



**AGENDA
REGULAR CITY COUNCIL
CITY OF LEANDER, TEXAS**



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

Thursday ~ February 20, 2014 at 7:00 PM

Mayor – Christopher Fielder

Place 1 – Andrea Navarrette

Place 4 – Ron Abruzzese

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. Receive Annual Financial Report for Year Ending September 30, 2013

CONSENT AGENDA: ACTION

6. Approval of the minutes: February 6, 2014
7. Receive Quarterly Investment Report
8. Second Reading of an Ordinance on Ordinance Case #13-OR-005: amending sections of Article 14.200, the Composite Zoning Ordinance, to change the title of the LI, Light Industrial use component to HC, Heavy Commercial, to add screening provisions for outdoor commercial fueling, and to modify the LI, Light Industrial (proposed HC, Heavy Commercial) and HI, Heavy Industrial Use Components
9. Second Reading of an Ordinance on Zoning Case #13-Z-029: amending Ordinance #05-018, the Composite Zoning Ordinance for a parcel located approximately 300 feet west of 183A and adjacent to the north extension of Woodview Drive, Leander, Williamson County, Texas
10. Submission of Racial (Bias Based) Profiling Report for Calendar Year 2013
11. Consider Dedication and Acceptance of Borho Tract – Offsite Utility Improvements Water and Wastewater

12. Consider an Ordinance of the City of Leander amending Ordinance # 13-057-00, adopting the Annual Budget of the City of Leander, Texas for Fiscal Year 2013-2014
13. Consider the Partial Assignment and Assumption of Development Agreement for Reagan's Overlook executed by Land Buddies, LLC to and in favor of Century Land Holdings II, LLC, a Colorado limited liability company, d/b/a Century LH II, LLC

PUBLIC HEARING

14. First Public Hearing on annexation on an area of land being 145.26 acres, more or less, and 52.290 acres, more or less, in Williamson County, Texas, being generally located at the Kittie Hill Airport location, north of Hero Way, west of Ronald Reagan Boulevard and south of the San Gabriel River and including the abutting streets, roadways, and rights-of-way; being located in Williamson County, Texas and adjacent and contiguous to the city limits
15. Public Hearing on Zoning Case #13-Z-025: Consider a zoning change for a tract of land located on the northwest corner of Osage Drive and Lakeline Blvd.; 0.94 acres, more or less from SFU-2-B, Single Family Urban to PUD, Planned Unit Development, Leander Williamson County, Texas
Applicant: Samuel Kiger, P.E. on behalf of Lookout Development Group LP
This item has been postponed due to a notification error

PUBLIC HEARING: ACTION

16. **Public Hearing** on an Ordinance Establishing Construction Zone Speed Limits of 30 MPH for East Crystal Falls Parkway from Horizon Park Blvd. to US Hwy. 183

Action on an Ordinance Establishing Construction Zone Speed Limits of 30 MPH for East Crystal Falls Parkway

REGULAR AGENDA

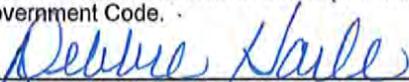
17. Second Reading of an Ordinance on Zoning Case #13-Z-018: amending Ordinance #05-018, the Composite Zoning Ordinance for a parcel located at 11350 Old 2243 W, Leander, Williamson County, Texas
18. Consider a Resolution of the City of Leander, Texas accepting the petition for annexation of a parcel of land being 5.2 acres, more or less, located in Williamson County, Texas; setting an annexation schedule; providing for open meetings and other related matters
19. Consider a Resolution of the City of Leander, Texas, commencing the annexation of an area of land being 594 acres, more or less, and an area of land being 304.13 acres, more or less, including the abutting streets, roadways, and rights-of-way, being located in Travis and Williamson Counties, Texas
20. Consider an Ordinance of the City of Leander, Texas waiving the application of the subdivision ordinance to a subdivision of land; and providing for related matters
21. Consider Standard Professional Services Agreement and Task Order HWL-1 with H.W. Lochner, Inc. for Professional Services for Bagdad Road North Improvements
22. Consider an application for permit to operate a taxi cab in the City of Leander

23. Council Members Closing Statements

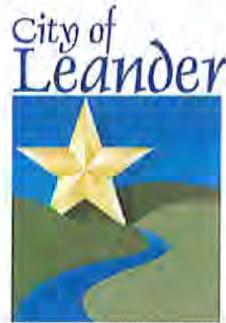
24. Adjournment

CERTIFICATION

This meeting will be conducted pursuant to the Texas Government Code Section 551.001 et seq. At any time during the meeting the Council reserves the right to adjourn into executive session on any of the above posted agenda items in accordance with the sections 551.071 [litigation and certain consultation with attorney], 551.072 [acquisition of interest in real property], 551.073 [contract for gift to city], 551.074 [certain personnel deliberations] or 551.076 [deployment/ implementation of security personnel or devices]. The City of Leander is committed to compliance with the American with Disabilities Act. Reasonable modifications and equal access to communications will be provided upon request. Please call the City Secretary at 512/ 528-2743 for information. Hearing impaired or speech disabled persons equipped with telecommunications devices for the deaf may call 512/ 528-2800. I certify that the above agenda for this Meeting of the City Council of the City of Leander, Texas, was posted on the bulletin board at City Hall, in Leander, Texas, on the 14th day of February, 2014 by 5:00 pm pursuant to Chapter 551 of the Texas Government Code.



Debbie Haile TRMC, City Secretary



Executive Summary
February 20, 2014

Council Agenda Subject: Receive Annual Financial Report for Year Ending September 30, 2013.

Background: The City's auditor, Davis Kinard & Co., has completed the annual audit for fiscal year ending September 30, 2013 and will be present to review the report with City Council.

Origination: Robert G. Powers, Finance Director

Financial Consideration: N.A.

Recommendation: Motion to Accept Annual Financial Report for Year Ending September 30, 2013.

Attachments: Annual Financial Report

Prepared by: Robert G. Powers, Finance Director



City of
Leander

State of Texas

ANNUAL FINANCIAL REPORT

YEAR ENDED SEPTEMBER 30, 2013

CITY OF LEANDER, TEXAS
 Table of Contents
 Year Ended September 30, 2013

Page No.

FINANCIAL SECTION

Independent Auditor's Report	1
Management's Discussion and Analysis	3

Basic Financial Statements

Government-Wide Financial Statements:

Statement of Net Position	11
Statement of Activities	12

Fund Financial Statements:

Governmental Funds	
Balance Sheet	13
Reconciliation of the Balance Sheet of Governmental Funds to the Statement of Net Position	14
Statement of Revenues, Expenditures, and Changes in Fund Balances	15
Reconciliation of the Statement of Revenues, Expenditures, and Changes in Fund Balances of Governmental Funds to the Statement of Activities	16
Statement of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual - General Fund	17
Statement of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual - Traffic Impact Analysis Fund	18
Proprietary Funds	
Statement of Net Position	19
Statement of Revenues, Expenses, and Changes in Fund Net Position	20
Statement of Cash Flows	21

Notes to the Financial Statements	23
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Other Supplementary Information

Combining Financial Statements:

Nonmajor Governmental Funds	
Combining Balance Sheet	43
Combining Statement of Revenues, Expenditures, and Changes in Fund Balances	45

SINGLE AUDIT SECTION

Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with <i>Government Auditing Standards</i>	47
Independent Auditor's Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by OMB Circular A-133	48
Schedule of Expenditures of Federal Awards	50
Notes to the Schedule of Expenditures of Federal Awards	51
Schedule of Findings and Questioned Costs	52
Schedule of Prior Year Findings	53

FINANCIAL SECTION

Independent Auditor's Report

To the Honorable Mayor
and Members of the City Council
City of Leander, Texas

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Leander, Texas (the City) as of and for the year ended September 30, 2013, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Leander, Texas, as of September 30, 2013, and the respective changes in financial position, and, where applicable, cash flows thereof, and the respective budgetary comparisons for the general fund and traffic impact analysis fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 3–10 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The combining nonmajor fund financial statements are presented for purposes of additional analysis and are not a required part of the basic financial statements. The schedule of expenditures of federal awards is presented for purposes of additional analysis as required by U.S. Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, and is also not a required part of the basic financial statements.

The combining nonmajor fund financial statements and the schedule of expenditures of federal awards are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining nonmajor fund financial statements and the schedule of expenditures of federal awards are fairly stated in all material respects in relation to the basic financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated February 11, 2014, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

Davis Kinard & Co., PC
Certified Public Accountants

Abilene, Texas
February 11, 2014

MANAGEMENT'S DISCUSSION AND ANALYSIS

As Management of the City of Leander, we offer readers of the City's financial statements this narrative overview and analysis of the financial activities of the City for the fiscal year ended September 30, 2013. It should be read in conjunction with the accompanying basic financial statements.

FINANCIAL HIGHLIGHTS

- The assets of the City exceeded its liabilities at the close of the fiscal year ended September 30, 2013, by \$124,155,134 (net position). Of this amount, \$19,588,138 (unrestricted net position) may be used to meet the government's ongoing obligations to citizens and creditors.
- The City's total net position increased by \$22,505,337 for the year ended September 30, 2013. Most of this increase is due to increased sales tax revenue, building and development-related fees, grants, impact fees, and capital contributions from developers.
- As of September 30, 2013, the City's governmental funds reported combined ending fund balances of \$11,378,468, a decrease of \$636,724 in comparison with the prior fiscal year due to expenditures on capital projects.
- At the end of the current fiscal year, unassigned fund balance for the general fund was \$7,703,556 or 47.84% of total general fund expenditures.
- As of the close of the current fiscal year, the City's proprietary funds reported combined ending net position of \$70,850,835, an increase of \$6,298,189 in comparison with the prior year. Most of the increase is attributable to increased infrastructure contributed by developers and capital projects.

OVERVIEW OF THE FINANCIAL STATEMENTS

This discussion and analysis serves as an introduction to the City's basic financial statements. The City's basic financial statements are comprised of three components: government-wide financial statements, fund financial statements, and notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the City's finances, in a manner similar to a private-sector business.

The Statement of Net Position presents information on all of the City's assets and liabilities, with the difference between the two reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating.

The Statement of Activities presents information showing how the City's net position changed during the fiscal year. All of the current year's revenues and expenses are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes and earned but unused vacation leave).

Both the government-wide financial statements distinguish functions of the City of Leander that are principally supported by taxes and intergovernmental revenues (*governmental activities*) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (*business-type activities*). The governmental activities of the City of Leander include general government, public safety, public works and streets, and parks and recreation. The business-type activities of the City of Leander include water and wastewater services and the City's public golf course.

The government wide financial statements can be found on pages 11 – 12 of this report.

Fund Financial Statements

The fund financial statements provide detailed information about the most significant funds – not the City as a whole. Some funds are required to be established by state law and bond covenants. However, the City establishes many other funds to help it control and manage money for particular purposes or to show that it is meeting legal responsibilities for using certain taxes, grants, and other money. The City’s two kinds of funds – governmental and proprietary – use different accounting approaches.

- **Governmental funds** – Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on *near-term inflows and outflows of spendable resources*, as well as on *balances of spendable resources* available at the end of the fiscal year. Such information may be useful in evaluating a government’s near-term financing requirements.

Because the focus on governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for *governmental funds* with similar information presented for *governmental activities* in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government’s near-term financing decisions. Both the governmental funds balance sheet and the governmental funds statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between *governmental funds* and *governmental activities*.

The City of Leander has four major governmental funds – general fund, debt service fund, capital projects fund, and traffic impact analysis fund. Information is presented separately in the governmental funds balance sheet and in the governmental funds statement of revenues, expenditures, and changes in fund balances for each of these major funds. The City also has several nonmajor special revenue funds.

The City adopts an annual appropriated budget for its general fund and traffic impact analysis fund. Budgetary comparison statements have been provided for the general fund and traffic impact analysis fund on pages 17 and 18, respectively, to demonstrate compliance with the appropriated budgets.

- **Proprietary funds** – The City maintains two enterprise funds, which are proprietary fund types. Enterprise funds are used to report the same functions presented as *business-type activities* in the government-wide financial statements. The City of Leander uses enterprise funds to account for its water and wastewater services and the City’s public golf course.

The City’s fund financial statements can be found on pages 13 – 22 of this report.

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found immediately following the basic financial statements on pages 23 – 42 of this report.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the City of Leander, assets exceeded liabilities by \$124,155,134 at the close of the most recent fiscal year.

The largest portion of the City's net position (80.4%) reflects its investment in capital assets (e.g. land, buildings, equipment, infrastructure, and system improvements) less any related debt used to acquire those assets that is still outstanding. The City uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending. Although the City's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

CITY OF LEANDER'S NET POSITION

	Governmental Activities		Business-type Activities		Total	
	2013	2012	2013	2012	2013	2012
Current and other assets	\$ 15,657,497	\$ 15,852,342	\$ 17,653,277	\$ 20,866,888	\$ 33,310,774	\$ 36,719,230
Capital assets	92,395,442	77,084,704	122,544,206	116,001,509	214,939,648	193,086,213
Total assets	<u>108,052,939</u>	<u>92,937,046</u>	<u>140,197,483</u>	<u>136,868,397</u>	<u>248,250,422</u>	<u>229,805,443</u>
Long-term liabilities	51,410,375	53,111,224	66,750,768	69,042,243	118,161,143	122,153,467
Other liabilities	3,338,265	2,728,671	2,595,880	3,273,508	5,934,145	6,002,179
Total liabilities	<u>54,748,640</u>	<u>55,839,895</u>	<u>69,346,648</u>	<u>72,315,751</u>	<u>124,095,288</u>	<u>128,155,646</u>
Net position:						
Net investment in capital assets	43,032,586	28,836,149	56,731,591	49,945,695	99,764,177	78,781,844
Restricted	937,727	1,053,437	3,865,092	1,086,103	4,802,819	2,139,540
Unrestricted	9,333,986	7,207,565	10,254,152	13,520,848	19,588,138	20,728,413
Total net position	<u>\$ 53,304,299</u>	<u>\$ 37,097,151</u>	<u>\$ 70,850,835</u>	<u>\$ 64,552,646</u>	<u>\$ 124,155,134</u>	<u>\$ 101,649,797</u>

An additional portion of the City of Leander's net position (3.87%) represents resources that are subject to external restrictions on how they may be used. The remaining balance of *unrestricted net position*, \$19,588,138, may be used to meet the City's ongoing obligations to citizens and creditors.

At the end of the current fiscal year, the City of Leander is able to report positive balances in all three categories of net positions for the government as a whole.

The City's net position increased by \$22,505,337 during the current fiscal year. Almost all of this increase is due to increased sales tax revenue, building and development-related fees, grants, impact fees, and capital contributions from developers.

CITY OF LEANDER'S CHANGES IN NET POSITION

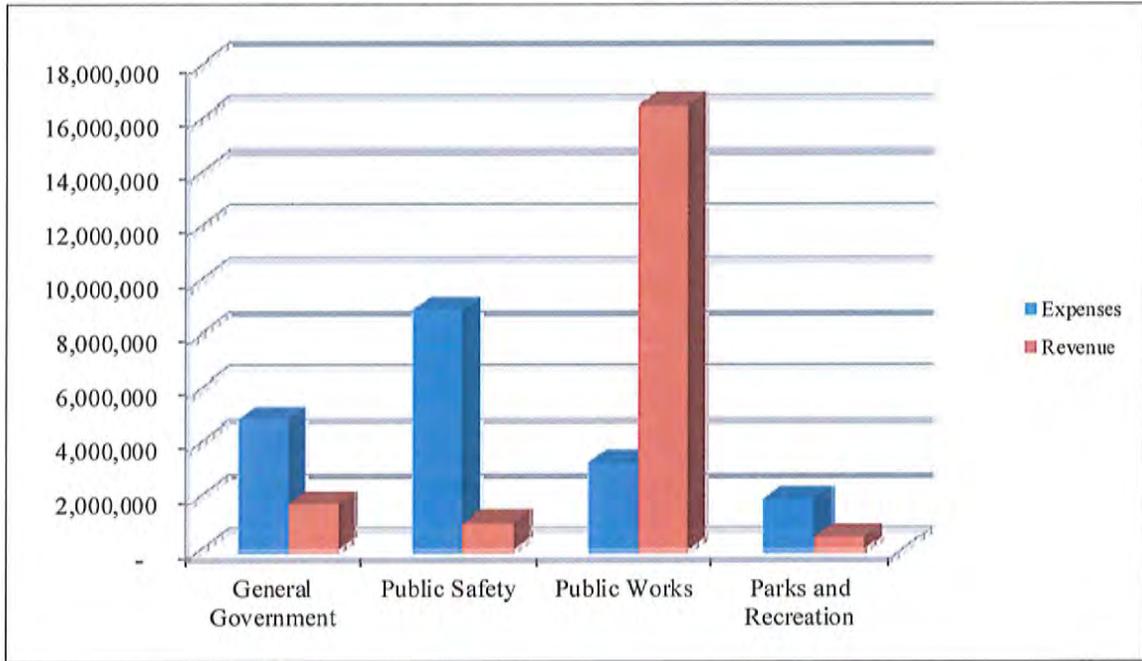
	Governmental Activities		Business-type Activities		Total	
	2013	2012	2013	2012	2013	2012
Program revenues						
Charges for services	\$ 6,724,969	\$ 4,635,036	\$ 17,360,567	\$ 16,251,608	\$ 24,085,536	\$ 20,886,644
Grants and contributions	264,410	138,693	-	-	264,410	138,693
Capital contributions	12,711,318	7,036,733	9,276,384	7,907,423	21,987,702	14,944,156
General revenues						
Property taxes	12,552,676	12,027,326	-	-	12,552,676	12,027,326
Other taxes	3,835,968	3,394,369	-	-	3,835,968	3,394,369
Interest income	14,402	70,977	13,473	109,854	27,875	180,831
Other income	46,435	47,961	28	21,000	46,463	68,961
Total revenues	<u>36,150,178</u>	<u>27,351,095</u>	<u>26,650,452</u>	<u>24,289,885</u>	<u>62,800,630</u>	<u>51,640,980</u>
Expenses						
General government	4,828,779	4,897,344	-	-	4,828,779	4,897,344
Public safety	8,916,377	8,395,681	-	-	8,916,377	8,395,681
Public works	3,217,455	2,811,994	-	-	3,217,455	2,811,994
Parks and recreation	1,878,514	1,891,799	-	-	1,878,514	1,891,799
Interest on long-term debt	1,976,905	2,010,249	-	-	1,976,905	2,010,249
Utility services	-	-	18,091,925	11,800,494	18,091,925	11,800,494
Golf course	-	-	1,385,338	1,345,920	1,385,338	1,345,920
Total expenses	<u>20,818,030</u>	<u>20,007,067</u>	<u>19,477,263</u>	<u>13,146,414</u>	<u>40,295,293</u>	<u>33,153,481</u>
Increase in net position before transfers	15,332,148	7,344,028	7,173,189	11,143,471	22,505,337	18,487,499
Transfers	875,000	(145,000)	(875,000)	145,000	-	-
Change in net position	16,207,148	7,199,028	6,298,189	11,288,471	22,505,337	18,487,499
Net position - beginning, as restated	37,097,151	29,898,123	64,552,646	53,264,175	101,649,797	83,162,298
Net position - ending	<u>\$ 53,304,299</u>	<u>\$ 37,097,151</u>	<u>\$ 70,850,835</u>	<u>\$ 64,552,646</u>	<u>\$ 124,155,134</u>	<u>\$ 101,649,797</u>

Governmental Activities

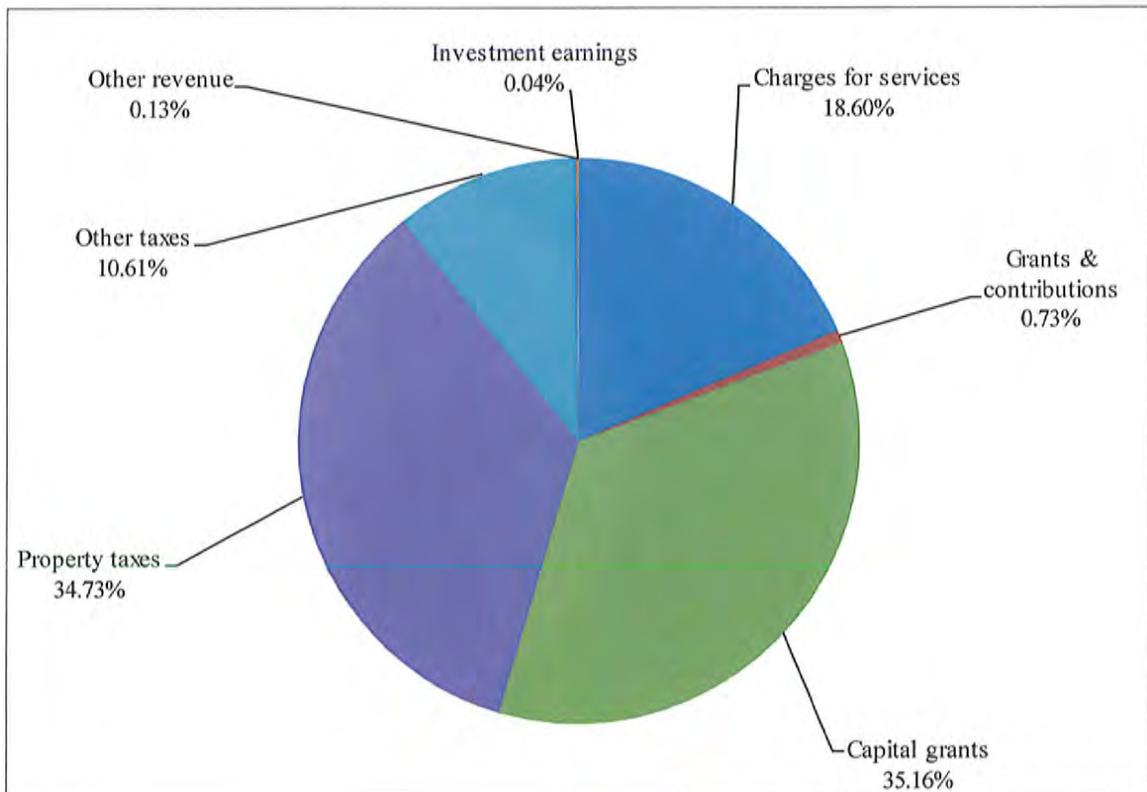
Governmental activities increased the City of Leander's net position by \$16,207,148. Key elements of this increase are as follows:

- Capital contributions provided 35.16% of the City's governmental revenues. These include streets and drainage infrastructure contributed by developers.
- Tax revenues (property, sales, and franchise fees) provided 45.33% of the City's governmental revenues. Tax revenues increased by \$966,949, or 6.27%, over 2012.
- Increases to governmental activities net position were partially offset by expenditures on two major street and drainage projects, County Glen subdivision and County Road 179, that reduced available fund balances in the capital projects fund and the traffic impact analysis fund, respectively.

Expenses and Program Revenues – Governmental Activities



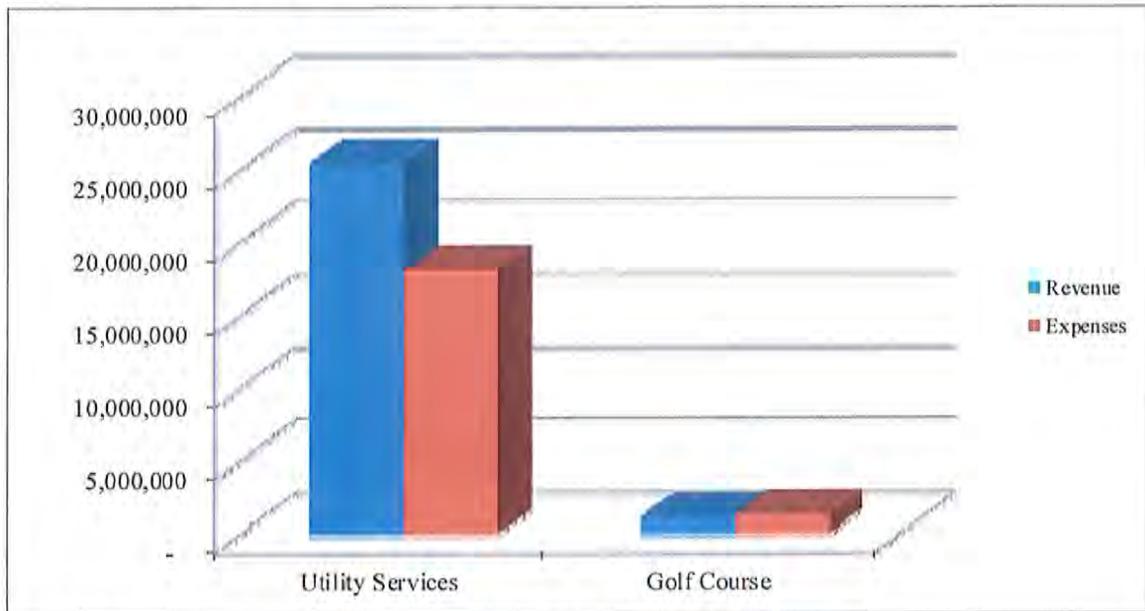
Revenues by Source – Governmental Activities



Business-type Activities

Business-type activities increased the City of Leander's net position by \$6,298,189. Key elements of this increase are as follows:

- Capital grants and contributions provided 34.81% of the City's business-type revenues. This includes water and wastewater infrastructure contributed by developers as well as water and wastewater impact fees.
- Water and sewer rates did not increase in 2013. However, future rates are sensitive to future growth rates.



FINANCIAL ANALYSIS OF THE CITY'S FUNDS

As noted earlier, the City of Leander uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental Funds

The focus on the City of Leander's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the City's financing requirements. In particular, unassigned fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

At the end of the current fiscal year, the City's governmental funds reported a combined fund balance of \$11,378,468, a decrease of \$636,724 in comparison to the prior year.

The general fund is the chief operating fund of the City of Leander. At the end of the current fiscal year, unassigned fund balance was \$7,703,556. As a measure of the general fund's liquidity, it may be useful to compare both the unassigned fund balance and total fund balance to total fund expenditures. Unassigned and total fund balance represents 47.84% and 52.39%, respectively, of general fund expenditures.

The fund balance of the City of Leander's general fund increased by \$3,495,837 during the current fiscal year. The key factors in this increase were increased sales tax revenue and building and development-related fees.

The debt service fund experienced an increase in fund balance of \$152,404 during 2013, representing an increase in fund balance of 33.69% from 2012, due to greater than anticipated property tax collections. The capital projects fund experienced a decrease in fund balance of \$3,162,878 during 2013 due to ongoing construction activities. The traffic impact analysis fund experienced a decrease in fund balance of \$1,381,443 during 2013 due to construction of a significant roadway project.

Proprietary Funds

The City of Leander’s proprietary funds provide the same type of information found in the government-wide financial statements, but in more detail.

Unrestricted net position of the utility fund at the end of the year amounted to \$10,316,522. Unrestricted net position of the golf course fund at the end of the year amounted to a deficit of \$62,370. The utility fund experienced an increase in net assets of \$6,321,377 during 2013, representing an increase in net position of 10.27% from 2012, due to capital contributions from developers and impact fees. The golf course fund experienced a decrease in net position of \$23,188 during 2013, representing a decrease in net position of 0.77% from 2012, due to depreciation expense.

General Fund Budgetary Highlights

Actual revenues were greater than budgeted revenues by \$2,562,538. This is mostly attributable to the increase in sales tax revenue as well as development-related fees exceeding projections. Actual expenditures were below final budgeted expenditures by \$445,948. This is mainly attributable to salary savings caused by several vacant positions as well as certain expenditures that were planned for but that did not occur in the current fiscal year.

Traffic Impact Analysis Fund Budgetary Highlights

Actual revenues were less than budgeted revenues by \$686,295. This is mostly attributable to the timing of contractual payments from Williamson County and Leander ISD for their contributions to the County Road 179 project. The balance of approximately \$900,000 is anticipated in fiscal year 2014. Actual expenditures were below final budgeted expenditures by \$544,053 due to the County Road 179 project that was still under construction at year end.

CAPITAL ASSET AND DEBT ADMINISTRATION

Capital Assets

The City of Leander’s investment in capital assets for its governmental and business-type activities as of September 30, 2013 amounts to \$306,119,648 (net of accumulated depreciation). This investment in capital assets includes land, buildings and improvements, infrastructure and system improvements (including streets and drainage infrastructure), and machinery and equipment.

CITY OF LEANDER’S CAPITAL ASSETS

	Governmental Activities		Business-type Activities		Total	
	2013	2012	2013	2012	2013	2012
Land	\$ 1,734,940	\$ 1,734,940	\$ 2,331,833	\$ 2,331,833	\$ 4,066,773	\$ 4,066,773
Construction in progress	23,861,622	12,465,376	6,139,780	8,052,344	30,001,402	20,517,720
Buildings and improvements	18,871,651	18,871,651	1,350,034	1,350,034	20,221,685	20,221,685
Machinery and equipment	8,148,036	7,977,727	1,654,270	1,622,887	9,802,306	9,600,614
Infrastructure and system	59,683,724	53,111,769	130,570,072	119,520,177	190,253,796	172,631,946
Less: accumulated depreciation	(19,904,531)	(17,076,759)	(19,501,783)	(16,875,766)	(39,406,314)	(33,952,525)
Total capital assets	\$ 92,395,442	\$ 77,084,704	\$ 122,544,206	\$ 116,001,509	\$ 214,939,648	\$ 193,086,213

Additional information regarding the City’s capital assets can be found in Note 5 on pages 30 – 31 of this report.

Long-term Debt

At the end of the current fiscal year, the City of Leander has total general obligation debt outstanding of \$50,050,000 and a note payable of \$565,000, which the City expects to retire through the debt service fund. The City has long-term bonded debt outstanding of \$54,857,000 and a note payable of \$11,031,313 at September 30, 2013 in the utility fund. Additional information on the City's long-term debt can be found in Note 7 on pages 32 – 36 of this report.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS AND RATES

- The City adopted a tax rate of \$0.66792 (\$0.43142 for maintenance and operations and \$0.2365 for interest and sinking) for fiscal year 2013.
- The number of water accounts increased by 553, or 5.7%, from 9,734 in 2012 to 10,287 in 2013. This trend in growth is expected to continue.
- In July 2012, the City approved ordinances consenting to the creation of three in-city Municipal Utility Districts encompassing over 2,100 acres in Travis County. The property is subject to development agreements which stipulate the required development standards and facilities that must be constructed. The agreements also contain provisions for property tax and utility impact fee rebates. Construction of the development commenced in 2013. At build-out, the development is expected to include approximately 3,000 residential units.
- In December 2013, the City approved an ordinance consenting to the creation of an in-city Municipal Utility District encompassing over 198 acres in Williamson County to be known as the Palmera Ridge Municipal Utility District. The property is subject to a development agreement which stipulates the required development standards and facilities that must be constructed. The agreement also contains provisions for utility impact fee rebates, but does not contain any property tax rebates. Construction of the development is expected in 2014. At build-out, the development is expected to include approximately 600 residential units.

REQUESTS FOR INFORMATION

This financial report is designed to provide our citizens, taxpayers, customers, investors, and creditors with a general overview of the City's finances and to show the City's accountability for the money it receives. If you have questions about this report or need additional financial information, contact Robert Powers, Finance Director, City of Leander, P.O. Box 319, Leander, Texas 78646-0319.

BASIC FINANCIAL STATEMENTS

CITY OF LEANDER, TEXAS

Statement of Net Position

As of September 30, 2013

	Primary Government		Total
	Governmental Activities	Business-type Activities	
ASSETS			
Cash and cash equivalents	\$ 12,715,364	\$ 7,356,966	\$ 20,072,330
Receivables (net of allowance)			
Taxes	946,100	-	946,100
Accounts	408,342	1,517,695	1,926,037
Interfund balances	(10,000)	10,000	-
Due from other governments	806,182	176,639	982,821
Inventory	-	31,015	31,015
Prepaid items	31,203	-	31,203
Restricted cash and cash equivalents	-	5,833,382	5,833,382
Deferred charges	760,306	536,542	1,296,848
Investment in joint venture	-	2,191,038	2,191,038
Capital assets, net:			
Nondepreciable	25,596,562	8,471,613	34,068,175
Depreciable	66,798,880	114,072,593	180,871,473
Total assets	<u>108,052,939</u>	<u>140,197,483</u>	<u>248,250,422</u>
LIABILITIES			
Accounts payable	1,486,841	590,612	2,077,453
Accrued liabilities	276,633	61,940	338,573
Accrued interest payable	243,703	491,704	735,407
Deposits and escrow	929,779	1,180,374	2,110,153
Unearned revenue	401,309	271,250	672,559
Noncurrent liabilities:			
Due within one year	2,269,771	2,274,865	4,544,636
Due in more than one year	49,140,604	64,475,903	113,616,507
Total liabilities	<u>54,748,640</u>	<u>69,346,648</u>	<u>124,095,288</u>
NET POSITION			
Net investment in capital assets	43,032,586	56,731,591	99,764,177
Restricted for capital projects	332,909	3,713,393	4,046,302
Restricted for debt service	604,818	151,699	756,517
Unrestricted	9,333,986	10,254,152	19,588,138
Total net position	<u>\$ 53,304,299</u>	<u>\$ 70,850,835</u>	<u>\$ 124,155,134</u>

The accompanying notes are an integral part of these financial statements.

CITY OF LEANDER, TEXAS
Statement of Activities
For the Year Ended September 30, 2013

<u>Functions/Programs</u>	<u>Expenses</u>	<u>Program Revenues</u>		
		<u>Charges for Services</u>	<u>Operating Grants and Contributions</u>	<u>Capital Grants and Contributions</u>
Primary government:				
Governmental activities:				
General government	\$ 4,828,779	\$ 1,687,105	\$ 13,238	\$ -
Public safety	8,916,377	761,315	249,380	-
Public works	3,217,455	4,152,505	-	12,343,540
Parks and recreation	1,878,514	124,044	1,792	367,778
Interest on long term debt	1,976,905	-	-	-
Total governmental activities	<u>20,818,030</u>	<u>6,724,969</u>	<u>264,410</u>	<u>12,711,318</u>
Business-type activities:				
Utility services	18,091,925	16,193,418	-	9,276,384
Golf course	1,385,338	1,167,149	-	-
Total business-type activities	<u>19,477,263</u>	<u>17,360,567</u>	<u>-</u>	<u>9,276,384</u>
Total primary government	<u><u>\$ 40,295,293</u></u>	<u><u>\$ 24,085,536</u></u>	<u><u>\$ 264,410</u></u>	<u><u>\$ 21,987,702</u></u>

General revenues:

- Taxes
- Property
- Sales
- Franchise
- Mixed beverage
- Interest income
- Other income
- Transfers
- Total general revenues and transfers

Change in net position

Net position - beginning, as restated
Net position - ending

The accompanying notes are an integral part of these financial statements.

Net (Expense) Revenue and Changes in Net Position		
Primary Government		
Governmental Activities	Business-type Activities	Total
\$ (3,128,436)	\$ -	\$ (3,128,436)
(7,905,682)	-	(7,905,682)
13,278,590	-	13,278,590
(1,384,900)	-	(1,384,900)
(1,976,905)	-	(1,976,905)
<u>(1,117,333)</u>	<u>-</u>	<u>(1,117,333)</u>
-	7,377,877	7,377,877
-	(218,189)	(218,189)
<u>-</u>	<u>7,159,688</u>	<u>7,159,688</u>
<u>(1,117,333)</u>	<u>7,159,688</u>	<u>6,042,355</u>
12,552,676	-	12,552,676
2,613,321	-	2,613,321
1,216,222	-	1,216,222
6,425	-	6,425
14,402	13,473	27,875
46,435	28	46,463
875,000	(875,000)	-
<u>17,324,481</u>	<u>(861,499)</u>	<u>16,462,982</u>
16,207,148	6,298,189	22,505,337
37,097,151	64,552,646	101,649,797
<u>\$ 53,304,299</u>	<u>\$ 70,850,835</u>	<u>\$ 124,155,134</u>

CITY OF LEANDER, TEXAS

Balance Sheet

Governmental Funds

As of September 30, 2013

	General Fund	Debt Service Fund	Capital Projects Fund	Traffic Impact Analysis Fund	Nonmajor Governmental Funds	Total Governmental Funds
ASSETS						
Cash and cash equivalents	\$ 9,727,691	\$ 604,817	\$ 1,307,438	\$ 387,099	\$ 688,319	\$ 12,715,364
Taxes receivable, net	898,765	47,335	-	-	-	946,100
Other receivables, net	408,342	-	-	-	-	408,342
Due from other governments	58,954	-	747,228	-	-	806,182
Prepaid items	31,203	-	-	-	-	31,203
Total assets	<u>\$ 11,124,955</u>	<u>\$ 652,152</u>	<u>\$ 2,054,666</u>	<u>\$ 387,099</u>	<u>\$ 688,319</u>	<u>\$ 14,907,191</u>
LIABILITIES						
Accounts payable	\$ 711,024	\$ -	\$ 414,319	\$ 360,943	\$ 555	\$ 1,486,841
Due to other funds	-	-	-	-	10,000	10,000
Accrued wages	242,045	-	-	-	-	242,045
Other accrued expenses	34,588	-	-	-	-	34,588
Customer deposits	-	-	-	-	250	250
Deferred revenue	778,136	47,334	-	-	-	825,470
Deposits in escrow	929,529	-	-	-	-	929,529
Total liabilities	<u>2,695,322</u>	<u>47,334</u>	<u>414,319</u>	<u>360,943</u>	<u>10,805</u>	<u>3,528,723</u>
FUND BALANCES						
Nonspendable	31,203	-	-	-	-	31,203
Restricted	-	604,818	1,640,347	-	145,297	2,390,462
Committed	694,874	-	-	26,156	531,670	1,252,700
Assigned	-	-	-	-	6,063	6,063
Unassigned	7,703,556	-	-	-	(5,516)	7,698,040
Total fund balances	<u>8,429,633</u>	<u>604,818</u>	<u>1,640,347</u>	<u>26,156</u>	<u>677,514</u>	<u>11,378,468</u>
 Total liabilities and fund balances	 <u>\$ 11,124,955</u>	 <u>\$ 652,152</u>	 <u>\$ 2,054,666</u>	 <u>\$ 387,099</u>	 <u>\$ 688,319</u>	 <u>\$ 14,907,191</u>

The accompanying notes are an integral part of these financial statements.

CITY OF LEANDER, TEXAS
 Reconciliation of the Balance Sheet of Governmental Funds
 to the Statement of Net Position
 As of September 30, 2013

Fund balances of governmental funds	\$ 11,378,468
Amounts reported for <i>governmental activities</i> in the statement of net position are different because:	
Capital assets used in governmental activities are not current financial resources and, therefore, are not reported in the governmental funds balance sheet.	92,395,442
Bonds payable and capital leases payable are not due and payable in the current period and, therefore, have not been included in the fund financial statements.	(50,670,294)
Accrued liabilities for compensated absences and net pension obligation are not due and payable in the current period and, therefore, have not been included in the fund financial statements.	(740,081)
Interest payable on long-term debt is accrued in the government-wide financial statements, whereas in the fund financial statements, interest expenditures are reported when due.	(243,703)
Bond issuance costs are recorded as expenditures when paid in the fund financial statements but are capitalized and amortized in the government-wide financial statements.	760,306
Revenues from property taxes and fines are deferred in the fund financial statements until they are considered available to fund current expenditures, but such revenues are recognized in the government-wide financial statements.	<u>424,161</u>
Net position of governmental activities	<u><u>\$ 53,304,299</u></u>

The accompanying notes are an integral part of these financial statements.

CITY OF LEANDER, TEXAS
Statement of Revenues, Expenditures, and Changes in Fund Balances
Governmental Funds
For the Year Ended September 30, 2013

	General Fund	Debt Service Fund	Capital Projects Fund	Traffic Impact Analysis Fund	Nonmajor Governmental Funds	Total Governmental Funds
REVENUES						
Taxes:						
Property tax	\$ 8,019,371	\$ 4,393,567	\$ -	\$ -	\$ 186,712	\$ 12,599,650
Franchise tax	1,216,222	-	-	-	-	1,216,222
Sales tax	2,613,321	-	-	-	-	2,613,321
Mixed beverage tax	6,425	-	-	-	-	6,425
Licenses and permits	3,808,637	-	-	129,395	367,778	4,305,810
Grant/intergovernmental	530,332	-	4,030,000	-	9,595	4,569,927
Fines and forfeitures	375,254	-	-	-	124,534	499,788
Interest income	6,154	2,700	4,167	966	415	14,402
Charges for services	1,644,622	-	-	-	61,146	1,705,768
Donations/contributions	348,823	-	48,587	1,683,403	790	2,081,603
Other income	57,114	-	-	-	-	57,114
Total revenues	<u>18,626,275</u>	<u>4,396,267</u>	<u>4,082,754</u>	<u>1,813,764</u>	<u>750,970</u>	<u>29,670,030</u>
EXPENDITURES						
Current						
General government	4,636,100	-	-	-	18,970	4,655,070
Public safety	7,931,104	-	-	-	65,186	7,996,290
Public works	1,754,359	-	5,187	-	-	1,759,546
Parks and recreation	1,429,485	-	-	-	29,548	1,459,033
Debt service						
Principal retirement	72,856	2,265,000	-	-	-	2,337,856
Interest	6,335	1,967,033	-	-	-	1,973,368
Bond issuance costs	-	11,830	-	-	-	11,830
Capital outlay	259,883	-	7,675,445	3,565,207	60,119	11,560,654
Total expenditures	<u>16,090,122</u>	<u>4,243,863</u>	<u>7,680,632</u>	<u>3,565,207</u>	<u>173,823</u>	<u>31,753,647</u>
Excess (deficiency) of revenues over expenditures	<u>2,536,153</u>	<u>152,404</u>	<u>(3,597,878)</u>	<u>(1,751,443)</u>	<u>577,147</u>	<u>(2,083,617)</u>
OTHER FINANCING SOURCES (USES)						
Debt proceeds	565,000	-	-	-	-	565,000
Proceeds from sale of assets	4,684	-	-	-	2,209	6,893
Transfers in	1,490,000	-	435,000	370,000	100,000	2,395,000
Transfers out	(1,100,000)	-	-	-	(420,000)	(1,520,000)
Total other financing sources and uses	<u>959,684</u>	<u>-</u>	<u>435,000</u>	<u>370,000</u>	<u>(317,791)</u>	<u>1,446,893</u>
Net change in fund balances	<u>3,495,837</u>	<u>152,404</u>	<u>(3,162,878)</u>	<u>(1,381,443)</u>	<u>259,356</u>	<u>(636,724)</u>
Fund balances - beginning	4,933,796	452,414	4,803,225	1,407,599	418,158	12,015,192
Fund balances - ending	<u>\$ 8,429,633</u>	<u>\$ 604,818</u>	<u>\$ 1,640,347</u>	<u>\$ 26,156</u>	<u>\$ 677,514</u>	<u>\$ 11,378,468</u>

The accompanying notes are an integral part of these financial statements.

CITY OF LEANDER, TEXAS
 Reconciliation of the Statement of Revenues, Expenditures, and Changes in
 Fund Balances of Governmental Funds to the Statement of Activities
 For the Year Ended September 30, 2013

Net change in fund balances --total governmental funds	(\$ 636,724)
Amounts reported for <i>governmental activities</i> in the statement of activities are different because:	
Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. This is the amount by which capital outlay (\$11,566,555) exceeds depreciation expense (\$2,827,772).	8,738,783
The City received street and drainage infrastructure contributed by developers.	6,571,955
Bond issuance costs are expended in the fund financial statements when paid but are capitalized and amortized in the government-wide financial statements.	(77,308)
Deferred losses on refunding and premiums are amortized over the life of the bonds in the government-wide financial statements.	7,607
Proceeds from issuance of debt are recorded as other financing sources in the fund financial statements but increase liabilities in the government-wide financial statements.	(565,000)
Principal payments on bonds payable of \$2,265,000 and principal paid on capital leases payable of \$72,856 are expenditures in the fund financial statements but are shown as reductions in long-term debt in the government-wide financial statements.	2,337,856
Additions to liabilities for compensated absences and net pension obligation are not shown in the fund financial statements. The net effect of the current year's increase is to decrease net position.	(79,614)
Interest payable on long-term debt is accrued in the government-wide financial statements, whereas in the fund financial statements, interest expenditures are reported when due. The decrease in interest accrual from 2012 to 2013 increases net position.	8,293
Revenues from property taxes and fines are deferred in the fund financial statements until they are considered available to fund current expenditures, but such revenues are recognized in the government-wide statements. The effect of recognizing deferred tax and fines revenue of \$424,161 and removing prior year's deferred tax and fines recognized of \$522,861 is to decrease net position.	(98,700)
Change in net position of governmental activities	\$ 16,207,148

The accompanying notes are an integral part of these financial statements.

CITY OF LEANDER, TEXAS
Statement of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
General Fund
For the Year Ended September 30, 2013

REVENUES	Budgeted Amounts		Actual Amounts	Variance with Final Budget
	Original	Final		
Taxes:				
Property tax	\$ 7,970,000	\$ 7,970,000	\$ 8,019,371	\$ 49,371
Franchise tax	1,150,000	1,150,000	1,216,222	66,222
Sales tax	2,150,000	2,150,000	2,613,321	463,321
Mixed beverage tax	6,500	6,500	6,425	(75)
Licenses and permits	1,235,600	1,821,400	3,808,637	1,987,237
Grants/intergovernmental	263,990	537,690	530,332	(7,358)
Fines and forfeitures	472,500	472,500	375,254	(97,246)
Interest income	6,000	6,000	6,154	154
Charges for services	1,528,467	1,526,667	1,644,622	117,955
Donations/contributions	61,500	361,500	348,823	(12,677)
Other income	67,200	61,480	57,114	(4,366)
Total revenues	<u>14,911,757</u>	<u>16,063,737</u>	<u>18,626,275</u>	<u>2,562,538</u>
EXPENDITURES				
Current				
General government	4,960,655	4,957,183	4,636,100	321,083
Public safety	7,967,645	7,933,064	7,931,104	1,960
Public works- streets/engineering	1,745,205	1,761,985	1,754,359	7,626
Parks and recreation	1,328,116	1,433,116	1,429,485	3,631
Debt service				
Principal retirement	-	206,972	72,856	134,116
Interest	-	-	6,335	(6,335)
Capital outlay	22,000	243,750	259,883	(16,133)
Total expenditures	<u>16,023,621</u>	<u>16,536,070</u>	<u>16,090,122</u>	<u>445,948</u>
Excess (Deficiency) of Revenues Over Expenditures	<u>(1,111,864)</u>	<u>(472,333)</u>	<u>2,536,153</u>	<u>3,008,486</u>
OTHER FINANCING SOURCES (USES)				
Debt proceeds	-	-	565,000	565,000
Proceeds from sale of assets	5,000	5,000	4,684	(316)
Transfers in	1,190,000	1,490,000	1,490,000	-
Transfers out	(100,000)	(1,100,000)	(1,100,000)	-
Total other financing sources and uses	<u>1,095,000</u>	<u>395,000</u>	<u>959,684</u>	<u>564,684</u>
Net change in fund balances	<u>(16,864)</u>	<u>(77,333)</u>	<u>3,495,837</u>	<u>3,573,170</u>
Fund balances - beginning	4,933,796	4,933,796	4,933,796	-
Fund balances - ending	<u>\$ 4,916,932</u>	<u>\$ 4,856,463</u>	<u>\$ 8,429,633</u>	<u>\$ 3,573,170</u>

The accompanying notes are an integral part of these financial statements.

CITY OF LEANDER, TEXAS
Statement of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
Traffic Impact Analysis Fund
For the Year Ended September 30, 2013

	<u>Budgeted Amounts</u>		<u>Actual Amounts</u>	<u>Variance with Final Budget</u>
	<u>Original</u>	<u>Final</u>		
REVENUES				
Licenses and permits	\$ -	\$ -	\$ 129,395	\$ 129,395
Interest income	-	-	966	966
Donations/contributions	2,300,000	2,500,059	1,683,403	(816,656)
Total revenues	<u>2,300,000</u>	<u>2,500,059</u>	<u>1,813,764</u>	<u>(686,295)</u>
EXPENDITURES				
Capital outlay	3,429,260	4,109,260	3,565,207	544,053
Total expenditures	<u>3,429,260</u>	<u>4,109,260</u>	<u>3,565,207</u>	<u>544,053</u>
Excess (Deficiency) of Revenues Over Expenditures	<u>(1,129,260)</u>	<u>(1,609,201)</u>	<u>(1,751,443)</u>	<u>(142,242)</u>
OTHER FINANCING SOURCES (USES)				
Transfers in	-	370,000	370,000	-
Total other financing sources and uses	<u>-</u>	<u>370,000</u>	<u>370,000</u>	<u>-</u>
Net change in fund balances	(1,129,260)	(1,239,201)	(1,381,443)	(142,242)
Fund balances - beginning	1,407,599	1,407,599	1,407,599	-
Fund balances - ending	<u>\$ 278,339</u>	<u>\$ 168,398</u>	<u>\$ 26,156</u>	<u>\$ (142,242)</u>

The accompanying notes are an integral part of these financial statements.

CITY OF LEANDER, TEXAS
Statement of Net Position
Proprietary Funds
As of September 30, 2013

	Business-type Activities - Enterprise Funds		Total Enterprise Funds
	Utility Fund	Golf Course Fund	
ASSETS			
Current assets			
Cash and cash equivalents	\$ 7,345,761	\$ 11,205	\$ 7,356,966
Accounts receivable, net	1,516,067	1,628	1,517,695
Due from other funds	10,000	-	10,000
Due from other governments	176,639	-	176,639
Inventory	-	31,015	31,015
Restricted cash and cash equivalents	5,833,382	-	5,833,382
Total current assets	<u>14,881,849</u>	<u>43,848</u>	<u>14,925,697</u>
Noncurrent assets			
Bond issuance costs, net	536,542	-	536,542
Investment in joint venture	2,191,038	-	2,191,038
Capital assets, net:			
Nondepreciable property	6,386,028	2,085,585	8,471,613
Depreciable property	113,105,491	967,102	114,072,593
Total noncurrent assets	<u>122,219,099</u>	<u>3,052,687</u>	<u>125,271,786</u>
Total assets	<u>137,100,948</u>	<u>3,096,535</u>	<u>140,197,483</u>
LIABILITIES			
Current liabilities			
Accounts payable	564,529	26,083	590,612
Accrued liabilities	42,016	19,924	61,940
Accrued interest payable	491,704	-	491,704
Customer deposits	1,180,374	-	1,180,374
Unearned revenue	271,250	-	271,250
Compensated absences payable - current	4,086	3,374	7,460
Note and bonds payable - current	2,255,246	-	2,255,246
Capital lease obligations - current	5,518	6,641	12,159
Total current liabilities	<u>4,814,723</u>	<u>56,022</u>	<u>4,870,745</u>
Noncurrent liabilities			
Net pension obligation	26,995	26,469	53,464
Compensated absences payable	36,776	30,368	67,144
Note payable	10,592,114	-	10,592,114
Bonds payable	53,761,534	-	53,761,534
Capital lease obligations	-	1,647	1,647
Total noncurrent liabilities	<u>64,417,419</u>	<u>58,484</u>	<u>64,475,903</u>
Total liabilities	<u>69,232,142</u>	<u>114,506</u>	<u>69,346,648</u>
NET POSITION			
Net investment in capital assets	53,687,192	3,044,399	56,731,591
Restricted for capital projects	3,713,393	-	3,713,393
Restricted for debt service	151,699	-	151,699
Unrestricted	10,316,522	(62,370)	10,254,152
Total net position	<u>\$ 67,868,806</u>	<u>\$ 2,982,029</u>	<u>\$ 70,850,835</u>

The accompanying notes are an integral part of these financial statements.

CITY OF LEANDER, TEXAS
Statement of Revenues, Expenses, and Changes in Fund Net Position
Proprietary Funds
For the Year Ended September 30, 2013

	Business-type Activities - Enterprise Funds		Total Enterprise Funds
	Utility Fund	Golf Course Fund	
OPERATING REVENUES			
Charges for sales and services	\$ 16,152,139	\$ 1,167,149	\$ 17,319,288
Other revenue	41,279	-	41,279
Total operating revenues	<u>16,193,418</u>	<u>1,167,149</u>	<u>17,360,567</u>
OPERATING EXPENSES			
Utility operations	12,831,979	-	12,831,979
Golf course operations	-	1,319,308	1,319,308
Depreciation and amortization	2,552,002	66,030	2,618,032
Total operating expenses	<u>15,383,981</u>	<u>1,385,338</u>	<u>16,769,319</u>
Operating income (loss)	809,437	(218,189)	591,248
NONOPERATING REVENUES (EXPENSES)			
Proceeds from the sale of assets	28	-	28
Interest income	13,472	1	13,473
Interest expense and fees	(2,707,944)	-	(2,707,944)
Total nonoperating revenue (expenses)	<u>(2,694,444)</u>	<u>1</u>	<u>(2,694,443)</u>
Income before contributions and transfers	(1,885,007)	(218,188)	(2,103,195)
Capital contributions from developers	5,517,868	-	5,517,868
Capital contributions from impact fees	3,758,516	-	3,758,516
Transfers in	290,000	195,000	485,000
Transfers out	<u>(1,360,000)</u>	<u>-</u>	<u>(1,360,000)</u>
Change in net position	6,321,377	(23,188)	6,298,189
Total net position - beginning, as restated	61,547,429	3,005,217	64,552,646
Total net position - ending	<u>\$ 67,868,806</u>	<u>\$ 2,982,029</u>	<u>\$ 70,850,835</u>

The accompanying notes are an integral part of these financial statements.

CITY OF LEANDER, TEXAS
Statement of Cash Flows
Proprietary Funds
For the Year Ended September 30, 2013

	Business-type Activities - Enterprise Funds		Total Enterprise Funds
	Utility Fund	Golf Course Fund	
CASH FLOWS FROM OPERATING ACTIVITIES			
Receipts from customers and users	\$ 16,225,593	\$ 1,167,209	\$ 17,392,802
Payments to employees	(625,346)	(585,731)	(1,211,077)
Payments to suppliers	(12,219,163)	(730,311)	(12,949,474)
Net cash provided (used) by operating activities	<u>3,381,084</u>	<u>(148,833)</u>	<u>3,232,251</u>
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES			
Transfers (to) from other funds	(1,070,000)	195,000	(875,000)
Payments to other funds	(90,913)	-	(90,913)
Net cash (used) provided by noncapital financing activities	<u>(1,160,913)</u>	<u>195,000</u>	<u>(965,913)</u>
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES			
Proceeds from the sale of assets	28	-	28
Capital contributions- impact fees and others	3,758,516	-	3,758,516
Acquisition of capital assets	(3,644,348)	(6,500)	(3,650,848)
Principal paid on long-term debt	(2,243,953)	(30,867)	(2,274,820)
Interest paid on long-term debt	(2,498,990)	-	(2,498,990)
Net cash used by capital and related financing activities	<u>(4,628,747)</u>	<u>(37,367)</u>	<u>(4,666,114)</u>
CASH FLOWS FROM INVESTING ACTIVITIES			
Interest received on pooled investments	13,472	1	13,473
Net cash provided by investing activities	<u>13,472</u>	<u>1</u>	<u>13,473</u>
Net (decrease) increase in cash and cash equivalents	(2,395,104)	8,801	(2,386,303)
Cash and cash equivalents - beginning of year	<u>15,574,247</u>	<u>2,404</u>	<u>15,576,651</u>
Cash and cash equivalents - end of the year	<u>\$ 13,179,143</u>	<u>\$ 11,205</u>	<u>\$ 13,190,348</u>
Reported as:			
Cash and cash equivalents	\$ 8,520,204	\$ 11,205	\$ 8,531,409
Restricted cash and cash equivalents	4,658,939	-	4,658,939
	<u>\$ 13,179,143</u>	<u>\$ 11,205</u>	<u>\$ 13,190,348</u>

The accompanying notes are an integral part of these financial statements.

CITY OF LEANDER, TEXAS
Statement of Cash Flows
Proprietary Funds
For the Year Ended September 30, 2013

	Business-type Activities - Enterprise Funds		Total
	Utility Fund	Golf Course Fund	Enterprise Funds
RECONCILIATION OF OPERATING INCOME TO NET CASH PROVIDED BY OPERATING ACTIVITIES:			
Operating income (loss)	\$ 809,437	\$ (218,189)	\$ 591,248
Adjustments to reconcile operating income to net cash provided by operating activities:			
Depreciation and amortization	2,552,002	66,030	2,618,032
Decrease in investment in joint venture	806,917	-	806,917
Decrease in accounts receivable	84,958	60	85,018
Increase in inventory	-	(5,774)	(5,774)
Increase in customer deposits	63,467	-	63,467
Decrease in accounts payable	(855,011)	(1,579)	(856,590)
Increase in accrued liabilities	35,564	10,619	46,183
Decrease in unearned revenue	(116,250)	-	(116,250)
Net cash provided (used) by operating activities	\$ 3,381,084	\$ (148,833)	\$ 3,232,251
 NONCASH CAPITAL AND RELATED FINANCING ACTIVITIES			
Infrastructure contributed by developers	\$ 5,517,868	\$ -	\$ 5,517,868

The accompanying notes are an integral part of these financial statements.

CITY OF LEANDER, TEXAS
Notes to the Financial Statements
Year Ended September 30, 2013

Note 1: Summary of Significant Accounting Policies

The City of Leander, Texas (the City) was incorporated in 1978 under the Provisions of the State of Texas. The City operates under a Council-Manager form of government and provides the following services: public safety (fire and police), streets, water and wastewater services, public improvements, planning and zoning, parks and recreation, and general administrative services. The financial statements of the City are prepared in accordance with generally accepted accounting principles (GAAP). The City's reporting entity applies all relevant Governmental Accounting Standards Board (GASB) pronouncements.

A. Reporting Entity

The City, for financial purposes, includes all of the funds relevant to the operations of the City. As required by generally accepted accounting principles, these financial statements present the City and all component units, when applicable, for which the City is considered to be financially accountable.

Consideration regarding the potential for inclusion of other entities, organizations, or functions in the City's financial reporting entity is based on criteria prescribed by generally accepted accounting principles. These same criteria are evaluated in considering whether the City is a part of any other governmental or other type of reporting entity. The overriding elements associated with prescribed criteria considered in determining that the City's financial reporting entity status is that of a primary government are that it has a separately elected governing body, it is legally separate, and it is financially independent of other state and local governments. Additional prescribed criteria under generally accepted accounting principles include considerations pertaining to organizations for which the primary government is financially accountable and considerations pertaining to other organizations for which the nature and significance of their relationship with the primary government are such that exclusion would cause the reporting entity's financial statements to be misleading or incomplete.

Based on these considerations, the Tax Increment Reinvestment Zone #1 (TIRZ) has been included in the City's reporting entity as a blended component unit. Additionally, as the City is considered a primary government for financial reporting purposes, its activities are not considered a part of any other governmental or other type of reporting entity.

The Tax Increment Reinvestment Zone #1 (TIRZ), a blended component unit, was created to enable the proper planning, layout, financing, and construction of public streets and roadways and water, wastewater, and drainage systems to improve traffic flow, access, and public safety, eliminate some conditions that endanger life or property, and provide facilities necessary for public safety, health, and welfare. The affairs of the District are managed by a Board of Directors composed of four directors appointed by the City Council and one director appointed by Williamson County, Texas. Additionally, the TIRZ will primarily benefit the City by constructing public streets and roadways and water, wastewater, and drainage systems within the City. Complete financial statements for the component unit may be obtained at the City's administrative office.

B. Government-Wide and Fund Financial Statements

Government-wide financial statements. The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the nonfiduciary activities of the primary government. For the most part, the effect of interfund activity has been removed from these statements. *Governmental activities*, which are normally supported by taxes and intergovernmental revenues, are reported separately from *business-type activities*, which rely to a significant extent on fees and charges to external users for support. Likewise, the primary government is reported separately from any legally separate component units for which the primary government is financially accountable.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include: 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as *general revenues*.

CITY OF LEANDER, TEXAS
Notes to the Financial Statements
Year Ended September 30, 2013

Note 1: Summary of Significant Accounting Policies – continued

Fund financial statements. Fund accounting is designed to demonstrate legal compliance and to aid financial management by segregating transactions related to certain government functions or activities. The accounts of the City are organized on the basis of funds, each of which is considered a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues, and expenditures/expenses. Separate financial statements are provided for governmental funds and proprietary funds. Major individual governmental and proprietary funds are reported as separate columns in the fund financial statements.

C. Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*, as are the proprietary fund financial statements. Revenues are recorded when earned, and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures are generally recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when the liability has matured and payment is due.

Property taxes, sales taxes, franchise taxes, interest revenue, and charges for services associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period, if available. Grant revenues are recognized only as grant expenditures are incurred to the extent that the expenditures are allowable and eligible for reimbursement. All other revenue items are considered to be measurable and available only when the City receives cash.

The City reports the following major governmental funds:

The *general fund* is the general operating fund of the City. It is used to account for all financial resources of the general government, except those required to be accounted for in another fund.

The *debt service fund* is used to account for the accumulation of resources for, and the payment of, general long-term debt principal, interest, and related costs.

The *capital projects fund* is used to account for financial resources to be used for the acquisition or construction of major capital facilities other than those financed by the proprietary fund types. Such resources are derived from proceeds of general obligation bonds or other sources of revenue specifically set aside for capital projects.

The *traffic impact analysis fund* is used to account for fees paid by developers for the impact their development will have on the City's transportation infrastructure.

Additionally, the City reports the following nonmajor governmental fund types:

The *special revenue funds* are used to account for the proceeds of specific revenue sources (other than major capital projects) that are restricted, committed or assigned to expenditures for specified purposes other than debt service or capital projects.

Enterprise funds are used to account for operations that are financed and operated in a manner similar to private business enterprises, where the intent of the governing body is that the costs (expenses, including depreciation) of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges.

CITY OF LEANDER, TEXAS
Notes to the Financial Statements
Year Ended September 30, 2013

Note 1: Summary of Significant Accounting Policies – continued

The City maintains the following major enterprise fund:

The *utility fund* accounts for the City's water and wastewater utilities, including operations, maintenance of the infrastructure, and expansion of the system within the City's service territory.

The City maintains the following nonmajor enterprise fund:

The *golf course fund* accounts for the City's golf course, including operations and maintenance of the grounds and equipment.

Proprietary funds distinguish *operating* revenues and expenses from *nonoperating* items. Operating revenues and expenses generally result from providing services in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the City's utility and golf course funds are charges to customers for sales and services. Operating expenses include cost of services and depreciation expense on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

When both restricted and unrestricted resources are available for use, it is the City's policy to use restricted resources first, and then unrestricted resources as they are needed. Additionally, the City would first use committed, then assigned, and lastly unassigned amounts of unrestricted fund balance when expenditures are made.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements. Exceptions to this general rule are charges between the City's water and sewer function and various other functions of the government. Elimination of these charges would distort the direct costs and program revenue reported for the various functions concerned.

D. Assets, Liabilities, and Net Position or Equity

Cash and cash equivalents – For purposes of the statement of cash flows for the proprietary fund types, the City considers all highly liquid investments (including restricted assets) with an original maturity of three months or less from purchase to be cash equivalents.

Investments – Investments are reported at fair value, and the changes in the fair value of investments are recognized as investment revenue.

Inventory – Inventory is valued at the lower of cost or market using the first-in/first-out (FIFO) method.

Restricted assets – Restricted assets include capital recovery fees (impact fees) that are, by law, restricted for future capital improvements, customer deposits, and assets set aside for construction of future debt funded capital improvements.

Receivables – Activity between funds that is representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as "due to/from other funds." Any residual balances outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as "internal balances."

All trade and property tax receivables are shown net of an allowance for uncollectibles. Trade accounts receivable in excess of 60 days comprise the trade accounts receivable allowance for uncollectibles. The property tax receivable allowance is based on historical collection rate percentages.

Property taxes are levied by October 1 in conformity with Subtitle E, Texas Property Tax Code. Taxes are due on receipt of the tax bill and are delinquent if not paid before February 1 of the year following the year in which imposed. On February 1 of each year, a tax lien attaches to property to secure the payment of all taxes, penalties, and interest ultimately imposed. The Williamson and Travis Central Appraisal Districts (CAD) establish appraised values.

Taxes are levied by the City Council based on the appraised values received from each CAD. The Williamson and Travis County Tax Assessors bill and collect the levied taxes.

CITY OF LEANDER, TEXAS
Notes to the Financial Statements
Year Ended September 30, 2013

Note 1: Summary of Significant Accounting Policies – continued

The City is permitted by the State of Texas to levy taxes up to \$2.50 per \$100 of assessed valuation for general government services and for the payment of principal and interest on general long-term debt. The combined current tax rate to finance general government services, including debt service, for the fiscal year ended September 30, 2013, was \$.67042 per \$100 of assessed valuation.

