AGENDA
REGULAR CITY COUNCIL
CITY OF LEANDER, TEXAS

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

Thursday ~ September 19, 2013 at 7:00 PM

Mayor – Christopher Fielder

Place 1 – Andrea Navarrette	**Place 4 – Michell Cantwell**
Place 2 – Kirsten Lynch	**Place 5 – Jason Dishongh (Mayor Pro Tem)**
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: Presentation of Certificate of Achievement in Planning to Tom Yantis, Director of Development Services
4. Citizen Comments: Three (3) minutes allowed per speaker
   Please turn in speaker request form before the meeting begins.

CONSENT AGENDA: ACTION

5. Approval of the minutes: Regular Meeting: September 5, 2013
6. Second Reading of an Ordinance on Zoning Case # 13-Z-019: amending Ordinance #05-018, the Composite Zoning Ordinance for a parcel located at 806 South West Drive, Leander, Williamson County, Texas
7. Acceptance of Parkland Dedication Property
8. Dedication and acceptance of Subdivision Infrastructure Improvements for Hazlewood Subdivision, Phase 2A and Phase 2 B

REGULAR AGENDA

9. Second reading of an ordinance levying ad valorem taxes for the use and support of the municipal government of the City of Leander, Texas for FY 2013-14
10. Consider the City of Leander becoming a member of the Williamson County and Cities Health District
11. Consider an Ordinance amending Ordinance #02-024-00, Section 2, reducing the "Annuity Increase", or COLA, for retirees through the Texas Municipal Retirement System.
12. Consider a Resolution authorizing the purchase of TXDOT right-of-way located on the west line of US 183 just south of CR 276 in the City of Leander, Williamson County, Texas

13. Consider Street Vacate Case # 13-SV-001: an ordinance on the vacation of the Sepia Lane ROW, generally located to the west of the intersection of Bagdad Road and Blueline Drive, Leander, Williamson County, Texas

14. Consider an Ordinance of The City Of Leander, Texas, Amending Article 13.01 To Establish Parameters For Contracts for Participation In Construction Of Public Improvements Entered Pursuant To Subchapter C, Chapter 212, Texas Local Government Code; Providing An Open Meetings Clause And Effective Date; And Providing For Other Related Matters

15. Consider a development agreement between the City and RMD Holdings, LP for a 150.2 acre, more or less, tract, known as the Ewing Development, LLC tract, located partially within the city limits and partially within the ETJ of the City of Leander, Williamson County, Texas.

16. Consider Award of Construction Contract for East Crystal Falls Parkway, Phase IIB

17. Consider an Interlocal Agreement with the City of Cedar Park for Bagdad Road Improvements

18. Discussion and action regarding the renaming of CR 273, and CR 179

19. Consider amendments to Ordinance # 13-061-00, to allow Travis County to conduct the election for Travis County voters

20. Consider establishment of a Veterans Park Committee
This item sponsored by Mayor Fielder

EXECUTIVE SESSION

21. Convene into executive session pursuant to Section 551.072, Texas Government Code, to deliberate the acquisition of real property for the BCRUA deep water intake project

22. Reconvene into open session to take action as deemed appropriate in the City Council's discretion regarding the acquisition of real property for the BCRUA deep water intake project

23. Council Members Closing Statements

24. 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 13th day of September, 2013 by 5:00 pm pursuant to Chapter 551 of the Texas Government Code.

Debbie Haile TRMC, City Secretary

MINUTES
REGULAR CITY COUNCIL
CITY OF LEANDER, TEXAS

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

Thursday ~ September 5, 2013 at 7:00 PM

Mayor – Christopher Fielder

Place 1 – Andrea Navarrette	**Place 4 – Michell Cantwell**
Place 2 – Kirsten Lynch	**Place 5 – Jason Dishongh (Mayor Pro Tem)**
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

2. Roll Call
   Council Member Cantwell absent. All others 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.
   No speakers

5. Proclamation designating September 2013 as "Hill Country Community Ministries" month in the City of Leander. ***Sponsored by Council Member Cantwell***
   Mayor Pro Tem Dishongh read the Proclamation. Mayor Fielder presented it to Sherry McDonald, Executive Director of Hill Country Community Ministries

CONSENT AGENDA: ACTION

6. Approval of the minutes: Regular Meeting: August 15, 2013
   Special Meeting: August 29, 2013

7. Receive Quarterly Investment Report for the Period ending 6/30/13

8. Authorize Funding Agreement with Williamson-Burnet County Opportunities, Inc.

9. Authorize funding Agreement with Williamson County Children's Advocacy Center

10. Resolution approving the Brushy Creek Regional Utility Authority Proposed Annual Operation Budget for FY 2013-14

11. Consider a Resolution adopting an investment policy for the City of Leander

12. An Ordinance amending Ordinance #12-044-00 adopting the Annual Budget of the City of Leander, Texas for FY 2012-13

13. An Ordinance Abandoning Portions of the Original Hero Way Right-of-Way and Authorizing Conveyance of said Right-of-Way and Authorizing the Release and Termination of Certain Related Easements
Motion made by Council Member Siebold to approve. Second by Mayor Pro Tem Dishongh. Motion passes, all voting "aye"

PUBLIC HEARING: ACTION

14. a. **Public Hearing** on the Proposed Budget for FY 2013-14
Robert Powers, Finance Director explained

No speakers

b. **Action** on an Ordinance Adopting the FY 2013-14 Annual Budget
Motion made by Mayor Fielder to move to ratify the property tax increase reflected in the proposed budget. Second by Council Member Navarrette. Motion passes, all voting "aye"

Motion made by Mayor Fielder to move to approve the proposed budget for FY 2013-14. Second by Council Member Siebold. Motion passes, all voting "aye"

15. a. **Public Hearing** on Subdivision Case #13-CP-004: a Revised Concept Plan for Pecan Creek, for 97.19 acres, more or less, located at 303 & 451 CR 179; generally located approximately 4,500 feet to the east of the intersection of Ronald W. Reagan Blvd. and CR 179, Leander, Williamson County, Texas
Tom Yantis, Director of Development Services explained

No speakers

b. **Action** on Subdivision Case #13-CP-004: a Revised Concept Plan for Pecan Creek, located at 303 & 451 CR 179, Leander, Williamson County, Texas
Motion made by Council Member Siebold to approve. Second by Mayor Pro Tem Dishongh. Motion passes, all voting "aye"

16. a. **Public Hearing** Zoning Case # 13-Z-019: Consider a zoning change for 0.49901 acres, more or less, for a parcel located at 806 South West Drive, legally described as Lot 4, Blk. B, Leander Heights Section 1 from SFU/MH-2-B, Single Family Urban/Manufactured Home to GC-5-D, General Commercial, Leander, Williamson County, Texas
Tom Yantis, Director of Development Services explained

No speakers

b. **Action** on Zoning Case #13-Z-019: amending Ordinance #05-018, the Composite Zoning Ordinance for a parcel located at 806 South West Drive, Leander, Williamson County, Texas
Motion made by Council Member Siebold to approve GC-3-C as recommended by the Planning & Zoning Commission. Second by Council Member Navarrette. Motion passes, all voting "aye"

REGULAR AGENDA

17. Consider a Resolution in support of Project Connect
This item sponsored by Council Member Siebold
Council Member Siebold explained

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

18. Consider an Ordinance levying ad valorem taxes for the use and support of the municipal government of the City of Leander, Texas for FY 2013-14
Robert Powers, Finance Director explained

Motion made by Mayor Fielder to move that the property tax rate be increased by the adoption of a tax rate of $0.66792 which is effectively a 0.65% increase in the tax rate. Second by Council Member Navarrette. Motion passes, all voting "aye"

19. Consider a Resolution commencing the annexation of an area of land being 32.68 acres, more or less, including the abutting streets, roadways, and rights-of-way; being located in Travis County, Texas and adjacent and contiguous to the city limits and providing for open meetings and other related matters
Tom Yantis, Director of Development Services explained

John Gozberk 120 Hidden Mesa – spoke against
Michael Zuelke – 221 Mesa Oaks – spoke

Motion made by Council Member Navarrette to approve the Resolution with the public hearings being held on October 17th and at a special meeting on October 24th. Second by Council Member Siebold. Motion passes, all voting "aye"

20. Consider an ordinance renaming CR 273, CR 271 and CR 179, Leander, Williamson County, Texas
Tom Yantis, Director of Development Services explained

Jennifer Austin, 609 CR 273 – spoke against this item
Danny Allen, 900 Ridgmar – spoke against this item

Motion made by Mayor Fielder to approve CR 271 to be renamed Raider Way and E. Woodview and to table CR 273 and CR 179 to a future meeting. Second by Council Member Navarrette. Motion passes, 5 to 1 with Council Member Lynch voting against.

21. Consider an Ordinance ordering a Special Election for Tuesday, November 5, 2013 to fill a vacancy in Place 4 of the City Council
Kent Cagle, City Manager explained

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

22. Consider appointments to the Public Arts Commission, Parks and Recreation Advisory Board and the Mayor's Committee for People with Disabilities

Motion made by Council Member Siebold to appoint Ashli Williamson and Jen Daugherty to the Public Arts Commission. Second by Council Member Navarrette. Motion passes, all voting "aye"

Motion made by Council Member Siebold to remove Kenny King from the Mayors Committee for Persons with Disabilities and place him on the Parks Board. Second by Council Member Garcia. Motion passes, all voting "aye"

Council Member Siebold made the recommendation to the Mayor from the Board Selection Committee to appoint Stacy Ford to the Mayor's Committee for Person's with Disabilities

Motion made by Mayor Fielder to appoint Stacy Ford to the Mayors Committee for Persons with Disabilities. Second by Council Member Navarrette. Motion passes, all voting "aye"

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

24. Adjournment
With there being no further business, the meeting adjourned at 7:55 p.m.

Attest:

Christopher Fielder, Mayor

Debbie Haile, TRMC, City Secretary

AGENDA ITEM # 6

Executive Summary

September 19, 2013

Agenda Subject:	Zoning Case 13-Z-019: Second reading and consider action on the rezoning of a parcel located at 806 South West Drive for 0.49901 acres more or less; legally described as Lot 4, Blk B, Leander Heights Section 1; WCAD Parcel #R036241. Currently, the property is zoned SFU/MH-2-B (Single Family Urban / Manufactured Home). The property is proposed to be zoned GC-5-D (General Commercial), Leander, Williamson County, Texas.
Background:	This request is the final step in the rezoning process.
Origination:	Applicant: King Bravo on behalf of Dennis Powell & Leslie Moore
Financial Consideration:	None
Recommendation:	See Planning Analysis. The Planning & Zoning Commission recommended denial of the requested GC-5-D (General Commercial) and approval of the staff recommendation of GC-3-C (General Commercial) at the August 22, 2013 meeting. The City Council unanimously recommended approved the Planning & Zoning Commission recommendation of GC-3-C (General Commercial) at the September 05, 2013 meeting.
Attachments:	1. Planning Analysis 2. Current Zoning Map 3. Aerial Map 4. Letter of Intent 5. Ordinance
Prepared By:	Tom Yantis, AICP Development Services Director 09/06/2013

PLANNING ANALYSIS

ZONING CASE 13-Z-019
806 S WEST DRIVE

GENERAL INFORMATION

Owner: Dennis Powell & Leslie Moore

Current Zoning: SFU/MH-2-B (Single-Family Urban / Manufactured Home)

Proposed Zoning: GC-5-D (General Commercial)

Size and Location: The property is located at 806 S West Drive and is approximately 0.49901 acres in size.

Staff Contact: Robin M. Griffin, AICP
Senior Planner

ABUTTING ZONING AND LAND USE:

The table below lists the abutting zoning and land uses.

	ZONING	LAND USE
NORTH	LI-4-D	Established Commercial Use (Auto Repair – Grandfathered Development)
EAST	SFU/MH-2-B	Established Manufactured Home
SOUTH	GC-3-C	Established Commercial Use
WEST	SFU-2-B	Established Single-Family Neighborhood (Magnolia Creek)

COMPOSITE ZONING ORDINANCE INTENT STATEMENTS

USE COMPONENTS:

GC – GENERAL COMMERCIAL:

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

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

SITE COMPONENTS:

TYPE 3:

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

Intent:

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

(2) This component is intended to be utilized with residential components where accessory dwellings or additional accessory structures are appropriate and are not provided for in the Type 1 or 2 site components.

(3) This component is intended to be combined with LO, LC, GC, LI and HI components where it is appropriate to utilize the outdoor site area for outdoor fuel sales, limited outdoor display and storage or accessory buildings.

TYPE 5 (non-residential only):

Features: Accessory buildings; drive-thru service; outdoor fueling and washing of vehicles; overhead service doors; maximum outdoor display and storage; outdoor entertainment venues and animal boarding.

Intent:

(1) The Type 5 site component is intended to be utilized with developments that have intense outdoor site requirements and a need to utilize the outdoor site area for maximum outdoor display, storage and / or accessory buildings.

(2) This component is intended only for industrial or the heaviest commercial uses and may be combined only with GC, LI or HI use components.

(3) This site component is not intended for retail or office development not requiring the available limits of outdoor storage and accessory buildings or adjacent to residential neighborhoods where not adequately buffered from residential uses.

(4) This site component is discouraged along major thoroughfares and is intended to be utilized within industrial park developments.

ARCHITECTURAL COMPONENTS:

TYPE C (non-residential only):

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

Intent:

(1) The Type C architectural component is intended to be utilized only in the LO, LC, GC, LI and HI use components for intermediate quality development.

(2) Combined with appropriate use and site components, this component can help to provide for harmonious land use transitions from districts that are less restricted to districts that are more restricted.

(3) This component is not intended for the majority of the LO and LC use components except those that may be adjacent to less restricted districts.

COMPREHENSIVE PLAN STATEMENTS:

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

- Provide Opportunities for coordinated, well-planned growth and development that are consistent with the Comprehensive Plan.
- Plan for future development that is compatible with existing residential neighborhoods.

ANALYSIS:

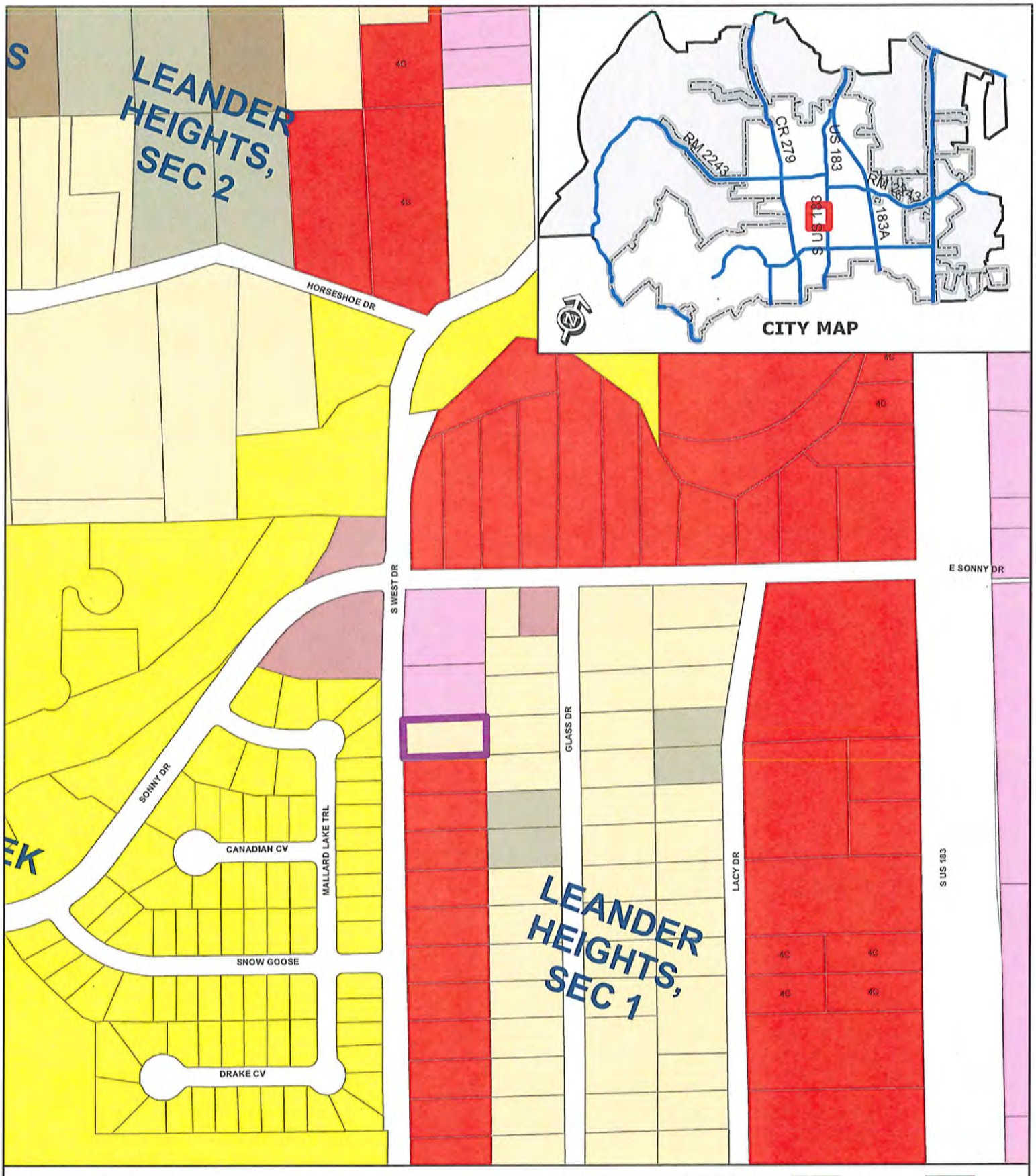
The subject property is currently zoned SFU/MH-2-B (Single-Family Urban / Manufactured Home). The properties to the east are currently zoned SFU/MH-2-B and developed with manufactured homes. The properties to the south are zoned GC-3-C (General Commercial) and include a mixture of undeveloped properties, commercial projects, or established manufactured homes. The Magnolia Creek residential subdivision is located to the west and was recently purchased by DR Horton to complete the neighborhood.

The proposed Type 5 site component permits unlimited outdoor storage and display. This site component is intended for intense commercial and industrial projects that are located within industrial parks. The subject property is currently located within a transitional area with a mixture of established residential uses and commercial uses. The Type 3 site component would be more compatible with this area. This site component limits the amount of outdoor storage to 20% of the gross floor area of the primary structure.

The proposed GC (General Commercial) use component permits a mixture of large scale commercial and service uses. This use component exists along the east side of West Drive.

STAFF RECOMMENDATION:

Staff recommends denial of the requested GC-5-D (General Commercial) district and approval of the GC-3-C (General Commercial) district. The GC-3-C would be more appropriate at this location due to the existing neighborhood and development located to the southeast. This zoning district would be consistent with the existing zoning pattern.



ZONING CASE 13-Z-019

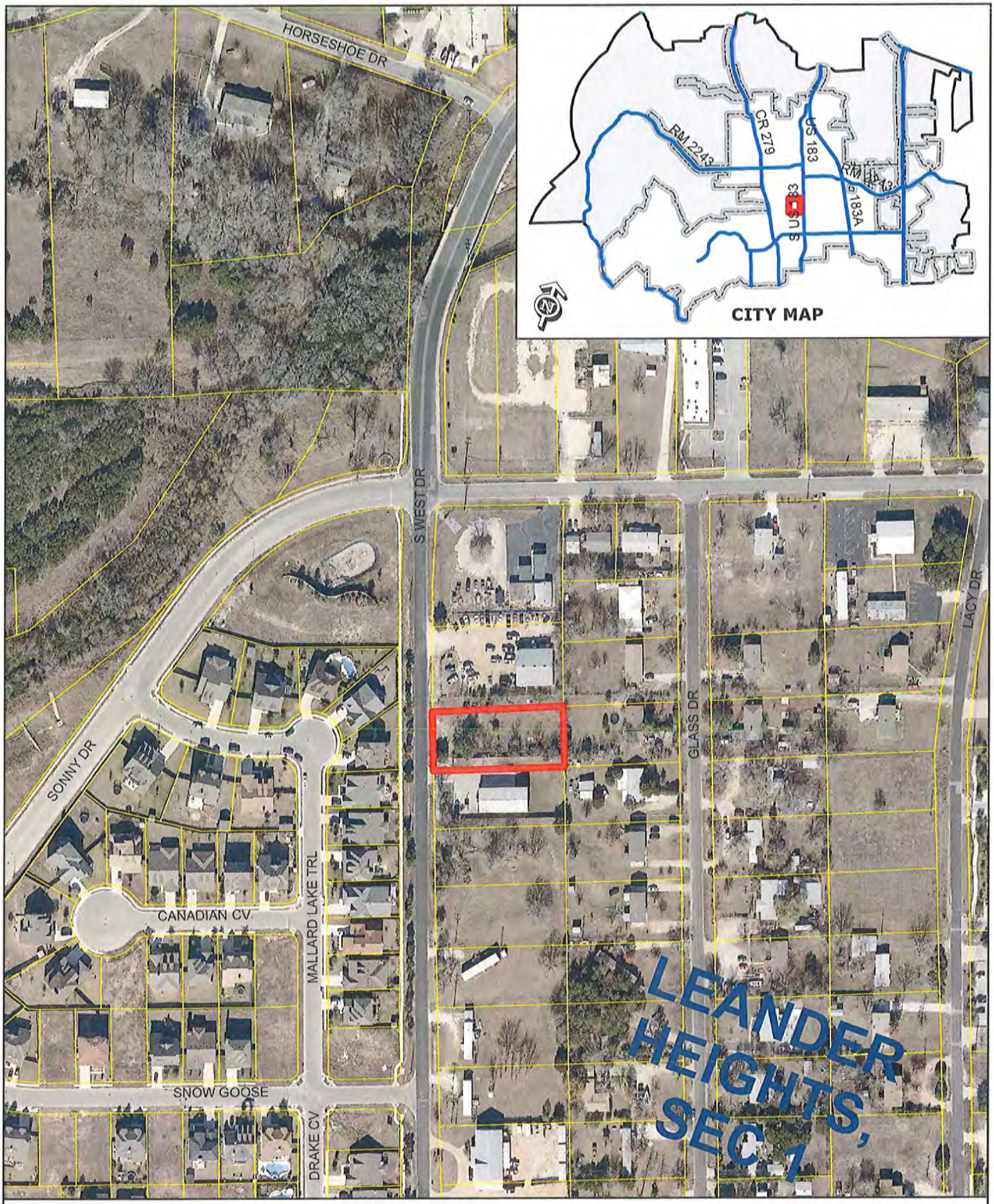
Attachment #2

Current Zoning Map
806 S West Drive

0 200 400
Feet

Subject Property
City Limits

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



ZONING CASE 13-Z-019 Attachment #3

Aerial Exhibit - Approximate Boundaries
806 S West Drive

Subject Property

0 200

Feet

ATTACHMENT #4

City of Leander Planning Department

104 North Brushy Street

PO Box 319

Leander, Texas 78641

August 6, 2013

Dear City of Leander Planning Department,

We are the current owners of the property located at 806 S West Dr in Leander, Texas. The following are facts underlining our request:

1. We believed the property to be zoned Commercial until recently.
2. All other properties on that side of S West Dr from Sonny Dr to Crystal Falls Parkway are zoned GC or LI.
3. The adjoining properties facing S West Dr are zoned GC on one side and LI on the other.
4. We have a contract from a plumbing contractor that we believe would require GC or LI zoning.

Thus we request GC-5-D (General Commercial) zoning for our property.

Sincerely,

Dennis Powell

Leslie Moore

ORDINANCE NO #

ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING A PARCEL OF LAND FROM SFU/MH-2-B (SINGLE-FAMILY URBAN/MANUFACTURED HOME) TO GC-3-C (GENERAL COMMERCIAL); 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. Applicability. This ordinance applies to the following parcel of land, which is herein referred to as the "Property:" That certain parcel of land being 0.49901 acres, more or less, located in Leander, Williamson County, Texas, being more particularly described in Exhibit "A", located at 806 South West Drive, Leander, Texas, legally described as Lot 4, Block B, Leander Heights Section 1, more particularly described in Document Number 2011068655, Official Public Records of Williamson County, Texas, and identified by tax identification number R036241.

Section 4. Property Rezoned. The Zoning Ordinance is hereby amended by changing the zoning district for the Property from SFU/MH-2-B (Single-Family Urban/Manufactured Home) to GC-3-C (General Commercial).

Section 5. Recording Zoning Change. The City Council directs the City Secretary to record this zoning classification on the City's official zoning map with the official notation as prescribed by the City's zoning ordinance.

Section 6. 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 7. 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.

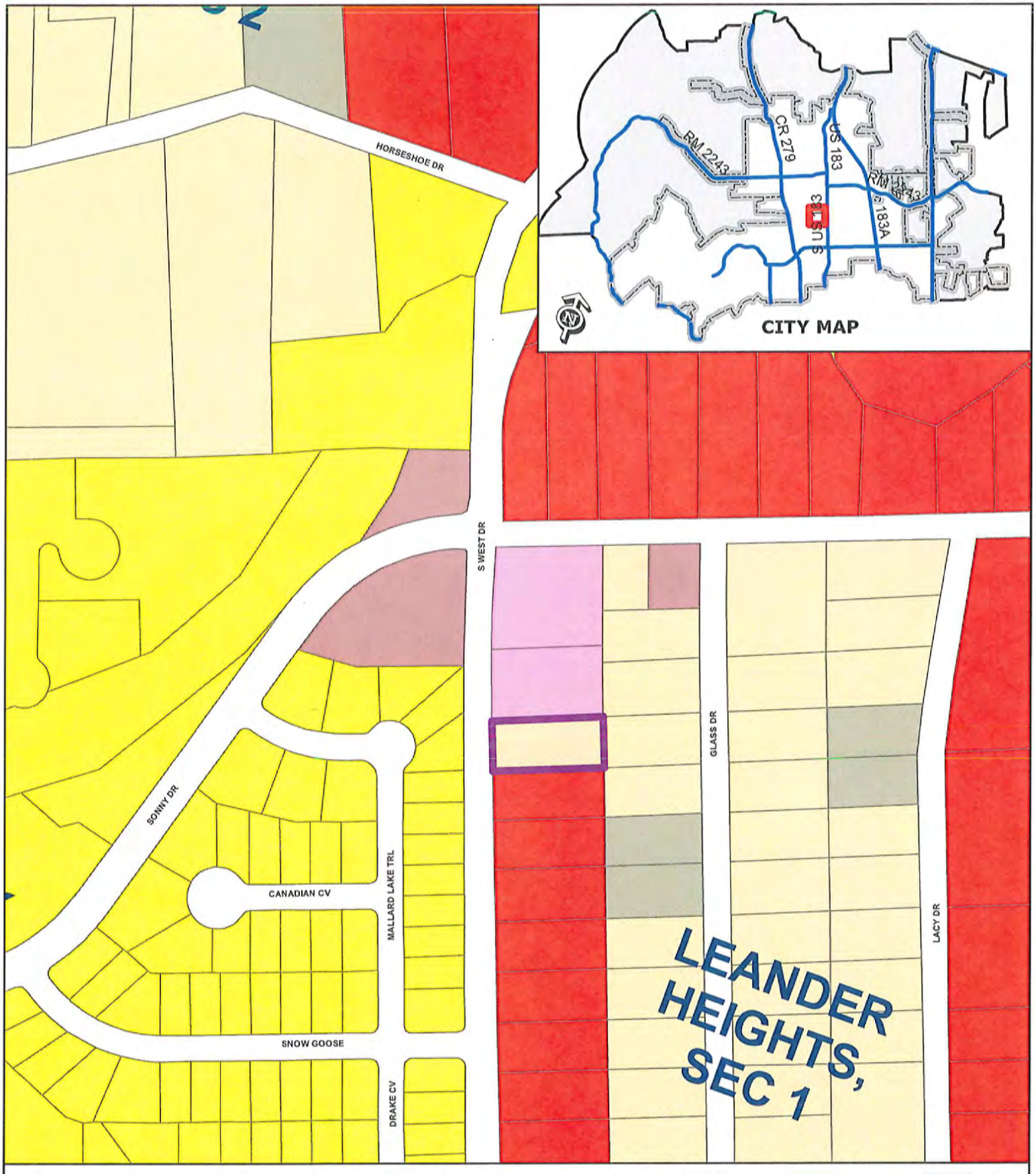
PASSED AND APPROVED on First Reading this the 5th day of September, 2013.
FINALLY PASSED AND APPROVED on this the 19th day of September, 2013.

THE CITY OF LEANDER, TEXAS

Christopher Fielder, Mayor

ATTEST:

Debbie Haile, City Secretary


HORSESHOE DR
S WEST DR
SONNY DR
CANADIAN CV
MALLARD LAKE TRL
SNOW GOOSE
DRAKE CV
GLASS DR
LACY DR
LEANDER HEIGHTS, SEC 1
CITY MAP
RM 2243
CR 279
US 183
RM 2243
183A
US 183
EXHIBIT A
Zoning Case 13-Z-019
806 South West Drive
Subject Property
City Limits
Future Annexation Per DA
Involuntary Annexation
Voluntary Annexation
SFR
SFE
SFS
SFU
SFC
SFL
SFT
SFU/MH
TF
MF
LO
LC
GC
LI
HI
PUD
0
200
Feet

AGENDA ITEM # 7

Executive Summary

September 19, 2013

Subject: Acceptance of Parkland Dedication Property

Background: A 0.651 acre parcel is proposed for dedication to the City by the Villas at Vista Ridge Development as part of their Parkland Dedication Ordinance requirement. The property is located adjacent and north of Robin Bledsoe Park. It is the undeveloped area that has been used as an overflow parking area for the last few years. Next year the City will construct a parking lot on this site utilizing funds received from the same development.

The property is a "Year One through Five Acquisition Priority" identified in the *City Parks, Recreation & Open Space Master Plan.*

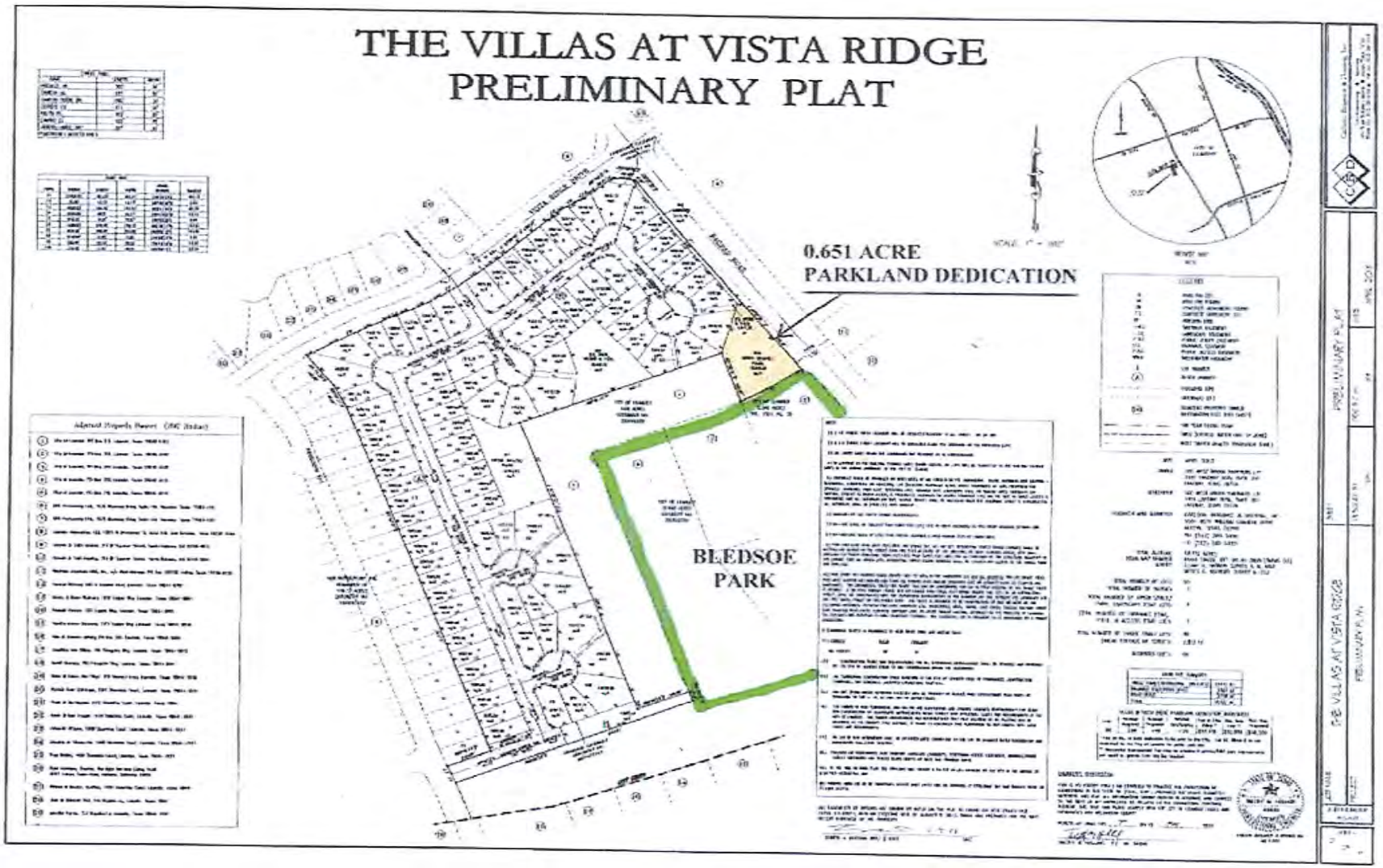
Financial Consideration: None.

Recommendation: Council authorization is respectfully requested to authorize the City Manager to accept a 0.651 acre parkland property from the Villas @ Vista Ridge Development.

Attachments: Villas at Vista Ridge Preliminary Plat

Prepared by: Stephen Bosak, Parks & Recreation Director

THE VILLAS AT VISTA RIDGE
PRELIMINARY PLAT



AGENDA ITEM # 8

Executive Summary

September 19, 2013

Council Agenda Subject: Consider Dedication and Acceptance of Subdivision Infrastructure Improvements for Hazlewood Subdivision, Phase 2A and Phase 2B

Background: The subdivision infrastructure improvements required for Hazlewood Subdivision, Phase 2A and Phase 2B, have been installed, inspected, and found to be satisfactorily completed. All documentation required for acceptance of the subdivision has been received, including record drawings, statement(s) of substantial completion prepared by a Professional Engineer licensed in the State of Texas, copies of all inspection reports and certified test results, electronic files of the improvements and final plat(s), affidavit(s) of all bills paid, and a two-year term Maintenance Bond(s). The Maintenance Bond(s) will commence the two year term upon City Council acceptance, as anticipated, on September 19, 2013, which will provide warranty and maintenance coverage for the infrastructure improvements through September 19, 2015. The Engineering Department will perform a formal inspection of the improvements approximately 30 days prior to the expiration of the Maintenance Bond(s) to assure that any defects in materials, workmanship, or maintenance are corrected prior to expiration of the bond.

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

Financial Consideration: N/A

Recommendation: Staff recommends City Council's formal acceptance of the subdivision infrastructure improvements for Hazlewood Subdivision, Phase 2A and Phase 2B.

Attachments: Engineer's Concurrence Letter(s), Maintenance Bond(s), Affidavit(s) of All Bills Paid, and Final Pay Estimate(s)

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

ENGINEER'S CONCURRENCE
FOR
PROJECT ACCEPTANCE

PROJECT: Hazlewood Subdivision Phase 2A
Water, Wastewater, Drainage and Paving Facilities

Date: September 4, 2013

Owner's Name and Address

Continental Homes of Texas, L.P.
(a Texas Limited Partnership)
By: CHTEX of Texas, Inc.
(a Delaware Corporation)
Its General Partner
10700 Pecan Park Blvd, Ste 400
Austin, Texas 78750

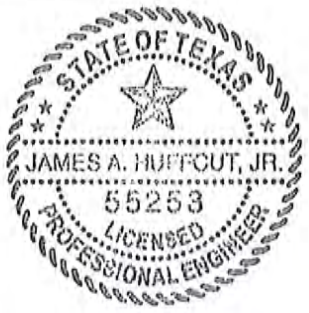
Consultant Engineer's Name and Address

Pape-Dawson Engineers, Inc.
7800 Shoal Creek Blvd., Suite 220 West
Austin, Texas 78757

On August 29, 2013, I, the undersigned Professional Engineer in the State of Texas, or my representative, met with representatives of the City of Leander and the Project Contractor and made a visual inspection of the above referenced project. No discrepancies in approved construction plans or deficiencies in construction were visible or brought to my attention by the parties at the meeting except those listed below. I, therefore, recommend acceptance of this project by the City of Leander once the following listed items are corrected to the satisfaction of the City of Leander.

Punchlist items have been completed.

(SEAL)



Signature

James A. Huffcut, Jr., P.E.
Typed Name

55253
Texas Registration No.

MAINTENANCE BOND
Subdivision Improvements

Bond #1012998-A

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that Rogers Construction Company, Ltd. . as Principal, whose address is PO Drawer 1136, Georgetown, Texas 78627 and The Hanover Insurance Company a Corporation organized under the laws of the State of State of New Hampshire , and duly authorized to do business in the State of Texas, as Surety, are held and firmly bound unto the City of Leander, Texas as Obligee, in the penal sum of Ninety Four Thousand, Six Hundred Five & 87/1100-- Dollars ($94,605.87) to which payment will and truly to be made we do bind ourselves, our and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal has constructed Hazlewood Subdivision Phase 2A; Water, Wastewater, Streets, Drainage, Erosion Control and Dry Utility Improvements to include Trench Backfill (*insert description of subdivision improvements*) (the "improvements") pursuant to the ordinances of the Obligee, which ordinances are hereby expressly made a part hereof as though the same were written and embodied herein;

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

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

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

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 4th day of September, 2013.

Rogers Construction Company, Ltd. Principal	The Hanover Insurance Company Surety
By:	By:
Title: Pete Kargakos, Vice-President	Title: Linda K Edwards, Atty-in-Fact
Address: PO Drawer 1136	Address: 440 Lincoln Street
Georgetown, TX 78627	Worcester, MA 01653

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

Summit Global Partners of Texas, Inc. dba USI Southwest

7600-B N Capital of Texas Highway, Suite 200, Austin, TX 78731

(Seal)

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWERS OF ATTORNEY
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

Linda K. Edwards, Robert C. Fricke, Cynthia Giesen, Douglas J. Wealty and/or Wesley M. Pitts

of **Austin, TX** and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated

any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

Any such obligations in the United States, not to exceed Twenty Million and No/100 ($20,000,000) in any single instance

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this **28th** day of **October 2011**.

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Robert Thomas, Vice President

Mark Fitzgerald, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this **28th** day of **October 2011** before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.

BARBARA A. GARLICK
Notary Public
Commonwealth of Massachusetts
My Commission Expires Sept 21, 2018

Barbara A. Garlick, Notary Public
My Commission Expires September 21, 2018

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 4th day of September 2013.

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Glenn Margosian, Vice President

The Hanover Insurance Company | 440 Lincoln Street, Worcester, MA 01653
Citizens Insurance Company of America | 645 West Grand River Avenue, Howell, MI 48843
Massachusetts Bay Insurance Company | 440 Lincoln Street, Worcester, MA 01653

COMPLAINT NOTICE - TEXAS

**FOR INFORMATION, OR
TO MAKE A COMPLAINT, CALL:
1-800-252-3439**

**PARA INFORMACION, O
PARA HACER UNA QUEJA, HABLE:
1-800-252-3439**

COMPLAINT NOTICE – TEXAS

Should any dispute arise about your premium or about a claim that you have filed, contact the agent or write to the company that issued the policy, bond or certificate. If the problem is not resolved, you may also write the State Board of Insurance, P.O. Box 149091, Austin, Texas 78714-9091. FAX# (512) 475-1771. This notice of complaint procedure is for information only and does not become a part or condition of this policy, bond or certificate.

Construction Contract Summary
Hazlewood Subdivision
Phase 2A

Final Pay Application (8/30/13)
Rogers Construction

Prepared By: **8/30/2013**
Dustin Goss, PE
Pape-Dawson Engineers, Inc.
TBPE Firm Reg #470

	Original Contract Amount	CO#1	CO#2	CO#3	Final
Streets	$ 290,116.25			$ (1,900.00)	$ 288,216.25
Drainage	$ 269,865.70		$ 9,750.00		$ 279,615.70
WQ/Detention	$ -				$ -
Water	$ 174,691.60				$ 174,691.60
WW	$ 186,590.15				$ 186,590.15
ESC	$ 16,945.00				$ 16,945.00
**Electric*	*$ 116,750.00*			*$ (2,150.00)*	*$ 114,600.00*
**Gas*	*$ 67,000.00*				*$ 67,000.00*
**Lots*	*$ -*		*$ 57,505.00*	*$ (12,654.00)*	*$ 44,851.00*
**P&P Bond*	*$ 17,000.00*				*$ 17,000.00*
Total	$ 1,138,958.70	$ -	$ 67,255.00	$ (16,704.00)	$ 1,189,509.70
Total w/excld	**$ 938,208.70**	**$ -**	**$ 9,750.00**	**$ (1,900.00)**	**$ 946,058.70**

****Note: Dry Utilities, Lot Improvements and P&P Bond are excluded from Construction Summary total and Maintenance Bond amount.***

APPLICATION AND CERTIFICATE FOR PAYMENT

TO: Continental Homes of Austin, L.P.
A Texas Limited Partnership
d/b/a/ DR HORTON CO.
10700 PECAN PARK BLVD
SUITE 400
Austin, Texas 78750

PROJECT: PAVING, DRAINAGE, WATER, WASTEWATER, WATER QUALITY/DETENTION, EROSION CONTROL AND DRY UTILITIES
JOB #885

PERIOD TO: Sep 03, 2013

FROM: Rogers Construction Company, LTD.
P.O. Drawer 1136
Georgetown, Texas 78627-1136

CONTRACT DATE: 9/24/2012

CONTRACT FOR: HAZELWOOD, PHASE 2A & 2B

INVOICE NO: EIGHT AND FINAL

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY			ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner		Total	$ 0.00	$ 0.00
Approved This Month				
Number	Date Approved			
ONE	3-26-13	CHANGE ORDER ONE	754,235.00	
TWO	6-24-13	CHANGE ORDER TWO	97,880.00	
THREE	8-28-13	CHANGE ORDER THREE		10,504.00
FOUR	8-28-13	CHANGE ORDER FOUR		4,290.00
		Totals	852,115.00	14,794.00
Net change by Change Orders				837,321.00

Application is made for Payment, as shown below, in connection with the Contract.

		SECTION 2A	SECTION 2B	TOTAL
1.	ORIGINAL CONTRACT SUM	$ 1,138,958.70	$ 0.00	1,138,958.70
2.	Net change by Change orders	$ 56,751.00	$ 780,570.00	837,321.00
3.	CONTRACT SUM TO DATE (Line 1 + 2)	$ 1,195,709.70	$ 780,570.00	1,976,279.70
4.	TOTAL COMPLETED & STORED TO DATE	$ 1,195,709.70	$ 780,570.00	1,976,279.70
5.	RETAINAGE:			
6.	a. 0 % of Completed New work $ 0.00 Total Retainage	$ 0.00	$ 0.00	0.00
7.	TOTAL EARNED LESS RETAINAGE	$ 1,195,709.70	$ 780,570.00	1,976,279.70
8.	LESS PAYMENT FOR PREVIOUS ESTIMATE	$ 1,076,138.73	$ 702,513.00	1,778,651.73
9.	CURRENT PAYMENT DUE	$ 119,570.97	$ 78,057.00	197,627.97
10.	BALANCE TO FINISH, PLUS RETAINAGE	$ 0.00	$ 0.00	0.00

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

CONTRACTOR:
ROGERS CONSTRUCTION COMPANY, LTD. ATexas Limited Partnership
BY: RKZ MANAGEMENT LLC, A Texas Limited Liability Company

By: _____ Sep 03, 2013
Pete Kargakos, Vice President — Date

State of Texas County of Williamson

Subscribed and sworn to before me this 3rd day of September, 2013.

Notary Public: Heather Jimenez

My Commission expires: March 12, 2014

HEATHER JIMENEZ
NOTARY PUBLIC STATE OF TEXAS
COMMISSION EXPIRES:
03-12-2014

ENGINEER'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED.....SECTION 2A $ 119,570.97

AMOUNT CERTIFIED.....SECTION 2B $ 78,057.00

(Attach explanation if amount certified differs from the amount applied for.)
ENGINEER: Pape Dawson

By: _____ Date: 9/5/13

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

CONTINUATION SHEET

APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

In tabulations below, amounts are stated to the nearest dollar. Use Column H on Contracts where variable retainage for line items may apply.

