



LEANDER TAX INCREMENT REINVESTMENT ZONE NO. 1

CITY OF LEANDER - 200 WEST WILLIS STREET - LEANDER - TEXAS - 78646

AGENDA

LEANDER TIRZ No. 1

APRIL 4, 2016 – 2:00 pm

Leander Coffee and Gelato
106 West Willis Street
Leander, Texas 78641

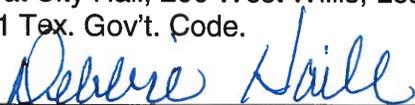
NOTICE IS HEREBY GIVEN of the Meeting of the Board of Directors of the Leander TIRZ No. 1 on the 4th day of April, 2016 at 2:00 p.m. At the meeting the Board of Directors will consider and act upon the following agenda items:

1. Open meeting and roll call
2. Approval of the minutes: July 28, 2015
3. Consider the second addendum to the Village at Leander Station TIRZ development and reimbursement agreement.
4. Consider the second amendment to the Oak Creek TIRZ Development and Reimbursement Agreement
5. An ordinance of the City of Leander, Texas amending the project and financing plan for the Reinvestment Zone Number One to allocate the estimated project costs for the Village at Leander Station project among project categories; providing the estimated time when project costs will be incurred for the Village at Leander Station projects; establishing the Village at Leander Station subaccount in the Tax Increment Fund; and providing for related matters.

EXECUTIVE SESSION:

6. Convene into executive session pursuant to Section 551.087, Texas Government Code to discuss and deliberate economic development incentives for a business prospect the Board seeks to have locate within the City
7. Reconvene into open session to take action as deemed appropriate in the Board's discretion regarding economic development incentives for a business prospect the Board seeks to have locate within the City
8. Adjourn

I hereby certify that the above notice of the Organizational Meeting of the Board of Directors of the LEANDER TIRZ. No. 1 was posted on the bulletin board at City Hall, 200 West Willis, Leander, Texas on the 31st day of March, 2016 by 5:00 p.m. pursuant to Ch. 551 Tex. Gov't. Code.



Debbie Haile, TRMC - City Secretary
City of Leander, Texas



LEANDER TAX INCREMENT REINVESTMENT ZONE NO. 1
CITY OF LEANDER - 200 WEST WILLIS STREET - LEANDER - TEXAS - 78646

MINUTES
FOR THE July 28, 2015 MEETING
OF THE LEANDER TIRZ No. 1

NOTICE IS HEREBY GIVEN of the Meeting of the Board of Directors of the Leander TIRZ No. 1 to be held at **Pat Bryson Municipal Hall, , 201 N. Brushy Street, Leander, Texas** on the 28th day of July, 2015 at 2:00 p.m.. At the meeting the Board of Directors will consider and act upon the following agenda items:

1. Open meeting and roll call
Kent Cagle opened the meeting at 2:00 pm. In attendance were Kent Cagle, Cynthia Long, Virginia Naumann, and Shanan Shepherd. Dale Vannoy was absent. Also in attendance were Tom Yantis, Mark Willis, Robert Powers, and Debbie Haile.
2. Approval of the minutes: May 11, 2015
Motion made by Virginia Naumann to approve. Second by Cynthia Long. Motion passes, all voting "aye".
3. Consider recommendation to the City of Leander City Council for the Leander Tax Reinvestment Zone #1 FY 2015-16 Annual Budget
Robert Powers, Finance Director, explained the recommendation.
Motion made by Cynthia Long to recommend. Second by Virginia Naumann. Motion passes, all voting "aye"
4. Adjourn
With there being no further business, the meeting adjourned at 2:20 pm.

Attest:

Kent Cagle, President

Debbie Haile, TRMC - City Secretary
City of Leander, Texas



Executive Summary

April 4, 2016

Agenda Subject: Consider the second addendum to the Village at Leander Station TIRZ development and reimbursement agreement.

Background:

On October 6, 2011 the TIRZ Board and the Development Authority Board approved the Village at Leander Station TIRZ development and reimbursement agreement. On March 15, 2012 the TIRZ Board and the Development Authority Board approved the First Addendum to the Village at Leander Station TIRZ development and reimbursement agreement. On January 23, 2014 the TIRZ Board and the Development Authority Board approved and amendment to the First Addendum. This second addendum authorizes additional reimbursements related to the construction of a multi-family project at the northeast corner of Hero Way and Mel Mathis.

The request includes reimbursements of \$372,131 of eligible TIRZ projects.

Origination: Applicant: Transit Village Investments, Ltd.

Recommendation: Staff recommends approval.

Attachments:

1. Addendum # 2 to the TIRZ Development and Reimbursement Agreement for the Village at Leander Station

Prepared by: Tom Yantis, AICP
Assistant City Manager

TRANSIT VILLAGE INVESTMENTS LTD.
1301 Capital of Texas Highway, Suite A-300
Austin, Texas 78746

February 18, 2016

Mr. Tom Yantis
Assistant City Manager
City of Leander
104 N. Brushy Street
Leander, TX
RE: Village at Leander Station – Development and Reimbursement Agreement – 3rd Addendum

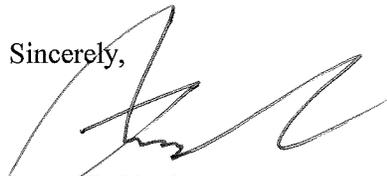
Dear Mr. Tom Yantis,

Thank you for taking time to meet with us regarding the Village at Leander Station project. As discussed, we would like to submit a request for \$372,131 of additional TIF reimbursements related to costs of enhanced improvements within TIRZ #1 of the Leander Transit Oriented Development District (“TODD”). The enhanced improvements for this request include the following:

1. Upgraded Street Lighting on Mel Mathis and Hero Way
2. Bollard Lighting and Tree lights on Mel Mathis and Hero Way
3. Street trees planting and irrigation along Hero Way and Mel Mathis including any within the public Right-of-Way
4. Enhanced Plaza areas on Mel Mathis and Hero Way
5. Upgraded Sidewalks along Mel Mathis and Hero way
6. Additional Water Line Extension along Mel Mathis
7. Enhanced Street Screening of Covered Parking Visible from the intersection of Mel Mathis and Hero Way

Exhibit A attached herein provides additional cost detail for these items. Should you need additional information or would like to discuss further, please do not hesitate to contact me at (512) 328-8211.

Sincerely,



Lance R. Hughes
Manager
Transit Village Investments, Ltd

EXHIBIT A

**Village at Leander Station
Cost breakout for TIF application**

#	Item	Item	Amount	Total
1	Street lighting on Mel Mathis and Hero Way.	Concrete footing	\$5,500	\$55,008
		Underground conduits and installation	\$24,000	
		Supply the poles and shipping.	\$25,508	
2	Bollard lighting and tree lights on Mel Mathis and Hero Way.	Supply fixture and shipping.	\$8,144	\$28,144
		Underground conduits and installation	\$20,000	
3	Street trees planting along Hero Way and Mel Mathis including any associated irrigation in the public ROW	Temporary Irrigation	\$3,165	\$71,737
		Sod	\$12,270	
		Planting	\$41,011	
		Irrigation	\$15,291	
4	Plaza areas on both Mel Mathis and Hero Way – shown on sheets L1.03 and L1.04.	Colored seat walls and slabs.	\$29,258	\$70,693
		Pavers and sand	\$34,435	
		Corten decorative screen panels	\$7,000	
5	Sidewalks along Mel Mathis and Hero	prep, sand, rebar and concrete.	\$42,908	\$42,908
6	Water line on Mel Mathis from Sta 3+60 to 6+29 – 268 L.F. 8"	Digging, supply and install the pipes, bedding, backfilling, compaction, testing	\$63,500	\$63,500
7	Street screen fence shown on 49 of 49 – W100 – Screen fence shown in plan on L1.04 along the back of covered parking.	Concrete Footing	\$9,583	\$40,142
		CMU block	\$8,298	
		Stone veneer	\$11,727	
		Galvanized panels	\$10,533	
	Total			\$372,131

