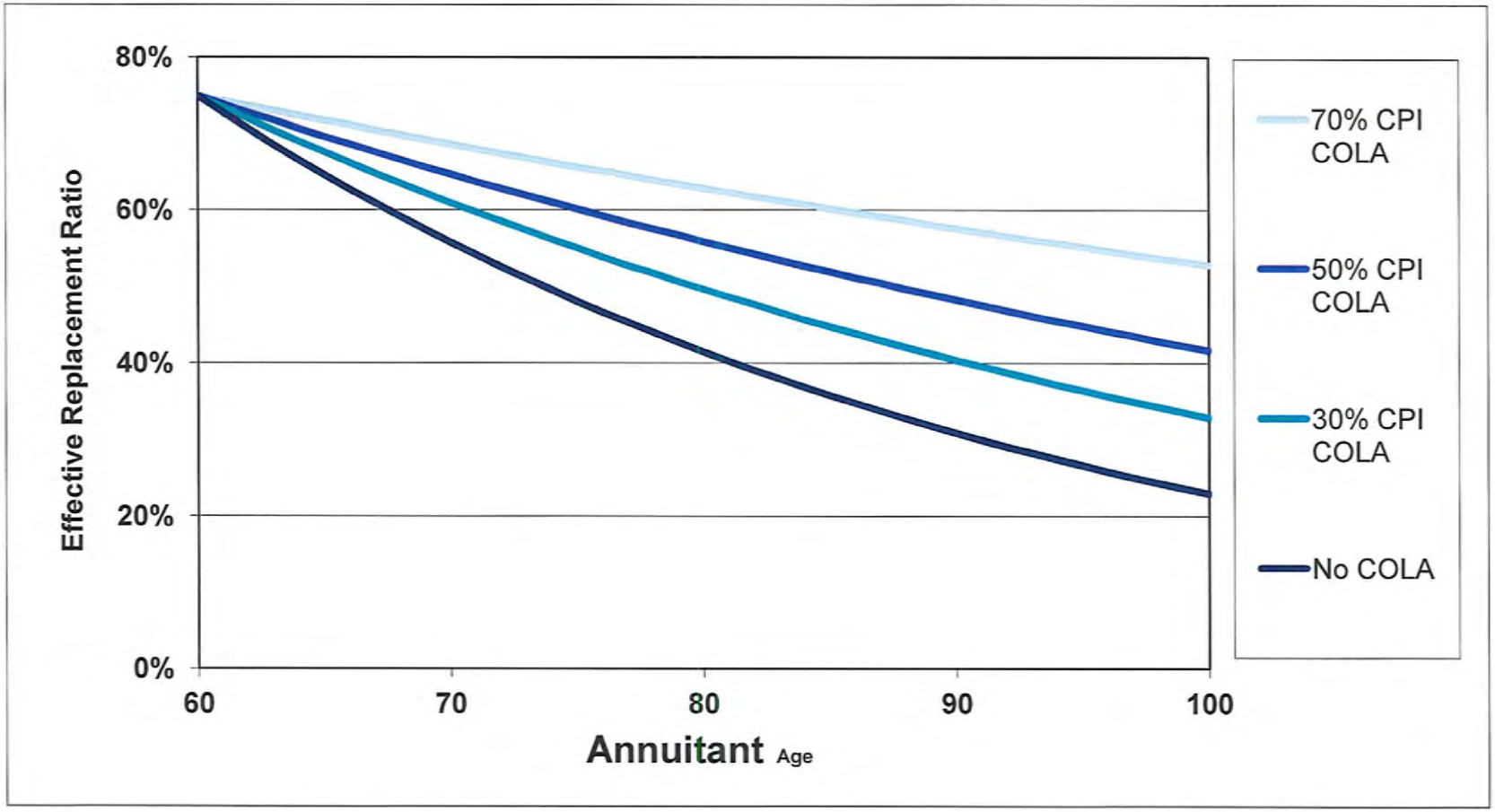
TMRS Accruals vs. Other Types of Plans



TMRS Replacement Ratios vs Other Plans

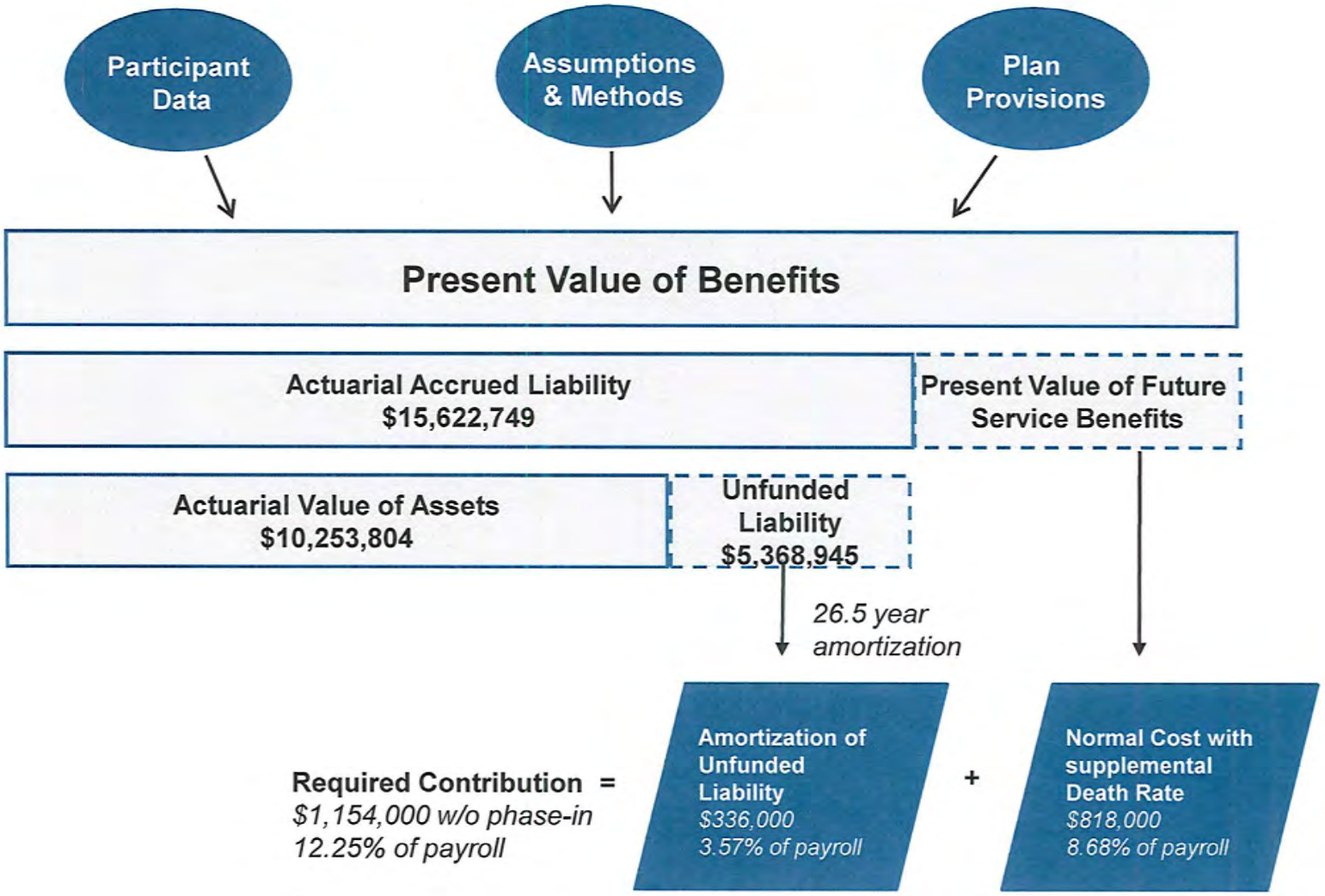


TMRS Benefits: COLA Options

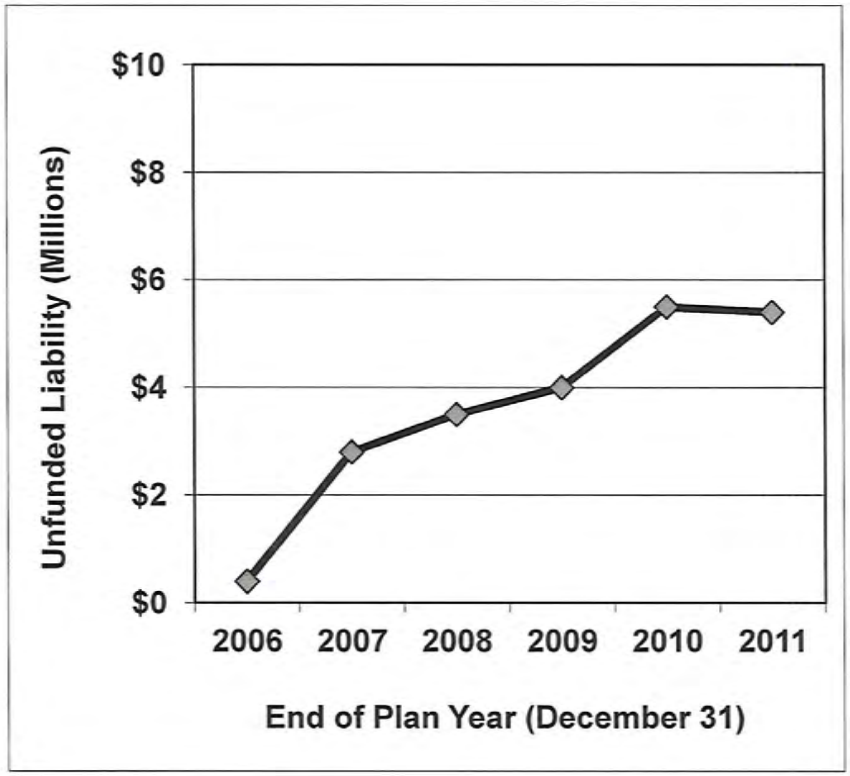


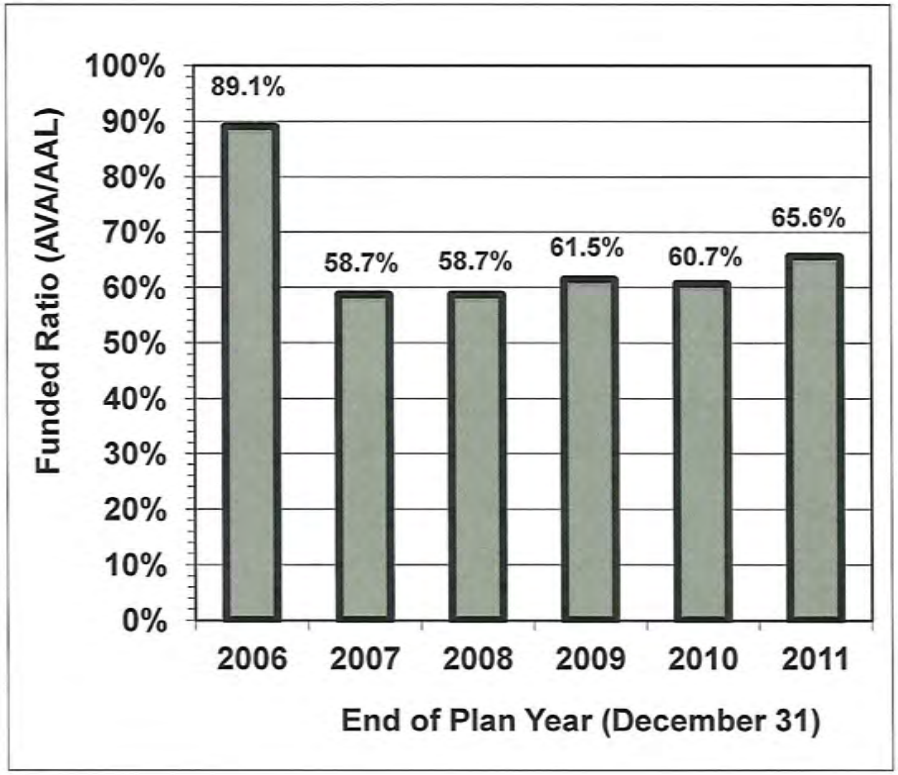
Assumes 3.0% Annual CPI-U increase (e.g. 2.1% annual increases for 70% of CPI COLA)

Actuarial Valuation Process

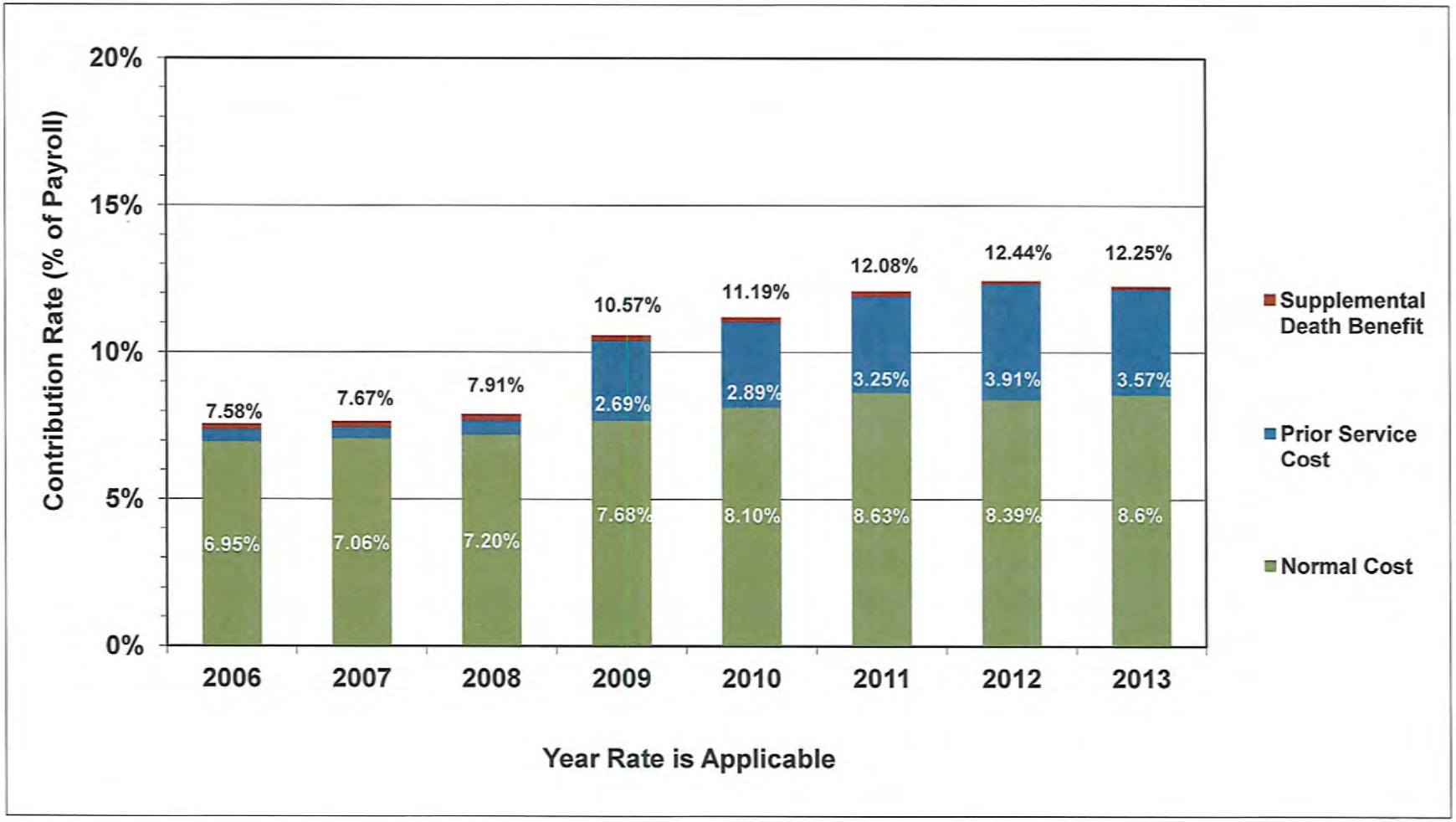


Unfunded Liability and Funded Ratio

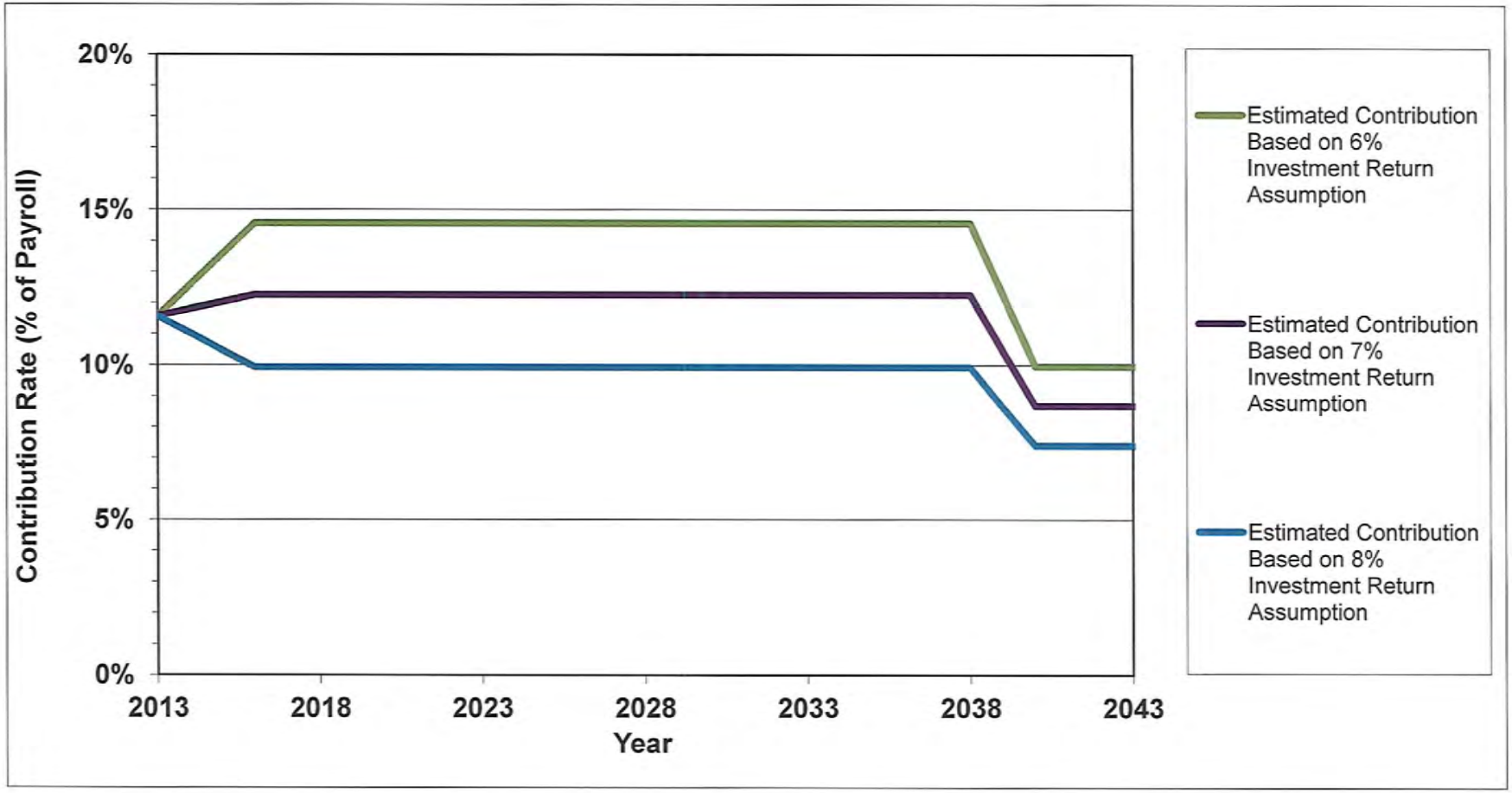




Total Contribution Rate



Contribution Rates Under Alternate Assumptions



City of Leander, TX – TMRS Options

Action / Plan Option	How are plan options added or changed?
Reduce employee contribution rate	Requires 2/3 vote of employees, then Council must adopt by ordinance
Change city matching ratio	City Council, by ordinance; no employee consent required
Rescind repeating USC	City Council, by ordinance
Rescind USC - transfer	City Council, by ordinance
Rescind annually repeating Annuity increases (COLAs)	Must be dropped if annually repeating USC is dropped
Stop enrolling new employees	City Council, by ordinance
Reduce USC percentage (reduction options are 50% or 75% of USC calculation)	City Council, by ordinance
Reduce COLA percentage (reduction options are 30% or 50% of CPI)	City Council, by ordinance