INVOICE NO.: EIGHT AND FINAL

INVOICE DATE: Sep 03, 2013

PERIOD TO: Sep 03, 2013

A	B	C	D	E	F		G	H
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	TOTAL COMPLETED TO DATE (D + E)	% (F / C)	BALANCE TO FINISH (C - F)	RETAINAGE
	WATER IMPROVEMENTS							
1.	8" PVC C-900 2,852 LF @ $ 30.50	86,986.00	86,986.00	0.00	86,986.00	100%	0.00	0.00
2.	8" GATE VALVE & BOX 15 EA @ $ 1,160.00	17,400.00	17,400.00	0.00	17,400.00	100%	0.00	0.00
3.	FIRE HYD ASSY 6 EA @ $ 4,000.00	24,000.00	24,000.00	0.00	24,000.00	100%	0.00	0.00
4.	DOUBLE WATER SERVICE 29 EA @ $ 1,200.00	34,800.00	34,800.00	0.00	34,800.00	100%	0.00	0.00
5.	SINGLE WATER SERVICE 5 EA @ $ 1,200.00	6,000.00	6,000.00	0.00	6,000.00	100%	0.00	0.00
6.	8" WET CONNECTION 3 EA @ $ 500.00	1,500.00	1,500.00	0.00	1,500.00	100%	0.00	0.00
7.	RAISE VALVES 21 EA @ $ 150.00	3,150.00	3,150.00	0.00	3,150.00	100%	0.00	0.00
8.	TRENCH SAFETY 2,852 LF @ $ .30	855.60	855.60	0.00	855.60	100%	0.00	0.00
	WATER IMP CONTRACT AMT	174,691.60						
	Totals for Previous Estimates		174,691.60		174,691.60		8,160.00	17,469.16
	Total for this Estimate			0.00	0.00		0.00	0.00

CONTINUATION SHEET

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ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	TOTAL COMPLETED TO DATE (D + E)	% (F / C)	BALANCE TO FINISH (C - F)	RETAINAGE
	WASTEWATER IMPROVEMENTS							
9.	8" SDR 26 WW LINE 0-8' 1,427 LF @ $ 32.20	45,949.40	45,949.40	0.00	45,949.40	100%	0.00	0.00
10.	8" SDR 26 WW LINE 8-12' 975 LF @ $ 42.85	41,778.75	41,778.75	0.00	41,778.75	100%	0.00	0.00
11.	STD WW WATER MANHOLE 13 EA @ $ 3,420.00	44,460.00	44,460.00	0.00	44,460.00	100%	0.00	0.00
12.	DOUBLE WW SERVICE 27 EA @ $ 1,540.00	41,580.00	41,580.00	0.00	41,580.00	100%	0.00	0.00
13.	SINGLE WW SERVICE 4 EA @ $ 1,340.00	5,360.00	5,360.00	0.00	5,360.00	100%	0.00	0.00
14.	RAISE MANHOLES 13 EA @ $ 350.00	4,550.00	4,550.00	0.00	4,550.00	100%	0.00	0.00
15.	ADJ EXISTING MANHOLE 1 EA @ $ 510.00	510.00	510.00	0.00	510.00	100%	0.00	0.00
16.	TRENCH SAFETY 2,402 LF @ $ 1.00	2,402.00	2,402.00	0.00	2,402.00	100%	0.00	0.00
	WASTEWATER IMP CONTRACT AMT	186,590.15						
	Totals for Previous Estimates		186,590.15		186,590.15		8,892.00	18,659.02
	Total for this Estimate			0.00	0.00		0.00	0.00

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ITEM NO.		SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	TOTAL COMPLETED TO DATE (D + E)	% (F / C)	BALANCE TO FINISH (C - F)	RETAINAGE
	STREET IMPROVEMENTS							
17.	EXCAVATION ROW TO ROW 15,410 SY @ $ 2.50	38,525.00	38,525.00	0.00	38,525.00	100%	0.00	0.00
18.	SUBGRADE PREP 10,662 SY @ $ 1.15	12,261.30	12,261.30	0.00	12,261.30	100%	0.00	0.00
19.	8" BASE MATERIAL 10,662 SY @ $ 6.75	71,968.50	71,968.50	0.00	71,968.50	100%	0.00	0.00
20.	1.5" HMAC PAVEMENT 8,300 SY @ $ 8.40	69,720.00	69,720.00	0.00	69,720.00	100%	0.00	0.00
21.	CURB & GUTTER 5,013 LF @ $ 12.65	63,414.45	63,414.45	0.00	63,414.45	100%	0.00	0.00
22.	CONCRETE VALLEY GUTTER 2 EA @ $ 3,300.00	6,600.00	6,600.00	0.00	6,600.00	100%	0.00	0.00
23.	4'-4" SIDEWALK 293 LF @ $ 14.00	4,102.00	4,102.00	0.00	4,102.00	100%	0.00	0.00
24.	PEDESTRIAN RAMP 18 EA @ $ 950.00	17,100.00	17,100.00	0.00	17,100.00	100%	0.00	0.00
25.	BARRICADE 4 EA @ $ 950.00	3,800.00	3,800.00	0.00	3,800.00	100%	0.00	0.00
26.	TRAFFIC SIGNAGE/STRIPING 5 LS @ $ 525.00	2,625.00	2,625.00	0.00	2,625.00	100%	0.00	0.00
	STREET IMP CONTRACT AMT	290,116.25						
	Totals for Previous Estimates		290,116.25		290,116.25		6,425.00	29,011.63
	Totals for this Estimate			0.00	0.00		0.00	0.00

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A		C	D	E	F		G	H
ITEM NO.		SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	TOTAL COMPLETED TO DATE (D + E)	% (F / C)	BALANCE TO FINISH (C - F)	RETAINAGE
	DRAINAGE IMPROVEMENTS							
27.	18" RCP CL III 264 LF @ $ 38.00	10,032.00	10,032.00	0.00	10,032.00	100%	0.00	0.00
28.	24" RCP CL III 885 LF @ $ 47.00	41,595.00	41,595.00	0.00	41,595.00	100%	0.00	0.00
29.	30" RCP CL III 290 LF @ $ 61.00	17,690.00	17,690.00	0.00	17,690.00	100%	0.00	0.00
30.	36" RCP CL III 695 LF @ $ 87.50	60,812.50	60,812.50	0.00	60,812.50	100%	0.00	0.00
31.	42" RCP CL III 330 LF @ $ 114.00	37,620.00	37,620.00	0.00	37,620.00	100%	0.00	0.00
32.	JUNCTION BOX 4 EA @ $ 3,800.00	15,200.00	15,200.00	0.00	15,200.00	100%	0.00	0.00
33.	ROCK RIP RAP 501 SY @ $ 8.00	4,008.00	4,008.00	0.00	4,008.00	100%	0.00	0.00
34.	10' CURB INLET 14 EA @ $ 2,950.00	41,300.00	41,300.00	0.00	41,300.00	100%	0.00	0.00
35.	42" SLOPING HEADWALL 1 EA @ $ 2,600.00	2,600.00	2,600.00	0.00	2,600.00	100%	0.00	0.00
36.	42" STD HEADWALL 1 EA @ $ 4,700.00	4,700.00	4,700.00	0.00	4,700.00	100%	0.00	0.00
37.	REMOVE EXIST 4X4 INLET & 42" HDW 1 LS @ $ 750.00	750.00	750.00	0.00	750.00	100%	0.00	0.00
38.	2' FLAT BOTTOM CHANNEL 246 LF @ $ 10.00	2,460.00	2,460.00	0.00	2,460.00	100%	0.00	0.00

CONTINUATION SHEET

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A	B	C	D	E	F		G	H
			WORK COMPLETED					
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	TOTAL COMPLETED TO DATE (D + E)	% (F / C)	BALANCE TO FINISH (C - F)	RETAINAGE
39.	6' FLAT BOTTOM CHANNEL 591 LF @ $ 49.00	28,959.00	28,959.00	0.00	28,959.00	100%	0.00	0.00
40.	RAISE MANHOLE 4 EA @ $ 350.00	1,400.00	1,400.00	0.00	1,400.00	100%	0.00	0.00
41.	TRENCH SAFETY 2,464 LF @ $ .30	739.20	739.20	0.00	739.20	100%	0.00	0.00
	DRAINAGE IMP CONTRACT AMT	269,865.70						
	Totals for Previous Estimates		269,865.70		269,865.70		0.00	26,986.57
	Totals for this Estimate			0.00	0.00		0.00	0.00
	DRY UTILITY IMPROVEMENTS							
42.	STREET LIGHTS W/ CONDUIT & WIRE 8 EA @ $ 2,050.00	16,400.00	16,400.00	0.00	16,400.00	100%	0.00	0.00
43.	ELECTRIC IMPROVEMENTS 1 LS @ $ 100,350.00	100,350.00	100,350.00	0.00	100,350.00	100%	0.00	0.00
44.	GAS IMPROVEMENTS 1 LS @ $ 67,000.00	67,000.00	67,000.00	0.00	67,000.00	100%	0.00	0.00
	DRY UTILITY IMP CONTRACT AMT	183,750.00						
	Totals for Previous Estimates		183,750.00		183,750.00		0.00	18,375.00
	Totals for this Estimate			-	0.00		-	0.00

CONTINUATION SHEET

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A	B	C	D	E	F		G	H
			WORK COMPLETED					
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	TOTAL COMPLETED TO DATE (D + E)	% (F / C)	BALANCE TO FINISH (C - F)	RETAINAGE
	EROSION CONTROL IMPROVEMENTS							
45.	SILT FENCE 4,130 LF @ $ 2.00	8,260.00	8,260.00	0.00	8,260.00	100%	0.00	0.00
46.	STABILIZED CONST ENTRANCE 2 EA @ $ 1,200.00	2,400.00	2,400.00	0.00	2,400.00	100%	0.00	0.00
47.	INLET PROTECTION 15 EA @ $ 75.00	1,125.00	1,125.00	0.00	1,125.00	100%	0.00	0.00
48.	ROCK BERM 60 LF @ $ 18.00	1,080.00	1,080.00	0.00	1,080.00	100%	0.00	0.00
49.	REVEGTATION ROW/EASEMENT 6,800 SY @ $ .60	4,080.00	4,080.00	0.00	4,080.00	100%	0.00	0.00
	EROSION CONTROL IMP CONTRACT AMT	16,945.00						
	Totals for Previous Estimates		16,945.00		16,945.00		4,080.00	1,694.50
	Totals for this Estimate			-	0.00		0.00	0.00
	MISCELLANEOUS							
50.	P&P BONDS 1 LS @ $ 17,000.00	17,000.00	17,000.00	0.00	17,000.00	100%	0.00	0.00
	MISC IMP CONTRACT AMT	17,000.00						
	Totals for Previous Estimates		17,000.00		17,000.00		0.00	0.00
	Totals for this Estimate			0.00	0.00		0.00	0.00

CONTINUATION SHEET

APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

INVOICE NO.: EIGHT AND FINAL

INVOICE DATE: Sep 03, 2013

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PERIOD TO: Sep 03, 2013

A	B	C	D	E	F		G	H
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	TOTAL COMPLETED TO DATE (D + E)	% (F / C)	BALANCE TO FINISH (C - F)	RETAINAGE
	CHANGE ORDER TWO FOR 2A							
	DRAINAGE IMPROVEMENTS							
C2D1.	FLAT BOTTOM CHANNEL DELETE 150 LF @ $ 49.00	-7,350.00	-7,350.00	0.00	-7,350.00	100%	0.00	0.00
C2A2.	42" RCP CL III ADD 150 LF @ $ 114.00	17,100.00	17,100.00	0.00	17,100.00	100%	0.00	0.00
	STREET/LOT IMPROVEMENTS							
C2A3.	CLEAR TREES FROM LOT 1 LS @ $ 10,720.00	10,720.00	10,720.00	0.00	10,720.00	100%	0.00	0.00
	FUTURE STREET/LOT IMPROVEMENTS							
C2A4.	CLEAR,GRUB,LOTS AS DIRECTED 1 LS @ $ 33,285.00	33,285.00	33,285.00	0.00	33,285.00	100%	0.00	0.00
C2A5.	DRILL SEED FILL AREA 1 LS @ $ 13,500.00	13,500.00	13,500.00	0.00	13,500.00	100%	0.00	0.00
	CHANGE ORDER THREE FOR 2A							
	FUTURE STREET/LOT IMPROVEMENTS							
C3D1.	CLEAR,GRUB,LOTS AS DIRECTED 1 LS @ $ -3,329.00	-3,329.00	-3,329.00	0.00	-3,329.00	100%	0.00	0.00
C3D2.	DRILL SEED FILL AREA 1 LS @ $ -7,425.00	-7,425.00	-7,425.00	0.00	-7,425.00	100%	0.00	0.00
C3D3.	BARRICADES 2 EA @ $ -950.00	-1,900.00	-1,900.00	0.00	-1,900.00	100%	0.00	0.00
	DRY UTILITIES IMPROVEMENTS							
C3A4.	3" CONDUIT, PULL & WARN TAPE ON RONALD REAGAN ROW 1 LS @ $ 2,150.00	2,150.00	2,150.00	0.00	2,150.00	100%	0.00	0.00
	CHANGE ORDER TWO AND THREE	56,751.00						
	Totals for Previous Estimates		56,751.00		56,751.00		6,325.00	5,675.10
	Totals for this Estimate			0.00	0.00		0.00	0.00

CONTINUATION SHEET

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INVOICE DATE: Sep 03, 2013

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A	B	C	D	E	F		G	H
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	TOTAL COMPLETED TO DATE (D + E)	% (F / C)	BALANCE TO FINISH (C - F)	RETAINAGE
	CHANGE ORDER ONE							
	WATER IMPROVEMENTS							
C1A1.	8" PVC C-900 1,812 LF @ $ 30.50	55,266.00	55,266.00	0.00	55,266.00	100%	0.00	0.00
C1A2.	8" GATE VALVE & BOX 9 EA @ $ 1,160.00	10,440.00	10,440.00	0.00	10,440.00	100%	0.00	0.00
C1A3.	FIRE HYD ASSY 2 EA @ $ 4,000.00	8,000.00	8,000.00	0.00	8,000.00	100%	0.00	0.00
C1A4.	DOUBLE WATER SERVICE 16 EA @ $ 1,200.00	19,200.00	19,200.00	0.00	19,200.00	100%	0.00	0.00
C1A5.	SINGLE WATER SERVICE 5 EA @ $ 1,200.00	6,000.00	6,000.00	0.00	6,000.00	100%	0.00	0.00
C1A6.	8" WET CONNECTION 2 EA @ $ 500.00	1,000.00	1,000.00	0.00	1,000.00	100%	0.00	0.00
C1A7.	2" BLOW OFF 2 EA @ $ 1,800.00	3,600.00	3,600.00	0.00	3,600.00	100%	0.00	0.00
C1A8.	RAISE VALVES 11 EA @ $ 150.00	1,650.00	1,650.00	0.00	1,650.00	100%	0.00	0.00
C1A9.	TRENCH SAFETY 1,812 LF @ $ .30	543.60	543.60	0.00	543.60	100%	0.00	0.00
	WATER IMP CONTRACT AMT	105,699.60						
	Totals for Previous Estimates		105,699.60		105,699.60		0.00	10,569.96
	Total for this Estimate			0.00	0.00		0.00	0.00

CONTINUATION SHEET

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INVOICE DATE: Sep 03, 2013

PERIOD TO: Sep 03, 2013

A	B	C	D	E	F		G	H
			WORK COMPLETED		TOTAL			
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	COMPLETED TO DATE (D + E)	% (F / C)	BALANCE TO FINISH (C - F)	RETAINAGE
	WASTEWATER IMPROVEMENTS							
C1A10.	8" SDR 26 WW LINE 0-8' 404 LF @ $ 32.20	13,008.80	13,008.80	0.00	13,008.80	100%	0.00	0.00
C1A11.	8" SDR 26 WW LINE 8-10' 634 LF @ $ 42.85	27,166.90	27,166.90	0.00	27,166.90	100%	0.00	0.00
C1A12.	STD WW WATER MANHOLE 5 EA @ $ 3,420.00	17,100.00	17,100.00	0.00	17,100.00	100%	0.00	0.00
C1A13.	DOUBLE WW SERVICE 12 EA @ $ 1,540.00	18,480.00	18,480.00	0.00	18,480.00	100%	0.00	0.00
C1A14.	SINGLE WW SERVICE 3 EA @ $ 1,340.00	4,020.00	4,020.00	0.00	4,020.00	100%	0.00	0.00
C1A15.	RAISE MANHOLES 5 EA @ $ 350.00	1,750.00	1,750.00	0.00	1,750.00	100%	0.00	0.00
C1A16.	CONNECT TO OFFSIDE MANHOLE 2 EA @ $ 750.00	1,500.00	1,500.00	0.00	1,500.00	100%	0.00	0.00
C1A17.	ADJ EXIST MANHOLE 6 EA @ $ 510.00	3,060.00	3,060.00	0.00	3,060.00	100%	0.00	0.00
C1A18.	END OF LINE CLEAN OUT 1 EA @ $ 1,200.00	1,200.00	1,200.00	0.00	1,200.00	100%	0.00	0.00
C1A19.	TRENCH SAFETY 1,038 LF @ $ 1.00	1,038.00	1,038.00	0.00	1,038.00	100%	0.00	0.00
	WASTEWATER IMP CONTRACT AMT	88,323.70						
	Totals for Previous Estimates		88,323.70		88,323.70		3,420.00	8,832.37
	Total for this Estimate			0.00	0.00		0.00	0.00

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ITEM NO.		SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	TOTAL COMPLETED TO DATE (D + E)	% (F / C)	BALANCE TO FINISH (C - F)	RETAINAGE
	STREET IMPROVEMENTS							
C1A20.	EXCAVATION ROW TO ROW 9,440 SY @ $ 2.50	23,600.00	23,600.00	0.00	23,600.00	100%	0.00	0.00
C1A21.	SUBGRADE PREP 6,470 SY @ $ 1.15	7,440.50	7,440.50	0.00	7,440.50	100%	0.00	0.00
C1A22.	8" BASE MATERIAL 6,470 SY @ $ 6.75	43,672.50	43,672.50	0.00	43,672.50	100%	0.00	0.00
C1A23.	1.5" HMAC PAVEMENT 5,385 SY @ $ 8.40	45,234.00	45,234.00	0.00	45,234.00	100%	0.00	0.00
C1A24.	CURB & GUTTER 3,022 LF @ $ 12.65	38,228.30	38,228.30	0.00	38,228.30	100%	0.00	0.00
C1A25.	4'-4" SIDEWALK 303 LF @ $ 14.00	4,242.00	4,242.00	0.00	4,242.00	100%	0.00	0.00
C1A26.	PEDESTRIAN RAMP 2 EA @ $ 950.00	1,900.00	1,900.00	0.00	1,900.00	100%	0.00	0.00
C1A27.	BARRICADE 3 EA @ $ 950.00	2,850.00	2,850.00	0.00	2,850.00	100%	0.00	0.00
C1A28.	TRAFFIC SIGNAGE/STRIPING 3 EA @ $ 525.00	1,575.00	1,575.00	0.00	1,575.00	100%	0.00	0.00
	STREET IMP CONTRACT AMT	168,742.30						
	Totals for Previous Estimates		168,742.30		168,742.30		0.00	16,874.23
	Totals for this Estimate			0.00	0.00		0.00	0.00

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ITEM NO.		SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	TOTAL COMPLETED TO DATE (D + E)	% (F / C)	BALANCE TO FINISH (C - F)	RETAINAGE
	DRAINAGE IMPROVEMENTS							
C1A29.	18" RCP CL III 157 LF @ $ 38.00	5,966.00	5,966.00	0.00	5,966.00	100%	0.00	0.00
C1A30.	24" RCP CL III 570 LF @ $ 47.00	26,790.00	26,790.00	0.00	26,790.00	100%	0.00	0.00
C1A31.	30" RCP CL III 180 LF @ $ 61.00	10,980.00	10,980.00	0.00	10,980.00	100%	0.00	0.00
C1A32.	42" RCP CL III 182 LF @ $ 114.00	20,748.00	20,748.00	0.00	20,748.00	100%	0.00	0.00
C1A33.	48" RCP CL III 469 LF @ $ 147.00	68,943.00	68,943.00	0.00	68,943.00	100%	0.00	0.00
C1A34.	JUNCTION BOX 3 EA @ $ 4,500.00	13,500.00	13,500.00	0.00	13,500.00	100%	0.00	0.00
C1A35.	ROCK RIP RAP 270 SY @ $ 8.00	2,160.00	2,160.00	0.00	2,160.00	100%	0.00	0.00
C1A36.	10' CURB INLET 11 EA @ $ 2,950.00	32,450.00	32,450.00	0.00	32,450.00	100%	0.00	0.00
C1A37.	42" SLOPING HEADWALL 1 EA @ $ 2,600.00	2,600.00	2,600.00	0.00	2,600.00	100%	0.00	0.00
C1A38.	SLOPING CATCH BASIN 1 LS @ $ 4,500.00	4,500.00	4,500.00	0.00	4,500.00	100%	0.00	0.00
C1A39.	3' FLAT BOTTOM CHANNEL 220 LF @ $ 18.00	3,960.00	3,960.00	0.00	3,960.00	100%	0.00	0.00
C1A40.	6' FLAT BOTTOM CHANNEL 392 LF @ $ 49.00	19,208.00	19,208.00	0.00	19,208.00	100%	0.00	0.00
C1A41.	RAISE MANHOLE 3 EA @ $ 350.00	1,050.00	1,050.00	0.00	1,050.00	100%	0.00	0.00
C1A42.	TRENCH SAFETY 1,558 LF @ $ .30	467.40	467.40	0.00	467.40	100%	0.00	0.00
	DRAINAGE IMP CONTRACT AMT	213,322.40						
	Totals for Previous Estimates		213,322.40		213,322.40		0.00	21,332.24
	Totals for this Estimate			0.00	0.00		0.00	0.00

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			WORK COMPLETED		TOTAL			
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	COMPLETED TO DATE (D + E)	% (F / C)	BALANCE TO FINISH (C - F)	RETAINAGE
	DRY UTILITY IMPROVEMENTS							
C1A43.	STREET LIGHTS W/ CONDUIT & WIRE 4 EA @ $ 2,050.00	8,200.00	8,200.00	0.00	8,200.00	100%	0.00	0.00
C1A44.	ELECTRIC IMPROVEMENTS 1 LS @ $ 60,567.00	60,567.00	60,567.00	0.00	60,567.00	100%	0.00	0.00
C1A45.	GAS IMPROVEMENTS 1 LS @ $ 40,415.00	40,415.00	40,415.00	0.00	40,415.00	100%	0.00	0.00
	DRY UTILITY IMP CONTRACT AMT	109,182.00						
	Totals for Previous Estimates		109,182.00		109,182.00		0.00	10,918.20
	Totals for this Estimate			-	0.00		0.00	0.00
	EROSION CONTROL IMPROVEMENTS							
C1A46.	SILT FENCE 1,300 LF @ $ 2.00	2,600.00	2,600.00	0.00	2,600.00	100%	0.00	0.00
C1A47.	STABILIZED CONST ENTRANCE 2 EA @ $ 1,200.00	2,400.00	2,400.00	0.00	2,400.00	100%	0.00	0.00
C1A48.	INLET PROTECTION 11 EA @ $ 75.00	825.00	825.00	0.00	825.00	100%	0.00	0.00
C1A49.	ROCK BERM 50 LF @ $ 18.00	900.00	900.00	0.00	900.00	100%	0.00	0.00
C1A50.	REVEGTATION ROW 3,200 SY @ $ .60	1,920.00	1,920.00	0.00	1,920.00	100%	0.00	0.00
	EROSION CONTROL CONTRACT AMT	8,645.00						
	Totals for Previous Estimates		8,645.00		8,645.00		0.00	864.50
	Totals for this Estimate			-	0.00		0.00	0.00

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ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	TOTAL COMPLETED TO DATE (D + E)	% (F / C)	BALANCE TO FINISH (C - F)	RETAINAGE
	LOT GRADING IMPROVEMENTS							
C1A51.	LOT GRADING INC CLEARING 1 LS @ $ 49,100.00	49,100.00	49,100.00	0.00	49,100.00	100%	0.00	0.00
	LOT GRADING IMP CONTRACT AMT	49,100.00						
	Totals for Previous Estimates		49,100.00		49,100.00		0.00	4,910.00
	Totals for this Estimate			-	0.00		0.00	0.00
	MISCELLANEOUS							
C1A52.	P&P BONDS 1 LS @ $ 11,220.00	11,220.00	11,220.00	0.00	11,220.00	100%	0.00	0.00
	MISC IMP CONTRACT AMT	11,220.00						
	Totals for Previous Estimates		11,220.00		11,220.00		0.00	1,122.00
	Totals for this Estimate			0.00	0.00		0.00	0.00

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	CHANGE ORDER TWO FOR 2B							
	WASTEWATER IMPROVEMENTS							
C2A6.	DROP MANHOLE CONNECTION 1 LS @ $ 1,750.00	1,750.00	1,750.00	0.00	1,750.00	100%	0.00	0.00
	STREET/LOT IMPROVEMENTS							
C2A7.	CLEAR TREES FROM LOT 1 LS @ $ 13,275.00	13,275.00	13,275.00	0.00	13,275.00	100%	0.00	0.00
	FUTURE STREET/LOT IMPROVEMENTS							
C2A8.	CLEAR,GRUB,LOTS AS DIRECTED 1 LS @ $ 11,100.00	11,100.00	11,100.00	0.00	11,100.00	100%	0.00	0.00
C2A9.	DRILL SEED FILL AREA 1 LS @ $ 4,500.00	4,500.00	4,500.00	0.00	4,500.00	100%	0.00	0.00
	CHANGE ORDER FOUR FOR 2B							
	FUTURE STREET/LOT IMPROVEMENTS							
C3D1.	CLEAR,GRUB,LOTS AS DIRECTED 1 LS @ $ -1,665.00	-1,665.00	-1,665.00	0.00	-1,665.00	100%	0.00	0.00
C3D2.	DRILL SEED FILL AREA 1 LS @ $ -2,625.00	-2,625.00	-2,625.00	0.00	-2,625.00	100%	0.00	0.00
	CHANGE ORDER TWO AND THREE	26,335.00						
	Totals for Previous Estimates		26,335.00		26,335.00		0.00	2,633.50
	Totals for this Estimate			0.00	0.00		0.00	0.00

TO: CONTINENTAL HOMES OF AUSTIN, LP

FROM: ROGERS CONSTRUCTION COMPANY, LTD.

JOB: HAZELWOOD PHASE 2A

ESTIMATE: EIGHT AND FINAL

DATE: September 3, 2013

ENGINEER: Pape Dawson

	Contract Amt	Previous App	This App	Completed to Date		Bal to Finish	Retainage
SECTION 2A							
WATER IMPROVEMENT TOTALS	174,691.60	174,691.60	0.00	174,691.60	100%	0.00	0.00
WASTEWATER IMPROVEMENT TOTALS	186,590.15	186,590.15	0.00	186,590.15	100%	0.00	0.00
STREET IMPROVEMENT TOTALS	290,116.25	290,116.25	0.00	290,116.25	100%	0.00	0.00
DRAINAGE IMPROVEMENT TOTALS	269,865.70	269,865.70	0.00	269,865.70	100%	0.00	0.00
DRY UTILITY IMPROVEMENT TOTALS	183,750.00	183,750.00	0.00	183,750.00	100%	0.00	0.00
EROSION CONTROL IMPROVEMENT TOTALS	16,945.00	16,945.00	0.00	16,945.00	100%	0.00	0.00
MISCELLANEOUS IMPROVEMENTS TOTALS	17,000.00	17,000.00	0.00	17,000.00	100%	0.00	0.00
CHANGE ORDER TWO AND THREE	56,751.00	56,751.00	0.00	56,751.00	100%	0.00	0.00
SUB TOTAL	1,195,709.70	1,195,709.70	0.00	1,195,709.70		0.00	0.00
SECTION 2B							
CHANGE ORDER ONE							
WATER IMPROVEMENT TOTALS	105,699.60	105,699.60	0.00	105,699.60	100%	0.00	0.00
WASTEWATER IMPROVEMENT TOTALS	88,323.70	88,323.70	0.00	88,323.70	100%	0.00	0.00
STREET IMPROVEMENT TOTALS	168,742.30	168,742.30	0.00	168,742.30	100%	0.00	0.00
DRAINAGE IMPROVEMENT TOTALS	213,322.40	213,322.40	0.00	213,322.40	100%	0.00	0.00
DRY UTILITY IMPROVEMENT TOTALS	109,182.00	109,182.00	0.00	109,182.00	100%	0.00	0.00
EROSION CONTROL IMPROVEMENT TOTALS	8,645.00	8,645.00	0.00	8,645.00	100%	0.00	0.00
LOT GRADING IMPROVEMENTS	49,100.00	49,100.00	0.00	49,100.00	100%	0.00	0.00
MISCELLANEOUS IMPROVEMENTS TOTALS	11,220.00	11,220.00	0.00	11,220.00	100%	0.00	0.00
CHANGE ORDER TWO AND FOUR	26,335.00	26,335.00	0.00	26,335.00	100%	0.00	0.00
SUB TOTALS	780,570.00	780,570.00	0.00	780,570.00		0.00	0.00
TOTAL FOR ALL	1,976,279.70	1,976,279.70	-	1,976,279.70		-	-

FINAL BILLS PAID AFFIDAVIT
AND WAIVER OF LIEN

STATE OF TEXAS
COUNTY OF WILLIAMSON

Date: Sept 3, 2013

Owner: DR Horton

Contractor/Material
Provider ("Affiant"): Rogers Construction Company Ltd.

Project : Hazlewood Phase 2A & 2B

This is to acknowledge and certify that Affiant has completed the construction of all improvements for the project noted above and that they have been paid in full for all labor and material provided to the above-noted construction project, and acknowledge and certify that Affiant, and all of his or its agents, employees, successors, assigns, subsidiaries, and legal representatives will and do release and waive all Mechanic's liens, or similar lien rights, which have or might arise as a result of the Affiant's or Affiant's agents' or employees' providing labor and materials to the above-noted project pursuant to the Contract.

In addition to the foregoing, Affiant acknowledges and certifies that Affiant has paid all laborers, subcontractors, materialmen, and all other persons or parties who have provided labor or materials through, for, or on behalf of the Affiant to the above-noted construction project.

Affiant indemnifies and holds Owner harmless from any liens, debts or obligations which arise as a result of labor or materials provided by or through Affiant to the project through the date set out above. Affiant further indemnifies and holds harmless all real property on which the improvements were constructed and all interests in such property, including leasehold interests, from any liens, debts, or obligations arising from any labor or materials provided by or through Affiant to the project through the date set out above.

SUBSCRIBED AND SWORN TO BY Affiant on this 3rdy of Sept , 2013

AFFIANT: **Rogers Construction Company Ltd.**
A Texas Limited Partnership
By: RKZ Management LLC
A Texas limited Liability Company

Signature: _____

Typed Name: Pete Kargakos

Title: Vice President

Initialed: _____

STATE OF TEXAS

COUNTY OF Williamson

BEFORE ME the undersigned authority on this day personally appeared Pete Kargakos, known to me to be the person noted above, and acknowledged to me the following: that he/she executed the foregoing for the purpose and consideration therein expressed, in the capacity therein stated, and as the duly authorized act and deed of the party releasing and waiving the lien therein; and that every statement therein is within his/her knowledge and is true and correct.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 3rd day of Sept, 2013.

[S E A L]

HEATHER JIMENEZ
NOTARY PUBLIC STATE OF TEXAS
COMMISSION EXPIRES:
03-12-2014

Heather Jimenez
Notary in and for the State of Texas

Name: Heather Jimenez

My commission expires: March 12, 2014

Initialed: _____

PAPE-DAWSON ENGINEERS

LAND DEVELOPMENT ENVIRONMENTAL TRANSPORTATION WATER RESOURCES SURVEYING

ENGINEER'S CONCURRENCE
FOR
PROJECT ACCEPTANCE

PROJECT: Hazlewood Subdivision Phase 2B
Water, Wastewater, Drainage and Paving Facilities

Date: September 4, 2013

Owner's Name and Address

Continental Homes of Texas, L.P.
(a Texas Limited Partnership)
By: CHTEX of Texas, Inc.
(a Delaware Corporation)
Its General Partner
10700 Pecan Park Blvd, Ste 400
Austin, Texas 78750

Consultant Engineer's Name and Address

Pape-Dawson Engineers, Inc.
7800 Shoal Creek Blvd., Suite 220 West
Austin, Texas 78757

On August 29, 2013, I, the undersigned Professional Engineer in the State of Texas, or my representative, met with representatives of the City of Leander and the Project Contractor and made a visual inspection of the above referenced project. No discrepancies in approved construction plans or deficiencies in construction were visible or brought to my attention by the parties at the meeting except those listed below. I, therefore, recommend acceptance of this project by the City of Leander once the following listed items are corrected to the satisfaction of the City of Leander.

Punchlist items have been completed.

(SEAL)

Signature

James A. Huffcut, Jr., P.E.
Typed Name

55253
Texas Registration No.

MAINTENANCE BOND
Subdivision Improvements

Bond #1012998-B

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that Rogers Construction Company, Ltd. . as Principal, whose address is PO Drawer 1136, Georgetown, Texas 78627 and The Hanover Insurance Company a Corporation organized under the laws of the State of New Hampshire , and duly authorized to do business in the State of Texas, as Surety, are held and firmly bound unto the City of Leander, Texas as Obligee, in the penal sum of Fifty Eight Thousand, Six Hundred Forty Eight & 30/100-- Dollars ($58,648.30) to which payment will and truly to be made we do bind ourselves, our and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal has constructed Hazlewood Subdivision Phase 2B; Water, Wastewater, Streets, Drainage, Erosion Control and Dry Utility Improvements to include Trench Backfill (*insert description of subdivision improvements*) (the "improvements") pursuant to the ordinances of the Obligee, which ordinances are hereby expressly made a part hereof as though the same were written and embodied herein;

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

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

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

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 4th day of September, 2013.

Rogers Construction Company, Ltd.	The Hanover Insurance Company
Principal	Surety
By:	By:
Title: Pete Kargakos, Vice-President	Title: Linda K Edwards, Atty-in-Fact
Address: PO Drawer 1136	Address: 440 Lincoln Street
Georgetown, TX 78627	Worcester, MA 01653

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

Summit Global Partners of Texas, Inc. dba USI Southwest

7600-B N Capital of Texas Highway, Suite 200, Austin, TX 78731

(Seal)

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWERS OF ATTORNEY
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

Linda K. Edwards, Robert C. Fricke, Cynthia Giesen, Douglas J. Wealty and/or Wesley M. Pitts

of **Austin, TX** and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated

any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

Any such obligations in the United States, not to exceed Twenty Million and No/100 ($20,000,000) in any single instance

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this **28th** day of **October 2011**.

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Robert Thomas, Vice President

Mark Fitzgerald, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this **28th** day of **October 2011** before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.

BARBARA A. GARLICK
Notary Public
Commonwealth of Massachusetts
My Commission Expires Sept. 21, 2018

Barbara A. Garlick, Notary Public
My Commission Expires September 21, 2018

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 4th day of September 2013.

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Glenn Margosian, Vice President

The Hanover Insurance Company | 440 Lincoln Street, Worcester, MA 01653
Citizens Insurance Company of America | 645 West Grand River Avenue, Howell, MI 48843
Massachusetts Bay Insurance Company | 440 Lincoln Street, Worcester, MA 01653

COMPLAINT NOTICE - TEXAS

**FOR INFORMATION, OR
TO MAKE A COMPLAINT, CALL:
1-800-252-3439**

**PARA INFORMACION, O
PARA HACER UNA QUEJA, HABLE:
1-800-252-3439**

COMPLAINT NOTICE – TEXAS

Should any dispute arise about your premium or about a claim that you have filed, contact the agent or write to the company that issued the policy, bond or certificate. If the problem is not resolved, you may also write the State Board of Insurance, P.O. Box 149091, Austin, Texas 78714-9091. FAX# (512) 475-1771. This notice of complaint procedure is for information only and does not become a part or condition of this policy, bond or certificate.

Construction Contract Summary
Hazlewood Subdivision
Phase 2B

Final Pay Application (8/30/13)
Rogers Construction

Prepared By: **8/30/2013**
Dustin Goss, PE
Pape-Dawson Engineers, Inc.
TBPE Firm Reg #470

	Original Contract Amount	CO#1	CO#2	CO#4	Final
Streets	$ -	$ 168,742.30			$ 168,742.30
Drainage	$ -	$ 213,322.40			$ 213,322.40
WQ/Detention	$ -	$ -			$ -
Water	$ -	$ 105,699.60			$ 105,699.60
WW	$ -	$ 88,323.70	$ 1,750.00		$ 90,073.70
ESC	$ -	$ 8,645.00			$ 8,645.00
**Electric*	$ -	$ 68,767.00			$ 68,767.00
**Gas*	$ -	$ 40,415.00			$ 40,415.00
**Lots*	$ -	$ 49,100.00	$ 28,875.00	$ (4,290.00)	$ 73,685.00
**P&P Bond*	$ -	$ 11,220.00			$ 11,220.00
Total	$ -	$ 754,235.00	$ 30,625.00	$ (4,290.00)	$ 780,570.00
Total w/excld	**$ -**	**$ 584,733.00**	**$ 1,750.00**	**$ -**	**$ 586,483.00**

****Note: Dry Utilities, Lot Improvements and P&P Bond are excluded from Construction Summary total and Maintenance Bond amount.***

APPLICATION AND CERTIFICATE FOR PAYMENT

TO: Continental Homes of Austin, L.P.
A Texas Limited Partnership
d/b/a/ DR HORTON CO.
10700 PECAN PARK BLVD
SUITE 400
Austin, Texas 78750

PROJECT: PAVING, DRAINAGE, WATER, WASTEWATER, WATER QUALITY/DETENTION, EROSION CONTROL AND DRY UTILITIES
JOB #885

PERIOD TO: Sep 03, 2013

FROM: Rogers Construction Company, LTD.
P.O. Drawer 1136
Georgetown, Texas 78627-1136

CONTRACT DATE: 9/24/2012

CONTRACT FOR: HAZELWOOD, PHASE 2A & 2B

INVOICE NO: EIGHT AND FINAL

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY				
Change Orders approved in previous months by Owner			ADDITIONS	DEDUCTIONS
		Total	$ 0.00	$ 0.00
Approved This Month				
Number	Date Approved			
ONE	3-26-13	CHANGE ORDER ONE	754,235.00	
TWO	6-24-13	CHANGE ORDER TWO	97,880.00	
THREE	8-28-13	CHANGE ORDER THREE		10,504.00
FOUR	8-28-13	CHANGE ORDER FOUR		4,290.00
		Totals	852,115.00	14,794.00
Net change by Change Orders				837,321.00

Application is made for Payment, as shown below, in connection with the Contract.

	SECTION 2A	SECTION 2B	TOTAL
1. ORIGINAL CONTRACT SUM	$ 1,138,958.70	$ 0.00	1,138,958.70
2. Net change by Change orders	$ 56,751.00	$ 780,570.00	837,321.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	$ 1,195,709.70	$ 780,570.00	1,976,279.70
4. TOTAL COMPLETED & STORED TO DATE	$ 1,195,709.70	$ 780,570.00	1,976,279.70
5. RETAINAGE:			
6. a. 0 % of Completed New work $ 0.00 Total Retainage	$ 0.00	$ 0.00	0.00
7. TOTAL EARNED LESS RETAINAGE	$ 1,195,709.70	$ 780,570.00	1,976,279.70
8. LESS PAYMENT FOR PREVIOUS ESTIMATE	$ 1,076,138.73	$ 702,513.00	1,778,651.73
9. CURRENT PAYMENT DUE	$ 119,570.97	$ 78,057.00	197,627.97
10. BALANCE TO FINISH, PLUS RETAINAGE	$ 0.00	$ 0.00	0.00

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

CONTRACTOR:
ROGERS CONSTRUCTION COMPANY, LTD. ATexas Limited Partnership
BY: RKZ MANAGEMENT LLC, A Texas Limited Liability Company

By: _____ Sep 03, 2013
Pete Kargakos, Vice President — Date

State of Texas County of Williamson

Subscribed and sworn to before me this 3rd day of Septen~~ber~~, 2013.

Notary Public: Heather Jimenez

My Commission expires: March 12, 2014

HEATHER JIMENEZ
NOTARY PUBLIC STATE OF TEXAS
COMMISSION EXPIRES:
03-12-2014

ENGINEER'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED.....SECTION 2A $ 119,570.97

AMOUNT CERTIFIED.....SECTION 2B $ 78,057.00

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

ENGINEER: Pape Dawson

By: _____ Date: 9/5/13

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

CONTINUATION SHEET

APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

INVOICE NO.: EIGHT AND FINAL

INVOICE DATE: Sep 03, 2013

PERIOD TO: Sep 03, 2013

In tabulations below, amounts are stated to the nearest dollar. Use Column H on Contracts where variable retainage for line items may apply.

A	B	C	D	E	F		G	H
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	TOTAL COMPLETED TO DATE (D + E)	% (F / C)	BALANCE TO FINISH (C - F)	RETAINAGE
	WATER IMPROVEMENTS							
1.	8" PVC C-900 2,852 LF @ $ 30.50	86,986.00	86,986.00	0.00	86,986.00	100%	0.00	0.00
2.	8" GATE VALVE & BOX 15 EA @ $ 1,160.00	17,400.00	17,400.00	0.00	17,400.00	100%	0.00	0.00
3.	FIRE HYD ASSY 6 EA @ $ 4,000.00	24,000.00	24,000.00	0.00	24,000.00	100%	0.00	0.00
4.	DOUBLE WATER SERVICE 29 EA @ $ 1,200.00	34,800.00	34,800.00	0.00	34,800.00	100%	0.00	0.00
5.	SINGLE WATER SERVICE 5 EA @ $ 1,200.00	6,000.00	6,000.00	0.00	6,000.00	100%	0.00	0.00
6.	8" WET CONNECTION 3 EA @ $ 500.00	1,500.00	1,500.00	0.00	1,500.00	100%	0.00	0.00
7.	RAISE VALVES 21 EA @ $ 150.00	3,150.00	3,150.00	0.00	3,150.00	100%	0.00	0.00
8.	TRENCH SAFETY 2,852 LF @ $ .30	855.60	855.60	0.00	855.60	100%	0.00	0.00
	WATER IMP CONTRACT AMT	174,691.60						
	Totals for Previous Estimates		**174,691.60**		**174,691.60**		**8,160.00**	**17,469.16**
	Total for this Estimate			**0.00**	**0.00**		**0.00**	**0.00**

CONTINUATION SHEET

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INVOICE DATE: Sep 03, 2013

PERIOD TO: Sep 03, 2013

A	B	C	D	E	F		G	H
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	TOTAL COMPLETED TO DATE (D + E)	% (F / C)	BALANCE TO FINISH (C - F)	RETAINAGE
	WASTEWATER IMPROVEMENTS							
9.	8" SDR 26 WW LINE 0-8' 1,427 LF @ $ 32.20	45,949.40	45,949.40	0.00	45,949.40	100%	0.00	0.00
10.	8" SDR 26 WW LINE 8-12' 975 LF @ $ 42.85	41,778.75	41,778.75	0.00	41,778.75	100%	0.00	0.00
11.	STD WW WATER MANHOLE 13 EA @ $ 3,420.00	44,460.00	44,460.00	0.00	44,460.00	100%	0.00	0.00
12.	DOUBLE WW SERVICE 27 EA @ $ 1,540.00	41,580.00	41,580.00	0.00	41,580.00	100%	0.00	0.00
13.	SINGLE WW SERVICE 4 EA @ $ 1,340.00	5,360.00	5,360.00	0.00	5,360.00	100%	0.00	0.00
14.	RAISE MANHOLES 13 EA @ $ 350.00	4,550.00	4,550.00	0.00	4,550.00	100%	0.00	0.00
15.	ADJ EXISTING MANHOLE 1 EA @ $ 510.00	510.00	510.00	0.00	510.00	100%	0.00	0.00
16.	TRENCH SAFETY 2,402 LF @ $ 1.00	2,402.00	2,402.00	0.00	2,402.00	100%	0.00	0.00
	WASTEWATER IMP CONTRACT AMT	186,590.15						
	Totals for Previous Estimates		**186,590.15**		**186,590.15**		**8,892.00**	**18,659.02**
	Total for this Estimate			**0.00**	**0.00**		**0.00**	**0.00**

CONTINUATION SHEET

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INVOICE NO.: EIGHT AND FINAL

INVOICE DATE: Sep 03, 2013

PERIOD TO: Sep 03, 2013

A		C	D	E	F		G	H
ITEM NO.		SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	TOTAL COMPLETED TO DATE (D + E)	% (F / C)	BALANCE TO FINISH (C - F)	RETAINAGE
	STREET IMPROVEMENTS							
17.	EXCAVATION ROW TO ROW 15,410 SY @ $ 2.50	38,525.00	38,525.00	0.00	38,525.00	100%	0.00	0.00
18.	SUBGRADE PREP 10,662 SY @ $ 1.15	12,261.30	12,261.30	0.00	12,261.30	100%	0.00	0.00
19.	8" BASE MATERIAL 10,662 SY @ $ 6.75	71,968.50	71,968.50	0.00	71,968.50	100%	0.00	0.00
20.	1.5" HMAC PAVEMENT 8,300 SY @ $ 8.40	69,720.00	69,720.00	0.00	69,720.00	100%	0.00	0.00
21.	CURB & GUTTER 5,013 LF @ $ 12.65	63,414.45	63,414.45	0.00	63,414.45	100%	0.00	0.00
22.	CONCRETE VALLEY GUTTER 2 EA @ $ 3,300.00	6,600.00	6,600.00	0.00	6,600.00	100%	0.00	0.00
23.	4'-4" SIDEWALK 293 LF @ $ 14.00	4,102.00	4,102.00	0.00	4,102.00	100%	0.00	0.00
24.	PEDESTRIAN RAMP 18 EA @ $ 950.00	17,100.00	17,100.00	0.00	17,100.00	100%	0.00	0.00
25.	BARRICADE 4 EA @ $ 950.00	3,800.00	3,800.00	0.00	3,800.00	100%	0.00	0.00
26.	TRAFFIC SIGNAGE/STRIPING 5 LS @ $ 525.00	2,625.00	2,625.00	0.00	2,625.00	100%	0.00	0.00
	STREET IMP CONTRACT AMT	290,116.25						
	Totals for Previous Estimates		**290,116.25**		**290,116.25**		**6,425.00**	**29,011.63**
	Totals for this Estimate			**0.00**	**0.00**		**0.00**	**0.00**

CONTINUATION SHEET

APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

In tabulations below, amounts are stated to the nearest dollar. Use Column H on Contracts where variable retainage for line items may apply.

INVOICE NO.: EIGHT AND FINAL

INVOICE DATE: Sep 03, 2013

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A		C	D	E	F		G	H
ITEM NO.		SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	TOTAL COMPLETED TO DATE (D + E)	% (F / C)	BALANCE TO FINISH (C - F)	RETAINAGE
	DRAINAGE IMPROVEMENTS							
27.	18" RCP CL III 264 LF @ $ 38.00	10,032.00	10,032.00	0.00	10,032.00	100%	0.00	0.00
28.	24" RCP CL III 885 LF @ $ 47.00	41,595.00	41,595.00	0.00	41,595.00	100%	0.00	0.00
29.	30" RCP CL III 290 LF @ $ 61.00	17,690.00	17,690.00	0.00	17,690.00	100%	0.00	0.00
30.	36" RCP CL III 695 LF @ $ 87.50	60,812.50	60,812.50	0.00	60,812.50	100%	0.00	0.00
31.	42" RCP CL III 330 LF @ $ 114.00	37,620.00	37,620.00	0.00	37,620.00	100%	0.00	0.00
32.	JUNCTION BOX 4 EA @ $ 3,800.00	15,200.00	15,200.00	0.00	15,200.00	100%	0.00	0.00
33.	ROCK RIP RAP 501 SY @ $ 8.00	4,008.00	4,008.00	0.00	4,008.00	100%	0.00	0.00
34.	10' CURB INLET 14 EA @ $ 2,950.00	41,300.00	41,300.00	0.00	41,300.00	100%	0.00	0.00
35.	42" SLOPING HEADWALL 1 EA @ $ 2,600.00	2,600.00	2,600.00	0.00	2,600.00	100%	0.00	0.00
36.	42" STD HEADWALL 1 EA @ $ 4,700.00	4,700.00	4,700.00	0.00	4,700.00	100%	0.00	0.00
37.	REMOVE EXIST 4X4 INLET & 42" HDW 1 LS @ $ 750.00	750.00	750.00	0.00	750.00	100%	0.00	0.00
38.	2' FLAT BOTTOM CHANNEL 246 LF @ $ 10.00	2,460.00	2,460.00	0.00	2,460.00	100%	0.00	0.00

CONTINUATION SHEET

APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

INVOICE NO.: EIGHT AND FINAL

INVOICE DATE: Sep 03, 2013

In tabulations below, amounts are stated to the nearest dollar. Use Column H on Contracts where variable retainage for line items may apply.