Joint venture – Investment in joint venture represents an equity interest in the Brushy Creek Regional Utility Authority (BCRUA), a regional water treatment and distribution system. The investment amount represents Leander's share in the joint venture's net position at September 30, 2013.

Capital assets – Capital assets, which include property, plant, equipment, and infrastructure assets, are reported in the applicable governmental or business-type activities column in the government-wide financial statements and in the fund financial statements for proprietary funds. All capital assets are valued at their historical cost or estimated historical cost if actual historical cost is not available. Contributed assets are recorded at estimated fair market value on the date received. The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend the asset lives are not capitalized. Improvements which extend asset lives are capitalized and depreciated over the useful lives of the related assets, as applicable. The City defines capital assets as assets with an original cost of \$5,000 or more and an estimated useful life of over one year. When property or equipment is retired from service or otherwise disposed of, the cost and related accumulated depreciation are removed, and any resulting gain or loss is reported in the statement of activities.

Interest is capitalized on proprietary fund assets acquired with tax-exempt debt. The amount of interest to be capitalized is calculated by offsetting interest expense incurred from the date of the borrowing until completion of the project with interest earned on invested proceeds over the same period. No interest expense was capitalized in the Utility Fund in 2013.

Public domain ("infrastructure") capital assets such as roads, bridges, streets, curbs and gutters, sewers, and drainage systems built and/or acquired beginning in fiscal year 2004 are capitalized. The value of infrastructure built and/or acquired prior to fiscal year 2004 has not been capitalized.

Depreciation is computed using the straight-line method over the estimated useful lives of the assets, which range as follows:

Buildings and Improvements	20-35 years
Utility Distribution System	50 years
Streets and Drainage Infrastructure	40 years
Equipment	5-10 years

Long-term obligations – Long-term debt and other long-term obligations are reported as liabilities in the applicable governmental or business-type activities column in the government-wide financial statements and/or in the proprietary fund type statement of net position.

Bond issuance costs – Bond premiums and discounts, as well as issuance costs, are deferred and amortized over the life of the bonds using the straight-line method, which approximates the effective interest method. Bonds payable are reported net of the applicable bond premium or discount. Bond issuance costs are reported as deferred charges and amortized over the term of the related debt.

In the fund financial statements, governmental fund types recognize bond premiums and discounts as well as bond issuance costs during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

Compensated absences – Accumulated earned but unused vacation, which is expected to be liquidated with expendable available financial resources, is reported as an expenditure and a fund liability of the governmental fund that will pay it. Amounts of accumulated vacation leave within governmental funds that are not expected to be liquidated with expendable, available financial resources are reported as a long-term liability on the statement of net position. No expenditure is reported for these amounts in the fund financial statements. Accumulated vacation leave of proprietary fund types are recorded as an expense and liability of those funds as the benefits accrue to employees.

CITY OF LEANDER, TEXAS
Notes to the Financial Statements
Year Ended September 30, 2013

Note 1: Summary of Significant Accounting Policies – continued

Fund balance – In the fund financial statements, governmental funds reported the following classifications of fund balance:

Nonspendable – Includes amounts that cannot be spent because they are either not spendable in form or are legally or contractually required to be maintained intact. At September 30, 2013, the City had \$31,203 in nonspendable fund balance for prepaid items. The City has not reported any amounts that are legally or contractually required to be maintained intact.

Restricted – Constraints placed on the use of these resources are either externally imposed by creditors (such as through debt covenants), grantors, contributors, or other governments or are imposed by law (through constitutional provisions or enabling legislation). At September 30, 2013, \$604,818 was restricted for the retirement of funded indebtedness, \$1,640,347 was restricted for capital acquisition and contractual obligation, and \$145,297 was restricted for other purposes.

Committed – Includes amounts that can be used only for the specific purposes as established by a City Council resolution or ordinance, the City's highest level of decision making authority. At September 30, 2013, the City had \$22,636 committed for the Bryson Farmstead Historical District, \$669,644 committed for vehicle and equipment reserves, \$2,594 committed for Leander clean-up, \$26,156 committed for transportation infrastructure development, \$449,606 committed for parks dedication, and \$82,064 committed for other purposes.

Assigned – Includes amounts that are intended to be used by the City for specific purposes but do not meet the criteria to be classified as restricted or committed. At September 30, 2013, the City had \$6,063 assigned for the parks special revenue fund.

Unassigned – Includes amounts that have not been assigned to other funds or restricted, committed, or assigned to a specific purpose within the general fund.

Use of estimates - The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenditures during the reporting period. Actual results could differ from those estimates.

Note 2: Stewardship, Compliance, and Accountability

Budgetary Information

Sixty days prior to the beginning of each fiscal year, the City Manager submits to the City Council a proposed budget for the fiscal year beginning on the following October 1. The operating budget includes proposed expenditures and the means of financing them. Work sessions are conducted to obtain Council Member comments, and public hearings are conducted to obtain citizen comments. The budget is legally enacted by the City Council through the adoption of an ordinance prior to the beginning of the fiscal year. The City Manager is authorized to transfer budgeted amounts between line items within a department. Any revisions that alter the total expenditures of any department must be approved by the City Council.

Formal budgetary integration is employed as a management control device during the year for all governmental and proprietary fund types. The budgets for all funds are adopted on a basis consistent with generally accepted accounting principles. Appropriations lapse at year end.

Deficit in Fund Balances

At September 30, 2013, the TIRZ #1 Fund has a deficit fund balance of \$5,516 due to the timing of revenues versus expenditures. Management intends to recover the deficit through future revenues.

CITY OF LEANDER, TEXAS
Notes to the Financial Statements
Year Ended September 30, 2013

Note 3: Deposits and Investments

Cash and Cash Investments

Cash balances for most of the City's funds are consolidated in pooled cash and investment accounts. Pooled balances include balances in demand deposits, local government investment pools, and certificates of deposit. Interest earnings are then allocated to each fund based on ending monthly pooled equity balances. Separate cash and investment accounts are maintained for interest and sinking funds (debt service).

Custodial credit risk – deposits. At September 30, 2013, all of the City's deposits were covered by federal depository insurance and pledged securities held by the City's depository agent in the City's name.

Investments

The City's investment policies and types of investments are governed by the Public Funds Investment Act (PFIA). These policies authorize the City to invest in (1) obligations of the United States or its agencies and instrumentalities, (2) certificates of deposit by state and national banks doing business in Texas that are (a) guaranteed or insured by the Federal Deposit Insurance Corporation or its successor or (b) secured by obligations in a manner and amount provided by law for deposits of the City, (3) money market mutual funds that are (a) registered and regulated by the Securities and Exchange Commission, (b) have a dollar weighted average stated maturity of 90 days or less, (c) rated AAA by at least one nationally recognized rating service, and (d) seek to maintain a net asset value of \$1.00 per share, (4) constant-dollar Texas local government investment pools which (a) meet the requirements of PFIA, (b) are rated no lower than AAA or an equivalent rating by at least one nationally recognized rating service, and (c) are authorized by resolution or ordinance by the City Council, (5) fully collateralized repurchase agreements with a bank in Texas or a primary dealer, executed under the Bond Market Master Repurchase Agreement in accordance with the PFIA not to exceed 120 days.

As of September 30, 2013, the City had the following investments:

Investment Type	Fair Value	Percentage of Total	Credit Rating	Investment Maturity Less than 1 Year
Texas Term	\$ 1,046,141	6.08%	AAAm	\$ 1,046,141
TexSTAR	2,908,443	16.90%	AAAm	2,908,443
TexPool	7,230,675	42.02%	AAAm	7,230,675
Certificate of Deposits	6,020,718	34.99%	N/A	6,020,718
Total Portfolio	\$ 17,205,977	100.00%		\$ 17,205,977

Investment pools are not categorized as to investment risk since specific securities relating to the government cannot be identified. The City utilizes the following local government investment pools for its short-term liquidity investment needs: Texas Short Term Asset Reserve Program (TexSTAR), Texas Local Government Investment Pool (TexPool), and Texas Term. The reported values of the pools are the same as the fair value of the pool shares.

Under the TexPool Participation Agreement, administrative and investment services to TexPool are provided by Federated Investors, Inc. through an agreement with the State of Texas Comptroller of Public Accounts. The State Comptroller is the sole officer, director, and shareholder of the Texas Treasury Safekeeping Trust Company authorized to operate TexPool. TexPool is subject to annual review by an independent auditor consistent with the Public Funds Investment Act. Audited financial statements of the Pool are available at First Public, 12008 Research Blvd., Austin, Texas 78759. In addition, TexPool is subject to review by the State Auditor's Office and by the Internal Auditor of the Comptroller's Office.

The Texas Short Term Asset Reserve Fund (TexSTAR) is a local government investment pool organized under the authority of the Interlocal Cooperation Act, Chapter 791, Texas Government Code, and the Public Funds Investment Act, Chapter 2256, Texas Government Code. TexSTAR is governed by a board of directors (the Board) and is co-administered by J.P. Morgan Investment Management, Inc. and First Southwest Asset Management, Inc.

CITY OF LEANDER, TEXAS
Notes to the Financial Statements
Year Ended September 30, 2013

Note 3: Deposits and Investments – continued

The Texas Term Local Government Investment Pool (TexasTERM) is a local government investment pool organized under the authority of the Interlocal Cooperation Act, Chapter 791, Texas Government Code and the Public Funds Investment Act, Chapter 2256, Texas Government Code. TexasTERM is administered by PFM Asset Management LLC, who also serves as the investment advisor.

Interest rate risk. In accordance with its investment policy, the City manages its exposure to declines in fair values by limiting the weighted average maturity of its investment portfolio to 365 days. The maximum allowable stated maturity of any individual investment owned by the City shall not exceed two years from the time of purchase.

Credit risk. State law and City policy limit investments in local government investment pools to those rated no lower than AAA or an equivalent rating by at least one nationally recognized rating service. The City's investments are rated as to credit quality as shown in the above table.

Concentration of credit risk. The City's investment policy does not limit investments in any one issuer except that the investment portfolio shall be diversified in terms of investment instruments, maturity scheduling, and continuously investing a portion of the portfolio in readily available funds such as local government investment pools.

Restricted Assets

As of September 30, 2013, the City held restricted cash and investments of \$5,833,382, for the following purposes:

Utility - construction	\$	4,501,309
Utility - customer deposits		1,180,374
Utility - debt service		<u>151,699</u>
Total restricted cash and investments	\$	<u><u>5,833,382</u></u>

Note 4: Receivables

Receivables as of September 30, 2013 for the City's individual major funds and nonmajor funds in the aggregate, including the applicable allowances for uncollectible accounts, are as follows:

	<u>General</u>	<u>Debt Service</u>	<u>Utility</u>	<u>Nonmajor</u>	<u>Total</u>
Receivables:					
Taxes	\$ 907,578	\$ 58,238	\$ -	\$ -	\$ 965,816
Accounts	<u>1,893,318</u>	<u>-</u>	<u>2,318,800</u>	<u>1,628</u>	<u>4,213,746</u>
Gross receivables	2,800,896	58,238	2,318,800	1,628	5,179,562
Less: allowance for uncollectibles	<u>(1,493,789)</u>	<u>(10,903)</u>	<u>(802,733)</u>	<u>-</u>	<u>(2,307,425)</u>
Net total receivables	<u>\$ 1,307,107</u>	<u>\$ 47,335</u>	<u>\$ 1,516,067</u>	<u>\$ 1,628</u>	<u>\$ 2,872,137</u>

CITY OF LEANDER, TEXAS
Notes to the Financial Statements
Year Ended September 30, 2013

Note 5: Capital Assets

A summary of changes in capital assets follows:

	<u>Beginning Balance</u>	<u>Additions</u>	<u>Retirements</u>	<u>Ending Balance</u>
Governmental Activities				
Capital assets, not being depreciated:				
Land	\$ 1,734,940	\$ -	\$ -	\$ 1,734,940
Construction in progress	<u>12,465,376</u>	<u>11,396,246</u>	<u>-</u>	<u>23,861,622</u>
Total capital assets not being depreciated	<u>14,200,316</u>	<u>11,396,246</u>	<u>-</u>	<u>25,596,562</u>
Capital assets, being depreciated:				
Buildings and improvements	18,871,651	-	-	18,871,651
Equipment	7,977,727	170,309	-	8,148,036
Infrastructure	<u>53,111,769</u>	<u>6,571,955</u>	<u>-</u>	<u>59,683,724</u>
Total capital assets being depreciated	<u>79,961,147</u>	<u>6,742,264</u>	<u>-</u>	<u>86,703,411</u>
Less accumulated depreciation:				
Buildings and improvements	(4,310,077)	(759,584)	-	(5,069,661)
Equipment	(4,953,159)	(657,944)	-	(5,611,103)
Infrastructure	<u>(7,813,523)</u>	<u>(1,410,244)</u>	<u>-</u>	<u>(9,223,767)</u>
Total accumulated depreciation	<u>(17,076,759)</u>	<u>(2,827,772)</u>	<u>-</u>	<u>(19,904,531)</u>
Capital assets, net	<u>\$ 77,084,704</u>	<u>\$ 15,310,738</u>	<u>\$ -</u>	<u>\$ 92,395,442</u>
	<u>Beginning Balance</u>	<u>Additions</u>	<u>Retirements</u>	<u>Ending Balance</u>
Business-type activities:				
Capital assets, not being depreciated:				
Land	\$ 2,331,833	\$ -	\$ -	\$ 2,331,833
Construction in progress	<u>8,052,343</u>	<u>3,560,737</u>	<u>(5,473,300)</u>	<u>6,139,780</u>
Total capital assets not being depreciated	<u>10,384,176</u>	<u>3,560,737</u>	<u>(5,473,300)</u>	<u>8,471,613</u>
Capital assets, being depreciated:				
Buildings and improvements	1,350,034	-	-	1,350,034
Equipment	1,622,887	31,383	-	1,654,270
Infrastructure	<u>119,520,178</u>	<u>11,049,894</u>	<u>-</u>	<u>130,570,072</u>
Total capital assets being depreciated	<u>122,493,099</u>	<u>11,081,277</u>	<u>-</u>	<u>133,574,376</u>
Less accumulated depreciation:				
Buildings and improvements	(404,836)	(53,802)	-	(458,638)
Equipment	(837,764)	(72,736)	-	(910,500)
Infrastructure	<u>(15,633,164)</u>	<u>(2,499,481)</u>	<u>-</u>	<u>(18,132,645)</u>
Total accumulated depreciation	<u>(16,875,764)</u>	<u>(2,626,019)</u>	<u>-</u>	<u>(19,501,783)</u>
Capital assets, net	<u>\$ 116,001,511</u>	<u>\$ 12,015,995</u>	<u>\$ (5,473,300)</u>	<u>\$ 122,544,206</u>

CITY OF LEANDER, TEXAS
Notes to the Financial Statements
Year Ended September 30, 2013

Note 5: Capital Assets – continued

In the government-wide financial statements, depreciation expense was charged to the City's programs as follows:

General government	\$ 78,918
Public safety	881,817
Public works	1,451,116
Parks and recreation	415,921
	<u>\$ 2,827,772</u>
Business-type Activities	
Utility services	\$ 2,559,989
Golf course	66,030
	<u>\$ 2,626,019</u>

Note 6: Interfund Activity

The City had the following due to/due from interfund account balances at September 30, 2013:

Due To Fund	Due From Fund	Amount	Purpose
Utility fund	Nonmajor governmental fund	\$ 10,000	Operating loan - current

The City had the following interfund transfer activity during the year ended September 30, 2013:

Transfer From	Transfer To	Amount	Purpose
Utility fund	General fund	\$ 1,360,000	Indirect cost recovery, debt service, and franchise fee
General fund	Traffic impact analysis fund	370,000	Subsidize capital projects
General fund	Capital projects fund	435,000	Subsidize capital projects
General fund	Nonmajor governmental fund	100,000	Subsidize capital projects
General fund	Golf course fund	195,000	Fund operating deficit
Nonmajor governmental fund	General fund	130,000	Reimburse administrative overhead
Nonmajor governmental fund	Utility fund	290,000	Subsidize capital projects
		<u>\$ 2,880,000</u>	

CITY OF LEANDER, TEXAS
Notes to the Financial Statements
Year Ended September 30, 2013

Note 7: Long-term Debt

The following is a summary of long-term debt transactions of the City for the fiscal year ended September 30, 2013:

	Balance October 1	Issued	Retirements/ Refunding	Balance September 30	Due Within One Year
Governmental activities					
Bonds	\$ 52,315,000	\$ -	\$ (2,265,000)	\$ 50,050,000	\$ 2,145,000
Premium	2,559,356	-	(158,699)	2,400,657	158,699
Deferred loss on refunding	(2,499,447)	-	151,092	(2,348,355)	(151,092)
Net bonds payable	<u>52,374,909</u>	-	<u>(2,272,607)</u>	50,102,302	2,152,607
PPFC tax pledge	-	565,000	-	565,000	78,750
Capital leases	75,848	-	(72,856)	2,992	2,992
Net pension obligation	327,337	58,528	-	385,865	-
Compensated absences	333,130	21,086	-	354,216	35,422
Total governmental activity					
Long-term liabilities	<u>\$ 53,111,224</u>	<u>\$ 644,614</u>	<u>\$ (2,345,463)</u>	<u>\$ 51,410,375</u>	<u>\$ 2,269,771</u>
Business-type Activities					
Bonds	\$ 56,610,000	\$ -	\$ (1,753,000)	\$ 54,857,000	\$ 1,776,000
Premium	1,768,303	-	(139,788)	1,628,515	139,788
Deferred loss on refunding	(1,007,675)	-	99,741	(907,934)	(99,741)
Net bonds payable	<u>57,370,628</u>	-	<u>(1,793,047)</u>	55,577,581	1,816,047
Note payable	11,457,720	-	(426,407)	11,031,313	439,199
Capital leases	109,219	-	(95,413)	13,806	12,159
Net pension obligation	41,784	11,680	-	53,464	-
Compensated absences	62,892	11,712	-	74,604	7,460
Total Business-type Activity					
Long-term liabilities	<u>\$ 69,042,243</u>	<u>\$ 23,392</u>	<u>\$ (2,314,867)</u>	<u>\$ 66,750,768</u>	<u>\$ 2,274,865</u>

For the governmental activities, the debt service fund has generally been used to liquidate general obligation bonds, and the general fund has been used to liquidate compensated absences, net pension obligation, and capital leases payable.

CITY OF LEANDER, TEXAS
Notes to the Financial Statements
Year Ended September 30, 2013

Note 7: Long-term Debt – continued

Governmental Activities

General Obligation Bonds:

A summary of Tax-Supported General Obligation Debt outstanding at September 30, 2013 follows:

\$4,245,000 Series 2005 General Obligation Refunding Bonds, due in annual installments of \$25,000 to \$350,000 through August 15, 2025; interest at 4.0% to 4.25%.	\$ 3,090,000
\$21,210,000 Series 2007 General Obligation Refunding Bonds, due in annual installments of \$1,015,000 and \$195,000 through August 15, 2017; interest at 3.95% to 4.00%.	650,000
\$4,630,000 Series 2009 Refunding Bonds, due in annual installments of \$125,000 to \$1,010,000 through August 15, 2017; interest at 3.00% to 3.25%.	3,080,000
\$20,505,000 Series 2010 General Obligation and Refunding Bonds, due in annual installments of \$265,000 to \$3,370,000 through August 15, 2030; interest at 2.00% to 4.00%.	20,505,000
\$19,165,000 (\$12,920,000 allocated to tax supported debt) Series 2012-A Refunding Bonds, due in annual installments of \$1,620,000 to \$2,070,000 through August 15, 2027; interest at 3.00% to 5.00%.	12,920,000
\$14,310,000 (\$10,875,000 allocated to tax supported debt) Series 2012 Refunding Bonds, due in annual installments of \$280,000 to \$1,170,000 through August 15, 2024; interest at 2.00% to 5.00%.	<u>9,805,000</u>
Total general obligation bonds	<u>\$ 50,050,000</u>

The annual requirements to retire general long-term debt, including interest, as of September 30, 2013 are as follows:

Year Ending September 30	General Obligation Bonds		Total Requirements
	Principal	Interest	
2014	\$ 2,145,000	\$ 1,921,886	\$ 4,066,886
2015	3,555,000	1,863,611	5,418,611
2016	4,340,000	1,740,835	6,080,835
2017	3,780,000	1,562,793	5,342,793
2018	3,955,000	1,426,143	5,381,143
2019-2023	19,575,000	4,765,185	24,340,185
2024-2028	11,745,000	1,245,613	12,990,613
2029-2033	955,000	57,600	1,012,600
Totals	<u>\$ 50,050,000</u>	<u>\$ 14,583,666</u>	<u>\$ 64,633,666</u>

The ordinances authorizing the issuance of general obligation bonds created an interest and sinking fund (debt service fund). The ordinances require the City to ascertain a rate of ad valorem tax that will be sufficient to pay the principal and interest as they become due.

CITY OF LEANDER, TEXAS
Notes to the Financial Statements
Year Ended September 30, 2013

Note 7: Long-term Debt – continued

Note Payable:

The City obtained a loan with an effective interest rate of 1.640% to purchase a new fire engine during the year ended September 30, 2013. The City shall pay the required payments in semi-annual installments over a period of seven years with the first principal and interest payment to occur on February 15, 2014. The loan is collateralized by the fire engine.

The annual requirements to retire the note payable, including interest, as of September 30, 2013 are as follows:

<u>September 30</u>	<u>Principal</u>	<u>Interest</u>	<u>Requirements</u>
2014	\$ 78,750	\$ 9,961	\$ 88,711
2015	79,396	7,974	87,370
2016	80,047	6,672	86,719
2017	80,704	5,360	86,064
2018	81,365	4,036	85,401
2019-2023	<u>164,738</u>	<u>4,058</u>	<u>168,796</u>
Total	<u>\$ 565,000</u>	<u>\$ 38,061</u>	<u>\$ 603,061</u>

Business-type Activities

Revenue Bonds:

A summary of Revenue Debt outstanding at September 30, 2013 follows:

\$2,155,000 Series 2003 Waterworks and Sewer Revenue Refunding Bonds, due in annual installments of \$75,000 to \$155,000 through February 15, 2023; interest at 4.32%.	\$ 1,175,000
\$7,150,000 Series 2010 Refunding Bonds, due in annual installments of \$745,000 to \$1,525,000 through August 15, 2020, interest 2.0% to 4.0%.	7,150,000
\$36,270,000 Series 2012 Combination Tax & Revenue Certificates of Obligation, due in annual installments of \$735,000 to \$2,190,000 through August 15, 2036; interest at 2% to 5%.	34,495,000
\$3,000,000 Series 2012 Tax Notes, due in annual installments of \$583,000 to \$617,000 through July 1, 2017; interest at 1.42%.	2,417,000
\$19,165,000 (\$6,245,000 allocated to revenue supported debt) Series 2012-A Refunding Bonds, due in annual installments of \$530,000 to \$740,000 through August 15, 2027; interest at 3.00% to 5.00%.	6,245,000
\$14,310,000 (\$3,435,000 allocated to revenue supported debt) Series 2012 Refunding Bonds, due in annual installments of \$5,000 to \$720,000 through August 15, 2024; interest at 2.00% to 5.00%.	<u>3,375,000</u>
Total revenue bonds	<u>\$ 54,857,000</u>

The revenue bonds are payable from a pledge of the surplus revenues derived from the operation of the City's combined Waterworks and Sewer system, after payment of all operation and maintenance expenses. The 2003 Waterworks and Sewer Revenue Refunding Bonds require a reserve equal to the average annual debt service requirements on the outstanding bonds, which equals \$140,925 at September 30, 2013. The City has \$151,699 in their bond reserve fund at September 30, 2013.

CITY OF LEANDER, TEXAS
Notes to the Financial Statements
Year Ended September 30, 2013

Note 7: Long-term Debt – continued

The annual requirements to retire revenue bonds, including interest, as of September 30, 2013 are as follows:

Year Ending September 30	Revenue Bonds		Total Requirements
	Principal	Interest	
2014	\$ 1,776,000	\$ 2,123,077	\$ 3,899,077
2015	2,585,000	2,061,485	4,646,485
2016	2,659,000	1,995,349	4,654,349
2017	3,007,000	1,926,769	4,933,769
2018	3,380,000	1,827,569	5,207,569
2019-2023	15,525,000	7,253,426	22,778,426
2024-2028	11,365,000	4,480,963	15,845,963
2029-2033	9,665,000	2,383,988	12,048,988
2034-2038	4,895,000	404,100	5,299,100
Total	\$ 54,857,000	\$ 24,456,726	\$ 79,313,726

Contract Revenue Debt:

During July 2009, the Brushy Creek Regional Utility Authority issued \$182 million of Contract Revenue Bonds, Series 2009, which were purchased by the Texas Water Development Board. These Bonds were issued to finance the Brushy Creek Regional Water Treatment and Distribution Project. Additional information in regards to this project can be found in the joint venture note disclosure included in these financial statements. The City is obligated to repay \$91.2 million of the Contract Revenue Bonds. The Cities of Round Rock and Cedar Park, Texas are obligated to repay the remaining \$90.8 million of the Bonds. The interest rates on these Bonds are 2.624% to 5.084%.

The contract revenue bonds are payable from a pledge of the surplus revenues derived from the operation of the City's combined Waterworks and Sewer System, after payment of all operation and maintenance expenses.

The annual requirements to retire contract revenue debt, including interest, as of September 30, 2013, are as follows:

Year Ending September 30	Contract Revenue Debt		Total Requirements
	Principal	Interest	
2014	\$ 1,000,000	\$ 4,272,361	\$ 5,272,361
2015	1,500,000	4,243,721	5,743,721
2016	1,850,000	4,197,311	6,047,311
2017	2,175,000	4,136,187	6,311,187
2018	2,290,000	4,059,975	6,349,975
2019-2023	13,390,000	18,850,793	32,240,793
2024-2028	17,295,000	15,537,708	32,832,708
2029-2033	22,335,000	10,834,316	33,169,316
2034-2038	28,845,000	4,549,417	33,394,417
Total	\$ 90,680,000	\$ 70,681,789	\$ 161,361,789

CITY OF LEANDER, TEXAS
Notes to the Financial Statements
Year Ended September 30, 2013

Note 7: Long-term Debt – continued

Note Payable:

The City joined the Brushy Creek Regional Wastewater System in 2010. The Cities of Austin, Cedar Park, and Round Rock, Texas have agreed to convey to the City of Leander the reserved capacity in the system for the purchase price of \$10,800,000. The City shall pay the required payments in annual installments over a period of 22 years with the first principal and interest payment to occur on January 31, 2013. The interest that accrues prior to the first payment will be included as principal and paid in accordance with the following maturity schedule:

Year Ending September 30	Note Payable		Total Requirements
	Principal	Interest	
2014	\$ 439,199	\$ 330,939	\$ 770,138
2015	452,375	317,763	770,138
2016	465,947	304,192	770,139
2017	479,925	290,214	770,139
2018	494,323	275,816	770,139
2019-2023	2,703,160	1,147,534	3,850,694
2024-2028	3,133,702	716,991	3,850,693
2029-2033	2,862,682	217,874	3,080,556
Total	\$ 11,031,313	\$ 3,601,323	\$ 14,632,636

Capital Leases

The City has acquired certain capital assets for governmental and business-type activities through the use of lease purchase agreements. These lease agreements qualify as capital leases for accounting purposes and, therefore, have been recorded at the present value of their future minimum lease payments as of the inception date.

Assets acquired through capital leases are as follows:

Assets	Governmental Activities	Business-type Activities
Machinery and Equipment	\$ 690,064	\$ 251,103
Less: Accumulated Depreciation	(570,642)	(96,797)
Total	\$ 119,422	\$ 154,306

The future minimum lease obligations and the net present value of these minimum lease payments as of September 30, 2013, are as follows:

Year Ended September 30	Governmental Activities	Business-type Activities
2014	\$ 3,004	\$ 12,453
2015	-	1,666
Total minimum lease payments	3,004	14,119
Less amount representing interest	(12)	(313)
Present value of minimum lease payments	\$ 2,992	\$ 13,806

CITY OF LEANDER, TEXAS
Notes to the Financial Statements
Year Ended September 30, 2013

Note 8: Retirement Plan

Plan Description

The City provides pension benefits for all of its eligible employees through a non-traditional, joint contributory, hybrid defined benefit plan in the state-wide Texas Municipal Retirement System (TMRS), an agent multiple-employer public employee retirement system. The plan provisions that have been adopted by the City are within the options available in the governing state statutes of TMRS.

TMRS issues a publicly available, comprehensive annual financial report that includes financial statements and required supplementary information (RSI) for TMRS. The report also provides detailed explanations of the contributions, benefits, and actuarial methods and assumptions used by the System. This report may be obtained from the TMRS web site at www.TMRS.com.

The plan provisions are adopted by the governing body of the City within the options available in the state statutes governing TMRS. Plan provisions for the City were as follows:

	Plan Year 2012	Plan Year 2013
Employee deposit rate	7%	7%
Matching ratio (city to employee)	2 to 1	2 to 1
Years required for vesting	5	5
Service retirement eligibility (expressed as age / years of service)	60/5, 0/20	60/5, 0/20
Updated Service Credit	100% Repeating, Transfers	100% Repeating, Transfers
Annuity Increase (to retirees)	70% of CPI Repeating	70% of CPI Repeating

Contributions

Under the state law governing TMRS, the contribution rate for each City is determined annually by the actuary, using the Projected Unit Credit actuarial cost method. This rate consists of the normal cost contribution rate and the prior service cost contribution rate, which is calculated to be a level percent of payroll from year to year. The normal cost contribution rate finances the portion of an active member's projected benefit allocated annually. The prior service contribution rate amortizes the unfunded actuarial liability over the applicable period for that City. Both the normal cost and prior service contribution rates include recognition of the projected impact of annually repeating benefits, such as Updated Service Credits and Annuity Increases.

The City contributes to the TMRS Plan at an actuarially determined rate. Both the employees and the City make monthly contributions. Since the City needs to know its contribution rate in advance for budgetary purposes, there is a one-year delay between the actuarial valuation that serves as the basis for the rate and the calendar year when the rate goes into effect. The annual pension cost and net pension obligation are as follows:

Annual required contribution (ARC)	\$	1,129,890
Interest on Net Pension obligation		25,838
Adjustment to ARC		(22,701)
Annual Pension Cost (expense)		1,133,027
Contributions made		(1,062,819)
Increase (decrease) in net pension obligation		70,208
Net Pension Obligation - as of beginning of year		369,121
Net Pension Obligation - as of end of year	\$	439,329

CITY OF LEANDER, TEXAS
Notes to the Financial Statements
Year Ended September 30, 2013

Note 8: Retirement Plan – continued

Trend Information				
For Year Ending	Annual Pension Cost	Net Employer Contribution	Percentage of APC Contributed	Net Pension Obligation
9/30/2011	\$ 994,643	\$ 888,178	89.3%	\$ 282,481
9/30/2012	1,076,931	990,291	92.0%	369,121
9/30/2013	1,133,027	1,062,819	93.8%	439,329

The required contribution rates for fiscal year 2013 were determined as part of the December 31, 2010 and 2011 actuarial valuations. Additional information as of the latest actuarial valuation, December 31, 2012, also follows:

Valuation Date	12/31/2010	12/31/2011	12/31/2012
Actuarial Cost Method	Projected Unit Credit	Projected Unit Credit	Projected Unit Credit
Amortization Method	Level Percent of Payroll	Level Percent of Payroll	Level Percent of Payroll
GASB 25 Equivalent Single Amortization Period	27.5 Years - Closed Period	26.6 Years - Closed Period	25.5 Years - Closed Period
Amortization Period for new Gains/Losses	30 years	30 years	30 years
Asset Valuation Method	10-year smoothed Market	10-year smoothed Market	10-year smoothed Market
Actuarial Assumptions:			
Investment Rate of Return*	7.0%	7.0%	7.0%
Projected Salary Increases*	Varies by age and service	Varies by age and service	Varies by age and service
* Includes Inflation at Cost-of-living Adjustments	3.0%	3.0%	3.0%
	2.1%	2.1%	2.1%

Funded Status and Funding Progress

The funded status as of December 31, 2012, the most recent actuarial valuation date, is presented as follows:

Schedule of Actuarial Liabilities and Funding Progress						
Actuarial Valuation Date	Actuarial Value of Assets	Actuarial Accrued Liability (AAL)	Funded Ratio	Unfunded AAL (UAAL)	Covered Payroll	UAAL as a Percentage of Covered Payroll
	(A)	(B)	(A)/(B)	(D) = (B) - (A)	(E)	(D)/(E)
12/31/2010	\$ 8,546,238	\$ 14,074,172	60.7%	\$ 5,527,934	\$ 8,160,788	67.7%
12/31/2011	10,253,804	15,454,276	66.3%	5,200,472	8,581,463	60.6%
12/31/2012	12,197,646	17,349,952	70.3%	5,152,306	8,962,158	57.5%

Actuarial valuations involve estimates of the value of reported amounts and assumptions about the probability of events far into the future. Actuarially determined amounts are subject to continual revision as actual results are compared to past expectations and new estimates are made about the future.

Actuarial calculations are based on the benefits provided under the terms of the substantive plan in effect at the time of each valuation and reflect a long-term perspective. Consistent with that perspective, actuarial methods and assumptions used include techniques that are designed to reduce short-term volatility in actuarial accrued liabilities and the actuarial value of

CITY OF LEANDER, TEXAS
Notes to the Financial Statements
Year Ended September 30, 2013

Note 8: Retirement Plan – continued

assets. The schedule of funding progress, presented in the above table, presents multi-year trend information about whether the actuarial value of plan assets is increasing or decreasing over time relative to the actuarial accrued liability of benefits.

Supplemental Death Benefits Fund

The City also participates in the cost sharing multiple-employer defined benefit group term life insurance plan operated by the Texas Municipal Retirement System (TMRS) known as the Supplemental Death Benefits Fund (SDBF). The City elected, by ordinance, to provide group term life insurance coverage to both current and retired employees. The City may terminate coverage under and discontinue participation in the SDBF by adopting an ordinance before November 1 of any year to be effective the following January 1.

The death benefit for active employees provides a lump sum payment approximately equal to the employee's annual salary (calculated based on the employee's actual earnings, for the 12-month period preceding the month of death). Retired employees are insured for \$7,500. This coverage is an "other postemployment benefit," or OPEB.

The City contributes to the SDBF at a contractually required rate as determined by an annual actuarial valuation. The rate is equal to the cost of providing one-year term life insurance. The funding policy for the SDBF program is to assure that adequate resources are available to meet all death benefit payments for the upcoming year. The intent is not to pre-fund retiree term life insurance during employees' entire careers. The City's contributions to the TMRS SDBF for the years ended 2013, 2012, and 2011 were \$12,296, \$13,550, and \$14,740, respectively, which equaled the required contribution each year.

Note 9: Commitments

Water System Project

On March 2, 1998, the City entered into a wholesale potable water service agreement with Brazos River Authority (BRA) and the Lower Colorado River Authority ("LCRA") acting together as the Brazos-Colorado Water Alliance (Alliance) whereby the Alliance agreed to acquire, construct, extend, enlarge, improve, expand, and replace the Water System as necessary to provide Leander on a wholesale basis potable water in an amount not to exceed 24,000 acre-feet annually. In exchange for services provided by the Alliance, Leander was unconditionally obligated to pay certain capital charges incurred by LCRA, regardless of whether or not Leander takes and uses the water provided under this contract.

These charges were to be considered operating expenses of Leander's water works and sanitary sewer systems, as LCRA and BRA intended to own and operate the Water System as capital improvements on behalf of Leander. Total charges paid in fiscal year 2013 to LCRA under this contract totaled \$2,216,457.

On January 5, 2012, the City purchased the Sandy Creek water treatment plant and related infrastructure from the LCRA. Consequently, from this date forward, the only charges paid by the City to the LCRA are for raw water, both that actually withdrawn and that remaining as stored under permit.

Brushy Creek Regional Wastewater System

In September 2009, the cities of Round Rock, Austin, and Cedar Park entered into a purchase agreement with the LCRA wherein they agreed to buy the Brushy Creek Regional Wastewater System (BCRWWS) from the LCRA. The agreement outlined the proportional share that each city would purchase of the wastewater collection and treatment system. On December 8, 2009, the three cities purchased the BCRWWS assets and entered into a master contract for the financing, construction, ownership, and operation of the BCRWWS. The master contract provided for the terms and conditions by which the cities would jointly own and operate the BCRWWS.

In June 2010, the cities of Round Rock, Austin, and Cedar Park sold a share of the BCRWWS assets for the collection system to the City of Leander, and all parties entered into the amended and restated master contract for the financing, construction, ownership, and operation of the Brushy Creek Regional Wastewater System. The joint venture agreement does not provide an explicit contractual formula for outlining the City's claim to assets. It is deemed to be a joint venture with no equity interest and, accordingly, no amounts are reported in the accompanying financial statements for equity interest.

CITY OF LEANDER, TEXAS
Notes to the Financial Statements
Year Ended September 30, 2013

Note 9: Commitments – continued

The City has capitalized its portion of cost related to the Brushy Creek Regional Wastewater System. In June 2010, the City purchased reserved capacity in the system components for the price of \$10,800,000 which was financed with a note payable to mature in fiscal year 2032. The BRA is contracted to provide operation of the system, for which each of the cities is invoiced relative to their system usage. For the fiscal year ended September 30, 2013, Leander’s share of expenses for operation of the regional facilities was \$357,333.

Economic Development Agreement

The City has entered into an economic development agreement with a shopping center. Under the terms of the agreement, the City refunds 50% of sales tax collections on sales made by the shopping center in the state of Texas. The shopping center represents approximately 16.66% of the City’s sales tax collections for the year ended September 30, 2013.

Construction Commitments

Outstanding construction commitments are as follows at September 30:

	<u>Award</u>	<u>Remaining Commitment</u>
Governmental activities		
CR 179	\$ 4,168,681	\$ 548,976
Mel Mathis Blvd	5,412,628	173,727
Old 2243 West	776,304	754,928
County Glen Drainage	2,061,454	116,398
E Crystal Falls 2B	2,233,924	2,233,924
	<u>\$ 14,652,991</u>	<u>\$ 3,827,953</u>
Business-type activities		
Hero Way Waterline	\$ 88,300	\$ 48,064
Crystal Falls EST	3,307,954	804,821
Raw Water Intake contingency	n/a- cost share	1,552,300
	<u>\$ 3,396,254</u>	<u>\$ 2,405,185</u>

Note 10: Risk Management

The City is exposed to various risks of loss related to torts, theft of, damage to, and destruction of assets, errors and omissions, injuries to employees, and other claims of various natures. These risks are covered by commercial insurance purchased from independent third parties and through Texas Municipal League Intergovernmental Risk Pool (TML-IRP), a public entity risk pool for the benefit of governmental units located within the state. TML-IRP is considered a self-sustaining risk pool that provides coverage for its members. The City’s contributions to the Pool are limited to the amount of premiums as calculated at the beginning of each fund year. Premiums reflect the claims experience to date of the City. The Pool’s liability is limited to the coverage that the City elects as stated in the Pool’s Declarations of Coverage for that fund year. The City has had no significant reduction in insurance coverage from the previous year, and claims have not exceeded coverage in the last three years.

Note 11: Joint Venture

Brushy Creek Regional Utility Authority

The City entered into an agreement dated September 2, 2008 with the Cities of Round Rock and Cedar Park, Texas, along with the Brushy Creek Regional Utility Authority for the financing, construction, and operation of the BCRUA regional water treatment and distribution project (BCRUA Project).

CITY OF LEANDER, TEXAS
Notes to the Financial Statements
Year Ended September 30, 2013

Note 11: Joint Venture - continued

In July 2009, the BCRUA issued \$182 million of Contract Revenue Bonds, which were purchased by the Texas Water Development Board. These Bonds were issued to finance the Brushy Creek Regional Water Treatment and Distribution Project in accordance with the bylaws of the BCRUA. The City is obligated to repay \$91.2 million of these Bonds, which is based on its reserved capacity of 47.22%. The Cities of Round Rock and Cedar Park, Texas are obligated to repay the remaining \$90.8 million of the Bonds. Separate financial statements of BCRUA can be obtained at 221 E. Main Street, Round Rock, Texas 78664.

The City accounts for this partnership as a joint venture. The City's equity interest is calculated in accordance with the agreement with BCRUA. The City shares in the operating results of this joint venture so the City adjusts its equity interest by the amount of its participating share of the joint venture's change in net position. Condensed financial statements for BCRUA are as follows:

Statement of Net Position
As of September 30, 2013

	BCRUA	Leander's Interest
Assets		
Cash and cash equivalents	\$ 11,200,985	\$ 5,132,513
Investments	7,738,891	6,890,001
Other current assets	459,676	424,108
Restricted investments	26,208,772	7,944,467
Deferred charges, net	770,872	379,000
Capital assets	153,566,942	74,174,575
Total Assets	199,946,138	94,944,664
Liabilities		
Accounts payable	538,922	273,392
Retainage payable	2,345,205	1,103,653
Accrued bond interest payable	1,369,716	696,581
Bonds payable	178,605,000	90,680,000
Total Liabilities	182,858,843	92,753,626
Net Position	\$ 17,087,295	\$ 2,191,038

Statement of Activities and Changes in Net Position
Year Ended September 30, 2013

	BCRUA	Leander's Interest
Operating revenues	\$ 985,682	\$ 417,465
Operating expenses	13,250,298	6,243,383
Other income	212,108	76,304
Change in Net Position	(12,052,508)	(5,749,614)
Net position, October 1, 2012	18,441,816	2,997,955
Contribution of capital, net	10,697,987	4,942,697
Net position, September 30, 2013	\$ 17,087,295	\$ 2,191,038

CITY OF LEANDER, TEXAS
Notes to the Financial Statements
Year Ended September 30, 2013

Note 12: Prior Period Adjustments

Several prior period adjustments were necessary during 2013 to properly account for the City's participation in the BCRUA Project. An adjustment was recorded to remove \$91.2 million in intangible assets and related bonds payable from the City's books for the City's contractual share of BCRUA bonds. These assets and bonds are already recorded on BCRUA's books; however, an adjustment of \$2,997,955 was proposed to record the City's investment in the BCRUA joint venture, representing the City's share of BCRUA's net position at October 1, 2012. Since the BCRUA bonds were removed from the City's books, the related accrued interest payable on these bonds was also removed, resulting in a \$702,537 increase in net position at October 1, 2012.

The City's note payable for its reserved capacity in the Brushy Creek Regional Wastewater System includes interest expense accrued in fiscal years 2011 and 2012. It was noted during the current year that the interest expense was not recognized as accrued in the applicable fiscal years. As a result, net position in the utility fund was overstated by \$657,720. A prior period adjustment was made to reduce the utility fund net position by \$657,720 at October 1, 2012 and increase the related note payable. These adjustments as summarized as follows:

	Utility Fund
Net position, as previously reported	\$ 58,504,657
Remove BCRUA capital assets	(91,180,000)
Remove BCRUA bonds payable	91,180,000
Record investment in BCRUA joint venture	2,997,955
Remove accrued interest payable	702,537
Record 2011/2012 accrued interest on BCRWWS note payable	(657,720)
Net position, as restated, October 1, 2012	\$ 61,547,429

Note 13: Subsequent Pronouncements

In March 2012, the GASB issued Statement No. 65, *Items Previously Reported as Assets and Liabilities*. This Statement establishes accounting and financial reporting standards that reclassify, as deferred outflows and inflows of resources, certain items that were previously reported as assets and liabilities and recognizes, as outflows or inflows of resources, certain items that were previously reported as assets and liabilities. This Statement reclassifies deferred amounts upon refunding of debt as deferred inflows or outflows and requires debt issuance costs to be expensed as incurred. The provisions of this Statement are effective for periods beginning after December 15, 2012.

In June 2012, the GASB issued Statement No. 68, *Accounting and Financial Reporting for Pensions, an amendment of GASB Statement 27*. This Statement requires governments providing defined benefit pension plans to recognize their long-term obligation for pension benefits as a liability on the statement of net position and to more comprehensively and comparably measure the annual costs of pension benefits. This Statement will require the City to record a liability and expense equal to their proportionate share of the collective net pension liability and expense for the TMRS plan. This Statement requires the use of the entry age normal method to be used with each period's service cost determined as a level percentage of pay and requires certain other changes to compute the pension liability and expense. This Statement also requires revised and new note disclosures and required supplementary information (RSI) to be reported by employers. The provisions of this Statement are effective for periods beginning after June 15, 2014.

The City will fully analyze the impact of these new Statements prior to the effective dates for the Statements listed above.

OTHER SUPPLEMENTARY INFORMATION

CITY OF LEANDER, TEXAS
Combining Balance Sheet
Nonmajor Governmental Funds
As of September 30, 2013

	Court Security Fund	Court Technology Fund	Parks Dedication Fund	Police Special Revenue Fund
ASSETS				
Cash and cash equivalents	\$ 28,664	\$ 24,555	\$ 449,606	\$ 37,004
Total assets	<u>\$ 28,664</u>	<u>\$ 24,555</u>	<u>\$ 449,606</u>	<u>\$ 37,004</u>
LIABILITIES				
Accounts payable	\$ -	\$ -	\$ -	\$ -
Customer deposits	-	-	-	-
Due to other funds	-	-	-	-
Total liabilities	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
FUND BALANCES				
Restricted	28,664	24,555	-	-
Committed	-	-	449,606	37,004
Assigned	-	-	-	-
Unassigned	-	-	-	-
Total fund balances	<u>28,664</u>	<u>24,555</u>	<u>449,606</u>	<u>37,004</u>
Total liabilities and fund balances	<u>\$ 28,664</u>	<u>\$ 24,555</u>	<u>\$ 449,606</u>	<u>\$ 37,004</u>

Police Forfeitures Fund	Fire Rescue Fund	Step Fund	TIRZ #1 Fund	Public Arts Fund
\$ 2,967	\$ 41,853	\$ 86,432	\$ 4,484	\$ 3,207
<u>\$ 2,967</u>	<u>\$ 41,853</u>	<u>\$ 86,432</u>	<u>\$ 4,484</u>	<u>\$ 3,207</u>
\$ -	\$ -	\$ -	\$ -	\$ -
-	-	-	-	-
-	-	-	10,000	-
-	-	-	<u>10,000</u>	-
2,967	-	86,432	-	-
-	41,853	-	-	3,207
-	-	-	-	-
-	-	-	(5,516)	-
<u>2,967</u>	<u>41,853</u>	<u>86,432</u>	<u>(5,516)</u>	<u>3,207</u>
<u>\$ 2,967</u>	<u>\$ 41,853</u>	<u>\$ 86,432</u>	<u>\$ 4,484</u>	<u>\$ 3,207</u>

CITY OF LEANDER, TEXAS
Combining Balance Sheet
Nonmajor Governmental Funds - Continued
As of September 30, 2013

	CID/HRT Fund	Hotel Occupancy Fund	Parks Special Revenue Fund	Total Nonmajor Governmental Funds
ASSETS				
Cash and cash equivalents	\$ 2,206	\$ 473	\$ 6,868	\$ 688,319
Total assets	<u>\$ 2,206</u>	<u>\$ 473</u>	<u>\$ 6,868</u>	<u>\$ 688,319</u>
LIABILITIES				
Accounts payable	\$ -	\$ -	\$ 555	\$ 555
Customer deposits	-	-	250	250
Due to other funds	-	-	-	10,000
Total liabilities	<u>-</u>	<u>-</u>	<u>805</u>	<u>10,805</u>
FUND BALANCES				
Restricted	2,206	473	-	145,297
Committed	-	-	-	531,670
Assigned	-	-	6,063	6,063
Unassigned	-	-	-	(5,516)
Total fund balances	<u>2,206</u>	<u>473</u>	<u>6,063</u>	<u>677,514</u>
Total liabilities and fund balances	<u>\$ 2,206</u>	<u>\$ 473</u>	<u>\$ 6,868</u>	<u>\$ 688,319</u>

CITY OF LEANDER, TEXAS
Combining Statement of Revenues, Expenditures, and Changes in Fund Balances
Nonmajor Governmental Funds
For the Year Ended September 30, 2013

	Court Security Fund	Court Technology Fund	Parks Dedication Fund	Police Special Revenue Fund
REVENUES				
Taxes	\$ -	\$ -	\$ -	\$ -
Licenses, permits and fees	-	-	367,778	-
Intergovernmental	-	-	-	-
Fines and forfeitures	11,179	14,904	-	-
Charges for services	-	-	-	16,105
Contributions	-	-	38	-
Interest	13	8	140	14
Total revenues	<u>11,192</u>	<u>14,912</u>	<u>367,956</u>	<u>16,119</u>
EXPENDITURES				
Current				
General government	-	-	-	-
Public safety	6,130	8,054	-	1,225
Parks and recreation	-	-	4,527	-
Capital outlay	-	-	60,119	-
Total expenditures	<u>6,130</u>	<u>8,054</u>	<u>64,646</u>	<u>1,225</u>
Excess (deficiency) of revenues over (under) expenditures	<u>5,062</u>	<u>6,858</u>	<u>303,310</u>	<u>14,894</u>
OTHER FINANCING SOURCES (USES)				
Proceeds from the sale of assets	-	-	-	-
Transfers in	-	-	100,000	-
Transfers out	-	-	-	-
Total other financing sources and uses	<u>-</u>	<u>-</u>	<u>100,000</u>	<u>-</u>
Net change in fund balances	5,062	6,858	403,310	14,894
Fund balances - beginning	<u>23,602</u>	<u>17,697</u>	<u>46,296</u>	<u>22,110</u>
Fund balances - ending	<u>\$ 28,664</u>	<u>\$ 24,555</u>	<u>\$ 449,606</u>	<u>\$ 37,004</u>

Police Forfeitures Fund	Fire Rescue Fund	Step Fund	TIRZ #1 Fund	Public Arts Fund
\$ -	\$ -	\$ -	\$ 186,712	\$ -
-	-	-	-	-
-	-	-	-	-
-	-	98,451	-	-
-	16,636	-	-	-
-	-	-	-	752
2	17	26	190	2
<u>2</u>	<u>16,653</u>	<u>98,477</u>	<u>186,902</u>	<u>754</u>
-	-	-	9,336	-
550	2,429	46,798	-	-
-	-	-	-	2,677
-	-	-	-	-
<u>550</u>	<u>2,429</u>	<u>46,798</u>	<u>9,336</u>	<u>2,677</u>
(548)	14,224	51,679	177,566	(1,923)
-	-	-	-	-
-	-	-	-	-
-	-	-	(420,000)	-
-	-	-	(420,000)	-
(548)	14,224	51,679	(242,434)	(1,923)
<u>3,515</u>	<u>27,629</u>	<u>34,753</u>	<u>236,918</u>	<u>5,130</u>
<u>\$ 2,967</u>	<u>\$ 41,853</u>	<u>\$ 86,432</u>	<u>(\$ 5,516)</u>	<u>\$ 3,207</u>

CITY OF LEANDER, TEXAS
Combining Statement of Revenues, Expenditures, and Changes in Fund Balances
Nonmajor Governmental Funds - Continued
For the Year Ended September 30, 2013

	CID/HRT Fund	Hotel Occupancy Fund	Parks Special Revenue Fund	Total Nonmajor Governmental Funds
REVENUES				
Taxes	\$ -	\$ -	\$ -	\$ 186,712
Licenses, permits and fees	-	-	-	367,778
Intergovernmental	9,595	-	-	9,595
Fines and forfeitures	-	-	-	124,534
Charges for services	-	-	28,405	61,146
Contributions	-	-	-	790
Interest	1	-	2	415
Total revenues	<u>9,596</u>	<u>-</u>	<u>28,407</u>	<u>750,970</u>
EXPENDITURES				
Current				
General government	9,634	-	-	18,970
Public safety	-	-	-	65,186
Parks and recreation	-	-	22,344	29,548
Capital outlay	-	-	-	60,119
Total expenditures	<u>9,634</u>	<u>-</u>	<u>22,344</u>	<u>173,823</u>
Excess (deficiency) of revenues over (under) expenditures	<u>(38)</u>	<u>-</u>	<u>6,063</u>	<u>577,147</u>
OTHER FINANCING SOURCES (USES)				
Proceeds from the sale of assets	2,209	-	-	2,209
Transfers in	-	-	-	100,000
Transfers out	-	-	-	(420,000)
Total other financing sources and uses	<u>2,209</u>	<u>-</u>	<u>-</u>	<u>(317,791)</u>
Net change in fund balances	2,171	-	6,063	259,356
Fund balances - beginning	<u>35</u>	<u>473</u>	<u>-</u>	<u>418,158</u>
Fund balances - ending	<u>\$ 2,206</u>	<u>\$ 473</u>	<u>\$ 6,063</u>	<u>\$ 677,514</u>

SINGLE AUDIT SECTION

Independent Auditor's Report on Internal Control over Financial Reporting
and on Compliance and Other Matters Based on an Audit of Financial Statements
Performed in Accordance with *Government Auditing Standards*

The Honorable Mayor
and Members of the City Council
City of Leander, Texas

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Leander, Texas (the City), as of and for the year ended August 31, 2013, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated February 11, 2014.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Davis Kinard & Co, PC
Certified Public Accountants

Abilene, Texas
February 11, 2014

Independent Auditor's Report on Compliance for Each Major Program
and on Internal Control over Compliance Required by OMB Circular A-133

The Honorable Mayor
and Members of the City Council
City of Leander, Texas

Report on Compliance for Each Major Federal Program

We have audited the City of Leander, Texas', (the City) compliance with the types of compliance requirements described in the *OMB Circular A-133 Compliance Supplement* that could have a direct and material effect on each of the City's major federal programs for the year ended September 30, 2013. The City's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of the City's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the City's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the City's compliance.

Opinion on Each Major Federal Program

In our opinion, the City complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2013.

Report on Internal Control Over Compliance

Management of the City is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the City's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the City's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Accordingly, this report is not suitable for any other purpose.

Dennis Kinard & Co., PC
Certified Public Accountants

Abilene, Texas
February 11, 2014

CITY OF LEANDER, TEXAS
Schedule of Expenditures of Federal Awards
Year Ended September 30, 2013

<u>Grantor/Program Title</u>	<u>CFDA Number</u>	<u>Grant Number</u>	<u>Federal Expenditures</u>
<u>U.S. Department of Transportation:</u>			
Passed Through Texas Department of Transportation:			
Federal Highway Administration:			
Highway Planning and Construction			
STP Metropolitan Mobility Project	20.205	CSJ 0914-05-149	\$ <u>4,030,000</u>
Total Department of Transportation			<u>4,030,000</u>
 <u>U.S. Department of Homeland Security:</u>			
Direct:			
Federal Emergency Management Agency			
Assistance to Firefighters Grant Program:			
Staffing for Adequate Fire/Emergency Response	97.083	EMW-2012-FH-00246	<u>90,207</u>
 Passed through Texas Department of Public Safety			
Division of Emergency Management:			
Fire Management Assistance Grant	97.046	FM 2922, 2949, 2963	<u>187,275</u>
Total Passed through Texas Department of Public Safety			<u>187,275</u>
Total Department of Homeland Security			<u>277,482</u>
Total Federal Awards			<u>\$ 4,307,482</u>

CITY OF LEANDER, TEXAS
Notes to the Schedule of Expenditures of Federal Awards
Year Ended September 30, 2013

Note 1: Reporting Entity

The Schedule of Expenditures of Federal Awards ("Schedule") presents the activity of all applicable federal awards of the City. The City's reporting entity is defined in Note 1 of the basic financial statements. Federal awards passed through other governmental agencies are included on the Schedule of Expenditures of Federal Awards.

Note 2: Basis of Accounting

The Schedule is prepared on the modified accrual basis of accounting. The modified accrual basis of accounting is described in Note 1 of the basic financial statements. Federal grants are considered to be earned to the extent of expenditures made under the provisions of the grant, and accordingly, when such funds are received, they are recorded as deferred revenue until earned.

The information in this schedule is presented in accordance with the requirements of OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of, the basic financial statements.

Note 3: Relationship to Federal Financial Reports

The information included in the Schedule may not fully agree with other federal award reports that the City submits to granting agencies because, among other reasons, the award reports may be prepared for a different fiscal period and may include cumulative (from prior years) data rather than data for the current year only.

CITY OF LEANDER, TEXAS
Schedule of Findings and Questioned Costs
Year Ended September 30, 2013

A. Summary of Auditor's Results

1. Type of auditor's report issued on the financial statements: Unmodified
2. No significant deficiencies required to be reported in this schedule were disclosed in the audit of the financial statements.
3. Noncompliance which is material to the financial statements: None
4. No significant deficiencies required to be reported in this schedule were disclosed in the audit of the major programs.
5. Type of auditor's report on compliance for major programs: Unmodified
6. Did the audit disclose findings which are required to be reported under Sec. 510(a): No
7. Major programs include:
 CFDA 20.205 Highway Planning and Construction
8. Dollar threshold used to distinguish between Type A and Type B programs: \$300,000
9. Low risk auditee: No

B. Findings Related to the Financial Statements

None

C. Findings and Questioned Costs Related to the Federal Award Programs

None

CITY OF LEANDER, TEXAS
Schedule of Prior Audit Findings
Year Ended September 30, 2013

A Single Audit was not required in the prior year.

February 11, 2014

To the Honorable Mayor and
Members of the City Council
City of Leander, Texas

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Leander, Texas (the City) for the year ended September 30, 2013. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, *Government Auditing Standards*, and OMB Circular A-133, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated September 7, 2013. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the City are described in Note 1 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during 2013. We noted no transactions entered into by the governmental unit during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the City's financial statements were:

Management's estimate of the future useful lives of capital assets is based on knowledge and experience about past and current events and assumptions about future events. We evaluated the key factors and assumptions used to develop the future useful lives of capital assets in determining that they are reasonable in relation to the financial statements taken as a whole.

Management's estimate of the net pension obligation for TMRS is based on actuarial methods and assumptions provided by third party actuaries. We evaluated the key factors and assumptions used to develop the net pension obligation for TMRS in determining that it is reasonable in relation to the financial statements taken as a whole.

Management's estimate of the allowance for uncollectible receivables is based on knowledge and experience with past collectability of receivables. We evaluated the key factors and assumptions used to develop the allowance for uncollectible receivables in determining that it is reasonable in relation to the financial statements taken as a whole.

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting the financial statements were:

The disclosure of the TMRS defined benefit retirement plan in Note 8 to the financial statements. Information for this disclosure is provided by TMRS. The amounts are based on actuarial estimates provided by a third party.

The disclosure of deposit and investment risks in Note 3

The disclosure of long-term debt in Note 7

The disclosure of commitments in Note 9

The disclosure of joint venture in Note 11

The disclosure of prior period adjustments in Note 12

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit. Management of the City did a commendable job in preparing for the audit. They prepared the requested schedules and documents in a timely manner and were available for questions at all times.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. An attached schedule summarizes misstatements of the financial statements that were corrected by management.

An attached schedule summarizes uncorrected misstatements of the financial statements. Management has determined that their effects are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated February 11, 2014.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the governmental unit's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the City's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

With respect to the supplementary information accompanying the financial statements, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

This information is intended solely for the use of the Mayor, the City Council, and management of the City of Leander, Texas and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

Dennis Kinard & Co., PC

Certified Public Accountants

City of Leander
Schedule of Corrected Misstatements
September 30, 2013

Account No.	Account Description	Debit	Credit
(1) To roll utility fund net position			
20-00-2335	Bond Issuance Premium	4,558	
20-00-2601	Deferred Loss on Bond Ref	302,698	
20-00-3100	Fund Balance Unassigned		307,256
		<u>307,256</u>	<u>307,256</u>
(2) To adjust municipal court receivable, allowance, and deferred revenue			
01-00-1330	Municipal Court Receivable	24,891	
01-00-2593	Deferred Revenue - Court	51,725	
01-00-1101	Allowance for Doubtful Accounts - Court		76,616
		<u>76,616</u>	<u>76,616</u>
(3) To record amortization of bond issuance costs, deferred loss, and bond issuance premiums			
20-00-2335	Bond Issuance Premium	139,788	
20-00-1095	Accumulated Amortization		32,060
20-00-2601	Deferred Loss on Bond Ref		99,741
20-04-5905	Amortization Expense		7,987
		<u>139,788</u>	<u>139,788</u>
(4) To adjust accrued interest on long-term debt			
20-00-2220	Accrued Interest Payable	493,583	
20-04-5600	Interest Expense	208,954	
20-00-3100	Fund Balance Unassigned		702,537
		<u>702,537</u>	<u>702,537</u>
(5) To adjust property tax receivable, allowance, and deferred revenue per confirmations			
01-00-1100	Allowance for Uncollectible Taxes	952	
01-00-1133	Deferred Taxes	25,723	
80-00-1100	Allowance for Uncollectible Taxes	4,926	
80-00-1133	Deferred Taxes	21,251	
01-00-1500	Tax Receivable - Delinquent		26,676
80-00-1500	Tax Receivable - Delinquent		26,176
		<u>52,852</u>	<u>52,852</u>
(6) To adjust net pension obligation			
05-01-5188	TMRS	4,581	
20-01-5188	TMRS	7,099	
05-00-2556	Net Pension Obligation		4,581
20-00-2556	Net Pension Obligation		7,099
		<u>11,680</u>	<u>11,680</u>
(7) To adjust capital lease expense			
01-41-5405	Automobiles	75,147	
01-50-5465	Minor Equipment	26,440	
01-41-7000	Vehicles		75,147
01-50-7305	Capital Lease - Fire Vehicles		26,440
		<u>101,587</u>	<u>101,587</u>

City of Leander
 Schedule of Corrected Misstatements
 September 30, 2013

Account No.	Account Description	Debit	Credit
(8) To post a prior period adjustment to accrue two years of interest expense on BCRWWS note payable			
20-00-3100	Fund Balance Unassigned	657,720	
20-00-1903	BCRWWS Joint Venture		657,720
		<u>657,720</u>	<u>657,720</u>
(9) To properly record net investment in BCRUA joint venture and remove related assets/debt from City's books			
20-00-1900	BCRUA Joint Venture	2,191,038	
20-00-2914	Bond Payable BCRUA	90,680,000	
20-04-9006	Transfer to BCRUA Debt Service	500,000	
20-04-9006	Transfer to BCRUA Debt Service	806,917	
20-00-1900	BCRUA Joint Venture		91,180,000
20-00-3100	Fund Balance Unassigned		2,997,955
		<u>94,177,955</u>	<u>94,177,955</u>

City of Leander, Texas
 Schedule of Uncorrected Misstatements
 September 30, 2013

Account No.	Account Description	Debit	Credit
(1) To book rebate of sales tax in correct fiscal year			
01-00-3100	Fund Balance Unassigned	54,230	
01-53-5747	Gateway Shopping Center Rebate	7,632	
01-00-2112	Accounts Payable Adjustment		61,862
		<u>61,862</u>	<u>61,862</u>
(2) To record accrued interest on CDs			
01-00-1110	Claim on Pooled Cash - General	18,287	
20-00-1110	Claim on Pooled Cash - Utilities	11,062	
01-00-4449	Interest Income		18,287
20-00-4449	Interest Income		11,062
		<u>29,349</u>	<u>29,349</u>



**MINUTES
REGULAR CITY COUNCIL
CITY OF LEANDER, TEXAS**



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

Thursday ~ February 6, 2014 at 7:00 PM

Mayor – Christopher Fielder

Place 1 – Andrea Navarrette

Place 4 – Ron Abruzzese

Place 2 – Kirsten Lynch

Place 5 – Jason Dishongh (Mayor Pro Tem)

Place 3 – Simon Garcia

Place 6 – David Siebold

City Manager – Kent Cagle

1. Open meeting, Invocation, Pledges of Allegiance
Mayor Fielder opened the meeting at 7:00 pm and welcomed those in attendance
Council Member Lynch delivered the invocation
2. Roll Call
All present
3. Staff Comments: Chief Greg Minton - Police Recognition for National Night Out
Chief Minton recognized Officer David Fritz for his hard work in organizing 2013 National Night Out

Fire Chief Gardner gave a weather update to the council regarding possible icy conditions for the next morning
4. Citizen Comments: Three (3) minutes allowed per speaker
Please turn in speaker request form before the meeting begins.

