



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



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

Thursday ~ March 6, 2014 at 7:00 PM

<b>Mayor – Christopher Fielder</b>	
<b>Place 1 – Andrea Navarrette</b>	<b>Place 4 – Ron Abruzzese</b>
<b>Place 2 – Kirsten Lynch</b>	<b>Place 5 – Jason Dishongh (Mayor Pro Tem)</b>
<b>Place 3 – Simon Garcia</b>	<b>Place 6 – David Siebold</b>
<b>City Manager – Kent Cagle</b>	

1. Open meeting, Invocation, Pledges of Allegiance
2. Roll Call
3. Staff Comments: Chief Minton presentation of the 2013 Police Dept. Annual Report
4. Citizen Comments: Three (3) minutes allowed per speaker  
***Please turn in speaker request form before the meeting begins.***
5. Proclamation designating March 2014 as “Keri’s Fairy Godmother Foundation” month in the City of Leander *Sponsored by Mayor Pro Tem Dishongh*
6. Proclamation designating March 2014 as “Women Veterans Month” in the City of Leander *Sponsored by Mayor Fielder*

**CONSENT AGENDA: ACTION**

7. Approval of the minutes: February 20, 2014
8. Dedication and Acceptance of Crystal Crossing, Phase 3 Subdivision Improvements
9. Dedication and Acceptance of Northside Meadow, Phases 1A and 1B
10. License Agreement for the installation and maintenance of irrigation within the City right-of-way

**PUBLIC HEARING**

11. Second 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

**PUBLIC HEARING: ACTION**

12. **Public Hearing** on Zoning Case # 14-Z-002: rezoning of three tracts of land located at 9450 RM 2243 for 9.889 acres, more or less from interim zoning SFR-1-B, Single Family Rural and HC-4-D, Heavy Commercial formally known as LI-4-D, Light Industrial to HC-4-D, Heavy Commercial, formally known as LI-5-D, Light Industrial, Leander Williamson County, Texas  
*Applicant: Sam LaRue on behalf of LaRue 2243 LP*

**Action** on Zoning Case # 14-Z-002: amending Ordinance #05-018, the Composite Zoning Ordinance for three tracts of land located at 9450 RM 2243, Leander, Williamson County, Texas

**REGULAR AGENDA**

- 13. 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 from LI-4-D, Light Industrial to PUD, Planned Unit Development, Leander, Williamson County, Texas
- 14. Consider an Ordinance of the City of Leander, Texas, amending the Annexation Plan to add a property to the Plan; providing for the amendment of the Annexation Plan; providing for annexations exempt from the Annexation Plan; and providing for related matters
- 15. Consider an Ordinance of the City of Leander, Texas, abandoning portions of Gabriel Street right-of-way and authorizing conveyance of said right-of-way to the abutting property owners in exchange for portions of vacated East Street right-of-way; making findings of fact; and providing for related matters
- 16. Consider acceptance of a grant from FEMA's Assistance to Firefighters Grants for the Leander Fire Department
- 17. Discussion and possible action regarding the marketing and branding of the Transit Oriented Development District (TOD)

**EXECUTIVE SESSION**

- 18. 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 legal issues related to the City providing water and sewer service within its city limits and ETJ and Chisholm Trail SUD's application to sell facilities and transfer CCN No. 11590 to the City of Georgetown
- 19. Reconvene into open session to take action regarding legal issues related to the City providing water and sewer service within its city limits and ETJ and Chisholm Trail SUD's application to sell facilities and transfer CCN No. 11590 to the City of Georgetown
- 20. Council Members Closing Statements
- 21. Adjournment

**CERTIFICATION**

This meeting will be conducted pursuant to the Texas Government Code Section 551.001 et seq. At any time during the meeting the Council reserves the right to adjourn into executive session on any of the above posted agenda items in accordance with the sections 551.071 [litigation and certain consultation with attorney], 551.072 [acquisition of interest in real property], 551.073 [contract for gift to city], 551.074 [certain personnel deliberations] or 551.076 [deployment/ implementation of security personnel or devices]. The City of Leander is committed to compliance with the American with Disabilities Act. Reasonable modifications and equal access to communications will be provided upon request. **Please call the City Secretary at 512/ 528-2743 for information.** Hearing impaired or speech disabled persons equipped with telecommunications devices for the deaf may call 512/ 528-2800. I certify that the above agenda for this Meeting of the City Council of the City of Leander, Texas, was posted on the bulletin board at City Hall, in Leander, Texas, on the 28th day of February, 2014 by 5:00 pm pursuant to Chapter 551 of the Texas Government Code.

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Debbie Haile TRMC, City Secretary

# COMMAND STAFF

# 2013 ANNUAL REPORT

## Highlights and Quick Review

- Ranked 65th in the Top 100 Safest Cities in America by NeighborhoodScout and 8th in the 50 Safest Cities in Texas by SafeWise, as determined from crime data published in the Federal Bureau of Investigation's annual Uniform Crime Report
- Developed 1-5-10 Strategic Plan to address the challenges presented by a growing community with changing service needs
- Expanded community services and public education programs by dedicating a full-time officer to these important crime prevention efforts
- Enhanced mobile investigation capabilities by dedicating and equipping a specialized crime scene evidence collection vehicle
- Leveraged the Crime Stoppers Grant opportunity to purchase body worn audio / video systems for School Resource Officers and a critical incident negotiations communication system
- Conducted a city-wide traffic compliance study and created the Traffic Enforcement and Management (T.E.A.M.) Unit to address local traffic problems and promote compliance with established laws in an effort to reduce collisions and increase traffic safety
- Standardized vehicle graphics to create a highly visible police fleet that aids in deterring crime and presents a more professional and recognizable public presence
- Successfully graduated the 12th Citizen Police Academy and the 1st Advanced Citizens Police Academy
- Assisted over 400 local families and 3000 children through our annual Blue Santa program
- Nationally recognized for participation in the 2013 National Night Out community building campaign that heightens crime prevention awareness and strengthens police and community partnerships
- Expanded digital citation and mobile data terminal capabilities, thereby improving data collection and increasing efficiency
- MADD (Mother Against Drunk Driving) recognized Officer John Carnley with a Commitment Hero Award for his ongoing commitment to DWI investigation and enforcement. Likewise the organization recognized Officer Jinger Fuller with the "Mitchie Mitchell" Commitment to Youth Award, which is presented to officers who exemplify a superior commitment to prevent underage drinking through education and enforcement
- Celebrated 35 years of service to the Leander community



**Greg Minton**  
Chief of Police



## A MESSAGE FROM THE CHIEF

I am pleased to present the Leander Police Department 2013 Annual Report to the members of our community. I am proud of the Department's performance during the past year. Although we experienced an expected increase in calls for police service, Leander remains one of the safest communities to live, work and play. This year we were pleased to be recognized by NeighborhoodScout, as the 65th safest city in America and the 8th safest city in Texas by SafeWise.

Since becoming your Chief of Police, I have dedicated myself to promoting our core values of Integrity, Respect and Dedication. In accordance with these guiding principles, the Leander Police Department has embraced the philosophy of "Service First," meaning that we will always strive to remain servants of the public that we protect. In 2013, our officers served the community in many different ways, including helping over 400 local families and 3000 children with our Blue Santa program.

Recruitment and retention remained a high priority for the department in 2013. The recruiting team did a great job of hiring highly qualified individuals to fill open positions in an effort to maintain staffing levels, as well as and hiring two new officer positions added to staff in October. These two positions will be dedicated to launching our Traffic Enforcement and Management (T.E.A.M.) Unit, which was created with the purpose of improving traffic safety, reducing collisions and encouraging compliance with established traffic laws. We expect to have the T.E.A.M. Unit fully operational by the Spring of 2014.

I want to express our appreciation to our City Manager, Kent Cagle, who has been steadfast in his support of public safety and we know it will remain one of his top priorities as the city continues to grow. We are also very thankful for Mayor Chris Fielder and the City Council members, for their strong support of law enforcement in this community.

As we begin a new year, one of our greatest challenges will be maintaining a high level of service in a rapidly growing city with expanding service demands. We will continue to work diligently to meet the needs and expectations of our community and to provide our community with unmatched police service.

I remain proud of my Department and proud to serve in the City of Leander.



**Greg Minton**  
Chief of Police

The Leander Police Department is a nationally accredited agency through the Commission on Accreditation for Law Enforcement Agencies (CALEA). CALEA was created in 1979 as a credentialing authority through the joint efforts of major law enforcement executive associations throughout the United States. The purpose of CALEA was to improve the delivery of public safety services, primarily by: maintaining a body of standards, developed by public safety practitioners, covering a wide range of up-to-date public safety initiatives; establishing and administering an accreditation process; and recognizing professional excellence.

The CALEA Accreditation Program provides law enforcement agencies with an opportunity to voluntarily demonstrate their adherence to an established set of professional standards and includes an external, objective evaluation of departmental operations that may assist with the identification of potential areas needing improvement. In addition to providing an opportunity for self-improvement, accreditation can instill a greater sense of confidence among departmental employees and the citizens of Leander, as well as our city leaders and the other agencies we work with.

Ultimately, the CALEA Accreditation Program promotes the efficient use of resources and seeks to improve service delivery to our community. To achieve "accredited" status, the Leander Police Department complied with more than 500 "best practice" standards established by CALEA for the operation of police organizations. The CALEA assessment team examined all aspects of the Department's policies and procedures, management, operations, and support services. The team will reassess the Department's status every three years. Participation in the CALEA process is voluntary, yet important. Participation assures the citizens of Leander that their police department is among the best in the nation.

Additional information on CALEA and the accreditation process is available at [www.calea.org](http://www.calea.org)



**Jeff Hayes**  
Assistant Chief



**Derral Partin**  
Lieutenant  
Uniform Operations  
Division



**Jackson Mitchell**  
Lieutenant  
Support Services  
Division



**Billy Fletcher**  
Lieutenant  
Criminal Investigations  
Division



Find us on **facebook**  
Leander Police Department or at Leander PIO

# DEPARTMENT OVERVIEW

The Leander Police Department is a full-service public safety agency that is committed to providing a wide range of police services to our community. The basic services provided by the department today are 24-hour uniform patrol services, criminal investigations, warrant division, 9-1-1 emergency communications and animal control. The Department also offers a variety of crime prevention programs, public education opportunities and collaborative partnerships with multiple stakeholders throughout Leander.

The Leander Police Department is committed to the "partnership based policing" philosophy as the fundamental manner in which we interact with the community and deliver police services. Partnership based policing refers to the dynamic and intimate relationship between the people of a community and their police. We cannot be everywhere at once, so we rely on these essential community partnerships to identify, prioritize, and solve contemporary problems such as crime, fear of crime, disorder and neighborhood problems, with the goal of improving the quality of life for all members of the Leander community.



The structure of the department is divided into four basic areas – those of command, patrol operations, criminal investigations and support services. The Command Staff consists of the Chief, Assistant Chief and three Lieutenants over Patrol, Criminal Investigations and Support Services. The command staff is charged with providing overall leadership and guidance to department operations, internal affairs, strategic and fiscal planning, policy initiation and oversight on general department concerns.

The Patrol Division is probably the most familiar and recognizable part of the police department, operating 24 hours a day, 7 days a week, 365 days a year. Patrol officers drive highly visible vehicles, which are equipped with the latest audio / video recording system, speed detection equipment, and communications / data technology allowing them to do their job more effectively and efficiently. Patrol officers are the department's first responders who provide proactive patrols and assistance to citizens in need.

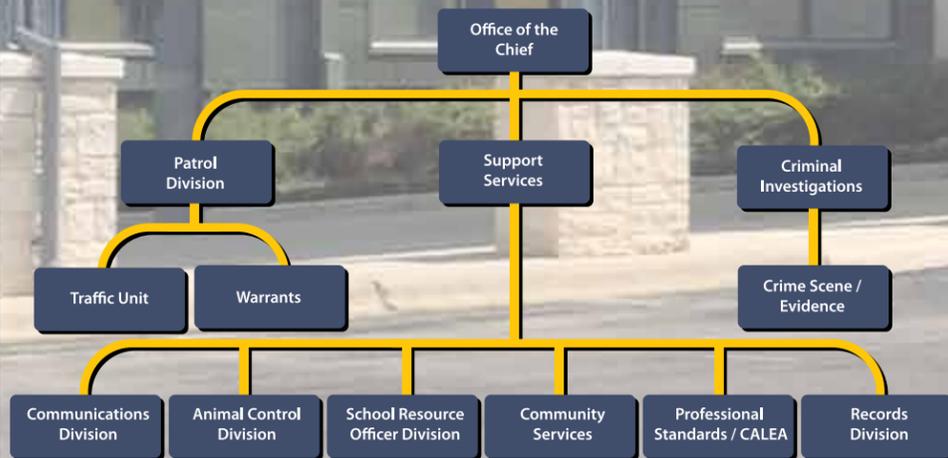


The Criminal Investigations Division (CID) conducts follow-up investigations into crimes against people and property. CID is comprised of detective sergeants, investigators, and the crime scene technician who work to discover evidence and witnesses to prepare cases for prosecution. This division is also responsible for investigating narcotics related activity, juvenile crime, sex offender registration, and maintaining criminal intelligence information.

The Support Services Division provides the most diverse department services, which include communications, community services, school resource officers, records management, animal control, CALEA accreditation, and a number of administrative services like recruiting, hiring, training, etc. Programs coordinated by Support Services include the Citizens Police Academy, Police Explorers and National Night Out, as well as many other crime prevention and community education programs.



## BASIC ORGANIZATIONAL STRUCTURE



### Other Police Department Units or Services

- H.R.T. (High Risk Team)
- C.N.T. (Crisis Negotiations Team)
- Honor Guard
- Field Training Officers
- Bicycle Officers
- Recruiting / Background Inv. Team
- Collision Reconstruction Team
- Intoxilyzer Operators
- Drug Recognition Experts
- Firearms Instructor Team
- Explorer Post Advisors

# 2013 QUICK STATS & FACTS

## CRIMINAL ACTIVITY

• Murder or Negligent Homicide:	0
• Sexual Assault:	3
• Other Sex Offenses:	13
• Robbery:	4
• Assault:	204
• Burglary:	44
• Theft:	279

(As reported in the Uniform Crime Report)

## GENERAL ACTIVITY

• Calls for Service:	26,242
• 9-1-1 Calls Received:	5,089
• False Alarm Calls:	719
• Suicide or Attempted Suicide:	10
• Suicidal Subject or Threat:	109
• Verbal Disturbances:	268
• Physical Disturbances:	56
• Noise Disturbances:	275
• Runaways / Missing Juvenile:	61
• Missing Persons - Adult:	6

## TRAFFIC ACTIVITY

• Total Contacts:	8732
• Total Citations:	4094
• Speeding Citations:	2436
• Non-speeding Citations:	1658
• Collisions Reported:	628
• Injury / Possible Injury Collisions:	105
• Fatality Collisions:	0
• DWI Related Collisions:	10
• DWI Arrests:	71
• DUI Citations (Juveniles):	2

## CRIMINAL ACTIVITY (Continued)

• Motor Vehicle Burglary:	52
• Motor Vehicle Theft:	15
• Arson Cases:	2
• Forgery / Counterfeiting:	14
• Criminal Mischief:	81
• Weapons Offenses:	11
• Narcotics Offenses:	132
• Public Intoxication:	17
• Felony Arrests (Adults):	77
• Misdemeanor (Adults):	370

## CRIMINAL INVESTIGATIONS ACTIVITY

• Cases Assigned:	249
• Cases Cleared:	163
• Cases Cleared / Warrant or Arrest:	64
• Cases Cleared / Closed:	77
• Cases Cleared / Unfounded:	11
• Cases Cleared / Inactive:	73
• CPS Reports Assigned:	253
• Evidence / Property Processed In:	946 pcs.
• Evidence / Prop. Processed Out:	713 pcs.

## TOP 10 TRAFFIC COLLISION ZONES

1. Heroes Way at 183A Toll
2. Hwy. 183 at Crystal Falls
3. Hwy. 183 at Old F.M. 2243 West
4. San Gabriel Parkway at 183A Toll
5. Bagdad Road at F.M. 2243
6. Hwy. 183 at Sonny Drive
7. F.M. 2243 at 183A Toll
8. Hwy. 183 at F.M. 2243
9. Bagdad Road at Crystal Falls Parkway
10. Hwy. 183 at San Gabriel Parkway

## CRIME PREVENTION QUICK TIPS

- Report suspicious vehicles and people.
- Mark your property with unique ID number.
- Register and use your security system.
- Avoid front porch deliveries when possible.
- Lock up and keep valuables out of sight.
- Improve lighting around your home.
- Park cars in garage and close the overhead door.
- Walk with a friend, not alone.
- Be aware of your surroundings.
- Teach your children "stranger awareness."

## ANIMAL CONTROL ACTIVITY

• Calls for Service:	1906
• Case Reports:	64
• Animal Bites Cases:	62
• Animal Welfare Cases:	1
• Animal Cruelty Cases:	1
• Cats Transported to W.C.R.A.S.:	160
• Dogs Transported to W.C.R.A.S.:	149
• Cats / Dogs Registered:	318

## TRAFFIC SAFETY TIPS

- Buckle-up! Use your safety restraints.
- Avoid phone use while driving and never text.
- Don't drive while impaired.
- Don't speed and follow traffic laws.
- Be aware of pedestrians, bikes, and motorcycles.
- Come to a full stop at red lights and stop signs.
- Keep your emotions in check - drive friendly.
- Keep a safe distance from the car in front of you.
- Familiarize yourself with the "Move Over" law.
- Drive smart - drive safe.

## COMMUNITY SERVICE PROGRAMS

- National Night Out - Annual Event
- Citizen's Police Academy
- Advanced Citizen's Police Academy
- Police Explorer Post #641
- Blue Santa
- Seniors and Law Enforcement Together (SALT)
- Trunk or Treat
- Public Education and Crime Prevention
- Department Tours
- Neighborhood Watch

## AWARDS & ACHIEVEMENTS

- Ranked 65th Safest City in U.S. (Neighborhood Scout)
- Ranked 8th Safest City in Texas (SafeWise)
- Nationally Recognized for N.N.O. 2013 Participation
- MADD Commitment Hero Award - Ofc. John Carnley
- MADD Commitment to Youth Award - Ofc. Jinger Fuller
- Chief's Award of Excellence - Ofc. Elizabeth Conrad
- Peer Award / Officer of the Year - Ofc. Woodson Blase
- Peer Award / Employee of the Year - Jean McCarthy
- Volunteer of the Year - Hector Trevino
- Explorer of the Year - Rebecca Soto

## TRAINING HIGHLIGHTS

- Annual Firearms Training & Qualifications
- Interactive Video Weapons Use Simulator
- Ethics & Professionalism
- Bias Based Profiling Prevention
- Domestic Violence Response
- Identifying At Risk Diabetic Drivers
- Helping Drivers with Alzheimer's
- Legal and Legislative Updates
- Alternative Response to Aggressive Dogs
- Emergency Management - Hazardous Situations





# PROCLAMATION



**WHEREAS**, on January 2, 2014, the Leander City Council voted unanimously to designate every month to support a Local Charity benefiting the citizens of Leander; and

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

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

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

**NOW, THEREFORE; the City of Leander does hereby proclaim March, 2014 as:**

## **“KERI’S FAIRY GODMOTHER FOUNDATION” MONTH**

**WHEREAS**, The main purpose of Keri’s Fairy Godmother Foundation is to make it possible for any young lady to attend any special formal event in style, with confidence and without the burden of expense; and

**WHEREAS**, Keri’s Fairy Godmother Foundation was started in March of 2006 from an ad posted in the want ads to help a friend’s daughter attend her prom; and

**WHEREAS**, Keri’s Fairy Godmother Foundation is a not-for-profit organization that seeks to identify girls and women in Austin and surrounding areas who, despite many hardships would like to attend a formal event but may not have the financial resources to do so; and

**WHEREAS**, Keri’s Fairy Godmother Foundation prides itself in helping build self esteem and making young ladies dreams come true.

Signed this 6th day of March 2014.

Attest:

\_\_\_\_\_  
Christopher Fielder, Mayor

\_\_\_\_\_  
Debbie Haile, City Secretary



# PROCLAMATION



**WHEREAS**, Today, women comprise approximately 15 percent of the military force in the United States; and

**WHEREAS**, Texas is the largest population of Women Veterans in the United States; and

**WHEREAS**, the Veterans Administration estimates that the number of Women Veterans will increase from 7.7 percent today to 10 percent of the Total Veteran population by 2020; and

**WHEREAS**, Women's achievements and contributions as military service personnel have not been widely recognized, documented, applauded or honored; and

**WHEREAS**, the Texas Veterans Commission (TVC) serves Texas Women Veterans by helping them to obtain their benefits and services; and

**WHEREAS**, the TVC has developed the Women Veterans Program with the mission to assist Women Veterans in Texas by helping them obtain their federal and state Veteran Services and Support and by coordinating supplemental services and support with local governments and community organizations; and;

**WHEREAS**, the TVC has set the following Goals for the Women Veterans Program:

- Coordinate support with Government and Non-Government Programs and Agencies in Texas
- Advocate Services for Women Veterans
- Raise Awareness of Veteran benefits and services to Women Veterans
- Increase support for Women Veterans throughout Texas and the United States; and

**WHEREAS**, to honor Women Veterans Month in Texas the TVC Women Veterans Initiative is hosting "Rock Your Camo for Women Veterans" 5K March on March 8, 2014.

**NOW, THEREFORE**, I, Mayor Christopher Fielder and the Leander City Council, in recognition of the importance of Women Veterans, do hereby proclaim March, 2014 to be

## **"WOMEN VETERANS MONTH"**

in Leander, Williamson County, Texas and urge all citizens to show their support for women who have volunteered and successfully served in the US Military, Reserves, and/or National Guard, in defense of our nation.

**IN TESTIMONY WHEREOF**, I have hereunto affix my signature this 6th day of March, 2014.

Attest:

\_\_\_\_\_  
Christopher Fielder, Mayor

\_\_\_\_\_  
Debbie Haile, City Secretary



**MINUTES  
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

**Mayor Fielder opened the meeting at 7:00 p.m. and welcomed those in attendance**

**Mayor Fielder delivered the invocation**

2. Roll Call

**All present**

3. Staff Comments: **Eric Zeno, Economic Development Manager presented council with three Paintings donated by the Green Door, Ashli Williamson, and told Council about the success of the First Annual Black History Month Celebration**

**Tanya Clawson with Clawson Disposal gave an update on the new recycling bins for the City**

**Mayor Fielder recognized Jason Nicholson with Congressman Carter's office**

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

**Diane Terrell with Davis Kinard & Co gave the presentation to the Council**

**Motion made by Council Member Navarrette to accept the Financial Report. Second by Council Member Siebold. Motion passes, all voting "aye"**

**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

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

**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

**Tom Yantis, Director of Development Services explained**

**No speakers**

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**

**Mayor Fielder announced that this item has been postponed**

**Tom Yantis, Director of Development Services informed council this item will be back on the April 3 and April 17 council agenda**

**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  
**Wayne Watts, City Engineer explained**

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

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

## 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

**Tom Yantis, Director of Development Services explained**

**Motion made by Mayor Fielder to table this item until the March 6, 2014 meeting. Second by Mayor Pro Tem Dishongh. Motion passes, all voting "aye"**

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

**Tom Yantis, Director of Development Services explained**

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

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

**Tom Yantis, Director of Development Services explained**

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

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

**Tom Yantis, Director of Development Services explained**

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

21. Consider Standard Professional Services Agreement and Task Order HWL-1 with H.W. Lochner, Inc. for Professional Services for Bagdad Road North Improvements

**Wayne Watts, City Engineer explained**

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

22. Consider an application for permit to operate a taxi cab in the City of Leander

**Kent Cagle, City Manager explained**

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

23. Council Members Closing Statements

**Council Members gave their closing statements**

24. Adjournment

**With there being no further business, the meeting adjourned at 7:50 p.m.**

Attest:

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Christopher Fielder, Mayor

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Debbie Haile, TRMC – City Secretary



**Executive Summary**

**March 6, 2014**

**Council Agenda Subject:** Consider Dedication and Acceptance of Crystal Crossing, Phase 3 Subdivision Improvements.

**Background:** The subdivision infrastructure improvements required for Crystal Crossing, Phase 3, have been installed, inspected, and found to be satisfactorily completed. All documentation required for acceptance of the subdivision has been received, including record drawings, statement 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, affidavit of all bills paid, and a two-year term Maintenance Bond. The Maintenance Bond will commence its two year term upon City Council acceptance, as anticipated, on March 6, 2014, which will provide warranty and maintenance coverage for the infrastructure improvements through March 6, 2016. The Engineering Department will perform a formal inspection of the improvements approximately 30 days prior to the expiration of the Maintenance Bond to assure that any defects in materials, workmanship, or maintenance are corrected prior to expiration of the bond.

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

**Financial Consideration:** N/A

**Recommendation:** Staff recommends City Council's formal acceptance of the subdivision infrastructure improvements for Crystal Crossing, Phase 3.

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

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

**ENGINEER'S CONCURRENCE LETTER  
FOR FINAL INSPECTION AND ENGINEERING RELEASE**

**Date:** January 30, 2014  
**Project Name:** Crystal Crossing Subdivision Improvements – Phase 3

On this date, March 15, 2013, I, the undersigned professional engineer made a final visual inspection of the above referenced project. I also have visited the site during construction and observed that the site grading, drainage structures and filtration pond were constructed per the approved plans, with insignificant deviation. I, therefore, verify the adequate completion of the project as per the As-built project plans.

Signature:



By: \_\_\_\_\_  
Steven L Ihnen, P.E.  
Texas Registration Number – 81976  
TBPE Firm #F-630

MAINTENANCE BOND  
BOND NO: HSIFSU0533922  
Subdivision Improvements

THE STATE OF TEXAS           §

COUNTY OF WILLIAMSON       §

KNOW ALL BY THESE PRESENTS, that JKB Construction Company, LLC. as Principal, whose address is 350 N. Bagdad Rd., Leander, Texas 78641 and International Fidelity Insurance Company, a Corporation organized under the laws of the State of New Jersey, and duly authorized to do business in the State of Texas, as Surety, are held and firmly bound unto the City of Leander, Texas as Obligee, in the penal sum of Fifty Four Thousand Eighty Dollars and Thirty Five Cents (\$54,080.35) 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 Crystal Crossing Phase 3 – 67 Lots, Street, Drainage, Water, Wastewater, Lot Clearing, Trash Haul Off, and Swale 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 29<sup>TH</sup> day of JANUARY, 2014.

