AGENDA
REGULAR CITY COUNCIL
CITY OF LEANDER, TEXAS

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

Thursday ~ November 7, 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:

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

5. Proclamation designating November 2013 as "Combat Veterans Motorcycle Association" month in the City of Leander
   Sponsored by Council Member Cantwell

CONSENT AGENDA: ACTION

6. Approval of the minutes: October 17, 2013
   October 24, 2013

7. Planning and Zoning Commission Progress Report for October 2012 to October 2013

8. Consider the Quarterly Investment Report

PUBLIC HEARING: ACTION

9. **a. Public Hearing** on Comprehensive Plan Amendment Case #13-CPA-001: A Comprehensive Plan Amendment requesting a change to the Roadway Plan for the proposed relocation of Collector Road C8 generally located between RM 2243 and East Woodview Drive, to the east of 183A Toll, Leander, Williamson County, Texas

   b. Action on Comprehensive Plan Amendment Case #13-CPA-001: a Comprehensive Plan Amendment to the Roadway Plan, Leander, Williamson County, Texas

REGULAR AGENDA

10. Consider an Ordinance renaming CR 273 and CR 179, Leander, Williamson County, Texas

11. Consider a Development Agreement for water line construction between the City of Leander and Lookout Development Group, LP for the construction of a water line to serve future annexation properties

12. Consider a contract with Michael Watkins Architect, LLC to prepare an update to the City's adopted SmartCode and Transect Map for the TOD

13. Consider Award of Right-of-Way Mowing Contract

14. Consider Supplemental Contract No.4 to Contract for Engineering Services for BCRUA Regional Water System Improvements

15. Consider Second Addendum to Development Agreement for Nameless Valley Ranch

16. Consider and Ordinance amending Section 1.08.005 (4) and 108.006 of Article 1.08, Chapter 1, City of Leander Code of Ordinances regarding disposal of surplus, salvage and junk property requirements

17. Council Members Closing Statements

18. Adjournment

CERTIFICATION

This meeting will be conducted pursuant to the Texas Government Code Section 551.001 et seq. At any time during the meeting the Council reserves the right to adjourn into executive session on any of the above posted agenda items in accordance with the sections 551.071 [litigation and certain consultation with attorney], 551.072 [acquisition of interest in real property], 551.073 [contract for gift to city], 551.074 [certain personnel deliberations] or 551.076 [deployment/ implementation of security personnel or devices]. The City of Leander is committed to compliance with the American with Disabilities Act. Reasonable modifications and equal access to communications will be provided upon request. **Please call the City Secretary at 512/ 528-2743 for information**. Hearing impaired or speech disabled persons equipped with telecommunications devices for the deaf may call 512/ 528-2800. I certify that the above agenda for this Meeting of the City Council of the City of Leander, Texas, was posted on the bulletin board at City Hall, in Leander, Texas, on the 1st day of November, 2013 by 5:00 pm pursuant to Chapter 551 of the Texas Government Code.

Debbie Haile

Debbie Haile TRMC, City Secretary

PROCLAMATION

WHEREAS, on September 6, 2012, the Leander City Council voted unanimously to designate every other month to support a Local Charity benefiting the citizens of Leander; and

WHEREAS, the City Council encourages all residents of Leander to support Local Charities with donations of their goods, money and time; and

WHEREAS, the City of Leander benefits from the services provided by a variety of local charities; and

WHEREAS, when residents support local charities it helps build a sense of community;

NOW, THEREFORE; the City of Leander does hereby proclaim November 2013 as:

"COMBAT VETERANS MOTORCYCLE ASSOCIATION" MONTH

WHEREAS, CVMA is a non-profit organization whose mission is to support and defend those who have defended our country and our freedoms and whose motto is "Vets Helping Vets; and

WHEREAS, CVMA has members is all 50 states and abroad and many members continue to served in the Armed Forces, with several serving in combat areas now; and

WHEREAS, CVMA participates in many motorcycle-related charity events each year and donates to various veteran care facilities and veteran charities; and

WHEREAS, CVMA partners with numerous organizations to provide assistance to the over 500 homeless veterans in Austin, which has the largest number of homeless Vets in the U.S.; and

WHEREAS, CVMA will take any task if it is to Help or Honor a Veteran and is in their reach.

Signed this 7th day of November, 2013.

Attest:

Christopher Fielder, Mayor

Debbie Haile, City Secretary

MINUTES
REGULAR CITY COUNCIL
CITY OF LEANDER, TEXAS

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Place 3 – Simon Garcia **Place 6 – David Siebold**
City Manager – Kent Cagle

1. Open meeting, Invocation, Pledges of Allegiance
   Mayor Fielder opened the meeting at 7:00 p.m. and welcomed those in attendance
   Council Member Lynch delivered the invocation

2. Roll Call
   All present

3. Staff Comments: Greg Minton, Chief of Police, recognition of officer receiving MADD Award
   Chief Minton recognized Officers John Carnley and Jinger Fuller for receiving recognition Awards from Mothers Against Drunk Drivers

   Chief Gardner told council about the Fall Festival to be held at the Leander Fire Dept.

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

5. Proclamation in honor of Hill Country Community Ministries 30th Anniversary
   Council Member Cantwell read the proclamation and presented it to Sherry McDonald with Hill Country Community Ministries

6. Proclamation designating October 2013 as "Combat Veterans Motorcycle Association" month in the City of Leander.
   Sponsored by Council Member Cantwell
   This item is tabled until Nov. 7, 2013

   Mayor Fielder moved to item # 17 at this time

CONSENT AGENDA: ACTION

7. Approval of the minutes: October 3, 2013
   Motion made by Council Member Cantwell to approve. Second by Council Member Garcia. Motion passes, all voting "aye"

PUBLIC HEARING: NO ACTION

8. Public Hearing on 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 open meetings and other related matters.
Tom Yantis, Director of Development Services explained

Matt Mueller 520 Hidden Mesa – spoke against
Kelly Fowler 310 Hidden Mesa – spoke against
Theresa Burger 300 CR 290 – spoke against
Gregg Burger 300 CR 290 – spoke against
Bob Ferguson 318 CR 290 – spoke against
Ronald Smith 550 CR 290 – spoke against
John Gossberg – 120 Hidden Mesa – spoke against
Claudia Gossberg – 120 Hidden Mesa – spoke against
Michael Zwelke – 221 Mesa Oaks – spoke against

PUBLIC HEARING: ACTION

9. **a. Public Hearing** on Subdivision Case #13-CP-003: a Concept Plan for Connelly's Crossing Subdivision, for 56.80 acres, more or less, generally located to the west of the intersection of Bagdad Road and Sonny Drive, Leander, Williamson County, Texas
Applicant: Keith Parkan on behalf of Oryx Holdings, LLC
Tom Yantis, Director of Development Services explained

b. Action on Subdivision Case # 13-CP-003: a Concept Plan for Connelly's Crossing Subdivision, Leander, Williamson County, Texas
Motion made by Mayor Pro Tem Dishongh to approve. Second by Council Member Cantwell. Motion passes, all voting "aye"

10. **a. Public Hearing** on Subdivision Case #13-CP-005: a Concept Plan for Crystal Springs Subdivision, for 186.09 acres, more or less, generally located to the south west of the intersection of Grand Lake Parkway and Crystal Falls Parkway, Leander, Williamson County, Texas
Applicant: Steve Crauford, P.E. on behalf of CS Lander 1, LTD, CWHS 272, LTD, David and Mary Brown, BLD Crystal Springs LLC, and Richard and Linda Davis
Tom Yantis, Director of Development Services explained

b. Action on Subdivision Case # 13-CP-005: a Concept Plan for Crystal Springs Subdivision, Leander, Williamson County, Texas
Motion made by Council Member Cantwell to approve. Second by Mayor Pro Tem Dishongh. Motion passes, all voting "aye"

11. **a. Public Hearing** on Subdivision Case #13-CP-006: a Concept Plan for Catalina Ranch Subdivision, for 30.32 acres, more or less, generally located approximately 1700 feet to the west of the intersection of Ronald W. Reagan Blvd. & CR 179 on the north side of CR 179, Leander, Williamson County, Texas
Applicant: John D. Hines on behalf of Catalina Ranch, LLC c/o Joe Straub
Tom Yantis, Director of Development Services explained

b. Action on Subdivision Case # 13-CP-006: a Concept Plan for Catalina Ranch Subdivision, Leander, Williamson County, Texas
Motion made by Council Member Navarrette to approve. Second by Council Member Garcia. Motion passes, all voting "aye"

REGULAR AGENDA

12. Consider a Resolution approving a change in Atmos Energy Corporation, Mid-Tex Division's rates as a result of settlement between Atmos and the Atmos Texas Municipalities (ATM) under the Rate Review Mechanism
Kent Cagle, City Manager explained

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

13. Discuss and Consider Comprehensive Plan Implementation Priorities
Tom Yantis, Director of Development Services explained

Motion made by Council Member Siebold to approve based on the recommendation from P&Z. Second by Council Member Cantwell. Motion passes, all voting "aye"

14. Consider action on a Development Agreement between the City of Leander and Shops at Crystal Falls, LLC for a 4.98 acre, more or less, tract, generally located to the southeast of the intersection of N. Lakeline Blvd and Crystal Falls Pkwy, City of Leander, Williamson County, Texas.
Tom Yantis, Director of Development Services explained

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

15. Consider Award of Construction Contract for the Crystal Falls Parkway Pavement Rehab 2013 Project
Pat Womack, Director of Public Works explained

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

16. Consider appointments/reappointments to the Planning & Zoning Commission
Motion made by Council Member Lynch to reappoint Michelle Stephenson to Place 1, Ron Abruzzese to Place 3 and Richard Allen to Place 5. Second by Council Member Navarrette. Motion passes, all voting "aye"

17. Consider Appointment of a Director to the Williamson County and Cities Health District
Bill Gardner, Fire Chief explained

Motion made by Mayor Fielder to appoint Dr. Luis Egelsee as the Director to the Williamson County and Cities Health District. Second by Council Member Navarrette. Motion passes, all voting "aye"

Mayor Fielder moved back to item # 7 at this time

18. Consider appointment of a City Disaster Preparedness Committee
Bill Gardner, Fire Chief explained

Motion made by Council Member Cantwell to appoint members as suggested by Chief Gardner. Second by Council Member Siebold. Motion passes, all voting "aye"

EXECUTIVE SESSION

19. Convene into executive session pursuant to Section 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct and pursuant to Section 551.072, Texas Government Code to deliberate and consult with legal counsel regarding the acquisition of real property for the BCRUA deep water intake project.

    Council convened into executive session at 8:07 p.m.
    Council reconvened into open session at 8:12p.m.

20. 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.

    Motion made by Mayor Pro Tem Dishongh to authorize the BCRUA to offer the appraised value for the acquisition of the Site 4 property as discussed in executive session. Second by Council Member Cantwell. Motion passes, all voting "aye"

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

22. Adjournment
    With there being no further business, the meeting adjourned at 8:15 p.m.

Attest:

Jason Dishongh, Mayor Pro Tem

Debbie Haile, TRMC, City Secretary

MINUTES
SPECIAL CITY COUNCIL
CITY OF LEANDER, TEXAS

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

Thursday ~ October 24, 2013 at 6:00 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
   Mayor Pro Tem Dishongh opened the meeting at 6:13 p.m. and welcomed those in attendance

2. Roll Call
   Mayor Fielder and Council Member Cantwell absent. All others present

3. Proclamation recognizing "Municipal Court Week"
   Council Member Navarrette read the Proclamation and Council presented it to Barbara Shannon, Leander Court Administrator

PUBLIC HEARING

4. Second Public Hearing on 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 open meetings and other related matters.
   Tom Yantis, Director of Development Services explained

   Ron Smith 550 CR 290 – spoke against
   Mark Casey 120 Mesa Ridge – spoke against
   Matt Mueller 520 Hidden Mesa – spoke against
   Lisa Mueller 520 Hidden Mesa – spoke against
   Sean Brown 322 Mesa Oaks – spoke against
   Gregg Burger 300 CR 290 – spoke against
   Theresa Burger 300 CR 290 – spoke against
   Paul Fawver 310 Hidden Mesa – spoke against
   John Gozberk 120 Hidden Mesa – spoke against

CONSENT AGENDA

5. Consider FY2014 Public-Safety Answering Point (PSAP-911) Interlocal Agreement between the City of Leander and the Capital Area Emergency Communication District (CAECD)
   Police Chief Minton explained

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

REGULAR AGENDA

6. Consider nomination to the Williamson Central Appraisal District Board of Directors
   Kent Cagle, City Manager explained

   Motion made by Council Member Siebold to nominate Cecilia Crowley to the WCAD Board of Directors. Second by Council Member Garcia. Motion passes, all voting "aye"

7. Adjournment
   With there being no further business, the meeting adjourned at 6:48 p.m.

Attest:

Jason Dishongh, Mayor Pro Tem

Debbie Haile, TRMC, City Secretary

EXECUTIVE SUMMARY

NOVEMBER 7, 2013

Agenda Subject:	Planning & Zoning Commission Progress Report for October 2012 to October 2013.
Background:	The Planning & Zoning Commission Progress Report is required to be submitted to the City Council on an annual basis.
Origination:	City of Leander Planning and Zoning Commission
Financial Consideration:	None
Recommendation:	The Planning & Zoning Commission recommended approval of the Progress Report with the addition of the joint work session between P & Z Commission and City Council to discuss discrepancies between actions taken on zoning cases.
Attachments:	1. Annual Progress Report
Prepared By:	Tom Yantis, AICP Director of Development Services 10/28/2013

PLANNING & ZONING COMMISSION ANNUAL PROGRESS REPORT

OCTOBER 2012 – OCTOBER 2013

GENERAL INFORMATION

The Planning and Zoning Commission is assigned the duties and powers by Section 14.108, number 10 of the Leander City Code to *"Submit each September a progress report to the City Council summarizing its activities, major accomplishments for the past year and a proposed work program for the coming year. The report shall contain for the year the attendance record of all members and the identity of commission officers."*

SPECIAL PROJECTS / TRAINING

- Staff conducted a work session to discuss proposed amendments to the SFL (Single-Family Limited) use component.
- The Planning & Zoning Commission participated in a joint work session with City Council to discuss the proposed amendments to the SFL (Single-Family Limited) use component. Topics of discussion included the lot widths, garage locations, alley requirements, setbacks, and neighborhood aesthetics.
- Staff conducted a work session to discuss amendments to the Composite Zoning Ordinance including masonry wall requirements between non-residential and residential properties and classification of land uses.
- The Commission participated in a joint work session with City Council to discuss the Transit Oriented Development (TOD) District and the Comprehensive Plan implementation priorities.
- Staff conducted a work session to establish a priority list of Comprehensive Plan Action Items.
- One Planning & Zoning Commissioner attended the annual American Planning Association Conference.

ORDINANCE AMENDMENTS

- Composite Zoning Ordinance:
  1. An amendment to the SFL (Single-Family Limited) use component was approved.
  2. An amendment was approved to the ordinance to include masonry wall requirements between non-residential and residential properties.
  3. An amendment was approved classifying land uses including car title loans shop/business, hooka lounge, pawn shop, payday lending business, and tattoo and/or body piercing parlor.

REVIEW ACTIVITY - OCTOBER 2012 TO OCTOBER 2013

The Planning and Zoning Commission reviewed the following:

Concept Plans:	4
Preliminary Plats:	4
Final Plats:	13
Short Form Plats:	5
Zoning Cases:	21
TOD Zoning Cases:	2
Special Use Permits:	2
Ordinance Amendments:	3

CASES WHERE CITY COUNCIL ACTION DIFFERED FROM P&Z

1. 12-Z-020 Northside Meadow Rezoning
   - Zoning Request:
     From SFU-2-B, LC-2-B, and GC-3-C
     To SFL-2-B, SFC-2-B, and SFU-2-B
   - P&Z unanimously recommended approval of the request.
   - City Council recommended approval of SFU-2-B and SFC-2-B and not the requested SFL-2-B. City Council approved larger lots for this subdivision. Proposed changes to the Composite Zoning Ordinance associated with the SFL use component were under review at the time of this application.