Source: TMRS Facts for City Officials

Common Retirement Program Objectives

Benefit Objectives	Cost Objectives
Provide a reasonable standard of living for career employees	Achieve and maintain an appropriate funded status
Provide benefits that are competitive with other Texas cities for employee recruiting and retention	Attain a manageable amount of contribution volatility & risk of future increases
Provide benefits that are fair across the employee classes (General, Fire, & Police)	Attain a reasonable balance of contribution sharing with the employees
Share a reasonable amount of investment risk with employees	Attain a cost that the City Council considers affordable with respect to all other competing priorities

MINUTES

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
   Mayor Fielder opened the meeting at 7:00 p.m. and welcomed those in attendance.
   Council Member Lynch delivered the invocation

2. Roll Call
   All present

3. Staff Comments
   No staff comments

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

   Jim McKay 223 Sunrise Terrace Cedar Park- introduced himself and announced that he is a candidate for the Leander ISD School Board

   The following people spoke in reference to item #8 on the Consent Agenda:
   Gina Simmons, 9 E Windemere – spoke against the zoning
   Maggie McLening, 83 Ridgmar Road – spoke against the zoning
   David Foster, 600 W. 28th St. # 200 Austin – with Clean Water Action – spoke against the zoning
   Jeff Griffith, 62 Fair Oaks – spoke against the zoning
   J.L. Love ,17480 Ronald Reagan – spoke in favor of the zoning
   Diana Field, 504 Ridgmar Road – spoke against the zoning
   Kevin Shuff ,39 Fair Oaks – spoke against the zoning
   Lisa Hupman, 123 Windemere West – spoke against the zoning
   Michael Deur, 13 Fair Oaks Ct. – spoke against the zoning
   Marci Cannon , 731 CR 175 – spoke in favor of the zoning
   Benny Latham, 3 Warfield – spoke against the zoning

   The following people filled out forms against the zoning for Item #8 on the Consent Agenda, but Did not wish to speak:
   Mark Joseph Simmons, 9 E Windemere
   Richard Simmons, 9 E. Windemere
   Samuel Simmons, 9 E. Windemere
   Betty Latham, 3 Warfield
   Hannah Simmons, 9 E. Windemere
   Marianne Limandri, 13 Warfield
   Justin Jones, 13 Warfield
   Annette Shuff, 39 Fair Oaks

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

Council Member Siebold pulled item #8 from the consent agenda

Motion made by Council Member Siebold to approve items #5, 6 & 7. Second by Council Member Garcia. Motion passes, all voting "aye"

A discussion was held on item #8

Motion made by Council Member Siebold to approve item #8. Second by Council Member Dishongh. Motion passes, all voting "aye"

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
   Jim Bechtol, Director of Development Services explained

No speakers

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
    Jim Bechtol, Director of Development Services explained

No speakers

REGULAR AGENDA

11. Consider a License Agreement Renewal with Sudderth Brothers Contracting, Inc
    Bill Gardner, Fire Chief explained

Motion made by Council Member Navarrette to approve. Second by Council Member Dishongh. Motion passes, 6 to 1 with Council Member Lynch voting against

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
Mayor Fielder pulled this item from the agenda

13. Consider an Agreement with Klotz Associates, Inc., for professional services for Hero Way Waterline Design
Wayne Watts, City Engineer explained

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

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

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

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

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

16. Consider an Ordinance setting Speed Limits for Old 2243 West
Wayne Watts, City Engineer explained

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

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

18. Adjournment
With there being no further business, the meeting adjourned at 8:00 p.m.

Attest:

_____
Christopher Fielder, Mayor

_____
Debbie Haile TRMC, City Secretary

AGENDA ITEM # 11

Executive Summary

April 4, 2013

Council Agenda Subject: Second 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 1919 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

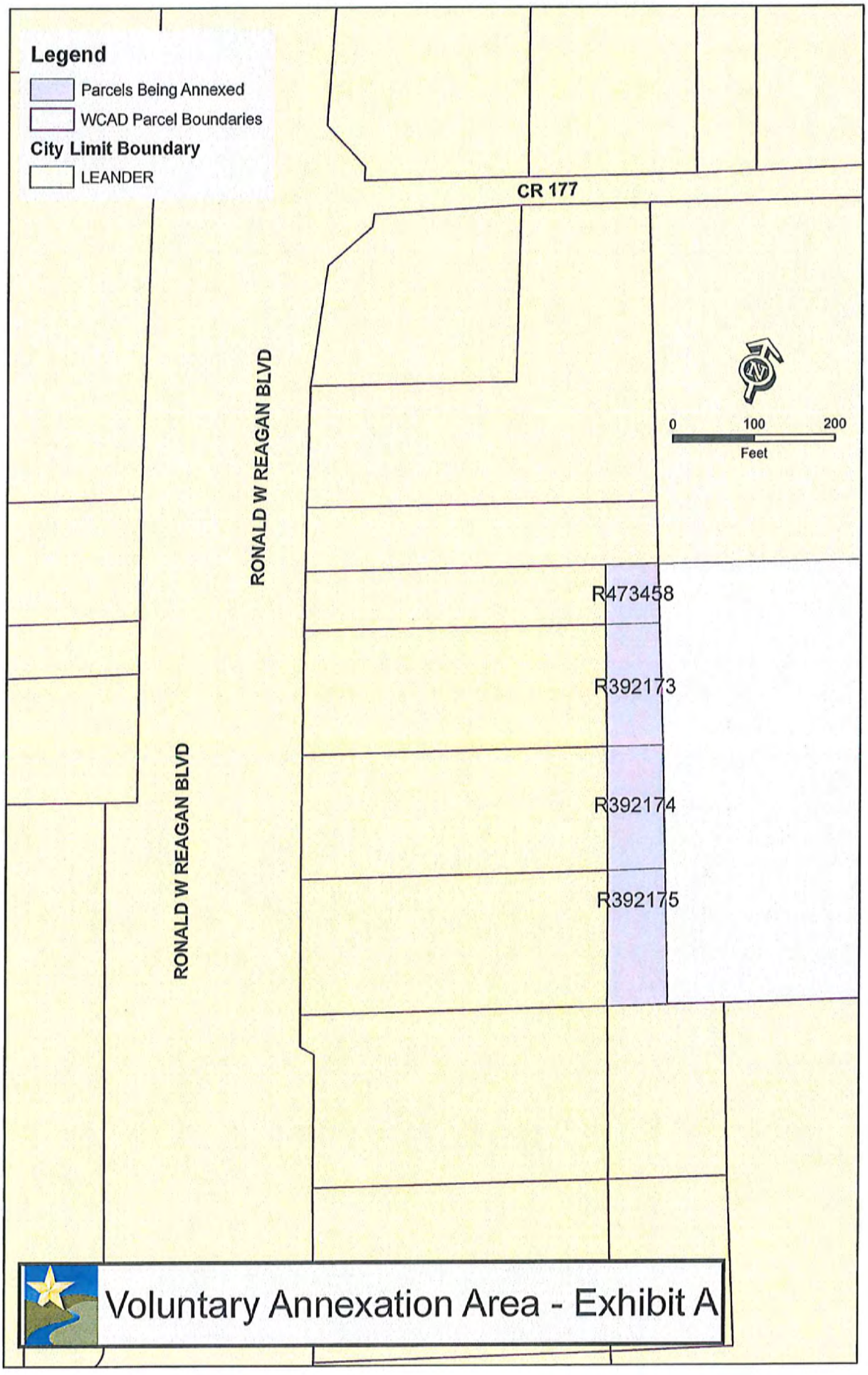

Legend
Parcels Being Annexed
WCAD Parcel Boundaries
City Limit Boundary
LEANDER
CR 177
RONALD W REAGAN BLVD
RONALD W REAGAN BLVD
0
100
200
Feet
R473458
R392173
R392174
R392175
Voluntary Annexation Area - Exhibit A

Exhibit "B"

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

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

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

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

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

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

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

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

A. Police protection as follows:

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

B. Fire protection and Emergency Medical Services as follows:

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

C. Solid waste collection services as follows:

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

D. Animal control as follows:

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

E. Maintenance of parks and playgrounds within the City.

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

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

H. Land use regulation as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

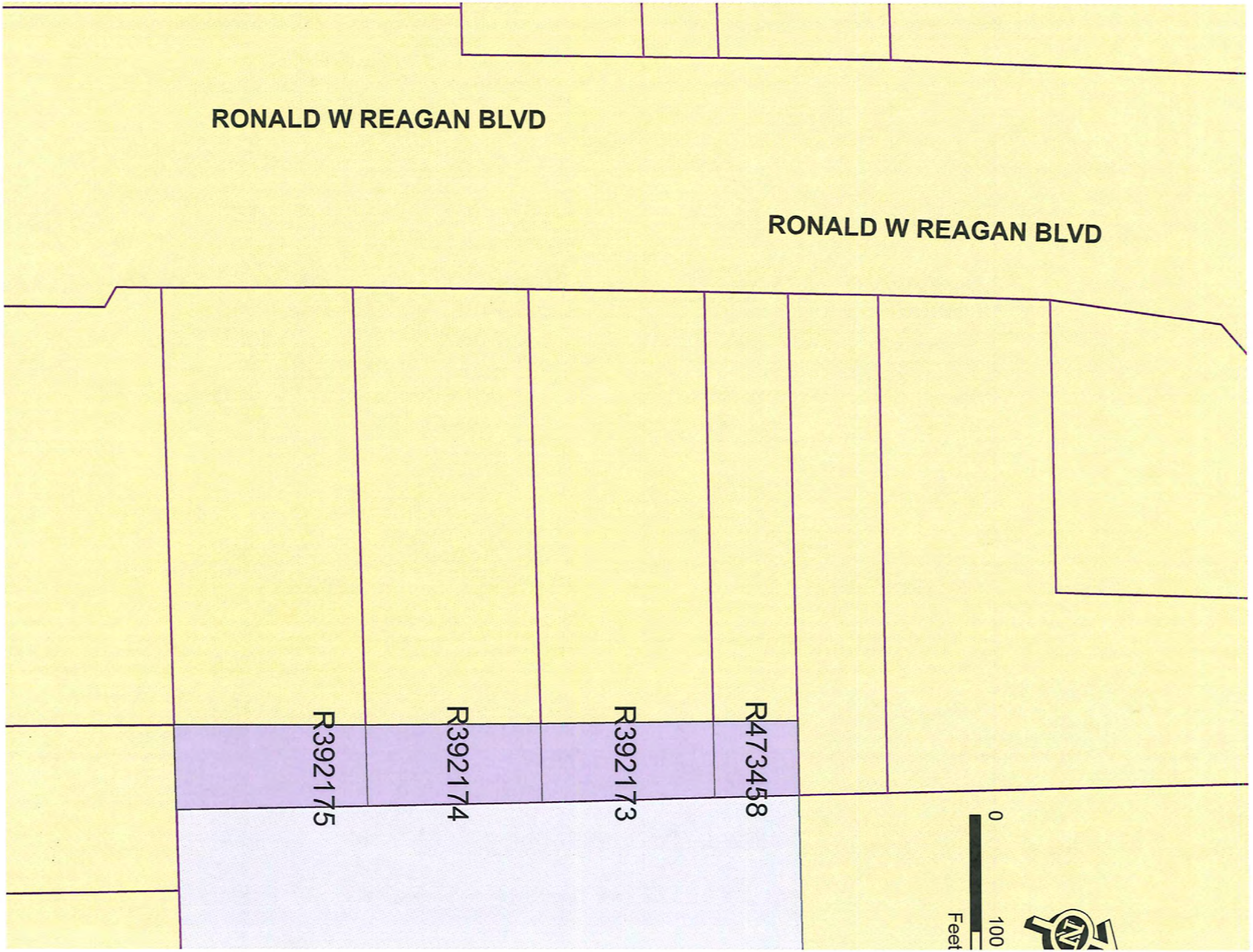
(D) Installation and maintenance of street lighting in accordance with established policies of the City;

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

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

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

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


RONALD W REAGAN BLVD
RONALD W REAGAN BLVD
R392175
R392174
R392173
R473458
0
100
Feet

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

DATE	ACTION/EVENT	LEGAL AUTHORITY
February 7, 2013	**COUNCIL BY WRITTEN RESOLUTION** Directs notification to land owners; and sets two (2) Public Hearings **March 21, 2013 and April 4, 2013**; Council directs development of service plan for area to be annexed.	Loc. Gov't Code, §§ 43.063 & 43.065; Public Hearings: are on or after the 40th day but before 20th day before institution of proceedings.
By Feb. 15, 2013	**NOTICE TO** property owners & utility providers	Loc. Gov't Code § 43.062(a)
March 6, 2013* Publish notice of First Public Hearing **March 20, 2013*** Publish notice of Second Public Hearings	**NEWSPAPER NOTICES** RE: FIRST AND SECOND PUBLIC HEARINGS; (If applicable, certified Notice to Railroad) **SCHOOL DISTRICT NOTICE** (notify each school district of possible impact) POST NOTICE ON WEB SITE and MAINTAIN UNTIL COMPLETE	Not less than 10 days nor more than 20 days before 1st and 2nd public hearings. Loc. Gov't Code, §43.063 (c).
Ten days after the date the first notice of Public Hearing is published	LAST DAY FOR SUBMISSION OF WRITTEN PROTEST BY RESIDENTS (10 days after first newspaper notice)	Site hearing required if 10% of adult residents of tracts protest within 10 days after 1st newspaper notice. Loc. Gov't Code, § 43.063 (b)
March 21, 2013*	**1st PUBLIC HEARING** AND PRESENT SERVICE PLAN (Not more than 40 days before the 1st reading of ordinance) *REGULAR MEETING*	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.063(a) & 43.065.
April 4, 2013*	**2nd PUBLIC HEARING** AND PRESENT SERVICE PLAN (At least 20 days before 1st reading of ordinance.) *REGULAR MEETING*	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.063(a) & 43.065.
Institution Date **April 25, 2013***	**FIRST READING** OF ORDINANCE *SPECIAL CALLED MEETING*	Date of institution of proceedings. Not less than 20 days from the second public hearing nor more than 40 days from the first public hearing.
May 2 , 2013 Or at a special called meeting after the First Reading	**SECOND-FINAL READING** OF ORDINANCE *REGULAR MEETING*	Not more than 90 days after 1st reading of Ordinance § 43.064.
May 31, 2013 Or as soon as documents are received from City	FILE FOR VOTING RIGHTS ACT **PRECLEARANCE**	42 U.S.C. §1973c; Loc. Gov't Code, §43.906;
Within 30 days of Second Reading	**CITY SENDS COPY OF MAP** showing boundary changes to County Voter Registrar in a format that is compatible with mapping format used by registrar	Elec. Code §42.0615
Upon receipt of DOJ Preclearance or 60 days after DOJ's receives submission	**IMPLEMENT ANNEXATION** for voting purposes (Upon preclearance from Justice Dept.) **Send certified copy of ordinance and maps** to State Comptroller and any franchise holders	42 U.S.C. §1973c.
After DOJ Preclearance	**CITY PROVIDES CERTIFIED COPY OF ORDINANCE AND MAPS TO:** 1. County Clerk 2. County Appraisal District 3. County Tax Assessor Collector 4. 911 Addressing 5. Sheriff's Office 6. City Department Heads	

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

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

AGENDA ITEM # 12

Executive Summary

April 4, 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 1882 INCORPORATED 1974
STATE OF TEXAS

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

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

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

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

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

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

NOW THEREFORE, the undersigned by this Petition and Request:

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

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

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

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

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

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

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

Petitioner:

By: Tamara Ramaker
Tamara Ramaker, Owner

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Tamara "Tami" Ramaker, Owner of the subject property and Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that they had authority to bind the entity and that they executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 23rd day of Jan. 2013.

(SEAL)

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

Christi C. Horne
Notary Public - State of Texas

Exhibit "A"

DESCRIPTION OF THE SUBJECT PROPERTY

29.31 ACRES

ALL THAT CERTAIN TRACT OF LAND CONTAINING 29.50 ACRES OF LAND, MORE OR LESS, SITUATED IN THE ANASTASHA CARR SURVEY, ABSTRACT NO. 122, IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME PROPERTY CONVEYED TO TAMARA . BARKLEY, IN WARRANTY DEED RECORDED IN DOCUMENT No. 2006005760 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAVE AND EXCEPT THAT CERTAIN 8,251 SQUARE FEET OF LAND CONVEYED TO WILLIAMSON COUNTY, TEXAS IN SPECIAL WARRANTY DEED RECORDED IN DOCUMENT No. 2008068649 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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

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

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

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

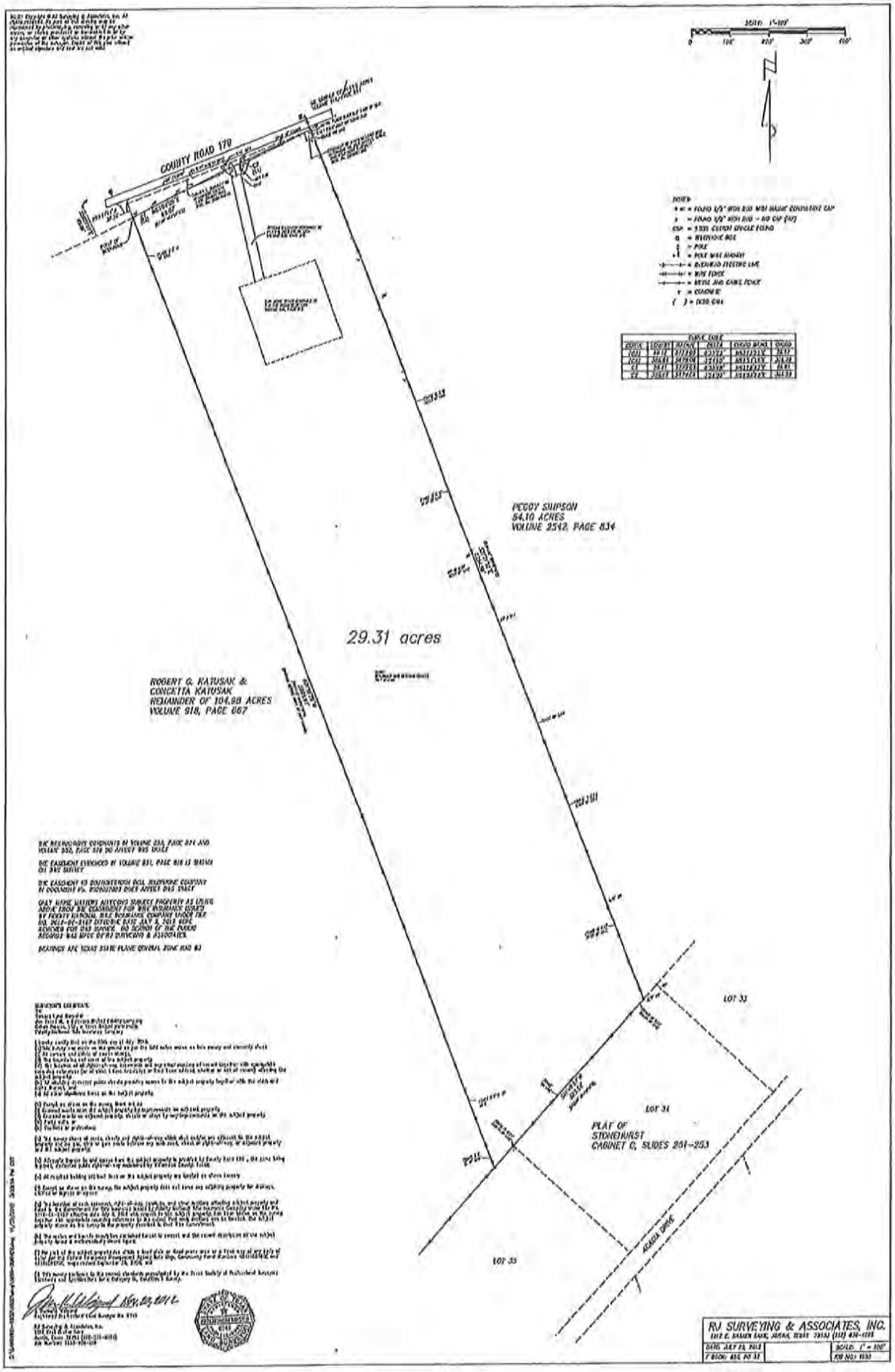
3. Northeasterly along the arc of said curve, a distance of 386.66 feet, said curve having a radius of 5679.06 feet, a central angle of 03°54'03" and a chord bearing N.64°53'28"E., 386.58 feet to a steel cotton spindle found at the Northeast Corner of the said 29.50 Acre Tract and the Northwest Corner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

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

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

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

Containing 29.31 acres, more or less.