JKB Construction Company, LLC

International Fidelity Insurance Company

Principal

Surety

By: 

By: 

Title: President

Title: Attorney-In-Fact

Address: 350 N. Bagdad Rd

Address: 10077 Grogans Mill Road, Ste. 260

Leander, Tx 78641

The Woodlands, TX 77380

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

Insurance Network of Texas

143 E. Austin, Giddings, TX 78942

(Seal)

# POWER OF ATTORNEY

## INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

**KNOW ALL MEN BY THESE PRESENTS:** That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY, a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

CRAIG T. PARKER, ROBERT JAMES NITSCHKE, DAVID P. FERGUSON, ROBERT K. NITSCHKE,  
NINA K. SMITH, VIOLET J. FROSCH, GARY A. NITSCHKE, KENNETH NITSCHKE

Giddings, TX.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents; shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

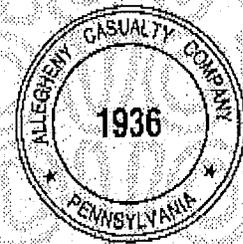
"RESOLVED, that (1) the President, Vice President, Executive Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 12th day of March, 2012.



STATE OF NEW JERSEY  
County of Essex

ROBERT W. MINSTER  
Executive Vice President/Chief Operating Officer  
(International Fidelity Insurance Company)  
and President (Allegheny Casualty Company)



On this 12th day of March 2012, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Mar. 27, 2014

### CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 29th day of January, 2014

MARIA BRANCO, Assistant Secretary

**IMPORTANT NOTICE**

**TO OBTAIN INFORMATION OR MAKE A COMPLAINT:**

You may call International Fidelity Insurance Company's toll-free telephone number for information or to make a complaint at:

**800-333-4167**

You may also write to International Fidelity Insurance Company at:

**Attn: Claims Department  
One Newark Center, 20<sup>th</sup> Floor  
Newark, NJ 07102**

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

**800-252-3439**

You may write the Texas Department of Insurance at:

**P.O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 475-1771  
Web: <http://www.tdi.state.tx.us>  
E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)**

**PREMIUM OR CLAIM DISPUTES:**

Should you have a dispute concerning your premium or about a claim you should contact your Agent or International Fidelity Insurance Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

**ATTACH THIS NOTICE TO YOUR BOND.**

This notice is for information only and does not become a part or a condition of the attached document and is given to comply with Texas legal and regulatory requirements.

**International Fidelity Insurance Company**  
One Newark Center – 20<sup>th</sup> Floor  
Newark, NJ 07102  
(800) 333-4167



**BOND RIDER**

To be attached to and form a part of Bond No HSIFSU0633063, dated January 29<sup>th</sup>, 2014 for JKB Construction Company, LLC., as Principal, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as Surety, in favor of City of Leander, Texas, as Obligee.

It is understood and agreed that the bond is changed or revised as indicated below:

\_\_\_\_\_ Name of Principal changed to: \_\_\_\_\_

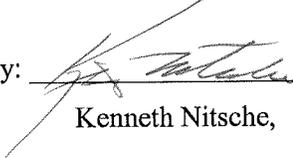
Amount of Bond changed from \$54,080.35 to \$ 83,723.51

\_\_\_\_\_ Other

Said bond shall be subject to all its terms, conditions and limitations, except as herein expressly modified. This bond Rider shall become effective as of January 29<sup>th</sup>, 2014 IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY has caused its corporate seal to be hereunto affixed this 12th day of February, 2014.

**INTERNATIONAL FIDELITY INSURANCE COMPANY**

By: \_\_\_\_\_

  
Kenneth Nitsche, Attorney-in-Fact

# POWER OF ATTORNEY

## INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY, a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

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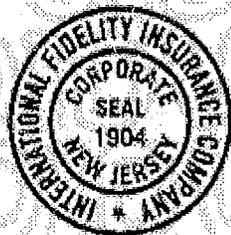
Giddings, TX.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

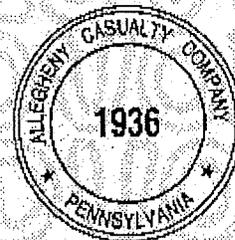
"RESOLVED, that (1) the President, Vice President, Executive Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents, with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents, on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 12th day of March, 2012.



STATE OF NEW JERSEY  
County of Essex

ROBERT W. MINSTER  
Executive Vice President/Chief Operating Officer  
(International Fidelity Insurance Company)  
and President (Allegheny Casualty Company)



On this 12th day of March 2012, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies:

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Mar. 27, 2014

### CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 12th day of February, 2014

MARIA BRANCO, Assistant Secretary

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E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)**

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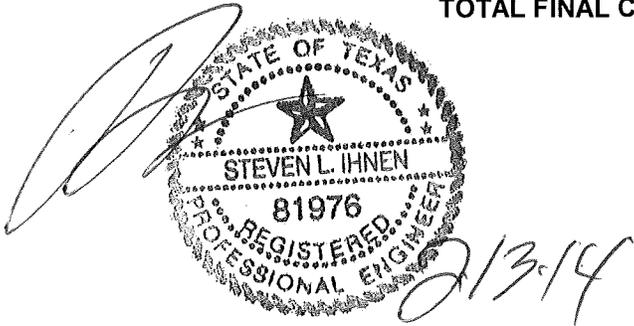
CRYSTAL CROSSINGS PHASE 3B  
KB HOME LONE STAR, INC  
FINAL COSTS AND QTYS

<b>STREETS</b>				
CLEARING & GRUBBING	2.97	3,010.00	\$	8,939.70
STRIP AND STOCKPILE TOPSOIL	1550	4.15	\$	6,432.50
EXCAVATION (ROW)	1803	8.80	\$	15,866.40
EMBANKMENT (ROW)	2393	6.60	\$	15,793.80
HAUL OFF EXCESS SPOILS	1	28,000.00	\$	28,000.00
REMOVE EXISTING BERM/STOCKPILE	1	20,000.00	\$	20,000.00
SUBGRADE PREPARATION	9197	1.80	\$	16,554.60
8" CRUSHED LIMESTONE BASE	9197	6.45	\$	59,335.48
1.5" HMAC	6623	8.45	\$	55,964.35
CURB & GUTTER	3728	11.60	\$	43,244.80
4' SIDEWALKS	30	22.00	\$	660.00
CURB RAMPS	6	975.00	\$	5,850.00
REMOVE EXISTING BARRICADE	2	250.00	\$	500.00
SAW CUT EXISTING ASPHALT	60	7.00	\$	420.00
STREET & STOP SIGN/BAR	3	600.00	\$	1,800.00
STREET SIGNS	2	260.00	\$	520.00
CONCRETE VALLEY GUTTER	3	3,630.00	\$	10,890.00
BARRICADES	1	1,000.00	\$	1,000.00
STAKING	3728	1.25	\$	4,660.00
<b>SUB-TOTAL</b>				<b>\$ 296,431.63</b>
<b>DRAINAGE AND GRADING</b>				
CONNECT TO EXISTING RCP	2	500.00	\$	1,000.00
18" RCP	250	34.00	\$	8,500.00
24" RCP	277	43.25	\$	11,980.25
30" RCP	599	57.00	\$	34,143.00
36" RCP	760	77.00	\$	58,520.00
42" RCP	460	103.00	\$	47,380.00
INLETS-10 FOOT	5	3,500.00	\$	17,500.00
INLETS-20 FOOT	3	8,100.00	\$	24,300.00
3X3 GRATE INLETS	5	1,400.00	\$	7,000.00
4X4 AREA INLET	2	2,700.00	\$	5,400.00
4X4 JUNCTION BOX	4	3,400.00	\$	13,600.00
5X5 JUNCTION BOX	1	6,000.00	\$	6,000.00
ADJUST MANHOLE TO GRADE	5	500.00	\$	2,500.00
STAKING	2346	1.25	\$	2,932.50
TRENCH SAFETY	2346	1.00	\$	2,346.00
<b>SUB-TOTAL</b>				<b>\$ 243,101.75</b>

CRYSTAL CROSSINGS PHASE 3B  
KB HOME LONE STAR, INC  
FINAL COSTS AND QTYS

<b>Water</b>				
8" WET CONNECTION	2	1,000.00	\$	2,000.00
8" PVC C900	1981	25.00	\$	49,525.00
6" DIP FIRE LEAD	60	40.00	\$	2,400.00
5-1/4" FIRE HYDRANT	5	2,605.00	\$	13,025.00
8" GATE VALVE	5	1,095.00	\$	5,475.00
6" GATE VALVE	5	885.00	\$	4,425.00
DOUBLE SERVICE 19LD-11SD	30	1,115.00	\$	33,450.00
SINGLE SERVICE 1LS-4SS	5	845.00	\$	4,225.00
TEMPORARY BLOWOFFS	1	850.00	\$	850.00
ADJUST VALVE CASTINGS	10	300.00	\$	3,000.00
TESTING	2041	1.00	\$	2,041.00
STAKING	2041	1.25	\$	2,551.25
TRENCH SAFETY	2041	1.00	\$	2,041.00
<b>SUB-TOTAL</b>			<b>\$</b>	<b>125,008.25</b>
<b>WasteWater</b>				
8" PVC SDR26 0-8	1481	28.50	\$	42,208.50
8" PVC SDR26 8-10	405	29.10	\$	11,785.50
MANHOLES	14	3,400.00	\$	47,600.00
EXTRA MANHOLE DEPTH	7	300.00	\$	2,100.00
DOUBLE SERVICE 14LD-15SD	29	1,020.00	\$	29,580.00
SINGLE SERVICE 4LS-3SS	7	840.00	\$	5,880.00
CONNECT TO EXISTING 8" PVC	2	450.00	\$	900.00
CONCRETE ENCASEMENT	50	47.00	\$	2,350.00
STAKING	1886	1.25	\$	2,357.50
ADJUST MANHOLE CASTINGS	14	500.00	\$	7,000.00
TESTING	1886	1.00	\$	1,886.00
TRENCH SAFETY	1886	1.00	\$	1,886.00
<b>SUB-TOTAL</b>			<b>\$</b>	<b>155,533.50</b>
<b>Erosion</b>				
REVEGETATION	1	5,000.00	\$	5,000.00
SCE	1	1,000.00	\$	1,000.00
SILT FENCE	1949	2.00	\$	3,898.00
ROCK BERM	100	17.50	\$	1,750.00
TREE PROTECTION	1544	3.00	\$	4,632.00
INLET PROTECTION	11	80.00	\$	880.00
<b>SUB-TOTAL</b>			<b>\$</b>	<b>17,160.00</b>

**TOTAL FINAL COSTS AND QTYS \$ 837,235.13**



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

STATE OF TEXAS '  
COUNTY OF WILLIAMSON '

Date: February 19, 2014

Owner: KB HOME LONE STAR INC.

Contractor/Material  
Provider ("Affiant"): JKB CONSTRUCTION COMPANY LLC

Project : CRYSTAL CROSSING PHASE 3-67 LOTS

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.

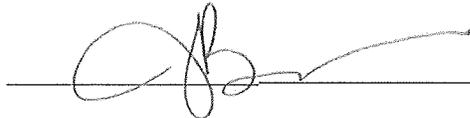
In addition to the foregoing, Affiant acknowledges and certifies that Affiant has paid all laborers, subcontractors, materialmen, and all other persons or parties who have provided labor or materials through, for, or on behalf of the Affiant to the above-noted construction project.

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 19th day of February, 2014.

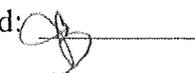
**AFFIANT:**

Signature: \_\_\_\_\_



Typed Name: Justin K. Byrn

Title: President – JKB Construction Co LLC

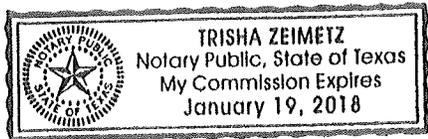
Initialed: 

STATE OF TEXAS '  
COUNTY OF WILLIAMSON '

BEFORE ME the undersigned authority on this day personally appeared Justin K. Byrn 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 19th day of February, 2014.

[S E A L]



A handwritten signature in cursive script that reads "Trisha Zeimet". The signature is written over a horizontal line.

Notary in and for the State of Texas

Name: TRISHA ZEIMETZ

My commission expires: 01-19-2018

Initialed: \_\_\_\_\_



**Executive Summary**

**March 6, 2014**

**Council Agenda Subject:** Consider Dedication and Acceptance of Northside Meadow, Phases 1A and 1B

**Background:** The subdivision infrastructure improvements required for Northside Meadow, Phases 1A and 1B, have been installed, inspected, and found to be satisfactorily completed. All documentation required for acceptance of the subdivision has been received, including record drawings, statement 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, affidavit of all bills paid, and a two-year term Maintenance Bond. The Maintenance Bond will commence its two year term upon City Council acceptance, as anticipated, on March 6, 2014, which will provide warranty and maintenance coverage for the infrastructure improvements through March 6, 2016. The Engineering Department will perform a formal inspection of the improvements approximately 30 days prior to the expiration of the Maintenance Bond to assure that any defects in materials, workmanship, or maintenance are corrected prior to expiration of the bond.

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

**Financial Consideration:** N/A

**Recommendation:** Staff recommends City Council's formal acceptance of the subdivision infrastructure improvements for Northside Meadow, Phases 1A and 1B.

**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



MAINTENANCE BOND  
Subdivision Improvements

Bond No. 1959438

THE STATE OF TEXAS           §

COUNTY OF WILLIAMSON       §

KNOW ALL BY THESE PRESENTS, that DNT Construction, LLC as Principal, whose address is 2300 Picadilly Dr., Round Rock, TX 78664, and The Hanover Insurance Company, a Corporation organized under the laws of the State of New Hampshire, and duly authorized to do business in the State of Texas, as Surety, are held and firmly bound unto the **City of Leander, Texas** as Obligee, in the penal sum of (\$357,985.59) Three Hundred Fifty Seven Thousand Nine Hundred Eighty Five & 59/100's Dollars 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 Northside Meadow 1A & 1B (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 21st day of February, 2014 .

DNT Construction, LLC  
Principal

The Hanover Insurance Company  
Surety

By: 

By: 

Title: Dean Tomme, Vice president

Title: John W. Schuler, Attorney-in-Fact

Address: \_\_\_\_\_

Address: \_\_\_\_\_

2300 Picadilly Dr.  
Round Rock, TX 78664

10375 Richmond Ave, Ste. 1050  
Houston, TX 77042

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

Time Insurance Agency, Inc.

1405 E. Riverside Drive, Austin, TX 78741

(Seal)

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

POWERS OF ATTORNEY  
CERTIFIED COPY

Bond Number: 1959438

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

John W. Schuler, Tom Mulanax, Stephen R. Smith, Thomas X Brewka and/or Walter E. Benson, Jr.

of Austin, TX and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

Any such obligations in the United States, not to exceed Ten Million and No/100 (\$10,000,000) in any single instance

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

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

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 19th day of August 2013.



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

  
Robert Thomas, Vice President

  
Joe Brenstrom, Vice President

THE COMMONWEALTH OF MASSACHUSETTS )  
COUNTY OF WORCESTER ) ss.

On this 19th day of July 2013 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.

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

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

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

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

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

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 21st day of Feb 2014.

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

  
Glenn Margosian, Vice President



**IMPORTANT NOTICE**

To obtain information or make a complaint:  
You may call The Hanover Insurance Company/Citizens Insurance Company of America's toll-free telephone number for information or to make a complaint at:

**1-800-608-8141**

You may also write to The Hanover Insurance Company/Citizens Insurance Company of America at:

440 Lincoln Street  
Worcester, MA 01615

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

**1-800-252-3439**

You may write the Texas Department of Insurance:

P. O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 475-1771  
Web: <http://www.tdi.state.tx.us>  
E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

**PREMIUM OR CLAIM DISPUTES:**

Should you have a dispute concerning your premium or about a claim you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

**ATTACH THIS NOTICE TO YOUR POLICY:** This notice is for information only and does not become a part or condition of the attached document.

**AVISO IMPORTANTE**

Para obtener informacion o para someter una queja:  
Usted puede llamar al numero de telefono gratis de The Hanover Insurance Company/Citizens Insurance Company of America's para informacion o para someter una queja al:

**1-800-608-8141**

Usted tambien puede escribir a The Hanover Insurance Company/Citizens Insurance Company of America al:

440 Lincoln Street  
Worcester, MA 01615

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

**1-800-252-3439**

Puede escribir al Departamento de Seguros de Texas:

P. O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 475-1771  
Web: <http://www.tdi.state.tx.us>  
E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

**DISPUTAS SOBRE PRIMAS O RECLAMOS:**

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

**UNA ESTE AVISO A SU POLIZA:** Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

Doucet & Associates, Inc.  
7401 B Hwy 71 W., Suite 160  
Austin , Texas 78735 (512) 583-2600

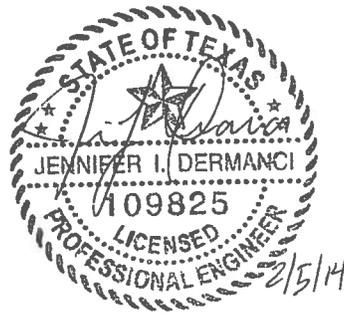
2/4/2013  
Northside Meadow

1208-002

**Engineer Estimate**

**PHASE 1**

<b>ONSITE - 1B</b>	\$	1,425,072
<b>W. BROADE (ONSITE) - 1A1</b>	\$	1,459,199
<b>W. BROADE (OFFSITE) &amp; W. METRO - 1A2 &amp; 1A3</b>	\$	695,585
<b>SUBTOTAL</b>	\$	3,579,856
<b>CITY REVIEW FEE (3.5% of Total Construction Cost)</b>	\$	125,295
<b>Previously Paid</b>	\$	87,895
<b>TOTAL DUE</b>	\$	37,400





STATE OF TEXAS ' ,

COUNTY OF Travis ' ,

BEFORE ME the undersigned authority on this day personally appeared Duane McGlaulin 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 26 day of FEB 2014

[S E A L]



Ashley K. Mahlke  
Notary in and for the State of Texas

Name: Ashley K. Mahlke

My commission expires:  
June 16, 2014

Initialed: \_\_\_\_\_



**Executive Summary**

**March 06, 2014**

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**Agenda Subject:** Consideration of a License Agreement for the installation and maintenance of irrigation within the City right-of-way.

**Background:** The Hawkes Landing Residential Community has requested a license agreement to allow them to install and maintain the irrigation within City right-of-way of Sterling Ridge Drive as shown in the attached exhibits.

**Origination:** Applicant: Chris Fields (Land Development Manager, Buffington Capital Holdings LLC) on behalf of the Hawkes Landing Residential Community.

**Financial Consideration:** None

**Recommendation:** Staff recommends approval of the proposed license agreement

**Attachments:**  
1. License Agreement  
2. Exhibits

**Prepared By:** Tom Yantis, AICP  
Development Services Director

02/26/2014

## **LICENSE AGREEMENT**

The City of Leander, Texas a municipal corporation and political subdivision of the State of Texas situated in Williamson County, Texas (“the City” or “Licensor”), and the Hawkes Landing Residential Community, Inc., a Texas non-profit corporation, (“Licensee”) enter into this License Agreement (“Agreement”) on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, upon the terms and conditions set forth below.

**I. PURPOSE OF LICENSE AGREEMENT.** The City grants to Licensee permission to use the licensed property for the following purposes only:

Construction, installation, and maintenance of the following improvements for the Hawkes Landing Subdivision (the “Subdivision”) located in the rights-of-way of Sterling Ridge Drive, Leander, Williamson County, Texas being: 4-inch C900 PVC pipe irrigation main and four (4) Schedule 40 PVC sleeves; hereinafter referred to as the “Improvements”. The locations of the rights-of-way containing the Improvements are more particularly shown in Exhibit “A” attached hereto and incorporated herein for all purposes.

The above-described properties, hereinafter referred to as the “licensed property”, are further shown in Exhibit “A” attached to this Agreement and incorporated by reference for all purposes.

The City makes this grant solely to the extent of its right, title and interest in the licensed property, without any express or implied warranties.

Licensee agrees that: (A) the construction of the Improvements permitted by this Agreement shall be done in compliance with all applicable City, County, State and/or Federal laws, ordinances, regulations and policies now existing or later adopted; (B) that all construction and installation of the Improvements will be completed in a timely manner without delay; (C) the Licensee will construct the Improvements according to plans filed with the City. Any changes in construction will be approved by the City; and (D) any Improvements located in the City’s right-of-way shall be subject to City approval prior to placement and installation. Any provision herein to the contrary notwithstanding, Licensee shall be liable for, and shall indemnify and hold the City harmless from all damages, causes of action, and claims arising out of or in connection with Licensee's installation, operation, maintenance or removal of the improvements permitted under this Agreement.

**II. FEE.** No annual fee shall be due in connection with this Agreement.

**III. THE CITY'S RIGHTS TO LICENSED PROPERTY.** This Agreement is expressly subject and subordinate to the present and future right of the City, its successors, assigns, lessees, grantees, and Licensees, to construct, install, establish, maintain, use, operate, and renew any public utilities facilities, franchised public utilities, rights-of-way, roadways, or streets on, beneath, or above the surface of the licensed property.

Said uses of the licensed property by the City are permitted even though such use may substantially

interfere with or destroy Licensee's use of the licensed property, or the Improvements. In case of a declared emergency, damage to or destruction of Licensee's property shall be at no charge, cost, claim, or liability to the City, its agents, contractors, officers, or employees.

Notwithstanding any provisions in this Agreement to the contrary, the City retains the right to enter upon the licensed property, at any time and without notice, assuming no obligation to Licensee, to remove any of the licensed improvements or alterations thereof whenever such removal is deemed necessary for: (a) exercising the City's rights or duties with respect to the licensed property; (b) protecting persons or property; or (c) the public health or safety with respect to the licensed property.

**IV. INSURANCE.** Licensee shall, at its sole expense, provide a commercial general liability insurance policy, written by a company acceptable to the City and licensed to do business in Texas, with a combined single limit of not less than \$600,000.00, which coverage may be provided in the form of a rider and/or endorsement to a previously existing insurance policy. Such insurance coverage shall include the City as an additional-insured. This insurance coverage shall cover all perils arising from the activities of Licensee, its officers, employees, agents, or contractors, relative to this Agreement, or otherwise within the public right-of-way and property within the licensed area. Licensee shall be responsible for any deductibles stated in the policy. A certificate of insurance evidencing such coverage shall be delivered to the City Secretary of the City within thirty (30) days of the effective date of this Agreement.

Licensee shall not cause any insurance to be canceled nor permit any insurance to lapse. All insurance certificates shall include a clause to the effect that the policy shall not be canceled, reduced, restricted or otherwise limited until forty-five (45) days after the City has received written notice as evidenced by a return receipt of registered or certified mail.

**V. INDEMNIFICATION.** Licensee shall indemnify, defend, and hold harmless the City and its officers, agents and employees against all claims, suits, demands, judgments, expenses, including attorney's fees, or other liability for personal injury, death, or damage to any person or property which arises from or is in any manner caused by the Licensee's construction or maintenance of the Improvements or use of the licensed property. This indemnification provision, however shall not apply to any claims, suits, damage, costs, losses, or expenses arising solely from the negligent or willful acts of the City; provided that for the purposes of the foregoing, the City's act of entering into this Agreement shall not be deemed to be a "negligent or willful act."

## **VI. CONDITIONS.**

A. Licensee's Responsibilities. Licensee will be responsible for any damage to or repair of the Improvements. Further, Licensee shall reimburse the City for all costs of replacing or repairing any property of the City or of others which was damaged or destroyed as a result of activities under this Agreement by, or on behalf of, Licensee.

B. Maintenance. Licensee shall maintain the licensed property and the Improvements in good condition and making any necessary repairs to the Improvements at its expense.

C. Modification of Improvements. Licensee agrees that modification of the Improvements shall be at Licensee's expense. Licensee shall obtain the proper permits prior to modification of the Improvements, which shall be at Licensee's sole discretion, except where otherwise provided by this Agreement. This Agreement, until its expiration or revocation, shall run as a covenant with the land, and the terms and conditions of this Agreement shall be binding on the grantees, successors and assigns of Licensee. Licensee shall cause any immediate successors-in-interest to have actual notice of this Agreement.

D. Default. In the event that Licensee fails to maintain the licensed property or otherwise comply with the terms or conditions as set forth herein, then the City shall give Licensee written notice thereof, by registered or certified mail, return receipt requested, to the address set forth below. Licensee shall have thirty (30) days from the date of receipt of such notice to take action to remedy the failure complained of, and, if Licensee does not satisfactorily remedy the same within the thirty (30) day period, the City may terminate this Agreement.

**Licensee Address**

Hawkes Landing Residential Community, Inc.  
c/o BLG Hawkes, LLC  
8601 FM 2222, Bldg. 1, Suite 150  
Austin, TX 78730

**Licensor Address**

City of Leander  
Attention: City Manager  
P.O. Box 319  
Leander, Texas 78641

**VII.COMMENCEMENT AND TERMINATION.** This Agreement shall begin with the effective date and continue thereafter for so long as Licensee is constructing or maintaining the Improvements as set forth herein. If Licensee abandons construction or maintenance of all or any part of the Improvements or licensed property as set forth in this Agreement, then this Agreement, shall expire and terminate following thirty (30) days written notice to the Licensee if such abandonment has not been remedied by the Licensee within such period. The City shall thereafter have the same complete title to the licensed property so abandoned as though this Agreement had never been made and shall have the right to enter the licensed property and terminate the rights of Licensee, its successors and assigns hereunder. All installations of Licensee not removed shall be deemed property of the City as of the time abandoned.

**VIII. TERMINATION.**

A. Termination by Licensee. This Agreement may be terminated by Licensee by delivering written notice of termination to the City not later than thirty (30) days before the effective date of termination. If Licensee so terminates, then it shall remove all installations, other than the Improvements, that it made from the licensed property within the thirty (30) day notice period at its sole cost and expense. Failure to do so shall constitute a breach of this Agreement.

B. Termination by City. Subject to prior written notification to Licensee or its successor-in-interest, this Agreement is revocable by the City if:

1. The licensed improvements, or a portion of them, interfere with the City's right-of-way;

2. Use of the right-of-way area becomes necessary for a public purpose;
3. The Improvements, or a portion of them, constitute a danger to the public which the City deems not be remediable by alteration or maintenance of such Improvements;
4. Despite thirty (30) days written notice to Licensee, maintenance or alteration necessary to alleviate a danger to the public has not been made; or
5. Licensee fails to comply with the terms and conditions of this Agreement including, but not limited to any insurance or license fee requirements specified herein.