2. 12-Z-026 SWC RM 2243 & Ronald Reagan Blvd Rezoning
   - Zoning Request:
     From Interim SFR-1-B
     To SFS-2-B and GC-3-C
   - P&Z unanimously recommended approval of request with the modification that the SFS-2-B portion was increased to 100' wide.
   - City Council recommended approval of rezoning the front corner of the lot in a 400 foot square to GC-3-B, the back 100 feet to serve as a buffer to SFS-2-B and the area remaining in the middle to GC-2-B. City Council limited the area where gas stations could be located and limited the building size on the project.

3. 13-Z-002 Harbison Auto Sales (CR 271 & 183A) Rezoning
   - Zoning Request:
     From GC-3-A
     To GC-4-C
   - P&Z unanimously recommended approval of GC-4-B
   - City Council denied the request. The Type 4 site component would allow for unlimited outdoor display, increased outdoor storage, and outdoor entertainment uses.

4. 13-Z-013 Pecan Creek Rezoning
   - Zoning Request:
     From SFC-2-A and Interim SFR-1-B
     To SFC-2-B and SFU-2-B
   - P&Z recommended approval of the request.
   - City Council approved SFC-2-A and SFU-2-A, changing the architectural component to A from B in the recommendation from P&Z

The Planning & Zoning Commission and City Council held a joint workshop where these discrepancies were discussed.

PROPOSED WORK PROGRAM

1. Continue to review development projects in an expeditious manner.
2. Participate in training sessions to further knowledge of City development regulations and best practices in municipal planning.
3. Provide review and feedback to staff on the Comprehensive Plan implementation priorities work plan for fiscal year 20013-14.
4. Provide review and feedback for the SmartCode update.

ATTENDANCE RECORD

Total absences from October 2012 – October 2013 were as follows:

Michelle Stephenson, Place 1:	5	
Chris Tovar, Place 2:	2	
Joel Wixon, Place 2:	1	(term began June 13, 2013)
Ronald Abruzzese, Place 3:	1	
Sid Sokol, Place 4:	2	
Richard Allen, Place 5:	6	
Betty Saenz, Place 6:	5	
Jeff Seiler, Place 7:	2	

Total meetings for the year – 23

5. Citizen Communications - Three (3) minutes of time is allowed, per speaker **Jennifer Pavlicek about limiting rental homes in a neighborhood.**

6. P & Z Commission Progress Report for Oct. 2012 to Oct. 2013
   A. Review and discuss Report
   B. Make any changes or deletions if necessary.
   C. Take action

   Motion made by Commissioner Seiler to approve the Progress Report with the addition of the joint work session between P & Z Commission and City Council to discuss discrepancies between actions taken on zoning cases seconded by Commissioner Allen. Motion passed unanimously.

7. Election of Chairman
   A. Nomination for position of Chairman
   B. Discussion of nominees
   C. Election of Chairman

   Motion made by Commissioner Seiler to elect Chairman Abruzzese for Chairman, seconded by Commissioner Stephenson. Motion passed unanimously.

8. Election of Vice Chairman
   A. Nomination for position of Vice Chairman
   B. Discussion of nominees
   C. Election of Vice Chairman

   Motion made by Commissioner Stephenson to elect Commissioner Saenz for Vice Chairman, seconded by Commissioner Allen.
   Motion made by Vice Chairman Saenz to elect Commissioner Seiler for Vice Chairman, seconded by Commissioner Sokol. Motion passed 4 to 1 with Commissioner Stephenson voting for Vice Chairman Saenz.

9. Election of Secretary
   A. Nomination for position of Secretary
   B. Discussion of nominees
   C. Election of Secretary

   Motion made by Commissioner Seiler to elect Ellen Pizalate for Secretary, seconded by Commissioner Stephenson. Motion passed unanimously.

Public Hearing

10. Subdivision Case 13-PP-005: Hold a public hearing and consider action on the Hawkes Landing Preliminary Plat, for 93.24 acres more or less; WCAD Parcel R031634; generally located approximately 3,500 feet to the west of the intersection of North Bagdad Road and Old 2243 West on the north side of Old 2243 West; Leander, Williamson County Texas. Applicant/Agent: Hence Distel (Hanrahan Pritchard Engineering) on behalf of BLG Hawkes, LLC.

    a) Staff Presentation

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

    b) Applicant Presentation

Executive Summary

November 7, 2013

Council Agenda Subject: Receive Quarterly Investment Report for the period ending 9/30/13.

Background: State law requires that the governing body be presented with a quarterly report outlining the City's investments. The period covered in this report is July through September 2013. The quarterly average interest rates in TexPool for the quarter continued to drop, down from 0.0771% in June to 0.0454% in September. As of 9/30/13, our earnings credit rate at our depository bank (Bank of America) remained at 0.25%. At the end of September, we do not have any investments in U.S. Agencies, but we do have several CD's including a $245,000 1-year CD with Texas Capital Bank that was renewed in October at 0.25%, a $1,000,000 1-year CD with Unity National Bank through the CDARS program at 0.40% that matures in December, a $4,500,000 CD at 0.65% with East West Bank that matures in November, and a $250,000 1-yr CD with BBVA Compass at 0.26%. At 9/30/13, the Fed funds target rate remained within the zero to 0.25% range, and quarterly averages for the 3-month T-bill decreased from the previous quarter (which ended June 2013) to 0.03%, and the 6-month T-bill average dropped to 0.06% (down from 0.05% and 0.09%, respectively.) This report also reflects a restatement of investments by removing the CTRMA escrow account. The MOA between the City and CTRMA stipulates that any interest earnings accrue to the benefit of the CTRMA. The City continues to have access to the principal amount.

Origination: Robert G. Powers, Finance Director

Financial Consideration: n.a.

Recommendation: n.a.

Attachments: Quarterly Investment Report

Prepared by: Robert G. Powers, Finance Director

Quarterly Investment Report
City of Leander
Period Ending
9/30/13

Investment / Source of Funds	Account Name	Invest. Type**	Fund	Fund Type*	G/L Acct #	Settlement Date	Coupon Rate	Qtr Yield Rate	Maturity/ Call Date	Paid Principal/ Current Balance	Market Value	Interest Oct-Sep
Cash In Bank												
Bank of America	Operating	I 5	Consolidated	F1	99-00-1110			0.2500%		$ 4,083,492.80	$ 4,083,492.80	$ 14,906.07
Chase	Operating	I 5	Consolidated	F1	99-00-1110			0.1500%		$ 4,020,252.65	$ 4,020,252.65	$ 6,043.84
		Subtotal Cash in Bank								$ 8,103,745.45	$ 8,103,745.45	$ 20,949.91
Investment Sweep												
Bank of America	Operating	I 4	Consolidated	F1	99-00-1110			n.a.		$ -	$ -	$ -
		Subtotal Investment Sweep								$ -	$ -	$ -
U.S. Agencies & Instrumentalities												
		Subtotal Agencies								$ -	$ -	$ -
Certificates of Deposit												
Unity National Bank/CDARS	Operating	I 3	Consolidated	F1	99-00-1000	12/27/12		0.4000%	12/27/2013	$ 1,004,250.00	$ 1,004,250.00	$ 4,250.00
BBVA Compass	Operating	I 3	Consolidated	F1	99-00-1000	3/6/13		0.2600%	03/06/2014	$ 250,379.17	$ 250,379.17	$ 379.17
Texas Capital Bank	Operating	I 3	Consolidated	F1	99-00-1000	10/20/12		0.2500%	10/20/2013	$ 245,612.50	$ 245,612.50	$ 612.48
East West Bank	Operating	I 3	Consolidated	F1	99-00-1000	11/14/12		0.6500%	11/13/2013	$ 4,526,812.50	$ 4,526,812.50	$ 26,812.50
		Subtotal Certificates of Deposit								$ 6,027,054.17	$ 6,027,054.17	$ 32,054.15
Investment Pools												
TexPool	General Fund I&S	I 4	Debt Service	F6	80-00-1510			0.0454%		$ 251,810.23	$ 251,810.23	$ 1,553.48
TexPool	Consolidated Operating	I 4	Consolidated	F1	99-00-1520			0.0454%		$ 5,991,794.91	$ 5,991,794.91	$ 5,542.37
TexPool	Utility Customer Deposit	I 4	Utility Fund	F3	99-00-1521			0.0454%		$ 5,931.48	$ 5,931.48	$ 203.68
TexPool	Utility I&S	I 4	UF Debt Service	F6	85-00-1501			0.0454%		$ 151,699.14	$ 151,699.14	$ 143.81
TexPool	$21M Series 2007	I 4	Capital Projects	F2	52-00-1124			0.0454%		$ -	$ -	$ 36.48
TexPool	$9.2M Series 2007	I 4	Capital Projects	F2	28-00-1531			0.0454%		$ -	$ -	$ 776.48
TexPool	TIRZ No. 1	I 4	Capital Projects	F1	79-00-1541			0.0454%		$ 8,760.15	$ 8,760.15	$ 121.46
TexPool	BCRUA Contract	I 4	Capital Projects	F1	20-00-1500			0.0454%		$ 10,594.26	$ 10,594.26	$ 9.96
TexPool	$3M Tax Notes Series 2012	I 4	Capital Projects	F1	27-00-1531			0.0454%		$ 810,085.17	$ 810,085.17	$ 2,700.29
		Subtotal TexPool								$ 7,230,675.34	$ 7,230,675.34	$ 11,038.01
TexStar	BCRUA Reserve	I 4	Consolidated	F5	20-00-1525			0.0450%		$ 3,093.47	$ 3,093.47	$ 63.55
TexStar	6M Series 2010	I 4	Capital Projects	F2	53-00-1127			0.0450%		$ 2,340,302.86	$ 2,340,302.86	$ 4,092.15
TexStar	Capital Asset Fund	I 4	Capital Projects	F2	14-00-1505			0.0450%		$ 565,047.04	$ 565,047.04	$ 47.04
		Subtotal TexStar								$ 2,908,443.37	$ 2,908,443.37	$ 4,202.74
TexasDAILY	Consolidated Operating	I 4	Consolidated	F6	99-00-1522			0.0500%		$ 1,046,140.81	$ 1,046,140.81	$ 921.78
		Subtotal TexasTERM								$ 1,046,140.81	$ 1,046,140.81	$ 921.78
					Total All Funds					$ 25,316,059.14	$ 25,316,059.14	$ 69,216.59

Quarterly Investment Report
City of Leander
Period Ending
9/30/13

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

**Investment Types:			
Code	Description:	% Authorized	Current %
I 1	U.S. Treasuries (Notes,Bills, Bonds)	100%	0%
I 2	U.S. Agencies & Instrumentalities	100%	0%
I 3	Certificates of Deposit	100%	24%
I 4	Eligible Investment Pools	100%	44%
I 5	Demand Account	100%	32%
I 6	Investment Sweep	100%	0%
		Total	100%

Book Value:		As of 9/30/13	As of 6/30/13	Change
U.S. Treasuries (Notes,Bills, Bonds)	I 1	0.00	0.00	0.00
U.S. Agencies & Instrumentalities	I 2	0.00	0.00	0.00
Certificates of Deposit	I 3	6,027,054.17	5,768,209.38	258,844.79
Eligible Investment Pools	I 4	11,185,259.52	16,617,156.37	(5,431,896.85)
Demand Account	I 5	8,103,745.45	12,515,734.83	(4,411,989.38)
Investment Sweep	I 6	0.00	0.00	0.00
	Total Book Value	25,316,059.14	34,901,100.58	(9,585,041.44)

Market Value:		As of 9/30/13	As of 6/30/13	Change
U.S. Treasuries (Notes,Bills, Bonds)	I 1	0.00	0.00	0.00
U.S. Agencies & Instrumentalities	I 2	0.00	0.00	0.00
Certificates of Deposit	I 3	6,027,054.17	5,768,209.38	258,844.79
Eligible Investment Pools	I 4	11,185,259.52	16,617,156.37	(5,431,896.85)
Demand Account	I 5	8,103,745.45	12,515,734.83	(4,411,989.38)
Investment Sweep	I 6	0.00	0.00	0.00
	Total Market Value	25,316,059.14	34,901,100.58	(9,585,041.44)
	Gain/(Loss)	0.00	0.00	

Certification:

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

Robert G. Powers 10/30/13

Investment Officer: Date

Robert G. Powers, Finance Director

Executive Summary

November 07, 2013

Agenda Subject:	Comprehensive Plan Amendment Case 13-CPA-001: Hold a public hearing and consider action on a comprehensive plan amendment requesting a change to the Roadway Plan. The applicant is proposing the relocation of Collector Road C8 generally located between RM 2243 and East Woodview Drive, to the east of 183A Toll, Leander, Williamson County, Texas.
Background:	A Comprehensive Plan Amendment is required for the applicant to request a change to the Roadway Plan. This request is the second step in the rezoning process.
Origination:	Applicant: Brian Birdwell on behalf of NK Land Development, LLC.
Financial Consideration:	None
Recommendation:	Please see the planning analysis for additional information. The Planning & Zoning Commission unanimously recommended approval of staff's recommendation to relocate collector road C8 to align with the existing CR 271/Raider Way and extend north to RM 2243 at the October 24, 0213 Meeting.
Attachments:	1. Planning Analysis 2. Letter of Intent 3. Current Roadway Plan 4. Proposed Roadway Plan 5. Ordinance 6. Minutes - Planning & Zoning Commission October 24, 2013
Prepared By:	Tom Yantis, AICP Development Services Director 10/28/2013

PLANNING ANALYSIS

COMPREHENSIVE PLAN AMENDMENT
CASE 13-CPA-001

ROADWAY PLAN AMENDMENT

GENERAL INFORMATION

Origination: Applicant: Brian Birdwell on behalf of NK Land Development, LLC.

Proposal: The applicant is proposing the relocation of Collector Road "C8" generally located between RM 2243 and East Woodview Drive, to the east of 183A Toll

Staff Contact: Robin M. Griffin, AICP
Senior Planner

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.
- Provide for the coordinated and diverse growth and physical expansion of the City of Leander.

ANALYSIS:

The Roadway Plan was originally adopted by City Council in 2003 and the latest revision was completed in 2012. The intent of the Roadway Plan is to plan for the future road network for the City of Leander.

As an element of the Comprehensive Plan, the Roadway Plan may be amended following the process stipulated in the City Charter which states in part:

> *The council may by ordinance, adopted by not less than five votes after a public hearing, amend the comprehensive plan. Amendments to the comprehensive plan may be initiated by the council, the planning commission, or the city manager; provided that all amendments shall be reviewed, considered and recommended for adoption in the same manner as for the original adoption of the comprehensive plan.*

Currently, the Roadway Plan includes a roadway identified as Collector Road C8 that provides a north/south connection between RM 2243 and E. Crystal Falls Parkway. At the time of development, property owners whose property includes or abuts the road are required to

participate in its construction. The Roadway Adequacy Ordinance requires that the property owner dedicate necessary right-of-way and construct the required improvements during the time of development when a Roadway Plan road is located adjacent or through their property. The applicant is requesting to relocate the C8 roadway in order to develop a gated community with private streets.

The applicant's request is to remove C8 from their project. The applicant's request does not include a proposed new location for the C8 roadway. There are currently no other collector level roadways either constructed or planned that provide a connection from RM 2243 and E. Crystal Falls Parkway between US 183A and Ronald Reagan Blvd.

STAFF RECOMMENDATION:

Staff believes it is important to preserve a route for a collector level roadway from RM 2243 to E. Crystal Falls Parkway between US 183A and Ronald Reagan Blvd. Staff supports the applicant's request to move C8 from its current alignment on the Roadway Plan, however staff believes the most logical realignment for C8 is along a route that continues due north of existing CR 271 (now Raider Way). This alignment would impact the applicant's proposed project by requiring dedication of right-of-way and construction or contribution toward construction of the C8 collector road along the western and southern boundaries of their property which the applicant does not support.