**SECOND ADDENDUM TO THE DEVELOPMENT AND REIMBURSEMENT
AGREEMENT FOR THE VILLAGE AT LEANDER STATION**

This Second Addendum to the Development and Reimbursement Agreement for the Village at Leander Station (the “**Addendum**”) is made, entered into and effective as of _____ (the “**Effective Date**”) by the **Leander Development Authority**, a non-profit corporation formed pursuant to Subchapter D, Chapter 431, Texas Transportation Code and the City Charter of the City of Leander (the “**Authority**”) and **Transit Village Investments, Ltd.**, a Texas limited partnership (the “**Developer**”). The Authority and the Developer are herein referred to together as the “**Parties**”.

The City of Leander (the “**City**”), a Texas home-rule municipal corporation executes this Addendum for the limited purpose of: (1) approving this Addendum as a contractual obligation of the Authority; (2) overseeing the design, construction, and installation and City acceptance of the Village at Leander Station Projects; and (3) approving the rights and obligations expressly set forth herein as rights and obligations of the City. The Board of the Reinvestment Zone Number One, City of Leander, Texas, a legal entity created by the City pursuant to Chapter 311, Texas Tax Code, (“**TIRZ #1**”) executes this Addendum for limited purposes which are: (1) approving this Addendum as a contractual obligation of the Authority; and (2) to hold the rights and obligations expressly set forth herein as rights and obligations of the TIRZ #1.

Recitals:

WHEREAS, the Parties entered that certain Development and Reimbursement Agreement for the Village at Leander Station dated October 6, 2011 (the “**Original Agreement**”), which was amended by the Addendum to the Development and Reimbursement Agreement for the Village at Leander Station by and among the Parties dated March 15, 2012 (the “**First Addendum**”), which First Addendum was amended by the Amended Addendum to Development and Reimbursement Agreement for the Village at Leander Station dated January 23, 2014 (the “**Amended Addendum**”);

WHEREAS, the Original Agreement, the First Addendum, and the Amended Addendum shall be collectively referred to as the Agreement; and

WHEREAS, the Developer has requested the Authority reimburse the Developer for costs associated with the design, construction, and installation of those certain public improvements described in **Exhibit A**, attached hereto and incorporated herein for all purposes;

WHEREAS, the Development and Reimbursement Agreement provides for the Property and the Project to be developed pursuant to and in compliance with the Applicable Regulations;

WHEREAS, the Applicable Regulations include any modifications to the rules listed in the definition of Applicable Regulations by the Agreement; and

WHEREAS, the Parties wish to amend certain City ordinances and regulations as set forth in this Agreement to provide for a fee in lieu of making certain boundary street improvements to

East Street related to development of those certain 8.94 and 12.86 acre tracts, more or less, located in Williamson County, Texas, being more particularly described in **Exhibit B** attached hereto and incorporated herein for all purposes (the “Tracts”);

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the parties hereto agree as follows:

ARTICLE I. RECITALS; DEFINITIONS; BENEFITS

1.1 Recitals. The foregoing recitals are incorporated herein and made a part of this Addendum for all purposes.

1.2 Benefits. The Developer will benefit from being reimbursed certain costs and by virtue of the improved feasibility for the current development of the Property, the financial benefit of the reimbursements, the City services that will be made available to the Property, and the predictability regarding the City's regulations applicable to development. The Authority, the Zone, and the City will benefit from the construction of the VALS Projects, the enhancement of land values in properties that will be served by the VALS Projects, and resulting tax revenues that the City and the County will realize.

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

ARTICLE II. ADDITIONAL REIMBURSEMENTS

2.1 Project Plan. The Authority and the TIRZ #1 finds that the VALS Projects described in this Article II, are authorized by the Act, are consistent with and included in the Project Plan, and are appropriate for reimbursement pursuant to this Agreement.

2.2 VALS Projects. The “**VALS Projects**” for which the Developer will be eligible for reimbursement, subject to the terms and conditions of the Agreement and this Addendum are the public improvements described **Exhibit A**.

2.3 Reimbursable Amounts. Subject to the terms, limitations, and provisions of the Agreement and this Addendum, and the Developer's full and timely performance of, and compliance with, each of the requirements set forth in the Agreement and this Addendum, the Authority shall reimburse the Developer for the actual, documented costs and expenses paid or incurred by the Developer to design, construct, and install the VALS Projects, up to a maximum of the total for each of the VALS Projects set forth in the column entitled “Total” in **Exhibit A** (the “**VALS Project Costs**”). If the total actual costs to design, construct, and install the VALS Projects exceeds the VALS Project Cost for any of the categories of the VALS Projects, the excess is not reimbursable without the consent of the City, the Board, and the Zone. The VALS Project Costs shall be included in the definition of Reimbursable Amount. The Developer shall be paid the Reimbursable Amount, as that amount modified by this Addendum to include the

VALS Project Costs, in accordance with Article IV of the Agreement.

2.4. Easement and Restrictive Covenant Agreement. With respect to the street screen fence identified as Item 7 in **Exhibit A**, the Developer will grant the City an easement in a form acceptable to the City granting the City the right of access to and use of such improvement. The Developer shall further enter into a restrictive covenant agreement with the City in a form substantially similar to that set forth in **Exhibit C**. The easement and restrictive covenant agreement required in this Section shall be granted to the City prior to or at the time the final plat for the phase in which the street screen fence is located is submitted to the City, and will be a condition of final plat approval.

ARTICLE III.

3.1 Roadway Adequacy Fee.

- (a) Section 10.03.003(c), of the City's Code of Ordinances (the "Code") requires the Developer to make right-of-way dedications and improvements for streets located adjacent to the Tracts (the "Boundary Street Improvements"). In lieu of performing the Boundary Street Improvements for East Street, the Developer may elect to pay (and the City shall accept) a fee in lieu of performing the Boundary Street Improvements in the amount of \$500.00 per dwelling unit for dwelling units within the Village at Leander Station Subdivision (the "Roadway Adequacy Fee") to satisfy the Developer's obligation to make Boundary Street Improvements to East Street due to development of the Tracts as required by Section 10.03.003(c) of the Code.
- (b) The number of dwelling units used to calculate the Roadway Adequacy Fee shall be based upon the number of dwelling units shown in the final plat or plats for the Tracts accepted by City staff as administratively complete.
- (c) The Roadway Adequacy Fee (or applicable portion thereof) shall be paid at the time that the Developer submits a final plat application for the Tracts (or applicable Tracts) to the City. It shall be a condition of approval of a final plat for the Tracts that the Roadway Adequacy Fee has been paid.
- (d) The following conditions must be met in order for the City to accept the Roadway Adequacy Fee in satisfaction of the Boundary Street Improvements: (1) the final plat for the applicable Tracts must be administratively complete and compliant with applicable City ordinances, subject to approved variances; and (2) the applicable Tracts must be in compliance with all applicable City ordinances, subject to approved variances. The Roadway Adequacy Fee does not satisfy the Developer's obligations, which may be required by any applicable local, state, or federal regulations, related to street or right-of-way improvements or dedications other than the Boundary Street Improvements for East Street.