PERIOD TO: Sep 03, 2013

A	B	C	D	E	F		G	H
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	TOTAL COMPLETED TO DATE (D + E)	% (F / C)	BALANCE TO FINISH (C - F)	RETAINAGE
39.	6' FLAT BOTTOM CHANNEL 591 LF @ $ 49.00	28,959.00	28,959.00	0.00	28,959.00	100%	0.00	0.00
40.	RAISE MANHOLE 4 EA @ $ 350.00	1,400.00	1,400.00	0.00	1,400.00	100%	0.00	0.00
41.	TRENCH SAFETY 2,464 LF @ $ .30	739.20	739.20	0.00	739.20	100%	0.00	0.00
	DRAINAGE IMP CONTRACT AMT	269,865.70						
	Totals for Previous Estimates		**269,865.70**		**269,865.70**		**0.00**	**26,986.57**
	Totals for this Estimate			**0.00**	**0.00**		**0.00**	**0.00**
	DRY UTILITY IMPROVEMENTS							
42.	STREET LIGHTS W/ CONDUIT & WIRE 8 EA @ $ 2,050.00	16,400.00	16,400.00	0.00	16,400.00	100%	0.00	0.00
43.	ELECTRIC IMPROVEMENTS 1 LS @ $ 100,350.00	100,350.00	100,350.00	0.00	100,350.00	100%	0.00	0.00
44.	GAS IMPROVEMENTS 1 LS @ $ 67,000.00	67,000.00	67,000.00	0.00	67,000.00	100%	0.00	0.00
	DRY UTILITY IMP CONTRACT AMT	183,750.00						
	Totals for Previous Estimates		**183,750.00**		**183,750.00**		**0.00**	**18,375.00**
	Totals for this Estimate			-	**0.00**		-	**0.00**

CONTINUATION SHEET

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INVOICE NO.: EIGHT AND FINAL

INVOICE DATE: Sep 03, 2013

PERIOD TO: Sep 03, 2013

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	EROSION CONTROL IMPROVEMENTS							
45.	SILT FENCE 4,130 LF @ $ 2.00	8,260.00	8,260.00	0.00	8,260.00	100%	0.00	0.00
46.	STABILIZED CONST ENTRANCE 2 EA @ $ 1,200.00	2,400.00	2,400.00	0.00	2,400.00	100%	0.00	0.00
47.	INLET PROTECTION 15 EA @ $ 75.00	1,125.00	1,125.00	0.00	1,125.00	100%	0.00	0.00
48.	ROCK BERM 60 LF @ $ 18.00	1,080.00	1,080.00	0.00	1,080.00	100%	0.00	0.00
49.	REVEGTATION ROW/EASEMENT 6,800 SY @ $ .60	4,080.00	4,080.00	0.00	4,080.00	100%	0.00	0.00
	EROSION CONTROL IMP CONTRACT AMT	16,945.00						
	Totals for Previous Estimates		**16,945.00**		**16,945.00**		**4,080.00**	**1,694.50**
	Totals for this Estimate			-	**0.00**		**0.00**	**0.00**
	MISCELLANEOUS							
50.	P&P BONDS 1 LS @ $ 17,000.00	17,000.00	17,000.00	0.00	17,000.00	100%	0.00	0.00
	MISC IMP CONTRACT AMT	17,000.00						
	Totals for Previous Estimates		**17,000.00**		**17,000.00**		**0.00**	**0.00**
	Totals for this Estimate			**0.00**	**0.00**		**0.00**	**0.00**

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	CHANGE ORDER TWO FOR 2A							
	DRAINAGE IMPROVEMENTS							
C2D1.	FLAT BOTTOM CHANNEL DELETE 150 LF @ $ 49.00	-7,350.00	-7,350.00	0.00	-7,350.00	100%	0.00	0.00
C2A2.	42" RCP CL III ADD 150 LF @ $ 114.00	17,100.00	17,100.00	0.00	17,100.00	100%	0.00	0.00
	STREET/LOT IMPROVEMENTS							
C2A3.	CLEAR TREES FROM LOT 1 LS @ $ 10,720.00	10,720.00	10,720.00	0.00	10,720.00	100%	0.00	0.00
	FUTURE STREET/LOT IMPROVEMENTS							
C2A4.	CLEAR,GRUB,LOTS AS DIRECTED 1 LS @ $ 33,285.00	33,285.00	33,285.00	0.00	33,285.00	100%	0.00	0.00
C2A5.	DRILL SEED FILL AREA 1 LS @ $ 13,500.00	13,500.00	13,500.00	0.00	13,500.00	100%	0.00	0.00
	CHANGE ORDER THREE FOR 2A							
	FUTURE STREET/LOT IMPROVEMENTS							
C3D1.	CLEAR,GRUB,LOTS AS DIRECTED 1 LS @ $ -3,329.00	-3,329.00	-3,329.00	0.00	-3,329.00	100%	0.00	0.00
C3D2.	DRILL SEED FILL AREA 1 LS @ $ -7,425.00	-7,425.00	-7,425.00	0.00	-7,425.00	100%	0.00	0.00
C3D3.	BARRICADES 2 EA @ $ -950.00	-1,900.00	-1,900.00	0.00	-1,900.00	100%	0.00	0.00
	DRY UTILITIES IMPROVEMENTS							
C3A4.	3" CONDUIT, PULL & WARN TAPE ON RONALD REAGAN ROW 1 LS @ $ 2,150.00	2,150.00	2,150.00	0.00	2,150.00	100%	0.00	0.00
	CHANGE ORDER TWO AND THREE	56,751.00						
	Totals for Previous Estimates		56,751.00		56,751.00		6,325.00	5,675.10
	Totals for this Estimate			0.00	0.00		0.00	0.00

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	CHANGE ORDER ONE							
	WATER IMPROVEMENTS							
C1A1.	8" PVC C-900 1,812 LF @ $ 30.50	55,266.00	55,266.00	0.00	55,266.00	100%	0.00	0.00
C1A2.	8" GATE VALVE & BOX 9 EA @ $ 1,160.00	10,440.00	10,440.00	0.00	10,440.00	100%	0.00	0.00
C1A3.	FIRE HYD ASSY 2 EA @ $ 4,000.00	8,000.00	8,000.00	0.00	8,000.00	100%	0.00	0.00
C1A4.	DOUBLE WATER SERVICE 16 EA @ $ 1,200.00	19,200.00	19,200.00	0.00	19,200.00	100%	0.00	0.00
C1A5.	SINGLE WATER SERVICE 5 EA @ $ 1,200.00	6,000.00	6,000.00	0.00	6,000.00	100%	0.00	0.00
C1A6.	8" WET CONNECTION 2 EA @ $ 500.00	1,000.00	1,000.00	0.00	1,000.00	100%	0.00	0.00
C1A7.	2" BLOW OFF 2 EA @ $ 1,800.00	3,600.00	3,600.00	0.00	3,600.00	100%	0.00	0.00
C1A8.	RAISE VALVES 11 EA @ $ 150.00	1,650.00	1,650.00	0.00	1,650.00	100%	0.00	0.00
C1A9.	TRENCH SAFETY 1,812 LF @ $ .30	543.60	543.60	0.00	543.60	100%	0.00	0.00
	WATER IMP CONTRACT AMT	105,699.60						
	Totals for Previous Estimates		105,699.60		105,699.60		0.00	10,569.96
	Total for this Estimate			0.00	0.00		0.00	0.00

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	WASTEWATER IMPROVEMENTS							
C1A10.	8" SDR 26 WW LINE 0-8' 404 LF @ $ 32.20	13,008.80	13,008.80	0.00	13,008.80	100%	0.00	0.00
C1A11.	8" SDR 26 WW LINE 8-10' 634 LF @ $ 42.85	27,166.90	27,166.90	0.00	27,166.90	100%	0.00	0.00
C1A12.	STD WW WATER MANHOLE 5 EA @ $ 3,420.00	17,100.00	17,100.00	0.00	17,100.00	100%	0.00	0.00
C1A13.	DOUBLE WW SERVICE 12 EA @ $ 1,540.00	18,480.00	18,480.00	0.00	18,480.00	100%	0.00	0.00
C1A14.	SINGLE WW SERVICE 3 EA @ $ 1,340.00	4,020.00	4,020.00	0.00	4,020.00	100%	0.00	0.00
C1A15.	RAISE MANHOLES 5 EA @ $ 350.00	1,750.00	1,750.00	0.00	1,750.00	100%	0.00	0.00
C1A16.	CONNECT TO OFFSIDE MANHOLE 2 EA @ $ 750.00	1,500.00	1,500.00	0.00	1,500.00	100%	0.00	0.00
C1A17.	ADJ EXIST MANHOLE 6 EA @ $ 510.00	3,060.00	3,060.00	0.00	3,060.00	100%	0.00	0.00
C1A18.	END OF LINE CLEAN OUT 1 EA @ $ 1,200.00	1,200.00	1,200.00	0.00	1,200.00	100%	0.00	0.00
C1A19.	TRENCH SAFETY 1,038 LF @ $ 1.00	1,038.00	1,038.00	0.00	1,038.00	100%	0.00	0.00
	WASTEWATER IMP CONTRACT AMT	88,323.70						
	Totals for Previous Estimates		88,323.70		88,323.70		3,420.00	8,832.37
	Total for this Estimate			0.00	0.00		0.00	0.00

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	STREET IMPROVEMENTS							
C1A20.	EXCAVATION ROW TO ROW 9,440 SY @ $ 2.50	23,600.00	23,600.00	0.00	23,600.00	100%	0.00	0.00
C1A21.	SUBGRADE PREP 6,470 SY @ $ 1.15	7,440.50	7,440.50	0.00	7,440.50	100%	0.00	0.00
C1A22.	8" BASE MATERIAL 6,470 SY @ $ 6.75	43,672.50	43,672.50	0.00	43,672.50	100%	0.00	0.00
C1A23.	1.5" HMAC PAVEMENT 5,385 SY @ $ 8.40	45,234.00	45,234.00	0.00	45,234.00	100%	0.00	0.00
C1A24.	CURB & GUTTER 3,022 LF @ $ 12.65	38,228.30	38,228.30	0.00	38,228.30	100%	0.00	0.00
C1A25.	4'-4" SIDEWALK 303 LF @ $ 14.00	4,242.00	4,242.00	0.00	4,242.00	100%	0.00	0.00
C1A26.	PEDESTRIAN RAMP 2 EA @ $ 950.00	1,900.00	1,900.00	0.00	1,900.00	100%	0.00	0.00
C1A27.	BARRICADE 3 EA @ $ 950.00	2,850.00	2,850.00	0.00	2,850.00	100%	0.00	0.00
C1A28.	TRAFFIC SIGNAGE/STRIPING 3 EA @ $ 525.00	1,575.00	1,575.00	0.00	1,575.00	100%	0.00	0.00
	STREET IMP CONTRACT AMT	168,742.30						
	Totals for Previous Estimates		168,742.30		168,742.30		0.00	16,874.23
	Totals for this Estimate			0.00	0.00		0.00	0.00

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	DRAINAGE IMPROVEMENTS							
C1A29.	18" RCP CL III 157 LF @ $ 38.00	5,966.00	5,966.00	0.00	5,966.00	100%	0.00	0.00
C1A30.	24" RCP CL III 570 LF @ $ 47.00	26,790.00	26,790.00	0.00	26,790.00	100%	0.00	0.00
C1A31.	30" RCP CL III 180 LF @ $ 61.00	10,980.00	10,980.00	0.00	10,980.00	100%	0.00	0.00
C1A32.	42" RCP CL III 182 LF @ $ 114.00	20,748.00	20,748.00	0.00	20,748.00	100%	0.00	0.00
C1A33.	48" RCP CL III 469 LF @ $ 147.00	68,943.00	68,943.00	0.00	68,943.00	100%	0.00	0.00
C1A34.	JUNCTION BOX 3 EA @ $ 4,500.00	13,500.00	13,500.00	0.00	13,500.00	100%	0.00	0.00
C1A35.	ROCK RIP RAP 270 SY @ $ 8.00	2,160.00	2,160.00	0.00	2,160.00	100%	0.00	0.00
C1A36.	10' CURB INLET 11 EA @ $ 2,950.00	32,450.00	32,450.00	0.00	32,450.00	100%	0.00	0.00
C1A37.	42" SLOPING HEADWALL 1 EA @ $ 2,600.00	2,600.00	2,600.00	0.00	2,600.00	100%	0.00	0.00
C1A38.	SLOPING CATCH BASIN 1 LS @ $ 4,500.00	4,500.00	4,500.00	0.00	4,500.00	100%	0.00	0.00
C1A39.	3' FLAT BOTTOM CHANNEL 220 LF @ $ 18.00	3,960.00	3,960.00	0.00	3,960.00	100%	0.00	0.00
C1A40.	6' FLAT BOTTOM CHANNEL 392 LF @ $ 49.00	19,208.00	19,208.00	0.00	19,208.00	100%	0.00	0.00
C1A41.	RAISE MANHOLE 3 EA @ $ 350.00	1,050.00	1,050.00	0.00	1,050.00	100%	0.00	0.00
C1A42.	TRENCH SAFETY 1,558 LF @ $ .30	467.40	467.40	0.00	467.40	100%	0.00	0.00
	DRAINAGE IMP CONTRACT AMT	213,322.40						
	Totals for Previous Estimates		213,322.40		213,322.40		0.00	21,332.24
	Totals for this Estimate			0.00	0.00		0.00	0.00

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	DRY UTILITY IMPROVEMENTS							
C1A43.	STREET LIGHTS W/ CONDUIT & WIRE 4 EA @ $ 2,050.00	8,200.00	8,200.00	0.00	8,200.00	100%	0.00	0.00
C1A44.	ELECTRIC IMPROVEMENTS 1 LS @ $ 60,567.00	60,567.00	60,567.00	0.00	60,567.00	100%	0.00	0.00
C1A45.	GAS IMPROVEMENTS 1 LS @ $ 40,415.00	40,415.00	40,415.00	0.00	40,415.00	100%	0.00	0.00
	DRY UTILITY IMP CONTRACT AMT	109,182.00						
	Totals for Previous Estimates		109,182.00		109,182.00		0.00	10,918.20
	Totals for this Estimate				0.00		0.00	0.00
	EROSION CONTROL IMPROVEMENTS							
C1A46.	SILT FENCE 1,300 LF @ $ 2.00	2,600.00	2,600.00	0.00	2,600.00	100%	0.00	0.00
C1A47.	STABILIZED CONST ENTRANCE 2 EA @ $ 1,200.00	2,400.00	2,400.00	0.00	2,400.00	100%	0.00	0.00
C1A48.	INLET PROTECTION 11 EA @ $ 75.00	825.00	825.00	0.00	825.00	100%	0.00	0.00
C1A49.	ROCK BERM 50 LF @ $ 18.00	900.00	900.00	0.00	900.00	100%	0.00	0.00
C1A50.	REVEGTATION ROW 3,200 SY @ $ .60	1,920.00	1,920.00	0.00	1,920.00	100%	0.00	0.00
	EROSION CONTROL CONTRACT AMT	8,645.00						
	Totals for Previous Estimates		8,645.00		8,645.00		0.00	864.50
	Totals for this Estimate				0.00		0.00	0.00

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	LOT GRADING IMPROVEMENTS							
C1A51.	LOT GRADING INC CLEARING 1 LS @ $ 49,100.00	49,100.00	49,100.00	0.00	49,100.00	100%	0.00	0.00
	LOT GRADING IMP CONTRACT AMT	49,100.00						
	Totals for Previous Estimates		49,100.00		49,100.00		0.00	4,910.00
	Totals for this Estimate			0.00	0.00		0.00	0.00
	MISCELLANEOUS							
C1A52.	P&P BONDS 1 LS @ $ 11,220.00	11,220.00	11,220.00	0.00	11,220.00	100%	0.00	0.00
	MISC IMP CONTRACT AMT	11,220.00						
	Totals for Previous Estimates		11,220.00		11,220.00		0.00	1,122.00
	Totals for this Estimate			0.00	0.00		0.00	0.00

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	CHANGE ORDER TWO FOR 2B							
	WASTEWATER IMPROVEMENTS							
C2A6.	DROP MANHOLE CONNECTION 1 LS @ $ 1,750.00	1,750.00	1,750.00	0.00	1,750.00	100%	0.00	0.00
	STREET/LOT IMPROVEMENTS							
C2A7.	CLEAR TREES FROM LOT 1 LS @ $ 13,275.00	13,275.00	13,275.00	0.00	13,275.00	100%	0.00	0.00
	FUTURE STREET/LOT IMPROVEMENTS							
C2A8.	CLEAR,GRUB,LOTS AS DIRECTED 1 LS @ $ 11,100.00	11,100.00	11,100.00	0.00	11,100.00	100%	0.00	0.00
C2A9.	DRILL SEED FILL AREA 1 LS @ $ 4,500.00	4,500.00	4,500.00	0.00	4,500.00	100%	0.00	0.00
	CHANGE ORDER FOUR FOR 2B							
	FUTURE STREET/LOT IMPROVEMENTS							
C3D1.	CLEAR,GRUB,LOTS AS DIRECTED 1 LS @ $ -1,665.00	-1,665.00	-1,665.00	0.00	-1,665.00	100%	0.00	0.00
C3D2.	DRILL SEED FILL AREA 1 LS @ $ -2,625.00	-2,625.00	-2,625.00	0.00	-2,625.00	100%	0.00	0.00
	CHANGE ORDER TWO AND THREE	26,335.00						
	Totals for Previous Estimates		**26,335.00**		**26,335.00**		**0.00**	**2,633.50**
	Totals for this Estimate			**0.00**	**0.00**		**0.00**	**0.00**

TO: CONTINENTAL HOMES OF AUSTIN, LP

FROM: ROGERS CONSTRUCTION COMPANY, LTD.

JOB: HAZELWOOD PHASE 2A

DATE: September 3, 2013

ESTIMATE: EIGHT AND FINAL

ENGINEER: Pape Dawson

	Contract Amt	Previous App	This App	Completed to Date		Bal to Finish	Retainage
SECTION 2A							
WATER IMPROVEMENT TOTALS	174,691.60	174,691.60	0.00	174,691.60	100%	0.00	0.00
WASTEWATER IMPROVEMENT TOTALS	186,590.15	186,590.15	0.00	186,590.15	100%	0.00	0.00
STREET IMPROVEMENT TOTALS	290,116.25	290,116.25	0.00	290,116.25	100%	0.00	0.00
DRAINAGE IMPROVEMENT TOTALS	269,865.70	269,865.70	0.00	269,865.70	100%	0.00	0.00
DRY UTILITY IMPROVEMENT TOTALS	183,750.00	183,750.00	0.00	183,750.00	100%	0.00	0.00
EROSION CONTROL IMPROVEMENT TOTALS	16,945.00	16,945.00	0.00	16,945.00	100%	0.00	0.00
MISCELLANEOUS IMPROVEMENTS TOTALS	17,000.00	17,000.00	0.00	17,000.00	100%	0.00	0.00
CHANGE ORDER TWO AND THREE	56,751.00	56,751.00	0.00	56,751.00	100%	0.00	0.00
SUB TOTAL	1,195,709.70	1,195,709.70	0.00	1,195,709.70		0.00	0.00
SECTION 2B							
CHANGE ORDER ONE							
WATER IMPROVEMENT TOTALS	105,699.60	105,699.60	0.00	105,699.60	100%	0.00	0.00
WASTEWATER IMPROVEMENT TOTALS	88,323.70	88,323.70	0.00	88,323.70	100%	0.00	0.00
STREET IMPROVEMENT TOTALS	168,742.30	168,742.30	0.00	168,742.30	100%	0.00	0.00
DRAINAGE IMPROVEMENT TOTALS	213,322.40	213,322.40	0.00	213,322.40	100%	0.00	0.00
DRY UTILITY IMPROVEMENT TOTALS	109,182.00	109,182.00	0.00	109,182.00	100%	0.00	0.00
EROSION CONTROL IMPROVEMENT TOTALS	8,645.00	8,645.00	0.00	8,645.00	100%	0.00	0.00
LOT GRADING IMPROVEMENTS	49,100.00	49,100.00	0.00	49,100.00	100%	0.00	0.00
MISCELLANEOUS IMPROVEMENTS TOTALS	11,220.00	11,220.00	0.00	11,220.00	100%	0.00	0.00
CHANGE ORDER TWO AND FOUR	26,335.00	26,335.00	0.00	26,335.00	100%	0.00	0.00
SUB TOTALS	780,570.00	780,570.00	0.00	780,570.00		0.00	0.00
TOTAL FOR ALL	1,976,279.70	1,976,279.70	-	1,976,279.70		-	-

FINAL BILLS PAID AFFIDAVIT
AND WAIVER OF LIEN

STATE OF TEXAS
COUNTY OF WILLIAMSON

Date: Sept 3, 2013

Owner: DR Horton

Contractor/Material
Provider ("Affiant"): Rogers Construction Company Ltd.

Project : Hazlewood Phase 2A & 2B

This is to acknowledge and certify that Affiant has completed the construction of all improvements for the project noted above and that they have been paid in full for all labor and material provided to the above-noted construction project, and acknowledge and certify that Affiant, and all of his or its agents, employees, successors, assigns, subsidiaries, and legal representatives will and do release and waive all Mechanic's liens, or similar lien rights, which have or might arise as a result of the Affiant's or Affiant's agents' or employees' providing labor and materials to the above-noted project pursuant to the Contract.

In addition to the foregoing, Affiant acknowledges and certifies that Affiant has paid all laborers, subcontractors, materialmen, and all other persons or parties who have provided labor or materials through, for, or on behalf of the Affiant to the above-noted construction project.

Affiant indemnifies and holds Owner harmless from any liens, debts or obligations which arise as a result of labor or materials provided by or through Affiant to the project through the date set out above. Affiant further indemnifies and holds harmless all real property on which the improvements were constructed and all interests in such property, including leasehold interests, from any liens, debts, or obligations arising from any labor or materials provided by or through Affiant to the project through the date set out above.

SUBSCRIBED AND SWORN TO BY Affiant on this 3rdy of Sept , 2013

AFFIANT: **Rogers Construction Company Ltd.**
A Texas Limited Partnership
By: RKZ Management LLC
A Texas limited Liability Company

Signature: _____

Typed Name: Pete Kargakos

Title: Vice President

Initialed: _____

STATE OF TEXAS

COUNTY OF Williamson

BEFORE ME the undersigned authority on this day personally appeared Pete Kargakos, known to me to be the person noted above, and acknowledged to me the following: that he/she executed the foregoing for the purpose and consideration therein expressed, in the capacity therein stated, and as the duly authorized act and deed of the party releasing and waiving the lien therein; and that every statement therein is within his/her knowledge and is true and correct.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 3rd day of Sept, 2013.

[S E A L]

HEATHER JIMENEZ
NOTARY PUBLIC STATE OF TEXAS
COMMISSION EXPIRES:
03-12-2014

Heather Jimenez
Notary in and for the State of Texas

Name: Heather Jimenez

My commission expires: March 12, 2014

Initialed: _____

AGENDA ITEM # 9

Executive Summary

September 19, 2013

Agenda Subject: Second and Final Reading of an Ordinance levying ad valorem taxes for the use and support of the municipal government of the City of Leander, Texas for FY 2013-14.

Background: The City Charter requires two readings for any ordinance levying taxes. The proposed tax rate is $0.66792 which is $0.0025 less than the current rate. However, since the recommended rate exceeds the effective rate of $0.663597, state law also requires that adoption of the tax rate ordinance be made by specific motion. *

Origination: Robert G. Powers, Finance Director

Financial Consideration:

Recommendation: * Approve the following motion "I move that the property tax rate be increased by the adoption of a tax rate of $0.66792 which is effectively a 0.65% increase in the tax rate."

Attachments: Ordinance Levying Ad Valorem Taxes

Prepared by: Robert G. Powers, Finance Director

ORDINANCE NO.

AN ORDINANCE LEVYING AD VALOREM TAXES FOR THE USE AND SUPPORT OF THE MUNICIPAL GOVERNMENT OF THE CITY OF LEANDER, TEXAS, FOR THE FISCAL YEAR 2013-2014; PROVIDING FOR AND APPORTIONING EACH LEVY FOR SPECIFIC PURPOSES; AND PROVIDING WHEN TAXES SHALL BECOME DUE AND WHEN THE SAME SHALL BECOME DELINQUENT IF NOT PAID.

WHEREAS, the City Council of the City of Leander, Texas, has approved the municipal budget for the fiscal year beginning October 1, 2013, and ending September 30, 2014; and

WHEREAS, it is necessary that an ordinance be passed levying an ad valorem tax on all property, both real and personal, within the corporate limits of the City of Leander, Texas in accordance with such budget and the Texas Tax Code.

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

Section I. There is hereby levied and there shall be collected for the use, support and operation of the municipal government of the City of Leander and to provide an interest and sinking fund for the fiscal year, upon all property, real, personal and mixed, within the corporate limits of the City subject to taxation, a tax of $0.66792 for each $100.00 valuation of property, said tax being so levied and apportioned for the following specific purposes;

(a) For the current expenses, maintenance and operation of the general government (General Fund), $0.43142 on each $100.00 valuation for property, and

(b) For the interest and sinking fund, $0.23650 on each $100.00 valuation of property.

Section 2. Taxes levied under this ordinance shall be due October 1, 2013 and if not paid on or before January 31, 2014, shall immediately become delinquent.

Section 3. Taxes shall become a lien upon the property against which assessed, and the Travis County Tax Assessor/Collector within Travis County, and the Williamson County Tax Assessor/Collector within Williamson County, respectively, as the assessor and collector of taxes for the City of Leander, are hereby authorized and empowered to enforce the collection of such taxes, according to the Constitution and laws of the State of Texas and ordinances of the City, and shall, and, by virtue of the tax rolls, fix and establish a lien by levying upon such property whether real, personal or mixed for the payment of said taxes, penalty and interest. The penalty and interest collected from such delinquent taxes shall be apportioned between the General Fund and the Interest and Sinking Fund of the City of Leander. All delinquent taxes shall bear interest from date of delinquency at the rate prescribed by state law.

Section 4. That this ordinance shall take effect and be in full force from and after its passage.

PASSED AND APPROVED THIS THE 5th DAY OF SEPTEMBER, 2013 by the following motion "I move that the property tax rate be increased by the adoption of a tax rate of $0.66792 which is effectively a 0.65% increase in the tax rate." which was made by _____ and seconded by Council Member _____ to approve this ordinance having received ___ votes for; 0 against and 0 abstain, ___ absent.

FINALLY PASSED AND APPROVED THIS THE 19th DAY OF SEPTEMBER, 2013 by the following motion "I move that the property tax rate be increased by the adoption of a tax rate of $0.66792 which is effectively a 0.65% increase in the tax rate." which was made by _____ and seconded by _____ to approve this ordinance having received ___ votes for; 0 against and ___ abstain.

CITY OF LEANDER, TEXAS

_____
Christopher Fielder, Mayor

ATTEST:

_____

Debbie Haile, City Secretary

AGENDA ITEM # 10

Executive Summary

September 19, 2013

Agenda Subject: Consider the City of Leander becoming a member of the Williamson County and Cities Health District.

Background: The Williamson County and Cities Health District (WCCHD) is funded by the member cities and Williamson County. The WCCHD is in place to provide health and safety monitoring and regulations to the communities in the district. The City of Leander has been a volunteer member for several years but with the growth of the community and increasing needs should become a full member with the right to appoint a representative to the Williamson County Board of Health. The cost of this membership has been approved in the 2013-2014 budget. The services provided by WCCHD is attached in the packet.

Origination: Bill Gardner, Fire Chief/EMC

Recommendation: Staff recommends Council approval of this Ordinance.

Attachments: List of services of provided by WCCHD
Original Cooperative Agreement
Leander Application letter
Leander Acceptance and Joinder in Cooperative Agreement
Member Government Approval

Prepared by: Bill Gardner, Fire Chief/EMC

Williamson County and Cities Health District

Health Services

- Adult Immunizations
- Childhood Immunizations
- Flu Shot Information
- Healthcare Helpline
- HIV Testing and Counseling
- Prescription Discount Cards
- Screening and Treatment for STDs
- Tuberculosis (TB)

Disease Control

- Disease Reporting
- Disease and Outbreak Information
- Health and Disease Information Websites
- HIV Testing and Counseling
- Rabies Information
- Screening and Treatment for STDs

Environmental Health Services

- Daycare Center and Foster Care Inspections
- Food Handler Sanitation Training
- Food Service Inspections New Restaurant Information
- Retail Food Establishment - Rating Search
- Sanitation Complaint Investigation
- On-Site Sewage Facility Regulations and Inspections
- Subdivision Review

Women, Infants & Children (WIC)

- Breastfeeding Support
- Cooking Classes
- Gardening Classes
- WIC Public Health Center

Health Education

- Adult Health
- Children's Health
- Community Outreach and Education
- Cooking Classes
- Diabetes
- Gardening Classes
- Obesity and Chronic Disease
- Physical Activity
- School Immunization Reference Guide
- Wilco Wellness Alliance

Emergency Preparedness

- Disaster Preparedness
- Influenza (FLU)
- Volunteer - Medical Reserve Corps (MRC)

City of Leander, Texas

Mr. Kerry Russell, Chair
Williamson County Board of Health
Williamson County & Cities Health District
100 West 3rd Street
Georgetown, Texas 78626

September 19, 2013

Re: Application for Membership in the Williamson County & Cities Health District

Dear Mr. Russell,

It is my pleasure to inform you that on September 19, 2013, the City Council of the City of Leander approved becoming a member government of the Williamson County & Cities Health District. My understanding is that upon approval of the current member governments, the City of Leander's membership will become effective October 1, 2013, and will be under the terms of the Cooperative Agreement.

The City of Leander looks forward to a long and productive relationship with the Williamson County & Cities Health District. Please keep me advised concerning the progress of our application and the process for participating as a new member of the District.

Sincerely,

Christopher Fielder, Mayor

City Of Leander

ACCEPTANCE AND JOINDER IN COOPERATIVE AGREEMENT

The City of Leander hereby accepts the terms and conditions of the Cooperative Agreement of the Williamson County & Cities Health District, dated April 26, 2007, and joins in the Cooperative Agreement as a participating Member.

Executed to be effective October 1, 2013.

ATTEST

_____
Debbie Haile
City Secretary

CITY OF LEANDER

_____
Christopher Fielder
Mayor

STATE OF TEXAS	§	COOPERATIVE AGREEMENT
	§	
	§	WILLIAMSON COUNTY AND CITIES
	§	
COUNTY OF WILLIAMSON	§	PUBLIC HEALTH DISTRICT

This Cooperative Agreement (this "Agreement") is made by and between the County of Williamson ("County") and the Cities of Cedar Park, Georgetown, Round Rock, and Taylor (collectively the "Cities"), under Chapter 121, Subchapter E of the Texas Health and Safety Code laws of the State of Texas, (the "Code"), acting by and through their respective authorized officers and representatives.

RECITALS

WHEREAS, in1943 the Williamson County Health Department was established; and

WHEREAS, the Local Public Health Reorganization Act, now codified in Chapter 121 of the Texas Health and Safety Code (the "Act"), authorizes the establishment of public health districts by a majority vote of the governing bodies of a county and one or more municipalities in the county for the purpose of providing and furnishing public health programs; and,

WHEREAS, in 1989 the Williamson County Health Department was reorganized as a Public Health District by Williamson County, Texas, and the Cities of Cedar Park, Georgetown, Round Rock, and Taylor (collectively the "Members"), and re-designated as the Williamson County & Cities Health District (hereinafter the "District"); and

WHEREAS, the Members govern the District through a "Cooperative Agreement;" and

WHEREAS, the Cooperative Agreement was last revised and re-adopted by the Members in 1992; and

WHEREAS, the Members have determined that the Cooperative Agreement again needs to be amended and restated to reflect current practices and to clarify certain provisions.

NOW THEREFORE, the Members of the District do hereby amend and restate the Cooperative Agreement relating to the Williamson County & Cities Health District in accordance with the following:

I. GOVERNANCE

1.1. The affairs of the District shall be governed by a public health board, which shall be called the Williamson County Board of Health (hereinafter the "Board"). The Board shall be an administrative public health board and shall have the authority to adopt substantive and procedural rules which are necessary and appropriate to promote and preserve the health and safety of the public within its jurisdiction, provided that no rule adopted shall be in conflict with the laws of the State of Texas.

1.2. Two directors shall be appointed by the Williamson County Commissioners' Court, and one director shall be appointed by each of the municipal governing bodies of the cities of Cedar Park, Georgetown, Round Rock, and Taylor.

1.3. Williamson County and any incorporated city may apply to become a Member of the District. The governing body of each Member shall review the application. The governmental entity may be admitted as a Member if a majority of the governing body of each Member approves the application. Upon admission as a Member, and approval of this Cooperation Agreement, the governing body of the new Member with a population of 15,000 or greater may appoint one qualified director to the Board. New Members with less than 15,000 population will join together and select two qualified directors to represent them on the Board. If there are four or less new Members with population less than 15,000 each, they will join together and select one qualified director to represent them on the Board. Existing Members in place on the effective date of this Cooperative Agreement will retain current representation on the Board regardless of population estimate.

1.4. To be qualified as a director, a person must be a citizen of the United States and must have resided at least three (3) years in the jurisdiction covered by the District. A director shall not be an elected official or employee of the Members or their immediate families, or employees of the District or their immediate families.

1.5. Directors shall serve without compensation.

1.6. Directors shall serve staggered three-year terms, except as provided in Sections 1.7 and 1.9 below.

1.7. The term effective date for directors appointed by new Members shall be staggered such that no more than one-third (1/3) of the terms of the directors expire in any one year. To accomplish such staggering, new directors shall have terms commencing as follows: on January 1 of the current year for those joining the District between January 1 through June 30, and January 1 of the following year for those joining the District between July 1 through December 31. In addition, if multiple new Members join the District in the same year, the Board may designate the initial term of the newly appointed directors to be one, two, or three years in order to maintain the balance of no more than one-third (1/3) of the terms expiring in any one year.

1.8. A director may be removed from the Board for neglect of duty, malfeasance, or unbecoming behavior by majority vote of the governing body of the Member originally making the appointment. The Executive Director is to contact the Member if its representative is absent for two consecutive Board meetings or three Board meetings during a calendar year.

1.9. All vacancies caused by death, resignation or removal of a director shall be filled for the unexpired portion of the term by the governing body of the Member which made the original appointment. At the discretion of the appointing governing body, if less than one (1) year remains in the unexpired term, then the governing body may appoint a director to fill the unexpired portion of the term plus a full term of three (3) years.

1.10. A director may serve consecutive terms.

II. OFFICERS

2.1. *General.* The officers of the Board shall consist of the chairperson, vice-chairperson, and secretary. The members of the Board shall select the officers from amongst their members, and each officer shall serve a one year term.

2.2. *Chairperson.* The Chairperson shall preside at all meetings of the Board. At each meeting, the Chairperson shall submit such recommendations and information as he/she may consider proper concerning the business, affairs and policies of the District.

2.3. *Vice-Chairperson.* The Vice-Chairperson shall perform the duties of the Chairperson in the absence or incapacity of the Chairperson and in case of the resignation or death of the Chairperson. The Vice-Chairperson shall perform such duties as are imposed on the Chairperson until such time as the Board shall appoint a new Chairperson.

2.4. *Secretary.* The Secretary or his/her designee shall act as Secretary of the meetings of the Board and record all votes, and shall keep a record of the proceedings of the Board in a journal of proceedings to be kept for such purpose and shall perform all duties incidental to his/her office.

III. EXECUTIVE DIRECTOR

3.1. The directors of the Board shall appoint an Executive Director of the District. The Executive Director shall be the chief administrative officer of the District and shall manage the day-to-day operations of the District, subject to the direction of the Board.

3.2. If the Executive Director is a physician licensed and in good standing in the state of Texas, the Executive Director will also serve as Health Authority in the jurisdiction of the District. If the Executive Director is not a physician licensed and in good standing in the State of Texas, a Health Authority shall be retained as provided in Section 8.1.

3.3. The Executive Director shall be an ex-officio non-voting member of the Board.

3.4. If, during the annual evaluation of the Executive Director or at any other time, two-thirds of the entire Board determines the Executive Director has engaged in neglect of duty, malfeasance, or unbecoming behavior, or has otherwise violated provisions of the District's personnel policies, the Executive Director's employment may be terminated

immediately. The exact terms of the termination shall be determined at the time by a majority vote of the Board. In the event of the Executive Director's death, resignation, or removal from office, the Board shall select a new Executive Director.

3.5. The Executive Director shall employ such full or part-time employees as are needed to carry out the programs of the District. These employees shall be employees of the District and perform those duties as are assigned to them. The compensation of such personnel, including the Executive Director, shall be determined by the Board subject to the laws of the State of Texas. The Executive Director shall have the authority, and subject to provisions of the policies-procedures of the District, to hire, fire, direct, and control the work, as functionally appropriate, of such employees.

IV. MEETINGS

4.1. A majority of the voting directors shall constitute a quorum for the transaction of business. The presence of the Executive Director shall not count for the purposes of determining whether a quorum is present.

4.2. The Board shall meet at least quarterly on a date fixed by the Board and shall hold such meetings as may be called by the chairperson or by the majority of the Board.

4.3. The Board shall comply with the Open Meetings Act.

V. PURPOSE OF THE DISTRICT

5.1. The District may perform any public health function that any of its Members may perform unless otherwise restricted by law. The Board and Director shall determine which public health programs and services will be provided by the District based on needs assessment and the availability of resources.

5.2. The District shall be affiliated with the Texas Department of State Health Services or its successor to facilitate the exchange of information and the coordination of public health services.

5.3. The District shall provide "Essential public health services" as defined in Section 121.002 of the Act.

5.3.1. Monitor the health status of individuals in the community to identify community health problems;

5.3.2. Diagnose and investigate community health problems and community health hazards;

5.3.3. Inform, educate, and empower the community with respect to health issues;

5.3.4. Mobilize community partnerships in identifying and solving community health problems;

5.3.5. Develop policies and plans that support individual and community efforts to improve health;

5.3.6. Enforce laws and rules that protect the public health and ensure safety in accordance with those laws and rules;

5.3.7. Link individuals who have a need for community and personal health services to appropriate community and private providers;

5.3.8. Ensure a competent workforce for the provision of essential public health services;

5.3.9. Research new insights and innovative solutions to community health problems; and

5.3.10. Evaluate the effectiveness, accessibility, and quality of personal and population-based services in a community.

5.4. By way of illustration but not by way of requirement or limitation, the District may provide public health services such as the following: communicable disease control and prevention services, public health education, information and referral services, environmental and consumer health programs, public health nutrition programs, community assessment and health status data analysis, public health emergency preparedness and response, and collaborating with others to address public health issues.

5.5. Members and other government entities, as well as private institutions both within and outside of Williamson County, may contract with the District to provide additional public health services upon approval of the Board.

5.6. The Board shall have the authority to set and collect fees for its services and for the issuance of health and sanitation-related licenses and permits as authorized by law.

5.7. The District shall also have authority to conduct health and sanitation inspections for Members, for non-Member governments that enter into an interlocal agreement with the District, or as authorized by law.

5.8. When the District has the responsibility to issue a certain type of health or sanitation permit, the Members agree not to require their own health or sanitation permits.

VI. LIABILITY AND INDEMNITY

6.1. As provided in the Act, the District is, for the purposes of the Texas Tort Claims Act (Subchapter A, Chapter 101, Texas Civil Practices and Remedies Code), a governmental unit and its actions are governmental functions. As provided in Section 101.063 of the Texas Civil Practices and Remedies Code, a governmental unit that is a member of a public health district is not liable under Chapter 101 for any conduct of the District's personnel or for any condition or use of the District's property. Nothing in this Agreement shall be construed or interpreted to waive this immunity.

6.2. The District shall indemnify each and every director, its officers and its employees, to the fullest extent permitted by law against any and all liability or expense, including attorneys fees, incurred by any of such persons by reason of any actions or omissions that may arise out of the functions and activities of the District. This indemnity shall apply even if one or more of those to be indemnified was negligent or caused or contributed to cause any loss, claim, action or suit. Specifically, it is the intent of this Agreement and the District to require the District to indemnify those named for indemnification, even for the consequences of the negligence of those to be indemnified which caused or contributed to cause any liability. Notwithstanding the foregoing, the District will not pay actual damages, punitive damages, court costs, or attorney fees awarded against indemnified persons if the awards arise from a cause of action for official misconduct or arise from a cause of action involving a willful or wrongful act or omission or an act or omission constituting gross negligence.

6.3. The District must purchase and maintain insurance, as available, on behalf of any director, officer, employee, or agent of the District, or on behalf of any person serving at the request of the District as a board member, officer, employee, medical director or Health Authority, against any liability asserted against that person and incurred by that person in any such capacity or arising out of any such status with regard to the District, whether or not the District has the power to indemnify that person against liability for any of those acts.

6.4. The Williamson County Attorney's office will advise and represent the District on general legal matters not covered by insurance, within the scope of their expertise, and for which there is no conflict of interest. For matters relating solely to their own Member Government, the Member Governments agree to provide or fund legal services to the District for matters not covered by insurance, within the scope of their expertise, and for which there is no conflict of interest.

VII. FINANCING OF THE FUNCTIONS OF THE DISTRICT

7.1. The District's fiscal year shall be January 1 through December 31.

7.2. The Members of the District shall pay the costs necessary to operate the District, including costs for staff salaries, supplies, suitable offices, health and clinic centers, health services and facilities, and maintenance, in the amount agreed to by the governing body of each Member. The District will request that city Members contribute on a per capita basis based on the U.S. Census Bureau's most recent annual estimate of population.

7.3. The Board shall annually request funding from Members on an October 1 – September 30 fiscal year basis. New Members joining after the Effective Date of this Agreement shall pay on the same basis or according to the same formula as the existing Members, but such payment may be pro-rated to the effective date of the new Member's admission to the District relative to October 1.

7.4. The District shall also actively seek funding from the Texas Department of State Health Services or its successor (or any other state or federal agency), and from public or private grants.

7.5. The District shall be allowed to assess and collect fees for its services as may be established by the Board.

7.6. The Board and Executive Director will maximize funding from other available sources, including governmental and private grants, prior to requesting funding from Members.

7.7. All funds of the District not otherwise employed will be deposited in banks or other depositories designated by the Board.

7.8. All checks, drafts, endorsements, notes and evidences of indebtedness of the District will be signed by such officers or agents and all endorsements for deposits to the credit of the District will be made as authorized by the Board.

7.9. No loans or advances will be contracted on behalf of the District, and no note or other evidence of indebtedness will be issued in its name, except as authorized by majority vote of the Board and for purposes allowed by law.

7.10. Only the Executive Director or his/her designee acting in compliance with any Business Practices or Policies and Procedures Manual approved by the Board, may, in the name of and on behalf of the District, enter into contracts or execute and deliver instruments as specifically authorized by the Board by resolution or action at a duly-called meeting.

7.11. The District shall maintain sufficient undesignated cash reserve funds to prevent untimely disruptions in services or loss of key personnel.

7.12. The Executive Director will provide to the Board no later than one hundred fifty (150) days after the close of the fiscal year a report containing the following information in appropriate detail:

7.12.1. The assets and liabilities of the District as of the end of the fiscal year;

7.12.2. The principal changes in assets and liabilities during the fiscal year;

7.12.3. The revenues and receipts, both restricted and unrestricted to particular purposes, for the fiscal year;

7.12.4. The expenses or disbursements, for both general and restricted purposes, during the fiscal year;

7.12.5. The substantial activities and projects begun, in progress, and completed during the fiscal year.

7.12.6. The annual report will include a report of an independent accountant, or in lieu of such report, the certificate of an authorized officer of the District that such statements were prepared without audit from the books and records of the District.

7.13. The Board shall require that an independent audit of the District's financial records be made annually. The annual audit shall be available for public inspection during all normal business hours at the District office. The District shall adopt sound financial management policies and procedures and shall comply with requirements of funding entities.

VIII. EMPLOYEES

8.1. If the Executive Director is not a physician, the Executive Director, subject to approval by the Board, shall appoint a physician licensed and in good standing in the state of Texas as an officer of the District to serve as the Health Authority. If no local physician can be found who is willing to so serve, then the designated Medical Director of the Texas Department of State Health Services or its successor or his/her designee shall serve as the Health Authority. A Health Authority appointed under the provisions of Section 121.021 of the Act has certain duties prescribed by State Law that are necessary to implement and enforce to protect public health. The Health Authority shall aid the Board in all matters of local quarantine, disease prevention and suppression, sanitation inspection and control of contagious, infectious, and epidemic diseases within the District's jurisdiction. It is the intent of this Agreement that any Health Authority of the District shall be an "employee" as defined by Section 101.001(2) of the Texas Civil

Practice and Remedies Code for the purposes of the Texas Tort Claims Act. A Health Authority is a state officer when performing duties prescribed by state law. (Section 121.024 of the Texas Health and Safety Code).

8.2. The District's employees shall be eligible to participate in the Benefits Program offered by Williamson County to county employees, including group health insurance, workers' compensation program, and retirement system.

8.3. The Board may in some years grant a cost of living increase to each District employee, except that the size of the increase shall not exceed the cost of living increase granted by the Williamson County Commissioners' Court to each county employee for that fiscal year. District employees shall not be granted an automatic pay raise based on longevity alone. Instead, the Board may, as resources permit, authorize the Executive Director to grant merit increases to an employee based on job performance and/or promotion in job responsibility.

IX. MISCELLANEOUS

9.1. The Members agree to appoint a representative to a task force to study the feasibility of inviting/compelling other incorporated cities located in Williamson County to join the District. The Executive Director shall also be a member of the task force. The task force shall report to the Board and to the governing body of each Member within one (1) year of the Effective Date of this Agreement.

9.2. The provisions of Chapter 121 of the Texas Health and Safety Code shall be applicable to the District. In the event of a conflict between Chapter 121 and this Agreement, Chapter 121 shall control.

9.3. A Member Government may withdraw from this Agreement by giving written notice to the other Members and to the Executive Director no later than six (6) months before the end of the District's fiscal year. The withdrawal shall become effective at the end of the current District fiscal year after the withdrawing Member Government has given written notice of its decision to the Board. Such notice of withdrawal shall not relieve such Member Government of any obligation incurred by such Member Government prior to effective date of withdrawal.

9.4. Modification of this Agreement shall be in writing and effective upon approval by a majority of the Member Governments.

9.5. This Agreement shall remain in effect unless modified or cancelled by a majority of the Members.

9.6. In the event that a majority of Member Governments vote to dissolve the District, after payment of all liabilities, the District's unencumbered assets will be distributed

proportionately to current Members based on their current fiscal year contributions to the District.

9.7. This Agreement constitutes the entire Agreement between the Parties in regards to the provision of public health services, and supersedes all prior such Agreements between the Parties.

9.8. This Agreement shall become effective (the date inserted will be the last date of approval by a Member Government) April 26, 2007.

ATTEST

Nancy E. Rister
County Clerk

COUNTY OF WILLIAMSON

Honorable Dan A. Gattis
Williamson County Judge

ATTEST

Christine Martinez
City Secretary

CITY OF ROUND ROCK

Nyle Maxwell
Mayor

ATTEST

~~Sandra Lee~~ Shirley J. Rinn, Deputy
City Secretary

CITY OF GEORGETOWN

Gary Nelon
Mayor

ATTEST

Susan Brock
City Clerk

CITY OF TAYLOR

Bernabe Gonzales
Mayor

ATTEST

LeeAnn M. Quinn
City Secretary

CITY OF CEDAR PARK

Robert S. Lemon
Mayor

STATE OF TEXAS	§	**COOPERATIVE AGREEMENT**
	§	
	§	**WILLIAMSON COUNTY AND CITIES**
	§	
COUNTY OF WILLIAMSON	§	**PUBLIC HEALTH DISTRICT**

As stated under Article I. Governance, Section 1.3 of the Williamson County & Cities Health District Cooperative Agreement: "Williamson County and any incorporated city may apply to become a Member of the District. The governing body of each Member shall review the application. The governmental entity may be admitted as a Member if a majority of the governing body of each Member approves the application."

The City of Leander, Texas has applied to become a Member of the District effective October 1, 2013. By my signature, I certify that a majority of the governing body of the City of Leander approved this application during a regular meeting on September 19, 2013.

CITY OF LEANDER

_____
Christopher Fielder
Mayor

ATTEST

_____
Debbie Haile
City Secretary

STRATEGIC PLAN

WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT

2014-2016

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Letter from the Chair of the Board of Health

Section 1: Mission, Vision, Core Values

Our Vision:

Healthy people thriving in healthy communities in Williamson County

Our Mission:

In partnership with communities, Williamson County and Cities Health District will protect and promote the health of the people of Williamson County.

Our Core Values:

- We recruit stakeholder input.
- We make our services accessible to the people of Williamson County.
- We act in the best interest of the health of the community as a whole.
- We value the worth and dignity of each individual.
- We respect cultural and individual differences.
- We encourage individuals to be responsible partners in their own health and environment.
- We are role models of a healthy and effective work force.
- We are committed to open communication in an atmosphere that fosters individual thinking, a creative exchange of ideas, and decision-making.
- We build community capacity.
- We maintain a supportive atmosphere in which professional growth is encouraged.

Section 2: The Healthy Communities Model

Section 3: Purpose

The purpose of WCCHD's Strategic Plan is to:

Define the direction for our agency over the next three years, and through a common understanding of the mission, vision, goals and objectives, provide a plan of work for all employees and stakeholders to make decisions that move the organization forward.

Section 4: Background

WCCHD's last three year Strategic Plan was developed in 2009. Major themes identified were: 1) Completion of the transition from clinical care to public health centers; 2) Transition from "functional" to "matrix" organizational structure; 3) Pursue national accreditation via a "process – driven" approach. 4) Establish administrative and governance goals and priorities; 5) Consummate key partnerships with medical and academic partners, and 6) Exert leadership at state and national public health forums. The Strategic Plan was focused on improving the "health of the health department", to help our agency adapt to a changing public health environment.

With goals of the prior plan largely accomplished, the new Strategic Plan is focused on improving the health of the community, in collaboration with the community.

Section 5: Strategic Planning Process

Williamson County and Cities Health District's first Strategic Plan was developed in 2009. Processes included a SWOT analysis and an affinity exercise.

Planning for the 2013-2016 WCCHD Strategic Plan included several steps.

The Williamson County Community Health Profiles developed by WCCHD, were published in June 2012.

The WCCHD District Leadership Team completed the National Public Health Performance Standards Local Public Health System Performance Assessment Instrument in August 2012. Results were incorporated into the Williamson County Community Health Assessment (CHA).

The Williamson County Community Health Assessment was completed on March 15, 2013. Following the Mobilizing for Action through Planning and Partnership (MAPP) process, the CHA incorporated a Local Public Health Services Assessment, including both external and internal elements.

Strategic priorities identified by the CHA were ranked by a community wide survey performed during the summer of 2013, to guide development of the Community Health Improvement Plan (CHIP). The top ranked priorities were targeted for inclusion in the WCCHD Strategic Plan.

In January 2013, the Continuous Quality Improvement Committee completed the *Turning Point Performance Management Self-Assessment Tool,* which served as a tool for our agency to identify the extent to which we had components of a performance management system.

The Board of Health and health district leadership reviewed the 2010-2013 Strategic Plan on April 5, 2013, affirming the mission, vision and core values statements. SWOT, Affinity Exercise and other tools were reviewed. Updates were given on the progress of current objectives. Utilizing the National Public Health Performance Standards Program, the Board compared progress on the Board of Health Performance Assessments from 2011-2013.

The Board of Health and the health district leadership team then met in a series of workshops over the following six months to review the findings of the Community Health Assessment, the strategic priorities identified by the Community Health Improvement Plan, and the responsibilities inherent in the mission of the local health department.

From these processes, the 2013-2016 Strategic Plan was generated.

Section 6: Organizing to Support Strategic Plan

WCCHD's organizational framework was improved and strengthened as a consequence of the 2010-2013 Strategic Plan. Ongoing coordination of internal leadership, governance and community partners will ensure infrastructure and resources to realize the goals of the Strategic Plan.

The Board of Health is the administrative authority for the Health District. The governmental entities that form the Health District appoint representatives to serve as directors of the Williamson County Board of Health, which oversees the operations of the Health District. The Board must assure that the Strategic Plan process has been implemented within WCCHD and support the activities outlined in the plan.