The realignment of C8 would extend CR 271/Raider Way north from its existing intersection with E. Woodview Drive and then follow the property boundary between the applicant's property and the property to their west. As the new alignment of C8 approaches RM 2243 it would curve to the east to provide a 90 degree intersection with RM 2243 and to avoid the Davis Cemetery property. The point where C8 would intersect with RM 2243 is in a location along RM 2243 that provides adequate site distances and avoids significant curves.

Staff recommends amending the Roadway Plan element of the Comprehensive Plan to relocate collector road C8 to align with the existing CR 271/Raider Way and extend north to RM 2243 as described above and as shown on the attached exhibit.

ATTACHMENT 2

VISION 360

September 11, 2013

Mr. Tom Yantis
Director of Development Services
City of Leander
Post Office Box 319
Leander, Texas 78646

Re: NK Land Development, LLC
Development Agreement

Dear Mr. Yantis,

Please accept this letter, with the attached Comprehensive Plan Amendment Application, as our formal request to pursue a change to the City's Comp Plan. We are requesting that the roadway plan be amended to relocate the proposed Collector Road C8 off of our proposed development.

The proposed development is intended to be a gated community and therefore the collector road, if constructed through the development, would not serve the intended purpose of being a regional connector.

We look forward to working with the City on this project. If you have any questions or need additional information at this time, please do not hesitate to contact me.

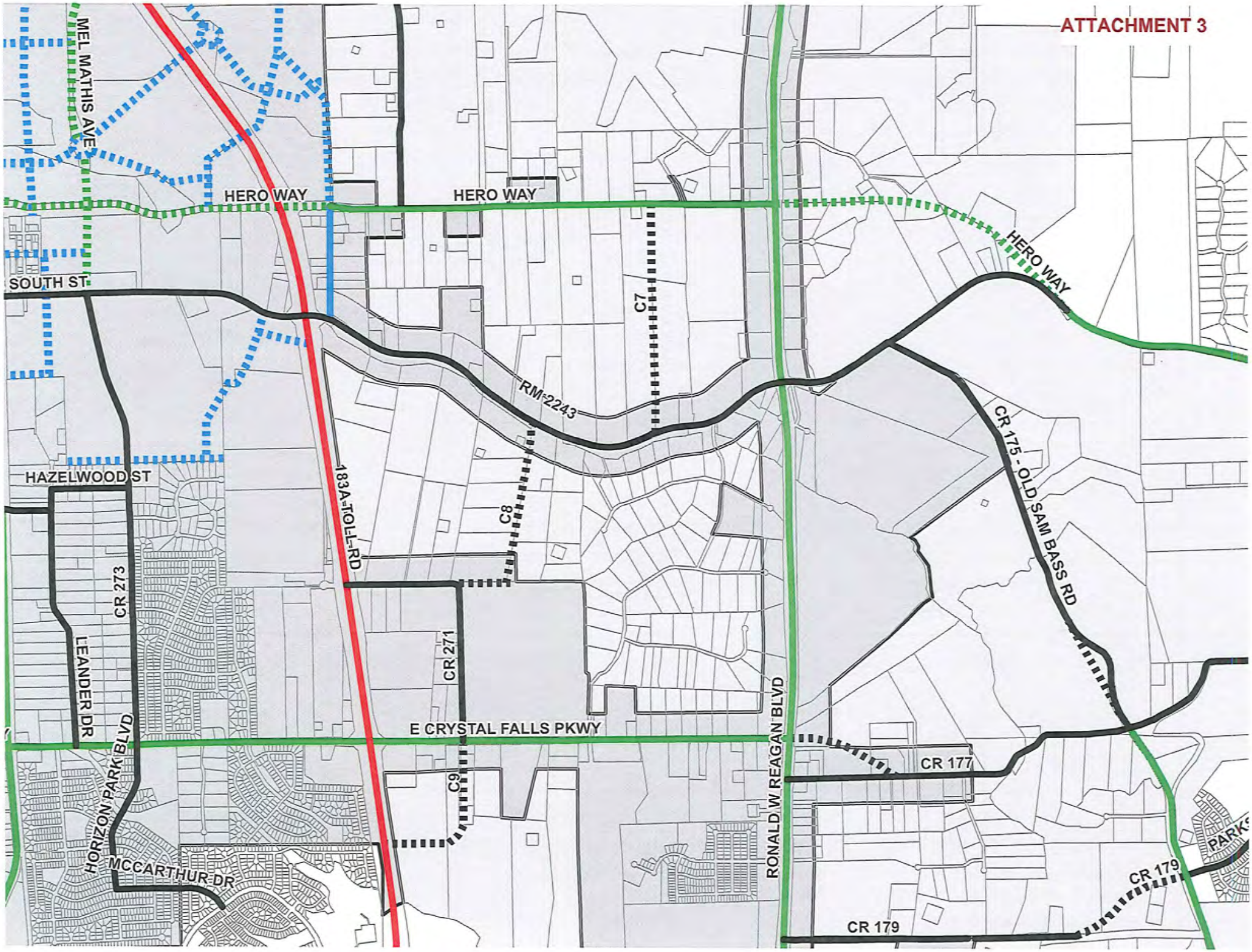
Sincerely,

Brian Birdwell
Authorized Agent

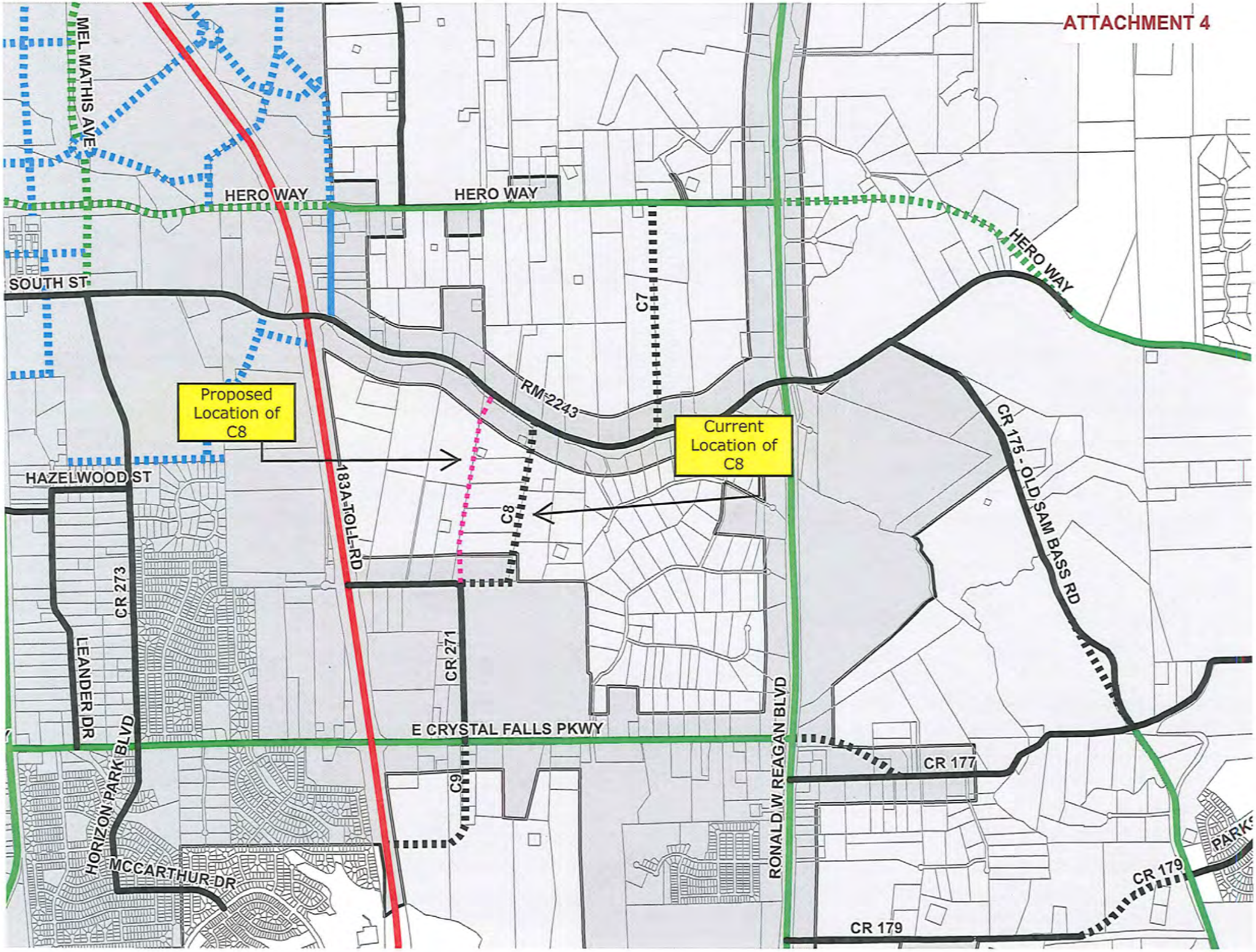
Phone (512) 394-6022
Fax (512) 394-6023

12809 Wooded Lake Ct
Austin, TX 78732-2391

ATTACHMENT 3



ATTACHMENT 4



Replacing Ordinance 12-019-00

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, ADOPTING A ROADWAY PLAN OF THE CITY OF LEANDER; REPEALING THE PREVIOUS ROADWAY PLAN; PROVIDING AN OPEN MEETINGS CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, it is necessary and reasonable for the City of Leander, Texas, a Texas home-rule municipality, (herein the "City") to adopt a Roadway Plan for the City to facilitate the adequate provision of transportation, to lessen congestion in the streets, secure its citizens and visitors from fire, panic and other dangers, and promote the general health and welfare;

WHEREAS, the City in anticipation of growth and expansion desires to plan for the orderly and efficient growth of the City;

WHEREAS, after review, inquiry and the opportunity for citizen participation at public hearings and an opportunity for the Planning and Zoning Commission to review and provide a recommendation on the proposed Roadway Plan, the City Council has found the adoption of the Roadway Plan hereinafter set forth and listed in this Ordinance is reasonable and necessary for the public health, safety, morals and welfare.

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. **Roadway Plan Adopted.** The City Council hereby adopts the Roadway Plan of the City of Leander (the "Plan") that is spread upon the minutes of this meeting. The Plan shall be kept in the office of the City Secretary and shall be available for public inspection during normal office hours.

Section 3. **Amendment of Conflicting Ordinances.** The City of Leander Roadway Plan previously adopted by Ordinance No. 12-019-00 is hereby repealed and replaced by the Roadway Plan adopted herein. The City of Leander Comprehensive Plan, all ordinances and parts of ordinances, and all resolutions and parts of resolutions in conflict with this Ordinance are amended to the extent of such conflict. In the event of a conflict or inconsistency between this Ordinance and any other code, ordinance, or plan of the City, the terms and provisions of this Ordinance shall govern.

Section 4. **Savings Clause.** All rights and remedies of the City of Leander are expressly saved as to any and all violations of the provisions of any ordinances affecting the Comprehensive Plan within the City which have accrued at the time of the effective date of this Ordinance; and, as

to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

Section 5. **Effective Date**. This Ordinance shall be in force and effect from and after its passage on the date shown below.

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 the 7th day of November 2013.

THE CITY OF LEANDER, TEXAS

Jason Dishongh, Mayor Pro Tem

ATTEST:

Debbie Haile, City Secretary

f) Consider Action

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

14. Comprehensive Plan Amendment Case 13-CPA-001: Hold a public hearing and consider action on a comprehensive plan amendment requesting a change to the Roadway Plan. The applicant is proposing the relocation of Collector Road C8 generally located between RM 2243 and East Woodview Drive, to the west of 183A Toll, Leander, Williamson County, Texas. Applicant: Brian Birdwell on behalf of NK Land Development, LLC.

a) Staff Presentation

Robin Griffin, Planner, stated that staff reviewed the request and staff recommends amending the Roadway Plan to relocate collector road C8 to align with the existing CR271/Raider Way and extend north to RM 2243.

b) Applicant Presentation

Brian Birdwell was present for questions.

c) Open Public Hearing

Chairman Abruzzese opened the public hearing.

d) Close Public Hearing

Chairman Abruzzese closed the public hearing.

e) Discussion

Discussion took place.
Ron Madden answered P & Z Commissioners questions.

f) Consider Action

Commissioner Stephenson moved to approve with staff recommendation to amend the Roadway Plan to relocate collector road C8 to align with the existing CR271/Raider Way and extend north to RM 2243, Commissioner Seiler seconded the motion. Motion passed unanimously.

15. Meeting Adjourned at 8:28.

_____
Chair, Abruzzese

ATTEST: _____
Ellen Pizalate, P & Z Secretary

Executive Summary

November 7, 2013

Agenda Subject: Consider action to approve an ordinance renaming CR 273 and CR 179 as shown in Attachment #1; Leander, Williamson County Texas.

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 will provide for continuation of street names and rename County roads that have been annexed.

Residents along the sections of roads proposed to be renamed were notified of the proposed name change and of the date and time of this meeting.

Origination: Development Services Department

Financial Consideration: The cost of replacing street signs will come from the Public Works Department budget.

Recommendation: Staff recommends approval of the proposed name changes.

Attachments:
1. Exhibit
2. Ordinance

Prepared By: Tom Yantis, AICP
Director of Development Services 10/23/2013

ORDINANCE _____

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, RENAMING A PORTION OF CR 179 TO JOURNEY PARKWAY; AND RENAMING A PORTION OF CR 273 TO HORIZON PARK BLVD. AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the City of Leander, Texas, is a Texas home rule municipality, (herein the "City") with portions of CR 179, and CR 273 running through the City; and

WHEREAS, street name designations provide for easier identification for City staff, citizens, and emergency services providers;

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. **Name Changes.** (1) The portion of CR 273 from RM 2243 to E. Crystal Falls Pkwy. is hereby renamed Horizon Park Blvd. (2) CR 179 from Ronald W. Reagan Blvd. to CR 175 is hereby renamed to Journey. These roadway name changes are more particularly shown and described in Exhibit "Attachment 1", attached hereto and incorporated herein for all purposes. In the event of a discrepancy between roadway name change descriptions, Exhibit "Attachment 1" shall control. The City Manager is hereby directed to take such actions as are reasonably necessary to ensure signs are posted reflecting the new name, to ensure emergency response personnel are notified, to modify the official maps of the City to reflect the name change and to ensure that all departments of the City requiring changes in addressing are duly notified and provided the necessary information to effectuate the change.

Section 3. **Effective Date.** This Ordinance shall be in force and effect from and after its passage on the date shown below.