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 C, SLIDES 251-253
ACADIA DRIVE
LOT 33
RJ SURVEYING & ASSOCIATES, INC.

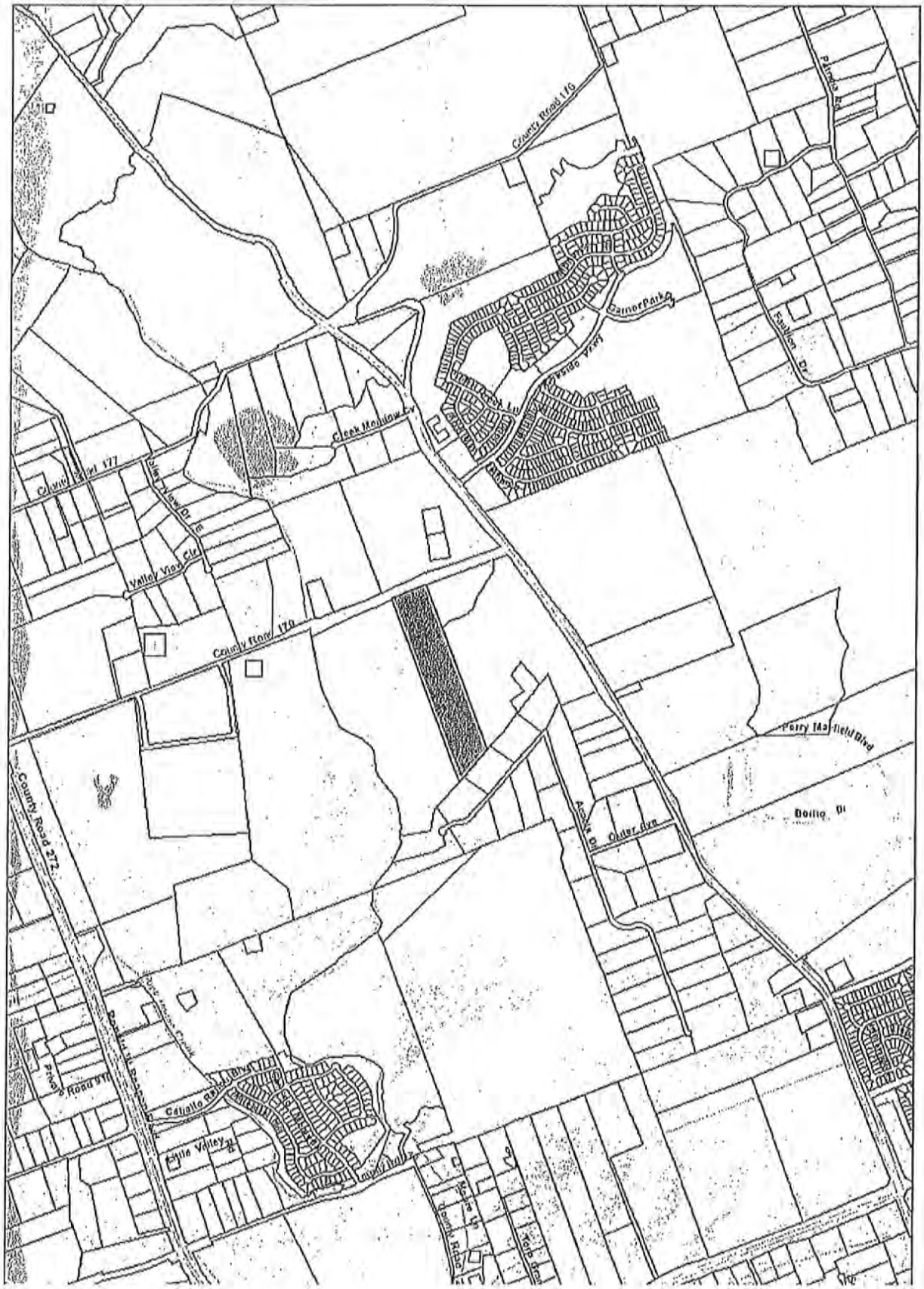

County Road 176
Gainor Park
Creek Meadow Cv
County Road 177
Valley View Cir
County Road 170
Perry Mansfield Blvd
Boiling Dr
Outer Ave
County Road 272
Caballo Ranch Blvd
Little Valley

Exhibit "B"

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

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

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

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

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

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

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

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

A. Police protection as follows:

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

B. Fire protection and Emergency Medical Services as follows:

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

C. Solid waste collection services as follows:

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

D. Animal control as follows:

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

E. Maintenance of parks and playgrounds within the City.

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

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

H. Land use regulation as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

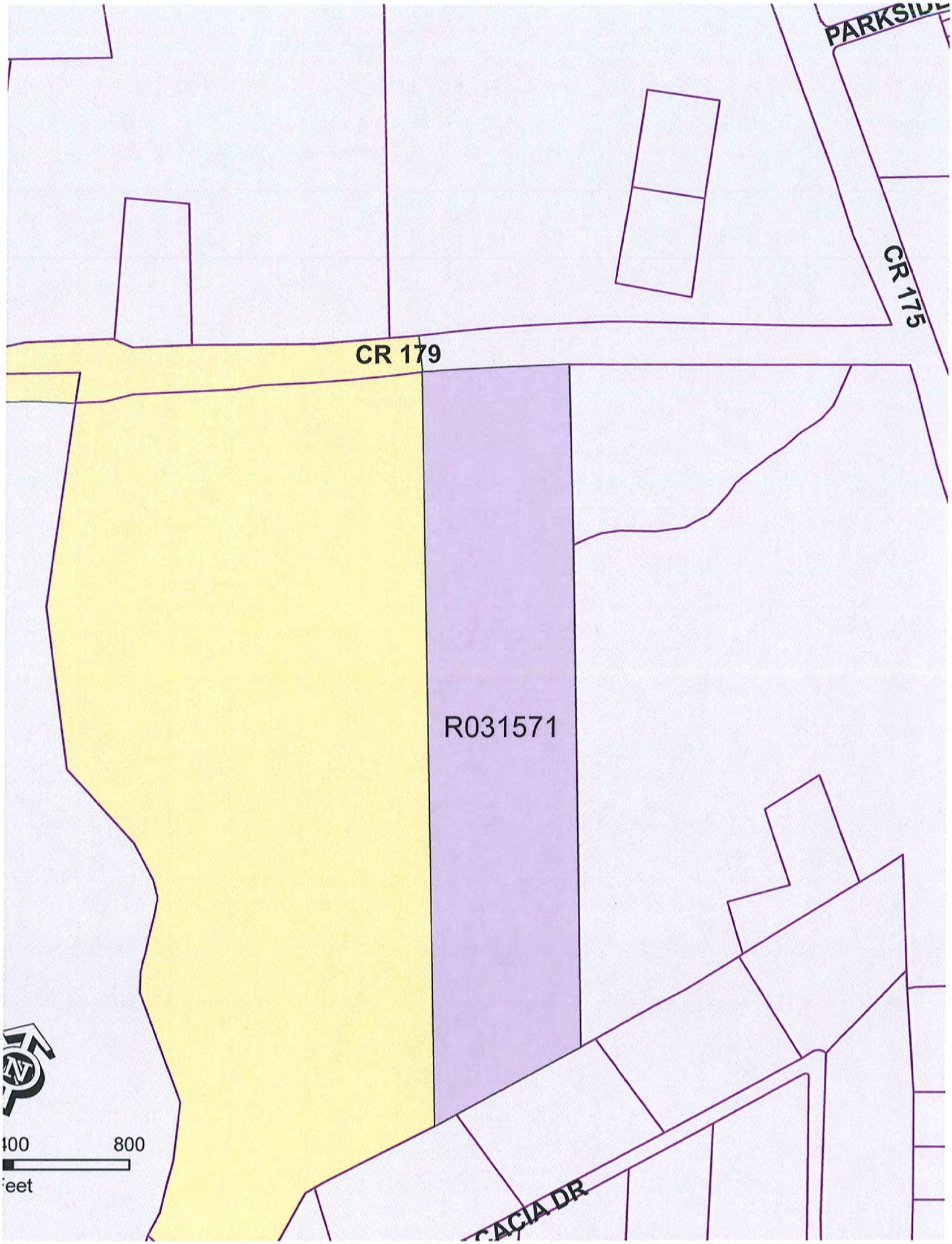
(D) Installation and maintenance of street lighting in accordance with established policies of the City;

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

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

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

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


PARKSIDE
CR 175
CR 179
R031571
400
800
Feet
ACIA DR

SCHEDULE FOR VOLUNTARY ANNEXATION – RAMAKER +/- 29.31 ACRES

DATE	ACTION/EVENT	LEGAL AUTHORITY
February 7, 2013	**COUNCIL BY WRITTEN RESOLUTION** Directs notification to land owners; and sets two (2) Public Hearings **March 21, 2013 and April 4, 2013**; Council directs development of service plan for area to be annexed.	Loc. Gov't Code, §§ 43.063 & 43.065; Public Hearings: are on or after the 40th day but before 20th day before institution of proceedings.
By Feb. 15, 2013	**NOTICE TO** property owners & utility providers	Loc. Gov't Code § 43.062(a)
March 6, 2013* Publish notice of First Public Hearing **March 20, 2013*** Publish notice of Second Public Hearings	**NEWSPAPER NOTICES** RE: FIRST AND SECOND PUBLIC HEARINGS; (If applicable, certified Notice to Railroad) **SCHOOL DISTRICT NOTICE** (notify each school district of possible impact) POST NOTICE ON WEB SITE and MAINTAIN UNTIL COMPLETE	Not less than 10 days nor more than 20 days before 1st and 2nd public hearings. Loc. Gov't Code, §43.063 (c).
Ten days after the date the first notice of Public Hearing is published	LAST DAY FOR SUBMISSION OF WRITTEN PROTEST BY RESIDENTS (10 days after first newspaper notice)	Site hearing required if 10% of adult residents of tracts protest within 10 days after 1st newspaper notice. Loc. Gov't Code, § 43.063 (b)
March 21, 2013*	**1st PUBLIC HEARING** AND PRESENT SERVICE PLAN (Not more than 40 days before the 1st reading of ordinance) *REGULAR MEETING*	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.063(a) & 43.065.
April 4, 2013*	**2nd PUBLIC HEARING** AND PRESENT SERVICE PLAN (At least 20 days before 1st reading of ordinance.) *REGULAR MEETING*	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.063(a) & 43.065.
Institution Date **April 25, 2013***	**FIRST READING** OF ORDINANCE *SPECIAL CALLED MEETING*	Date of institution of proceedings. Not less than 20 days from the second public hearing nor more than 40 days from the first public hearing.
May 2 , 2013 Or at a special called meeting after the First Reading	**SECOND-FINAL READING** OF ORDINANCE *REGULAR MEETING*	Not more than 90 days after 1st reading of Ordinance § 43.064.
May 31, 2013 Or as soon as documents are received from City	FILE FOR VOTING RIGHTS ACT **PRECLEARANCE**	42 U.S.C. §1973c; Loc. Gov't Code, §43.906;
Within 30 days of Second Reading	**CITY SENDS COPY OF MAP** showing boundary changes to County Voter Registrar in a format that is compatible with mapping format used by registrar	Elec. Code §42.0615
Upon receipt of DOJ Preclearance or 60 days after DOJ's receives submission	**IMPLEMENT ANNEXATION** for voting purposes (Upon preclearance from Justice Dept.) **Send certified copy of ordinance and maps** to State Comptroller and any franchise holders	42 U.S.C. §1973c.
After DOJ Preclearance	**CITY PROVIDES CERTIFIED COPY OF ORDINANCE AND MAPS TO:** 1. County Clerk 2. County Appraisal District 3. County Tax Assessor Collector 4. 911 Addressing 5. Sheriff's Office 6. City Department Heads	

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

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

AGENDA ITEM # 13

Executive Summary

April 04, 2013

Agenda Subject:	Zoning Case 13-Z-005: Hold a public hearing and consider action on the rezoning of a parcel located at 208 S. Brushy St., for 0.2686 acres more or less; Parcels #R036124. Currently, the property is zoned SFU-2-B (Single-Family Urban). The property is proposed to be zoned PUD/TOD (Planned Unit Development/Transit Oriented Development), Leander, Williamson County, Texas.
Background:	This request is the second step in the rezoning process.
Origination:	Applicant: Michael A. Irene
Financial Consideration:	None
Recommendation:	See Planning Analysis. The Planning and Zoning Commission recommendation will be available at the meeting.
Attachments:	1. Planning Analysis 2. Current Zoning Map 3. Aerial Map 4. Letter of Intent 5. Letter from Pix Howell, Urban Design Officer 6. Ordinance 7. Minutes - Planning & Zoning Commission March 28, 2013
Prepared By:	Robin M. Griffin, AICP Planner 03/26/2013

PLANNING ANALYSIS

ZONING CASE 13-Z-005
208 S BRUSHY STREET

GENERAL INFORMATION

Owner: Michael A. Irene, Ralph F. Irene, and Geraldine M. Irene

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

Proposed Zoning: PUD/TOD (Planned Unit Development/Transit Oriented Development)

Size and Location: The subject property is located at 208 S Brushy Street, for 0.2686 acres more or less.

Staff Contact: Robin M. Griffin, AICP
Planner

ABUTTING ZONING AND LAND USE:

The table below lists the abutting zoning and land uses.

	ZONING	LAND USE
NORTH	SFU-2-B	Established Single-Family Residential
EAST	GC-3-C	Established Commercial
SOUTH	SFU-2-B	Undeveloped Property zoned for Single-Family Residential
WEST	SFU-2-B	Established Single-Family Residential

COMPOSITE ZONING ORDINANCE INTENT STATEMENTS

PUD/TOD–PLANNED UNIT DEVELOPMENT/TRANIST ORIENTED DEVELOPMENT

An Ordinance of the City of Leander established a Planned Unit Development District (PUD) called the Leander TOD. This PUD defined a form-based code and a Transect Map (or regulating plan) as the community plan and PUD plan for the geographic area set for in the ordinance. The TOD is an area where a mixed-use, pedestrian friendly requirement will prevail over the typical land-use oriented plan; where all commercial and residential land-uses may be developed by right; where streets are designed to slow traffic rather than encourage it; where residents can find neighborhood services and goods within a ten-minute walk and where there is a variety of housing types and price ranges.

T5–NEIGHBORHOOD CENTER TRANSECT ZONE

The Neighborhood Center Zone is the equivalent of a Main Street. This Zone includes mixed-use building types that accommodate retail, offices, and dwellings, including rowhouses and apartments. The T-5 Zone is a tight network of streets and blocks, with wide sidewalks, steady street tree planting, and buildings set close to the frontages.

COMPREHENSIVE PLAN STATEMENTS:

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

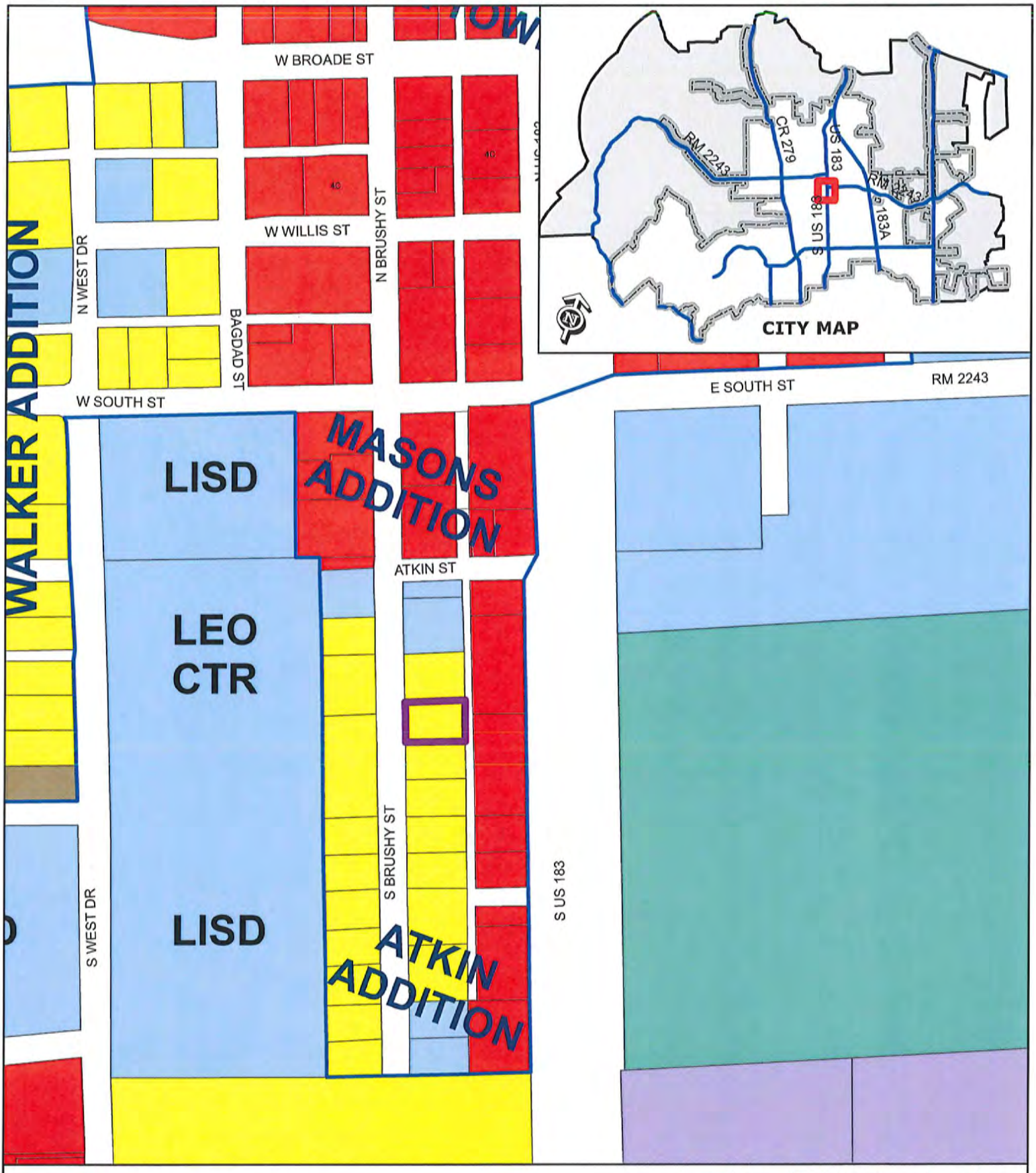
- Protect the Old Town area and assure that it maintains a pedestrian-oriented atmosphere, with a greater flexibility of land-uses as well as unique local retail services.

