AGENDA
REGULAR CITY COUNCIL
CITY OF LEANDER, TEXAS

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

Thursday ~ May 1, 2014 at 5:30 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

5:30 pm - Tour of Cottages at Northwood
Council will leave from Pat Bryson at 5:30 and reconvene at 7:00 pm for Regular City Council Meeting
(No action will be taken by City Council during the tour)

7:00 pm – Regular Council Meeting

1. Open meeting, Invocation

2. National Anthem and Pledges of Allegiance presented by Leander Police Department Honor Guard Members: Sgt. Steve Ward (Coordinator), Sgt. Anthony Mayberry (Asst. Coordinator), Cpl. Aaron George, Cpl. Jason York, Ofc. Bobby Amidon, Ofc. John Carnley and Ofc. Elizabeth Conrad

3. Roll Call

4. Proclamation recognizing National Police Week 2014

5. Staff Comments: Wayne Watts, City Engineer – closing of E. Crystal Falls intersection'

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

7. Proclamation designating May 2014 as "Cancer Awareness Month" and May 3 & 4 as "Relay for Life" Day in Leander *Sponsored by Mayor Pro Tem Dishongh*

8. Update from Mayor Pro Tem Dishongh and Council Member Garcia on the BCRUA

CONSENT AGENDA: ACTION

9. Approval of the minutes: April 17, 2014

10. Second Reading of an ordinance on Zoning Case #14-Z-006: amending Ordinance #05-018, the Composite Zoning Ordinance for several tract of land located to the west of the western terminus of Osage Drive in the Bluffs at Crystal Falls Subdivision, Leander, Williamson County. Texas

11. Consider Dedication and Acceptance of Subdivision Infrastructure Improvements for Reagan's Overlook Phase One

12. Consider a License Agreement with Capital Metropolitan Transportation Authority for Metro Drive

PUBLIC HEARING: ACTION

13. **Public Hearing** on Ordinance Case #14-OR-001: Consider amendments to the Subdivision Ordinance to add provisions for temporary stockpiling of materials, to add provisions for trail corridors, and to modify the exceptions associated with block width requirements

    Action on Ordinance Case #14-OR-001: amendments to the Subdivision Ordinance

14. **Public Hearing** on Comprehensive Plan Case #14-CPA-001: Consider amendments to the Leander Roadway Plan as set forth in the Comprehensive Plan

    Action on Comprehensive Plan Case #14-CPA-001: Consider amendments to the Leander Roadway Plan as set forth in the Comprehensive Plan

15. **Public Hearing** on Zoning Case #14-Z-001: Consider a zoning change for 5.52 acres, more or less, for two parcels of land located along Ronald Reagan Blvd. on the east side, south of High Lonesome Trail and north of CR 264 from interim zoning SFR-1-B, Single Family Rural and SFS-2-B, Single Family Suburban to GC-3-B, General Commercial, Leander, Williamson County, Texas
    Applicant: SEC Planning, LLC on behalf of Phillip C. Joseph

    Action on Zoning Case #14-Z-001: amending Ordinance #05-018, the Composite Zoning Ordinance for two parcels of land located along Ronald Reagan Blvd. on the east side and south of High Lonesome Trail and north of CR 264, Leander, Williamson County, Texas

REGULAR AGENDA

16. Consider action on Zoning Case #13-Z-025: amending Ordinance #05-018, the Composite Zoning Ordinance for a tract of land located on the northwest corner of Osage Drive and Highland Trail, Leander, Williamson County, Texas

17. First reading of an ordinance annexing an area of land being 304.13 acres, more or less, and 52.290 acres, more or less, being generally described as the Ridgmar Landing area north of East Crystal Falls Parkway, south of RR 2243 and west of Ronald Reagan Blvd. and including the abutting streets, roadways, and rights-of-way; being located in Williamson County, Texas and adjacent and contiguous to the city limits

18. First reading of an ordinance annexing an area of land being 5.52 acres, more or less, being generally located north of CR 264 and east of Ronald Reagan Blvd. and including the abutting streets, roadways, and rights-of-way; being located in Williamson County, Texas and adjacent and contiguous to the city limits

19. First reading of an ordinance annexing an area of land being 594 acres, more or less, being generally located along the planned northern extension of Lakeline Blvd. to Old 2243 West and including the abutting streets, roadways, and rights-of-way; being located in Williamson and Travis Counties, Texas and adjacent and contiguous to the city limits

20. Consider approval of an annexation Development Agreement pursuant to Chapter 43.035 of the Local Government Code between the City of Leander and Larry T. Gilbreath for two parcels of land identified by Williamson Central Appraisal District as R366161 and R032167

21. Consider approval of an annexation Development Agreement pursuant to Chapter 43.035 of the Local Government Code between the City of Leander and Linda Hall, an individual, and Linda Hall, as trustee of the Linda Heierman Trust for three parcels of land identified by Travis Central Appraisal District as property IDs 353692, 353622, and 382587

22. Consider approval of an annexation Development Agreement pursuant to Chapter 43.035 of the Local Government Code between the City of Leander and Mr. and Mrs. John Gilpin, for nine parcels of land identified by Travis Central Appraisal District as property IDs 353973, 353974, and 382596 and Williamson Central Appraisal District as property IDs R514061, R519115, R383674, R032162, R514060 and R032165

23. Consider acceptance of a Petition for the Creation of a Public Improvement District to Finance Improvements in the Oak Creek Subdivision and setting a public hearing on advisability of the proposed improvements.

24. Discussion and possible action regarding the marketing and branding of the Transit Oriented Development District (TOD).

25. Council Members Closing Statements

26. 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 April, 2014 by 5:00 pm pursuant to Chapter 551 of the Texas Government Code.

Debbie Haile

Debbie Haile TRMC, City Secretary

CITY OF LEANDER

Proclamation

WHEREAS, the Congress and President of the United States have designated the week of May 11th through May 17th, as National Police Week; and

WHEREAS, officers of the Leander Police Department play an essential role in safeguarding the rights and freedoms of our community; and

WHEREAS, officers of our police department recognize their duty to serve the community by safeguarding life, property, and by protecting all our community from disorder, deception, and oppression;

NOW, THEREFORE, I, Mayor Christopher Fielder, and the Leander City Council, call upon all citizens of our community to observe the week of Sunday, May 11th through Saturday, May 17th, as

National Police Week 2014

in honor of those law enforcement officers who have made the ultimate sacrifice in service to their community.

In witness thereof, I have hereunto affixed my signature this 1st day of May 2014.

Attest:

Christopher Fielder
MAYOR

City of Leander

Debbie Haile
CITY SECRETARY

PROCLAMATION

WHEREAS, more than one million people in the United States get cancer each year making cancer the second leading cause of death in the United States;

WHEREAS, the American Cancer Society is the nationwide community-based voluntary health organization dedicated to eliminating cancer as a major health problem by preventing cancer, saving lives and diminishing suffering from cancer through research, education, advocacy and service;

WHEREAS, the *Relay for Life* event is the American Cancer Society's signature event and means by which the organization accomplishes its mission;

WHEREAS, each year, more than 4 million people in over 20 countries raise much-needed funds and awareness to save lives from cancer through the *Relay for Life* events; and

WHEREAS, the *Relay for Life* events also recognize and celebrate caregivers, who give time, love, and support to their friends, family, neighbors, and coworkers facing cancer; and

WHEREAS, the *Relay for Life* event financially benefits the American Cancer Society's research and local cancer-education programs, raises funds for members of our community to participate in the national march for cancer awareness in Washington, D.C., and provides opportunities to network with businesses, associates, family, and friends that share the same goal of making a difference in the battle against cancer; and

WHEREAS, The Mayor and City Council of the City of Leander hereby recognize the outstanding efforts of the local American Cancer Society and the *Relay for Life* program, and the benefits and assistance the organization provides to local cancer survivors, as well as the continuing effort to educate our community with cancer-related information and awareness.

BE IT RESOLVED this the 1st day of May, 2014 that the Mayor and City Council of the City of Leander, Texas hereby proclaim May 3 & 4 as:

"RELAY FOR LIFE" DAY IN LEANDER

And the month of May 2014 as

"CANCER AWARENESS MONTH"

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 ~ April 17, 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

Audio recording of this meeting did not begin until item # 4

1. Open meeting, Invocation, Pledges of Allegiance
   Mayor Fielder opened the meeting at 7:00 pm and welcomed those in attendance
   Mayor Pro Tem Dishongh delivered the invocation

2. Roll Call
   All present except Council Member Lynch

3. Staff Comments:
   Wayne Watts, City Engineer discussed the closing of E. Crystal Falls and Hwy 183
   Pat Womack, Director of Public Works discussed Spring Clean up Day on April 26th

4. Citizen Comments: Three (3) minutes allowed per speaker
   Please turn in speaker request form before the meeting begins.
   William D. Boggs – announced to Council that he is running for re-election for the PEC Board

5. Proclamation designating April 13th thru April 19th as National Public Safety Telecommunications Week *Sponsored by Lieutenant Jackson Mitchell*
   Council Member Navarrette read the Proclamation
   Asst. Chief of Police Hayes introduced Lt. Jackson Mitchell, Supervisor Mark Yamma and Supervisor Carlos Montoya

CONSENT AGENDA: ACTION

6. Approval of the minutes: April 3, 2014

7. Acceptance of a Trail Grant from Texas Parks & Wildlife

8. Consider a License Agreement with Travisso, Ltd. for the installation and maintenance of irrigation within the City right-of-way.

9. Second Reading of an ordinance on Zoning Case #13-Z-028: amending Ordinance #05-018, the Composite Zoning Ordinance for several tracts of land located at 2680 CR 268, 17851 Ronald W. Reagan, generally located north of Hero Way, West of Ronald Reagan Blvd. & south of San Gabriel, Leander Williamson County, Texas

10. Second Reading of an ordinance on Zoning Case #14-Z-005: amending Ordinance #05-018, the Composite Zoning Ordinance for a tract of land located at 1001 Horizon Park Blvd, Leander, Williamson County, Texas

11. Second Reading of an ordinance extending the term of a Franchise granted to Al Clawson Disposal, Inc. to provide recycling and solid waste collection and disposal services within the City of Leander; under Ordinance No. 11-007-00

12. Authorize amendment to the Contract for Solid Waste Collection, Disposal and Recycling Services with Al Clawson Disposal, Inc.
Motion made by Mayor Pro Tem Dishongh to approve. Second by Council Member Garcia
Motion passes, all voting "aye"

PUBLIC HEARING: ACTION

13. **Public Hearing** on Subdivision Case #13-CP-010: Consider the Marbella Concept Plan, for 85.28 acres, more or less generally located ¾ of a mile east of the intersection of Hwy 183A and RM 2243, adjacent to the south side of RM 2243, Williamson County, Texas
Applicant: Brian Birdwell on behalf of NK Land Investment, LLC, Weldon Stephen Walker and Tammy Walker
Tom Yantis, Director of Development Services explained

Action on Subdivision Case #13-CP-010: Marbella Concept Plan, Williamson County, Texas

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

14. **Public Hearing** on Subdivision Case #14-CP-001: Consider Stewart Crossing Concept Plan, for 66.2 acres, more or less, generally located 1,000 feet to the east of the northeast corner of the intersection of 183A Toll Road and E. Woodview Drive, Leander, Williamson County, Texas
Tom Yantis, Director of Development Services explained
Jim Mosner, 3301 Spumanti Cove – inquired about the Church's access to 2243
Bob Brydon, 3508 Laurel Bay Loop, Pastor of Generations Church talked about access to 2243

Action on Subdivision Case #14-CP-001: Stewart Crossing Concept Plan, Leander, Williamson County, Texas

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

15. **Public Hearing** on Zoning Case #14-Z-006: Consider a zoning change 13.385 acres, more or less, for several tracts of land located to the west of the western terminus of Osage Drive in the Bluffs at Crystal Falls Subdivision from SFU-2-B, Single Family Urban, SFS-2-B, Single Family Suburban, and SFC-2-B, Single Family Compact to SFU-2-B, Single Family Urban, SFS-2-B, Single Family Suburban and SFC-2-B, Single Family Compact, Leander, Travis County, Texas
Applicant: Sam Kiger on behalf of Taylor Morrison at Crystal Falls, LLC
Tom Yantis, Director of Development Services explained

Shanan Shepherd – inquired about the roadway

Action on Zoning Case #14-Z-006: amending Ordinance #05-018, the Composite Zoning Ordinance for several tract of land located to the west of the western terminus of Osage Drive in the Bluffs at Crystal Falls Subdivision, Leander, Williamson County. Texas

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

REGULAR AGENDA

16. Discussion and possible direction to staff regarding a proposal to establish a Public Improvement District (PID) and a TIRZ Development and reimbursement agreement for the Oak Creek Project
Tom Yantis, Director of Development Services explained