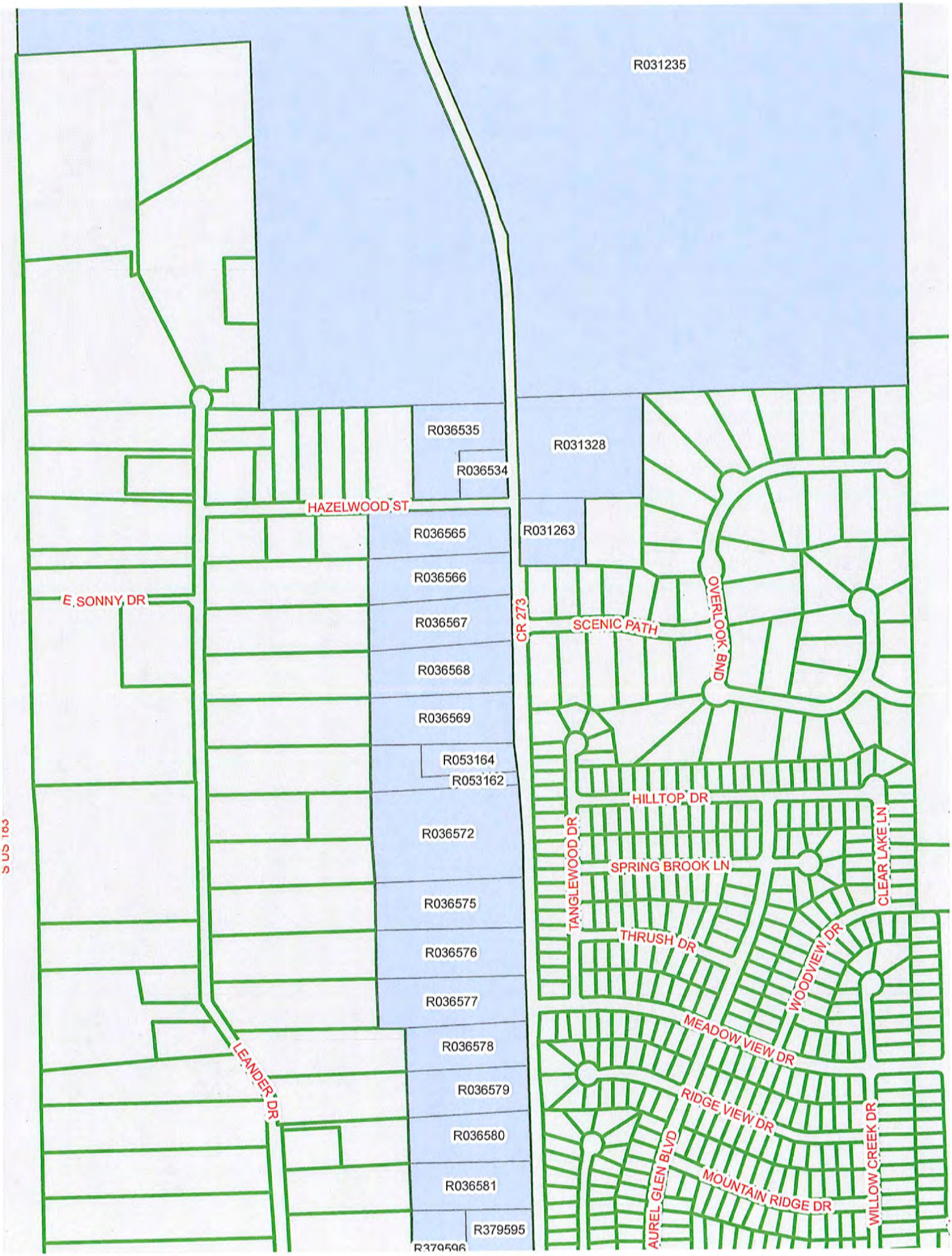
PASSED AND APPROVED this the 7th day of November, 2013.

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

_____ _____

Debbie Haile, City Secretary Jason Dishongh, Mayor Pro Tem

CR 177
VALLEY VIEW DR
CREEK MEADOW CV
CR 175
VALLEY VIEW CIR
R031542
R338810
R407804
R407805
R031552
R475133
R031544
R031543
R475132
R497495
R031531
CR 179
R506005
R507775
R031533
R031574
R507776
BARLEY RD
R507777
R031570
R031575
R507778
R031571
R031572
R031534
ACACIA DR
PASEO
DE
RANCHEROS


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
R036576
WOODVIEW DR
R036577
MEADOW VIEW DR
R036578
LEANDER DR
R036579
RIDGE VIEW DR
R036580
AUREL GLEN BLVD
WILLOW CREEK DR
R036581
MOUNTAIN RIDGE DR
R379595
R379596

RECEIVED 11/17/2008 00:45

October 31, 2013

City of Leander
c/o Ellen Pizalate
Planning Department
P.O. Box 319
Leander, TX 78646

Re: Renaming CR 179

Dear Ms. Pizalate:

Thank you very much for your Kindness.

I would like to submit a suggestion for renaming CR 179. The intersection of Parmer Lane and CR 179 has been known as Barleson Corner for many years. It seems appropriate to use a name many people in the City, the County, and the community are familiar with. Barleson Corner Drive or Barleson Corner Road is easy to remember, it locates the area and should fit in with the primary goal to decrease emergency responder's responce time.

Thank you for presenting this to the Council.

Sincerely,

Mary F. Roberts

Mary F. Barleson Roberts
701 C.R. 179
Leander, TX 78641

C 301-801-2220
H 301-253-4531

Box 59
Damascus, Md 20872

Executive Summary

November 7, 2013

Agenda Subject:	Consideration and action on a development agreement for water line construction between the City of Leander and Lookout Development Group, LP for the construction of a water line to serve future annexation properties.
Background:	The City is currently negotiating with three property owners for the voluntary annexation of a portion of their property along the southern extension of CR 290. As a part of that negotiation, Lookout Development Group has agreed to construct a water line, service taps and fire hydrants to serve the three properties and to pay impact fees to provide one LUE of service to each property. The attached agreement provides the terms for Lookout Development to construct the water line and pay the impact fees.
Origination:	City Staff
Financial Consideration:	None.
Recommendation:	Staff recommends approval of the development agreement.
Attachments:	1. Development Agreement and Exhibits
Prepared By:	Tom Yantis, AICP Development Services Director 10/30/2013

DEVELOPMENT AGREEMENT
FOR WATER LINE CONSTRUCTION

This Development Agreement for Water Line Construction (this "Agreement") is made and entered into, effective as of the ____ day of _____, 2013, by and between the **City of Leander, Texas**, a Texas municipal corporation (the "City"), and **Lookout Development Group, LP, a Texas limited partnership** (the "Developer"). The City and the Developer are sometimes referred to herein as the "Parties." The Parties agree as follows.

Purposes, Term and Consideration

1.01. The City is negotiating agreements with property owners regarding the annexation of the parcels described in Exhibit A (the "Annexation Properties"), in which the City agrees to extend a water line to provide water service to said properties (the "Annexation Agreement"). The Developer and City have agreed that Developer will construct the water line, which is more particularly described in Section 2.01 and will pay the impact fees for the Annexation Properties, as provided in this Agreement. The Developer will benefit from this Agreement and the Annexation Agreements by virtue of the access to County Road 290.

1.02. The benefits to the Parties set forth in Section 1.01 above, plus the mutual promises expressed herein, are good and valuable consideration for this Agreement, the sufficiency of which is hereby acknowledged by both Parties.

1.03. The term of this Agreement shall be two (2) years from the effective date hereof and upon the expiration of this Agreement any and all rights to any credits pursuant to this Agreement shall expire; provided that this Agreement will terminate and expire earlier upon completion and acceptance of the Project and payment of the water impact fees as provided herein.

1.04. The parties further agree that the effective date of this Agreement shall be the date this Agreement is approved by the City Council of the City, provided both parties execute and deliver this Agreement after such approval (the "Effective Date").

The Project

2.01. The project consists of the design, construction, and installation of a twelve inch (12") water line, service taps and fire hydrants along the route approved by the City and generally shown in Exhibit B attached hereto and incorporated herein for all purposes (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 Annexation Properties,

and to comply with all applicable state and local rules, regulations and standards and good design and engineering practices.

2.02. The Developer shall, at Developer's sole cost and expense, design, construct, install, and obtain City acceptance of the Project in accordance with the terms and conditions of this Agreement. The Project shall be completed within ninety days of the Effective Date of this Agreement or Project plan approval by the City, whichever is later; provided that the Developer shall submit plans for the Project that comply with applicable local, state, and federal regulations to the City within 30 days of the Effective Date.

2.03. The Developer shall submit to the City a letter of credit guaranteeing the construction and completion of the Project, that complies with Section 28(d)(3), Chapter 10, Exhibit A, of the City's Code of Ordinances (the "LOC"). The Developer may satisfy the requirements of this section 2.03 with an amendment to an existing letter of credit for the Subdivision that is in a form acceptable to the City Attorney. The LOC shall be provided within ten (10) days of the Effective Date. If the Developer fails to provide the LOC within the timeframe required by this Agreement, the City may withhold development-related approvals for Grand Mesa/Crystal Falls, Section 7, until the default is cured.

2.04. Upon completion and acceptance of the Project, the City shall own, operate, and maintain the Project. The Developer shall execute such documents required to convey the Project to the City. The Developer shall further provide the City with a copy of as-built plans from the Project in a form acceptable to the City and grant the City a utility easement in a form substantially similar to that set forth in Exhibit C attached hereto and incorporated herein for all purposes, prior to or at the time the Developer seeks City acceptance of the Project.

Impact Fees – Annexation Properties

3.01. The Developer shall pay to the City a water impact fee in the amount of $3,880.00 (the "Impact Fee") for each of the Annexed Properties when each owner of an Annexed Property applies for utility service with the City from time to time; provided that the Developer shall pay the Impact Fee for each of the Annexed Properties within six months of the Effective Date even if the property owner has not applied for utility service from the City. The total amount in water impact fees to be paid is $11,640.00. The City shall accept the payment of the Impact Fee in satisfaction of the water impact fee required for each Annexation Property to connect to the City's water system. If an Annexation Agreement is not entered for one or more of the Annexation Properties by December 31, 2013, the City shall pay back to the Developer the Impact Fee for each of the Annexation Properties for which an Annexation Agreement is not entered.

Additional Agreements and Performance

4.01. The City hereby agrees:

(a) to coordinate with the Developer 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) during the course of the Project, 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;
(c) after completion and final acceptance by the City of the Project, to accept the Project as part of the City's water utility system; and
(d) after Developer completes construction and obtains City acceptance of the Project, the City will approve connections to the water system and provide water service to the Annexed Properties on the same terms and conditions as then provided within other areas of the City and in accordance with any agreements applicable to the Annexed Properties;

4.02. Developer hereby agrees:

(a) to cause and obtain the design, construction and final acceptance of the completed Project, as required by this Agreement; and
(b) to timely perform and complete each task, duty and responsibility of Developer set forth in this Agreement.

Default

5.01. 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 (30) 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. In addition, if Developer is in default, the City may withhold approval and acceptance of subdivision infrastructure for Grand Mesa/Crystal Falls, Section 7 until the default is cured. 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.

5.02. 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.

5.03. 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.

5.04. 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.

Force Majeure

6.01. 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.

6.02. 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.

6.03. 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.

Notices

7.01. 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:

Lookout Development Group, L.P.
2370 Rice Blvd., Suite 200
Houston, Texas 77005
Attn: Mr. William R. Hinckley
713.524.2807 (facsimile)

With copy to:

The Lookout Group, Inc.
1001 Crystal Falls Pkwy
Leander, Texas 78741
Attn: Mike Siefert
512.260.9043 (facsimile)

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

Miscellaneous

8.01. This Agreement, together with any exhibits attached hereto, constitutes the entire agreement between parties hereto, and may not be amended except by a writing signed by all parties and dated subsequent to the date hereof.

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

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

8.04. 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.

8.05. 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.

8.06. 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.

8.07. 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 Owner.

EXECUTED in multiple originals effective as of the date first written above.

City of Leander, Texas

Date:_____

By: _____
Christopher Fielder, Mayor

LOOKOUT DEVELOPMENT GROUP, L.P., a Texas limited partnership

By: The Lookout Group, Inc., a Texas corporation, its General Partner

Date:_____

By: _____
William R. Hinckley, President

EXHIBIT A

Annexation Properties

Parcel 1 - Lot 5, Block A, Reale Subdivision, TCAD Parcel ID 770825

Parcel 2 - A 10 acre parcel out of the SS Evans Survey No. 501 also known as TCAD Parcel ID 765121 and more particularly described in a General Warranty Deed recorded in document 2011053313 in the official public records of Travis County, Texas.

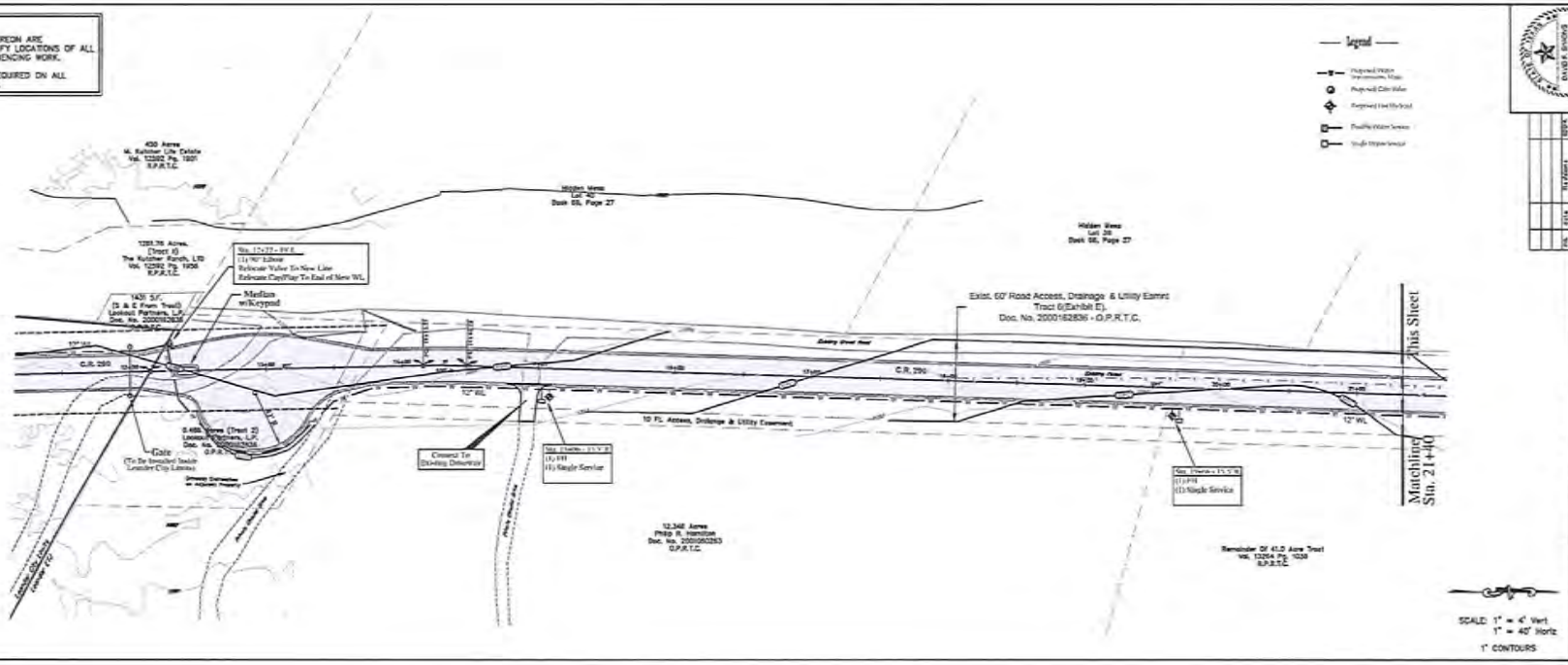
Parcel 3 - A 12.346 acre parcel out of the SS Evans Survey No. 501 also known as TCAD Parcel ID 467239 and more particularly described in a Warranty Deed recorded in document 2001060263 in the official public records of Travis County, Texas.