The Executive Leadership Team is the management team that provides executive level leadership for the Health District. The Executive Director, who also serves as the Health Authority, convenes this team for regular meetings for overall agency planning, policy development, and quality improvement activities. This team will monitor the performance management plan and report back to staff and to the Board of Health. This team will also oversee and ensure education, training and support so that personnel are educated and skilled thus providing safe, effective and high quality services.

The District Leadership Team is comprised of cross-functional committee chairs and the Executive Leadership Team. This team will ensure continuous communication between leadership and staff.

Cross-functional internal working committees are part of WCCHD's organizational matrix structure. All branches of WCCHD are represented on the committees and related sub-committees:

- Continuous Quality Improvement (CQI)
- Workforce
- Information Technology (IT)
- Preparedness Planning
- Community Relations
- Grants Review

Each committee is charged with helping develop WCCHD's strategic priorities. Specific responsibilities include development of policies and protocols relative to each area of endeavor, and with establishing Continuous Quality Improvement in all activities.

The Continuous Quality Improvement (CQI) Committee and related subcommittees perform the following activities:

- Oversee development and implementation of the CQI plans within the agency's Performance Management Plan.
- Work jointly on obstacles to improve program procedures. Needs for employee or staff development are identified and reported to the District Leadership Team.
- Review and evaluate program audit reviews and client satisfaction surveys, and make recommendations for quality improvements to program supervisors, resulting in corrective action plans.

Section 7: Plan of Work

The Williamson County and Cities Health District Strategic Plan is organized under the following framework:

Goal: Strategic goals are broad statements of what WCCHD hope to achieve in the next 3 years. In all, WCCHD identifies 7 strategic goals.

Strategy: Strategies are statements of major approach or method for attaining goals and resolving specific issues.

Objective: Objectives are specific, concrete, measurable statements of what will be done to achieve each of the seven goals of the next three years.

Linkages: In public health, it is important to align with public health plans from the local, state and national level, such as the Essential Services of Public Health. Linkages identify other plans that the objective relates to, such as the Community Health Assessment Improvement Plan.

Responsibility: Identifies the lead person or lead team responsible for enacting the objective.

Project Due Date: Identifies the projected due date for each objective in order to assure that the Strategic Plan stays on track.

Progress Indicators: Indicates the steps to be completed to advance to partially completed (yellow) or fully-completed (green) status.

Section 8: Rationale—Overview of each strategy's significance

Goal 1: Improve health and reduce health disparities.

Strategy: Strengthen collaborative efforts to improve health outcomes and address health disparities.

- CHIP priority 1: Access to Health Care
- CHIP priority 3: Built Environment
- CHIP priority 4: Chronic Disease
- CHIP priority 6: Employee Health
- CHIP priority 7: Healthy Eating

The Board of Health supports the ongoing Community Health Assessment and Community Health Improvement Plan through the WilCo Wellness Alliance community groups, working groups, and leadership through the Community Health Improvement Steering Committee.

"America benefits when everyone has the opportunity to live a long, healthy, and productive life, yet health disparities persist. A health disparity is a difference in health outcomes across subgroups of the population. Health disparities are often linked to social, economic, or environmental disadvantages (e.g., less access to good jobs, unsafe neighborhoods, lack of affordable transportation options). Health disparities adversely affect groups of people who have systematically experienced greater obstacles to health on the basis of their racial or ethnic group, religion, socioeconomic status, gender, age, mental health, cognitive, sensory, or physical disability, sexual orientation or gender identity, geographic location, or other characteristics historically linked to discrimination or exclusion." *National Prevention Strategy, June 2011, pg. 25*

Goal 2: Build community resilience.

Strategy: 2.1 Increase collaboration in preparedness planning.
2.2 Provide organizational leadership in preparedness.

WCCHD will continue to engage with community, regional and state planning efforts to ensure our community's readiness for adverse events. A resilient community is a healthy community.

"Resilient communities have robust social networks and health systems that support recovery after adversity. They are prepared to take deliberate, collective action in the face of an incident and have developed material, physical, social and psychological resources that function as buffers to the negative effects of these incidents and help protect people's health."
U.S. Dept. of Health and Human Services-Public Health Emergency-Community Resilience

Goal 3: Ensure prevention and treatment for behavioral health and substance abuse needs.

Strategy: Strengthen alliances with Mental Health and Substance Abuse partners.

- CHIP priority 2: Mental Health and Substance Abuse

WCCHD seeks to strengthen and expand collaborative efforts with these essential community partners.

"Mental and emotional well-being is essential to overall health. Positive mental health allows people to realize their full potential, cope with the stresses of life, work productively, and make meaningful contributions to their communities." *National Prevention Strategy, June 2011, pg. 48*

"Preventing drug abuse and excessive alcohol use increases people's chances of living long, healthy, and productive lives. .... Preventing drug abuse and excessive alcohol use improves quality of life, academic performance, workplace productivity, and military preparedness; reduces crime and criminal justice expenses; reduces motor vehicle crashes and fatalities; and lowers health care costs for acute and chronic conditions." *National Prevention Strategy, June 2011, pg. 31*

Goal 4: Promote community collaboration related through improved environmental health practices.

Strategy: Strengthen alliances for preventing disease through improved environmental practices.

- CHIP priority 3: Built Environment

Since 1943, WCCHD has worked to ensure a safe environment for our citizens. We seek to become more effective through improved collaboration with local governments, through processes such as consolidated rule-making and joint task forces.

"Healthy and safe community environments are able to detect and respond to both acute (emergency) and chronic (ongoing) threats to health. ...Public health departments provide the cornerstone of our nation's public health capacity and are critical in identifying and responding to the needs of their communities. Strengthening surveillance and laboratory capacity allows health departments to identify communities at greatest risk; measure the impact of policy, systems, and environmental changes; detect, control, and prevent infectious diseases; and respond to outbreaks and emergencies. ...Coordinating efforts across sectors and governmental jurisdictions to prioritize needs and optimize investments can help

foster livable, affordable, and healthy communities." *National Prevention Strategy 2011, pg. 14-15*

Goal 5: Prevent communicable diseases.

Strategy: Strengthen community systems for disease prevention

- CHIP priority 2: Mental Health

WCCHD provides preventive services as needed to address gaps in provision of services in the community.

"Evidence-based preventive services are effective in reducing death and disability, and are cost-effective or even cost-saving. Preventive services consist of screening tests, counseling, immunizations or medications used to prevent disease, detect health problems early, or provide people with the information they need to make good decisions about their health." *National Prevention Strategy, June 2011, Appendix 1, Pg. 18*

Goal 6: Improve information technology and management.

Strategy: Increase capacity for health communication strategies and health information technology.

6.1: Improve information technology structure, capacity and security.

The Board of Health is committed to improving information systems to ensure quality, cost effective provision of care and accurate, consistent data collection.

"Patients, clinicians, and health care systems can use health information technology to improve delivery of clinical preventive services, improve quality of care, and reduce health care costs" *National Prevention Strategy, June 2011, pg. 19*

6.2: Increase information management and program analytics capacity.

WCCHD commits to continuous assessment and effective communication of health data and information to our working partners and to the community at large.

"Health Care Systems, Insurers, and Clinicians can:

- Partner with state, tribal, local, and territorial governments, business leaders, and community-based organizations to conduct comprehensive community health needs assessments and develop community health improvement plans. Support integration of prevention and public health skills into health care professional training and cross train health care practitioners to implement prevention strategies.
- Increase the use of certified electronic health records to identify populations at

risk and develop policies and programs."
Recommendation of the National Prevention Strategy 2011, pg. 17

Goal 7: Ensure a robust and responsive public health infrastructure.

Strategy: Strengthen the public health agency.

The Ten Essential Functions of Public Health are the foundation of WCCHD's operations. The Board of Health is committed to ensuring that our public health agency provides those essential services, and that our agency is accountable, sustainable, and engaged in continuous performance management.

"Strengthen state, tribal, local, and territorial public health departments to provide essential services. Public health departments provide the cornerstone of our nation's public health capacity and are critical in identifying and responding to the needs of their communities. Strengthening surveillance and laboratory capacity allows health departments to identify communities at greatest risk; measure the impact of policy, systems, and environmental changes; detect, control, and prevent infectious diseases; and respond to management systems—promote accountability and performance improvements." *Recommendation of the National Prevention Strategy, June 2011, pg. 15*

Section 9: Plan of Work

Goal 1: Improve health and reduce health disparities.

Strategy	Objectives	Linkages (Alignment)	Responsibility (program or key person)	Progress Indicators	Projected Due Date/ 2014	2015	2016	Status
Strengthen collaborative efforts to improve health outcomes and address health disparities.		National Prevention Strategy 2011 CHIP priority 1: Access to Health Care CHIP priority 3: Built Environment CHIP priority 4: Chronic Disease CHIP priority 6: Employee Health CHIP priority 7: Healthy Eating						
	Create more efficient and inclusive data collection methods for the 2016 Community Health Assessment.			1. Implement the Healthy Williamson County website. 2. Increase data elements over the 2013 CHA, such as community stakeholder surveys. (%)				(Highlight text in red/yelow/green)
	Strengthen the community health improvement assessment process through successive assessment and planning cycles			1. Completed CHIP 2. Semi-annual progress reports				
	Increase active membership in the WWA.			1. Realign membership across groups. 2. Expand representation across sectors.				
	Improve accuracy of demographic data collection in all agency systems.	Healthy People 2020 goals: Social Determinants of Health CHA: Health of the Community CLAS: National Standards for Culturally and Linguistically Appropriate Services NACDD Health Equity Council Recommendations for PHAB Standards & Measures 1.5		1. REAL Data training for all internal staff 2. REAL Data training for external agencies.				
	Utilize the Guide to Community Preventive Services when possible to insure best evidence-based practice			1. Program practices aligned with Guide to Community Services best practices 2. Development of outcome measures drawn from the Guide				

Goal 2: Build community resilience.

Strategy	Objectives	Linkages (Alignment)	Responsibility	Progress Indicators	Projected Due Date/ 2014	2015	2016	Status
2.1 Increase collaboration in preparedness planning.	Integrate Preparedness Planning into all functions externally	Healthy People 2020 goal: Preparedness. EHS 5: Develop policies and plans that support individual and community health efforts. CHA: LPHSA U.S. HHSC Public Health and Medical Emergency Support for a Nation Well Prepared: Community Resilience		1. Completion of a jurisdictional risk assessment document. 2. Completion of an EPR equivalent to CHIP.				
	Support the Regional Planning cycle (MOC, WEBEOC, Mass Fatality, Responder Protection)			1. Development of a regional public health and medical response SOG. 2. Participate in a regional exercise and corrective action plan process.				
	Utilize the Williamson County Medical Reserve Corps (WilcoMRC) to enhance Community Preparedness.			1. Form leadership team. 2. Integrate WilcoMRC leadership team into coalition efforts.				
2.2 Provide organizational leadership in preparedness.	Update WCCHD Continuity of Operations Plan (COOP)			1. Completed COOP 2. Establish process for annual revision.				

Section 9: Plan of Work

	A	B	C	D	E	F	G	H	I
19	Goal 3: Support prevention and treatment for behavioral health and substance abuse.								
20	Strategy	Objectives	Linkages (Alignment)	Responsibility	Progress Indicators	Projected Due Date/			Status
21						2014	2015	2016	
22	Strengthen alliances with Mental Health and Substance Abuse Partners	Support the Mental Health (MH) Task Force integration in the WWA	EHS 4: Mobilize community partnerships to identify and solve health problems. CHA: Forces of Change, Assets and Strengths CHIP priority 2: Mental Health National Prevention Strategy 2011		1. Host collaborative meeting for youth and adult groups to determine level of need and support. 2. Coordinate Mental Health Task Force workgroup presentation to the CHIC.				
23		Increase operational linkages with Mental Health and Substance Abuse Agencies,			1. Develop SOG for Tobacco, alcohol abuse, and MH/Depression screening for WCCHD patients. 2. Establish referral process for linkage to mental health and substance abuse resources.				
24		Utilize Information Technology tools (HIE and EHR) to improve interagency communications.			1. Implement EHR. 2. Staff training on HIE and EHR.				

	A	B	C	D	E	F	G	H	I
25	Goal 4: Promote community collaboration related to environmental health.								
26	Strategy	Objectives	Linkages (Alignment)	Responsibility	Progress Indicators	Projected Due Date/			Status
27						2014	2015	2016	
28	Strengthen alliances for preventing disease through improved environmental practices.		Healthy People 2020 goal: Environmental Health. EHS 2: Diagnose and investigate health hazards in the community. CHA: LPHSA CHIP priority 3: Built Environment National Prevention Strategy 2011						
29		Influence state policy on district fee-setting (level playing field for Counties/Districts)	EHS 6: Enforce Public Health Laws		1. Gain support from appropriate organizations and Public Health and Funding Committee. 2. Promote supportive legislation				
30		Pursue consolidated rule-making for all member governments via health district orders	EHS 6: Enforce Public Health Laws		1. Create a process for BOH ordinance/consolidated rule-making. 2. Implement the process.				
31		Explore means for integration of Environmental Health services into public health processes and policies							
32		Increase retail food stakeholders input to food safety policy and standards.	U.S. FDA Voluntary National Retail Food Regulatory Program Standards		1. Establish a Food Safety Task Force. 2. Convene Food Safety Task Force and hold regular meetings.				
33		Establish a process for fulfilling member governments' needs for environmental health services.	ASTHO's Public Health Confronts the Mosquito DSHS West Nile Virus Public Health Preparedness, Surveillance, and Response Guide		1. Implementation of a level 2 IMM program. 2. Mosquito Task Force After action review				

Section 9: Plan of Work

	A	B	C	D	E	F	G	H	I
34	Goal 5: Prevent communicable diseases.								
35	Strategy	Objectives	Linkages (Alignment)	Responsibility	Progress Indicators	Projected Due Date/			Status
36						2014	2015	2016	
37	Strengthen community systems for communicable disease prevention.		CHA: Forces of Change Assessment National Prevention Strategy 2011 CHIP priority 1: Access to Health Care CHIP priority 10: Communicable Diseases						
38		Expand community capacity for prevention.	Healthy People 2020 goals: HIV, STD, Maternal, infant and child health		1. Promotion of Provider Toolbox 2. Promote expansion through WilCo ICC and SHAC forum				
39		Expand internal capacity for prevention.			1. Negotiate state STI grant. 2. Expand capacity for physician support through residency program and medical director position.				
40		Ensure accessible, culturally and linguistically appropriate services.	Healthy People 2020 goal: Immunization		1. Expand service hours to increase accessibility of services. 2. Establish Culturally and Linguistically Appropriate Services (CLAS) based standard for services.				
41		Expand co-management and coordination of TB and STI services.	Healthy People 2020 goal: Improve Access to Health Services		1. Hire a clinic-based disease intervention specialist. 2. Market availability of expedited partner therapy.				

Section 9: Plan of Work

	A	B	C	D	E	F	G	H	I
42	Goal 6: Improve information technology and management.								
43	Strategy	Objectives	Linkages (Alignment)	Responsibility	Progress Indicators	Projected Due Date/			Status
44						2014	2015	2016	
45	Increase capacity for health communication strategies and health information technology.		Healthy People 2020 goal: Health communication and Health Information Technology; National Prevention Strategy 2011						
46	6.1. Improve information technology, structure, capacity and security.	Increase Data Storage capacity and security	Carryover from prior Strategic Plan		1. Install virtual server farm 2. Migrate current District data to new system.				
47		Replace outdated legacy software systems.	Carryover from prior Strategic Plan		1. Replace Environmental Health Services software (SAFE) 2. Replace time management system (HATS)				
48		Improve internal and external information delivery systems.	Carryover from prior Strategic Plan; Sharepoint upgraded to new version		1. Redesign public website. 2. Rebuild Intranet (District Heartbeat) using new Sharepoint software.				
49		Restructure document management processes using new software.	New initiative		1. Complete required IT set-up procedures. 2. Migrate current policies and documents to the document management system (PolicyTech)				
50		Implement Electronic Health Record (EHR).	New initiative		1. Assess existing hardware to ensure compliance with Electronic Health Records requirements. 2. Evaluate data collection processes to ensure inclusion into Electronic Health Records.				
51		Develop computer hardware replacement plan			1. Task IT Committee with developing a draft computer hardware replacement plan approved for implementation 2. Present plan to DLT for adoption.				
52	6.2 Increase Information Management and Program Analytics Capacity	Improve systematic "routine" data collection.			1. 100% of staff trained on REAL Data collection. 2.				
53		Participate in the regional Health Information Exchange (HIE)			1. 2.				
54		Implement web-based document management system to address policy, training, document storage and retrieval needs			1. 2.				
55		Maintain online community indicators dashboard--Healthy Williamson County			1. 2.				

Section 9: Plan of Work

	A	B	C	D	E	F	G	H	I
56	Goal 7: Ensure a robust and responsive public health agency.								
57	Strategy	Objectives	Linkages (Alignment)	Responsibility	Progress Indicators	Projected Due Date/			Status
58						2014	2015	2016	
59	Strengthen the public health agency.		Healthy People 2020 goals: Health-related Quality of Life and Well-Being CHA: Health of the Community, LPHS National Prevention Strategy 2011						
60		Implement Public Health Practice Review (PHPR) process.	EHS 9: Evaluate effectiveness, accessibility and quality of personal and population-based health services		1. Fill the position of the dedicated PHPR coordinator. 2. Conduct at least 4 PHPRs each year				
61		Implement Board of Health process for monitoring the CHA/CHIP process.	EHS 4: Mobilize Community Partnerships, and EHS 9: Evaluate effectiveness, accessibility and quality of personal and population-based health services.						
62		Implement a Workforce Development plan to strengthen the Public Health workforce.	EHS 8: Assure a competent Public and Personal Health Care Workforce		1. Conduct assessment and propose plan to leadership. 2. Complete the Workforce Development Plan.				
63		Support the Worksite Wellness program	EHS 3: Inform, educate and empower people about health issues, and EHS 8: Assure a competent Public and Personal Health Care Workforce		(to improve employee health and morale, reduce absenteeism, reduce utilization of healthcare services and reduce healthcare expenditures)				
64		Expand WCCHD Business Plans.	EHS 5: Develop policies and plans that support individual and community health efforts. Healthy People 2020 goal: Public Health Infrastructure		1.Draft vehicle replacement & maintenance plan approved for implementation 2. Hiring of a Billing Specialist to maximize collections and insure service sustainability				
65		Revise policy on Board of Health selection, orientation and responsibilities.	EHS 8: Assure a competent Public and Personal Health Care Workforce		1. Establish a Board sub-committee to update the policy. 2. Present draft policy to full Board for adoption.				
66		Implement new fee schedule and billing policies.	Healthy People 2020 goal: Public Health Infrastructure						

Section 10: Acknowledgements

WCCHD would like to acknowledge the assistance, professional opinion and expertise of those who supported the strategic planning process and development of Williamson County and Cities Health District's 2013-2016 Strategic Plan document.

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Stella Mulhollan, Director of Clinical Services
Marcus Cooper, Marketing & Communications Director
Deb Strahler, Marketing & Communications Specialist
Tina Horkey, Workforce Committee Chair
Ivah Cantu, Community Relations Committee Chair
Dina Cavazos, Information Technology Committee Chair

Section 11: Record of Changes

WCCHD 2013-2016 Strategic Plan includes elements that are meant to be reviewed and updated. The activities within the Plan of Work should be routinely evaluated. Therefore, it is important that records of these changes should be kept in order to monitor the evolution of this plan. **All changes to this plan should first be approved by the Executive Director.**

Date	Description of Change	Page #	Made by:	Rationale

Appendices

Appendix A: Links

1. Williamson County Community Health Profiles June 2012
   http://www.wcchd.org/data_and_stats/community_health_assessments.php

2. Williamson County Community Health Assessment March 2013
   http://www.wcchd.org/data_and_stats/community_health_assessments.php

3. Community Health Improvement Plan 2013
   (link)

4. National Prevention Strategy 2011
   http://www.surgeongeneral.gov/initiatives/prevention/strategy/report.pdf

5. U.S. Dept. of Health and Human Services Public Health Emergency-Community Resilience
   http://www.phe.gov/Preparedness/planning/abc/Pages/community-resilience.aspx

(To be appended)

Appendix B: SWOT Analysis and Affinity Exercise 2009

Appendix C: National Public Health Performance Standards Local Public Health System Performance Assessment Instrument August 2012

Appendix D: Turning Point Performance Management Self-Assessment Tool January 2013

Appendix E: Progress report on the Board of Health Performance Assessments from 2011-2013

Appendix F: Glossary of Acronyms

CHA	Community Health Assessment
CHIC	Community Health Improvement Steering Committee
CHIP	Community Health Improvement Plan
CLAS	Culturally and Linguistically Appropriate Services
COOP	Continuity of Operations Plan
CQI	Continuous Quality Improvement
DLT	District Leadership Team
EHR	Electronic Health Record
EHS	Essential Health Services (see Ten Essential Functions of Public Health)
EPR	Emergency Preparedness and Response
FOC	Forces of Change—part of the MAPP Assessment
HHSC	Health and Human Services
HIE	Health Information Exchange
HP 2020	Healthy People 2020
ICC	Integrated Care Collaboration
IM	Information Management
IT	Information Technology
LPHSA	Local Public Health Services Assessment
MAPP	Mobilizing for Action through Planning and Partnership
MH	Mental Health
MOC	Medical Operations Center
MRC	Medical Reserve Corps
NACDD	National Association of Chronic Disease Directors
PHPR	Public Health Practice Review
REAL Data	Race, Ethnicity and Language Data
SOG	Standard Operational Guidelines
STI	Sexually Transmitted Infection
SWOT	Strengths, Opportunities, Weaknesses and Threats—method of assessment
WCCHD	Williamson County and Cities Health District
WEB EOC	Web-based Emergency Operations System
WilCo	Williamson County
WWA	Williamson County Wellness Alliance

Appendix G: The Ten Essential Public Health Services

Frequently, public health professionals refer to the essential public health services. The essential public health services were developed as a companion to the three core public health functions. In their 1988 report, The Future of Public Health, the Institutes of Medicine (IOM) defined the three core functions of governmental public health as assessment, policy development, and assurance. The essential public health services were developed in 1994 by

the Essential Public Health Services Work Group of the Core Public Health Functions Steering Committee. The essential public health services grew out of a need to better communicate the scope and importance of governmental public health to the general public and legislators.

1. Monitor health status to identify community problems.
2. Diagnose and investigate health problems and health hazards in the community.
3. Inform, educate, and empower people about health issues.
4. Mobilize community partnerships and action to identify and solve health problems.
5. Develop policies and plans that support individual and community health efforts.
6. Enforce laws and regulations that protect health and ensure safety.
7. Link people to needed personal health services and assure the provision of health care when otherwise unavailable.
8. Assure a competent public health and personal health care workforce.
9. Evaluate effectiveness, accessibility, and quality of personal and population- based health services.
10. Research for new insights and innovative solutions to health problems.

AGENDA ITEM # 11

Executive Summary

September 19, 2013

Agenda Subject: Consider an ordinance amending Ordinance #02-024-00, Section 2, reducing the "Annuity Increase", or COLA, for retirees through the Texas Municipal Retirement System.

Background: A brief summary of the TMRS Annuity Increase feature is provided below.

After an employee retires, the City of Leander currently grants an increase (when the cost of living increases) to protect the retiree's benefit from the effects of inflation. This cost of living adjustment, or COLA, is currently paid at the rate of 70% of the Consumer Price Index (CPI) increase.

While efforts are being made to reduce overhead, the City does realize this is an excellent benefit and is not in favor of eliminating the feature, however, is supportive of reducing the % rate from 70% to 50%.

In the future, should the City's financial environment improve, the % can always be readjusted.

Financial Considerations: By making this adjustment, two reductions would occur as shown on the attached Plan Change Study:

1) Our *Total Rate* will be reduced from 12.27% to 10.90%. The total rate is the factor used to determine the City's portion of the monthly contribution. The rate is calculated by multiplying the rate by the monthly payroll. This amount is deposited into the City's fund account. When a person retires, the City's portion for that member plus the member's portion makes up the member's annuity.
2) The Phase-In Total Rate will be eliminated. Following the change in TMRS's actuarial cost method as of the December 31, 2007 actuarial valuation, any city that experienced an increase of 0.50% or more due to actuarial assumptions or method changes was given the option to phase in the higher rate over an eight-year period beginning January 1, 2009 and ending 2016.

***Recommendation*:** Staff proposes reducing the Annuity Increase that was adopted under ordinance no. 02-024-00 in July 18, 2002. The new ordinance would supersede ordinance 02-024-00.

Prepared by: Cindy Hignite, HR Manager

Attachments:
-TMRS Plan Change Study
-Ordinance 02-024-00

TMRS-CPI R

TEXAS MUNICIPAL RETIREMENT SYSTEM

AN ORDINANCE PROVIDING FOR INCREASED PRIOR AND CURRENT SERVICE ANNUITIES UNDER THE ACT GOVERNING THE TEXAS MUNICIPAL RETIREMENT SYSTEM FOR RETIREES AND BENEFICIARIES OF DECEASED RETIREES OF THE CITY OF LEANDER, AND ESTABLISHING AN EFFECTIVE DATE FOR THE ORDINANCE.

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

Increase in Retirement Annuities.

(a) On the terms and conditions set out in Sections 854.203 and 853.404 of Subtitle G of Title 8, Government Code, as amended (hereinafter referred to as the "TMRS Act"), the City hereby elects to allow and to provide for payment of the increases below stated in monthly benefits payable by the System to retired employees and to beneficiaries of deceased employees of the City under current service annuities and prior service annuities arising from service by such employees to the City. An annuity increased under this section replaces any annuity or increased annuity previously granted to the same person.

(b) The amount of the annuity increase under this section is computed as the sum of the prior service and current service annuities on the effective date of retirement of the person on whose service the annuities are based, multiplied by **50%** of the percentage change in Consumer Price Index for All Urban Consumers, from December of the year immediately preceding the effective date of the person's retirement to the December that is 13 months before the effective date of the increase under this Section.

(c) An increase in an annuity that was reduced because of an option selection is reducible in the same proportion and in the same manner that the original annuity was reduced.

(d) If a computation hereunder does not result in an increase in the amount of an annuity, the amount of the annuity will not be changed hereunder.

(e) The amount by which an increase under this Section exceeds all previously granted increases to an annuitant is an obligation of the City and of its account in the Benefit Accumulation Fund of the System.

Dates of Increases.

The initial increase in retirement annuities hereunder shall be effective on **January 1, 2014**, subject to approval by the Board of Trustees of the System. An increase in retirement annuities shall be made hereunder on January 1 of each subsequent year until this ordinance ceases to be in effect under subsection (e) of Section 853.404 of the TMRS Act, provided that, as to such subsequent year, the actuary for the System has made the determination set forth in subsection (d) of Section 853.404 of the TMRS Act, and provided further that, as to such subsequent year, the City has an ordinance in effect that provides for a simultaneous increase in updated service credits as that term is used in the TMRS Act.

Effective Date.

Subject to approval by the Board of Trustees of the System, this ordinance shall be and become effective on the **1st day of January 2014**.

Passed and approved this the ____ day of _____, ____.

ATTEST: **APPROVED:**

_____ _____

(City Secretary or Clerk) (Mayor)

TMRS
TEXAS MUNICIPAL RETIREMENT SYSTEM

Plan Change Study

00737 Leander

GRID 2014
For Informational Purposes Only
Effective Date - January 1, 2014
Report Date - August 9, 2013

Proposed Plans

Plan Provisions	**Current**	**1**
Deposit Rate	7.00%	7.00%
Matching Ratio	2 to 1	2 to 1
Updated Service Credit	100% (Repeating)	100% (Repeating)
Transfer USC **	No	No
Annuity Increase	70% (Repeating)	50% (Repeating) ✓
20 Year/Any Age Ret.	Yes	Yes
Vesting	5 years	5 years
Contribution Rates	**2014**	**2014**
Normal Cost Rate	8.84%	8.08%
Prior Service Rate	3.30%	2.69%
Retirement Rate	**12.14%**	**10.77%**
Supplemental Death Rate	0.13% (A & R)	0.13% (A & R)
Total Rate	**12.27%**	**10.90%** ✓
Unfunded Actuarial Liability	$5,152,306	$4,214,625
Amortization Period	30 years	25 years
Funded Ratio	70.3%	74.3%
Phase-In Total Rate	12.00%	N/A
Study exceeds 13.50% stat max	No	No

**This is the addition to the Initial Prior Service Rate for USC for transfers. There were 22 eligible transfer employees on the valuation date.

ORDINANCE NO. 02-024-00

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AUTHORIZING AND ALLOWING, UNDER THE ACT GOVERNING THE TEXAS MUNICIPAL RETIREMENT SYSTEM, "UPDATED SERVICE CREDITS" IN SAID SYSTEM ON AN ANNUAL BASIS FOR SERVICE PERFORMED BY QUALIFYING MEMBERS OF SUCH SYSTEM WHO AT THE EFFECTIVE DATE OF THE ALLOWANCE ARE IN THE EMPLOYMENT OF THE CITY OF LEANDER; PROVIDING FOR INCREASED PRIOR AND CURRENT SERVICE ANNUITIES FOR RETIREES AND BENEFICIARIES OF DECEASED RETIREES OF THE CITY; TO INCREASE THE RATE OF DEPOSITS TO THE TEXAS MUNICIPAL RETIREMENT SYSTEM BY THE EMPLOYEES OF THE CITY; AND ESTABLISHING AN EFFECTIVE DATE FOR THE ORDINANCE.

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

Section 1. Authorization of Updated Service Credits.

(a) On the terms and conditions set out in Sections 853.401 through 853.404 of Subtitle G of Title 8, Government Code, as amended (hereinafter referred to as the "TMRS ACT"), each member of the Texas Municipal Retirement System (hereinafter referred to as the "System") who as current service credit or prior service credit in the System in force and effect on the 1st day of January of the calendar year preceding such allowance, by reason of service in the employment of the City, and on such date had at least 36 months of credited service with the System, shall be and is hereby allowed "Updated Service Credit" (as that term is defined in subsection (d) of Section 853.402 of the TMRS Act.)

(b) On the terms and conditions set out in Section 853.601 of the TMRS Act, any member of the System who is eligible for Updated Service Credits on the basis of service with this City, who has unforfeited credit for prior service and/or current service with another participating municipality or municipalities by reason of previous service, and was a contributing member on the 1st day of January of the calendar year preceding such allowance, shall be credited with Updated Service Credits pursuant to, calculated in accordance with, and subject to adjustment as set forth in said Section 853.601, both as to the initial grant hereunder and all future grants under this ordinance.

(c) The Updated Service Credit hereby allowed and provided for shall be 100% of the "base Updated Service Credit" of the member (calculated as provided in subsection (c) of Section 853.402 of the TMRS Act).

(d) Each Updated Service Credit allowed hereunder shall replace any Updated Service Credit, prior service credit, special prior service credit, or antecedent service credit previously authorized for part of the same service.

(e) In accordance with the provisions of subsection (d) of Section 853.401 of the TMRS Act, the deposits required to be made to the System by employees of the several participating departments on account of current service shall be calculated from and after the effective date of this ordinance on the full amount of such person's compensation as an employee of the City.

Section 2. Increase in Retirement Annuities.

(a) On terms and conditions set out in Section 854.203 of the TMRS Act, the City hereby elects to allow and to provide for payment of the increases below stated in monthly benefits payable by the System to retired employees and to beneficiaries of deceased employees of the City under current service annuities and prior service annuities arising from service by such employees to the City. An annuity increased under this Section replaces any annuity or increased annuity previously granted to the same person.

(b) The amount of the annuity increase under this Section is computed as the sum of the prior service and current service annuities on the effective date of retirement of the person on whose service the annuities are based, multiplied by 70% of the percentage change in Consumer Price Index for All Urban Consumers, from December of the year immediately preceding the effective date of the person's retirement to the December that is 13 months before the effective date of this Section.

(c) An increase in an annuity that was reduced because of an option selection is reducible in the same proportion and in the same manner that the original annuity was reduced.

(d) If a computation hereunder does not result in an increase in the amount of an annuity, the amount of the annuity will not be changed hereunder.

(e) The amount by which an increase under this Section exceeds all previously granted increases to an annuitant is an obligation of the City and of its account in the municipality accumulation fund of the System.

Section 3. Dates of Allowances and Increases. The initial allowance of Updated Service Credit and increase in Retirement Annuities hereunder shall be effective on January 1, 2003, subject to approval by the Board of Trustees of the System. An allowance of Updated Service Credits and an increase in retirement annuities shall be made hereunder on January 1 of each subsequent year until this ordinance ceases to be in effect under subsection (e) of Section 853.404 of the TMRS Act, provided that, as to such subsequent year, the actuary for the System has made the determination set forth in subsection (d) of Section 853.404 of the TMRS Act.

BE IT FURTHER ORDAINED:

Increased Deposit Rate: All employees of the City, who are members of the Texas Municipal Retirement System, shall make deposits to the System at the rate of 7% of their individual earnings effect the 1st day of October, 2002.

Effective Date. Subject to approval by the Board of Trustees of the System, this Ordinance shall be and become effective on the 1st day of October, 2002.

PASSED AND APPROVED on this the 18th day of July, 2002.

City of Leander

Larry Barnett, Mayor

ATTEST:

Laura Robinson, Acting City Secretary

AGENDA ITEM # 12

Executive Summary

September 19, 2013

Agenda Subject: Consider a resolution authorizing the purchase of TXDOT right-of-way located on the west line of US 183 just south of CR 276 in the City of Leander, Williamson County, Texas.

Background: This resolution provides for the City's purchase of excess TXDOT right-of-way in order to facilitate the acquisition of new right-of-way to complete the realignment and safety improvements at the US 183 / 183A intersection.

Financial: The appraised value and purchase price of the property is $126,729.00 which will be funded from the fund balance in the General Fund.

Recommendation: Staff recommends approval of the resolution

Attachments: Resolution

Prepared by: Tom Yantis, AICP
Director of Development Services

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF LEANDER, TEXAS, AGREEING TO THE PURCHASE OF THE STATE OF TEXAS' INTEREST IN THAT CERTAIN 1.238 ACRE TRACT OF LAND LOCATED ON THE WEST LINE OF US 183 JUST SOUTH OF CR 276; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

WHEREAS, the City of Leander, Texas, has agreed to purchase the State's interest in that certain 1.238 acre tract of land located on the west line of US 183 just south of CR 276 in Williamson County, for $126,729.00 or the price set by the Texas Transportation Commission not to exceed $126,729.00, more particularly described by Property Description in Exhibit "A" attached hereto and incorporated herein for all purposes; and

WHEREAS, the Mayor and City Council of the City of Leander, Texas has considered the matter and deems it appropriate to purchase said 1.238 acre tract described in Exhibit "A";

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 City Council of the City of Leander authorizes the expenditure of such funds as is necessary to purchase the 1.238 acre tract described in Exhibit "A" from the State of Texas and the Mayor of the City of Leander, Texas, is authorized to execute any such documents necessary to complete the purchase of said land.

Further, that the Texas Transportation Commission be advised of this resolution and requested to adopt and pass an appropriate Minute Order declaring said 1.238 acres tract of land described in Exhibit "A" to be declared surplus to the State's needs and convey said tract to the City of Leander, Texas.

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 19th day of September, 2013.

ATTEST:

Debbie Haile, City Secretary

CITY OF LEANDER, TEXAS

Christopher Fielder, Mayor

EXHIBIT A

July 9, 2013

County: Williamson
Highway: U.S. Highway 183
Limits: From Travis County Line to 1.5 Miles North of Leander
ROW CSJ: 0151-04-069

Property Description
For Tract 1

BEING 1.238 ACRES OF LAND, SURVEYED BY LANDESIGN SERVICES, INC., OUT OF THE WILLIAM MANSIL SURVEY, ABSTRACT NO. 437 IN WILLIAMSON COUNTY, TEXAS AND BEING A PART OF A TRACT OF LAND CONVEYED TO THE STATE OF TEXAS RECORDED IN VOLUME 259 PAGE 561, PART OF A TRACT OF LAND CONVEYED TO THE STATE OF TEXAS RECORDED IN VOLUME 259, PAGE 36 BOTH OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS AND ALSO BEING ALL OF A CALLED 1.41 ACRE TRACT DESCRIBED IN QUIT CLAIM DEED TO WEST TEXAS TRADING RETIREMENT, LTD. OF RECORD IN VOLUME 2058, PAGE 116 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" iron rod found in the existing west right-of-way line of U.S. Highway 183 (R.O.W. Varies) described as Tract 1 conveyed as a 3.596 acre tract in deed to the State of Texas recorded in Volume 403, Page 654 of the Deed Records of Williamson County, Texas, the southeast corner of a called 0.21 acre tract described in Volume 1816, Page 423 of the Deed Records of Williamson County, Texas and in the south line of a called 12.01 acre tract described as Tract 2 in Volume 2058, Page 119 of the Official Records of Williamson County, Texas;

THENCE 91.06 feet along a curve to the left having a radius of 1086.28 feet, a delta angle of 04°48'10" and a chord bears North 12°58'09" East a distance of 91.03 feet along the existing west right-of-way line of said U.S. Highway 183, and the south line of said Tract 2 to a 1/2" iron rod with cap marked "LANDESIGN" set on the existing west right-of-way line of U.S. Highway 183, 60.00 feet right of and at right angles to existing engineer's centerline station 671.46.44 of U.S. Highway 183 for the **POINT OF BEGINNING;**

(1) THENCE North 21°04'24" West a distance of 214.75 feet along the existing west right-of-way line of said U.S. Highway 183, the west line of said 1.41 acre tract and crossing through said Tract 2 to a calculated point from which a Type I monument found bears South 16°02'26" West a distance of 0.55 feet;

(2) THENCE 631.88 feet along a curve to the right having a radius of 1959.86 feet, a delta angle of 18°28'22" and a chord bears North 11°50'13" West a distance of 629.14 feet with the existing west right-of-way line of said U.S. Highway 183, the west line of said 1.41 acre tract and crossing through said Tract 2 to a calculated

point from which a Type I monument found bears North 60°52'27" East a distance of 0.94 feet;

(3) THENCE South 21°03'39" East a distance of 623.71 feet (record: North 20°06'01" West – 624.44') crossing through said Tract 2, crossing through the existing right-of-way of U.S. Highway 183 and with the east line of said 1.41 acre tract to a 1/2" iron rod with cap marked "LANDESIGN" set for the southeast corner of said 1.41 acre tract and the southwest corner of said Tract 2, from which a 1/2" iron rod found bears North 41°01'50" East a distance of 3.45 feet;

(4) THENCE 235.25 feet along a curve to the right having a radius 1086.28 feet, a delta angle of 12°24'29" and a chord bears South 04°21'50" West a distance of 234.79 feet through the existing right-of-way of U.S. Highway 183 and east line of said 1.41 acre tract to the **POINT OF BEGINNING** containing 1.238 of an acre of land, more or less, out of the William Mansil Survey, Abstract No. 437 in Williamson County, Texas.

All bearings are based on the Texas State Plane Coordinate System, Central Zone, NAD 83 Datum and adjusted to the surface by project surface adjustment factor of 1.00012.

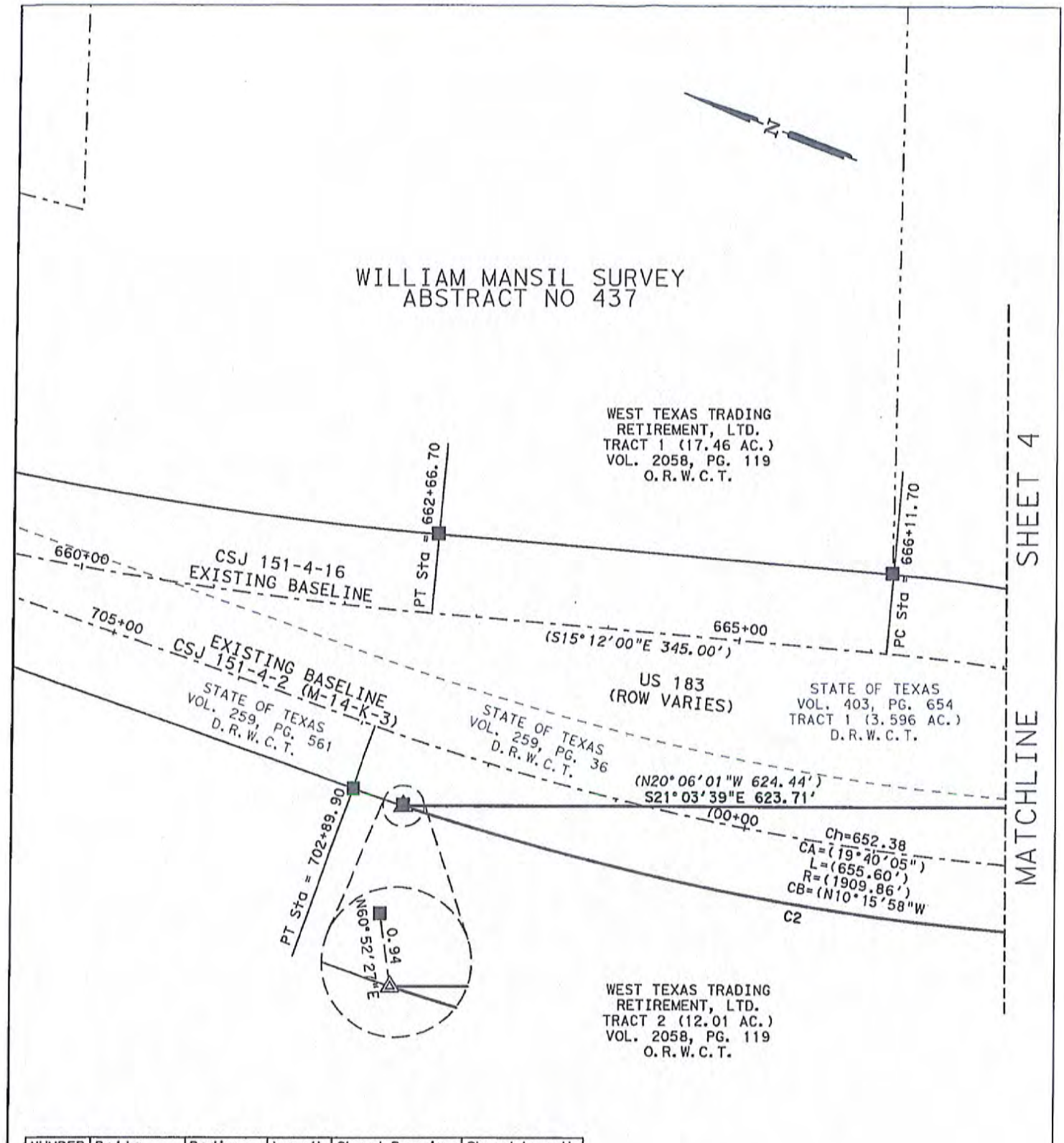
Access is permitted to highway facility from the abutting property.

A plat of even survey date herewith accompanies this property description.

I certify that the survey was performed on the ground under my supervision.

7 JULY 13

Joseph Beavers Date
Registered Professional Land Surveyor
State of Texas No. 4938



NUMBER	Delta	Radius	Length	Chord Bearing	Chord Length
C2	18°28'22"	1959.86'	631.88'	N11°50'13"W	629.14'

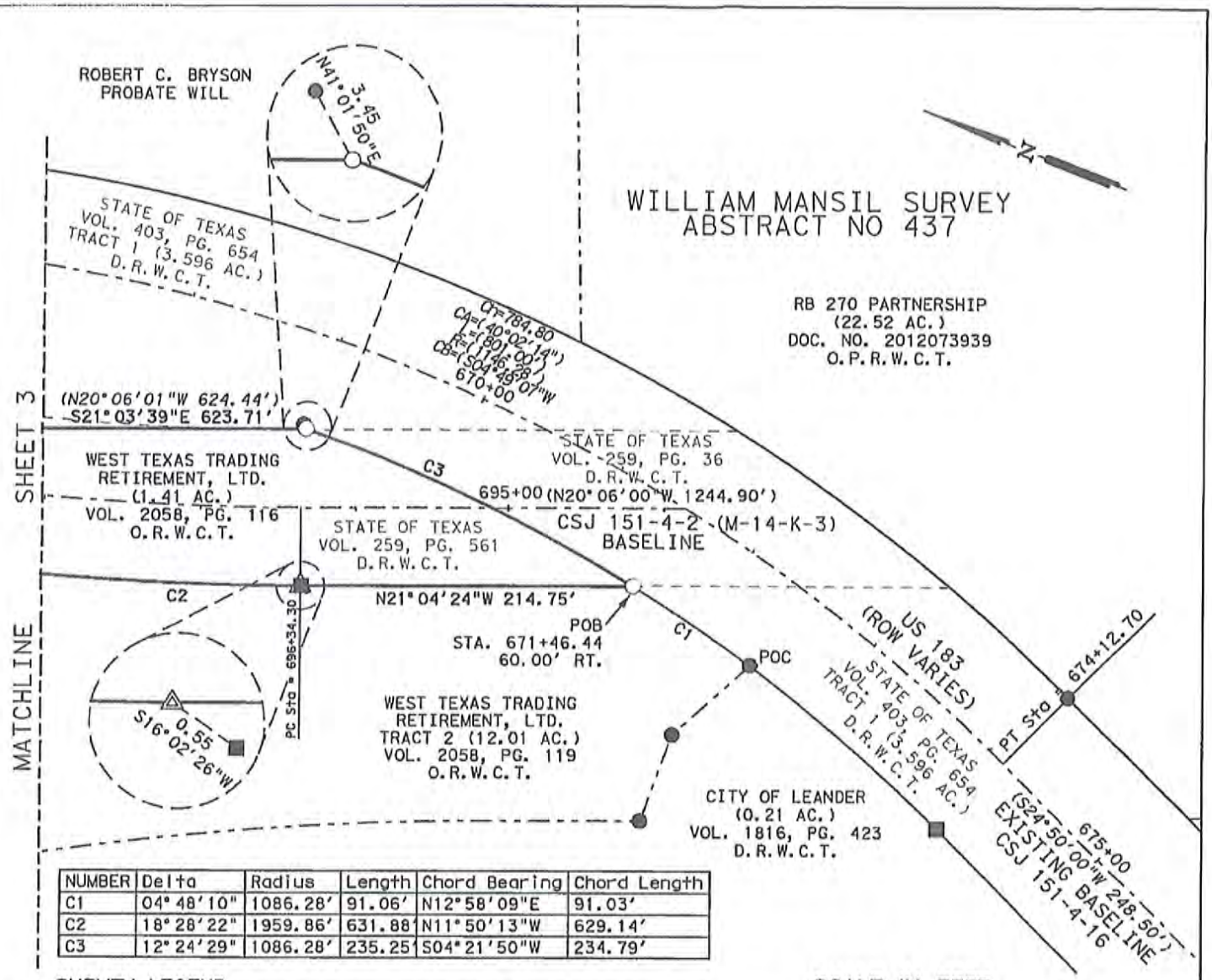
TRACT: 1
HIGHWAY: US 183
ROW CSJ: 0151-04-069
SCALE: 1" = 100'

ACRES: 1.238
COUNTY: WILLIAMSON
SHEET: 3 of 4

PROJECT NAME: US 183 SURPLUS JOB NUMBER: 170-13-21

LANDESIGN SERVICES, INC.

512-238-7901
555 ROUND ROCK WEST DR.
BUILDING D, SUITE 170
ROUND ROCK, TEXAS 78681



NUMBER	Delta	Radius	Length	Chord Bearing	Chord Length
C1	04°48'10"	1086.28'	91.06'	N12°58'09"E	91.03'
C2	18°28'22"	1959.86'	631.88	N11°50'13"W	629.14'
C3	12°24'29"	1086.28'	235.25	S04°21'50"W	234.79'

SURVEY LEGEND

- ◬ = SET 5/8" IRON WITH TxDOT ALUMINUM CAP STAMPED "CONTROL OF ACCESS POINT"
- □ = TYPE II MONUMENT SET
- ■ = TYPE I MONUMENT FOUND
- ○ = 5/8" IRON ROD SET W/ "LANDESIGN" CAP UNLESS NOTED
- ◉ = 5/8" IRON ROD SET W/ "TxDOT" CAP UNLESS NOTED
- ● = 1/2" IRON ROD FOUND UNLESS NOTED
- = IRON PIPE FOUND
- ▲ = CALCULATED POINT
- ℙ = PROPERTY LINE
- ℄ = CENTER LINE
- ( ) = RECORD INFORMATION
- P.C. = POINT OF CURVATURE
- P.T. = POINT OF TANGENT
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- ⊣⊢ = ACCESS DENIAL LINE

D.R.B.C.T. = DEED RECORDS BELL COUNTY, TEXAS
O.P.R.B.C.T. = OFFICIAL PUBLIC RECORDS BELL COUNTY, TEXAS
R.P.R.B.C.T. = REAL PROPERTY RECORDS BELL COUNTY, TEXAS

SCALE IN FEET

100 50 0 100

NOTES:

ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, WITH ALL DISTANCES AND COORDINATES BEING NAD 83 DATUM AND ADJUSTED TO THE SURFACE BY PROJECT SURFACE FACTOR OF 1.00012.