Rick Rosenberg gave a presentation

Mayor Fielder asked staff to bring this item back on the next agenda for consideration

17. Consider approval of the second amendment to the Facilities Agreements for Travis County Municipal Utility Districts 19, 20 and 21
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"

18. Consider action to approve the assignment of the Development and Annexation Agreement with RMD Holdings, LP to Ewing Development Company, LLC.
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"

EXECUTIVE SESSION

19. Convene into Executive Session pursuant to Section 551.072, Texas Government Code, to consider the acquisition and value of real property

Council convened into executive session at 8:10 pm
Council reconvened into open session at 8:38 pm

20. Reconvene into open session to take action as deemed appropriate in the City Council's discretion regarding the acquisition and value of real property

No action taken

21. Consider a Resolution authorizing the Brushy Creek Regional Utility Authority to enter into a Purchase Contract with the Lower Colorado River Authority for acquisition of a 1.685 acre pumping station, a 0.802 acre temporary construction easement and two subsurface easements totaling 3.554 acres out of a portion of Sandy Creek Park

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

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

23. Adjournment
    With there being no further business, the meeting adjourned at 8:40 pm

Attest:

_____ _____

Christopher Fielder, Mayor Debbie Haile TRMC, City Secretary

AGENDA ITEM # 10

Executive Summary

May 01, 2014

Agenda Subject: Zoning Case 14-Z-006: Second reading and consider action on the rezoning of several tracts of land located to the west of the western terminus of Osage Drive in the Bluffs at Crystal Falls Subdivision; Legally described as 13.385 acres more or less out of the B.F. Davis Survey 73, the J.H. Harris Survey 96, the I.A. Hampton Survey 613, and the Lucinda Carter Survey; TCAD Parcel 831299. Currently, the property is zoned SFU-2-B (Single- Family Urban), SFS-2-B (Single-Family Suburban), and SFC-2-B (Single-Family Compact). The property is proposed to be zoned SFU-2-B (Single-Family Urban), SFS-2-B (Single-Family Suburban), and SFC-2-B (Single-Family Compact), Leander, Travis County, Texas.

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

Origination: Applicant: Sam Kiger on behalf of Taylor Morrison at Crystal Falls, LLC.

Financial Consideration: None

Recommendation: See Planning Analysis. The Planning & Zoning Commission unanimously recommended approval of the request at the April 10, 2014 meeting. The City Council unanimously approved the request at the April 17, 2014 meeting.

Attachments:

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

Prepared By: Tom Yantis, AICP
Development Services Director 04/23/2014

PLANNING ANALYSIS

ZONING CASE 14-Z-006
Bluffs Section 3

GENERAL INFORMATION

Owner: Taylor Morrison at Crystal Falls, LLC.

Current Zoning: SFU-2-B (Single-Family Urban), SFS-2-B (Single-Family Suburban), SFC-2-B (Single-Family Compact)

Proposed Zoning: SFU-2-B (Single-Family Urban), SFS-2-B (Single-Family Suburban), SFC-2-B (Single-Family Compact)

Size and Location: The property is located approximately 1,300 feet from the westward extension of Osage Dr.

Staff Contact: Martin Siwek, GISP
Planner

ABUTTING ZONING AND LAND USE:

The table below lists the abutting zoning and land uses.

	ZONING	LAND USE
NORTH	SFS-2-B SFC-2-A	Undeveloped Residential Undeveloped Residential
EAST	SFS-2-B SFC-2-B	Undeveloped Residential Undeveloped Residential
SOUTH	SFU -2-B	Undeveloped Residential
WEST	PUD	Undeveloped Residential

COMPOSITE ZONING ORDINANCE INTENT STATEMENTS

USE COMPONENTS:

SFS – SINGLE FAMILY SUBURBAN:

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

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

SFU – SINGLE FAMILY URBAN:

Features: 7,200 sq. ft. lot min.; 1,200 sq. ft. living area min.

Intent: Development of single-family detached dwellings on moderate urban standard sized lots and for other compatible and complimentary uses. The purpose of this component is to provide regulations to maintain and protect the City's single-family residences and neighborhoods in areas with moderate lot sizes. Such components are generally intended to offer variety in housing opportunities and in the fabric of the neighborhoods.

SFC – SINGLE FAMILY COMPACT:

Features: 5,500 sq. ft. lot min.; 1,100 sq. ft. living area min.

Intent: Development of single-family detached dwellings on small lots and for other compatible and complimentary uses. The purpose of this component is to provide regulations to maintain and protect the City's single-family residences and neighborhoods in areas with small lot sizes. Such components are generally intended to offer variety in housing opportunities and in the fabric of the neighborhoods, and to be developed on a moderate scale with a maximum district size of seventy-five (75) acres.

SITE COMPONENT:

TYPE 2:

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

Intent:

(1) The Type 2 site component may be utilized with non-residential developments that are adjacent to a residential district or other more restrictive district to help reduce potential negative impacts to the more restrictive district and to provide for an orderly transition of development intensity.

(2) The Type 2 site component is intended to be utilized for residential development not meeting the intent of a Type 1 site component and not requiring the additional accessory structure or accessory dwelling privileges of the Type 3 site component.

(3) This component is intended to be utilized with the majority of LO and LC use components except those that meet the intent of the Type 1 or Type 3 site component or with any use requiring drive-through service lanes.

(4) This component is generally not intended to be utilized with LI and HI use components except where such component is adjacent to, and not adequately buffered from, residential districts or other more restricted districts, and except as requested by the land owner.

ARCHITECTURAL COMPONENTS:

TYPE B

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

Intent:

(1) The Type B architectural component is intended to be utilized for the majority of residential development except that which is intended as a Type A architectural component.

(2) Combined with appropriate use and site components, this component is intended to help provide for harmonious land use transitions.

(3) This component may be utilized to raise the building standards and help ensure compatibility for non-residential uses adjacent to property that is more restricted.

(4) This component is intended for the majority of the LO and LC use components except those meeting the intent of the Type A or C architectural components.

COMPREHENSIVE PLAN STATEMENTS:

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

- Provide Opportunities for coordinated, well-planned growth and development that are consistent with the Comprehensive Plan.
- Plan for continued growth and development that improves the community's overall quality of life and economic viability.
- Plan for future development that is compatible with existing residential neighborhoods.

ANALYSIS:

The property is presently zoned SFU-2-B (Single-Family Urban), SFS-2-B (Single-Family Suburban), and SFC-2-B (Single-Family Compact) districts. The applicant is requesting to adjust the zoning boundaries for three tracts of land to coordinate the appropriate lot sizes with their subsequent preliminary plat.

The three tracts and corresponding proposed zone change classifications are listed below:

- An approximate 6.7 acre tract of land from SFU-2-B to SFS-2-B
- An approximate 5.0 acre tract of land from SFS-2-B to SFU-2-B
- An approximate 1.6 acre tract of land from SFU-2-B to SFC-2-B

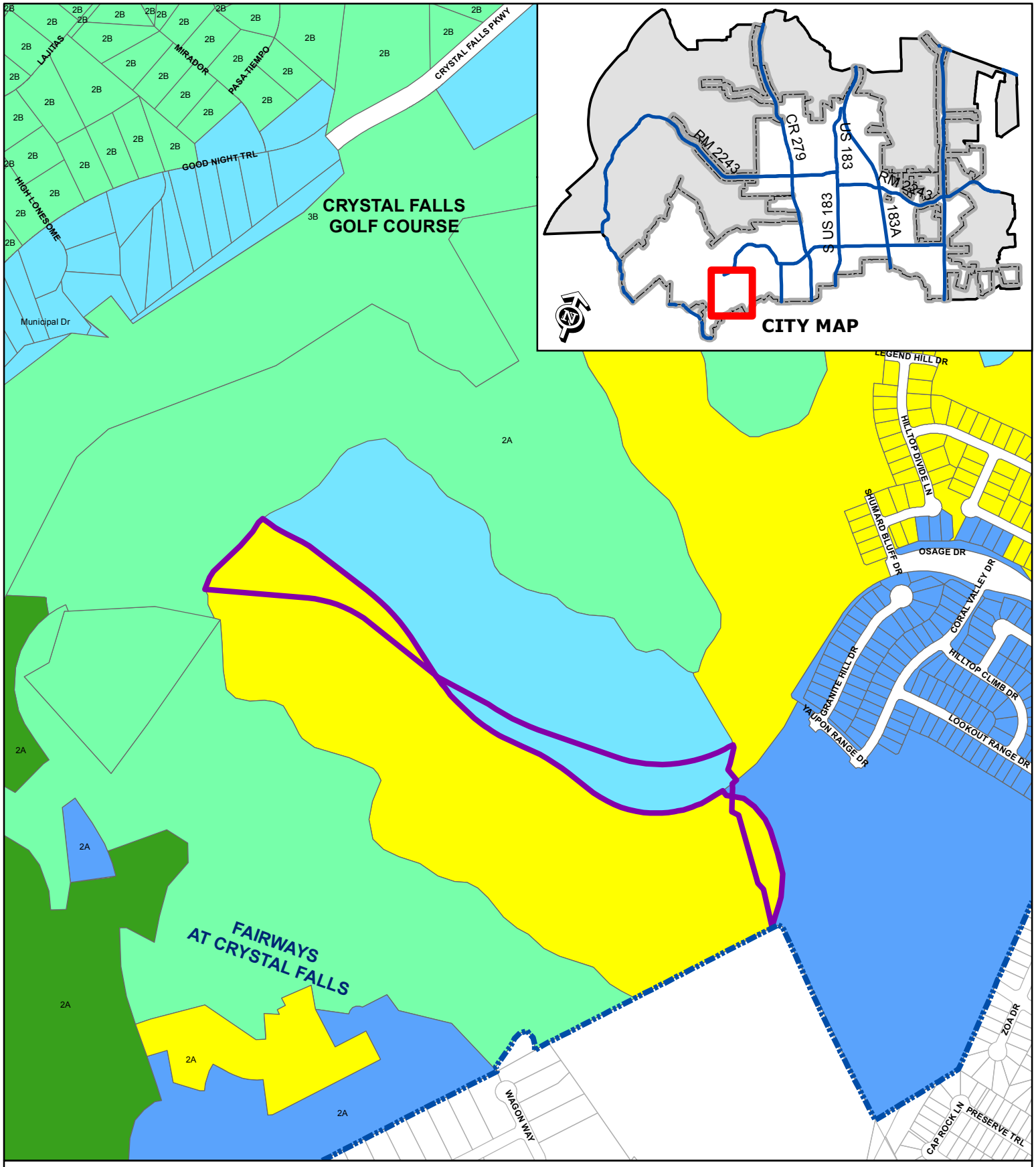
The intent of rezoning the approximate 6.7 acre tract would be to allow for increases in minimum lot width, depths, and lot areas, while the intent of rezoning the 5.0 and 1.6 acre tracts would reduce the minimum lot widths, depths, and areas.

The following table is a summary of lot widths, depths, and areas for the above listed zoning classes.

Zoning Classification	Permitted Lot Widths (ft)	Permitted Lot Depths (ft)	Permitted Lot Areas (sq. ft.)
SFS-2-B	70	115	9,000
SFU-2-B	60	110	7,200
SFC-2-B	50	105	5,500

STAFF RECOMMENDATION:

The applicant's request allows for an equal exchange of acreage for lot size increases and reductions. The proposed rezoning meets the intent of the composite zoning ordinance and comprehensive plan. Staff finds no objection to the applicant's request, and recommends approval for the requested zone change.