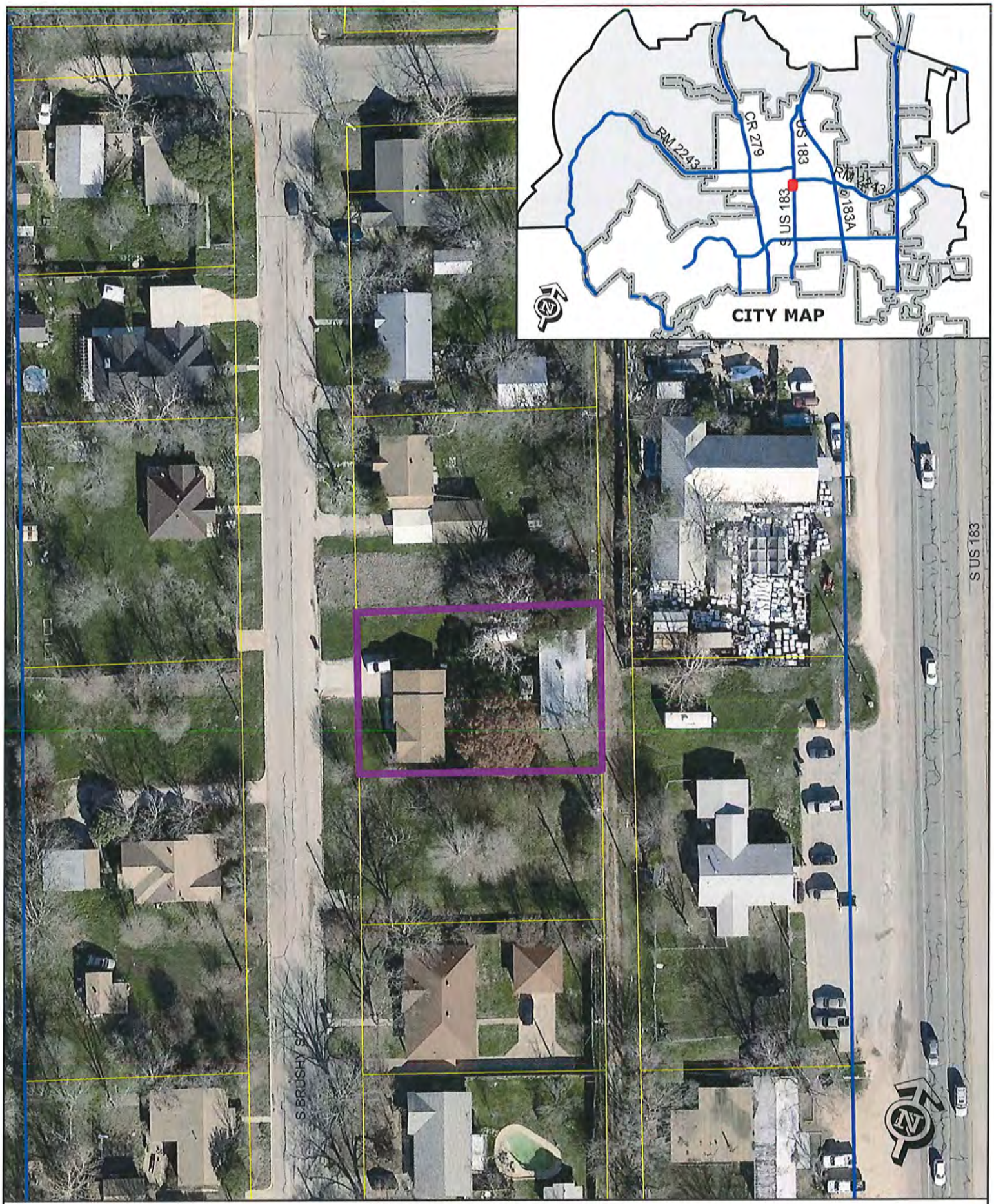
ANALYSIS:

The applicant is requesting a change of zoning from SFU-2-B to PUD/TOD in order to allow for the property owner to work from this location as a music instructor. Currently, the property is developed as single-family home.

If the zoning is approved, the SmartCode regulations will apply to this property with regards to land use, architectural design, signage, and site development. These standards will assure compatibility between the existing uses and the proposed development.

The Original Town of Leander (also known as Old Town) is included within the boundaries of the TOD (Transit Oriented Development). This rezoning will bring the property into conformance with the Smart Code.


W BROADE ST
W WILLIS ST
W SOUTH ST
E SOUTH ST
RM 2243
N WEST DR
N BRUSHY ST
BAGDAD ST
WALKER ADDITION
LISD
MASONS ADDITION
ATKIN ST
LEO CTR
LISD
S WEST DR
S BRUSHY ST
S US 183
ATKIN ADDITION
CITY MAP
CR 279
US 183
RM 2243
S US 183
RM 183A
ZONING CASE 13-Z-005
Attachment #2
Current Zoning Map
208 S Brushy St
Hit Maker Music
0
200
400
Feet
Subject Property
SFR
SFE
SFS
SFU
SFC
SFL
SFT
SFU/MH
TF
MF
LO
LC
GC
LI
HI
PUD



ZONING CASE 13-Z-005 Attachment #3

Subject Property

Aerial Exhibit - Approximate Boundaries
208 S Brushy - Hit Maker Music

0 200
Feet

ATTACHMENT #4

Michael Irene
208 S. Brushy St
Leander, TX 78641
512-771-8807

February 21, 2013

City of Leander Planning Dept.
104 North Brushy St
PO Box 319
Leander, TX 78646

Dear Planning Committee,

The enclosed Zoning Change Application is being submitted for 208 S. Brushy St, Leander, TX 78641. I, the owner Michael Irene, wish to change the zoning use of this property from SFU to TOD/PUD. The reason for the requested change is that I wish to work from this location as a music instructor.

I understand that this property is a good candidate for rezoning to TOD/PUD partly because of the following reasons: The property is within "Old Town" Leander City Limits. The property is adjacent to commercial properties on US 183. There are TOD/PUD zoned properties on the same block. The property has a large out building that had been used for business along back alley.

Thank you for your consideration.

Sincerely yours,

Michael Irene

ATTACHMENT #5

City of Leander

Leander TOD

March 11, 2013

Chair and Commissioners
City of Leander Planning and Zoning Commission
201 North Brushy
Leander, Texas 78

Reference: Zoning Case # 13-Z-005 - a zoning change from SFU-2-B Single Family Urban to PUD/TOD

Dear Chair and Commissioners,

The Leander TOD SmartCode and plan includes "Old Town". The intent was to give Old Town residents and property owners the maximum flexibility to realize their vision and goals by utilizing either the Composite code or the TOD code. This is another case that demonstrates this flexibility.

The TOD code provides for both short term and long term design and re-development parameters and ensures the careful transition from its current residential use to the mixed use of the SmartCode, over time, sensitive to the surrounding uses and homes.

I request that you approve this zoning change and carry on the vision of the Leander TOD.

Sincerely,

Pix Howell, AICP
Urban Design Officer

ORDINANCE NO #

ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING A PARCEL OF LAND FROM SFU-2-B (SINGLE-FAMILY URBAN) TO PUD/TOD (PLANNED UNIT DEVELOPMENT/TRANSIT ORIENTED DEVELOPMENT); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.

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

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

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

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

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

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

Section 3. Rezoned property. The Zoning Ordinance is hereby amended by changing the zoning district for a parcel located at 208 South Brushy. The property is approximately 0.2686 acres more or less in size and includes parcel #R036124. This parcel is hereby zoned PUD/TOD (Planned Unit Development/Transit Oriented Development); 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 4th day of April, 2013.
FINALLY PASSED AND APPROVED on this the 18th day of April, 2013.

THE CITY OF LEANDER, TEXAS

Christopher Fielder, Mayor

ATTEST:

Debbie Haile, City Secretary

AGENDA ITEM # 14

Executive Summary

April 4, 2013

Council Agenda Subject: Hold a Public hearing and 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: Greg Minton, Chief of Police

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:

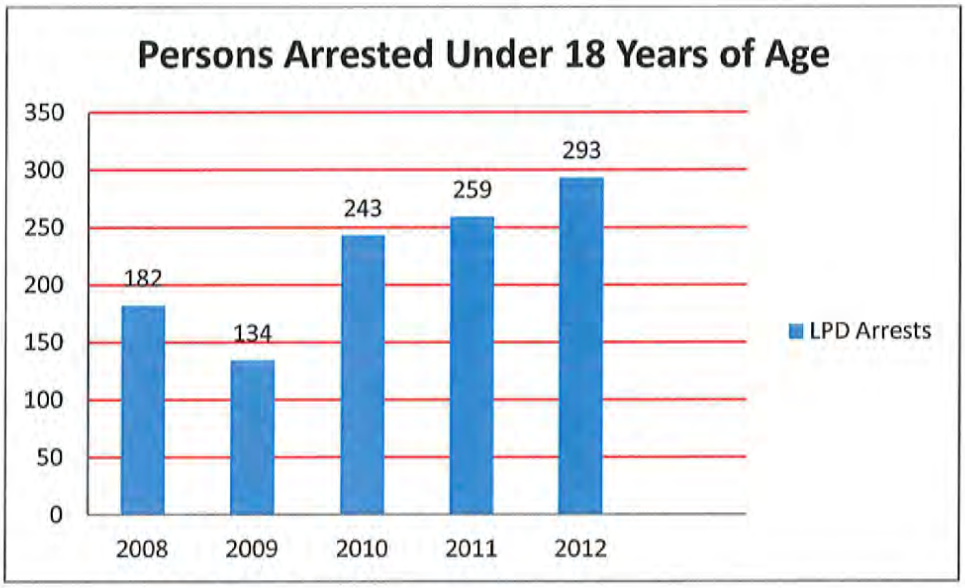
- You may be detained by a law enforcement officer;
- You will be required to respond and take custody of your child;
- If you allowed your child to violate the curfew, you may be issued a citation that requires your appearance in the Municipal Court;
- If found guilty, the Judge may impose a fine, probation 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 [COMPERABLE CITY'S IN WILLIAMSON COUNTY WITH CURFEW'S

Georgetown, TX

11P-6A Sun – Thurs

12P-6A Fri – Sat

No daytime curfew

Under 17

Taylor, TX

11P-6A Sun – Thurs

12P-6A Fri – Sat

Daytime curfew

Under 17

Cedar Park, TX

11P-6A Sun – Thurs

12P-6A Fri – Sat

No daytime curfew

Under 17

Hutto, TX

11P-6A Sun – Thurs

1201PA-6A Fri – Sat

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

ORDINANCE NO. 13-028-00

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 4th day of April, 2013.

Attest: **The City of Leander**

Debbie Haile, City Secretary

Christopher Fielder, Mayor

AGENDA ITEM # 15

Executive Summary

April 4, 2013

Agenda Subject: Resolution granting authority to the City Manager to establish purchasing policies and procedures and authority to approve change orders subject to limitations set by state law, as amended.

Background: In 2008, the City Council, by resolution, adopted a purchasing policy for the City. However, purchasing is often more procedural than policy, and many aspects are governed, at a minimum, by state procurement laws. Therefore, it is staff's recommendation that the City Council clarify by this resolution that purchasing is an administrative function under the direction of the city manager. Certainly, if at any time, the City Council wants to establish certain specific purchasing policies or goals those would be incorporated. Any and all administrative policies must be in compliance with established City Council policies. Recently, staff with input from each department director drafted a new purchasing manual. Also, several years ago, the Legislature amended state law to increase the dollar amount that a governing body could delegate to an administrative official to approve change orders to contracts. The amount was increased from $25,000 to its current limit of $50,000. The percent change to any contract did not change. It remains set at 25 percent. The recommended wording allows the limit to coincide with state law.

Origination: Robert G. Powers, Finance Director

Recommendation: Staff recommends approval.

Attachments: Resolution

Prepared by: Robert G. Powers, Finance Director

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEANDER GRANTING AUTHORITY TO THE CITY MANAGER TO ESTABLISH PURCHASING POLICIES AND PROCEDURES AND AUTHORITY TO APPROVE CHANGE ORDERS SUBJECT TO LIMITATIONS SET BY STATE LAW, AS AMENDED.

WHEREAS, the City Council desires to maintain fiscal responsibility by establishing cost effective purchasing policies and procedures; and,

WHEREAS, Chapter 252 of the Texas Local Government Code allows the governing body of a municipality to grant general authority to an administrative official to approve change orders to contracts that involve a decrease or increase of $50,000 or less.

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

Section 1: The City Manager, as the chief executive officer of the City, is hereby charged with establishing, maintaining and enforcing all purchasing policies within the City that fully comply with all applicable, local, state, or federal laws and that protect the taxpayers of Leander.

Section 2: The City Council shall evaluate the effectiveness of such policies and procedures during its approval of the City's Annual Budget as well as when it is called upon to approve contracts for goods and services.

Section 3: The City Council further grants authority to the City Manager, or his designee, to approve change orders that involve a decrease or an increase in the contract amount as allowed by state statute.

PASSED AND APPROVED this _____ day of April, 2013.

CITY OF LEANDER, TEXAS

_____
Christopher Fielder, Mayor

ATTEST:

_____
Debbie Haile, City Secretary

City of Leander

Purchasing and Credit Card Policy

Approved: _____

TABLE OF CONTENTS

Purchasing Tree....3

Glossary of Terms....4

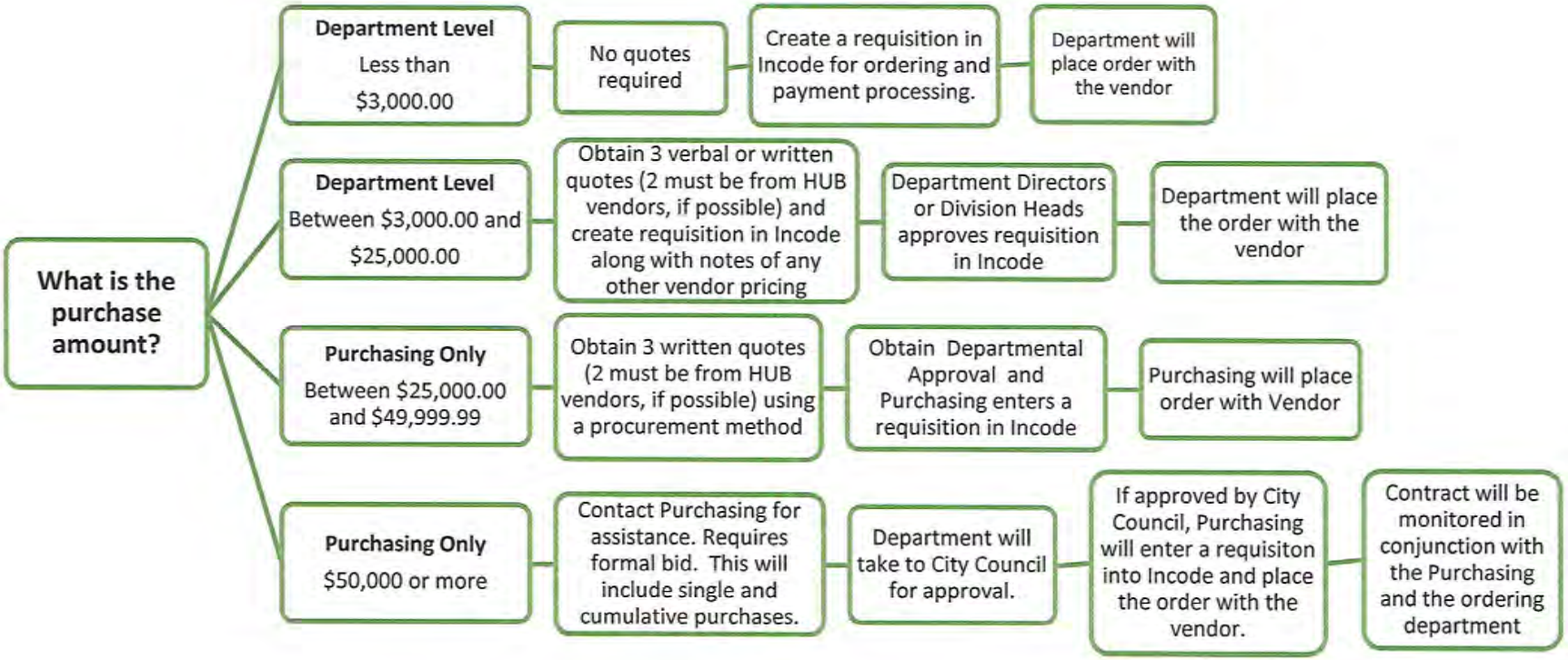
Purpose....7

Definitions

I. Purchasing Policy
- A. Responsibilities in the Purchasing Process....7
- B. Purchasing Procedures
  1. Purchases up to $2,999.99....8
  2. Purchases $3,000.00 - $25,000.00....8
  3. Purchases $25,000.00 to $49,999.99....8
  4. Purchases $50,000.00 and Over....8
  5. Formal Bid Procedures....8
     - a. Procedures....9
     - b. Bid Opening, Evaluation and Award....9
     - c. Change Orders....9
  6. Cooperative Purchasing....10
  7. Sole Source Purchases....10
  8. Emergency Purchases....11
  9. Other Exemptions from Competitive Bidding....11
  10. Alternative Purchasing Procedures....11
  11. Ethics....12

II. Credit Card Policy
- A. Introduction....14
- B. Responsibilities....14
  1. Program Administrator....14
  2. Department director....14
  3. Cardholder....14
- C. Spending Controls....15
  1. Credit Limits....15
  2. Sales Tax....15
  3. Disallowed Vendors/Prohibited Merchant Category Codes....15
- D. Record Keeping....16
  1. Required Documentation....16
  2. Records Management....16
- E. Returns and Credits....16
- F. Disputing a Transaction and Fraud....16
- G. Stolen or Misplaced Cards....17
- H. Cancellations and Terminations....17

PURCHASING TREE



Glossary of Terms

Award – Approval by the City Council, City Manager or Department Head or their designee, under whose authority a purchase or purchase order is approved.

Best Value – If the sealed competitive bidding requirement applies to the contract for goods or services, the contract may be awarded to the lowest, responsible bidder or to bidder who provides goods or services at the best value for the city. In determining the best value for the City, we may consider:

- The purchase price
- The reputation of the bidder and the bidder's goods or services
- The quality of the bidder's goods or services
- The extent to which the goods or services meet the City's needs
- The bidder's past relationships with the City
- The impact on the ability of the city to comply with the laws and rules relating to contracting with historically underutilized businesses and non-profit organizations employing persons with disabilities
- The total long-term cost to the City to acquire the bidder's goods or services, and
- Any relevant criteria specifically listed in the request for bids or proposals.

Bid Advertisement – A public notice put in a newspaper of general circulation, containing information about an Invitation for Bid or a Request for Proposal.

Change Order – After the award of the contract; if circumstances change which will alter the scope, a change order may be issued. See page 9 for further explanation.

City Manager Approval – City Manager prior written approval is required for all procurements $25,000 to $50,000. It is intended to provide the City Manager with information to make an informed decision regarding the approval of requested purchases. At a minimum, the information should include: summary information of purchase request, background information, number of bids solicited, number of bids received, funding source, budget vs. actual cost and summary tabulation.

Commodity Code – A specific group of goods or services categorized into distinct classes that have been assigned a numerical reference number within the purchasing and inventory system.

Competitive bidding – A process wherein a vendor openly competes with other vendors, through a formal or informal process, for the City's business.

Component Purchases – Purchases of the component parts of an item that in normal purchasing practices would be purchased in one purchase.

Contract – An agreement between the City and a Supplier to furnish supplies and/or services over a designated period of time, during which purchase are made of the commodity specified. If the contract is for more than one fiscal year, it must include a non-appropriation clause.

Contractor – The successful vendor(s) awarded a contract by the City of Leander.

Cumulative Purchases – Purchases within a commodity over a fiscal year that are used city wide.

Emergency – Purchases that are made to meet a critical, unforeseen need of the City, where the City's ability to serve the public would be impaired if purchase is not made immediately. Emergency purchases are exempt from standard purchasing procedures and must qualify for exemption as stated in LGC 252.022 also stated on page 11.

Encumbrance – The process wherein the City reserves funds and pays for the purchase of supplies, goods, services and equipment in one budgetary-accounting period.

Goods – A generic term that includes all types of property to be purchased by the City; equipment, supplies, materials, component and repair parts.

Historically Underutilized Businesses (HUB) - The statewide program facilitates the use of HUBs in state procurement and provides information on the state's procurement process to minority and woman- owned businesses. HUB requirements are found in Chapter 252.0215 of the Local Government Code and Chapter 2161of the Texas Government Code.

Invitation to Bid – This is a formal written document that requests from bidders a firm price and delivery details for specified merchandise listed on a purchase requisition. An Invitation to Bid is one way to procure when the anticipated level of expenditure will be greater than $25,000. It may be used any time the Purchasing Department, the Department or the City Manager feels it is justified.

Lowest responsible bidder – This is the vendor who offers the lowest bid to which meets all the specifications, requirements, terms and conditions of the Invitation to Bid or the Request for Proposal. It is expressly understood that the lowest responsible bid includes any related costs to the City, using a total cost concept. The term "responsible" refers to the financial and practical ability of the bidder to perform the contract. The term is also used to refer to the experience or safety record of the vendor.