No citizen comments
5. Proclamation recognizing "American Heart Association's Go Red For Women" month in the City of Leander.
Sponsored by Mayor Fielder and Mayor Pro Tem Dishongh
Council Member Garcia read the Proclamation and it was presented to Christina Ortiz with the American Heart Association
6. Proclamation recognizing "Black History Month" in the City of Leander
Sponsored by Mayor Fielder
Eric Zeno, Economic Development Manager explained and announced that the City of Leander will hold the First Annual Black History Month Celebration on Tuesday, February 18, 2014 at Hill Country Bible Church in Leander
Mayor Pro Tem Dishongh read the Proclamation and presented it to Eric Zeno
7. Receive presentation from Carma concerning ride sharing/car pooling technology for use on 183A
Sponsored by Council Member Siebold
A presentation was given by Lauren Albright, Community Manager with Carma

CONSENT AGENDA: ACTION

8. Approval of the minutes: January 16, 2014
9. Consider Liberty Fest Site Use Permit Agreement with Austin Community College
10. Consider Acceptance of Subdivision Infrastructure Improvements for The Bluffs at Crystal Falls: Section 2 - Phase 2B
Motion made by Mayor Pro Tem Dishongh to approve. Second by Council Member Garcia. Motion passes, all voting "aye"

PUBLIC HEARING: ACTION

11. a. **Public Hearing** on Subdivision Variance #13-VA-005: a request for a Variance to Article III, Section 42(e) of the Subdivision Ordinance regarding sidewalk requirements for the property located at 23216 A Nameless Road, Travis County, Texas
Applicant: Eric Scheibe on behalf of Darrell T & Jo L. Leslie, Phillip & Cindy Jackson and Bill Doan
Robin Griffin, Senior Planner explained

No speakers

- b. **Action** on Subdivision Variance #13-VA-005: request for a variance to Article III, Section 42(e), of the Subdivision Ordinance

Motion made by Mayor Pro Tem Dishongh to approve the variance based on the Findings of Fact. Second by Council Member Garcia

An individual vote was taken:

**Mayor Fielder – in favor of approval
Council Member Navarrette – in favor of approval
Council Member Lynch – in favor of approval
Council Member Garcia – in favor of approval
Council Member Abruzzese – in favor of approval
Mayor Pro Tem Dishongh – in favor of approval
Council Member Siebold – in favor of approval**

Motion passes with all Council Members voting in favor of the variance.

12. a. **Public Hearing** on Ordinance Case #13-OR-005: amending sections of Article 14.200, the Composite Zoning Ordinance, to change the title of the LI, Light Industrial use component to HC, Heavy Commercial, to add screening provisions for outdoor commercial fueling, and to modify the LI, Light Industrial (proposed HC, Heavy Commercial) and HI, Heavy Industrial Use Components
Robin Griffin, Senior Planner explained

No speakers

- b. **Action** on Ordinance Case # 13-OR-005: amendments to sections of Article 14.200, the Composite Zoning Ordinance, to change the title of the LI, Light Industrial use component to HC, Heavy Commercial, to add screening provisions for outdoor commercial fueling, and to modify the LI, Light Industrial (proposed HC, Heavy Commercial) and HI, Heavy Industrial Use Components

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

Council Member Lynch suggested that the Light Industrial Zoning Component not be eliminated

13. a. **Public Hearing** on Zoning Case #13-Z-018: rezoning of a parcel located at 11350 Old 2243 W for 4.57 acres, more or less, from LI-4-D, Light Industrial to PUD, Planned Unit Development, Leander, Williamson County, Texas
Applicant: Blake Rue on behalf of Leander 2243 Investments, LLC
Robin Griffin, Senior Planner explained

No speakers

- b. **Action** on Zoning Case #13-Z-018: amending Ordinance #05-018, the Composite Zoning Ordinance for a parcel located at 11350 Old 2243 W, Leander, Williamson County, Texas

Colby Dennison, Developer with Merritt Communities explained the project

Motion made by Council Member Siebold to recommend approval with the understanding that council will receive the architectural front elevations and confirmation from staff that the percentage of stonework required is met based on the recommendation from the Planning & Zoning Commission requiring that 55% of the required 85% masonry be stone or brick and that the site plan is conceptual at this point and pending verification from staff. Second by Council Member Navarrette. Motion passes, all voting "aye"

14. a. **Public Hearing** on Zoning Case #13-Z-029: rezoning of a tract of land located approximately 300 feet west of 183A and adjacent to the north extension of Woodview Drive, approximately 38.9 acres, more or less from MF-2-A, Multi-Family, GC-3-A, General Commercial, SFS-2-B, Single Family Suburban, and SFR-1-B, Single Family Rural to SFU-2-B, Single Family Urban, MF-2-A, Multi-Family and GC-3-A, General Commercial, Leander, Williamson County, Texas
Robin Griffin, Senior Planner explained

No speakers

- b. **Action** on Zoning Case #13-Z-029: amending Ordinance #05-018, the Composite Zoning Ordinance for a parcel located approximately 300 feet west of 183A and adjacent to the north extension of Woodview Drive, Leander, Williamson County, Texas

Motion made by Council Member Siebold to approve with P & Z recommendation. Second by Council Member Garcia. Motion passes, all voting "aye"

REGULAR AGENDA

15. Consider an agreement to terminate the development agreement with Sixth Street Capital Investors, L.P., and Devine Land Investments, LLC, originally approved January 15, 2009.
Kent Cagle, City Manager explained
- Motion made by Council Member Siebold to approve. Second by Council Member Navarrette. Motion passes, all voting "aye"**
16. Consider a License Agreement with Taylor Morrison for the installation and maintenance of landscaping, irrigation, and signage within the City right-of-way
Robin Griffin, Senior Planner explained
- Motion made by Council Member Navarrette to approve. Second by Council Member Siebold. Motion passes, all voting "aye"**
17. Consider the renaming of a portion of County Road 290
Kent Cagle, City Manager explained

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

18. Consider an Ordinance setting Speed Limits for Journey Parkway (Formerly CR179)
Wayne Watts, City Engineer explained

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

19. Consider Change Order for Leander "T" Retention Pond #1
Wayne Watts, City Engineer explained

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

20. Consider change in recycling services, rates and extension of Solid Waste Contract with Clawson Disposal
Kent Cagle, City Manager explained

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

21. Consider appointment to the Veterans Park Committee
Mayor Fielder explained

**Motion made by Mayor Fielder to appoint Louisa Jones to the Veterans Park Committee.
Second by Council Member Navarrette. Motion passes, all voting "aye"**

EXECUTIVE SESSION

22. Convene into executive session pursuant to Section 551.071, Texas Government Code and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding the City's water and sewer service area and Chisholm Trail SUD's application to sell facilities and transfer CCN No. 11590 to the City of Georgetown

**Council convened into executive session at 8:25 pm
Council reconvened into open session at 8:52 pm**

23. Reconvene into open session to take action regarding the City's water and sewer service area and Chisholm Trail SUD's application to sell facilities and transfer CCN No. 11590 to the City of Georgetown

**Motion made by Mayor Pro Tem Dishongh to authorize, confirm and confirm and ratify and approve filing of protest and participating in protested proceedings on STM applicant.
Second by Council Member Navarrette. Motion passes, all voting "aye"**

Motion made by Mayor Pro Tem Dishongh to authorize City Attorney and Special Counsel to seek decertification of areas in city limits and Chisholm CCN under Section 13.255, Water Code. Second by Council Member Navarrette. Motion passes, all voting "aye"

24. Authorize filing an application with the TCEQ amending the City's water and sewer CCN
Motion made by Mayor Pro Tem Dishongh to approve the time deemed by legal counsel for filing an application with the TCEQ amending the City's water and sewer CCN. Second by Council Member Navarrette. Motion passes, all voting "aye"

25. Consider Memorandum of Agreement with Barkley Wedemeyer
**Motion made by Mayor Pro Tem Dishongh to approve. Second by Council Member Garcia.
Motion passes, all voting "aye"**

26. Consider Agreement for legal services related to utility service area matters
Motion made by Mayor Pro Tem Dishongh to approve the legal agreement with Mathews and Freeland. Second by Council Member Navarette. Motion passes, all voting "aye"
27. Council Members Closing Statements
Council Members gave their closing statements
28. Adjournment
With there being no further business, the meeting adjourned at 8:55 pm

Attest:

Christopher Fielder, Mayor

Debbie Haile, TRMC City Secretary



Executive Summary

February, 2014

Council Agenda Subject: Receive Quarterly Investment Report for the period ending 12/31/13.

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 October through December 2013. The quarterly average interest rates in TexPool continued to drop slightly, down from 0.0454% in the prior quarter to 0.0439%. As of 12/31/13, our earnings credit rate at our depository bank (Bank of America) remained at 0.25%. At the end of December, 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 was renewed in December at 0.30%; a \$4,500,000 CD with East West Bank that renewed in November at 0.45%; and a \$250,000 1-yr CD with BBVA Compass at 0.26%. At 12/31/13, the Fed funds target rate remained within the zero to 0.25% range, and quarterly averages for the 3-month T-bill increased slightly from the previous quarter (which ended September 2013) to 0.06%, and the 6-month T-bill average increased to 0.09% (up from 0.03% and 0.06%, respectively.)

Origination: Robert G. Powers, Finance Director

Financial Consideration: n.a.

Recommendation: n.a.

Attachments: Quarterly Investment Report

Prepared by: Robert G. Powers, Finance Director



Executive Summary

February, 2014

Council Agenda Subject: Receive Quarterly Investment Report for the period ending 12/31/13.

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 October through December 2013. The quarterly average interest rates in TexPool continued to drop slightly, down from 0.0454% in the prior quarter to 0.0439%. As of 12/31/13, our earnings credit rate at our depository bank (Bank of America) remained at 0.25%. At the end of December, 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 was renewed in December at 0.30%; a \$4,500,000 CD with East West Bank that renewed in November at 0.45%; and a \$250,000 1-yr CD with BBVA Compass at 0.26%. At 12/31/13, the Fed funds target rate remained within the zero to 0.25% range, and quarterly averages for the 3-month T-bill increased slightly from the previous quarter (which ended September 2013) to 0.06%, and the 6-month T-bill average increased to 0.09% (up from 0.03% and 0.06%, respectively.)

Origination: Robert G. Powers, Finance Director

Financial Consideration: n.a.

Recommendation: n.a.

Attachments: Quarterly Investment Report

Prepared by: Robert G. Powers, Finance Director

Quarrrity Investment Report
 City of Leander
 Period Ending
 12/31/13

Investment / Source of Funds	Account Name	Invest. Type**	Fund	Fund Type*	F/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%		\$ 6,420,953.95	\$ 6,420,953.95	\$ 2,946.23
Chase	Operating	I 5	Consolidated	F1	99-00-1110			0.0700%		\$ 4,021,287.44	\$ 4,021,287.44	\$ 1,034.79
										\$ 10,442,241.39	\$ 10,442,241.39	\$ 3,981.07
Investment Sweep												
Bank of America	Operating	I 4	Consolidated	F1	99-00-1110			n.l.		\$ -	\$ -	\$ -
										\$ -	\$ -	\$ -
U.S. Agencies & Instrumentalities												
										\$ -	\$ -	\$ -
										\$ -	\$ -	\$ -
Certificates of Deposit												
Unity National Bank/CDARS	Operating	I 3	Consolidated	F1	99-00-1000	12/27/12		0.4000%	12/27/2013	\$ 1,005,250.00	\$ 1,005,250.00	\$ 1,000.00
BBVA Compass	Operating	I 3	Consolidated	F1	99-00-1000	3/6/13		0.2600%	03/06/2014	\$ 250,541.67	\$ 250,541.67	\$ 162.50
Texas Capital Bank	Operating	I 3	Consolidated	F1	99-00-1000	10/20/13		0.2500%	10/20/2014	\$ 245,153.13	\$ 245,153.13	\$ 153.12
East West Bank	Operating	I 3	Consolidated	F1	99-00-1000	11/14/13		0.5167%	11/13/2014	\$ 4,503,275.00	\$ 4,503,275.00	\$ 5,812.50
										\$ 6,004,219.79	\$ 6,004,219.79	\$ 7,128.12
Investment Pools												
TexPool	General Fund I&S	I 4	Debt Service	F6	80-00-1510			0.0439%		\$ 446,805.47	\$ 446,805.47	\$ 28.14
TexPool	Consolidated Operating	I 4	Consolidated	F1	99-00-1520			0.0439%		\$ 12,957,493.03	\$ 12,957,493.03	\$ 771.05
TexPool	Utility Customer Deposit	I 4	Utility Fund	F3	99-00-1521			0.0439%		\$ 5,932.40	\$ 5,932.40	\$ 0.92
TexPool	Utility I&S	I 4	UF Debt Service	F6	85-00-1501			0.0439%		\$ 151,715.90	\$ 151,715.90	\$ 16.76
TexPool	S31M Series 2007	I 4	Capital Projects	F2	52-00-1124			0.0439%		\$ -	\$ -	\$ -
TexPool	S9-2M Series 2007	I 4	Capital Projects	F2	28-00-1531			0.0439%		\$ -	\$ -	\$ -
TexPool	TIRZ No. 1	I 4	Capital Projects	F1	79-00-1541			0.0439%		\$ 8,761.13	\$ 8,761.13	\$ 0.93
TexPool	BCRUA Contract	I 4	Capital Projects	F1	20-00-1500			0.0439%		\$ 10,595.34	\$ 10,595.34	\$ 1.05
TexPool	S3M Tax Notes Series 2012	I 4	Capital Projects	F1	27-00-1531			0.0439%		\$ 485,510.16	\$ 485,510.16	\$ 65.97
										\$ 14,066,813.43	\$ 14,066,813.43	\$ 887.90
Subtotal TexPool												
TexStar	BCRUA Reserve	I 4	Consolidated	F5	20-00-1525			0.0399%		\$ 3,093.69	\$ 3,093.69	\$ 0.17
TexStar	6M Series 2010	I 4	Capital Projects	F2	53-00-1127			0.0399%		\$ 2,310,295.04	\$ 2,310,295.04	\$ 233.29
TexStar	Capital Asset Fund	I 4	Capital Projects	F2	14-00-1505			0.0399%		\$ 276,279.76	\$ 276,279.76	\$ 50.72
										\$ 2,589,668.49	\$ 2,589,668.49	\$ 284.18
Subtotal TexStar												
TexasDAILY	Consolidated Operating	I 4	Consolidated	F6	99-00-1522			0.0400%		\$ 1,046,239.64	\$ 1,046,239.64	\$ 98.83
										\$ 1,046,239.64	\$ 1,046,239.64	\$ 98.83
										\$ 34,149,282.74	\$ 34,149,282.74	\$ 12,300.10
Total All Funds												

Quarterly Investment Report
 City of Leander
 Period Ending
 12/31/13

* 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%	18%
I 4	Eligible Investment Pools	100%	52%
I 5	Demand Account	100%	31%
I 6	Investment Sweep	100%	0%
Total			100%

Book Value:

	As of 12/31/13	As of 9/30/13	Change
I 1	0.00	0.00	0.00
I 2	0.00	0.00	0.00
I 3	6,004,319.79	6,027,054.17	(22,734.37)
I 4	17,702,721.56	11,185,259.52	6,517,462.04
I 5	10,442,241.39	8,103,745.45	2,338,495.94
I 6	0.00	0.00	0.00
Total Book Value	34,149,282.74	25,316,059.14	8,833,223.61

Market Value:

	As of 12/31/13	As of 9/30/13	Change
I 1	0.00	0.00	0.00
I 2	0.00	0.00	0.00
I 3	6,004,319.79	6,027,054.17	(22,734.37)
I 4	17,702,721.56	11,185,259.52	6,517,462.04
I 5	10,442,241.39	8,103,745.45	2,338,495.94
I 6	0.00	0.00	0.00
Total Market Value	34,149,282.74	25,316,059.14	8,833,223.61

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 22.56 of the Government Code.

Robert G. Powers
 Investment Officer:

2/11/14
 Date

Robert G. Powers, Finance Director



Executive Summary

February 20, 2014

Agenda Subject: Ordinance Case #13-OR-005: Second reading and consider action on amending sections of Article 14.200, the Composite Zoning Ordinance, to change the title of the LI (Light Industrial) use component to HC (Heavy Commercial), to add screening provisions for outdoor commercial fueling, and to modify the LI (Light Industrial) (proposed HC Heavy Commercial) and HI (Heavy Industrial) Use Components.

Background: Staff is proposing amendments to the Composite Zoning Ordinance to change the title of the LI (Light Industrial) use component to HC (Heavy Commercial), to add screening provisions for outdoor commercial fueling, and to move Sexually Oriented Business from the LI (Light Industrial) (proposed HC Heavy Commercial) use component to the HI (Heavy Industrial) Use component.

Origination: Planning Department

Financial Consideration: None

Recommendation: Staff recommends approval. The Planning & Zoning Commission recommendation will be available at the meeting. The Planning & Zoning Commission unanimously recommended approval at the January 23, 2014 meeting. The City Council unanimously recommended approval at the February 6, 2014 meeting.

Attachments:

1. Summary of Proposed Amendments
2. Ordinance

Prepared By: Tom Yantis, AICP
Development Services Director

02/10/2014

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS AMENDING SECTIONS OF ARTICLE 14.200, THE COMPOSITE ZONING ORDINANCE, TO REMOVE SEXUALLY ORIENTED BUSINESSES AS AN AUTHORIZED LAND USE WITHIN THE LI (LIGHT INDUSTRIAL) USE COMPONENT; ADDING SCREENING REQUIREMENTS FOR OUTDOOR COMMERCIAL FUELING; CHANGING THE NAME OF THE LI (LIGHT INDUSTRIAL) USE COMPONENT TO HC (HEAVY COMMERCIAL); PROVIDING A SEVERABILITY CLAUSE, PROVIDING SAVINGS, EFFECTIVE DATE AND OPEN MEETINGS CLAUSES, AND PROVIDING FOR RELATED MATTERS.

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

Whereas, after publishing notice of the public hearing at least fifteen days prior to the date of such hearing, the City Council at a public hearing has considered the proposed amendments and finds that the amendments are reasonable and necessary to protect the health, safety, and welfare of the present and future residents of the City;

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

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

Section 2. Renaming the LI Light Industrial Use Component to HC Heavy Commercial. The LI Light Industrial use component is hereby renamed to HC Heavy Commercial. The Composite Zoning Ordinance and the City’s official zoning map shall be amended so that the term “HC Heavy Commercial” shall replace the term “LI Light Industrial”, and the term “Heavy Commercial” shall replace “Light Industrial” wherever such terms appears in the Ordinance and on the map. The City Council authorizes and directs the Director of Development Services to revise the City’s official zoning map as prescribed by this ordinance.

Section 3. Amendment of Article III, Section14 (b). Article III, Section14 (b)(15) of the Composite Zoning Ordinance are hereby amended by removing “Sexually oriented businesses as permitted by City regulations (required to be set back at least four hundred (400) feet from a tollway, highway, or major arterial roadway ” (which is set forth in subsection 13) as an authorized use within the Light Industrial use component. Subsections 14 through 21 shall be renumbered as the number immediately preceding the subsection. For example, subsection 14 shall be renumbered as subsection 13.

Section 4. Amendment of Article III, Section15 (b)(5). Article III, Sections15 (b)(5) of the Composite Zoning Ordinance are hereby amended in its entirety as follows:

- (3) Sexually oriented businesses as permitted by City regulations [required to be set back at least four hundred (400) feet from a tollway, highway or major arterial roadway]

Section 5. Addition of Subsections 14(b)(6) to Article III. Article III, Section 14(b) of the Composite Zoning Ordinance is hereby amended by adding subsection (6) to read as follows:

- (6) Other similar uses as determined by the Director of Planning based on the criteria of Article II, Sec. 2, (f)

Section 6. Addition of Subsection 1(d)(vii) to Article VI. Article VI, Section 1(d) of the Composite Zoning Ordinance is hereby amended by adding subsection (vii) to read as follows:

- (vii) Fuel pumps are required to be screened from view of any street or public right-of-way to at least the height of the fuel pump.

Section 7. Conflicting Ordinances. Exhibit "A", Article 14.200, Leander Code of Ordinances and of Ordinance No. 05-018-00 is amended as provided herein. All ordinances or parts thereof conflicting or inconsistent with the provisions of this ordinance as adopted herein, are hereby amended to the extent of such conflict. In the event of a conflict or inconsistency between this ordinance and any other code or ordinance of the City, the terms and provisions of this ordinance shall govern.

Section 8. Savings Clause. All rights and remedies of the City of Leander are expressly saved as to any and all violations of the provisions of any ordinances affecting zoning within the City which have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

Section 9. Effective Date. This ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Tex. Loc. Gov't. Code and the City Charter. Section 6 of this ordinance shall apply to properties for which a site development permit application or building permit application is submitted to the City after the effective date of this ordinance. Properties for which a site development permit application or building permit application was filed on or before the effective date of this ordinance shall comply with the version of Section 1(d), Article VI of the Composite Zoning Ordinance in effect immediately preceding this amendment.

Section 10. 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 11. 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 6th day of February, 2014.

PASSED AND FINALLY APPROVED on the 20th day of February, 2014.

THE CITY OF LEANDER, TEXAS

ATTEST:

Christopher Fielder, Mayor

Debbie Haile, City Secretary

COMPOSITE ZONING ORDINANCE AMENDMENTS

CODE	CURRENT	PROPOSED
ART VI, Sec 1 (d)	<p>(i) The following shall be screened from the view of at least sixty percent (60%) of adjacent single-family or two-family residences and any street or public right-of-way: off-street parking areas, loading spaces and docks, trash and storage containers, outside storage areas, satellite dishes larger than eighteen (18) inches in diameter, antennas, mechanical equipment, and metal siding.</p> <p>(ii) Above ground utility facilities up to six (6) feet above grade for multi-family and non-residential development are required to be screened from view except for poles, fire hydrants and existing lines.</p> <p>(iii) Detention Facilities including detention ponds and/or water quality ponds shall be screened from view.</p> <p>(iv) Screening by vegetation that could be removed from adjacent undeveloped or partially developed properties when such property is developed is not considered as screening from view.</p> <p>(v) Outside storage areas shall be screened by the use of a privacy fence or wall at least the height of the items to be screened and in conformance with the requirements of this ordinance.</p> <p>(vi) A minimum five-foot (5') landscaped area located on the exterior of the fence shall be provided and landscaped in accordance with paragraph (2) (1) above unless the fence is on a rear boundary line or adjoining a permanent structure on the site.</p>	<p>(i) The following shall be screened from the view of at least sixty percent (60%) of adjacent single-family or two-family residences and any street or public right-of-way: off-street parking areas, loading spaces and docks, trash and storage containers, outside storage areas, satellite dishes larger than eighteen (18) inches in diameter, antennas, mechanical equipment, and metal siding.</p> <p>(ii) Above ground utility facilities up to six (6) feet above grade for multi-family and non-residential development are required to be screened from view except for poles, fire hydrants and existing lines.</p> <p>(iii) Detention Facilities including detention ponds and/or water quality ponds shall be screened from view.</p> <p>(iv) Screening by vegetation that could be removed from adjacent undeveloped or partially developed properties when such property is developed is not considered as screening from view.</p> <p>(v) Outside storage areas shall be screened by the use of a privacy fence or wall at least the height of the items to be screened and in conformance with the requirements of this ordinance.</p> <p>(vi) A minimum five-foot (5') landscaped area located on the exterior of the fence shall be provided and landscaped in accordance with paragraph (2) (i) above unless the fence is on a rear boundary line or adjoining a permanent structure on the site.</p> <p>(vii) Fuel pumps are required to be screened from view of any street or public right-of-way to at least the height of the fuel pump.</p> <p>(15) Sexually oriented businesses as permitted by City regulations [required to be set back at least four hundred (400) feet from a tollway, highway or major arterial roadway]</p>
ART III, Sec 14 (b)	<p>(15) Sexually oriented businesses as permitted by City regulations [required to be set back at least four hundred (400) feet from a tollway, highway or major arterial roadway]</p>	<p>(15) Sexually oriented businesses as permitted by City regulations [required to be set back at least four hundred (400) feet from a tollway, highway or major arterial roadway]</p>

CODE	CURRENT	PROPOSED
ART III, Sec 15 (b)	<p>(1) Any use permitted in the "LI" component except for residential uses qualified below</p> <p>(2) Manufacture, assembly or processing of materials</p> <p>(3) One residential unit per lot may be located on any floor level of a business or other use located on the site. The minimum living area is five hundred (500) square feet for an efficiency unit, six hundred fifty (650) square feet per dwelling unit for one bedroom units, eight hundred fifty (850) square feet per dwelling unit for two bedroom units and one hundred fifty (150) additional square feet for each bedroom thereafter.</p> <p>(4) Outdoor processing of materials except those prohibited by this ordinance or similar uses if combined with the Type 5 site component</p> <p>(5) Other similar uses as determined by the Director of Planning based on the criteria of Article II, Sec. 2, (f)</p>	<p>(1) Any use permitted in the "LI" component except for residential uses qualified below</p> <p>(2) Manufacture, assembly or processing of materials</p> <p>(3) One residential unit per lot may be located on any floor level of a business or other use located on the site. The minimum living area is five hundred (500) square feet for an efficiency unit, six hundred fifty (650) square feet per dwelling unit for one bedroom units, eight hundred fifty (850) square feet per dwelling unit for two bedroom units and one hundred fifty (150) additional square feet for each bedroom thereafter.</p> <p>(4) Outdoor processing of materials except those prohibited by this ordinance or similar uses if combined with the Type 5 site component</p> <p>(5) Sexually oriented businesses as permitted by City regulations [required to be set back at least four hundred (400) feet from a tollway, highway or major arterial roadway]</p> <p>(6) Other similar uses as determined by the Director of Planning based on the criteria of Article II, Sec. 2, (f)</p>



Executive Summary

February 20, 2014

Agenda Subject: Zoning Case #13-Z-029: Consider action on the rezoning of a tract of land located approximately 300 feet west of 183A and adjacent to the north extension of Woodview Dr, approximately 38.9 acres more or less out of the AW0006, Harmon. E.D. Survey; Parcels #R305748, #R322778, and #R031310. Currently, the property is zoned MF-2-A (Multi-Family), GC-3-A (General Commercial), SFS-2-B (Single Family Suburban), and SFR-1-B (Single Family Rural). The property is proposed to be zoned SFU-2-B (Single Family Urban), MF-2-A (Multi-Family), and GC-3-A (General Commercial). Leander, Williamson County, Texas.

Background: This request is the final step in the rezoning process.

Origination: Applicant: Ryan Betz, (Betz Company) on behalf of Leander Developers 4, LTD, Noel Larson, and Wiley Leavitt Trust and Jeffrey Leavitt.

Financial Consideration: None

Recommendation: See Planning Analysis. The Planning & Zoning Commission unanimously recommended approval of the requested MF-2-A and GC-3-A, they recommended approval of SFU-2-A instead of the requested SFU-2-B at the January 23, 2014 meeting. The City Council unanimously approved the Planning & Zoning Commission's recommendation at the February 6, 2014 meeting.

Attachments:

1. Planning Analysis
2. Current Zoning Map
3. Aerial Map
4. Proposed Zoning
5. Letter of Intent
6. Ordinance

Prepared By: Tom Yantis, AICP
Development Services Director

02/10/2014



PLANNING ANALYSIS

ZONING CASE 13-Z-029
Hwy 183A and Woodview Dr.

GENERAL INFORMATION

- Owners:** Wiley Leavitt Trust and Jeffrey Leavitt, Leander Developers 4, LTD.
- Current Zoning:** Interim SFR-1-B (Single Family Rural)
Interim SFS-2-B (Single Family Suburban)
MF-2-A (Multi-Family)
GC-3-A (General Commercial)
- Proposed Zoning:** MF-2-A (Multi-Family)
SFU-2-B (Single Family Urban)
GC-3-A (General Commercial)
- Size and Location:** The property is generally located 300 feet west of Hwy 183A and adjacent to the north side of the extension of Woodview Dr.
- Staff Contact:** Martin Siwek, GISP
Planner

ABUTTING ZONING AND LAND USE:

The table below lists the abutting zoning and land uses.

	ZONING	LAND USE
NORTH	MF-2-A	Undeveloped Commercial Property
	GC-3-A	Undeveloped Commercial Property
EAST	GC-3-A	Undeveloped Commercial Property
SOUTH	SFU-2-B	Developed Residential: Ridgewood North Subdivision
	SFC-2-B	Crystal Crossing Phase 3 Subdivision under construction
	SFS-2-B	Existing Single Family Home
	GC-3-A	Undeveloped Commercial Property
WEST	SFU-2-B	Undeveloped Residential Property
	SFU-2-B	Developed Residential Property: Oakridge Sec. 2 Subdivision

COMPOSITE ZONING ORDINANCE INTENT STATEMENTS

USE COMPONENTS:**MF – MULTI-FAMILY:**

Features: Apartments (25 un./ac. if Type A; 18 un./ac. if Type B)

Intent: Development of multi-family dwelling structures. Such components are generally intended to serve as a buffer between single-family neighborhoods and more intensive uses such as commercial uses or arterial roadways. Such components are also intended to create more variety in housing opportunities and in the fabric of the community but are intended to be utilized in small areas to avoid large tracts devoted to strictly multi-family residential development. The goal is to avoid more than twenty-five (25) acres of contiguous land having a Multi-Family component. Access should be provided by a collector or higher classification street.

SFS – SINGLE FAMILY SUBURBAN:

Features: 9,000 sq. ft. lot min.; 1,500 sq. ft. living area min.

Intent: Development of single-family detached dwellings on intermediate suburban standard sized lots and for other compatible and complimentary uses. The purpose of this component is to provide regulations to maintain and protect the City's single-family residences and neighborhoods in areas with intermediate lot sizes.

GC – GENERAL COMMERCIAL:

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

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

SITE COMPONENT:**TYPE 2:**

Features: Accessory buildings greater of 10% of primary building or 120 sq. ft.; accessory dwellings for SFR, SFE and SFS; drive-thru service lanes; uses not to exceed 40,000 sq. ft.; multi-family provides at least 35% of units with an enclosed garage parking space.

Intent:

- (1) The Type 2 site component may be utilized with non-residential developments that are adjacent to a residential district or other more restrictive district to help reduce potential negative impacts to the more restrictive district and to provide for an orderly transition of development intensity.
- (2) The Type 2 site component is intended to be utilized for residential development not meeting the intent of a Type 1 site component and not requiring the additional accessory structure or accessory dwelling privileges of the Type 3 site component.

- (3) This component is intended to be utilized with the majority of LO and LC use components except those that meet the intent of the Type 1 or Type 3 site component or with any use requiring drive-through service lanes.
- (4) This component is generally not intended to be utilized with LI and HI use components except where such component is adjacent to, and not adequately buffered from, residential districts or other more restricted districts, and except as requested by the land owner.

TYPE 3:

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

Intent:

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

ARCHITECTURAL COMPONENTS:

TYPE A:

Features: 85% masonry; 5 or more architectural features.

Intent:

- (1) The Type A architectural component is intended to be utilized for high quality developments or to provide variety as an additional option for portions of a residential development and may be utilized in or adjacent to single-family uses.
- (2) This component is intended to be utilized for single-family development that backs up to, or sides to, a major thoroughfare.
- (3) Combined with appropriate use and site components, this component is intended to help provide for harmonious land use transitions by applying this component to a less restrictive use or site component adjacent to a more restrictive use or site component. This standard may be utilized to help ensure compatibility for non-residential uses, multi-family, two-family, townhouse or small lot residential development with adjacent property that is more restricted.
- (4) This component is intended to be utilized for buildings requiring heights greater than those provided in other architectural components.
- (5) This component may be utilized for any high profile development, for any property in a prominent location or at an important gateway to the community.
- (6) This component is not intended to become an involuntary standard for the majority of a single-family subdivision, especially with SFR, SFE, SFS, SFU and SFC components.

TYPE B:

Features: 85% masonry 1st floor, 50% overall; 4 or more architectural features.

Intent:

- (1) The Type B architectural component is intended to be utilized for the majority of residential development except that which is intended as a Type A architectural component.
- (2) Combined with appropriate use and site components, this component is intended to help provide for harmonious land use transitions.
- (3) This component may be utilized to raise the building standards and help ensure compatibility for non-residential uses adjacent to property that is more restricted.
- (4) This component is intended for the majority of the LO and LC use components except those meeting the intent of the Type A or C architectural components.

COMPREHENSIVE PLAN STATEMENTS:

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

- Provide Opportunities for coordinated, well-planned growth and development that are consistent with the Comprehensive Plan.
- Plan for continued growth and development that improves the community's overall quality of life and economic viability.
- Plan for future development that is compatible with existing residential neighborhoods.
- Provide for a variety of sustainable housing options for all age groups and economic levels. Determine ways to successfully integrate this variety within neighborhoods so as to accommodate the different needs of families throughout their life cycle. Create more desirable and livable neighborhoods while respecting the goal of maintaining stable real estate values and housing marketability.

ANALYSIS:

The subject property is currently zoned MF-2-A (Multi-Family) district, Interim SFR-1-B (Single Family Rural) district, Interim SFS-2-B (Single Family Suburban) district, and GC-3-A (General Commercial) district. The properties to the north are zoned MF-2-A (Multi-Family) district, SFU-2-B (Single Family Suburban) district, and GC-3-A (General Commercial) district and are currently undeveloped. The properties to the east include undeveloped GC-3-A (General Commercial) zoning, and interim SFR-1-B (Single Family Rural) and interim SFS-2-B (Single Family Suburban) districts on the east side of Hwy 183A. The properties to the south include developed SFU-2-B (Single Family Urban) district known as the Oak Ridge subdivision, SFC-2-B (Single Family Compact) district containing the Crystal Crossings Phase 3 subdivision that is currently under construction, an interim SFS-2-B (Single Family Suburban) district which contains an existing residential structure and undeveloped GC-3-A (General Commercial) district. The properties located to the west include undeveloped SFU-2-B (Single-Family Urban) district which is also owned by Leander Developers 4 and will ultimately be incorporated into the development, a developed residentially zoned property of SFE-2-B (Single Family Estates) district known as the Overlook Estates subdivision, and property zoned SFU-2-B (Single Family Urban) district known as the Oakridge Section 2 subdivision.

The applicant is requesting to rezone a portion of the existing Multi-Family, General Commercial, and interim residentially zoned tracts to SFU-2-B (Single Family Urban) district, and rezone a portion of the existing General Commercial, and interim residentially zoned tracts to MF-2-A (Multi-Family) district. The proposed request meets an aspect of the Multi-Family intent statement pertaining to limits on the amount of contiguous acres zoned for Multi-Family properties. The intent statement notes that the goal is to avoid 25 acres or greater of contiguous land zoned as a Multi-Family district, and the existing zoned Multi-Family district contains approximately 32 acres. The new proposed zoning boundaries would break the existing Multi-Family zoned tract into two districts of approximately 18 and 14 acres, and would be separated by a single family zoned district of approximately 24 acres. The proposed location for the Multi-Family district satisfies the buffer and variety of housing type aspects of the Multi-Family intent statements. The proposed district would serve to buffer the Single Family zoned district to the west from the more intensively zoned commercial district to the east, and also contributes by providing more housing options.

However, the zone change would permit an approximately 500 foot stretch of single family zoned property to be immediately adjacent to the existing commercially zoned properties located on the proposed site's northeast corner. This is an item of concern, as it permits a single family use to be immediately adjacent to a more intensive commercially zoned property. If the applicant's request is approved as proposed, then zoning regulations would require that the owners' of the commercial property construct a six foot masonry wall to separate the proposed single family district from the commercial district at the time the commercial property develops.

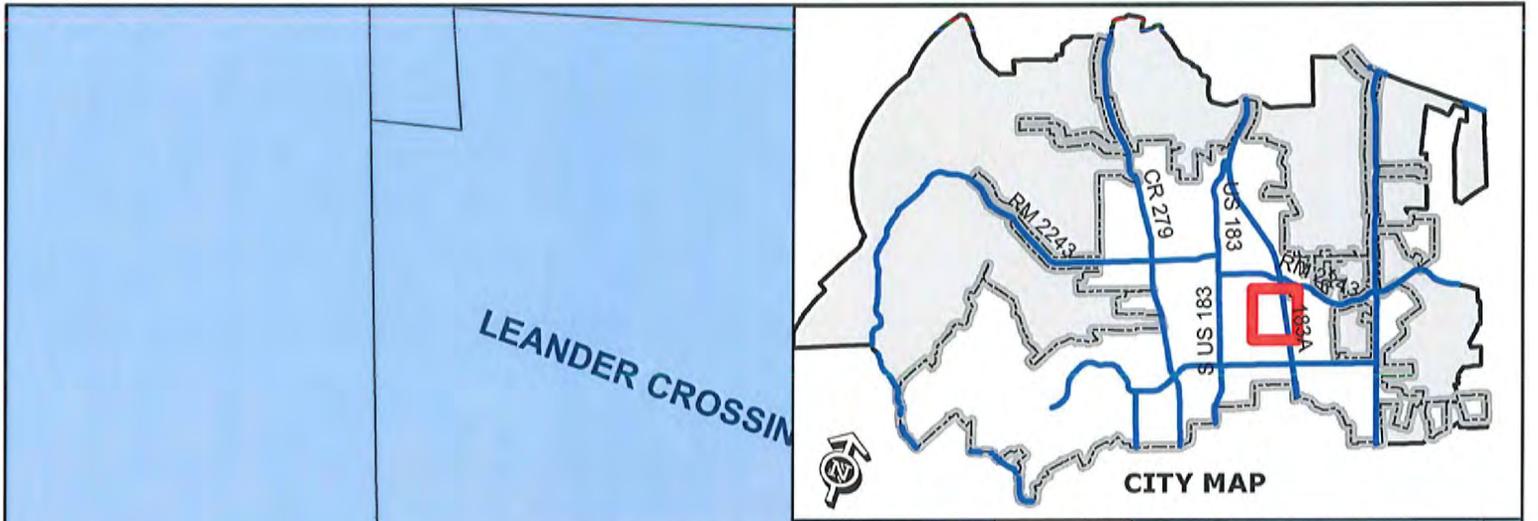
Furthermore, the applicant is also requesting to rezone a portion of the interim zoned single family tract to GC-3-A (General Commercial) district. This portion of the tract is adjacent to the current cul-de-sac known as Woodview Dr. just off of Hwy 183A. The rezoning of this tract would result in a consistent contiguous GC-3-A zoned district that moves north along Hwy 183A. Additionally, the property resides within a Community Center node as depicted on the node plan in the Comprehensive Plan. This node aims to encourage garden homes, condominiums, commercial/retail, and offices within it. These nodes work to reflect the character of the surrounding neighborhoods and might have a more suburban feel to them.

STAFF RECOMMENDATION:

Staff recommends approval of the requested SFU-2-B, MF-2-A, and GC-3-A proposed zoning districts. The requested zoning reduces the future impact of apartments on the development of the future residential subdivisions immediately to the west. The existing zoned Multi-Family tract would allow for apartments to be developed in a north/south orientation along approximately a quarter mile stretch of the residential neighborhood. The proposed zoning changes would break-up the contiguous Multi-Family zoned tract and reduce the over-all

exposure to any future single family residential communities from the Multi-Family development to the west of this property.

This proposed zoning request meets the comprehensive plan statements in that it is allowing for the opportunity of coordinated growth in this area of the City, and is enhancing the compatibility with the adjacent residentially zoned tracts. The proposed zoning request would have minimal conflict with the existing zoned districts and meets the intent statements of the composite zoning ordinance.



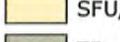
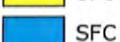
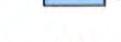
ZONING CASE 13-Z-029

Attachment #2

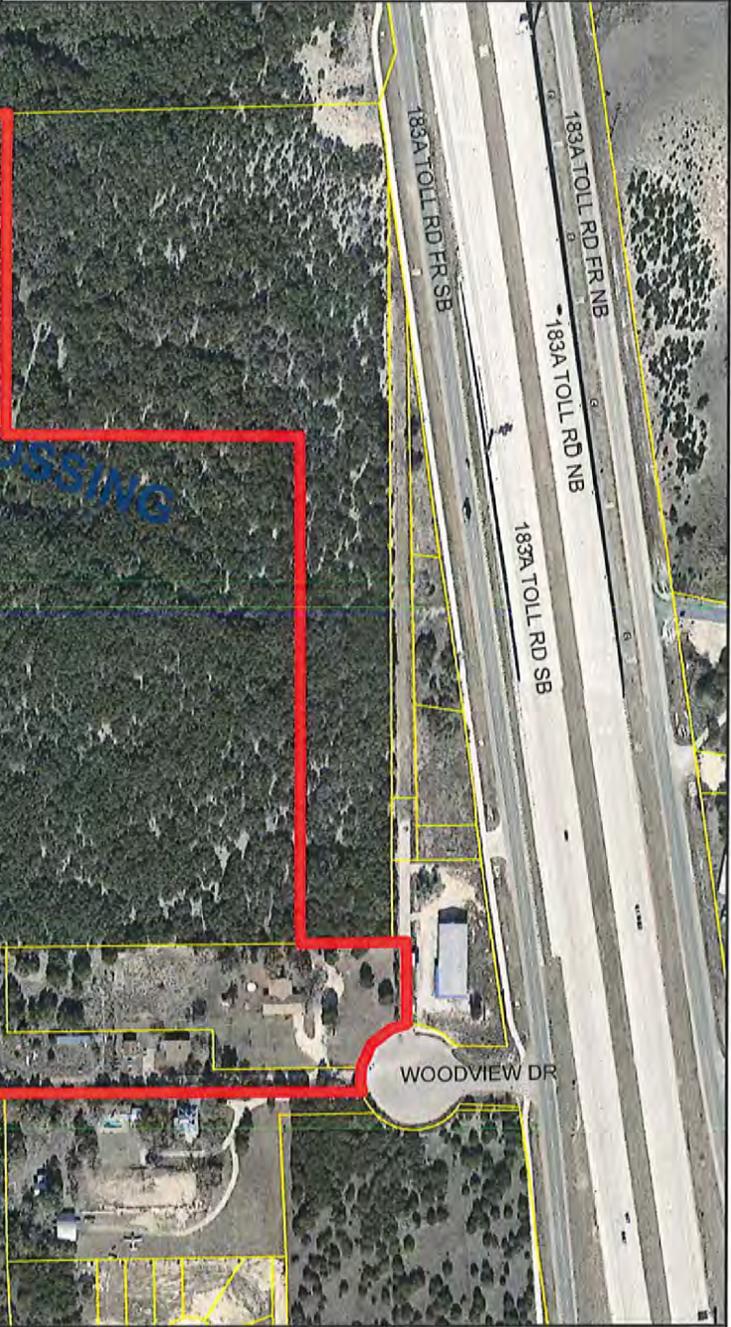
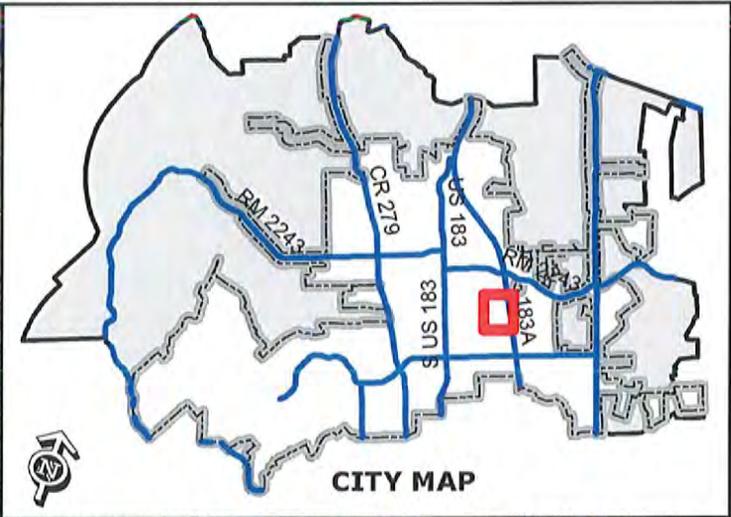
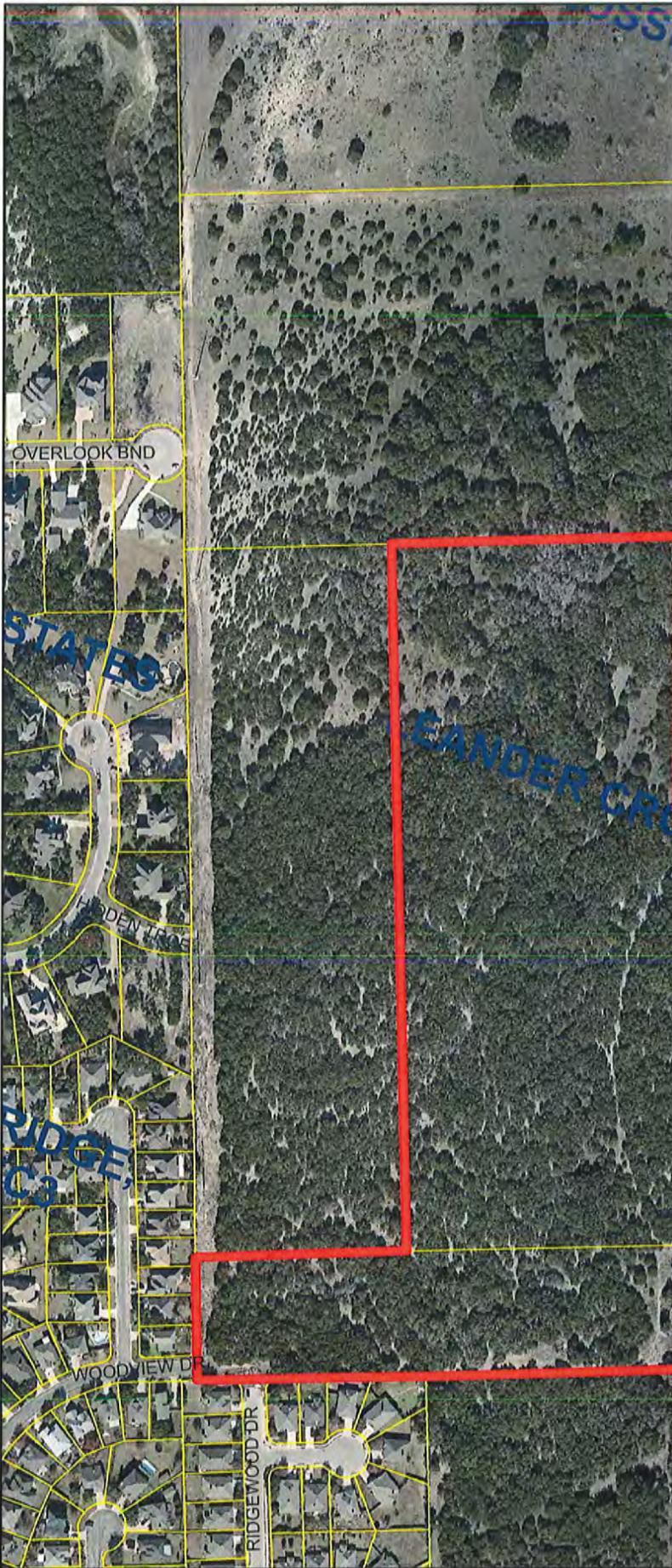
Current Zoning Map
Leander Crossing
Hwy 183A and Woodview Dr



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

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





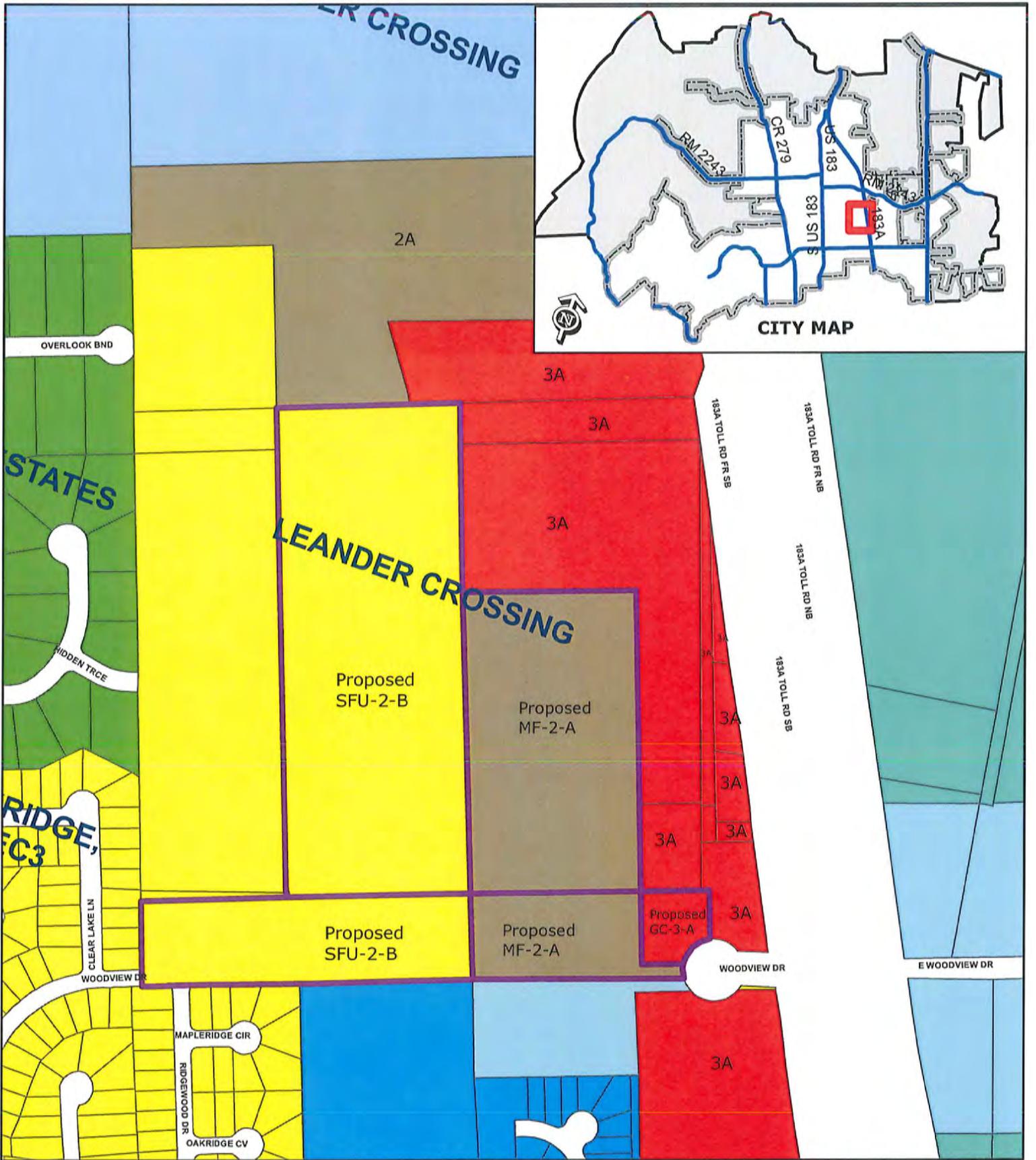
ZONING CASE 13-Z-029 Attachment #3

Aerial Exhibit - Approximate Boundaries
Hwy 183A and Woodview Dr.



Subject Property

City Limits



**Zoning Case
13-Z-029
Attachment #4**

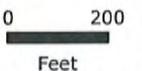
Leander Crossing



- Subject Property**
- Proposed SFU-2-B
 - Proposed MF-2-A
 - Proposed GC-3-A

- Annexation**
- Future Annexation Per DA
 - Involuntary Annexation
 - Voluntary Annexation
 - City Limits

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





Betz Company

5707 Willow Lane
Dallas, TX 75230

ATTACHMENT 5

December 28, 2013

Robin Griffin
Senior Planner
City of Leander
P.O. Box 319
Leander, TX 78646

Re: Letter of Intent for Proposed Rezoning of a portion of Leander Crossing

Dear Robin:

Please accept this letter regarding the proposed rezoning for approximately 38.9 acres ("Property") out of the original Leander Crossing ("Project"). The Project is a mixed use development, portions of which are in the Transit Oriented Development PUD ("T.O.D.") and portions that are within the conventional zoning areas in the City.

It is my intention to rezone the Property according to the attached Zoning Plan ("Plan").

SFU2B, GC3A, and MF2A zoning is the proposed zoning as shown on the Plan. These requests are justified for several reasons.

The additional 23.94 acres of SFU zoning area when combined with the existing 14.26 acres of SFU, provides a 38.2 acre single family housing tract will serve transition from the existing single family uses along the western edge contiguous to the Project. The 14 acres of MF2A will provide an attractive housing alternative to single family detached product and provide support for area commercial development. The more compact design will support a walkable environment that utilize the amenities of the nearby T.O.D. The .94 acre GC3A area will provide a continuation of the current commercial area for regional shopping and employment centers along the 183A corridor.

I look forward to working with you on the rezoning of this Property.

Cordially,

Ryan Betz
Manager

ORDINANCE NO #

ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING THREE PARCELS OF LAND FROM MF-2-A (MULTI-FAMILY), GC-3-A (GENERAL COMMERCIAL), INTERIM SFS-2-B (SINGLE-FAMILY SUBURBAN), AND INTERIM SFR-1-B (SINGLE-FAMILY RURAL) TO MF-2-A (MULTI-FAMILY), GC-3-A (GENERAL COMMERCIAL), AND SFU-2-A (SINGLE-FAMILY URBAN); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.

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

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

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

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

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

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

Section 3. Applicability. This ordinance applies to the following parcels of land, which is herein referred to as the "Property:" That certain parcels of land being 38.9 acres, more or less, located in Leander, Williamson County, Texas, being more particularly described in Exhibit "A", commonly referred to as 599 and 561 Woodview Drive, Leander, Texas; legally described as 38.9 acres out of the E.D. Harmon Survey described in Exhibit "B", more particularly described in Document Numbers 2005077774, 2013039997, and 2013039995 of the Official Public Records of Williamson County, Texas, and identified by tax identification numbers R305748, R322778, and R031310.

Section 4. Property Rezoned. The Zoning Ordinance is hereby amended by changing the zoning district for the Property from MF-2-A (Multi-Family), GC-3-A (General Commercial), Interim SFS-2-B (Single Family Suburban), and Interim SFR-1-B (Single Family Rural) to MF-2-A (Multi-Family), GC-3-A (General Commercial) and SFU-2-A (Single-Family Urban) as shown in Exhibit "C".

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

Section 6. Severability. Should any section or part of this ordinance be held unconstitutional, illegal, or invalid, or the application to any person or circumstance for any reasons thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this ordinance are declared to be severable.

Section 7. Open Meetings. That it is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapt. 551, Loc. Gov't. Code.

PASSED AND APPROVED on First Reading this the 6th day of February, 2014.
FINALLY PASSED AND APPROVED on this the 20th day of February, 2014.

THE CITY OF LEANDER, TEXAS

ATTEST:

Christopher Fielder, Mayor

Debbie Haile, City Secretary

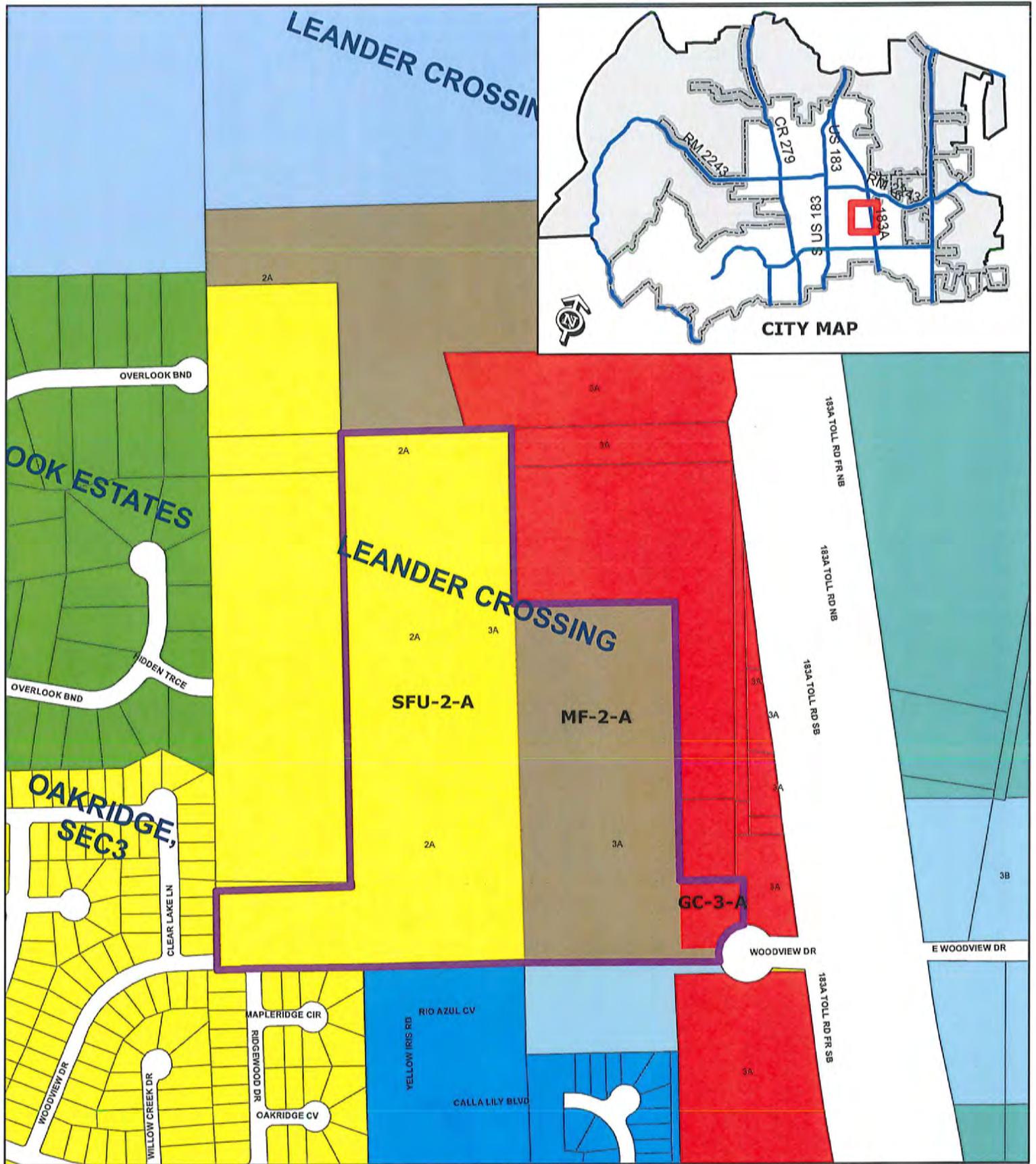


EXHIBIT A

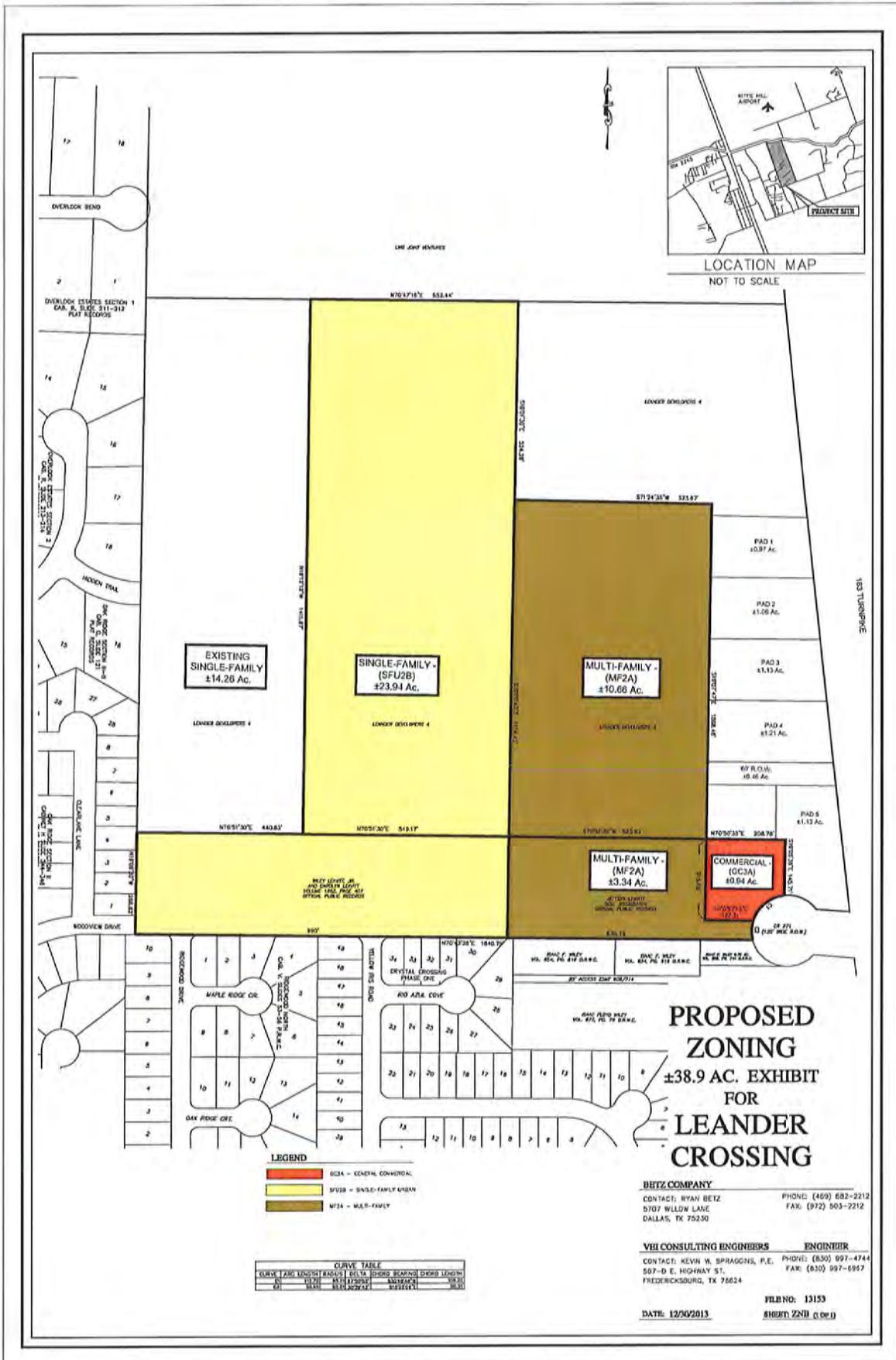
**Zoning Case
13-Z-029**

Leander Crossing



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

- | | | |
|-----|--------|-----|
| SFR | SFT | GC |
| SFE | SFU/MH | LI |
| SFS | TF | HI |
| SFU | MF | PUD |
| SFC | LO | |
| SFL | LC | |
- 0 200
Feet





Executive Summary

2/20/2014

Agenda Subject: Submission of Racial (Biased Based) Profiling Report for calendar year 2013

Background: The Texas Code of Criminal Procedure requires electronic submission of a “racial profiling report form” to the Texas Commission on Law Enforcement (TCOLE), along with the reporting agency’s governing body. A print out of the information submitted to the state is attached as an appendix A to the report. We are submitting to the Council information to provide a more comprehensive report. The department has adopted policies and standards to expand our reporting to include any “bias based profiling.” No complaint for racial or bias based profiling was received by the department for the calendar year 2013.

Origination: Chief Greg Minton

Financial Consideration: \$ 0

Recommendation: Not applicable

Attachments: Biased Based Profiling Report for 2013

Prepared by: Sergeant L. Wilcox

Biased Based Profiling Report for 2013

Leander Police Department
February 12, 2013

In compliance with the requirements of the *Texas Code of Criminal Procedure* 2.132(b), the Leander Police Department has a detailed written policy on racial profiling. In compliance with our accreditation status with the Commission of Accreditation for Law Enforcement, Inc. (CALEA) we have expanded this to encompass bias based profiling. Our General Manual 3.8 and Department Standard Operational Procedure Chapter 1 contain the detailed written policy. Portions of that policy are reproduced in this report. Currently all vehicles regularly assigned to patrol activities are equipped with video/audio recording equipment.

Policy Statement from General Manual 3.8

It shall be the policy of this department to comply with Articles 2.131 through 2.135 of the *Code of Criminal Procedure* (CCrP) and subsequent amendments, commonly referred to as the "Racial Profiling Law." Further, biased based profiling is defined as the selection of an individual(s) for enforcement based solely on a trait common to a group. This includes, but is not limited to, race, ethnic background, gender, sexual orientation, religion, economic status, age, cultural group, or any other identifiable group. In short, "Biased Based Profiling," as defined herein, is prohibited by employees of this department in traffic contacts, field contacts and in asset seizure and forfeiture efforts.

Definitions from General Manual 3.8

Biased Based Profiling: means a law enforcement-initiated action based solely on a trait common to a group. This includes but is not limited to, race, ethnicity (ethnic background) or national origin, gender, sexual orientation, religion, economic status, age, cultural group, or any other identifiable group.

Race or Ethnicity: means of a particular descent, including Caucasian, African, Hispanic, Asian, or Native American descent.