ZONING CASE 14-Z-006

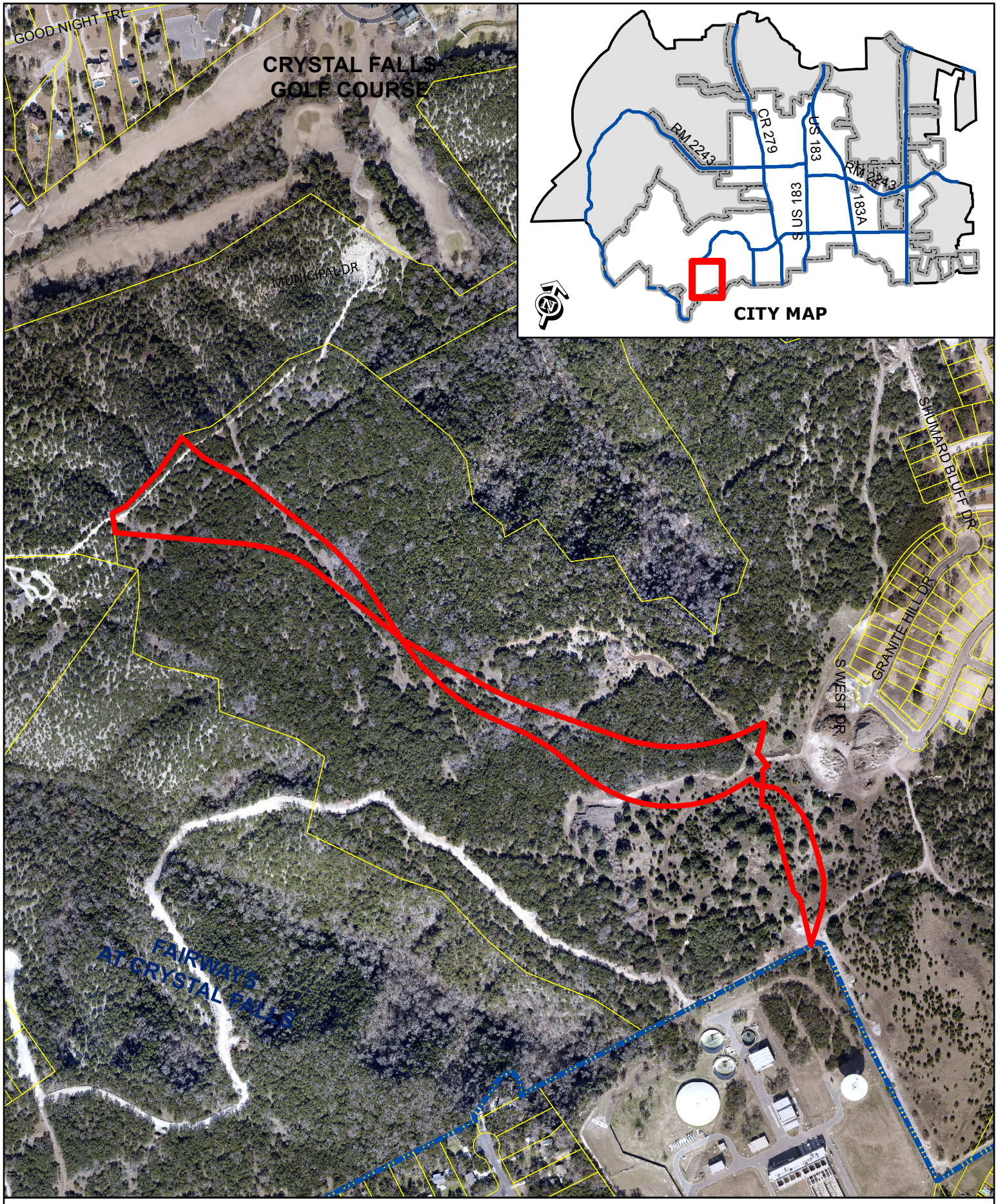
Attachment #2

Current Zoning Map
Bluffs at Crystal Falls Sec. 3

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

0 200 400
Feet

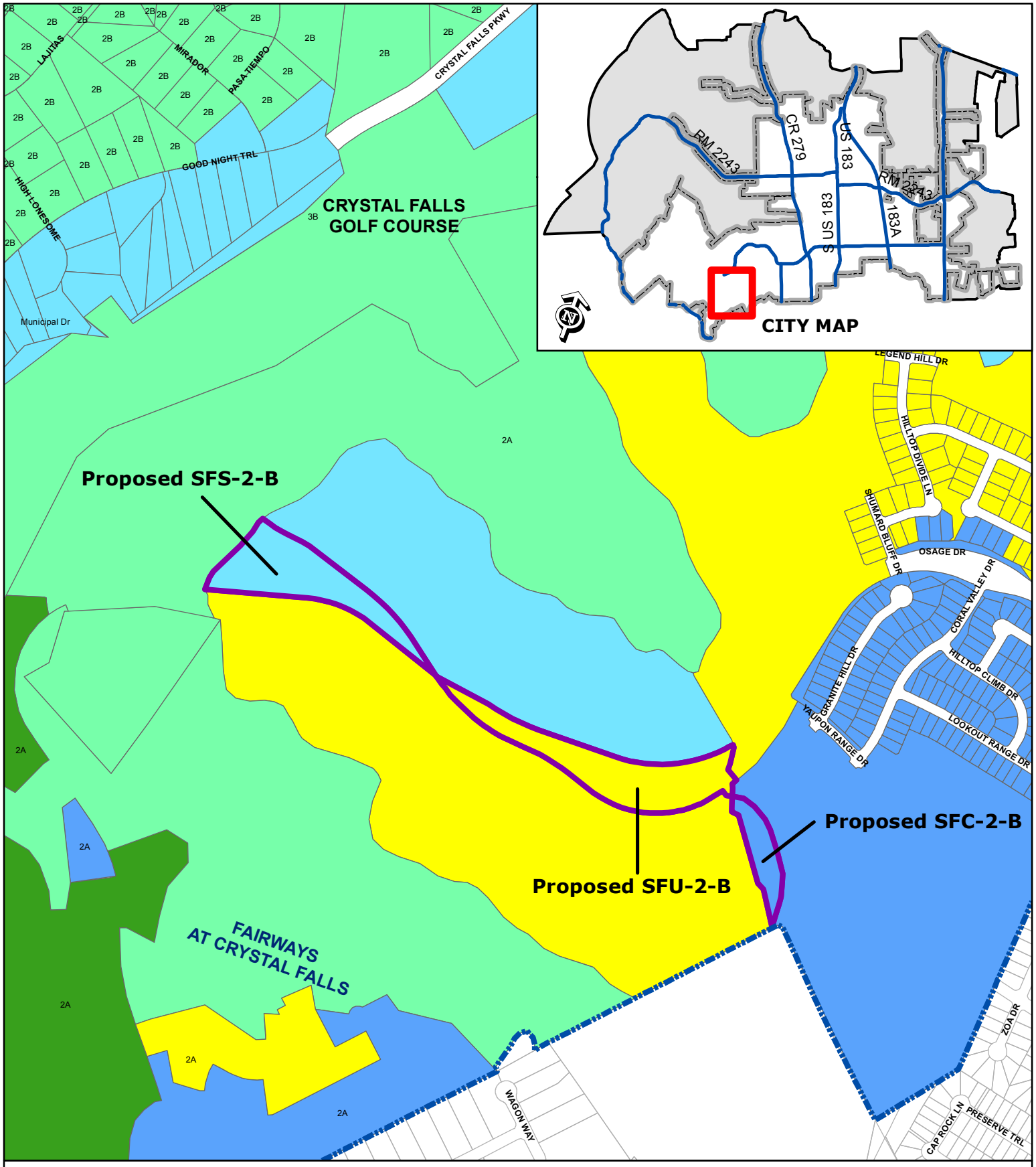


ZONING CASE 14-Z-006 Attachment #3

Aerial Exhibit - Approximate Boundaries
Bluffs at Crystal Falls Section 3

0 200
Feet

Subject Property
City Limits



ZONING CASE 14-Z-006

Attachment #4

Proposed Zoning Map
Bluffs at Crystal Falls Sec. 3

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

0 200 400
Feet

ATTACHMENT 5

TaylorMorrison

TAYLOR MORRISON
OF TEXAS, INC.

Austin Division

11200 Lakeline Boulevard
Suite 150A
Austin, TX 78717

p. (512) 328-8866
f. (512) 328-7988

taylormorrison.com

March 10, 2014

Ms. Robin Griffin
Planner
City of Leander
P.O. Box 319
Leander, Texas 78646

Dear Ms. Griffin,

Taylor Morrison at Crystal Falls, LLC respectfully asks for staff consideration to amend the zoning for portions of The Bluffs at Crystal Falls from SFU to SFC (1.6 acres), SFS to SFU (5.038 acres) and from SFU to SFS (6.7 acres). The main purpose for the need to re-zone in these areas is a result of minor changes to the land plan and the future alignment of Osage Drive as it extends to our most westerly boundary. The overall net affect of the proposed zoning classifications is virtually the same between downzoning and upzoning in these areas based on the acreages outlined above.

This property is subject to the guidelines of the development agreement for Highlands at Crystal Falls Sections 3, executed February 18, 2010. Section 2.02 of the Development Agreement places minimum and maximum requirements on lot mixture and house size. The proposed land plan/rezoning meets these requirements outlined in the development agreement.

Attached is an exhibit with the boundaries of the proposed changes delineated. We look forward to working with City staff in our planning efforts and appreciate your support.

Sincerely,

Adib R. Khoury
Vice President Land Resources

ORDINANCE NO #

ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING SEVERAL PARCELS OF LAND FROM SFU-2-B (SINGLE-FAMILY URBAN), SFS-2-B (SINGLE-FAMILY SUBURBAN), AND SFC-2-B (SINGLE-FAMILY COMPACT) TO SFU-2-B (SINGLE-FAMILY URBAN), SFS-2-B (SINGLE-FAMILY SUBURBAN), AND SFC-2-B (SINGLE-FAMILY COMPACT); 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 portion of a parcel of land being 13.385 acres, more or less, located in Leander, Williamson County, Texas, being more particularly described in Exhibit "A" & "B", legally described as 13.385 acres more or less out of the B.F. Davis Survey 73, the J.H. Harris Survey 96, the I.A. Hampton Survey 613, and the Lucinda Carter Survey; more particularly described in Document Number 2010094028 of the Official Public Records of Travis County, Texas, and identified by tax identification number 831299.

Section 4. Property Rezoned. The Zoning Ordinance is hereby amended by changing the zoning district for the Property from SFU-2-B (Single-Family Urban), SFS-2-B (Single-Family Suburban), and SFC-2-B (Single-Family Compact) to SFU-2-b (Single-Family Urban), SFS-2-B (Single-Family Suburban), and SFC-2-B (Single-Family Compact);

Section 5. <u>Recording Zoning Change</u>. 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. <u>Severability</u>. 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. <u>Open Meetings</u>. 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 3rd day of April, 2014.
FINALLY PASSED AND APPROVED on this the 17th day of April, 2014.

THE CITY OF LEANDER, TEXAS	**ATTEST:**
_____	_____
Christopher Fielder, Mayor	Debbie Haile, City Secretary

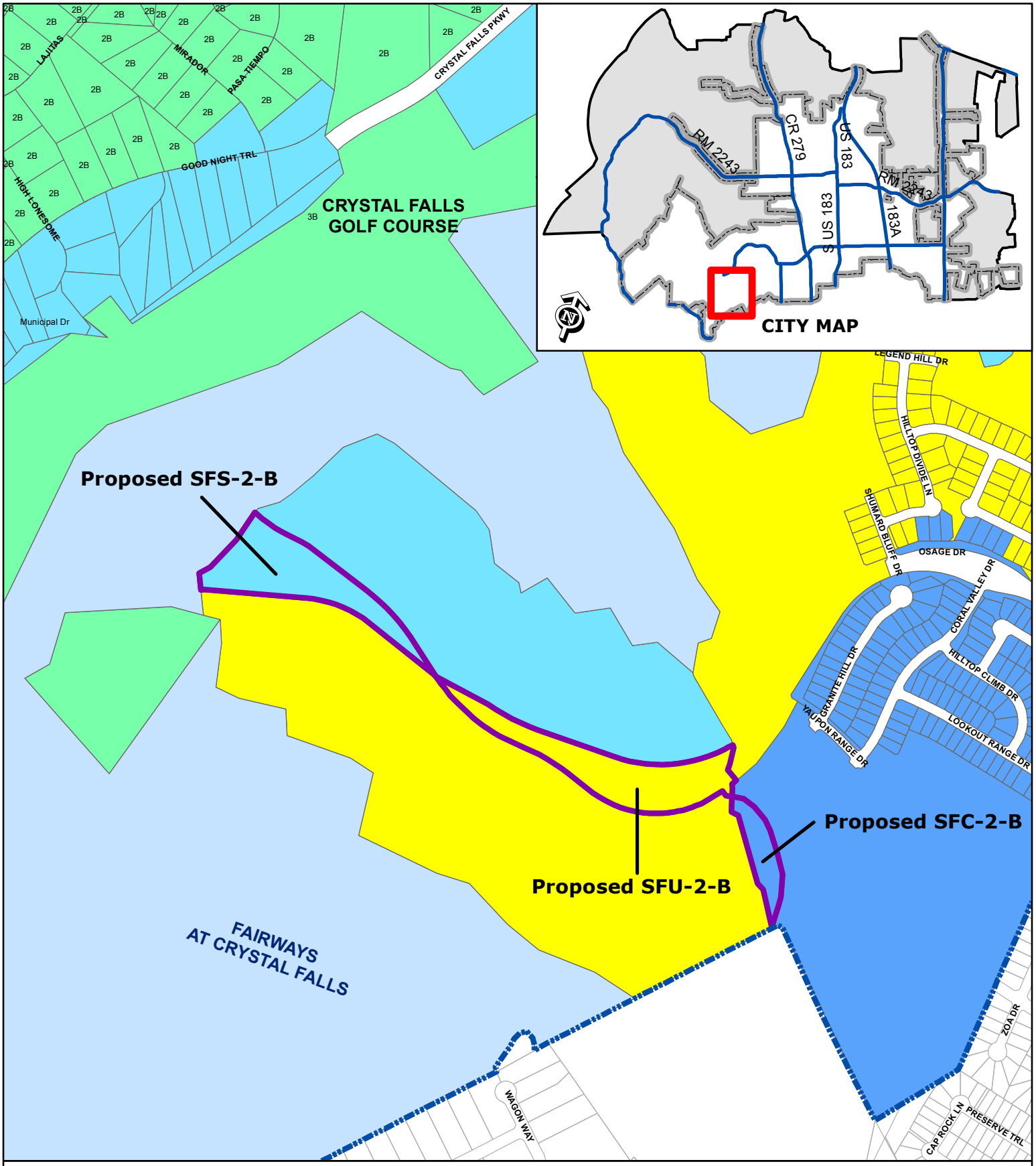


EXHIBIT B

Zoning Case 14-Z-006

Bluffs at Crystal Falls Sec. 3

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

0 200 400
Feet

Executive Summary

May 1, 2014

Council Agenda Subject: Consider Dedication and Acceptance of Subdivision Infrastructure Improvements for Reagan's Overlook Phase One

Background: The subdivision infrastructure improvements required for Reagan's Overlook Phase One 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 **May 1, 2014**, which will provide warranty and maintenance coverage for the infrastructure improvements through **May 1, 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 Reagan's Overlook Phase One.