ACCESS IS PERMITTED TO HIGHWAY FACILITY FROM THE ABUTTING PROPERTY.

PROPERTY DESCRIPTION WITH SAME DATE WAS PREPARED WITH THIS PLAT.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

July 13

JOSEPH BEAVERS
Registered Professional Land Surveyor, No. 4938, State of Texas

TRACT: 1	ACRES: 1.238
HIGHWAY: US 183	COUNTY: WILLIAMSON
ROW CSJ: 0151-04-069	DATE: 07/09/13
SCALE: 1" = 100'	SHEET: 4 of 4

PROJECT NAME: US 183 SURPLUS JOB NUMBER: 170-13-21

STATE OF TEXAS
REGISTERED
JOSEPH BEAVERS
4938
PROFESSIONAL
LAND SURVEYOR

LANDESIGN
SERVICES, INC.

512-238-7901
555 ROUND ROCK WEST DR.
BUILDING D, SUITE 170
ROUND ROCK, TEXAS 78681

AGENDA ITEM # 13

Executive Summary

September 19, 2013

Agenda Subject: Street Vacate Case 13-SV-001: First reading and consider action on the vacation of the Sepia Lane ROW, generally located to the west of the intersection of Bagdad Road and Blueline Drive, Leander, Williamson County, Texas.

Background: Sepia Lane is a platted ROW that was never constructed. The adjacent property owner to the west is proposing a commercial development and would like to incorporate the ROW into his project.

Origination: Applicant: Leander Shopping Center, LTD (Amir Kalantari)

Financial Consideration: The City will receive the amount authorized by the City Council for the sale of the ROW.

Recommendation: Staff has reviewed the requested ROW vacation and recommends approval. The ROW agent provided a value in the amount of $8,700 for the land being vacated which was based upon market research indicating the value of commercial land in the vicinity of the subject parcel at $3.50 per square foot. Due to the nature of the size and location of the ROW parcel, the ROW agent applied a 50% discount to the market-based rate.

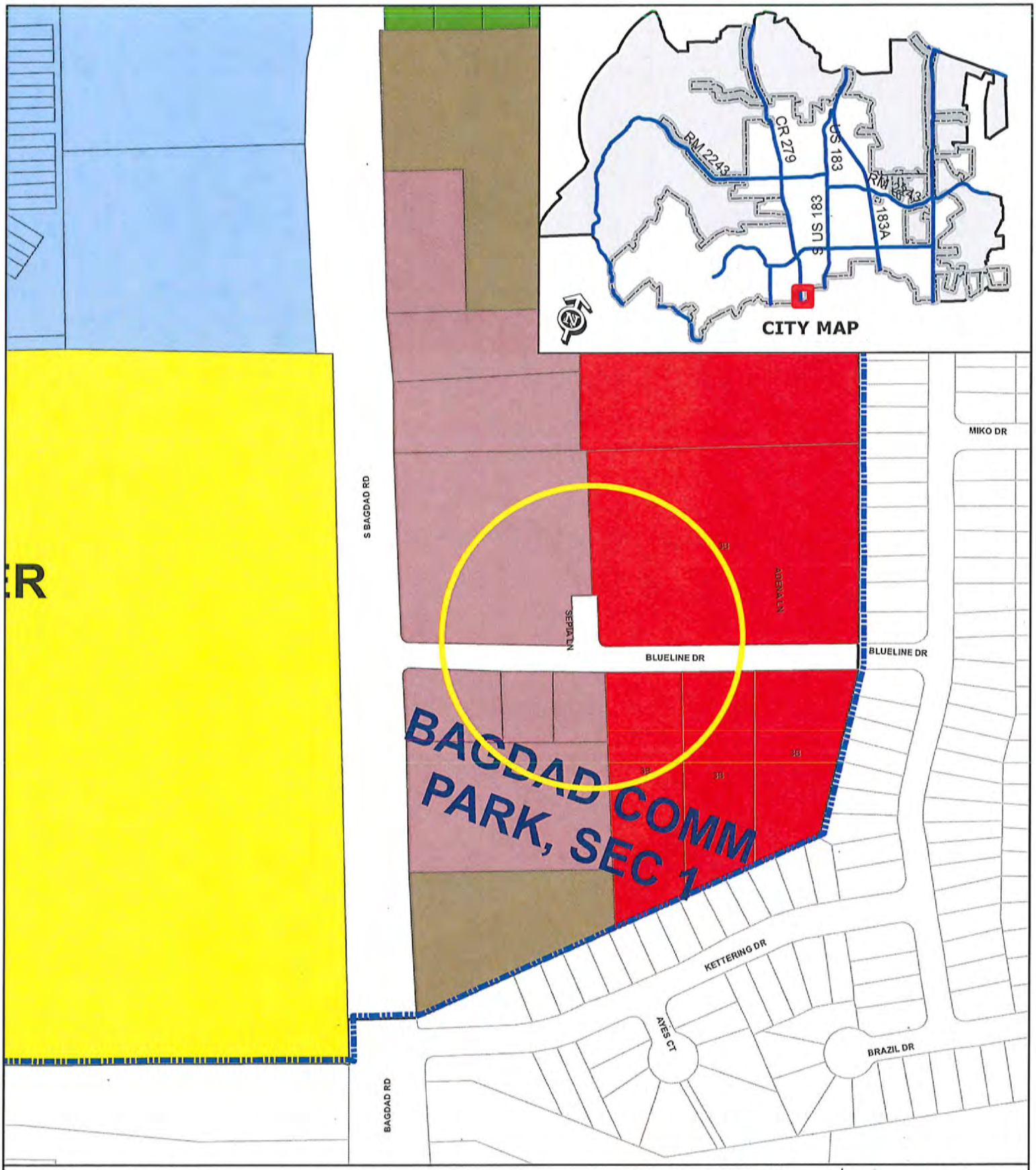
The applicant has requested that we consider a reduced price since the land holds no real value to the City and no City funds have been expended within the ROW. Staff is comfortable supporting selling the land for $4,350 which is half of the value proposed by the ROW agent and represents a 75% discount to the market-based rate.

Attachments:

1. Location Exhibit
2. Aerial Exhibit
3. Valuation Report

4. Neighbor Release Form
5. Ordinance

Prepared By: Tom Yantis, AICP
Development Services Director 09/11/2013



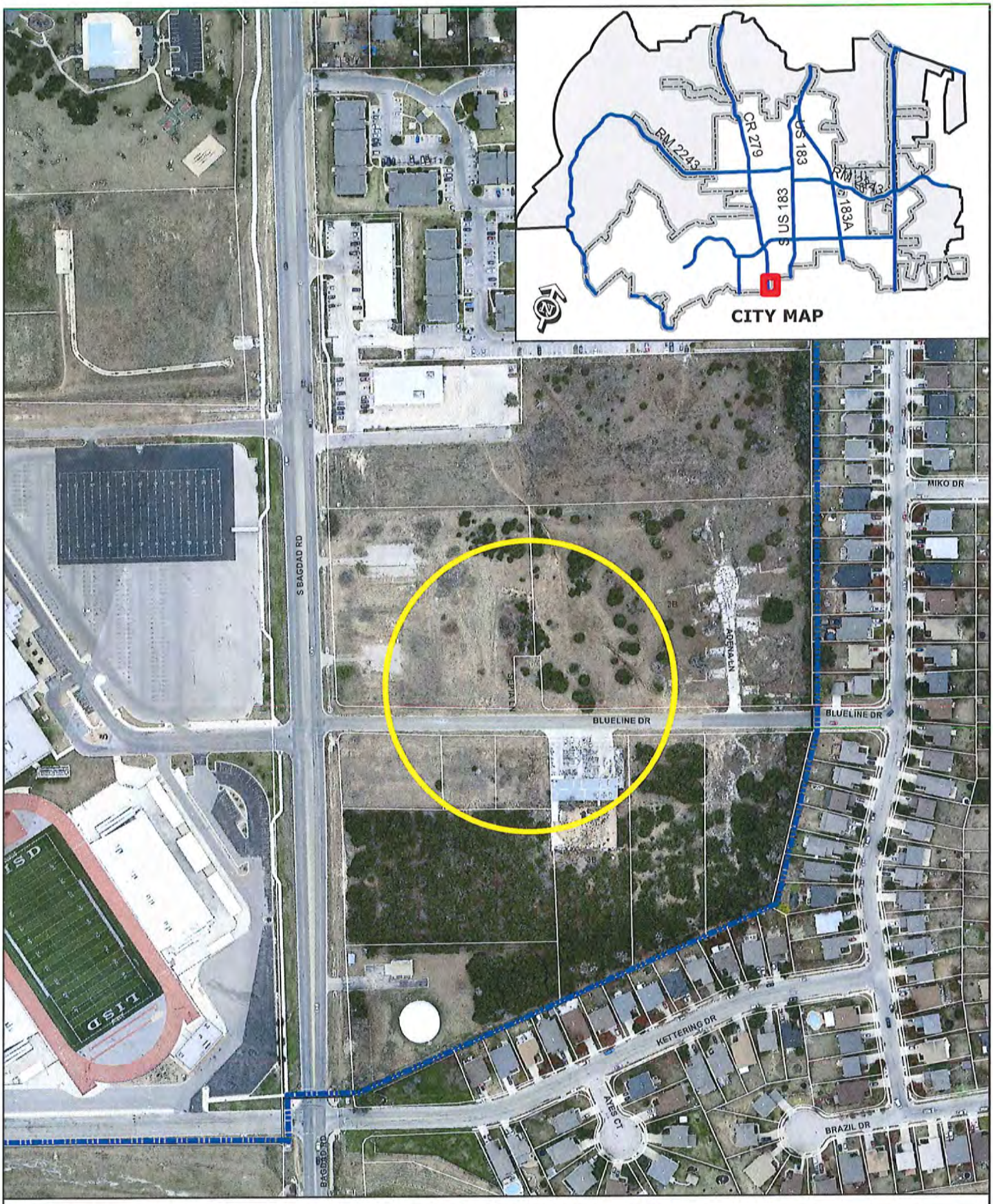
STREET VACATE 13-SV-001

Attachment #1

ROW Vacation Request
Sepia Lane

0 200 400
Feet

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



STREET VACATE 13-SV-001

Attachment #2

ROW Vacation Request
Sepia Lane
Aerial Exhibit - Approximate Boundaries

City Limits

0 200 400
Feet

ATTACHMENT #3

TO: Robin Griffin
City of Leander Planner

FROM: Dianna Tinkler **DATE:** August 23, 2013

RE: Sepia Lane Right of Way Vacation (0.114 acres)

The purpose of this memo to provide data regarding property values for the City of Leander's use in estimating a value only for the right of way vacation of Sepia Lane containing 0.114 acres and is not intended to be an appraisal of the property.

The 0.114 acre proposed right of way vacation is for Sepia Lane, which is located near the intersection of Bagdad Road and Blueline. Sepia Lane is 50 feet wide and ranges from 81.71 to 84.05 feet deep. Sepia Lane is between Lot 1, Block A, Bagdad Commercial Park, Section 1 (Replat), and Lot 8, Block A, Blueline Park Subdivision, both located in Williamson County, Texas.

The owner of Lot 1 has requested to purchase the 0.114 acre vacated right of way for Sepia Lane from the City of Leander. The most probable use for the vacated right of way will be assemblage with the adjoining lot. Lot 1 is located across Bagdad Road from Leander High School. According to Robin Griffin, City Planner, Lot 1 is zoned local commercial (LC2B). This zoning allows a variety of commercial uses including but not limited to retail, restaurants, banks, and medical offices, but limits the hours of operation for the businesses. Williamson Central Appraisal District (WCAD) has assessed Lot 1 at $3.46/SF for the 3.154 acre lot.

I have researched vacant lots listed for sale along Bagdad Road between New Hope Road and Crystal Falls Parkway and reviewed the WCAD assessed values for these same lots in order to estimate the value of the proposed Sepia Lane right of way vacation for the City of Leander.

Listing #1 is located at 2804 Bagdad Road, just north of Blueline. According to Steve Turner with Turner Commercial Properties, the property is listed for $4.00/SF for 4.88 acres and is zoned local commercial (LC2B) in the front and general commercial (GC3C) in the rear of the property. WCAD has this property assessed at $2.00/SF. Per conversations with WCAD, the assessed value for this lot was reduced due to its "flag" shape, limited frontage, and split zoning between local commercial and general commercial.

Listing #2 is located between County Cork and County Glen on the east side of Bagdad Road. This 1.36 acre tract is comprised of Lots 17 through 20 of Block J, County Glen, Section 6, Williamson County, Texas. According to Bill Oates with Captex Commercial, this property is listed for $3.50/SF and is zoned general commercial (GC3C). Lots 19 and 20 have portions located in the 100-year floodplain and assessed values have been discounted to $2.74/SF and $1.03/SF, respectively. Lots 17 and 18 are not in the 100-year floodplain and were assessed at $3.43/SF.

Listing #3 is located at the southwest corner of Oakwood and Bagdad Road. According to Samir with TLC Properties, the property is listed for $207,000 and contains about 30,000 square feet, which equals $6.90/SF. The property is zoned local commercial

(LC2B) with all utilities available. WCAD has this property assessed at $3.93/SF. Due to Bagdad Road's mixed use development of residential, commercial and vacant land, WCAD has stated that the land selling for over $6.00/SF is usually located in closer proximity to Crystal Falls Parkway where there is more intense commercial development.

Listing #4 is located one lot south of the intersection of Apache and Bagdad Road on the west side of Bagdad Road. The property contains 2 acres, is zoned general commercial (GC3C), and all utilities are available. Charles Harvey with Don Quick Real Estate has the property listed at $6.00/SF. WCAD has the property assessed at $2.94/SF. The development in this area is mixed use with residential, commercial and vacant properties. WCAD reports that the $6.00/SF and higher land sales in the area are generally closer to Crystal Falls Parkway where commercial development is more intense. The higher listing price may be attributable to general commercial zoning versus local commercial zoning.

After omitting the two lots in Listing #2 located in the 100-year floodplain, the assessed value for the four listings along Bagdad Road range from $2.00/SF to $3.93/SF. The four listings are priced from $3.50/SF to $6.90/SF. The most probable use for the Sepia Lane vacated right of way will be assemblage with the adjoining property. Based on Sepia Lane not being located near Crystal Falls Parkway and the more intense commercial development, I have omitted Listing #3 and #4. In my opinion, the best indicators of value for Sepia Lane right of way are Listing #1 valued at $4.00/SF being located in closest proximity to Sepia Lane and Listing #2 valued at $3.50/SF.

The maximum value of the proposed Sepia Lane right of way vacation can be determined by applying the full fee simple value of $3.50/SF for the 0.114-acre tract as follows:

$3.50/SF x 4,966 SF (or 0.114 acres) = $17,381 rounded to $17,400.

However, the 0.114-acre tract within the proposed Sepia Lane right of way vacation has limited market demand and value to a prospective purchaser other than for assemblage with the adjoining lots on either side of Sepia Lane. In talking to appraisers, it is common practice in the real estate industry to reduce the value of street right of way vacations due to their limited marketability and limited development potential due to their small size. In this scenario, a 50% reduction in value is acceptable. By applying the 50% reduction in value, the indicated value is as follows:

$17,400 x 50% = $8,700 for the 0.114 acre Sepia Lane right of way vacation.

ATTACHMENT #4

RELEASE AND ASSIGNMENT OF INTEREST IN PROPERTY

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON § **KNOW ALL PERSONS BY THESE PRESENTS:**

I/We, ROCK CHINESE CHURCH OF AUSTIN ("**RELEASOR(S)**"), am/are the owner(s) in fee of property that abuts the street right-of-way commonly known as Sepia Lane, located in Leander, Williamson County, Texas (the "ROW"). The City Council of the City of Leander, Texas, has authorized conveyance of the ROW to abutting property owners in proportion to their ownership of the abutting ROW.

I/We do not wish to exercise my/our right to purchase any portion of the ROW, and I/we hereby release and assign to Leander Shopping Center, LTD (the "**ASSIGNEE**"), who own property abutting the ROW, any interest I/we may have to purchase a portion of the ROW in proportion to my/our ownership of abutting property, said portion more particularly described as follows:

PROPERTY: 0.114 acres of land situated in the S.J. Survey, A-168, being all of Sepia Lane as shown on the plat of Bagdad Commercial Park Section One. See attached Exhibit "A".

I/we hereby authorize the City of Leander, Texas to convey the Property to the **ASSIGNEE**, subject to the reserved drainage and public utility easements.

EXECUTED at Leander, Williamson County, Texas, this the 25th day of 2013.

RELEASOR(S)

By: MAYSENG FENG (printed name)

By: _____ (printed name)

THE 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 MAYSEN FENG, Releasor herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 25th day of 2013.

Ellen Pizalate

Notary Public-State of Texas

ELLEN PIZALATE
MY COMMISSION EXPIRES
September 20, 2014

THE 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 _____, Releasor herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 25th day of 2013.

_____

Notary Public-State of Texas

AFTER RECORDING PLEASE RETURN TO:
City of Leander
City Secretary
P.O. Box 319
Leander, Texas 7864

EXHIBIT A

AUSTIN SURVEYORS
P.O. BOX 180243
AUSTIN, TEXAS 78718

2105 JUSTIN LANE #103
(512) 451-6605

Accompaniment to sketch 1842vac

FIELD NOTES FOR 0.114 ACRES

All that certain tract or parcel of land situated in the S.J. Dover Survey, A-168, in Williamson County, Texas and being all of Sepia Lane as set out on the plat of Bagdad Commercial Park Section One, a subdivision recorded in Cabinet H, Slide 205 of the Plat Records of Williamson County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at an iron pin found in the North corner of Sepia land and the West corner of Lot 1 in Block B of Bagdad Commercial Park Section One for the North corner of this tract.

THENCE S 19°27'20" E with the Northeast line of Sepia Lane 84.05 feet to an iron pin found in the PC of a curve to the left said curve having a radius of 14.53 feet and a central angle of 88°23'30".

THENCE with the arc of the said curve 22.42 feet the long chord of which bears S 63°39'10" E 20.26 feet to an iron pin set on the Northwest line of Blueline Drive for the East corner of this tract.

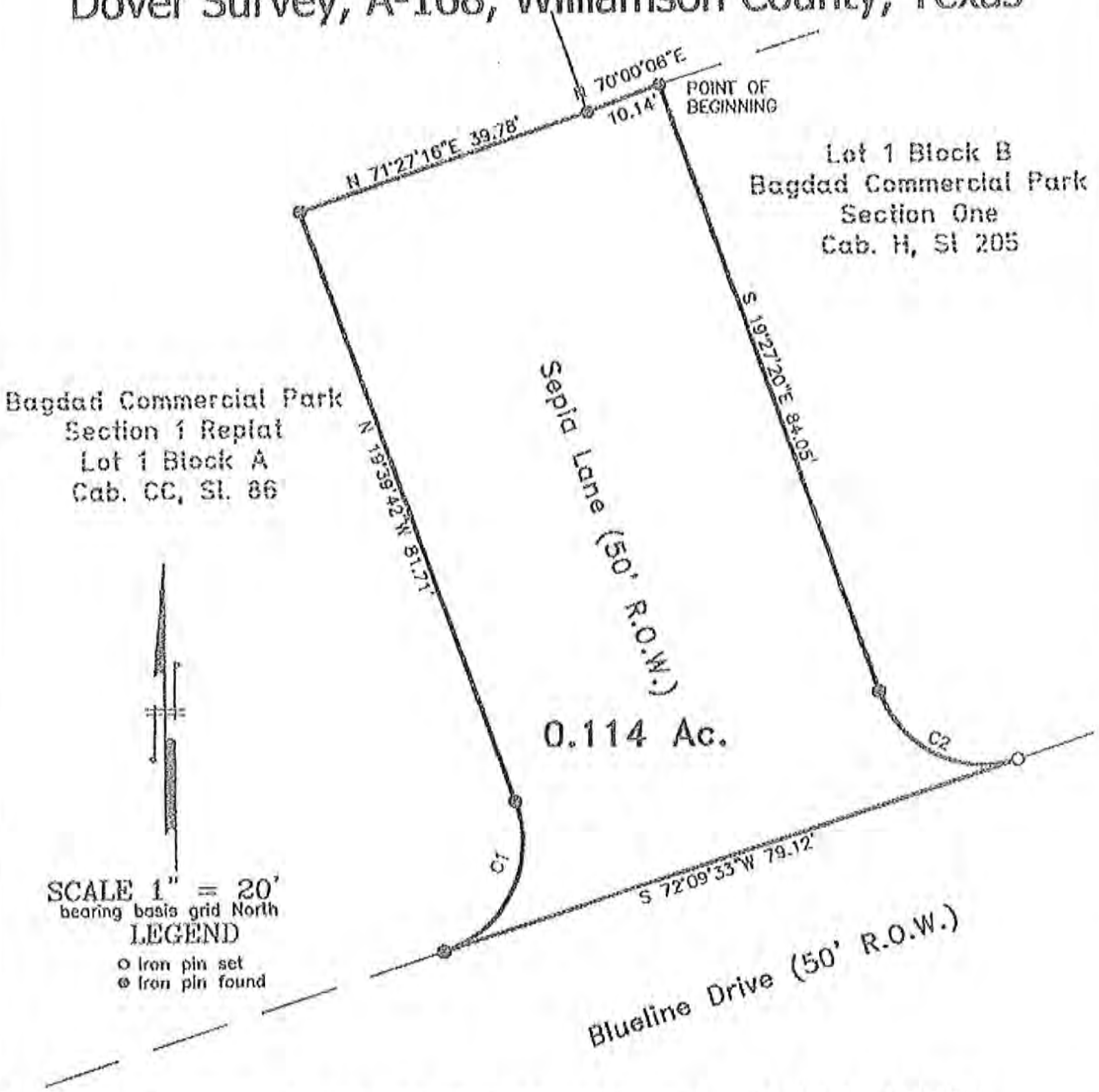
THENCE S 72°09'33" W with the Northwest line of Blueline Drive 79.12 feet to an iron pin found on the Southeast line of Lot 1 in Block A of the Bagdad Commercial Park Section 1 Replat as recorded in Cabinet CC, Slide 86 of the above mentioned Plat Records for the South corner of Sepia Lane and the South corner of this tract.

THENCE with the arc of a curve to the left 24.09 feet, said curve having a radius of 15.00 feet and a central angle of 92°00'07", and a long chord which bears N 25°51'00" E 21.58 feet to an iron pin found for the PT of the said curve.

THENCE N 19°39'42" W with the Southwest line of Sepia Lane 81.71 feet to an iron pin found in an interior corner of the above mentioned Lot 1 Block A for the West corner of Sepia Lane and the West corner of this tract.

THENCE N 71°27'16" E with the Northwest line of the Sepia Lane 39.78 feet to an iron pin found in the East corner of the said Lot 1 Block A for an angle point of this tract.

Sketch to accompany field notes for a 0.114 acre street vacation in the S.J. Dover Survey, A-168, Williamson County, Texas



SCALE 1" = 20'
bearing basis grid North

LEGEND
o Iron pin set
⊕ Iron pin found

Curve	Radius	Length	Delta	Chord	Chord Bear.
C1	15.00'	24.09'	92°00'07"	21.58'	N 25°51'00" E
C2	14.53'	22.42'	88°23'30"	20.26'	S 63°39'10" E

0.114 ACRES

File No.: 1842xxc	Designed By: skp
Job No.: 1842-415	Drawn By: skp
Date: June 2013	Checked By:
Scale: 1"= 20'	Revised:

AUSTIN SURVEYORS
2105 Justin Lane #103
Austin, Texas 78757

© Austin Surveyors 2013

Field notes prepared

THENCE N 70°00'06" E 10.14 feet to the POINT OF BEGINNING, containing 0.114 acres of land, more or less.

I, Claude F. Hinkle, Jr. , a Registered Professional Land Surveyor, do hereby certify that these field notes accurately represent the results of an on-the-ground survey made under my supervision during April of 2013 and are correct to the best of my knowledge and belief. These field notes are to be used only for the vacation of Sepia Lane. Any use by these or any other persons for any other purpose is expressly prohibited.

Claude F. Hinkle, Jr.
R.P.L.S. No. 4629

13 June 13
Date 1842.doc

© Austin Surveyors 2013

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, CLOSING, VACATING, AND ABANDONING A PORTION OF STREET RIGHT-OF-WAY COMMONLY KNOWN SEPIA LANE; AUTHORIZING CONVEYANCE TO ABUTTING PROPERTY OWNERS IN PROPORTION TO ABUTTING OWNERSHIP; PROVIDING FINDINGS OF FACT; AUTHORIZING CONVEYANCE OF SUCH ABANDONED STREET RIGHT-OF-WAY BY SPECIAL WARRANTY DEED; PROVIDING SEVERABILITY, EFFECTIVE DATE AND OPEN MEETINGS CLAUSES; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the street right-of-way commonly known Sepia Lane being 0.114 acres of land, more or less, as shown in Exhibit "A", was platted but never constructed, and said street right-of-way is surplus and not necessary for use by the City, the general public, or the landowners adjacent thereto as streets;

WHEREAS, Chapt. 272, *Tex. Loc. Gov't Code*, authorizes political subdivisions to sell and convey rights-of-way to abutting owners in proportion to abutting ownership at an appraised fair market value;

WHEREAS, one of the two abutting property owners to the Sepia street right-of-way has by a written notarized instrument, released and assigned his or her right to purchase a portion of the street right-of-way to any other owner of property that abuts such street right-of-way; and

WHEREAS, the City Council approves the amount of $4,350.00 as the fair market value of the above described Sepia Lane street right-of-way;

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 incorporated into this Ordinance as findings of fact by the City Council of Leander, Texas.

Section 2. Right-of-Way. The fifty foot (50'), more or less, wide right-of-way commonly known as Sepia Lane, located in Leander, Williamson County, Texas, being 0.114 acres, more or less, of land situated in the S.J. Dover Survey, A-168, in Williamson County, Texas being all of Sepia Lane as set out on the plat of Bagdad Commercial Park Section One, a subdivision recorded in Cabinet H, Slide 205 of the Plat Records of Williamson County, Texas, located perpendicular to and abutting to the north of Blueline Drive, Williamson County, Texas and as more particularly shown and described in Exhibit "A" attached hereto and incorporated herein for all purposes, is hereby permanently closed. Said right-of-way is hereinafter referred to as the Property or the street right-of-way. The Property shall be vacated and abandoned by the City and the general public upon conveyance of such parcel pursuant to Section 3.

Section 3. Consideration and Authorization to Execute Special Warranty Deed. The Mayor and the City Secretary be and are hereby authorized, empowered, instructed and directed to execute a special warranty deed or deeds, from time to time, in a form substantially similar to that set forth in Exhibit "B", conveying the rights and interests of the City in the Property to abutting property owners, in proportion to their ownership of the abutting property; provided that an owner in fee of abutting property may, by a written notarized instrument, release and assign his or her right to purchase a portion of the street right-of-way to any other owner of property that abuts such street right-of-way, thereby authorizing the City to convey such interest to such assignee; provided that said special warranty deed shall reserve drainage and/or public utility easements to be held by the City as described in the special warranty deed attached as Exhibit "B", and provided that the total purchase price to be paid for such property shall be $4,350.00 for such tract of right-of-way. Upon the payment of the purchase price, any surveying fees, and a proportionate amount of attorneys fees related to drafting and reviewing documents necessary to convey the Property, the execution and filing of a Release and Assignment of Interest in Property executed by an abutting property owner in the county real property records, as necessary, and the execution of such deed, such deed shall be and become a valid and binding act and deed of the City of Leander, Texas.

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

Section 6. 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 _____ day of _____, 2013.

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

_____ _____

Debbie Haile, City Secretary Christopher Fielder, Mayor

Exhibit "A"

(Insert survey and Exhibit)

Exhibit "B"

SPECIAL WARRANTY DEED

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

That the **City of Leander, Texas**, a Texas municipal corporation, hereinafter called "**GRANTOR**," for and in consideration of the sum of Ten and No/100 Dollars ($10.00), together with other good and valuable consideration, to **GRANTOR** cash in hand paid by Leander Shopping Center, Ltd., hereinafter called "**GRANTEE**", the receipt of which is hereby acknowledged, has **GRANTED, SOLD** and **CONVEYED**, and by these presents does **GRANT, SELL** and **CONVEY** unto the said **GRANTEES**, all that certain lot, tract or parcel of land known and described as follows:

PROPERTY:

All that certain parcel of land being a fifty foot (50'), more or less, wide right-of-way commonly known as Sepia Lane, located in Leander, Williamson County, Texas, being 0.114 acres, more or less, of land situated in the S.J. Dover Survey, A-168, in Williamson County, Texas being all of Sepia Lane as set out on the plat of Bagdad Commercial Park Section One, a subdivision recorded in Cabinet H, Slide 205 of the Plat Records of Williamson County, Texas, located perpendicular to and abutting to the north of Blueline Drive, Williamson County, Texas and as more particularly shown and described in Exhibit "A" attached hereto and incorporated herein for all purposes.

This conveyance is expressly made subject to the easements reserved in this instrument, if any, and the restrictions, covenants and easements, if any, apparent on the ground, in use or existing of record in the office of the County Clerk of Williamson County, Texas, to which reference is made herein for all purposes.

GRANTEE owns the lot or parcel of land immediately adjacent to and abutting the Property, being more particularly described as Lot 1, Block A, Bagdad Commercial Park, Section 1 (Replat) in Williamson County, Texas (the "Lot"). Section 7(a)(9), Article I, Chapter 10, Leander Code of Ordinances provides that the conveyance of any land by the City of Leander (the "City") to a private entity when such land is to be added to an existing lot is exempt from the City's subdivision regulations (the "Exemption"). For the purpose of conveyance of the Property being subject to the Exemption and for and in consideration of the conveyance of the Property to **GRANTEE**, **GRANTEE** binds the Property and the Lot (hereinafter referred to collectively as the "Tracts") to this covenant which shall run with the land until released by compliance with this deed or the City's regulations for separating the Tracts or replatting of the Tracts applicable at the time of separation or replatting of the Tracts. This shall be and hereby is deemed a covenant running with the land enforceable by the City and to be released only by the City upon demonstration of compliance with this deed or the then-applicable ordinances of the City. The

Tracts as combined shall hereinafter be treated as one lot with the outer boundaries of the Tracts being treated as the outer boundaries of one lot for purposes of setbacks and conveyance. Except as otherwise provided herein, **GRANTEE** hereby binds **GRANTEE** and all **GRANTEE'S** successors, assigns, executors and heirs to convey and occupy the Tracts as one lot and one building site until such time as the Tracts are separated or replatted in compliance with then-applicable City ordinances and the City approves such compliance by releasing this covenant.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging, unto the said **GRANTEE**, the heirs, executors, successors and assigns forever, and **GRANTOR** does hereby bind its successors and assigns to **WARRANT AND FOREVER DEFEND**, all and singular, the said premises unto the said **GRANTEE**, the heirs, executors, successors and assigns, against every person whomsoever lawfully claiming or to claim the same by, through or under the City of Leander, Texas, but not otherwise.

EXECUTED at Leander, Williamson County, Texas, this the __ day of _____ 2013.

Attest:

_____
Debbie Haile, City Secretary

City of Leander, Texas

_____
Christopher Fielder, Mayor

ACCEPTED AND AGREED BY GRANTEE:

Leander Shopping Center Ltd.

By:_____
Amir Kalantari
Title:_____

THE 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 Christopher Fielder, Mayor, of the City of Leander, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the __ day of _____ 2013.

_____
Notary Public - State of Texas

THE 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 Amir Kalantari, _____ of Leander Shopping Center, Ltd. and Grantee herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the __ day of _____ 2013.

_____
Notary Public - State of Texas

AFTER RECORDING, PLEASE RETURN TO:

City of Leander
City Secretary
P.O. Box 319
Leander, Texas 78646-0319

EXHIBIT A

AUSTIN SURVEYORS
P.O. BOX 180243
AUSTIN, TEXAS 78718

2105 JUSTIN LANE #103
(512) 454-6605

Accompaniment to sketch 1842vnv

FIELD NOTES FOR 0.114 ACRES

All that certain tract or parcel of land situated in the S.J. Dover Survey, A-168, in Williamson County, Texas and being all of Sepia Lane as set out on the plat of Bagdad Commercial Park Section One, a subdivision recorded in Cabinet H, Slide 205 of the Plat Records of Williamson County, Texas and being more particularly described by metes and bounds as follows:

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THENCE with the arc of the said curve 22.42 feet the long chord of which bears S 63°39'10" E 20.26 feet to an iron pin set on the Northwest line of Blueline Drive for the East corner of this tract.

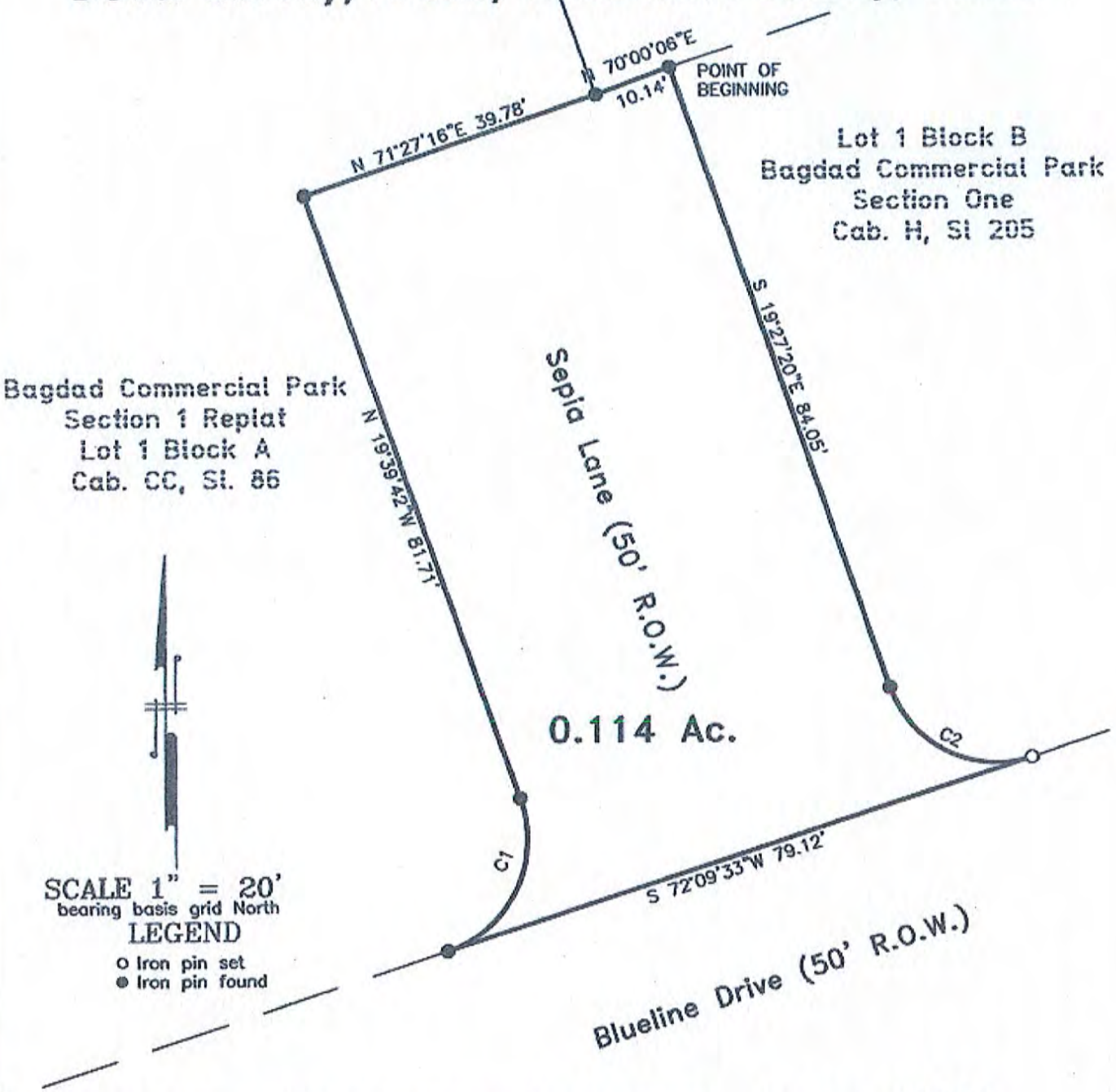
THENCE S 72°09'33" W with the Northwest line of Blueline Drive 79.12 feet to an iron pin found on the Southeast line of Lot 1 in Block A of the Bagdad Commercial Park Section 1 Replat as recorded in Cabinet CC, Slide 86 of the above mentioned Plat Records for the South corner of Sepia Lane and the South corner of this tract.

THENCE with the arc of a curve to the left 24.09 feet, said curve having a radius of 15.00 feet and a central angle of 92°00'07", and a long chord which bears N 25°51'00" E 21.58 feet to an iron pin found for the PT of the said curve.

THENCE N 19°39'42" W with the Southwest line of Sepia Lane 81.71 feet to an iron pin found in an interior corner of the above mentioned Lot 1 Block A for the West corner of Sepia Lane and the West corner of this tract.

THENCE N 71°27'16" E with the Northwest line of the Sepia Lane 39.78 feet to an iron pin found in the East corner of the said Lot 1 Block A for an angle point of this tract.

Sketch to accompany field notes for a 0.114 acre street vacation in the S.J. Dover Survey, A-168, Williamson County, Texas



SCALE 1" = 20'
bearing basis grid North

LEGEND
o Iron pin set
● Iron pin found

Curve	Radius	Length	Delta	Chord	Chord Bear.
C1	15.00'	24.09'	92°00'07"	21.58'	N 25°51'00" E
C2	14.53'	22.42'	88°23'30"	20.26'	S 63°39'10" E

0.114 ACRES
Page 3 of 3

File No.: 1842vac	Designed By: skip
Job No.: 1842-415	Drawn By: skip
Date: June 2013	Checked By:
Scale: 1"= 20'	Revised:

AUSTIN SURVEYORS
2105 Justin Lane #103
Austin, Texas 78757

© Austin Surveyors 2013

Field notes prepared

THENCE N 70°00'06" E 10.14 feet to the POINT OF BEGINNING, containing 0.114 acres of land, more or less.

I, Claude F. Hinkle, Jr. , a Registered Professional Land Surveyor, do hereby certify that these field notes accurately represent the results of an on-the-ground survey made under my supervision during April of 2013 and are correct to the best of my knowledge and belief. These field notes are to be used only for the vacation of Sepia Lane. Any use by these or any other persons for any other purpose is expressly prohibited.

Claude F. Hinkle, Jr.
R.P.L.S. No. 4629

13 June 13
Date 1842.doc

© Austin Surveyors 2013

AGENDA ITEM # 14

Executive Summary

September 19, 2013

Agenda Subject:	An Ordinance Of The City Of Leander, Texas, Amending Article 13.01 To Establish Parameters For Contracts For Participation In Construction Of Public Improvements Entered Pursuant To Subchapter C, Chapter 212, Texas Local Government Code; Providing An Open Meetings Clause And Effective Date; And Providing For Other Related Matters.
Background:	The City from time to time enters into cost sharing agreements with developers for the over sizing of public improvements. Typically, public improvement projects must be competitively bid. However, State law provides an exception to competitive bidding for certain projects that are the subject of a cost participation with a developer so long as the public improvement is no more than 30% of the total cost of the contract. This ordinance is necessary to allow for the provisions that are included in the development agreement with RMD Holdings that is on this agenda.
Origination:	Tom Yantis, Director of Development Services
Financial Consideration:	None.
Recommendation:	Staff recommends approval of the ordinance.
Attachments:	1. Ordinance
Prepared By:	Tom Yantis, AICP Development Services Director 09/11/2013

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING ARTICLE 13.01 TO ESTABLISH PARAMETERS FOR CONTRACTS FOR PARTICIPATION IN CONSTRUCTION OF PUBLIC IMPROVEMENTS ENTERED PURSUANT TO SUBCHAPTER C, CHAPTER 212, TEXAS LOCAL GOVERNMENT CODE; PROVIDING AN OPEN MEETINGS CLAUSE AND EFFECTIVE DATE; AND PROVIDING FOR OTHER RELATED MATTERS.

WHEREAS, Subchapter C, Chapter 212, Texas Local Government Code ("Subchapter C"), provides an exception from Chapter 252, Texas Local Government Code, for contracts entered pursuant to Subchapter C with a developer of subdivision or land for the construction of public improvements; and

WHEREAS, the City of Leander, Texas (the "City") desires to adopt an ordinance establishing parameters for contracts entered pursuant to Subchapter C;

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

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

Section 2. **Public Improvement Contracts.** Article 13.01 is hereby amended by adding Section 13.01.003 to read as follows:

13.01.003. Public Improvement Contracts

Subject to City Council approval, the City Manager is authorized to negotiate agreements authorized by Subchapter C, Chapter 212, Texas Local Government Code, with developers of subdivisions or land to construct public improvements. The City's participation in the cost of the public improvements under a contract entered under Subchapter C shall be limited to the amount agreed upon in the contracts approved by the City Council, from time to time, provided that such amount does not exceed the limits established by law. The developer will be required to submit a performance bond. The developer's books and other records related to a project subject to a contract entered under this Section shall be available for inspection by the City upon reasonable notice.

Section 3. **Amendment of Conflicting Ordinances.** Article 13.01 is hereby amended as provided herein. Any ordinances or parts thereof conflicting or inconsistent with the provisions of this ordinance as adopted and amended herein, are hereby amended to the extent of such conflict only. In the event of a conflict between this ordinance and another ordinance of the City, this ordinance shall control.

Section 4. **Effective Date.** This Ordinance shall be in full force and effect immediately upon its final passage in the manner required by the Texas Local Government Code and the Charter.

Section 5. **Open Meetings.** It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

PASSED AND APPROVED on this the 19th day of September, 2013.

ATTEST: **The City of Leander, Texas**

_____
Debbie Haile, City Secretary

_____
Christopher Fielder, Mayor

AGENDA ITEM # 15

Executive Summary

September 19, 2013

Agenda Subject: Consideration and action on a development agreement between the City and RMD Holdings, LP for a 150.2 acre, more or less, tract, known as the Ewing Development, LLC tract, located partially within the city limits and partially within the ETJ of the City of Leander, Williamson County, Texas.

Background: The subject property abuts County Road 280 in the northwest part of the City and ETJ. The portion within the City limits is currently zoned SFR-1-B and the developer is proposing to seek annexation for the remainder of the property and seek a rezoning to develop the entire property as single-family residential under the City's SFR-2-A zoning district.

The development agreement covers the following key points:

1. Provides for the Developer to construct a water line sized to the City's master plan size of 16 inches and receive Impact Fee Rebates for the differential cost of the size required to serve the development and the 16 inch line size.
2. Provides for the voluntary annexation of the entire tract.
3. Provides for the approval of a concept plan consistent with the single-family rural zoning.
4. Establishes a fee in lieu of compliance with the City's Roadway Adequacy ordinance in the amount of $500 per lot.
5. Provides for Pedernales Electric Cooperative to construct an underground electric transmission line with the right-of-way of CR 280 and obligates the City to pay for any future costs of relocating the line if necessary.
6. Requires the Developer to construct an 8 foot wide sidewalk on the north side of CR 280 and credits the cost of the sidewalk toward the Developer's required parkland improvement fees.

Origination:	Applicant: RMD Holdings, LP (Rhett Dawson)
Financial Consideration:	The City is agreeing to Impact Fee Rebates as a part of this agreement.
Recommendation:	Staff recommends approval of the development agreement.
Attachments:	1. Development Agreement and Exhibits
Prepared By:	Tom Yantis, AICP Development Services Director 09/11/2013

DEVELOPMENT AND ANNEXATION AGREEMENT
FOR THE EWING DEVELOPMENT, LLC TRACT

This Development Agreement for the Haynie Tract (the "Agreement") is made and entered into, effective as of the ___ day of _____, 2013, by and between the **City of Leander, Texas**, a Texas home rule municipal corporation (the "City"), and **RMD Holdings, LP** (the "Developer"). The City and the Developer are sometimes referred to herein as the "Parties." The Parties agree as follows.

Article I. Purpose; Consideration.

1.01. The Developer has under contract the right to purchase that certain 150.2, more or less, acre tract located in Williamson County, Texas, being more particularly described in Exhibit A attached hereto and incorporated herein for all purposes (the "Property") and wishes to develop the Property as a single-family residential subdivision in accordance with the development standards for the SFR-2-A zoning district (the "Subdivision") and to provide for certain modifications to the City's development regulations as set forth herein. The City desires to contract with the Developer to oversize an internal water line for the Subdivision as provided in Article III to serve City customers outside of the Subdivision, with the City rebating water impact fees to the Developer as provided herein to offset the costs incurred by the Developer to oversize the water line.

1.02. Developer will benefit from the certainty and assurance of the development regulations applicable to the development of the Subdivision as provided herein and to the extent consistent with the law and by virtue of the services that will be made available to the Subdivision pursuant to the terms of this Agreement and the municipal services plan. The City will benefit from this Agreement by virtue of its control over the development standards for the Property, annexation of the Property, and the oversizing of water infrastructure as provided herein.

1.03. The benefits to the Parties set forth in this Article 1, plus the mutual promises expressed herein, are good and valuable consideration for this Agreement, the sufficiency of which is hereby acknowledged by both Parties.

Article II. Term; Termination.

2.01. The term of this Agreement shall be ten (10) years from the Effective Date hereof, subject to earlier termination as provided in this Agreement.

2.02. The Parties further mutually agree that this Agreement shall be in full force and effect upon the date above first written, provided that, subject to the provisions in 13.01 herein, the City may terminate this Agreement if Developer fails to comply with this Agreement or fails to meet any deadlines imposed by this Agreement or the City's ordinances.

Article III. Water Line Project

3.01. The Project consists of the construction, installation, and extension of a water line (the "Water Line") through the subdivision, oversized from the diameter required by the City for the Subdivision to 16-inches in diameter for serving the surrounding areas from the City's 24-inch water line located in the right-of-way of CR 280 opposite the access road to the CR 280 Elevated Storage Tank to the northwest intersection of the future Lakeline Boulevard, along the route approved by the City and generally shown in Exhibit B (the "Project"). The Project includes the water line and those facilities and equipment required for the water line to function efficiently, to provide service to the Property and the surrounding areas, and to comply with all applicable state and local rules, regulations and standards and good design and engineering practices. Water service taps to serve lots and irrigation services within the Property may be connected to the 16 inch water line so long as they are permitted by the City in compliance with its applicable ordinances governing water service connections.

3.02. Developer shall design, construct, install and obtain City acceptance of the Project in accordance with the terms and conditions of this Agreement. The Project may be built in phases that correspond with the phases of the Subdivision that are approved by the City, so that the portion of the Project located in a particular phase may be built at the time of construction of that phase of the Subdivision, provided that the Project shall be completed within ten years of the Effective Date. In addition, The Developer shall grant the City an easement, in a form substantially similar to that attached hereto as Exhibit H, granting the City the right to enter upon the Property to construct, maintain, and repair the Project in the event the Developer fails to complete the Project in accordance with this Agreement. Nothing in this Agreement or Exhibit H shall obligate the City to construct or complete the Project.

Article IV. Project Engineer; Bidding of Project

4.01. Gray Engineering, Inc. ("Project Engineer") will act as engineer for the Project, and Project Engineer will prepare the design, construction plans and specifications, and supporting documentation for the Project in accordance with good engineering practices, the design and construction standards of all applicable state and local regulations and this Agreement. Project Engineer will work and coordinate with the City Engineer to obtain the timely review and approval by the City Engineer and the Director of Development Services of the design, plans, specifications and construction of the Project. Developer shall be responsible for ensuring that the Project Engineer complies with the terms of this Agreement, including with regard to the responsibilities assigned to Engineer herein. Developer may change the Project Engineer at Developer's discretion with written notification to the City.