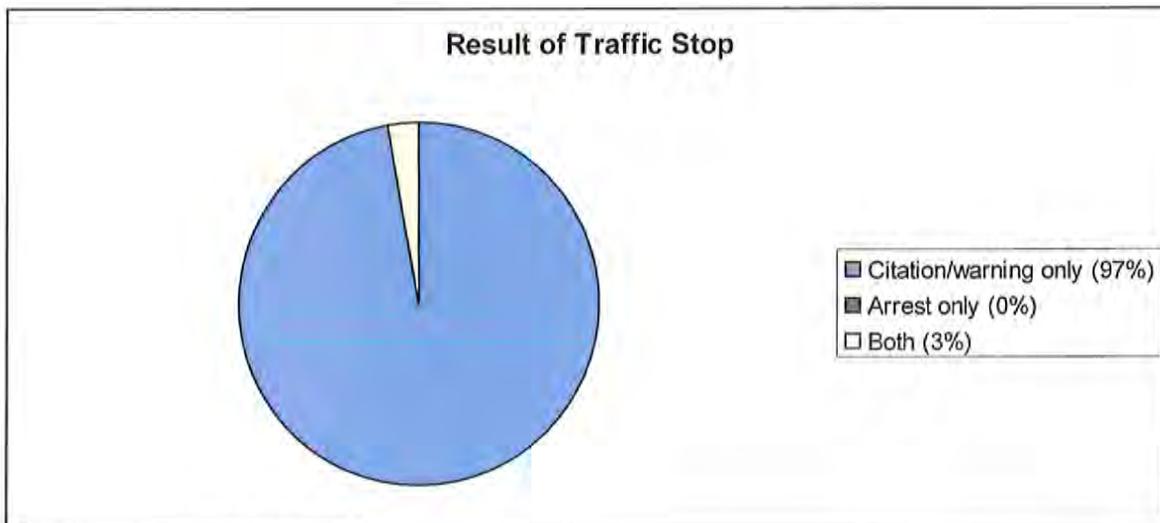
Acts Constituting Biased Based Profiling: are actions taken by law enforcement, such as a traffic stop, a detention, a search, issuance of a citation, or an arrest, initiated solely on the basis of an individual's race, ethnicity, trait common to a group, or national origin or on the basis of racial or ethnic stereotypes, rather than upon the individual's behavior, information identifying the individual as having possibly engaged in criminal activity, or other lawful reasons for initiating the enforcement action.

Pedestrian Stop: means an interaction between a peace officer and an individual who is being detained for the purposes of a criminal investigation in which the individual is not under arrest.

Motor Vehicle Stop: means the stopping of a motor vehicle by a peace officer for an alleged violation of law or ordinance regulating traffic.

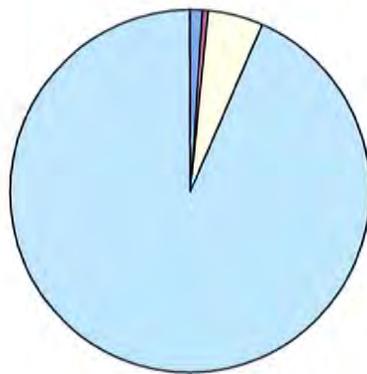
Data has been collected from all traffic stops. In all traffic stops, either a citation or a written warning is issued to document the race/ethnicity of the driver, whether the officer knew the race/ethnicity prior to the stop, and if a search was conducted, and if that search was a consent search. This data has been reported to the state via electronic submission. The data reported in this method is shown in Appendix A. In addition, the data is illustrated graphically.

All traffic stops result in either a written warning or a citation. If a traffic stop results in an arrest, the case number is documented on the citation or warning. A total of 8,489 traffic stops resulted in citations or warnings only, 97%, and 242 of those stops resulting in both a citation/warning and an arrest, 3%. As stated earlier, or policy requires either a written citation or warning for all stops.



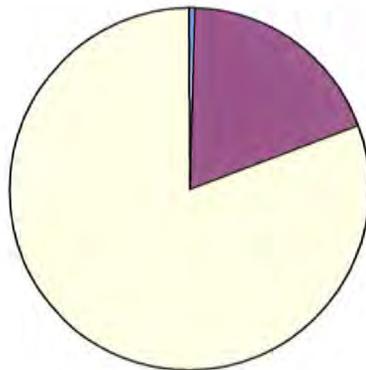
Race and ethnicity may overlap in that someone may be reported on their driver license as Caucasian but have an ethnicity of Hispanic. Graphs first will illustrate race of the driver and a separate graph illustrates the ethnicity of the driver. The races are Asian, Native American, African American or Caucasian. The ethnicities are Middle Eastern, Hispanic and Non-Hispanic.

Race of Driver



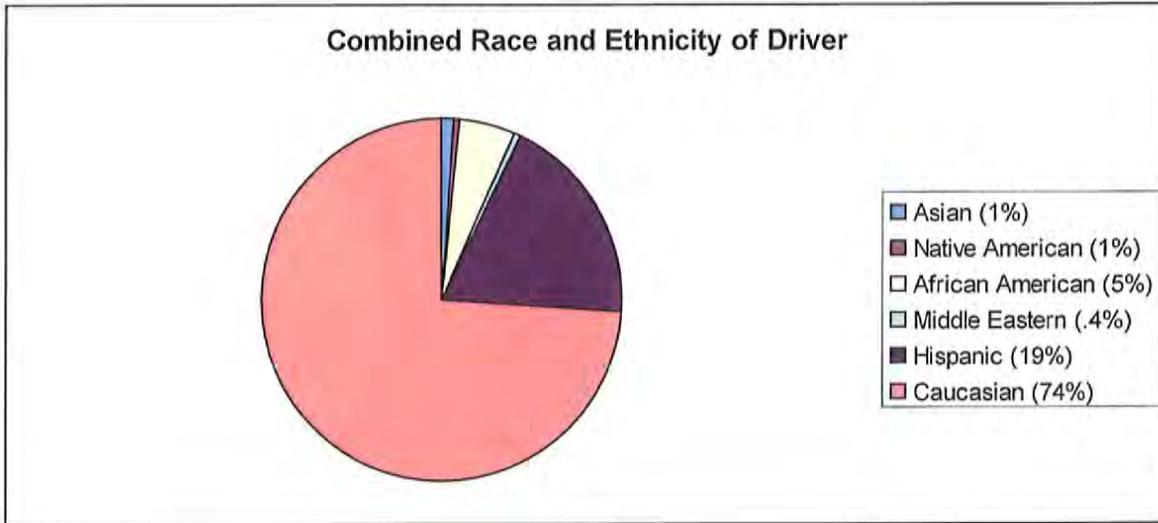
- Asian (1%)
- Native American (1%)
- African American (5%)
- Caucasian (93%)

Ethnicity of Driver

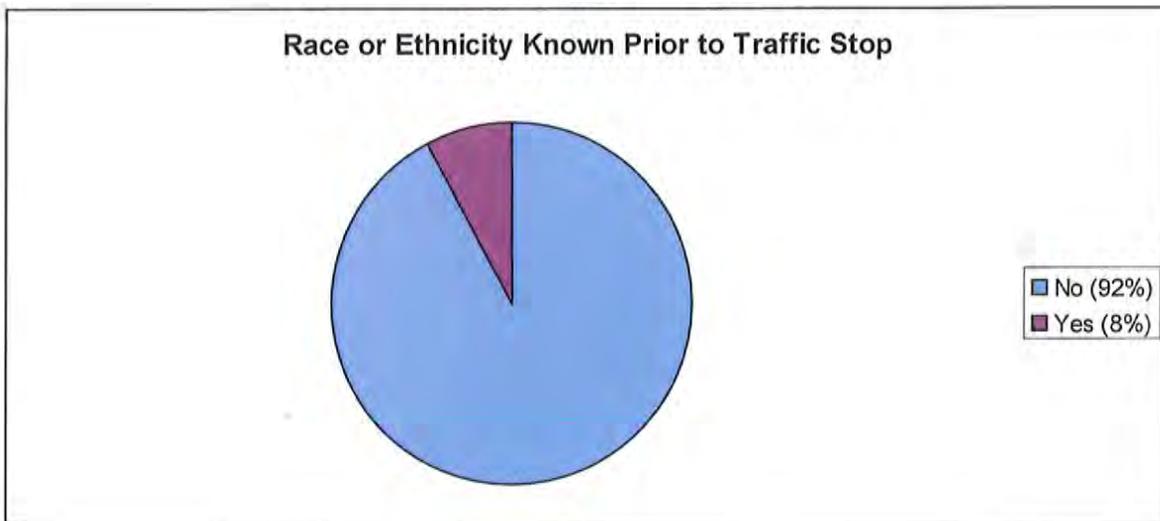


- Middle Eastern (0.5%)
- Hispanic (19%)
- Non-Hispanic (80.5%)

In compliance with the required state reporting categories, all drivers identified as African American, Asian, or Native American were reported as such. All drivers with an ethnicity of Hispanic or Middle Eastern were reported as such, adjusting each total number if a Hispanic or Middle Eastern person was already included in the African American, Asian or Native American category. The remaining drivers were reported as Caucasian.



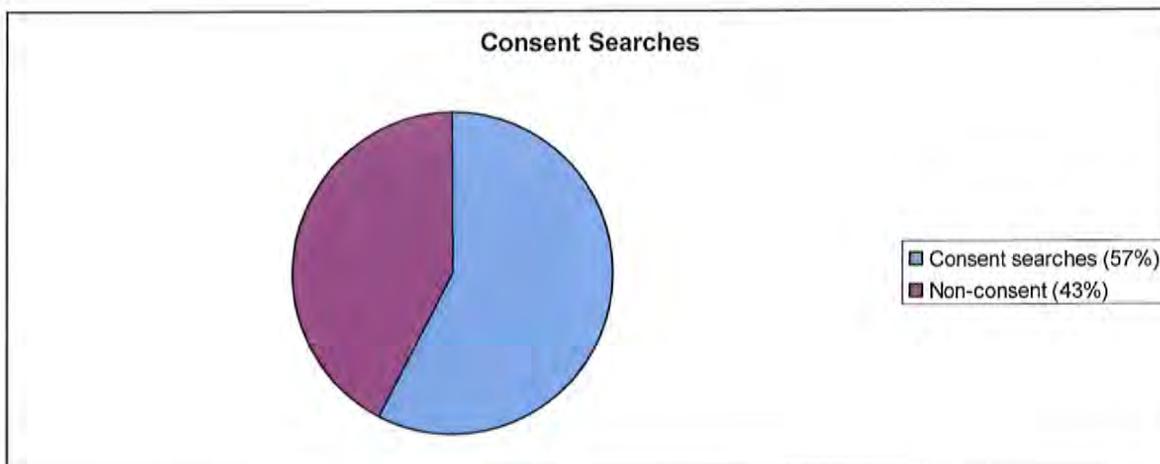
Officers reported in only 686 of the traffic stops, or 8%, that they knew the race or ethnicity of the driver prior to the stop. This is illustrated in the graph as the “yes” category.



Officers reported that in 383 of the traffic stops, or 4%, searches were conducted. This is represented in the graph as the "Search" category.



Of those 383 searches, officers reported that 220, or 57%, were consent searches. The consent search is illustrated in the graph by the "Consent" category. Part of this number of "total" searches was the category of Vehicle Inventory, which is not legally considered a search. We record this inventory in the category because we are inside the vehicle. Of 383 searches, officers reported that 47, or 12% of the total, were inventories to protect the owner's property. Another way to represent this data is that of the 163 non-consent searches 29% were done to protect the owner's property.



Appendix A
Data Reported Electronically to the state

TIER 1 - PARTIAL EXEMPTION RACIAL PROFILING REPORT

Agency Name: LEANDER POLICE DEPT.
Reporting Date: 02/12/2014
TCOLE Agency Number: 491210
Chief Administrator: GREG MINTON
Agency Contact Information: Phone: (512) 528-2800
Email: lwilcox@leandertx.gov
Mailing Address:
LEANDER POLICE DEPT.
705 Leander Dr
Leander, TX 78641

This Agency claims partial racial profiling report exemption because:

Our vehicles that conduct motor vehicle stops are equipped with video and audio equipment and we maintain videos for 90 days.

Certification to This Report 2.132 (Tier 1) – Partial Exemption

Article 2.132(b) CCP Law Enforcement Policy on Racial Profiling

LEANDER POLICE DEPT. has adopted a detailed written policy on racial profiling. Our policy:

- (1) clearly defines acts constituting racial profiling;
- (2) strictly prohibits peace officers employed by the LEANDER POLICE DEPT. from engaging in racial profiling;
- (3) implements a process by which an individual may file a complaint with the LEANDER POLICE DEPT. if the individual believes that a peace officer employed by the LEANDER POLICE DEPT. has engaged in racial profiling with respect to the individual;
- (4) provides public education relating to the agency's complaint process;
- (5) requires appropriate corrective action to be taken against a peace officer employed by the LEANDER POLICE DEPT. who, after an investigation, is shown to have engaged in racial profiling in violation of the LEANDER POLICE DEPT.'s policy adopted under this article;
- (6) require collection of information relating to motor vehicle stops in which a citation is issued and to arrests made as a result of those stops, including information relating to:
 - (A) the race or ethnicity of the individual detained;
 - (B) whether a search was conducted and, if so, whether the individual detained consented to the search; and

(C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and

(7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:

(A) The Commission on Law Enforcement; and

(B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

I certify these policies are in effect.

Executed by: **GREG MINTON**

Chief Administrator

LEANDER POLICE DEPT.

Date: 02/12/2014

LEANDER POLICE DEPT. Motor Vehicle Racial Profiling Information

Number of motor vehicle stops:

- 1. **8489** citation only
- 2. **0** arrest only
- 3. **242** both
- 4. **8731 Total** (4, 11, 14 and 17 must be equal)

Race or Ethnicity:

- 5. **439** African
- 6. **106** Asian
- 7. **6458** Caucasian
- 8. **1652** Hispanic
- 9. **32** Middle Eastern
- 10. **44** Native American
- 11. **8731 Total** (lines 4, 11, 14 and 17 must be equal)

Race or Ethnicity known prior to stop?

- 12. **686** Yes
- 13. **8045** No
- 14. **8731 Total** (lines 4, 11, 14 and 17 must be equal)

Search conducted?

- 15. **383** Yes
- 16. **8348** No
- 17. **8731 Total** (lines 4, 11, 14 and 17 must be equal)

Was search consented?

- 18. **220** Yes
- 19. **163** No
- 20. **383 Total** (must equal line 15)



Executive Summary

February 20, 2014

Council Agenda Subject: Consider Dedication and Acceptance of Borho Tract – Offsite Utility Improvements Water and Wastewater

Background: As part of the subdivision infrastructure requirements for this project, the offsite utility improvements to the Borho Tract at County Road 179 and County Road 175, have been installed, inspected, and found to be satisfactorily completed. All documentation required for acceptance of the offsite utility improvements have been received, including record drawings, statement(s) of substantial completion prepared by a Professional Engineer licensed in the State of Texas, copies of all inspection reports and certified test results, electronic files of the improvements and final plat(s), affidavit(s) of all bills paid, and a two-year term Maintenance Bond(s). The Maintenance Bond(s) will commence the two year term upon City Council acceptance, as anticipated, on February 20, 2013, which will provide warranty and maintenance coverage for the utility improvements through September 19, 2015. The Engineering Department will perform a formal inspection of the improvements approximately 30 days prior to the expiration of the Maintenance Bond(s) to assure that any defects in materials, workmanship, or maintenance are corrected prior to expiration of the bond.

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

Financial Consideration: N/A

Recommendation: Staff recommends City Council's formal acceptance of the Borho Tract – Offsite Utility Improvements – Water and Wastewater

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

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



LAND DEVELOPMENT ENVIRONMENTAL TRANSPORTATION WATER RESOURCES SURVEYING

ENGINEER'S CONCURRENCE FOR PROJECT ACCEPTANCE

PROJECT: Borho Tract - Offsite Utility Improvements Water and Wastewater

Date: January 07, 2014

Owner's Name and Address

Consultant Engineer's Name and Address

Meritage Homes of Texas, L.L.C. 8920 Business Park Drive, Suite 250 Austin, Texas 78759

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

On October 24, 2013, I, the undersigned Professional Engineer in the State of Texas, or my representative, met with representatives of the City of Leander and the Project Contractor and made a visual inspection of the above referenced project. No discrepancies in approved construction plans or deficiencies in construction were visible or brought to my attention by the parties at the meeting except those listed below. I, therefore, recommend acceptance of this project by the City of Leander once the following listed items are corrected to the satisfaction of the City of Leander.

Punchlist items have been completed.

Four horizontal lines for listing punchlist items.

(SEAL)



Handwritten signature of James A. Huffcut, Jr. over a signature line.

James A. Huffcut, Jr., P.E. over a typed name line.

55253 over a Texas Registration No. line.

MAINTENANCE BOND
Subdivision Improvements

Bond #58S205806

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that Chasco Constructors as Principal, whose address is 2801 E. Old Settlers Blvd, Round Rock, TX 78665 and Liberty Mutual Insurance Company a Corporation organized under the laws of the State of Massachusetts, and duly authorized to do business in the State of Texas, as Surety, are held and firmly bound unto the City of Leander, Texas as Obligee, in the penal sum of Seventy Two Thousand Five Hundred Seventy One & 60/100-----Dollars (\$72,571.60) to which payment will and truly to be made we do bind ourselves, our and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal has constructed Offsite utility improvements to the Borho Tract at County Road 179 and County Road 175. Improvements include offsite water and wastewater. (insert description of subdivision improvements) (the "improvements") pursuant to the ordinances of the Obligee, which ordinances are hereby expressly made a part hereof as though the same were written and embodied herein;

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

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

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

subcontractors, and in the case the said Principal shall fail to do so within ten days after being notified, it is agreed that the Obligee may do said work and supply such materials, and charge the same against Principal and Surety on this obligation.

The Surety shall notify the Obligee at least fifteen (15) days prior to the end of the first full calendar year and prior to the lapse of this Maintenance Bond at the end of the second full calendar year.

Surety and Principal agree that whenever a defect or failure of the improvement occurs within the period of coverage under this Bond, the Surety and Principal shall provide a new maintenance bond or other surety instrument in a form acceptable to the Obligee and compliant with the Obligee's ordinances conditioned to guarantee for the period of one (1) year after the Obligee's acceptance of the corrected defect or failure, against all defects in workmanship and materials associated with the corrected defect or failure which may become apparent during said period, which shall be in addition to this Maintenance Bond.

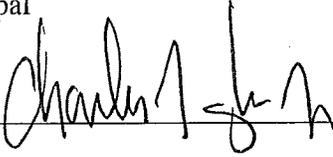
The Surety agrees to pay the Obligee upon demand all loss and expense, including attorneys' fees, incurred by the Obligee by reason of or on account of any breach of this obligation by the Surety. Provided further, that in any legal action be filed upon this bond, venue shall lie in the county where the improvements are constructed.

This Bond is a continuing obligation and shall remain in full force and effect until cancelled as provided for herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the improvements, or the work to be performed thereon, or the plans, specifications or drawings accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the improvements, or the work to be performed thereon.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 8th day of January, 2014.

Chasco Constructors
Principal

By: 

Title: PRESIDENT
Address: 2801 E. Old Settlers Blvd

Round Rock, TX 78665

Liberty Mutual Insurance Company
Surety

By: 

Title: Robert James Nitsche, Attorney-In-Fact
Address: 13201 NW Frwy, Ste 600

Houston, TX 77040

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

Insurance Network of Texas

143 E. Austin, Giddings, TX 78942

(Seal)

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6327474

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Craig Parker; David Ferguson; Kenneth Nitsche; Nina Smith; Robert James Nitsche; Robert K. Nitsche; Violet Frosch

all of the city of Giddings, state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 23rd day of October, 2013.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this 23rd day of October, 2013, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: KD Riley
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 8th day of January, 2014.



By: David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO: Meritage Homes of Texas, LLC

PROJECT: Borho Tract Offsite Utility Improvements

APPLICATION NO: Retainage

Distribution to:
 Owner
 Chaz Glace
 Accounting
 13092 - 106

FROM: CHASCO CONSTRUCTORS
 P.O. BOX 1057
 Round Rock, tx 78680

PERIOD TO: 10/31/13

PROJECT NOS: 13092

CONTRACT DATE: 06/14/13

CONTRACT FOR: Offsite Utility Improvements

CONTRACTOR'S APPLICATION FOR PAYMENT

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

Application is made for payment, as shown below, in connection with the Contract, Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM

\$	698,896.00
\$	26,820.00
\$	725,716.00
\$	725,716.00
2. Net change by Change Orders
3. CONTRACT SUM TO DATE (Line 1 ± 2)
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)
5. RETAINAGE:

\$	-
\$	-
\$	-

 - a. 0 % of Completed Work (Column D + E on G703)
 - b. % of Stored Material (Column F on G703)
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)

\$	-
\$	725,716.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)

\$	689,430.20
\$	36,285.80
\$	-
8. CURRENT PAYMENT DUE (Line 6 less Line 7)
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 26,820.00	\$ -
Total approved this Month	\$ -	\$ -
TOTALS	\$ 26,820.00	\$ -
NET CHANGES by Change Order		\$ 26,820.00

CONTRACTOR: CHASCO CONSTRUCTORS

By: William N. Line Date: 10/25/13

State of TEXAS County of William
 Subscribed and sworn to before me this 25 day of October
 Notary Public: APRIL LYDIA GARCIA
 My Commission Expires March 19, 2017

ENGINEER:

By: JUAN C. BARRERA Date: 10/13/2013

OWNER:

By: _____ Date: _____

By: _____ Date: _____

A ITEM NO.	B DESCRIPTION OF WORK	CITY	UNITS	UNIT PRICE	C CONTRACT VALUE	D WORK COMPLETED		E AMOUNT	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH	
						PRIOR PERIOD	THIS PERIOD				
											AMOUNT
ORIGINAL CONTRACT ITEMS											
1	WET CONNECTION TO EXISTING 12" WATER LINE		EA	\$2,000.00	\$ 2,000.00	1.00	\$ 2,000.00	\$ -	\$ 2,000.00	1.00	0
2	12" PVC DR 14 CS90 WATER LINE		LF	\$64.00	\$ 108,992.00	1,703.00	\$ 108,992.00	\$ -	\$ 108,992.00	1,703.00	0.00
3	12" GATE VALVES		EA	\$2,250.00	\$ 4,500.00	2.00	\$ 4,500.00	\$ -	\$ 4,500.00	2.00	0.00
4	FITTINGS		TON	\$1,750.00	\$ 3,500.00	2.00	\$ 3,500.00	\$ -	\$ 3,500.00	2.00	0.00
5	FIRE HYDRANT ASSEMBLY w/ 6" GATE VALVE, LEAD, 12"x8" TEE		EA	\$5,100.00	\$ 30,600.00	6.00	\$ 30,600.00	\$ -	\$ 30,600.00	6.00	0.00
6	RAISE VALVE CASTING		EA	\$400.00	\$ 800.00	2.00	\$ 800.00	\$ -	\$ 800.00	2.00	0.00
7	12" PLUG & BURY		EA	\$250.00	\$ 250.00	1.00	\$ 250.00	\$ -	\$ 250.00	1.00	0.00
8	2" AUTOMATIC AIR RELEASE VALVE (AARV)		EA	\$2,250.00	\$ 2,250.00	1.00	\$ 2,250.00	\$ -	\$ 2,250.00	1.00	0.00
9	24" BORE & STEEL ENCASMENT		LF	\$535.00	\$ 75,970.00	142.00	\$ 75,970.00	\$ -	\$ 75,970.00	142.00	0.00
10	TRENCH SAFETY		LF	\$1.00	\$ 1,703.00	1,703.00	\$ 1,703.00	\$ -	\$ 1,703.00	1,703.00	0.00
11	10" SDR-26 WASTEWATER LINE 0'-8" DEEP		LF	\$59.00	\$ 51,507.00	873.00	\$ 51,507.00	\$ -	\$ 51,507.00	873.00	0.00
12	10" SDR-26 WASTEWATER LINE 8'-10" DEEP		LF	\$64.00	\$ 22,336.00	349.00	\$ 22,336.00	\$ -	\$ 22,336.00	349.00	0.00
13	10" SDR-26 WASTEWATER LINE 10'-12" DEEP		LF	\$70.00	\$ 26,530.00	379.00	\$ 26,530.00	\$ -	\$ 26,530.00	379.00	0.00
14	10" SDR-26 WASTEWATER LINE 12'-14" DEEP		LF	\$76.00	\$ 31,236.00	411.00	\$ 31,236.00	\$ -	\$ 31,236.00	411.00	0.00
15	10" SDR-26 WASTEWATER LINE 14'-16" DEEP		LF	\$85.00	\$ 47,685.00	561.00	\$ 47,685.00	\$ -	\$ 47,685.00	561.00	0.00
16	10" SDR-26 WASTEWATER LINE 16'-18" DEEP		LF	\$99.00	\$ 32,868.00	332.00	\$ 32,868.00	\$ -	\$ 32,868.00	332.00	0.00
17	12" SDR-26 WASTEWATER LINE 14'-16" DEEP		LF	\$109.00	\$ 1,090.00	10.00	\$ 1,090.00	\$ -	\$ 1,090.00	10.00	0.00
18	TRENCH SAFETY		LF	\$1.00	\$ 2,915.00	2,915.00	\$ 2,915.00	\$ -	\$ 2,915.00	2,915.00	0.00
19	4" DIAM. STANDARD MANHOLE (0-8) DEEP		EA	\$4,200.00	\$ 37,800.00	9.00	\$ 37,800.00	\$ -	\$ 37,800.00	9.00	0.00
20	4" DIAM. DROP MANHOLE (0-8) DEEP		EA	\$6,100.00	\$ 12,200.00	2.00	\$ 12,200.00	\$ -	\$ 12,200.00	2.00	0.00
21	EXTRA DEPTH MANHOLE		VF	\$425.00	\$ 27,200.00	64.00	\$ 27,200.00	\$ -	\$ 27,200.00	64.00	0.00
22	CONCRETE ENCASMENT		CY	\$200.00	\$ 400.00	2.00	\$ 400.00	\$ -	\$ 400.00	2.00	0.00
23	CAST-IN-PLACE MANHOLE		EA	\$12,500.00	\$ 12,500.00	1.00	\$ 12,500.00	\$ -	\$ 12,500.00	1.00	0.00
24	(UNDER CR 175)		LF	\$541.00	\$ 91,970.00	170.00	\$ 91,970.00	\$ -	\$ 91,970.00	170.00	0.00
25	(UNDER CULVERT) (ESTIMATED W/O BORE BY		LF	\$410.00	\$ 26,650.00	65.00	\$ 26,650.00	\$ -	\$ 26,650.00	65.00	0.00
26	24" STEEL ENCASMENT (UNDER BRUSHY CREEK)		LF	\$142.00	\$ 31,240.00	220.00	\$ 31,240.00	\$ -	\$ 31,240.00	220.00	0.00
27	SILT FENCE		LF	\$2.00	\$ 6,480.00	3,240.00	\$ 6,480.00	\$ -	\$ 6,480.00	3,240.00	0.00
28	TREE PROTECTION FENCING		LS	\$1,000.00	\$ 1,000.00	1.00	\$ 1,000.00	\$ -	\$ 1,000.00	1.00	0.00
29	REVEGETATION (LIMITS OF CONSTRUCTION)		SY	\$1.20	\$ 1,500.00	1,250.00	\$ 1,500.00	\$ -	\$ 1,500.00	1,250.00	0.00
30	TRAFFIC CONTROL PLAN		LS	\$3,224.00	\$ 3,224.00	1.00	\$ 3,224.00	\$ -	\$ 3,224.00	1.00	0.00
Change Orders											
	RELOCATE EXISTING TOPSOIL STOCKPILED IN NORTH RC		CY	\$11.00	\$ 21,120.00	1,920.00	\$ 21,120.00	\$ -	\$ 21,120.00	1,920.00	0.00
	ADD MANHOLE A5-A		EA	\$4,200.00	\$ 4,200.00	1.00	\$ 4,200.00	\$ -	\$ 4,200.00	1.00	0.00
	EXTEND FIRE HYDRANT LEAD TO ROW		EA	\$1,500.00	\$ 1,500.00	1.00	\$ 1,500.00	\$ -	\$ 1,500.00	1.00	0.00
CONTRACT AMOUNT							\$ 725,716.00	\$ -	\$ 725,716.00	\$ -	



Juan C. Brizuela
 01/31/2014

**FINAL BILLS PAID AFFIDAVIT
AND WAIVER OF LIEN**

STATE OF TEXAS
COUNTY OF

Date: 01/27/14

Owner: MORTGAGE HOMES OF TEXAS

Contractor/Material
Provider ("Affiant"): CHASCO CONSTRUCTORS, LTD, L.L.P.

Project: TRAILS OF SHADY OAK
(BORHO TRACT)

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

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

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

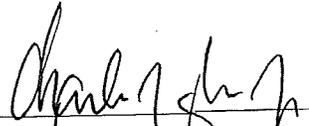
SUBSCRIBED AND SWORN TO BY Affiant on this 27th day of JAN, 2014.

AFFIANT:

Signature: _____

Typed Name: _____

Title: _____


Charles J Glendon
Resident

Initialed: _____

STATE OF TEXAS

COUNTY OF WILLIAMSON

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 27 day of 1, 2014

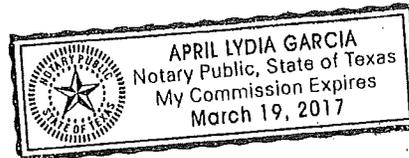
[S E A L]

April Garcia
Notary in and for the State of Texas

Name: April Garcia

My commission expires:

3/19/17



Initialed: _____



Executive Summary

February 20, 2014

Council Agenda Subject: Consider an Ordinance of the City of Leander, Texas, Amending Ordinance No. 13-057-00 Adopting the Annual Budget of the City of Leander, Texas for Fiscal Year 2013-2014.

Background: This budget amendment provides for necessary mid-year adjustments to appropriate funds for a number of projects previously approved by City Council action as well as for certain unanticipated expenses. The General Fund includes appropriations for two new positions – Senior Building Inspector (to maintain current service levels impacted by growth) and IT Manager (to oversee City’s growing technology needs and infrastructure.) Funds are also included for several professional services contract related to the T.O.D. – including Smart Code update, marketing, and Howell consulting. Several transfers to capital project funds from General Fund surplus reserves include East Crystal Falls (\$343,925); US183 right-of-way purchase (\$130,000); Leander T retention pond (\$82,420); and Lakeline Boulevard extension lighting (\$35,000). The amendment also includes rolling forward appropriation balances from prior year capital projects including CR 179 (Journey Parkway); Crystal Falls Elevated Storage Tank (plus change orders approved in FY14); East Crystal Falls roadway; Leander T; County Glen roadway; and Bagdad at Kettering improvements with the City of Cedar Park.

Origination: Robert G. Powers, Finance Director

Financial Consideration: Appropriates additional funds from either reserves or current revenue.

Recommendation: Staff recommends approval

Attachments: Ordinance

Prepared by: Robert G. Powers, Finance Director

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING ORDINANCE NO. 13-057-00 ADOPTING THE ANNUAL BUDGET OF THE CITY OF LEANDER, TEXAS FOR FISCAL YEAR 2013-2014.

WHEREAS, a proposed budget for the fiscal year beginning October 1, 2013 and ending September 30, 2014 for the City of Leander, Texas was duly filed with the City Secretary and was duly presented to the City Council by the Mayor; and

WHEREAS, the City Council approved and adopted the FY2013-2014 budget; and

WHEREAS, the City Council appropriated funds according to the prospective perceived needs and revenues which have changed during the fiscal year.

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. Budget Amendment. The FY 2013-2014 Budget is hereby amended as follows:

FUND	ADOPTED FY2013-2014 BUDGET	AMENDMENT I FY2013-2014 BUDGET	REVISED FY2013-2014 BUDGET
01 - GENERAL FUND			
REVENUES	18,394,116	240,750	18,634,866
EXPENDITURES	20,542,936	994,095	21,537,031
03 - BRYSON FARMSTEAD FUND			
REVENUES	0		0
EXPENDITURES	0		0
04 - LEANDER CLEAN UP FUND			
REVENUES	9,885		9,885
EXPENDITURES	9,885		9,885
05 - GOLF FUND			
REVENUES	1,332,600		1,332,600
EXPENDITURES	1,378,132		1,378,132
10 - PUBLIC ARTS FUND			
REVENUES	1,020		1,020
EXPENDITURES	4,200		4,200
12 - TIA FUND			
REVENUES	0	900,059	900,059
EXPENDITURES	0	670,000	670,000

13 - EQUIPMENT FUND			
REVENUES	2,023		2,023
EXPENDITURES	23,880		23,880
14 - VEHICLE FUND			
REVENUES	555,100	70,600	625,700
EXPENDITURES	770,220	40,455	810,675
20 - UTILITY FUND			
REVENUES	17,216,645		17,216,645
EXPENDITURES	20,166,645		20,166,645
21 - UTILITY VEHICLE FUND			
REVENUES	21,120		21,120
EXPENDITURES	50,000		50,000
25 - WATER IMPACT			
REVENUES	1,489,500		1,489,500
EXPENDITURES	1,345,321	509,604	1,854,925
26 - WASTEWATER IMPACT			
REVENUES	859,500		859,500
EXPENDITURES	250,000	18,000	268,000
27 - WATER CIP FUND			
REVENUES	0		0
EXPENDITURES	0	530,000	530,000
28 - SERIES 2007 9.2M CO'S			
REVENUES	0		0
EXPENDITURES	0		0
40 - GF CAPITAL PJTS			
REVENUES	1,649,946	648,149	2,298,095
EXPENDITURES	1,544,750	1,069,745	2,614,495
41 - GF CIP PARK GRANTS			
REVENUES	70,000		70,000
EXPENDITURES	70,000		70,000
52 - GF 21M BOND 2007			
REVENUES	0		0
EXPENDITURES	0		0
53 - \$6.3M BOND 2010			
REVENUES	0		0
EXPENDITURES	1,160,000	872,520	2,032,520

70 - POLICE DEPT. GRANTS			
REVENUES	0		0
EXPENDITURES	0		0
71 - COURT SECURITY FUND			
REVENUES	10,000		10,000
EXPENDITURES	10,000		10,000
72 - COURT TECHNOLOGY FUND			
REVENUES	13,000		13,000
EXPENDITURES	13,000		13,000
73 - PARKS SPECIAL REVENUE FUND			
REVENUES	29,000		29,000
EXPENDITURES	29,000		29,000
74 - FIRE RESCUE REVENUE FUND			
REVENUES	15,000		15,000
EXPENDITURES	50,000		50,000
75 - PARK DEDICATION ORD.			
REVENUES	453,100		453,100
EXPENDITURES	677,000		677,000
76 - STEP FUND			
REVENUES	105,000		105,000
EXPENDITURES	25,000		25,000
77 - POLICE FORFEITURE FUND			
REVENUES	0		0
EXPENDITURES	5,725		5,725
78 - POLICE SPECIAL REVENUE			
REVENUES	12,000		12,000
EXPENDITURES	12,000		12,000
79 - TIRZ #1 FUND			
REVENUES	200,000		200,000
EXPENDITURES	200,200		200,200
80 - GF DEBT SERVICE			
REVENUES	4,730,000		4,730,000
EXPENDITURES	4,730,000		4,730,000
85 - UF DEBT SERVICE			
REVENUES	3,273,756		3,273,756
EXPENDITURES	3,273,756		3,273,756

96 - LEANDER DEVELOPMENT AUTHORITY				
REVENUES	11,000			11,000
EXPENDITURES	11,000			11,000

Section 3. Exhibit A. The individual line items affected by the budget amendment are hereby attached as Exhibit A.

Section 4 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 20th day of February, 2014.

ATTEST:

CITY OF LEANDER, TEXAS

Debbie Haile, City Secretary

Christopher Fielder, Mayor

EXHIBIT A

FUND	DEPARTMENT	DESCRIPTION	AMENDMENT I FY2013-2014 CHANGE
01 - GENERAL FUND			
REVENUES			
01-00-4555	Revenue	Site Development Fees	70,000
01-00-4565	Revenue	Subdivision Filing Fees	65,000
01-00-4595	Revenue	Zoning Fees	105,000
01-00-4655	Revenue	PSAP Grant	750
EXPENDITURES			
01-07-5110	Urban Design	Final salary & benefits	14,500
01-07-5600	Urban Design	Smart Code Update additional amount	26,500
01-07-5600	Urban Design	TOD Marketing & Branding additional amount	10,000
01-07-5600	Urban Design	Howell Consulting	60,000
01-22-5678	Engineering	Subdivision construction testing	36,000
01-42-5251	Police - Uniform Services	Additional PSAP funds	750
01-51-5120	Building Inspections	Sr. Building Inspector - new position	32,485
01-51-5152	Building Inspections	Phone Allowance	300
01-51-5180	Building Inspections	FICA/Medicare	2,500
01-51-5182	Building Inspections	Health Insurance	2,700
01-51-5188	Building Inspections	TMRS	3,540
01-51-5215	Building Inspections	Computer	1,400
01-51-5215	Building Inspections	Computer	1,400
01-51-5240	Building Inspections	Fuel	800
01-51-5280	Building Inspections	Uniforms	350
01-53-5120	Non-Departmental	IT Manager - new position	37,500
01-53-5152	Non-Departmental	Phone Allowance	470
01-53-5180	Non-Departmental	FICA/Medicare	2,870
01-53-5182	Non-Departmental	Health Insurance	2,560
01-53-5188	Non-Departmental	TMRS	4,125
01-53-9008	Non-Departmental	East Crystal Falls Roadway Award	343,925
01-53-9008	Non-Departmental	183/183A right-of-way purchase	130,000
01-53-9008	Non-Departmental	Leander T Retention Pond #1	82,420
01-53-9008	Non-Departmental	Lakeline Extension lighting	35,000
01-53-9008	Non-Departmental	Bagdad Final Design	162,000
03 - BRYSON FARMSTEAD FUND			
REVENUES			
EXPENDITURES			
04 - LEANDER CLEAN UP FUND			
REVENUES			
EXPENDITURES			
05 - GOLF FUND			
REVENUES			
EXPENDITURES			
10 - PUBLIC ARTS FUND			
REVENUES			
EXPENDITURES			

12 - TIA FUND			
REVENUES			
12-00-4499	Revenue	CR 179 Cost Sharing - County	500,000
12-00-4625	Revenue	CR 179 Cost Sharing - LISD	400,059
EXPENDITURES			
12-01-5600	Contract Labor	TIA study (Crystal Falls @ 290)	5,000
12-01-8335	CR 179 Roadway	Construction	665,000
13 - EQUIPMENT FUND			
REVENUES			
EXPENDITURES			
14 - VEHICLE FUND			
REVENUES			
14-00-4489	Revenue	Sale of Assets (Fire Vehicle)	70,600
EXPENDITURES			
14-50-5600	Contract Labor	Auction Commission Fees	4,830
14-50-7300	Fire Vehicle	Replacement Vehicle	35,625
20 - UTILITY FUND			
REVENUES			
EXPENDITURES			
21 - UTILITY VEHICLE FUND			
REVENUES			
EXPENDITURES			
25 - WATER IMPACT			
REVENUES			
EXPENDITURES			
25-31-8306	Ronald Reagan Waterline	Engineering - Ronald Reagan 24" waterline	176,753.00
25-31-8328	Crystal Falls EST	Crystal Falls EST landscaping improvements	83,775.00
25-31-8328	Crystal Falls EST	Crystal Falls EST Change Order #3 (Traviso Connection)	151,076.00
25-31-8328	Crystal Falls EST	Crystal Falls EST carryover (fy13)	42,000.00
25-31-8609	Impact Fee Rebates	Final Payment - Grand Mesa Development Agreement	56,000.00
26 - WASTEWATER IMPACT			
REVENUES			
EXPENDITURES			
26-01-8703	County Glen Interceptor	FY12 carryover - Co. Glen WW	18,000
27 - WATER CIP FUND			
REVENUES			
EXPENDITURES			
27-02-8614	Crystal Falls EST	Crystal Falls EST carryover (fy13)	530,000

28 - SERIES 2007 9.2M CO'S			
REVENUES			
EXPENDITURES			
40 - GF CAPITAL PJTS			
REVENUES			
40-00-4900	Transfer In	East Crystal Falls Roadway 2B	343,925.00
40-00-4900	Transfer In	183/183A right-of-way	130,000.00
40-00-4900	Transfer In	Leander T Retention Pond #1	82,420.00
40-00-4900	Transfer In	Lakeline Extension lighting	35,000.00
40-00-4900	Transfer In	budget correction	56,804.00
EXPENDITURES			
40-02-8335	Leander T	Leander T Retention Pond #1	82,420.00
40-02-8335	Leander T	Mel Mathis Construction	220,000.00
40-04-7400	183 right-of-way	183/183A right-of-way	130,000.00
40-04-8005	Lakeline Extension	Lakeline Extension lighting	35,000.00
40-04-8028	Bagdad	Bagdad @ Kettering - Cedar Park ILA	40,000.00
40-04-8342	E. Crystal Falls	East Crystal Falls Roadway Award Bid	343,925.00
40-04-8385	Old 2243	Old 2243 Engineering (carryover fy13)	56,400.00
40-04-8028	Bagdad	Bagdad Final Design	162,000.00
41 - GF CIP PARK GRANTS			
REVENUES			
EXPENDITURES			
52 - GF 21M BOND 2007			
REVENUES			
EXPENDITURES			
53 - \$6.3M BOND 2010			
REVENUES			
EXPENDITURES			
53-01-8327	County Glen Roadway	Construction (carryover fy13)	102,520
53-01-8335	Leander T	Construction (carryover fy13)	770,000



Executive Summary

February 20, 2014

Council Agenda Subject: Consider the Partial Assignment and Assumption of Development Agreement for Reagan's Overlook executed by Land Buddies, LLC to and in favor of Century Land Holdings II, LLC, a Colorado limited liability company, d/b/a Century LH II, LLC.

Background: Land Buddies, LLC, the developer of the Reagan's Overlook subdivision has requested the partial assignment and assumption of the development agreement approved for the project by the City on July 19, 2012. Land Buddies, LLC will retain the obligations to construct the off-site waterline and rights to recover impact fee rebates related to the oversizing of that line. Century Land Holdings II, LLC will assume all other rights and obligation of the development agreement which included a concept plan for the project.

Origination: Applicant, Land Buddies, LLC

Financial Consideration: None

Recommendation: Staff recommends approval

Attachments: Partial Assignment of Development Agreement

Prepared by: Tom Yantis, AICP, Director of Development Services

**PARTIAL ASSIGNMENT AND ASSUMPTION OF
DEVELOPMENT AGREEMENT**

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This Partial Assignment and Assumption of Development Agreement (the "Assignment") is executed and delivered on this the ____ day of _____, 2014, by LAND BUDDIES, LLC, a Texas limited liability company (collectively, "Assignor"), to and in favor of CENTURY LAND HOLDINGS II, LLC, a Colorado limited liability company, d/b/a CENTURY LH II, LLC ("Assignee").

A. The City of Leander, Texas (the "City"), and Assignor entered into that certain Development Agreement for the Reagan's Overlook Subdivision dated July 19, 2012 (the "Agreement") and recorded as Document No. 2012058977 in the Official Public Records of Williamson County, Texas.

B. Assignor desires to assign certain of Assignor's rights in the Agreement relating to the real property described in the attached Exhibit A (the "Transferred Property") to Assignee, and Assignee desires to acquire the same from Assignor, subject to the terms, conditions and limitations herein.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee do hereby agree as follows:

1. Assignment. Assignor has ASSIGNED, TRANSFERRED AND CONVEYED and by these premises does hereby ASSIGN, TRANSFER AND CONVEY to Assignee all of Assignor's right, title and interest in, to and under the Agreement with respect to the Transferred Property, SAVE AND EXCEPT: (a) Assignor's obligations relating to construction of the WTM Project (as defined in the Agreement) under Articles 2, 3 and 4, and Sections 5.02 and 9.01 of the Agreement (the "Assignor Retained Obligations"), (b) Assignor's right to receive all Impact Fee Rebates (as defined in the Agreement) under Article 10 of the Agreement; and (c) Assignor's obligations pursuant to Paragraph 3 of this Assignment.

2. Assumption. Assignee, by its acceptance hereof, hereby: (a) agrees to all terms and conditions of the Agreement and covenants and agrees to assume and perform all duties and obligations to be performed and/or discharged by Assignor under the Agreement, SAVE AND EXCEPT: (i) Assignor Retained Obligations, (ii) Assignor's right to receive all Impact Fee Rebates under Article 10 of the Agreement, and (iii) Assignor's obligations pursuant to Paragraph 3 of this Assignment; (b) agrees to develop the Transferred Property in compliance with the requirements of the Agreement; and (c) agrees to develop the Transferred Property in compliance with the Applicable Regulations (as defined in the Agreement).

3. Assignor Retained Land. Assignor, by its execution of this Assignment, hereby: (a) agrees to complete the development of any property affected by the Agreement and not included within the Transferred Property (the “Assignor Retained Land”) in compliance with the requirements of the Agreement; and (b) agrees to complete the development of the Assignor Retained Land in compliance with the Applicable Regulations.

4. Mutual Indemnity. Assignor hereby agrees to indemnify, defend and hold Assignee harmless for, from and against any and all obligations, responsibilities, duties, liabilities, damages, costs and expenses (including, without limitation, intended and by way of example only, reasonable attorneys’ fees, disbursements and amounts paid in settlement of claims) which are the obligation of the “Developer” under the Agreement and/or which arise out of the failure of the Assignor or its predecessors-in-interest to fulfill their respective obligations under the Agreement, and which have accrued or been incurred prior to the date of this Assignment, arise from Assignor's obligations related to Assignor Retained Obligations or arise from Assignor's obligations related to Assignor Retained Land. Assignee hereby agrees to indemnify, defend and hold Assignor harmless for, from and against any and all obligations, responsibilities, duties, liabilities, damages, costs and expenses (including, without limitation, intended and by way of example only, reasonable attorneys’ fees, disbursements and amounts paid in settlement of claims) which arise out of the failure of the Assignee or its successors-in-interest to fulfill their respective obligations under the Agreement assumed pursuant to this Assignment, and which have accrued or been incurred on or after the date of this Assignment.

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

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

7. Headings. The headings and captions in this Assignment are for convenience only, and shall not control or affect the meaning or construction of any provision of this Assignment.

8. Counterparts; Facsimile Signatures. Facsimile signatures appearing hereon shall be deemed an original, and this Assignment may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall be a complete executed document for all purposes.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

ASSIGNOR:

LAND BUDDIES, LLC,
a Texas limited liability company

By: _____
Lee Nicol, Manager

Date: _____

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the ____ day of _____, 2014,
by, Lee Nicol as Manager of Land Buddies, LLC, a Texas limited liability company, on behalf of
said limited liability company.

NOTARY PUBLIC, State of Texas

(SEAL)

ASSIGNEE:

CENTURY LAND HOLDINGS II, LLC,
a Colorado limited liability company,
d/b/a CENTURY LH II, LLC

By: Century Land Holdings, LLC,
a Colorado limited liability company,
its sole managing member

By: _____
Steve Hayes, Division President

Date: _____

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the ____ day of _____, 2014,
by Steve Hayes, Division President, Century Land Holdings, LLC, a Colorado limited liability
company, sole managing member of Century Land Holdings II, LLC, a Colorado limited liability
company, on behalf of said limited liability companies.

NOTARY PUBLIC, State of Texas

(SEAL)

CONSENT:

CITY OF LEANDER, TEXAS,
a Texas home-rule municipal corporation

By: _____
Christopher Fielder, Mayor

Date: _____

ATTEST:

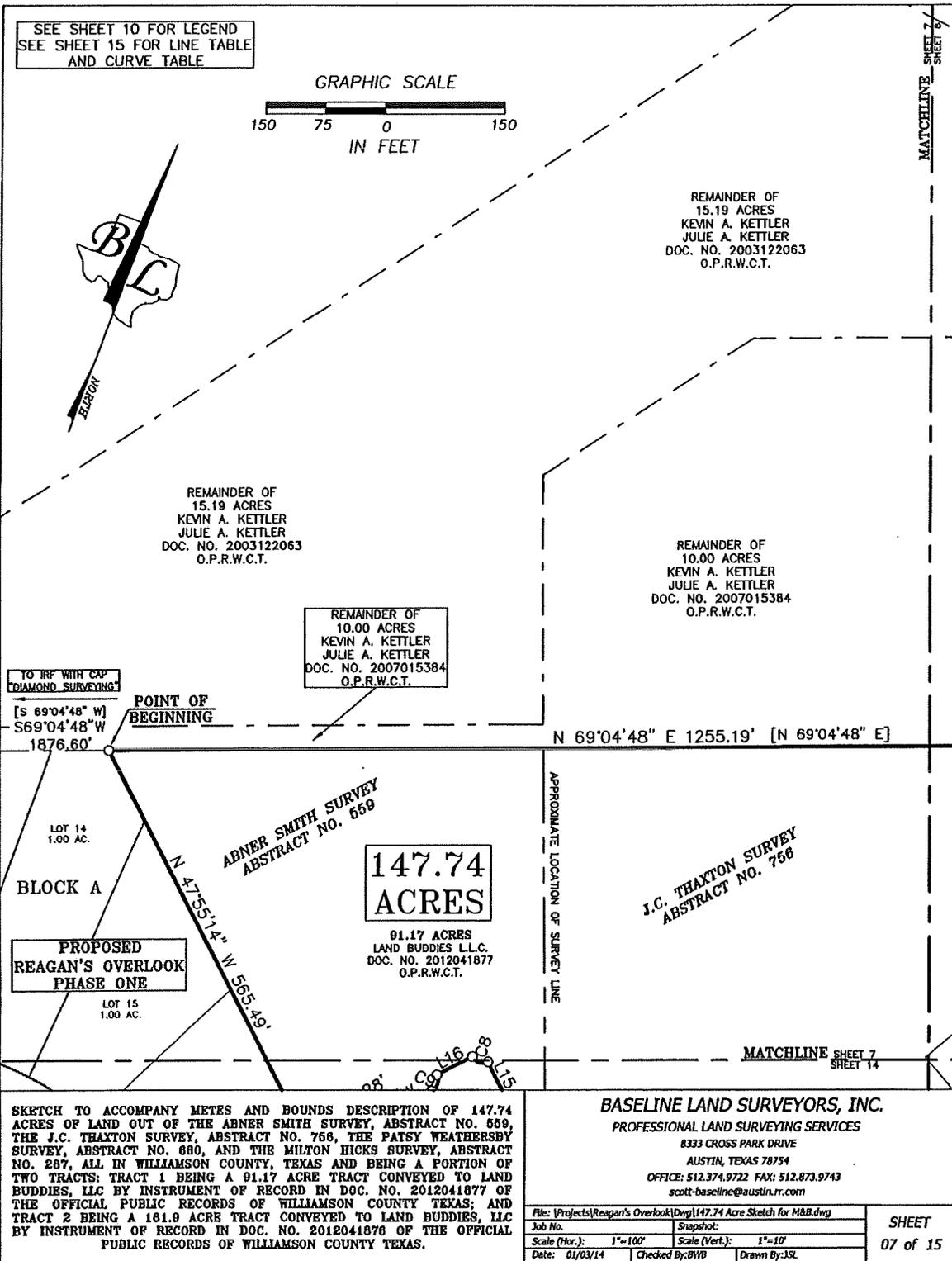
By: _____
Debbie Haile, City Secretary

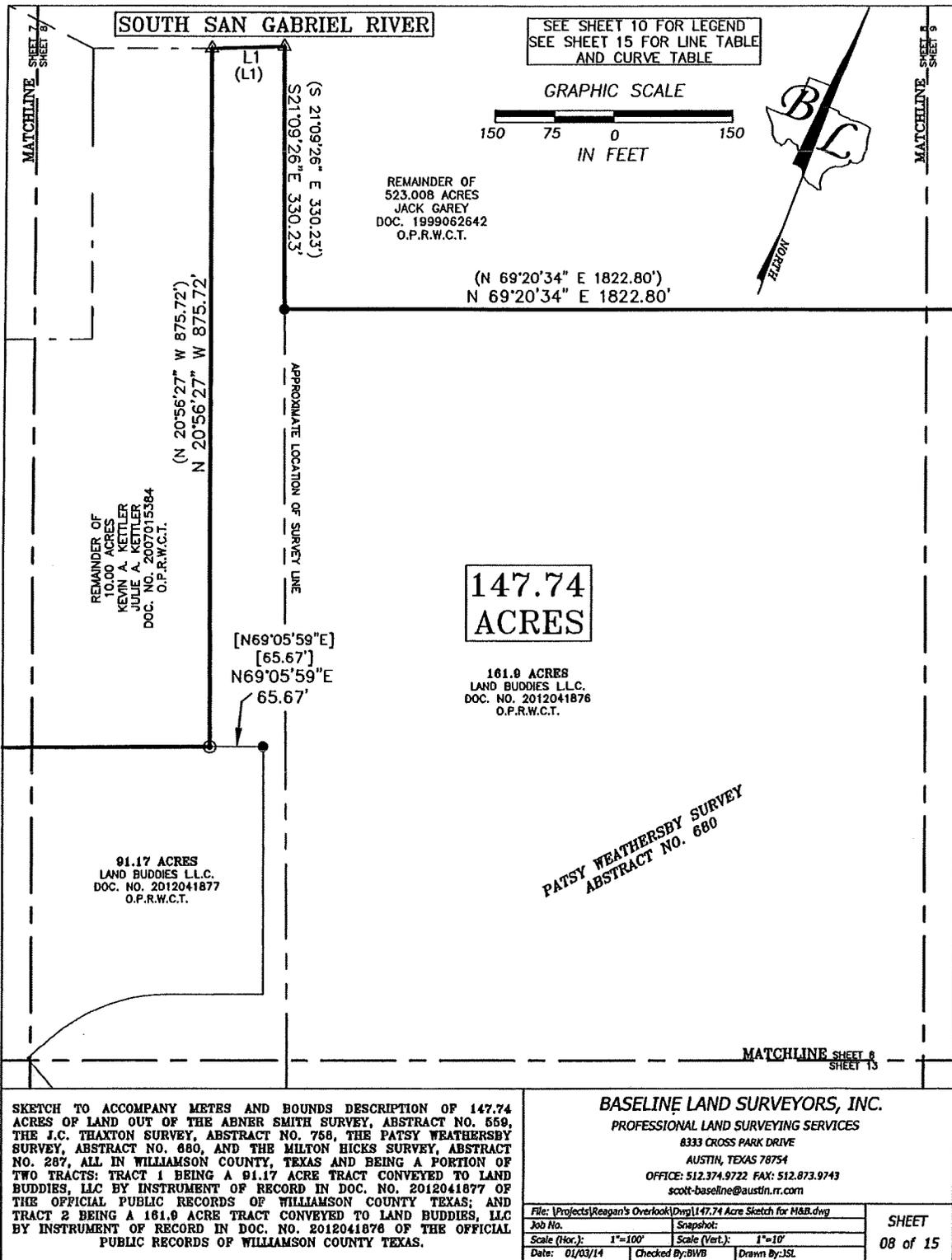
STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the ____ day of _____, 2014,
by Christopher Fielder, as Mayor of the City of Leander, Texas, a Texas municipal corporation,
on behalf of said corporation.

NOTARY PUBLIC, State of Texas

(SEAL)



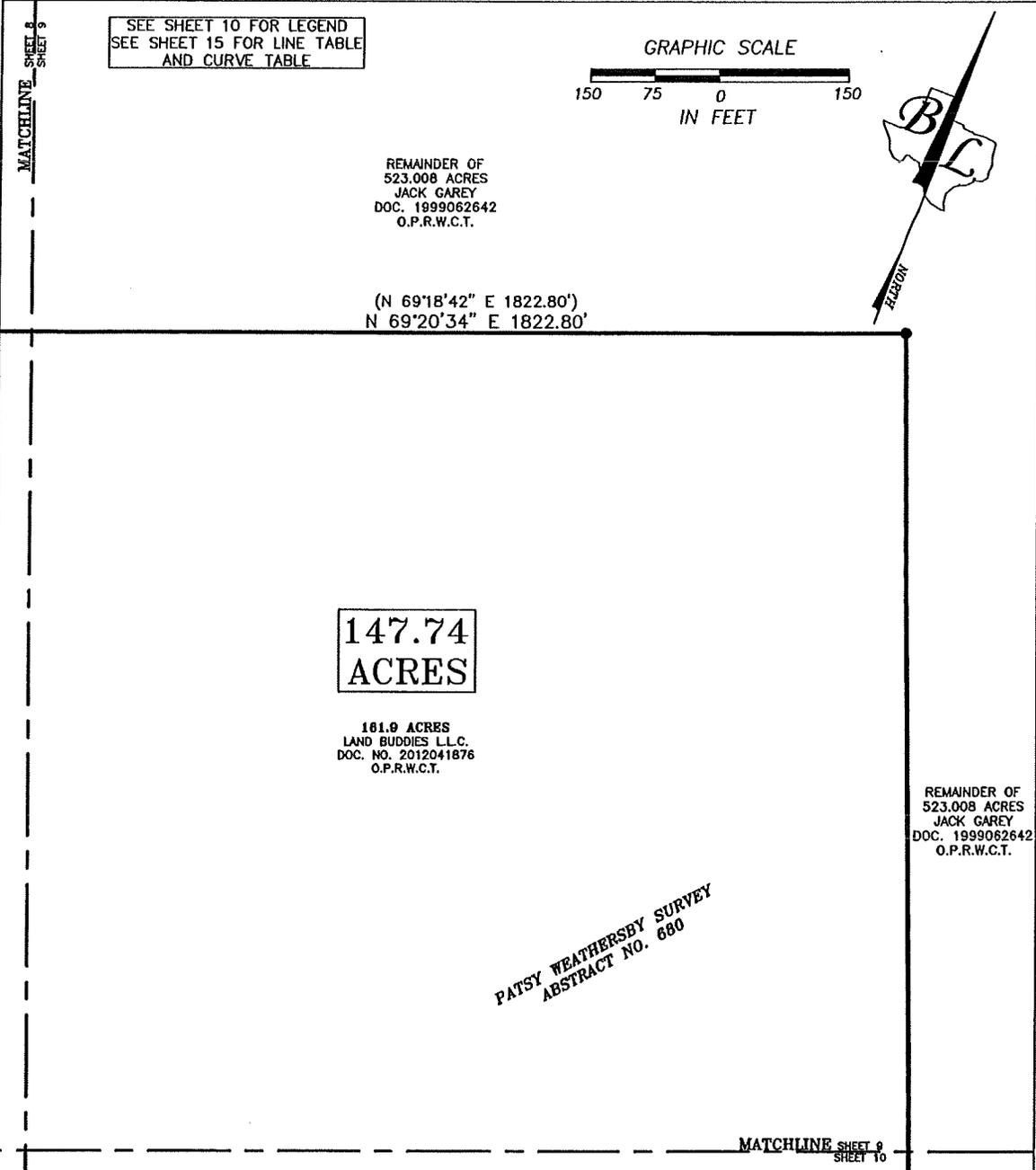


SKETCH TO ACCOMPANY METES AND BOUNDS DESCRIPTION OF 147.74 ACRES OF LAND OUT OF THE ABNER SMITH SURVEY, ABSTRACT NO. 559, THE J.C. THAXTON SURVEY, ABSTRACT NO. 758, THE PATSY WEATHERSBY SURVEY, ABSTRACT NO. 680, AND THE MILTON HICKS SURVEY, ABSTRACT NO. 287, ALL IN WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF TWO TRACTS: TRACT 1 BEING A 91.17 ACRE TRACT CONVEYED TO LAND BUDDIES, LLC BY INSTRUMENT OF RECORD IN DOC. NO. 2012041877 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY TEXAS; AND TRACT 2 BEING A 161.0 ACRE TRACT CONVEYED TO LAND BUDDIES, LLC BY INSTRUMENT OF RECORD IN DOC. NO. 2012041876 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY TEXAS.

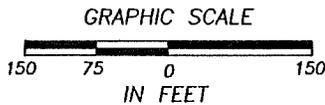
BASELINE LAND SURVEYORS, INC.
PROFESSIONAL LAND SURVEYING SERVICES
8333 CROSS PARK DRIVE
AUSTIN, TEXAS 78754
OFFICE: 512.374.9722 FAX: 512.873.9743
scott-baseline@austin.rr.com

File: \\Projects\Reagan's Overlook\Draw\147.74 Acre Sketch for H&B.dwg	
Job No.	Snapshot:
Scale (Hor.): 1"=100'	Scale (Vert.): 1"=10'
Date: 01/03/14	Checked By: BVB Drawn By: JSL

SHEET
08 of 15



SEE SHEET 10 FOR LEGEND
SEE SHEET 15 FOR LINE TABLE
AND CURVE TABLE



REMAINDER OF
523.008 ACRES
JACK GAREY
DOC. 1999062642
O.P.R.W.C.T.

(N 69°18'42" E 1822.80')
N 69°20'34" E 1822.80'

**147.74
ACRES**

161.9 ACRES
LAND BUDDIES L.L.C.
DOC. NO. 2012041876
O.P.R.W.C.T.

REMAINDER OF
523.008 ACRES
JACK GAREY
DOC. 1999062642
O.P.R.W.C.T.

*PATSY WEATHERSBY SURVEY
ABSTRACT NO. 680*

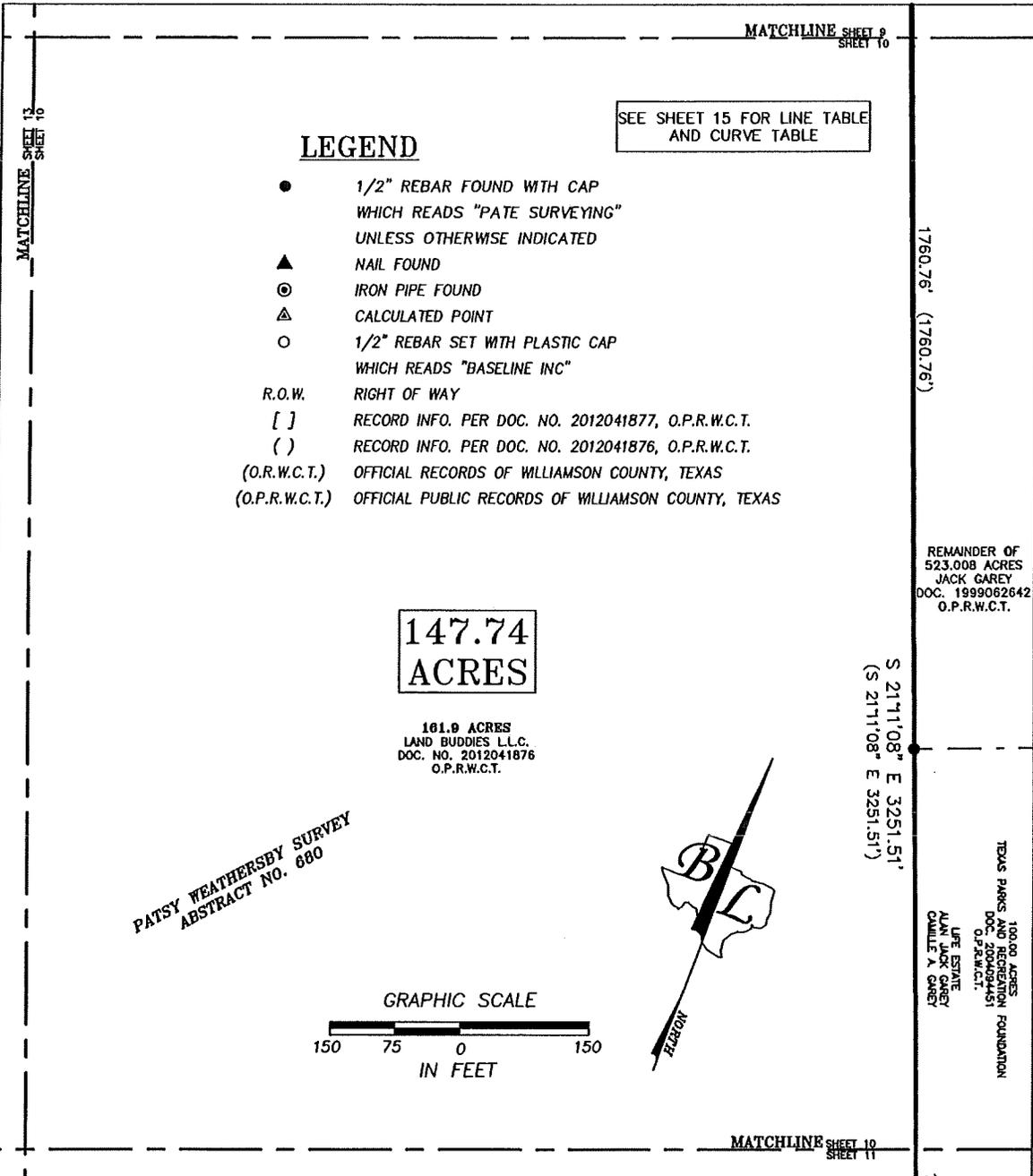
MATCHLINE SHEET 9
SHEET 10

SKETCH TO ACCOMPANY METES AND BOUNDS DESCRIPTION OF 147.74 ACRES OF LAND OUT OF THE ABNER SMITH SURVEY, ABSTRACT NO. 659, THE J.C. THAXTON SURVEY, ABSTRACT NO. 766, THE PATSY WEATHERSBY SURVEY, ABSTRACT NO. 680, AND THE MILTON HICKS SURVEY, ABSTRACT NO. 287, ALL IN WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF TWO TRACTS: TRACT 1 BEING A 91.17 ACRE TRACT CONVEYED TO LAND BUDDIES, LLC BY INSTRUMENT OF RECORD IN DOC. NO. 2012041877 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY TEXAS; AND TRACT 2 BEING A 161.9 ACRE TRACT CONVEYED TO LAND BUDDIES, LLC BY INSTRUMENT OF RECORD IN DOC. NO. 2012041876 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY TEXAS.