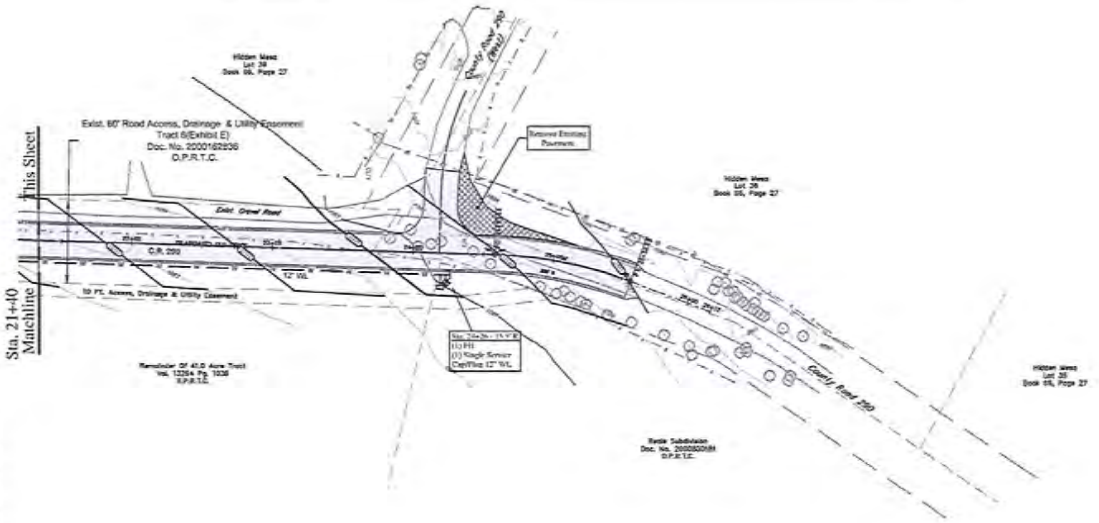
EXHIBIT B

The Project

NOTES:

1. EXISTING UTILITY LOCATIONS SHOWN HEREON ARE APPROXIMATE. CONTRACTOR IS TO VERIFY LOCATIONS OF ALL EXISTING UTILITY LINES PRIOR TO COMMENCING WORK.
2. EROSION CONTROL MATTING WILL BE REQUIRED ON ALL DISTURBED SLOPES STEEPER THAN 3:1.





GRAND MESA - SEC. 7

ESTIMATED QUANTITIES - WATER - CR 290	
12" PVC (C-900)	1,265 L.F.
12" GATE VALVES w/BOX	1 (Exist. Relocated)
12" 90° ELBOW	1
12" CAP/PLUG	1 (Exist-Relocated)
FIRE HYDRANTS w/Lead	3
PM MARKERS	3
SINGLE SERVICE METER	3
DOUBLE SERVICE METER	6

GRAND MESA @ CRYSTAL FALLS - SEC. 7A
KIP HOVEVEIDT

C.R. 290 - Waterline Plan

THE LOOKOUT GROUP, INC.

SCALE: AS NOTED DWN: JD DESIGN: SM DATE: AUG 2003
PRJ. NO. AS NOTED JOB NO. 137-019-19

Sheet No. 1 of 1

Jay Engineering Company Inc.
P.O. Box 1223
Lewisville, Texas 75067
Tel 972-436-1233 Fax 972-436-9515
TEXAS REGISTERED ENGINEERING FIRM F-4160

No.	Date	Revision
1	11/12/2003	

EXHIBIT C

UTILITY EASEMENT

DATE: _____, 20__

GRANTOR: _____

GRANTOR'S MAILING ADDRESS (including County): _____

_____

GRANTEE: **City of Leander, Texas**

GRANTEE'S MAILING ADDRESS (including County): P.O. Box 319, Leander, Williamson County, TX 78646-0319

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

Executive Summary

November 7, 2013

Agenda Subject: Consider action to approve a contract with Michael Watkins Architect, LLC to prepare an update to the City's adopted SmartCode and Transect Map for the TOD.

Background: The City Council authorized funding for an update to the City's SmartCode and Transect Map for the TOD as a part of the fiscal year 2013/14 budget. The SmartCode was first adopted in 2005 and since then, numerous updates have been incorporated into the latest versions of the code. This consulting contract will result in the integration of those updates into the City's adopted SmartCode as well as an update to the Transect Map to better reflect land use patterns in light of completed infrastructure projects including 183A.

Staff distributed a request for quotes from consulting firms and received three responses. After reviewing the responses and interviewing the selected firm, staff felt that the team including Sandy Sorlien and Michael Watkins represented the best fit for the City's project. Their combined experience with the SmartCode and with day-to-day implementation of form-based codes stood out among the responses.

The proposed contract calls for meetings with stakeholders to discuss desired improvements to the code and map, meetings with the P&Z and Council to provide updates and receive feedback and training sessions for property owners, developers and their consultants, elected and appointed officials and city staff.

The timeline is dependent upon feedback received during the meetings. The initial site visit by the consultants will be scheduled in January 2014.

Origination: Development Services Department

Financial Consideration: The proposed fee for the consulting contract is a maximum of $46,500. The adopted budget included $20,000 in the Urban Design department toward this project. The additional amount will be funded from costs savings or fund balance.

Recommendation: Staff recommends approval of the proposed contract.

Attachments: 1. Contract

Prepared By: Tom Yantis, AICP
Director of Development Services 10/29/2013

PLANNING SERVICES AGREEMENT

This Agreement is made as of the ____ day of November, 2013 between The City of Leander, Texas ("Client") and MICHAEL WATKINS ARCHITECT, LLC ("Planner"); collectively referred to herein sometimes as the "parties".

RECITALS

A. Client desires to retain Planner to update their current SmartCode and Transect Map on the terms set forth below.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

I. SERVICES

A. Services to be Provided by the Planner

A.1 The Planner will provide the Deliverables using the Timeline and Methodolgy described in the attached Appendix A: Timeline, Methodology and Deliverables.

A.2 Sandy Sorlien will be the primary Client contact. Michael Watkins of MICHAEL WATKINS ARCHITECT, LLC is also committed to the project.

B. Client Responsibilities

B.1 The Client will forward to the Planner all information relevant to the task at hand including but not limited to: the current Leander SmartCode, the unedited SmartCode of the same version as the Leander SmartCode, and, the Transect Map for the 2300-acre TOD area. This information shall be delivered as digital files in their native program and as .pdf files. The Client represents that, to the best of its knowledge, the information provided will be complete and accurate. The Client acknowledges that the Planner will rely on this information in performing its tasks pursuant to this Agreement, and that unless specifically contracted to do so, the Planner has no obligation to check the information for accuracy. The Planner shall not be responsible for inaccuracies in the Deliverables resulting from, or corrections to materials that must be made because of, inaccurate Project Information provided by the Client.

B.2 The Client will arrange all meetings (provide the venue, invite participants, etc.).

B.3 The Client shall endeavor to avoid scheduling difficulties by providing the Planner with reasonable notice of anticipated meetings and deadlines.

B.4 The Client, or a representative with authority to make decisions on the Client's behalf, shall be available in person throughout each Workshop. In the event that the Client or such a representative is not available, the Planner may make decisions on the Client's behalf necessary to allow the Planner to meet the agreed schedule. Changes resulting from such a decision made by the Planner in the Client's absence will be considered Additional Services.

C. Compensation for Services provided by the Planner

C.1 For Basic Services, the Client shall pay the Planner the Fee of $39,500 (in U.S. dollars), plus Reimbursable Expenses up to a maximum of $7,000.00.

C.2 The Fee shall be paid as follows:

- $10,000 as a non-refundable retainer, due upon signing of the Agreement. Upon receipt of

this retainer and a signed copy of this Agreement, dates for the two site visits will be confirmed. Once agreed upon, should the Client request that the dates for either site visit change, 50% of the retainer shall be forfeited and another retainer required to reschedule the workshop, unless Client's request to reschedule is due to reasons beyond Client's control. Furthermore, should either workshop be postponed for more than 90 days, the Planner reserves the right to renegotiate or cancel this Agreement.

- $10,000 upon completion of Workshop I.
- $10,000 upon completion of Workshop II.
- $9,500 upon completion of the Deliverables.

C.3 In the event that the Client notifies the Planner to terminate work for reasons other than failure to perform as agreed herein, or, force majeure, before the completion of any of the above referenced phases, the Planner shall be entitled to the full payment due at the end of the phase in which termination occurs plus 10% of the amounts payable in the remaining phases plus all outstanding reimbursable expenses.

C.4 Reimbursable expenses include transportation, accommodations, meals, long-distance communications, postage, delivery, reproductions, models, charrette supplies and equipment (including rental and/or use of a printer during the site visits, if necessary) and other costs incurred by the Planner in its services to the Client. Reimbursable expenses billed to the Planner by a third party will be invoiced at 1.1 times the amount of the invoice.

C.5 The Reimbursable Expenses shall be paid as follows:

- As incurred through the completion of Workshop I.
- As incurred through the completion of Workshop II.
- As incurred through the completion of the Deliverables.

However, in no case shall Reimbursable Expenses exceed $7,000.00.

C.6 Fees and Reimbursable Expenses shall be due as specified. Amounts unpaid 30 days after the invoice date shall bear interest at 1.25% compounded monthly.

II. TERMS AND CONDITIONS

A. Use of the Planner's Deliverables shall be solely for matters relating to the Project.

The Planner shall be deemed the author of the Deliverables. With the exception of photography by Sandy Sorlien, all common law, statutory, and other reserved rights including copyright, shall be shared by the Client and the Planner. Sandy Sorlien shall be the sole owner of the copyright of her photography work under this Agreement. The original Deliverables shall remain in the possession of the Planner. The Deliverables given to the Client will be high-quality copies or reproductions. These Deliverables shall not be used by the Client or others except by agreement in writing and with agreed upon compensation to the Planner. Use of the Deliverables as referenced in the RFQ is not to be construed as publication in derogation of the Planner's reserved rights. Notwithstanding the foregoing, Planner acknowledges the Client must comply with requests for information regarding this Agreement received regarding the Texas Public Information Act.

B. Delay or Prevention of Provision of Services not the fault of the Planner or Client.

In the event that execution of the Services and/or Deliverables is delayed or prevented due to an unforeseen event(s), Planner and Client shall not be held liable for the consequences. Such

events include but are not limited to: a natural disaster in the vicinity of the site, any one of Planner's or Client's offices, the offices of any one of Planner's or Client's consultants or in an area through which any member of the team may be travelling in order to provide Services; the injury or death of Planner or Client personnel or their consultants or a family member of either, strikes, wars, civil disturbances, terrorist activities or threats thereof, or travel restrictions related to public health.

C. Termination by the Planner or Client

C.1 Termination by the Client for Failure to Perform.

In the event that the Client finds the Planner to be in default under the terms of this Agreement, the Client shall notify the Planner of the default and its intent to terminate the Agreement. The Planner shall have seven days, or longer if mutually agreed upon, from receipt of the notice to rectify the default. In the event the default is not rectified to the satisfaction of the Client, this Agreement will terminate and the Client shall not be required to pay the Planner for that phase of the work or any future phase. All work done more than seven days prior to the receipt of the notice of termination is deemed acceptable and payment is due as specified in this Agreement. This paragraph shall not constitute a waiver of any right, at law or equity, which the Client may have if the Planner is in default, including the right to bring legal action for damages or to force specific performance of this Agreement.

C.2 Termination by the Client for other than Cause or Force Majeure.

In the event that the Client notifies the Planner to terminate work for reasons other than failure to perform as agreed herein, or, force majeure, before the completion of any of the above referenced phases, the Planner shall be entitled to the full payment due at the end of the phase in which termination occurs plus 10% of the amounts payable in the remaining phases plus all outstanding reimbursable expenses.

C.3 Termination by the Planner for Failure to Perform.

If the Client fails to make payment when due for services and reimbursable expenses as previously specified herein, the Planner may, upon seven days written notice, terminate the Agreement. Unless payment in full is received by the Planner within seven days of the date of receipt of the notice, the termination shall be final without further notice. In the event of such termination, the Planner shall have no liability for delay or damage caused by such termination.

C.4 In the event of termination by either party, the Client shall forfeit all rights to receive the Deliverables and shall not use the Deliverables.

D. Conformance to Design

D.1 The Planner shall not provide the services of a supervising architect and thus shall not have control over, or charge of, or responsibility for, construction means, methods, techniques, sequences, procedures, schedules, safety precautions and programs, in connection with the Project. These responsibilities are typically that of the building architects, engineers, other consultants, or contractors under their contracts with the Client. The Planner shall not be responsible the failure of others associated with the project to carry out the work in accordance with the contract documents. The Planner shall not be liable for the acts or omissions of the building architects, engineers, consultants, contractors, subcontractors, or their agents or employees, or of any other persons performing services for the Client.

D.2 The Planner shall have no responsibility for the discovery, presence, handling, removal, disposal of, or exposure of persons to, hazardous and/or toxic materials at the Project site including but not limited to: radon, asbestos, polychlorinated biphenyl (PCB) or other toxic substances.

E. Publication

E.1 The Planner shall have the right to include representations of the Deliverables, including photographs, among promotional and professional materials. These materials shall not include the Client's confidential or proprietary information if the Client has previously advised the Planner in writing of the specific information considered confidential or proprietary.

E.2 The Client shall provide professional credit to the Planner in promotional materials for the Deliverables, including specific credit for photographs (individually or on a credit page with reference page numbers) to Sandy Sorlien, unless waived by the photographer for specific uses.

E.3 If the Client publishes or causes to be published photographs or other representations of the Deliverables, the Client agrees to require publishers to include reference to the Planner. The Client and the Planner will develop a mutually agreed upon credit format for submission to publication.

F. Arbitration and Litigation

F.1 In the event any dispute arises between the Client and the Planner in connection with the Agreement or services provided pursuant to the Agreement, the Client and the Planner agree to submit the dispute to binding arbitration before the American Arbitration Association in Texas, with each party to bear their own costs.

F.2 In the event of litigation between the Client and the Planner arising under, related to, or in connection with the Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs from the non-prevailing party.

I. Miscellaneous Provisions

I.1 Should any dispute arise under this Agreement that culminates in litigation, the venue of that suit shall be in a court of competent jurisdiction sitting in Williamson County, Texas. The court shall apply the laws of the State of Texas in construing and interpreting the terms of this Agreement.

I.2 The duties, responsibilities, and limitations of authority of the Planner discussed in the Agreement shall not be restricted, modified, or extended without written agreement of the Client and the Planner.

I.3 The Client and the Planner, respectively, bind themselves, their partners, successors, assigns, and legal representatives of the other party to the Agreement and to the partners, successors, assigns, and legal representatives of the Client with respect to all covenants of the Agreement. Neither the Client nor the Planner shall assign the Agreement without the written consent of the other.

I.4 The Agreement represents the entire and integrated agreement between the Client and the Planner and supersedes all prior negotiations, representations, or agreements either written or oral. The Agreement may only be amended in writing, signed by both the Client and the Planner.

I.5 Nothing contained in the Agreement shall create a contractual relationship and/or a third party beneficiary relationship with a third party.

I.6 The proposed language of any certificates or certifications requested of the Planner shall be submitted to the Planner for review and approval at least fourteen days prior to execution. The Client shall not request certifications that would require knowledge or services beyond the scope of the Agreement.

I.7 Title and paragraph headings are for reference and are not a part of the Agreement.

I.8 In the event of conflict between the terms of the Agreement and any terms or conditions contained in any attached documents, the terms of the Agreement shall rule.

1.9 No waiver or breach of any provision of the Agreement shall constitute a waiver of any subsequent breach of the same or any provision hereof, and no waiver shall be effective unless made in writing.

1.10 Should any provision, paragraph, sentence, word or phrase contained in the Agreement be determined to be invalid, illegal or otherwise unenforceable, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with law, or else the same shall be deemed severable. In any event, the remaining terms and provisions of the Agreement shall remain unmodified and in full force and effect.

1.11 Appendix A attached hereto is made a part hereof as if fully set forth herein.

1.12 All legal notices and communications given pursuant to the Agreement shall be in writing and delivered by personal service, or by registered mail to the other party at the address indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personally served; or, if by mail, on the fifth day after being post-marked or the date of the actual receipt, whichever is earlier.