4.02. The Project Engineer will solicit and receive private bids on the City approved design, plans and specifications for the Project, or the phase of the Project to be constructed, and recommend the lowest qualified bidder/contractor to Developer and the City. The Project will be

bid and constructed under the same contract as the Subdivision Improvements (defined in Section 8.01), or portions thereof if the Project is being constructed in phases as described in Section 3.02, that will be dedicated to the City (the "Public Improvements"). The request for bid proposals will require bidders to submit a Base Bid for the Water Line sized at a diameter required by the City to serve the Subdivision at full build out and an Alternate Bid for a 16 inch Water Line together with all equipment and related facilities and structures shown on the City approved plans and specifications for the Project. The City Engineer shall evaluate the bids for the Base Bid and Alternate Bid to determine whether the bids are fair, balanced and include only costs attributable to the Project prior to making a recommendation of bid award. Any unbalanced or skewed bids or bids including costs not attributable to the Project, as determined by bid tabulations will be appropriately corrected or rejected by the City. The City Engineer may also reject the bids if, in the City Engineer's opinion, the bids for the Project are too high, and require the Project to be rebid. The City Engineer shall reject the bids if the Reimbursable Costs for the Project (defined in Section 5.02) exceed thirty percent (30%) of the total bid for the Public Improvements. Developer will contract for the construction of the Project and the City will rebate Water Impact Fees as provided in Article X below that are paid by: (a) Developer and third parties for retail water service to lots and tracts within the Property; and (b) by third parties that obtain City water utility service for other land and developments by making a direct connection to the Project. The aggregate total of such rebates shall be up to but shall not exceed the Reimbursable Costs for the Project as competitively bid and constructed by Developer.

4.03. Prior to proceeding with the Project, the Developer shall submit to the City a performance bond, or performance bonds, as appropriate, that comply with Chapter 10 of the City's Code of Ordinances (the "Subdivision Ordinance") and Chapter 2253, Texas Government Code, as amended, to guarantee completion of the Project.

Article V. Cost of the Project; Reimbursable Costs

5.01. Developer shall contract for, fund and pay for the design, bidding, contract negotiation, installation and construction of the Project and shall be entitled to rebates, as provided in Article X below, of up to one hundred percent (100%) of the Reimbursable Costs (defined in Section 5.02 below) from the City, based on the oversizing of the water line, as provided in Section 4.01 and Section 4.02 above, subject to the provisions and limitations set forth in this Agreement. The Developer shall not receive any rebate or contribution from the City for any part or portion of any amenity or improvement required to be constructed within the Property; except that that Developer shall be eligible to receive water impact fee rebates up to the amount of the Reimbursable Costs for the portion of the Project that is being oversized as provided in Articles IV, V, and X of this Agreement.

5.02 The "Reimbursable Costs" for the Project, shall be:

(a) the mathematical difference between the dollar amount of the approved Base Bid and the dollar amount of the approved Alternate Bid; and

(b) the reasonable and approved total cost of the following related to the Project:

i. a dollar amount equal to 0.1225 x [the agreed mathematical difference calculated pursuant to Section 5.02(a) above].

Article VI. Annexation

6.01. All portions of the Property that are not in the city limits as of the Effective Date (the "ETJ Property") will be annexed into the corporate limits of the City in accordance with the provisions of this Agreement, subject to the discretion of the City Council of the City and compliance with the applicable notice and hearing requirements. The petition executed by owner of the Property (the "Owner") and the Developer and requesting annexation of the Property is attached hereto as Exhibit "C", and the municipal services plan for such annexation is attached hereto as Exhibit "D" (the "Municipal Services Plan"). Owner and Developer accept the municipal services plan as good, sufficient and acceptable.

Article VII. Land Use; Concept Plan Approval.

7.01. The Concept Plan attached hereto as Exhibit E is hereby approved.

7.02. The application for zoning of the Property will be to zone the Property as SFR-2-A. It is the intent of the City to zone the Property for a single-family rural development as reflected in the Concept Plan. The zoning of the Property shall be subject to the process, notices, hearings and procedures applicable to all other properties within the City. If the City does not zone the Property as SFR-2-A, unless Developer substantially amends or abandons the Concept Plan, defaults under this Agreement, or permits the Concept Plan to expire, the ETJ Property shall be and remain entitled to be developed in accordance with the development standards set forth in this Agreement, including, but not limited to, densities and uses permitted in the SFR-2-A zoning district. The Developer shall seek a rezoning for the property located in the City limits as of the Effective Date in order for it to be developed in accordance with the development standards for the zoning designation SFR-2-A.

Article VIII. Development of the Subdivision

8.01. Developer will finance, design, construct and install all required water facilities, streets, drainage facilities and other utilities, amenities and improvements within the Property, or outside the boundaries of the Property, at Developer's sole cost and expense (collectively the "**Subdivision Improvements**"). Developer shall plan, plat, build-out, and complete development and construct and install the Subdivision Improvements in compliance with good design and engineering practices, the applicable federal and state laws, rules and regulations, the Concept Plan, the City Charter, Code of Ordinances and the rules and regulations of the City, this Agreement, and the environmental regulations otherwise applicable to the Property, as amended from time to time. The ETJ Property shall additionally be developed in compliance with the land uses and development standards for zoning district SFR-2-A.

8.02. Developer shall pay a fee in lieu of compliance with the Roadway Adequacy Standards of the Subdivision Ordinance for County Road 280 and Lakeline Boulevard. The fee shall be $500.00 per lot and will be due prior to final plat approval, and payment of said fee shall be a condition of final plat approval. Developer shall dedicate the right-of-way required by the City's Roadway Plan for all internal and boundary streets. In addition to the right-of-way dedication and per lot fee, the Developer shall be responsible for improvements to County Road 280 as described in Exhibit "G" attached hereto.

8.03. Developer may build temporary turn-arounds at the end of internal streets within what will be the future right-of-way of Lakeline Blvd., which shall be constructed in accordance with the standards set forth in the City's codes and regulations and as required by the City's Fire Chief, at the end of internal streets that will tie onto the future Lakeline Blvd. The turn-arounds shall be removed and replaced with full intersections with Lakeline Blvd. at the time Lakeline Blvd. is extended to encompass these internal street intersections. The cost and performance of the removal of the turn-arounds shall not be Developer's responsibility and shall be included as a component of the project to extend Lakeline Blvd.

8.04. The City will allow Pedernales Electric Cooperative ("PEC") to install a 3-phase underground electric line and all necessary appurtenances, in the right-of-way of the north side of County Road 280 from Bagdad Road to the Property, and adjacent to the Property, in a location acceptable to PEC and the City. The City shall not require PEC to bear the cost of relocating the line, if relocation is required, and shall confirm that PEC is not required to bear such costs in writing if requested. Upon execution of this Agreement, the City shall, within thirty (30) days, sign and transmit to PEC a letter in the form attached hereto as Exhibit I.

8.05. Developer shall construct an eight-foot wide sidewalk adjacent to the Property on the north side of County Road 280 in accordance with plans and specifications approved by the City and applicable state and local regulations and good engineering practices (the "Sidewalks"). The cost for constructing the Sidewalks shall be credited towards Developer's parkland improvement fee obligation on a dollar-for-dollar basis. The amount credited shall be based on the actual construction costs of the Sidewalk, and the Developer shall provide documentation that is acceptable to the City that supports the amounts paid by Developer for the construction of the Sidewalks. To receive credit, the Sidewalks must be constructed prior to City approval of the final plat for each phase of development of the Subdivision that includes all or a portion of the Sidewalks.

Article IX. Additional Agreements and Performance

9.01. The City hereby agrees:

(a) to coordinate with Engineer on specific design requirements and specifications; and to review, and to approve and sign the plans and specifications for the Project in a timely

manner, as appropriate;

(b) to review and approve the plans, specifications and bids for construction of the Project as obtained for and on behalf of the City by Engineer and Developer, as appropriate;

(c) during the course of the Project, to review, approve and sign necessary and appropriate change orders in a timely manner; to perform all inspections of the Project in a timely manner; and to approve the Project in a timely manner if constructed in accordance with the City approved plans and specifications;

(d) after completion and final acceptance by the City of the Project as constructed, to accept the Project as part of the City's water utility systems, as appropriate;

(e) after Developer completes construction and obtains City acceptance of the Project and upon Developer completing construction of a phase or section of the Subdivision in compliance with this Agreement and the City giving final acceptance of that phase or section, the City will approve connections to the water system and provide such services within the completed phase or section of the Subdivision on the same terms and conditions as then provided within other areas of the City; and

(f) to review and process the applications made, and the plans and specifications submitted, by Developer with respect to the Subdivision.

9.02. Developer hereby agrees:

(a) to contract with the Project Engineer for the design, preparation of the plans and specifications, and the provision of the services anticipated to be performed by the Project Engineer for the Project pursuant to and in compliance with Article IV;

(b) to instruct the Project Engineer to review and approve the plans and specifications for the Project (including the estimated cost of the Project), identify any design errors, defects or insufficiencies, and to advise the City Engineer as to any perceived error, defect or insufficiency prior to approving any such plans and specifications;

(c) to instruct the Project Engineer to work and coordinate with the City, and to assure the improvements constituting the Project are eligible for funding with capital impact fees pursuant to the City's capital impact fee ordinance, prior to the execution of any contract for construction;

(d) to enter into a contract with an appropriate contractor approved by the City pursuant to competitive bids approved by the City and Developer for construction of the Project;

(e) to instruct the Project Engineer to design the infrastructure such that any construction or development within the Subdivision shall comply with the City's standards, rules, regulations and ordinances, or better;

(f) to pay the water and wastewater capital recovery/impact fees the City establishes by ordinance for each lot, tract, parcel or building site in the Subdivision prior to utility service being provided to such lot, tract, parcel or building site, unless the City has elected instead to credit some or all of the amount of the unreimbursed Reimbursable Costs, as herein defined, against the amount of such fees that would otherwise be owed to the City, in which event Developer, its grantees, successors and assigns shall pay the amount of such fees not credited;

(g) to cause and obtain the design, construction and final acceptance of the completed Project, within ten (10) years from the Effective Date of this Agreement;
(h) to pay to the City all fees and charges provided for or established by the codes, ordinances, rules and regulations of the City for or with respect to the development of the Property, including, but not limited to, zoning and subdivision application fees, water and wastewater tap and use fees and capital recovery/impact fees (subject to the other terms of this Agreement); and
(i) to timely perform and complete each task, duty and responsibility of Developer set forth in this Agreement.

Article X. Collection and Payment of Water Impact Fees

10.01. Developer, its grantees, successors, assigns, and subsequent purchasers of any portion of the Property, agree that each lot, tract, parcel or building site within the Property that will be provided water service by the City shall be required to pay the City's water impact fee (the "**Water Impact Fee**"), established pursuant to Chapter 395 of the Texas Local Government Code, in the amount that is established by the City Capital Improvements Plan and City ordinance, as amended, from time to time. The Water Impact Fee shall be payable with respect to a lot, tract, parcel, or building site at the time the building permit for each building or structure is applied for or, if no building permit is required, then upon the first to occur of the following: (a) the date construction of the building or structure is first commenced, (b) the date an application is made to the City for a water connection to serve the building or structure, or (c) the date water service is requested for the lot, tract or parcel of land.

10.02. Subject to the terms, conditions and limitations of this Agreement, during the Term of this Agreement Developer shall receive a rebate of sixty percent (60%) of the Water Impact Fees paid to the City for connections to the City water utility system within: (i) the Property; and (ii) within land or developments that connect to the Project by a direct connection or by a water line that is not listed and included in the City Capital Improvements Plan and ordinance that establishes the Water Impact Fees (the "**Impact Fee Rebates**"). The Impact Fee Rebates will terminate on the earlier to occur of: (i) Developer receiving Impact Fee Rebates equal to the Reimbursable Costs; (ii) the expiration of this Agreement; or (iii) the termination of this Agreement by reason of a Developer default. The City may suspend payment of Impact Fee Rebates if Developer is in default of this Agreement until such time that Developer cures the default.

10.03. Subject to the terms, provisions and conditions of this Agreement, the City will rebate sixty percent (60%) of the Water Impact Fees as provided in this Article, not to exceed the Reimbursable Costs for the Project. Commencing on the Effective Date and continuing until the Impact Fee Rebates are terminated pursuant to this Agreement, the City will maintain a separate escrow account for the Water Impact Fees (the "**Escrow Account**"). The City will deposit into the Escrow Account sixty percent (60%) of the Water Impact Fees paid to and received by the City for connections listed in this Article. The Escrow Account will be held by the City and the Impact Fee Rebates paid out to Developer as provided in this Agreement. If the Project is built in phases as

provided in Section 3.02 above, payment of Impact Fee Rebates shall begin after Developer completes and obtains City acceptance of a phase of the Subdivision that includes the Project and shall continue as long as there are Reimbursable Costs due to Developer for phases of the Project that have been completed and accepted by the City, subject to suspension or termination of the Impact Fee Rebates as provided in this Agreement; provided that in no event shall the Impact Fee Rebates exceed the Reimbursable Costs for the phase or phases of the Project that have been completed and accepted by the City. At such time that the amount of the Reimbursable Costs for the phase or phases of the Project that have been completed and accepted by the City are paid in full, the Impact Fee Rebates shall cease until such time that the Developer completes and obtains City acceptance of a subsequent phase of the Project that includes Project. If the Project is not build in phases, Impact Fee Rebates will not begin until Developer has completed and obtained the City's acceptance of the Project.

10.04. Impact Fee Rebates will be paid by the City to Developer quarterly in arrears. Impact Fee Rebates will be paid on or before the 15th day of each April, July, October and January following the date the City receives the Water Impact Fees after completion and the City's acceptance of the Project, or a phase thereof, as described in Section 10.03. The payments will be in an amount equal to sixty percent (60%) of the Water Impact Fees collected by City during the three (3) calendar months preceding the month the scheduled payment is due and payable. For example, if the City collects Water Impact Fees for the connection of two (2) single-family lots within the Property in November and December 2014, on or before the 15th day of January 2015, the City will pay an Impact Fee Rebate to Developer (or its assignee) in an amount equal to sixty percent (60%) of the Water Impact Fees for the two (2) single-family lots within the Property plus such other Water Impact Fees as were collected during the prior quarter. As further example, if for the months of January, February and March 2014 the City collects Water Impact Fees for the connection of five (5) single-family lots within the Property, then, on or before April 15, 2014, the City will pay an Impact Fee Rebate to Developer in an amount equal to sixty percent (60%) of the amount of the Water Impact Fees collected for the five lots. Notwithstanding any other term or provision of this Agreement, the City will discontinue rebating Water Impact Fees at such time, if any, as Developer, its grantees, successors and assigns, have been paid Impact Fee Rebates in an amount equal to the Reimbursable Costs of the Project. It is further specifically provided that Developer shall not receive Impact Fee Rebates at anytime that such are in excess of the Reimbursable Costs of the Project.

Article XI. Assignment of Commitments and Obligations

11.01. Developer Assignment of Agreement. Developer's rights and obligations under this Agreement may be assigned by Developer to one (1) or more purchasers of all or part of the Property; provided the City Council of the City must first approve and consent to any such assignment by Developer of this Agreement or of any right or duty of Developer pursuant to this Agreement, which consent shall not be unreasonably withheld or delayed.

11.02. Binding Obligations. This Agreement shall be binding upon and inure to the benefit of the parties, their successors, and assigns. The Memorandum of Agreement, in the form attached as Exhibit "F", shall be recorded in the Official Public Records of Williamson County, Texas within ninety days after the Effective Date. Nothing in this Agreement is intended to impose the Developer's obligations on individual owners that purchase lots for their personal use provided that such individual owners shall pay such fees and charges as required by City ordinances in effect by time to time, including but not limited to water and wastewater impact fees.

Article XII. Default and Related Provisions

12.01. Default. Notwithstanding anything herein to the contrary, no party shall be deemed to be in default hereunder until the passage of fourteen (14) business days after receipt by such party of notice of default from the other party. Upon the passage of fourteen (14) business days without cure of the default, such party shall be deemed to have defaulted for purposes of this Agreement; provided that if the nature of the default is that it cannot reasonably be cured within the fourteen (14) business day period, the defaulting party shall have a longer period of time as may be reasonably necessary to cure the default in question; but in no event more than sixty (60) days. In the event of default, the non-defaulting party to this Agreement may pursue the remedy of specific performance or other equitable legal remedy not inconsistent with this Agreement. All remedies will be cumulative and the pursuit of one authorized remedy will not constitute an election of remedies or a waiver of the right to pursue any other authorized remedy.

12.02. Reservation of Rights. To the extent not inconsistent with this Agreement, each party reserves all rights, privileges, and immunities under applicable laws, and neither party waives any legal right or defense available under law or in equity.

12.03. Attorneys Fees. A party shall not be liable to the other party for attorney fees or costs incurred in connection with any litigation between the parties, in which a party seeks to obtain a remedy from the other party, including appeals and post judgment awards.

12.04. Waiver. Any failure by a party to insist upon strict performance by the other party of any provision of this Agreement will not, regardless of length of time during which that failure continues, be deemed a waiver of that party's right to insist upon strict compliance with all terms of this Agreement. In order to be effective as to a party, any waiver of default under this Agreement must be in writing, and a written waiver will only be effective as to the specific default and as to the specific period of time set forth in the written waiver. A written waiver will not constitute a waiver of any subsequent default, or of the right to require performance of the same or any other provision of this Agreement in the future.

12.05. Force Majeure.

(a) The term "force majeure" as employed herein shall mean and refer to acts of God; strikes, lockouts, or other industrial disturbances: acts of public enemies, orders of any kind of the government of the United States, the State of Texas or any civil or military authority;

insurrections; riots; epidemic; landslides; lightning, earthquakes; fires, hurricanes; storms, floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery, pipelines, or canals; or other causes not reasonably within the control of the party claiming such inability.

(b) If, by reason of force majeure, any party hereto shall be rendered wholly or partially unable to carry out its obligations under this Agreement, then such party shall give written notice of the full particulars of such force majeure to the other party within ten (10) days after the occurrence thereof. The obligations of the party giving such notice, to the extent effected by the force majeure, shall be suspended during the continuance of the inability claimed, except as hereinafter provided, but for no longer period, and the party shall endeavor to remove or overcome such inability with all reasonable dispatch.

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

Article XIII. Notices

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

Any notice mailed to the City shall be addressed:

City of Leander
Attn: City Manager
200 West Willis
P.O. Box 319
Leander, Texas 78646-0319

with copy to:

McKamie Krueger, LLP
Paige H. Saenz
223 West Anderson Lane, #A105
Austin, Texas 77852

Any notice mailed to the Developer shall be addressed:

_____
_____
_____
_____

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

Article XIV. Miscellaneous Provisions

14.01. The Parties acknowledge the mutual promises and obligations of the Parties expressed herein are good, valuable and sufficient consideration for this Agreement. The Parties further acknowledge the City and Developer voluntarily elected the benefits and obligations of this Agreement, as opposed to the benefits available were Developer to have elected to develop the Property without the benefits and obligations of this Agreement, pursuant to and in compliance with the applicable City ordinances. Therefore, save and except the right to enforce the obligations of the City to perform each and all of the City's duties and obligations under this Agreement, Developer hereby waives any and all claims or causes of action against the City Developer may have for or with respect to any duty or obligation undertaken by Developer pursuant to this Agreement, including any benefits that may have been otherwise available to Developer but for this Agreement.

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

14.03. The terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the parties. The City, its past, present and future officers, elected officials, employees and agents, do not assume any responsibilities or liabilities to any third party in connection with the development of the Property. The City enters into this Agreement in the exercise of its public duties and authority to provide for development of property within the City pursuant to its police powers and for the benefit and protection of the public health, safety, and welfare.

14.04. This Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a party, unless expressly provided otherwise herein, or in a written instrument executed by both the City and the third party. Absent a written agreement between the City and third party providing otherwise, if a default occurs with respect to an obligation of the City under this Agreement, any notice of default or action seeking a remedy for such default must be made by the Developer.

14.05. The Effective Date of this Agreement is the defined date set forth in the first paragraph.

14.06. This Agreement or a memorandum of Agreement acceptable to the City and Developer shall be recorded in the Official Public Records of Williamson County, Texas.

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

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

14.09. Exhibits. The following exhibits are attached to this Agreement, and made a part hereof for all purposes:

Exhibit A – Property Description
Exhibit B – General Project Location
Exhibit C – Annexation Petition
Exhibit D – Municipal Services Plan
Exhibit E – Concept Plan
Exhibit F – Memorandum of Agreement
Exhibit G - CR 280 Improvements
Exhibit H - Water Easement
Exhibit I - City of Leander Letter to PEC

EXECUTED in multiple originals this the ____ day of _____, 20____.

CITY:
City of Leander, Texas
a Texas home-rule municipal corporation

Attest:

By:_____
Name: Debbie Haile
Title: City Secretary

By:_____
Name: Christopher Fielder
Title: Mayor

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this ____ day of _____, 2013, by Christopher Fielder, Mayor of the City of Leander, Texas, a Texas home-rule municipal corporation, on behalf of said corporation.

_____
(SEAL) Notary Public, State of Texas

DEVELOPER/OWNER:
_____, a Texas corporation

By:_____
Name: _____
Title: _____

THE STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 2013, by _____, _____ of _____, a Texas corporation, on behalf of said corporation.

_____
(SEAL) Notary Public, State of Texas

EXHIBIT "A"

Description of Property

EXHIBIT 'A'

METES AND BOUNDS DESCRIPTION

OF A 150.176 ACRE TRACT OUT OF THE CHARLES COCHRAN SURVEY, ABSTRACT NUMBER 134, SITUATED IN WILLIAMSON COUNTY, TEXAS, BEING THE REMAINDER OF THAT CERTAIN 152.60 ACRE TRACT OF LAND AS CONVEYED TO EWING DEVELOPMENT COMPANY, L.L.C. BY DEED OF RECORD IN DOCUMENT 2000035871 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod found for the northwest corner of said 152.60 acre tract, being the southwest corner of that certain 259.71 acre tract of land as conveyed to Roy L. Sullivan by deed of record in document 1997035428 of said Public Records, being a point in the east line of that certain 239.7 acre tract as conveyed to Mary Friou by deed of record in Volume 698, Page 262 of the Deed Records of Williamson County, and being at or near the common corner of said Charles Cochran Survey, Abstract Number 134, the B.O. Payne Survey, Abstract Number 508, the William W. Hornsby Survey, Abstract Number 308, and the G.C. & F.F.R.R. Survey, Abstract Number 882;

THENCE, departing the easterly line of said 239.7 acre tract, in general with a fence along the northerly line of said 152.60 acre tract and hereof, being along or near the common line of said Cochran Survey and said Payne Survey, the following two (2) courses and distances:

1) N68° 12' 40"E, a distance of 993.99 feet to a 60d nail found;

2) N69° 39' 43"E, a distance of 782.06 feet to an iron rod found for the northeast corner of said 152.60 acre tract and hereof, also being the northwest corner of that certain 327 acre tract of land as conveyed to Lackey Holdings, Ltd. by deed of record in document 1998059224 of said Public Records;

THENCE, departing the southerly line of said 259.71 acre tract, departing the common line of said Cochran Survey and said Payne Survey, and with a fence along the common line of said 152.60 acre tract and said 327 acre tract for the easterly line hereof, the following three (3) courses and distances:

1) S22° 14' 51"E, a distance of 1,604.70 feet to an iron rod found;

2) S21° 49' 24"E, a distance of 417.24 feet to an iron rod found;

3) S20° 33' 29"E, a distance of 746.47 feet to an iron rod found for the northeast corner of that certain 2.070 acre tract as conveyed to The City of Leander by deed of record in document 2005102710 of said Public Records;

THENCE, departing the westerly line of said 327 acre tract, through the interior of said 152.60 acre tract, along the northerly, westerly, and southerly lines of said 2.070 acre tract, and continuing along the easterly line hereof, the following three (3) courses and distances:

1) S69° 26' 31"W, a distance of 200.00 feet to an iron rod found;

2) S20° 33' 29"E, a distance of 300.00 feet to an iron rod found;

3) N69° 26' 31"E, a distance of 125.00 feet to a 1/2 inch iron rod with Haynie Consulting cap set for the northwest corner of that certain 0.3496 acre tract conveyed to The City of Leander by deed of record in document 2008060540 of said Public Records, and from which an iron rod found bears N69° 26' 31"E, a distance of 25.00 feet;

THENCE, S20° 33' 29"E, continuing through said 152.60 acre tract, along the westerly line of said 0.3496 acre tract, and being the easterly line hereof, a distance of 610.89 feet to a cotton spindle set in the centerline of County Road 280 for the southwest corner of said 0.3496 acre tract, being the southeast corner hereof, being a point in the northerly line of that certain 186.039 acre tract as conveyed to Sharon C.M. Limited Partnership by deed of record in document 2002051911 of said Public Records, and from which a 60D nail found for the southeast corner of said 0.3496 acre tract bears N61° 10' 44"E, a distance of 25.26 feet;

THENCE, departing the westerly line of said 0.3496 acre tract, along the southerly line of said 152.60 acre tract and hereof, along the northerly line of said 186.039 acre tract, and along the centerline of said County Road 280, the following fourteen (14) courses and distances:

1) S61° 10' 44"W, a distance of 494.03 feet to a 60d nail found;

2) S69° 03' 48"W, a distance of 231.94 feet to a 60d nail found;

3) S60° 02' 02"W, a distance of 182.55 feet to a 60d nail found;

4) S63° 46' 09"W, a distance of 160.76 feet to a 60d nail found;

5) S69° 58' 10"W, a distance of 180.65 feet to a 60d nail found;

6) S74° 26' 21"W, a distance of 155.38 feet to a 60d nail found;

7) S85° 50' 17"W, a distance of 114.70 feet to a 60d nail found;

8) N83° 28' 43"W, a distance of 72.91 feet to a 60d nail found;

9) N64° 03' 32"W, a distance of 62.46 feet to a 60d nail found;

10) N49° 30' 42"W, a distance of 39.40 feet to a 60d nail found;

11) N32° 59' 09"W, a distance of 49.55 feet to a 60d nail found;

12) N20° 31' 54"W, a distance of 351.35 feet to a 60d nail found;

13) N24° 45' 14"W, a distance of 380.55 feet to a 60d nail found;

14) S76° 01' 51"W, a distance of 50.00 feet to a 60d nail found for the most westerly southwest corner of said 152.60 acre tract and hereof, being the northwest corner of said 186.039 acre tract, being a point in the easterly line of said 239.7 acre tract, and being a point in or near the common line of said Hornsby Survey and said Cochran Survey;

THENCE, departing the northerly line of said 186.039 acre tract, with a fence along the westerly line of said 152.60 acre tract and hereof, along the easterly line of said 239.7 acre tract, and along or near the common line of said Hornsby Survey and said Cochran Survey, the following six (6) courses and distances:

1) N21° 05' 17"W, a distance of 12.00 feet to an iron rod found;

2) N21° 15' 47"W, a distance of 386.81 feet to an iron rod found;

3) N20° 58' 53"W, a distance of 667.10 feet to an iron rod found;

4) N20° 48' 36"W, a distance of 539.21 feet to an iron rod found;

5) N21° 30' 12"W, a distance of 597.13 feet to an iron rod found;

6) N21° 49' 23"W, a distance of 630.91 feet to the **POINT OF BEGINNING,** and containing 150.176 acres of land, more or less, within these metes and bounds.

BEARING BASIS OF THE SURVEY DESCRIBED HEREIN IS PROVIDED BY LOWER COLORADO RIVER AUTHORITY **(LCRA)** GPS SUB-HARN DATA AND IS REFERENCED TO THE NAD 83 CONTROL DATUM, TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, AND NAVD 88 VERTICAL CONTROL DATUM. ALL COORDINATES AND DISTANCES SHOWN/LISTED ARE RELATIVE TO TEXAS CENTRAL ZONE GRID.

I, TIMOTHY E. HAYNIE, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT ALL CORNERS ARE MARKED AS DESCRIBED.

DATE: 5-28-13

HAYNIE CONSULTING, INC.
ENGINEERS – SURVEYORS
1010 PROVIDENT LANE
ROUND ROCK, TEXAS 78664

STATE OF TEXAS
REGISTERED
TIMOTHY E. HAYNIE
2380
PROFESSIONAL
LAND SURVEYOR

TIMOTHY E. HAYNIE
R.P.L.S. NO. 2380
STATE OF TEXAS

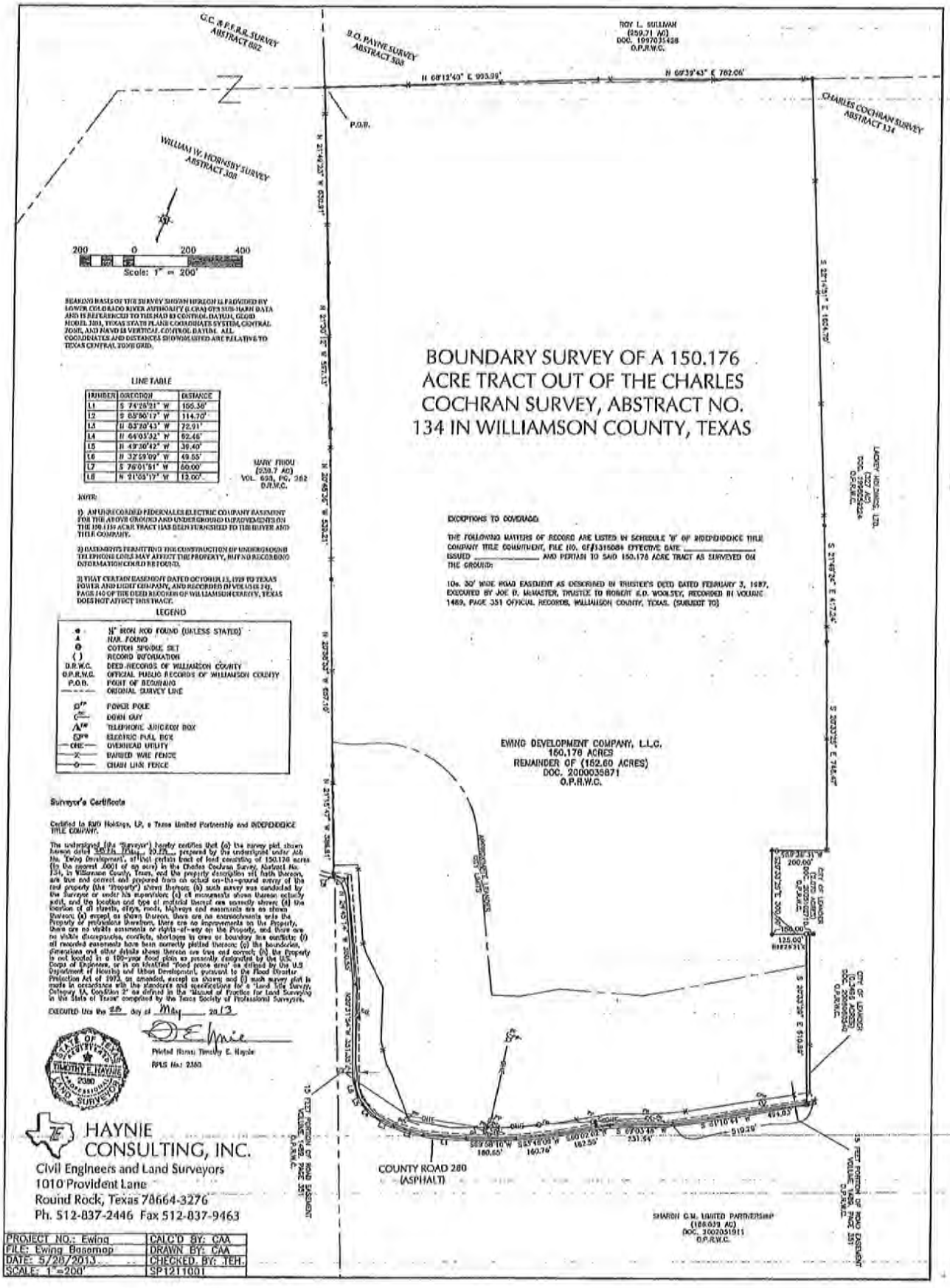
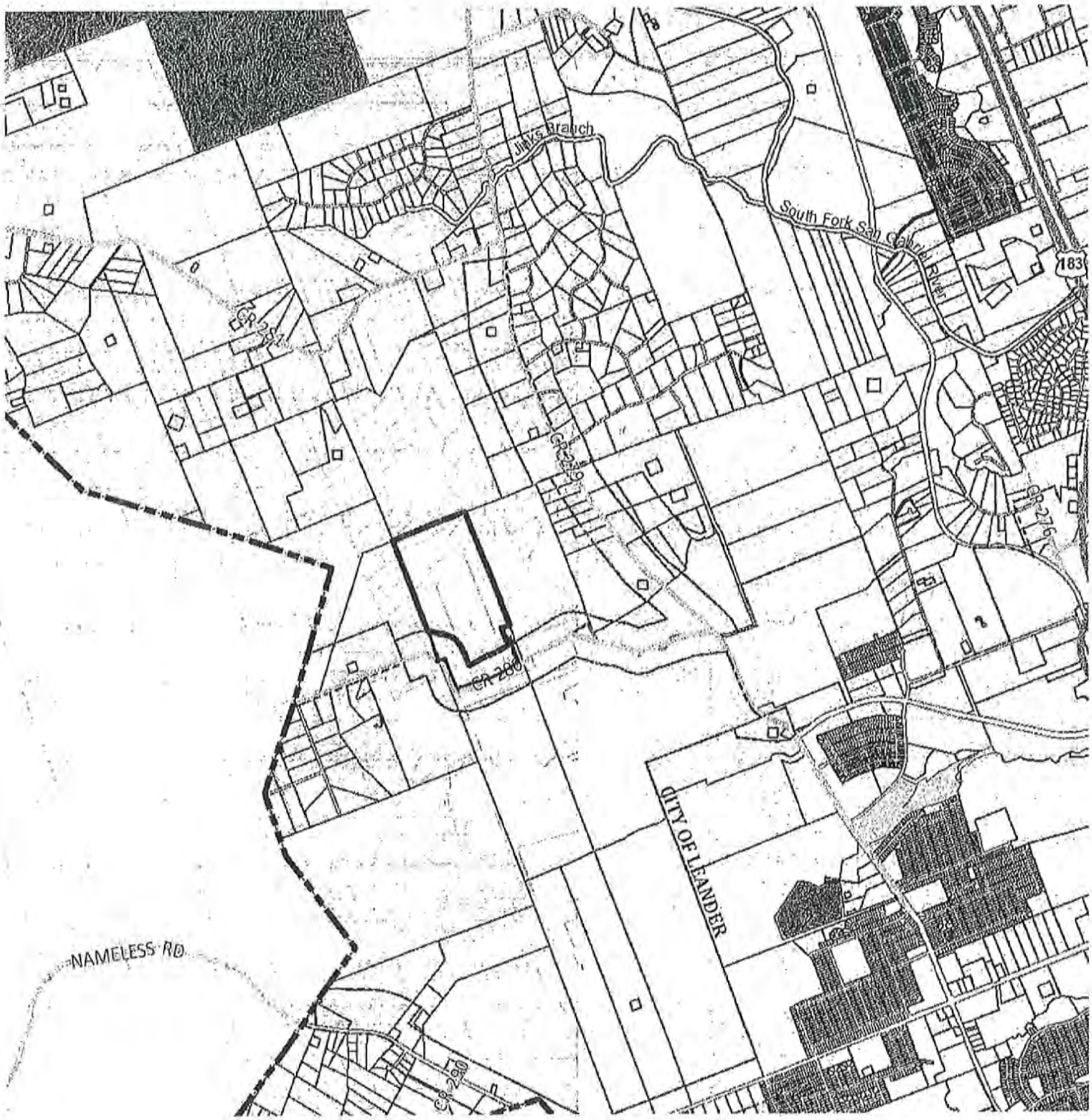

BOUNDARY SURVEY OF A 150.176 ACRE TRACT OUT OF THE CHARLES COCHRAN SURVEY, ABSTRACT NO. 134 IN WILLIAMSON COUNTY, TEXAS
G.C. & P.F.R.R. SURVEY ABSTRACT 882
B.O. PAYNE SURVEY ABSTRACT 508
WILLIAM W. HORNSBY SURVEY ABSTRACT 308
CHARLES COCHRAN SURVEY ABSTRACT 134
ROY L. SULLIVAN (259.71 AC) DOC. 1997035428 O.P.R.W.C.
N 68°12'40" E 993.39'
N 68°39'43" E 762.06'
P.O.B.
Scale: 1" = 200'
BEARING BASIS OF THE SURVEY SHOWN HEREON IS PROVIDED BY LOWER COLORADO RIVER AUTHORITY (LCRA) GPS SUB-HARN DATA AND IS REFERENCED TO THE NAD 83 CONTROL DATUM, GEOID MODEL 2001, TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, AND NAVD 88 VERTICAL CONTROL DATUM. ALL COORDINATES AND DISTANCES SHOWN/STATED ARE RELATIVE TO TEXAS CENTRAL ZONE GRID.
LINE TABLE
NUMBER | DIRECTION | DISTANCE
L1 | S 74°26'21" W | 166.36'
L2 | S 85°50'17" W | 114.70'
L3 | N 83°20'43" W | 72.91'
L4 | N 64°05'32" W | 62.46'
L5 | N 49°20'42" W | 39.40'
L6 | N 32°59'09" W | 49.55'
L7 | S 76°01'51" W | 60.00'
L8 | N 21°03'17" W | 13.00'
MARY FROU (239.7 AC) VOL. 693, PG. 382 D.R.W.C.
NOTE:
1) AN UNRECORDED PEDERNALES ELECTRIC COMPANY EASEMENT FOR THE ABOVE GROUND AND UNDER GROUND IMPROVEMENTS ON THE 150.176 ACRE TRACT HAS BEEN FURNISHED TO THE BUYER AND TITLE COMPANY.
2) EASEMENTS PERMITTING THE CONSTRUCTION OF UNDERGROUND TELEPHONE LINES MAY AFFECT THE PROPERTY, BUT NO RECORDING INFORMATION COULD BE FOUND.
3) THAT CERTAIN EASEMENT DATED OCTOBER 13, 1939 TO TEXAS POWER AND LIGHT COMPANY, AND RECORDED IN VOLUME 342, PAGE 140 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS DOES NOT AFFECT THIS TRACT.
LEGEND
½" IRON ROD FOUND (UNLESS STATED)
NAIL FOUND
COTTON SPINDLE SET
( ) RECORD INFORMATION
D.R.W.C. DEED RECORDS OF WILLIAMSON COUNTY
O.P.R.W.C. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
P.O.B. POINT OF BEGINNING
ORIGINAL SURVEY LINE
POWER POLE
DOWN GUY
TELEPHONE JUNCTION BOX
ELECTRIC PULL BOX
OHE OVERHEAD UTILITY
BARBED WIRE FENCE
CHAIN LINK FENCE
EXCEPTIONS TO COVERAGE
THE FOLLOWING MATTERS OF RECORD ARE LISTED IN SCHEDULE 'B' OF INDEPENDENCE TITLE COMPANY TITLE COMMITMENT, FILE NO. GF#1315084 EFFECTIVE DATE _____, ISSUED _____ AND PERTAIN TO SAID 150.176 ACRE TRACT AS SURVEYED ON THE GROUND:
10a. 30' WIDE ROAD EASEMENT AS DESCRIBED IN TRUSTEE'S DEED DATED FEBRUARY 3, 1887, EXECUTED BY JOE D. McMASTER, TRUSTEE TO ROBERT E.D. WOOLSEY, RECORDED IN VOLUME 1489, PAGE 351 OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (SUBJECT TO)
EWING DEVELOPMENT COMPANY, L.L.C. 150.176 ACRES REMAINDER OF (152.60 ACRES) DOC. 2000035871 O.P.R.W.C.
ASSUMED CENTERLINE
CITY OF LEANDER (0.168 ACRES) DOC. 2002031534 O.P.R.W.C.
CITY OF LEANDER (0.168 ACRES) DOC. 2002031534 O.P.R.W.C.
15 FEET PORTION OF ROAD EASEMENT VOLUME 1489, PAGE 351 O.P.R.W.C.
15 FEET PORTION OF ROAD EASEMENT VOLUME 1489, PAGE 351 O.P.R.W.C.
COUNTY ROAD 280 (ASPHALT)
SHARON G.M. LIMITED PARTNERSHIP (188.039 AC) DOC. 2002051911 O.P.R.W.C.
Surveyor's Certificate
Certified to EWD Holdings, LP, a Texas Limited Partnership and INDEPENDENCE TITLE COMPANY.
The undersigned (the "Surveyor") hereby certifies that (a) the survey plat shown hereon dated "DATE" ... 20__ prepared by the undersigned under Job No. Ewing Development, of that certain tract of land consisting of 150.176 acres (to the nearest .001 of an acre) in the Charles Cochran Survey, Abstract No. 134, in Williamson County, Texas, and the property description set forth thereon, are true and correct and prepared from an actual on-the-ground survey of the said property (the "Property") shown thereon; (b) such survey was conducted by the Surveyor or under his supervision; (c) all monuments shown thereon actually exist, and the location and type of material thereof are correctly shown; (d) the portion of all streets, alleys, roads, highways and easements are as shown thereon; (e) except as shown thereon, there are no encroachments onto the Property or protrusions therefrom, there are no improvements on the Property, there are no visible easements or rights-of-way on the Property, and there are no visible discrepancies, conflicts, shortages in area or boundary line conflicts; (f) all recorded easements have been correctly plotted thereon; (g) the boundaries, dimensions and other details shown thereon are true and correct; (h) the Property is not located in a 100-year flood plain as presently designated by the U.S. Corps of Engineers, or in an identified "flood prone area" as defined by the U.S Department of Housing and Urban Development, pursuant to the Flood Disaster Protection Act of 1973, as amended, except as shown; and (i) such survey plat is made in accordance with the standards and specifications for a "Land Title Survey, Category 1A, Condition 2" as defined in the "Manual of Practice for Land Surveying in the State of Texas" completed by the Texas Society of Professional Surveyors.
EXECUTED this the 20 day of May, 2013
Printed Name: Timothy E. Haynie
RPLS No: 2380
STATE OF TEXAS REGISTERED TIMOTHY E. HAYNIE 2380 PROFESSIONAL LAND SURVEYOR
HAYNIE CONSULTING, INC.
Civil Engineers and Land Surveyors
1010 Provident Lane
Round Rock, Texas 78664-3276
Ph. 512-837-2446 Fax 512-837-9463
PROJECT NO.: Ewing | CALC'D BY: CAA
FILE: Ewing Basemap | DRAWN BY: CAA
DATE: 5/20/2013 | CHECKED BY: TEH
SCALE: 1"=200' | SP1211001

EXHIBIT "B"
General Location of Project

EXHIBIT B



- Section Corner (No Ties)
- Section Corner (Corner Certificate)
- Section Corner (Scott County Tie)
- County Boundary
- City Limit
- Political Township Boundary
- Geographic Township Boundary
- Section Line
- Quarter Section Line
- Quarter Quarter Section Line
- Subdivision Boundary
- Parcel
- Block
- Lot Line
- Right of Way
- Park
- Building Footprint
- Parcel Point
- Address Point
- Interstate
- U.S. Highway
- State Highway
- County Route/ Major Road
- Local Road
- Ramp
- Alley/Access Road
- Bike Trail
- Railroad
- 940360018 Parcel Identification Number
- Lot Number
- 912 Address Number
- Subdivision Name
- 940050019 Parcel Point Identification Number
- Block Number
- 40 Right-of-Way Dimension
- 175.00 Parcel Dimension
- 107.65 Lot Dimension

N
W E
S

http://gisapp.wcad.org/
Date Printed: 09/26/2013

EXHIBIT "C"

ANNEXATION PETITION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

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

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

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

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

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

NOW THEREFORE, the undersigned by this Request and Petition:

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

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

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

services as set forth in the municipal services plan.

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

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

SECTION FIVE: Agrees that a copy of this Request and Petition may be filed of record in the offices of the City of Leander and in the real property records of _____ 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 ___ day of _____ 2013, with the City Secretary of the City of Leander, Williamson County, Texas.

Petitioners:

_____

By: Ewing Development Company, LLC
Name: _____
Title: _____

_____

By: RMD Holdings, LP
Name: _____
Title: _____

STATE OF TEXAS §
§

COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____, _____ of _____, 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 __day of _____ 2013.

(SEAL)

_____
Notary Public-State of Texas

STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____, _____ of _____, 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 __day of _____ 2013.

(SEAL)

_____
Notary Public-State of Texas

EXHIBIT "D"

MUNICPAL SERVICES PLAN FOR THE PROPERTY

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

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

WHEREAS, the owner of the subject property, or owner's authorized agent (the "Owner"), has requested annexation of the subject property and *Section 43.056, Loc. Gov't. Code*, requires a service plan be adopted with the annexation ordinance;

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

WHEREAS, infrastructure shall be provided for the subject property pursuant to the terms and conditions of that certain Development and Annexation Agreement for the Haynie Tract dated _____ (the "Development Agreement"); provided that, except for municipal service provided for in the Development Agreement, municipal services shall be provided on the same terms and conditions as such services are provided to other similarly situated properties currently within the City; and

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

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

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

A. Police protection as follows:

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

B. Fire protection and Emergency Medical Services as follows:

Fire protection by the present personnel and equipment of the City fire fighting force and

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

C. Solid waste collection services as follows:

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

D. Animal control as follows:

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

E. Maintenance of parks and playgrounds within the City.

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

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

H. Land use regulation as follows:

On the effective date of annexation, the zoning jurisdiction of the City shall be extended to include the subject property, and, until the zoning of the subject property is established by ordinance after annexation, the subject property shall be entitled to be developed with the land uses as more specifically provided in the Development Agreement. It is the City's intent to zone the subject property at the Owner's request in a manner that is not inconsistent with such uses, as provided in the Development Agreement. The Planning & Zoning Commission and the City Council will consider the applicant's request to process a zoning application and zone the subject property for such use and development following final annexation of the subject property.

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

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

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

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

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

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

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

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

(ii) Wastewater services to the subject property will be provided pursuant to the Development Agreement. Save and except as provided in the Development Agreement, the City will provide wastewater service in accordance with the applicable ordinances, rules, regulations, and policies of the City in effect from time to time for the extension of wastewater service. The Owner shall construct the internal wastewater lines and pay the costs of line extension and construction of facilities necessary to provide wastewater service to the subject property as required in City ordinances. Upon acceptance of the wastewater lines within the subject property and any off-site improvements, wastewater service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations and policies of the City in effect from time to time. The wastewater system will be accepted and maintained by the City in accordance with its usual policies. Requests for new wastewater line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances in effect at the time a request for service is submitted shall govern the costs and request for service. In the event of a conflict between this Municipal Services Plan and an

approved and executed Development Agreement, the terms and provisions of the Development Agreement shall govern and control.

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

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

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

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

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

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

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

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

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

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

(3) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the effective date of the annexation: None. Upon development of the subject property, the Owner will be responsible for the development costs as provided in the Development Agreement, this Municipal Services Plan, and the applicable ordinances, rules, and policies of the

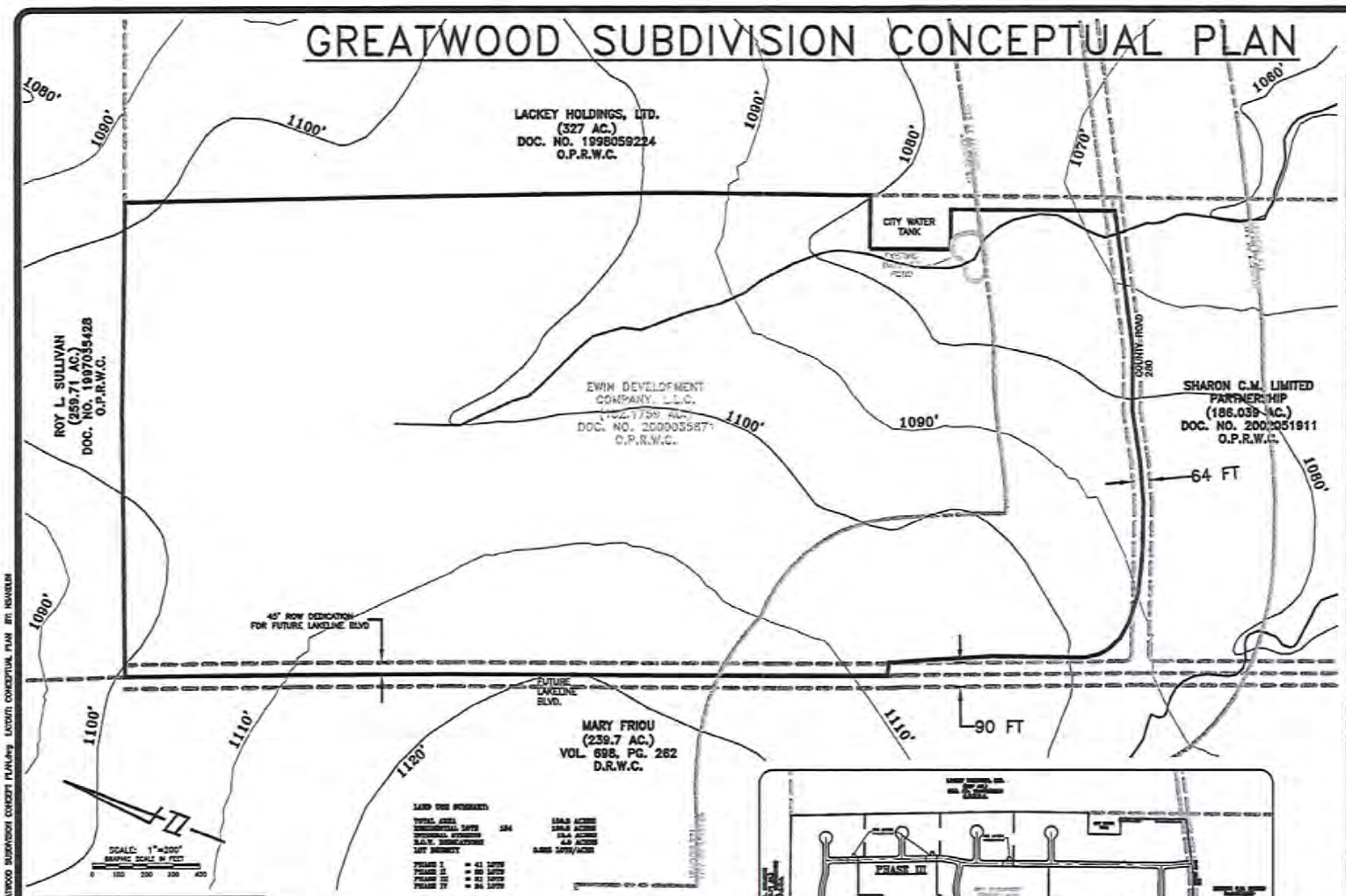
City. Capital Improvements shall be designed, constructed and installed by the Owner as provided in the Development Agreement and this Municipal Services Plan.