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OFFICE: 512.374.9722 FAX: 512.873.9743
scott-baseline@austln.r.com

File: [Projects]Reagan's Overlook[Dwg]147.74 Acre Sketch for M&B.dwg	
Job No.	Snapshot:
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Date: 01/03/14	Checked By: BHB Drawn By: JSL

SHEET
09 of 15



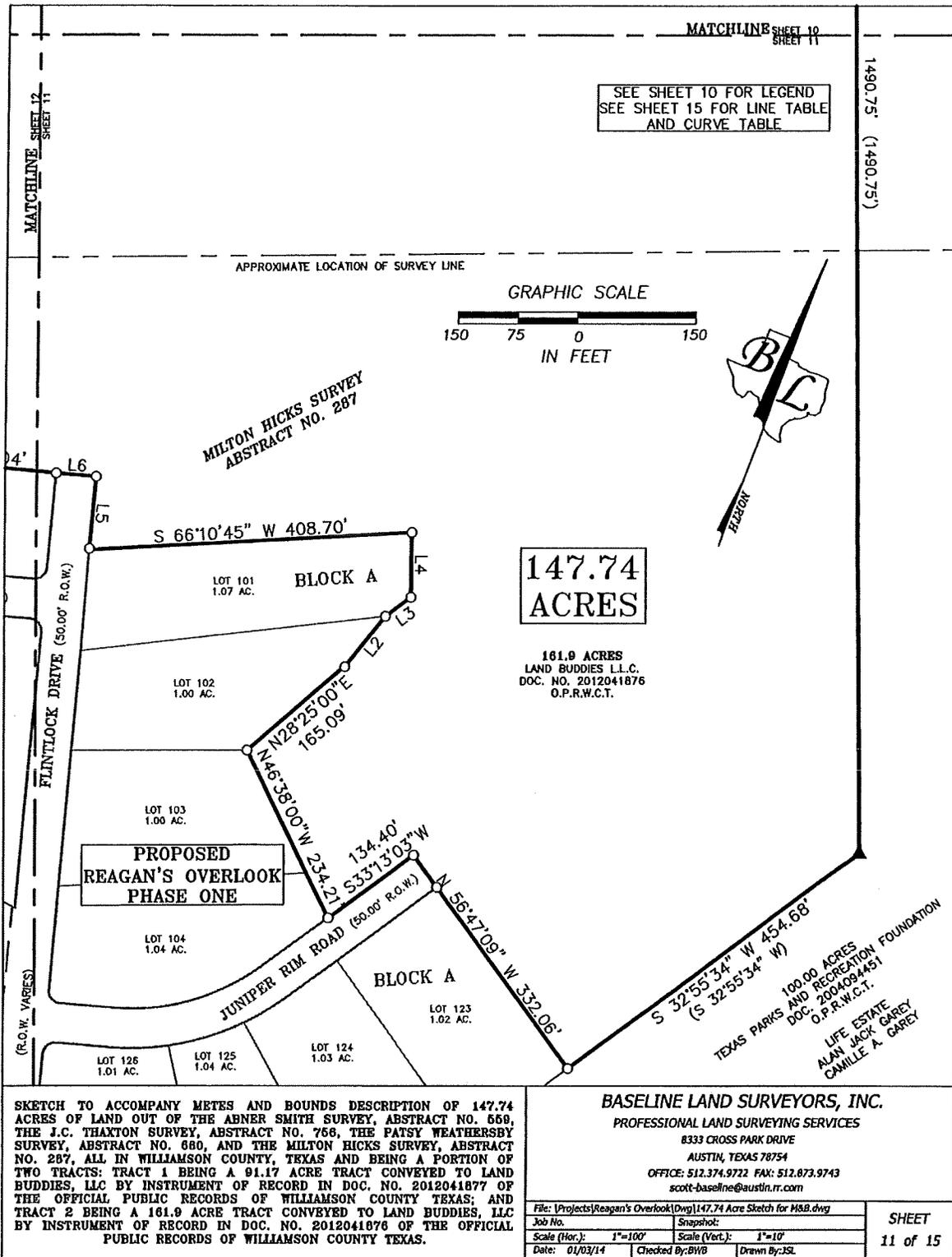
- LEGEND**
- 1/2" REBAR FOUND WITH CAP WHICH READS "PATE SURVEYING" UNLESS OTHERWISE INDICATED
 - ▲ NAIL FOUND
 - ⊙ IRON PIPE FOUND
 - △ CALCULATED POINT
 - 1/2" REBAR SET WITH PLASTIC CAP WHICH READS "BASELINE INC"
- R.O.W. RIGHT OF WAY
- [] RECORD INFO. PER DOC. NO. 2012041877, O.P.R.W.C.T.
- () RECORD INFO. PER DOC. NO. 2012041876, O.P.R.W.C.T.
- (O.R.W.C.T.) OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- (O.P.R.W.C.T.) OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS

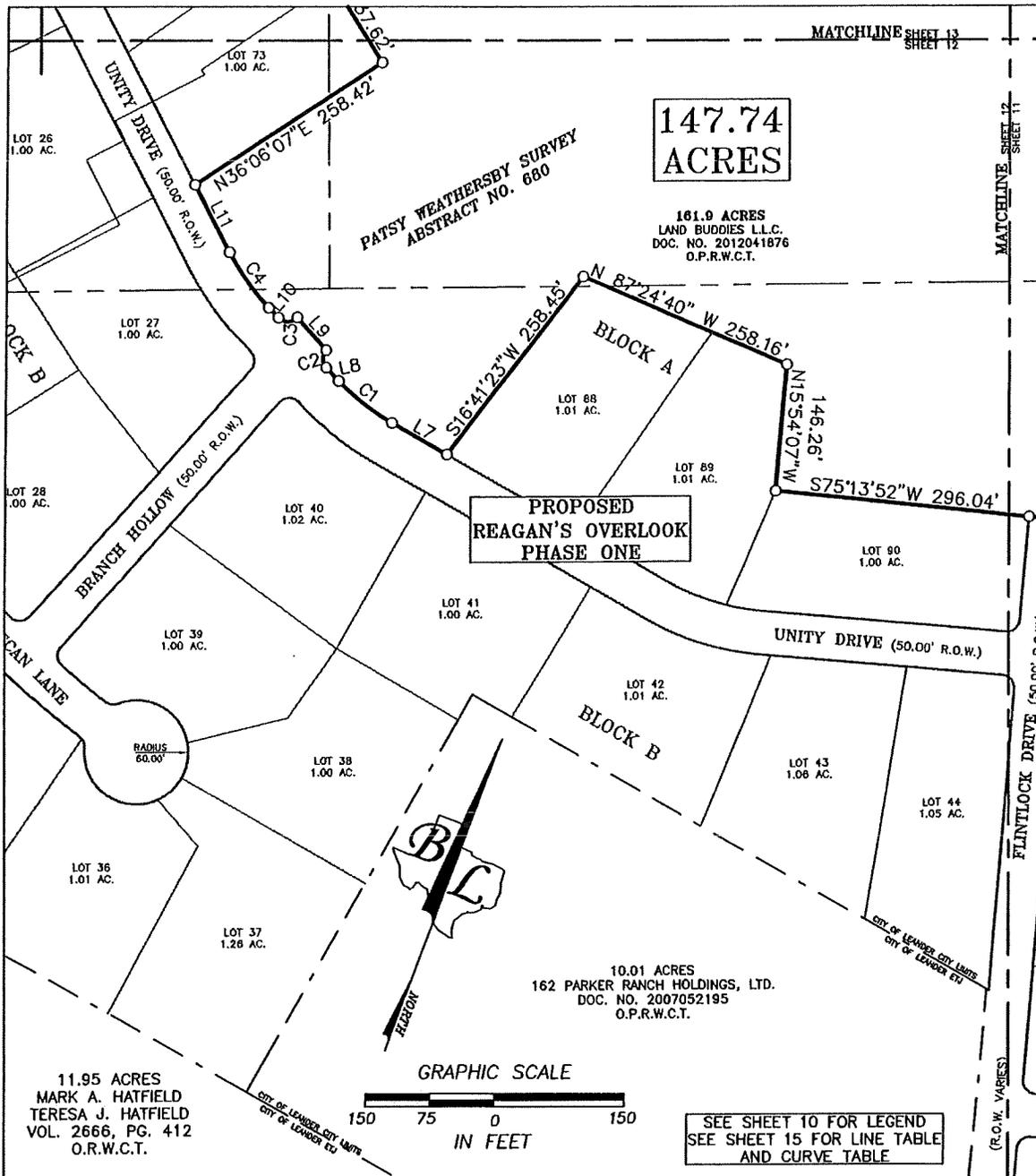
SEE SHEET 15 FOR LINE TABLE AND CURVE TABLE

SKETCH TO ACCOMPANY METES AND BOUNDS DESCRIPTION OF 147.74 ACRES OF LAND OUT OF THE ABNER SMITH SURVEY, ABSTRACT NO. 669, THE J.C. THAXTON SURVEY, ABSTRACT NO. 766, THE PATSY WEATHERSBY SURVEY, ABSTRACT NO. 680, AND THE MILTON HICKS SURVEY, ABSTRACT NO. 287, ALL IN WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF TWO TRACTS: TRACT 1 BEING A 91.17 ACRE TRACT CONVEYED TO LAND BUDDIES, LLC BY INSTRUMENT OF RECORD IN DOC. NO. 2012041877 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY TEXAS; AND TRACT 2 BEING A 161.9 ACRE TRACT CONVEYED TO LAND BUDDIES, LLC BY INSTRUMENT OF RECORD IN DOC. NO. 2012041876 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY TEXAS.

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File: \Projects\Reagan's Overlook\Draw\147.74 Acre Sketch for M&B.dwg		SHEET 10 of 15
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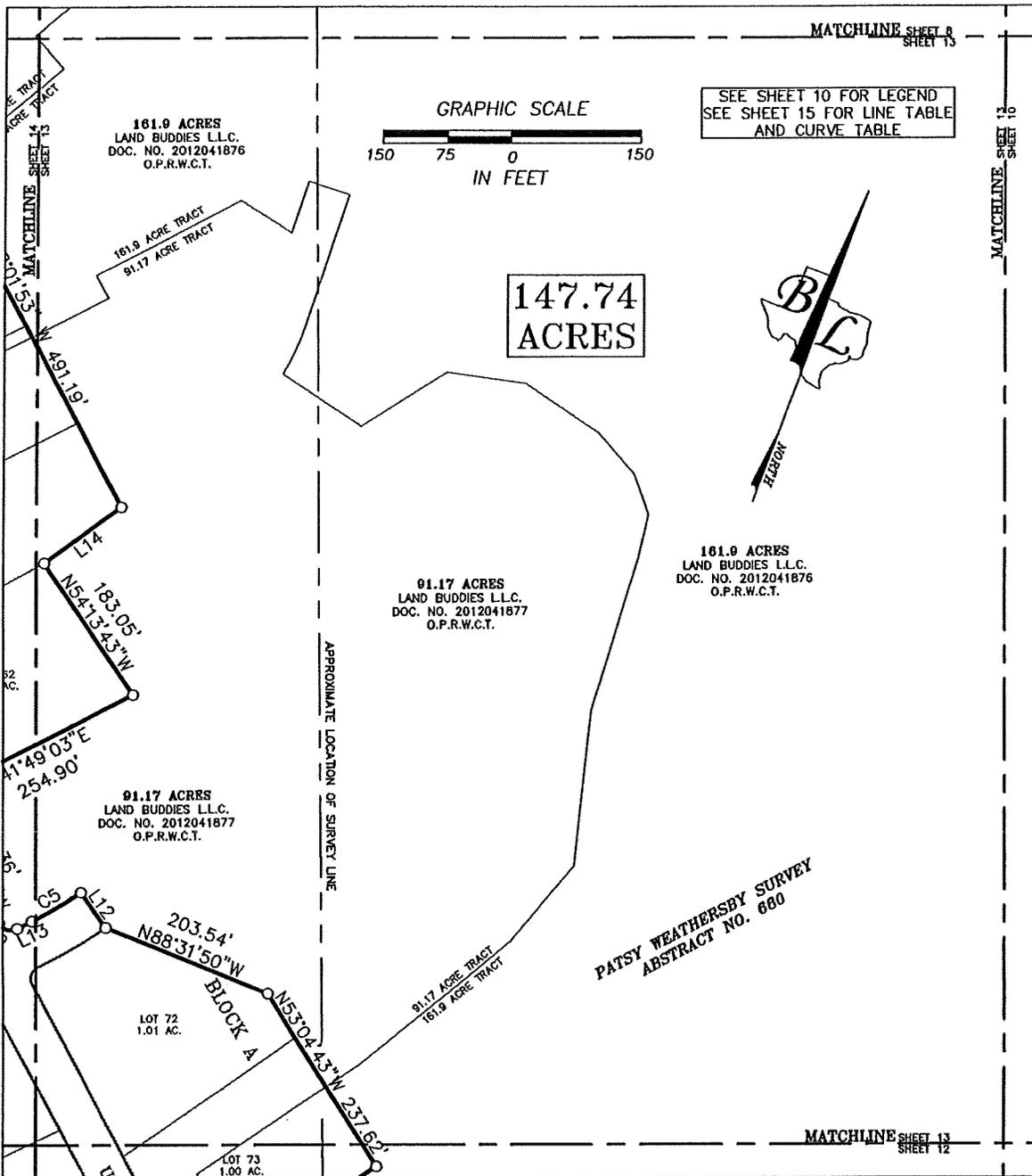




SKETCH TO ACCOMPANY METES AND BOUNDS DESCRIPTION OF 147.74 ACRES OF LAND OUT OF THE ABNER SMITH SURVEY, ABSTRACT NO. 659, THE J.C. THAXTON SURVEY, ABSTRACT NO. 768, THE PATSY WEATHERSBY SURVEY, ABSTRACT NO. 600, AND THE MILTON HICKS SURVEY, ABSTRACT NO. 287, ALL IN WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF TWO TRACTS: TRACT 1 BEING A 91.17 ACRE TRACT CONVEYED TO LAND BUDDIES, LLC BY INSTRUMENT OF RECORD IN DOC. NO. 2012041877 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY TEXAS; AND TRACT 2 BEING A 181.9 ACRE TRACT CONVEYED TO LAND BUDDIES, LLC BY INSTRUMENT OF RECORD IN DOC. NO. 2012041876 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY TEXAS.

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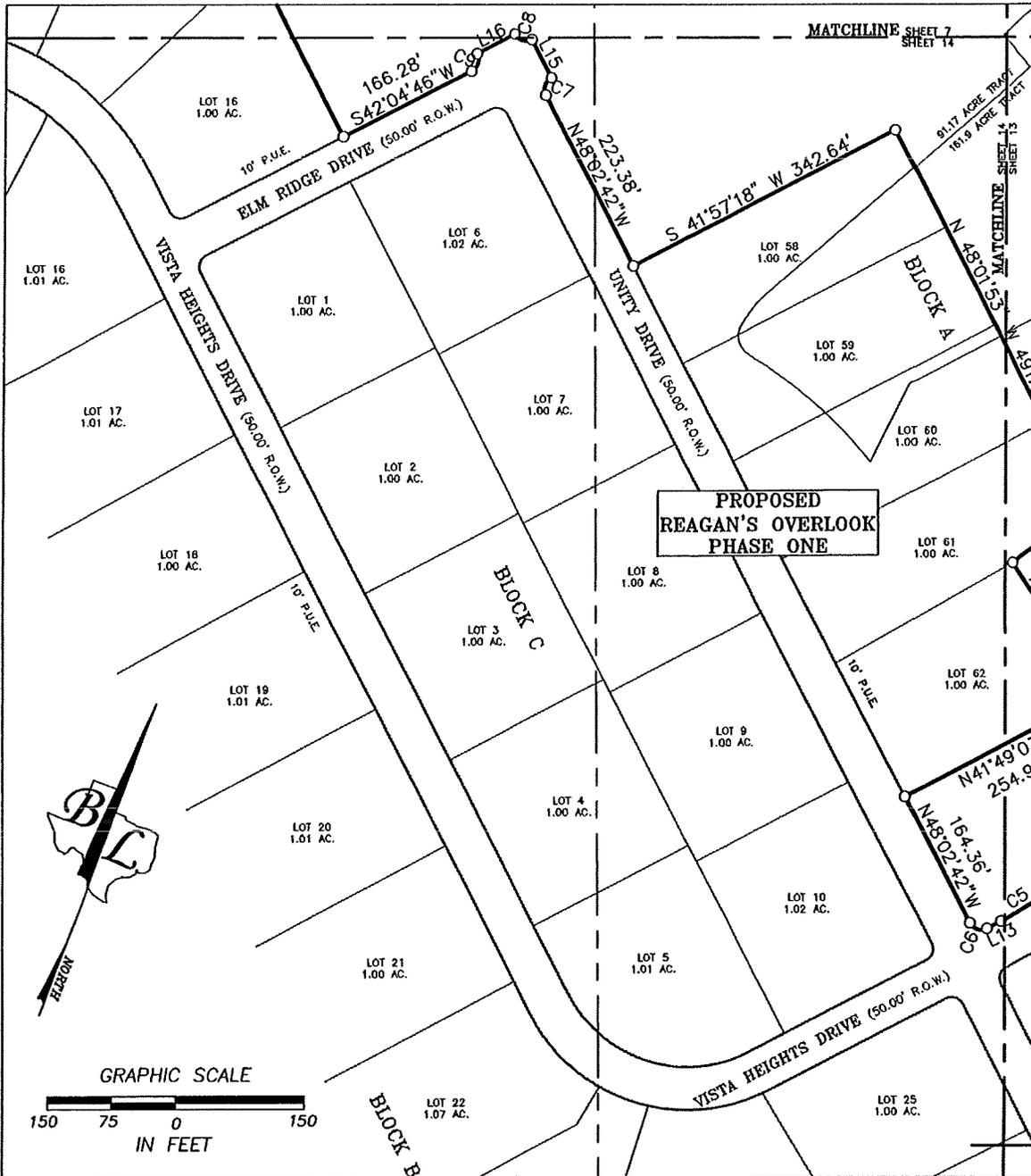
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Job No.	Snapshot:	12 of 15
Scale (Hor.): 1"=100'	Scale (Vert.): 1"=10'	
Date: 01/03/14	Checked By: BWB	Drawn By: JSJ



SKETCH TO ACCOMPANY METES AND BOUNDS DESCRIPTION OF 147.74 ACRES OF LAND OUT OF THE ABNER SMITH SURVEY, ABSTRACT NO. 550, THE J.C. THAXTON SURVEY, ABSTRACT NO. 766, THE PATSY WEATHERSBY SURVEY, ABSTRACT NO. 600, AND THE MILTON HICKS SURVEY, ABSTRACT NO. 287, ALL IN WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF TWO TRACTS: TRACT 1 BEING A 91.17 ACRE TRACT CONVEYED TO LAND BUDDIES, LLC BY INSTRUMENT OF RECORD IN DOC. NO. 2012041877 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY TEXAS; AND TRACT 2 BEING A 161.9 ACRE TRACT CONVEYED TO LAND BUDDIES, LLC BY INSTRUMENT OF RECORD IN DOC. NO. 2012041876 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY TEXAS.

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 OFFICE: 512.374.9722 FAX: 512.873.9743
 scott-baseline@austin,rr.com

File: Projects Reagan's Overlook Dwg 147.74 Acre Sketch for M&B.dwg	SHEET	
Job No.	13 of 15	
Scale (Hor.): 1"=100'	Scale (Vert.): 1"=10'	
Date: 01/03/14	Checked By: BVB	Drawn By: JSL



SKETCH TO ACCOMPANY METES AND BOUNDS DESCRIPTION OF 147.74 ACRES OF LAND OUT OF THE ABNER SMITH SURVEY, ABSTRACT NO. 669, THE J.C. THAXTON SURVEY, ABSTRACT NO. 766, THE PATSY WEATHERSBY SURVEY, ABSTRACT NO. 680, AND THE MILTON HICKS SURVEY, ABSTRACT NO. 287, ALL IN WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF TWO TRACTS: TRACT 1 BEING A 91.17 ACRE TRACT CONVEYED TO LAND BUDDIES, LLC BY INSTRUMENT OF RECORD IN DOC. NO. 2012041877 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY TEXAS; AND TRACT 2 BEING A 161.9 ACRE TRACT CONVEYED TO LAND BUDDIES, LLC BY INSTRUMENT OF RECORD IN DOC. NO. 2012041876 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY TEXAS.

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File: Projects\Reagan's Overlook\ 147.74 Acre Sketch for M&B.dwg	SHEET
Job No.	Snapshot:
Scale (Hor.): 1"=100'	Scale (Vert.): 1"=10'
Date: 01/03/14	Checked By: BWB Drawn By: JSL

14 of 15

**PARTIAL ASSIGNMENT AND ASSUMPTION OF
DEVELOPMENT AGREEMENT**

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This Partial Assignment and Assumption of Development Agreement (the "Assignment") is executed and delivered on this the ____ day of _____, 2014, by LAND BUDDIES, LLC, a Texas limited liability company (collectively, "Assignor"), to and in favor of CENTURY LAND HOLDINGS II, LLC, a Colorado limited liability company, d/b/a CENTURY LH II, LLC ("Assignee").

A. The City of Leander, Texas (the "City"), and Assignor entered into that certain Development Agreement for the Reagan's Overlook Subdivision dated July 19, 2012 (the "Agreement") and recorded as Document No. 2012058977 in the Official Public Records of Williamson County, Texas.

B. Assignor desires to assign certain of Assignor's rights in the Agreement relating to the real property described in the attached **Exhibit A** (the "Transferred Property") to Assignee, and Assignee desires to acquire the same from Assignor, subject to the terms, conditions and limitations herein.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee do hereby agree as follows:

1. Assignment. Assignor has ASSIGNED, TRANSFERRED AND CONVEYED and by these premises does hereby ASSIGN, TRANSFER AND CONVEY to Assignee all of Assignor's right, title and interest in, to and under the Agreement with respect to the Transferred Property, SAVE AND EXCEPT: (a) Assignor's obligations relating to construction of the WTM Project (as defined in the Agreement) under Articles 2, 3 and 4, and Sections 5.02 and 9.01 of the Agreement (the "Assignor Retained Obligations"), (b) Assignor's right to receive all Impact Fee Rebates (as defined in the Agreement) under Article 10 of the Agreement; and (c) Assignor's obligations pursuant to Paragraph 3 of this Assignment.

2. Assumption. Assignee, by its acceptance hereof, hereby: (a) agrees to all terms and conditions of the Agreement and covenants and agrees to assume and perform all duties and obligations to be performed and/or discharged by Assignor under the Agreement, SAVE AND EXCEPT: (i) Assignor Retained Obligations, (ii) Assignor's right to receive all Impact Fee Rebates under Article 10 of the Agreement, and (iii) Assignor's obligations pursuant to Paragraph 3 of this Assignment; (b) agrees to develop the Transferred Property in compliance with the requirements of the Agreement; and (c) agrees to develop the Transferred Property in compliance with the Applicable Regulations (as defined in the Agreement).

3. Assignor Retained Land. Assignor, by its execution of this Assignment, hereby: (a) agrees to complete the development of any property affected by the Agreement and not included within the Transferred Property (the "Assignor Retained Land") in compliance with the requirements of the Agreement; and (b) agrees to complete the development of the Assignor Retained Land in compliance with the Applicable Regulations.

4. Mutual Indemnity. Assignor hereby agrees to indemnify, defend and hold Assignee harmless for, from and against any and all obligations, responsibilities, duties, liabilities, damages, costs and expenses (including, without limitation, intended and by way of example only, reasonable attorneys' fees, disbursements and amounts paid in settlement of claims) which are the obligation of the "Developer" under the Agreement and/or which arise out of the failure of the Assignor or its predecessors-in-interest to fulfill their respective obligations under the Agreement, and which have accrued or been incurred prior to the date of this Assignment, arise from Assignor's obligations related to Assignor Retained Obligations or arise from Assignor's obligations related to Assignor Retained Land. Assignee hereby agrees to indemnify, defend and hold Assignor harmless for, from and against any and all obligations, responsibilities, duties, liabilities, damages, costs and expenses (including, without limitation, intended and by way of example only, reasonable attorneys' fees, disbursements and amounts paid in settlement of claims) which arise out of the failure of the Assignee or its successors-in-interest to fulfill their respective obligations under the Agreement assumed pursuant to this Assignment, and which have accrued or been incurred on or after the date of this Assignment.

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

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

7. Headings. The headings and captions in this Assignment are for convenience only, and shall not control or affect the meaning or construction of any provision of this Assignment.

8. Counterparts; Facsimile Signatures. Facsimile signatures appearing hereon shall be deemed an original, and this Assignment may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall be a complete executed document for all purposes.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

ASSIGNOR:

LAND BUDDIES, LLC,
a Texas limited liability company

By: _____
Lee Nicol, Manager

Date: _____

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the ____ day of _____, 2014,
by, Lee Nicol as Manager of Land Buddies, LLC, a Texas limited liability company, on behalf of
said limited liability company.

NOTARY PUBLIC, State of Texas

(SEAL)

ASSIGNEE:

CENTURY LAND HOLDINGS II, LLC,
a Colorado limited liability company,
d/b/a CENTURY LH II, LLC

By: Century Land Holdings, LLC,
a Colorado limited liability company,
its sole managing member

By: _____
Steve Hayes, Division President

Date: _____

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the ____ day of _____, 2014,
by Steve Hayes, Division President, Century Land Holdings, LLC, a Colorado limited liability
company, sole managing member of Century Land Holdings II, LLC, a Colorado limited liability
company, on behalf of said limited liability companies.

NOTARY PUBLIC, State of Texas

(SEAL)

CONSENT:

CITY OF LEANDER, TEXAS,
a Texas home-rule municipal corporation

By: _____
Christopher Fielder, Mayor

Date: _____

ATTEST:

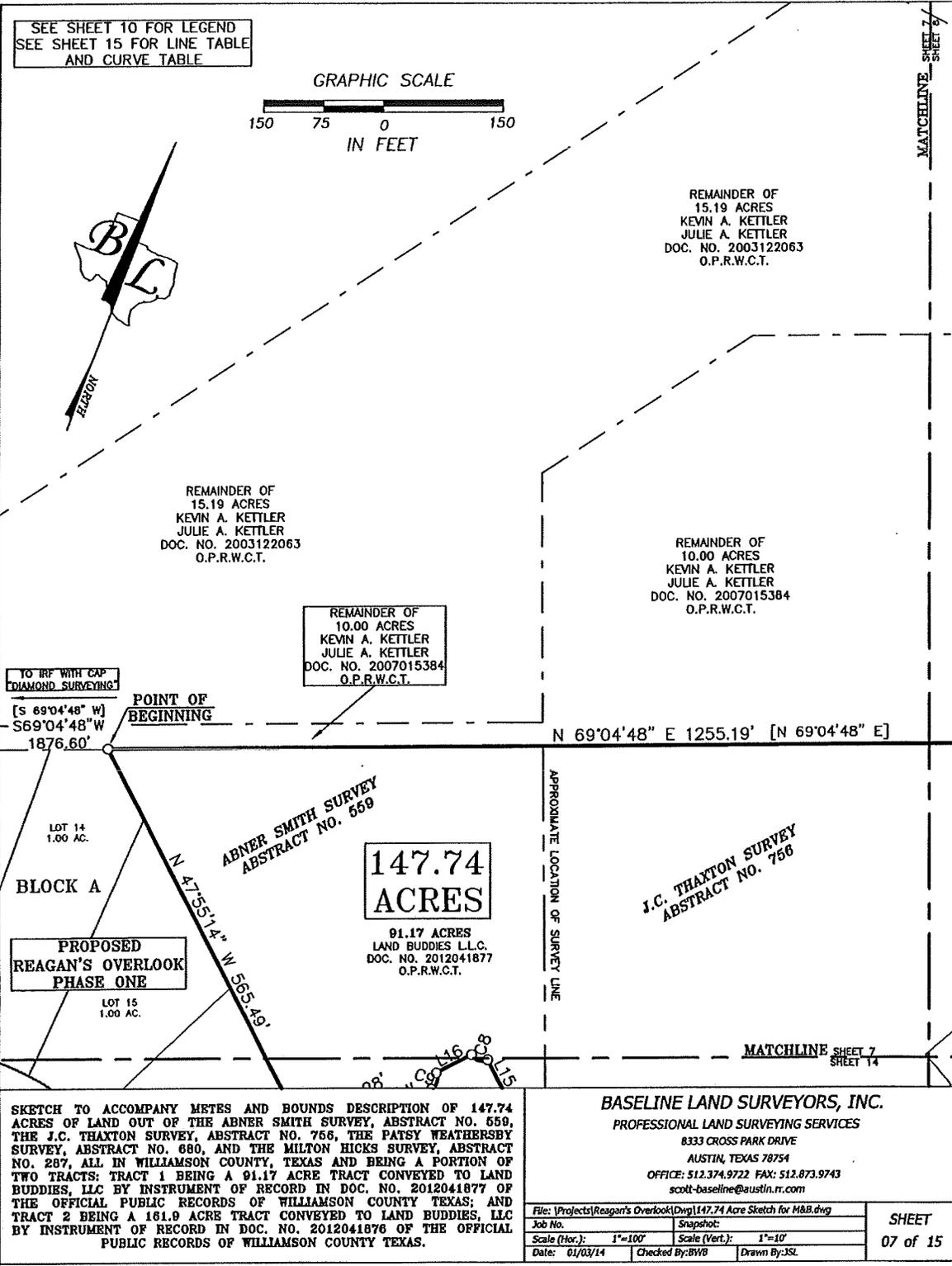
By: _____
Debbie Haile, City Secretary

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the ____ day of _____, 2014,
by Christopher Fielder, as Mayor of the City of Leander, Texas, a Texas municipal corporation,
on behalf of said corporation.

NOTARY PUBLIC, State of Texas

(SEAL)

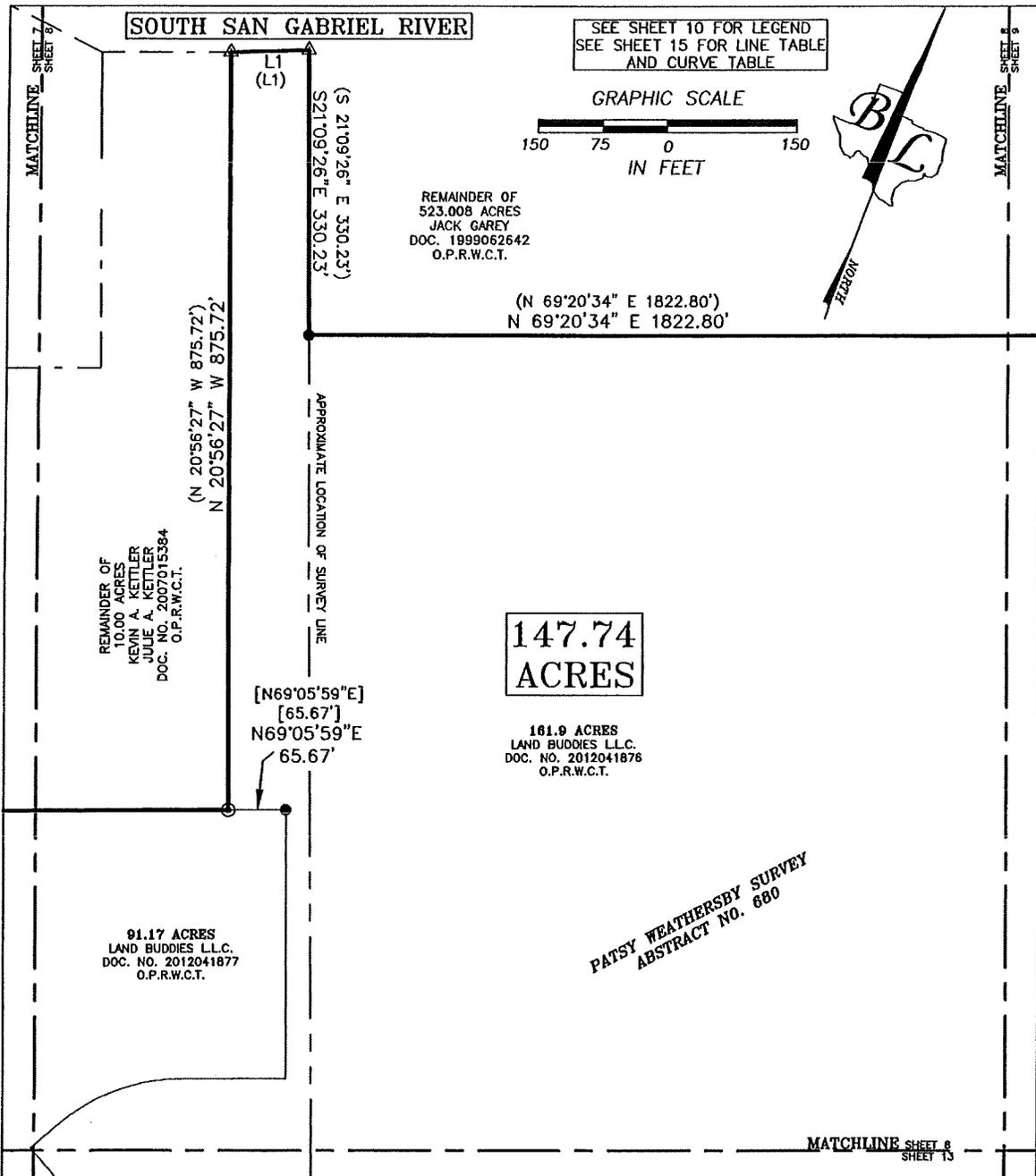


SKETCH TO ACCOMPANY METES AND BOUNDS DESCRIPTION OF 147.74 ACRES OF LAND OUT OF THE ABNER SMITH SURVEY, ABSTRACT NO. 559, THE J.C. THAXTON SURVEY, ABSTRACT NO. 756, THE PATSY WEATHERSBY SURVEY, ABSTRACT NO. 680, AND THE MILTON HICKS SURVEY, ABSTRACT NO. 287, ALL IN WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF TWO TRACTS: TRACT 1 BEING A 91.17 ACRE TRACT CONVEYED TO LAND BUDDIES, LLC BY INSTRUMENT OF RECORD IN DOC. NO. 2012041877 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY TEXAS; AND TRACT 2 BEING A 161.9 ACRE TRACT CONVEYED TO LAND BUDDIES, LLC BY INSTRUMENT OF RECORD IN DOC. NO. 2012041876 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY TEXAS.

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File: \\Projects\Reagan's Overlook\Draw\147.74 Acre Sketch for M&B.dwg	SHEET
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07 of 15



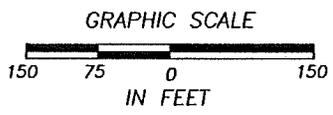
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File: [Projects]Reagan's Overlook[Dwg]147.74 Acre Sketch for M&B.dwg	SHEET	
Job No.:	Snapshot:	08 of 15
Scale (Hor.): 1"=100'	Scale (Vert.): 1"=10'	
Date: 01/03/14	Checked By: BWB	Drawn By: JSL

MATCHLINE SHEET 8
SHEET 9

SEE SHEET 10 FOR LEGEND
SEE SHEET 15 FOR LINE TABLE
AND CURVE TABLE



REMAINDER OF
523.008 ACRES
JACK GAREY
DOC. 1999062642
O.P.R.W.C.T.

(N 69°18'42" E 1822.80')
N 69°20'34" E 1822.80'

147.74
ACRES

161.9 ACRES
LAND BUDDIES L.L.C.
DOC. NO. 2012041876
O.P.R.W.C.T.

REMAINDER OF
523.008 ACRES
JACK GAREY
DOC. 1999062642
O.P.R.W.C.T.

PATSY WEATHERSBY SURVEY
ABSTRACT NO. 680

MATCHLINE SHEET 9
SHEET 10

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BASELINE LAND SURVEYORS, INC.

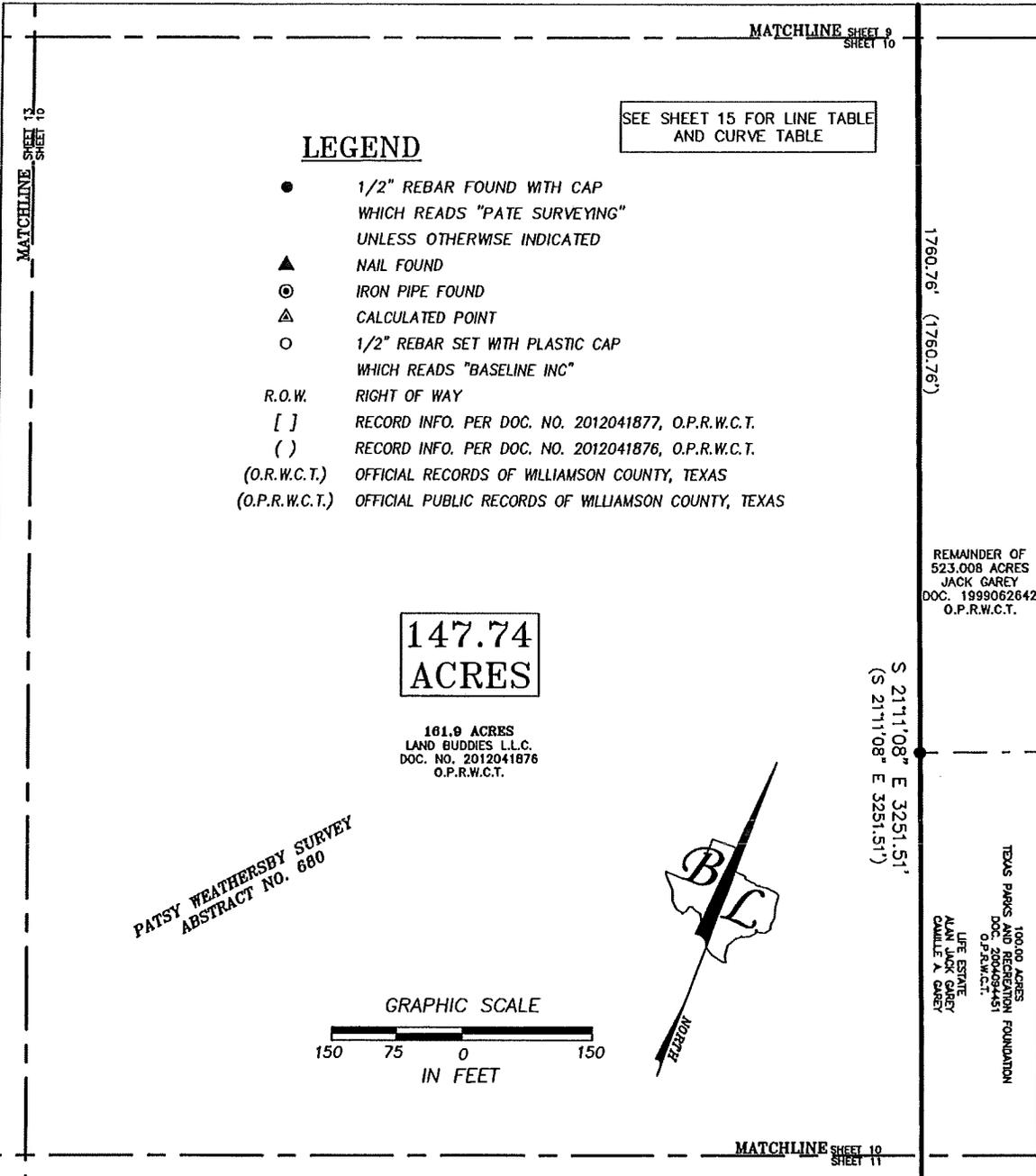
PROFESSIONAL LAND SURVEYING SERVICES

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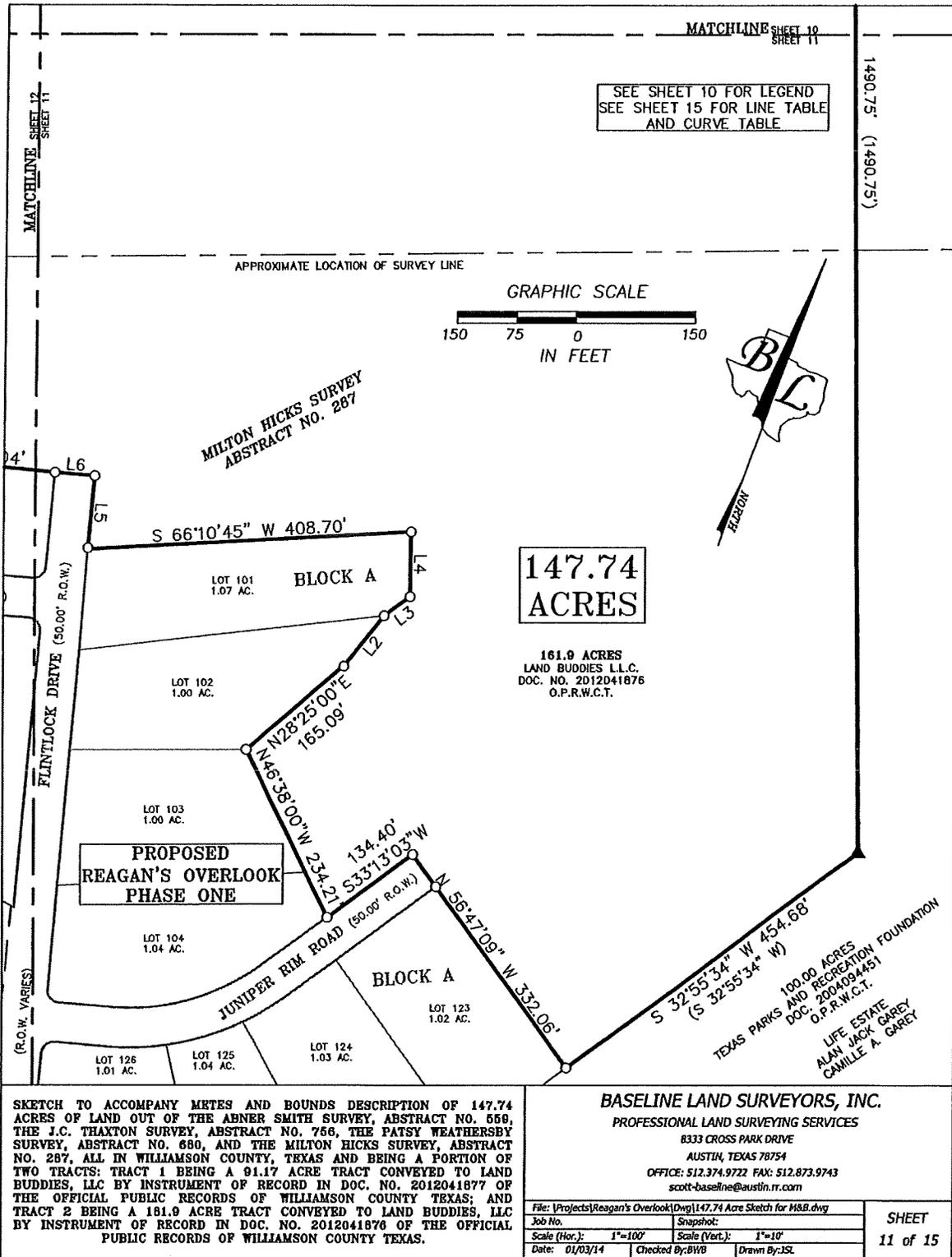
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09 of 15

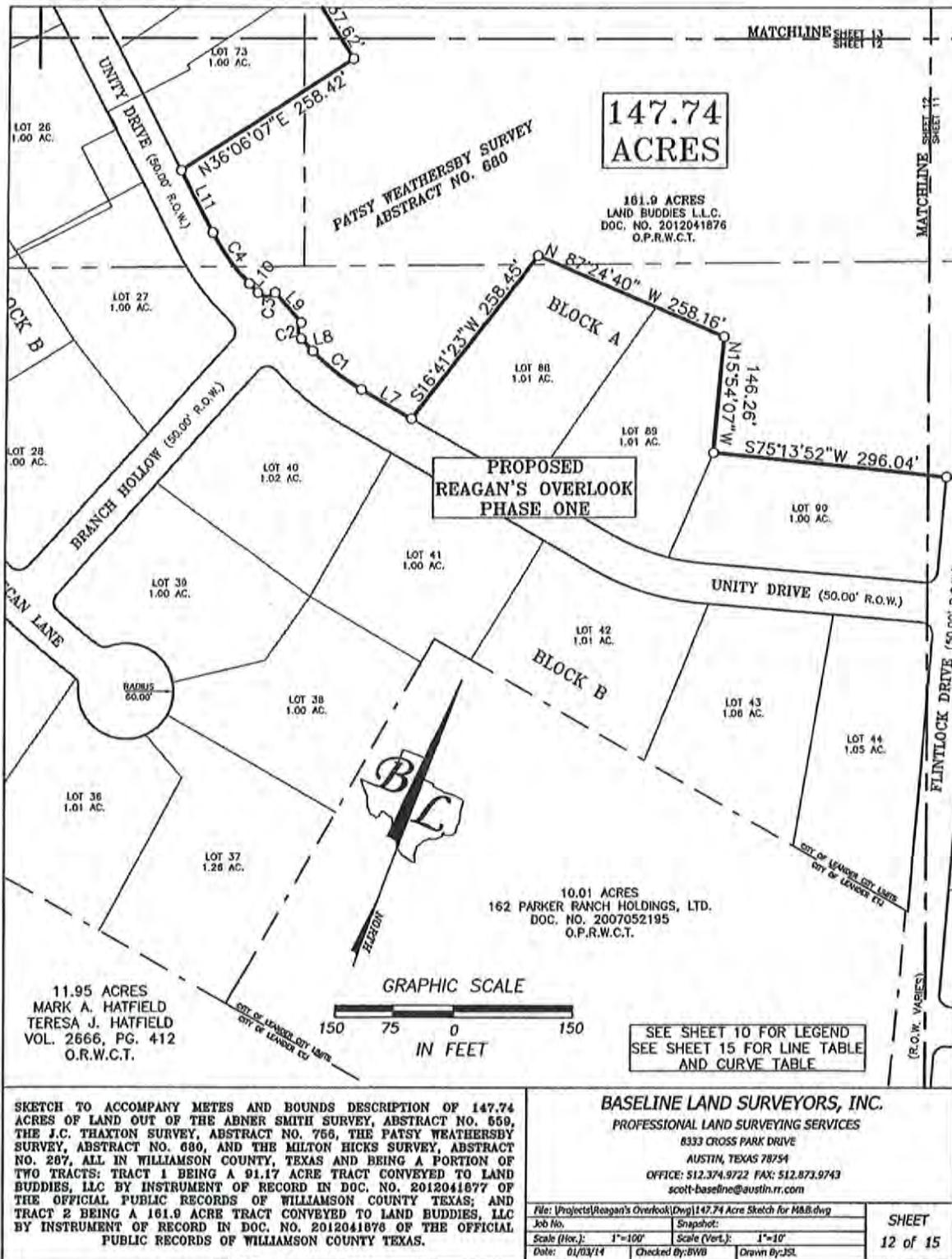


SKETCH TO ACCOMPANY METES AND BOUNDS DESCRIPTION OF 147.74 ACRES OF LAND OUT OF THE ABNER SMITH SURVEY, ABSTRACT NO. 558, THE J.C. THAXTON SURVEY, ABSTRACT NO. 768, THE PATSY WEATHERSBY SURVEY, ABSTRACT NO. 680, AND THE MILTON HICKS SURVEY, ABSTRACT NO. 287, ALL IN WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF TWO TRACTS: TRACT 1 BEING A 91.17 ACRE TRACT CONVEYED TO LAND BUDDIES, LLC BY INSTRUMENT OF RECORD IN DOC. NO. 2012041877 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY TEXAS; AND TRACT 2 BEING A 161.9 ACRE TRACT CONVEYED TO LAND BUDDIES, LLC BY INSTRUMENT OF RECORD IN DOC. NO. 2012041876 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY TEXAS.

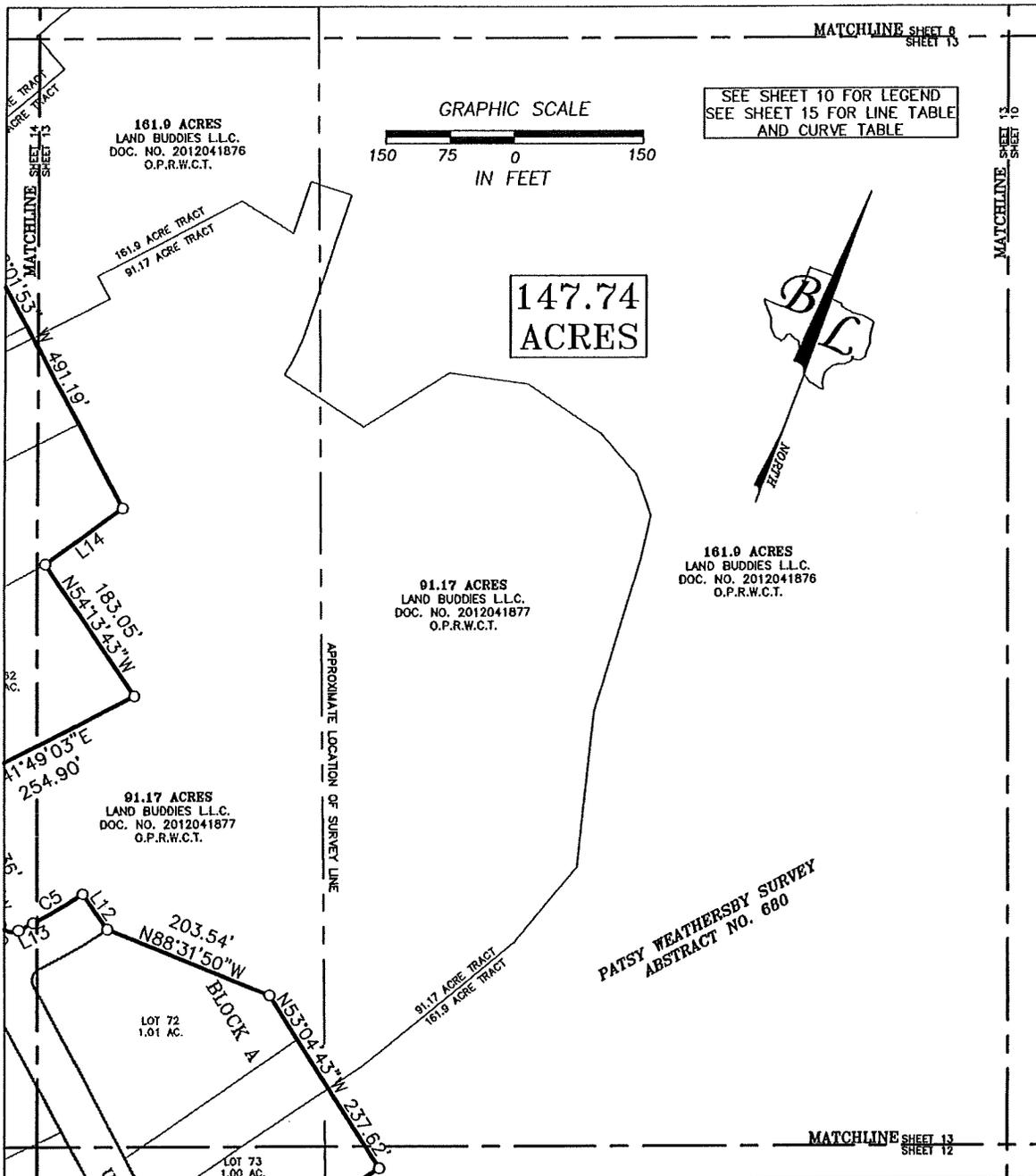
BASELINE LAND SURVEYORS, INC.
PROFESSIONAL LAND SURVEYING SERVICES
8333 CROSS PARK DRIVE
AUSTIN, TEXAS 78754
OFFICE: 512.374.9722 FAX: 512.873.9743
scott-baseline@austln.r.com

File: \\Projects\Reason's Overlook\Draw\147.74 Acre Sketch for M&B.dwg	SHEET
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SKETCH TO ACCOMPANY METES AND BOUNDS DESCRIPTION OF 147.74 ACRES OF LAND OUT OF THE ABNER SMITH SURVEY, ABSTRACT NO. 659, THE J.C. THAXTON SURVEY, ABSTRACT NO. 766, THE PATSY WEATHERSBY SURVEY, ABSTRACT NO. 680, AND THE MILTON HICKS SURVEY, ABSTRACT NO. 287, ALL IN WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF TWO TRACTS: TRACT 1 BEING A 91.17 ACRE TRACT CONVEYED TO LAND BUDDIES, LLC BY INSTRUMENT OF RECORD IN DOC. NO. 2012041877 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY TEXAS; AND TRACT 2 BEING A 161.0 ACRE TRACT CONVEYED TO LAND BUDDIES, LLC BY INSTRUMENT OF RECORD IN DOC. NO. 2012041876 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY TEXAS.

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File: [Projects\Reagan's Overlook\Draw\147.74 Acre Sketch for M&B.dwg]	SHEET 13 of 15	
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Executive Summary

February 20, 2014

Agenda Subject: First public hearing on annexation of an area of land being 145.26 acres, more or less, and 52.290 acres, more or less, in Williamson County, Texas, being generally located at the Kittie Hill Airport location, north of Hero Way, west of Ronald Reagan Boulevard and south of the San Gabriel River and including the abutting streets, roadways, and rights-of-way; being located in Williamson County, Texas and adjacent and contiguous to the city limits.

Background: The Resolution setting the two public hearings for February 20, 2014 and March 6, 2014 was approved by City Council on January 16, 2014. The first reading of the ordinance is scheduled for March 27, 2014 and the second and final reading is scheduled for April 3, 2014. This is a voluntary annexation in accordance with the development agreement for the development of the former Kittie Hill Airport property to be known as Palmera Ridge.

Origination: Applicant

Recommendation: Staff recommends that Council conduct the first public hearing on this annexation.

Attachments:

1. Resolution (including map and service plan)
2. Annexation Schedule

Prepared by: Tom Yantis, AICP
Director of Development Services

2/12/14

RESOLUTION NO. 14-003-00

A RESOLUTION OF THE CITY OF LEANDER, TEXAS, ACCEPTING THE PETITIONS FOR ANNEXATION OF TWO PARCELS OF LAND BEING 145.26 ACRES, MORE OR LESS, AND 52.290 ACRES, MORE OR LESS, LOCATED IN WILLIAMSON COUNTY, TEXAS; SETTING AN ANNEXATION SCHEDULE; PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

WHEREAS, the owner of certain properties located within Williamson County, Texas, has petitioned the City of Leander, Texas, (herein the "City"), a home-rule City, for annexation of said properties, more particularly described herein (the "subject property"), into the City limits;

WHEREAS, the subject property is contiguous and adjacent to the corporate limits of the City and the owners have made application for annexation;

WHEREAS, after review and consideration of such petition for annexation, the City Council finds that the property is exempt from the City's annexation plan pursuant to § 43.052 (h)(2) of the *Local Government Code*; and,

WHEREAS, the petitioner has agreed and consented to the annexation of the subject property by the City and further agreed to be bound by all acts, ordinances, and all other legal action now in force and effect within the corporate limits of the City and all those which may be hereafter adopted;

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

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. Proceedings. The petitions for annexation of the following properties, including the abutting streets, roadways, and rights of way, not previously annexed into the City and the draft services plan shown in Exhibit "B", submitted by Petitioner, are hereby accepted:

- (1) All that certain tract or parcel of land being 145.26 acres, more or less, located in Williamson County, Texas, and being more particularly described in the Exhibit "A" attached hereto and incorporated herein for all purposes.
- (2) All that certain tract or parcel of land being 52.290 acres, more or less, located in Williamson County, Texas, and being more particularly described in the Exhibit "A" attached hereto and incorporated herein for all purposes.

Two public hearings are set for the dates of February 20, 2014 and March 6, 2014. Notice of such

hearings shall be posted and the hearings shall be open to the public to accept public comment on the annexation request.

Section 3. Severability. Should any section or part of this Resolution be held unconstitutional, illegal, or invalid, or the application to any person or circumstance thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this Resolution are declared to be severable.

Section 4. Open Meetings. It is hereby officially found and determined that the meeting at which this Resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't.Code.*

PASSED AND APPROVED this the 16th day of January, 2014.

ATTEST:

THE CITY OF LEANDER, TEXAS

Debbie Haile, City Secretary

Christopher Fielder, Mayor

Exhibit "B"

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

WHEREAS, the City of Leander, Texas (the "City") intends to institute annexation proceedings for the tract(s) and parcel(s) of land described more fully hereinafter (the "subject property");

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

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

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

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

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

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

A. Police protection as follows: Routine patrols of accessible areas, radio response to calls for police service and all other police services now being offered to the citizens of the City.

B. Fire protection and Emergency Medical Services as follows: Fire protection by the present personnel and equipment of the City fire fighting force and the volunteer fire fighting force with the limitations of water available. Radio response for Emergency Medical Services will be provided with the present personnel and equipment.

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

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

E. Maintenance of parks and playgrounds within the City.

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

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

H. Land use regulation as follows: On the effective date of annexation, the zoning jurisdiction of the City shall be extended to include the subject property, and, until the zoning of the subject property is established by ordinance after annexation, the ETJ Property, as such term is defined in the Development Agreement, shall be temporarily zoned "SFR-1-B"; provided that the ETJ Property shall be entitled to be developed with the land uses as more specifically provided in the Development Agreement. It is the City's intent to zone the subject property at the Owner's request in a manner that is not inconsistent with such uses, as provided in the Development Agreement. The Planning & Zoning Commission and the City Council will consider the applicant's request to process a zoning application and zone the subject property for such use and development following final annexation of the subject property.

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

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

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

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

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

(ii) The City intends to provide water services to the subject property pursuant to the Development Agreement, and the terms of the Development Agreement applicable to water service are incorporated herein by reference. Save and except as provided in the Development Agreement, the City will provide water service in accordance with the applicable ordinances, rules, regulations, and policies of the City in effect from time to time for the extension of water service. The Owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the subject property as

required in City ordinances. Upon acceptance of the water lines within the subject property and any off-site improvements required by the Development Agreement, water service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City; subject to all the ordinances, regulations and policies of the City in effect from time to time. The water system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for service. In the event of a conflict between this Municipal Services Plan and the Development Agreement for the subject property, the terms and provisions of the Development Agreement shall govern and control.

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

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

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

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

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

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

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

(ii) The City will maintain existing public streets within the subject property, and following installation, dedication and acceptance of new roadways by the City as provided by city ordinance, including any required traffic signals, traffic signs, street markings, other traffic control devices and street lighting, the City will maintain such newly constructed public streets, roadways and rights-of-way within the boundaries of the subject property, subject to and except as provided within the terms, conditions and requirements of the Development Agreement, as follows:

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

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

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

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

(iii) The outer boundaries of the subject property abut existing roadways. The Owner agrees that no improvements are required by the City on such roadways to service the subject property; provided that improvements may be required by the Owner under the City Rules, as such term is defined in the Development Agreement.

(3) **Capital Improvements.** Construction of the following capital improvements shall be initiated by the City after the effective date of the annexation: None. Upon development of the subject property, save and except as provided in the Development Agreement, the Owner will be responsible for the development costs the same as a developer in a similarly situated area. Capital Improvements shall be designed, constructed and installed by the Owner as provided in the Development Agreement.

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

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

**SCHEDULE FOR VOLUNTARY ANNEXATIONS
KITITIE HILL / PALMERA RIDGE +/- 145.26 & 52.290 ACRES**

DATE	ACTION/EVENT	LEGAL AUTHORITY
January 16, 2014	COUNCIL BY WRITTEN RESOLUTION Directs notification to land owners; and sets two (2) Public Hearings February 20, 2014 and March 6, 2014 ; Council directs development of service plan for area to be annexed.	Loc. Gov't Code, §§ 43.063 & 43.065; Public Hearings: are on or after the 40th day but before 20th day before institution of proceedings.
By January 20, 2014	NOTICE TO property owners & utility providers	Loc. Gov't Code § 43.062(a)
February 5, 2014** Publish notice of First Public Hearing	NEWSPAPER NOTICES RE: FIRST AND SECOND PUBLIC HEARINGS ; (If applicable, certified Notice to Railroad). POST NOTICE OF HEARINGS ON CITY'S WEBSITE AND MAINTAIN UNTIL HEARINGS COMPLETE ;	Not less than 10 days nor more than 20 days before 1st and 2nd public hearings. Loc. Gov't Code, §43.063 (c).
February 19, 2014** Publish notice of Second Public Hearings	SCHOOL DISTRICT NOTICE (notify each school district of possible impact w/in the period prescribed for publishing the notice of the First Public Hearing.)	Loc. Gov't Code § 43.905; send school district notice not less than 10 days nor more than 20 days before the First Public Hearing.
Ten days after the date the first notice of Public Hearing is published	LAST DAY FOR SUBMISSION OF WRITTEN PROTEST BY RESIDENTS (10 days after first newspaper notice)	Site hearing required if 10% of adult residents of tracts protest within 10 days after 1st newspaper notice. Loc. Gov't Code, § 43.063 (b)
February 20, 2014*	1st PUBLIC HEARING AND PRESENT SERVICE PLAN (Not more than 40 days before the 1st reading of ordinance) <i>REGULAR MEETING</i>	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.063(a) & 43.065.
March 6, 2014*	2nd PUBLIC HEARING AND PRESENT SERVICE PLAN (At least 20 days before 1st reading of ordinance.) <i>REGULAR MEETING</i>	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.063(a) & 43.065.
Institution Date March 27, 2014*	FIRST READING OF ORDINANCE <i>SPECIAL CALLED MEETING</i>	Date of institution of proceedings. Not less than 20 days from the second public hearing nor more than 40 days from the first public hearing.
April 3, 2014; Or at a special called meeting after the March 27 th First Reading	SECOND-FINAL READING OF ORDINANCE <i>REGULAR MEETING</i>	Not more than 90 days after 1 st reading of Ordinance § 43.064.
Within 30 days of Second Reading	CITY SENDS COPY OF MAP showing boundary changes to County Voter Registrar in a format that is compatible with mapping format used by registrar	Elec. Code §42.0615
Within 60 days of Second Reading	CITY PROVIDES CERTIFIED COPY OF ORDINANCE AND MAPS TO: 1. County Clerk 2. County Appraisal District 3. County Tax Assessor Collector 4. 911 Addressing 5. Sheriff's Office 6. City Department Heads 7. State Comptroller 8. Franchise Holders	

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

**Newspaper notices to paper by 5p.m. the preceding Wednesday



Executive Summary

February 20, 2014

Agenda Subject: Zoning Case 13-Z-025: Hold a public hearing and consider action on the rezoning of a tract of land located on the northwest corner of Osage Drive and Lakeline Blvd; 0.94 acres more or less out of the AW0896–Morris, J Survey; WCAD Parcels #R484296. Currently, the property is zoned SFU-2-B (Single-Family Urban). The property is proposed to be zoned PUD (Planned Unit Development), Leander, Williamson County, Texas.

Background: This request is the second step in the rezoning process.

Origination: Applicant: Samuel Kiger, P.E. on behalf of Lookout Development Group LP.

Financial Consideration: None

Recommendation: This zoning case has been postponed due to a notification error.

Attachments: None

Prepared By: Tom Yantis, AICP
Development Services Director

02/12/2014



Executive Summary

February 20, 2014

a. Public Hearing: on an Ordinance Establishing Construction Zone Speed Limits of 30 MPH for East Crystal Falls Parkway from Horizon Park Blvd. to US Hwy 183. The purpose of this public hearing is to elicit citizen comments concerning the proposed establishment of construction zone speed limits of 30 MPH for East Crystal Falls Parkway.

b. Action: on Consideration of an Ordinance Establishing Construction Zone Speed Limits of 30 MPH for East Crystal Falls Parkway.

Background: The current speed limit for all segments of East Crystal Falls Parkway is 40 mph. East Crystal Falls Parkway is not part of the State highway system. East Crystal Falls Parkway is currently under construction as the roadway is improved and widened from three lanes to five (5) travel lanes with intersection and railroad improvements. Due to the ongoing roadway construction and complaints received from the construction contractor that traffic has been traversing the marked and signed construction zones at unreasonable and unsafe rates of travel thereby endangering the construction workers and the traveling public, the establishment of construction zone speed limits is an appropriate and necessary safety measure. The proposed construction zone speed limit for East Crystal Falls Parkway from Horizon Park Blvd. to US Hwy 183 is 30 mph.