CLIENT:

City of Leander

Attention: Tom Yantis

Director of Development Services

Post Office Box 319

Leander, Texas 78646

PLANNER:

MICHAEL WATKINS ARCHITECT, LLC

Attention: Mike Watkins

330 Firehouse Lane

Gaithersburg, MD 20878

and:

Sandy Sorlien

340 Gates Street

Philadelphia, PA 19128

1.13 This Agreement is valid only if executed by the Client and the Planner within 30 days of the other.

1.14 This Agreement shall not be construed to establish a partnership, joint venture, agency, or joint enterprise, express or implied, nor any employer-employee or borrowed servant relationship by and among the parties hereto. Nor shall this Agreement be construed to create or grant rights, contractual or otherwise, to any other person or entity not a party to this Agreement. Each party shall remain solely responsible for the proper direction of its employees and an employee of one shall not be deemed an employee or borrowed servant of the other for any reason. In all activities or services performed hereunder, the Planner is an independent contractor and not an agent or employee of the Client.

IV. SIGNATURES

ACCEPTED AND AGREED:

Kent Cagle,	Michael Watkins
City Manager	MICHAEL WATKINS ARCHITECT, LLC
City of Leander	
Date	Date

APPENDIX A. TIMELINE, METHODOLOGY & DELIVERABLES

TIMELINE & METHODOLOGY: TWO SITE VISITS

Prior to Site Visit I:		Confirm this work plan and timeline with the City. Review the current Leander SmartCode, Transect Map and Understanding the Leander SmartCode.
SITE VISIT I		
DAY 1	9-10	Introductory meeting with staff (familiarization with available resources, etc.)
	10-12	Site tour
	12-1:30	Working lunch with staff to discuss modifications to the SmartCode and the Transect Map.
	2-5	Stakeholder meeting (feedback on specific issues to address in update)
	6-8	Meeting with City Council and Planning & Zoning Commission (overview of SmartCode, preview of new version, feedback from stakeholders)
DAY 2	9-12	Staff and consultants review prior day feedback and establish direction for code and map updates.
	12-1	Working lunch, review and discuss next steps and training session details for next site visit.
Prior to Site Visit II:		Prepare Draft Smart Code Revisions and Transect Map Revisions.
SITE VISIT II		
DAY 0		Sandy arrives the day before to do photography work.
DAY 1	5:30-7:30	Meet with staff to review materials and discuss Day 2 meetings
DAY 2	8-10	City staff training
	11-1	Stakeholder meeting to review changes to SmartCode and Transect Map
	2-4	Consultant training on preparing applications
	4-6	Precedent photography on location, weather permitting (Sandy Sorlien only)
	6-9	Meeting with City Council and Planning & Zoning to review changes to SmartCode and Transect Map and stakeholder comments
DAY 3	9-12	Meet with staff to review comments from stakeholders and officials and determine necessary edits to SmartCode and Transect Map.
After Site Visit II:		Prepare Final SmartCode & Map (1-2 weeks depending on extent).

DELIVERABLES:

1. Revised SmartCode, based on version 9.2 or as otherwise mutually agreed.
2. Revised Transect Map
3. Simplified Architectural Guidelines
4. Administration Flow Chart
5. Training Materials (such as Understanding Leander's Updated SmartCode). Exact type and topics TBD.

Notes:

- Deliverables will be provided as digital files in their native software program and as .pdf's.
- Both the Client and the Planner will endeavor to schedule these meetings to work with airline schedules and to make the most efficient use of the Planner's time in Leander.

Executive Summary

November 7, 2013

Council Agenda Subject: Consideration of Award of Right-of-Way (ROW) Mowing Contract

Background: One bid was received and opened on Thursday, October 10, 2013, for the ROW Mowing Contract for street rights-of-way, drainage areas, and easements. Please note that last year this mowing contract was combined with the Parks & Recreation Department's mowing and landscape maintenance contract. The attached bid form from the sole bidder, Landscape Ranch Services is attached. In addition to the streets and detention areas along Bagdad Road and Crystal Falls Parkway, several streets will be included in this fiscal year's mowing contract: Mel Mathis Blvd, Hero Way, CR 175, CR 179, and San Gabriel Parkway.

Origination: Patrick A. Womack, P.E. Public Works Director

Financial Consideration: $121,934.61 from the Public Works General Fund, Contract Labor, GL# 01-21-5600

Recommendation: Staff requests Council approve the contract for the FY2013-2014 ROW Mowing Contract in the amount of $121,934.61 with Landscape Ranch Services, Inc. and authorize the City Manager to sign the contract.

Attachment: LRS Bid Form

Prepared by: Patrick A. Womack, P.E. Public Works Director

ATTACHMENT C
CITY OF LEANDER BID FORM
PURCHASING DEPARTMENT
200 W. Willis Street • Leander, Texas 78641

SOLICITATION INFORMATION	
Solicitation Number:	#S13-017
Due Date:	October 8, 2013
Time:	On or Before 3:00 PM CST
Submit to:	City of Leander Purchasing Division 200 W. Willis Street Leander, TX 78641 jbaggett@leandertx.org

RESPONDENT INFORMATION	
Tax ID Number:	20-8699862
Business Name:	Landscape Ranch Services, Inc.
Address:	20 B Lake Drive
Address:	Round Rock TX 78665
Contact:	Pat Blanks
Telephone:	512-388-4577
Entity Type:	Corporation
E-mail:	lrsvc@sbcglobal.net

HOW DID YOU HEAR ABOUT THIS SOLICITATION? ☐ Newspaper ☐ City's Website ☐ E-mail Announcement ☐ ESBD ☒ Other Phone

FIRST TIME RESPONDING TO CITY OF LEANDER? ☐ Yes ☒ No

IS YOUR BUSINESS REGISTERED WITH TEXAS BID SYSTEM? ☐ Yes ☐ No Register at: http://www.texasbidsystem.com

ITEM DESCRIPTION	UNIT OF MEASURE	COST PER ACRE	ESTIMATED TOTAL ACRES PER SEASON	TOTAL COST
RIGHT-OF-WAY MOWING - SCHEDULE A	ACRE	$47.50	1018.8	$48,393
RIGHT-OF-WAY MOWING - SCHEDULE B	ACRE	$49.00	770.32	$37,745.68
RIGHT-OF-WAY MOWING - SCHEDULE C	ACRE	$45.00	2808.75	$126,393.75

AUTHORIZED SIGNATURE	
Print Authorized Individual Name:	Pat Blanks
Authorized Signature:	[signature]
Date:	10/8/13

(5) "Note: No subs planned to be used"

Executive Summary

November 7, 2013

Council Agenda Subject: Consideration of Supplemental Contract No. 4 to Contract for Engineering Services for BCRUA Regional Water System Improvements

Background: This Supplemental Contract No. 4 to Contract for Engineering Services for BCRUA Regional Water System Improvements between the Cities of Leander, Cedar Park, and Round Rock provides for revised final engineering design tasks as approved by the City Council in Amendment No. 5 to Interlocal Agreement Regarding Final Design Services for Regional Water System on October 3, 2013. The City of Round Rock has approved this Supplemental Contract No. 4, and the City of Cedar Park is scheduled to consider this Supplemental Contract tonight, November 7, 2013. Although the staffs of both Cedar Park and Leander consider the previous approval of Amendment No. 5 to Interlocal Agreement as an approval of Supplemental Contract No. 4, the City of Round Rock requests that each City Council also approve the attached Supplemental Contract No. 4 due to the wording in paragraph one of the Supplemental.

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

Financial Consideration: $159,855.00 from BCRUA Bonds, Leander Series, (as previously approved in Amendment No. 5 to Interlocal Agreement Regarding Final Design Services for Regional Water System on October 3, 2013)

Recommendation: Staff requests approval of Supplemental Contract No. 4 to Contract for Engineering Services for BCRUA Regional Water System Improvements.

Attachment(s): Supplemental Contract No. 4 to Contract for Engineering Services for BCRUA Regional Water System Improvements

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

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

SUPPLEMENTAL CONTRACT NO. 4
TO CONTRACT FOR ENGINEERING SERVICES

FIRM: **CDM Smith, Inc.** **("Engineer")**
ADDRESS: **12357-A Riata Trace Parkway, Suite 210, Austin, TX 78727**
PROJECT: **Water Treatment Plant for the Cedar Park/Round Rock/Leander Regional Water System Improvement**

This Supplemental Contract No. 4 to Contract for Engineering Services is made by and between the CITY OF ROUND ROCK, (hereinafter referred to as "Round Rock"), the CITY OF CEDAR PARK, (hereinafter referred to as "Cedar Park"), the CITY OF LEANDER, (hereinafter referred to as "Leander"), (all collectively referred to hereinafter as "Owners") and CDM Smith, Inc., formerly dba Camp Dresser & McKee, Inc., (hereinafter called the "Engineer").

WHEREAS, the Owners and Engineer executed a Contract for Engineering Services, hereinafter called the "Contract", on the 21st day of December, 2006 for the Water Treatment Plant for the Cedar Park / Round Rock / Leander Regional Water System Improvement Project in the amount of $703,112.00; and

WHEREAS, the Owners and Engineer executed Supplemental Contract No. 1 on April 12, 2007 to modify the provisions for the scope of services, to increase the compensation by $2,606,800.00 to a total of $3,309,912.00; and

WHEREAS, the Owners and Engineer executed Supplemental Contract No. 2 on September 13, 2007 to modify the provisions for the scope of services, to increase the compensation by $850,693.00 to a total of $4,160,605.00; and

WHEREAS, the Owners and Engineer executed Supplemental Contract No. 3 on October 23, 2008 to modify the provisions for the scope of services, to increase the compensation by $953,804.00 to a total of $5,114,409.00; and

WHEREAS, it has become necessary to amend the Contract to modify the provisions for the scope of services and to increase the compensation by $159,855.00 to a total of $5,274,264.00;

NOW THEREFORE, premises considered, the Owners and the Engineer agree that said Contract is amended as follows:

I.

Article 2, Engineering Services and Exhibit B, Engineering Services shall be amended as set forth in the attached Addendum To Exhibit B. Exhibit D, Work Schedule shall be amended as set forth in the attached Addendum To Exhibit D.

II.

Article 4, Compensation and Exhibit E, Fee Schedule shall be amended by increasing by $159,855.00 the lump sum amount payable under the Contract for a total of $5,274,264.00, as shown by the attached Addendum to Exhibit E.

IN WITNESS WHEREOF, the Owners and the Engineer have executed this Supplemental Contract.

CITY OF ROUND ROCK, TEXAS

By: _____
Alan McGraw, Mayor

ATTEST:

By: _____
Sara L. White, City Clerk

APPROVED AS TO FORM:

_____
Stephan L. Sheets, City Attorney

CITY OF CEDAR PARK, TEXAS

By: _____
Brenda Eivens, City Manager

APPROVED AS TO FORM:

_____
Charles Rowland, City Attorney

ATTEST:

By: _____
LeAnn Quinn, City Secretary

CITY OF LEANDER, TEXAS

By: _____
Chris Fielder, Mayor

ATTEST:

By: _____
Debbie Haile, City Secretary

APPROVED AS TO FORM:

_____
Paige Saenz, Attorney

CDM SMITH, INC. (Formerly dba CAMP DRESSER & McKEE INC.)

By: _____
Allen D. Woelke, P.E., Vice President

ADDENDUM TO EXHIBIT B
Engineering Services

Task 1: Provide Additional General Contractor Pre-Qualification Packages

1. Updated and reviewed Pre-Qualification package with OWNER.
2. Coordinated Pre-Qualification legal advertisements with Round Rock Leader and Hill Country News for publication.
3. Pre-qualified an additional contractor making it eight pre-qualified general contractors.
4. Reviewed contractor follow-up information and distributed to OWNER.
5. Reviewed, verified, and summarized pre-qualification packages in matrix form.
6. Conducted Pre-Qualification Workshop with OWNER and revised questionnaire and clarifications.
7. Assigned Pre-Qualification approval to eight general contractors.
8. Responded to follow-up questions and communications as necessary.

Task 2: Update Preliminary Design Report to Incorporate VE Items

1. Revise Preliminary Design Report (PDR), as required, to incorporate PDR Addendum prepared for Texas Water Development Board (TWDB) that describes Phase 1A (i.e., 17 MGD capacity) and how it differs from the original PDR phasing (i.e., Phase 1 - 30 MGD capacity).
2. Prepared TWDB Supplemental Information Submittal, dated February 2009. This document was delivered to the OWNER and TWDB/TCEQ on February 26, 2009.
3. Submit six (6) copies to the OWNER for review and comment.
4. Address comments and submit ten (10) final copies to the OWNER.

Task 3: Provide Responses to Texas Water Development Board (TWDB) Information Requests

1. Prepared and submitted five (5) resubmittals/revisions to the Environmental Assessment (EA) to TWDB and OWNER dated October 15, 2008, December 4, 2008, March 9, 2009, April 27, 2009 and June 19, 2009. Each of these submittals addressed Action Items from previous TWDB project meetings.
2. Received comments, revised EA and transmitted copies of revised EA to TWDB and OWNER.
3. Provide TWDB Funding Application Assistance
   a. Prepared and provided TWDB Loan Closing Documents and related matters.
   b. Prepared briefing materials and attended a meeting with TWDB staff on June 17, 2009 to discuss finalization of OWNER's loan and the requirements for acquiring Distribution Lines 2A and 2B.
   c. Prepared and provided the final Phase 1A Loan Closing Funding Allocation spreadsheet to TWDB on June 24, 2009.
   d. Prepared briefing materials and attended a meeting with OWNER's Finance Department personnel regarding the Phase 1A Loan Closing Funding Allocation.

4. Provide TWDB Water Rights Determination Assistance
   a. In response to TWDB's Water Rights Determination Information Request on March 25, 2009, ENGINEER provided assistance and prepared detailed written memorandums to TWDB, dated May 4, 2009, May 5, 2009 and May 8, 2009.
   b. CDM Smith communicated with OWNER and TWDB, as necessary to prepare the responses and provide all information requested by TWDB.

Task 4: Revise General Conditions (Division 0) - Bid Documents

1. Prepared a draft version of Division 0 based on City of Round Rock's General Conditions, Section 00700.
2. Prepared meeting materials and conducted meetings with Jacobs Engineering, Lockwood, Andrews & Newnam (LAN), Karen Friese & Associates (KFA) and OWNER on April 24, 2009 and May 5, 2009 to review and coordinate the revised Division 0 documents.
3. Revised Round Rock's Section 00800 based on the City's input and submitted the document to other subconsultants on May 12, 2009.
4. Conducted follow-up meetings with the OWNER and other design firms to review the revised documents and to establish final Phase 1A Supplemental General Conditions and other Division 0 specifications.

Task 5: Revise Size of the Sludge Dewatering Facility (SDF) to Decrease Cost

1. Revise the Contract Documents (plans and specifications) by reducing the floor area of the Sludge Dewatering Facility by 25 percent and the height by about six-feet that resulted in an estimated construction cost savings of $240,000.
2. This work included changes to the civil, structural, architectural, process mechanical and electrical drawings.

Task 6: Incorporate the Elevated Storage Tank (EST) into the Phase 1A Project

1. Revise the Contract Documents (plans and specifications) by adding four new specification sections, modifying approximately 15 specification sections, adding approximately 18 new Drawings, and modifying approximately 32 Drawings to incorporate the following changes:
   a. Include the Elevated Storage Tank (EST) in the base bid, and show it being removed as a deductive alternate.
   b. Include the (3) 500HP Booster Pumps with 24" control valves and discharge piping in the base bid, and show the (1) 500HP Booster Pump with 24" control valve and discharge piping and (2) 250HP Booster Pumps with 18" control valves and discharge piping as a deductive alternate.
   c. Locate the telemetry antenna atop the EST in the base bid, and show it being relocated to the TSC in a deductive alternate.
   d. Locate a site access roadway to the EST in the base bid, and show it being removed in a deductive alternate.
   e. Revise Division 0's Bid Form and Section 01026, Measurement and Payment and all related specification sections to include the EST in the Base Bid and as a Deductive Alternate Bid Item.