3.2 No Reimbursement for Roadway Adequacy Fee. The Developer may not receive Authority Revenue to pay for the Roadway Adequacy Fee.

ARTICLE IV. GENERAL PROVISIONS

4.1 Definitions. Words and phrases used in this Addendum shall, if defined in the Development and Reimbursement Agreement and not specifically modified by this Second Addendum, shall have the definition and meaning as provided in this Second Addendum; provided that the definition of Applicable Regulations shall include the modifications to the City's regulations set forth in this Second Addendum.

4.2 Professional Fees. Developer shall pay to and reimburse the City monthly for the reasonable costs and expenses incurred by the City for legal and any other necessary third party professional services and related costs and expenses incurred by the City in negotiating, preparing, interpreting, applying, carrying out, and administering this Agreement. This Section does not apply to costs and expenses incurred related to an action to enforce rights under this Agreement pursued in court.

4.3 Entire Agreement. This Addendum, together with the Agreement, set forth the entire understanding of the parties and supersedes all prior agreements and understandings, whether written or oral, with respect to the subject matter hereof.

4.4 Binding Effect. The terms and provisions hereof shall be binding upon the Developer and its successors and assigns.

4.5 Effect of Addendum. The Parties agree that, except as modified hereby, the Agreement remains valid, binding, and in full force and effect. If there is any conflict or inconsistency between this Addendum and the Agreement, this Addendum will control and modify the Agreement.

4.6 Counterparts. This Amendment may be executed in any number of counterparts, including, without limitation, facsimile counterparts, with the same effect as if the parties had signed the same document, and all counterparts will constitute one and the same agreement.

Executed as of ___ day of ___, 2016 and Effective upon execution by all Parties.

Leander Development Authority

By: _____
Name: _____
Title: _____

Reinvestment Zone Number One, City of Leander

By: _____
Name: _____
Title: _____

City of Leander, Texas

Christopher Fielder, Mayor

Attest:

City Secretary

Transit Village Investments, Ltd., a Texas limited partnership

By: _____
Name: _____
Title: _____

Exhibit "A"
VALS Project Costs

**EXHIBIT “B”
The Tracts**

2. The terms and provisions hereof shall be deemed to be restrictive covenants encumbering and running with the Property and shall be binding upon the Owner and its successors and assigns.

3. (a) The City and its legal representatives and assigns shall have the right to enforce this Agreement and the covenants, restrictions, and conditions herein by a proceeding at law or in equity. The remedies available to the City under this Agreement are in addition to any other remedies that may be available to the City under its ordinances or state law. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

(b) In the event that the Owner or any subsequent owner shall violate, or indicate that such Owner or any subsequent owner intends to violate, any of the terms and provisions set forth in this Agreement, in addition to any other remedies available at law or in equity, the City shall have the right, but shall not be obligated, to sue such Owner or any subsequent owner, as applicable (the obligations of Owner or any subsequent owner under this Agreement being several, not joint) for and obtain a prohibitive or mandatory injunction or any other equitable remedy to prevent the breach of, or to enforce the observance of, the terms of this Agreement. The foregoing remedies shall be cumulative with, in addition to, and non-exclusive of one another, and the exercise of any one remedy shall not bar the exercise of any other remedy. In the event of any legal action commenced by the City to enforce the obligations of Owner or any subsequent owner hereunder, the City shall be entitled to recover its reasonable attorney's fees and costs from such Owner or any subsequent owner, as applicable.

4. Any notice, communication or disbursement required to be given or made hereunder shall be in writing and shall be given or made by facsimile, hand delivery, overnight courier, or by United States mail, certified or registered mail, return receipt requested, postage prepaid, at the address set forth below or at such other address as may be specified in writing by any Party hereto to the other parties hereto. Each notice which shall be mailed or delivered in the manner described above shall be deemed sufficiently given, served, sent and received for all purpose at such time as it is received by the addressee (with return receipt, the delivery receipt or the affidavit of messenger being deemed conclusive evidence of such receipt) at the following addresses.

If to City: City of Leander
 PO Box 319
 200 W Willis St
 Leander, Texas 78641
 Attn: City Manager
 Facsimile: 512.259.1605

With a copy to: Knight and Partners
 Attn: Paige Saenz, City Attorney
 223 W. Anderson, Suite A-105

Austin, Texas 78752
Facsimile: 512.323.5773

If to Owner: Transit Village Investments, Ltd.
Attn:

Facsimile:

With a copy to:

5. This Agreement and the rights and obligations of the Parties hereunder shall be governed by, and construed in accordance with the laws of the State of Texas (without giving effect to the principles thereof relating to conflicts of law).

6. At any time, and from time to time (but not more often than once every calendar quarter), within thirty (30) days after notice or request by an Owner, the City shall execute and deliver to such requesting Owner a statement certifying: (a) that this Agreement is unmodified and is in full force and effect (or if there have been modifications, certifying that this Agreement is in full force and effect as modified in the manner specified in such statement); (b) that there exists no default under this Agreement except as otherwise specified in such statement; and (c) to such other matters relating to this Agreement as may reasonably be requested by the requesting Owner.

IN TESTIMONY WHEREOF, the parties hereto have executed this AGREEMENT in Williamson County, Texas as of this ____ day of _____, 2016.

CITY OF LEANDER, TEXAS

Attest:

Christopher Fielder, Mayor

Debbie Haile, City Secretary

OWNER:

TRANSIT VILLAGE INVESTMENTS, LTD.,
a Texas limited partnership

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the ___ day of _____, 2016, by Christopher Fielder, Mayor, City of Leander.

NOTARY PUBLIC IN AND FOR THE STATE
OF TEXAS

PRINT OR TYPE NAME

MY COMMISSION EXPIRES: _____

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

 This instrument was acknowledged before me on the ___ day of _____, 2016, by
_____, _____ of _____, Owner of
the Property described herein.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

PRINT OR TYPE NAME

MY COMMISSION EXPIRES: _____

EXHIBIT “A”
Metes and Bounds Description of the Property

EXHIBIT A

**Village at Leander Station
Cost breakout for TIF application**

#	Item	Item	Amount	Total
1	Street lighting on Mel Mathis and Hero Way.	Concrete footing	\$5,500	\$55,008
		Underground conduits and installation	\$24,000	
		Supply the poles and shipping.	\$25,508	
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		Sod	\$12,270	
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4	Plaza areas on both Mel Mathis and Hero Way – shown on sheets L1.03 and L1.04.	Colored seat walls and slabs.	\$29,258	\$70,693
		Pavers and sand	\$34,435	
		Corten decorative screen panels	\$7,000	
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7	Street screen fence shown on 49 of 49 – W100 – Screen fence shown in plan on L1.04 along the back of covered parking.	Concrete Footing	\$9,583	\$40,142
		CMU block	\$8,298	
		Stone veneer	\$11,727	
		Galvanized panels	\$10,533	
	Total			\$372,131

DESCRIPTION

FOR AN 8.94 ACRE TRACT OF LAND SITUATED IN THE TALBOT CHAMBERS SURVEY, ABSTRACT NO. 125, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF A CALLED 94.24 ACRE TRACT AS DESCRIBED IN THAT DEED TO TRANSIT VILLAGE INVESTMENTS, LTD., AND RECORDED IN DOCUMENT NO. 2006112794 OF THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY, SAID 8.94 ACRE TRACT IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½” iron rod with “Baker-Aicklen” cap found on the south line of said 94.24 acre tract, same being on the north line of a called 12.13 acre tract as described in a deed to Sawtooth Enterprises, LTD. and recorded in Document No. 2005032537 of the Official Public Records of said County, same being on the east right-of-way line of Mel Mathis Avenue (80 foot right-of-way width) as described in a deed to The City of Leander, Texas and recorded in Document No. 2011038293 of the Official Public Records of said County, for the most westerly southwest corner and **POINT OF BEGINNING** hereof;