**IX. EMINENT DOMAIN.** If eminent domain is exerted on the licensed property by paramount authority, then the City will, to the extent permitted by law, cooperate with Licensee to effect the removal of Licensee's affected installations and improvements thereon, at Licensee's sole expense. Licensee shall be entitled to retain all monies paid by the condemning authority to Licensee for Licensee's installations taken, if any.

**X. INTERPRETATION.** Although drawn by the City, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against either party.

**XI. APPLICATION OF LAW.** This Agreement shall be governed by the laws of the State of Texas. If the final judgment of a court of competent jurisdiction invalidates any part of this Agreement, then the remaining parts shall be enforced, to the extent possible, consistent with the intent of the parties as evidenced by this Agreement.

**XII. VENUE.** Venue for all lawsuits concerning this Agreement will be in the Williamson County, Texas.

**XIII. COVENANT RUNNING WITH LAND; WAIVER OF DEFAULT.** This Agreement and all of the covenants herein shall run with the land; therefore, the conditions set forth herein shall inure to and bind each party's successors and assigns. Either party may waive any default of the other at any time, without affecting or impairing any right arising from any subsequent or other default.

**XIV. ASSIGNMENT; HOMEOWNER'S ASSOCIATION.** (a) Licensee shall not assign, sublet or transfer its interest in this Agreement without the written consent of the City, which consent shall not be unreasonably withheld.

(b) The City Manager may approve an assignment, sublease, or transfer of interest in this Agreement to a home owner's association for the Subdivision (the "HOA") that meets the requirements of this paragraph. The HOA must have been legally established; maintenance obligations for the Improvements must have been assigned to the HOA; and the HOA must have a binding, continuing responsibility for the maintenance and operation of the Improvements and shall establish adequate funding for such maintenance and operation. The HOA's maintenance

obligation shall be noted on the plat for the Subdivision and in the restrictive covenants filed of record for the Subdivision in a form that is acceptable to the City. The restrictive covenants shall provide for a monthly or annual assessment sufficient to fund the maintenance and operation of the Improvements, shall give the City the authority to judicially enforce the covenants requiring adequate assessments to be made and collected and the streets to be maintained and repaired; and shall provide for the City to recover any attorney's fees and expenses incurred in judicial enforcement; provided that nothing herein shall obligate the City to maintain and repair the Improvements. This Agreement may not be assigned, sublet, or transferred until the Licensee or the HOA submits proof to the City of compliance with this paragraph and the insurance requirements under this Agreement. Subject to compliance with this paragraph and the insurance requirements set forth herein, if any, Licensee shall furnish to the City a copy of any such assignment or transfer of any of Licensee's rights in this Agreement, including the name, address, and contact person of the assignee, along with the date of assignment or transfer.

**ACCEPTED**, this the \_\_\_\_ day of \_\_\_\_\_, 2014.

**LICENSOR: CITY OF LEANDER, TEXAS**

By: \_\_\_\_\_  
Name: Kent Cagle  
Title: City Manager

**LICENSEE: HAWKES LANDING RESIDENTIAL COMMUNITY, INC.**

By: \_\_\_\_\_  
Name: Chris L. Fields  
Title: President

**THE STATE OF TEXAS           §**  
**COUNTY OF WILLIAMSON       §**

This instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 2014,  
by Kent Cagle, City Manager for the City of Leander, Texas, on behalf of the City.

\_\_\_\_\_  
Notary Public - State of Texas

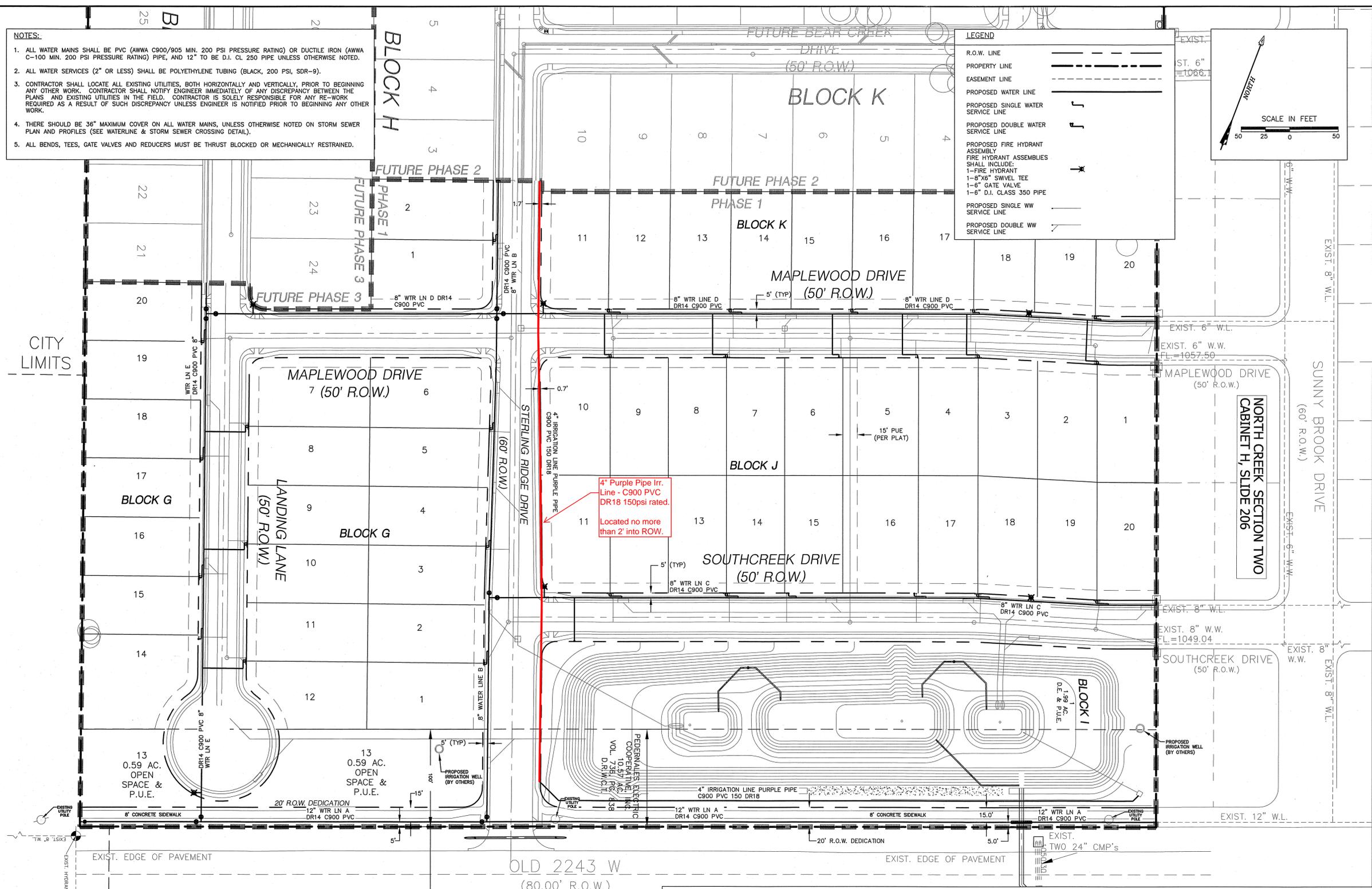
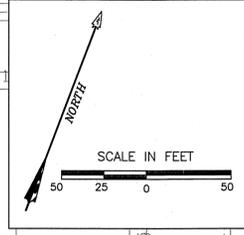
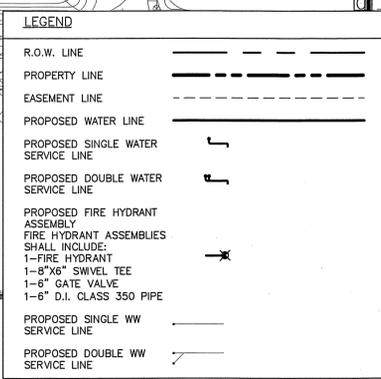
**THE STATE OF TEXAS           §**  
**COUNTY OF WILLIAMSON       §**

This instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 2014,  
by Chris L. Fields, President of the Hawkes Landing Residential Community, Inc., on behalf of said  
entity.

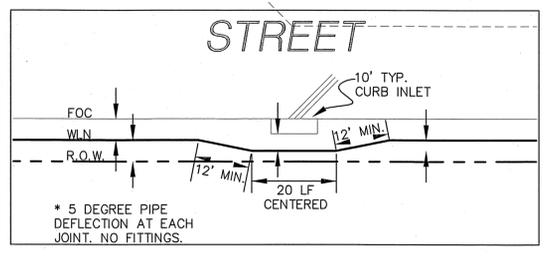
\_\_\_\_\_  
Notary Public - State of Texas

**Exhibit “A”**

- NOTES:**
1. ALL WATER MAINS SHALL BE PVC (AWWA C900/905 MIN. 200 PSI PRESSURE RATING) OR DUCTILE IRON (AWWA C-100 MIN. 200 PSI PRESSURE RATING) PIPE, AND 12" TO BE D.I. CL. 250 PIPE UNLESS OTHERWISE NOTED.
  2. ALL WATER SERVICES (2" OR LESS) SHALL BE POLYETHYLENE TUBING (BLACK, 200 PSI, SDR-9).
  3. CONTRACTOR SHALL LOCATE ALL EXISTING UTILITIES, BOTH HORIZONTALLY AND VERTICALLY, PRIOR TO BEGINNING ANY OTHER WORK. CONTRACTOR SHALL NOTIFY ENGINEER IMMEDIATELY OF ANY DISCREPANCY BETWEEN THE PLANS AND EXISTING UTILITIES IN THE FIELD. CONTRACTOR IS SOLELY RESPONSIBLE FOR ANY RE-WORK REQUIRED AS A RESULT OF SUCH DISCREPANCY UNLESS ENGINEER IS NOTIFIED PRIOR TO BEGINNING ANY OTHER WORK.
  4. THERE SHOULD BE 36" MAXIMUM COVER ON ALL WATER MAINS, UNLESS OTHERWISE NOTED ON STORM SEWER PLAN AND PROFILES (SEE WATERLINE & STORM SEWER CROSSING DETAIL).
  5. ALL BENDS, TEES, GATE VALVES AND REDUCERS MUST BE THRUST BLOCKED OR MECHANICALLY RESTRAINED.



4" Purple Pipe Irr. Line - C900 PVC DR18 150psi rated. Located no more than 2' into ROW.



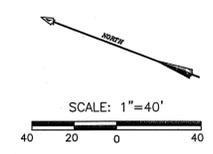
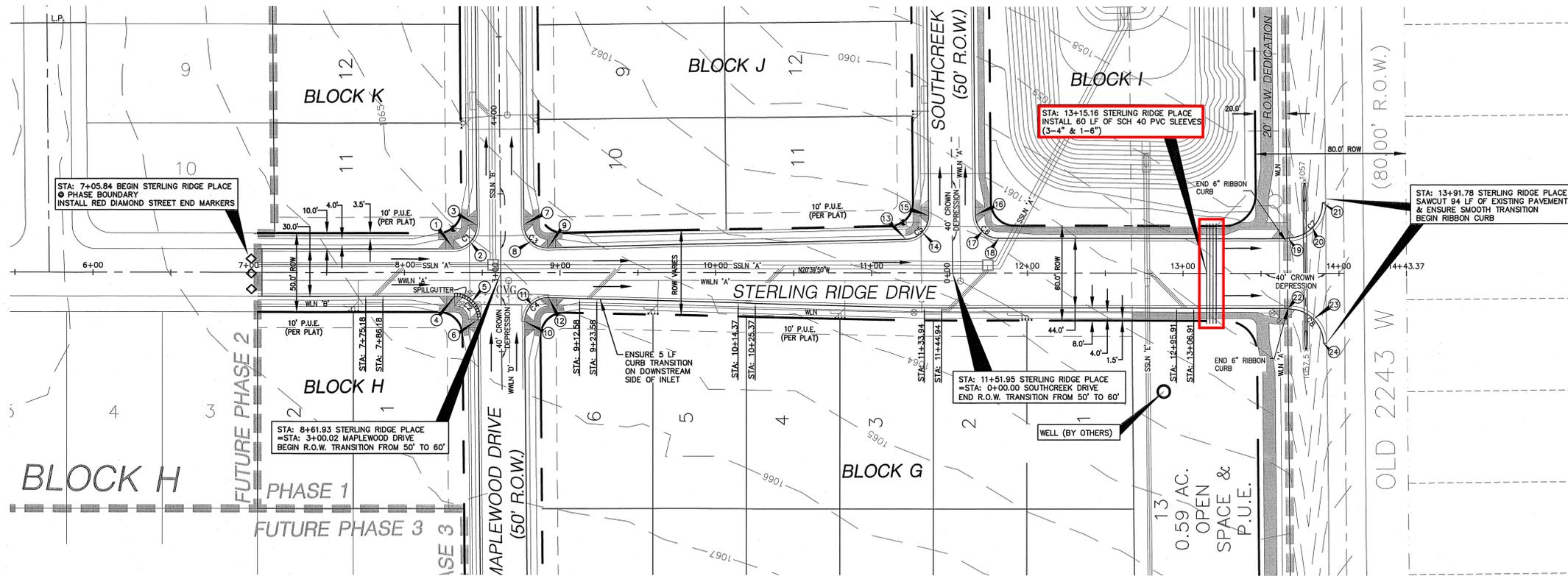
**HANRAHAN • PRITCHARD ENGINEERING, INC.**  
CONSULTING ENGINEERS  
CITY PE FIRM REG. #4169  
6303 Cobble Park Drive  
AUSTIN, TEXAS 78754  
OFFICE: 512.459.4734 FAX: 512.459.4752  
info@hpe-eng.com

**HAWKES LANDING PHASE 1  
SUBDIVISION IMPROVEMENTS  
OVERALL WATER LAYOUT**

The seal appearing on this document was authorized by Stephen Ray Jamison 9/20/14

File: Projects/Hawkes Landing Phase 1/wg/Water	Snapshot: Water
Job No. 239-01	Scale (Vert): 1"=50'
Scale (Hor): 1"=50'	Checked By: GF
Date: 11/17/13	Drawn By: HD
Revision 1:	
Revision 2:	
Revision 3:	
Revision 4:	

**CAUTION!**  
CONTRACTOR SHALL LOCATE ALL UTILITIES, BOTH HORIZONTALLY AND VERTICALLY, PRIOR TO ANY SITE WORK BEING DONE. THE DESIGN ENGINEER WILL NOT BE RESPONSIBLE FOR DAMAGE TO ANY UTILITY, OR ANY CONFLICTS THAT MAY ARISE.



**NOTE**  
ALL PAVEMENT SECTIONS TO BE BUILT PER GEOTECHNICAL REPORT PREPARED BY MLA LABS, INC. DATED SEPTEMBER 2013.

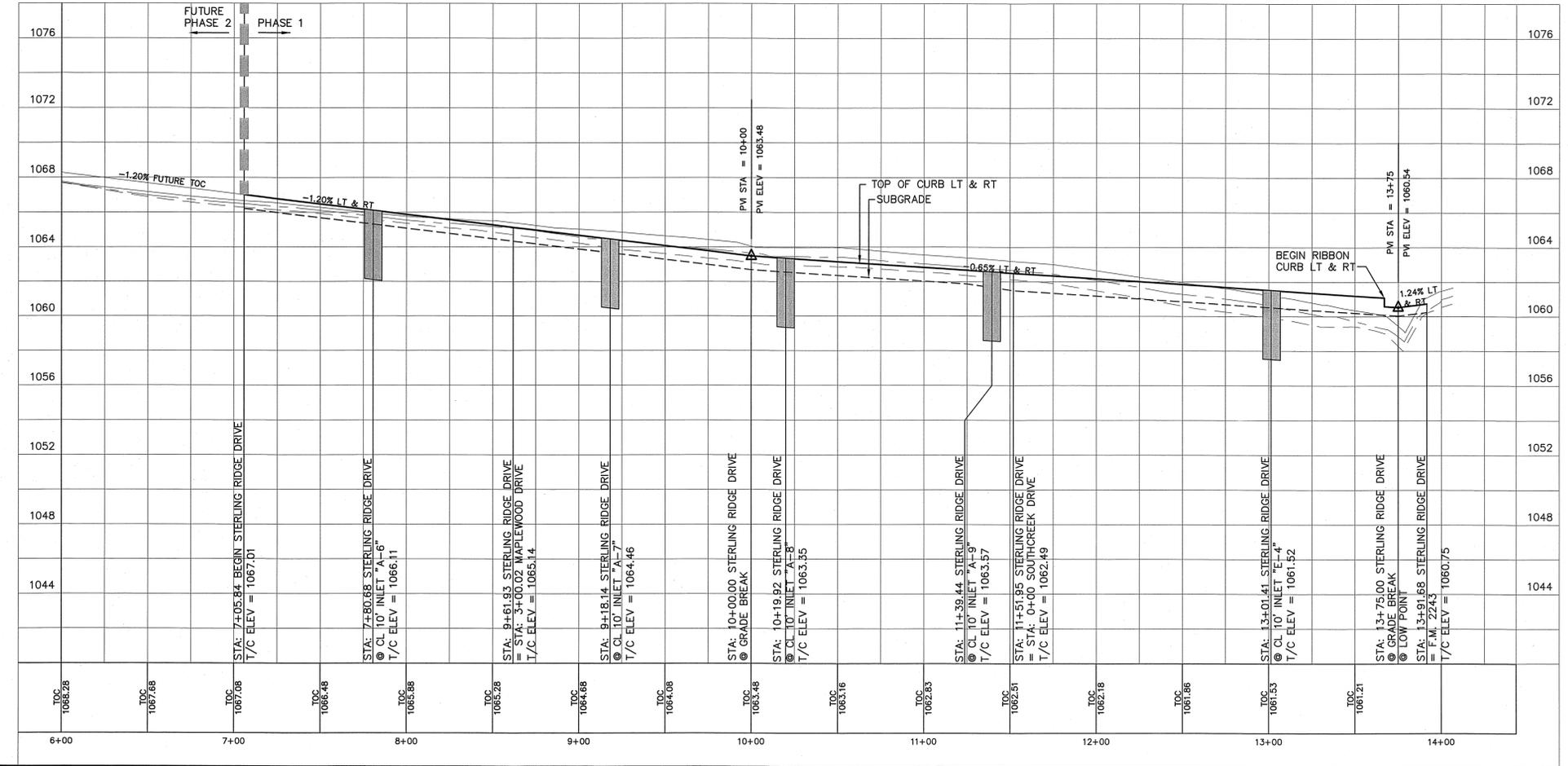
**NOTE**  
PAVEMENT DESIGN SHOWN HEREON IS THE DESIGN OF MLA LABS, INC. HANRAHAN PRITCHARD ENGINEERING, INC. MAKES NO WARRANTY OR GUARANTEE AS TO ITS SUITABILITY, AND ASSUMES NO LIABILITY THEREFOR.

**CAUTION!!!**  
EXISTING OVERHEAD UTILITIES IN VICINITY. CONTRACTOR SHALL EXERCISE EXTREME CAUTION WHEN WORKING NEAR ELECTRIC FACILITIES.

**WARNING!!!**  
CONTRACTOR SHALL LOCATE ALL EXISTING UTILITIES, BOTH HORIZONTALLY AND VERTICALLY, PRIOR TO BEGINNING ANY OTHER WORK. CONTRACTOR SHALL NOTIFY ENGINEER IMMEDIATELY OF ANY DISCREPANCY BETWEEN THE PLANS AND EXISTING UTILITIES IN THE FIELD. CONTRACTOR IS SOLELY RESPONSIBLE FOR ANY RE-WORK REQUIRED AS A RESULT OF SUCH DISCREPANCY UNLESS ENGINEER IS NOTIFIED PRIOR TO BEGINNING ANY OTHER WORK.

- NOTE**
- ALL CROSSWALKS AND HANDICAP RAMPS TO BE CONSTRUCTED AS PART OF STREET CONSTRUCTION.
  - ALL DIMENSIONS SHOWN ARE TO THE FACE OF CURB UNLESS OTHERWISE SPECIFIED.
  - CONTRACTOR SHALL HAVE GEOTECHNICAL ENGINEER TO VERIFY THE ADEQUACY OF THE SUBGRADE.

**STERLING RIDGE DRIVE  
30 MPH DESIGN SPEED**



SIDEWALK & CURB RAMPS TO BE BUILT WITH THIS CONTRACT

**PROFILE LEGEND:**

- EX. GROUND @ ROW LEFT
- EX. GROUND @ ROW RIGHT
- EX. GROUND @ CL
- PROPOSED GRADE (TOC)
- SUBGRADE

**PROFILE SCALE:**  
1" = 40' HORIZONTAL  
1" = 4' VERTICAL

**CURVE TABLE**

CURVE	LENGTH	RADIUS	CHORD	BEARING	DELTA
C1	23.71	15.00	21.32	S65°57'03"E	90°34'24"
C2	23.41	15.00	21.11	N24°02'57"E	89°25'38"
C3	23.77	15.00	21.38	S23°21'30"W	90°48'31"
C4	24.11	15.00	21.60	N65°14'40"W	92°09'09"
C5	23.35	15.00	21.06	S66°38'50"E	89°11'29"
C6	23.41	15.00	21.11	S24°02'57"W	89°28'36"
C7	39.52	25.00	35.53	S65°57'17"E	90°34'53"
C8	38.93	25.00	35.11	N23°56'41"E	89°13'03"

**POINT DATA TABLE**

PT. NO.	STATION	OFFSET	ELEVATION	NOTES
1	8+31.64	15.00 LT	T/C=1065.50	PC
2	8+42.30	19.45 LT	T/C=1065.37	MID PT.
3	3+30.32	15.00 LT	T/C=1064.70	PT
4	8+32.24	15.00 RT	T/C=1065.49	PC
5	8+42.79	19.34 RT	T/C=1065.37	MID PT./LP
6	2+70.31	15.00 LT	T/C=1065.60	PT
7	3+30.44	15.00 RT	T/C=1064.71	PT
8	8+81.21	19.94 LT	T/C=1064.91	MID PT./HP
9	8+91.99	15.73 LT	T/C=1064.78	PC
10	2+68.91	15.00 RT	T/C=1065.61	PT
11	8+61.73	20.11 RT	T/C=1064.90	MID PT.
12	8+92.64	15.81 RT	T/C=1064.77	PT
13	11+21.95	21.28 LT	T/C=1062.69	PC
14	11+32.37	25.85 LT	T/C=1062.56	MID PT.
15	0+36.57	15.00 LT	T/C=1061.79	PT
16	0+36.70	15.00 RT	T/C=1061.80	PT
17	11+71.03	26.34 LT	T/C=1062.37	MID PT./HP
18	11+81.58	20.00 LT	T/C=1062.30	PC
19	13+66.38	20.00 LT	T/C=1060.6	PC/RIBBON CURB
20	13+84.14	19.39 LT	T/C=1059.90	MID PT./LP/RIBBON CURB
21	13+91.38	27.41 LT	EOP=1059.96	PT
22	13+67.21	20.00 RT	T/C=1060.59	PC/RIBBON CURB
23	13+84.77	24.27 RT	T/C=1060.40	MID PT./LP/RIBBON CURB
24	13+92.20	43.54 RT	EOP=1061.43	PT

**CAUTION!**  
CONTRACTOR SHALL LOCATE ALL UTILITIES, BOTH HORIZONTALLY AND VERTICALLY, PRIOR TO ANY SITE WORK BEING DONE. THE DESIGN ENGINEER WILL NOT BE RESPONSIBLE FOR DAMAGE TO ANY UTILITY, OR ANY CONFLICTS THAT MAY ARISE.

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HAWKES LANDING PHASE 1  
SUBDIVISION IMPROVEMENTS  
STERLING RIDGE DRIVE  
PLAN AND PROFILE

The seal appearing on this document was authorized by Stephen Roy Jamison on 11/20/2014

File: Projects/ Hawkes Ph. 1/Sterling Ridge  
Job No. 000-00  
Scale (Hor): 1"=40'  
Scale (Vert): 1"=4'  
Date: 10/14/13  
Checked By: 000  
Drawn By: RDH  
Revision 1  
Revision 2  
Revision 3  
Revision 4

**SHEET**  
12 of 40



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/30/2014

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 Arthur J. Gallagher Risk Management Services, Inc. PO Box 1749 Spring, TX 77383-1749 Thomas Evans	1-281-320-2010	CONTACT NAME: PHONE (A/C, No. Ext): 281-320-2010 E-MAIL ADDRESS:	FAX (A/C, No): 281-320-0098
INSURED BLG Hawkes, LLC a wholly owned subsidiary of Buffington Capital Holdings, LLC 8601 Ranch Road 2222 Building I, Ste. 150 Austin, TX 78730		INSURER(S) AFFORDING COVERAGE	
		INSURER A: COMPANION PROP & CAS INS CO	NAIC # 12157
		INSURER B: COMPANION SPECIALTY INS CO	13124
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

**COVERAGES**

CERTIFICATE NUMBER: 38321601

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
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			DJG4091698	03/24/13	03/24/14	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			VUE1322206	03/24/13	03/24/14	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: Connelly's Crossing Subdivision - Lot 1, Block A

City of Leander is included as additional insured with respect to General Liability as required by written contract.