Attachments: Engineer's Concurrence Letter, Maintenance Bond, Affidavits of All Bills Paid, and Final Pay Estimates.

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

April 17, 2014

ENGINEER'S CONCURRENCE

FOR

PROJECT ACCEPTANCE

PROJECT: Reagan's Overlook Phase One
Water, Street & Drainage Improvements

Owner's Name and Address	Consultant Engineer's Name & Address
Land Buddies, LLC	Gray Engineering, Inc.
4408 Spicewood Springs Rd.	8834 N. Capital of Texas Hwy, Ste. 140
Austin, Texas 78759	Austin, Texas 78759

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

Revegetation of all disturbed areas

Donald K. Bayes, P.E.

60657
Texas Registration Number

(Seal) STATE OF TEXAS DONALD K. BAYES 60657 REGISTERED PROFESSIONAL ENGINEER 4/17/14

GEI No. 1602-10563-34

MAINTENANCE BOND
Subdivision Improvements

THE STATE OF TEXAS § Bond No. PRF9118451Mnt

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that Cash Construction Company, Inc. as Principal, whose address is P.O. Box 1279, Pflugerville, Texas 78691 and Fidelity and Deposit Company of Maryland, Colonial American Casualty and Surety Company a Corporation organized under the laws of the State of Maryland, 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 One Hundred Eighty Eight Thousand Seven Hundred Eighty Two and 76/100's Dollars ($188,782.76) 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 Reagan's Overlook Phase One – Water, Street and Drainage Improvements (*insert description of subdivision improvements*) (the "improvements") pursuant to the ordinances of the Obligee, which ordinances are hereby expressly made a part hereof as though the same were written and embodied herein;

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

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

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

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

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

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

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

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

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the improvements, or the work to the 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 17th day of February, 2014.

Cash Construction Company, Inc.

Principal

By:

Title: Gary L. Stewart

Address: Cash Construction Company Inc
P.O. Box 1279
Pflugerville, Texas 78691

Fidelity and Deposit Company of Maryland, Colonial American Casualty and Surety Company

Surety

By:

Title: David S. Ballew, Attorney-In-Fact

Address:

1400 American Lane, Tower I, 18th Floor
Schaumburg, IL 60196-1056

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

Ballew Insurance Agency, Inc., David S. Ballew
8140 N. Mopac Expy, Bldg. 1, Suite 100, Austin, Texas 78759

(Seal)

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **JAMES M. CARROLL, Vice President,** in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **David S. BALLEW, of Austin, Texas,** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings, EXCEPT bonds on behalf of Independent Executors, Community Survivors and Community Guardians.** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND,** this 12th day of December, A.D. 2012.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: _____
Assistant Secretary
Eric D. Barnes

_____
Vice President
James M. Carroll

State of Maryland
City of Baltimore

On this 12th day of December, A.D. 2012, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **JAMES M. CARROLL, Vice President, and ERIC D. BARNES, Assistant Secretary,** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

_____
Constance A. Dunn, Notary Public
My Commission Expires: July 14, 2015

POA-F 168-0087B

Fidelity and Deposit Companies
Home Office: 3910 Keswick Road Baltimore, MD 21211

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call the Fidelity and Deposit Company of Maryland, Colonial American Casualty and Surety Company, and/or Zurich American Insurance Company's toll-free telephone number for information or to make a complaint at:

1-800-654-5155

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

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning the premium or about a claim, you should first contact Fidelity and Deposit Company of Maryland or Colonial American Casualty and Surety Company. 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.

GRAY ENGINEERING

O 512.452.0371 : F 512.454.9933
8834 North Capital of Texas Highway, Suite 140
Austin, Texas 78759 : www.grayengineeringinc.com
TBPE 2946

April 24, 2014

Mr. Wayne Watts, P.E.
City of Leander
200 W. Willis Street
Leander, Texas 78646

RE: Reagan's Overlook Phase 1
Water, Street & Drainage Improvements
GEI No. 1602-10563-35

Per the record information from the construction contract, dated March 13, 2013 between Land Buddies, LLC and Cash Construction Co., Inc. for the above referenced Water, Street and Drainage project, the following breakdown represents the Final Cost of the improvements as reflected in the attached Contractor Pay Request No. 11 (Final).

Streets	$1,012,527.65
Drainage	$68,000.00
Water	$752,076.40
Erosion & Revegetation	$55,223.50
Total	$1,887,827.55

If you have any questions, please do not hesitate to contact me at 452-0371.

Sincerely,

GRAY ENGINEERING, INC.

Donald K. Bayes, P.E.
Vice President

STATE OF TEXAS
DONALD K. BAYES
60667
REGISTERED
PROFESSIONAL ENGINEER
(Seal)
4/24/14

DKB:ad

Attachments

cc: Mr. Mike Williams; Gray Engineering, Inc.

APPLICATION FOR PAYMENT

CONTRACTOR:
CASH CONSTRUCTION COMPANY, INC.
P.O. BOX 1279
PFLUGERVILLE, TEXAS 78691
(512) 251-7872
Fax (512) 990-5609

OWNER:
LAND BUDDIES, LLC
2929 WEST 5th STREET, SUITE A
FORT WORTH, TX 76107

PROJECT NAME: **REAGAN'S OVERLOOK PHASE 1**
CASH JOB NO: 677

PROJECT DATE AS OF:	02/28/2014
BILLED TO PAY REQUEST NO.:	11-Retainage
TOTAL WORK COMPLETED TO DATE	$1,887,827.55
RETAINAGE:	$0.00
AMOUNT DUE THIS ESTIMATE:	$1,887,827.55
PREVIOUS BILLINGS:	$1,699,044.79
CURRENT AMOUNT DUE	$188,782.76

CONTRACT DATE:	03/13/2013
ORIGINAL CONTRACT AMOUNT:	**$1,884,993.55**
CHANGE ORDER #1	$2,834.00
CHANGE ORDER #2	
CHANGE ORDER #3	
CHANGE ORDER #4	
CHANGE ORDER #5	
REVISED CONTRACT AMOUNT:	**$1,887,827.55**

Michael Stevens — 3/3/14
Contractor's Representative — Date

Owner's Representative — Date

Donald K. Gray — 4/21/14
Gray Engineering — Date

TO: LAND BUDDIES, LLC
2929 WEST 5th STREET, SUITE A
FORT WORTH, TX 76107

FROM: CASH CONSTRUCTION COMPANY, INC.
P.O. BOX 1279
PFLUGERVILLE TX. 78691

APPLICATION FOR PAYMENT

JOB NAME:	REAGAN'S OVERLOOK PHASE 1
JOB#	677
ESTIMATE #	11-Retainage
DATE	02/28/2014
ORIG. AMOUNT	$1,884,993.55
REV. AMOUNT	$1,887,827.55
RETAINAGE	10%

TOTAL WORK THIS ESTIMATE	$0.00
TOTAL COMPLETED TO DATE	$1,887,827.55
LESS RETAINAGE	$0.00
TOTAL DUE TO DATE	$1,887,827.55
PREVIOUS BILLINGS	$1,699,044.79
AMOUNT DUE THIS ESTIMATE	$188,782.76