THENCE with the east right-of-way line of said Mel Mathis Avenue, through the interior of said 94.24 acre tract, the following three (3) courses and distances:

- 1) **N 21° 11' 26" W** for a distance of **348.81 feet** to a ½” iron rod with “Baker-Aicklen” cap found for a point of curvature hereof,
- 2) with the arc of a curve to the **right**, having a radius of **999.00 feet**, an arc length of **138.18 feet**, a central angle of **007°55'29"**, and a chord which bears, **N 17°13'41" W** for a distance of **138.07 feet** to a ½” iron rod with “Baker-Aicklen” cap found for a point of tangency hereof, and
- 3) **N 13° 15' 56" W** for a distance of **71.39 feet** to a calculated point in the center of the South Fork of Brushy Creek, for the northwest corner hereof, from which a ½” iron rod with “Baker-Aicklen” cap found for a point of curvature on the east right-of-way line of said Mel Mathis Avenue bears, **N 13° 15' 56" W** a distance of 202.84 feet;

THENCE continuing through the interior of said 94.24 acre tract, with the approximate center of said the South Fork of Brushy Creek, the following forty-five (45) courses and distances

- 1) **S 67° 39' 08" E** for a distance of **10.95 feet**, for an angle point hereof,
- 2) **S 63° 55' 15" E** for a distance of **19.04 feet**, for an angle point hereof,
- 3) **S 73° 11' 36" E** for a distance of **27.81 feet**, for an angle point hereof,
- 4) **S 73° 24' 48" E** for a distance of **26.91 feet**, for an angle point hereof,

- 5) S 66° 38' 49" E for a distance of **28.99 feet**, for an angle point hereof,
- 6) S 58° 31' 01" E for a distance of **28.82 feet**, for an angle point hereof,
- 7) S 57° 24' 03" E for a distance of **19.73 feet**, for an angle point hereof,
- 8) S 52° 13' 35" E for a distance of **16.37 feet**, for an angle point hereof,
- 9) S 39° 34' 30" E for a distance of **22.89 feet**, for an angle point hereof,
- 10) S 49° 11' 59" E for a distance of **16.62 feet**, for an angle point hereof,
- 11) S 71° 50' 29" E for a distance of **20.01 feet**, for an angle point hereof,
- 12) S 83° 44' 59" E for a distance of **24.64 feet**, for an angle point hereof,
- 13) N 88° 12' 29" E for a distance of **24.52 feet**, for an angle point hereof,
- 14) N 77° 35' 57" E for a distance of **27.91 feet**, for an angle point hereof,
- 15) N 73° 32' 51" E for a distance of **21.22 feet**, for an angle point hereof,
- 16) N 81° 55' 24" E for a distance of **19.11 feet**, for an angle point hereof,
- 17) N 79° 39' 46" E for a distance of **9.80 feet**, for an angle point hereof,
- 18) N 80° 52' 54" E for a distance of **11.81 feet**, for an angle point hereof,
- 19) N 45° 31' 09" E for a distance of **13.20 feet**, for an angle point hereof,
- 20) N 37° 58' 26" E for a distance of **21.53 feet**, for an angle point hereof,
- 21) N 42° 53' 23" E for a distance of **29.80 feet**, for an angle point hereof,
- 22) N 42° 50' 21" E for a distance of **31.23 feet**, for an angle point hereof,
- 23) N 52° 12' 31" E for a distance of **25.34 feet**, for an angle point hereof,
- 24) N 76° 12' 23" E for a distance of **18.75 feet**, for an angle point hereof,
- 25) N 85° 10' 28" E for a distance of **28.77 feet**, for an angle point hereof,
- 26) N 89° 45' 57" E for a distance of **35.09 feet**, for an angle point hereof,
- 27) N 77° 19' 32" E for a distance of **24.64 feet**, for an angle point hereof,

- 28) N 62° 00' 46" E for a distance of **23.20 feet**, for an angle point hereof,
- 29) N 41° 18' 08" E for a distance of **33.80 feet**, for an angle point hereof,
- 30) N 37° 10' 05" E for a distance of **28.45 feet**, for an angle point hereof,
- 31) N 63° 09' 31" E for a distance of **21.22 feet**, for an angle point hereof,
- 32) N 68° 21' 11" E for a distance of **17.29 feet**, for an angle point hereof,
- 33) S 89° 16' 01" E for a distance of **23.55 feet**, for an angle point hereof,
- 34) S 75° 37' 11" E for a distance of **17.42 feet**, for an angle point hereof,
- 35) S 72° 28' 24" E for a distance of **22.31 feet**, for an angle point hereof,
- 36) S 84° 31' 33" E for a distance of **29.51 feet**, for an angle point hereof,
- 37) S 89° 06' 14" E for a distance of **36.76 feet**, for an angle point hereof,
- 38) N 74° 12' 32" E for a distance of **25.11 feet**, for an angle point hereof,
- 39) N 47° 37' 39" E for a distance of **25.34 feet**, for an angle point hereof,
- 40) N 64° 24' 28" E for a distance of **37.24 feet**, for an angle point hereof,
- 41) N 65° 58' 01" E for a distance of **30.77 feet**, for an angle point hereof,
- 42) N 81° 48' 06" E for a distance of **30.30 feet**, for an angle point hereof,
- 43) N 89° 23' 26" E for a distance of **26.76 feet**, for an angle point hereof,
- 44) N 80° 52' 54" E for a distance of **23.62 feet**, for an angle point hereof, and
- 45) N 82° 37' 03" E for a distance of **1.23 feet**, to a calculated point on the east line of said 94.24 acre tract, same being the west line of a called 39.2164 acre tract as described in a deed to Franklin R. House and recorded in Volume 1726, Page 947 of the Official Public Records of said County, for the northeast corner hereof, from which a ½" iron rod found for an angle point on the east line of said 94.24 acre tract bears, N 21° 38' 50" W a distance of 1270.41 feet;

THENCE with the east line of said 94.24 acre tract, same being the west line of said 39.2164 acre tract, **S 21° 38' 50" E** for a distance of **643.41 feet** to a ½" iron rod found for the southeast corner of said 94.24 acre tract, same being the southwest corner of said 39.2164 acre tract, same being on the north right-of-way line of Ranch to Market Road 2243 (80 feet right-of-way width), for the southeast corner hereof;

THENCE with the south line of said 94.24 acre tract, same being the north right-of-way line of said Ranch to Market Road 2243, the following two courses and distances:

- 1) **S 70° 07' 44" W** for a distance of **86.89 feet** to concrete monument found, for a point of curvature hereof, and
- 2) with the arc of a curve to the **left**, having a radius of **5770.38 feet**, an arc length of **9.83 feet**, a central angle of **000°05'51"**, and a chord which bears, **S 70°35'47" W** for a distance of **9.83 feet** to a calculated point for the most southerly southwest corner of said 94.24 acre tract, same being the southeast corner of said 12.13 acre tract, for the most southerly southwest corner hereof;

THENCE continuing with the south line of said 94.24 acre tract, same being the east line of said 12.13 acre tract, **N 21° 15' 46" W** for a distance of **322.28 feet** to a ½" iron rod found for an angle point on the south line of said 94.24 acre tract, same being the northeast corner of said 12.13 acre tract, for an angle point hereof;

THENCE continuing with the south line of said 94.24 acre tract, same being the north line of said 12.13 acre tract, the following two (2) courses and distances:

- 1) **S 67° 45' 09" W** for a distance of **777.36 feet** to a ½" iron rod found, for an angle point hereof, and
- 2) **S 67° 48' 50" W** for a distance of **74.48 feet** to the **POINT OF BEGINNING** hereof and containing 8.94 acre of land.