ADDENDUM TO EXHIBIT D
Work Schedule

TASK No.	TASK DESCRIPTION	END DATE
1.0	PROVIDE ADDITIONAL GENERAL CONTRACTOR PRE-QUALIFICATION PACKAGES	COMPLETE
2.0	UPDATE PRELIMINARY DESIGN REPORT (PDR) TO INCORPORATE VE/DEFERRAL RECOMMENDATIONS	COMPLETE
3.0	PROVIDE RESPONSES TO TEXAS WATER DEVELOPMENT BOARD (TWDB) INFORMATION REQUESTS	COMPLETE
4.0	REVISE GENERAL CONDITIONS (DIVISION 0) – BID DOCUMENTS	COMPLETE
5.0	REVISE SIZE OF THE SLUDGE DEWATERING FACILITY (SDF) TO DECREASE COST	COMPLETE
6.0	INCORPORATE THE ELEVATED STORAGE TANK (EST) INTO THE PHASE 1A PROJECT	COMPLETE

ADDENDUM TO EXHIBIT E

Fee Schedule

TASK No.	TASK DESCRIPTION	TASK COST
1.0	PROVIDE ADDITIONAL GENERAL CONTRACTOR PRE-QUALIFICATION PACKAGES	$8,361
2.0	UPDATE PRELIMINARY DESIGN REPORT (PDR) TO INCORPORATE VE/DEFERRAL RECOMMENDATIONS	$31,948
3.0	PROVIDE RESPONSES TO TEXAS WATER DEVELOPMENT BOARD (TWDB) INFORMATION REQUESTS	$34,394
4.0	REVISE GENERAL CONDITIONS (DIVISION 0) – BID DOCUMENTS	$9,573
5.0	REVISE SIZE OF THE SLUDGE DEWATERING FACILITY (SDF) TO DECREASE COST	$21,273
6.0	INCORPORATE THE ELEVATED STORAGE TANK (EST) INTO THE PHASE 1A PROJECT	$54,306
	TOTAL	$159,855

Executive Summary

November 7, 2013

Council Agenda Subject: Consideration of Second Addendum to Development Agreement - Nameless Valley Ranch

Background: This Second Addendum to Development Agreement - Nameless Valley Ranch by and between the City of Leander and Travisso, Ltd., provides for the construction of a 24-inch transmission line connecting the Sandy Creek Water Treatment Plant's 30-inch transmission line to the BCRUA Water Treatment Plant's connection to the Travssio 24-inch transmission line. The transmission line will provide a potable water supply to the BCRUA Water Treatment Plant for intensive uses such as back washing of filters with potable water during plant start-up activities. The line will also provide potable water to the Travisso development during any shutdown or service interruptions of the BCRUA Water Treatment Plant due to low water levels in Lake Travis. In addition, this proposed interconnection will provide potable water to the Crystal Falls water storage and pumping facilities in the event of a shutdown of the Sandy Creek Water Treatment Plant and/or 30-inch transmission line.

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

Financial Consideration: $300,000.00 plus a 10% contingency for a total of $330,000.00 from General Fund Reserves with reimbursement by BCRUA Bonds, Leander Series, upon TWDB approval.

Recommendation: Staff requests approval of Second Addendum to Development Agreement - Nameless Valley Ranch.

Attachment(s): Second Addendum to Development Agreement - Nameless Valley Ranch

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

SECOND ADDENDUM TO
DEVELOPMENT AGREEMENT – NAMELESS VALLEY RANCH

This **Second Addendum to Development Agreement – Nameless Valley Ranch** (the "Second Addendum") is made by and between the **City of Leander**, a Texas home-rule municipal corporation (the "City"), and **Travisso, Ltd.** a Texas limited partnership (the "Developer"), as of the effective date as set forth below. The City and the Developer are sometimes referred to herein jointly as the "Parties".

RECITALS

A. The Parties have entered into a Development Agreement—Nameless Valley Ranch, effective May 3, 2012, as amended (the "Development Agreement") that applies to the development of the property described in Exhibit A of the Development Agreement (the "Property"), under which the Developer is designing, constructing, installing, and obtaining City acceptance of all streets, roads, sidewalks, lighting, water, wastewater, drainage, and all other infrastructure and improvements required or useful for the development of the Property, in compliance with the Development Agreement (the "Public Infrastructure"). Reference to the Development Agreement will include any subsequent amendments and assignments of the Development Agreement.

B. The City requires the construction and installation of 24 inch water transmission line, described in Section 1, (the "Project") to provide water to the Property and to customers outside of the Property from the Sandy Creek Water Treatment plant when the regional water treatment plant is not in service.

C. The Water Line will serve customers other than those located on the Property.

D. The construction of the Project is necessary to preserve and protect the public health and safety of the City's residents in that it provides access to an alternate water supply.

E. Contracting with the Developer for the design and construction of the Project will result in efficiencies related to costs, timing, coordination, and oversight of the construction.

NOW, THEREFORE, for and in consideration of the agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the Developer and the City do hereby agree as follows:

Section 1. Design and Construction of Water Transmission Line. The Developer shall design and cause to be constructed, and installed a twenty-four inch (24") water transmission line from the existing thirty inch line at the Sandy Creek Water Treatment Plant to the thirty inch (30") take point of the Brushy Creek Regional Utility Authority Water Treatment Plant along a route approved by the City and generally shown on Exhibit A attached hereto and incorporated herein for all purposes (the "Project" or the "work"). The Project shall be constructed in accordance with all applicable local, state, and federal regulations, construction plans approved by the City, and good design and engineering practices, and shall include those facilities, appurtenances and equipment required for the water line to function efficiently and to provide service to the Property and surrounding areas. The Developer shall cause the engineer for the

Project to prepare the construction plans for the Project, and shall obtain City approval of the construction plans prior to commencing work on the Project. The approved construction plans shall be incorporated by reference and made a part of this Second Addendum for all purposes.

Section 2. Change Order Required. The Project will be constructed under a change order to an existing and ongoing contract for construction of a portion of the Public Infrastructure (the "Contract"). The City Engineer shall evaluate the change order for the Project to determine whether the price is fair, balanced, and includes only costs attributable to the Project prior to making a recommendation of change order approval. Any unbalanced or skewed change order pricing or change order items including costs not attributable to the Project, as determined by City Engineer will be appropriately corrected or rejected by the City. The City Engineer may also reject the change order if, in the City Engineer's opinion, the price for the Project change order is too high. The City Engineer shall reject the change order if the Construction Costs for the Project (defined in Section 5) exceed thirty percent (30%) of the total amount of the Contract, excluding the change order described in this section (the "Contract Amount").

Section 3. Payment and Performance Bonds Required.

(a) The Developer shall execute payment and performance bonds to ensure completion of the Project and payment of subcontractors on the Project. The bonds shall be for the full Project Amount (defined in Section 5), shall be in a form acceptable to the City, and shall comply with Chapter 2253, Texas Government Code. The Developer shall provide original, sealed, and complete copies of the executed bonds prior to the commencement of work. Copies of the bonds shall be incorporated herein by reference as a part of this Second Addendum. If at any time during the execution of this Second Addendum or the required period thereafter, the bond or bonds become invalid or ineffective for any reason, the Developer shall promptly supply within ten (10) days such other bond or bonds, which bond or bonds shall assure performance or payment as required.

(b) The performance and payment bonds shall remain in effect for a period of two (2) years after the City accepts the Project as complete and shall be extended for any maintenance or repair work or to cover any defects in the work that arise within the two year period following City acceptance of the Project. The statute of limitations provided in Sec. 2253.021, Tex. Gov't. Code, shall not begin to run until the earlier of abandonment by or termination of the Project by the Developer, or the expiration of the two year maintenance period. In the alternative, the Developer may submit to the City a maintenance bond that complies with Section 28(i), Chapter 10, City Code of Ordinances.

(c) If the Developer has abandoned the Project, has not completed the Project within the time required by this Second Addendum, or the City has terminated this Second Addendum for cause and the surety for the bonds (the "Surety"), after notice demanding completion is sent, fails to commence the completion of the work in a timely manner and compliance with this Second Addendum, then the City at its option may provide for completion of the work in either of the following manners:

(1) The City may employ such force of men and use of instruments, machinery, equipment, tools, materials, and supplies as said the City may deem necessary to complete the work and charge the expense of such labor, machinery, equipment,

(2) The City may, after notice published as required by law, accept sealed bids and let this Second Addendum for the completion of the work under substantially the same terms and conditions that are provided in this Second Addendum. In case of any increase in cost to the City under the new agreement as compared to what would have been the cost under this Second Addendum, such increase shall be charged to the Developer and the surety shall be and remain bound therefor. However, should the cost to complete such new agreement prove to be less than that which would have been the cost to complete the work under this Second Addendum, the Developer shall be credited therewith after all deductions are made in accordance with this Second Addendum.

(3) In addition to, or in lieu of, either of the foregoing options the City may take any other action permitted by law, or pursue any and all remedies available at law or in equity against the Developer and/or the Surety.

(d) The bonds shall be and remain in full force and effect as provided by law and the City may act to enforce or require performance by the Surety. If the Developer abandons the work, is terminated for cause, or fails to comply with the warranty during the warranty period, and the Surety does not agree to promptly proceed to complete the work, no term, provision or condition of this Second Addendum, no action by the City to protect the work, or the City's investment in the work, or to complete the work, or to obtain any remedy against the Developer, shall be or constitute a waiver of any right or cause of action under the bonds.

Section 4. Time for Completion. The Developer shall use their best efforts to complete or cause the completion of construction and obtain City acceptance of the Project within Two Hundred Thirty-Five (235) Calendar Days of the Effective Date.

Section 5. Project Costs.

(a) The Developer shall fund, finance, and pay for the cost of designing the Project.

(b) The City shall reimburse the Developer for the Construction Costs for the Project as provided herein (the "Project Amount"); provided that the total payments by the City to the Developer shall not exceed thirty percent (30%) of the Contract Amount.

(c) The Construction Costs for the Project shall be the reasonable and approved total cost of constructing the Project based on the sum of the following, provided that all such sums and amounts shall be reasonable and necessary for the construction of the Project and documented.

(1) The hard construction costs, including change orders deemed necessary to construct the Project as planned;

(2) Payment, performance, bid, and maintenance bonds for the Project;

(3) Surveying costs;

(4) The cost of soils and materials testing;

(5) Any other necessary and reasonable out-of-pocket costs expended by the Developer in connection with the Project, including the cost of any necessary land and rights-of-way, and/or easements;

(d) No changes shall be made, nor will bills for changes, alterations, modifications, deviations, and extra orders be recognized or paid for except upon the written order from authorized personnel of the City. The Project Amount may not be increased by more than twenty-five percent (25%). Written change orders that do not exceed twenty-five percent (25%) of the original Project Amount may be made or approved by the City Manager or his delegate if the total of the change order(s), in the aggregate, is less than Fifty Thousand Dollars ($50,000.00). Changes in excess of Fifty Thousand Dollars ($50,000.00) must be approved by the City Council prior to commencement of the services or work. Any requests by the Developer for a change to the Project Amount shall be made prior to the beginning of the work covered by the proposed change.

Section 6. Progress Payments.

(a) The Developer shall submit applications for payment of the Project Amount as provided for herein. On or before the first day of each month, the Developer shall submit to City Engineer, for approval or modification, City Engineer a completed Payment Requisition Certificate on the form attached hereto and incorporated herein for all purposes as Exhibit B, signed by both Developer and contractor for the Project (the "Contractor"), accompanied by a statement showing as completely as practicable the total value of the actual work performed by the Developer and accepted by the City up to and including the last day of the preceding month. The statement shall also include the value of all materials not previously submitted for payment that have been delivered to the site but have not yet been incorporated into the work. The City will not will not pay for materials or equipment not incorporated into the work at the time of the progress payment application. Payment will be made by the City for materials once they have been incorporated into the work, in accordance with this Second Addendum.

(b) The Developer agrees that the City, its employees, and agents, may enter the work site or sites for the purpose of inspecting the work. The City Engineer may require Developer to remove, dismantle, or uncover completed work. If the work is covered by the Developer prior to inspection and is work that is required by the this Second Addendum, accepted construction practices, or the codes and ordinances of the City to be inspected prior to completion, the work will be uncovered and restored at the Developer's sole expense. If any work is required to be uncovered and the work is not in accordance with this Second Addendum, the Developer shall pay the costs of repair and restoration of the work required to be removed, dismantled, or uncovered. If the work is in accordance with this Second Addendum, the City shall pay the costs of repair and restoration of the work.

(c) Each application for payment made by the Developer after the first application for payment shall include an affidavit by the Developer and Contractor stating that all bills for labor, materials,

(d) On or before the 30th calendar day following the City's receipt of a progress payment application made in conformity with this Section, the City shall pay to the Developer the approved amount of the progress payment based on the Developer's applications for payment, and the recommendation and approval of City Engineer. Upon final completion and acceptance of the Project in accordance with this Second Addendum, the City shall pay the remainder of the Project Amount, less any sums withheld under other terms of this Second Addendum and less the retainage, which shall be retained for a period of forty-five (45) calendar days from the date of final completion and acceptance of the Project.

(e) From each approved statement, the City shall retain until final payment, ten percent (10%) of the approved statement. The City may also retain from each approved statement any other sums authorized under the terms of this Second Addendum.

(f) If the actual amount of work to be done and the materials to be furnished differ from estimates and where the basis for payment is the unit price method, then payment shall be for the actual amount of accepted work done and materials furnished on the Project.

(g) The City, at any time, may suspend monthly progress payments on the work if it determines that the projected liquidated damages may exceed retainage. The City, at any time, may suspend monthly progress payments if it believes that the Developer will not complete the work due to actual default or that the Developer has represented or done some act that indicates that it will not complete the work in accordance with this Second Addendum or within the time period submitted in its bid.

(h) Regardless of any bond, the City may, on account of subsequently discovered evidence and in addition to the retainage withheld under this Section, withhold funds or nullify all or part of any acceptance or certificate to such extent as may be necessary to protect itself from loss on account of any of the following:

(1) Defective work.
(2) Claims filed or reasonable evidence indicating probable filing of claims.
(3) Failure of the Developer or Contractor to make prompt payments to subcontractors for labor or material or materialmen.
(4) Claims filed or reasonable evidence indicating damage to another by the Developer or Contractor.
(5) Claims filed or reasonable evidence indicating damage to third parties, including adjacent property owners.
(6) Claims filed or reasonable evidence indicating unremedied damage to property

owned by the City.

(8) Charges made for repairs to the defective work or repairs made by the City to correct damage to other property.

(9) Other amounts authorized under this Second Addendum.

Section 7. Noncompliant Work.

(a) All work deemed not in conformity with this Second Addendum as determined by the City in its sole discretion, may be rejected by the City. City Engineer may reject any work found to be defective or not in accordance with this Second Addendum, regardless of the stage of the work's completion or the time or place of discovery of such defects or inconsistencies and regardless of whether City Engineer has previously accepted the work through oversight or otherwise. Neither observations nor inspections, tests, or approvals made by City Engineer, or other persons authorized under this Second Addendum to make such observations, inspections, tests, or approvals, shall relieve the Developer from the obligation to perform the work in accordance with the requirements of this this Second Addendum.

(b) If the work or any part thereof is not in conformity with this Second Addendum, it shall be rejected by the City Engineer. Any remedial action required, as set forth herein, shall be at the Developer's expense, as follows:

(1) The Developer may be required, at the City's option, after notice from City Engineer, to remedy such work so that it shall be in full compliance with this this Second Addendum. All rejected work or materials shall be immediately replaced in order to conform with this Second Addendum.

(2) If the City deems it inexpedient to correct work damaged or not done in accordance with this Second Addendum, an equitable deduction from the agreed sum may be made by the City at the City's sole discretion.

Section 8. Conveyance of Project to the City. Upon completion and acceptance of the Project, the City shall own, operate, and maintain the Project. The Developer shall execute such documents required to convey the Project to the City. The Developer shall further provide the City with a copy of as-built plans from the Project in a form acceptable to the City and grant the City a utility easement in a form substantially similar to that set forth in Exhibit D attached hereto and incorporated herein for all purposes, prior to or at the time the Developer seeks City acceptance of the Project. It shall be a condition of acceptance of the Public Infrastructure constructed under the same construction contract as the Project that the Project has been completed and is ready for acceptance by the City.