**CERTIFICATE HOLDER**

City of Leander  
Attn: City Manager  
P.O. Box 319  
Leander, TX 78641  
USA

**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

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**Executive Summary**

**March 6, 2014**

**Agenda Subject:** Second 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 second 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

2/26/14

**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“A”**

**PROPERTY  
DESCRIPTIONS**

**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**

<b>DATE</b>	<b>ACTION/EVENT</b>	<b>LEGAL AUTHORITY</b>
January 16, 2014	<b>COUNCIL BY WRITTEN RESOLUTION</b> Directs notification to land owners; and sets two (2) Public Hearings <b>February 20, 2014 and March 6, 2014</b> ; 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.
<b>By January 20, 2014</b>	<b>NOTICE TO</b> property owners & utility providers	Loc. Gov't Code § 43.062(a)
<b>February 5, 2014**</b> Publish notice of First Public Hearing  <b>February 19, 2014**</b> Publish notice of Second Public Hearings	<b>NEWSPAPER NOTICES RE: FIRST AND SECOND PUBLIC HEARINGS</b> ; (If applicable, certified Notice to Railroad). <b>POST NOTICE OF HEARINGS ON CITY'S WEBSITE AND MAINTAIN UNTIL HEARINGS COMPLETE</b> ;  <b>SCHOOL DISTRICT NOTICE</b> (notify each school district of possible impact w/in the period prescribed for publishing the notice of the First Public Hearing.)	Not less than 10 days nor more than 20 days before 1st and 2nd public hearings. Loc. Gov't Code, §43.063 (c).  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	<b>LAST DAY FOR SUBMISSION OF WRITTEN PROTEST BY RESIDENTS</b> (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)
<b>February 20, 2014*</b>	<b>1st PUBLIC HEARING AND PRESENT SERVICE PLAN</b> (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.
<b>March 6, 2014*</b>	<b>2nd PUBLIC HEARING AND PRESENT SERVICE PLAN</b> (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 <b>March 27, 2014*</b>	<b>FIRST READING OF ORDINANCE</b> <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 <sup>th</sup> First Reading	<b>SECOND-FINAL READING OF ORDINANCE</b> <i>REGULAR MEETING</i>	Not more than 90 days after 1 <sup>st</sup> reading of Ordinance § 43.064.
<b>Within 30 days of Second Reading</b>	<b>CITY SENDS COPY OF MAP</b> 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	<b>CITY PROVIDES CERTIFIED COPY OF ORDINANCE AND MAPS TO:</b>  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**

**March 06, 2014**

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**Agenda Subject:** Zoning Case #14-Z-002: Hold a public hearing and consider action on the rezoning of three tracts of land located at 9450 RM 2243 for 9.889 acres more or less; Parcels #R048847, R433122, and R315909. Currently, the property is zoned interim SFR-1-B (Single-Family Rural) and HC-4-D (Heavy Commercial) formally known as LI-4-D (Light Industrial). The property is proposed to be HC-4-D (Heavy Commercial) formally known as zoned LI-5-D (Light Industrial), Leander, Williamson County, Texas.

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

**Origination:** Applicant: Sam LaRue on behalf of LaRue 2243 LP.

**Financial Consideration:** None

**Recommendation:** See Planning Analysis. The Planning & Zoning Commission unanimously recommended approval at the February 27, 2013 meeting.

**Attachments:**

1. Planning Analysis
2. Current Zoning Map
3. Aerial Map
4. Letter of Intent
5. Ordinance
6. Minutes - Planning & Zoning Commission February 27, 2014

**Prepared By:** Tom Yantis, AICP  
Development Services Director

02/28/2014



## PLANNING ANALYSIS

ZONING CASE 14-Z-002  
9450 RM 2243

### GENERAL INFORMATION

- Owner:** LaRue 2243, LP
- Current Zoning:** HC-4-D (Heavy Commercial) formally known as LI-4-D (Light Industrial)  
Interim SFR-1-B (Single Family Rural)
- Proposed Zoning:** HC-5-D (Heavy Commercial) formally known as LI-5-D (Light Industrial)
- Size and Location:** The property is generally located on the northeast corner of the intersection of CR 269 and RM 2243.
- 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	HI-5-D	Developed Industrial Property: Empire Fence Company
EAST	Interim SFR-1-B Interim SFS-2-B	Undeveloped Property Developed Industrial Property: Hardwood Products & Doors
SOUTH	Interim SFS-2-B	Undeveloped Property
WEST	TOD/PUD	Developed Industrial Property: Fabcon Products

**COMPOSITE ZONING ORDINANCE INTENT STATEMENTS**

**USE COMPONENTS:**

**HC – HEAVY COMMERCIAL:**

*Features:* Any use in GC plus commercial laundry, contractor storage yard, lumber yards, indoor manufacture, assembly and processing, mini-warehouse, RV, trailer and boat storage, testing and research, warehouse and distribution, wholesale, wrecker impoundment.

*Intent:* Development of a variety of light manufacturing, assembly and processing businesses, storage, warehouses and lumber sales. Access should be provided by an industrial or commercial collector street.

**SITE COMPONENT:**

**TYPE 5 (non-residential only):**

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

*Intent:*

- (1) The Type 5 site component is intended to be utilized with developments that have intense outdoor site requirements and a need to utilize the outdoor site area for maximum outdoor display, storage and / or accessory buildings.
- (2) This component is intended only for industrial or the heaviest commercial uses and may be combined only with GC, HC or HI use components.
- (3) This site component is not intended for retail or office development not requiring the available limits of outdoor storage and accessory buildings or adjacent to residential neighborhoods where not adequately buffered from residential uses.
- (4) This site component is discouraged along major thoroughfares and is intended to be utilized within industrial park developments.

**ARCHITECTURAL COMPONENTS:**

**TYPE D (non-residential only):**

*Features:* 35% masonry (60% street facing); metal siding for remainder not facing a street; 2 or more architectural features.

*Intent:*

- (1) This architectural component is intended only for industrial warehouse, heavy commercial service and other similar applications and shall be utilized only with GC, HC or HI use components.
- (2) This component is not intended to be utilized with the majority of GC districts.
- (3) This component is not intended for retail or office development or adjacent to residential neighborhoods where not adequately buffered from residential uses.
- (4) This site component is discouraged along major thoroughfares and is intended to be utilized within industrial park development.

**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.
- Preserve the integrity of existing property values and help to ensure the future economic stability of the community by encouraging the attraction of targeted industries and diverse nonresidential land uses to help support and subsidize the overall tax base.
- Strive for a fiscal balance of land uses that will create a positive impact upon the City of Leander's budget and overall tax base.
- Find suitable districts for industrial development so that the City may recruit additional employers and avoid locating industrial development near neighborhoods without adequate buffering.

**ANALYSIS:**

The subject property is currently zoned Interim SFR-1-B (Single Family Rural) district, and HC-4-D (Heavy Commercial) district. The property to the north is zoned HI-5-D (Heavy Industrial) district and is currently developed with the Empire Fence Company's facility. The properties to the east include undeveloped Interim SFR-1-B (Single Family Rural), and Interim SFS-2-B (Single Family Suburban) districts. The property to the south is zoned SFS-2-B (Single Family Suburban) district and is currently undeveloped. The property located to the west is zoned TOD/PUD (Transit Oriented Development/Planned Unit Development) district and is an industrial property that is currently developed as the Fabcon Products facility.

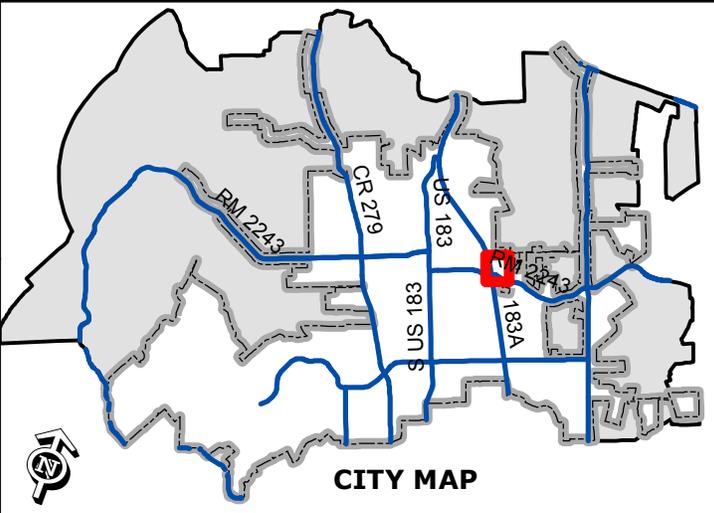
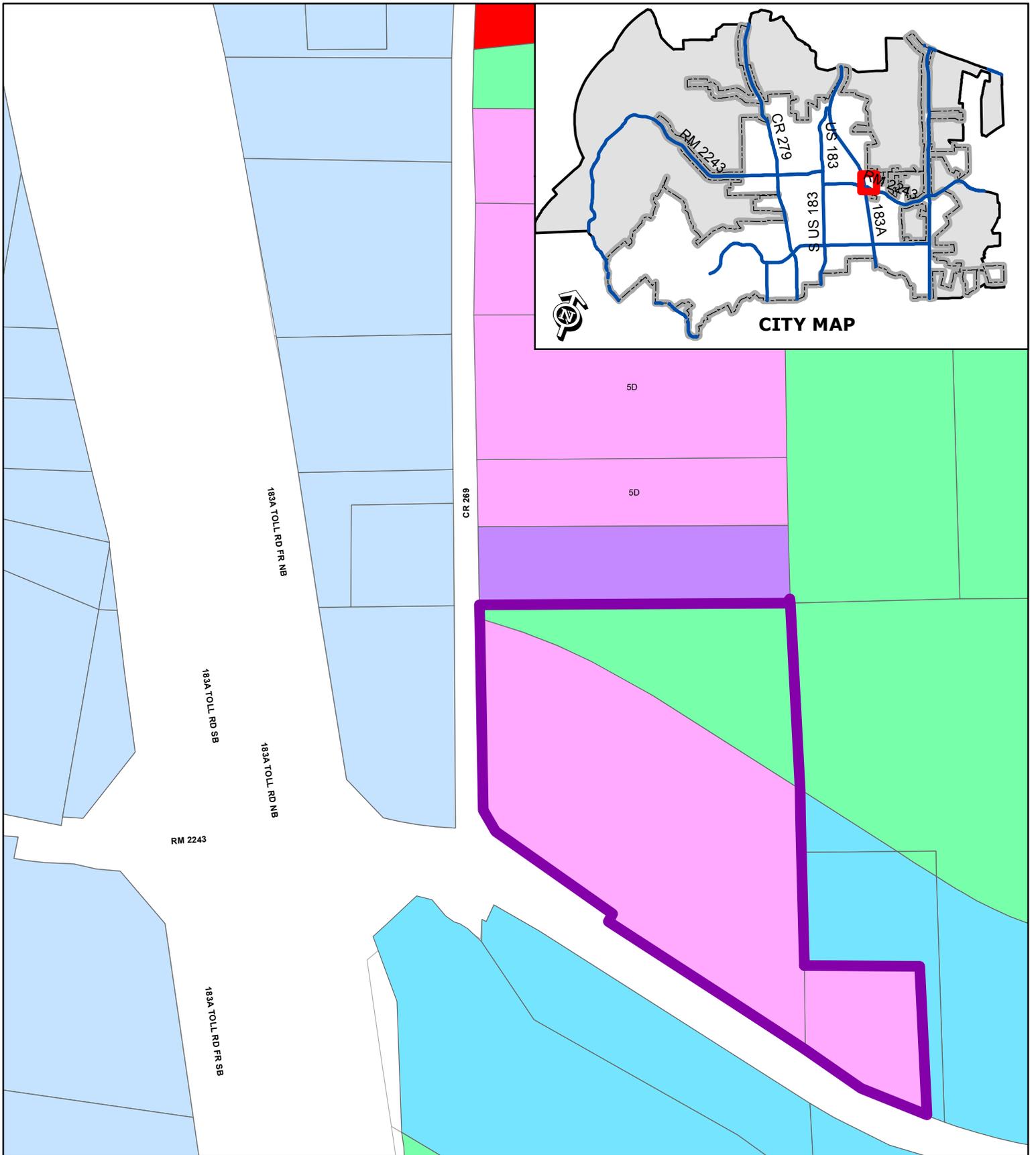
The intent of the requested HC land use component and Type 5 site component are to allow for the expansion of the applicant's business, LaRue Tactical. The current interim SFR-1-B zoning on the applicant's northern property would not permit the expanded use. The Type 5 site component is proposed to accommodate the applicant's need for unlimited outdoor storage and display. The existing interim zoned SFR-1-B does not permit outdoor storage and display for non-residential land uses. The requested HC use component and Type 5 site component would address the applicant's needs for the expansion of the their business.

The Type 5 site component will permit the following:

- Unlimited outdoor storage/container storage and display.
- Overhead commercial service doors.

**STAFF RECOMMENDATION:**

Staff recommends approval of the applicant's request to rezone the property from Interim SFR-1-B (Single Family Rural) and HC-4-D (Heavy Commercial) districts to HC-5-D (Heavy Commercial) district. The request addresses the Comprehensive Plan's encouragement of providing sites for industrial areas without being located immediately adjacent to residential neighborhoods. The zoning request also helps to protect the applicant's property value by allowing the further establishment of an already industrial area. This will assist in protecting the applicant's property from allowing any potential conflicting land uses from developing adjacent to the applicant's business. Additionally, the zoning request also meets the intent statements of the composite zoning ordinance for the Heavy Commercial land use component, and provides a suitable location for the applicant's business to expand.



# ZONING CASE 14-Z-002

## Attachment #2

Current Zoning Map  
9450 RM 2243



City Limits



Subject Property



Future Annexation Per DA



Involuntary Annexation

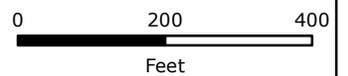


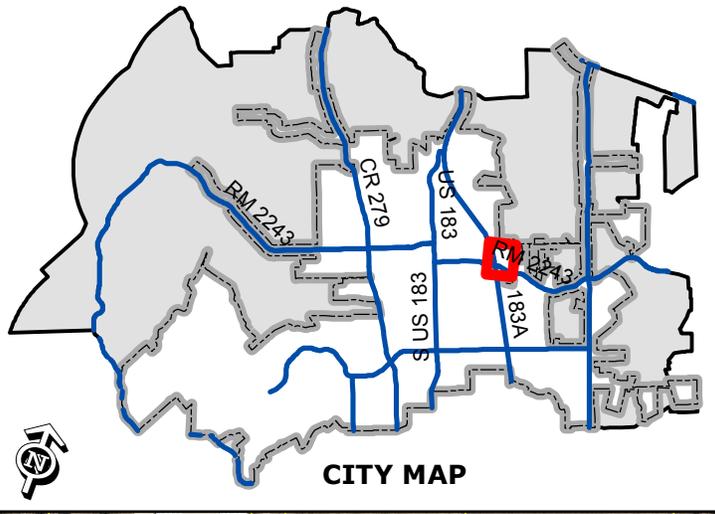
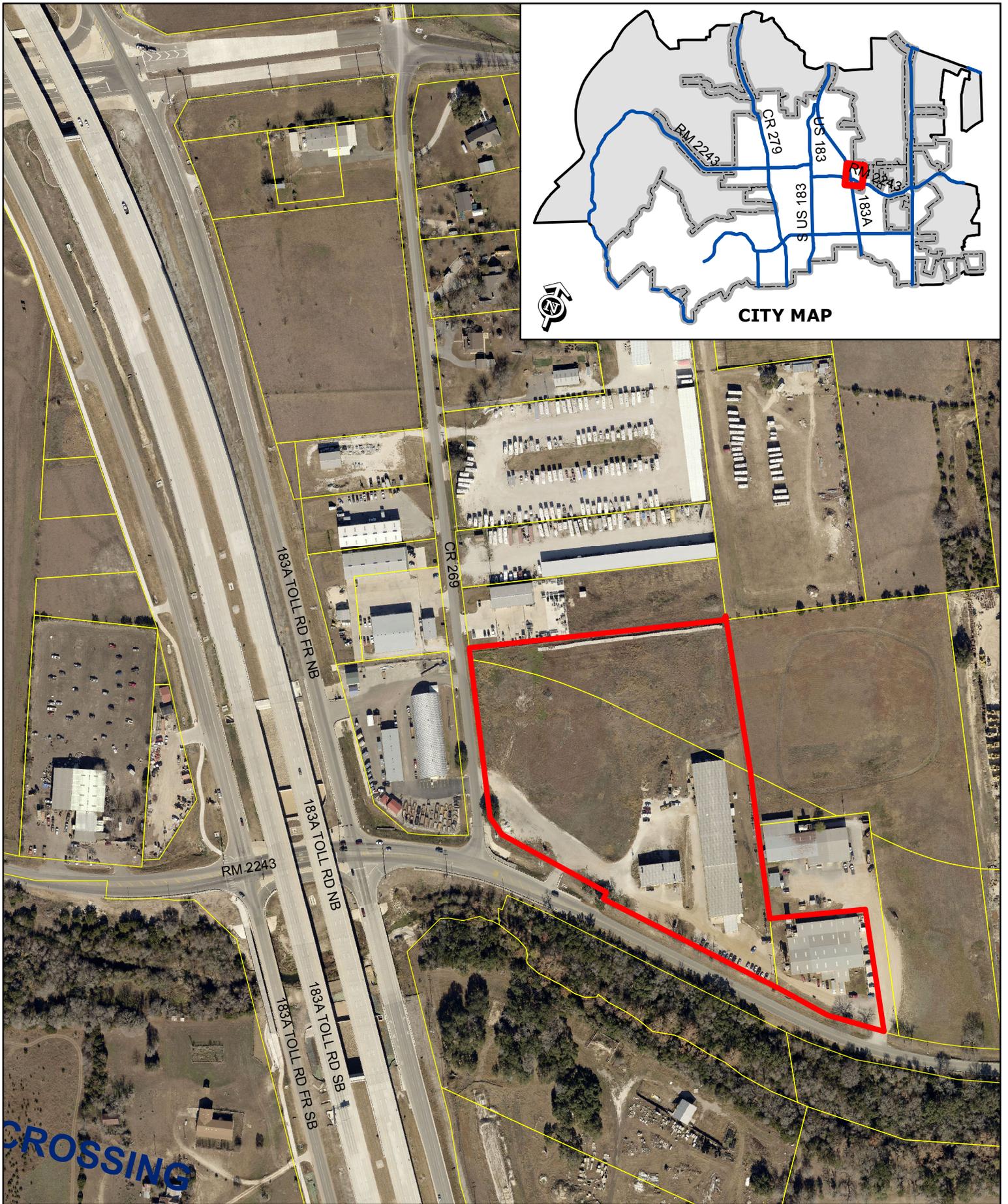
Voluntary Annexation

- SFR
- SFE
- SFS
- SFU
- SFC
- SFL

- SFT
- SFU/MH
- TF
- MF
- LO
- LC

- GC
- HC
- HI
- PUD





**ZONING CASE 14-Z-002 Attachment #3**

Aerial Exhibit - Approximate Boundaries  
9450 RM 2243

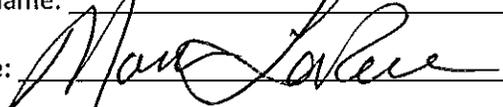


-  Subject Property
-  City Limits

**4. Letter of Intent Explaining Requested Zoning Change**

I, Mark LaRue, wish to change the referenced piece of property from Interim Residential Zone to Light Industrial Zone in order to merge it with the rest of the property currently zoned as Light Industrial.

Printed Name: MARK LARUE

Signature: 

Date: JANUARY 21, 2014

**ORDINANCE NO #**

**ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING THREE PARCELS OF LAND FROM INTERIM SFR-1-B (SINGLE-FAMILY RURAL) AND HC-4-D (HEAVY COMMERCIAL) FORMALLY KNOWN AS LI-4-D (LIGHT INDUSTRIAL) TO HC-5-D (HEAVY COMMERCIAL) FORMALLY KNOWN AS LI-5-D (LIGHT INDUSTRIAL); 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 9.889 acres, more or less, located in Leander, Williamson County, Texas, being more particularly described in Exhibit "A", commonly referred to as 9450 RM 2243, Leander, Texas; legally described as 9.889 acres out of the E.D. Harmon Survey, more particularly described in Document Number 2013002155 of the Official Public Records of Williamson County, Texas, and identified by tax identification numbers R048847, R433122, and R315909.

**Section 4. Property Rezoned.** The Zoning Ordinance is hereby amended by changing the zoning district for the Property from Interim SFR-1-B (Single-Family Rural), and HC-4-D (Heavy Commercial) formally known as LI-4-D (Light Industrial) to HC-5-D (Heavy Commercial) formally known as LI-5-D (Light Industrial).

**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.

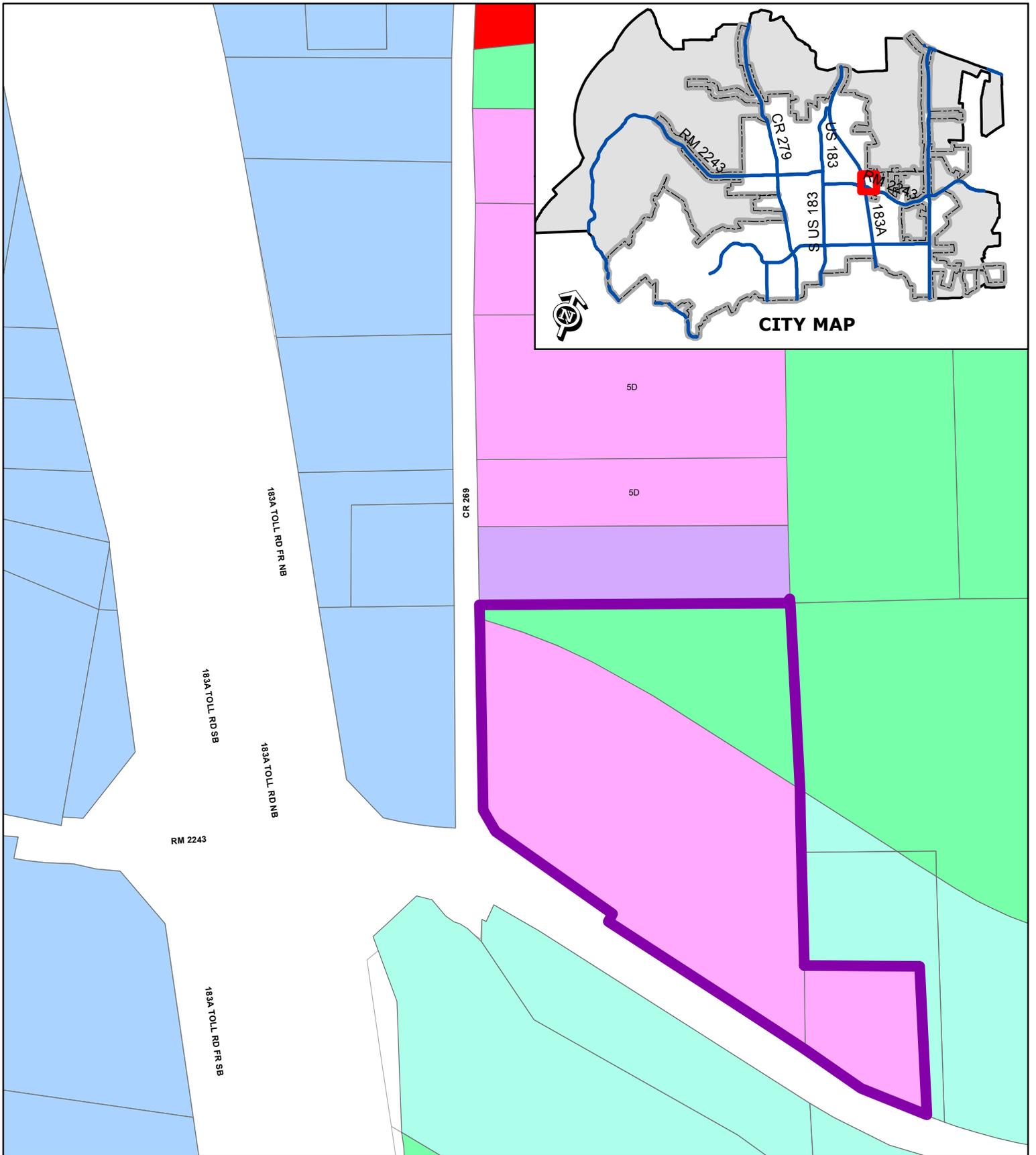
**PASSED AND APPROVED** on First Reading this the 6<sup>th</sup> day of March, 2014.  
**FINALLY PASSED AND APPROVED** on this the 20<sup>th</sup> day of March, 2014.