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

Financial Consideration: Cost of construction zone and speed limit signage and installation is part of the current roadway construction contract, and no additional cost is anticipated.

Recommendation: Staff requests approval of the proposed ordinance setting construction zone speed limits on East Crystal Falls Parkway.

Attachments: Proposed Ordinance

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, PROVIDING FOR THE ERECTION OF TRAFFIC CONTROL SIGNS AND FOR PRIMA FACIE SPEED LIMITS IN CONSTRUCTION ZONES; ESTABLISHING CONSTRUCTION SPEED ZONES; DEFINING "SPEEDING IN A CONSTRUCTION ZONE" AND "SPEEDING IN A CONSTRUCTION ZONE WHILE WORKERS ARE PRESENT" AND FIXING A PENALTY THEREFORE; DECLARING WHAT MAY BE A SUFFICIENT COMPLAINT IN PROSECUTIONS HEREUNDER; SUSPENDING CONFLICTING ORDINANCES; AND PROVIDING EFFECTIVE DATE, SEVERABILITY, AND OPEN MEETINGS CLAUSES.

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

Whereas, during the construction, repair and maintenance of public streets, roadways and right-of-ways, there is an increased risk to the construction workers present and strict compliance with the speed zone should be absolutely required by doubling the fine at times when workers are present;

Whereas, the City Engineer for the City has presented evidence of a construction zone along a street that is not part of the state highway system where construction, maintenance and/or repairs are in progress as well as evidence from the Contractor in that area that traffic has been traveling at a rate of speed higher than reasonable and/or safe around and near such construction zone, together with the recommendation concerning the installation and erection of speed control sign noting a Construction Speed Zone;

Whereas, Texas Transportation Code Section 545.352 provides that prima facie speed limits may be lowered if a special hazard exists that so requires;

Whereas, Texas Transportation Code Section 545.356, further provides that a municipality is authorized to alter prima facie speed limits pursuant to an engineering and traffic investigation that justifies such alteration;

Whereas, the Texas Transportation Commission's "Procedures for Established Speed Zones" indicates in Section 2 pertaining to Construction Regulation and Advisory Speeds that "On sections of highway under construction, speed studies and other studies normally made in determining speeds to be posted for a regulatory speed zone are not required. In selecting the speeds to be posted, however, consideration should be given to safe stopping sight distances, construction equipment crossings, the nature of the

construction project, and any other factors which affect the safety of the traveling public and construction workers.

Whereas, to the extent that any areas are two lane, undivided roads, pursuant to Section 545.356(b-1), Texas Transportation Code, the governing body of a municipality, for a highway or a part of a highway in the municipality that is not an officially designated or marked highway or road of the state highway system, may declare a lower speed limit of not less than 25 miles per hour, if the governing body determines that the prima facie speed limit on the highway is unreasonable or unsafe;

Whereas, it is the opinion of the City Council of the City that it is in the best interests of the City to authorize, based upon the advice of the Chief of Police and the City Engineer to designate construction and maintenance zones on City streets, to lower the speed limits in such zones when special hazards exist or to conduct or obtain an engineering and traffic investigation when necessary; and

Whereas, after review, inquiry and the opportunity for citizen participation at a public hearing, the City Council has found the speed control signs hereinafter set forth and listed in this ordinance are reasonable and necessary for the public safety and are supported by evidence that a lower speed limit would be reasonable and/or prudent under the circumstances;

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. Traffic Control Speed Signs. The City Council hereby orders and directs that the traffic speed zone signs hereinafter set forth in Section 3 be placed, installed and erected at the locations designated, and that each such sign and device be hereafter maintained and enforced by the City. The signs indicate the prima facie speed limit in the direction facing the sign.

Section 3. Temporary Prima Facia Speed and Construction Speed Zone. It is hereby determined that the temporary prima facie maximum construction speed limit on those portions of East Crystal Falls Parkway as more clearly shown below and incorporated herein for all purposes, routed in the City Limits of Leander, where construction, maintenance or repairs are in progress, is as hereinafter stated, which prima facie maximum construction speed limit shall be effective when so signed.

Construction Speed Zone: East Crystal Falls Parkway from Horizon Park Blvd. to US Hwy 183

- a. **For East Bound Traffic.** The prima facie maximum construction zone speed limit from the intersection of East Crystal Falls and US Hwy 183 to the intersection of East Crystal Falls and Horizon Park Blvd., a distance of approximately one half (0.5) mile, shall be **thirty (30) miles per hour.**
- b. **For West Bound Traffic.** The prima facie maximum construction zone speed limit from the intersection of East Crystal Falls Parkway and Horizon Park Blvd. to the intersection of East Crystal Falls Parkway and US Hwy 183, a distance of approximately one half (0.5) mile, shall be **thirty (30) miles per hour.**

Section 4. Violation and Penalties. It shall be unlawful for any person to drive or operate a motor vehicle that enters the speed zone identified in Section 3 without observing the prima facie maximum speed limit which shall remain in effect at all times unless changed by another traffic control device duly placed. Further, it shall be unlawful for any person to tamper with, alter, remove, destroy, cover or hinder the visibility, of any traffic device control device erected by this Ordinance in a manner which is inconsistent with its use as a traffic control device. Any person who violates this ordinance or part thereof shall be guilty of a misdemeanor and upon conviction thereof, shall be punished by a fine of not less than \$50.00 nor more than \$200.00. The offense shall be alleged as "Speeding in Construction Zone". Should the offense occur while construction workers are present and a duly posted sign advising that speeding while construction workers are present shall increase the penalty, the fine shall be not less than \$100.00 nor more than \$400.00. The offense shall be alleged as "Speeding in Construction Zone while workers are present".

Section 5. Suspension of Previous and/or Conflicting Ordinances. This ordinance shall suspend any ordinance or parts of ordinances, that are in conflict with this ordinance until the completion and/or acceptance of East Crystal Falls Parkway Improvements. Upon the City Council's formal acceptance of the East Crystal Falls Parkway Improvements, this ordinance shall cease to be effective and the previous speed zones shall immediately be reinstated as the correct speed zone of the portions modified in Section 3.

Section 6. Effective Date. This ordinance shall be in full force and effect immediately upon its final passage and publication in the manner required by the Texas Local Government Code and the Charter.

Section 7. Severability. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any section, paragraph sentence, clause or phrase 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 sections paragraphs, sentences, clauses and phrases of this Ordinance, since the same would have been

enacted by the City Council without the incorporation in this Ordinance of any such invalid section, paragraph, sentence, clause or phrase. 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 application for this Ordinance which can be given effect without the invalid provision, and to this end the provisions of this Ordinance are declared to be severable.

Section 8. Open Meetings. It is hereby officially found and determined that the meeting at which this Ordinance was passed and was open to the public as required, and that the public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

PASSED AND APPROVED on this the _____ day of February, 2014.

ATTEST

The City of Leander, Texas

Debbie Haile, City Secretary

Christopher Fielder, Mayor



Executive Summary

February 20, 2014

-
- Agenda Subject:** Zoning Case 13-Z-018: Consider action on the rezoning of a parcel located at 11350 Old 2243 W for 4.57 acres more or less; Parcel #R506064. Currently, the property is zoned LI-4-D (Light Industrial). The property is proposed to be zoned PUD (Planned Unit Development), Leander, Williamson County, Texas.
- Background:** This request is the final step in the rezoning process.
- Origination:** Applicant: Blake Rue on behalf of Leander 2243 Investments, LLC.
- Financial Consideration:** None
- Recommendation:** See Planning Analysis. The Planning & Zoning Commission unanimously recommended approval of the request with staff recommendation listed below and the condition that a minimum of 55% of the masonry includes brick or stone at the January 23, 2014 meeting. The City Council approved the request with Planning & Zoning Commission's recommendation at the February 6, 2014 meeting.
1. The site plan is noted as conceptual. The review staff has not had the opportunity to review civil plans for this project.
 2. At the time of site plan submittal, the applicant shall provide for driveway connectivity between the subject site and the properties to the east and west.
- Attachments:**
1. Planning Analysis
 2. Current Zoning Map
 3. Aerial Map
 4. Proposed PUD
 5. Letter of Intent
 6. Ordinance
- Prepared By:** Tom Yantis, AICP
Development Services Director
- 02/10/2014



PLANNING ANALYSIS

ZONING CASE 13-Z-018
LEANDER 2243 PUD

GENERAL INFORMATION

Owner: Leander 2243 Investments, LLC

Current Zoning: LI-4-D (Light Industrial)

Proposed Zoning: PUD (Planned Unit Development)

Size and Location: The property is located at 11350 Old 2243 W and is approximately 4.57 acres in size.

Staff Contact: Robin M. Griffin, AICP
Senior Planner

ABUTTING ZONING AND LAND USE:

The table below lists the abutting zoning and land uses.

	ZONING	LAND USE
NORTH	MF-3-A	Established Multi-Family Project (Senior Village at Leander Station)
EAST	LI-4-D	Established Single-Family Home
SOUTH	SFU-2-B LI-4-D	Established Single-Family Home Undeveloped Land Zoned for Industrial
WEST	MF-3-A	Established Multi-Family Project (Senior Village at Leander Station)

COMPOSITE ZONING ORDINANCE INTENT STATEMENTS**USE COMPONENTS:****PUD – PLANNED UNIT DEVELOPMENT:**

The purpose and intent of the Planned Unit Development (PUD) district is to design unified standards for development in order to facilitate flexible, customized zoning and subdivision standards which encourage imaginative and innovative designs for the development of property within the City. The intent of this zoning request is to provide for the design of a development which permits a multi-family community for seniors. The intent of this zoning district is to cohesively regulate the development to assure compatibility with adjacent single-family residences, neighborhoods, and commercial properties within the region.

COMPREHENSIVE PLAN STATEMENTS:

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

- Plan for continued growth and development that improves the community's overall quality of life and economic viability.
- Establish high standards for development.
- Provide for a variety of sustainable housing options for all age groups and economic levels. Determine ways to successfully integrate this variety within neighborhoods so as to accommodate the different needs of families throughout their life cycle. Create more desirable and livable neighborhoods while respecting the goal of maintaining stable real estate values and housing marketability.

ANALYSIS:

The applicant is proposing a multi-family community for seniors located in close proximity to commercial development, the rail station and the TOD. The subject property is surrounded on the north and west side by the existing Senior Village at Leander Station. There is an established single-family home located to the east and zoned for light industrial uses, and an established single-family home located to the south.

A PUD district is an appropriate district in this situation because it offers the applicant the opportunity to design a zoning district that will provide for increased density and allow flexibility for the design of the complex. The applicant is proposing increased landscaping, pedestrian friendly sidewalks connecting to the HEB Shopping Center, and increased covered parking.

The applicant is proposing the MF-2-A (Multi-Family) zoning district as the base district for this PUD. They are proposing increasing the allowable density from 25 units per acre to 34.14 units per acre. This increase would allow for 156 units on the property. In addition, they are proposing to limit the age of the tenants to 55 years and older for 80% of the residents. They are proposing an alternative parking plan that would permit reduced parking requirements. The plan would require the applicant to demonstrate how the parking requirements could be met if the project was no longer age restricted.

The Type 2 Site Component requires that the project include garage parking spaces for 35% of the units. The applicant is proposing an additional 5% of the units will have either one enclosed garage parking space or one carport parking space. They are also proposing to modify the side setback requirement on the west side of the property to five feet from the required ten feet.

The Type A Architectural Component requires that at least eight-five (85%) of the exterior surface area of walls, including all stories, consists of brick, stone, and or stucco. Cementitious fiber planking and panels does not qualify as masonry. In additional buildings shall have five design features to break the wall plane, buildings over 50,000 square feet shall have at least seven. Design features include horizontal off-sets, recesses or projections, porches, breezeways, porte-cocheres, courtyards, awnings, canopies, alcoves, ornamental windows, patios, etc.

The Comprehensive Plan Update establishes development nodes throughout the City of Leander. This property is currently located within a Town Center Node. The Town Center Node encourages density and a mixture of uses including apartments, condominiums, major commercial, major retail, office, and employment. The proposed PUD meets the intent of the Town Center Node by providing apartments at a density greater than 18 units per acre. Currently, the existing HEB shopping center fulfills the major commercial/retail component of this node.

LEANDER 2243 PUD SUMMARY

Proposed Variations from the Composite Zoning Ordinance:

1. Increased Density (34.14 units per acre versus 25 units per acre)
2. Age Restrictions
3. Reduced Parking Ratio
4. Side Setback Encroachment

Additional Standards Not Required by the Composite Zoning Ordinance:

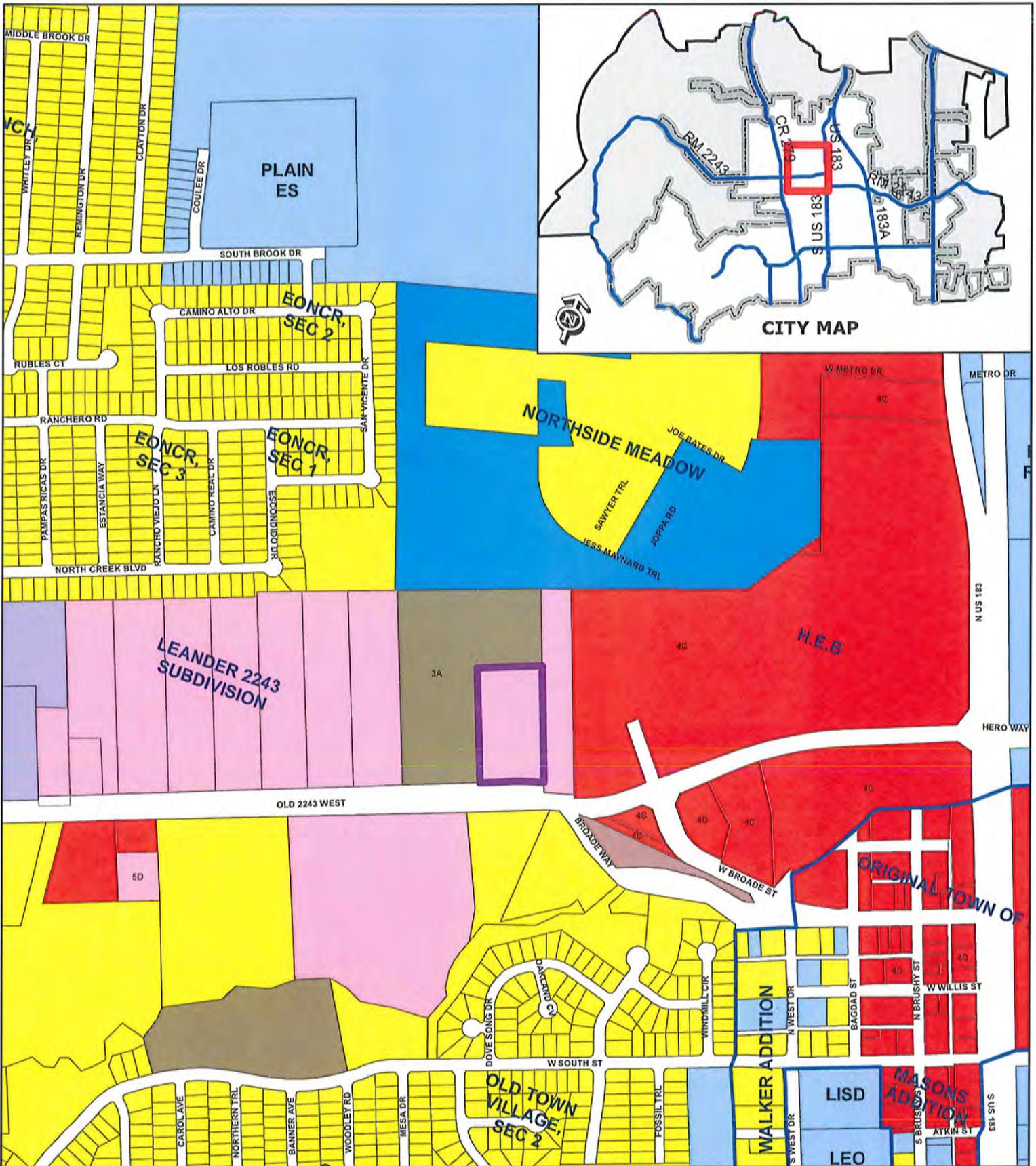
1. Additional Covered Parking (5% increase by adding either more enclosed garages or carports)
2. Construction of an offsite sidewalk connecting to the HEB Shopping Center
3. Increased Landscaping along Old 2243 W

STAFF RECOMMENDATION:

Staff recommends approval of the requested PUD with the following conditions:

1. The site plan is noted as conceptual. The review staff has not had the opportunity to review civil plans for this project.
2. At the time of site plan submittal, the applicant shall provide for driveway connectivity between the subject site and the properties to the east and west.

The requested PUD meets the intent statements of the Composite Zoning Ordinance and the goals of the Comprehensive Plan.



ZONING CASE 13-Z-018

Attachment #2

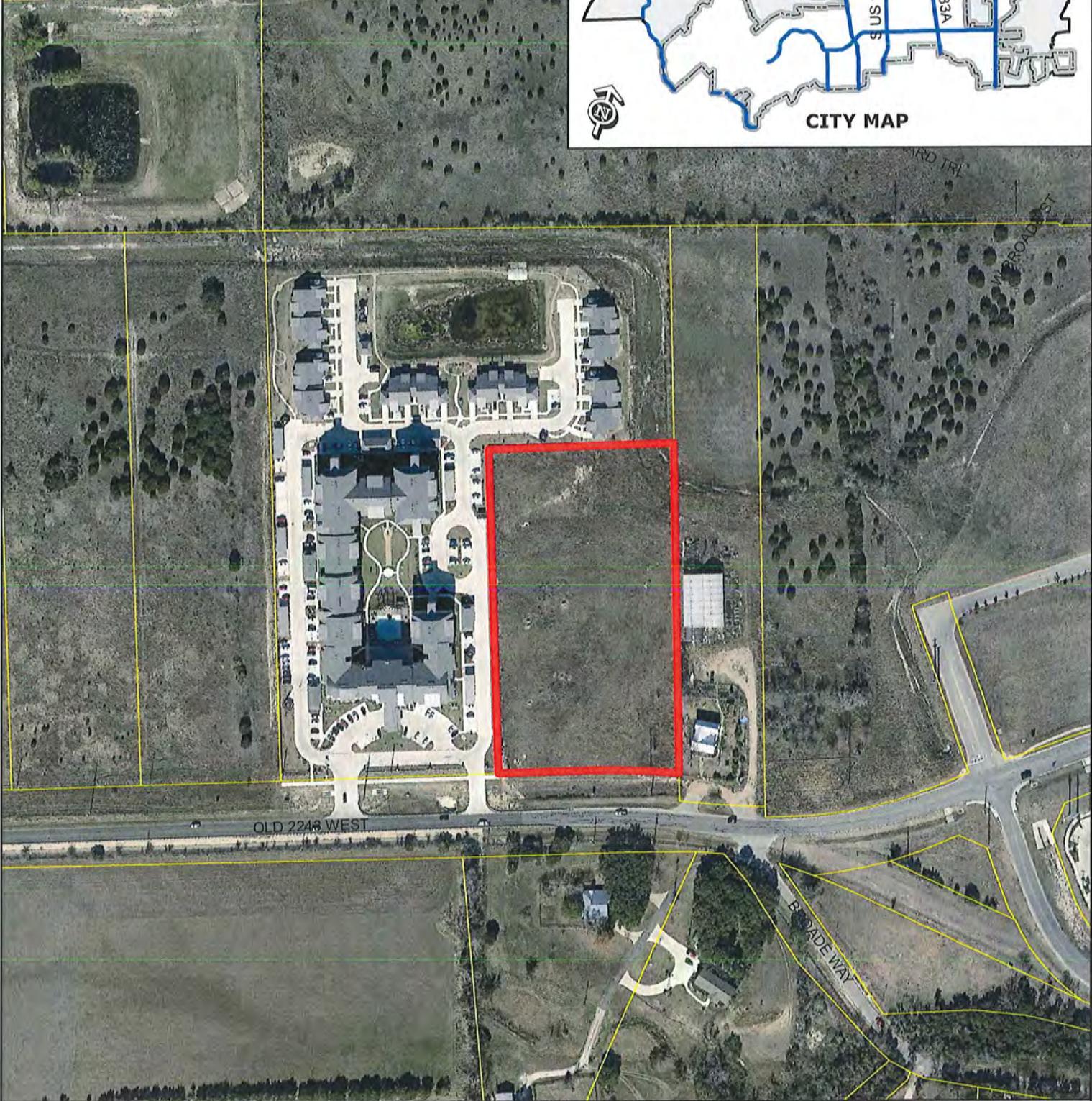
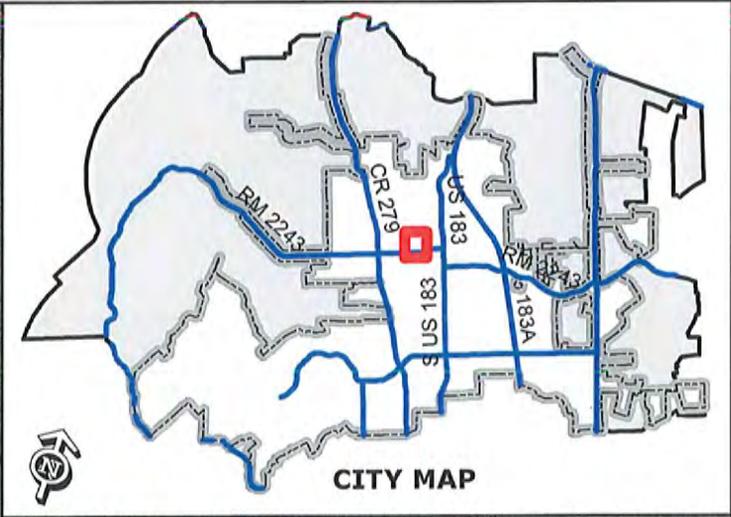
Current Zoning Map
Leander 2243 PUD



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

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

0 200
Feet



ZONING CASE 13-Z-018 Attachment #3

Aerial Exhibit - Approximate Boundaries
Leander 2243 PUD



-  Subject Property
-  City Limits

Leander 2243 Planned Unit Development – Leander, Texas

General Notes

1. The PUD consists of 4.57 acres on Old 2243 West known as Lot 2 of the Amended Plat of Lots 1-3, "Block A" Replat of Lots 1-9, "Block A" Leander 2243 Subdivision (the "Property"). See Exhibit A
2. Except as otherwise noted, the PUD shall be governed by the Composite Zoning Ordinance of the City of Leander Ordinance No. 05-018-00 (September 2005) as amended through and including the date of this PUD (the Zoning Ordinance).

Zoning

1. The base zoning for the Property shall be:
 - a. MF-2-A: Multifamily – 4.57 Acres
 - i. Maximum density shall allow 156 units or 34.14 units per acre.
 - ii. So long as a minimum of eighty percent (80%) of the units are rented to a head of household or spouse that is at least fifty five (55) years of age, the off-street parking requirements shall be reduced by approximately 22% to 1.25 parking spaces for one bedroom plus 0.25 parking spaces for each additional bedroom. Should the Property no longer be used for a senior project, the off street parking requirements shall conform to the Zoning Ordinance requirements. The Owner of the Property shall construct such needed additional extra parking as shown in the alternative parking plan to be submitted as part of the site development permit application. The owner of the Property shall contact the City and notify the City of the Property's change of use from a senior project.
 - iii. In addition to the Zoning Ordinance requirements that thirty five percent (35%) of the units have at least one enclosed garage parking space, an additional five percent (5%) of the units shall be required to have at least one enclosed garage or covered carport parking space.
 - iv. Garages and carports may encroach into side setback of the Leander Station property, Lot 1 of the Amended Plat of Lots 1-3, "Block A" Replat of Lots 1-9, "Block A" Leander 2243 Subdivision, up to five (5) feet. Landscaped screening along Old 2243 West and the adjacent single family property to the east shall be 150% of that required by the Zoning Ordinance.

Sidewalk Construction

1. An offsite eight (8') foot sidewalk meeting the requirements of the Zoning Ordinance shall be constructed in the right of way as shown in Exhibit B. The offsite sidewalk shall be constructed at the same time as the onsite sidewalks are constructed.

Enhanced Amenities included in the Project:

1. The amenities to be provided in the Project are:
 - a. Swimming Pool and Hot Tub
 - b. Dedicated Arts & Crafts room
 - c. Dining Room
 - d. Movie Theatre Room
 - e. Business Center With Computer and Printers
 - f. Shuttle Bus Transportation
 - g. Fitness Center
 - h. Beauty Salon
 - i. Game Room
 - j. Professionally Landscaped Property
 - k. Storage Rooms
 - l. Garages and Carports
 - m. Outdoor Grills

Architecture

1. Exhibit C is a conceptual elevation of the architectural style and character of the improvements to be constructed on the Property.
2. The final building plans submitted for the project shall substantially comply with the following items depicted in the rendering:
 - a. building height and massing
 - b. proportions and combination of building materials
 - c. roof pitch
 - d. roof and awning materials
 - e. general fenestration subject to architectural and engineering modifications
 - f. general tones and shades included in the color palette
 - g. general balcony configuration subject to architectural and engineering modifications
 - h. balcony railing

Conceptual Site Layout

1. Exhibit D is a conceptual site layout for the property
2. The final site plan submitted for the project shall substantially comply with the following items depicted in the rendering:
 - a. orientation of the building on the site
 - b. setback between the building and Old 2243 West
 - c. driveway locations
3. Nothing in Exhibit D exempts the project from compliance with the requirements of the PUD ordinance or the site development regulations of the Composite Zoning Ordinance

Exhibit A: Plat of the Property

Exhibit B: Offsite Sidewalk

Exhibit C: Conceptual Elevation

Exhibit D: Conceptual Site Plan

SCALE: 1"=100'

AMENDED PLAT OF LOTS 1-3, "BLOCK A" REPLAT OF LOTS 1-9, "BLOCK A" LEANDER 2243 SUBDIVISION

LEGEND	
○	IRON PIN
○	WOOD POST
○	CONCRETE POST
○	WOOD PIPE
○	WELDED WIRE FENCE

EXHIBIT A: PLAT OF PROPERTY

PERIMETER DESCRIPTION:

BEING A 16.88 ACRE TRACT OF LAND IN THE CHARLES COCHRAN SURVEY, ABSTRACT NO. 134, WILLIAMSON COUNTY, TEXAS, BEING ALL OF LOTS 1, 2, AND 3, BLOCK A, REPLAT OF LOTS 1-9, BLOCK "A" OF LEANDER 2243 SUBDIVISION, A SUBDIVISION OF RECORD IN CABINET BB, SLIDES 90-93 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 16.88 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar with cap found in the north right-of-way line of Old 2243 W (right-of-way width varies) for the southwest corner of said Lot 3 and the southeast corner of Lot 4, Block A, said Replat of Lots 1-9, Block "A" of Leander 2243 Subdivision;

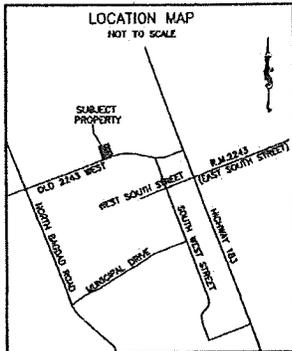
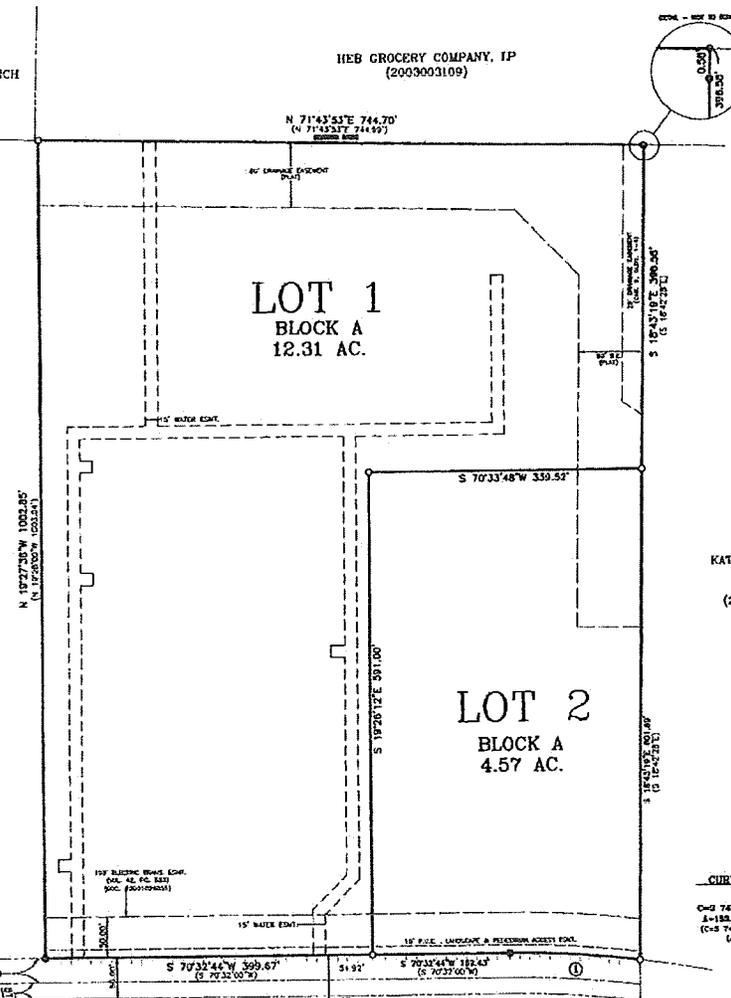
THENCE North 19°27'36" West, with the west line of Lot 3 and east line of said Lot 4, a distance of 1002.85 feet to a 1/2" rebar with cap set in the south line of a 78.978 acre tract described in Document No. 2003003109 of the Official Public Records of Williamson County, Texas, for the northwest corner of Lot 3 and northeast corner of Lot 4;

THENCE North 71°43'53" East, with the south line of said 78.978 acre tract and the north line of said Lots 3, 2 and 1, a distance of 774.70 feet to a 1/2" rebar with cap set for the northeast corner of Lot 1 and the northwest corner of a 3.65 acre tract described in Document No. 2005091464 of the Official Public Records of Williamson County, Texas;

THENCE South 18°43'19" East, with the east line of Lots 1 and 2 and the west line of said 3.65 acre tract, passing at a distance of 0.58 feet, a 1/2" rebar found and continuing for a total distance of 998.27 feet to an iron pipe found for the southeast corner hereof, and of said Lot 1, the southwest corner of said 3.65 acre tract and a point on the curving north right-of-way line of said Old 2243 W;

THENCE 163.05 feet along the arc of said curve to the left with a radius of 1239.86 feet and a chord bearing of S 74°19'31" W, a distance of 162.93 feet to an iron rod found for a point of tangency of said curve, and S 70°32'44" W, passing at a distance of 81.66 feet an iron rod found for the common south corner of said Lots 1 and 2, passing at a distance of 325.21 feet an iron rod found for the common south corner of said Lots 2 and 3, and continuing for a total distance of 569.10 feet along the north right-of-way line of said Old 2243 W to the POINT OF BEGINNING, containing 16.88 acres of land, more or less.

Bearing Basis: North line of Replat of Lots 1-9, Block "A" of Leander 2243 Subdivision (BB, Slides 90-93, (PRWCT)
Date of Survey: 02-11-2009



OLD 2243 WEST
(RIGHT-OF-WAY WIDTH VARIES)

MICHAEL HATCH
DOC # 9819793
#9 CHAMPIONS LANE
AUSTIN, TEXAS 78729-7755
19.38 ACRES

FRANCES M. THOMASON
VOLUME 381 PAGE 52
P.O. BOX 252
LEANDER, TEXAS 78646-0252
3.71 ACRES

D. L. THOMPSON
VOLUME 384 PAGE 659
7203 S. UTE TRAIL
AUSTIN, TEXAS 78729-7755
3.71 ACRES

OWNER: LEANDER 2243 INVESTMENT, LLC
P.O. BOX 302683
AUSTIN, TEXAS 78703

ACREAGE: 16.88
SURVEY: CHARLES COCHRAN SURVEY, ABSTRACT 134
NO. OF LOTS: 2
NO. OF BLOCKS: 1
F.E.M.A. MAP NO. 481079-0212C
WILLIAMSON COUNTY, TEXAS

NOTES:

This amended plat does not remove any restrictions.

Sidewalks shall be installed on the subdivision side of OLD 2243 WEST. Those sidewalks not abutting a residential, commercial or industrial lot (including sidewalks along street frontages of lots proposed for schools, churches, park lots, detention lots, drainage lots, landscape lots, or similar lots), sidewalks on arterial streets to which access is prohibited, sidewalks on double frontage lots on the side to which access is prohibited, and all sidewalks on safe school routes shall be installed when the adjoining street is constructed.

FLOOD NOTE:

NO PORTION OF THIS SUBDIVISION LIES WITHIN A SPECIAL FLOOD HAZARD AND IS DESIGNATED "ZONE X" PER F.E.M.A. FLOOD INSURANCE RATE MAP #4810790455E, DATED SEPT. 26, 2008.

ALL POINTS SURVEYING
611 SOUTH CONGRESS AVENUE - SUITE 100
AUSTIN TX 78704
TELE: (512) 445-0275 - FAX: (512) 410-1129

DATE: MARCH 15, 2010

CABINET GG

SLIDE 184

Doc. # 2010019663

AMENDED PLAT OF LOTS 1-3, "BLOCK A" REPLAT OF LOTS 1-9, "BLOCK A" LEANDER 2243 SUBDIVISION

CABINET GC

STATE OF TEXAS:
KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON:

LEANDER 2243 INVESTMENT, LLC, ACTING THROUGH OUR MANAGING MEMBER, BLAKE RUE, BEING OWNERS OF 16.88 ACRES OF LAND SITUATED IN THE CHARLES COCHRAN SURVEY, ABSTRACT NO. 134, WILLIAMSON COUNTY, TEXAS, COMPRISED OF LOTS 1, 2 AND 3 OF THE "REPLAT OF LOTS 1-9, BLOCK A, LEANDER 2243 SUBDIVISION", A SUBDIVISION OF RECORD IN CABINET EB, SLIDE 90, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, HAVING BEEN CONVEYED TO US BY WARRANTY DEED RECORDED ON DECEMBER 17, 2008 IN DOC#2008091694, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY SUBDIVIDE SAID 16.88 ACRES OF LAND, IN ACCORDANCE WITH THE APPLICABLE ORDINANCES OF THE CITY OF LEANDER, TEXAS, AND WILLIAMSON COUNTY, TEXAS, THE ACCOMPANYING PLAT TO BE KNOWN AS "AMENDED PLAT OF LOTS 1-3, 'BLOCK A' OF THE REPLAT OF LOTS 1-9, 'BLOCK A' LEANDER 2243 SUBDIVISION" AND DO HEREBY DEDICATE TO THE PUBLIC ANY AND ALL STREETS AND EASEMENTS AS SHOWN HEREON, SUBJECT TO ANY EASEMENTS OR RESTRICTIONS HERETO GRANTED AND NOT RELEASED.

WITNESS MY HAND, THIS THE 16th DAY OF March, 2010, AD.


LEANDER 2243 INVESTMENT, LLC
BLAKE RUE, MANAGING MEMBER
P.O. BOX 302663
AUSTIN, TEXAS 78703

STATE OF TEXAS
COUNTY OF TRAVIS:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED BLAKE RUE, KNOWN TO ME BY THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OF WRITING, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

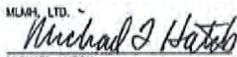
WITNESS MY HAND AND SEAL OF OFFICE, THIS THE 16th DAY OF MARCH, 2010, AD.


NOTARY PUBLIC IN AND FOR TRAVIS COUNTY, TEXAS



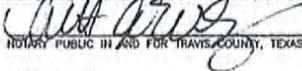
STATE OF TEXAS:
KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON:

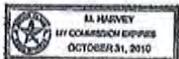
THAT MLHM, LTD., A TEXAS LIMITED PARTNERSHIP, AS THE LIEN HOLDER OF THAT CERTAIN 16.88 ACRES OF LAND SITUATED IN THE CHARLES COCHRAN SURVEY, ABSTRACT NO. 134, WILLIAMSON COUNTY, TEXAS, COMPRISED OF LOTS 1, 2 AND 3 OF THE "REPLAT OF LOTS 1-9, BLOCK A, LEANDER 2243 SUBDIVISION", A SUBDIVISION OF RECORD IN CABINET EB, SLIDE 90, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS DO HEREBY DEDICATE TO THE PUBLIC FOREVER USE OF THE STREETS, ALLEYS, EASEMENTS AND ALL OTHER LAND INTENDED FOR PUBLIC DEDICATION AS SHOWN HEREON TO BE KNOWN AS "AMENDED PLAT OF LOTS 1-3, 'BLOCK A' OF THE REPLAT OF LOTS 1-9, 'BLOCK A' LEANDER 2243 SUBDIVISION"

MLHM, LTD.

MICHAEL HATCH
AUTHORIZED REPRESENTATIVE

STATE OF TEXAS
COUNTY OF TRAVIS:

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS THE 15th DAY OF MARCH, 2010, AD, BY MICHAEL HATCH, AS AUTHORIZED REPRESENTATIVE OF MLHM, LTD., A TEXAS LIMITED PARTNERSHIP, ON BEHALF OF SAID MLHM, LTD.


NOTARY PUBLIC IN AND FOR TRAVIS COUNTY, TEXAS



STATE OF TEXAS:
KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON:

APPROVED THIS THE 24 DAY OF March, 2010, AD, AND AUTHORIZED TO BE FILED FOR RECORD BY THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.


WAYNE A. WATTS, PE, CITY ENGINEER
CITY OF LEANDER, TEXAS

ATTEST: 
DEBBIE HAILE, CITY SECRETARY
CITY OF LEANDER, TEXAS

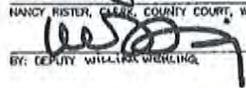
STATE OF TEXAS:
KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON:

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE, ON THIS THE 21st DAY OF MARCH, 2010, AD, AT 10:37 O'CLOCK A.M., AND DULY RECORDED THIS THE 21st DAY OF MARCH, 2010, AD, AT 12:21 O'CLOCK P.M., IN THE PLAT RECORDS OF SAID COUNTY IN CABINET GC, SLIDES 181 AND 185.

WITNESS MY HAND AND SEAL OF THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THIS 21st DAY OF MARCH, 2010, AD.


NANCY RISTER, CLERK, COUNTY COURT, WILLIAMSON COUNTY, TEXAS




BY: DEPUTY WILLIAM WERLING

GENERAL NOTES:

- CONSTRUCTION OF IMPROVEMENTS WITHIN THIS SUBDIVISION SHALL NOT COMMENCE UNTIL ALL APPLICABLE PERMITS AND/OR CONSTRUCTION PLANS HAVE BEEN APPROVED BY THE CITY OF LEANDER, TEXAS. ALL IMPROVEMENTS SHALL CONFORM TO APPLICABLE CITY STANDARDS AND SPECIFICATIONS.
- BUILDING SETBACKS NOT SHOWN HEREON SHALL CONFORM TO THE CURRENT ZONING ORDINANCE OF THE CITY OF LEANDER, TEXAS.
- NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO THE WATER DISTRIBUTION AND WASTEWATER COLLECTION SYSTEMS OF THE CITY OF LEANDER.
- DETENTION SHALL BE PROVIDED FOR ALL DEVELOPMENT AT TIME OF SITE PLAN APPROVAL.
- ALL EXISTING TREES SHALL BE LOCATED AT TIME OF SITE PLAN APPROVAL. TREE REPLACEMENT AND LANDSCAPING SHALL BE IN ACCORDANCE WITH THE CITY OF LEANDER LANDSCAPE ORDINANCE.
- ALL EASEMENTS OF RECORD AS INDICATED ON THE MOST RECENT TITLE RUN DATED: JAN. 5, 2009, CONDUCTED BY HERITAGE TITLE COMPANY FOR THIS PROPERTY ARE SHOWN ON THE SITE PLAN.
- NO BUILDINGS, FENCES, LANDSCAPING OR OTHER STRUCTURES ARE PERMITTED WITHIN DRAINAGE EASEMENTS SHOWN EXCEPT AS APPROVED BY THE CITY OF LEANDER PUBLIC WORKS DEPARTMENT.
- PROPERTY OWNER SHALL PROVIDE FOR ACCESS TO DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY THE CITY OF LEANDER.
- ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS OR HER ASSIGNS.
- COMMUNITY IMPACT FEES FOR INDIVIDUAL LOTS ARE REQUIRED TO BE PAID PRIOR TO ISSUANCE OF ANY BUILDING PERMITS.
- DEVELOPER SHALL BE RESPONSIBLE FOR ALL RELOCATION AND MODIFICATIONS TO EXISTING UTILITIES.
- THIS SUBDIVISION IS SUBJECT TO ALL GENERAL NOTES AND RESTRICTIONS APPEARING ON THE PLAT "REPLAT OF LOTS 1-9, BLOCK A, LEANDER 2243 SUBDIVISION" RECORDED IN CABINET EB, SLIDE 90 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS.

ENGINEER'S CERTIFICATION

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE PLAT IS, TO THE BEST OF MY PROFESSIONAL CAPACITY, COMPLETE AND ACCURATE AND IN COMPLIANCE WITH ALL RELEVANT CITY ORDINANCES, CODES, PLANS AND RELEVANT STATE STANDARDS.


HUNTER SHADRUMB,
REGISTERED PROFESSIONAL ENGINEER
STATE OF TEXAS
AUSTIN CIVIL ENGINEERING, INC.
2708 S. LAMAR BLVD. #2003
AUSTIN, TEXAS
(512) 306-0018



STATE OF TEXAS:
COUNTY OF TRAVIS:
I, C. RICHARD RALPH, AN AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF SURVEYING, AND HEREBY STATE THAT THIS PLAT CONFORMS WITH THE APPLICABLE ORDINANCES OF THE CITY OF LEANDER, TEXAS, AND WILLIAMSON COUNTY, TEXAS AND THAT ALL EXISTING EASEMENTS OF RECORD HAVE BEEN SHOWN OR NOTED HEREON.


SURVEYED BY: C. RICHARD RALPH, R.P.
ALL POINTS SURVEYING
611 SOUTH CONGRESS, SUITE 200
AUSTIN, TEXAS 78704

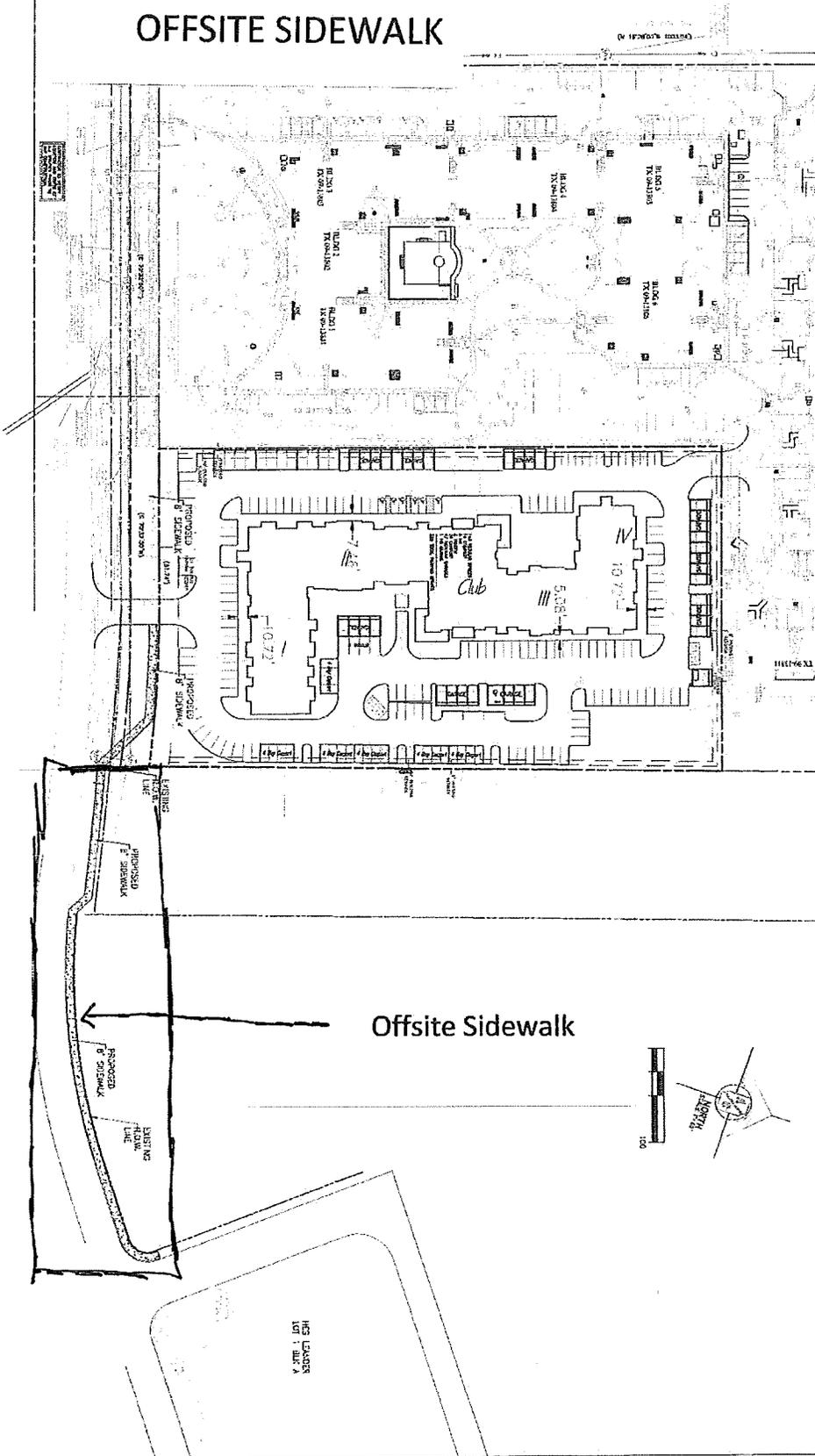


SLIDE 185



ALL POINTS SURVEYING
611 SOUTH CONGRESS AVENUE - SUITE 100
AUSTIN TX 78704
TEL: (512) 440-0291 - FAX: (512) 440-0109

EXHIBIT B: OFFSITE SIDEWALK



SITE CIVIL PLAN
2

PLAN
SIDEWALK
EXHIBIT

NO.	REVISIONS	DATE

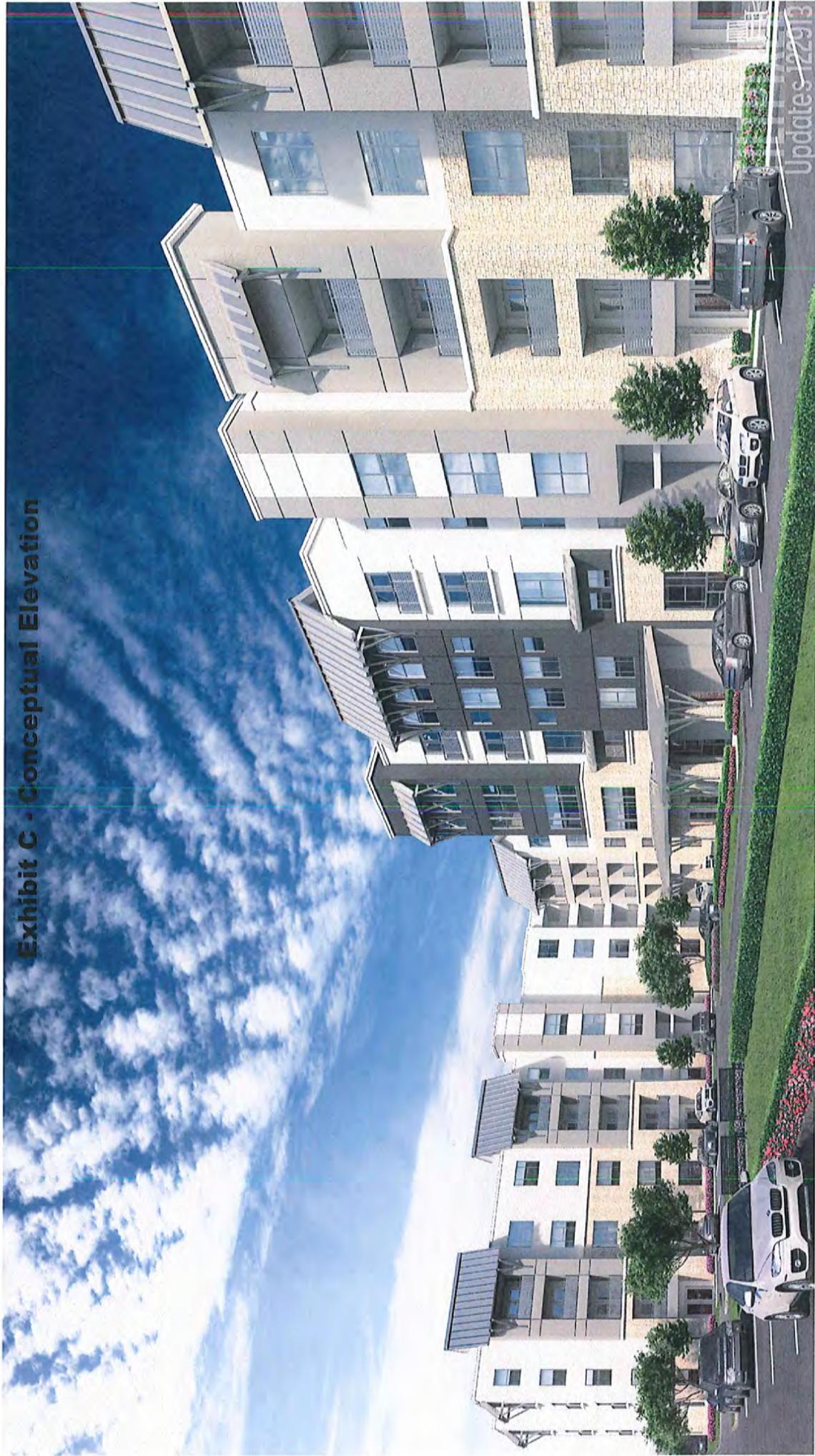
SKYE
OLD 2243 W
LEANDER, TEXAS 78641



AUSTIN CIVIL
ENGINEERING, INC.
1801 TRW # 1-0010
7705 SOUTH PARK BLVD, SUITE 200A
AUSTIN, TEXAS 78748
PH: (512) 305-4638
FAX: (512) 309-1048

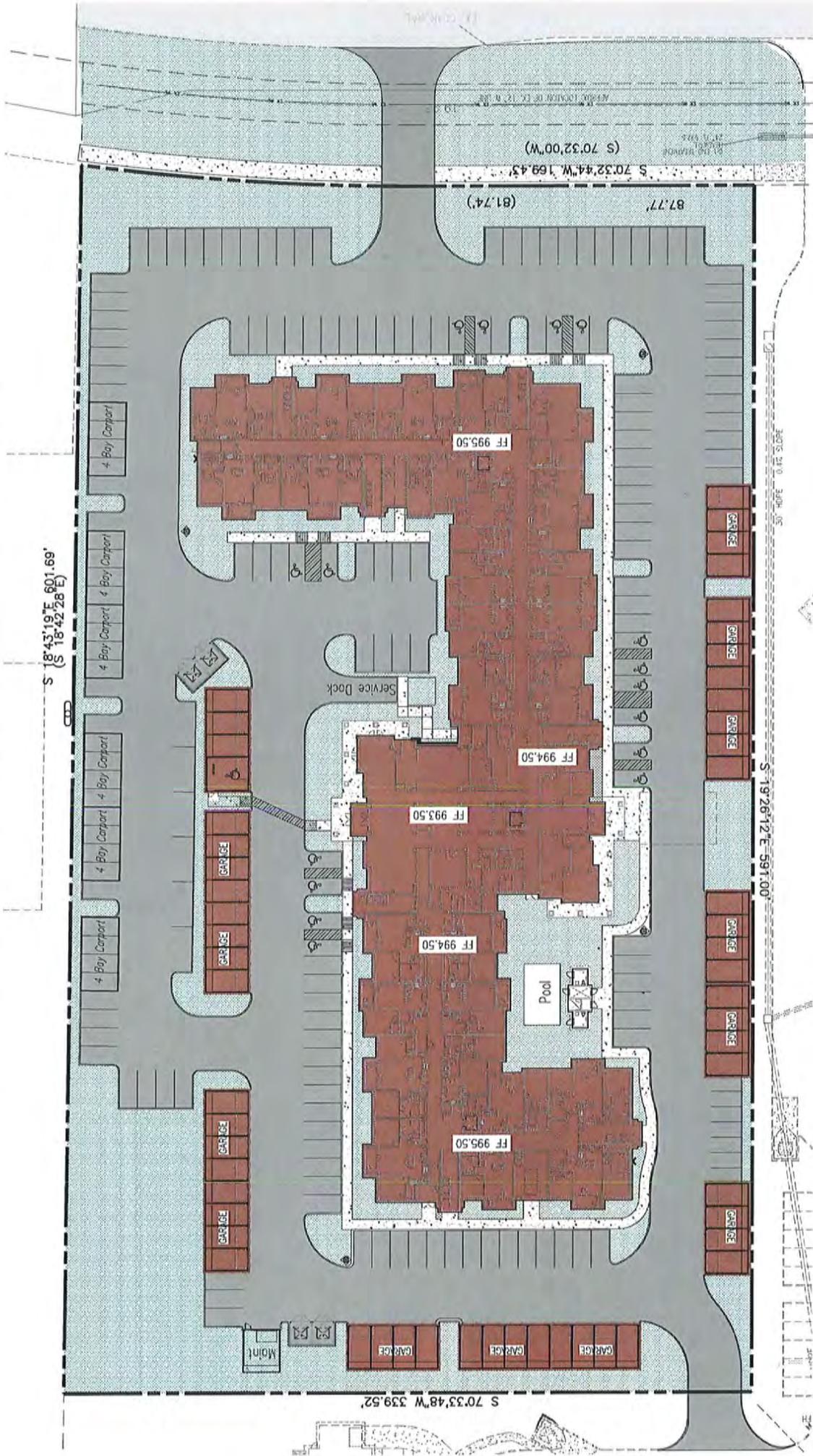


Exhibit C - Conceptual Elevation



Updates 122913

Exhibit D - Conceptual Site Plan



January 2, 2014

City of Leander
200 West Willis Street
Leander, Texas 78641

Re: Letter of intent for zoning request for 4.57 acre tract located on FM 2243 also known as Lot 2 of the Amended Plat of Lots 1 – 3, “Block A” Replat of Lots 1-9 “Block A” Leander 2243 Subdivision

To Whom It May Concern:

I am writing this letter to respectfully request a zoning change for the 4.57 acre tract located on FM 2243 also known as Lot 2 of the Amended Plat of Lots 1 – 3, “Block A” Replat of Lots 1-9 “Block A” Leander 2243 Subdivision. Currently the property is zoned Light Industrial.

It is my request to have the Property zoned PUD with the following base zoning districts:

- a. MF – Multifamily A-2: 4.57 Acres
 - i. Site Component Type 2
 - ii. Architectural Component Type A
 - iii. Density to allow up to 34.14 units per acre or 156 units
 - iv. Parking requirements reduced to be compatible with a Senior living facility
 - v. In addition to the requirements of the Zoning Ordinance, an additional 5% of the units shall have at least one enclosed garage or covered carport parking space
 - vi. PUD will allow side setback relief for garages along the Leander Station property.
 - vii. Landscaped screening along Old 2243 West and the adjacent single family property to the east shall be 150% of that required by the Zoning Ordinance

As part of our project, we will construct a sidewalk which connects to the HEB commercial center to provide a safe avenue for residents to commute on foot.

The proposed project will be a market rate project and will serve the seniors of Leander while complimenting the successful mixed income senior project, Leander Station. Project amenities will include granite counters, stainless steel appliances, resort like swimming pool/spa, chef prepared fine dining, movie theatre, transportation, weekly housekeeping, furnished fitness center and much more.

The proposed location is ideal for high density senior multifamily housing due to the Property’s following attributes:

1. Located .5 miles and walking distance to the Leander rail stop
2. Located .5 miles and walking distance to the Leander TOD
3. Fronts on an arterial roadway
4. Shares a property line with a complimentary senior living facility
5. Located .2 miles and walking distance from the HEB commercial center

We hope the City will give this project serious consideration as we believe it will meet a growing demand for senior housing and significantly benefit the City of Leander. A summary of the benefits to the City and enhanced development standards are:

1. Ideal location for enhanced density due to site location on arterial roadway and proximity to rail stop, TOD and HEB

2. 150% of required landscaped screening along FM 2243 and adjacent single family property.
3. In addition to thirty five percent (35%) of the units having one enclosed garage parking space, an additional five percent (5%) of the units shall have at least one enclosed garage or covered carport parking space.
4. Construction of offsite sidewalk to increase pedestrian safety along FM 2243 between the site and the HEB commercial center
5. Enhanced density targeting seniors results in increased park fees with a correspondingly lower impact on parks
6. Enhanced amenities included in the project are outlined in the Leander 2243 PUD

Sincerely,

Blake A. Rue
Managing Member
Leander 2243 Investment, LLC
Ph: 512-294-4017
Email: Blake@Rueinvestments.com

Meritt Skye
Leander, Texas

DDC Meritt Skye, LTD.
1904 West 30th Street
Leander, Texas 77983
P: (512) 722-1258
F: (512) 722-1278

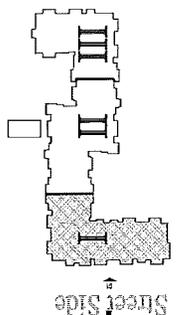
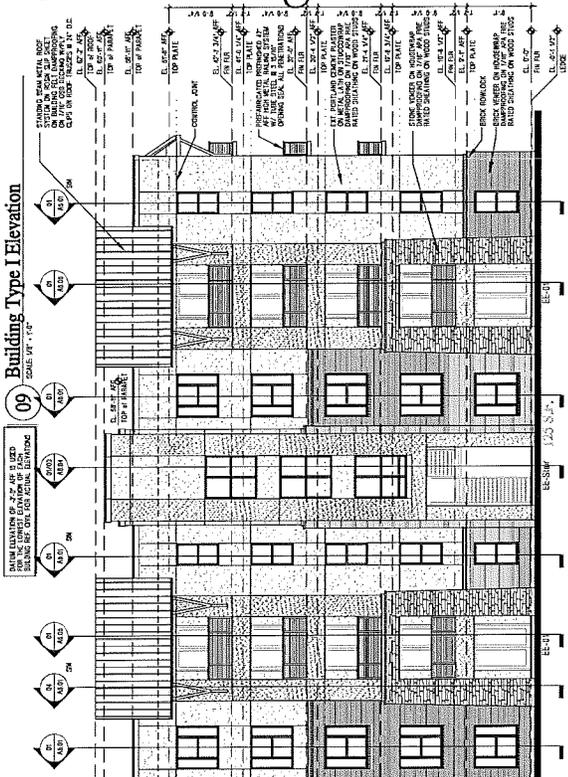
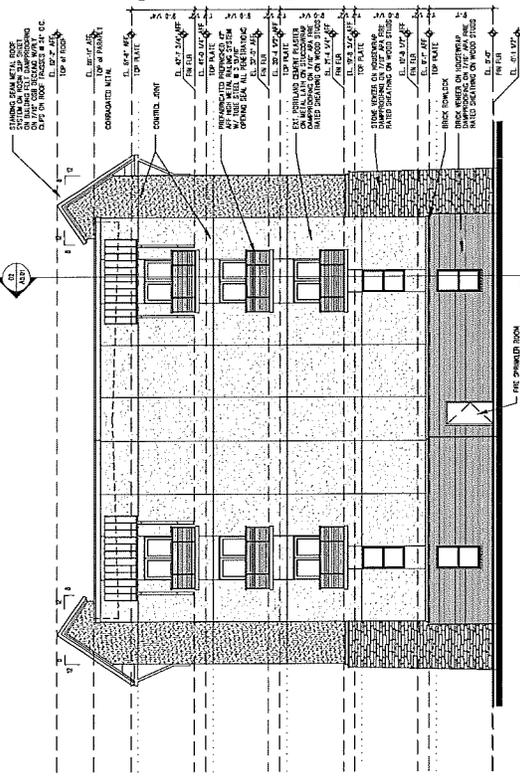
architectural
interior
800 10th Street
Plano, Texas 75074
P: 972-430-0881, 972-505-0022
police@archinterior.com



Project No. 120015
Sheet Drawing: US
Scale: 1/8" = 1'-0"

THIS DRAWING IS THE PROPERTY OF ARCHITECTURAL INTERIOR. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. ANY REUSE OR MODIFICATION OF THIS DRAWING WITHOUT THE WRITTEN CONSENT OF ARCHITECTURAL INTERIOR IS STRICTLY PROHIBITED.

A4-01



Key Plan

00 Building Type I Elevation
SCALE: 1/8" = 1'-0"

01 Building Type I Elevation - Street Side
SCALE: 1/8" = 1'-0"

DO NOT SCALE DIMENSIONS FROM THIS DRAWING. DIMENSIONS SHALL BE AS SHOWN ON THE DRAWING.

ORDINANCE NO #

ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING ONE PARCEL OF LAND FROM LI-4-D (LIGHT INDUSTRIAL) TO PUD (PLANNED UNIT DEVELOPMENT); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.

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

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

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

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

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

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

Section 3. Applicability. This ordinance applies to the following parcel of land, which is herein referred to as the "Property:" That certain parcels of land being 4.57 acres, more or less, located in Leander, Williamson County, Texas, being more particularly described in Exhibit "A", commonly referred to as 11350 Old 2243 West, Leander, Texas; legally described as Lot 2, Block A, Leander 2243 Replat (black A, Lots 1-3 Amended), more particularly described in Document Number 2008091694, Official Public Records of Williamson County, Texas, and identified by tax identification number R506064.

Section 4. Property Rezoned. The Zoning Ordinance is hereby amended by changing the zoning district for the Property from LI-4-D (Light Industrial) to PUD (Planned Unit Development) known as the Leander 2243 PUD. The PUD shall be developed and occupied in accordance with this Ordinance, the PUD plan attached as Exhibit "B", which are hereby adopted and incorporated herein for all purposes, and the Composite Zoning Ordinance to the extent not amended by this Ordinance with the following conditions:

1. The site plan is noted as conceptual. The review staff has not had the opportunity to review civil plans for this project.

2. At the time of site plan submittal, the applicant shall provide for driveway connectivity between the subject site and the properties to the east and west.
3. A minimum of 55% of the required masonry shall be brick or stone and not stucco.

In the event of a conflict between the Composite Zoning Ordinance and the requirements for the Property set forth in this Ordinance, this Ordinance shall control.

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

Section 6. Severability. Should any section or part of this ordinance be held unconstitutional, illegal, or invalid, or the application to any person or circumstance for any reasons thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this ordinance are declared to be severable.

Section 7. Open Meetings. That it is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapt. 551, Loc. Gov't. Code.

PASSED AND APPROVED on First Reading this the 6th day of February, 2014.
FINALLY PASSED AND APPROVED on this the 20th day of February, 2014.