Bearings shown hereon are referenced to Grid North for the Texas State Plane Coordinate System NAD83 (HARN), Central Zone.

Surveyed under the direct supervision of the undersigned during December, 2014:



Margaret A. Nolen
Registered Professional Land Surveyor No. 5589
The Wallace Group, A CP&Y, Inc. Company
1 Chisholm Trail
Round Rock, Texas 78681
(512) 248-0065



Job No.: 23717

Filename:

G:\Documents\Projects\23717 - American Realty - Village at Leander Station\Metes and Bounds\Village at Leander Station, Phase 2 Final Plat -8.94 Acres.doc

DESCRIPTION

FOR A 12.86 ACRE TRACT OF LAND SITUATED IN THE TALBOT CHAMBERS SURVEY, ABSTRACT NO. 125, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF A CALLED 94.24 ACRE TRACT AS DESCRIBED IN THAT DEED TO TRANSIT VILLAGE INVESTMENTS, LTD., AND RECORDED IN DOCUMENT NO. 2006112794 OF THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY, SAID 12.86 ACRE TRACT IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½" iron rod with "Baker-Aicklen" cap found on the south line of said 94.24 acre tract, same being on the north line of a called 12.13 acre tract as described in a deed to Sawtooth Enterprises, LTD. and recorded in Document No. 2005032537 of the Official Public Records of said County, same being on the west right-of-way line of Mel Mathis Avenue (80 foot right-of-way width) as described in a deed to The City of Leander, Texas and recorded in Document No. 2011038293 of the Official Public Records of said County, for the southeast corner and **POINT OF BEGINNING** hereof;

THENCE departing the west right-of-way line of said Mel Mathis Avenue, with the south line of said 94.24 acre tract, same being the north line of said 12.13 acre tract, **S 67° 48' 50" W** for a distance of **741.77 feet** to a ½" iron rod found for the southwest corner of said 94.24 acre tract, same being the northwest corner of said 12.13 acre tract, being on the east right-of-way line of East Street (55 foot right-of-way width) as dedicated in Volume 33, Page 549 of the Deed Records of said County, for the southwest corner hereof;

THENCE with the west line of said 94.24 acre tract, same being the east right-of-way line of said East Street, **N 21° 00' 49" W** for a distance of **925.48 feet** to a calculated point in the center of the South Fork of Brushy Creek, for the northwest corner hereof, from which a ½" iron rod found for an angle point on the west line of said 94.24 acre tract bears, **N 21° 00' 49" W** for a distance of 142.74 feet;

THENCE with the approximate center of said South Fork of Brushy Creek, through the interior of said 94.24 acre tract, the following thirty-four (34) courses and distances

- 1) **N 72° 20' 38" E** for a distance of **7.98 feet**, for an angle point hereof,
- 2) **N 65° 04' 57" E** for a distance of **22.46 feet**, for an angle point hereof,
- 3) **N 72° 52' 01" E** for a distance of **24.42 feet**, for an angle point hereof,
- 4) **S 85° 04' 55" E** for a distance of **21.48 feet**, for an angle point hereof,
- 5) **N 80° 44' 01" E** for a distance of **26.89 feet**, for an angle point hereof,
- 6) **N 68° 21' 11" E** for a distance of **25.62 feet**, for an angle point hereof,

- 7) N 77° 05' 57" E for a distance of **25.27 feet**, for an angle point hereof,
- 8) S 75° 48' 34" E for a distance of **28.44 feet**, for an angle point hereof,
- 9) S 71° 37' 00" E for a distance of **62.74 feet**, for an angle point hereof,
- 10) S 69° 34' 58" E for a distance of **35.37 feet**, for an angle point hereof,
- 11) S 66° 38' 49" E for a distance of **24.46 feet**, for an angle point hereof,
- 12) S 61° 39' 12" E for a distance of **46.83 feet**, for an angle point hereof,
- 13) S 64° 09' 27" E for a distance of **31.28 feet**, for an angle point hereof,
- 14) S 63° 55' 15" E for a distance of **19.04 feet**, for an angle point hereof,
- 15) S 74° 24' 44" E for a distance of **20.11 feet**, for an angle point hereof,
- 16) S 83° 02' 12" E for a distance of **16.05 feet**, for an angle point hereof,
- 17) S 61° 44' 53" E for a distance of **15.91 feet**, for an angle point hereof,
- 18) S 81° 04' 04" E for a distance of **16.37 feet**, for an angle point hereof,
- 19) N 81° 04' 38" E for a distance of **20.36 feet**, for an angle point hereof,
- 20) N 68° 21' 11" E for a distance of **16.65 feet**, for an angle point hereof,
- 21) N 68° 21' 11" E for a distance of **17.29 feet**, for an angle point hereof,
- 22) N 79° 03' 58" E for a distance of **24.12 feet**, for an angle point hereof,
- 23) S 83° 30' 20" E for a distance of **31.24 feet**, for an angle point hereof,
- 24) N 75° 28' 41" E for a distance of **20.66 feet**, for an angle point hereof,
- 25) N 55° 03' 16" E for a distance of **36.20 feet**, for an angle point hereof,
- 26) N 57° 36' 51" E for a distance of **37.81 feet**, for an angle point hereof,
- 27) N 79° 11' 36" E for a distance of **30.65 feet**, for an angle point hereof,
- 28) S 78° 50' 51" E for a distance of **34.29 feet**, for an angle point hereof,
- 29) S 72° 26' 23" E for a distance of **31.41 feet**, for an angle point hereof,

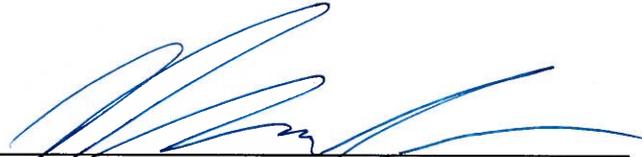
- 30) **S 51° 49' 14" E** for a distance of **31.86 feet**, for an angle point hereof,
- 31) **S 65° 00' 38" E** for a distance of **15.86 feet**, for an angle point hereof,
- 32) **S 80° 13' 03" E** for a distance of **27.02 feet**, for an angle point hereof,
- 33) **N 72° 26' 19" E** for a distance of **17.98 feet**, for an angle point hereof, and
- 34) **N 52° 34' 20" E** for a distance of **26.32 feet**, to a calculated point on the west right-of-way line of said Mel Mathis Avenue, for the northeast corner hereof;

THENCE continuing through the interior of said 94.24 acre tract, with the west right-of-way line of said Mel Mathis Avenue, the following three (3) courses and distances:

- 1) **S 13° 15' 56" E** for a distance of **86.33 feet** to a ½" iron rod with "Baker-Aicklen" cap found for a point of curvature hereof,
- 2) with the arc of a curve to the **left**, having a radius of **1079.00 feet**, an arc length of **149.24 feet**, a central angle of **007°55'29"**, and a chord which bears, **S 17°13'41" E** for a distance of **149.12 feet** to a ½" iron rod with "Baker-Aicklen" cap found for a point of tangency hereof, and
- 3) **S 21° 11' 26" E** for a distance of **350.20 feet** to the **POINT OF BEGINNING** hereof and containing 12.86 acre of land.