**THE CITY OF LEANDER, TEXAS**

**ATTEST:**

\_\_\_\_\_  
Christopher Fielder, Mayor

\_\_\_\_\_  
Debbie Haile, City Secretary



# EXHIBIT A

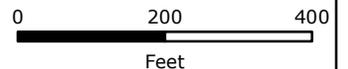
## Zoning Case 14-Z-002

LaRue  
9450 RM 2243



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

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





**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:

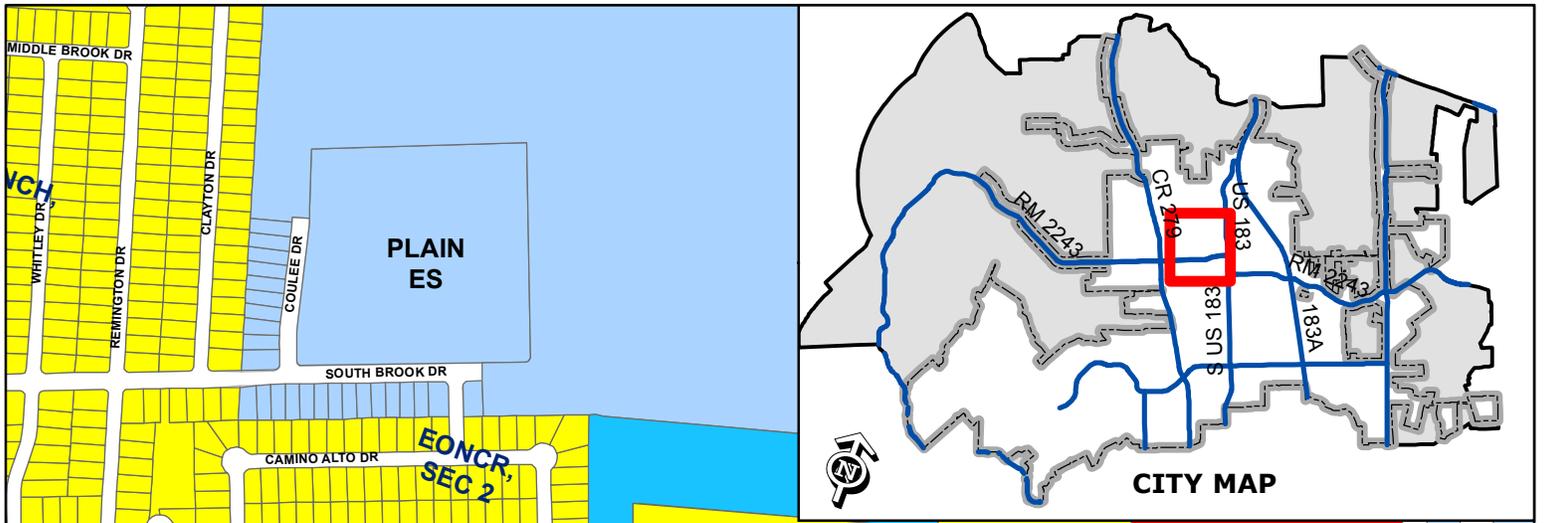
1. Additional Covered Parking (5% increase by adding either more enclosed garages or carports)
2. Construction of an offsite sidewalk connecting to the HEB Shopping Center
3. Increased Landscaping along Old 2243 W

#### **STAFF RECOMMENDATION:**

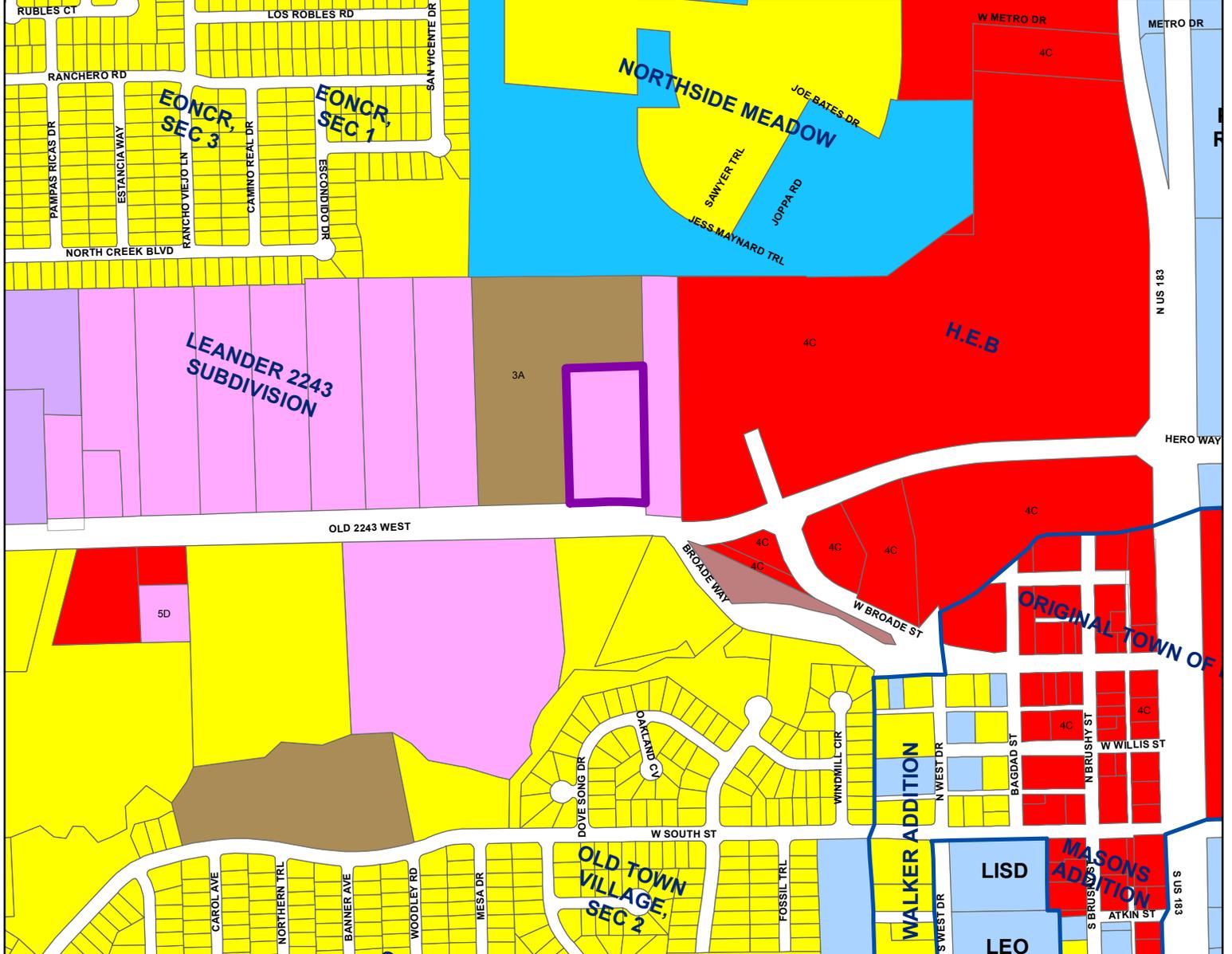
Staff recommends approval of the requested PUD with the following conditions:

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.



**CITY MAP**



**ZONING CASE 13-Z-018**

**Attachment #2**

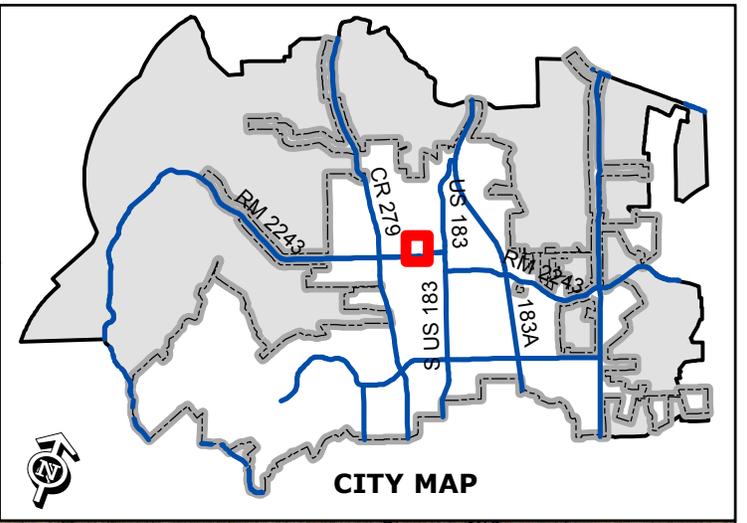
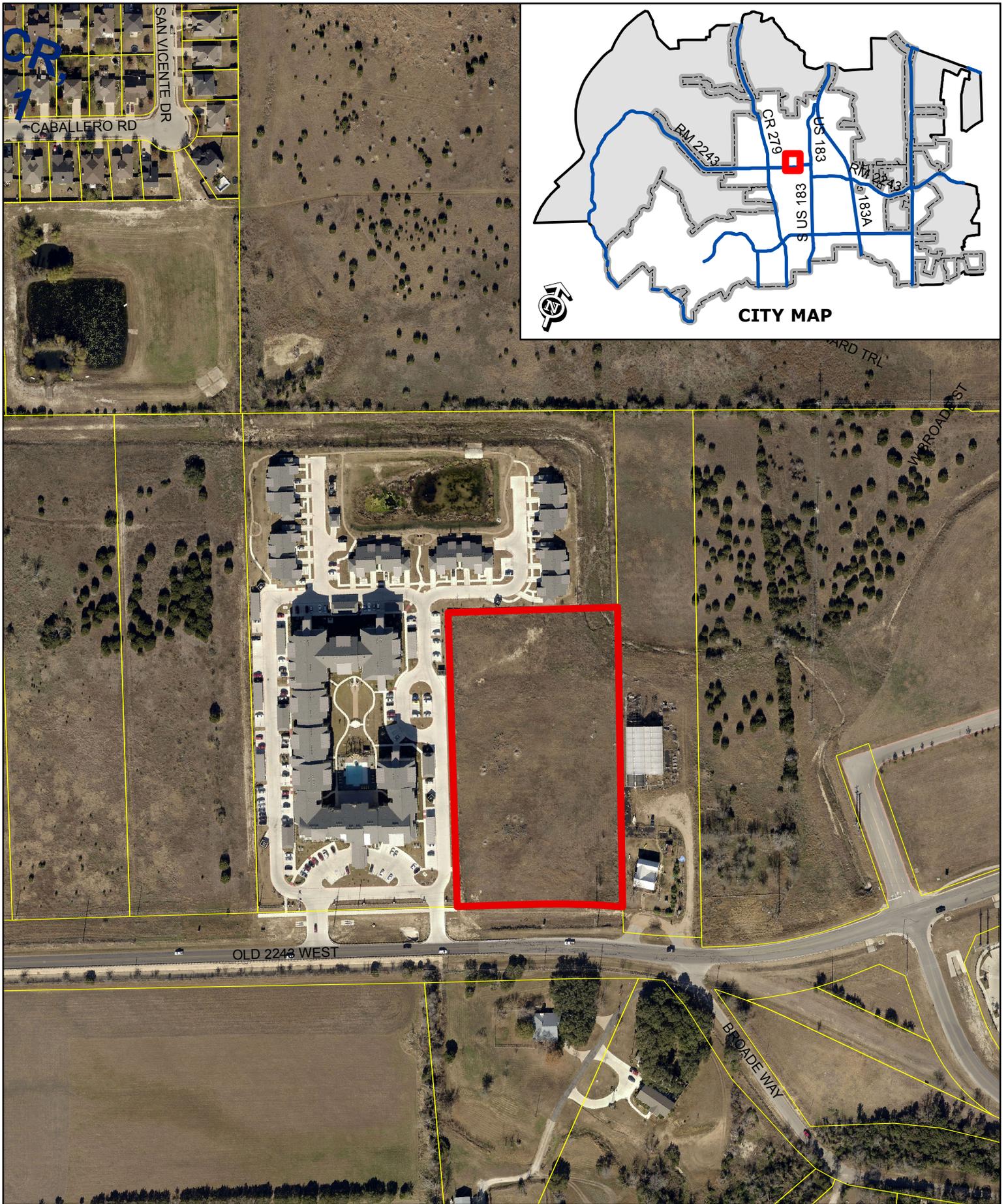
Current Zoning Map  
Leander 2243 PUD



-  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     |   |     |





**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



# 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#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 16<sup>th</sup> DAY OF March, 2010, AD.

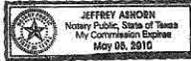
*Blake Rue*  
LEANDER 2243 INVESTMENT, LLC  
BLAKE RUE, MANAGING MEMBER  
P.O. BOX 302663  
AUSTIN, TEXAS 78703

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 16<sup>th</sup> DAY OF MARCH, 2010, AD.

*Jeffrey Ashorn*  
NOTARY PUBLIC IN AND FOR TRAVIS COUNTY, TEXAS



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

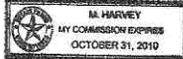
THAT MLMH, LTD., A TEXAS LIMITED PARTNERSHIP, AS THE LIEN HOLDER OF THAT CERTAIN 16.88 ACRES OF LAND SITUATED IN THE CHARLES COCHRAN SURVEY, ABSTRACT NO. 134, WILLIAMSON COUNTY, TEXAS, COMPRISED OF LOTS 1, 2 AND 3 OF THE "REPLAT OF LOTS 1-9, BLOCK A, LEANDER 2243 SUBDIVISION", A SUBDIVISION OF RECORD 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"

MLMH, LTD.  
*Michael J Hatch*  
MICHAEL HATCH  
AUTHORIZED REPRESENTATIVE

STATE OF TEXAS  
COUNTY OF TRAVIS:

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

*Justin Criss*  
NOTARY PUBLIC IN AND FOR TRAVIS COUNTY, TEXAS



STATE OF TEXAS:  
KNOW ALL ME 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 Hails*  
DEBBIE HAILS, 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 21<sup>st</sup> DAY OF MARCH, 2010, AD, AT 10:21 O'CLOCK A.M., AND DULY RECORDED THIS THE 21<sup>st</sup> DAY OF MARCH, 2010, AD, AT 12:24 O'CLOCK P.M., IN THE PLAT RECORDS OF SAID COURT IN CABINET GG, SLIDES 185 AND 185.

WITNESS MY HAND AND SEAL OF THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE 15<sup>th</sup> DATE SHOWN ABOVE WRITTEN.

*Nancy E. Rister*  
NANCY RISTER, CLERK, COUNTY COURT, WILLIAMSON COUNTY, TEXAS  
*William Werling*  
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 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.

*Shayne Hunter Shadburne*  
HUNTER SHADBURNE,  
REGISTERED PROFESSIONAL ENGINEER  
STATE OF TEXAS  
AUSTIN CIVIL ENGINEERING, INC.  
2708 S. LAMAR BLVD. #2004  
AUSTIN, TEXAS  
(512) 306-0018  
DATE: 3/16/10



STATE OF TEXAS:

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.

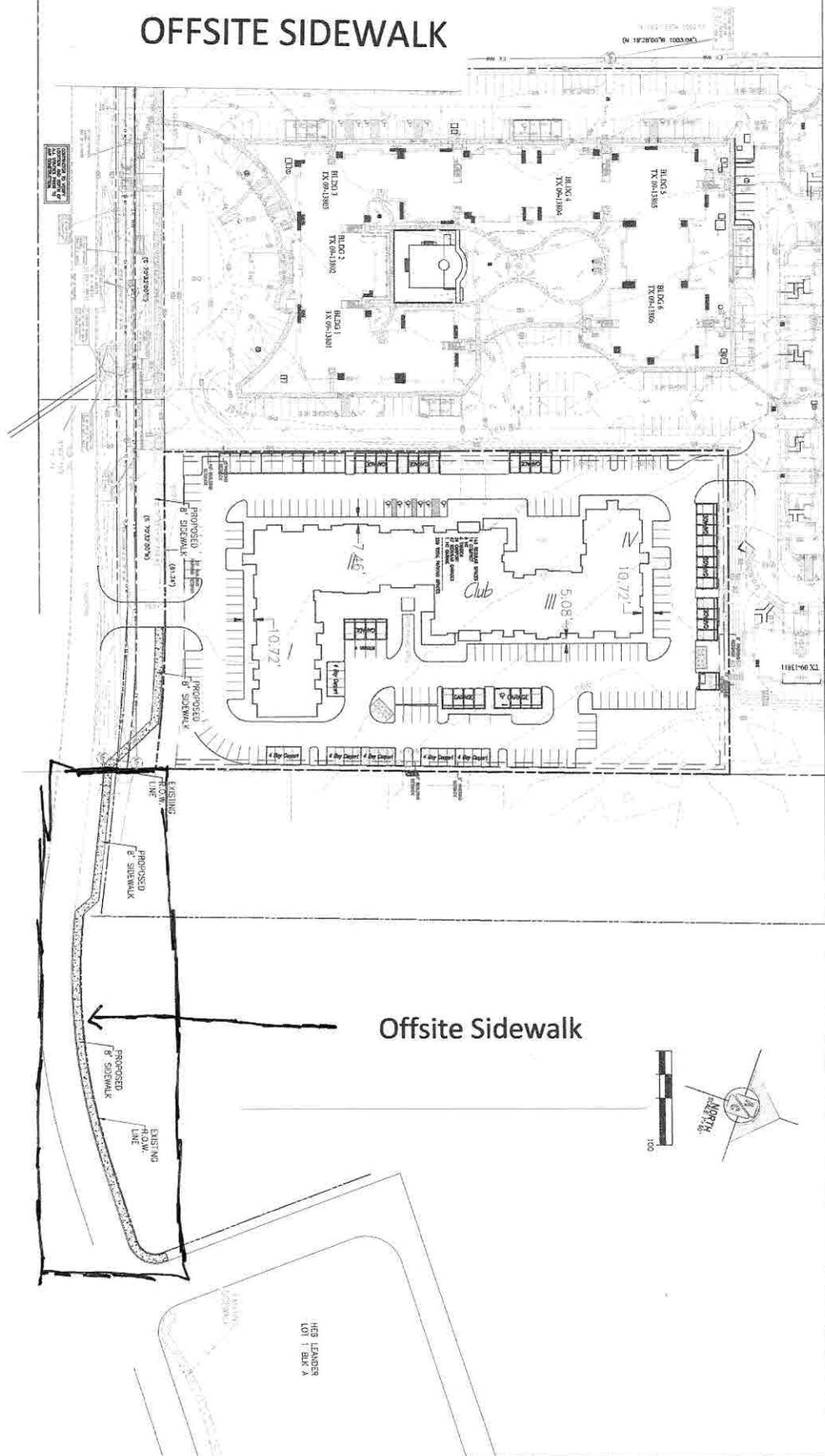
*C. Richard Ralph*  
SURVEYED BY: C. RICHARD RALPH, R.P.  
ALL POINTS SURVEYING  
611 SOUTH CONGRESS, SUITE 100  
AUSTIN, TEXAS 78704  
DATE: 3/16/10



SLIDE 185



# EXHIBIT B: OFFSITE SIDEWALK



SITE CIVIL PLAN  
**2**

PUD  
SIDEWALK  
EXHIBIT

REV. NO.	DESCRIPTION	DATE

**SKYE**  
OLD 2243 W  
LEANDER, TEXAS 78641

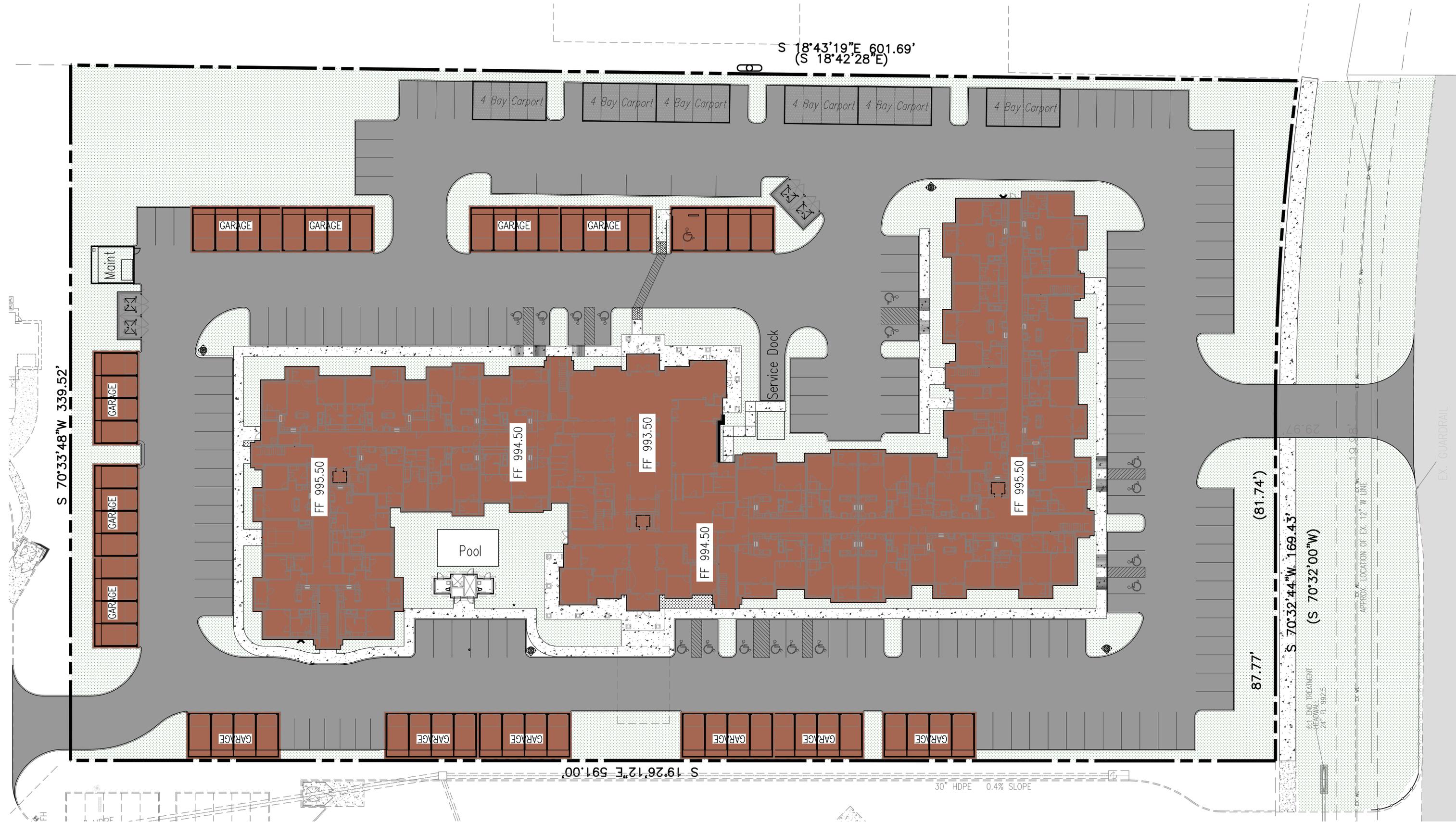
**AUSTIN CIVIL  
ENGINEERING, INC.**  
1996 FIRM # T-001078  
2708 SOUTH LEANAR BLVD. Ste 200A  
AUSTIN, TEXAS 78704  
PH: (512) 306-0676  
FAX: (512) 306-5146



# Exhibit C - Conceptual Elevation



# 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:

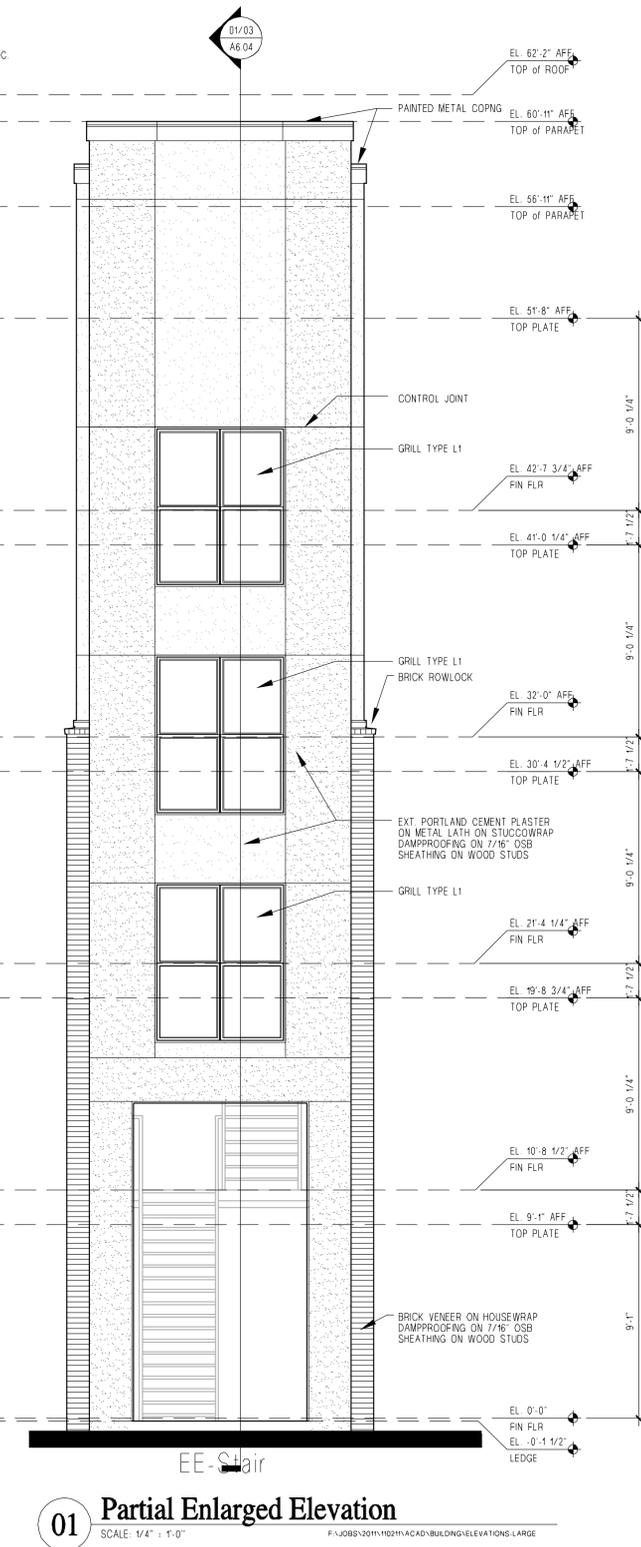
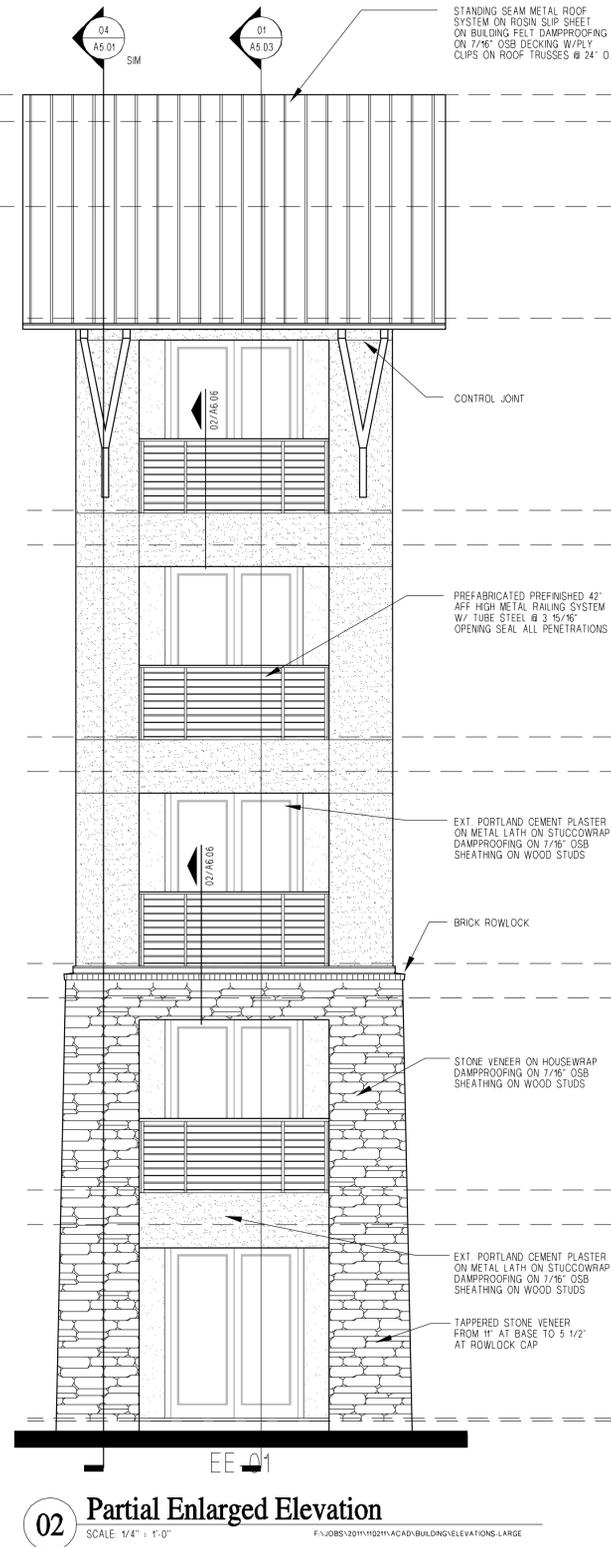
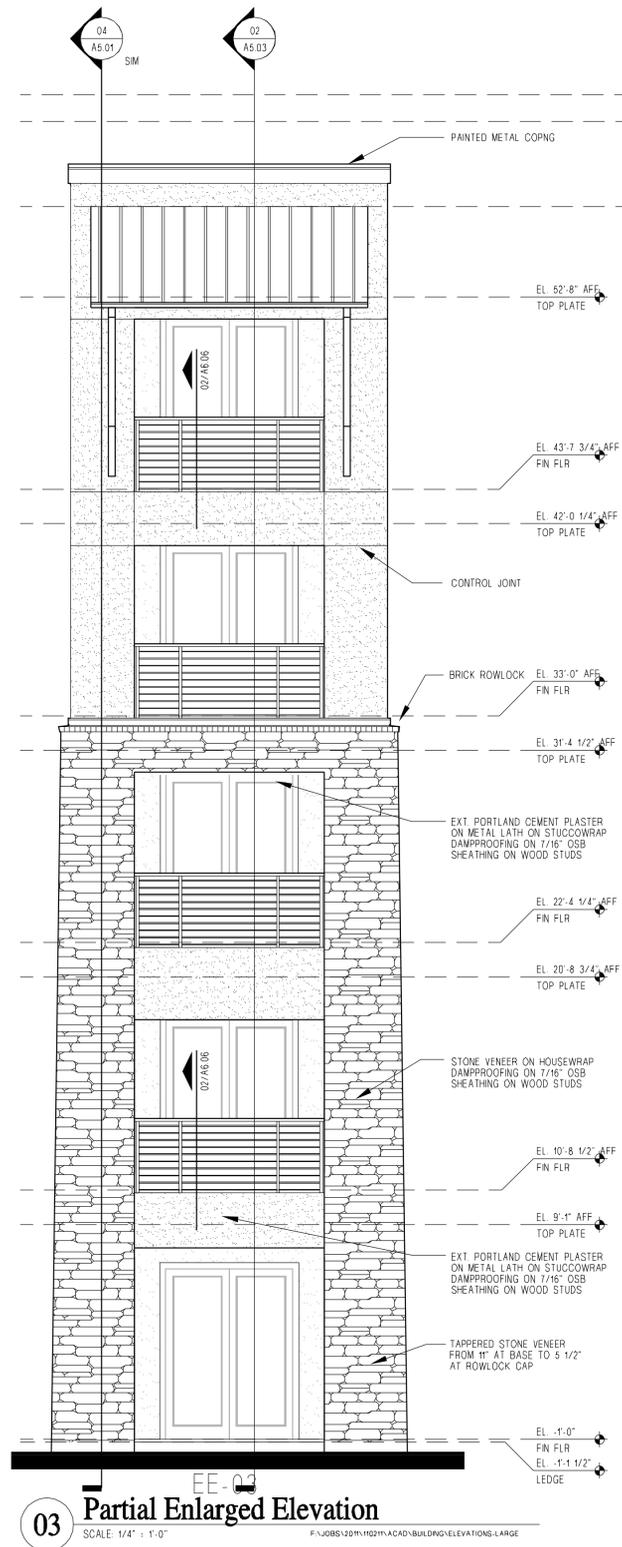
1. Ideal location for enhanced density due to site location on arterial roadway and proximity to rail stop, TOD and HEB

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](mailto:Blake@Rueinvestments.com)





**Merritt Skye**  
 Leander, Texas

**DDC Merritt Skye, LTD.**  
 1904 West 35th Street  
 Austin, Texas 78703  
 T. (512) 732-1226  
 F. (512) 732-1276

**architetura**  
 architettura inc.  
 808 18th Street  
 Plano, Texas 75074  
 t. 972.509.0088 f. 972.509.0022  
 policta@architetura-inc.com



Project No. **120315**

Issue Drawing Log

10 Jan 2014	Issue for Permit

These documents are the renderings of a professional service, the essence of which is the providing of advice, judgment, opinion or similar professional skill.  
 Copyright Architectura Inc. 14 Sept 2012  
 All material contained within constitute an original work by the architect. The architect owns all copyrights herein.