Non-Appropriation Clause – This clause must be included in term related contracts. This is a commitment of the City's current revenues only. It is understood and agreed that the City shall have the right to terminate the Agreement at the end of any City fiscal year (September 30th) if the governing body of the City does not appropriate funds sufficient to purchase the estimated yearly quantities, as determined by the City's budget for the fiscal year in question. The City may effect such termination by giving the Vendor a written notice of termination at the end of its then current fiscal year.

Personal Services – Services provided to the City personally by a particular individual. This does not include Professional services.

Professional Services – Services rendered by a person or firm that requires years of education and service for one to attain competence and which calls for higher order of intelligence, skill and learning. (Mental or intellectual skills, rather than physical or manual) When the Request for Proposal is used for selection of professional services as allowed in the Local Government Code 252.022(a)(4), the City shall comply with Government Code 2254.003 in the procurement of these services. The City shall not award a contract for these services based on competitive bids but shall make the selection and award on the basis of demonstrated competence and qualifications for fair and reasonable price. Fees must be consistent with and not higher than the recommended practices and fees published by the applicable professional associations and may not exceed any maximum(s) provided by law.

Purchase – The act that includes the acquisition of goods and services, to include the act of leasing personal or real property. Separate, sequential and component purchases shall be treated as a single purchase.

Purchasing – The act, function and responsibility for the acquisition of goods and services.

Purchase order – A formal, binding, legal agreement issued by the City. A purchase order is requested by a departmental requisition that details the merchandise or services required. A Purchase Order grants the vendor the authority to deliver the goods or services and invoice for the same. It is the City's commitment to accept the goods or services and pay for them at the agreed price.

Quotes

Verbal Quote – A verbal quote is obtained from a potential vendor that has the ability to provide the good/service. This quote must include the individual's name, company name, phone number and the dollar amount of the quote for the good/service.

Written Quote – A written quote is provided by the potential vendor that states the good/service pricing as well as the delivery date/terms. This quote can be used as a reference when placing the order with the vendor.

No Bid or Non-Responsive Bid – An opportunity was given to a potential vendor in which they have not responded or responded with a "no bid".

Request for Proposal (RFP) – A formal written document requesting potential vendors make an offer for services to the City. The Request for Proposal method of procurement may be used for goods or services including high technology and insurance when it is determined that the proposal process provides the best value to the City.

Request for Qualifications (RFQ) – A formal written document used when soliciting providers of architectural, engineering and land surveying services. The City shall comply with Government Code 2254.004 in the procurement of these services. The City must first select the most highly qualified provider of those services on the basis of demonstrated competence and qualifications. After a firm has been selected based on qualifications and experience, then a fair and reasonable fee shall be negotiated. If a satisfactory contract cannot be negotiated with the most highly qualified provider of architectural, engineering, or land surveying services, the City shall formally end negotiations with that firm and select the next most highly qualified firm and begin negotiations with that provide for a fair and reasonable price.

Requisition – The source document for all purchasing activity. This form communicates a department's needs to the Purchasing Department and authorizes the Purchasing Department to enter into a contractual relationship for the delivery of the goods and/or services. A requisition is for communicating internal requirements and should not be used by the departments for the order and delivery of goods and/or services.

Separate Purchases – Purchases made separately of items that in normal purchasing practices would be purchased in one purchase.

Sequential Purchases – Purchases made over a period of time of items that in normal purchasing practices would be purchased in one purchase.

Services – A generic term to include all work or labor performed for the city on an independent contractor basis, including maintenance, construction, manual, clerical or professional services.

Sole Source – Purchases of goods or services that are available from only one supplier. There may be just one vendor because of copyrights or patents, or simply because the vendor is the only one that supplies the good or service. These purchases are exempt from the standard bidding requirements and must qualify as outlined in Local Government Code 252.002. Determination must be made by legal.

Specifications – Statements containing a detailed description of the terms of the contract, as well as specific details for the goods and/or services. The details or specifications should be descriptive, but not restrictive.

State Contract Purchase – An item available through the State of Texas Procurement Division Cooperative Purchasing Program. The State has publically advertised and received qualified bids for specific items. These appear on a listing periodically published by the State. The City of Leander has elected to participate in the cooperative purchasing program for governmental subdivisions and other state agencies

Vendor – A generic term applied to individuals and companies alike, who provide goods and services to the City.

PURCHASING POLICY

Purpose

The City of Leander is committed to ensuring that all purchases are in compliance with State and Federal law, City ordinances and policies when procuring the highest quality material and services at the best value for the citizens of Leander. The City of Leander encourages free and unrestricted competition on all bid requests and purchases.

All formal solicitations (except construction) which include Invitation for Bid (IFB), Request for Proposal (RFP), and Request for Qualifications (RFQ), will be handled by Purchasing.

Purchasing should be included in the early planning phases of major projects. Purchasing will gain a full understanding of the goals to be accomplished and will be able to add specialized knowledge of products and services. This will allow Purchasing to schedule solicitations for timely delivery of products and services and set schedules to help avoid delays.

This policy was written in conjunction with current State of Texas purchasing laws. Should there be a conflict between this document and state law, the more restrictive will control.

I. Purchasing Policy

A. Responsibilities in the Purchasing Process

The City Council delegates the City Manager the authority to approve and execute contracts and purchases under $50,000.00.

No employee or agent of the City has the authority to enter into any contract on behalf of the City, except otherwise expressly provided by the City Manager. If a City employee signs a contract without authority, or falsely represents to a third party that he or she has authority to sign a contract, the employee may be held personally responsible to the third party under Texas law.

The authority to purchase is given to the Department Directors, Division Heads and Supervisors and other employees as delegated by the City Manager.

The single purchase approval amounts are listed below:

Department Directors can purchase less than $25,000.00
Division Heads can purchase less than $10,000.00
Supervisors can purchase less than $3,000.00

Department Directors may delegate purchasing amounts in writing to employees within their department. These delegations will need to be approved in writing by the City Manager.

Any attempt to evade the requirements of this policy or state procurement statutes, including but not limited to sequential or component purchases, may be grounds for disciplinary action up and including termination.

The Purchasing Department reserves the right to solicit various commodities that might possibly be used citywide to ensure best value for the City.

B. Purchasing Procedures

1. Purchases up to $2,999.99

a. No quotes are required. However, purchase requisitions and purchase orders are still required for purchases less than $3,000.00.

2. **Purchases $3,000.00 - $24,999.99**
   a. Obtain not less than three (3) verbal or written quotes, at least two (2) of which shall be Historically Underutilized Business (HUB) vendors if available. Contact Purchasing for questions regarding HUB vendors. HUB requirements are found in Chapter 252.0215 of the Local Government Code and Chapter 2161 of the Texas Government Code.
   b. HUB Website http://www.window.state.tx.us/procurement/prog/hub/
   c. HUB Search Page http://www2.cpa.state.tx.us/cmbl/hubonly.html to use the search site add in Williamson County and then use one of the following Business Categories;

      01 Heavy Construction other than Building Contracts
      02 Building Construction, including General Contractors and Operative Builders
      03 Special Trade Construction
      04 Financial and Accounting Services
      05 Architectural/Engineering and Surveying Services
      06 Other Services including Legal Services
      07 Commodities Wholesale
      08 Commodities Manufacturers
      09 Medical

   d. If the search criterion within the county comes up empty, the City is considered exempt from HUB requirements. If HUB vendors are listed on the Williamson County list; at least two HUB vendors must be contacted for quotes.
   e. When you receive the quotes enter the information in Incode. In the internal notes section, enter the other vendors contacted with their pricing regarding this purchase.
   f. The department will keep this documentation with their files for two years. To ensure compliance these records might be periodically audited by the purchasing department.

3. **Purchases $25,000.00 – $49,999.99**
   These purchases will require written quotes and will be completed by the Purchasing Department. Purchasing will determine the procurement method to use to best meet the department need and the City.

4. **Purchases $50,000.00 and over**
   Purchases must be accomplished through a formal solicitation process. Contact Purchasing for assistance with all formal bids.

   All purchases of $50,000 and over including cumulative purchases by all departments during the fiscal year must be submitted to City Council for approval.

5. **Formal Bid Procedure**
   For all bids contact Purchasing. We will arrange a time to develop a detailed specification or statement of work with the requesting department to assure the exact requirements are being communicated to the responding vendors. Allow 8-10 weeks minimum for the entire procurement process including specification development, advertisement, Council agenda preparation and approval, and contract negotiations.

   a. **Procedures**
      Purchasing will issue the correct type of solicitation (Invitation for Bid-IFB, Request for Proposal-RFP, or Request for Qualifications-RFQ); place an advertisement in the Official Newspaper and any other media appropriate for the type of solicitation; send the package to the vendors on the request for bid list and vendors recommended by the requesting department. If there are not existing vendors in the City's request for bid list, Purchasing will locate a list of appropriate vendors to respond to the solicitation. While the solicitation is in the vendor's hands no communication between any responding vendor and any city staff or

city council member, except for Purchasing and the Legal Department will be allowed concerning the outstanding solicitation. Purchasing will be the primary contact for all solicitations. Any contact concerning the solicitation with staff or city council will be grounds for disqualification of a vendor's response. Communication for business not concerning the solicitation is acceptable.

The city may hold a mandatory or non-mandatory pre-bid conference. Date, time and location must be included in the bid advertisement. This should be coordinated with Purchasing during specification development. The requesting department will be asked to attend this pre-bid conference so they may answer vendor questions.

b. Bid Opening, Evaluation and Award

Purchasing will execute the bid opening. A tabulation of the responses will be created and the requesting department will meet with Purchasing to jointly determine the response containing best value for the City. If negotiations are appropriate, purchasing will assist in these negotiations with the vendor.

The contract, after review and approval by the City Attorney, if necessary, must be awarded to the lowest responsible bidder or to the bidder who provides goods and services at the best value for the municipality. The Terms and Conditions of the solicitation must indicate the criteria and corresponding weight for each criterion that will be used in the evaluation. Per Local Government Code 252.043, these criteria may include:

1. Purchase price
2. The reputation of the bidder
3. Quality of the proposed goods or services
4. Extent to which the goods or services meet the municipality's needs
5. Bidder's past relationship with the municipality
6. The impact on the ability of the municipality to comply with laws and rules relating to contracting with HUB and nonprofit organizations employing persons with disabilities
7. The long-term cost to the municipality to acquire the bidder's goods or services
8. Any relevant criteria specifically listed in the solicitation

After final negotiation, if necessary, has been completed the purchase and contract must be approved by the City Council. The Department purchasing the service or good prepares the Executive Summary to present to the City Council.

If contract extensions are included in the solicitation, these should also be included in the City Council agenda item so the contract can be renewed without having to go back through City Council approval. Purchasing will issue a formal letter to the vendor when renewing a contract and the vendor has the right to refuse the extension. A copy of the letter of contract extension must be placed in the contract and bid files.

c. Change Orders

After the award of the contract; if circumstances change which will alter the scope, a change order may be issued. A change order is required if, after the contract has been executed one or more of the following events occur:

1. Changes in plans or specifications are necessary
2. It is necessary to decrease or increase the quantity of work of materials, equipment or supplies to be furnished.

Material changes in the scope, quantities or related work may not be made. A material change is defined a substantial revisions.

All change orders must include sufficient explanation or detail for the City Manager to make an informed consent to change the original contract. Change orders involving an increase or decrease of less than

$50,000.00 may be approved by the City Manager. Change orders of more than $50,000.00 must be approved by the City Council.

Per Local Government Code 252.048(d) *Change Orders may not increase more than 25% of the original contract price. Change orders may not decrease the original contract by more than 25% without consent of the contractor. Any change greater than 25% will require a new solicitation.*

6. **Cooperative Purchasing**

Cooperative purchasing is one of the ways that local governments can save time and money in their purchasing programs. It occurs when two or more entities (state, federal or local governments) coordinate some or all of their purchasing needs so that they can join in purchases to the mutual benefit of all the entities concerned (e.g. fuel, radio equipment, vehicles).

An interlocal government cooperative purchasing agreement must be approved first by the City Council. Please contact Purchasing if you want to enter in to any new interlocal agreements or to check if an interlocal agreement already exists with a particular entity.

The benefits are:

a. Lower costs through economies of scale.
b. Lower (shared) administrative costs.
c. Improved response from vendors.
d. Shared experience leading to better product specifications.

There are several ways cooperative purchasing can be done.

a. Entering into a cooperative agreement with another government entity for a bid.
b. Two or more governments may join to purchase one or more goods/services jointly.
c. Buying from state contracts (e.g. Term Contracts, TXMAS Texas Multiple Award Schedule).
d. Purchasing through established purchasing cooperatives

Legal Constraints – There are different statutes for different types of government. When purchasing cooperatively, the strictest statutes apply.

Pricing from a cooperative should still be compared to at least two other vendors or other cooperatives to ensure best value.

The City of Leander participates in several Cooperative Purchasing programs. For a complete list, please contact purchasing.

7. **Sole Source Purchases Local Government Code Chapter 252.022 item 7**

Competitive bids cannot be obtained on items that are only available from one source. Sole source determination will need to be preapproved by Purchasing and must be noted on the purchase order.

If the following are available from only one source they are exempt from bidding:

a. Items those are available from only source because of patents, copyrights, secret processes or natural monopolies;
b. Films, manuscripts, or books:
c. Electricity, gas, water or other utility services;
d. Captive replacement parts or components for equipment;
e. Books, papers and other library materials for a public library that is available only from the person holding exclusive distribution rights to the material.

Any items not listed above that are considered sole source will need to be supported by all of the following:

a. A statement on how the determination was made that the item(s) requested is/are only available from one source. Include why a functional equivalent is not available from any other source.
b. A statement on company letterhead from the vendor attesting to the fact that the item(s) being requested is/are only available from that vendor.
c. Names of people contacted in an effort to find other sources.

8. **Emergency Purchases** Local Government Code Chapter 252.022 items 1-3

These purchases are exempt from competitive bidding.

a. Items purchased in case of public calamity to relieve the needs of the citizens or to preserve City property.
b. Items to preserve or protect the public health or safety of the residents of the City.
c. Items necessary because of unforeseen damage to public property.
d. **The Emergency Management Coordinator or City Manager must preapprove all Emergency purchases.** Purchasing may be contacted for assistance in determining emergency purchases.

9. **Other Exemptions from Competitive Bidding** Local Government Code 252.022 items 4-6

These items are exempt from competitive bidding. However, any use of City funds $50,000 and over must be approved by City Council.

a. Personal or professional services as defined by Texas Government Code 2254.002. These services are generally licensed by the state and include accounting, architecture, landscape architecture, land surveying, medicine, optometry, professional engineering, real estate appraising, and professional nursing. The City must select the most highly qualified provider and then attempt to negotiate a fair and reasonable price. The use of a Request for Qualifications is recommended.
b. Work paid for on a daily basis (day labor)
c. Land or right of way

10. **Alternative Purchasing Procedures**

This policy cannot address every situation. When an unusual situation occurs or a difficult legal problem arises, the City Manager may approve exceptions to this policy, when in the best interests of the City, so long as the proposed exceptions are consistent with the local, state and federal law.

11. **Ethics**

Public employment is a public trust. Public employees must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the City of Leander procurement organization.

To achieve the purpose of this article, it is essential that those doing business with the City of Leander also observe the ethical standards prescribed herein.

a. Personal Gain- It is a breach of ethics to realize personal gain by any conduct inconsistent with the proper discharge of the employee's duties.

b. Conflicts of Interest- It is a breach of ethics for any employee to participate directly or indirectly in procurement when the employee knows that:
   1. the employee or any member of the employee's immediate family has a financial interest pertaining to the procurement
   2. a business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement

3. any other person, business or organization with which the employee or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

c. Gratuities-It is a breach of ethics to offer, give or agree to give any employee or former employee of the City of Leander, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal pending before the City of Leander.

d. Kickbacks- It is a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a vendor, contractor, or subcontractor as an inducement for the award of a contract or order. It is a breach of ethics to accept such an offer.

e. Confidential Information- It is a breach of ethics for any employee or former employee of the City of Leander knowingly to use confidential information for actual or anticipated personal gain for them or any other person.

f. As stated in Formal Solicitations section, contact with vendors is limited during the solicitation process.

g. Vendors may obtain information about a bid or quote after the award by submitting an open records request specifically requesting documents related to the solicitation. This request needs to be coordinated through purchasing.

h. Criminal Penalties from Local Government Code 252.062
   1. A municipal officer or employee commits an offense if the officer or employee intentionally or knowingly makes or authorizes separate, sequential, or component purchases to avoid the competitive bidding requirements of Section 252.021. An offense under this subsection is a Class B misdemeanor.
   2. A municipal officer or employee commits an offense if the officer or employee intentionally or knowingly violates Section 252.021, other than by conduct described by Subsection (a). An offense under this subsection is a Class B misdemeanor.
   3. A municipal officer or employee commits an offense if the officer or employee intentionally or knowingly violates this chapter, other than by conduct described by Subsection (a) or (b). An offense under this subsection is a Class C misdemeanor.

i. Removal Ineligibility from Local Government Code 252.063
   1. The final conviction of a municipal officer or employee for an offense under Section 252.062(a) or (b) results in the immediate removal from office or employment of that person.
   2. For four years after the date of the final conviction, the removed officer or employee is ineligible:
      a. to be a candidate for or to be appointed or elected to a public office in this state;
      b. to be employed by the municipality with which the person served when the offense occurred; and
      c. to receive any compensation through a contract with that municipality.
   3. This section does not prohibit the payment of retirement or workers' compensation benefits to the removed officer or employee.

II. CREDIT CARD POLICY

A. Introduction

The Credit Card is a purchasing tool that is an efficient and effective method of purchasing and paying for goods and services. The cardholder will be able to purchase goods in accordance with these policies and procedures directly from vendors.

Payment by credit card should not be made prior to receipt of goods or services without acceptable terms and conditions that adequately protects the City. Normal procurement rules should apply.

This policy describes the procedures for appropriate purchasing card use. The credit card is issued to the employee only. No other person is permitted to use another employee's card. As a cardholder, the employee is responsible for the appropriate use of City funds. Although the card is issued to the employee, it remains City property and may be rescinded at any time.

The credit card may not be used to circumvent the City's purchasing rules and procedures.

B. Responsibilities

1. Program Administrator

   The Program Administrator resides in the Finance Department and is responsible for:

   - Approving/processing applications for new credit card holders
   - Establishing guidelines and criteria for transactions and cumulative dollar limits
   - Maintaining the records of credit card holders, card numbers and card limits
   - Coordinating training on credit card usage, purchasing policies and procedures
   - Reviewing departmental compliance/submission of approved monthly statement reconciliation
   - Suspending/cancelling cardholder privileges for not following policies listed within this document or as requested by the City Manager or Department director
   - Assisting in the resolution of declined transactions
   - Serving as the primary contact with the Bank for the credit cards

2. Department Director

   The Department director is charged with monitoring all aspects of individual credit cards issued to the employees for whom they are responsible. Department directors have the authority to recommend changes to or removal of a card and recommending employee purchasing limits.

   The Department Director is responsible for:

   - Reviewing and approving credit card applications and submitting to the Program Administrator
   - Reviewing and approving monthly statements and receipts for policy compliance and forwards them to the Finance Department in a timely manner
   - Notifying the Program Administrator to cancel privileges and retrieving the credit card from an employee who is retiring or is terminated
   - In the event the cardholder has used the card fraudulently, the Department director shall immediately report the misuse to the Program Administrator and retrieve the card
   - Attending training as specified by the Program Administrator

3. Cardholder

   A credit card will be issued to an employee upon department approval and receipt of the cardholder form, the employee should immediately sign the back of the card and keep secure. By signing the cardholder agreement form, the employee promises to comply with program rules and regulations.

Cardholders are accountable and responsible for:

- Their credit card
- Following the established purchasing procedures and attend training
- Adherence to limits set for their card
- The physical receipts for their purchases
- Coordinating any returns with the vendor and ensuring proper credit is given for those returns
- Ensuring tax is not charged to the purchase

C. Spending Controls

1. Credit Limits

   Department Directors can purchase up to $10,000.00
   Division Heads can purchase up to $5,000.00
   Supervisors can purchase up to $3,000.00

   Department Directors may delegate credit card limits to employees within their department. These delegations will need to be approved in writing by the City Manager.

   The credit card limit is also the cardholder's transaction limit.