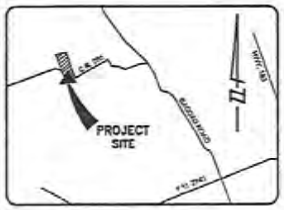
(4) **Term.** If not previously expired, this service plan expires at the end of ten (10) years.

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

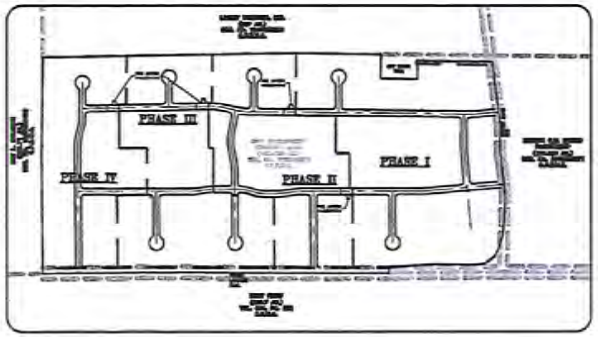
EXHIBIT E
Concept Plan

GREATWOOD SUBDIVISION CONCEPTUAL PLAN





LOCATION MAP
N.T.S.



PROPOSED SUBDIVISION PHASING LAYOUT
N.T.S.

GENERAL NOTES:

1. NO BUILDINGS, FENCES, LANDSCAPES OR OTHER IMPROVEMENTS WHICH OBSTRUCT FLOW SHALL BE PLACED WITHIN ANY DRAINAGE EASEMENT EXCEPT AS APPROVED BY THE CITY OF LEANDER.
2. NO PORTION OF THIS TRACT LIES WITHIN THE LIMITS OF THE 100 YEAR FLOOD PLAIN AS IDENTIFIED ON FEMA FIRM PANEL NUMBER 48453C0085H DATED SEPTEMBER 26, 2008.
3. BUILDING SETBACK LINES SHALL BE IN ACCORDANCE WITH CITY OF LEANDER SUBDIVISION AND ZONING ORDINANCES.
4. EACH OF THE PROPOSED RESIDENTIAL LOTS SHALL BE A MINIMUM OF 1.0 ACRE WITH A MINIMUM WIDTH OF 120 FEET. KNUCKLES AND CULS-DE-SAC SHALL HAVE A 50 FOOT MINIMUM FRONTAGE.

ZONING NOTES:

1. ZONING WILL BE SUBJECT TO DEVELOPMENT AGREEMENT.

STREET AND DRAINAGE NOTES:

1. THE PROPOSED SUBDIVISION COMPLIES WITH THE TRANSPORTATION CRITERIA MANUAL STREET DESIGN STANDARDS
2. THE PROPOSED DEVELOPMENT GENERATES TRAFFIC IN LESS THAN A 2,000 AVERAGE DAILY TRIPS.
3. ALL STREET CENTERLINE RADII SHOWN ARE 300 FEET OR GREATER.
4. ALL CUL-DE-SAC RADII SHOWN ARE 60 FEET.
5. ALL STREET DESIGN COMPONENTS COMPLY WITH THE STANDARDS OF THE CITY OF LEANDER TRANSPORTATION CRITERIA MANUAL.
6. TYPICALLY, STREETS WILL BE DESIGNED AND CONSTRUCTED WITH A 2% CROSS SLOPE TO FACILITATE SHEET FLOW DRAINAGE.
7. DETENTION FACILITIES AND WATER QUALITY FACILITIES WILL BE PROVIDED AS NECESSARY TO ENSURE NO ADVERSE IMPACT TO ADJACENT AND DOWNSTREAM PROPERTY OWNERS.
8. ALL LOTS ADJACENT TO CR 280 OR FUTURE LAKELINE BLVD WILL BE RESTRICTED TO INTERIOR STREET ACCESS ONLY.
9. BOUNDARY STREETS HAVE BEEN REVIEWED FOR ADEQUATE ROW AND IMPROVEMENTS. OWNER SHALL DEDICATE TO THE CITY, AS A CONDITION OF APPROVAL OF ANY SUCH FINAL PLAT AT LEAST 45' OF RIGHT-OF-WAY ALONG THE WESTERN BOUNDARY OF THE LAND FOR THE FUTURE CONSTRUCTION OF LAKELINE BOULEVARD. WITH THE FINAL PLATTING OF EACH PHASE OF THE COMMUNITY TO BE BUILT ON THE LAND THAT ADJOINS THE SOUTHERN BOUNDARY OF THE LAND, OWNER SHALL DEDICATE TO THE CITY, AS A CONDITION OF APPROVAL OF ANY SUCH FINAL PLAT, AT LEAST 32 FEET OF RIGHT OF WAY ALONG THE SOUTHERN BORDER OF THE LAND FOR THE FUTURE EXPANSION OF CR 280 (COLLECTOR C-2 OF THE CITY'S ROADWAY PLAN).
10. THIS DEVELOPMENT IS ANTICIPATED TO PRODUCE AN ESTIMATED 1,187 TRIPS PER DAY BASED ON 124 SINGLE FAMILY UNITS AS PER THE ITE TRIP GENERATION MANUAL - 8TH EDITION.

UTILITY NOTES:

1. ALL WATER SYSTEM IMPROVEMENTS AND STREET IMPROVEMENTS WILL BE DESIGNED AND CONSTRUCTED IN CONFORMANCE WITH CITY OF LEANDER CRITERIA AND REGULATIONS. IT IS ANTICIPATED THAT THE SUBDIVISION WILL REQUIRE 124 LUE's.
2. WASTEWATER SYSTEM IMPROVEMENTS (ON-SITE SEWAGE DISPOSAL SYSTEMS) WILL BE DESIGNED AND CONSTRUCTED IN CONFORMANCE WITH WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT CRITERIA.
3. WATER MAINS WITHIN CUL-DE-SACS SHALL BE 6" MINIMUM.
4. FIRE HYDRANTS SHALL BE PLACED WITHIN THE SUBDIVISION IN CONFORMANCE WITH CITY OF LEANDER CRITERIA.

PARKLAND NOTES:

1. PARKLAND DEDICATION SHALL BE MET BY A FEE-IN-LIEU OF LAND AND CONSTRUCTION OF IMPROVEMENTS.
   LAND = 124 BUILDABLE LOTS/100 = 1.24X2.5 = 4.34 AC.
   LESS WATER TOWER SITE 2.07 AC.
   ACREAGE REQUIRED 2.27AC
   2.27 =64.85 LOTS @ $825 AC = $53,507
   RECREATIONAL IMPROVEMENTS:
   124 LOTS @ 350/LOT = $43,400
   TOTAL FEE-IN-LIEU $96,907
2. THE DEVELOPER SHALL PAY A FEE IN LIEU OF CONSTRUCTION FOR THE COSTS OF WIDENING THE PAVED PORTIONS OF CR 280 AND LAKELINE BLVD IN THE AMOUNT OF $500 PER LOT. THIS FEE IS DUE AT THE FINAL PLAT STAGE.
3. THE RECREATION IMPROVEMENT FEE CAN BE CREDITED TO THE COST OF SIDEWALK CONSTRUCTION ALONG CR 280, PER TERMS OF THE DRAFT DEVELOPMENT AGREEMENT.

PHASING NOTES:

1. SECTION ONE: WILL BE 41 RESIDENTIAL LOTS. START CONSTRUCTION SPRING 2014.
2. SECTION TWO: START CONSTRUCTION SUMMER 2015.
3. SECTION THREE: START CONSTRUCTION SUMMER 2016.
4. SECTION FOUR: START CONSTRUCTION SUMMER 2017.

GRAY ENGINEERING
8834 N. Capital of Texas Hwy.
Austin, Texas 78759
Suite 140
(512)452-0371
FAX(512)454-9933
TBPE FIRM #2946

FILE: I:\Projects\Y-13934 Hayde Tract\DWGS\GREATWOOD SUBDIVISION CONCEPT PLAN.dwg LUSTUS CONCEPTUAL PLAN BY: KSHARUM

EXHIBIT F
MEMORANDUM OF AGREEMENT

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

Whereas, RMD Holdings, LP, a Texas limited partnership, and the City of Leander (the "City"), entered into a Development and Annexation Agreement dated _____, 20____, (the "Agreement");

Whereas, Developer owns or intends to acquire the Property described in Exhibit "A" attached hereto and incorporated herein for all purposes (the "Property");

Whereas, authority for the Agreement exists under Chapter 212, Subchapter G, Texas Local Government Code ("Subchapter G"), Chapter 43, Texas Local Government Code ("Chapter 43"), Chapter 245, Texas Local Government Code ("Chapter 245"), and such other statutes as may be applicable;

Whereas, recording the entire Agreement in the real property records of Travis County is impractical and needlessly burdensome; and

Whereas, the Parties agree to file this Memorandum of Agreement ("Memorandum") to comply with statutory filing requirements;

NOW THEREFORE, the undersigned hereby executes this Memorandum and files the same of record in the Deed Records of Williamson County, Texas, for the purpose of giving notice to all persons that:

(1) The Agreement is on file with the City Secretary at the Leander City Hall, copies of which are available upon request.

(2) The Developer and its successors and assigns are required to perform as agreed and provided in the Agreement as well as all other applicable rules, regulations and codes of the City.

Executed and filed this the _____ day of _____, 2013.

By:_____
Name:_____
Title:_____

By:_____
Name: Kent Cagle
Title: City Manager

THE 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 Kent Cagle, City Manager of the City of Leander, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____ 20__.

(SEAL)

_____
Notary Public-State of Texas

THE 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 _____, _____, RMD Holdings, LP, a Texas limited partnership, Developer herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that [s]he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____ 20__.

(SEAL)

_____
Notary Public-State of Texas

EXHIBIT G
CR 280 Improvements

Developer shall be responsible for improvements to County Road 280 (CR 280), starting at the eastern Property boundary and continuing west to the western boundary of the Property at the location where CR 280 turns. No Improvements to CR 280 west of the Property are to be provided, and the removal and relocation of the existing cattle guard shall be the City's responsibility.

Roadway improvements for CR 280 shall be limited to widening and overlaying the existing roadway to match the existing roadway section to the east of the CR 280 and water tower access drive. Improvements will include widening of road section within the existing right-of-way to accommodate new pavement width, side slopes and associated drainage and ditches. Existing drainage conditions will be maintained and the existing 36-inch concrete pipe will be extended as needed. The edge of the existing asphalt will be cut to provide a clean surface for the additional pavement. The pavement section for the widening will be designed based on geotechnical conditions and engineering recommendations, but will consist of a minimum of a 8-inch black base course or will consist of a minimum of an 8-inch crushed limestone base course. A 1.5-inch asphalt overlay will extend the length of the project and across the entire width of the road surface. Owner does not provide roadway stripping.

The rebuilt roadway may be extended in phases from the eastern property boundary to each successive subdivision entrance that is built, and shall be extended prior to or concurrent with each subdivision entrance, with the last such phase to include the rest of the affected portion of CR 280. Owner may, in its discretion, construct all of the CR 280 improvements at the time that the first subdivision entrance is built, rather than constructing such improvements in phases. The City shall be responsible for removing and relocating the existing single lane cattle guard on CR 280 just east of the owner's property prior to construction of the CR 280 improvements.

EXHIBIT H
Water Easement

WATER UTILITY EASEMENT

DATE: _____, 200_

GRANTOR: _____

GRANTOR'S MAILING ADDRESS (including County): _____
_____

GRANTEE: _____

GRANTEE'S MAILING ADDRESS (including County): _____
_____

LIENHOLDER: _____

CONSIDERATION: Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

PROPERTY:

A _____ foot (_____') wide utility easement, containing _____ acres, more or less, located in _____ County, Texas, said easement being more fully described in Exhibit "A" attached hereto and made a part hereof for all purposes.

GRANTOR, for the **CONSIDERATION** paid to **GRANTOR**, hereby grants, sells, and conveys to **GRANTEE**, its successors and assigns, an exclusive, perpetual easement for the purpose of placing, constructing, operating, repairing, maintaining, rebuilding, replacing, relocating and removing or causing to be placed, constructed, operated, repaired, maintained, rebuilt, replaced, relocated and removed structures or improvements reasonably necessary and useful for water mains, lines and pipes, and the supplying of water or other such utility services in, upon, under and across the **PROPERTY** more fully described in Exhibit "A" attached hereto.

This Utility Easement is subject to the following covenants:

1. Grantor reserves the right to use the Property for all purposes that do not unreasonably interfere with or prevent Grantee's use of the Property as provided herein. Specifically, and without limiting the generality of the forgoing, Grantor has the right to place, construct, operate, repair, replace and maintain roadways, driveways, drainage, landscaping and signage on, in, under,

over and across the Property, so long as such use does not unreasonably interfere with or prevent Grantee's use of the Property as provided herein. But Grantor may not construct any buildings or similar improvements on the Property.

2. This Utility Easement is granted and accepted subject to any and all easements, covenants, rights-of-way, conditions, restrictions, encumbrances, mineral reservations and royalty reservations, if any, relating to the Property to the extent and only to the extent, that the same may still be in force and effect, and either shown of record in the Office of the County Clerk of _____ County, Texas, or apparent on the ground.

The covenants and terms of this Easement are covenants running with the land, and inure to the benefit of, and are binding upon, Grantor, Grantee, and their respective heirs, executors, administrators, legal representatives, successors and assigns.

TO HAVE AND TO HOLD the above-described easement, together with all and singular the rights and appurtenances thereto in anywise belonging unto **GRANTEE**, and **GRANTEE's** successors and assigns forever; and **GRANTOR** does hereby bind himself, his heirs, successors and assigns to **WARRANT AND FOREVER DEFEND** all and singular the easement unto **GRANTEE**, its successor and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, subject to the exceptions set forth above.

When the context requires, singular nouns and pronouns include the plural.

GRANTOR:

_____

_____

THE STATE OF TEXAS §

COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____, Grantor herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that [s]he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____ 20__.

(SEAL)

_____

Notary Public-State of Texas

AFTER RECORDING RETURN TO:
City of Leander
Attn: City Secretary
P.O. Box 319
Leander, TX 78646-0319

EXHIBIT I
City of Leander Letter to PEC

(City of Leander Letterhead)
(Date)

Pedernales Electric Cooperative, Inc.
P.O. Box 1
Johnson City, TX 78636

Re: Three Phase underground electric in County Road 280 (north side) Right-of-Way between Bagdad Rd and future Lakeline Blvd. (ROW)

To Whom It May Concern:

The City of Leander (City) agrees to permit PEC to install a 3-Phase underground electric line and necessary appurtenances (the "Electric Facilities") in the Right-of-Way of the north side of County Road 280, from Bagdad Rd to the Ewing Development, LLC property (Property), and adjacent to the Property, in a location acceptable to PEC and the City. The City hereby confirms, if relocation is required of the Electric Facilities, that the City will bear such cost for any required relocation. The parties acknowledge that PEC would not place the Electric Facilities in the public Right-of-Way as provided herein, but for the agreement of the parties herein to the relocation costs. This letter agreement supercedes the Franchise ordinance adopted by the City in April 1998 only with regard to the relocation of the Electric Facilities from the ROW and does not apply to any other electric facilities that may be located in any other public right-of-way, easement or public property.

Kent Cagle, City Manager

AGENDA ITEM # 16

Executive Summary

September 19, 2013

Council Agenda Subject: Consideration of Award of Construction Contract for East Crystal Falls Parkway, Phase IIB

Background: Bids were received and opened on Thursday, September 5, 2013, for the East Crystal Falls Parkway, Phase IIB Project. The proposed work consists of the reconstruction and widening the existing roadway to five undivided lanes with curb, gutter, and storm sewers from U.S. Hwy. 183 to Leander Drive. The work also includes new mast arm mounted traffic signals at the intersection of E. Crystal Falls Parkway and U.S. Hwy. 183 and additional railroad crossing gates to accommodate the addition of lanes on E. Crystal Falls Parkway. Two bid proposals were received as shown in the attached bid tabulation. Aaron Concrete Contractors, LP, is the low bidder with a bid of $2,233,923.90; while Patin Construction, LLC, bid $2,947,990.00. City Staff and the project's engineering consultant have reviewed the project histories, qualifications, and references of the low bidder. Aaron Concrete Contractors, LP, has extensive experience with projects of comparable size, scope, and complexity within the last five years including the recent successful completion of the City of Leander's County Glen and Hernando's Loop Street and Drainage Improvements Project. The consultant's recommendation of award letter is attached.

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

Financial Consideration: $1,160,000.00 from GL# 53-01-8342 and $730,000.00 from GL# 40-04-8342; the balance of $343,923.90 will be allocated from General Fund Reserves as per the attached Fund Balance Memo for a total of $2,233,923.90.

Recommendation: Staff recommends award of the construction contract for East Crystal Falls Parkway, Phase IIB to Aaron Concrete Contractors, LP, in the amount of $2,233,923.90.

Attachments: (1) Bid Tabulation and Engineer's Recommendation of Award and (2) Fund Balance Memo

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

BAKER-AICKLEN & ASSOCIATES, INC.
507 West Liberty Avenue • Round Rock, Texas 78664
Office: 512.244.9620 Fax: 512.244.9623
www.baker-aicklen.com • TBPE #F-45 TLSF #100231

September 10, 2013

Wayne S. Watts P.E.
City Engineer
P.O. Box 319
Leander, Texas 78646

RE: Contract Award Recommendation-
East Crystal Falls Parkway (C.R. 272) Phase IIB

Dear Mr. Watts:

Baker-Aicklen & Associates, Inc. has completed the final bid evaluations and is pleased to submit this letter of recommendation for the Construction of East Crystal Falls (C.R. 272) Phase IIB. Bids were officially opened and read on Thursday, September 5, 2013 at 2:00 PM for the above referenced project. A total of Two (2) bids were presented by qualified contractors for the City's consideration.

After evaluation of all bids, the apparent low qualifying bid was identified and it is our recommendation that the contract be awarded to Aaron Concrete Contractors, LP with a total bid of $2,233,923.90.

Thank you again for your assistance throughout this process and we look forward to a successful construction phase for this project. Should you, your staff, or any City personnel have any questions, please feel free to contact our office at your convenience.

Respectfully,

Ken Aicklen, P.E.
Project Engineer / Vice President

STATE OF TEXAS
KENNETH C. AICKLEN
47318
REGISTERED PROFESSIONAL ENGINEER
9/10/13

EAST CRYSTAL FALLS PARKWAY PHASE I

ESTIMATED QUANTITIES							AARON CONCRETE		PATIN	
BID ITEM	TECH SPEC	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	TxDOT 500	MOBILIZATION	1.0	LS	$75,000.00	$75,000.00	100,000.00	100,000.00	70,000.00	70,000.00
2	TxDOT 100	PREP ROW	12	STA	$1,400.00	$16,800.00	2,500.00	30,000.00	7,000.00	84,000.00
3	TxDOT 110	EXCAVATION (ROADWAY)	4,100	CY	$8.00	$32,800.00	16.00	65,600.00	20.00	82,000.00
4	TxDOT 132	EMBANK (ORD COMP)(TY-B)	4,175	CY	$10.00	$41,750.00	5.00	20,875.00	30.00	125,250.00
5	TxDOT 160	FURN AND PLACE TOPSOIL (4 IN)	6,150	SY	$1.25	$7,687.50	2.00	12,300.00	2.70	16,605.00
6	TxDOT 164	CELL FBR MLCH (PERM)(RURAL)(CLAY)	6,150	SY	$0.25	$1,537.50	0.30	1,845.00	0.60	3,690.00
7	TxDOT 247	FL BASE (COMPL IN PLACE)(TY-A)(GR-1)	2660	CY	$27.00	$71,820.00	57.00	151,620.00	40.00	106,400.00
8	SPECIAL	GEOGRID FOR BASE REINFORCEMENT	8444	SY	$3.00	$25,332.00	2.00	16,888.00	1.00	8,444.00
9	TxDOT 340	TEMPORARY ASPHALT (TY) (4")	35	TON	$80.00	$2,800.00	230.00	8,050.00	225.00	7,875.00
10	TxDOT 340	ASPH CONC (TY C)(SURF)(PG70-22)(2 IN)	823	TON	$75.00	$61,725.00	100.00	82,300.00	115.00	94,645.00
11	TxDOT 340	ASPH CONC (TY A)(PG70-22)(4 IN)	1646	TON	$63.00	$103,698.00	90.00	148,140.00	108.00	177,768.00
12	TxDOT 402	TRENCH EXCAVATION PROTECTION	2000	LF	$2.65	$5,100.00	4.00	8,000.00	2.00	4,000.00
13		MORTARED STACK ROCK WALL	360	SFF	$30.00	$10,800.00	21.00	7,560.00	50.00	18,000.00
14	TxDOT 432	RIPRAP (CL-B)(6 IN CONC)	0	CY	$3.50	$0.00	0.00	0.00	0.00	0.00
15	TxDOT 432	RIPRAP (STONE)(COMMON)	20	CY	$122.00	$2,440.00	180.00	3,600.00	180.00	3,600.00
16	TxDOT	CM PIPE (GALVANIZED STEEL)(TYPE II)(20"x15")	0	LF	$45.00	$0.00	0.00	0.00	0.00	0.00
17	TxDOT 464	RC PIPE (18 IN)(CL III)	655	LF	$40.50	$26,527.50	53.00	34,715.00	120.00	78,600.00
18	TxDOT 464	RC PIPE (24 IN)(CL III)	43	LF	$54.00	$2,322.00	105.00	4,515.00	140.00	6,020.00
19	TxDOT 464	RC PIPE (30 IN)(CL III)	26	LF	$83.00	$2,158.00	180.00	4,680.00	170.00	4,420.00
20	TxDOT 464	RC PIPE (36 IN)(CL III)	512	LF	$101.00	$51,712.00	125.00	64,000.00	180.00	92,160.00
21	TxDOT 464	RC PIPE (18 IN)(CL V)	0	LF	$50.00	$0.00	0.00	0.00	0.00	0.00
22	TxDOT 465	INLET (COMPL) (TY-1) 10 ft Precast Curb Inlet	3	EA	$5,000.00	$15,000.00	5,400.00	16,200.00	5,500.00	16,500.00
23	TxDOT 465	INLET (COMPL) (TY-H) 3x3 (IL-H-L)	1	EA	$4,550.00	$4,550.00	3,900.00	3,900.00	3,600.00	3,600.00
24	TxDOT 465	INLET (COMPL) (TY-H) 3x3 Grate (IL-H-G)	3	EA	$4,720.00	$14,160.00	5,000.00	15,000.00	3,800.00	11,400.00
25	TxDOT 467	SAFETY END TREATMENT - (TY-II)(18" RCP)	2	EA	$971.50	$1,943.00	1,300.00	2,600.00	2,400.00	4,800.00
26		STORM FILTER COMPLETE IN PLACE	3	EA	$80,200.00	$240,600.00	120,000.00	360,000.00	155,000.00	465,000.00
27	TxDOT 502	BARRICADES, SIGNS, and TRAFFIC HANDLING INCLUDING CONSTRUCTION DETOURS, PROJECT SIGNS, TEMPORARY PAVEMENT MARKINGS, INSTALLATION, MAINTENANCE, and REMOVAL OF ALL DEVICES.	9	MO	$3,877.50	$34,897.50	1,400.00	12,600.00	1,600.00	14,400.00
28		TREE PROTECTION	100	LF	$2.50	$250.00	4.00	400.00	3.75	375.00
29	TxDOT 506	TEMP SEDIMENT CONTROL FENCE (INSTALL)	1250	LF	$1.50	$1,875.00	2.20	2,750.00	2.50	3,125.00
30	TxDOT 506	TEMP SEDIMENT CONTROL FENCE (REMOVE)	1250	LF	$0.25	$312.50	0.60	750.00	0.50	625.00
31	TxDOT 506	STAB. CONSTRUC. ENTRANCE (TY-1)(INSTALL)	100	SY	$10.00	$1,000.00	13.00	1,300.00	15.00	1,500.00
32	TxDOT 506	STAB. CONSTRUC. ENTRANCE (TY-1)(REMOVE)	100	SY	$1.50	$150.00	6.60	660.00	15.00	1,500.00
33	TxDOT 506	TEMP SEDIMENT CONTRL (INLET PROTECTION) (INSTALL)	60	LF	$2.50	$150.00	4.00	240.00	6.00	360.00
34	TxDOT 506	TEMP SEDIMENT CONTRL (INLET PROTECTION) (REMOVE)	60	LF	$0.25	$15.00	0.60	36.00	0.75	45.00
35	TxDOT 529	CONC CURB & GUTTER (TY II) (MOD) (w/ THREE #3 Rebar)	1600	LF	$12.25	$19,600.00	14.00	22,400.00	15.00	24,000.00
36	TxDOT 529	CONC 24" RIBBON CURB (w/ TWO #3 Rebar)	50	LF	$17.00	$850.00	16.00	800.00	12.00	600.00
37	TxDOT 530	CONC DRIVEWAYS (6" THICK) TYPE II COMMERCIAL	1285	SY	$45.00	$57,825.00	88.00	113,080.00	64.00	82,240.00
38	TxDOT 531	STANDARD CONC SIDEWALK - 4" THICK COMPLETE INCLUDING 2" SAND CUSHION	355	SY	$50.00	$17,750.00	62.00	22,010.00	55.00	19,525.00
39		PERVIOUS CONC SIDEWALK (3000 PSI MIN. @ 28 DAYS) - 4" THICK COMPLETE INPLACE INCLUDING ADDITIONAL 2" STONE LEVEL COURSE	705	SY	$35.00	$24,675.00	73.00	51,465.00	70.00	49,350.00
40	TxDOT 531	CURB RAMPS (TYPE-7) (MOD)	0	EA	$700.00	$0.00	0.00	0.00	0.00	0.00
41	TxDOT 531	FLUSH LANDING (TYPE-5)	0	EA	$700.00	$0.00	0.00	0.00	0.00	0.00
42	TxDOT 531	CURB RAMPS (TYPE-7)	1	EA	$700.00	$700.00	1,300.00	1,300.00	1,500.00	1,500.00
43	TxDOT 531	CURB RAMPS (TYPE-11)	2	EA	$700.00	$1,400.00	2,100.00	4,200.00	1,750.00	3,500.00
44	TxDOT 644	INSTALL SM RD SN SUP & AM TY 10BWG(1) SA(P)	0	EA	$800.00	$0.00	0.00	0.00	0.00	0.00
45	TxDOT 644	RELOCATE SM RD SN SUP & AM 10 BWG	0	EA	$447.50	$0.00	0.00	0.00	0.00	0.00
46	TxDOT 644	REMOVE SM RD SN SUP & AM	1	EA	$63.25	$63.25	170.00	170.00	500.00	500.00
47	TxDOT 666	Reflective Pavement Marking TY I (0.10 IN THICK) (W) (4") (BRK) (Markings Placed @ 30' Spacings)	560	LF	$0.50	$280.00	1.40	784.00	1.40	784.00
48	TxDOT 666	Reflective Pavement Marking TY I (0.10 IN THICK) (Y) (4") (SLD)	2400	LF	$0.50	$1,200.00	1.40	3,360.00	1.40	3,360.00
49	TxDOT 666	Reflective Pavement Marking TY I (0.10 IN THICK) (W) (8") (SLD)	300	LF	$1.00	$300.00	2.20	660.00	2.00	600.00
50	TxDOT 666	Reflective Pavement Marking TY I (0.10 IN THICK) (W) (12") (SLD)	240	LF	$2.60	$624.00	5.10	1,224.00	5.00	1,200.00
51	TxDOT 666	Reflective Pavement Marking TY I (0.10 IN THICK) (W) (24") (SLD)	50	LF	$5.55	$277.50	9.00	450.00	8.00	400.00
52	TxDOT 666	Reflective Pavement Marking TY I (0.10 IN THICK) (Y) (24") (SLD)	230	LF	$8.25	$1,897.50	9.00	2,070.00	8.00	1,840.00
53	TxDOT 666	Reflective Pavement Marking TY I (0.10 IN THICK) (W) (WORD)	5	EA	$77.50	$387.50	200.00	1,000.00	200.00	1,000.00
54	TxDOT 666	Reflective Pavement Marking TY I (0.10 IN THICK) (W) (ARROW)	6	EA	$77.75	$466.50	160.00	960.00	150.00	900.00
55	TxDOT 672	RAISED PAVEMENT MARKER (CL B) (REFL) (TY II-A-A)	30	EA	$3.25	$97.50	7.00	210.00	7.00	210.00
56	TxDOT 672	RAISED PAVEMENT MARKER (CL B)(REFL)(TY II-C-R)	50	EA	$3.75	$187.50	7.00	350.00	7.00	350.00
57		TRAFFIC SIGNALS @ 103 & CRYSTAL FALLS INTERSECTION COMPLETE INCLUDING ALL MATERIALS, LABOR AND EQUIPMENT	0	LS	$125,000.00	$0.00	0.00	0.00	0.00	0.00
58	COA 504	ADJUSTING WATER VALVE RISERS TO FINAL GRADE	10	EA	$350.00	$3,500.00	420.00	4,200.00	350.00	3,500.00
59	COA 505	MANHOLE HEIGHT ADJUSTMENT - ADJUST EXISTING WASTEWATER MANHOLE RING AND COVER TO PROPOSED FINISH GRADE	5	EA	$600.00	$3,000.00	850.00	4,250.00	500.00	2,500.00
60	COA-510	RELOCATE WATER 8" DIA, ALL DEPTHS, D.I. CL-350 COMPLETE INCLUDING ALL FITTINGS AND APPURTENANCES, EXCAVATION, BEDDING AND BACKFILL	20	LF	$115.00	$2,300.00	260.00	5,200.00	200.00	4,000.00
61	COA-510	RELOCATE WATER 16" DIA, ALL DEPTHS, D.I. CL-350 COMPLETE INCLUDING ALL FITTINGS AND APPURTENANCES, EXCAVATION, BEDDING AND BACKFILL	60	LF	$300.00	$18,000.00	290.00	17,400.00	250.00	15,000.00
62	COA-510	EXTEND OR RECONNECTING LATERAL SERVICE TO REPLACE PIPE (2" DIA. DOMESTIC WATER) (2" BALCK PE, 200 PSI, SDR-9 PIPE)	4	EA	$2,225.00	$9,900.00	2,200.00	8,800.00	2,800.00	11,200.00
63	COA-511	REPOSITIONING AND ADJUSTING EXISTING FIRE HYDRANTS TO NEW LOCATION AND PROPOSED FINISH GRADE	2	EA	$1,200.00	$2,400.00	2,600.00	5,200.00	5,000.00	10,000.00
64	COA-511	REFLECTORIZED PVMT HYDRANT MARKERS (TYPE II-B-B)	2	EA	$15.00	$30.00	15.00	30.00	15.00	30.00
65	TxDOT 450	PEDESTRAIN HANDRAIL (TYPE B)	80	LF	$65.00	$5,200.00	77.00	6,160.00	60.00	4,800.00
		SUB TOTAL				$1,028,823.75		1,458,877.00		1,749,596.00
66		DEMOLITION (2.5% OF CONSTRUCTION COST)				$25,720.59				
		CONTINGENCEY (20% +/-)				$205,764.75				
		TOTAL				$1,260,309.09		$1,458,877.00		1,749,596.00

EAST CRYSTAL FALLS PARKWAY PHASE II

ESTIMATED QUANTITIES							AARON CONCRET		PATIN	
BID ITEM	TECH SPEC	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	TxDOT 500	MOBILIZATION	1.0	LS	$50,000.00	$50,000.00	50,000.00	50,000.00	55,000.00	55,000.00
2	TxDOT 100	PREP ROW	2	STA	$1,400.00	$2,800.00	1,600.00	3,200.00	26,000.00	52,000.00
3	TxDOT 110	EXCAVATION (ROADWAY)	425	CY	$8.00	$3,400.00	45.00	19,125.00	50.00	21,250.00
4	TxDOT 132	EMBANK (ORD COMP)(TY-B)	400	CY	$10.00	$4,000.00	14.00	5,600.00	60.00	24,000.00
5	TxDOT 160	FURN AND PLACE TOPSOIL (4 IN)	2,590	SY	$1.00	$2,590.00	2.00	5,180.00	5.00	12,950.00
6	TxDOT 164	CELL FBR MLCH (PERM)(RURAL)(CLAY)	2,590	SY	$0.25	$647.50	0.30	777.00	1.00	2,590.00
7	TxDOT 247	FL BASE (COMPL IN PLACE)(TY-A)(GR-1)	280	CY	$27.00	$7,560.00	73.00	20,440.00	75.00	21,000.00
8	SPECIAL	GEOGRID FOR BASE REINFORCEMENT	913	SY	$3.00	$2,739.00	2.00	1,826.00	1.00	913.00
9	TxDOT 340	TEMPORARY ASPHALT (TY) (4")	0	TON	$80.00	$0.00	0.00	0.00	0.00	0.00
10	TxDOT 340	ASPH CONC (TY C)(SURF)(PG70-22)(2 IN)	83	TON	$75.00	$6,225.00	115.00	9,545.00	120.00	9,960.00
11	TxDOT 340	ASPH CONC (TY A)(PG70-22)(4 IN)	166	TON	$63.00	$10,458.00	111.00	18,426.00	110.00	18,260.00
12	TxDOT 402	TRENCH EXCAVATION PROTECTION	250	LF	$2.55	$637.50	6.00	1,500.00	5.00	1,250.00
13	TxDOT 416	DRILLED SHAFT (TRF SIG POLE) (30 IN)	12	LF	$180.00	$2,160.00	250.00	3,000.00	250.00	3,000.00
14	TxDOT 416	DRILLED SHAFT (TRF SIG POLE) (36 IN)	14	LF	$195.00	$2,730.00	310.00	4,340.00	300.00	4,200.00
15	TxDOT 416	DRILLED SHAFT (TRF SIG POLE) (48 IN)	44	LF	$330.00	$14,520.00	370.00	16,280.00	330.00	14,520.00
16	TxDOT 423	CONCRETE RETAINING WALL W/ FOOTING	0	SFF	$30.00	$0.00	0.00	0.00	0.00	0.00
17	TxDOT 432	RIPRAP (CL-B)(6 IN CONC)	6	CY	$3.50	$21.00	385.00	2,310.00	500.00	3,000.00
18	TxDOT 432	RIPRAP (STONE)(COMMON)	16	CY	$122.00	$1,952.00	205.00	3,280.00	200.00	3,200.00
19	TxDOT 460	CM PIPE (GALVANIZED STEEL)(TYPE II)(20"x15")	60	LF	$45.00	$2,700.00	58.00	3,480.00	85.00	5,100.00
17	TxDOT 464	RC PIPE (10 IN)(CL III)	40	LF	$40.50	$1,620.00	52.00	2,080.00	140.00	5,600.00
18	TxDOT 464	RC PIPE (24 IN)(CL III)	0	LF	$54.00	$0.00	0.00	0.00	0.00	0.00
19	TxDOT 464	RC PIPE (30 IN)(CL III)	0	LF	$83.00	$0.00	0.00	0.00	0.00	0.00
20	TxDOT 464	RC PIPE (36 IN)(CL III)	0	LF	$101.00	$0.00	0.00	0.00	0.00	0.00
21	TxDOT 464	RC PIPE (18 IN)(CL V)	220	LF	$50.00	$11,000.00	55.00	12,100.00	180.00	39,600.00
22	TxDOT 465	INLET (COMPL) (TY-1) 10 ft Precast Curb Inlet	0	EA	$5,000.00	$0.00	0.00	0.00	0.00	0.00
23	TxDOT 465	INLET (COMPL) (TY-H) 3x3 (IL-H-L)	0	EA	$4,550.00	$0.00	0.00	0.00	0.00	0.00
24	TxDOT 466	INLET (COMPL) (TY-H) 3x3 Grate (IL-H-G)	3	EA	$4,720.00	$14,160.00	4,700.00	14,100.00	5,000.00	15,000.00
25	TxDOT 467	SAFETY END TREATMENT - (TY-II)(18" RCP)	1	EA	$971.50	$971.50	1,400.00	1,400.00	3,500.00	3,500.00
26		STORM FILTER COMPLETE IN PLACE	0	EA	$80,200.00	$0.00	0.00	0.00	0.00	0.00
27	TxDOT 502	BARRICADES, SIGNS, and TRAFFIC HANDLING INCLUDING CONSTRUCTION DETOURS, PROJECT SIGNS, TEMPORARY PAVEMENT MARKINGS, INSTALLATION, MAINTENANCE, and REMOVAL OF ALL DEVICES.	9	MO	$3,877.50	$34,897.50	1,300.00	11,700.00	2,500.00	22,500.00
28		TREE PROTECTION	0	LF	$2.50	$0.00	0.00	0.00	0.00	0.00
29	TxDOT 506	TEMP SEDIMENT CONTROL FENCE (INSTALL)	300	LF	$1.50	$450.00	2.50	750.00	2.50	750.00
30	TxDOT 506	TEMP SEDIMENT CONTROL FENCE (REMOVE)	300	LF	$0.25	$75.00	0.60	180.00	1.00	300.00
31	TxDOT 506	STAB. CONSTRUC. ENTRANCE (TY-1)(INSTALL)	100	SY	$10.00	$1,000.00	14.00	1,400.00	15.00	1,500.00
32	TxDOT 506	STAB. CONSTRUC. ENTRANCE (TY-1)(REMOVE)	100	SY	$1.50	$150.00	7.00	700.00	15.00	1,500.00
33	TxDOT 506	TEMP SEDIMENT CONTRL (INLET PROTECTION) (INSTALL)	10	LF	$2.50	$25.00	4.00	40.00	6.00	60.00
34	TxDOT 506	TEMP SEDIMENT CONTRL (INLET PROTECTION) (REMOVE)	10	LF	$0.25	$2.50	0.60	6.00	1.00	10.00
35	TxDOT 529	CONC CURB & GUTTER (TY II) (MOD) (w/ THREE #3 Rebar)	155	LF	$12.25	$1,898.75	15.00	2,325.00	20.00	3,100.00
36	TxDOT 529	CONC 24" RIBBON CURB (w/ TWO #3 Rebar)	180	LF	$17.00	$3,060.00	18.00	3,240.00	18.00	3,240.00
37	TxDOT 530	CONC DRIVEWAYS (6" THICK) TYPE II COMMERCIAL	0	SY	$45.00	$0.00	0.00	0.00	0.00	0.00
38	TxDOT 531	STANDARD CONC SIDEWALK - 4" THICK COMPLETE INCLUDING 2" SAND CUSHION	235	SY	$50.00	$11,750.00	66.00	15,510.00	65.00	15,275.00
39		PERVIOUS CONC SIDEWALK (3000 PSI MIN. @ 28 DAYS) - 4" THICK COMPLETE INPLACE INCLUDING ADDITIONAL 2" STONE LEVEL COURSE	0	SY	$35.00	$0.00	0.00	0.00	0.00	0.00
40	TxDOT 531	CURB RAMPS (TYPE-7) (MOD)	2	EA	$700.00	$1,400.00	1,500.00	3,000.00	1,800.00	3,600.00
41	TxDOT 531	FLUSH LANDING (TYPE-5)	4	EA	$700.00	$2,800.00	1,600.00	6,400.00	2,000.00	8,000.00
42	TxDOT 531	CURB RAMPS (TYPE-7)	0	EA	$700.00	$0.00	0.00	0.00	0.00	0.00
43	TxDOT 531	CURB RAMPS (TYPE-11)	0	EA	$700.00	$0.00	0.00	0.00	0.00	0.00
44	TxDOT 618	CONDT (PVC) (SCHD 40)(2")	340	LF	$10.00	$3,400.00	20.00	6,800.00	13.00	4,420.00
45	TxDOT 618	CONDT (PVC) (SCHD 40)(2")(BORE)	285	LF	$18.00	$5,130.00	25.00	7,125.00	26.00	7,410.00
46	TxDOT 618	CONDT (PVC) (SCHD 40)(3")	505	LF	$9.50	$4,797.50	28.00	14,140.00	18.00	9,090.00
47	TxDOT 618	CONDT (PVC) (SCHD 40)(3")(BORE)	650	LF	$20.00	$13,000.00	31.00	20,150.00	35.00	22,750.00
48	TxDOT 620	ELEC CONDR (NO. 6) BARE	10	LF	$1.65	$16.50	4.00	40.00	3.00	30.00
49	TxDOT 620	ELEC CONDR (NO. 6) INSULATED	20	LF	$2.00	$40.00	5.00	100.00	3.00	60.00
50	TxDOT 620	ELEC CONDR (NO. 8) BARE	1775	LF	$2.50	$4,437.50	2.00	3,550.00	1.50	2,662.50
51	TxDOT 620	ELEC CONDR (NO. 8) INSULATED	740	LF	$2.80	$2,072.00	2.30	1,702.00	1.50	1,110.00
52	TxDOT 624	GROUND BOX TY D (162922) W/APRON	5	EA	$770.00	$3,850.00	1,200.00	6,000.00	800.00	4,000.00
53	TxDOT 620	ELC SRV TY D 120/240 070 (NS)AL(E)SP(O)	1	EA	$3,000.00	$3,000.00	5,000.00	5,000.00	4,000.00	4,000.00
54	TxDOT 644	INSTALL SM RD SN SUP & AM TY 10BWG(1) SA(P)	3	EA	$800.00	$2,400.00	740.00	2,220.00	800.00	2,400.00
55	TxDOT 644	RELOCATE SM RD SN SUP & AM 10 BWG	6	EA	$447.50	$2,685.00	450.00	2,700.00	650.00	3,900.00
56	TxDOT 644	REMOVE SM RD SN SUP & AM	2	EA	$63.25	$126.50	115.00	230.00	400.00	800.00
57	TxDOT 666	Reflective Pavement Marking TY I (0.10 IN THICK) (W) (4") (BRK) (Markings Placed @ 30' Spacings)	0	LF	$0.50	$0.00	0.00	0.00	0.00	0.00
58	TxDOT 666	Reflective Pavement Marking TY I (0.10 IN THICK) (Y) (4") (SLD)	0	LF	$0.50	$0.00	0.00	0.00	0.00	0.00
59	TxDOT 666	Reflective Pavement Marking TY I (0.10 IN THICK) (W) (8") (SLD)	100	LF	$1.00	$100.00	2.00	200.00	2.00	200.00
60	TxDOT 666	Reflective Pavement Marking TY I (0.10 IN THICK) (W) (12") (SLD)	600	LF	$2.60	$1,560.00	5.00	3,000.00	5.00	3,000.00
61	TxDOT 666	Reflective Pavement Marking TY I (0.10 IN THICK) (W) (24") (SLD)	65	LF	$5.55	$360.75	9.00	585.00	8.00	520.00
62	TxDOT 666	Reflective Pavement Marking TY I (0.10 IN THICK) (Y) (24") (SLD)	0	LF	$8.25	$0.00	0.00	0.00	0.00	0.00
63	TxDOT 666	Reflective Pavement Marking TY I (0.10 IN THICK) (W) (WORD)	0	EA	$77.50	$0.00	0.00	0.00	0.00	0.00
64	TxDOT 666	Reflective Pavement Marking TY I (0.10 IN THICK) (W) (ARROW)	3	EA	$77.75	$233.25	160.00	480.00	150.00	450.00
65	TxDOT 672	RAISED PAVEMENT MARKER (CL B) (REFL) (TY II-A-A)	0	EA	$3.25	$0.00	0.00	0.00	0.00	0.00
66	TxDOT 672	RAISED PAVEMENT MARKER (CL B)(REFL)(TY II-C-R)	6	EA	$3.75	$22.50	8.00	48.00	7.00	42.00
67	TxDOT 680	INSTALL HWY TRF SIG (ISOLATED)	1	EA	$15,000.00	$15,000.00	23,000.00	23,000.00	12,000.00	12,000.00
68	Subsidary to bid Item 680	BLANK OUT SIGN (LED)	1	EA	$9,000.00	$9,000.00	5,600.00	5,600.00	3,800.00	3,800.00
69	TxDOT 681	TEMP TRAF SIGNALS	1	A	$10,500.00	$10,500.00	15,000.00	15,000.00	12,500.00	12,500.00
70	TxDOT 682	BACK PLATE (12 IN) (3 SEC)	8	EA	$80.00	$640.00	56.00	448.00	40.00	320.00
71	TxDOT 682	BACK PLATE (12 IN) (4 SEC)	2	EA	$95.00	$190.00	68.00	136.00	45.00	90.00
72	TxDOT 682	BACK PLATE (12 IN) (5 SEC)	3	EA	$125.00	$375.00	81.00	243.00	60.00	180.00
73	TxDOT 682	VEH SIG SEC (12 IN) LED (GRN ARW)	6	EA	$215.00	$1,290.00	235.00	1,410.00	240.00	1,440.00
74	TxDOT 682	VEH SIG SEC (12 IN) LED (GRN)	12	EA	$210.00	$2,520.00	238.00	2,856.00	230.00	2,760.00
75	TxDOT 682	VEH SIG SEC (12 IN) LED (YEL ARW)	4	EA	$225.00	$900.00	235.00	940.00	240.00	960.00
76	TxDOT 682	VEH SIG SEC (12 IN) LED (YEL)	12	EA	$210.00	$2,520.00	235.00	2,820.00	230.00	2,760.00
77	TxDOT 682	VEH SIG SEC (12 IN) LED (RED ARW)	1	EA	$225.00	$225.00	234.00	234.00	240.00	240.00
78	TxDOT 682	VEH SIG SEC (12 IN) LED (RED)	12	EA	$210.00	$2,520.00	234.00	2,808.00	230.00	2,760.00
79	TxDOT 682	PED SIG SEC (12 IN) LED (COUNTDOWN)	8	EA	$565.00	$4,520.00	600.00	4,800.00	660.00	5,280.00
80	TxDOT 684	TRF SIG CBL (TY A) (14 AWG) (5 CONDR)	2267	LF	$2.50	$5,717.50	2.00	4,574.00	1.50	3,430.50
81	TxDOT 684	TRF SIG CBL (TY A) (14 AWG) (7 CONDR)	1325	LF	$3.00	$3,975.00	2.10	2,782.50	1.80	2,385.00
82	TxDOT 684	TRF SIG CBL (TY C) (14 AWG) (12 CONDR)	245	LF	$2.65	$649.25	2.50	612.50	3.00	735.00
83	TxDOT 684	TRF SIG CBL (TY A) (14 AWG) (2 CONDR)	1519	LF	$1.05	$1,594.95	1.10	1,670.90	1.00	1,519.00
84	TxDOT 686	INS TRF SIG PL AM (S) 1 ARM (26') LUM	1	EA	$5,400.00	$5,400.00	7,500.00	7,500.00	6,000.00	6,000.00
85	TxDOT 686	INS TRF SIG PL AM (S) 1 ARM (48')	1	EA	$6,400.00	$6,400.00	10,000.00	10,000.00	7,500.00	7,500.00
86	TxDOT 686	INS TRF SIG PL AM (S) 1 ARM (55')	1	EA	$23,500.00	$23,500.00	16,000.00	16,000.00	13,800.00	13,800.00