Sheet Title:  
**Elevations**  
 Drawing No.  
**A4.00**

**ORDINANCE NO # 14-008-00**

**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 6<sup>th</sup> day of February, 2014.  
**FINALLY PASSED AND APPROVED** on this the 20<sup>th</sup> day of February, 2014.

**THE CITY OF LEANDER, TEXAS**

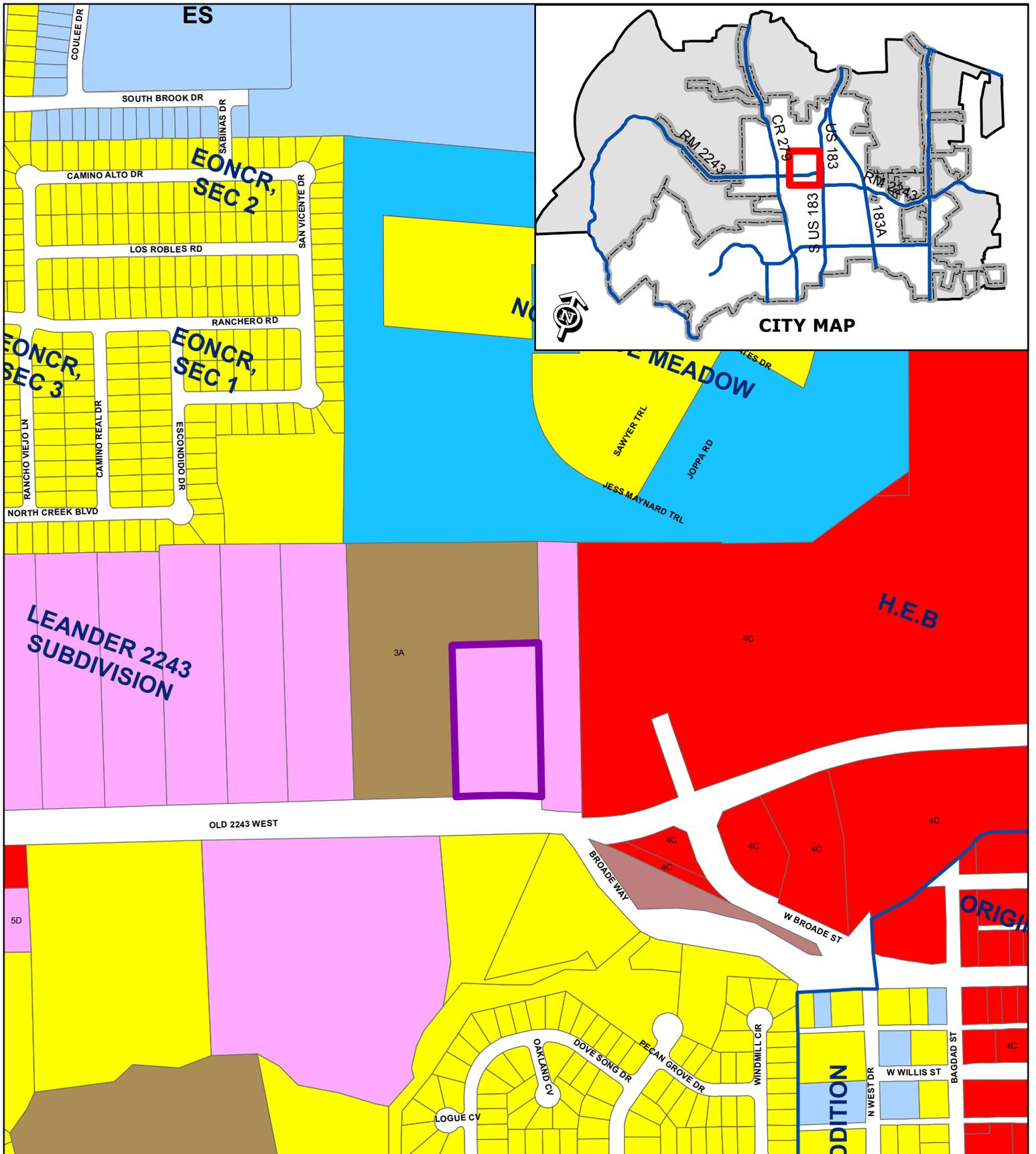
**ATTEST:**

---

Christopher Fielder, Mayor

---

Debbie Haile, City Secretary



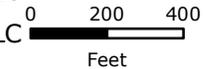
# EXHIBIT A

## 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

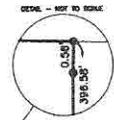
SCALE: 1"=100'

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

LEGEND	
●	IRON ROD FOUND
○	IRON ROD SET
⊕	CONCRETE MARK FOUND
⊖	WOOD POST FOUND
—	UTILITY LINE
⊗	SUBDIVISION CORNER MONUMENT
⊙	UTILITY POLE

## EXHIBIT A: PLAT OF PROPERTY

HEB GROCERY COMPANY, LP  
(2003003109)



### 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 1/4" 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;

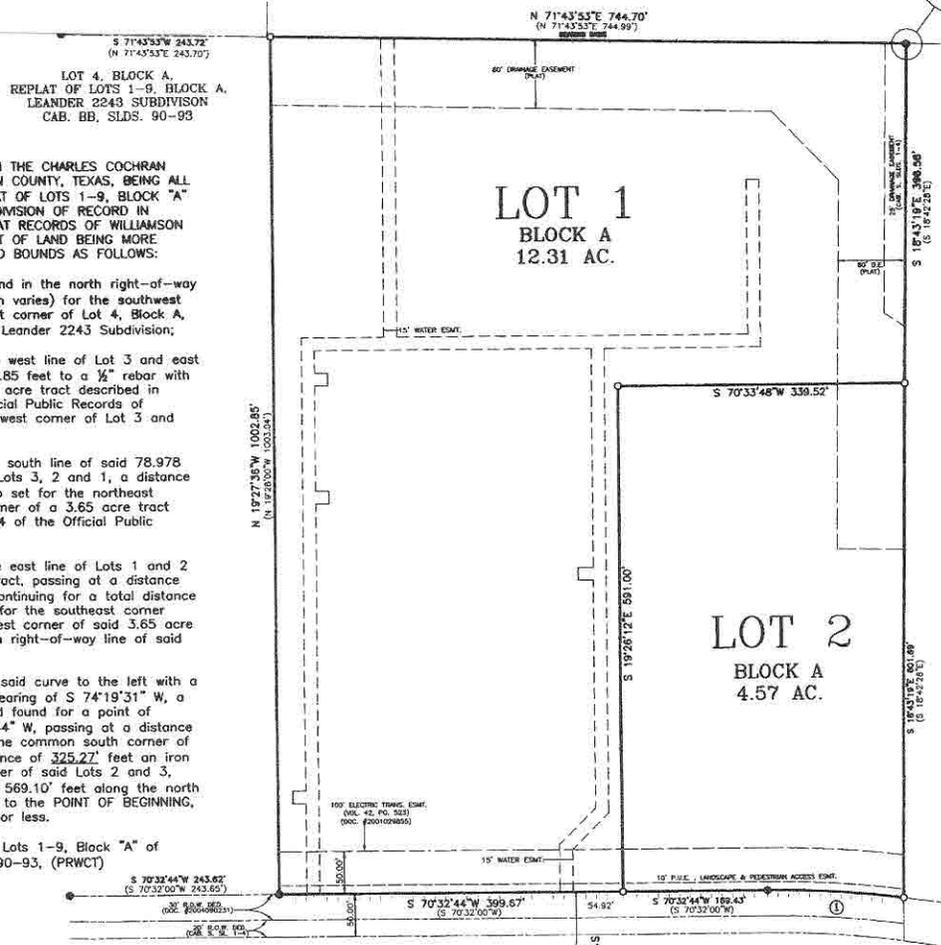
THENCE North 19°27'36" West, with the west line of Lot 3 and east line of said Lot 4, a distance of 1002.85 feet to a 1/4" rebar with cap set in the south line of a 78.978 acre tract described in Document No. 2003003109 of the Official Public Records of Williamson County, Texas, for the northwest corner 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 1/4" 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 1/4" rebar 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 an iron rod found for the common south corner of said Lots 1 and 2, passing at a distance of 325.27 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



KATHERINE RUTH HOWELL  
3.65 AC.  
(2005091464)

CURVE TABLE	
①	C-S 74°19'31" W 162.93'
	A=163.05' R=1235.86'
	(C+S 74°19'31" W 162.93')
	(A)=163.05'



**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 302663  
AUSTIN, TEXAS 78703

ACRAGE: 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  
TEL: (512) 440-0071 - FAX: (512) 440-0190

DATE: MARCH 15, 2010

Sidewalk identified on plat by: \_\_\_\_\_

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 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#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 16<sup>th</sup> DAY OF March, 2010, AD.

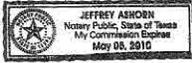
  
LEANDER 2243 INVESTMENT, LLC  
BLAKE RUE, MANAGING MEMBER  
P.O. BOX 302663  
AUSTIN, TEXAS 78703

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 16<sup>th</sup> 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:

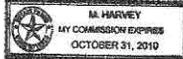
THAT MLMH, LTD., A TEXAS LIMITED PARTNERSHIP, AS THE LIEN HOLDER OF THAT CERTAIN 16.88 ACRES OF LAND SITUATED IN THE CHARLES COCHRAN SURVEY, ABSTRACT NO. 134, WILLIAMSON COUNTY, TEXAS, COMPRISED OF LOTS 1, 2 AND 3 OF THE "REPLAT OF LOTS 1-9, BLOCK A, LEANDER 2243 SUBDIVISION", A SUBDIVISION OF RECORD 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"

MLMH, LTD.  
  
MICHAEL HATCH  
AUTHORIZED REPRESENTATIVE

STATE OF TEXAS  
COUNTY OF TRAVIS:

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

  
NOTARY PUBLIC IN AND FOR TRAVIS COUNTY, TEXAS



STATE OF TEXAS:  
KNOW ALL ME 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, PE, CITY ENGINEER  
CITY OF LEANDER, TEXAS

ATTEST:   
DEBBIE HAILS, 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 21<sup>st</sup> DAY OF MARCH, 2010, AD, AT 10:21 O'CLOCK A.M., AND DULY RECORDED THIS THE 21<sup>st</sup> DAY OF MARCH, 2010, AD, AT 12:24 O'CLOCK P.M., IN THE PLAT RECORDS OF SAID COURT IN CABINET GG, SLIDES 185 AND 186.

WITNESS MY HAND AND SEAL OF THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE 15<sup>th</sup> DATE SHOWN ABOVE WRITTEN.

  
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 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.

  
HUNTER SHADBURNÉ,  
REGISTERED PROFESSIONAL ENGINEER  
STATE OF TEXAS  
AUSTIN CIVIL ENGINEERING, INC.  
2708 S. LAMAR BLVD. #2004  
AUSTIN, TEXAS  
(512) 306-0018  
DATE: 3/16/10



STATE OF TEXAS:

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.

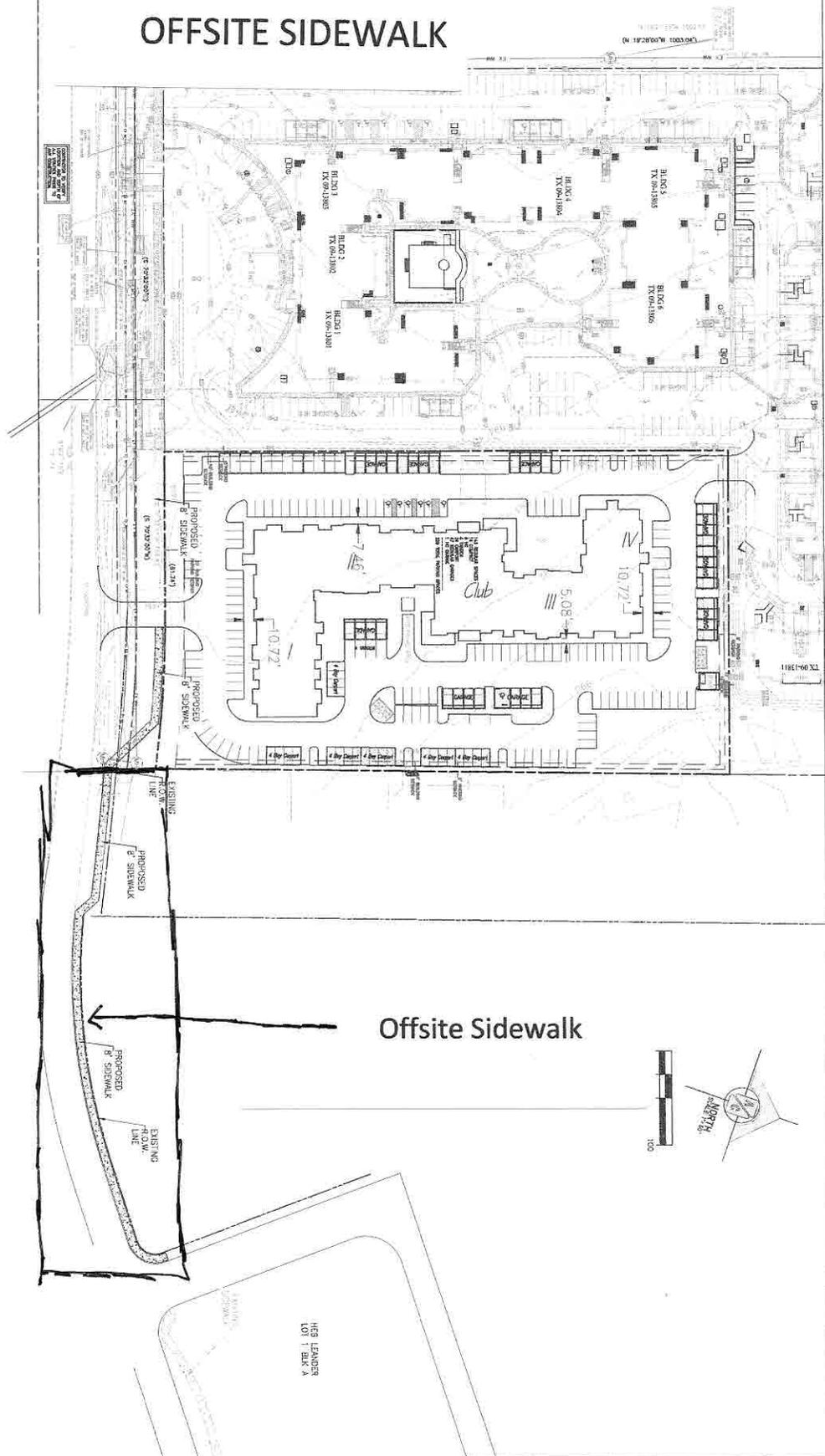
  
SURVEYED BY: C. RICHARD RALPH, R.P.  
ALL POINTS SURVEYING  
611 SOUTH CONGRESS, SUITE 100  
AUSTIN, TEXAS 78704  
DATE: 3/16/10



SLIDE 185



# EXHIBIT B: OFFSITE SIDEWALK



SITE CIVIL PLAN  
**2**

PUD  
SIDEWALK  
EXHIBIT

REV. NO.	DESCRIPTION	DATE

**SKYE**  
OLD 2243 W  
LEANDER, TEXAS 78641

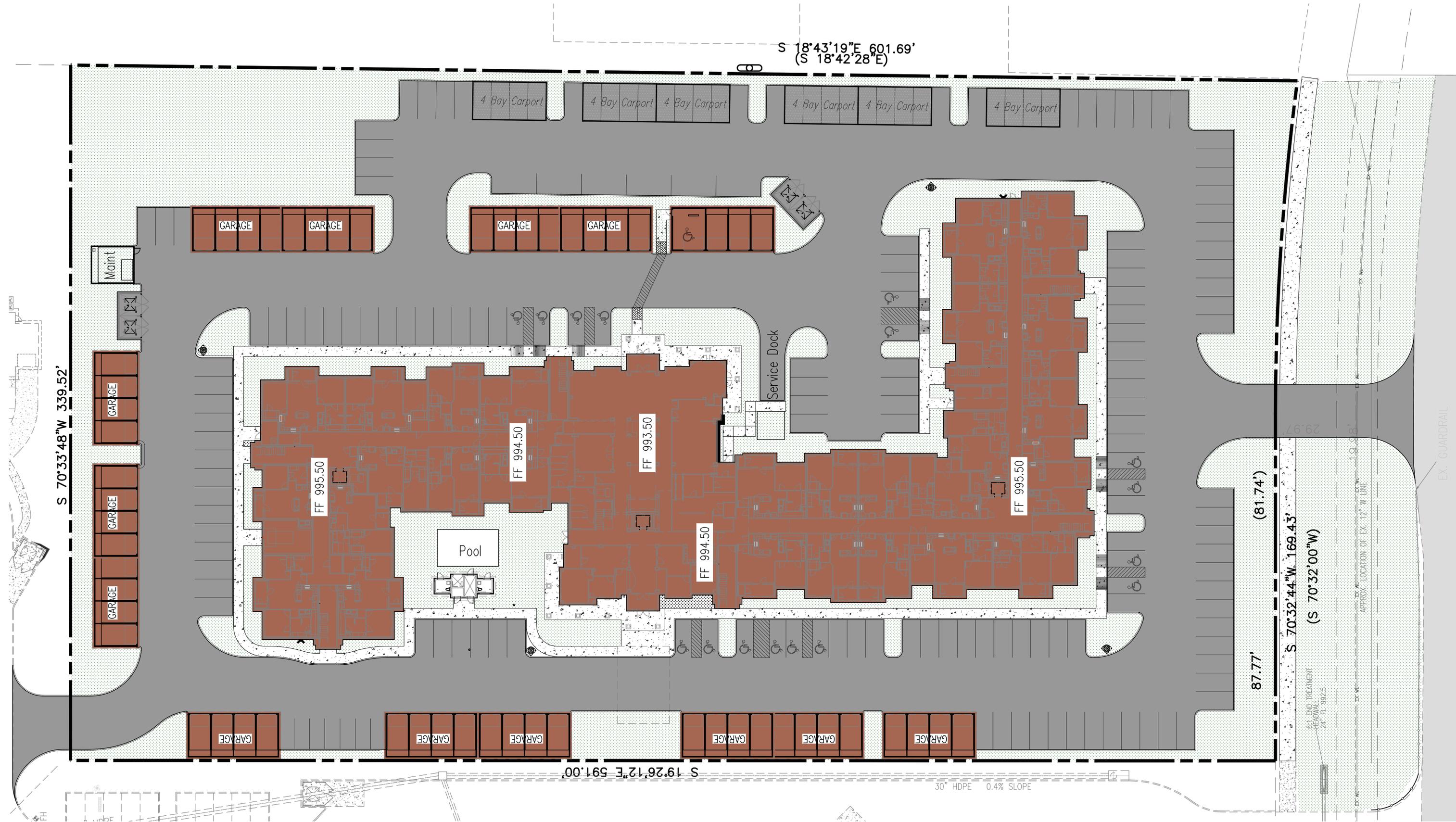
**AUSTIN CIVIL  
ENGINEERING, INC.**  
1996 FIRM # T-001078  
2708 SOUTH LEANAR BLVD. Ste 200A  
AUSTIN, TEXAS 78704  
PH: (512) 306-0676  
FAX: (512) 306-5146



# Exhibit C - Conceptual Elevation



# Exhibit D - Conceptual Site Plan





**Executive Summary**

**March 6, 2014**

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**Agenda Subject:** An Ordinance Of The City Of Leander, Texas, Amending The Annexation Plan To Add A Property To The Plan; Providing For The Amendment Of The Annexation Plan; Providing For Annexations Exempt From The Annexation Plan; And Providing For Related Matters.

**Background:** This ordinance amends the City's annexation plan to add the Falcon Oaks neighborhood to the plan and commence the three year annexation process for that area. Because the Falcon Oaks area contains greater than 100 separate tracts of land on which one or more residential dwellings are located on each tract, an annexation plan is required in order to annex the area.

**Origination:** City of Leander

**Financial Consideration:** None

**Recommendation:** Staff recommends approval of the ordinance amending the annexation plan to add the Falcon Oaks neighborhood.

**Attachments:**

1. Ordinance with exhibits
2. Annexation schedule
3. Map exhibit of annexation area

**Prepared By:** Tom Yantis, AICP  
Development Services Director

2/26/14

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ANNEXATION PLAN TO ADD A PROPERTY TO THE PLAN; PROVIDING FOR THE AMENDMENT OF THE ANNEXATION PLAN; PROVIDING FOR ANNEXATIONS EXEMPT FROM THE ANNEXATION PLAN; AND PROVIDING FOR RELATED MATTERS.**

**WHEREAS**, it is necessary and reasonable for the City of Leander, Texas, a Texas home rule municipality, (herein the “City”) to provide, modify and amend the annexation plan for land in the extra territorial jurisdiction of the City; and

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

**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. Annexation Plan.** The Annexation Plan, adopted January 2, 2003, and subsequently amended January 20, 2005 to remove all properties listed in the Annexation Plan, is hereby amended to add a property to the Annexation Plan. The amended and revised Annexation Plan attached as Exhibit “A” is hereby adopted. From time to time the City Council may amend the Annexation Plan to add or remove properties. The Annexation Plan shall consist of all properties to be annexed under the City Charter and Texas Local Government Code § 43.052 that are not exempt from the Annexation Plan. Upon the addition of any property to the Annexation Plan, the city staff is hereby directed to enter the dates of completion of each task indicated on the Annexation Plan and to complete the dates in a timely fashion consistent with Chapter 43.

**Section 3. Annexations Exempt from the Plan.** All annexations by petition or under authority conferred to the City pursuant to the Texas Local Government Code that fall within one of the following categories shall not be placed on the Annexation Plan, land areas that:

- a. contain fewer than 100 separate tracts of land on which one or more residential dwellings are located on each tract;
- b. will be annexed by petition of more than 50 percent of the real property owners in the area proposed for annexation or by vote or petition of the qualified voter or real property owners;

- c. were the subject of:
  - (i.) an industrial district contract under § 42.044, Tex. Loc. Gov't Code; or
  - (ii.) a strategic partnership agreement under Section § 43.0751, Tex. Loc. Gov't Code.
- d. are located in a colonia;
- e. are annexed under specific annexation grants in the Tex. Loc. Gov't Code, such areas being:
  - (i.) owned by the City;
  - (ii.) a navigable stream adjacent to and within the ETJ of the City; or
  - (iii.) authorized to be annexed pursuant to §§ 43.029, 43.031 or 43.035 Tex. Loc. Gov't Code; or
  - (iv.) as otherwise authorized pursuant to Tex. Loc. Gov't Code, Chapter 43.
- f. are located completely within the boundaries of a closed military installation; or
- g. the municipality determines are necessary to be annexed to protect the City or an area proposed for annexation from:
  - (i.) imminent destruction of property or injury to persons; or
  - (ii.) a condition or use that constitutes a public or private nuisance as defined by background principles of nuisance and property law of this state.