2. Sales Tax

   All purchases made with the credit card are exempt from State of Texas Sales tax. The cardholder should inform the vendor of the tax exempt status prior to placing the order. Upon request, a Tax Exemption Certificate may be completed by the cardholder and submitted to the vendor.

   If sales tax is charged, contact the vendor to request a credit of sales tax back to the credit card. The cardholder is responsible for reversing any sales taxes charged to their card.

   If a receipt is turned in to the Finance Department with sales tax over $2.00 on a receipt totaling more than $24.25 (excluding meals), the cardholder will:

   - First Offense- lose their credit card privileges for 30 days and the Department director will be notified.
   - Second Offense - will be the same as the first.
   - Third Offense - the cardholder will have to pay the City for the sales tax on the card

3. Disallowed Vendors and Prohibited Merchant Category Codes (MCC)

   Misuse or fraudulent use of the card may result in disciplinary actions and may be grounds for termination.

   Purchases that are prohibited with the purchasing card:

   a. Cash advances
   b. Sales tax
   c. Liquor
   d. Independent Contractor Payments
   e. Capitalized equipment – Unless arrangements have been made with the Finance Department
   f. Multiple, sequential purchases from a single vendor for similar commodity to evade the bidding requirements
   g. Personal expenditures
      1. First Offense- reimbursement of the charge to the City plus 10% of the total charge added
      2. Second Offense – same as the first offense and leave without pay as determined by the City Manager.

Occasionally a supplier will receive a "decline" response from the bank after attempting to complete a credit card transaction by the card holder. The decline could be for multiple reasons: purchase exceeds spending limits, incorrect expiration date, incorrect billing address or purchase outside our assigned spending profile which includes a prohibited merchant category code (MCC). The Program Coordinator will contact the bank to determine the cause of the decline. Program Coordinator can work with the bank to have the MCC code lifted based on the information provided by the card holder.

D. Record Keeping

1. Required Documentation and Statement Preparation
   a. The card holder must retain all credit card itemized sales receipts, packing slips (if applicable), on-line/web receipts/confirmations and all related information for each charge on the credit card to reconcile their statement.

   b. If there are missing receipts, the cardholder must contact the vendor immediately regarding a missing receipt or invoice and request a duplicate. Every attempt needs to be made to obtain some form of documentation regarding the purchase. If the card holder is unable to obtain a receipt, a letter stating what was purchased and signed by the Department director must accompany the statement.

   c. When the billing cycle is complete, around the 5th of the month, the cardholder will receive an email stating their statement is ready to view and complete online.

   d. Follow the City of Leander Smart Data On-Line Quick Reference Guide regarding the credit card transactions, coding and printing the monthly credit card statement.

   e. Once the monthly credit card statement has been printed, attach the receipts to the statement in chronological order, cardholder's signature on the statement, make copies of all documentation for departmental records, if necessary, and submit to the Finance Department.

2. Records Management
   The Finance Department will maintain the credit card statements, purchase documents and reconciliations. Records are considered Accounts Payable transactions and should be maintained in accordance with the established guidelines and policy for such documents. Documents should be destroyed through the appropriate archive period requirements. Records will be kept by billing cycle.
   These files will be inclusive of:
   a. All documents, when required to justify the purchase
   b. Disputed items and all related documents (memos, forms, resolutions)
   c. Cardholder's monthly detail and summary report with receipts for each billing cycle

E. Returns and Credit

Each Cardholder is responsible for coordinating returns with the vendor and ensuring that proper credit was made to their credit card. The original receipt and the credit receipt are required documentation for your statement. No cash refunds are allowed.

F. Disputing a Transaction and Fraud

1. Disputing a Transaction
   A charge is considered disputable if one of the following conditions exist:
   a. A transaction appears on the statement that the cardholder did not authorize
   b. There is a difference between the amount authorized and the amount billed
   c. A transaction on the statement was billed on a previous statement
   d. The transaction was authorized but there are issues with the purchase
   e. A credit voucher for the transaction has been received but the account has not been credited
   f. Account has been charged but the merchandise has not been received

g. Account has been charged but the merchandise has been returned

According to the cardholder agreement, notification of any transaction the cardholder disputes needs to be within 60 days of the last day of the billing cycle of the month the charge occurred.

Once the cardholder audits the statement and determines a charge(s) should be disputed, it is the cardholder's responsibility to immediately investigate the charges. The cardholder should contact the vendor first to resolve any outstanding issues. Most can be resolved this way.

If the issues cannot be resolved then the cardholder will contact the credit card company and work with customer service regarding the questionable charge. Thoroughly document the dispute which will include the bank representative's name, when the call took place, any paper documentation related to the dispute. Include this documentation with the credit card statement. If the cardholder is unable to resolve the dispute, the Program Administrator should be notified.

2. Fraud

Fraud is when an unauthorized person uses the credit card. The bank scans regularly for any credit card transactions that are outside of the "normal" spending pattern for the cardholder. If the bank detects any suspicious activity on a credit card, they will temporarily block the card until they have contacted the cardholder to verify the validity of the charge. If the charge is valid, they will release the temporary block. If the charge is determined to be fraudulent, they will cancel the current card and re-issue a new card.

According to the cardholder agreement, notification of any transaction the cardholder determines is fraudulent needs to be reported to the credit card bank within 10 days from the date of the statement.

G. Stolen or Misplaced Cards

The City will still be financially liable for charges in the event the cardholder's card is misplaced or stolen. It is the cardholder's responsibility to notify the credit card bank that their card is either stolen or misplaced. Inform the bank representative of the last date the credit card was used by the cardholder. Once the bank has been notified, the City is no longer liable for the charges.

After the cardholder notifies the bank, also contact the Program Administrator and the Department Director that the card has been stolen or misplaced.

H. Cancellations and Terminations

The Department Director is responsible for retrieving the credit card from the cardholder before separating or terminating with the City. The card and the final statement will be turned into Finance.

AGENDA ITEM # 16

Executive Summary

April 4, 2013

Council Agenda Subject: Consider extension to the Facilities Agreement deadline for Travis County MUD's 19, 20 and 21 to June 3, 2013 for the owner to execute the agreements.

Background: The facilities agreement for the Travis County Municipal Utility Districts 19, 20 and 21 were approved by the City Council on July 20, 2012. Section 2.01 calls for the districts to approve, execute, and deliver to the City the Facilities Agreements within thirty (30) days after the District Creation Date. The Districts were approved by the Texas Commission on Environmental Quality on March 7, 2013.

On December 20, 2012, the City approved the assignment of the Development Agreement for Nameless Valley Ranch to Taylor Morrison. Taylor Morrison has requested that the deadline for document execution be extended to June 3rd. This allows Taylor Morrison at least 30 days to execute the agreement after the final closing, which is anticipated to be April 29, 2013.

Origination:

Financial Consideration:

Recommendation: Staff requests that City Council approve the extension to June 3rd, 2013 for approval, execution and delivery of the Facilities Agreements for Travis County MUD's 19, 20, 21.

Attachments: Facilities Agreement
Assignment of Facilities Agreement

Prepared by: Kent Cagle, City Manager

FACILITIES AGREEMENT

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

THIS FACILITIES AGREEMENT ("Agreement") is made and entered into as of July 20, 2012 (the "Effective Date"), initially by LOOKOUT PARTNERS, L.P. ("Lookout"), a Texas limited partnership, and KEY-DEER HOLDINGS, L.P. ("Key-Deer"), a Texas limited partnership (Lookout and Key-Deer collectively, "Owner"), and the CITY OF LEANDER, TEXAS ("City"), a home rule municipal corporation. Subsequent to its creation by the Texas Commission on Environmental Quality (the "TCEQ") (the "District Creation Date"), TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 19, a municipal utility district created and operating pursuant to Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 54, Water Code (the "District"), will become a party to this Agreement. The Owner, the City, and the District are sometimes hereinafter referred to singularly, as "Party", and collectively, as "Parties".

RECITALS

WHEREAS, the Owner is the owner of approximately 624.20 acres in Travis County, Texas, as described by metes and bounds on Exhibit "A" attached to this Agreement (the "Property"). The Property lies entirely within the corporate limits of the City;

WHEREAS, the Owner and the City have entered into a "Development Agreement–Nameless Valley Ranch", effective May 3, 2012 (the "Development Agreement"), regarding certain land located within the City, including the Property, that provides, among other things, for the acquisition, construction, and financing of certain "Public Improvements", as such term is defined therein, to serve the Property;

WHEREAS, the City Council of the City adopted Ordinance No. 12-035-00, dated July 5, 2012, consenting to the creation of the District and the inclusion of the Property therein (the "Consent Ordinance"), a copy of which is attached hereto as Exhibit "B";

WHEREAS, the Owner has filed an application to the TCEQ seeking the creation of the District which, upon its creation, will be located entirely within the corporate limits of the City;

WHEREAS, the District is being created for the purpose of constructing, acquiring, and financing certain portions of the Public Improvements (collectively, the "District Improvements") to serve the area within its boundaries. The proposed boundaries of the District are described in Exhibit "A";

WHEREAS, the Owner will cooperate with District and City in the design, bidding, and construction of the District Improvements more particularly described on Exhibit "C" attached hereto, in the manner required for the District in accordance with the applicable requirements of Chapters 30, 49, and 54, Water Code, rules of the TCEQ, and the Development Agreement;

WHEREAS, the District will acquire for the benefit of and convey to the City the District Improvements to serve the future residents within the District;

WHEREAS, the District proposes to acquire, construct, and finance the District Improvements and convey them to the City, from time to time, in phases, in consideration for the periodic payments and other consideration to be provided on the terms set forth in this Agreement;

WHEREAS, the District is authorized to enter into this Agreement pursuant to the provisions of Texas law, including but not limited to, Chapters 30, 49, and 54, Water Code, Chapter 791, Government Code, and Section 552.014, Local Government Code;

WHEREAS, the City is a municipal corporation and is operating under a Home Rule Charter (the "City Charter") adopted under the laws of the State of Texas. The City has the authority under City Charter and the laws of the State of Texas to acquire, own, and operate a water and sanitary sewer system and works and improvements necessary for the drainage of the lands in the City, parks and recreational facilities, and road improvements;

WHEREAS, the Parties desire to enter into this Agreement to establish the periodic payments and other consideration to be made by the City to the District in connection with the conveyance and financing of the District Improvements to the City by or on behalf of the District;

WHEREAS, the Parties desire to enter into this Agreement in order to assure that the Owner and District will have the financial capabilities to provide the District Improvements to the City for the benefit of the present and future landowners and residents within the boundaries of the District on the most economically feasible and cost effective basis;

WHEREAS, the Owner and the City have agreed to the assignment by Owner of its certain rights and obligations under the Development Agreement to the District and to amend the Development Agreement on the terms and conditions as set forth in this Agreement;

WHEREAS, in order to assure the continuing and orderly development of the Property on the most economically feasible and cost effective basis, the Owner, the District, and the City desire to enter into this Agreement whereby the Owner will advance funds to or on behalf of the District, and the District will acquire or construct for the benefit of and convey or caused to be conveyed to the City, District Improvements to serve the area within the District and other areas within the City, as provided in this Agreement in accordance with all requirements of the City, in order that all of the Property in the District will be placed in the position ultimately to receive adequate water, sanitary sewer, and drainage services, recreational facilities and roads; and

WHEREAS, the City and District wish to establish mutually agreeable terms and conditions relating to the acquisition and construction of District Improvements and issuance of Bonds by the District for such purposes.

NOW THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions hereinafter set forth, the Parties contract and agree as follows:

ARTICLE I
DEFINITIONS

"Agreement" shall mean this Facilities Agreement.

"Assignee" means a successor to Owner as defined in Section 9.09 of this Agreement.

"Benchmark Tax Rate" means a District annual aggregate ad valorem tax rate per $100 of assessed value of taxable property in the District (consisting of its debt service, maintenance, and contract tax rates) calculated by subtracting the City's total ad valorem tax rate per $100 of assessed value of taxable property within the City for that year from $1.20.

"Board" means the Board of Directors of the District.

"Bond" means a bond, note or other obligation that is issued or incurred by the District under the District's borrowing power. The term shall include obligations issued to refund outstanding Bonds, but shall not include reimbursement agreements entered into between the District and a developer of the Property.

"Bond Limit Amount" means the maximum amount of Bonds, excluding refunding Bonds, that may be issued by the District pursuant to Section 3.04 of this Agreement in the amount and for the authorized purposes as described on Exhibit "C" attached hereto.

"City" means the City of Leander, Texas, a home rule municipality located in Travis and Williamson Counties.

"City Council" means the City Council of the City.

"City Manager" means the City Manager of the City.

"Consent Ordinance" means Ordinance No. 12-035-00 adopted by the City Council and dated July 5, 2012, a copy of which is attached hereto as Exhibit "B".

"City Wastewater Facilities" shall have the meaning ascribed to such term by Section 6.02(b) of the Development Agreement.

"Development Agreement" means the Development Agreement-Nameless Valley Ranch, dated May 3, 2012, by and between City and Owner.

"District" means the Travis County Municipal Utility District No. 19.

"District Creation Date" means the issue date of the order of the TCEQ providing for creation of the District.

"District Improvements" means (a) the Project Improvements shown on Exhibit C" hereto; and (b) the portion of the City Wastewater Facilities described in Section 10.07(c) of the Development Agreement, that serves or otherwise benefits the Property, the Reimbursable Costs of which have not been reimbursed to Owner by impact fee rebates pursuant to Section 10.07(c) of the Development Agreement.

"Notice" means notice as defined in Section 9.01 of this Agreement.

"Owner" means collectively, Lookout Partners, L.P., and Key-Deer Holdings, L.P., each a Texas limited partnership, its successors and Assignees as permitted by this Agreement.

"Party" means, individually, the City, Owner, or the District.

"Property" means that certain 624.20 acre tract located in Travis County, Texas, as described on Exhibit A.

"Project Improvements" shall have the meaning ascribed to such term by Section 6.03 of the Development Agreement.

"Recreational Facilities" shall have the meaning ascribed to such term by Section 1.01 of the Development Agreement that benefit the District.

"Reimbursable Costs" means the documented dollar amount of the bid amounts actually expended for constructing the District Improvements, provided the bids and change orders are approved in advance by the City Engineer and Director of Development Services. The Reimbursable Costs shall also include the reasonable, approved total cost of the following:

(i) the surveying costs;

(ii) the cost of soils and materials testing;

(iii) the engineering fees related to the District Improvements;

(iv) advertising and other costs associated with public bidding and award of construction contracts;

(v) the documented cost of required easements and rights-of-way located outside of the Property, but not including any easement or right-of-way required on any land that is owned by Owner or an affiliate of Owner; and

(vi) any other necessary out-of-pocket costs expended in connection with constructing and installing the District Improvements;

provided that all such sums and amounts shall be reasonable, required for the District Improvements and documented to and approved by the City Engineer and Director of Development Services. The costs of a component of the District Improvements shall not be a Reimbursable Cost until such component is accepted by and dedicated to the City.

"Road Projects" means the portions of roads and improvements in aid of such roads described in Section 6.03(c) of the Development Agreement that benefit the District.

"Tax Escrow Account" shall have the meaning ascribed to such term in Section 5.02 of this Agreement.

"Tax Rebate Amount" shall have the meaning ascribed to such term in Section 5.02 of this Agreement.

"Tax Rebate Period" shall have the meaning ascribed to such term in Section 5.02 of this Agreement.

"TCEQ" means the Texas Commission on Environmental Quality or its successor state agency.

ARTICLE II
EXECUTION OF AGREEMENTS

Section 2.01. Documents to be Executed. Owner covenants and agrees to cause the District to approve, execute, and deliver to the City this Agreement within thirty (30) days after the District Creation Date. However, in the event that the Creation Date has not occurred within two (2) years from the Effective Date, either Owner or City may terminate this Agreement upon ten (10) days' written notice to the other party. In the event this Agreement is terminated pursuant to this Section: (a) the terms of the Development Agreement, including but not limited to Section 10.07, shall be in full force and effect, subject to the terms of the Development Agreement; provided that the Tax Rebate Period shall begin on January 1st of the year following the year in which this Agreement is terminated; (b) the Owner's assignment under Section 4.01 of this Agreement shall be void, and the Owner shall be subject to all of the rights and obligations contained in Articles VI, VII, and VIII of the Development Agreement; and (c) the Consent Ordinance shall be deemed repealed.

Section 2.02. Issuance of Bonds; Payment of Impact Fee Rebates. If the District fails to approve, execute, and deliver this Agreement to the City within the time frame required by Section 2.01, such failure shall constitute a material breach of this Agreement by Owner and shall operate to prohibit the District from taking any affirmative act to issue Bonds until the failure has been cured. The City shall have all rights to enjoin the issuance of Bonds during any period in which a material breach exists under this Section 2.02. Furthermore, the City shall have no obligation to make payments of the Tax Rebate Amount (hereinafter defined) to the District unless and until the District approves, executes, and delivers this Agreement to the City in accordance with Section 2.01. Such failure shall also constitute a breach of the Development Agreement, and the City shall have the right to suspend payment of Impact Fee Rebates, as that term is defined in Section 10.06 of the Development Agreement, until such time as such failure has been cured.

Section 2.03. Owner Reimbursement. If Owner fails to cause the District to approve, execute and deliver this Agreement to the City after Creation Date within the time frame required by Section 2.01, then Owner shall not, from and after the date of such failure, enter into any agreements with the District ("District Reimbursement Agreement") or seek reimbursement from the District for any expenses incurred in connection with the District or development of the Property until the failure has been cured.

ARTICLE III
CONSENT ORDINANCE, ISSUANCE OF BONDS, AND ROAD PROJECTS

Section 3.01. Consent Ordinance. The District hereby acknowledges, accepts, and agrees to operate in accordance with the terms and conditions of the Consent Ordinance, which is incorporated herein by reference, and this Agreement.

Section 3.02. Issuance of Bonds. The District may issue Bonds only as permitted by the Consent Ordinance and this Agreement. Along with the certifications to be provided by the District in connection with each issuance of Bonds pursuant to Section 3(b) of the Consent Ordinance, the District shall certify in writing that the District is in compliance in all material respects with the terms and conditions of this Agreement. In addition to its rights under the Consent Ordinance, the City may object to the proposed issuance of a series of Bonds for the reason that the District is in default of provision of this Agreement. If the City objects to a proposed Bond issue due to such a default (a "City Objection"), the City shall have a period of thirty (30) days after receiving the District certification required by this Section 3.02 within which to object to the proposed issuance of a series of Bonds. If the City fails to object to a proposed Bond issue within such 30-day period, the City shall be deemed to have waived all objections. If the City objects to a proposed District Bond issue, such City Objection (a) shall be in writing; (b) shall be given to the District; (c) shall be signed by the City Manager or the City Manager's designee; and (d) shall specifically identify the applicable provision under this Agreement for which the District is in default. In the event a City Objection is timely given to the District with respect to a specific issuance of Bonds, the City and the District shall cooperate to resolve the City Objection within a reasonable time, and the issuance of Bonds to which the City Objection applies shall be delayed until the City Objection has been cured or waived by written agreement.

Section 3.03. Road Projects. This Agreement hereby authorizes the District to undertake the Road Projects and to issue Bonds for the Road Projects subject to this Agreement. The District shall convey or cause to be conveyed the Road Projects to the City, and the City shall accept, operate, and maintain such Road Projects in satisfaction of the requirements of Section 54.234, Water Code; provided that (a) the City has approved the plans and specifications of the Road Projects prior to construction; (b) the City finds that the Road Projects have been constructed in accordance with the approved plans and specifications, the Development Agreement, and applicable City regulations; and (c) the Owner or District has satisfied any requirements set forth in City ordinances or the Development Agreement that must be met prior to the City's acceptance of the Road Projects.

Section 3.04. Limitation on Bond Amount.

(a) The District agrees that the total amount of Bonds to be issued by the District, excluding refunding Bonds, shall not exceed $74,182,000, for the authorized purposes listed in Exhibit "C" of this Agreement (the "Bond Limit Amount"). However, the Parties agree that the amounts shown next to the various line item cost components of the Bond Limit Amount are estimates, and may vary over the term of this Agreement. Accordingly, such line item amounts are not intended by the Parties as limitations on the amount of funds to be expended for such components. Owner and the District acknowledge that the Bond Limit Amount is estimated as

of the Effective Date to be sufficient to accomplish the purposes of the District; and that Owner and the District have voluntarily agreed to the Bond Limit Amount. Owner and District may request the City to approve an increase in the Bond Limit Amount to address increases in future construction costs or the addition of mutually agreed District Improvements. Unless the City otherwise agrees in its sole discretion, District Improvements, if any, the cost of which exceeds the Bond Limit Amount, will be dedicated by the District or Owner on behalf of the District to the City without reimbursement.