Bearings shown hereon are referenced to Grid North for the Texas State Plane Coordinate System NAD83 (HARN), Central Zone.

Surveyed under the direct supervision of the undersigned during December, 2014:


Margaret A. Nolen
Registered Professional Land Surveyor No. 5589
The Wallace Group, A CP&Y, Inc. Company
1 Chisholm Trail
Round Rock, Texas 78681
(512) 248-0065



Job No.: 23717

Filename:

G:\Documents\Projects\23717 - American Realty - Village at Leander Station\Metes and Bounds\Village at Leander Station, Phases 1 and 3 Final Plat - 12.86 Acres.doc



Executive Summary

April 4, 2016

Agenda Subject: Consider the second amendment to the Oak Creek TIRZ development and reimbursement agreement.

Background:

On October 13, 2014 the TIRZ Board and the Development Authority Board approved the Oak Creek TIRZ development and reimbursement agreement. On October 16, 2014 the City Council also approved the Oak Creek TIRZ development and reimbursement agreement. This amendment modifies Sections 2.1 of the agreement to change the applicable fees for subdivision construction and inspection to those that were in place as of the date the Concept Plan was filed.

Subsequent to the approval of the Concept Plan the City modified the fees for construction inspection from 2.5% to 3.5%. This amendment would allow Oak Creek to complete construction of their subdivision under the prior fees.

Origination: Applicant: Sentinel/Cotter Leander, LLC

Recommendation: Staff recommends approval.

Attachments:

1. Amendment

Prepared by: Tom Yantis, AICP
Assistant City Manager

**SECOND AMENDMENT TO THE OAK CREEK DEVELOPMENT AND
REIMBURSEMENT AGREEMENT**

This Second Amendment to the Oak Creek Development and Reimbursement Agreement (the “Amendment”) is made, entered into and effective as of _____ (the “Effective Date”) by the City of Leander, Texas (the “City”); the Leander Development Authority (the “Authority”); Sentinel/Cotter Leander, LLC (the “Developer”), a limited liability company; and Reinvestment Zone Number One, City of Leander, Texas (the “Zone”). The City, the Developer, the Authority and the Zone are herein referred to together as the “Parties”.

Recitals:

WHEREAS, the Parties entered that certain Oak Creek Leander Development and Reimbursement Agreement dated October 16, 2014 (the “Original Agreement”), which was amended by the Amendment to the Oak Creek Development and Reimbursement Agreement by and among the Parties dated _____ (the “First Amendment”);

WHEREAS, the Original Agreement and First Amendment shall be collectively referred to as the Agreement;

WHEREAS, the Parties wish to amend Section 2.1, the definition of “Applicable Regulations”, to provide that the construction plan review and inspection fee in effect on July 17, 2014, shall apply to the development of the Oak Creek Subdivision;

WHEREAS, the City is a Texas home-rule municipal corporation;

WHEREAS, the Authority is a non-profit corporation formed pursuant to Subchapter D, Chapter 431, Texas Transportation Code, and the City Charter of the City;

WHEREAS, the Developer is a Texas limited liability company and owns approximately 151 acres of property in Williamson County within the Zone and intends to develop it as a residential community in accordance with the Oak Creek PUD (the “Oak Creek Subdivision”) ;

WHEREAS the Zone is a tax increment reinvestment zone created pursuant to the authority of Chapter 311, Texas Tax Code, as amended (the “Act”), by Ordinance No. 06-029-00 adopted by the City Council of the City (the “City Council”) on September 7, 2006, as amended by Ordinance No. 06-029-01 adopted by the City Council on June 21 , 2007;

WHEREAS, the City, the Authority, the Developer, and the Zone are individually referred to as a “Party” and collectively as the “Parties”;

WHEREAS, the City executes this Agreement for limited purposes which are: (1) approving this Agreement as a contractual obligation of the Authority; (2) overseeing the design, construction, and installation and City acceptance of the Oak Creek Projects; and (3) to hold the rights and obligations expressly set forth herein as rights and obligations of the City; and

WHEREAS, the Zone, acting through its Board of Directors (the “Board”) executes this Agreement for limited purposes which are: (1) approving this Agreement as a contractual obligation of the Authority; and (2) to hold the rights and obligations expressly set forth herein as rights and obligations of the Zone;

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the parties hereto agree as follows:

ARTICLE I. RECITALS; DEFINITIONS

1.1 Recitals. The foregoing recitals are incorporated herein and made a part of this Amendment for all purposes.

1.2 Definitions. Words and phrases used in this Amendment, if defined in the Agreement and not specifically modified by this Amendment, shall have the definition and meaning as provided in the Agreement.

ARTICLE II. AMENDMENTS

2.1 Amendment of Section 2.1. Section 2.1 of the Agreement is hereby amended in its entirety to read as follows:

2.1 Applicable Regulations means (1) this Agreement; (2) all federal statutes and regulations, as amended; (3) all statutes and the Constitution of the State of Texas, as amended (including, but not limited to, Article III, Section 52-a of the Texas Constitution, Section 380.001 of the Texas Local Government Code, and Chapter 311 and Section 351.101 of the Texas Tax Code), as amended from time to time; (4) the City’s Smart Code in effect on July 17, 2014, and any amendments thereto that apply to the Property pursuant to Chapter 245, Texas Local Government Code; (5) the Oak Creek PUD; (6) the construction plan and review fees in effect on July 17, 2014, which were 2.5% of construction cost (paid at the time of the plan review application - verification and adjustment prior to city acceptance with project engineer’s signed and sealed certified copy of the final cost of all improvements dedicated to the city or equivalent private infrastructure); (6) to the extent not in conflict with this Agreement, all other City ordinances, as amended; and (8) all rules and regulations of the Texas Department of Transportation, as amended.

ARTICLE III. GENERAL PROVISIONS

3.1 Entire Agreement. This Amendment, together with the Agreement, set forth the entire understanding of the parties and supersedes all prior agreements and understandings, whether written or oral, with respect to the subject matter hereof.

3.2 Binding Effect. The terms and provisions hereof shall be binding upon the Developer and its successors and assigns.

3.3 Effect of Amendment. The Parties agree that, except as modified hereby, the Agreement remains valid, binding, and in full force and effect. If there is any conflict or inconsistency between this Amendment and the Agreement, this Amendment will control and modify the Agreement.

3.4 Counterparts. This Amendment may be executed in any number of counterparts, including, without limitation, facsimile counterparts, with the same effect as if the parties had signed the same document, and all counterparts will constitute one and the same agreement.

Executed as of ____ day of ____, 2016 and Effective upon execution by all Parties.

City of Leander, Texas

Christopher Fielder, Mayor

Attest:

City Secretary

Approved as to Form:

City Attorney

[Additional Signature Pages Follow]

Leander Development Authority

By: _____
Name: _____
Title: _____

Reinvestment Zone Number One, City of Leander

By: _____
Name: _____
Title: _____

Sentinel/Cotter Leander LLC, a Texas limited Liability company

By: _____
Name: _____
Title: _____



Executive Summary

April 4, 2016

Agenda Subject: An ordinance of the City of Leander, Texas amending the project and financing plan for the Reinvestment Zone Number One to allocate the estimated project costs for the Village at Leander Station project among project categories; providing the estimated time when project costs will be incurred for the Village at Leander Station projects; establishing the Village at Leander station subaccount in the Tax Increment Fund; and providing for related matters.