ESTIMATED QUANTITIES EAST CRYSTAL FALLS PARKWAY PHASE II							AARON CONCRET		PATIN	
BID ITEM	TECH SPEC	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
87	TxDOT 686	INS TRF SIG PL AM (S) 1 ARM (55') LUM	1	EA	$23,500.00	$23,500.00	19,000.00	19,000.00	15,500.00	15,500.00
88	TxDOT 687	PED POLE ASSEMBLY	5	EA	$2,100.00	$10,500.00	2,300.00	11,500.00	19,000.00	95,000.00
89	6007	REMOVING TRAFFIC SIGNALS	1	EA	$10,100.00	$10,100.00	3,200.00	3,200.00	4,500.00	4,500.00
90	6266	VIVDS COMMUNICATION CABLE (COAXIAL)	1331	LF	$3.00	$3,993.00	5.00	6,655.00	2.00	2,662.00
91	6317	BBU SYSTEM (EXTERNAL BATT CABINET)	1	EA	$6,700.00	$6,700.00	8,000.00	8,000.00	6,500.00	6,500.00
92	6035	ACCESSIBLE PEDESTRIAN SIGNAL UNITS	8	LF	$1,200.00	$9,600.00	1,500.00	12,000.00	1,000.00	8,000.00
93	6051	ETHERNET CABLE CAT 6	190	LF	$4.50	$855.00	3.70	703.00	2.00	380.00
95	COA 504S-W	ADJUSTING WATER VALVE RISERS TO FINAL GRADE	0	EA		$0.00	0.00	0.00	0.00	0.00
96	COA 506-4	MANHOLE HEIGHT ADJUSTMENT - ADJUST EXISTING WASTEWATER MANHOLE RING AND COVER TO PROPOSED FINISH GRADE	0	EA		$0.00	0.00	0.00	0.00	0.00
97	COA-510-A8W	RELOCATE WATER 8" DIA, ALL DEPTHS, D.I. CL-350 COMPLETE INCLUDING ALL FITTINGS AND APPURTENANCES, EXCAVATION, BEDDING AND BACKFILL	0	LF		$0.00	0.00	0.00	0.00	0.00
98	COA-510-A16W	RELOCATE WATER 16" DIA, ALL DEPTHS, D.I. CL-350 COMPLETE INCLUDING ALL FITTINGS AND APPURTENANCES, EXCAVATION, BEDDING AND BACKFILL	0	LF		$0.00	0.00	0.00	0.00	0.00
99	COA-510-B2W	EXTEND OR RECONNECTING LATERAL SERVICE TO REPLACE PIPE (2" DIA. DOMESTIC WATER)(2" BLACK PE, 200 PSI, SDR-9 PIPE)	0	EA		$0.00	0.00	0.00	0.00	0.00
100	COA-511S	REPOSITIONING AND ADJUSTING EXISTING FIRE HYDRANTS TO NEW LOCATION AND PROPOSED FINISH GRADE	0	EA		$0.00	0.00	0.00	0.00	0.00
101	COA-511S-C	REFLECTORIZED PVMT HYDRANT MARKERS (TYPE II-B-B)	0	EA		$0.00	0.00	0.00	0.00	0.00
102	511044-WCH	MAST AND BASE WCH 715-2149-324	2	EA		$0.00	17,000.00	34,000.00	5,000.00	10,000.00
103	076044-012	GATE MECH S-40 W/CTWT KIT 32'	2	EA		$0.00	12,000.00	24,000.00	15,000.00	30,000.00
104		TEMPORARY BASE PLATE	1	EA		$0.00	1,700.00	1,700.00	3,000.00	3,000.00
105	10018-01	BRACKET HI WIND NEG W/G191036 NEG WIG 191	2	EA		$0.00	1,700.00	3,400.00	20,000.00	40,000.00
106	076007-005	GATE KEEPER SK1000-2W DUAL DIR	2	EA		$0.00	6,000.00	12,000.00	55,000.00	110,000.00
107		SO CORD 10/3	200	FT		$0.00	10.00	2,000.00	5.00	1,000.00
108	076045-014	GATE ARM 16-32' UHI LED LGHTS	8	EA		$0.00	1,700.00	13,600.00	4,000.00	32,000.00
109	14187-01	SLEEVE 4 ALUMINUM REC #92950	6	EA		$0.00	550.00	3,300.00	500.00	3,000.00
110		FOUNDATION, PRECAST, GATE	3	EA		$0.00	550.00	1,650.00	5,000.00	15,000.00
111		SKID PLATE, FOUNDATION	2	EA		$0.00	1,200.00	2,400.00	3,000.00	6,000.00
112		CANTILEVER, 22' W.O., 1W M, 1W L, 2W T	1	EA		$0.00	2,800.00	2,800.00	5,000.00	5,000.00
113		FOUNDATION, PRECAST	1	EA		$0.00	780.00	780.00	10,000.00	10,000.00
114	076048-116	1-WAY CROSSARM, LESS LED'S (06)	4	EA		$0.00	560.00	2,240.00	2,000.00	8,000.00
115	076048-103	LIGHT MTG. HDW. 6"	9	EA		$0.00	560.00	5,040.00	1,500.00	13,500.00
116	076048-109	LED INSERT DIALIGHT FLX4000	24	EA		$0.00	110.00	2,640.00	500.00	12,000.00
117	113022-017	U-BOLT 3 / 4 – 10 5" SS W/HDW	6	EA		$0.00	12.00	72.00	200.00	1,200.00
118	54-11305	PINNACLE 6" MACHINED W/SETSCRW	4	EA		$0.00	20.00	80.00	300.00	1,200.00
119		DECAL, DOT STRIP	6	EA		$0.00	220.00	1,320.00	200.00	1,200.00
120	125535-WCH	SIGN ZING WCH 3380-990	7	EA		$0.00	2,300.00	16,100.00	2,000.00	14,000.00
121	6147-01	BELL ELECTRONIC CROSSING 4/5"	2	EA		$0.00	1,500.00	3,000.00	2,500.00	5,000.00
123	1077-02	CABLE UG 7 COND #6 AWG SOLID	1500	FT		$0.00	6.00	9,000.00	5.00	7,500.00
124		CABLE UG 7 COND #9 AWG SOLID	1200	FT		$0.00	6.00	7,200.00	5.00	6,000.00
125	1023-02	CABLE UG 7 # 14 AWG SOLID	5500	FT		$0.00	6.00	33,000.00	5.00	27,500.00
126		PVC CONDUIT 4 IN. SCH 80	800	FT		$0.00	6.00	4,800.00	15.00	12,000.00
127		PVC CEMENT, 1QT W/BRUSH TOP	2	EA		$0.00	6.00	12.00	10.00	20.00
128		PREFORMED LOOPS	10	EA		$0.00	560.00	5,600.00	500.00	5,000.00
129		LOOP INTERCONNECT BOX	2	EA		$0.00	220.00	440.00	2,000.00	4,000.00
130		LOOP LEAD-IN CABLE	1000	FT		$0.00	12.00	12,000.00	5.00	5,000.00
131	1436-01	WIRE #6 SOFT BARE COPPER	70	FT		$0.00	2.00	140.00	40.00	2,800.00
132	1357-01	ROD 5/8 X 8 NS GRD"'USE-02'''	7	EA		$0.00	110.00	770.00	150.00	1,050.00
133	1029-01	CONNECTION SBNT1-161G ONE-SHOTFOR 5/8 IN	7	EA		$0.00	110.00	770.00	50.00	350.00
134		KIT BOOTLEG CROSSING PACKAGE	1	EA		$0.00	56.00	56.00	3,500.00	3,500.00
135	SIG SIGN	EMERGENCY SIGN SIGNAL	2	EA		$0.00	2,800.00	5,600.00	10,000.00	20,000.00
136	FLDTGKT	FIELD TAG KIT	1	EA		$0.00	230.00	230.00	500.00	500.00
137		ASSY GCP3000D2 W/DAX	1	EA		$0.00	5,700.00	5,700.00	2,500.00	2,500.00
138	U-1400	U-1400 LOOP PROCESSOR	2	EA		$0.00	2,300.00	4,600.00	10,000.00	20,000.00
139	805-8-S	U-1400 HARNESS, 8' LONG W/SLEEVE	2	EA		$0.00	110.00	220.00	3,500.00	7,000.00
140	CTC 20-1021	WAGO TERMINAL STRIP	2	EA		$0.00	12.00	24.00	1,500.00	3,000.00
141	80273-001	SEAR II EVENT RECORDER	1	EA		$0.00	2,300.00	2,300.00	5,000.00	5,000.00
142	ST1 400000	RELAY 500 OHM 6FB NEUTRAL	3	EA		$0.00	560.00	1,680.00	1,000.00	3,000.00
143		RELAY PLUGBOARD B1 W/10-14 CRIMP TERMINALS	3	EA		$0.00	1,700.00	5,100.00	4,000.00	12,000.00
144	012092-002	WIRE 16AWG/19 TC EPR/PVC BLU	1000	FT		$0.00	2.00	2,000.00	10.00	10,000.00
145		4 GRADE CROSSING PANELS AND ASSOCIATED ITEMS	1	LS		$0.00	280.00	280.00	22,000.00	22,000.00
146		LINE AND SURFACE TRACK THROUGH OUT CROSSING	1	LS		$0.00	5,600.00	5,600.00	22,000.00	22,000.00
147		10 FOOT LONG TRANSITION TIES EACH END	1	LS		$0.00	54,000.00	54,000.00	22,000.00	22,000.00
		SUB TOTAL				$188,478.25		775,046.90		1,198,394.00
		DEMOLITION (2.5% OF CONSTRUCTION COST)				$4,711.96				
		CONTINGENCEY (20% +/-)				$37,695.65				
		CAMPBELL TECHNOLOGY CORPORATION (CTC)				$251,500.00				
		ATKINS CONSTRUCTION COST				$221,838.20				
		TOTAL				$704,224.06		$775,046.90		$1,198,394.00

TOTAL CONSTRUCTION COST	$1,964,533.15	$2,233,923.90	$2,947,990.00

Robert Powers

To: Robert Powers
Subject: RE: Fund Balance - Corrected

From: Robert Powers
Sent: Wednesday, September 11, 2013 11:04 AM
To: Kent Cagle
Cc: Wayne Watts
Subject: Fund Balance

Kent,

In the proposed budget, we showed fy14 ending fund balance of $4,766,405. (which is more than our 25% reserve requirement)

My revised cy13 estimate of revenue over expense is approx $500,000 more to the good. ($150,000 in revenue from even higher bldg/construction fees and sales taxes; and $350,000 in expenditure savings more than shown in budget).

FY 14 Budget for East Crystal Falls 2B was

Fund 53 (bonds)	$1,160,000
Gen Fund transfer	730,000
Total	$1,890,000
Bid	$2,300,000 *
Gap	$410,000
Plus add 183 r.o.w.	$126,000
Total Needed	$536,000 *

* Contractor bid (rounded) – does not include any other costs that we incur such as materials testing that would increase the total cost.

It's close, but I think we can safely say that we'll have sufficient carryover fund balance from the current year fy13. (however we still have outstanding caveat of unfinished County Glen, CR 179 and Lakeline)

Robert

AGENDA ITEM # 17

Executive Summary

September 19, 2013

Council Agenda Subject: Consideration of Interlocal Agreement with the City of Cedar Park for Bagdad Road Improvements

Background: The attached Interlocal Agreement with the City of Cedar Park for Bagdad Road Improvements provides for the sharing of design and construction costs of Cedar Park's proposed improvements to Bagdad Road. The purpose of the project is to reconstruct Bagdad Road from F.M. 1431 to the main entrance of Leander High School from its current four-lane, undivided roadway configuration to a five-lane, undivided roadway with a center turn lane. Approximately 600 linear feet of this project is located within the city limits of Leander, extending north from Kettering Drive to Leander High School's main entrance as shown in Attachment A to the Interlocal Agreement. This project will significantly increase traffic safety with the addition of the center turn lane for north bound traffic turning left into Leander High School's main entrance. Leander's estimated portion of the project's design and construction costs is $39,326.72 as shown in the attached Cedar Park–Leander Bagdad Road Interlocal Agreement Cost Share Allocation.

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

Financial Consideration: $39,326.72 from GL# 40-04-8028

Recommendation: Staff recommends approval of the Interlocal Agreement with the City of Cedar Park for Bagdad Road Improvements subject to revisions as may be recommended by the City Attorney.

Attachments: (1) Interlocal Agreement with the City of Cedar Park for Bagdad Road Improvements, (2) Attachment A to the Interlocal Agreement, and (3) Cedar Park–Leander Bagdad Road Interlocal Agreement Cost Share Allocation

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

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is made and entered into effective this _____day of _____, 2013, by and between the CITY OF CEDAR PARK, TEXAS and the CITY OF LEANDER, TEXAS, political subdivisions of the State of Texas.

WITNESSETH:

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

WHEREAS, the City of Cedar Park is designing and constructing improvements on Bagdad Road from RM 1431 to approximately 600' (feet) north of the city limits at Kettering Drive; and

WHEREAS, the improvements to Bagdad Road include the reconstruction of the roadway to a similar cross section that currently exists with the addition of turn lanes at major intersections; and

WHEREAS, the proposed improvements will require the reconstruction of approximately 600' (feet) of roadway north of the city limits at Kettering Drive to provide a consistent roadway cross section between the City of Cedar Park and City of Leander; and

WHEREAS, the proposed improvements will also include the addition of a dedicated left turn lane on both the north and south bound approaches to the Kettering Drive Intersection and the extension of the dedicated left turn lane into the southernmost access road to Leander High School in order to provide safe and efficient access at these locations; and

WHEREAS, the proposed improvements to Bagdad Road north of the city limits at Kettering Drive are shown on Attachment A; and

WHEREAS, the City of Cedar Park has agreed to construct the Bagdad Road improvements north of Kettering Drive with the City's Bagdad Road (RM 1431 to Kettering Drive) reconstruction project and the City of Leander has agreed to reimburse the City of Cedar Park for the actual costs of these improvements; and

WHEREAS, the Cities of Cedar Park and Leander finds that completion of the improvements to Bagdad Road north of the Kettering Drive intersection is consistent with the Transportation Plans of both cities and will enhance safety and mobility on an

integral arterial roadway and is a crucial element in the transportation network for the City of Cedar Park and City of Leander and thus serves a legitimate purpose;

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

I.

Terms and Conditions

1. The recitals herein and above are incorporated into this agreement and made a part hereof.

2. The City of Cedar Park agrees to perform all necessary and appropriate engineering, design and construction of the Project including improvements north of the city limits at the Kettering Drive intersection with the City's Bagdad Road (RM 1431 to Kettering Drive) reconstruction project.

3. As consideration for the construction of the improvements north of the city limits at Kettering Drive by the City of Cedar Park, the City of Leander will contribute and convey to the City the actual dollar amount of the construction costs of these improvements, currently estimated as $39,326.72. Payment shall me made on a monthly basis to the City of Cedar Park upon written request by the City. Such monthly payments shall be based on the actual costs of improvements installed during the prior month, as outlined in the contractor's payment application, unless another payment or reimbursement option is mutually agreed upon by the City of Cedar Park and the City of Leander.

4. Upon completion of the Project to the City of Austin Standard Specifications as adopted by the City of Cedar Park, the City of Leander agrees to accept jurisdiction and maintenance of the improvements north of the city limits at Kettering Drive.

II.

Miscellaneous

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

2. This Agreement constitutes the entire agreement between the parties hereto, and supersedes all their oral and written negotiations, agreements and understandings of every kind. The parties understand, agree and declare that no promise,

warranty, statement or representation of any kind whatsoever, which is not expressly stated in this Agreement, has been made by any party hereto or its officers, employees or other agents to induce execution of this Agreement. This Agreement cannot be modified, or any of the terms hereof waived, except by an instrument in writing, referring specifically to this Agreement, executed by the parties.

3. The laws of the State of Texas shall govern the validity, enforcement and interpretation of this Agreement. The obligations of the parties are performable and venue for any legal action arising out of this Agreement shall lie in Williamson County, Texas.

4. This Agreement shall be binding upon and inure to the benefit of the City of Cedar Park and the City of Leander and their respective personal representatives, successors and assigns. Except as expressly provided herein, nothing in this Agreement is intended to confer on any person, other than the parties hereto and their respective personal representatives, successors and assigns, any rights or remedies under or by reason of this Agreement.

5. In addition to the acts recited in this Agreement to be performed by any party, the parties agree to perform, or cause to be performed, any and all such further acts as may be reasonably necessary to consummate the acts or transactions contemplated hereby.

6. The effective date of this Agreement shall be the date stated below.

Dated this _____ day of _____ 2013.

_____
MATTHEW POWELL, Mayor
City of Cedar Park, Texas

ATTEST:

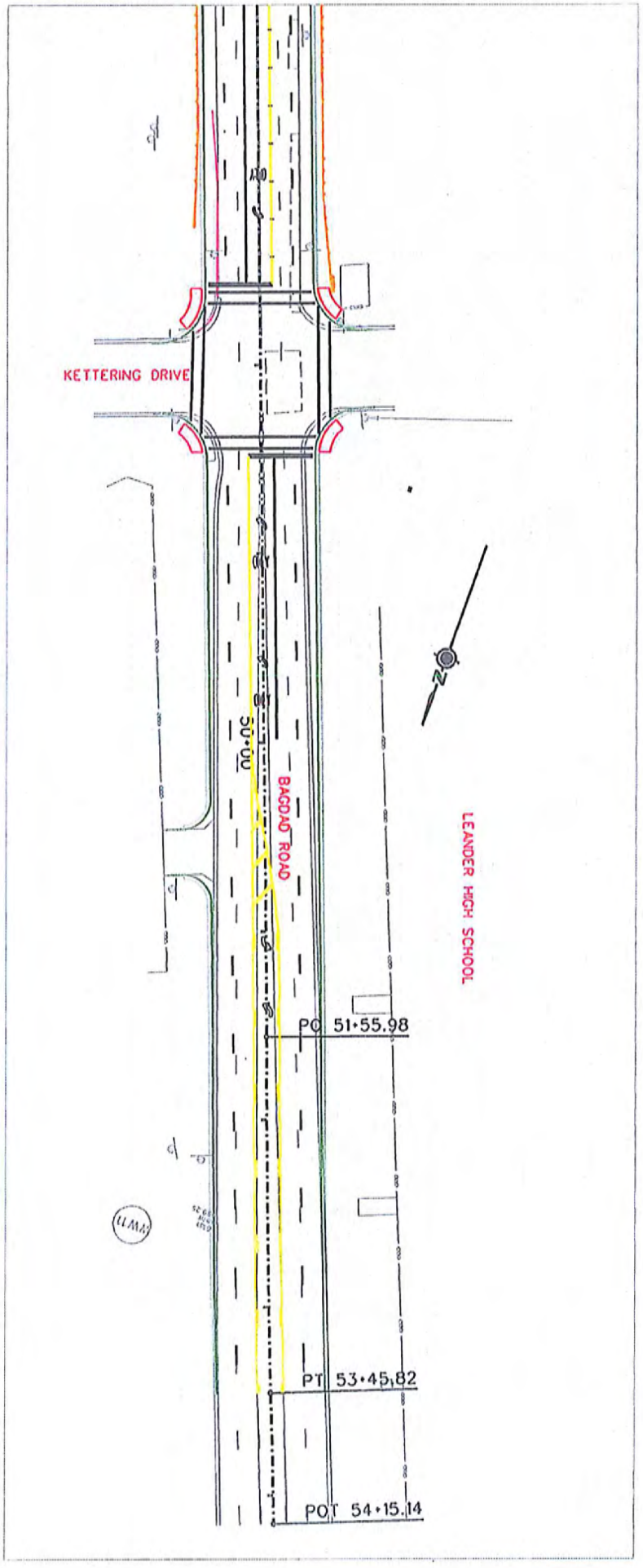
_____
LeAnn Quinn, City Secretary

_____
Christopher Fielder, Mayor
City of Leander, Texas

ATTEST:

_____
Debbie Haile, City Secretary

Attachment A


KETTERING DRIVE
BAGDAD ROAD
LEANDER HIGH SCHOOL
PC 51+55.98
PT 53+45.82
POT 54+15.14

Cedar Park – Leander Bagdad Road Interlocal Agreement
Cost Share Allocation

Original design	$ 304,456
Inspection	$ 130,000
TxDOT redesign	$ 34,445
Environmental	$ 10,621
TxDOT oversight(AFA)	$ 35,136
Testing	$ 50,000
Constr. Phase Services	$ 75,419
TDLR	$ 1,800
Low Construction Bid	$ 3,876,528.98
Total Project Cost	$ 4,518,405.98
CAMPO Contribution	- $ 3,000,000
Amount to be funded	$ 1,518,405.98

Cost Share Percentages

Cedar Park: $ 3,776,158.26 (based upon low bid construction quantity tabulation)
$ 3,776,158.26/$ 3,876,528.98= 97.41%

Leander: $ 100,370.72 (based upon low bid construction quantity tabulation)
$ 100,370.72 /$ 3,876,528.98= 2.59%

Cost Share Amount

Cedar Park: ($ 1,518,405.98)(.9741)= $ 1,479,079.26

Leander: ($ 1,518,405.98)(.0259)= $ 39,326.72

AGENDA ITEM # 18

Executive Summary

September 19, 2013

Agenda Subject: Discussion and action regarding the renaming of CR 273, and CR 179 as shown in Attachment #1.

Background: In order to provide consistency in street naming and addressing to improve service delivery and emergency services response times, the City attempts to designate continuous sections of roadways with a single name. Additionally, recently annexed areas with existing County roads are typically renamed as City streets after annexation. The roads under consideration in this agenda item fall in both categories and the renaming allows for continuation of street names and renaming of County roads that have been annexed.

At the September 5, 2013 City Council meeting, the City Council considered renaming these two streets and tabled action on the proposed ordinance based upon feedback from residents along the two streets. The ordinance proposed to rename CR 273 to Mel Mathis Blvd. from RM 2243 to E. Crystal Falls Pkwy. and to rename CR 179 to Republic Trails Blvd. from Ronald Reagan Blvd. to CR 175.

The residents who spoke at the meeting suggested renaming CR 273 north of E. Crystal Falls Pkwy. to Horizon Park Blvd. to continue the name of the street that aligns with CR 273 on the south side of E. Crystal Falls Pkwy.

A representative of Journey Church on CR 179 recommended renaming CR 179 and the existing Republic Trails Blvd. within the Hazelwood subdivision to Journey Parkway.

This item is intended to allow the City Council to consider alternative naming options for CR 273 and CR 179. Based upon the direction of Council, staff will re-notify the affected property owners of the proposed name change and will schedule an ordinance for the renaming at a future City Council meeting.

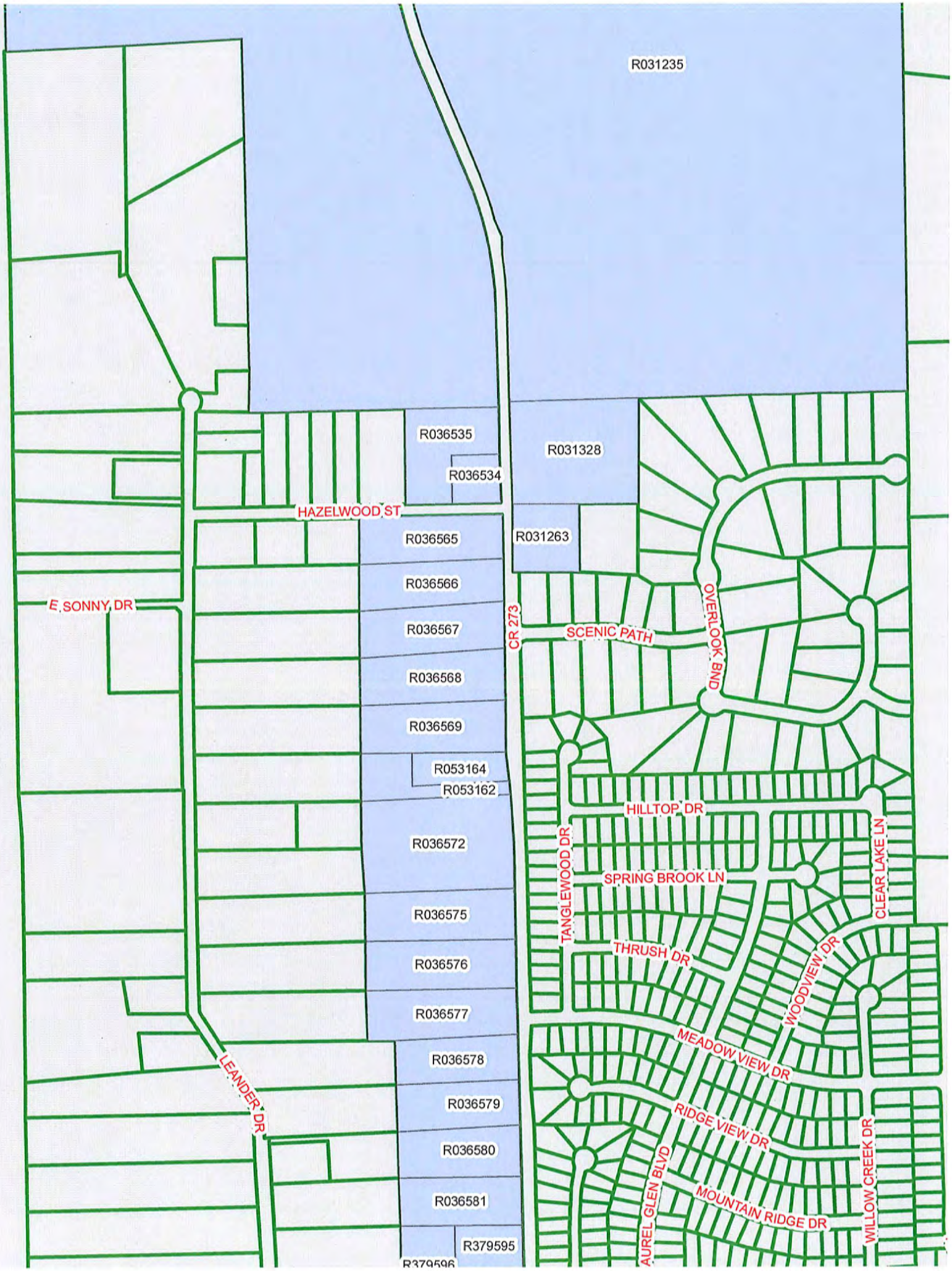
Origination: Development Services Department

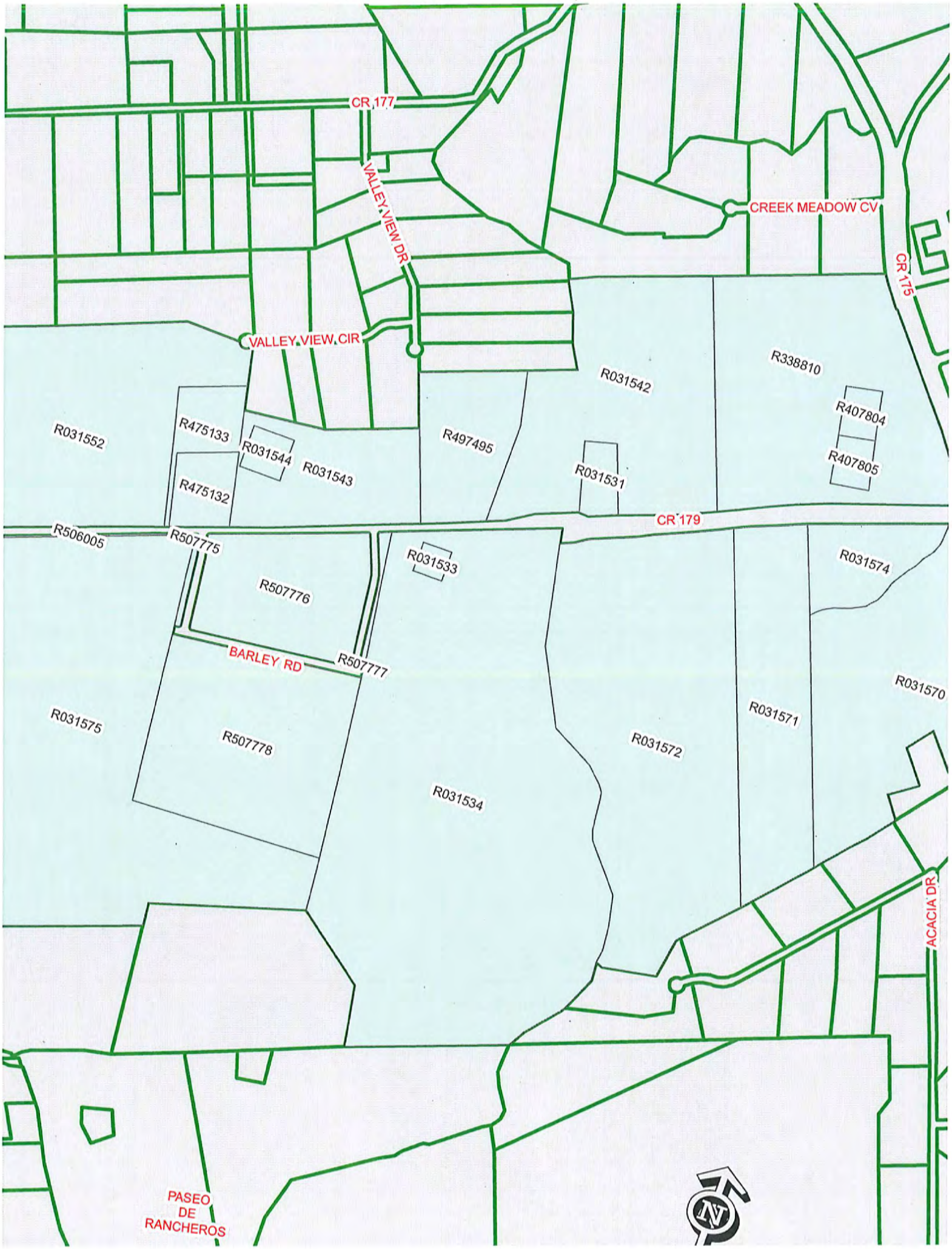
Financial Consideration: The cost of replacing street signs will come from the Public Works Department budget.

Recommendation: Based upon Council direction, staff will verify that the proposed street names are acceptable from an addressing perspective and will notify property owners along the stretches proposed to be renamed.

Attachments: 1. Map of areas proposed for renaming

Prepared By: Tom Yantis, AICP
Director of Development Services 09/11/2013


R031235
R036535
R031328
R036534
HAZELWOOD ST
R036565
R031263
R036566
E SONNY DR
R036567
CR 273
SCENIC PATH
OVERLOOK BND
R036568
R036569
R053164
R053162
HILLTOP DR
R036572
TANGLEWOOD DR
SPRING BROOK LN
CLEAR LAKE LN
R036575
THRUSH DR
WOODVIEW DR
R036576
R036577
MEADOW VIEW DR
R036578
LEANDER DR
R036579
RIDGE VIEW DR
R036580
AUREL GLEN BLVD
WILLOW CREEK DR
R036581
MOUNTAIN RIDGE DR
R379595
R379596


CR 177
VALLEY VIEW DR
CREEK MEADOW CV
CR 175
VALLEY VIEW CIR
R338810
R031542
R407804
R407805
R031552
R475133
R031544
R031543
R497495
R031531
R475132
CR 179
R506005
R507775
R031533
R031574
R507776
BARLEY RD
R507777
R031570
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R507778
R031571
R031572
R031534
ACACIA DR
PASEO
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AGENDA ITEM # 19

Executive Summary

September 19, 2013

Agenda Subject: Consider amendments to Ordinance # 13-061-00, to allow Travis County to conduct the election for Travis County voters

Background: On September 5, 2013 the City Council approved the ordinance calling for a special election to fill Place 4, unexpired term for November 5, 2013. At that time, we believed that Williamson County would be conducting the election for both Williamson and Travis County voters. As it turned out, they are unable to do this and after many phone calls with the Secretary of State's office and the Travis County Elections Manager, Travis County agreed to conduct our election for our residents residing in Travis County. We need to amend this ordinance so that it reflects the correct information.

Origination: Debbie Haile TRMC, City Secretary

Recommendation: Staff recommends Council approval of this Ordinance.

Attachments: Amended Ordinance

Prepared by: Debbie Haile TRMC, City Secretary

ORDINANCE 13-061-01

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, ORDERING A SPECIAL ELECTION FOR TUESDAY, NOVEMBER 5, 2013, TO FILL A VACANCY IN PLACE 4 OF THE CITY COUNCIL; PROVIDING FOR THE CONDUCT OF THE ELECTION; AMENDING CONFLICTING ORDINANCES; AND PROVIDING FOR RELATED MATTERS

WHEREAS, a vacancy exists in Place 4 of the City Council of the City of Leander, Texas (the "City") by reason of the current office holder's resignation and announcement of candidacy for another office;

WHEREAS, the *Texas Constitution*, the *Texas Election Code*, and the *City Charter* are applicable to said election, and in order to comply with applicable laws, the vacancy must be filled by special election within 120 days of date of the vacancy;

WHEREAS, Tuesday, November 5, 2013, is a uniform election date that is within 120 days of the date of the vacancy;

WHEREAS, the City of Leander, Texas (hereinafter the "City") has made provision to contract with Williamson County and Travis County to conduct the City's election for their voters, pursuant to *Chapter 31, Texas Elections Code, and Chapter 791, Texas Government Code* (the "Election Agreement" or "contract"), and to hold joint elections with political subdivisions that hold elections on the same day in all or part of the same territory as authorized in *Chapter 271, Texas Elections Code;*

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

Section 1. Special Election Ordered. A special election shall be held on November 5, 2013, to fill the unexpired term of Councilmember, Place 4, of the City Council of the City of Leander, Texas.

Section 2. Candidates' Filing Period. Candidates to fill the unexpired term of Councilmember, Place 4, shall file their applications no later than 5:00 p.m., September 23, 2013. All candidates for said office shall file their application to become candidates with the City Secretary, at City Hall, 200 W. Willis, Leander, Texas 78646. All applications for candidacy shall be on a form as prescribed by the *Texas Elections Code* and the City Charter. The order in which the names of the candidates for each office are to be printed on the ballot shall be determined by a drawing conducted by the City Secretary held at City Hall, at least 72 hours after the City Secretary posts notice of such drawing.

Section 3. Ballots. The ballots used for the general election shall comply with the *Texas Election Code* and be in the form provided by the City to the Williamson County Elections

Administrator and the Travis County Elections Manager for use on the voting devices used by the Williamson County Elections Administrator and the Travis County Elections Manager.

Section 4. Printed Materials. The official ballots, together with such other election materials as are required by the *Texas Elections Code*, as amended, shall be printed in both the English and Spanish languages and shall contain such provisions, markings and language as required by law.

Section 5. Notice of Election. Notice of the election shall be given in the manner as provided in the *Texas Elections Code*. A notice containing a substantial copy of this ordinance shall be posted on the bulletin board used for posting notice of meetings of the governing body at City Hall and at the aforesaid polling place not later than the twenty-first (21st) day before the election, and by publishing said Notice of Election at least one time, not earlier than thirty (30) days nor later than ten (10) days prior to said election, in an English and Spanish newspaper in general circulation in the City. The Williamson County Elections Administrator and the Travis County Elections Manager are authorized and shall give all notices required for the election.

Section 6. Conduct of Election. The Williamson County Elections Administrator and the Travis County Elections Manager and his/her employees and appointees, and the election judges, alternate judges and clerks properly appointed for the election, shall hold and conduct the election for the entire City, ~~including areas of the City located in Travis County,~~ pursuant to the contracts for election services between the City and the Williamson County Elections Administrator and the City and the Travis County Elections Department. The election shall be held and conducted by the Williamson County Elections Administrator and Travis County Elections Manager in compliance with state law and the Election Agreement.

Section 7. Joint Election. The City agrees to conduct a joint election with other political subdivisions within Williamson County and Travis County, as appropriate, provided that such political subdivisions hold an election on November 5, 2013 in all or part of the same territory as the City (the "Political Subdivisions"). The joint election for Political Subdivisions in Williamson County and Travis County will be conducted in accordance with state law, this ordinance, and the Election Agreements.

Section 8 . Election Precincts and Election Day Polling Places. The election precincts for the election shall be the election precincts established by the Williamson County Elections Administrator and the Travis County Elections Manager, provided that each shall contain and include geographic area that is within the City. The polling place for each election precinct shall be the polling place established by the Williamson County and Travis County Election Departments. The polls shall remain open on the day of the election from 7:00 a.m. to 7:00 p.m. The returns will be provided by precinct and the Williamson County Elections Administrator and Travis County Elections Manager shall tabulate and provide the election returns for the election.

Section 9. Early Voting. Early voting, both by personal appearance and by mail, will be conducted by the Williamson County Elections Administrator and the Travis County Elections Manager, who are hereby designated and appointed as the Early Voting Clerks for the general election for City residents residing in Williamson and Travis County in accordance with the *Texas Election Code.*

Early voting shall commence on Monday, October 21, 2013, and continue through Friday, November 1, 2013 and early voting polls shall remain open for the time specified by the *Texas Election Code*. Early voting for City residents residing in Williamson County shall also be held at any time and location authorized by the Williamson County Elections Administrator and early voting for City residents residing in Travis County shall also be held at any time and location authorized by the Travis County Elections Manager.

Section 10. Election Judges and Clerks. The presiding judges, alternate presiding judges and clerks for the election shall be selected and appointed by Williamson County and Travis County in compliance with the requirements of state law, and are hereby designated and appointed election officers for the holding of said election. The presiding judges, alternate presiding judges and clerks shall perform the functions and duties of their respective positions that are provided by state law.

Section 11. City Secretary Assistance. The City Secretary is hereby authorized and instructed to aid the Williamson County Elections Administrators and the Travis County Elections Manager in the acquisition and furnishing of all election supplies and materials necessary to conduct the election. The City Secretary is further authorized to assist with the giving of notices required for the election, and to take such other and further action as is required to conduct the election in compliance with the *Texas Election Code*; provided that, pursuant to the Election Agreement, the Williamson County Elections Administrators and the Travis County Elections Manager shall have the duty and be responsible for organizing and conducting the election in compliance with the *Texas Election Code*; and for providing all services specified to be provided in the Election Agreements.

Section 12. General. The general election shall be held and conducted by the Williamson County Elections Administrators and the Travis County Elections Manager in compliance with the *Texas Election Code* and, to the extent not inconsistent therewith, the *City Charter*, and only resident qualified voters of the City shall be eligible to vote at the election. The Elections Administrators are hereby authorized and instructed to provide and furnish all necessary election supplies to conduct said election. Returns of the election shall be made known as soon as possible after the closing of the polls; and the election returns shall be canvassed by the City Council not earlier than November 13, 2013, nor later than November 18, 2013.

Section 13. Conflicting Ordinances. Ordinance No.13-061-00, calling the special election to fill the Councilmember Place 4 vacancy, is hereby amended to the extent of any conflict with this Ordinance. In the event of a conflict or inconsistency between this Ordinance and Ordinance No. 13-061-00, the terms and provisions of this Ordinance shall govern.

Section 14. **Effective Date; Election Code.** This ordinance shall be in full force and effect from and after its passage on the date shown below; provided that if any term or provision of this Ordinance conflicts with, or is inconsistent with, the *Texas Elections Code*, the *Texas Election Code* shall govern and control and the Williamson County Elections Administrator and the Travis County Elections Manager shall comply with the Texas Elections Code.

Section 15. **Open Meetings.** It is 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 *Chapter 551, Texas Government Code*.

PASSED AND APPROVED this the 19th day of September, 2013.

CITY OF LEANDER, TEXAS

_____
Christopher Fielder, Mayor

ATTEST:

_____
Debbie Haile, City Secretary

AGENDA ITEM # 20

Executive Summary

September 19, 2013

Subject: Consideration for the Establishment of a Veterans Park Committee Sponsored by Mayor Fielder

Background: The Merritt Legacy/Connelly's Crossing development agreement calls for the dedication of a 3.3 acre property behind the Library for a Veterans Park. The park is intended to honor all veterans, deceased and living. A park concept plan and opinion of probable construction costs are included with this report.

The Mayor would like Council support to the establishment of a Veterans Park committee that would raise funds for park development.

Financial Consideration: $800,000 for park construction

Recommendation: Council authorization is recommended to establish a Veterans Park Committee and recruit individuals to serve on the Committee for the intent of fund raising. Recommendations for committee membership will be brought to the Council at a future date for consideration and appointment.

Attachments: Veterans Park Concept Plan and Opinion of Probable Construction Costs

Prepared by: Stephen Bosak, Parks & Recreation Director

BAKER-AICKLEN & ASSOCIATES, INC.

PROJECT: Leander Veterans Park
RE: Opinion of Probable Construction Costs

August 30, 2013

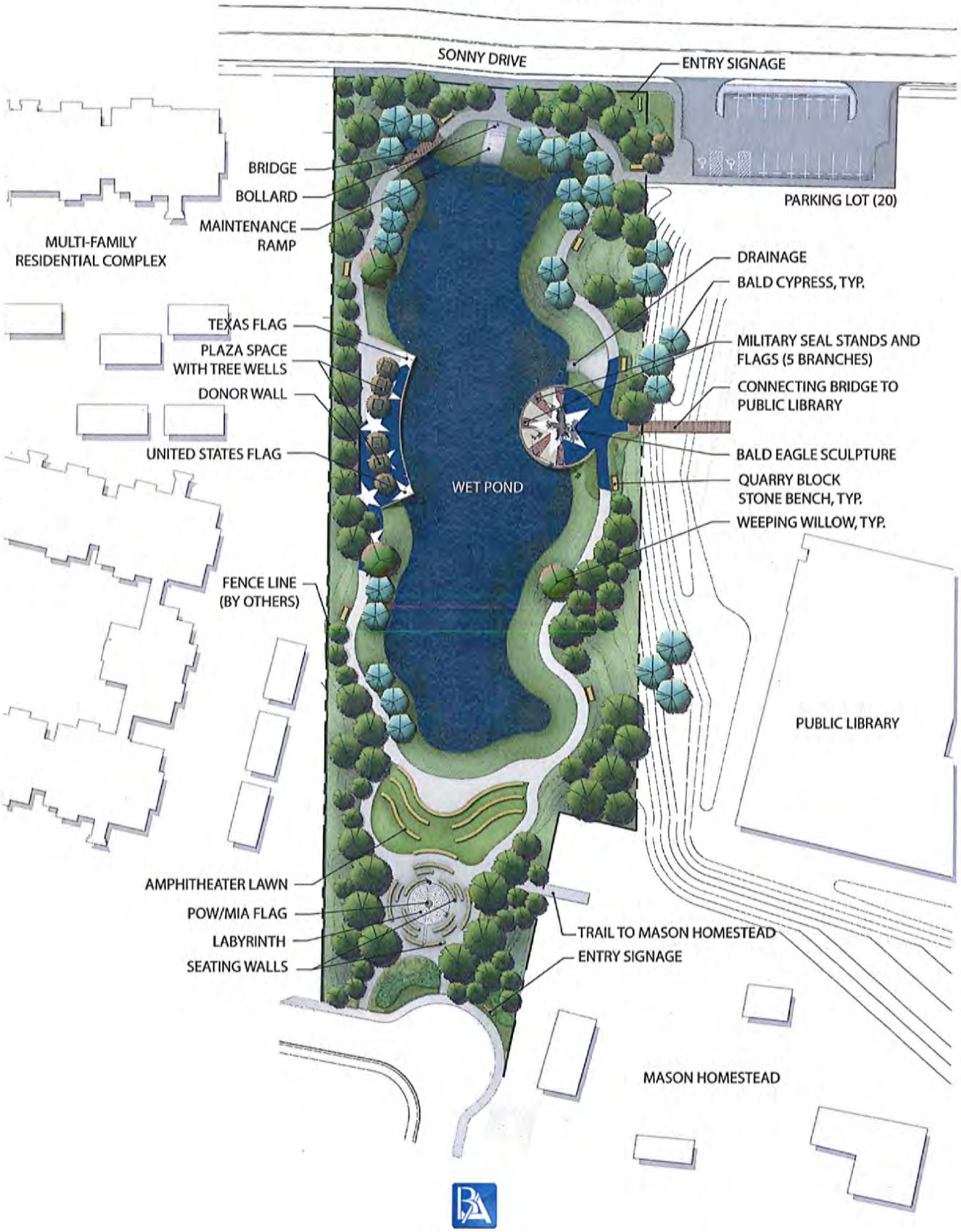
Item Number		Description	Units	Unit Price	Quantity	Total Price
HARDSCAPE - PARK						$319,000.00
1		Standard Concerte (sidewalks, walkways throughout park)	SF	$5.00	17800	$89,000.00
2		Labyrinth Concrete (area)	LS	$5.00	700	$3,500.00
3		Colored Concrete (Sculpture and Donor Wall areas includes star symbols)	SF	$7.00	5900	$41,300.00
4		Pavers (Texas-Shaped - installed in Scupture area)	SF	$6.00	850	$5,100.00
5		Quarry Block 8' bench - includes 13'x4' paver pad	EA	$1,200.00	8	$9,600.00
6		Quarry Block Flag Pole Stand	EA	$500.00	1	$500.00
7		Quarry Block Seating (Amphitheater and Labyrinth)	LF	$50.00	700	$35,000.00
8		Memorial Seal Stands (with bronze seals)	EA	$1,000.00	5	$5,000.00
9		Donor Wall with Cast Stone Donor tiles	LF	$360.00	50	$18,000.00
10		Sculpture Pedestal Stand 10' diameter Cast Stone	LS	$3,000.00	1	$3,000.00
11		Pedestrian Guard Rail (galvanized pipe with stainless steel cables)	LF	$150.00	300	$45,000.00
12		Quarry Stone Signage (5-6' width, 4-5' height) with City of Leander Logo and "Veterans Memorial Park" name	EA	$3,500.00	2	$7,000.00
13		40'l x 8'w - wooden bridge (north end)	LS	$12,000.00	1	$12,000.00
14		75'l x 8'w - wooden bridge Sculpture area)	LS	$21,000.00	1	$21,000.00
15		Flag Poles	EA	$3,000.00	8	$24,000.00
HARDSCAPE - PARKING LOT						$64,950.00
16		Standard Concrete (Surface Parking)	SF	$6.00	8700	$52,200.00
17		Standard Concrete (sidewalk)	SF	$5.00	1650	$8,250.00
18		Concrete Curb	LF	$10.00	250	$2,500.00
19		Wheel Stop/Handicap Signage/Striping	EA	$2,000.00	1	$2,000.00
LANDSCAPE - PARK						$112,350.00
20		Planting Bed A - North Entry	SF	$4.00	3050	$12,200.00
21		Planting Bed B - Sculpture area	SF	$4.00	1700	$6,800.00
22		Planting Bed C - South Entry	SF	$4.00	5250	$21,000.00
23		Trees - Shade	EA	$350.00	90	$31,500.00
24		Trees - Ornamental	EA	$250.00	35	$8,750.00
25		Irrigation Allowance	LS	$32,100.00	1	$32,100.00
MISC.						$99,260.00
26		Misc. Construction Allowance: Unclassified Earthwork; Temp. E/S controls; Reveg., etc.	LS	$99,260.00	1	$99,260.00
					Subtotal Construction Costs	$595,560.00
27		Mobilization	LS	11.0%		65,511.60
28		Insurance & Bond	LS	3.0%		17,866.80
29		Construction Contingency	LS	20.0%		119,112.00
					Subtotal Construction Costs	$202,490.40
TOTAL						$798,050.40

Assumptions/Disclaimers:

1) All Opinion of Probable Construction Costs(OPCC) represent the Consultant and their Sub-Consultant(s) best judgment as professionals familiar with the construction industry and current available unit pricing. Consultant/Sub-Consultant(s) do not guarantee that proposals, bids or actual Project Construction Costs will not vary from this opinion. Quantities are estimates only and the actual amount of work and/or materials are contingent upon final existing conditions survey and design of these improvements.
2) Unit pricing is based on average cost statewide and does not account for any site specific determinates that would effect costs of construction (i.e.- structural foundations/footing per local soil conditions, etc.)
3) Professional Design (PS&E), Bid and Construction Observation services are not included in this OPCC. Regulatory Review, Permitting and Fees are not included in this OPCC.
4) Horizontal utility adjustments/relocations/extensions/services for storm sewer, domestic water, sanitary sewer, gas, electric and communication utility lines are not included in this OPCC.
5) Projection of future construction costs should include a 10% annual increase at a minimum.

VETERANS PARK - LEANDER, TX

CITY OF LEANDER PARKS AND RECREATION DEPARTMENT



SCALE - 1"=30'-0"
AUGUST 30, 2013

VETERANS
PARK

THEY FOUGHT TOGETHER AS BROTHERS
IN-ARMS. THEY DIED TOGETHER AND
VETERANS
PARK