ITEM NO.	DESCRIPTION	UNIT	CONTRACT QUANTITY	CONTRACT AMOUNT	UNIT PRICE	PREVIOUS QUANTITY	QTY THIS ESTIMATE	AMOUNT THIS ESTIMATE	QUANITITY TO DATE	AMOUNT TO DATE	PERCENT COMPLETE
	WATER IMPROVEMENTS										
1	8" PVC C-900 DR14 WATERLINE	LF	3,212.00	$73,876.00	$23.00	3212	0.00	$0.00	3,212	$73,876.00	100.00%
1A	8" PVC C-900 DR14 WATERLINE - Trenching	LF	3,212.00	$48,180.00	$15.00	3212	0.00	$0.00	3,212	$48,180.00	100.00%
2	12" PVC C-900 DR14 WATERLINE	LF	7,696.00	$264,742.40	$34.40	7696	0.00	$0.00	7,696	$264,742.40	100.00%
2A	12" PVC C-900 DR14 WATERLINE - Trenching	LF	7,696.00	$153,920.00	$20.00	7696	0.00	$0.00	7,696	$153,920.00	100.00%
3	8" GATE VALVE WITH BOX & COVER	EA	12.00	$16,800.00	$1,400.00	12	0.00	$0.00	12	$16,800.00	100.00%
4	12" GATE VALVE WITH BOX & COVER	EA	13.00	$32,500.00	$2,500.00	13	0.00	$0.00	13	$32,500.00	100.00%
5	12" WET CONNECTION, INCLUDING PUMPING AND BAILING	EA	2.00	$2,000.00	$1,000.00	2	0.00	$0.00	2	$2,000.00	100.00%
6	FIRE HYDRANT ASSEMBLY	EA	22.00	$92,400.00	$4,200.00	22	0.00	$0.00	22	$92,400.00	100.00%
7	2" AUTOMATIC AIR RELEASE VALAVE ASSEMBLY	EA	3.00	$5,700.00	$1,900.00	3	0.00	$0.00	3	$5,700.00	100.00%
8	6" PVC SCH 40 SLEEVES	LF	180.00	$4,860.00	$27.00	180	0.00	$0.00	180	$4,860.00	100.00%
9	DOUBLE WATER SERVICE	EA	43.00	$47,300.00	$1,100.00	43	0.00	$0.00	43	$47,300.00	100.00%
10	SINGLE WATER SERVICE	EA	4.00	$3,800.00	$950.00	4	0.00	$0.00	4	$3,800.00	100.00%
11	TRENCH SAFETY SYSTEM, INCLUDING PIPELINE TRENCH AND MANHOLE	LF	7696.00	$3,848.00	$0.50	7696	0.00	$0.00	7,696	$3,848.00	100.00%
	TOTAL WATER IMPROVEMENTS			$749,926.40				$0.00		$749,926.40	0.00%
	DRAINAGE IMPROVEMENTS										
1	24" RCP Cl. IV CULVERT 'A' W/STANDARD HEADWALL AND ENERGY DISSIPATERS	LS	1.00	$16,000.00	$16,000.00	1	0.00	$0.00	1	$16,000.00	100.00%
2	DOUBLE 24" RCP Cl. III CULVERT 'B' W/SLOPED HEADWALL AND ENERGY	LS	1.00	$19,000.00	$19,000.00	1	0.00	$0.00	1	$19,000.00	100.00%
3	DOUBLE 3'x2' RCB CULVERT 'C' W/SLOPED HDWALL, STD HDWALL AND SET	LS	1.00	$33,000.00	$33,000.00	1	0.00	$0.00	1	$33,000.00	100.00%
	TOTAL DRAINAGE IMPROVEMENTS			$68,000.00				$0.00		$68,000.00	0.00%
	STREET IMPROVEMENTS										
1	STREET EXCAVATION, INCLUDING SUBGRADE PREPARATION	SY	38,743.00	$211,149.35	$5.45	38743	0.00	$0.00	38,743	$211,149.35	100.00%
2	8" COMPACTED FLEX BASE	SY	38,743.00	$313,818.30	8.10	38743	0.00	$0.00	38,743	$313,818.30	100.00%
3	1.5" HMAC	SY	31,602.00	$221,214.00	7.00	31602	0.00	$0.00	31,602	$221,214.00	100.00%
4	6" STANDARD CURB AND GUTTER	LF	84.00	$1,344.00	16.00	84	0.00	$0.00	84	$1,344.00	100.00%
5	18" CONCRETE RIBBON CURB	LF	20867.00	$166,936.00	$8.00	20867	0.00	$0.00	20,867	$166,936.00	100.00%
6	EXCAVATION (OUTSIDE OF ROW)	CY	771.00	$11,565.00	$15.00	771	0.00	$0.00	771	$11,565.00	100.00%
7	EMBANKMENT (OUTSIDE OF ROW)	CY	1055.00	$7,385.00	$7.00	1055	0.00	$0.00	1,055	$7,385.00	100.00%
8	REVEGETATION WITHIN ROW	SY	25504.00	$12,752.00	$0.50	25504	0.00	$0.00	25,504	$12,752.00	100.00%
9	STREET END BARRICADE	EA	7.00	$5,600.00	$800.00	7	0.00	$0.00	7	$5,600.00	100.00%
10	INSTALL MBGF INCLUDING SINGLE GUARDRAIL TERMINAL	LF	51.00	$3,570.00	$70.00	51	0.00	$0.00	51	$3,570.00	100.00%
11	8' SIDEWALK	LF	704.00	$23,232.00	$33.00	704	0.00	$0.00	704	$23,232.00	100.00%
12	6' SIDEWALK	LF	114.00	$3,078.00	27.00	114	0.00	$0.00	114	$3,078.00	100.00%
13	TYPE B PEDESTRAIN HANDRAIL	LF	52.00	$5,200.00	$100.00	52	0.00	$0.00	52	$5,200.00	100.00%
14	6' - 4" X 8" SPLIT FACED CMU WALL, INCLUDING CONCRETE FOOTING	LF	710.00	$0.00	$0.00	0	0.00	$0.00	0	$0.00	0.00%
15	7' - 8" X 2' X 2' SPLIT FACED CMU WALL, INCLUDING CONCRETE FOOTING	EA	13.00	$0.00	$0.00	0	0.00	$0.00	0	$0.00	0.00%
16	3' - 4" X 8" SPLIT FACED CMU WALL, INCLUDING CONCRETE FOOTING	LF	39.00	$0.00	$0.00	0	0.00	$0.00	0	$0.00	0.00%
17	4' - 8" X 2' X 2' SPLIT FACED CMU WALL, INCLUDING CONCRETE FOOTING	EA	2.00	$0.00	$0.00	0	0.00	$0.00	0	$0.00	0.00%
18	TRAFFIC SIGNAGE AND STRIPING	LS	1.00	$10,000.00	$10,000.00	1	0.00	$0.00	1	$10,000.00	100.00%
19	DEMOLITION AND HAUL OFF OF EXISTING STRUCTURES	LS	1.00	$15,000.00	$15,000.00	1	0.00	$0.00	1	$15,000.00	100.00%
	TOTAL STREET IMPROVEMENTS			$1,011,843.65				$0.00		$1,011,843.65	0.00%
	EROSION CONTROL IMPROVEMENTS										
1	SILT FENCE INCLDUING INSTALLATION, MAINTENANCE AND REMOVAL	LF	17,508.00	$35,016.00	$2.00	17508	0.00	$0.00	17,508	$35,016.00	100.00%
2	MORTARED ROCK RIP-RAP	SY	32.00	$1,920.00	60.00	32	0.00	$0.00	32	$1,920.00	100.00%
3	RESTORATION AND REVEGETATION INCLUDING SEED, HYDROMULCH	SY	18,200.00	$9,100.00	0.50	18200	0.00	$0.00	18,200	$9,100.00	100.00%
4	ROCK BERM, INCLUDING INSTALLATION, MAINTENANCE AND REMOVAL	LF	45.00	$900.00	20.00	45	0.00	$0.00	45	$900.00	100.00%
5	TREE PROTECTION INCLUDING INSTALLATION, MAINTENANCE AND REMOVAL	LF	1225.00	$4,287.50	$3.50	1225	0.00	$0.00	1,225	$4,287.50	100.00%
6	STABILIZED CONSTRUCTION ENTRANCE	EA	2.00	$4,000.00	$2,000.00	2	0.00	$0.00	2	$4,000.00	100.00%
	TOTAL EROSION CONTROL IMPROVEMENTS			$55,223.50				$0.00		$55,223.50	0.00%
	CHANGE ORDER #1										
1	ADD - 8' SIDEWALK (Per City of Leander Spec's)	LF	114.00	$3,762.00	$33.00	114	0.00	$0.00	114	$3,762.00	100.00%
2	DELETE - 6' SIDEWALK	LF	-114.00	-$3,078.00	27.00	-114	0.00	$0.00	-114	-$3,078.00	100.00%
3	ADD - SINGLE 3/4" IRRIGATION WATER SERVICE	EA	1.00	$950.00	950.00	1	0.00	$0.00	1	$950.00	100.00%
4	ADD - SINGLE 1 1/2" IRRIGATION WATER SERVICE	EA	1.00	$1,200.00	1,200.00	1	0.00	$0.00	1	$1,200.00	100.00%
	TOTAL CHANGE ORDER #1			$2,834.00				$0.00		$2,834.00	0.00%
	TOTAL CONTRACT			$1,887,827.55				$0.00		$1,887,827.55	100.00%

CONTRACTOR'S AFFIDAVIT OF ALL BILLS PAID AND RELEASE OF LIENS

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, on this day personally appeared Michael H. Nixon of Cash Construction Company, Inc. (the "Contractor"), who, being first duly sworn by me, upon oath deposes and says that:

1. Affiant is duly authorized to make this affidavit and agreement on behalf of Contractor and is fully and personally cognizant of all facts and matters herein stated.

2. Pursuant to that certain Construction Contract between Land Buddies, LLC ("Owner") and Contractor dated **March 13, 2013** (the "Contract"), Contractor has performed work and labor and has furnished materials, specially fabricated materials, services and supplies for use in connection with the construction of

Reagan's Overlook Phase One – Water, Street and Drainage Improvements

3. All bills, debts and claims which Contractor has incurred to any person, firm or corporation for work or labor performed for equipment rental, or for materials, specially fabricated materials, services or supplies furnished in connection with work under such Contract have been paid, settled or discharged in full, and no basis exists for affixation of liens against the above-described Property and improvements thereon by virtue of any work performed under such Contract. Contractor has not received any notice or communication that any subcontractor, materialman, laborer or other party has not been fully paid for all labor performed or materials heretofore furnished in connection with work performed under such Contract.

4. This affidavit constitutes a Final Release and Waiver of all liens to which Contractor may be entitled against the above described Property, all improvements thereon and any fixtures, chattels or other property of Owner, thereon on account of all work performed and all materials furnished under such Contract.

5. Contractor agrees to indemnify and hold Owner and Owner's lender, and their respective successors and assigns, harmless from any loss, cost or expense incurred by virtue of any unknown claims made against them on account of any

unpaid bills for labor heretofore performed or for materials, specially fabricated materials, services or other supplies furnished under such Contract.

Executed this 28 day of February, 2014.

By: _____
Michael H. Nixon, Secretary/Treasurer

SWORN TO AND SUBSCRIBED by Michael H. Nixon of Cash Construction Company, Inc., before me this 28 day of February, 2014 to certify which witness my hand and seal of office.

STACY SMALL
Notary Public, State of Texas
My Commission Expires
March 04, 2016

_____
NOTARY PUBLIC

Fidelity and Deposit Company of Maryland,
Colonial American Casualty and Surety Company

RIDER ADDING ADDITIONAL OBLIGEES

To be attached to and to form a part of Bond No. PRF9118451Mnt dated the 17th day of February, 2014, issued by the Fidelity and Deposit Company of Maryland, Colonial American Casualty and Surety Company

as Surety on behalf of:

Cash Construction Company, Inc.

as Principal and:

City of Leander, Texas

as Obligee.

WHEREAS, upon the request of the Principal and Obligee the attached bond is hereby amended to add:

Land Buddies, LLC

as additional Obligees.

PROVIDED, HOWEVER, there shall be no liability under this bond to the Obligees, or any of them, unless the said Obligees, or any of them, shall make payments to the Principal strictly in accordance with the terms of said contract as to payments, and shall perform all of the other obligations to be performed under said contract at the time and in the manner therein set forth; all of the acts of one Obligee being binding on the other.

The attached bond shall be subject to all of its terms, conditions and limitations except as herein modified.

Signed, sealed and dated this 17th day of February, 2014.

Fidelity and Deposit Company of Maryland,
Colonial American Casualty and Surety

By: _____

David S. Ballew , Attorney-in-Fact

PRINCIPAL NAMED IN BOND:

Cash Construction Company, Inc.

By: _____

OBLIGEE NAMED IN BOND:

City of Leander, Texas

By: _____

ACCEPTED:

By: _____

ACCEPTED:

By: _____

ACCEPTED:

By: _____

AGENDA ITEM # 12

Executive Summary

May 1, 2014

Council Agenda Subject: Consideration of a License Agreement with Capital Metropolitan Transportation Authority for Metro Drive

Background: The purpose of this license agreement is for the installation and maintenance of the Metro Drive railroad crossing adjacent to U.S. Hwy. 183. Metro Drive was constructed serve the Cap Metro's Leander Rail/Bus Station, and it was not a Leander CIP project such as Sonny Drive, Crystal Falls Parkway, or Hero Way and San Gabriel Parkway (Williamson County Projects dedicated to the City after completion). This was/is a Cap Metro project, and the crossing currently serves only the Cap Metro facility, which is presumably why there never was a License Agreement for the crossing. A proposed traffic signalization and preemption coordination project between Cap Metro and TXDOT requires this license agreement to be in place.

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

Financial Consideration: $0.00 per year until future development of east of the railroad right-of-way.

Recommendation: Staff requests approval of this License Agreement.

Attachments: Draft License Agreement and Exhibit A

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

LICENSE TO USE
RIGHT OF WAY
(Rail)

This License Agreement ("Agreement"), is made by and between Capital Metropolitan Transportation Authority ("Licensor"), a political subdivision of the State of Texas organized and existing under Chapter 451, Texas Transportation Code, whose address is 2910 E. Fifth St., Austin, TX 78702 and the City of Leander ("Licensee"), whose address is 200 W Willis St., Leander, TX 78641 (collectively the "Parties").

I. General Terms and Conditions

In consideration of the mutual promises, covenants, obligations, and benefits contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and conditions stated herein as evidenced by the signatures of their respective duly authorized representatives below.

A. Premises

Licensor controls 162 miles of rail line between Giddings and Llano, Texas ("Giddings-Llano Line").

B. License Grant & Use

1. Licensor, subject to the conditions, limitations, and reservations hereinafter set forth, hereby grants to Licensee the right to use that portion of the Giddings-Llano Line in Williamson County, Texas, located at Mile Post ("MP") 87.13 ("Licensed Property").

2. Licensee has installed on the Licensed Property a road known as Metro Drive in Leander, Texas ("Facility") in accordance with the plans attached as Exhibit "A".

3. Licensee shall use the Licensed Property solely for operating, and maintaining the Facility in strict compliance with all federal, state, municipality and other governmental regulations and no other purpose.

4. Licensee shall not locate any ground facilities or subterranean facilities within the Licensed Property. No equipment, vehicles, material or supplies will be stored on the Licensed Property or on any portion of the Giddings-Llano Line overnight or on weekends.

5. Licensee shall maintain the Licensed Property and the Facility in a good and safe condition at all times. All licenses, permits or other fees payable to a governmental authority shall be the sole responsibility of Licensee.

6. Licensee shall furnish, install, and maintain, at its sole expense, in a manner satisfactory to Licensor, any signs as are recommended and approved by Licensor to adequately mark the location of Licensee's use of the property of Licensor.

7. In the event Licensee fails to maintain the Facility, including all required signage, in a good and safe condition, Licensor reserves the right to perform the required work at Licensee's expense.

8. Licensee shall obtain and maintain all of the certificates, permits and other approvals, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality (collectively the "Governmental Approvals") which may be required by any federal, state or local authorities for the location, installation, maintenance or operation of the Facility on the Licensed Property. Licensee shall furnish satisfactory evidence of compliance upon request by Licensor.

9. If an emergency situation arises during construction or any maintenance of the Facility, Licensee shall immediately notify Licensor's Railroad Operations Department by telephone at (512) 997-

0010, and then proceed to take only those actions necessary to return the property of Licensor to a safe condition, unless otherwise directed by Licensor.