Background:

This ordinance amends the TIRZ Project Plan as stated above. The total of all projects stays the same and estimated costs by category are modified to reflect commitments made in with the addendum to the TVI agreement.

This item will be forwarded to the City Council on April 7, 2016 with the TIRZ Board's recommendation.

Origination: City of Leander and Transit Village Investors

Recommendation: Staff recommends approval.

Attachments:

1. Ordinance amending the TIRZ Project Plan with exhibits

Prepared by: Tom Yantis, AICP
Assistant City Manager

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS AMENDING THE PROJECT AND FINANCING PLAN FOR THE REINVESTMENT ZONE NUMBER ONE TO ALLOCATE THE ESTIMATED PROJECT COSTS FOR THE VILLAGE AT LEANDER STATION PROJECT AMONG PROJECT CATEGORIES; PROVIDING THE ESTIMATED TIME WHEN PROJECT COSTS WILL BE INCURRED FOR THE VILLAGE AT LEANDER STATION PROJECTS; ESTABLISHING THE VILLAGE AT LEANDER STATION SUBACCOUNT IN THE TAX INCREMENT FUND; AND PROVIDING FOR RELATED MATTERS

WHEREAS, Reinvestment Zone Number One, City of Leander, Texas (the "Zone") is a tax increment reinvestment zone created pursuant to Chapter 311, Texas Tax Code, as amended (the "Act"), by Ordinance No. 06-029-00 adopted by the City Council of the City (the "City Council" and the "City") on September 7, 2006, as amended by Ordinance No. 06-029-01 adopted by the City Council on June 21, 2007 (the "Zone Creation Ordinance"), as amended by Ordinance No. 13-077-00 adopted by the Council on December 19, 2013, and as further amended by Ordinance No. 14-065-00 adopted by the City Council on October 16, 2014;

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

WHEREAS, the Zone, the Leander Development Authority, and the City considered the approval of that certain Second Addendum to the Development and Reimbursement Agreement for the Village at Leander Station dated _____ (the "Reimbursement Agreement"), in which the developer will be reimbursed for the design, construction, and installation of certain public improvement projects that are described in Section 2 as the Public Improvement Projects, subject to the terms and conditions of the Reimbursement Agreement; and

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

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

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

Section 2. Public Improvement Projects. (a) The public improvement projects described in this Section and **Exhibit A** are reasonable and necessary to provide adequate water, and other public infrastructure for persons and property located within the Zone (the "Public Improvement");

Projects”). The Public Improvement Projects are authorized by the Act, are consistent with the Zone Plan, and correspond to the categories of projects set forth in the Zone Plan, as follows:

<u>Public Improvement Project</u>	<u>Zone Plan Project Category</u>
(1) Street lighting on Mel Mathis and Hero Way	Design Enhancements - Street Lighting
(2) Bollard lighting and tree lights on Mel Mathis and Hero Way	Design Enhancements - Street Lighting
(3) Street trees planting along Hero Way and Mel Mathis including any associated irrigation in the public	Design Enhancements – Greenspace Treatments
(4) Plaza areas on both Mel Mathis and	Design Enhancements – Plaza/Features
(5) Sidewalks along Mel Mathis and Hero Way	Transportation - Necessary Connections
(6) Water line on Mel Mathis	Water - Necessary Connections
(7) Street screen fence	Design Enhancements - Plaza/Features

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

Section 3. Zone Plan. The estimated project costs and estimated time when project costs will be incurred within the Zone, are hereby amended and updated as set forth in **Exhibit B**. The estimated project costs that are assigned to particular developments, as shown on Exhibit B, reflect the maximum reimbursement that may be paid to a developer under an applicable reimbursement agreement; the actual reimbursements paid to a developer will be subject to the terms, conditions, and limitations of the applicable reimbursement agreement.

Section 4. Sub Accounts Created. The Villages at Leander Station Payment Account (the “Payment Account”) is hereby created and established as a sub-account of the Tax Increment Fund. The Payment Account shall be maintained for the period of time required under the Reimbursement Agreement, and a portion of the tax receipts shall be deposited into the Payment Account as provided in, and subject to the terms and conditions of, the Reimbursement Agreement.

Section 5. Monetary Obligations. It is estimated that the project costs for the Public Improvement Projects will be expended as follows: 2016: up to \$372,131.

Section 6. Amendment of Conflicting Ordinances. The Zone Plan adopted under Ordinances 06-029-00, 06-029-01, 13-077-00 and 14-065-00, is hereby amended to the extent of any conflict with this Ordinance. In the event of a conflict between this Ordinance and another Ordinance of the City, this Ordinance shall control, provided that this Ordinance shall not change the terms, conditions, or limitations of any reimbursement agreement governing payment of tax increment revenue generated within the Zone.

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

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

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

PASSED AND APPROVED on this the ____ day of April, 2016.

ATTEST:

THE CITY OF LEANDER, TEXAS

Debbie Haile, City Secretary

Christopher Fielder, Mayor

EXHIBIT A
PUBLIC IMPROVEMENT PROJECTS

EXHIBIT "B"
Zone Plan

EXHIBIT A

**Village at Leander Station
Cost breakout for TIF application**

#	Item	Item	Amount	Total
1	Street lighting on Mel Mathis and Hero Way.	Concrete footing	\$5,500	\$55,008
		Underground conduits and installation	\$24,000	
		Supply the poles and shipping.	\$25,508	
2	Bollard lighting and tree lights on Mel Mathis and Hero Way.	Supply fixture and shipping.	\$8,144	\$28,144
		Underground conduits and installation	\$20,000	
3	Street trees planting along Hero Way and Mel Mathis including any associated irrigation in the public ROW	Temporary Irrigation	\$3,165	\$71,737
		Sod	\$12,270	
		Planting	\$41,011	
		Irrigation	\$15,291	
4	Plaza areas on both Mel Mathis and Hero Way – shown on sheets L1.03 and L1.04.	Colored seat walls and slabs.	\$29,258	\$70,693
		Pavers and sand	\$34,435	
		Corten decorative screen panels	\$7,000	
5	Sidewalks along Mel Mathis and Hero	prep, sand, rebar and concrete.	\$42,908	\$42,908
6	Water line on Mel Mathis from Sta 3+60 to 6+29 – 268 L.F. 8"	Digging, supply and install the pipes, bedding, backfilling, compaction, testing	\$63,500	\$63,500
7	Street screen fence shown on 49 of 49 – W100 – Screen fence shown in plan on L1.04 along the back of covered parking.	Concrete Footing	\$9,583	\$40,142
		CMU block	\$8,298	
		Stone veneer	\$11,727	
		Galvanized panels	\$10,533	
	Total			\$372,131