THE CITY OF LEANDER, TEXAS

ATTEST:

Christopher Fielder, Mayor

Debbie Haile, City Secretary

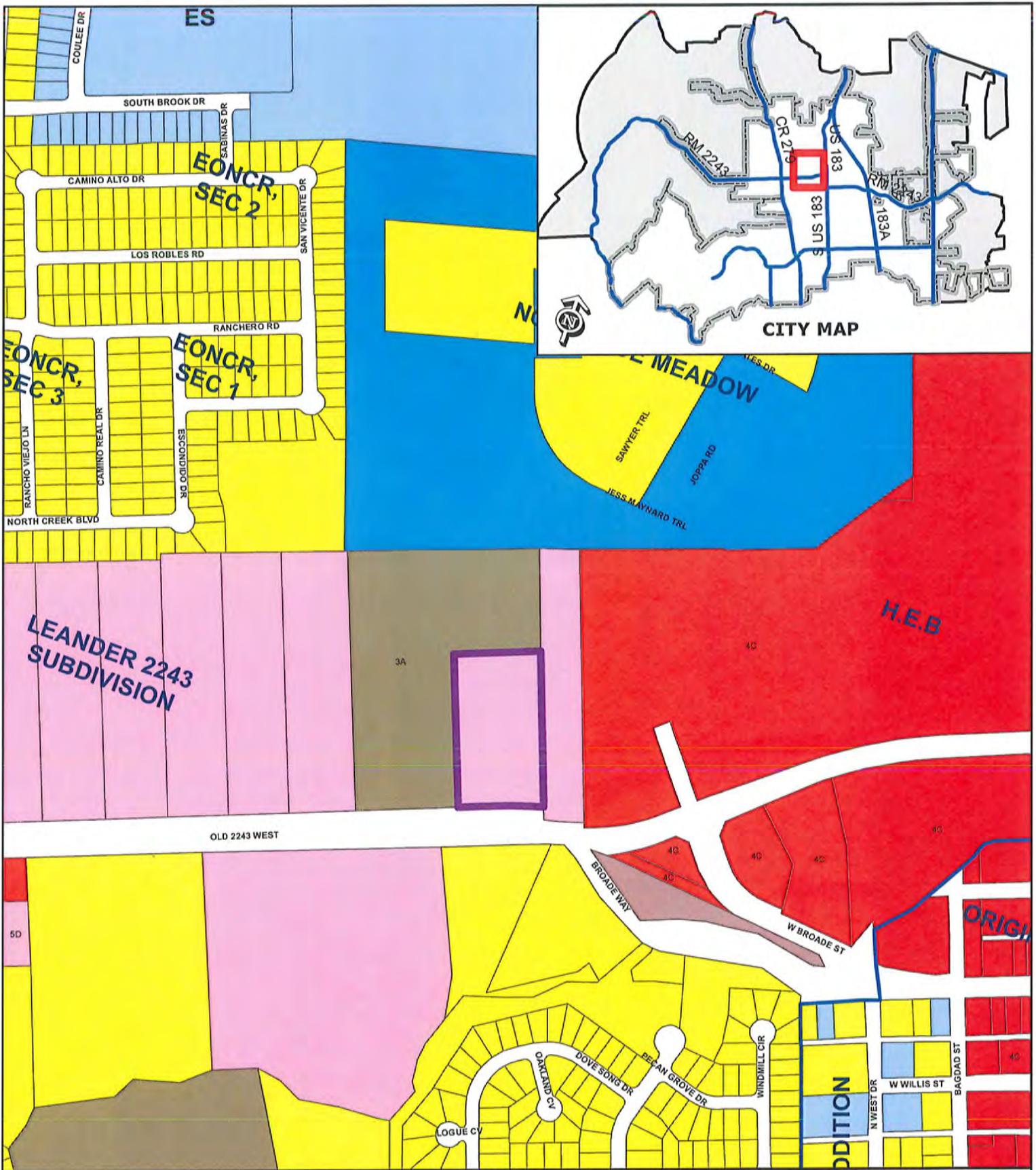


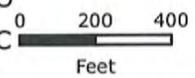
EXHIBIT A

**Zoning Case
13-Z-018**

Leander 2243 PUD



- | | | | |
|--------------------------|-----|--------|-----|
| Subject Property | SFR | SFT | GC |
| City Limits | SFE | SFU/MH | LI |
| Future Annexation Per DA | SFS | TF | HI |
| Involuntary Annexation | SFU | MF | PUD |
| Voluntary Annexation | SFC | LO | |
| | SFL | LC | |



Leander 2243 Planned Unit Development – Leander, Texas

General Notes

1. The PUD consists of 4.57 acres on Old 2243 West known as Lot 2 of the Amended Plat of Lots 1-3, "Block A" Replat of Lots 1-9, "Block A" Leander 2243 Subdivision (the "Property"). See Exhibit A
2. Except as otherwise noted, the PUD shall be governed by the Composite Zoning Ordinance of the City of Leander Ordinance No. 05-018-00 (September 2005) as amended through and including the date of this PUD (the Zoning Ordinance).

Zoning

1. The base zoning for the Property shall be:
 - a. MF-2-A: Multifamily – 4.57 Acres
 - i. Maximum density shall allow 156 units or 34.14 units per acre.
 - ii. So long as a minimum of eighty percent (80%) of the units are rented to a head of household or spouse that is at least fifty five (55) years of age, the off-street parking requirements shall be reduced by approximately 22% to 1.25 parking spaces for one bedroom plus 0.25 parking spaces for each additional bedroom. Should the Property no longer be used for a senior project, the off street parking requirements shall conform to the Zoning Ordinance requirements. The Owner of the Property shall construct such needed additional extra parking as shown in the alternative parking plan to be submitted as part of the site development permit application. The owner of the Property shall contact the City and notify the City of the Property's change of use from a senior project.
 - iii. In addition to the Zoning Ordinance requirements that thirty five percent (35%) of the units have at least one enclosed garage parking space, an additional five percent (5%) of the units shall be required to have at least one enclosed garage or covered carport parking space.
 - iv. Garages and carports may encroach into side setback of the Leander Station property, Lot 1 of the Amended Plat of Lots 1-3, "Block A" Replat of Lots 1-9, "Block A" Leander 2243 Subdivision, up to five (5) feet. Landscaped screening along Old 2243 West and the adjacent single family property to the east shall be 150% of that required by the Zoning Ordinance.

Sidewalk Construction

1. An offsite eight (8') foot sidewalk meeting the requirements of the Zoning Ordinance shall be constructed in the right of way as shown in Exhibit B. The offsite sidewalk shall be constructed at the same time as the onsite sidewalks are constructed.

Enhanced Amenities included in the Project:

1. The amenities to be provided in the Project are:
 - a. Swimming Pool and Hot Tub
 - b. Dedicated Arts & Crafts room
 - c. Dining Room
 - d. Movie Theatre Room
 - e. Business Center With Computer and Printers
 - f. Shuttle Bus Transportation
 - g. Fitness Center
 - h. Beauty Salon
 - i. Game Room
 - j. Professionally Landscaped Property
 - k. Storage Rooms
 - l. Garages and Carports
 - m. Outdoor Grills

Architecture

1. Exhibit C is a conceptual elevation of the architectural style and character of the improvements to be constructed on the Property.
2. The final building plans submitted for the project shall substantially comply with the following items depicted in the rendering:
 - a. building height and massing
 - b. proportions and combination of building materials
 - c. roof pitch
 - d. roof and awning materials
 - e. general fenestration subject to architectural and engineering modifications
 - f. general tones and shades included in the color palette
 - g. general balcony configuration subject to architectural and engineering modifications
 - h. balcony railing

Conceptual Site Layout

1. Exhibit D is a conceptual site layout for the property
2. The final site plan submitted for the project shall substantially comply with the following items depicted in the rendering:
 - a. orientation of the building on the site
 - b. setback between the building and Old 2243 West
 - c. driveway locations
3. Nothing in Exhibit D exempts the project from compliance with the requirements of the PUD ordinance or the site development regulations of the Composite Zoning Ordinance

Exhibit A: Plat of the Property

Exhibit B: Offsite Sidewalk

Exhibit C: Conceptual Elevation

Exhibit D: Conceptual Site Plan

CABINET GG

SLIDE 184

Doc. # 2010019663

SCALE: 1"=100'

AMENDED PLAT OF LOTS 1-3, "BLOCK A" REPLAT OF LOTS 1-9, "BLOCK A" LEANDER 2243 SUBDIVISION

LEGEND	
○	IRON ROD PIN
○	WOOD POST SET
○	WOOD SIGN FOUND
○	WOOD SIGN FOUND
○	UTILITY LINE
○	BOUNDARY SURVEY POINT
○	UTILITY POLE

EXHIBIT A: PLAT OF PROPERTY

PERIMETER DESCRIPTION:

BEING A 16.88 ACRE TRACT OF LAND IN THE CHARLES COCHRAN SURVEY, ABSTRACT NO. 134, WILLIAMSON COUNTY, TEXAS, BEING ALL OF LOTS 1, 2, AND 3, BLOCK A, REPLAT OF LOTS 1-9, BLOCK "A" OF LEANDER 2243 SUBDIVISION, A SUBDIVISION OF RECORD IN CABINET BB, SLIDES 90-93 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 16.88 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar with cap found in the north right-of-way line of Old 2243 W (right-of-way width varies) for the southwest corner of said Lot 3 and the southeast corner of Lot 4, Block A, said Replat of Lots 1-9, Block "A" of Leander 2243 Subdivision;

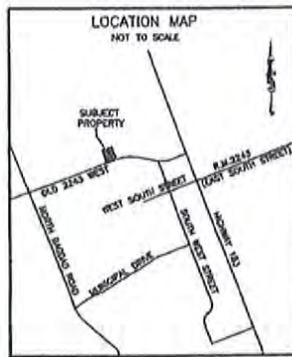
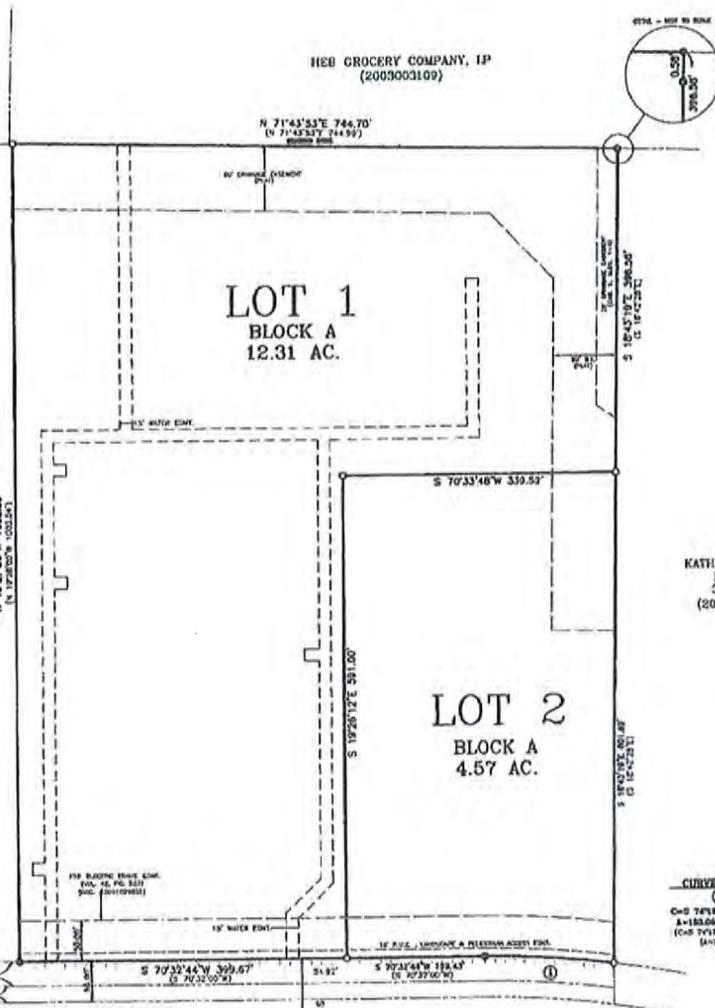
THENCE North 19°27'36" West, with the west line of Lot 3 and east line of said Lot 4, a distance of 1002.85 feet to a 1/2" rebar with cap set in the south line of a 78.978 acre tract described in Document No. 2003003109 of the Official Public Records of Williamson County, Texas, for the northwest corner of Lot 3 and northeast corner of Lot 4;

THENCE North 71°43'53" East, with the south line of said 78.978 acre tract and the north line of said Lots 3, 2 and 1, a distance of 774.70 feet to a 1/2" rebar with cap set for the northeast corner of Lot 1 and the northwest corner of a 3.65 acre tract described in Document No. 2005091464 of the Official Public Records of Williamson County, Texas;

THENCE South 18°43'19" East, with the east line of Lots 1 and 2 and the west line of said 3.65 acre tract, passing at a distance of 0.58 feet, a 1/2" rebar found and continuing for a total distance of 998.27 feet to an iron pipe found for the southeast corner hereof, and of said Lot 1, the southwest corner of said 3.65 acre tract and a point on the curving north right-of-way line of said Old 2243 W;

THENCE 163.05 feet along the arc of said curve to the left with a radius of 1235.86 feet and a chord bearing of S 74°19'31" W, a distance of 162.93 feet to an iron rod found for a point of tangency of said curve, and S 70°32'44" W, passing at a distance of 81.66 feet on iron rod found for the common south corner of said Lots 1 and 2, passing at a distance of 325.27 feet on iron rod found for the common south corner of said Lots 2 and 3, and continuing for a total distance of 569.10 feet along the north right-of-way line of said Old 2243 W to the POINT OF BEGINNING, containing 16.88 acres of land, more or less.

Bearing Basis: North line of Replat of Lots 1-9, Block "A" of Leander 2243 Subdivision (BB, Slides 90-93, (PRWCT))
Date of Survey: 02-11-2009



OLD 2243 WEST
(RIGHT-OF-WAY WIDTH VARIES)

MICHAEL HATCH
DOC # 9819793
#9 CHAMPIONS LANE
AUSTIN, TEXAS 78729-7755
19.38 ACRES

FRANCES M. THOMASON
VOLUME 381 PAGE 52
P.O. BOX 252
LEANDER, TEXAS 78646-0252
3.71 ACRES

D. L. THOMPSON
VOLUME 384 PAGE 659
7203 S. UTE TRAIL
AUSTIN, TEXAS 78729-7755
3.71 ACRES

NOTES:

This amended plat does not remove any restrictions.

Sidewalks shall be installed on the subdivision side of OLD 2243 WEST. Those sidewalks not abutting a residential, commercial or industrial lot (including sidewalks along street frontages of lots proposed for schools, churches, park lots, detention lots, drainage lots, landscape lots, or similar lots), sidewalks on arterial streets to which access is prohibited, sidewalks on double frontage lots on the side to which access is prohibited, and all sidewalks on safe school routes shall be installed when the adjoining street is constructed.

FLOOD NOTE:

NO PORTION OF THIS SUBDIVISION LIES WITHIN A SPECIAL FLOOD HAZARD AND IS DESIGNATED "ZONE X" PER F.E.M.A. FLOOD INSURANCE RATE MAP #4810790455E, DATED SEPT. 26, 2006.

Sidewalk identified on plat by:



ALL POINTS SURVEYING
611 SOUTH CONGRESS AVENUE - SUITE 100
AUSTIN TX, 78704
TEL: (512) 440-0771 - FAX: (512) 448-6192

OWNER: LEANDER 2243 INVESTMENT, LLC
P.O. BOX 302661
AUSTIN, TEXAS 78703

MORAGAGE: 16.88
SURVEY: CHARLES COCHRAN SURVEY, ABSTRACT 134
NO. OF LOTS: 2
NO. OF BLOCKS: 1
F.E.M.A. MAP NO. 481079-0212C
WILLIAMSON COUNTY, TEXAS

DATE: MARCH 15, 2010

AMENDED PLAT OF LOTS 1-3, "BLOCK A" REPLAT OF LOTS 1-9, "BLOCK A" LEANDER 2243 SUBDIVISION

CABINET GG

STATE OF TEXAS:
KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON:

LEANDER 2243 INVESTMENT, LLC, ACTING THROUGH OUR MANAGING MEMBER, BLAKE RUE, BEING OWNERS OF 16.88 ACRES OF LAND SITUATED IN THE CHARLES COCHRAN SURVEY, ABSTRACT NO. 134, WILLIAMSON COUNTY, TEXAS, COMPRISED OF LOTS 1, 2 AND 3 OF THE "REPLAT OF LOTS 1-9, BLOCK A, LEANDER 2243 SUBDIVISION", A SUBDIVISION OF RECORD IN CABINET BB, SLIDE 90, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, HAVING BEEN CONVEYED TO US BY WARRANTY DEED RECORDED ON DECEMBER 17, 2008 IN DOC#2008001594, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY SUBDIVIDE SAID 16.88 ACRES OF LAND, IN ACCORDANCE WITH THE APPLICABLE ORDINANCES OF THE CITY OF LEANDER, TEXAS, AND WILLIAMSON COUNTY, TEXAS, THE ACCOMPANYING PLAT TO BE KNOWN AS "AMENDED PLAT OF LOTS 1-3, 'BLOCK A' OF THE REPLAT OF LOTS 1-9, 'BLOCK A' LEANDER 2243 SUBDIVISION" AND DO HEREBY DEDICATE TO THE PUBLIC ANY AND ALL STREETS AND EASEMENTS AS SHOWN HEREON, SUBJECT TO ANY EASEMENTS OR RESTRICTIONS HERETO GRANTED AND NOT RELEASED.

WITNESS MY HAND, THIS THE 16th DAY OF March, 2010, AD.

Blake Rue
LEANDER 2243 INVESTMENT, LLC
BLAKE RUE, MANAGING MEMBER
P.O. BOX 302663
AUSTIN, TEXAS 78703

STATE OF TEXAS
COUNTY OF TRAVIS:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED BLAKE RUE, KNOWN TO ME BY THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OF WRITING, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE 16th DAY OF MARCH, 2010, AD.

Jeffrey Oak
NOTARY PUBLIC IN AND FOR TRAVIS COUNTY, TEXAS



STATE OF TEXAS:
KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON:

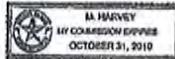
THAT MLHM, LTD., A TEXAS LIMITED PARTNERSHIP, AS THE LIEN HOLDER OF THAT CERTAIN 16.88 ACRES OF LAND SITUATED IN THE CHARLES COCHRAN SURVEY, ABSTRACT NO. 134, WILLIAMSON COUNTY, TEXAS, COMPRISED OF LOTS 1, 2 AND 3 OF THE "REPLAT OF LOTS 1-9, BLOCK A, LEANDER 2243 SUBDIVISION", A SUBDIVISION OF RECORD IN CABINET BB, SLIDE 90, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS DO HEREBY DEDICATE TO THE PUBLIC FOREVER USE OF THE STREETS, ALLEYS, EASEMENTS AND ALL OTHER LAND INTENDED FOR PUBLIC DEDICATION AS SHOWN HEREON TO BE KNOWN AS "AMENDED PLAT OF LOTS 1-3, 'BLOCK A' OF THE REPLAT OF LOTS 1-9, 'BLOCK A' LEANDER 2243 SUBDIVISION"

MLHM, LTD.
Michael J Hatch
MICHAEL HATCH
AUTHORIZED REPRESENTATIVE

STATE OF TEXAS
COUNTY OF TRAVIS:

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS THE 15th DAY OF MARCH, 2010, AD, BY MICHAEL HATCH, AS AUTHORIZED REPRESENTATIVE OF MLHM, LTD., A TEXAS LIMITED PARTNERSHIP, ON BEHALF OF SAID MLHM, LTD.

Michael Hatch
NOTARY PUBLIC IN AND FOR TRAVIS COUNTY, TEXAS



STATE OF TEXAS:
KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON:

APPROVED THIS THE 24 DAY OF March, 2010, AD, AND AUTHORIZED TO BE FILED FOR RECORD BY THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

Wayne S. Watts
WAYNE S. WATTS, PE, CITY ENGINEER
CITY OF LEANDER, TEXAS

ATTEST:
Debbie Hale
DEBBIE HALE, CITY SECRETARY
CITY OF LEANDER, TEXAS

STATE OF TEXAS:
KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON:

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE, ON THIS THE 24th DAY OF MARCH, 2010, AD, AT 10:55 O'CLOCK A.M., AND DULY RECORDED THIS THE 24th DAY OF MARCH, 2010, AD, AT 12:31 O'CLOCK P.M., IN THE PLAT RECORDS OF SAID COURT IN CABINET GG, SLIDES 161 AND 162.

WITNESS MY HAND AND SEAL OF THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THIS 24th DAY SHOWN ABOVE WRITTEN.

Nancy E. Rister
NANCY RISTER, CLERK, COUNTY COURT, WILLIAMSON COUNTY, TEXAS
BY: [Signature]
DEPUTY WILLIAM WITLING



GENERAL NOTES:

1. CONSTRUCTION OF IMPROVEMENTS WITHIN THIS SUBDIVISION SHALL NOT COMMENCE UNTIL ALL APPLICABLE PERMITS AND/OR CONSTRUCTION PLANS HAVE BEEN APPROVED BY THE CITY OF LEANDER, TEXAS. ALL IMPROVEMENTS SHALL CONFORM TO APPLICABLE CITY STANDARDS AND SPECIFICATIONS.
2. BUILDING SETBACKS NOT SHOWN HEREON SHALL CONFORM TO THE CURRENT ZONING ORDINANCE OF THE CITY OF LEANDER, TEXAS.
3. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO THE WATER DISTRIBUTION AND WASTEWATER COLLECTION SYSTEMS OF THE CITY OF LEANDER.
4. DETENTION SHALL BE PROVIDED FOR ALL DEVELOPMENT AT TIME OF SITE PLAN APPROVAL.
5. ALL EXISTING TREES SHALL BE LOCATED AT TIME OF SITE PLAN APPROVAL. TREE REPLACEMENT AND LANDSCAPING SHALL BE IN ACCORDANCE WITH THE CITY OF LEANDER LANDSCAPE ORDINANCE.
6. ALL EASEMENTS OF RECORD AS INDICATED ON THE MOST RECENT TITLE RUM DATED: JAN. 5, 2009, CONDUCTED BY HERITAGE TITLE COMPANY FOR THIS PROPERTY ARE SHOWN ON THE SITE PLAN.
7. NO BUILDINGS, FENCES, LANDSCAPING OR OTHER STRUCTURES ARE PERMITTED WITHIN DRAINAGE EASEMENTS SHOWN EXCEPT AS APPROVED BY THE CITY OF LEANDER PUBLIC WORKS DEPARTMENT.
8. PROPERTY OWNER SHALL PROVIDE FOR ACCESS TO DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY THE CITY OF LEANDER.
9. ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS OR HER ASSIGNS.
10. COMMUNITY IMPACT FEES FOR INDIVIDUAL LOTS ARE REQUIRED TO BE PAID PRIOR TO ISSUANCE OF ANY BUILDING PERMITS.
11. DEVELOPER SHALL BE RESPONSIBLE FOR ALL RELOCATION AND MODIFICATIONS TO EXISTING UTILITIES.
12. THIS SUBDIVISION IS SUBJECT TO ALL GENERAL NOTES AND RESTRICTIONS APPEARING ON THE PLAT "REPLAT OF LOTS 1-9, BLOCK A, LEANDER 2243 SUBDIVISION" RECORDED IN CABINET BB, SLIDE 90 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS.

ENGINEER'S CERTIFICATION

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE PLAT IS, TO THE BEST OF MY PROFESSIONAL CAPACITY, COMPLETE AND ACCURATE AND IN COMPLIANCE WITH ALL RELEVANT CITY ORDINANCES, CODES, PLANS AND RELEVANT STATE STANDARDS.

Robert Shadrage 1/16/10
HUNTER SHADRAGE
REGISTERED PROFESSIONAL ENGINEER
STATE OF TEXAS
AUSTIN CIVIL ENGINEERING, INC.
2708 S. LAMAR BLVD. #2009
AUSTIN, TEXAS
(512) 308-0018



STATE OF TEXAS:
COUNTY OF TRAVIS:
I, C. RICHARD RALPH, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF SURVEYING, AND HEREBY STATE THAT THIS PLAT CONFORMS WITH THE APPLICABLE ORDINANCES OF THE CITY OF LEANDER, TEXAS, AND WILLIAMSON COUNTY, TEXAS AND THAT ALL EXISTING EASEMENTS OF RECORD HAVE BEEN SHOWN OR NOTED HEREON.

C. Richard Ralph 1/16/10
SURVEYED BY: C. RICHARD RALPH, R.P.
ALL POINTS SURVEYING
611 SOUTH CONGRESS, SUITE 100
AUSTIN, TEXAS 78704

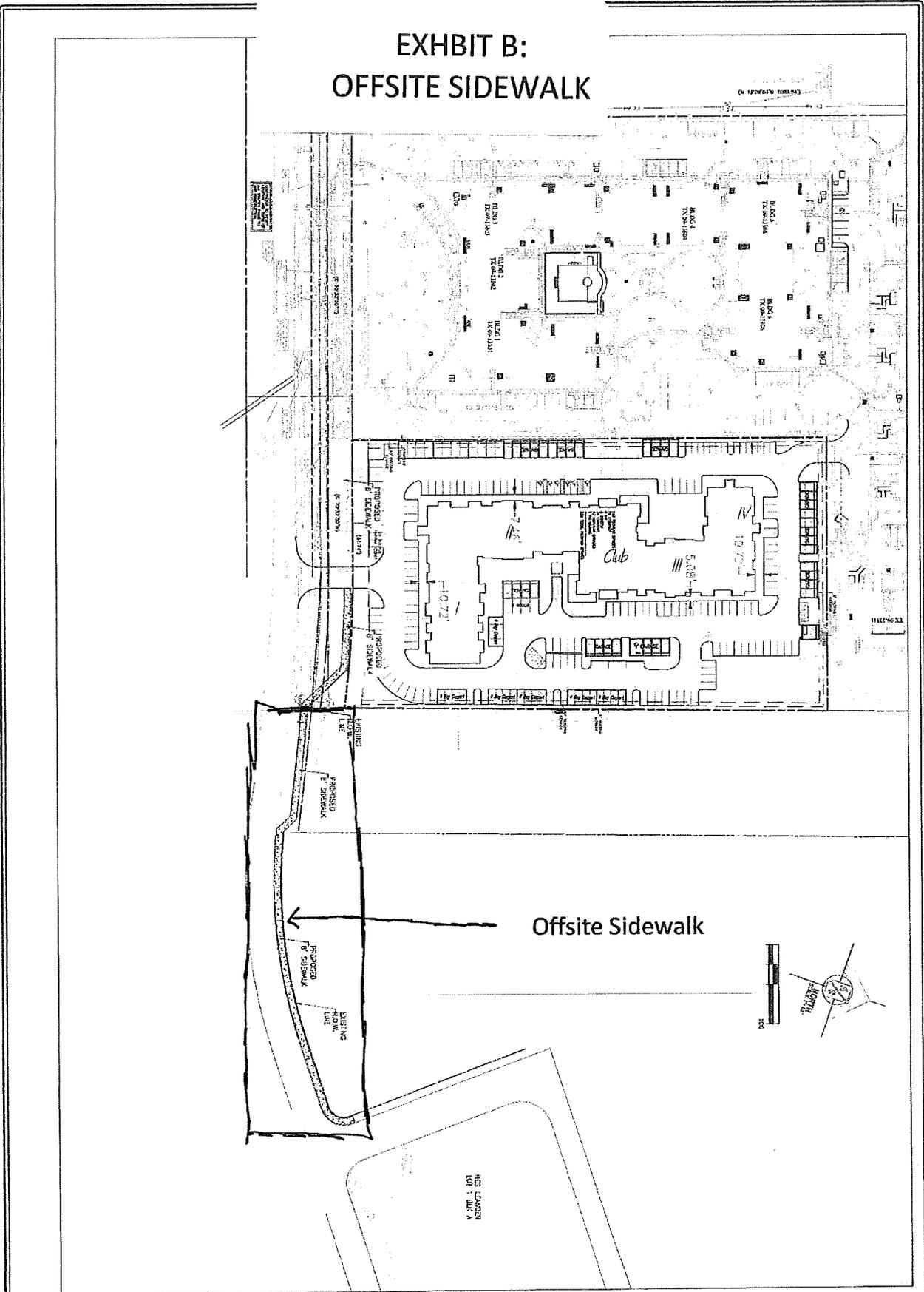


SLIDE 185



ALL POINTS SURVEYING
611 SOUTH CONGRESS AVENUE - SUITE 100
AUSTIN TX 78704
TEL: (512) 440-5971 - FAX: (512) 440-5199

EXHIBIT B: OFFSITE SIDEWALK



SITE CIVIL PLAN
AND
SIDEWALK
EXHIBIT
2

NO.	DESCRIPTION	DATE

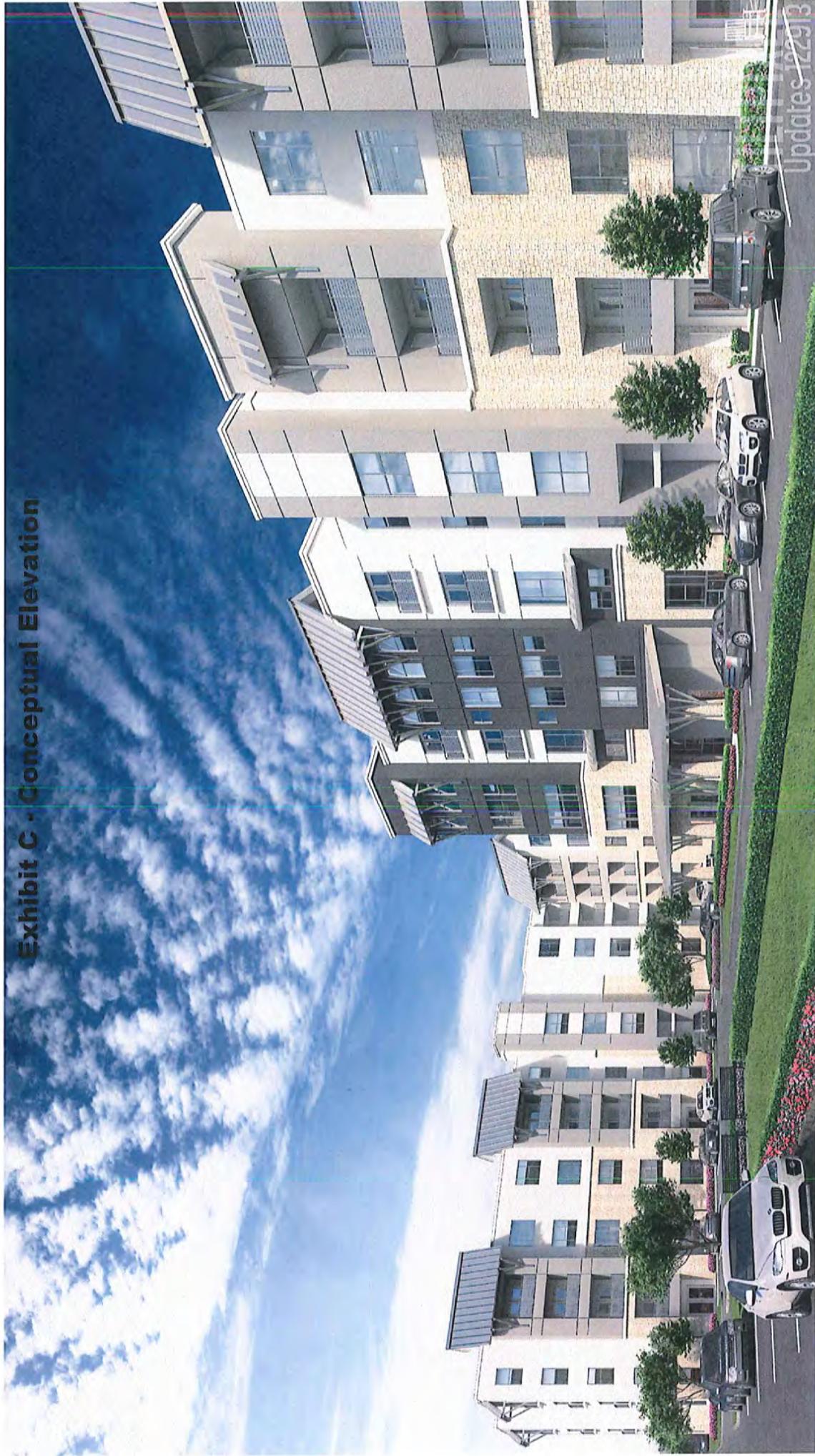
SKYE
OLD 2243 W
LEANDER, TEXAS 78641



**AUSTIN CIVIL
ENGINEERING, INC.**
STATE FORM # 1-001016
7700 BOYD LANE, SUITE 200A
AUSTIN, TEXAS 78758
PH: 512-336-4416
FAX: 512-336-1041

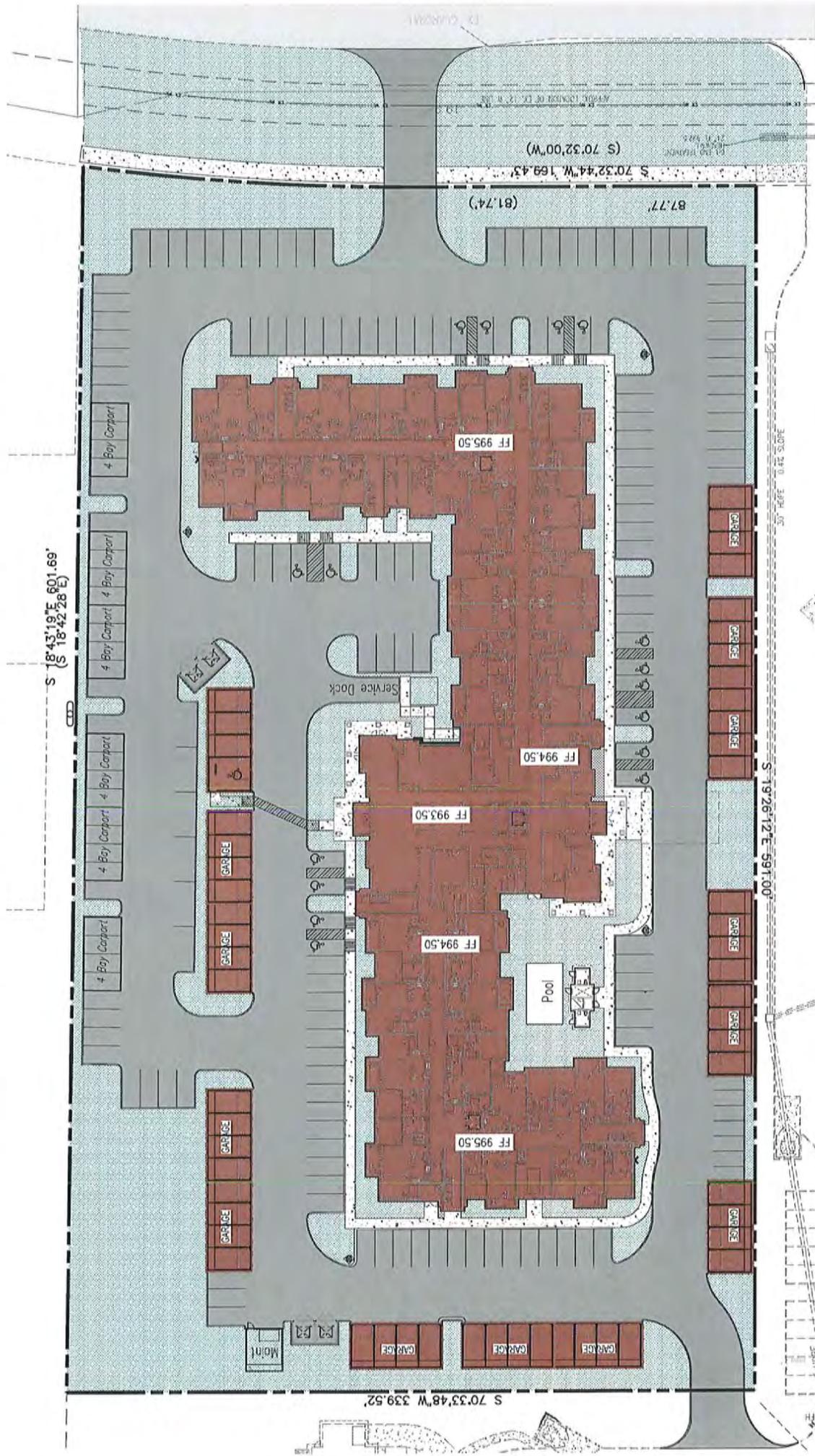


Exhibit C - Conceptual Elevation



Updates 122913

Exhibit D - Conceptual Site Plan





Executive Summary

February 20, 2014

Agenda Subject: A Resolution of The City Of Leander, Texas, accepting the petition for annexation of a parcel of land being 5.2 acres, more or less, located in Williamson County, Texas; setting an annexation schedule; providing for open meetings and other related matters.

Background: The resolution accepts the petition for voluntary annexation of the Spenn tract. The property is located off of Ronald Reagan Blvd. south of CR 264. The resolution sets the two public hearings for March 27, 2014 at a Special Called Meeting of the City Council and April 3, 2014. The first reading of the ordinance is scheduled for May 1, 2014 and the second and final reading is scheduled for May 15, 2014.

Origination: Applicant

Recommendation: Staff recommends approving the resolution

Attachments:

1. Resolution with exhibits
2. Annexation Schedule
3. Property Exhibit

Prepared by: Tom Yantis, AICP
Director of Development Services

2/13/2014

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF LEANDER, TEXAS, ACCEPTING THE PETITION FOR ANNEXATION OF A PARCEL OF LAND BEING 5.52, MORE OR LESS, ACRES OF LAND LOCATED IN WILLIAMSON COUNTY, TEXAS; SETTING AN ANNEXATION SCHEDULE; PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

WHEREAS, the owners of certain property located within Williamson County, Texas, have petitioned the City of Leander, Texas, (herein the "City"), a home-rule City, for annexation of said property, more particularly described herein (the "subject property"), into the City limits;

WHEREAS, the subject property is contiguous and adjacent to the corporate limits of the City and the owners have made application for annexation;

WHEREAS, after review and consideration of such petition for annexation, the City Council finds that the property is exempt from the City's annexation plan pursuant to § 43.052 (h)(2) of the *Local Government Code*; and,

WHEREAS, the petitioners have agreed and consented to the annexation of the subject property by the City and further agreed to be bound by all acts, ordinances, and all other legal action now in force and effect within the corporate limits of the City and all those which may be hereafter adopted;

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

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. Proceedings. The petition for annexation of the following property, including the abutting streets, roadways, and rights of way, not previously annexed into the City and the draft services plan shown in Exhibit "A", submitted by petitioners, is hereby accepted:

All that certain tract or parcel of land being 5.52 acres, more or less, located in Williamson County, Texas, being more particularly described in the instrument recorded under Document Number 2013103652, Official Public Records of Williamson County, Texas.

Two public hearings are set for the dates of March 27, 2014 and April 3, 2014. Notice of such hearings shall be posted and the hearings shall be open to the public to accept public comment on the annexation request.

Section 3. Severability. Should any section or part of this Resolution be held unconstitutional, illegal, or invalid, or the application to any person or circumstance thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this Resolution are declared to be severable.

Section 4. Open Meetings. It is hereby officially found and determined that the meeting at which this Resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't. Code.*

PASSED AND APPROVED this the 20th day of February, 2014.

ATTEST:

THE CITY OF LEANDER, TEXAS

Debbie Haile, City Secretary

Christopher Fielder, Mayor

EXHIBIT "A"

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

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

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

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

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

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

NOW, THEREFORE, the following services will be provided for the subject property on the effective date of annexation:

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

A. Police protection as follows:

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

B. Fire protection and Emergency Medical Services as follows:

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

C. Solid waste collection services as follows:

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

D. Animal control as follows:

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

E. Maintenance of parks and playgrounds within the City.

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

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

H. Land use regulation as follows:

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

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

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

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

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

New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a water well that is in use on the effective date of the annexation and is in compliance with applicable rules and regulations shall be permitted and such use may continue until the subject properties' owner requests and is able to connect to the City's water utility system.

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

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

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

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

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

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

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

(ii) The City will maintain existing public streets within the subject property, and following installation and acceptance of new roadways by the City as provided by city ordinance, including any required traffic signals, traffic signs, street markings, other traffic control devices and street lighting, the City will maintain such newly constructed public streets, roadways and rights-of-way within the boundaries of the subject property, as follows:

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

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

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

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

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

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

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

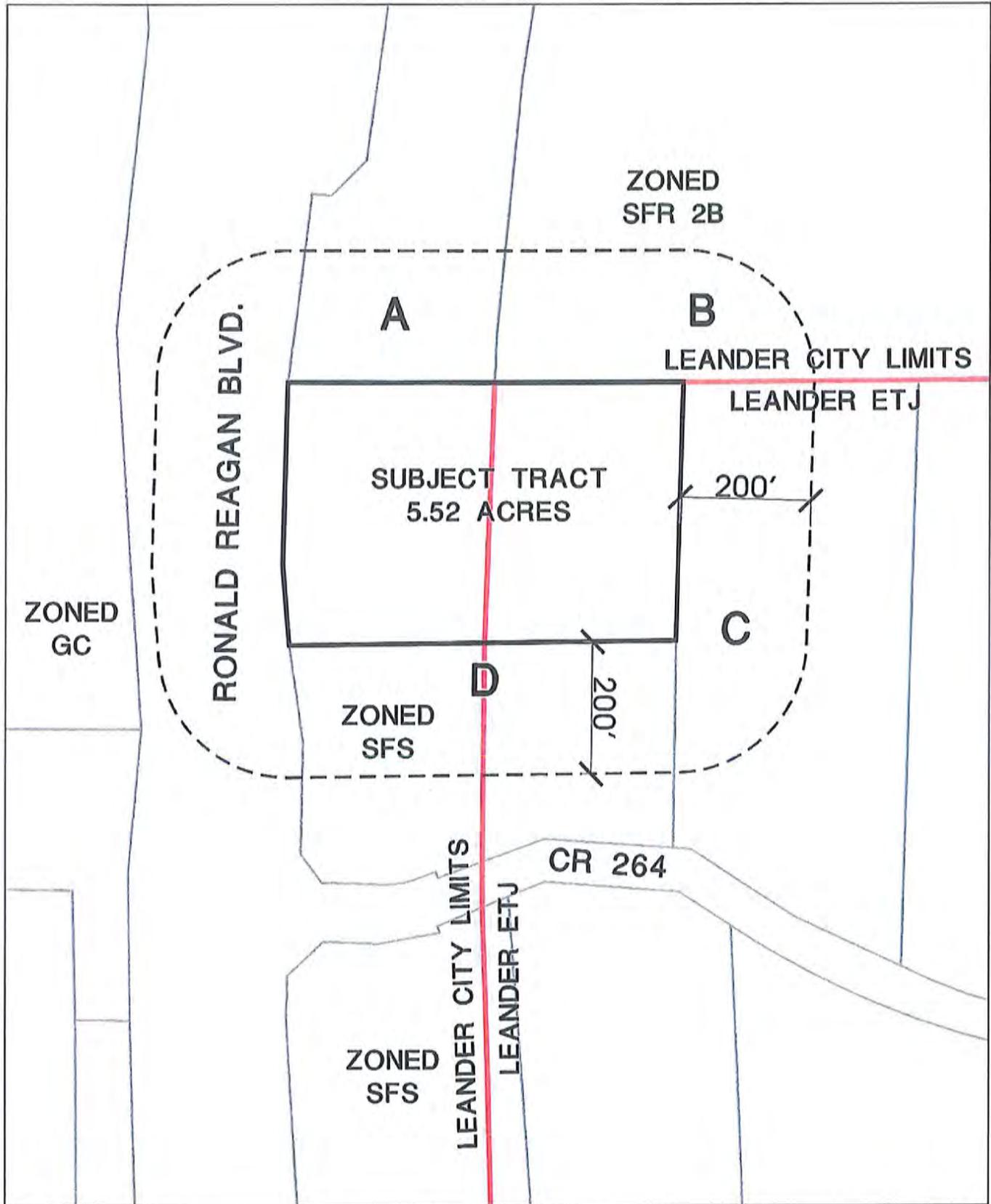
(5) **Property Description.** The legal description of the subject property is as set forth in the Annexation Ordinance and exhibits attached to the Annexation Ordinance to which this Service Plan is attached.

**SCHEDULE FOR VOLUNTARY ANNEXATION
SPENN TRACT +/- 2.701 ACRES**

DATE	ACTION/EVENT	LEGAL AUTHORITY
February 20, 2014	COUNCIL BY WRITTEN RESOLUTION Directs notification to land owners; and sets two (2) Public Hearings March 27, 2014 and April 3, 2014 ; Council directs development of service plan for area to be annexed.	Loc. Gov't Code, §§ 43.063 & 43.065; Public Hearings: are on or after the 40th day but before 20th day before institution of proceedings.
By February 24, 2014	NOTICE TO property owners & utility providers	Loc. Gov't Code § 43.062(a)
March 12, 2014** Publish notice of First Public Hearing and send school district notice	NEWSPAPER NOTICES RE: FIRST AND SECOND PUBLIC HEARINGS ; (If applicable, certified Notice to Railroad). POST NOTICE OF HEARINGS ON CITY'S WEBSITE AND MAINTAIN UNTIL HEARINGS COMPLETE ;	Not less than 10 days nor more than 20 days before 1st and 2nd public hearings. Loc. Gov't Code, §43.063 (c).
March 19, 2014** Publish notice of Second Public Hearings	SCHOOL DISTRICT NOTICE (notify each school district of possible impact w/in the period prescribed for publishing the notice of the First Public Hearing.)	Loc. Gov't Code § 43.905; send school district notice not less than 10 days nor more than 20 days before the First Public Hearing.
Ten days after the date the first notice of Public Hearing is published	LAST DAY FOR SUBMISSION OF WRITTEN PROTEST BY RESIDENTS (10 days after first newspaper notice)	Site hearing required if 10% of adult residents of tracts protest within 10 days after 1st newspaper notice. Loc. Gov't Code, § 43.063 (b)
March 27, 2014*	1st PUBLIC HEARING AND PRESENT SERVICE PLAN (Not more than 40 days before the 1st reading of ordinance) <i>SPECIAL CALLED MEETING</i>	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.063(a) & 43.065.
April 3, 2014*	2nd PUBLIC HEARING AND PRESENT SERVICE PLAN (At least 20 days before 1st reading of ordinance.) <i>REGULAR MEETING</i>	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.063(a) & 43.065.
Institution Date May 1, 2014*	FIRST READING OF ORDINANCE <i>REGULAR MEETING</i>	Date of institution of proceedings. Not less than 20 days from the second public hearing nor more than 40 days from the first public hearing.
May 15, 2014; Or at a special called meeting after the May 1st First Reading	SECOND-FINAL READING OF ORDINANCE <i>REGULAR MEETING</i>	Not more than 90 days after 1 st reading of Ordinance § 43.064.
Within 30 days of Second Reading	CITY SENDS COPY OF MAP showing boundary changes to County Voter Registrar in a format that is compatible with mapping format used by registrar	Elec. Code §42.0615
Within 60 days of Second Reading	CITY PROVIDES CERTIFIED COPY OF ORDINANCE AND MAPS TO: 1. County Clerk 2. County Appraisal District 3. County Tax Assessor Collector 4. 911 Addressing 5. Sheriff's Office 6. City Department Heads 7. State Comptroller 8. Franchise Holders	

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

**Newspaper notices to paper by 5p.m. the preceding Wednesday





Executive Summary

February 20, 2014

Agenda Subject: A resolution of the City of Leander, Texas, commencing the annexation of an area of land being 594 acres, more or less, and an area of land being 304.13 acres, more or less, including the abutting streets, roadways, and rights-of-way; being located in Travis and Williamson Counties, Texas and adjacent and contiguous to the city limits; and providing open meetings and other related matters.

Background: The resolution sets the two public hearings for March 27, 2014 at a Special Called Meeting of the City Council and April 3, 2014. The first reading of the ordinance is scheduled for May 1, 2014 and the second and final reading is scheduled for May 15, 2014. This is an involuntary annexation to provide for the orderly extension of the City's corporate limits and to provide land use controls along newly constructed roadways.

Origination: City of Leander

Recommendation: Staff recommends approval for the resolution.

Attachments:

1. Resolution with exhibits
2. Annexation Schedule

Prepared by: Tom Yantis, AICP
Director of Development Services

02/13/2014

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF LEANDER, TEXAS, COMMENCING THE ANNEXATION OF AN AREA OF LAND BEING 594 ACRES, MORE OR LESS, AND AN AREA OF LAND BEING 304.13 ACRES, MORE OR LESS, INCLUDING THE ABUTTING STREETS, ROADWAYS, AND RIGHTS-OF-WAY; BEING LOCATED IN TRAVIS AND WILLIAMSON COUNTIES, TEXAS AND ADJACENT AND CONTIGUOUS TO THE CITY LIMITS; AND PROVIDING OPEN MEETINGS AND OTHER RELATED MATTERS.

WHEREAS, the City of Leander, Texas, (herein the "City") is a Texas home-rule city authorized to annex the properties more particularly described herein (the "subject properties") that are contiguous and adjacent to the corporate limits of the City;

WHEREAS, the subject properties are contiguous and adjacent to the corporate limits of the City and are within the extraterritorial jurisdiction of the City;

WHEREAS, the subject properties are contiguous on at least two sides with the boundaries of the city limits or are completely surrounded by the current boundaries of the city, as more particularly shown in the exhibits attached hereto;

WHEREAS, the City, pursuant to §43.021, *Tex. Loc. Gov't. Code*, and the City Charter, is authorized to annex the subject properties; and

WHEREAS, after review and consideration of the subject properties, the City Council finds that the subject properties are exempt from the City's annexation plan pursuant to §43.052 (h)(1) of the *Tex. Loc. Gov't. Code*;

NOW, THEREFORE, BE IT RESOLVED 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. Proceedings. The annexations of all portions of the following-described subject properties and the abutting streets, roadways and rights-of-way, are hereby commenced:

- (1) **North Lakeline Boulevard Area.** All that certain area of land containing 594 acres, more or less, located in both Travis County, Texas and Williamson County, Texas, being more particularly described and shown in Exhibit "A" attached hereto.
- (2) **Ridgmar Landing Area.** All that certain area of land containing 304.13 acres, more or less, located in Williamson County, Texas, being more particularly described and shown in Exhibit "A" attached hereto.

Two public hearings are set for the dates of March 27, 2014 and April 3, 2014. Notice of such hearings shall be published in accordance with Chapter 43, Texas Local Government Code, and the hearings shall be open to the public to accept public comment on the annexation request. Notice of the proposed annexation shall be mailed to service providers and to property owners within the subject properties. The City shall offer to make a development agreement with certain subject property owners in accordance with section 43.035 of the Texas Local Government Code. The draft service plan proposed to be applicable for the subject properties is attached as Exhibit "B".

Section 3. Severability. Should any section or part of this Resolution be held unconstitutional, illegal, or invalid, or the application to any person or circumstance thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this Resolution are declared to be severable.

Section 4. Open Meetings. It is hereby officially found and determined that the meeting at which this Resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't. Code.*

PASSED AND APPROVED this the ____ day of _____, 2014.

ATTEST:

CITY OF LEANDER, TEXAS

Debbie Haile, City Secretary

Christopher Fielder, Mayor

EXHIBIT "A"

EXHIBIT "B"

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

WHEREAS, the City of Leander, Texas (the "City") instituted and completed annexation proceedings for tracts of land described more fully hereinafter (referred to herein as the "subject properties");

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

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

WHEREAS, the subject properties will be provided municipal services on the same terms and conditions as other similarly situated properties currently within the City limits and capital improvements necessary to offer such municipal services on the same terms and conditions as other similarly situated properties within the City and in accordance with City policies, regulations, and ordinances; and

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

NOW, THEREFORE, the following services shall be provided to the subject properties on the effective date of annexation:

(1) **General Municipal Services.** The subject properties are located within the City's extraterritorial jurisdiction and are more particularly described in the Ordinance to which this service plan is attached. Pursuant to this Plan, the following services shall be provided immediately from the effective date of the annexation:

A. Police protection as follows:

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

B. Fire protection and Emergency Medical Services as follows:

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

C. Solid waste collection services as follows:

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

D. Animal control as follows:

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

E. Maintenance of parks and playgrounds within the City.

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

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

H. Land use regulation as follows:

On the effective date of annexation, the regulatory jurisdiction of the City shall be extended to include the annexed area, and all property therein shall be subject to the City's police power regulations as set forth in duly adopted ordinances; provided that the use of all property therein shall be grandfathered to the extent provided by state law. The subject properties shall be temporarily zoned "SFR-1-B" with the intent to rezone the subject properties upon request of the landowner or staff. The Planning & Zoning Commission and the City Council will consider rezoning the subject properties at future times in response to requests submitted by the landowners or authorized city staff.

(2) **Scheduled Municipal Services.** Depending on the plans for development or redevelopment of the subject properties, the following municipal services will be provided on a schedule and at increasing levels of service as requested in compliance with applicable City ordinances, rules and regulations for providing such services:

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

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

(ii) In accordance with the applicable rules and regulations for the provision of water service, water service will be provided to the subjects properties, or applicable portions thereof, by the utility holding a water certificate of convenience and necessity ("CCN") for the subject properties, or portions thereof as applicable, or absent a water CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. If connected to the City's water utility system, the subject properties' owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the subject properties as required in City ordinances. Upon acceptance of the water lines within the subject properties and any off-site improvements, water service will be provided

by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City; subject to all the ordinances, regulations and policies of the City in effect from time to time. The system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a water well that is in use on the effective date of the annexation and is in compliance with applicable rules and regulations shall be permitted and such use may continue until the subject properties' owner requests and is able to connect to the City's water utility system.

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

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

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

C. Maintenance, as appropriate, of existing public streets and rights-of-way that are within the maintenance jurisdiction of the City and other streets that are hereafter constructed and finally accepted by the City within the maintenance jurisdiction of the City as follows:

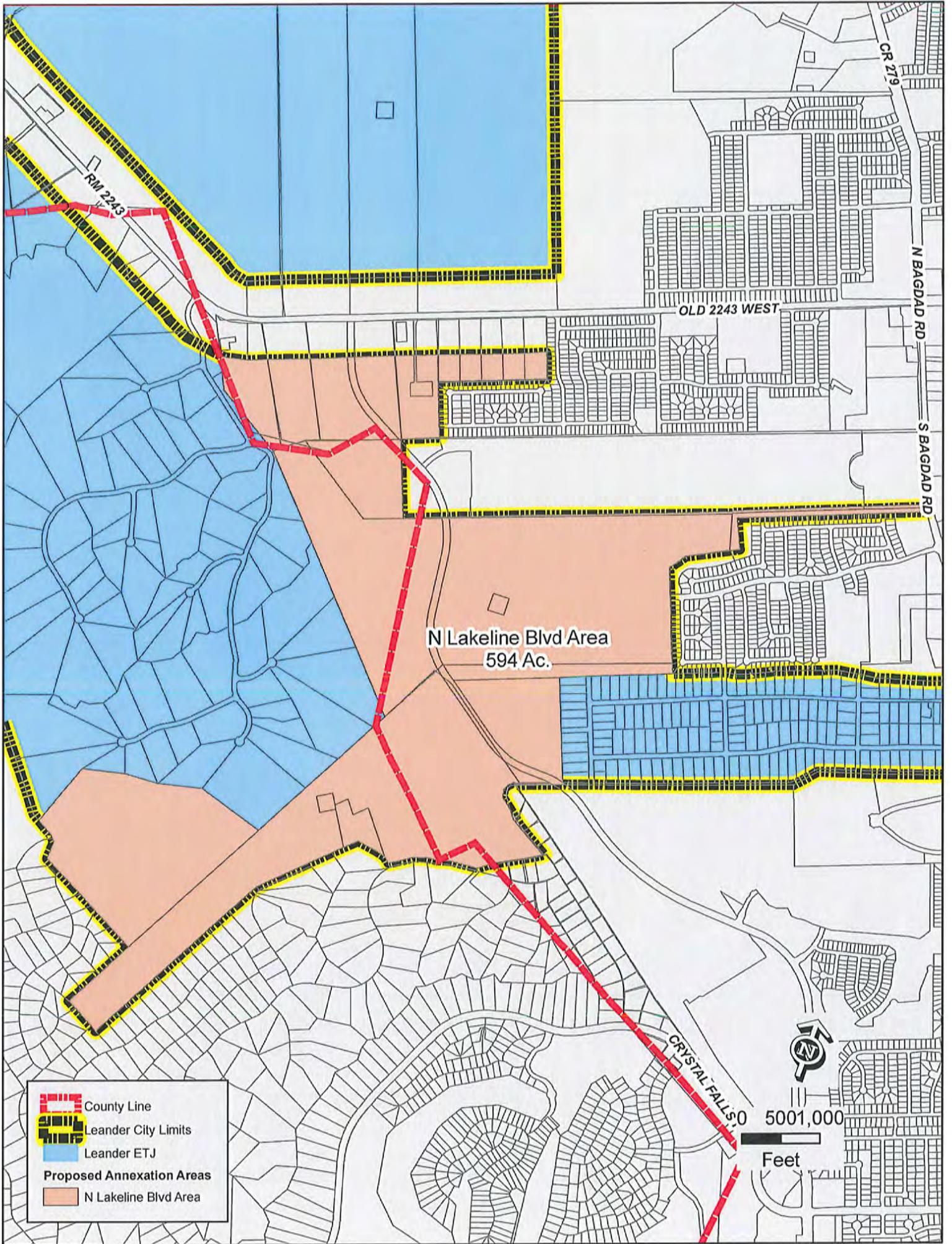
(i) Emergency maintenance of streets, repair of hazardous potholes, measures necessary for traffic flow, etc.;

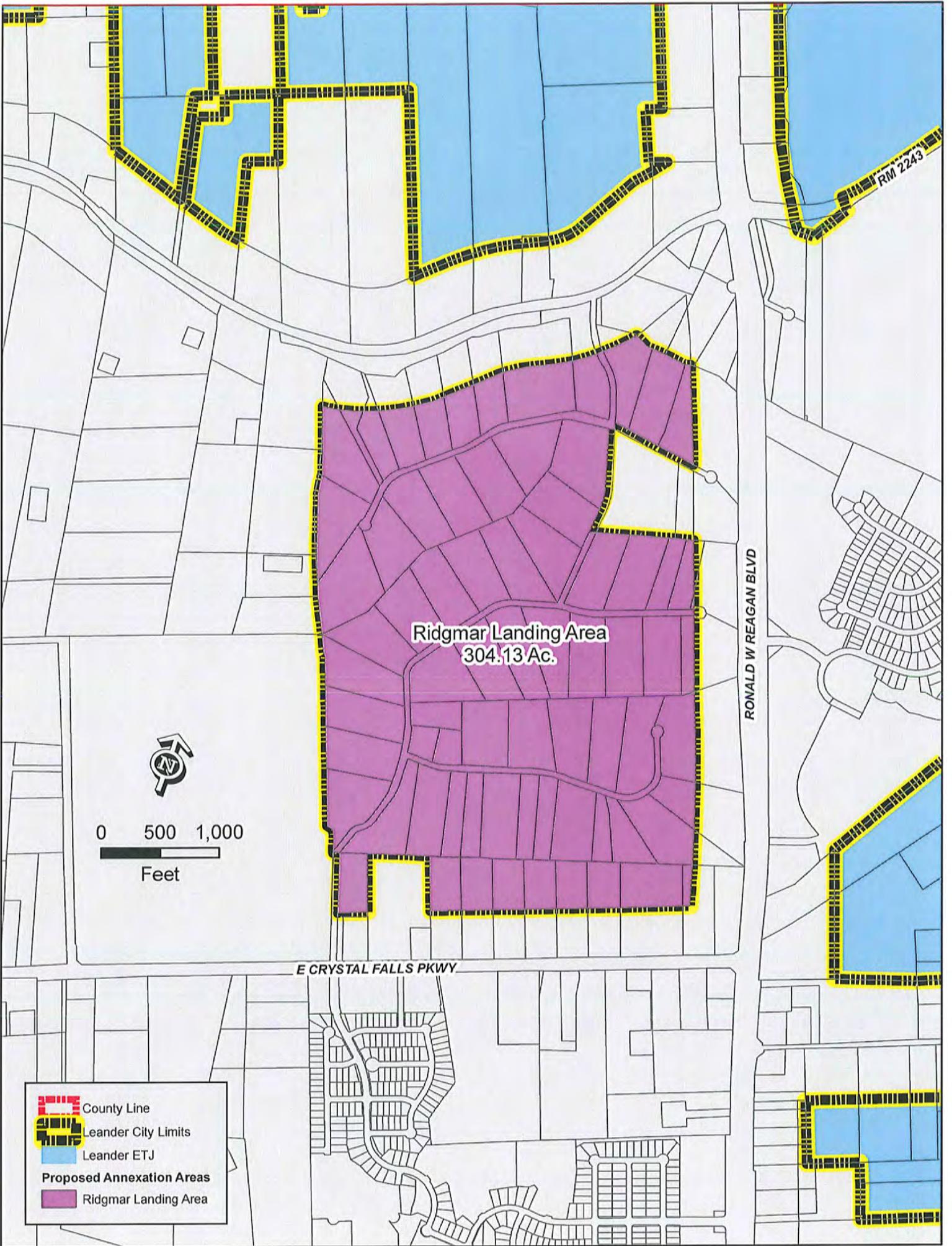
- (ii) Routine maintenance as presently performed by the City;
- (iii) Reconstruction and resurfacing of streets, installation of drainage facilities, construction of curbs, gutters and other such major improvements as the need therefore is determined by the governing body under City policies;
- (iv) Installation and maintenance of traffic signals, traffic signs, street markings and other traffic control devices as the need therefore is established by appropriate study and traffic standards; and
- (v) Installation and maintenance of street lighting in accordance with established policies of the City.

(3) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the effective date of the annexation: Water and wastewater facilities that are identified in the Capital Improvement Plan, as and when funded pursuant to such Plan. Upon development of the subject properties or redevelopment, the landowners will be responsible for the development costs the same as a developer in a similarly situated area under the ordinances in effect at the time of development or redevelopment. No additional capital improvements are necessary at this time to service the subject properties the same as similarly situated properties.

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

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





Ridgmar Landing Area
304.13 Ac.

RONALD W REAGAN BLVD

E CRYSTAL FALLS PKWY

RM 2243



- County Line
- Leander City Limits
- Leander ETJ
- Proposed Annexation Areas
 - Ridgmar Landing Area

CITY OF LEANDER, TEXAS
SCHEDULE FOR INVOLUNTARY ANNEXATIONS
RIDGEMAR LANDING +/- 304.13 ACRES & N. LAKELINE BOULEVARD +/- 594

DATE	ACTION/EVENT	LEGAL AUTHORITY
February 20, 2014	COUNCIL BY WRITTEN RESOLUTION Directs notification to land owners; and sets two (2) Public Hearings March 27, 2014 and April 3, 2014 ; Council directs development of service plan for area to be annexed.	Loc. Gov't Code, §§ 43.063 & 43.065; Public Hearings: are on or after the 40th day but before 20th day before institution of proceedings.
By February 24, 2014	NOTICE TO property owners & utility providers	Loc. Gov't Code § 43.062(a)
March 12, 2014** Publish notice of First Public Hearing and send school district notice	NEWSPAPER NOTICES RE: FIRST AND SECOND PUBLIC HEARINGS ; (If applicable, certified Notice to Railroad). POST NOTICE OF HEARINGS ON CITY'S WEBSITE AND MAINTAIN UNTIL HEARINGS COMPLETE ;	Not less than 10 days nor more than 20 days before 1st and 2nd public hearings. Loc. Gov't Code, §43.063 (c).
March 19, 2014** Publish notice of Second Public Hearings	SCHOOL DISTRICT NOTICE (notify each school district of possible impact w/in the period prescribed for publishing the notice of the First Public Hearing.)	Loc. Gov't Code § 43.905; send school district notice not less than 10 days nor more than 20 days before the First Public Hearing.
Ten days after the date the first notice of Public Hearing is published	LAST DAY FOR SUBMISSION OF WRITTEN PROTEST BY RESIDENTS (10 days after first newspaper notice)	Site hearing required if 10% of adult residents of tracts protest within 10 days after 1st newspaper notice. Loc. Gov't Code, § 43.063 (b)
March 27, 2014*	1st PUBLIC HEARING AND PRESENT SERVICE PLAN (Not more than 40 days before the 1st reading of ordinance) <i>SPECIAL CALLED MEETING</i>	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.063(a) & 43.065.
April 3, 2014*	2nd PUBLIC HEARING AND PRESENT SERVICE PLAN (At least 20 days before 1st reading of ordinance.) <i>REGULAR MEETING</i>	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.063(a) & 43.065.
Institution Date May 1, 2014*	FIRST READING OF ORDINANCE <i>REGULAR MEETING</i>	Date of institution of proceedings. Not less than 20 days from the second public hearing nor more than 40 days from the first public hearing.
May 15, 2014; Or at a special called meeting after the May 1st First Reading	SECOND-FINAL READING OF ORDINANCE <i>REGULAR MEETING</i>	Not more than 90 days after 1 st reading of Ordinance § 43.064.
Within 30 days of Second Reading	CITY SENDS COPY OF MAP showing boundary changes to County Voter Registrar in a format that is compatible with mapping format used by registrar	Elec. Code §42.0615
Within 60 days of Second Reading	CITY PROVIDES CERTIFIED COPY OF ORDINANCE AND MAPS TO: <ol style="list-style-type: none"> 1. County Clerk 2. County Appraisal District 3. County Tax Assessor Collector 4. 911 Addressing 5. Sheriff's Office 6. City Department Heads 7. State Comptroller 8. Franchise Holders 	

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

**Newspaper notices to paper by 5p.m. the preceding Wednesday



**Executive Summary
February 06, 2014**

- Agenda Subject:** An ordinance of the City of Leander, Texas, waiving the application of the subdivision ordinance to a subdivision of land; and providing for related matters.
- Background:** The applicant is requesting a waiver from Article I, Section 6 (a)(1) of the Subdivision Ordinance regarding the platting requirement for the division of land into two or more parcels, any part of which contain less than five acres when divided. The applicant is proposing to purchase a strip of land which is currently part of a larger tract and incorporate the portion purchased into the Carneros Ranch subdivision plat. The applicant is proposing to purchase the property and then submit final plats for Carneros Ranch Sections 1 and 2 that include the purchased property.
- Origination:** Applicant: James M. Cook, P.E. on behalf of MHI Central Texas, LLC.
- Financial Consideration:** None
- Recommendation:** Staff recommends approval of the ordinance granting the waiver to the Subdivision Ordinance.
- Attachments:**
1. Ordinance with exhibits
 2. Letter requesting waiver
- Prepared By:** Tom Yantis, AICP
Development Services Director
- 2/12/2014

ORDINANCE _____

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, WAIVING THE APPLICATION OF THE SUBDIVISION ORDINANCE TO A SUBDIVISION OF LAND; AND PROVIDING FOR RELATED MATTERS.