(b) The District shall prepare and update annually after the District Creation Date (and deliver a copy to the City and the Owner) by June 1 of each year, a budget estimating the costs of the components of the Bond Limit Amount (the "District Bond Budget"). The District Bond Budget shall compare such estimated costs to Exhibit "C". The District Bond Budget shall separately identify, for each line item identified on Exhibit "C", the costs paid for completed District Improvements, the costs to be paid under construction contracts that are pending or that have been awarded, and the costs to be incurred in the future. Upon the completion of work under each construction contract, the District and Owner shall deliver to the Owner and the City a statement of the total costs incurred under each contract.

(c) The Owner shall prepare and update annually after the District Creation Date (and deliver a copy to City and the District) by June 1 of each year, a budget estimating the Reimbursable Costs of the City Wastewater Facilities (the "City Wastewater Facilities Budget"). The City Wastewater Facilities Budget shall identify the Reimbursable Costs paid for completed components of the City Wastewater Facilities, the costs to be paid under construction contracts that are pending or have been awarded, and the costs to be incurred in the future. Upon the completion of work under each construction contract, the Owner shall deliver to the District and the City a statement of the total Reimbursable Costs incurred under each contract. In addition, Owner shall set forth a calculation of the Impact Fee Rebates received by Owner from the City with respect to Reimbursable Costs of the Wastewater Facilities through the date of the annual City Wastewater Facilities Budget. Subject to the terms and conditions of this Agreement, the District intends to issue Bonds within the Bond Limit Amount sufficient to fund that portion of the Reimbursable Costs of the Wastewater Facilities that benefit the Property to the extent such costs relate to District Improvements as defined by this Agreement.

Section 3.05. Limitation on Owner Reimbursement.

(a) The District and Owner agree that from and after the fifteenth (15th) anniversary of the date of the order or other action of the Board of Directors of the District levying its initial debt service ad valorem tax, the District will not issue any Bonds (provided that the District may issue refunding Bonds after such fifteen year period, subject to the terms and conditions of this Agreement), nor shall the District be obligated to reimburse Owner for any costs or expenses which were incurred by Owner after such fifteen (15) year period.

(b) The District and Owner agree that no Bonds, including refunding Bonds, shall be issued with the latest principal maturity date beyond fifty-five (55) years from the effective date of the Consent Ordinance.

(c) Any agreement of the District to reimburse Owner may only be for those costs and expenses which are eligible to be reimbursed to Owner by the District pursuant to the rules and regulations of the TCEQ or other applicable law.

Section 3.06. District Ad Valorem Taxes.

(a) The Parties to this Agreement recognize that the District, in order to pay the principal of and interest on its Bonds and establish and maintain the interest and sinking fund and reserve fund required by the District's orders or resolutions authorizing the issuance of its Bonds, it will be necessary for the District to levy an ad valorem tax for such purposes. The Parties further recognize that the District may levy a maintenance tax as authorized by the Water Code, as amended.

(b) As a further condition to the issuance of each series of Bonds, the District agrees that it must find and determine, based upon the written advice of its financial advisor, that the tax rate required to pay the principal of and interest on such proposed series of Bonds, based on certified estimated taxable property values of the District on the date of such determination and reasonably estimated future taxable property values, when added to its then current and estimated future maintenance tax rate, if any, and contract tax rate, if any, does not exceed the Benchmark Tax Rate after taking into consideration the availability of current and projected Tax Rebate Amounts (hereinafter defined).

(c) Neither the foregoing provisions of subparagraph (b) nor any other provision of this Agreement shall limit the District's authority and obligation to levy a continuing direct annual ad valorem tax rate for each year while all or a part of the Bonds are outstanding on all taxable property within the District in sufficient amount to pay the interest on the Bonds as it becomes due and to create a sinking fund for the payment of principal of the Bonds when due or the redemption price on any earlier redemption date and to pay the expenses of assessing and collecting District taxes.

(d) No provision of this Agreement shall be construed to limit the City's authority to levy ad valorem taxes in an amount sufficient within the City Council's discretion to provide for the maintenance and operation and debt service of the City. Nor is any term, provision or condition of this Agreement intended by the Parties to require or to limit the City Council to take any specific action that is within its legislative discretion.

Section 3.07. Limit of City's Liability. Unless the City abolishes the District and assumes the assets and liabilities of the District, the Bonds or any other obligations of the District shall never become an obligation of the City. The City's obligations under this Agreement shall not extend beyond its obligations to (a) make the periodic payments as provided in Section 5.02 below; (b) operate and maintain the District Improvements after conveyance to the City; and (c) use the District Improvements to serve the Property, and residents and customers within the District; provided that nothing herein shall prevent the City from using the District Improvements to serve customers outside of the District as reasonably required and not inconsistent with the Development Agreement provided that there is sufficient capacity to serve the residents and customers within the District.

ARTICLE IV
ACQUISITION, CONSTRUCTION, AND CONVEYANCE OF DISTRICT IMPROVEMENTS

Section 4.01. Assignment by Owner. Pursuant to the provisions of Section 12.08 of the Development Agreement, Owner hereby assigns all of its rights and obligations with respect to the design, construction, and conveyance of the District Improvements contained in Articles VI and VIII of the Development Agreement to District, and District hereby assumes and accepts such assignment in all respects and agrees to be bound by Articles VI, VII, and VIII of the Development Agreement with respect to the District Improvements. This Agreement evidences the City's consent to such assignment, and Owner's release from the obligations assigned hereby. The Owner shall remain obligated under the Development Agreement with respect to the funding, design, construction, and conveyance of all Subdivision Infrastructure, as such term is defined in the Development Agreement, except for the District Improvements. The Owner shall further remain obligated to fund, finance, and pay for, on behalf of the District, the design and construction of the District Improvements, which shall be constructed or caused to be constructed by the District pursuant to this Agreement and Articles VI, VII and VIII of the Development Agreement. The assignment by Owner, and the City's consent thereto as provided in this Section 4.01, shall not become effective until the District executes this Agreement.

Section 4.02. Recreational Facilities. The Parties acknowledge and agree that the Property will be developed in a manner to provide parkland, parks, landscaping, sidewalks, trails, recreational equipment and facilities, and associated street and security lighting as shown on the Parks Plan and Community Park Master Plan. The Parties agree to develop a mutually acceptable plan that will provide, to the maximum extent possible, for District financing of the development and maintenance of the Recreational Facilities within the Property described on Exhibit "C" hereto that constitute components of the Parks Plan and Community Park Master Plan.

Section 4.03. Phased Conveyances by District. The Parties acknowledge that the District Improvements will be acquired, constructed, and conveyed to the City in phases as discrete components thereof are completed.

ARTICLE V
PAYMENTS BY CITY

Section 5.01. Payment for District Improvements.

(a) The City has agreed and determined that development of the Property in accordance with the Agreement and the construction of a system of municipal-type infrastructure, including the District Improvements, to serve not only such development but other areas within the City, will promote orderly development and cost effective public infrastructure financing thereby protecting and promoting the public safety, health, welfare, comfort, and quality of life within the City. Therefore, the City has agreed the District will construct the District Improvements in consideration for periodic payments by the City as provided in this Article V.

(b) The City agrees (and Owner consents) that in lieu of paying Owner the Tax Rebate Amount contained in Section 10.07 of the Development Agreement, it shall pay directly to the District an amount equal to the Tax Rebate Amount as a reimbursement to the District for the District Improvements. This Article V shall amend and replace Section 10.07 of the Development Agreement in its entirety. The amendment of Section 10.07 of the Development Agreement as provided in this subparagraph (b) shall not become effective until the District executes this Agreement.

Section 5.02. Payment of Tax Rebate Amount.

(a) Subject to the terms, conditions, and limitations of this Article V, the District shall receive payments of the Tax Rebate Amount with respect to reimbursement of the Reimbursable Costs of the District Improvements. The rebate period for the Tax Rebate Amount (the "Tax Rebate Period") shall begin on January 1st of the year during which the District levies its initial debt service ad valorem tax ("Commencement Date"). As an additional requirement to commencement of the Tax Rebate Period, the District shall provide (a) notice of its intent to levy its initial debt service ad valorem tax; and (b) the same documents, updated as of June 1, as required in Section 3.04(b), no later than June 30th of the year in which the District levies its initial debt service ad valorem tax. The Tax Rebate Period ends on the earlier of: (i) December 31st twenty-five (25) years after the date of issuance of the last series of District Bonds (excluding refunding Bonds) as permitted pursuant to Section 3.05(a) hereof; or (ii) the date that the sum of the Tax Rebate Amount payments equals the Reimbursable Costs and the non-construction costs as shown on Exhibit "C" actually incurred with respect to the District Improvements. The District shall receive that portion of the total ad valorem tax collected by the City each year during the Tax Rebate Period on the Property produced by the levy of a rate equal to $0.2371 per $100 of assessed valuation ("Tax Rebate Amount"), subject to the following terms and conditions:

(i) Commencing on the Commencement Date, the City will maintain a separate escrow account (the "Tax Escrow Account"), and, during the Tax Rebate Period, deposit the Tax Rebate Amount for each tax year during the Tax Rebate Period, into the Tax Escrow Account. The Tax Escrow Account will be held by the City and the Tax Rebate Amount paid out to the District as provided in this Agreement.

(ii) Beginning the first June following the Commencement Date, portions of the Tax Rebate Amount on hand and available will be paid by the City to the District annually on or before June 30th of each year during the Tax Rebate Period. The City's obligations to make payments of the Tax Rebate Amount shall terminate upon the end of the Tax Rebate Period.

(iii) After issuance of the Bond Limit Amount, in the event that the annual debt service requirements of the outstanding Bonds of the District should decrease for three (3) consecutive years, thereafter the Tax Rebate Amount shall be reduced by an amount equal to the decrease in the District's annual debt service requirements. Each year during the Term hereof on June 1, the District will provide the City

with documentation as reasonably required by the City showing the debt service requirements of the outstanding bonds of the District.

(iv) Upon receipt, all portions of the Tax Rebate Amount shall be used to assist with funding or financing the Reimbursable Costs of District Improvements, including payment of principal of and interest on Bonds issued by the District for such purpose, as well as other non-construction costs as shown on Exhibit "C". However, with respect to the City Wastewater Facilities, it is the intent and agreement of the Parties that the Owner may be reimbursed by the District for only the Reimbursable Costs of the City Wastewater Facilities that have not been reimbursed to Owner by Impact Fee Rebates as of (i) the expiration of the impact fee rebate period established in Section 10.04 of the Development Agreement; or (ii) the installment of the Impact Fee Rebates that includes the Wastewater Impact Fee for the last lot, tract, parcel or building site within the Property, whichever is earliest to occur; or (iii) at an earlier date as otherwise may be approved by the City Manager. In no event will the Tax Rebate Amount be used in combination with Impact Fee Rebates to fund more than the Reimbursable Costs of the City Wastewater Facilities that serve the Property. It is further the intent and agreement of the Parties that the maximum Tax Rebate Amount paid by the City to the District shall not exceed the Reimbursable Costs and the non-construction costs as shown on Exhibit "C" actually incurred with respect to the District Improvements.

(b) No default under the Development Agreement with respect to the Property or this Agreement shall effect the termination or suspension of, or otherwise release the City from, the City's obligation to make the payments required by this Section 5.02 with respect to any outstanding Bonds of the District.

Section 5.03. Periodic Payments/Limited Obligations of City. The Parties acknowledge that the amounts to be paid with respect to the District Improvements will be in the form of periodic payments. The obligation of the City to make periodic payments pursuant to Section 5.02 (a) is a limited obligation payable solely out of Tax Rebate Amounts, if any, actually received by the City; and (b) arise, from time to time, only when and to the extent funds are actually available on hand in the Tax Escrow Account.

ARTICLE VI
ABOLITION OF DISTRICT

The City may abolish the District at anytime after the District has issued Bonds required for financing all Reimbursable Costs and all non-construction costs as shown on Exhibit "C" actually incurred with respect to the District Improvements in accordance with this Agreement. In such event, the City shall assume the indebtedness and legal obligations of the District to the extent required by law.

ARTICLE VII
TERM OF AGREEMENT

This Agreement shall be effective from the Effective Date and shall continue in effect for a term of fifty-five (55) years unless (a) the District is abolished by the City prior to the expiration of such term pursuant to Article VI hereof; or (b) the Agreement is terminated earlier pursuant to Section 2.01 hereof or by mutual agreement of the Parties.

ARTICLE VIII
BREACH, NOTICE AND REMEDIES

Section 8.01. Notification of Breach. If a Party commits a breach of this Agreement, the non-breaching Party shall give Notice to the breaching Party that describes the breach in reasonable detail.

Section 8.02. Cure of Breach. The breaching Party shall commence curing such breach within fourteen (14) days after the time the breaching Party receives such Notice and complete the cure within fourteen (14) calendar days from the date of commencement of the cure; however, if the breach is not reasonably susceptible to cure by the breaching Party within such 14-day period, the non-breaching Party shall not bring any action so long as the breaching Party has commenced to cure the default within such 14-day period and diligently completes the cure within a reasonable time without unreasonable cessation of the work. Breach of an obligation to pay money shall be considered susceptible to cure within any period required.

Section 8.03. Remedies for Breach. If the breaching Party does not cure such breach within the stated period of time, the non-breaching Party may, in its sole discretion, and without prejudice to any other right under this Agreement, law, or equity, seek an action under the Uniform Declaratory Judgment Act, specific performance, mandamus, injunctive relief, and other remedies described in this Agreement; provided, however, (a) the non-breaching Party shall not be entitled to terminate this Agreement, (b) each Party specifically waives any right such Party has or in the future may have to terminate this Agreement, and (c) it is understood and agreed that no Party will seek or recover actual, consequential or any other type of monetary damages or awards.

ARTICLE IX
ADDITIONAL PROVISIONS

Section 9.01. Notice. Any notices, certifications, approvals, or other communications (a "Notice") required to be given by one Party to another under this Agreement shall be given in writing addressed to the Party to be notified at the address set forth below and shall be deemed given: (a) when the Notice is delivered in person to the person to whose attention the Notice is addressed; (b) when received if the Notice is deposited in the United States Mail, certified or registered mail, return receipt requested, postage prepaid; (c) when the Notice is delivered by Federal Express, UPS, or another nationally recognized courier service with evidence of delivery signed by any person at the delivery address; or (d) five business days after the Notice is sent by FAX (with electronic confirmation by the sending FAX machine) with a confirming copy sent by United States Mail within 48 hours after the FAX is sent. If any date or period provided in this

Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the Notice shall be extended to the first business day following the Saturday, Sunday, or legal holiday. For the purpose of giving any Notice, the addresses of the Parties are set forth below. The Parties may change the information set forth below by sending Notice of such changes to the other Party as provided in this Section 9.01.

To Owner: The Lookout Group, Inc.
Attn: William R. Hinckley, President
2370 Rice Blvd., Suite 200
Houston, Texas 77005
Telephone: (713) 524-5263
Facsimile: (713) 524-2807

With copy to: William R. Hinckley, President
The Lookout Group, Inc.
1001 Crystal Falls Parkway
Leander, Texas 78641
Telephone: (512) 260-2066

To City: City of Leander
Attn: City Manager
200 West Willis Street
P.O. Box 319
Leander, Texas 78646-0319
Telephone: (512) 528-2700
Facsimile: (512) 259-1605

With copy to: McKamie Krueger, LLP
Attn: Paige H. Saenz
Executive Office Terrace
223 W. Anderson Lane, Suite A105
Austin, Texas 78752

To District: President
Board of Directors
Travis County Municipal Utility District No. 19
c/o Crawford & Jordan, LLP
19 Briar Hollow Lane, Suite 245
Houston, Texas 77027
Telephone: (713) 621-3707
Facsimile: (713) 621-3909

With copy to: Crawford & Jordan, LLP
Attn: Clay E. Crawford
3100 McKinnon, Suite 1100
Dallas, Texas 75201
Telephone: (214) 981-9090

Section 9.02. No Waiver. Any failure by a Party to insist upon strict performance by other Party of any provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party hereto of any term or condition of this Agreement shall be deemed or construed to be a waiver of any term or condition or subsequent waiver of the same term or condition.

Section 9.03. Governing Law and Venue. This Agreement must be construed and enforced in accordance with the laws of the State of Texas, as they apply to contracts performed within the State of Texas and without regard to any choice of law rules or principles to the contrary. The Parties acknowledge that this Agreement is performable in Travis County, Texas, and hereby submit to the jurisdiction of the courts of Travis County, Texas, and hereby agree that any such courts shall be a proper forum for the determination of any dispute arising hereunder.

Section 9.04. Authority to Execute. The City warrants that this Agreement has been approved by the City Council in accordance with all applicable public meeting and public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been authorized to do so. Owner warrants that the execution of this Agreement is duly authorized in conformity with the articles of incorporation, bylaws, partnership agreement, or other applicable organizational documents of Owner and that the individual executing this Agreement on behalf of Owner has been authorized to do so. The District warrants that this Agreement has been approved by the Board in accordance with all applicable public meeting and public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the Board of Directors has been authorized to do so.

Section 9.05. Severability. The provisions of this Agreement are severable and, in the event any word, phrase, clause, sentence, paragraph, section, or other provision of this Agreement, or the application thereof to any person or circumstance, shall ever be held or determined to be invalid, illegal, or unenforceable for any reason, and the extent of such invalidity or unenforceability does not cause substantial deviation from the underlying intent of the Parties as expressed in this Agreement, then such provision shall be deemed severed from this Agreement with respect to such person, entity or circumstance, without invalidating the remainder of this Agreement or the application of such provision to other persons, entities or circumstances except to the extent that the severed provision(s) is a dependent substantive term the removal of which affects the intent and effect of the remaining provisions. In the event of such a determination of invalidity or unenforceability, the Parties will attempt in good faith to

amend the Agreement in such a manner that is most consistent with the original intent of the Agreement as legally possible.

Section 9.06. Changes in State or Federal Laws. If any state or federal law changes so as to make it impossible for the Owner, the City or the District to perform its obligations under this Agreement, the Parties will attempt in good faith to amend the Agreement in such a manner that is most consistent with the original intent of the Agreement as legally possible.

Section 9.07. Additional Documents and Acts. The Parties agree that at any time after execution of this Agreement, they will, upon the request of any other Party, execute and/or exchange any other documents necessary to effectuate the terms of this Agreement and perform any further acts or things as the other Party may reasonably request to effectuate the terms of this Agreement.

Section 9.08. Captions. Captions and headings used in this Agreement are for reference purposes only and shall not be deemed a part of the Agreement.

Section 9.09. Assignment.

(a) Neither the District nor the City may assign this Agreement without written consent of the other and the Owner.

(b) Owner has the right, from time to time, to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of Owner under this Agreement in the same manner as provided in Section 12.08 of the Development Agreement. Upon the City granting written consent to an assignment of this Agreement in whole, the assignee shall become bound by all of the terms and provisions of this Agreement. Upon the City granting written consent to a partial assignment of this Agreement, the assignee shall become bound by all terms and provisions of this Agreement applicable to the obligation, right, title or interest assigned.

Section 9.10. Amendment. This Agreement may be amended only with the written consent of all Parties and with approval of the governing bodies of the City and the District.

Section 9.11. Interpretation. The Parties acknowledge that each Party and, if it so chooses, its counsel have reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto. As used in this Agreement, the term "including" means "including without limitation" and the term "days" means calendar days, not business days. Wherever required by the context, the singular shall include the plural, and the plural shall include the singular. Each defined term herein may be used in its singular or plural form whether or not so defined.

Section 9.12. No Third-Party Beneficiary. This Agreement is solely for the benefit of the Parties, and neither the City, the District nor Owner intends by any provision of this Agreement to create any rights in any third-party beneficiaries or to confer any benefit upon or

enforceable rights under this Agreement or otherwise upon anyone other than the City, the District and Owner.

Section 9.13. Incorporation of Exhibits by Reference. All exhibits attached to this Agreement are incorporated into this Agreement by reference for the purposes set forth herein, as follows:

Exhibit "A" Description of the Property
Exhibit "B" Consent Ordinance
Exhibit "C" Bond Limit Amount

Section 9.14. Counterpart Originals. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original.