Leander TIRZ Project Plan (Rev. 4/4/2016)																		
Funding Category	2006-2008	2008-2010	2010-2015	2015-2020	2020-2025	2025-2031	Total	Uncommitted Balance	Committed Funds*							Total Committed		
									RB270	TVI	Williamson Co.	City of Leander	Crescent	Oak Creek	Cash Contributions		Impact Fee Revenues**	
Administration	\$ 6,600	\$ 33,567	\$ 650,000	\$ 100,000	\$ 100,000	\$ 59,833	\$ 950,000	\$ 300,000				\$ 650,000						\$ 650,000
Engineering Design-Consulting			\$ 42,349	\$ 650,000	\$ 650,000	\$ 757,651	\$ 2,100,000	\$ 583,036	\$ 369,912	\$ 997,052					\$ 150,000			\$ 1,516,964
Water																		
Transmission			\$ 437,400	\$ 3,000,000	\$ 3,000,000	\$ 1,987,600	\$ 8,425,000	\$ 7,630,000				\$ 795,000	\$ 2,730,000				\$ (2,730,000)	\$ 795,000
Storage contribution							\$ -	\$ -										\$ -
Necessary Connections				\$ 1,840,000	\$ 1,500,000	\$ 500,000	\$ 3,840,000	\$ 3,344,050		\$ 63,500				\$ 432,450				\$ 495,950
Offsite Contribution				\$ 450,000			\$ 450,000	\$ 450,000										\$ -
							Sub-Tot	\$ 12,715,000	\$ 11,424,050									\$ 1,290,950
Wastewater																		
Brushy Creek Basin																		
Interceptor				\$ 1,000,000	\$ 1,090,000		\$ 2,090,000	\$ 1,839,088					\$ 708,200				\$ (457,288)	\$ 250,912
Laterals/Main Collectors				\$ 500,000	\$ 550,000	\$ 250,000	\$ 1,300,000	\$ 839,415					\$ 1,300,000				\$ (839,415)	\$ 460,585
Lift Station				\$ 500,000	\$ 250,000	\$ 250,000	\$ 1,000,000	\$ 783,171					\$ 612,000				\$ (395,171)	\$ 216,829
Force Main				\$ 150,000	\$ 240,000		\$ 390,000	\$ 390,000										\$ -
San Gabriel Basin																		
Interceptor				\$ 100,000	\$ 650,000		\$ 750,000	\$ 371,880					\$ 378,120					\$ 378,120
Laterals				\$ 250,000	\$ 250,000	\$ 200,000	\$ 700,000	\$ 129,700					\$ 570,300					\$ 570,300
Lift Station				\$ 300,000	\$ 300,000	\$ 350,000	\$ 950,000	\$ 470,000					\$ 480,000					\$ 480,000
Force Main					\$ 200,000		\$ 200,000	\$ 200,000										\$ -
Offsite Contribution				\$ 250,000	\$ 250,000	\$ 250,000	\$ 750,000	\$ 750,000										\$ -
							Sub-Tot	\$ 8,130,000	\$ 5,773,254									\$ 2,356,746
Transportation																		
RM 2243				\$ 1,075,000	\$ 1,075,000		\$ 2,150,000	\$ 2,150,000										\$ -
San Gabriel Parkway				\$ 2,000,000	\$ 2,700,000		\$ 4,700,000	\$ -				\$ 4,700,000						\$ 4,700,000
CR 273			\$ 388,511	\$ 311,489			\$ 700,000	\$ 150,000	\$ 200,000	\$ 200,000					\$ 150,000			\$ 550,000
CR 269				\$ 700,000	\$ 700,000		\$ 1,400,000	\$ 1,400,000										\$ -
US 183 Improvements				\$ 1,000,000	\$ 1,000,000	\$ 1,050,000	\$ 3,050,000	\$ 3,050,000										\$ -
Required Roadways			\$ 12,000	\$ 1,000,000	\$ 1,500,000	\$ 1,488,000	\$ 4,000,000	\$ 1,454,776					\$ 715,000	\$ 1,830,224				\$ 2,545,224
Necessary Connections				\$ 350,000	\$ 350,000	\$ 300,000	\$ 1,000,000	\$ 187,092		\$ 42,908			\$ 770,000					\$ 812,908
183A enhancements - connections				\$ 750,000	\$ 750,000	\$ 500,000	\$ 2,000,000	\$ 500,000					\$ 1,500,000					\$ 1,500,000
							Sub-Tot	\$ 19,000,000	\$ 8,891,868									\$ 10,108,132
Rail Station																		
Rail Station Improvements				\$ 1,500,000	\$ 1,500,000		\$ 3,000,000	\$ 3,000,000										\$ -

Leander TIRZ Project Plan (Rev. 4/4/2016)																		
Funding Category	2006-2008	2008-2010	2010-2015	2015-2020	2020-2025	2025-2031	Total	Uncommitted Balance	Committed Funds*							Impact Fee Revenues**	Total Committed	
									RB270	TVI	Williamson Co.	City of Leander	Crescent	Oak Creek	Cash Contributions			
Drainage - Detention																		
Regional Facilities				\$ 1,600,000	\$ 1,600,000		\$ 3,200,000	\$ 555,428						\$ 1,784,529	\$ 860,043			\$ 2,644,572
Ponds				\$ 325,000	\$ 325,000		\$ 650,000	\$ 112,121						\$ 362,955	\$ 174,924			\$ 537,879
Main Collectors				\$ 225,000	\$ 225,000		\$ 450,000	\$ 450,000										\$ -
Phased Detention				\$ 135,000	\$ 135,000		\$ 270,000	\$ 270,000										\$ -
Offsite Facilities				\$ 1,500,000	\$ 1,050,000		\$ 2,550,000	\$ 2,550,000										\$ -
Property/Easements					\$ 350,000	\$ 350,000	\$ 700,000	\$ 700,000										\$ -
Water Quality (some overlap with Detention)																		
Treatment Facilities (BMPs)				\$ 790,000	\$ 790,000		\$ 1,580,000	\$ 280,126						\$ 877,141	\$ 422,733			\$ 1,299,874
Phased Treatment				\$ 125,000	\$ 125,000	\$ 100,000	\$ 350,000	\$ 350,000										\$ -
Property/Easements				\$ 225,000	\$ 225,000		\$ 450,000	\$ 450,000										\$ -
Off-site Facilities				\$ 250,000	\$ 250,000		\$ 500,000	\$ 500,000										\$ -
							Sub-Tot	\$ 10,700,000	\$ 6,217,675									\$ 4,482,325
Design Enhancements																		
Street Lighting				\$ 300,000	\$ 300,000	\$ 300,000	\$ 900,000	\$ 79,056			\$ 83,152			\$ 680,000	\$ 57,792			\$ 820,944
Plazas/Features				\$ 300,000	\$ 350,000	\$ 300,000	\$ 950,000	\$ 624,207			\$ 110,835				\$ 214,958			\$ 325,793
Greenspace Treatments				\$ 300,000	\$ 350,000	\$ 300,000	\$ 950,000	\$ 651,013			\$ 71,737				\$ 227,250			\$ 298,987
Other (unique improvements that benefit the TOD)				\$ 200,000	\$ 150,000	\$ 100,000	\$ 450,000	\$ 450,000										\$ -
							Sub-Tot	\$ 3,250,000	\$ 1,804,276									\$ 1,445,724
	\$ 6,600	\$ 33,567	\$ 1,530,260	\$ 24,051,489	\$ 24,830,000	\$ 9,393,084	Total	\$ 59,845,000	\$ 37,994,159	\$ 569,912	\$ 1,569,184	\$ 4,700,000	\$ 1,445,000	\$ 13,468,245	\$ 4,220,374	\$ 300,000	\$ (4,421,874)	\$ 21,850,841
Notes:																		
* - The committed amounts are maximum dollar amounts that are subject to any pro-rata cost calculations, multipliers, reductions or other stipulations in the approved reimbursement agreements.																		
** - The Crescent agreement provides for a portion of the water and wastewater impact fees collected from connections into the funded water and wastewater improvements to be paid to the TIRZ account to be used to fund the reimbursements. These amounts are based on the total number of LUEs only within the Crescent property and at the impact fee rates as of October 2014																		