Whereas, the City Council of the City of Leander, Texas (the “City”), regulates platting and subdivision of land in the city limits and the extraterritorial jurisdiction;

Whereas, the City’s subdivision regulations apply to divisions of land into two or more tracts when any part of such land will contain less than five (5) acres in area when subdivided;

Whereas, MHI Central Texas, LLC, the developer of the Carneros Ranch subdivision (the “Developer”) proposes to purchase a 3.619 acre tract of land, out of a larger an approximately 151 acre tract of land, located in Williamson County, Texas, being more particularly described in Volume 298 Page 521, of the Official Public Records of Williamson County, Texas (the “Parent Tract”), generally shown in Exhibit A (the “Land”), which conveyance will constitute a subdivision of land subject to the City’s subdivision regulations;

Whereas, the developer intends to add the Land to the Carneros Ranch subdivision, and subdivide the land as generally shown on Exhibit A;

Whereas, the developer requested a waiver of the requirement that a plat be prepared and approved by the City prior to conveyance of the Land;

Whereas, the Land, through development of the Carneros Ranch subdivision, and the Parent Tract will have access to public rights-of-way after conveyance of the Land; and

Whereas, the purpose and intent of the subdivision regulations, which is to ensure orderly, planned, economical, and efficient development of land will be served by granting this waiver;

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. Waiver Granted. The City Council waives the application of Exhibit A, Article 10.02 of the Code of Ordinances (the “Subdivision Ordinance”) to the conveyance of the Land from the owner of the Land as of the Effective Date of this Ordinance to the Developer; provided that Developer signs and records a restrictive covenant in the property records that prohibits conveyance of the Land until a final plat for Carneros Ranch, Section 2, which includes the Land, is approved and recorded.

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

Section 4. 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 20th day of February, 2014.

ATTEST:

THE CITY OF LEANDER, TEXAS

Debbie Haile, City Secretary

Christopher Fielder, Mayor



Plans
Permits
Construction

CSF Civil Group, LLC
3636 Executive Center Drive, Suite 209
Austin, Texas 78731
(512) 614-4466

February 10, 2014

Mr. Tom Yantis
Director of Development Services
City of Leander
P.O. Box 319
Austin, Texas 78646

Re: Carneros Ranch Subdivision
Waiver from Subdivision Ordinance Requirements

Dear Mr. Yantis:

Our Client MHI Central Texas, LLC is under contract to purchase a 3.62 acre portion of a tract currently owned by Nancy Gilpin. The purchase tract is delineated by the hatched area shown on the attached Exhibit. We have been informed by the City that this acquisition will require a Waiver to the Subdivision Ordinance from Article I, Section 6(a)(1). Hence, we are hereby requesting the granting of this waiver, subject to the acquisition of the property, which will allow our Client to plat the 3.62 acre property into the Carneros Ranch Subdivision.

The original purpose of the purchase was to acquire the right-of-way necessary to make the connection of the existing street of Frio Lane in the Vista Ridge subdivision with the same proposed street in the Carneros Ranch Subdivision. Currently Frio Lane is separated by the 100'+/- strip of property owned by the Gilpins. However the current owner would only sell the right-of-way if the purchaser also acquired the strip adjacent to the single family subdivision. In the interest of making that connection our Client agreed to the acquisition of the additional acreage.

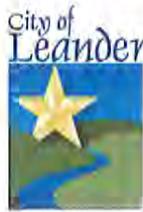
We believe that granting this waiver benefits the community in two ways, 1) The construction of the Frio Lane street connection will provide a vital secondary fire and emergency access to the Carneros Ranch subdivision as well looping the water supply, and, 2) By including the remaining area into the Carneros Ranch Plats the undeveloped strip between the existing Vista Ridge and Carneros Ranch subdivision will be "cleaned-up".

The remaining portions of the Nancy Gilpin Tract will not be adversely impacted. The eastern 1.56 acre remainder has direct access to Bagdad Road including access to water and wastewater utilities. The City also has the authority to require future platting of this lot with any potential development of the tract. The western 140 acres has access to Lakeline Blvd. as well as the streets in the existing adjoining subdivisions.

In summary we believe that your support of the granting of this waiver request is in the best interest of the City.

Sincerely,

James M. Cook, P.E.
CSF Civil Group, LLC



Executive Summary

February 20, 2014

Council Agenda Subject: Consideration of Standard Professional Services Agreement and Task Order HWL-1 with H. W. Lochner, Inc., for professional services for Bagdad Road North Improvements.

Background: Task Order HWL-1 will provide for professional services for the design, advertising, bidding, and construction services for Bagdad Road North Improvements extending from 500 feet north of Old 2243 West to CR-280. The improvements will consist of widening the current two lane section to a five lane section with curb, gutter, and sidewalks. Compensation for this work is a combination of a lump sum amount of \$161,527.00 and time and materials not to exceed \$100,055.00, for a combined total of \$261,582.00 as detailed in the attached scope of services with supporting documents, which will be reformulated into Task Order HWL-1. The City's Standard Professional Services Agreement is also attached and will be required as this is the initial contract with H. W. Lochner, Inc.

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

Financial Consideration: \$261,582 from General Purpose CIP Fund, GL#40-04-8028

Recommendation: Staff requests authorization of the City Manager to negotiate and execute Task Order HWL-1 and the Standard Professional Services Agreement.

Attachments: Scope of Services with supporting documents and Standard Professional Services Agreement

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

LOCHNER

H.W. Lochner, Inc.
810 Hester's Crossing
Suite 225
Round Rock, TX 78681

December 10, 2013

T 512.828.0076
F 512.828.0077

Mr. Wayne Watts, P.E.
City Engineer
City of Leander
200 West Willis
Leander, Texas 78646

hwlochner.com

Re: Bagdad Road Redesign Scope and Fee

Dear Mr. Watts:

Please accept this letter proposal with Attachments A, B & C to this letter. The services outlined in this agreement are for the redesign and development of construction plans for the Bagdad Road project from ~500' North of Old FM2243 to CR 280. Additionally, the services include bid phase services, construction administration, design surveying, right of way platting/mapping, utility coordination, and environmental services. The final task breakout is as below:

Task 1 - Preliminary Engineering Phase ~ Task shall be a lump sum fee of \$69,730.

- 30% and 65% milestone submittals

Task 2 - Final Engineering Phase ~ Task shall be a lump sum fee of \$91,797.

- 90% & 100% milestone submittals

Tasks 3-8 - Additional Services Fees ~ Tasks shall be an hourly, not to exceed fees listed below.

3	Bid Phase Services	-	\$ 9,180	
4	Construction Administration	-	\$ 36,720	
5	Design Surveying	-	\$ 17,499	
6	ROW Platting/Mapping	-	\$ 42,022	OUT
7	Utility Coordination	-	\$ 26,656	
8	Environmental Permitting Services	-	\$ 26,200 - \$10,000	
				\$100,055.00

If you have any questions or require additional information, please contact our office.

Sincerely,
Lochner



Adam K. Fisher, PE
Project Manager

Enclosure

ATTACHMENT A

SERVICES TO BE PROVIDED BY THE ENGINEER

1. Preliminary Design Phase (Lump Sum)

30% Milestone

- Attend pre-work (kick-off) conference with the city to review old plans.
- Collect all available information from the city.
- Field recon. and field inventory photos.
- Adjust preliminary plans and present desired new alignment.
- Adjust preliminary drainage area map and runoff calculations for entire project.
- Adjust preliminary hydraulic calculations for RC Box and cross culverts.
- Prepare preliminary cross sections for entire project.
- Update and adjust preliminary Title Sheet.
- Prepare opinion of probable costs.
- QA/QC.
- Present concept 30% complete submittal (2 sets) (1 Meeting with City of Leander).

65% Milestone

- Review/incorporate 30% complete review comments.
- Advance Design - CADD and engineering design (including plan/profile sheets).
- Incorporate survey data - adjust file.
- Prepare opinion of probable costs.
- Field check preliminary plans.
- Update preliminary drainage plans.
- Update preliminary typical sections.
- Present preliminary 65% complete submittal (2 sets) (1 Meeting with City of Leander).

2. Final Design Phase ~ Plan Set Development (Lump Sum Engineering Fee)

90% Milestone

- Review/incorporate 65% complete review comments.
- Final CAD and Drainage Design (including plan/profile sheets, drainage area maps, storm drainage plan profiles, culvert layouts, hydraulic computations, signing and striping, intersection details & SW3P).
- Advance preparation of cross sections.
- Finalize Typical Section.
- Prepare opinion of probable cost.
- QA/QC.
- Present 90% complete submittal (2 sets) (1 Meeting with City of Leander).

100% Milestone

- Review/incorporate 90% complete review comments.
- Final Design CADD and Engineering Design (including plan/profile sheets, drainage area maps, storm drainage plan profiles, culvert layouts, hydraulic computations, signing and striping, intersection details, SW3P, construction details and standards).
- Finalize preparation of cross sections.
- Prepare specifications with bid proposal.
- Prepare opinion of probable cost.
- Field check final plans.
- QA/QC.
- Present 100% complete submittal (2 sets) (1 Meeting with City of Leander).

Final Submittal

- Review/incorporate 100% complete review comments.
- Prepare final version of specifications.
- Present 100% complete submittal (2 sets)

Additional Services ~ (Hourly, Not to Exceed Fee)

Scope of services for these tasks are listed in Attachment B.

- 3 Bid Phase Services**
- 4 Construction Administration**
- 5 Design Surveying**
- 6 Right Surveying, Parcel, Plat and Deed Preparation**
- 7 Utility Coordination**
- 8 Environmental Permitting Services**

FEE & LABOR SCHEDULE
City of Leander, Texas
Bagdad Road

SUMMARY OF BASIC SERVICES	
SECTION #1 - Preliminary Design Phase	\$ 69,730
SECTION #2 - Design Phase	\$ 91,797
SUBTOTAL OF BASIC SERVICES \$ 161,527	
SUMMARY OF ADDITIONAL SERVICES	
SECTION #3 - Bid Phase Services	\$ 9,180
SECTION #4 - Construction Administration Phase <i>1 Bi-weekly meetings added</i>	\$ 36,720
SECTION #5 - Design Surveying	\$ 17,499
SECTION #6 - ROW Surveying, Parcel, Plat and Deed Preparation	\$ 42,022
SECTION #7 - Utility Coordination	\$ 26,656
SECTION #8 - Environmental Services	\$ 26,200
SUBTOTAL ADDITIONAL SERVICES \$ 158,277	
TOTAL PROFESSIONAL ENGINEERING SERVICES \$ 319,804	

FEE & LABOR SCHEDULE
City of Leander, Texas
Bagdad Road

Section 1 - BASIC SERVICES (Concept and Preliminary Engineering Phase)								
	Principal	PM	Proj. Eng.	EIT	Tech	Admin.	Total Hrs.	Total Cost
Pre-work conference		2					2	\$ 340
Collect available information from City		2		4			6	\$ 700
Field recon./inventory and provide photos of potential design concerns		4	4	4			12	\$ 1,600
Prepare preliminary plans/design alternatives for new alignment		8	24	50			82	\$ 9,220
Adjust preliminary drainage area map and runoff calculations for entire project		4	10	50	10		74	\$ 7,580
Adjust preliminary hydraulic calculations for RC Box and cross culverts		4	10	40			54	\$ 5,680
Prepare preliminary cross sections for entire project.		2	10	50			62	\$ 6,240
Update and adjust preliminary Title Sheet			1		4		5	\$ 540
Prepare opinion of probable costs		4	8	12			24	\$ 2,880
QA/QC	2	4	4	8	8		26	\$ 3,140
Present concept 30% complete submittal (2 sets)		3		3			6	\$ 780
Review/incorporate 30% complete review comments		4	6	8	12		30	\$ 3,440
Advance Design - CADD and engineering design	2	10	20	40	40		112	\$ 12,480
Incorporate survey data - adjust file settings		1	10				11	\$ 1,570
Prepare opinion of probable costs		2	4	6			12	\$ 1,440
Field check preliminary plans		4		4			8	\$ 1,040
Update preliminary drainage plans		2	10	20	24		56	\$ 5,940
Update preliminary typical sections		1	4	8	16		29	\$ 3,050
Present preliminary 65% complete submittal (2 sets)		3		3			6	\$ 780
Meetings with City (Assume 2 meetings)		6		3			9	\$ 1,290
Subtotal Estimated Labor (Hrs.)	4	70	125	313	114	0	626	
Hourly Salary Cost (Including O/H and Profit)	\$190	\$170	\$140	\$90	\$100	\$60		
SUBTOTAL SALARY COSTS	\$ 760	\$ 11,900	\$ 17,500	\$ 28,170	\$ 11,400	\$ -		\$ 69,730
SUBTOTAL PRELIMINARY ENGINEERING PHASE SERVICES								\$ 69,730
Section 2 - BASIC SERVICES (Final Engineering Phase)								
	Principal	PM	Proj. Eng.	EIT	Tech	Admin.	Total Hrs.	Total Cost
Review/incorporate 65% complete review comments		4	6	8	12		30	\$ 3,440
Final CAD and Drainage Design <i>Engineering Design</i>		10	20	40	60		130	\$ 14,100
Advance preparation of cross sections		4	16	80			100	\$ 10,120
Finalize Typical Section		2	2	10			14	\$ 1,520
Prepare opinion of probable cost		2	4	6			12	\$ 1,440
QA/QC	2	8	8				18	\$ 2,860
Present 90% complete submittal (2 sets)		3					3	\$ 510
Final Design - CADD and engineering		12	24	40	54		130	\$ 14,400
Finalize cross sections		2	8	12	32		54	\$ 5,740
Prepare specifications with bld proposal		2	12	32			46	\$ 4,900
Prepare opinion of probable costs		2	4	6			12	\$ 1,440
Field check final plans		4	4				8	\$ 1,240
QA/QC	2	8	8	20			38	\$ 4,660
Present 100% complete submittal (2 sets)		3					3	\$ 510
Review/incorporate 100% complete review comments		4	16	16	16		52	\$ 5,960
Prepare final version of specifications		2	8	12	12	4	38	\$ 3,980
Present 100% complete submittal (2 sets)		4					4	\$ 680
Meetings (Assume 2 meetings)		6	3	3			12	\$ 1,710
Direct Costs including printing, plotting, copies, CD's, scanning, etc. (10 sets review; 4 executed specs; 8 sets construction; 1 set Mylars)								\$ 7,707
Subtotal Estimated Labor (Hrs.)	4	86	151	297	208	4	748	
Hourly Salary Cost (Including O/H and Profit)	\$190	\$170	\$140	\$90	\$100	\$60		
SUBTOTAL SALARY COSTS	\$ 760	\$ 14,620	\$ 21,140	\$ 26,730	\$ 20,600	\$ 240		\$ 91,797
SUBTOTAL DESIGN PHASE SERVICES								\$ 91,797

FEE & LABOR SCHEDULE
City of Leander, Texas
Bagdad Road

Section 3 - ADDITIONAL SERVICES (Bid Phase Services)								
	Principal	PM	Proj. Eng.	EIT	Tech	Admin.	Total Hrs.	Total Cost
Coordinate final printing of Contract Documents		2	2	6	8	4	22	\$ 2,200
Coordinate distribution of plans to contractors and plan rooms			2	6		4	12	\$ 1,060
Attend/conduct with the City Pre-Bid Conference		6					6	\$ 1,020
Tabulate Bids, analyze bids, make recommendation to the City		2	4	4			10	\$ 1,260
Assist in preparing executeable contract documents (4 sets)		2	4	8		4	18	\$ 1,860
Furnish plans and specifications for Contractor & City (8 sets)		2	4	4	4	2	16	\$ 1,780
Subtotal Estimated Labor (Hrs.)	0	14	16	28	12	14	84	
Hourly Salary Cost (Including O/H and Profit)	\$190	\$170	\$140	\$90	\$100	\$60		
SUBTOTAL SALARY COSTS	\$ -	\$ 2,380	\$ 2,240	\$ 2,520	\$ 1,200	\$ 840		\$ 9,180
SUBTOTAL ADVERTISING & RECEIVING BIDS PHASE SERVICES								\$ 9,180

Section 4 - ADDITIONAL SERVICES (Construction Administration Phase)								
	Principal	PM	Proj. Eng.	EIT	Tech	Admin.	Total Hrs.	Total Cost
Review construction procedures at the site		8	12	20			40	\$ 4,840
Attend/conduct with the City Pre-Construction Conference		6	6				12	\$ 1,860
Consult and advise with the City during construction		40	40				80	\$ 12,400
Review shop and working drawings furnished by Contractor		2	12	40			54	\$ 5,620
Conduct a final review with City and Contractor		6	6				12	\$ 1,860
Provide Record Drawings based on one set of mark-ups from the City/Contractor		2	8	80			90	\$ 8,660
Submit drawings on CD in CADD format to City		2			4		6	\$ 740
Submit drawings on CD in .tif format to City		2			4		6	\$ 740
Subtotal Estimated Labor (Hrs.)	0	68	84	140	8	0	300	
Hourly Salary Cost (Including O/H and Profit)	\$190	\$170	\$140	\$90	\$100	\$60		
SUBTOTAL SALARY COSTS	\$ -	\$ 11,580	\$ 11,760	\$ 12,600	\$ 800	\$ -		\$ 36,720
SUBTOTAL CONSTRUCTION PHASE SERVICES								\$ 36,720

Section 5 - ADDITIONAL SERVICES (Design Surveying)								
	PM	EIT	RPLS	Survey Tech 1	Clerical	2-Man Crew	Total Hrs.	Total Cost
Perform research to obtain property ownership and set up database. (Assume 30 parcels).	1		1	16	4		22	\$ 1,572
Prepare and mail out Right-Of-Entry Letters.			1		4		5	\$ 362
Follow up on non-responsive property owners.	1		1		4		6	\$ 532
Confirm and Re-set GPS Control.				8		8	16	\$ 1,600
Process GPS Data and prepared GPS control data sheets.			8	8			16	\$ 1,496
Perform DTM survey to update for changes in topography and realignment for project length.						32	32	\$ 4,320
Survey cross sections for drainage structures						16	16	\$ 2,160
Survey new intersections and new driveways.						12	12	\$ 1,620
Download and process survey data.		2		8			10	\$ 700
Direct Costs:								
Mileage - 3000 miles at \$0.565/mi. = \$1695								\$ 1,695
Hotel Stay - 8 nights at \$95/night = \$760								\$ 760
Meals - 12 meals at \$36/day = \$432								\$ 432
Set/Re-establish GPS monuments - 2 each at \$125/ea = \$250								\$ 250
Subtotal Estimated Labor (Hrs.)	2	2	11	40	12	68	135	
Hourly Salary Cost (Including O/H and Profit)	\$170	\$90	\$122	\$65	\$60	\$135		
SUBTOTAL SALARY COSTS	\$ 340	\$ 180	\$ 1,342	\$ 2,600	\$ 720	\$ 9,180		\$ 17,499
SUBTOTAL DESIGN SURVEYING PHASE SERVICES								\$ 17,499

Section 6 - ADDITIONAL SERVICES (ROW Surveying, Parcel, Plat and Deed Preparation ~ Assume 5 Parcels)								
	PM	EIT	RPLS	Survey Tech 1	Clerical	2-Man Crew	Total Hrs.	Total Cost
Utilize ROE Originally Obtained for this project (Reconfirm)	1			2			3	\$ 300
Provide Deed Research at Courthouse to Establish Property Ownership			14	14			28	\$ 2,618
Incorporate information obtained from Deed Research into Base Map			4	4			8	\$ 748
Perform prop. surveys of parcels for add'l ROW. Assume 5 parcels.			10	2		40	52	\$ 6,750
Prep. & submit preliminary and final Right-of-way maps.			16	40			56	\$ 4,552
Prep & submit prelim parcel plats & legal descriptions. Assume 5 parcels.			16	40	8		64	\$ 5,032
Revise ROW Map, Parcel Plats, Legal Descrip. Based on reviews.	1		8	8			17	\$ 1,666
Prep. & submit signed & sealed final maps, legal descriptions & parcel plats.			4	8	2		14	\$ 1,128
Revise ROW Map, Parcel Plats, Legal Descrip. based on review			4	8	2		14	\$ 1,128
Set Iron pins at all parcel corners and property line intersects with proposed ROW.			4			40	44	\$ 5,888
Stake the ROW line at 50' intervals. This includes two (2) separate stakings.			4			40	44	\$ 5,888
Direct Costs:								
Mileage - 6000 miles at \$0.565/mi. = \$3390								\$ 3,390
Hotel Stay - 16 nights at \$95/night = \$1,520								\$ 1,520
Meals - 24 meals at \$36/day = \$864								\$ 864
Misc. Materials (Lathes, iron pins, flagging, etc.)								\$ 400
Copies of Property Records - 100 at \$1.50/ea = \$150								\$ 150
Subtotal Estimated Labor (Hrs.)	2	0	84	126	12	120	344	
Hourly Salary Cost (Including O/H and Profit)	\$170	\$90	\$122	\$65	\$60	\$135		
SUBTOTAL SALARY COSTS	\$ 340	\$ -	\$ 10,248	\$ 8,190	\$ 720	\$ 16,200		\$ 42,022
SUBTOTAL ROW SURVEYING PHASE SERVICES								\$ 42,022

FEE & LABOR SCHEDULE
City of Leander, Texas
Bagdad Road

Section 7 - ADDITIONAL SERVICES (Utility Coordination)								
	Principal	PM	Proj. Eng.	EIT	Tech	Admin.	Total Hrs.	Total Cost
Prepare listing of utilities. Locate owner and maps of utilities.		1		4			5	\$ 530
Send out letter to utilities and contact utility notification services.		2		4		4	10	\$ 940
Provide research with Railroad Commission.			4	4			8	\$ 920
Develop and coord. work plan including a list of the prop mtgs. and coord activities, and related tasks to be performed, a schedule and an estimate		2	4	10		4	20	\$ 2,040
Attend meetings (4) w/ utilities and prepare mtg. notes		4		4		2	10	\$ 1,160
Prepare exhibits (60% set of plans) and mail to utility companies for their use.				8	12	4	24	\$ 2,160
Compare maps on utility map with plans & locate potential conflicts.			4	8			12	\$ 1,280
Locate owner and maps of unidentified utilities.			4	8			12	\$ 1,280
Meet w/ utilities on site for probes & deholes-Provide survey (5 trips)		8	12	12	40		72	\$ 8,120
Identify and evaluate potential utility conflicts and adjustments.			8	20			28	\$ 2,920
Prepare exhibit for utility company where conflict exists. Obtain cost est.			8		8		16	\$ 1,920
Make utility company aware of conflicts by preparing 2 letters to be sent to utilities.			4			8	12	\$ 1,040
Determine if design changes/alignment are warranted to accommodate utilities.			2	12			14	\$ 1,360
Provide monthly utility adjustment status reports.			4				4	\$ 560
Direct Costs:								
Mileage - 400 miles at \$0.565/mi. = \$226								\$ 226
Misc. Copies and Plotting								\$ 200
Subtotal Estimated Labor (Hrs.)	0	17	54	94	60	22	247	
Hourly Salary Cost (Including O/H and Profit)	\$190	\$170	\$140	\$90	\$100	\$60		
SUBTOTAL SALARY COSTS	\$ -	\$ 2,890	\$ 7,560	\$ 8,460	\$ 6,000	\$ 1,320		\$ 26,656
SUBTOTAL UTILITY COORDINATION SERVICES								\$ 26,656
Section 8 - ADDITIONAL SERVICES (Environmental Permitting Services)								
TCEQ Coordination and Contributing Zone Plan		20	40	80	40		180	\$ 20,200
Environmental Permitting / KARST Features								\$ 6,000
Subtotal Estimated Labor (Hrs.)	0	20	40	80	40	0	180	
Hourly Salary Cost (Including O/H and Profit)	\$190	\$170	\$140	\$90	\$100	\$60		
SUBTOTAL SALARY COSTS	\$ -	\$ 3,400	\$ 5,600	\$ 7,200	\$ 4,000	\$ -		\$ 20,200
SUBTOTAL ENVIRONMENTAL SERVICES								\$ 26,200
TOTAL ADDITIONAL SERVICES								\$ 158,277

ATTACHMENT C

SERVICES TO BE PROVIDED BY THE CITY

1. Provide existing available information including roadway plans, utility plans and right-of-way maps.
2. Utility relocation coordination required beyond those services to be provided by the Engineer identified in Attachments A & B.
3. General design criteria and requirements.
4. Hard and soft copies of applicable standard plans, specifications and general notes.
5. Timely review of submittals and transmittal of review plans. Plans review comments will be consolidated onto one set of review plans and returned to the Engineer for each project submittal.
6. Copy, assemble, distribute and receive bid documents.

PROFESSIONAL SERVICES CONTRACT

This Professional Services Contract ("Contract") between the City Of Leander ("OWNER") and _____, ("Professional"), collectively referred to as the "Parties", is an agreement for the Professional to provide the OWNER with the professional services described in this Contract, for and in consideration of the payment terms and performance obligations herein described. The effective date of this Contract shall be the date set forth on the signature page.

Article 1. Work to be Provided

(a) Professional shall provide Work (the "Work") to OWNER under individual assignments. A general description of the Work required by this Contract includes water and wastewater utility engineering services, design and studies of hydrology and hydraulics, and design and studies of transportation infrastructure. OWNER will provide a written Task Order, including a written Statement of Work describing the tasks to be performed, to Professional for the particular Task and a specific price or a formula by which the price can be determined. No Work is authorized unless authorized representatives of both parties sign such a Task Order. This Contract does not guarantee a minimum amount Professional will be paid or a minimum number of Task Orders.

(b) Notwithstanding anything to the contrary contained in this Agreement, OWNER and Professional agree and acknowledge that OWNER is entering into this Agreement in reliance on Professional's special and unique abilities with respect to performing the Work, and Professional's special and unique abilities with respect to engineering services. The Professional accepts the relationship of trust and confidence established between it and the OWNER by this Agreement. Professional covenants with OWNER to use its best efforts, skill, judgment, and abilities to perform the Work and to further the interests of OWNER in accordance with OWNER's requirements and procedures, in accordance with the standards of Professional's profession or business. Professional represents that there are no undisclosed obligations, commitments, or impediments of any kind that will or could taint, limit or prevent performance of the Work.

(c) Changes In Scope of Work. OWNER may request additional Work or changes in the Work as the project progresses. If so, changes in the Scope of Work shall be initiated by a written change order signed by an authorized representative of each party. The change order shall describe the Work to be added, changed or deleted and shall state the additional cost or cost reduction and schedule changes, if any. Verbal change orders shall have no effect, except in cases of an emergency threatening personal injury or property damage. The terms and conditions of this Contract may be modified only by a writing signed by an authorized representative of each party.

Article 2. Contract Documents

- (a) General Definition. The Contract Documents, in order of precedence consist of:
- ⊕ All written Change Orders executed after the effective date of this Contract by an authorized representative of each Party;

- ⌘ Each Task Order executed pursuant to this Contract by an authorized representative of both parties;
- ⌘ The Statement of Work attached to each Task order;
- ⌘ This Contract; and
- ⌘ Any other documents specifically identified as Contract Documents in the General Conditions.

(b) Exclusion from Contract Documents. No term, condition, or provision of any Task Order or other document that conflicts with the terms and conditions contained in this Professional Services Contract will be considered part of the Contract Documents, or otherwise valid, unless expressly provided and accepted in writing by the OWNER.

Article 3. Term

This Contract is for a three (3) year period subject to extension as provided in this Article, but not to exceed a maximum five (5) year period. The primary term begins upon execution of this Contract by an authorized representative of the OWNER and expires in three years. OWNER shall thereafter have the option to extend the contract for up to, but not to exceed, two extended terms of one year each. Any extension by the OWNER shall be effective upon 30 days notice to Professional prior to the end of the then current term. The extension shall be deemed automatically accepted by Professional unless Professional refuses the extension by written notice to OWNER within ten (10) days after the Professional receives the notice of extension from the OWNER.

Article 4. Schedule

Time is an important element of the performance of this contract. Professional will put forth its best efforts to complete the Work in accordance with any deadlines to which the parties agree in any Task Order. Professional agrees to perform all obligations and render the Work set forth in this Contract or any Task Order issued pursuant hereto in accordance with the any timelines included in the Statement of Work, except as the Parties may hereafter mutually agree in writing otherwise. If required by the Statement of Work, a specific work progress schedule will be developed for each individual task in compliance with that Statement of Work.

Article 5. Price

The Price to be paid for Work under any Task Order shall be as agreed in a particular Task Order.

Article 6. Payment

(a) Anything in this agreement to the contrary notwithstanding, all payments to be made by the OWNER hereunder are subject to Ch. 2251 of the Texas Government Code, popularly known as the Prompt Payment Act. Payment in full for invoices shall be due within thirty (30) days from date the invoice is received by OWNER. Invoices paid more than thirty (30) days after the invoice is received are subject to a late charge of 1% per month (12% APR) on the amount of the undisputed past due balance.

(b) Invoices for payment under this Contract shall be sent to:

Wayne S. Watts, P.E.
City Engineer
City of Leander
P.O. Box 319
Leander, Texas 78646-0319

Payments may be based on completion of the Work, fulfillment of milestones, progress payments or any other method that is established in the agreed Statement of Work. In no event shall Professional invoice OWNER more than once monthly.

Article 7. Acceptance of the Work

When Professional can demonstrate that the Work is complete in accordance with the acceptance criteria included in the Statement of Work and so notifies OWNER, OWNER shall review the Work for general compliance with the Contract. If the Work appears to comply with the Contract requirements, and Professional has furnished all required documentation, OWNER shall notify Professional in writing of OWNER's Acceptance of the Work. Acceptance of the Work shall not limit nor diminish Professional's responsibilities, duties and warranties with respect to the Work. The Work shall be performed by the Professional in a manner consistent with good practices for the profession, and the standards and skills of the professionals practicing such profession in Travis County and Williamson County, Texas.

Article 8. Jobsite Inspection

If required by OWNER, Professional's representatives shall observe the jobsite and clearly understand the requirements and risks of the Work to be performed, the jobsite conditions, traffic conditions, the proximity of high-voltage power lines, utilities, and other local conditions likely to affect Professional's performance before accepting any Task Order. Acceptance of a Task Order shall constitute the Professional's certification that it has by observation satisfied itself with respect to all such local conditions and is willing to accept all risks they impose.

Article 9. Independent Contractor

(a) Professional shall perform in all respects as an independent contractor and not as an employee, partner, joint venture or agent of the OWNER. The Work to be performed by Professional shall be subject to the OWNER's review, approval and acceptance as provided in the Contract Documents, but the detailed manner and method of performance shall be under the control of Professional. The accuracy, completeness, and scheduling of the Work and the application of proper means and methods for performance of the Work are entirely the responsibility of Professional. Professional shall be solely responsible for hiring, supervising and paying its employees, subcontractors and suppliers. Professional shall be solely responsible for payment of all (i) compensation, including any employment

benefits, to its employees, (ii) taxes, including withholding for federal income tax purposes, employment and unemployment taxes, and (iii) such other expenses as may be owed to Professional's employees. However, because Professional's Work may be associated in the minds of the public with OWNER, Professional shall ensure that all Work by its employees, subcontractors and agents is performed in an orderly, responsible and courteous manner. Non-citizen workers shall be properly documented.

(b) Upon prior notification to and written approval of OWNER, Professional may hire subcontractors to perform work hereunder. Professional shall be responsible to OWNER for the performance of all such subcontractors. OWNER shall require any and all such subcontractors to sign agreements with Professional that bind the subcontractors to perform subcontracts in accordance with the Contract Documents. Upon the request of OWNER, Professional shall furnish OWNER with copies of such subcontracts. In addition, Professional agrees that it is Professional's responsibility to ensure that such subcontractors make all appropriate tax payments or tax withholding in relation to subcontractor's employees providing work to OWNER through Professional under this Contract. Professional represents that it and its subcontractors are fully trained to perform the tasks required by this Contract and that they need no training by the OWNER. Professional further understands and agrees that it will be responsible to OWNER for the quality and performance of any Work performed by any such subcontractor.

Article 10. Licenses and Permits

(a) Professional shall procure and maintain at its expense all licenses and permits necessary for it to perform the Work.

(b) Professional shall ensure that its subcontractors' and their employees are all properly licensed to perform their respective portions of the Work.

Article 11. Governing Laws, Regulations & Standards

(a) This Contract shall be governed, interpreted and enforced under the laws of the State of Texas, without regard to its conflict of law principles. In the event of litigation between the Parties arising out of this Contract issued under it, venue for such litigation shall be in a court of competent jurisdiction in Williamson County, Texas.

(b) Professional shall be aware of and shall comply with all non-conflicting Federal, State, and local laws, ordinances, codes (including applicable Professional codes) and regulations applicable to the Work, any equipment to be fabricated and delivered and for compliance with standards and codes of technical societies that have been adopted by law or regulation or compliance with which is required in the Contract Documents. If any of the Work fails to comply with such laws, ordinances, codes, and regulations, Professional shall bear any expense arising from that failure, including the costs to bring the Work into compliance.

(c) Without limiting the generality of the foregoing, during the performance of the Agreement, Professional agrees to comply with all applicable regulations of Executive Order No. 11246 of September 24, 1965, and the rules, regulations, and relevant orders of

the Secretary of Labor as they may apply to Equal Employment Opportunity. Professional will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor pursuant thereto, and will permit access to its books, records, and accounts by the cognizant agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

Article 12. Intoxicants & Drugs: Employee Conduct

OWNER shall not allow intoxicants or illegal drugs on its jobsite. Professional shall not at any time allow personnel for whom it is responsible on the jobsite if they are under the influence of any substance that may impair their performance. Professional shall promptly remove from the jobsite any person who is or appears to be under the influence of any of these substances or is otherwise unsafe or disorderly. Professional shall ensure that its employees, subcontractors and their employees avoid excessive noise, exceeding speed limits or reckless driving, use of weapons, or trespass on land not owned by or under easement to OWNER. If private property must be entered or crossed to perform the Work, Professional shall obtain permission from the property owner before entering.

Article 13. Risk of Loss

(a) Professional shall bear the expense and risk of loss or damage to work in progress, completed Work, materials, equipment, and all other incidents of the Work prior to Acceptance of the Work. Professional shall promptly replace or repair any loss or damage at its own expense. In the event of substantial loss or damage due to Force Majeure, the schedules shall be equitably extended. Professional shall bear the expense of storage space for stored materials, whether on-site or off-site, and shall bear the risk of loss or damage to all such materials. Professional shall take reasonable precautions to protect the materials from weather damage, burglary, pilferage and similar hazards.

(b) Professional shall bear the risk of loss or damage to its own equipment, tools, supplies and property and those of its subcontractors and suppliers, regardless of the cause of loss or damage throughout the project.

Article 14. Warranties and Representations

(a) **Warranty of Title.** Professional warrants the title to any goods it delivers to OWNER incidental to the performance of the Work and that said goods will be free and clear of all liens, mortgages, security interests or other encumbrances.

(b) **General Warranty of the Work.** Professional represents that all Work shall be performed in a Professional manner consistent with the industry standards and the standards of the profession of Professional. Professional shall correct, without delay and at its own expense, any portion of the Work that does not meet the foregoing warranty and is discovered within one year after Acceptance of the Work by re-performing that portion of the Work. Any repair, replacement, or modification of the Work performed pursuant to the provisions of this paragraph shall be supplied or repaired on the same terms and conditions as provided for herein for the Work.

(c) **Intellectual Property Representation.** Professional represents that the Work and the processes used in performing it shall not infringe on any valid United States patent, registered United States copyright, trademark or trade secret.

(d) **Business Standing Warranty.** Professional warrants, represents, and agrees that if (i) it is a corporation or limited liability company, then it is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas, or a foreign corporation or limited liability company duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary corporate power and has received all necessary corporate approvals to execute and deliver the Agreement, and the individual executing the Agreement on behalf of Professional has been duly authorized to act for and bind Professional; or (ii) if it is a partnership, limited partnership, or limited liability partnership, then it has all necessary partnership power and has secured all necessary approvals to execute and deliver this Agreement and perform all its obligations hereunder; and the individual executing this Agreement on behalf of Professional has been duly authorized to act for and bind Professional.

Article 15. General Indemnity

(a) Professional shall hold the OWNER and its councilmember's, officers, employees, agents and professionals harmless from all claims, damages, losses and expenses (jointly, "Claims"), including reasonable attorneys' fees, arising out of, or resulting from or arising under this Agreement, provided that any such liabilities, damage, loss, or expense is caused by the negligent, grossly negligent or intentional act or willful misconduct of Professional, anyone directly or indirectly employed by it, or anyone for whose acts it is legally liable.

(b) To the extent allowed by law, OWNER agrees to indemnify and hold harmless Professional, its directors, officers and employees, from and against any and all losses, claims, attorneys' fees and expenses arising from the negligent act or omission or willful misconduct of the OWNER related to this Contract which causes the death of, injury to or damage to the property of, any person.

(c) If the parties are concurrently negligent, each party's liability shall be limited to that portion of negligence attributable to it as determined under the applicable proportionate responsibility rules of the state of Texas.

(d) Anything to the contrary herein notwithstanding, neither party shall be liable to indemnify the other for the negligence, gross negligence or willful misconduct of the other.

(e) The foregoing indemnity provisions shall be deemed independent covenants and shall survive completion of or any termination of the Agreement or any claimed breach thereof. Professional's indemnity responsibility as specified in this clause shall not include special, incidental, punitive or consequential damages.

Article 16. Intellectual Property Indemnity

(a) Professional shall, at its own expense, defend all suits or proceedings instituted

against OWNER, its officers, agents, employees, or professionals based upon any claim that the Work, or any part thereof, or the process performed thereby constitutes an infringement of either any patent or copyright of the United States or of any trademark or trade secret protected by either federal or state law. Professional shall pay all awards of damages assessed which result from any such claim, suit, or proceeding and shall indemnify and save OWNER harmless against losses, expenses (including reasonable attorney's fees), and damages resulting from any such claim, suit, or proceeding, including obedience to resulting decrees and to resulting compromises for which Professional is legally liable.

(b) If, in any such suit, a restraining order or temporary injunction is granted, Professional shall make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the suspension of any such restraining order or temporary injunction. If, in any such suit, the Work or any part thereof or the process performed thereby is held to constitute an infringement and its use be permanently enjoined, Professional shall at once make every reasonable effort to secure for OWNER a license at Professional's expense authorizing the continued use of the alleged infringing portion of the Work. If Professional is unable to secure such license within a reasonable time, Professional shall, at its own expense and without impairing performance requirements, either provide non-infringing replacements or modify the Work to eliminate the infringement. In addition to indemnifying and saving OWNER harmless, Professional shall reimburse OWNER for any costs incurred as a result of the unavailability of the infringing item or its non-infringing replacement.

(c) Such indemnity shall not apply to infringement claims that are based upon patent, copyright, trademark, or trade secret violations where such information was supplied by OWNER or which were directed for use by OWNER.

Article 17. Indemnity Procedures

With respect to any claim for Indemnity, the following procedures shall apply:

(a) **Notice.** Promptly after receipt by any entity entitled to indemnification of notice of the commencement or threatened commencement of any civil, administrative, or investigative action or proceeding involving a claim in respect of which the indemnities shall seek indemnification, the indemnities shall notify the indemnitor of such claim in writing. No failure to so notify an indemnitor shall relieve the Indemnitor of its obligations under this Agreement except to the extent that it can demonstrate damages attributable to such failure. Within fifteen (15) days following receipt of written notice from the indemnitee relating to any claim, but no later than ten (10) days before the date on which any response to a complaint or summons is due, the indemnitor shall notify the indemnitee in writing if the indemnitor elects to assume control of the defense and settlement of that claim (a "Notice of Election"). It is specifically provided that any indemnitee may by separate legal counsel participate in any proceeding brought by a third party and raise defenses available to indemnities, without waiving or limiting the benefits of this article or any duty or responsibility of indemnitor; provided that such indemnitee shall not attempt to limit or waive any defenses raised by indemnitor.

(b) **Procedure for Notice of Election.** If the indemnitor delivers a Notice of Election relating to any claim within the required notice period, the indemnitor shall be entitled to have sole control over the defense and settlement of such claim; provided, however, that (i) the indemnties shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in the handling of such claim, and (ii) the indemnitor shall obtain the prior written approval of the indemnties before entering into any settlement of such claim or ceasing to defend against such claim. After the indemnitor has delivered a Notice of Election relating to any claim in accordance with the preceding paragraph, the indemnitor shall not be liable to the indemnties for any legal expenses incurred by such indemnties in connection with the defense of that claim. In addition, the indemnitor shall not be required to indemnify the indemnties for any amount paid or payable by such indemnties in the settlement of any claim for which the indemnitor has delivered a timely Notice of Election if such amount was agreed to without the written consent of the indemnitor.

(c) **Procedure Where No Notice of Election Is Delivered.** If the indemnitor does not deliver a Notice of Election relating to any claim within the required notice period, the indemnties shall have the right to defend the claim in such manner as it may deem appropriate. If the indemnitor fails to deliver a Notice of Election for any claim for which indemnitor is obligated to indemnify the indemnties pursuant to the terms of this Agreement, then the indemnitor will be solely responsible for any and all costs and expenses incurred by the indemnties in defending such claim and the indemnitor shall promptly reimburse the indemnties for all such costs and expenses.

Article 18. Insurance

Professional shall obtain and maintain the insurance coverage specified below on an occurrence-basis and shall provide to Owner an insurance certificate listing the coverage before starting work on any OWNER property. **THE COVERAGE SHALL NOT BE CONSTRUED AS ESTABLISHING OR LIMITING PROFESSIONAL'S LIABILITY UNDER THE INDEMNITY PROVISION.** OWNER shall be listed as an "additional insured" on all policies other than the Workers Compensation and Professional Liability policies. Professional for itself and its insurers hereby waive subrogation against OWNER, its affiliates, their Boards of Directors, Directors, officers, employees and agents. Professional's failure to maintain the required insurance coverage at any time during the contract period may be grounds for OWNER to suspend the Contract and withhold payment until insurance coverage is satisfactory.

	<u>Type of Insurance</u>	<u>Minimum Coverage</u>
(a)	<u>Workers' Compensation</u>	
	Coverage A -	statutory
	Coverage B -	\$250,000 employer's liability
(b)	<u>General Liability</u>	
	Bodily Injury	\$500,000 per person
	Bodily Injury	\$1,000,000 per occurrence
	Property Damage	\$1,000,000 per occurrence

- (c) Automobile Liability
(including owned or leased vehicles and heavy equipment)

Bodily Injury	\$1,000,000 per occurrence
Property Damage	\$ 500,000 per occurrence

The automobile liability coverage shall apply to owned, non-owned, hired and leased vehicles. Before work begins, a certificate of all required insurance shall be filed with Project Manager of OWNER.

- (d) Professional Liability \$1,000,000 per occurrence

Article 19. Force Majeure

(a) The nonperformance or delayed performance by Professional or OWNER of any obligation under the Agreement shall be excused if such nonperformance or delay is caused by an event beyond the control of the affected party ("Force Majeure"), except to the extent that Professional knew of or should reasonably have been able to foresee such an event and failed to take reasonable measures to avoid the event. Items beyond the control of the parties include, but are not limited to: acts of war, acts of a public enemy; acts of domestic or foreign terrorism, natural disasters; strikes, epidemics or quarantine restrictions; riot, or sabotage; and acts of civil or military authority having jurisdiction.

(b) Upon occurrence of a Force Majeure, the date for performance of the Work shall be extended for a period equal to the time lost by reason of the delay, provided Professional or OWNER has taken reasonable steps to proceed with the performance of the Agreement and has made written notification of such delay and of any corrective action taken. Professional shall not be entitled to any increase in compensation by reason of Force Majeure.

(c) The following delays shall not constitute excusable delays in performance by Professional and shall not constitute a reason for extending the date for performance of the Work:

1. Delays by subcontractors or by suppliers for reasons other than Force Majeure;
2. Delays in approval of documentation because of inadequate performance or to unrealistic approval schedules;
3. Delays caused by Professional's lack of sufficient personnel with the necessary skills.

Article 20. General Safety, Environmental and Site Operations Requirements

(a) **Safety.** All parts of this Contract shall be performed in strict accordance with the safety requirements of applicable codes and statutes, federal, state, and local requirements, and the best industry practice. Professional is solely responsible in its procedures for the safety of its jobsite personnel, equipment, and properties involved in this project, including Professional's subcontractors. However, Professional is not responsible for jobsite safety of others, including Construction Contractor personnel or Construction Contractor means, methods, or procedures.

(b) **Environmental.** Professional is solely responsible for all costs incurred by OWNER for any spills or leaks caused by Professional or its subcontractors or sub consultants during performance of, or in connection with, the Work. Without limiting the foregoing sentence, Professional shall be responsible for all costs incurred to contain, remediate, and restore the site of the spill according to applicable state and federal laws and regulations, and if on OWNER's property, according to OWNER's requirements.

OWNER shall be responsible for all notifications required by and federal, state, or local law or regulation. Professional shall immediately notify OWNER with the nature and location of the spill. Professional shall provide a written report to OWNER whose representative shall identify the substance, quantity released, location of the spill, and perform clean up and remediation activities. If the spill occurs off OWNER's property, then the Professional shall also notify the OWNER of any agencies notified and the representatives of the agencies contacted. The report shall be a narrative that summarizes on-scene activity and remediation efforts. If long-term remediation will be required, it shall be noted in the report. The initial report shall be provided to OWNER within 24 hours after the incident. Follow-up reports shall be provided to OWNER weekly until remediation efforts have been completed and the spill has been properly remediated.

PROFESSIONAL SHALL INDEMNIFY AND HOLD OWNER HARMLESS FROM ANY AND ALL LIABILITIES, INCLUDING, BUT NOT LIMITED TO, REMEDIATION COSTS, FINES, PENALTIES, COURT COSTS, AND ATTORNEY'S FEES RESULTING FROM SPILLS, RELEASES, IMPROPER HANDLING AND/OR DISPOSAL OF WASTES CAUSED BY PROFESSIONAL, ITS SUBCONTRACTORS, AND/OR SUBCONSULTANTS.

Article 21. Assignment

This Contract is to be considered a personal Work Contract. Professional may not assign this Contract without the consent of OWNER. Any permitted assignee must notify the OWNER in writing that it accepts the assignment on the same terms and conditions contained in this Contract. No permitted assignment shall limit Professional's responsibility for performance of this contract. Attempted assignment or delegation of this Contract, including obligations under it, without the written consent of OWNER shall be void, and not merely voidable.

Article 22. Termination for Convenience

(a) OWNER shall have the right to terminate this Contract for its convenience at any time. After receipt of the notice of termination, the Professional shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due at that point in the Contract:

1. Stop all ongoing Work.
2. Place no further subcontracts or orders for materials or Work.
3. Terminate all subcontracts.
4. Cancel all materials and equipment orders, as applicable.
5. Take any action that is necessary to protect and preserve all property related to this Contract that is in the possession of the Professional.

(b) In the event of a termination under paragraph (a) of this Article, OWNER shall pay equitable termination charges, for all billable time expended or portions of Work completed (as applicable) and materials purchased, and if the Work includes construction profit on completed portions, and out-of-pocket costs that have been reasonably incurred by Professional as a result of terminating this Contract. OWNER shall not be liable in connection with any termination under this Article for special, incidental, consequential, or punitive damages, or for loss of anticipated future work, anticipated profits, administrative costs or overhead on anticipated work, or other indirect costs.

Article 23. Termination for Cause

(a) The occurrence of any one or more of the following events will constitute an event of default:

- (1) Professional's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers, suitable materials or equipment, or to adhere to project schedules as adjusted from time to time pursuant by the parties);
- (2) Professional's disregard of applicable laws or regulations;
- (3) Professional's disregard of the authority of OWNER's Representative;
- (4) Professional's violation in any substantial way of any provisions of the Contract Documents;

- (5) Failure of Professional to pay subcontractors and/or material suppliers; or
- (6) Professional's violation of OWNER's ethics policy.

(b) If one or more of the events identified in paragraph (a) occur, OWNER may terminate this Agreement, if after giving Professional (and the surety, if any) seven (7) calendar days prior written notice, unless such event of default shall have been cured.

(c) If this Contract has been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against Professional or any surety then existing or which may thereafter accrue. No retention or payment of moneys due Professional by OWNER will release Professional from liability.

(d) In such a circumstance, OWNER shall notify Professional in writing of the termination, with copies of the notice to OWNER's jobsite personnel. Upon notice of termination, Professional and its subcontractors shall promptly stop the Work and allow OWNER to take possession of the jobsite including any equipment and materials identified to the project (whether stored on-site or off-site), after securing the jobsite from safety and environmental hazards.

Article 24. Suspension

(a) OWNER may, at any time and at its sole option, suspend all or any portions of the Work to be performed under this Agreement by providing ten (10) calendar days written notice to the Professional. Upon receipt of any such notice, Professional shall:

1. Immediately discontinue the Work on the date and to the extent specified in the notice.
2. Place no further orders or subcontracts for materials, Work, or facilities with respect to the suspended portion of the Work, other than to the extent necessary to protect any portion of the Work already performed.
3. Promptly make every reasonable effort to obtain suspension, upon terms satisfactory to OWNER, of all orders, subcontracts, and rental agreements to the extent that they relate to performance of the portion of Work suspended by the notice.
4. Continue to protect and maintain the portion of the Work already completed, including the portion of the Work suspended hereunder, unless otherwise specifically stated in the notice.
5. Continue to perform Professional's obligations for the portions of the Work not suspended.

(b) As full compensation for such suspension, Professional will be reimbursed for the following costs, reasonably incurred, without duplication of any item, to the extent that such costs actually result from such suspension of Work.

1. A reasonable standby charge to be negotiated between OWNER and the Professional sufficient to compensate Professional for keeping (to the extent required in the notice) its organization and equipment committed to the Work in a standby status.
2. All reasonable costs associated with demobilization of Professional's facility, forces, and equipment.
3. A reasonable amount to be negotiated between OWNER and the Professional to reimburse the Professional for the cost of maintaining and protecting that portion of the Work upon which activities have been suspended.
4. All billable time reasonably extended or portions of Work completed (as applicable) prior to the suspension, materials purchased, and if the Work includes construction profit on completed portions, and out-of-pocket costs that have been reasonable incurred by Professional.

(c) Upon receipt of notice to restart the suspended portion of the Work, Professional shall immediately resume performance on the suspended portion of the Work to the extent required in the notice. Within 14 calendar days after receipt of notice to restart the suspended portion of the Work, the Professional shall submit a revised schedule for approval by OWNER. If, as a result of any suspension, the cost to Professional of subsequently performing the Work or the time required to do so is changed, a claim for an adjustment in the contract price may be made. Any claim on the part of Professional for change in price or extension of time shall be made in accordance with this Agreement.

Article 25. Dispute Resolution

The Parties agree that in the event of a dispute concerning the performance or non-performance of any obligations flowing from or as a result of this Contract and prior to the initiation of any litigation, the Parties will voluntarily submit the dispute to the Travis County Dispute Resolution Center for mediation as though it were referred through the operation of the Texas Alternative Dispute Resolution Procedures Act, Title 7, Chapter 154, TEX. CIV. PRAC. & REM. ANN., (Vernon's 1986). No record, statement, or declaration resulting from or in connection with such alternate dispute resolution procedure may be used in evidence in subsequent litigation except to demonstrate that this article has been complied with in good faith by a party. The use of such center shall not be or constitute a waiver of venue.

Article 26. Notices

All notices or other communications required under this Contract may be made either by personal delivery in writing or by certified mail, postage prepaid, return receipt requested. Notice shall be deemed to have been given when delivered or mailed to the parties at their respective addresses as set forth below or when mailed to the last address provided in writing to the other party by the addressee.

Owner: Wayne S. Watts, P.E.
City Engineer
City Of Leander
P.O. Box 319
Leander, TX 78464-0319

Professional: _____

Article 27. Titles and Section Headings

The titles and section headings of this Contract are included for convenience only and shall not be deemed to constitute a part of this Contract.

Article 28. Interpretation and Reliance

While this Contract form was initiated by OWNER, Professional had the opportunity to take exception to and seek clarification of it. Thus, this Contract is the product of negotiations between the Parties. No presumption will apply in favor of any party in the interpretation of this Contract or in resolution of any ambiguity of any provision.

Article 29. Failure to Act

No action or failure to act by either party shall be a waiver of a right or duty afforded under the Contract, nor shall such action or failure to act constitute a breach of this Contract, except as specifically agreed to in writing.

Article 30. Contract Non-Exclusive

The Contract is not exclusive. Professional has the right to perform Work for others during the term of the Contract, and OWNER has the right to hire others to perform the same or similar tasks.

Article 31. Third Party Beneficiaries

There are no third party beneficiaries to this Contract and the provisions of this Contract shall not create any legal or equitable right, remedy or claim enforceable by any person, firm, or organization other than the Parties and their permitted successors and permitted assigns.

Article 32. Mitigation of Damages

In all cases the Party establishing or alleging a breach of contract or a right to be indemnified in accordance with this Contract shall be under a duty to take all necessary measures to mitigate the loss which has occurred, provided that it can do so without unreasonable inconvenience or cost.

Article 33. Severability

This Contract is severable and if any one or more parts of it are found to be invalid, such invalidity shall not affect the remainder of this Contract if it can be given effect without the invalid parts.

Article 34. Integration & Contract Modification

This Contract contains the entire and integrated agreement between Professional and OWNER as to its subject matter and supersedes all prior negotiations, correspondence, understandings, representations and agreements, written or oral, related to it. In case of conflict between the terms and conditions of this Contract and those of any standard sales forms presented by Professional or such forms appearing in or referenced by Professional's bid or proposal, the terms and conditions of this Contract shall prevail. The terms and conditions of this Contract can be modified only by a writing signed by an authorized representative of both Professional and OWNER.

Executed to be effective as of the ____ day of _____, 2014.

City of Leander: _____:

By: _____

Chris Fielder, Mayor

By _____

Name: _____

Title: _____



Executive Summary

February 20, 2014

Council Agenda Subject: Consider an application for permit to operate a taxi cab in the City of Leander

Background: Article 4.11 of the Leander Code of Ordinances outlines the requirements for operating a taxi cab in the City of Leander. City Transport Services, Inc. is the first applicant to apply for a permit. All of the regulations required by our ordinance have been met by the applicant. At this time, Mr. Okoro will be operating from his home and will have only one taxi cab. He is in compliance with our Home Occupation rules and regulations. As his business grows he will be seeking a commercial location to operate the business. I have attached the paperwork required by our ordinance and a sample of the permit that will be displayed in the taxi cab at all times, should city council approve the permit. A light will be placed on top of the vehicle prior to the permit being issued.

Origination: Debbie Haile, City Secretary

Financial Consideration: N/A

Recommendation: Approval of the taxicab permit as applicant has met all requirements

Attachments: Application
Rate Sheet
Secretary of State Filing
IRS Filing
Texas Liability Card
Certificate of Liability
Sample of Permit to be displayed
Photo of Taxicab

Prepared by: Debbie Haile, TRMC, City Secretary



CITY OF LEANDER, TEXAS



Application to Conduct a Taxicab Business

APPLICANT INFORMATION

Name: City Transport Services
Home Address: 1011 Tanglewood Dr City Leander zip 78641
Home Phone: 512-293-0286 Cell Phone _____
Email Address: landmarkusa1@gmail.com

Are you an: Individual Firm Corporation

If a Firm, list the name and address of each member:

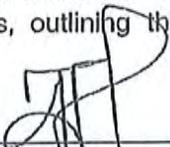
Francis C. Okoro 1011 Tanglewood Dr, Leander, Tx 78641
Helen Okoro 1011 Tanglewood Dr, Leander, Tx 78641
John I. Okoro 1011 Tanglewood Dr, Leander, Tx 78641

IF MORE SPACE IS NEEDED PLEASE ATTACH A SEPARATE SHEET

BUSINESS INFORMATION

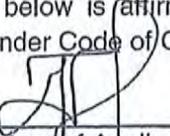
Proposed Business Name _____
Address: _____ City _____ Zip _____
Phone: _____
Number of vehicles in fleet: _____

My signature below is affirmation that I have received a copy of Article 4.11 Taxicabs, Leander Code of Ordinances, outlining the requirements set forth of Ownership and Operation of a Taxicab Business.



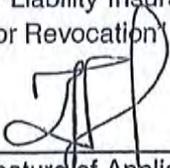
Signature of Applicant

My signature below is affirmation that I understand the requirements as set forth in Article 4.11 Taxicabs, Leander Code of Ordinances.



Signature of Applicant

I affirm that I will abide by all the requirements in Article 4.11 Taxicabs, Leander Code of Ordinances, including but not limited to "Cruising", "Ownership of Vehicles", "Consumption of Alcoholic Beverages in Vehicles", "Liability Insurance", "Identification of Vehicles and Drivers", Fees, "Additional Vehicles", Suspension or Revocation and other requirements as outlined in Article 4.11.



Signature of Applicant

OFFICE USE ONLY			
City Council	<input type="checkbox"/> Approved	<input type="checkbox"/> Rejected	Date _____
Permit Issued _____	Date	Permit Fee \$100 _____	Date Paid
Verification of Insurance Attached	<input type="checkbox"/> Yes		

Submit application to:

Debbie Halle, City Secretary
Mail: P.O. Box 319
Leander, Texas 78646

Address: 200 W. Willis
Leander, Texas 78641

Email: Debbie@leandertx.gov

Phone: 512/ 528-2743 Fax: 512/ 259-1605

CITY OF LEANDER CAB RATES

FIRST	
1/6 MILE	\$2.50
ADDITIONAL	
1/6 MILE	.40
WAITING	
TIME PER/HOUR	29.00

Senior Citizens and Disabled Veterans paying out of pocket get 5% discount.

CONDITIONS OF ALL FARES

1. Passengers in the same cab traveling between the same points will be considered as one party. A multiple fare may not be charged.
2. Driver is required to reset the meter at each destination when discharging passengers who are riding in the same cab with passengers who have different destinations except when one person pays fare for all passengers.

Flat Rates & Minimum Charges

Minimum Charges

Minimum charges apply when you are picking up a passenger in one of the following towns around Leander and transporting them either to Leander or to an address in that community. Charge meter amount if fare is greater than the minimum. You are free to charge less than the minimum.

Lakeway	\$35	Taylor	\$35	Lockhart	\$78
Manor	\$45	Georgetown	\$16	Kyle	\$65
Garfield	\$35	Hutto	\$25	Bastrop	\$78
Buda	\$65	Cedar Park	\$10	North Austin	\$16
South Austin	\$45	East Austin	\$45	Round Rock	\$26
Pflugerville	\$35				

Flat Rates

Flat Rates are based on mileage from Leander to anywhere in the city indicated. These are suggested rates. If you are departing from elsewhere in Leander, you are free to make appropriate adjustments, and you may always negotiate a lower fare with your passenger. When accepting an out-of-town trip, there are some rules that must be adhered to:

- . GET YOUR MONEY IN ADVANCE
- . Inform the company that you are doing a flat-rate, out-of-town trip
- . No Stops
- . No going to another location to pick up another passenger. If you must pick up an additional passenger, collect the meter fare when the second passenger is loaded. The flat-rate begins at that point
- . I pickup within Leander City Limits and I stop inside the limits of the destination city. If the trip takes you through the entire city that you are going to and you are now exiting the city limit, then the flat-rate has been completed and the

passenger will owe you additional money to their destination.

Abilene	56	College Station	263	Goldthwaite	259
Liano	208	Amarillo	1,209	Columbus	215
Gollad	307	Lago Vista	86	Bandera	288
Corpus	532	Granger	110	Luling	107
Bartlett	124	Cuero	230	Hallettsville	235
Marble Fall	119	Beaumont	609	Dallas	480
Beeville	448	Driftwood	58	Hearne	222
New				Pace Bend	
Braunfels	150	Houston	398	Park	120
Bellville	261	Dripping Spgs	89	Huntsville	389
Rockdale	168	Belton	147	Elgin	89
Johnson City	200	San Antonio	215	Blanco	100
El Paso	1,414	Jonestown	68	San Marcos	98
Boeme	238	Elroy	48	Junction	342
Brady	336	Flatonia	191	Kerrville	255
Smithville	104	Seguin	145	Brenham	245
Fort Hood	180	Killen	180	Taylor	89
Brownsville	861	Forth Worth	463	Kingsland	168
Temple	166	Brownwood	343	Fredericksburg	215
La Grange	168	Tyler	715	Bryan	268
Gainesville	619	Lampasas	178	Victoria	315
Burnet	134	Galveston	525	Laredo	600

Waco	254	Caldwell	215	Gatesville	245
LBJ Ranch	175	Wimberley	154	Cameron	198
Giddings	145	Lexington	182		



Office of the Secretary of State

CERTIFICATE OF FILING OF

CITY TRANSPORT SERVICES, INC.
File Number: 801910870

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic For-Profit Corporation has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 01/07/2014

Effective: 01/07/2014



A handwritten signature in cursive script that reads "Coby Shorter III".

Coby Shorter III
Deputy Secretary of State

 **IRS** DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 01-13-2014

Employer Identification Number:
46-4506830

Form: SS-4

Number of this notice: CP 575 A

CITY TRANSPORT SERVICES INC
% FRANCIS CHIMEZIE OKORO
1011 TANGLEWOOD DR
LEANDER, TX 78641

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 46-4506830. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 940	01/31/2015
Form 944	01/31/2015
Form 1120	03/15/2015

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, *Election by a Small Business Corporation*.

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, *Electronic Choices to Pay All Your Federal Taxes*. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents (payroll service providers) are available to assist you. Visit the IRS Web site at www.irs.gov for a list of companies that offer IRS e-file for business products and services. The list provides addresses, telephone numbers, and links to their Web sites.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is CITY. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.

TEXAS LIABILITY INSURANCE CARD

COMPANY PHONE NO. (800)876-3278 COMPANY COMMERCIAL PERSONAL
Specialty Insurance Managers, Inc.

POLICY NUMBER 73APR299770 EFFECTIVE DATE 2/10/2014 EXPIRATION DATE 2/10/2015

YEAR 2008 MAKE/MODEL Ford Crown Vic VEHICLE IDENTIFICATION NUMBER 2FAFP71V68X159979

AGENCY SIG/Chaparral Insurance Group AGENCY PHONE NO. (512) 452-2427
911 W. Anderson Lane
Austin TX 78757

INSURED Francis Okoro DBA CITY TRANSPORT SERVICES INC
1011 Tanglewood Dr.

Leander TX 78641

This policy provides at least the minimum amounts of liability insurance required by the Texas Motor Vehicle Safety Responsibility Act for the specified vehicle and named insureds and may provide coverage for other persons and other vehicles as provided by the insurance policy.

SPANISH TRANSLATION

TRADUCCION DE ESPANOL



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/12/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER SIG/Chaparral Insurance Group 911 W. Anderson Lane Suite 119 Austin TX 78757	CONTACT NAME: Ginger Trevino PHONE (A/C No. Ext): (512) 452-2427 E-MAIL ADDRESS: ginger.trevino@sig4you.com	FAX (A/C No.): (512) 452-1902
	INSURER(S) AFFORDING COVERAGE	
INSURED City Transport Services Inc. 1011 Tanglewood Dr. Leander TX 78641	INSURER A: NATIONAL INDEMNITY INSURANCE	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		NAIC #

COVERAGES CERTIFICATE NUMBER: CL1421206472 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			73APR299770	2/10/2014	2/10/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Personal Injury \$ 2500
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
X	2008 Crown Victoria			VIN#2FAFP71V68X159979			COMP DED 500 COLLISION DED 500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER CITY OF LEANDER 405 S WEST DRIVE LEANDER, TX 78641	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Dennis Kuhlman/GTR



TAXICAB BUSINESS PERMIT

2/27/2014
Issued



000001
Serial No.

Operator: OKORO, FRANCIS C.

**CITY TRANSPORT
SERVICES, INC**

1011 Tanglewood Dr.
Leander, TX 78641

Hebbie Skille
City Secretary

12/31/2014
Date Expires