**Section 4. 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 5. Amendment of Ordinance No. 02-058-01.** Ordinance number 02-058-01 is hereby amended in its entirety as provided in this Ordinance and all ordinances or parts thereof conflicting or inconsistent with the provisions of this Ordinance as adopted and amended herein, are hereby amended to the extent of such conflict. The effect of the amendment is to add to the Annexation Plan a property that is not exempt. 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 6. Effective Date.** This Ordinance shall be in force and effect from and after its passage on the date shown below.

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

**PASSED AND APPROVED** on this the 6<sup>th</sup> day of March, 2014.

**ATTEST:**

**THE CITY OF LEANDER, TEXAS**

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Debbie Haile, City Secretary

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Christopher Fielder, Mayor

Annexation Plan for the City of Leander  
[March 6, 2014]

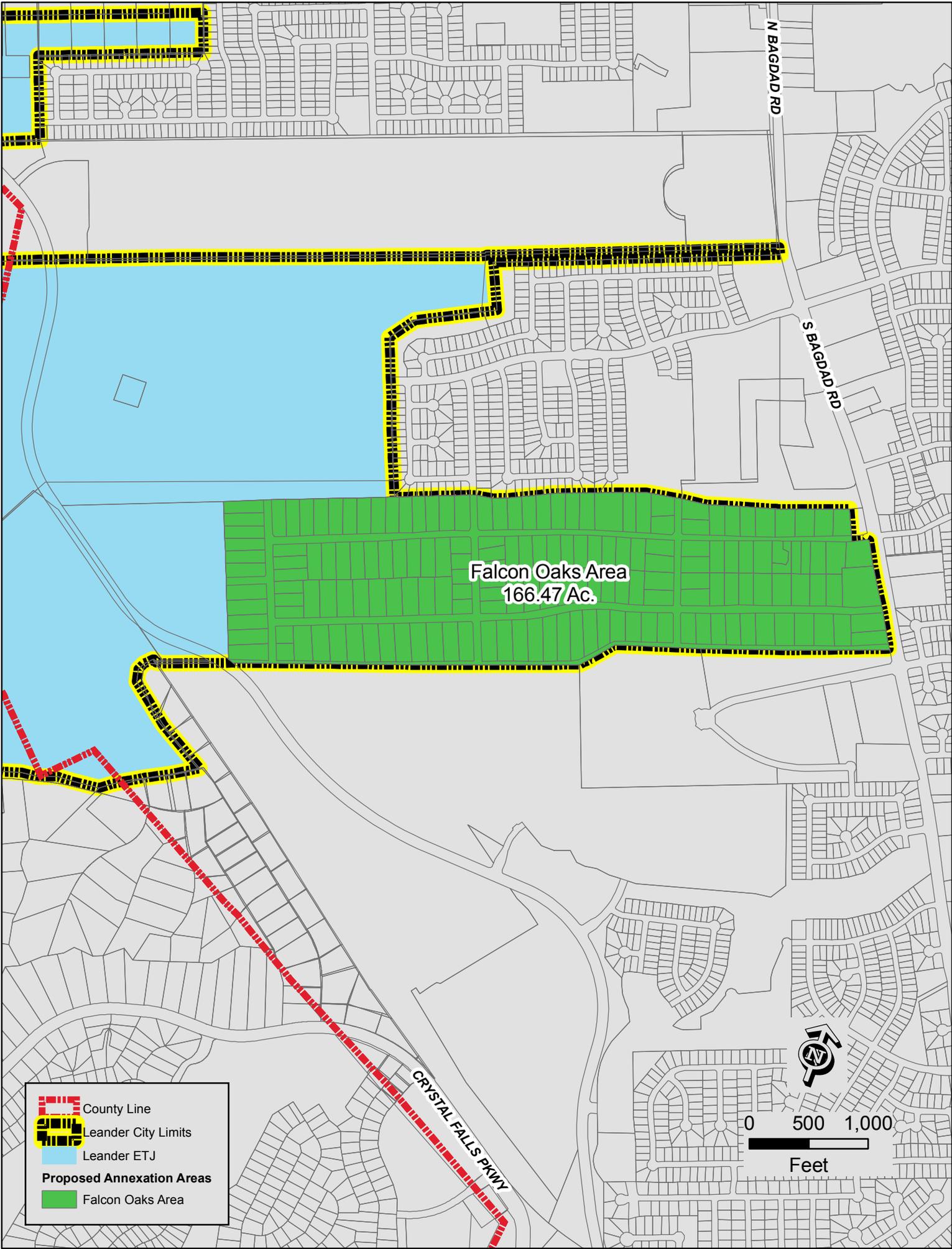
EXHIBIT "A"

Property Description	Date: Added to Plan	Date: Inventory Complete	Date: Service Plan Draft	Date: Removed from Plan
Falcon Oaks Subdivision	March 6, 2014			

**SCHEDULE FOR ANNEXATION APPLICABLE ONLY TO PROPERTY  
INCLUDED IN AN ANNEXATION PLAN - FALCON OAKS SUBDIVISION**

STEP	DATE	ACTION/EVENT
1	March 6, 2014	<b>COUNCIL BY WRITTEN ORDINANCE</b> amended Annexation Plan to include Falcon Oaks Subdivision (Loc. Gov't Code §§ 43.051 & 43.052)
2	After adoption of Annexation Plan Amendment	<b>POST AND MAINTAIN ANNEXATION PLAN ON CITY'S WEBSITE</b> (Loc. Gov't Code §43.052(j))
3	By June 4, 2014	<b>NOTICE TO PROPERTY OWNERS AND SERVICE PROVIDERS</b> of inclusion of property in Annexation Plan (If applicable, Notice to Railroad) (Loc. Gov't Code §43.052(f)) <b>INCLUDE REQUEST TO SERVICE PROVIDERS</b> for information necessary to compile inventory of services and facilities in <b>Step 4</b> <i>[Note: Service Providers have 90 days to provide the requested information, unless the City and the service provider agree to an extension.]</i> (Loc. Gov't Code § 43.053(c) – (f))
4	By the 60 <sup>th</sup> day after receiving information from service providers ( <u>November 1, 2014 latest possible deadline if notice sent June 4th, unless agreed to extend the period for providing the information</u> )  [Generally 8 months after adoption of the Annexation Plan]	<b>COMPLETE INVENTORY OF SERVICES AND FACILITIES</b> provided by services provides to the area in the Annexation Plan. <b>MAKE INVENTORY AVAILABLE</b> for public inspection. (Loc. Gov't Code, § 43.053(g))  City may monitor the services provided in the area proposed for annexation and verify the inventory information provided by the service provider. (Loc. Gov't Code, § 43.053(h))  <i>[Note: If service providers do not provide the requested information within 90 days or by the agreed extension deadline, the City is not obligated to include the service in the inventory]</i> (Loc. Gov't Code, § 43.053(c))
5	Before the public hearings in Step 7  [Generally 10 months after amendment of the Annexation Plan]	<b>COMPLETE A DRAFT SERVICE PLAN</b> for extension of municipal services to the area in the Annexation Plan (Loc. Gov't Code § 43.056(j))
6	Not less than 10 days nor more than 20 days before each public hearing	<b>NEWSPAPER NOTICE OF PUBLIC HEARINGS</b> <b>NOTICE BY CERTIFIED MAIL TO SERVICE PROVIDERS</b> and, if applicable, to the Railroad <b>SCHOOL DISTRICT NOTICE</b> (notify each school district of possible impact) <b>POST NOTICE ON WEB SITE</b> and <b>MAINTAIN UNTIL COMPLETE</b> (Loc. Gov't Code § 43.0561(c))
7	By the 90 <sup>th</sup> day after the Inventory complete and made available to the public ( <u>January 30, 2015 latest possible deadline, unless extension to provide the service information</u> )  [Generally 11 months after adoption of the Annexation Plan]	<b>HOLD TWO PUBLIC HEARINGS</b> <i>[Note: The Council has some flexibility in scheduling these hearings. For example, Council could hold the public hearings at two consecutive, regularly scheduled meetings, as long as both hearings are held before the 90<sup>th</sup> day after completion of the Inventory in Step 4.]</i> (Loc. Gov't Code, § 43.0561(a))  At least one hearing must be held in the area proposed for annexation if a suitable site is available and more than 20 adult, permanent residents of the area to be annexed file a written protest within 10 days after the date of publication of the hearing notice. (Loc Gov't Code § 43.0561(b))

8	After the public hearings	<p><b>NEGOTIATE WITH PROPERTY OWNERS FOR THE PROVISION OF SERVICES TO THE ANNEXED AREA</b>  (Loc. Gov't Code, §§ 43.0562 -- 43.0564 (a)).  County commissioner's court shall select five representatives to negotiate with the City for provision of services. (Loc. Gov't Code §43.0562(b)). The City may negotiate and enter a written agreement with the representatives for the provision and funding of services to the area. (Loc. Gov't Code §43.0563(a)). If the parties cannot reach an agreement, either party may request arbitration in writing before the 60<sup>th</sup> day after the service plan is completed in <b>Step 9</b>. (Loc. Gov't Code §43.0564(a))</p>
9	<p><b>By the 10<sup>th</sup> month after completion of the Inventory in Step 4.</b>  <i>(August 31, 2015 latest possible deadline)</i></p> <p><b>[Generally 18 months after adoption of the Annexation Plan]</b></p>	<p><b>COMPLETE MUNICIPAL SERVICES PLAN</b> for extension of municipal services to the area in the Annexation Plan  (Loc. Gov't Code § 45.056(a))</p>
10	<p><b><u>Institution Date</u></b>  <b>March 9, 2017</b></p> <p><b>[Property may be annexed not earlier than March 6, 2017 and not later than April 5, 2017]</b></p>	<p><b>FIRST READING OF ORDINANCE</b>  <i>[Note: Property included in the Annexation Plan cannot be annexed sooner than the third anniversary of the date the property is included in the Annexation Plan, and must be annexed no later than the 31<sup>st</sup> day after the third anniversary of the date the property was included in the Annexation Plan.]</i>  (Loc. Gov't Code, §§ 43.052(c) &amp; (g))</p>
11	<p><b>March 16, 2017</b></p> <p><b>[Property may be annexed not earlier than March 6, 2017 and not later than April 5, 2017]</b></p>	<p><b>SECOND-FINAL READING OF ORDINANCE</b>  [See note in <b>Step 10</b>]</p>
12	<p>By April 14, 2017</p>	<p><b>CITY SENDS COPY OF MAP</b> showing boundary changes to County Voter Registrar in a format that is compatible with mapping format used by registrar  Election Code §42.0615</p> <p><b>CITY PROVIDES CERTIFIED COPY OF ORDINANCE AND MAPS TO:</b></p> <ol style="list-style-type: none"> <li>1. County Clerk</li> <li>2. County Appraisal District</li> <li>3. County Tax Assessor Collector</li> <li>4. 911 Addressing</li> <li>5. Sheriff's Office</li> <li>6. City Department Heads</li> <li>7. State Comptroller</li> <li>8. Franchise Holders</li> </ol>



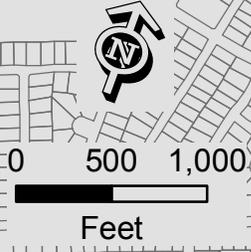
N BAGDAD RD

S BAGDAD RD

CRYSTAL FALLS PKWY

Falcon Oaks Area  
166.47 Ac.

-  County Line
-  Leander City Limits
-  Leander ETJ
- Proposed Annexation Areas**
-  Falcon Oaks Area





**Executive Summary**

**March 6, 2014**

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**Agenda Subject:** An Ordinance Of The City Of Leander, Texas, Abandoning Portions Of Gabriel Street Right-Of-Way And Authorizing Conveyance Of Said Right-Of-Way To The Abutting Property Owners In Exchange For Portions Of Vacated East Street Right-Of-Way; Making Findings Of Fact; And Providing For Related Matters.

**Background:** In order to facilitate the future extension of East Street between South Street and Hero Way, staff has worked with the property owner of the vacated East Street ROW to swap the platted but unimproved Gabriel Street ROW for the desired East Street ROW. The two parcels are of similar size and equal value. The property owners on either side of the Gabriel Street ROW have worked out the percentage conveyance of that ROW and will sign documents to that effect upon approval of the ordinance.

**Origination:** Applicant: Mark Kronkosky

**Financial Consideration:** As consideration for the vacation of Gabriel Street, the City will receive the conveyance of the previously vacated East Street ROW. The two parcels are of equal value.

**Recommendation:** Staff recommends approval of the ordinance.

**Attachments:**

1. Ordinance
2. Aerial Exhibit
3. Valuation Report

**Prepared By:** Tom Yantis, AICP  
Development Services Director

02/26/14

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, ABANDONING PORTIONS OF GABRIEL STREET RIGHT-OF-WAY AND AUTHORIZING CONVEYANCE OF SAID RIGHT-OF-WAY TO THE ABUTTING PROPERTY OWNERS IN EXCHANGE FOR PORTIONS OF EAST STREET RIGHT-OF-WAY; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.**

**Whereas**, the City of Leander, Texas (the “City”) and abutting property owners (the “Owners”) have entered into discussions in which the City has agreed to exchange vacated portions of public right-of-way commonly known as Gabriel Street (the “City Property”) to the Owners in exchange for the dedication to the City of portions of vacated East Street right-of-way (the “Exchange Property”); both being included in the plat of Leander, Volume 33, Page 546 in the Deed Records of Williamson County, Texas and being more particularly shown and described in Exhibit “A” attached hereto and incorporated herein for all purposes.

**Whereas**, the abandonment of the City Property was made contingent upon dedication of the Exchange Property;

**Whereas**, the City Property bisects property of the Owners, is surplus and not necessary for use by the City, the general public, or the landowners adjacent thereto as an alley or street;

**Whereas**, the Exchange Property is located adjacent to the City’s Lift Station #1;

**Whereas**, both City Property and the Exchange Property are located partially in areas designated as floodplain and due to their sizes, it has been determined the best use of the City Property and Exchange Property is assemblage with the adjoining properties.

**Whereas**, the fair market value of the Exchange ROW dedicated to the City is approximately the same as the fair market value of the City Property to be abandoned and released by the City; and

**Whereas**, the City is authorized by Chapter 271 of the Texas Local Government Code to exchange rights-of-way without obtaining an appraisal and without bidding;

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

**Section 1. Findings of Fact.** The findings and recitations set out hereinabove are 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. Right-of-Way.** The City Property, the portion of the public right-of-way known as Gabriel Street, more particularly shown and described in Exhibit A, is hereby permanently closed, vacated, and abandoned by the City and the general public.

**Section 3. Consideration and Authorization to Execute Special Warranty Deed.** In

consideration for the dedication of the Exchange Property as well as other good and valuable consideration, the Mayor and the City Secretary are hereby authorized, empowered, instructed and directed to execute special warranty deeds in a form substantially similar to that set forth in Exhibit “B”, conveying the rights and interests of the City in the City Property to abutting property owners, in proportion to their ownership of the abutting property while retaining necessary easements, if any; provided that an owner in fee of abutting property may, by a written notarized instrument, release and assign or partially release and assign his or her right to purchase a portion of the street right-of-way to any other owner of property that abuts such street right-of-way, in a form substantially similar to that set forth in Exhibit “C” (the “Release”), thereby authorizing the City to convey such released interest to such assignee. Upon the execution and filing of the special warranty deeds described herein in the Williamson County Real Property Records, such deeds shall be and become valid and binding acts of the City of Leander, Texas.

**Section 4. Severability.** Should any section or part of this Ordinance be held unconstitutional, illegal, or invalid, or the application to any person or circumstance thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end, the provisions of this Ordinance are declared to be severable.

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

**Section 6. Open Meetings.** It is hereby officially found and determined that this meeting was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by the Open Meetings Act, Chapter 551, Texas Government Code.

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**Attest:**

**THE CITY OF LEANDER, TEXAS**

\_\_\_\_\_  
Debbie Haile, City Secretary

\_\_\_\_\_  
Christopher Fielder, Mayor

**Exhibit “A”**

**Property Descriptions – Gabriel and East Streets**

**Exhibit “B”**

**SPECIAL WARRANTY DEED**

**THE STATE OF TEXAS** §

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

That the **City of Leander, Texas**, a Texas municipal corporation, hereinafter called “**GRANTOR**,” for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), together with other good and valuable consideration, to **GRANTOR** cash in hand paid by

---

(insert name(s) of buyer(s)), hereinafter called “**GRANTEE**”, the receipt of which is hereby acknowledged, has **GRANTED, SOLD and CONVEYED**, and by these presents does **GRANT, SELL and CONVEY** unto the said **GRANTEE**, all that certain lot, tract or parcel of land known and described as follows:

**PROPERTY:** (insert property description and attach survey and/or metes and bounds description)

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

***GRANTOR** hereby expressly reserves an exclusive, \_\_\_\_\_ easement for the purpose of placing, constructing, operating, repairing, maintaining, rebuilding, replacing, relocating and removing or causing to be placed, constructed, operated, repaired, maintained, rebuilt, replaced, relocated and removed structures or improvements reasonably necessary and useful for drainage and conveyance of storm water run-off, the City’s drainage system, or the supplying of water, sanitary sewer service, and/or any other utility services or public facility in, upon, under and across the Property.*

***GRANTEE** covenants and agrees to use the Property only in those ways consistent with the drainage and public utility easement herein reserved and agrees to do nothing which would impair, damage, or destroy or interfere with the drainage or public utility easement or any structure, facility, or improvement placed thereon, and it is further understood and agreed that the covenants and agreements set forth herein regarding the drainage and public utility easement shall be considered covenants running with the land, fully binding upon **GRANTEE** and Grantee’s successors and assigns.*

**TO HAVE AND TO HOLD** the above described premises, together with all and

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

This deed is subject to the drainage and public utility easements reserved in this instrument and all other easements, restrictions, covenants, conditions and other instruments of record.

**EXECUTED** at Leander, Williamson County, Texas, this the \_\_\_ day of \_\_\_\_\_ 2014.

Attest:

**City of Leander, Texas**

\_\_\_\_\_  
Debbie Haile, City Secretary

\_\_\_\_\_  
John D. Cowman, Mayor

**THE STATE OF TEXAS** §

**COUNTY OF WILLIAMSON** §

**BEFORE ME**, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared John D. Cowman, Mayor, of the City of Leander, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this \_\_\_ day of \_\_\_\_\_2014.

\_\_\_\_\_  
Notary Public - State of Texas

AFTER RECORDING PLEASE RETURN TO:

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

**Exhibit "C"**

**RELEASE AND ASSIGNMENT OF INTEREST IN PROPERTY**

**THE STATE OF TEXAS                    §**

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

I/We, \_\_\_\_\_  
(“**RELEASOR(S)**”), am/are the owner(s) in fee of property that abuts the street right-of-way commonly known as Gabriel Street located in Leander, Williamson County, Texas (the “**ROW**”). The City Council of the City of Leander, Texas, has authorized conveyance of the **ROW** to abutting property owners in proportion to their ownership of the abutting **ROW**.

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

**PROPERTY:**

(insert property description and survey and/or metes and bounds description)

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

**EXECUTED** at \_\_\_\_\_, \_\_\_\_\_ County, Texas, this \_\_\_ day of \_\_\_\_\_ 2014.

**RELEASOR(S)**

\_\_\_\_\_  
By: \_\_\_\_\_ (printed name)

\_\_\_\_\_  
By: \_\_\_\_\_ (printed name)

**THE STATE OF TEXAS** §

**COUNTY OF** \_\_\_\_\_ §

**BEFORE ME**, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared \_\_\_\_\_, Releasor herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this \_\_ day of \_\_\_\_\_2014.

\_\_\_\_\_  
Notary Public - State of Texas

**THE STATE OF TEXAS** §

**COUNTY OF** \_\_\_\_\_ §

**BEFORE ME**, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared \_\_\_\_\_, Releasor herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

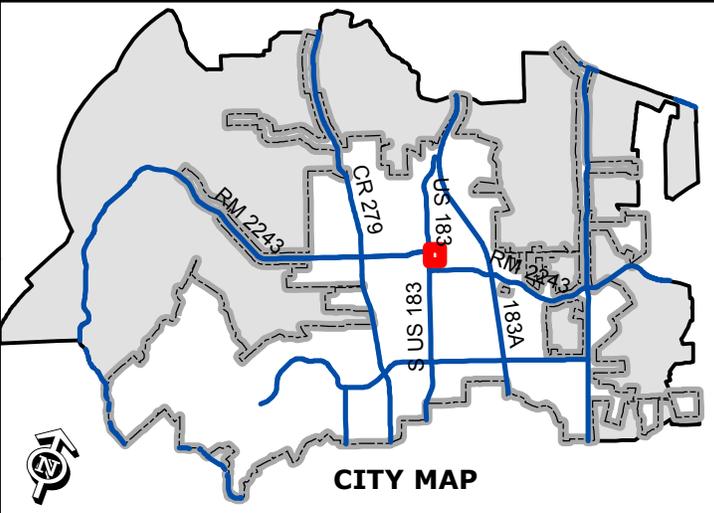
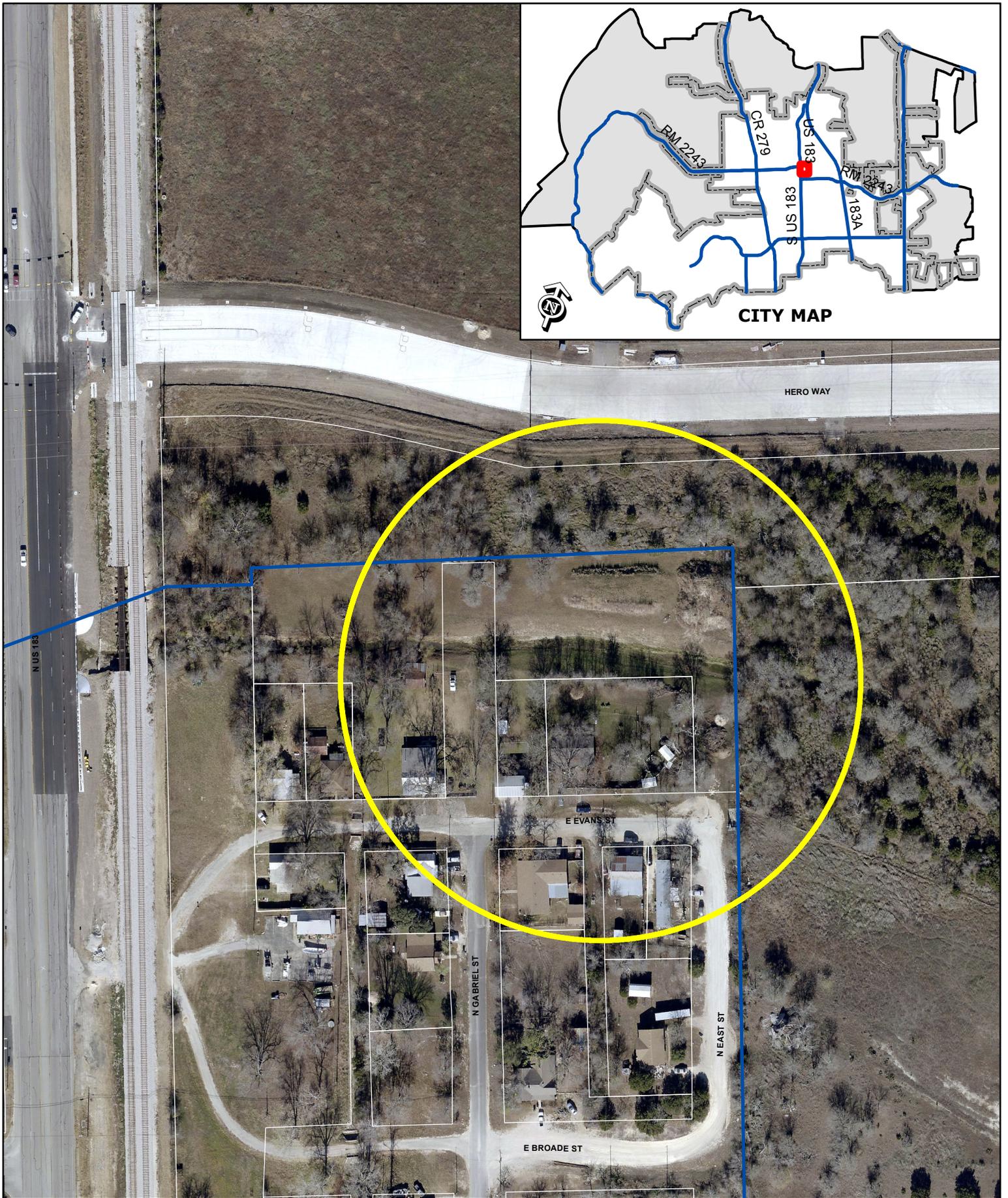
GIVEN UNDER MY HAND AND SEAL OF OFFICE on this \_\_ day of \_\_\_\_\_2014.

\_\_\_\_\_  
Notary Public - State of Texas

**AFTER RECORDING PLEASE RETURN TO:**

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





**East St & Gabriel St ROW Swap**

**Attachment #2**

Aerial Exhibit - Approximate Boundaries



 City Limits



**TO:** Tom Yantis, AICP  
City of Leander  
Director of Development Services

**FROM:** Dianna Tinkler

**DATE:** February 14, 2014

**RE:** Right of Way Exchange – Gabriel St. (16,080 SF) and East St. (15,843 SF)

The purpose of this memo is to provide data regarding property values for the City of Leander's use in estimating a value for the Gabriel Street right of way containing 16,080 square feet in exchange for the East Street right of way containing 15,843 square feet located between Evans Street and the north side of Blocks 1 and 2 of the plat of Leander, recorded in Volume 33, Page 546 in the Deed Records of Williamson County, Texas. This data is used to provide an estimated range of value, but is not intended to be an appraisal of the property.