C. This Agreement is subject and subordinate to:

1. Licensor's mass transit rights, obligations, duties, use, plans and operations;

2. The authority of the Federal Transit Administration and the requirements of any federal grants obtained by Licensor in connection with its acquisition of the Giddings-Llano Line;

3. Any rail freight services contract, rail freight operations, and passenger rail operations; and

4. All easements, restrictions, covenants, licenses, encumbrances, leases, conditions, liens and claims of title affecting the Giddings-Llano Line, including the prior rights of the City of Austin set forth in Quitclaim Deed dated May 20, 1998 recorded in Volume 13187, Page 3118 of the Real Property Records of Travis County, Texas.

Licensor, and its agents, successors, and assigns, consistent with the rights herein granted, reserve the right to use the Giddings-Llano Line for any and all purposes not inconsistent with the rights granted to Licensee in this Agreement.

D. Term and License Fees

1. This Agreement will automatically terminate upon the extension of Metro Drive. No Licensee fee shall be required during the term hereof.

2. This Agreement may be terminated at any time upon the occurrence of any of the following events:

a. Licensee fails to perform or comply with any of the terms and provisions of this Agreement, after written notice to Licensee as provided in Paragraph I. H. Default;

b. Licensee fails to maintain the liability insurance coverage required by this Agreement;

c. Upon thirty (30) days' prior written notice from Licensee to Licensor; or

d. Upon one hundred eighty (180) days' prior written notice from Licensor to Licensee.

E. Licensee Responsibilities

1. Licensee shall pay, in full, all persons who perform labor on the Licensed Property. Licensee will not allow any mechanic or material liens to be filed or enforced against the Giddings-Llano Line or the property of Licensor for work done or materials furnished at Licensee's instance or request. If any such liens are filed thereon, Licensee agrees to immediately remove the same at Licensee's own cost and expense, without regard to the legal enforceability of such liens. Should Licensee fail, neglect or refuse to do so, Licensor shall have the right to terminate this Agreement or at its option pay any amount required to release any such lien or liens, or to defend any action brought thereon, and to pay any judgment entered therein, and Licensee shall be liable to Licensor for all costs, damages and reasonable attorney's fees, and any amounts expended in defending any proceedings, or in the payment of any of such liens, or any judgment obtained against Licensor upon demand with interest at the maximum rate allowed by law from demand until payment.

2. Should any discharge, leakage, spillage, emission or environmental contamination of any type occur upon or arise from the Licensed Property as a result of Licensee's use, presence, operations or exercise of the rights granted under this Agreement, Licensee shall, at its expense, be obligated to clean or remediate all property affected thereby, whether owned or controlled by Licensor or any third persons to the satisfaction of Licensor and any governmental body having jurisdiction in the matter. Licensor may, at its option, clean or remediate such leakage, spillage, emission or environmental contamination, and Licensee shall pay Licensor the cost of such cleanup and remediation upon demand with interest at the maximum rate allowed by law from demand until

payment. For purposes of this Agreement, "environmental contamination" shall mean contamination of air quality, water quality, hazardous materials, wastewater, waste disposal, air emissions, or other environmental matters in violation of applicable federal, state and local laws. The phrase "hazardous materials" means any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, solvent or oil as defined by any federal state or local environmental law, regulation or ordinance. The provisions of this subparagraph shall survive termination of this Agreement.

3. Licensee shall be solely responsible for obtaining any and all Governmental Approvals and any other licenses, easements, permits, consents, or permissions necessary for Licensee's use of the Licensed Property including, without limitation, from any owner of an interest in the Licensed Property.

F. Insurance

1. Licensee shall obtain and maintain insurance of the types and in the amounts as set forth on Exhibit "B" and "B-1"attached to this Agreement. If Licensee fails to do so, Licensor shall have the immediate right (but not the obligation) to effect such insurance without notice to Licensee, in which event the amount so paid by Licensor shall be paid by Licensee to Licensor upon demand with interest at the maximum rate allowed by law from demand until payment.

2. Waiver of Subrogation. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, LICENSOR AND LICENSEE HEREBY WAIVE AND RELEASE EACH OTHER OF AND FROM ANY AND ALL RIGHT OF RECOVERY, CLAIM, ACTION OR CAUSE OF ACTION, AGAINST EACH OTHER, THEIR AGENTS, OFFICERS AND EMPLOYEES, FOR ANY LOSS OR DAMAGE THAT MAY OCCUR TO THE LICENSED PROPERTY OR PERSONAL PROPERTY WITHIN THE LICENSED PROPERTY, BY REASON OF FIRE OR THE ELEMENTS, REGARDLESS OF CAUSE OR ORIGIN, INCLUDING NEGLIGENCE OF LICENSOR OR LICENSEE AND THEIR AGENTS, OFFICERS AND EMPLOYEES, TO THE EXTENT SUCH LOSS OR DAMAGE WOULD HAVE BEEN COVERED BY THEN STANDARD FIRE AND EXTENDED COVERAGE POLICIES, WHETHER OR NOT ACTUALLY OBTAINED AND WHETHER OR NOT LICENSOR OR LICENSEE SELF INSURES ANY RISK. LICENSOR AND LICENSEE AGREE IMMEDIATELY TO GIVE THEIR RESPECTIVE INSURANCE COMPANIES WHICH HAVE ISSUED POLICIES OF INSURANCE COVERING ALL RISK OF DIRECT PHYSICAL LOSS, WRITTEN NOTICE OF THE TERMS OF THE MUTUAL WAIVERS CONTAINED IN THIS PARGRAPH, AND TO HAVE THE INSURANCE POLICIES PROPERLY ENDORSED, IF NECESSARY, TO PREVENT THE INVALIDATION OF THE INSURANCE COVERAGES BY REASON OF THE MUTUAL WAIVERS.

G. Default

If Licensee defaults in the performance of any covenant or agreement under this Agreement and the default continues for thirty (30) days after Licensor's written notice specifying the default (expressly excluding the obligation to maintain insurance in which case written notice is not required), Licensor shall have any right of remedy provided herein or available at law or in equity, including, without limiting the foregoing, the right to immediately terminate this Agreement.

H. INDEMNIFICATION

1. TO THE EXTENT PERMITTED BY LAW, LICENSEE SHALL, AT LICENSEE'S SOLE COST AND EXPENSE DEFEND, INDEMNIFY AND HOLD HARMLESS LICENSOR FROM AND AGAINST ALL LIABILITIES, DEMANDS, CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION OR JUDGMENTS, AND ALL REASONABLE EXPENSES INCURRED IN INVESTIGATING OR RESISTING THE SAME (COLLECTIVELY,

"CLAIMS"), FOR INJURY TO PERSON, LOSS OF LIFE OR DAMAGE TO PERSONAL OR REAL PROPERTY, INCLUDING ENVIRONMENTAL DAMAGE) ARISING OUT OF LICENSEE'S USE OR OCCUPANCY OF THE LICENSED PROPERTY, WHETHER FORESEEABLE OR UNFORESEEABLE, DIRECT OR INDIRECT, OR CONTRIBUTED TO BY THE ACTIVE OR PASSIVE NEGLIGENCE OF LICENSOR, ITS CONTRACTORS, AGENTS OR EMPLOYEES (EXCEPT WHEN CAUSED BY THE SOLE GROSS NEGLIGENCE OF LICENSOR, ITS CONTRACTORS, AGENTS OR EMPLOYEES).

2. **Licensee's obligations to defend, indemnify and hold harmless Licensor under this paragraph shall survive the expiration or earlier termination of this Agreement.**

I. Right to Eject

Licensor may eject or cause to be ejected from the Licensed Property Licensee or any person acting under Licensee's authority or direction that is engaging in conduct that is unlawful or unsafe. Licensor shall not be liable to Licensee for any damages that may be sustained by Licensee or the ejected person through Licensor's exercise of such right.

J. Force Majeure

Licensor shall not be liable to Licensee for events beyond the control of Licensor that prevents or restricts access to the Licensed Property ("Event of Force Majeure"). Events of Force Majeure shall include, without limitation: Acts of God; strikes, lockouts, or other industrial disputes; epidemics, civil disturbances, acts of domestic or foreign terrorism, riots or insurrections; landslides, lightening, earthquakes, fire, storms, floods or washouts; explosions; interruptions by government or court orders; declarations of emergencies by applicable federal, state or local authorities; and, present or future orders of any regulatory body having proper jurisdiction and authority. If the use of the Licensed Property is prevented in whole or in material part by an Event of Force Majeure that extends more than thirty (30) days, Licensor may terminate this Agreement upon written notice. Licensee agrees that its exclusive remedy in the event of termination under this paragraph shall be a refund of the unearned fees and charges paid by Licensee prior to the termination. Licensee hereby releases and waives all claims against Licensor for any cost, loss, expense, liability, or damages sustained by reason of such termination.

II. Miscellaneous

A. No Warranty

LICENSOR MAKES NO REPRESENTATION OR WARRANTY AS TO THE NATURE OR EXTENT OF ITS RIGHT, TITLE, OR INTEREST IN OR TO THE LICENSED PROPERTY, AND ANY IMPLIED REPRESENTATION OR WARRANTY AS TO THE NATURE OR EXTENT OF LICENSOR'S RIGHT, TITLE, AND INTEREST IN OR TO THE LICENSED PROPERTY IS HEREBY EXPRESSLY DISAVOWED BY LICENSOR. FURTHERMORE, LICENSEE ACKNOWLEDGES AND AGREES THAT IT ACCEPTS THE CONDITION OF THE LICENSED PROPERTY "AS-IS" WITH ANY AND ALL LATENT AND PATENT DEFECTS, AND LICENSEE ACKNOWLEDGES THAT LICENSOR HAS NOT MADE AND DOES NOT MAKE ANY WARRANTIES OF THE CONDITION OF THE LICENSED PROPERTY OR THAT THE LICENSED PROPERTY IS FIT FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, LICENSEE ACKNOWLEDGES AND AGREES THAT IT WILL INSTALL ALL IMPROVEMENTS LICENSEE REQUIRES ON THE LICENSED PROPERTY, IS RESPONSIBLE FOR THEIR COMPLIANCE WITH ALL APPLICABLE LAWS, AND IS RESPONSIBLE FOR ALL LICENSES, EASEMENTS, PERMITS, CONSENTS, OR PERMISSIONS REQUIRED FOR LICENSEE'S USE OF THE LICENSED PROPERTY AND LICENSOR WILL HAVE NO LIABILITY OR RESPONSIBILITY THEREFORE.

B. Obligation to Report

If Licensee is aware any dangerous or defective condition exists on the Licensed Property that, under the normal course of business, are the responsibility of the Licensor, and Licensee fails to report the problem to Licensor, Licensee continues to be responsible for its obligations established in this Agreement. Under these circumstances, Licensor will not be liable for any detrimental consequences.

C. No Waiver

The failure of Licensor to insist in any one or more cases upon the performance of any of the provisions, covenants, agreements or conditions of this Agreement or to exercise any option herein contained shall not be construed as a waiver or a relinquishment for the future of any such provision, covenant, agreement, condition or option. Receipt by Licensor of License Fees or of any other payment or the acceptance by Licensor of performance of anything required by this Agreement to be performed with knowledge of the breach of a covenant shall not be deemed a waiver of such breach. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies, or immunities detailed in the Agreement or otherwise available to Licensor by law will not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. No waiver of any provision, covenant, agreement or condition of this Agreement shall be deemed to have been made unless expressed in writing and signed by the party against whom such waiver is charged. The express waiver by either Licensor or Licensee of any breach shall not operate to extinguish the covenant or condition, the breach of which has been waived.

D. Governing Law and Venue

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas, and venue shall be in ~~Travis~~ Williamson County, Texas.

E. Attorneys' Fees

In the event Licensor finds it necessary to employ legal counsel to enforce its rights under this Agreement, or to bring an action at law, or other proceeding against Licensee to enforce any of the terms, covenants or conditions herein, Licensee shall pay to Licensor its reasonable attorneys' fees and expenses, regardless of whether suit is filed.

F. Compliance with Laws

Licensee agrees not to use the Licensed Property for any unlawful purpose. Licensor reserves the right, in its sole discretion, to unilaterally amend this Agreement at any time to incorporate any modifications necessary for Licensor's compliance, with all applicable state and federal laws, regulations, requirements and guidelines.

G. No Joint Venture

This Agreement does not intend to, and nothing contained in this Agreement shall, create any partnership, joint venture or other joint or equity type agreement between Licensor and Licensee.

H. No Third Party Beneficiaries

No term or provision of this Agreement is intended to be, or shall be, for the benefit of any person, firm, organization, or corporation not a party to this Agreement and no such other person, firm organization or corporation shall have any right or cause of action hereunder.

I. Severability

If any provisions of this Agreement are, for any reason, held by a court to be unenforceable, then the invalidity of such provision will not invalidate any other provisions, which other provisions will remain in full force and effect unless removal of such invalid provision destroys the legitimate purpose of the Agreement, in which event the Agreement will be terminated.

J. Recording

Licensee shall not record this Agreement.