Section 9. Intentionally Deleted.

Section 10. Breach of Contract & Damages.

(a) The City shall have the right to declare the Developer in breach of this Second Addendum for cause when the City determines that this Second Addendum is not being performed according to its understanding of the intent and meaning of this Second Addendum. Such breach shall not in any way invalidate, abrogate, or terminate the Developer's obligations under this

(b) Without prejudice to any other legal or equitable right or remedy that the City would otherwise possess hereunder or as a matter of law, the City upon giving the Developer thirty (30) calendar days prior written notice shall be entitled to damages for breach of contract, upon but not limited to the following occurrences:

(1) If the Developer shall fail to remedy any default, or if such default cannot be promptly cured to commence curing such default and pursue such cure in a prompt and timely manner, after written notice thereof from City Engineer, as City Engineer shall direct; or

(2) If the Developer shall fail to comply with the terms and provisions of this Second Addendum for any reason, other than the failure by City Engineer to make payments called upon when due; or

(3) If the Developer commits a substantial default under any of the terms, provisions, conditions, or covenants contained in this Second Addendum.

Section 11. Termination for Cause. Without prejudice to any other legal or equitable right or remedy that the City would otherwise possess hereunder or as a matter of law, the City upon giving the Developer thirty (30) calendar days prior written notice shall be entitled to terminate this Second Addendum in its entirety at any time for any of the following:

(a) If the Developer becomes insolvent, commits any act of bankruptcy, makes a general assignment for the benefit of creditors, or becomes the subject of any proceeding commenced under any statute or law for the relief of debtors; or

(b) If a receiver, trustee, or liquidator of any of the property or income of the Developer shall be appointed; or

(c) If the Developer shall fail to prosecute the work or any part thereof with diligence necessary to insure its progress and completion as prescribed by the time schedules; or

(d) If the Developer shall fail to remedy any default within thirty (30) calendar days after written notice thereof from City Engineer, or if such default cannot be remedied within that time the Developer fails to commence cure and to pursue and obtain cure in a prompt and timely fashion, as City Engineer shall direct; or

(e) If the Developer shall after notice fail to comply with the requirements of this Second Addendum on a continuing or repeated basis for any reason, other than the failure by City Engineer to make payments called upon when due; or

(f) If the Developer commits a substantial default under any of the terms, provisions, conditions, or covenants contained in this Second Addendum.

Section 12. Termination for Convenience.

(a) The performance of the work may be terminated at any time or, from time to time, in whole or in part, by the City for its convenience. Any such termination shall be effected by delivery to the Developer of a written notice (notice of termination) specifying the extent to which performance of the work is terminated, and the date upon which termination becomes effective.

(b) In the event of termination for convenience, the Developer shall only be paid its reimbursable Construction Costs for the Project incurred prior to the effective date of the termination notice and shall not be entitled to receive any further payments not previously earned by the Developer hereunder except as provided in this Section, and shall be further subject to any claim the City may have against the Developer under other provisions of this Second Addendum or as a matter of law, including the refund of any overpayment of reimbursable costs and/or fee paid.

(c) It is recognized that a portion of the Developer's overhead, set-up, mobilization and profits will be recovered in each progress payment. In the event of termination for convenience and a resolution of the amount, if any, due the Developer under subsection (b) above to cover the actual expenses and remaining actual liability (excluding costs referred to in subsection (d) below) incurred by the Developer under this Second Addendum, the Developer shall be paid an amount to cover overhead, lost profits, set-up and move in costs, equal to seven percent (7%) of the total agreed value of the work remaining to be completed upon issuance of the notice of termination. The Developer shall execute and deliver to the City a full and complete release upon payment of such amount.

(d) The Developer shall contract with its subcontractors and materials suppliers in a manner to give effect to this Section and the right of the City to terminate for convenience without any liability to such subcontractors or materials suppliers.

Section 13. Force Majeure.

(a) The term "force majeure" as employed herein shall mean and refer to, without limitation, 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 Second Addendum, 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.

Section 14. Notices

(a) Any notice to be given hereunder by any party to another party shall be in writing and may be effected by personal delivery or facsimile, or by sending said notices by registered or certified mail, return receipt requested, to the address set forth below. Notice by certified mail shall be deemed given three (3) days after being deposited with the United States Postal Service with sufficient postage affixed.

Any notice to the City shall be addressed:

City of Leander
P.O. Box 40
Leander, Texas 78640
Attn: City Manager
Facsimile: (512) 262-3987

with copy to:

Paige H. Saenz
McKamie, Krueger, & Knight
223 West Anderson Lane, #A105
Austin, Texas 78752-1115
Facsimile: (512) 323-5773

Any notice to the Developer shall be addressed:

Travisso, Ltd.
c/o Taylor Morrison of Texas, Inc.
Attn: Adib R. Khoury
11200 Lakeline Boulevard, Suite 150A
Austin, TX 78717

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

Section 15. Entire Agreement; Effect on Development Agreement and Facilities Agreements. This Second Addendum, together with any exhibits attached hereto, constitute the entire agreement between the Parties with respect to the Project, and may not be amended except by a writing signed by the Parties and dated subsequent to the date hereof. This Second Addendum is not intended , and shall not be construed, to amend the Development Agreement or

the Facilities Agreements. The Facilities Agreements are those certain Facilities Agreements for MUD Nos. 19, 20, and 21 dated effective on or about July 20, 2012, including any amendments, addenda and assignments. The Parties agree that the Development Agreement and Facilities Agreements remain valid, binding, and in full force and effect. The Project, and the Construction Costs for the Project, shall not be included in the Public Improvements, as defined in the Development Agreement, or the District Improvements, as defined in the Facilities Agreements, which may be eligible for impact fee rebates or tax rebates as provided in the Development Agreement and the Facilities Agreements.

Section 16. Texas Law Governs. This Second Addendum shall be governed by and construed in accordance with the laws of the State of Texas. Venue shall lie in Travis County, Texas. In the event of partial invalidity, the balance of the Second Addendum shall remain in full force and effect.

Section 17. Time of the Essence. It is acknowledged and agreed by the Parties that time is of the essence in the performance of this Second Addendum.

Section 18. Appropriations. Notwithstanding any provision contained herein, the financial obligations of the City contained herein are subject to and contingent upon appropriations by the City Council of such funds or other revenues being available, received and appropriated by the City in amounts sufficient to satisfy said obligations. In no event shall this instrument be construed to be a debt of the City.

Section 19. Default, Remedies and Defenses. Nothing in this Second Addendum shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either the City or its officers and employees. Except as may be otherwise provided in the Development Agreement, neither the City, nor its officers and employees waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas.

Section 20. Binding Effect. This Addendum will extend to and be binding upon and inure to the benefit of the City, the Developer and their respective successors and permitted assigns.

Section 21. Authorization. The City certifies, represents, and warrants that the execution of this Second Addendum has been duly authorized and that this Second Addendum has been approved in conformity with City ordinances and other applicable legal requirements. Developer certifies, represents, and warrants that the execution of this Second Addendum is duly authorized in conformity with its authority.

Section 22. Effective Date. This Second Addendum shall be in effect upon the later of the date of approval by the City Council or the execution of this Second Addendum by Developer.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

City of Leander, a Texas home rule municipal corporation

By:

_____

Christopher Fielder, Mayor

Date:_____

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the ____ day of _____, 2013, by Christopher Fielder, as Mayor of the City of Leander, Texas, on behalf of the City.

_____

NOTARY PUBLIC, State of Texas

Travisso, Ltd., a Texas limited partnership

BY: TMC Travisso GP, LLC,
a Texas limited liability company,
Its General Partner

By: _____

Adib R. Khoury, as Vice President

Date: _____

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the ___ day of _____, 2013, by Adib R. Khoury, as Vice President of TMC Travisso GP, LLC, a Texas limited liability company, as general partner of Travisso, Ltd., a Texas limited partnership, on behalf of said limited liability company and limited partnership.

_____
NOTARY PUBLIC, State of Texas

Exhibit "A"
Location of Project

EXHIBIT B
PROGRESS PAYMENT REQUISITION CERTIFICATE

TO: **City of Leander, Texas**
% _____, City Representative

FROM: _____ ("Developer")

SUBJECT: _____ (*insert name of project*)

Capitalized words not defined herein shall have the meaning given in the Second Addendum.

This represents Requisition Certificate No. ___ in the total amount of $_____ for payment of those Construction Costs of the Project detailed in the attached documentation and payment instructions. The documentation attached shows as completely as practicable the total value of the actual work performed by the Developer and accepted by the City up to and including the last day of the preceding month. The documentation also includes the value of all equipment and materials not previously submitted for payment which have been delivered to the site or stored off-site pursuant to the Second Addendum, but have not yet been incorporated into the work. The Developer and the Contractor for the Project, by their signatures below, represents that the documentation accurately shows the percentage of the Work completed.

The undersigned Developer and Contractor certify that:

1. All of the costs and expenditures for which moneys are requested hereby represent proper Construction Costs of the Project, have not been included in a previous Progress Payment Requisition Certificate and such Construction Costs of the Project are properly owing and payable based on the percentage of the Project completed.

2. The moneys requested hereby are not greater than those necessary to meet obligations due and payable for fees, funds or expenses actually expended for Construction Costs of the Project, and are properly payable as a progress payment based on the percentage of the Project completed. The moneys requested do not include moneys that are not due and payable based on the progress and percentage of completion of the Project.

3. After payment of moneys hereby requested, there will remain available a sufficient amount of the Construction Costs of the Project, as defined in the Second Addendum, to complete the construction of the Project.

4. All work for which Payment Requisition Certificates have been previously issued and payment received is free and clear of any liens, claims, security interests or encumbrances of any kind, and all sums received pursuant to this application will be applied so as to assure that no liens, security interest or encumbrances attach to the work to which this application applies.

5. All subcontractors, labor, equipment and materials suppliers for the Project have been paid.

The undersigned Developer, Contractor, and their respective representatives represent and agree that the above statements are, to the best of their knowledge are true and correct.

EXECUTED this _____ day of _____, 200__.

[Developer]

By: _____
Name:
Title:

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 _____, 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 200__.

(SEAL)

_____
Notary Public-State of Texas

[Contractor]

By: _____
Name:
Title:

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 _____, Contractor 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 200__.

(SEAL)

_____
Notary Public-State of Texas

Approved for payment this the _____ day of _____ 200__.

City of Leander

By: _____
Name: _____
Title: City Representative

EXHIBIT C

Affidavit of Debts and Liens

TO: **City of Leander, Texas**
% _____, City Representative ("Owner")

FROM: _____ ("Developer")/("Contractor")

SUBJECT: _____ (*insert name of project*)

Capitalized words not defined herein shall have the meaning given in the Second Addendum.

The undersigned Developer/Contractor certifies that:

1. The Project is complete in accordance with the Second Addendum and I request that the City accept the Project as complete.

2. All bills for labor, materials, and incidentals submitted by subcontractors, materialmen or third parties and included in any prior application for payment have been paid in full.

3. The Project is free and clear of any liens, claims, security interests or encumbrances of any kind.

4. Any claims from manufacturers, materialmen, and subcontractors have been released, and there are no claims pending related to the Project of which the Developer has been notified.

EXECUTED this _____ day of _____, 200__.

[Developer] /[Contractor]

By: _____
Name:
Title:

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 _____, Developer/Contractor 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 200__.

(SEAL)

_____

Notary Public-State of Texas

EXHIBIT D
Utility Easement Form

UTILITY EASEMENT

DATE: _____, **200_**

GRANTOR: _____

GRANTOR'S MAILING ADDRESS (including County): _____
_____

GRANTEE: **City of Leander, Texas**

GRANTEE'S MAILING ADDRESS (including County): P.O. Box 319, Leander, Williamson County, TX 78646-0319

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 200_.

(SEAL)

Notary Public-State of Texas

AFTER RECORDING RETURN TO:
City of Leander
Attn: City Secretary
P.O. Box 319
Leander, TX 78646-0319

Executive Summary

November 7, 2013

Council Agenda Subject: Ordinance amending Sections 1.08.005(4) and 1.08.006 of Article 1.08, Chapter 1, City of Leander Code of Ordinances regarding disposal of surplus, salvage and junk property requirements.

Background: At present, the City ordinance states that surplus property be sold either through an approved auction facility or through competitive bid and that notice shall be included in the official newspaper at least twice, with the first notice being at least fourteen days before the sale and the second being one week later. Notice shall also be posted on the city's official website. Staff desires to amend the ordinance by allowing alternative solicitation methods (to include website solicitation) and to reduce the required notices in the newspaper from two to one. Specifically, staff is aware of a broker for surplus fire equipment, Texas Fire Trucks, LTD, who has had success re-selling fire equipment. Their commission is 7% of sales price, payable only if City accepts the bid.

Origination: Robert G. Powers, Finance Director

Financial Consideration: n/a

Recommendation: Approval

Attachments: Ordinance

Prepared by: Robert G. Powers, Finance Director

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING SECTIONS 1.08.005(4) AND 1.08.006 OF ARTICLE 1.08, CHAPTER 1, CITY OF LEANDER CODE OF ORDINANCES TO AMEND DISPOSAL OF SURPLUS, SALVAGE AND JUNK PROPERTY REQUIREMENTS; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING SAVINGS, EFFECTIVE DATE, AND OPEN MEETINGS CLAUSES; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the City of Leander (the "City") desires to amend certain requirements for the disposal of surplus property; and

WHEREAS, the City Council has considered the proposed amendments and finds that the amendments are reasonable and necessary to more effectively and economically manage and dispose of the City's surplus property;

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

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

Section 2. **Amendment of Article 1.08, Section 1.08.005(4).** Article 1.08, Section 1.08.005(4), Chapter 1, Leander Code of Ordinances is hereby amended in its entirety to read as follows:

> (4) Surplus property shall be offered for sale as set forth in section 1.08.006 without further action of the city council, or may be offered to a qualifying nonprofit, government, or civic organization upon approval by the city council provided the organization's services to the city are sufficient to authorize such transfer.

Section 3. **Amendment of Article 1.08, Section 1.08.006.** Article 1.08, Section 1.08.006, Method of sale; notice, Chapter 1, Leander Code of Ordinances is hereby amended in its entirety to read as follows:

> Surplus property required to be disposed shall be sold either through an approved auction facility, competitive bid or approved website that provides suitable exposure to obtain fair market value for surplus item(s). The City's Purchasing Agent shall determine the most effective disposal method and venue. Surplus property sold through an approved website shall be offered for sale for a minimum of one week. Notice of surplus property sold through competitive bidding shall be included at least once in the official newspaper with the notice being at least fourteen days before the sale. Such notice of a bid shall include a description of the surplus

property to be sold, and the date and time sealed bids will no longer be accepted.

Section 4. **Conflicting Ordinances.** Article1.08, Sections 1.08.0005(4) and 1.08.006, Chapter 1, Leander Code of Ordinances are amended as provided herein. All ordinances or parts thereof conflicting or inconsistent with the provisions of this Ordinance as adopted herein, are hereby amended to the extent of such conflict. In the event of a conflict or inconsistency between this Ordinance and any other code or ordinance of the City, the terms and provisions of this Ordinance shall govern.

Section 5. **Effective Date.** This Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Tex. Loc. Gov't. Code.

Section 6. **Severability.** It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any phrase, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation of this Ordinance of any such invalid phrase, clause, sentence, paragraph or section. If any provision of this Ordinance shall be adjudged by a court of competent jurisdiction to be invalid, the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision, and to this end the provisions of this Ordinance are declared to be severable.

Section 7. **Open Meetings.** It is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act.

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

ATTEST: **CITY OF LEANDER, TEXAS**

Debbie Haile, City Secretary

Jason Dishongh, Mayor Pro Tem