Mark Kronkosky is the owner of Lots 1, 2 and 4, Block 2 and Lots 1 and 2, Block 1, plat of Leander and the northern abandoned part of East Street and a triangular strip located along said Blocks 1 and 2, totaling 2.12 acres. He has requested the exchange of 15,843 square feet of vacated East Street which he owns in exchange for the City of Leander's 16,080 square feet of vacated Gabriel Street right of way. The vacated Gabriel Street right of way bisects Kronkosky's property. The most probable use for the City's vacated Gabriel Street right of way would be for assemblage with the adjoining property owned by Kronkosky (Lot 2, Block 1 and Lots 1 and 4 of Block 2). The abandoned East Street right of way is located on the most easterly 55 feet of Kronkosky's 2.12-acre property and is adjacent to the City of Leander's Lift Station #1 located at 205 Evans Street. The property is visible from U. S. 183, but has limited access due to the railroad tracks. The property is accessed from Gabriel Street off of South Street. According to City zoning map, the area within the plat of Leander is zoned general commercial and is located within the Transit Oriented Development (TOD). Williamson Central Appraisal District (WCAD) has assessed Kronkosky's total 2.12 acres at \$0.50/SF. This is due to its large size as compared to the other lots in the neighborhood and because most if not all of the rear portion of 2.12 acres is within the floodplain and is subject to flooding.

The WCAD assessed values have been reviewed for the lots within Blocks 1, 2 and 9 for the plat of Leander, recorded in Volume 33, Page 546 in the Deed Records of Williamson County, Texas in order to estimate a value for the rights of way for Gabriel Street and East Street.

The lots within Blocks 1 and 2 of Plat of Leander range in assessed value from \$0.50/SF to \$3.96/SF. According to the WCAD appraisal staff, this neighborhood is considered a "pocket" neighborhood and is unique because: 1)it is part of the original plat of Leander 2)has visibility from US 183 and Hero Way but no access to US 183 due to the railroad tracks and Gabriel Street is not a through street to Hero Way, and 3)area is still primarily improved as a residential neighborhood. This "pocket" neighborhood is now zoned general commercial and is included in the TOD. WCAD does not know of any sales activity in this neighborhood for the past 3-4 years. WCAD staff also stated that Kronkosky has protested his assessed value for last 7+ years and the majority of the rear portion of his property is within the floodplain area and is subject to flooding. In addition, Kronkosky has reported to WCAD that he has had water up to his back door, but never inside his house. For these reasons, Kronkosky's property has been assessed at \$0.50/SF. The three properties in Blocks 1 and 2 assessed at \$3.96/SF were assessed at a higher price per square foot due to their small size being only half of a lot or 0.169 acres in size. In comparison, Lot 4 and the east half of Lot 3, Block 1 (containing 0.5076

acres) owned by Gober was assessed at \$1.98/SF. Lots 1, 2 and 3 of Block 9 (containing 0.2066 acres) owned by Johnson is also included in an attempt to include a property more similarly sized to the Gabriel Street and East Street rights of way. The Johnson property was assessed at \$3.47/SF. According to the FEMA maps, the Gober property has minimal area, if any, located within the floodplain and the Johnson property is outside the floodplain. The WCAD staff did indicate that due to the lack of sales activity that the other values in this area probably need to be adjusted downward. However, the focus of the assessed value is mainly on the value of the whole property rather than the pro ration between land and improvements.

In addition, the properties listed for sale within the plat of Leander between South Street and Hero Way were researched and their associated WCAD assessed values were reviewed for these same lots in order to estimate the value of the Gabriel Street and East Street right of way exchange for the City of Leander.

Listing #1 and #2 are located at 216 Gabriel and 300 Gabriel, respectively. According to Carolyn Barbian with Keller Williams, 216 Gabriel is listed for \$152,000 which is about \$5.00/SF for the 0.68 acres and is zoned general commercial. Ms. Barbian stated that the property was valued as land only since the house is unlivable because it has no heat or air conditioning and the roof and foundation are in bad condition. The house has been used as a meeting room in the past, but would most likely be razed when this property is redeveloped. Ms. Barbian indicated that 300 Gabriel is listed at \$123,000 which is about \$5.00/SF for the 0.55 acres and is zoned general commercial. This property is not in good condition either and the house would probably be razed when property is redeveloped. Neither property is located within the floodplain. In summary, both properties have been on the market for 5-6 years which is an indication that they may be priced too high for the current demand. WCAD has assessed the land value of 216 Gabriel at \$1.73/SF and 300 Gabriel at \$1.98/SF.

Listing #3 is located at 100 East Evans and 103 East Willis. This 4.43-acre tract is comprised of almost two full (except two lots) City blocks containing 1.23 acres and part of the old railroad right of way containing 3.2 acres, which extends all the way to South Street. The 4.43-acre tract improved with the two houses is listed at \$1.2 million. This property is now being offered as 4 - 1.0-acre tracts. Each tract is slightly over 1.0-acre and is listed at \$300,000 to \$350,000 or between \$6 and \$7/SF. This property has been listed for an extended period of time without any interest which indicates that it may be priced too high for current market conditions. This property is located in the TOD, is zoned general commercial, and is not located within the floodplain. WCAD has assessed the 3.67 acres of land for the homestead property at \$0.89/SF. The non-homestead 0.68 acres are assessed at \$1.73/SF.

In talking to WCAD staff, they stated that due to the limited access off of South Street that the future development of the neighborhood between East Street and Gabriel Street will be greatly influenced by the acreage tract located to the east of East Street. The acreage tract east of East Street will either assemble these lots into their development or extend access to Mel Mathis as part of their development which will begin the transition of this residential neighborhood to a commercial use. If neither of these events happen, then this "pocket" neighborhood is likely to remain residential even though it is located within the TOD and is currently zoned commercial. Keeping this in mind, the most probable use for the Gabriel Street and East Street right of ways will be assemblage with the adjoining properties.

After reviewing all of the data, most weight was given to Gober's property (0.5076 acres) assessed at \$1.98/SF, the Johnson property (0.2066 acres) assessed at \$3.47/SF, and the three listings ranging in assessed value from \$1.73 to \$1.98/SF. None of these properties

appear to be in the floodplain. Gober's property and the three listings are larger in size than Gabriel Street and East Street which indicates a higher value per square foot for Gabriel Street and East Street rights of way since smaller tracts tend to sell for a higher value than larger tracts as indicated by the Johnson property. The Gabriel Street and East Street rights of way each contain 0.36 acres. Since their size is between the Gober and Johnson properties, this indicates that the two street rights of way range in fee simple value between \$1.73 and \$3.47/SF. It is estimated that the fee simple value would be in the \$2.50/SF to \$3.00/SF range. However, in looking at Gabriel Street and East Street rights of way, it appears that both have about half of their total area located in the floodplain. To account for half of the property being in the floodplain, a 50% reduction in value was applied due to the limited use of the rear half of the property. In addition, the two street rights of way are narrow being 55 feet and 60 feet wide with 268 feet of depth. The shape would make it more difficult to develop these tracts with a commercial use and further supports that the best use for these properties is for assemblage with the adjoining properties. In talking to appraisers, it is common practice in the real estate industry to reduce the value of street rights of way due to their limited marketability. In this scenario, a 25% reduction in value is acceptable. By applying the 50% reduction for floodplain area and 25% reduction for assemblage, the indicated range of value is as follows:

Gabriel Street (16,080 square feet or 0.369 acres)

$$16,080 \text{ SF} \times 2.50/\text{SF} = \$40,200 \times 50\% = \$20,100 \times 25\% = \$15,075$$

$$16,080 \text{ SF} \times 3.00/\text{SF} = \$48,240 \times 50\% = \$24,120 \times 25\% = \$18,090$$

This would indicate a full fee simple value for Gabriel Street ranging from \$15,075 to \$18,090 with an average value of \$16,582 or rounded to \$16,500 (\$1.03/SF).

East Street (15,843 square feet or 0.364 acres)

$$15,843 \text{ SF} \times 2.50/\text{SF} = \$39,608 \times 50\% = \$19,804 \times 25\% = \$14,853$$

$$15,843 \text{ SF} \times \$3.00/\text{SF} = \$47,529 \times 50\% = 23,765 \times 25\% = \$17,824$$

This would indicate a full fee simple value for East Street ranging from \$14,853 to \$17,824 with an average value of \$16,339 or rounded to \$16,500 (\$1.04/SF).

The estimated value of the 16,080 square feet of Gabriel Street and 15,843 square feet of East Street rights of way are both estimated to be \$16,500.

NOTES:

1. Fill dirt and brush have been stockpiled on the East Street right of way owned by Kronkosky.

Attachments

- Sketch of Gabriel Street and East Street (Provided by Kronkosky)
- Plat of Leander
- Floodplain Map



1

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Lavinia E. Evans acknowledged such instrument to be her, act and deed, and declared that she had willingly signed the same for the purposes and considerations therein expressed and that she wished not to retract it,

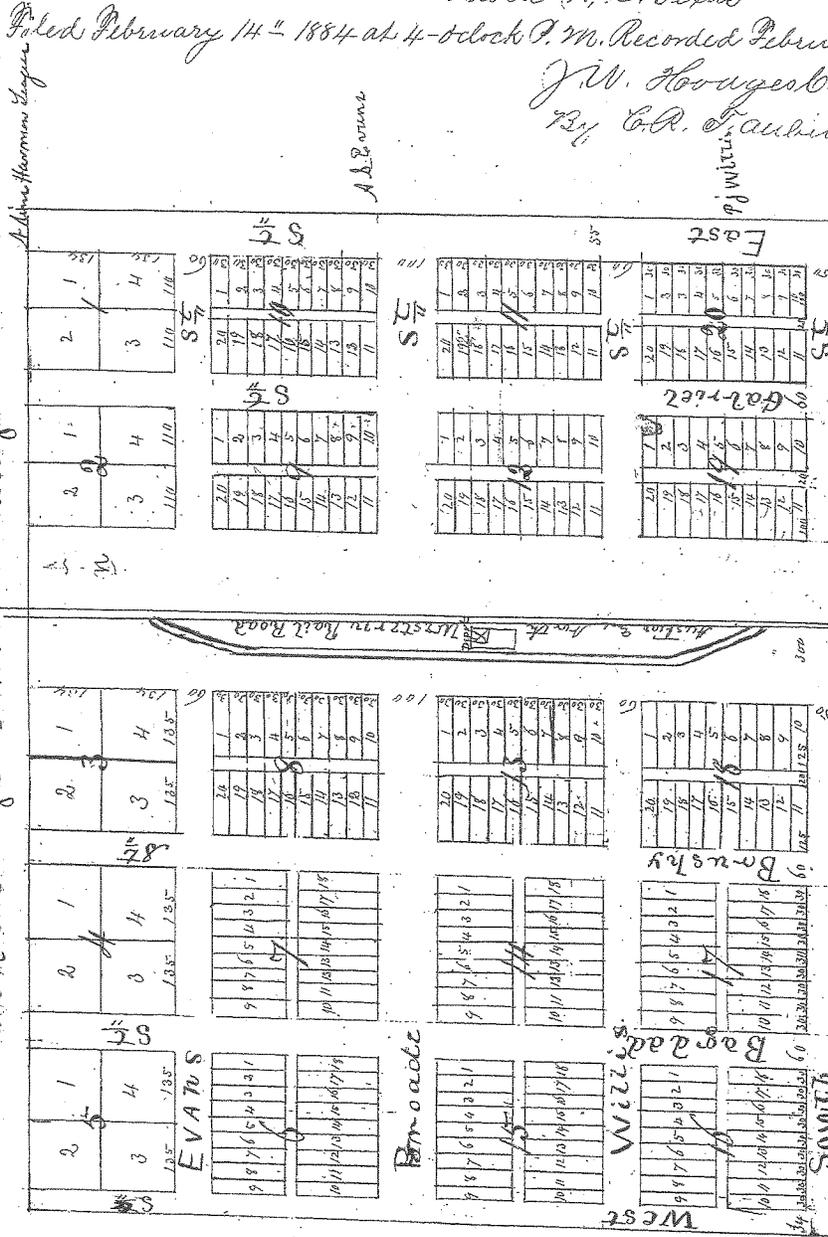
Given under my hand and seal of office this 16 day of June A.D. 1882.

R. M. Linnell J. P. and Co. Office, Notary Public, H. T. Texas

Filed February 14<sup>th</sup> 1884 at 4 o'clock P. M. Recorded February 16<sup>th</sup> 1884

J. W. Hoopes Clerk L. C. By C. R. Faulkner Deputy

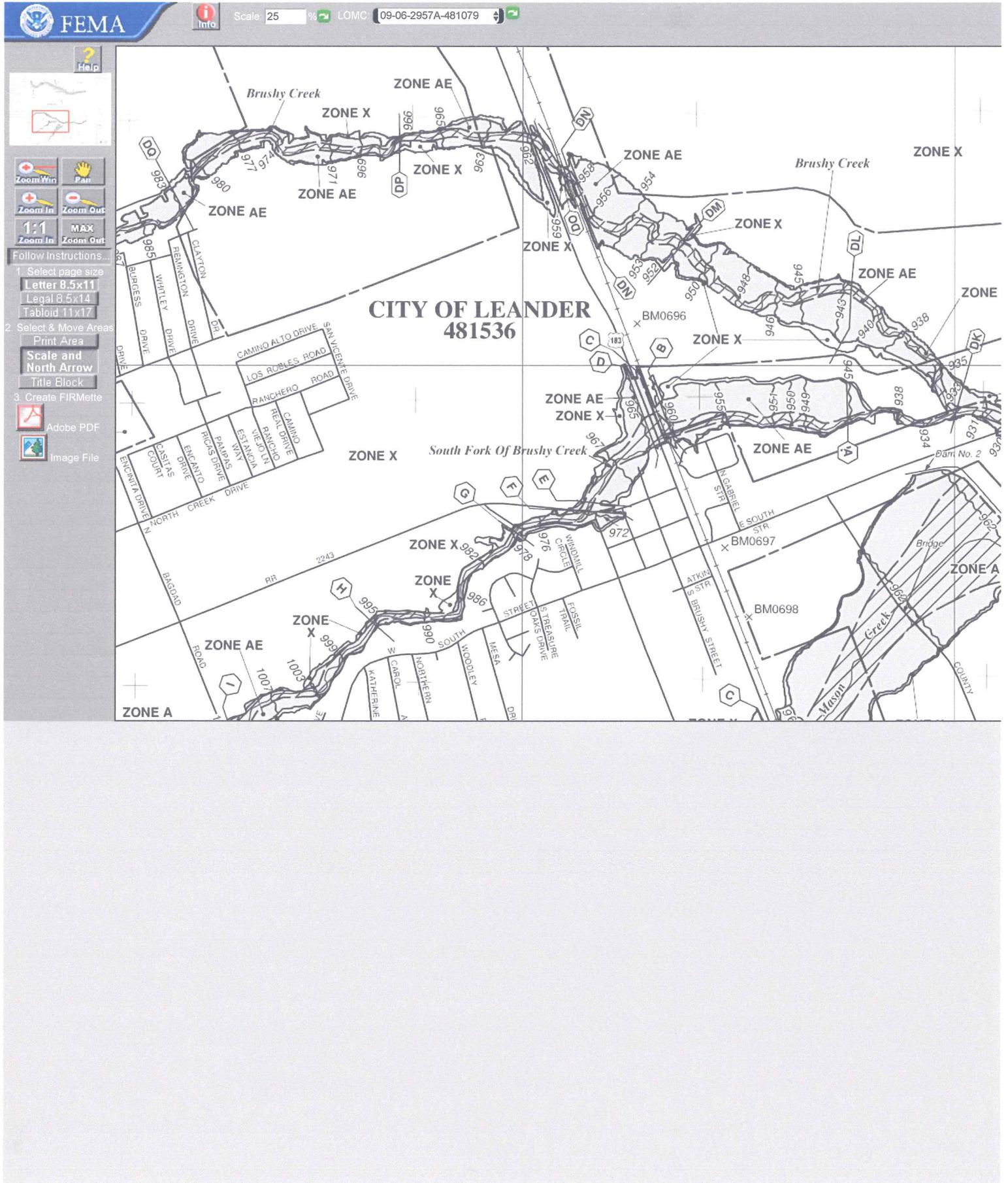
PLAT of LEANDER Williams, Co Texas Part of the Elijah D Harmon League



Elijah D Harmon League

A. B. Evans

J. W. Hoopes





**Executive Summary**

**March 6, 2014**

**Agenda Subject:** Accept a grant from FEMA's Assistance to Firefighters Grants for the Leander Fire Department.

**Background:** The City of Leander continues to grow and have an increase on the demands for services of the fire department. While we continue to add career firefighters to help meet that need, we are fortunate to have the ability to have dedicated individuals to supplement that need by volunteering their time to serve with the Leander Volunteer Fire Department which serves as supplement in multiple areas of the fire department. To help keep this program growing and to be effective we would like to accept the FEMA AFG grant. This grant would allow for us to hire an administrative level person to coordinate volunteer activities, recruit and support retention activities and work to provide public education. This grant also helps to purchase equipment and training materials that will be used for training that will be for all department members as well as equipment for the volunteers. This grant is added to help enhance program that is an important part of the department and help us be able to build department activities and develop firefighters to move from the volunteer status to career positions. This grant is for \$473,375 dollars to be payable over four years with no match required.

**Origination:** Bill Gardner, Fire Chief

**Recommendation:** Staff recommends Council approval of this Ordinance.

**Attachments:** Letter of Award, Grant Budget, Summary of Grant, and Grant History

**Prepared by:** Bill Gardner

## Summary Award Memo

### SUMMARY OF ASSISTANCE ACTION

Assistance to Firefighters Grant Program

INSTRUMENT: GRANT

AGREEMENT NUMBER: EMW-2013-FF-00451

GRANTEE: Leander Fire Department

AMOUNT: 473,375.00, Recruitment

### BACKGROUND

The authority of this program for FY 2003 is derived from the Federal Fire Protection and Control Act of 1974 (15 U.S.C. 2201 et seq.), as amended by the Floyd D. Spence National Defense Authorization Act for FY 2002, Pub.L. 107-73. In fiscal year 2003, Congress appropriated a total of \$750,000,000 to carry out the activities of this Assistance to Firefighters Grant Program. In October 2002, FEMA met with the major fire service organizations to discuss implementation of the FY 2003 program. A decision was made that applicants may apply for grants in one program, however, the program may have multiple categories. The maximum amount an applicant may be awarded is \$750,000.00 in one program during any fiscal year. At this time, there is no predetermined funding level for the average size of grants FEMA will make. The four programs selected for funding under this grant program are as follows:

#### 1. Fire Operations and Firefighter Safety Program.

Eligible activities under this function are training, wellness and fitness, firefighting equipment, personal protective equipment and modifications to fire stations and facilities.

#### 2. Fire Prevention Program.

Eligible activities under this function include, but are not limited to, public education and awareness activities, fire codes enforcement activities, fire inspector certifications, purchase and installation of smoke alarms and fire suppression systems, wildland mitigation and arson prevention and detection activities.

#### 3. Emergency Medical Services Program.

Eligible activities under this function for fire-based EMS units are equipment limited to training and wellness & fitness initiatives. Vehicles, such as ambulances, are not eligible in this programmatic area.

4. Firefighting Vehicles Acquisition Program. Eligible apparatus under this program include, but are not limited to, pumpers, brush trucks, tankers, rescue, ambulances, quints, aeriels, foam units, and fireboats. They may only apply for one vehicle per year.

On March 14, 2003, Assistance to Firefighters Grant Program; Final Rule, was published in the Federal Register. The application was automated and available on-line. The application was accessible from the FEMA and USFA Internet websites from March 10, 2003 thru April 11, 2003. The automated application was designed with many built-in "help screens" to assist the applicants through the application process. Paper applications were discouraged, but accepted. They were discouraging paper applications because of the inherent delays associated with processing a paper application. Additionally, paper applications didn't have the built-in help that was available to the on-line applicants. Also, there was no built-in assurance that their paper application was complete when submitted. A help desk was also available at (866) 274-0960 to provide any assistance to the applicants or allow them to request a copy of the paper application.

Completed applications were required to be submitted electronically or otherwise received by USFA on or before the close of business (5:00 p.m. EST) on April 11, 2003. Applications submitted by mail must have been postmarked by March 08, 2003, or received by USFA on or before close of business on April 11, 2003. Applications not submitted electronically were required to be mailed to USFA Grant Program Technical Assistance Center, 16825 South Seton Avenue, Emmitsburg, Maryland, 21727-8998. They did not accept late or incomplete applications.

#### TECHNICAL EVALUATION

Each application for assistance was independently evaluated based on established eligibility criteria, the financial needs of the applicant, and an analysis of the benefits to the fire fighters and their community that would result from the grant award.

This application was reviewed by an independent evaluation panel of technical experts and evaluated according to rating criteria that focused on the benefits to be obtained from the use of the grant funds. The evaluation also included an assessment of financial need. Furthermore, the applicant's costs were reviewed by expert panelists who factored in the budget information as part of a cost benefit review of this proposal. FEMA sought to maximize the benefits derived for the funding by crediting applicants with the greatest financial need and whose proposed activities provided the greatest benefit.

This applicant was rated highly by the panel of experts, and received a score of 90. The panelists reviewed both the proposed use of funds, and the budget information supplied by the applicant. Once the panel made this recommendation, the application was forwarded to the approving official, Mr. Brian Cowan, who concurred in this recommendation. Mr. Cowan approved the applicant's proposal, and forwarded the application to the Grants Management Branch, FAMD, ARP.

## GRANTS MANAGEMENT REVIEW

The GRANTS MANAGEMENT SPECIALIST, GMS, selected this application off of a recommended list. The Specialist reviewed the file for completeness in the Program Narrative, checked the GSA suspension and debarment list and determined that the applicant was not on the list. The Audit Clearinghouse was also checked to determine if grants were subject to the Single Audit Requirements. The Specialist determined that the file was complete and ready for award. The applicant applied for funding under the Recruitment.

## BUDGET REVIEW

The grants management specialists reviewed the proposed costs contained in the budget information. The summary of costs, which represents the Federal and applicant totals are as follows:

Personnel \$ 113,507.00

Fringe Benefits \$ 58,284.00

Travel \$ 12,200.00

Equipment \$ 35,280.00

Supplies \$ 38,700.00

Contractual \$ 2,000.00

Construction \$ .00

Other \$ 213,404.00

Indirect Charges \$ 0.00

The budget review by the GMS was to evaluate the consistency of these cost elements with OMB Cost Principles (either A-87 or A-121). The specialist found the budget to be consistent with the cost principles and directly and reasonably related to the proposed grant activity. Furthermore, the panelists reviewed the proposed budget and rated the applicant's proposal "good" on cost-benefit. The FEMA technical program expert also found the budget costs to be reasonable based on their experience and expertise in the area. Finally, the applicant adequately described the portion of the grant activity that will be paid for with non-Federal funds. The applicant verified during negotiations, they will be able to meet the 0 cash match required.



FEMA

Mr. Bill Gardner  
Leander Fire Department  
PO Box 319  
Leander, Texas 78646-0319

Re: Grant No.EMW-2013-FF-00451

Dear Mr. Gardner:

On behalf of the Federal Emergency Management Agency (FEMA) and the Department of Homeland Security (DHS), I am pleased to inform you that your grant application submitted under the FY 2013 Staffing for Adequate Fire and Emergency Response (SAFER) grants has been approved. FEMA's Grant Programs Directorate (GPD), in consultation with the U.S. Fire Administration (USFA), carries out the Federal responsibilities of administering your grant. The approved project costs total to \$473,375.00. The Federal share is \$473,375.00 of the approved amount and your share of the costs is \$0.00.

**Before you request and receive any of the Federal Grant funds awarded to you, you must establish acceptance of the Grant and Grant Agreement Articles through the Assistance to Firefighters Grant Programs' (AFG) e-grant system.** Please make sure you read and understand the articles as they outline the terms and conditions of your grant award. By accepting the grant, you agree not to deviate from the approved scope of work without prior written approval, via amendment request, from FEMA. Maintain a copy of these documents for your official file.

If your SF 1199A has been reviewed and approved, you will be able to request payments online. Remember, you should request funds when you have an immediate cash need.

If you have any questions or concerns regarding the process to request your grant funds, please call 1-866-274-0960.

Sincerely,

A handwritten signature in blue ink, appearing to read "B. Kamoie".

Brian E. Kamoie  
Assistant Administrator  
Grant Programs Directorate

	First 12-Month Period	Second 12-Month Period	Third 12-Month Period	Fourth 12-Month Period	Total
<a href="#">Personnel</a>	26,335	27,652	29,034	30,486	<b>113,507</b>
<a href="#">Fringe Benefits</a>	13,549	14,208	14,900	15,627	<b>58,284</b>
<a href="#">Travel</a>	3,050	3,050	3,050	3,050	<b>12,200</b>
<a href="#">Equipment</a>	10,350	8,310	8,310	8,310	<b>35,280</b>
<a href="#">Supplies</a>	9,125	9,425	9,825	10,325	<b>38,700</b>
<a href="#">Contractual</a>	2,000	0	0	0	<b>2,000</b>
<a href="#">Other</a>	50,688	51,786	54,420	56,510	<b>213,404</b>
<a href="#">Indirect Charges</a>	0	0	0	0	<b>0</b>
<a href="#">Federal Share</a>	<b>115,097</b>	<b>114,431</b>	<b>119,539</b>	<b>124,308</b>	<b>473,375</b>
<a href="#">City of Leander Share</a>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Total:</b>	<b>115,097</b>	<b>114,431</b>	<b>119,539</b>	<b>124,308</b>	<b>473,375</b>

Grant History

FEMA 2007 SAFER Grant for Career Firefighters	\$948,825.00
FEMA 2012 SAFER Grant for Career Firefighters	\$411,717.00
FEMA 2013 SAFER Grant for Volunteer Recruit/Retention	\$473,375.00
Texas Forest Service Training and Equipment 2007-current	\$ 75,894.00
Texas Department of Health Service	<u>\$ 4,000.00</u>
	\$1,905,820.00



**Executive Summary**

**March 6, 2014**

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**Agenda Subject:** Discussion and possible action regarding the marketing and branding of the Transit Oriented Development District (TOD).

**Background:** Council approved a contract with M. Arthur Gensler & Associates, Inc. (Gensler) on December 5, 2013 to develop a marketing and branding program for the TOD.

Gensler held a visioning session with Council and stakeholders on January 13, 2014. Since that meeting Gensler has prepared a brand platform proposal and conceptual naming strategy that they will present to Council as a part of this agenda item.

**Origination:** Staff

**Financial Consideration:** None.

**Recommendation:** This is an opportunity for Council to provide feedback and direction on the proposed brand platform and naming strategy for the TOD.

**Attachments:** None.

**Prepared By:** Tom Yantis, AICP  
Development Services Director

02/26/14