K. Personal License

The rights and privileges herein given are personal to the Licensee. Licensee has no exclusive rights or benefits other than those set forth herein. This Agreement shall not be assignable by Licensee, in whole or in part, without the prior written consent of Licensor.

L. Right of Entry

At any time during the term hereof, Licensor or its representatives shall have the right, without disturbance of Licensee's use or possession, to enter the Licensed Property.

M. Dates of Performance

In the event that the date for performance by either Party of any obligation under this Agreement are required to be performed by such Party falls on a Saturday, Sunday or national holiday, the time for performance of such obligation shall be deemed extended until the next business day following such date.

N. Exhibits

This Agreement incorporates by reference the following Exhibits:

1. Exhibit "A" (Plans)

2. Exhibit "B" (Insurance Requirements)

3. Exhibit "B-1" (Minimum Insurance Coverage Limits)

O. Merger

This Agreement embodies the entire agreement and understanding between the Parties relating to the transaction contemplated hereby and supersedes any and all prior or contemporaneous oral or written statements, agreements, correspondence, quotations and negotiations. In executing this Agreement, the Parties do not rely upon any statement, promise, or representation not expressed herein. This Agreement may not be modified, changed or altered in any respect except by the mutual written agreement of the Parties.

P. Notice

All notices, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments or designations required under this Agreement or by law by either party to the other shall be in writing and may be given or served by depositing same in the United States mail, postage paid, registered or certified and addressed to the party to be notified, with return receipt requested; by personally delivering same to such party, or an agent of such party; or by overnight courier service, postage paid and addressed to the party to be notified. Notice deposited in the U.S. mail in the manner hereinabove described shall be effective upon such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified.

Q. Condemnation

If all, or any, portion of the Licensed Property including, but not limited to, the air ways over and across the Licensed Property, is condemned by any authority with condemnation powers, the proceeds of such condemnation shall be the property of Licensor.

R. Time is of the Essence

Time is of the essence in this Agreement.

S. Signature

A copy or facsimile signature shall be deemed an original signature for all purposes. For purposes of this paragraph, the phrase "facsimile signature" includes without limitation, an image of an original signature in whatever means or form.

T. Counterparts

This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which, together shall constitute one and the same instrument.

U. No Assignment

Licensee may not assign this Agreement without Licensor's prior written consent.

V. Interpretation.

Whenever used herein, the term "including" shall be deemed to be followed by the words "with limitation". Words used in the singular number shall include the plural, and vice-versa, and any gender shall be deemed to include each other gender.

W. Survival

Termination of this Agreement shall not relieve Licensee's liability or obligation set forth in this Agreement that is expressly stated to survive termination of this Agreement.

III. Signatories

A. Effect Date of Execution

The Agreement will be executed and effective as of the date of the last Party to sign (the "Effective Date").

B. Signatories

This Agreement is hereby accepted and agreed to by the following individuals or officers who represent that they are duly authorized to bind the Parties as set forth above.

Capital Metropolitan Transportation Authority	**City of Leander**
By:_____	By:_____
John Hodges VP, Real Estate & Asset Management	Printed Name: _____ Title: _____
Date:_____	Date:_____

Approved as to form:

Legal: _____

Exhibit "A"

(Plans)

Exhibit "B"

CAPITAL METRO INSURANCE REQUIREMENTS

Licensee shall either: (1), at its own cost and expense, procure the insurance set forth in Exhibit B-1 attached hereto and made a part hereof, and promptly pay when due all premiums for the insurance; or (2) maintain risk-pool insurance at the levels in effect as of the Effective Date of this Agreement. Notwithstanding any term contained in this Agreement to the contrary, Licensee's risk-pool insurance shall satisfy the insurance requirements of this Agreement. The insurance shall be kept in full force during the life of the Agreement.

Licensee's insurance shall be: primary and non-contributory with respect to any insurance which might be carried by Licensor and contain a contractual waiver of subrogation.

Licensee shall furnish to Licensor certificate (s) of insurance evidencing the required coverage and endorsement(s) and, upon request, a certified duplicate original of any of those policies.

Licensee shall notify Licensor in writing of any material alteration of such policies, including any change in the retroactive date in any "claims-made" policy or substantial reduction of aggregate limits, if such limits apply or cancellation thereof at least thirty (30) days prior thereto.

All insurance policies shall be written by reputable insurance company or companies acceptable to Licensor with a current Best's Insurance Guide Rating of A+ and Class XIII or better. All insurance companies shall be authorized to transact business in the State of Texas.

EXHIBIT "B-1"

CAPITAL METRO MINIMUM COVERAGE REQUIREMENTS

1. Comprehensive General Liability Insurance Coverage with limits of not less than One Million Dollars and No/100 Dollars ($1,000,000) with combined single limit of $2,000,000 with coverage that includes:

- Premises/operations
- Independent contractors
- Personal Injury
- Contractual Liability pertaining to the liabilities assumed in the agreement
- Underground (when ground surface is disturbed)

Such insurance shall include a contractual endorsement pertaining to the liabilities assumed in the Agreement.

2. Comprehensive Automobile insurance coverage with minimum limits of not less than One Million Dollars and No/100 Dollars ($1,000,000) with combined single limit of $2,000,000

3. Workers' Compensation with Statutory limits

4. Employer Liability Insurance with minimum limits of $1,000,000

Such insurance shall include a contractual endorsement which acknowledges all indemnification requirements under the Agreement.

5. Railroad Protection – as applicable- in the minimum amount of $5,000,000

Note: Such policies of insurance and certificates provided by Licensee shall provide (i) that Licensor is named as an additional insured, (ii) that the named insured's insurance is primary and non-contributory with any insurance maintained by Capital Metro, (iii) a contractual waiver of subrogation where required by written contract or agreement, and (iv) that Capital Metro shall receive notice of any cancellation of the policy.

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

LEANDER PARK AND RIDE

CITY OF LEANDER, TEXAS

REVISION 2

May 17, 2004

INDEX OF SHEETS

Note : All sheets are dated April 2, 2004
except those marked with * are dated May 17, 2004
and those marked with # were revised on February 4th, 2005
and those marked with + were revised on March 4, 2005

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EU2.1* ELECTRICAL UTILITY RELOCATION DETAILS AND GENERAL NOTES

GRAPHICS

G100.0 ENVIRONMENTAL GRAPHICS PROGRAM SYMBOLS, FONTS, & MATERIALS
G101.0 ENVIRONMENTAL GRAPHICS PROGRAM SIGN TYPES 1, 2, 3, 4, 5, 6
G101.1 ENVIRONMENTAL GRAPHICS PROGRAM SIGN TYPES 3, 4, 5
G102.0 ENVIRONMENTAL GRAPHICS PROGRAM SIGN TYPES 4 AND 5
G103.0 ENVIRONMENTAL GRAPHICS PROGRAM SIGN TYPES 11
G104.0 CAPITAL METRO REGULATORY SIGNS AND SIGN TYPE 11
G200.0# ENVIRONMENTAL GRAPHICS PROGRAM SIGN LOCATION PLAN

SECURITY

SEC0.0 SECURITY LEGEND
SEC0.1 SECURITY DETAILS
SEC0.2 SECURITY DETAILS
SEC1.1# SITE SECURITY PLAN
SEC1.2 TERMINAL BUILDING SECURITY PLAN

CAPITAL METRO

BOARD MEMBERS

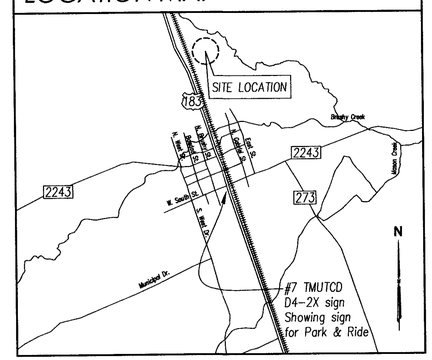
CHAIR
Lee Walker

VICE CHAIR
Margaret Gomez

SECRETARY
Fred Harless

MEMBERS
David Harper
Danny Thomas
Daryl Slusher
John Trevino

LOCATION MAP



CODE SUMMARY

IBC 2000	
CONSTRUCTION TYPE	V–B
USE & OCCUPANCY CLASS	GROUP B – Most similar to Banks or Post Office
ALLOWABLE AREA	9,000 sq ft
Incidental use areas (Table 302.1.1) Storage rooms over 1,000 sq ft – 1 HR Separation	

AREA CALCULATIONS

Terminal Building Area –	1,575 sq ft
Curved Canopy @ Plaza –	818 sq ft
Bus Canopies x7 –	3692 sq ft

ABBREVIATIONS

ACOUS.	Acoustical	HR.	Hour
ADD'TL.	Additional	LAV.	Lavatory
ADJ.	Adjustable	LOCS.	Locations
A.F.F.	Above Finished Floor	M.A.	Masonry
ALUM.	Aluminum	MACH.	Machine
BD.	Board	MECH.	Mechanical
B.E.	Baked Enamel	MFR.	Manufacturer
BLOCK'G	Blocking	MAX.	Maximum
BLKG.	Blocking	MIN.	Minimum
BM.	Beam	MISC.	Miscellaneous
CL	Centerline	M.O.	Masonry Opening
CMU	Concrete Masonry Unit	MTD.	Mounted
C.T.	Ceramic Tile	MTL.	Metal
CLG.	Ceiling	NO.	Number
COL.	Column	N.T.S.	Not To Scale
CONC.	Concrete	O.C.	On Center
CONT.	Continuous	O.D.	Outside Diameter
CRS.	Course	OPP.	Opposite
D.E.B.	Dry Erase Board	PLAM.	Plastic Laminate
DIM.	Dimension	PLYWD.	Plywood
DN.	Down	PL	Property Line
DWN.	Down	P.T.	Pressure Treated
DR.	Door	PTD.	Painted
DRWG.	Drawing	PT.	Point or Paint
DS	Downspout	R	Riser, Radius
EA.	Each	REF.	Reference
EL.	Elevation	REINF.	Reinforced
ELEC.	Electrical	REQ'D	Required
EQ.	Equal	RM.	Room
EXST	Existing	R.O.	Rough Opening
EXT.	Exterior	SAMF.	Self Adhered Membrane Flashing
EXTR.	Extruded		
F.D.	Floor Drain	S.D.	Soap Dispenser
FDN.	Foundation	SCHED.	Schedule
F.B.O.	Furnished By Owner	SHLVS.	Shelving
FIN.	Finish	SHEATH'G	Sheathing
FLASH'G	Flashing	SIM.	Similar
FLR'G	Flooring	STOR.	Storage
F.F.E.	Finish Floor Elevation	STL.	Steel
FIN. FLR.	Finished Floor	STOR.	Storage
FT.	Foot	STRUCT.	Structural
F.R.T.	Fire Retardant Treated	SUSP.	Suspended
		T	Tread
GA.	Gauge	T.D.	Towel Dispenser
GALV.	Galvanized	TEMP.	Temporary
GRD.	Ground	TEMP'D	Tempered
GWB.	Gypsum Wallboard	T.M.E.	To Match Existing
GYP.	Gypsum	T.O.S.	Top of Slab
H.C.	Handicapped	TYP.	Typical
HDR.	Header	U.N.O.	Unless Noted Otherwise
H.M.	Hollow Metal		
HT.	Height	V.B.	Vapor Barrier
HORIZ.	Horizontal	VCT	Vinyl Composition Tile
I.D.	Inside Diameter		
INSUL.	Insulation	WALLBD.	Wallboard
JAN.	Janitor	W/	With
LAM.	Laminated	WC	Water Closet
HR. STL.	Hot Rolled Steel	WD.	Wood
		W/O	Without
		WW.	Wastewater
		@	At

JIM BECHTOL
DIRECTOR OF PLANNING & COMMUNITY DEVELOPMENT
DATE 3/22/05

WAYNE S. WATTS, P.E.
DIRECTOR OF PUBLIC WORKS/CITY ENGINEER
DATE 03/21/05

JERRY WILLIAMS
BUILDING OFFICIAL
DATE 3-22-05

REGISTERED ARCHITECT HEATHER H. MCKINNEY 9665 STATE OF TEXAS
3.4.05

Revisions
2 March 4th, 2005
1 February 4th, 2005

Heather H. McKinney
Texas Registration #9665

McKinney
ARCHITECTS, INC
207 West Eighth Street, Austin, Texas 78701-2303
TEL 512.476.0201 FAX 512.476.0216
www.mckinneyarchitects.com

Est. 1983 Austin, Texas – Member American Institute of Architects

Associated Consulting Engineers, Inc. — CIVIL
901 MoPac Expy., Bldg. 2, Ste. 165
Austin, Texas 78746
Tel: 512.329.0006 Greg Lewis
Fax: 512.329.0096 glewis@aceaustin.com