THE CITY OF LEANDER, TEXAS

By: [signature]
Name: Christopher Fielder
Title: Mayor

Date: 7/20/12

ATTEST:

By: Debbie Haile
Name: Debbie Haile
Title: City Secretary

Date: 7/20/12

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 20th day of July, 2012, by Christopher Fielder, Mayor of the City of Leander, Texas, on behalf of said city.

Cindy Hignite
Notary Public, State of Texas
Printed Name: Cindy Hignite
My Commission Expires: 2-8-2015

CINDY HIGNITE
MY COMMISSION EXPIRES
February 8, 2015

LOOKOUT PARTNERS, L.P.
a Texas limited partnership,

By: Morningside Land & Cattle Company, LLC,
a Texas limited liability company,
its general partner

By: _____
Name: William R. Hinckley
Title: President

Date: 7-10-12

STATE OF TEXAS §
HARRIS §
COUNTY OF ~~TRAVIS~~ §

This instrument was acknowledged before me, on the 10th day of July, 2012, by William R. Hinckley President of Morningside Land & Cattle Company, LLC, a Texas limited liability company and general partner of Lookout Partners, L.P., a Texas limited partnership, on behalf of said limited partnership.

KELLI S. DABBS
MY COMMISSION EXPIRES
November 29, 2015

_____
Notary Public, State of Texas
Printed Name: Kelli S. Dabbs
My Commission Expires: 11-29-15

KEY-DEER PARTNERS, L.P.
a Texas limited partnership,

By: Morningside Land & Cattle Company, LLC,
a Texas limited liability company,
its general partner

By: _____
Name: William R. Hinckley
Title: President

Date: 7-10-12

STATE OF TEXAS §
HARRIS §
COUNTY OF ~~TRAVIS~~ §

This instrument was acknowledged before me, on the 10th day of July, 2012, by William R. Hinckley, President of Morningside Land & Cattle Company, LLC, a Texas limited liability company and general partner of Key-Deer Partners, L.P., a Texas limited partnership, on behalf of said limited partnership.

KELLI S. DABBS
MY COMMISSION EXPIRES
November 29, 2015

_____
Notary Public, State of Texas
Printed Name: Kelli S. Dabbs
My Commission Expires: 11-29-15

Pursuant to Article II hereof and following the District Creation Date, the District has executed the Agreement.

TRAVIS COUNTY MUNICIPAL UTILITY
DISTRICT NO. 19

By:_____
Name:_____
Title: President, Board of Directors

Date:_____

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me, on the ___ day of _____, 2012, by _____, President of the Board of Directors of the Travis County Municipal Utility District No. 19, on behalf of said entity.

_____
Notary Public, State of Texas
Printed Name:_____
My Commission Expires:_____

SEAL

ASSIGNMENT OF FACILITIES AGREEMENTS

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

This Assignment of Agreements (this "Assignment") is executed by **Lookout Partners, L.P.**, a Texas limited partnership, and **Key-Deer Holdings, L.P.**, a Texas limited partnership (collectively, "Assignors"), and **Taylor Morrison of Texas, Inc.** a Texas corporation ("Assignee"), to be effective as of the date below.

RECITALS:

A. Assignors and The City of Leander (the "City") have entered into that certain Facilities Agreement dated effective on or about July 20, 2012 for the acquisition, construction and financing of certain improvements for an approximately 624.20-acre tract in Travis County, Texas (as amended, the "MUD No. 19 Agreement").

B. Assignors and the City have entered into that certain Facilities Agreement dated effective on or about July 20, 2012 for the acquisition, construction and financing of certain improvements for an approximately 754.55-acre tract in Travis County, Texas (as amended, the "MUD No. 20 Agreement") .

C. Assignors and the City have entered into that certain Facilities Agreement dated effective on or about July 20, 2012 for the acquisition, construction and financing of certain improvements for an approximately 739.85-acre tract in Travis County, Texas (as amended, the "MUD No. 21 Agreement") .

D. Assignors desire to assign to Assignee, and Assignee desires to receive from Assignors, all of Assignors' rights and obligations under the MUD No.19 Agreement, MUD No. 20 Agreement, and MUD No. 21 Agreement (collectively, the "Facilities Agreements").

AGREEMENTS:

NOW, THEREFORE, for and in consideration of the premises and mutual covenants and agreements of the parties hereinafter set forth, together with other good and valuable consideration paid and delivered by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, Assignors and Assignee agree as set forth in this Assignment.

1. Assignment. Assignors have ASSIGNED, TRANSFERRED, CONVEYED AND DELIVERED, and by these presents do hereby ASSIGN, TRANSFER, CONVEY AND DELIVER, unto Assignee all of Assignors' rights under the Facilities Agreements.

2. Assumption. Assignee hereby accepts the assignment of all of Assignors' rights under the Facilities Agreements as provided for herein, and hereby covenants and agrees to

assume all duties and obligations to be performed and/or discharged by Assignors thereunder from and after the date of this Assignment.

3. Entire Agreement. This Assignment constitutes the entire agreement and understanding between the parties and supersedes all prior agreements and understandings, if any, concerning the subject matter hereof.

4. Binding Effect. All of the terms, provisions, covenants and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

EFFECTIVE as of Dec. 20, 2012.

ASSIGNORS:

LOOKOUT PARTNERS, L.P., a Texas limited partnership

By: **MORNINGSIDE LAND & CATTLE COMPANY, LLC**, a Texas limited liability company, its General Partner

By: _____
William R. Hinckley, Operating Manager

KEY-DEER HOLDINGS, L.P., a Texas limited partnership

By: **MORNINGSIDE LAND & CATTLE COMPANY, LLC**, a Texas limited liability company, its General Partner

By: _____
William R. Hinckley, Operating Manager

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 14th day of DECEMBER, 2012, by **WILLIAM R. HINCKLEY**, Operating Manager, **MORNINGSIDE LAND & CATTLE COMPANY, LLC**, a Texas limited liability company, as General Partner of **KEY-DEER HOLDINGS, L.P.**, a Texas limited partnership, on behalf of said limited liability company and said limited partnership.

BARBARA A. SMITH
Notary Public, State of Texas
My Commission Expires
December 19, 2012

Barbara A. Smith
NOTARY PUBLIC, State of Texas

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 14th day of DECEMBER, 2012, by **WILLIAM R. HINCKLEY**, President of **THE LOOKOUT GROUP, INC.**, a Texas corporation, as General Partner of **LOOKOUT DEVELOPMENT GROUP, L.P.**, a Texas limited partnership, on behalf of said corporation and said limited partnership.

Barbara A. Smith
NOTARY PUBLIC, State of Texas

BARBARA A. SMITH
Notary Public, State of Texas
My Commission Expires
December 19, 2012

ASSIGNEE:

TAYLOR MORRISON OF TEXAS, INC.,
a Texas corporation, its Manager

By: _____

Name: Timothy Towell

Title: ~~Manager~~ VP

By: _____

Name: B. MARK BERMAN

Title: VP

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 18th day of December, 2012, by Timothy Towell, Vice President of Taylor Morrison of Texas, Inc., a Texas corporation on behalf of said corporation.

POLLY J. HAGERTY
My Commission Expires
October 03, 2013

Polly J. Hagerty
NOTARY PUBLIC, State of Texas

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 18th day of December, 2012, by B. Mark Berman, Vice President of Taylor Morrison of Texas, Inc., a Texas corporation on behalf of said corporation.

POLLY J. HAGERTY
My Commission Expires
October 03, 2013

Polly J. Hagerty
NOTARY PUBLIC, State of Texas

ACKNOWLEDGED AND APPROVED:

The City Of Leander, Texas

By: _____

Name: Christopher Fielder

Title: MAYOR

THE STATE OF TEXAS §
§
COUNTY OF Travis §

This instrument was acknowledged before me on the 20th day of December, 2012, by Christopher Fielder, MAYOR of The City of Leander, Texas, on behalf of said city.

Debra Kay Haile
NOTARY PUBLIC, State of Texas

DEBRA KAY HAILE
MY COMMISSION EXPIRES
October 22, 2016

DEBRA KAY HAILE
MY COMMISSION EXPIRES
October 22, 2016

AGENDA ITEM # 17

Executive Summary

March 28, 2013

Agenda Subject: Accept Changes to City of Leander Personnel Policy Section 5.11 Changes to Injuries on the Job

Background: During the past year the City of Leander Personnel Policy has been reviewed and recommended changes are being prepared by Directors and Department Heads. This review leads to the recommendation we change the process in which compensate injuries that occur to employees as part of their job on the work site.

During discussion with City Council during a workshop in January the process for workers compensation was brought forward leading the personnel policy review committee to bring the recommendation forward at this time instead of when the all the recommendations have been completed.

The attached recommendation comes from looking at historical information provided by human resources identifying that the majority of all workers compensation claims are resolved within three weeks allowing the employee to return to normal duty, light duty, or be reassigned to other task returning the employee to the ability to have wage continuation. The change would provide for the city to continue the base pay for the employee during the first 30 days that an employee is unable to work because of a work related injury. The changes also clarify processes, procedures, and benefit accruals/usage during the workers compensation process. This policy does not eliminate or prevent the City Manager from making decision as needed in extreme or disastrous cases of employee long term injury or disability.

Origination: Bill Gardner, Fire Chief

Recommendation: Staff recommends the acceptance of this change.

Attachments: Policy

Prepared by: Bill Gardner, Fire Chief

RECOMMENDED POLICY CHANGE

Section 5.11.

Injury On the Job

Purpose

To provide medical treatment and income protection to employees injured while performing their job duties. This policy applies to all City employees.

Policy

An employee injured on the job is entitled to benefits provided under the Texas Worker's Compensation Act. These benefits include medical treatment, possibly temporary injury benefits from TML (Texas Municipal League Risk Pool) and paid leave (if available). The compensation is not guaranteed and will depend on nature of injury, length of time off work and availability of leave.

Procedure

When an employee is injured on the job, such injury shall be immediately reported to the employee's supervisor, who shall take the steps the supervisor feels necessary to secure proper first aid or other treatment.
If the injury is life threatening, call 911 immediately or take employee to the nearest hospital.

Medical facility: If the injury requires 1st aid or other type of treatment, the supervisor or lead may take the injured employee to the medical facility designated by the City or request emergency medical care to the injury location as needed. Refer to the emergency card provided to all leads, supervisors and department heads for location of facility.

The physician will address the injury in fashion with the injury protocol. They will perform non-DOT 10 panel drug screening and non-DOT alcohol breathalyzer test per protocol established by the City in section 4.14 of the City Personnel Policy.

The medical facility may provide the lead or supervisor the drug & alcohol results of the employee so eligibility of employee to return to work may be determined. Should an employee not clear either of the screenings, the supervisor will immediately contact the Department Head and HR. The employee may be placed on UNPAID administrative leave until further investigation has been completed. Refer to Article 14 of the Personnel Policy Manual.

Reports

1st Injury Report: The supervisor will prepare the TML's 1st injury report (DWC-1) to the best of their ability by the next business day or as soon as they have been notified of the injury. Then the injury report will be forwarded to HR for further processing.

Work Status Report The physician will prepare a DWC-73 (Work Status Report). This report will provide the extent of the injury, when the employee may return to work and lists the restrictions (if any). A copy will be provided to the employee and a faxed copy will be routed to HR.

Vehicle Collision Report If damage occurred to vehicles and or property, the supervisor will prepare this report and forwarded it to HR for further processing.

Return to Work

No Restrictions: If the injury only requires minimal 1st aid and the DWC-73 indicates the employee may return to work with no restrictions, the employee reports back to duty immediately or on next scheduled shift (if injury took place at the end of a shift).

With Restrictions-Modified Duty: If the work status report indicates restrictions, the employee will report back to work (if possible) and discuss with the department head if modified duty is available in the department or other city departments. The employee provides the department head the work status report.

Regardless if the department head can provide modified duty in the department or not, the department head will contact HR with the work related status. If the department cannot accommodate the modified duty, HR will collaborate with other departments to search for modified duty elsewhere. If an assignment is identified, the department head will explain the temporary work plan to the employee. The City's goal is to keep the employee at work while recovering. During the time the City is searching for any modified duty, the employee may elect the use of paid until an assignment has been identified.

When Modified Duty is Not an Option: 1) If the work status report indicates restrictions but no modified work assignment is available through throughout the City, or 2) the work status report indicates the employee is not capable of performing any work at this point of the injury; HR will review the work status report. Then HR will contact the injured employee to explain "Injury off work" protocols. Refer to this guideline in this section for further information.

Updates of Recovery Status

Employees are responsible for reporting their recovery timely to HR. The work status report should be reported immediately after each physician visit or treatment.

Once the employee is released back to full duty by the physician, a work status report must be given to HR and the employee is to report back to his regular duties immediately.

FML, Workers Comp and Injury Leave Timeframes

FMLA runs concurrently: If the worker's compensation injury meets FMLA leave guidelines (serious health condition and other eligibility guidelines), FMLA leave will begin on the 61st day of the injury and will run concurrently with the workers comp leave for 12 workweeks. Refer to Family and Medical Leave section 5/17. *The assumption is that the first 60 days the employee is adjusting to the injury and is obtaining all the facts about injury, diagnosis and treatment plan.*

Once an employee's FMLA is exhausted an additional unpaid injury leave maybe granted for an additional 60 consecutive calendar days. Leave for more than 60 consecutive calendar days constitutes an unusual hardship on the City and may result in termination of employment.

Employee not FMLA eligible: If the employee is not eligible for FMLA leave, the employee maybe granted "Unpaid Injury Leave" for up to 60 consecutive calendar days. Leave for more than 60 consecutive calendar days constitutes an unusual hardship on the City and may result in termination of employment.

- *Injury Leave:* The employee must submit an injury leave request to HR. The injury request must include a physician's certification stating the nature of the injury and, recovery timeframe. The department head, HR and the City Manager shall take into consideration factors such as 1) doctor's prognosis and when the employee may be able to return to work, 2) length of time it would take to replace the employee, 3) is there another open position for which is employee is qualified, 4) whether there is satisfactory evidence of employee's ability to return to work, in a limited capacity or regular duty, 5) whether employee has maintained the "off work protocols" and 6) will extension cause undue hardship for the department.

The decision on whether to approve the employee's request for unpaid injury leave is left to the sole discretion of the City Manager.

Accruals for Sick and Vacation while out with Job injury or illness

Sick Accrual	If employee has a more than one (1) hr sick leave banked, sick accruals will continue	If employee has one (1) one hour or less of sick leave banked, sick accruals will stop
Vacation Accrual	If employee has a more than one (1) hr vacation leave banked, vacation accruals will continue	If employee has one (1) one hour or less of vacation leave banked, vacation accruals will stop

Pay for Holiday, Floater, Sick, Vacation, Comp, Longevity, Modified Duty, TML

Holiday *(full time only)*	Regular FTE, Fire Admin, SRO, CID, Warrant Off, receive 8 hrs if in active paid status	Dispatch FTE receive 12 hrs if in active paid status + may take 2 hrs of vacation	Patrol Police & Fire receive 12 hrs if in active paid status. Fire receive on 9/11 (Patriot Day)
Floater *(full time only)*	Regular FTE, Fire Admin, SRO, CID, Warrant Off, receive 8 hrs if in active paid status	Dispatch FTE receive 12 hrs if in active paid status + may take 2 hrs of vacation	Patrol Police & Fire receive 12 hrs if in active paid status
Sick *(full time only)*	Days 1-30 City pays 30% of pay	Days 31-60 employee may elect to use sick leave	Day 61+ FMLA starts, employee may elect to use sick leave
Vacation *(full time only)*	Days 1-30 City pays 30% of pay	Days 31-60 employee may elect to use vacation leave	Day 61+ FMLA starts, employee may elect to use vacation leave
Longevity *(full time only)*	Paid if employee has been employed 1 full year and in an active paid status (*) as of November 1st. *Ex: if employee has 8 yrs of service, is in an "inactive status",on leave as of 11/1, h/she will not receive the longevity pay* for that year.		
Modified Duty *(full time only)*	Employee entitled to same rate of pay + all benefits/perks received before the injury and regardless if he/she assigned to a different position during the recovery period		
TML's TIB (Temporary Income Benefit) when no modified duty	TIB begins on the 8th day and is 70% of gross weekly income		
	If employee is out 14 calendar days, the TIB is retroactive back to day 1 of injury @ 70% of gross weekly income		

(*) Definition of "active paid status": is when an employee has more than one (1) hour of sick or vacation leave banked.

Workers Compensation off work protocols

Weekly HR Status Updates: Once a determination has been made that the employee is unable to work as a result of the injury, HR will contact the injured employee to discuss the situation. While the employee is off work, and when physically able to do so, the employee shall report to HR weekly. HR will work with the employee for visit timing. The employee is responsible for getting to and from any follow-up doctor visits until a release from their physician is granted.
Should the employee's injury prevent him/her from the weekly HR visits, then the employee is expected to contact HR by phone for a weekly update.
Alliance Network of Doctors: Once a DWC-1 injury report has been filed with TML, the employee is responsible for being treated with only doctors in the Alliance Network. Various risk management groups entered into an inter-local agreement to create the Political Subdivision Workers' Compensation Alliance. The goal of the Alliance is to provide quality medical treatment to participating members' injured workers and return injured workers back to work.

Alliance Benefits

Alliance Physician Network	A provider Directory of Doctors can be found on pswca.org or you may contact your TML adjustor. With an Alliance Network provider, you incur no out-of-pocket expenses and all treatment including pharmacy benefits are covered at 100%.
The City's Medical Insurance	While you are injured, DO NOT USE your normal City medical card because you may be at risk of not receiving reimbursement from TML.
Pharmacy Benefits through Progressive Medical Client Services	If you need a prescription filled as a result of your injury, you should contact HR for your First Fill Card. DO NOT USE YOUR CITY MEDICAL CARE. The TML prescription card allows you to fill the prescription at no cost to you. A few of the nearby pharmacies that take the card are HEB, Walgreens, Randall's, Sam's, Medicine Shoppe, Costco, Wal-Mart, CVS and Target. For additional information, you may contact Progressive Medical's Client Services @ 866 939-6014.

Pay During Off Work Status:
Days 1-7: As stated in the above pay chart, during your first 7 days, the City will pay 100% of your salary minus TMRS, voluntary paid benefits, FICA, Medicare and Federal.
Days 8-30: If you are out longer than 7 days, on the 8th day, TML will pay 70% of your weekly salary and the City will pay 30% of your weekly salary minus TMRS, voluntary paid benefits, FICA, Medicare and Federal.
Days 31-ongoing: If you are out longer than 30 days, TML will continue to pay 70% of your weekly salary and the employee may choose to use their accrued sick and vacation to make up the 30% difference. The City will deduct from the employee's 30%

the TMRS, voluntary paid benefits, FICA, Medicare and Federal.
If the employee does not elect to use their paid leave or does not have paid leave available, only TMRS, and voluntary paid benefits will be deducted from the 70%.
W2 information: The 70% from TML plus the 30% paid from the City will be added to the employee's gross income. Since Workers Compensation is tax free, the employee should keep copies of the TML check stubs for IRS purposes.
Sign over TML checks: When employee signs in weekly, the TML check must be endorsed by the employee and given to HR. Payroll will only pay employee if the TML check has been endorsed and turned into HR. Then payroll will process the employee's payroll check as part of the normal payroll period and will be automatically deposited.

Forfeiting Injury Leave Rights

An employee shall forfeit all rights to injury leave, as distinguished from the employee's rights under the Worker's Compensation Act, if the employee:

A. is found to be working on a self employed basis or for any other employer during such period of leave, either part-time or full-time, for financial gain,
B. resigns from City employment,
C. is discharged, retires or dies,
D. fails or refuses to comply with or follow, or disregards or violates the treating physician's instructions regarding treatment and/or rehabilitation of the injury,
E. refuses to perform light, partial or part-time duty when offered by the department head and which does not require the employee to perform activities which are restricted by the treating physician,
F. falsifies or misrepresents his/her physical condition or capacity,
G. refuses to return to duty on the working day the employee has been released to duty by the treating physician,
H. fails to submit an acceptable physician's statement when requested by the employee's supervisor. A written release from the treating physician shall be required before the injured employee shall be allowed to return to work for either light duty or regular duties.