Tom Green and Company Engineers, Inc. — MEP
3701 Executive Center Dr., Ste. 258
Austin, Texas 78731
Tel: 512.345.7793 John Davidson
Fax: 512.345.7201 johnd@tgce.com

Jaster–Quintanilla & Associates — STRUCTURE
1608 West Sixth Street, Ste. 100
Austin, Texas 78703
Tel: 512.474.9094 John Raff
Fax: 512.474.9179 jqaustin@airmail.net

WHM Transportation Engineering — TRANSPORTATION
2717 Rio Grande Street
Austin, Texas 78705
Tel: 512.473.8343 Mike McInturff
Fax: 512.473.8237 Mcinturff.mike@whmeng.com

Garcia Design, Inc. — LANDSCAPE
7500 Rialto Blvd. Bldg. 1, Ste. 240
Austin, Texas 78735
Tel: 512.892.0353 Roberto C. Garcia
Fax: 512.890.0655 rgarcia@garciadesigninc.net

Kroll — SECURITY
1025 Main Street
Bastrop, Texas 78602
Tel: 512.321.4421 Charles LeBlanc
Fax: 512.321.1746 cleblanc@krollworldwide.com

FD2S — GRAPHICS
500 Chicon
Austin, Texas 78702
Tel: 512.476.7733 Suzi Poore
Fax: 512.473.2202 spoore@fd2s.com

CAPITAL METRO

Capital Metro
Leander Park & Ride
Leander, Texas

Capital Metro — OWNER
2910 East Fifth Street
Austin, Texas 78702
Tel: 512.369.6037 King Kaul
Fax: 512.369.6080 king.kaul@capmetro.com

Date: April 2, 2004
Scale:
Drawn: BC

00

4-2-04

Revisions

McKinney
ARCHITECTS INC
207 West Eighth Street, Austin, Texas 78701-2303
TEL 512.476.0201 FAX 512.476.0216
www.mckinneyarchitects.com
Est. 1983 Austin, Texas – Member American Institute of Architects

ENGINEERING ACE ENVIRONMENTAL
Associated Consulting Engineers, Inc.
901 S. Mopac Expy, Bldg II #165
Austin, Texas 78746
Phone 512.329.0006
Fax 512.329.0096
Greg Lewis
glewis@aceaustin.com
CIVIL

Torn Green and Company — MEP
3701 Executive Circle Dr., Ste. 258
Austin, Texas 78731
Tel: 512.345.7793 — John Davidson
Fax: 512.345.7201 — johnd@tgce.com

Jaster-Quintanilla & Associates — STRUCTURE
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Austin, Texas 78703
Tel: 512.474.9094 — John Raff
Fax: 512.474.9179 — jqaustin@airmail.net

WHM Transportation Engineering — TRANSPORTATION
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Austin, Texas 78705
Tel: 512.473.8343 — Mike McInturff
Fax: 512.473.8237 — Mcinturff.mike@whmeng.com

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Tel: 512.892.0353 — Roberto C. Garcia
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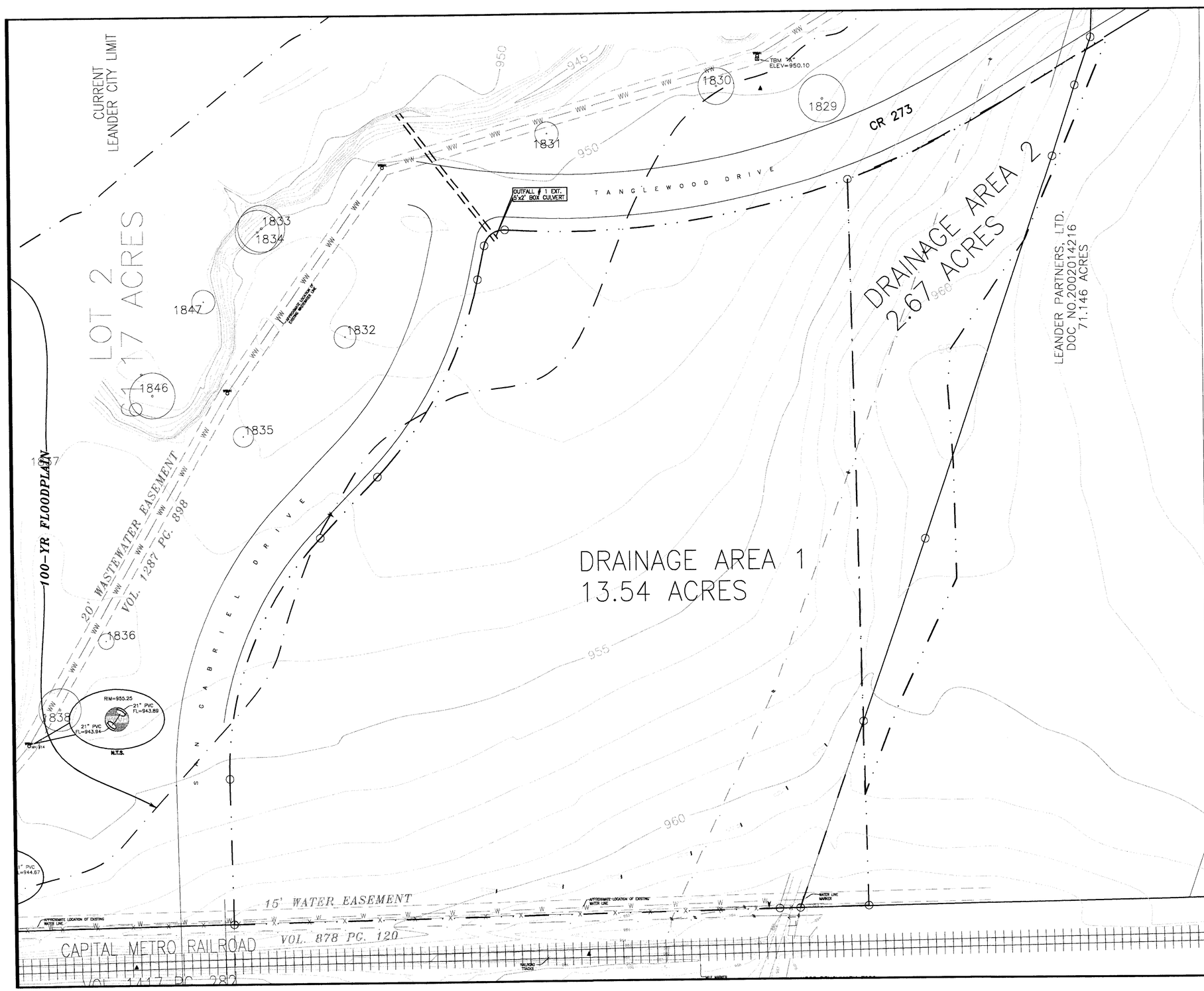
FINAL PLAT

Date: April 2, 2004
Scale: NA
Drawn: AWM

C1



LEGEND

- PROPERTY/DRAINAGE AREA BOUNDARY
- EXISTING CONTOUR
- OE — EXISTING OVERHEAD ELECTRIC TO BE RELOCATED
- W — EXISTING WATER LINE
- WW — EXISTING WASTEWATER LINE

NOTES:
1. THERE ARE NO TREES 8"ø OR LARGER ON THIS SITE.
2. SEE SHEET C15 FOR POND DETAILS AND OUTFLOWS.
3. A WAIVER FROM DETENTION WAS GRANTED BY THE CITY OF LEANDER ON SEPTEMBER 26, 2003.
4. SEE ENGINEERING REPORT SUBMITTED WITH BUILDING PERMIT APPLICATION TO CITY OF LEANDER FOR DRAINAGE CALCULATIONS.

	DRAINAGE AREA 1		DRAINAGE AREA 2
	EXISTING	PROPOSED	OFFSITE AREA
2-YEAR	17.5 cfs	38.7 cfs	6.4 cfs
10-YEAR	37.2 cfs	58.8 cfs	12.8 cfs
25-YEAR	49.1 cfs	70.7 cfs	15.8 cfs
100-YEAR	67.1 cfs	89.5 cfs	22.1 cfs

STATE OF TEXAS
LICENSED
4-2-04

SCALE IN FEET
0 30 60 120

Revisions

McKinney
ARCHITECTS INC
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TEL 512.476.0201 FAX 512.476.0216
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Fax 512.329.0096
Greg Lewis
glewis@aceaustin.com
CIVIL

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500 Chicon
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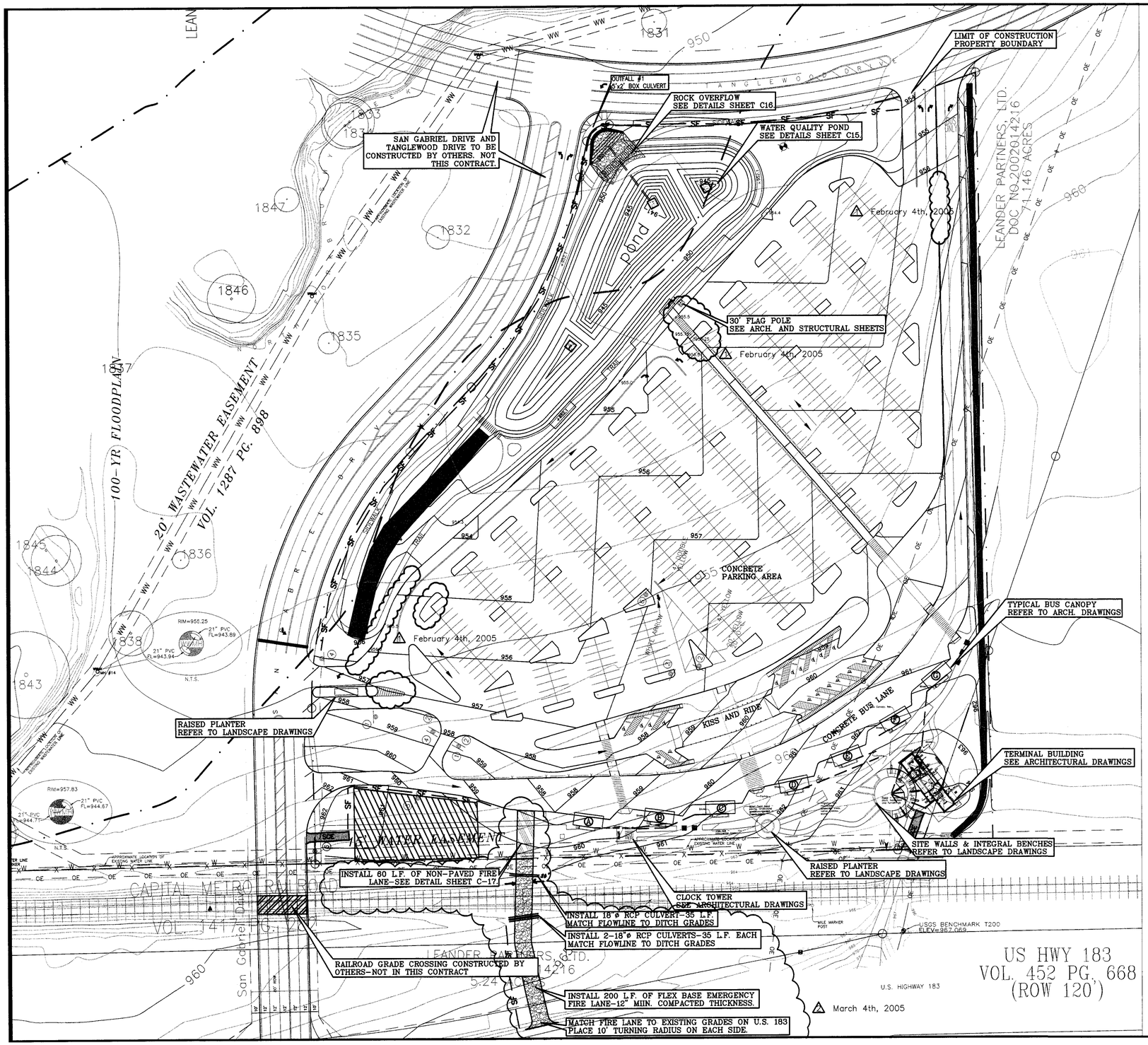
2910 East Fifth Street
Austin, Texas 78702
Tel: 512.369.6037 — King Kaul
Fax: 512.369.6080 — king.kaul@capmetro.com

EXISTING CONDITIONS/ DRAINAGE MAP

Date: April 2, 2004
Scale: 1"=60'
Drawn: TMH

C2



LEGEND

- EROSION CONTROL MATTING TENSAR TB1000 OR APPROVED EQUAL
- SPOILS AND STAGING AREA
- SCE — STABILIZED CONSTRUCTION ENTRANCE
- BRIDGE
- PROPERTY BOUNDARY (L.O.C.)
- EXISTING CONTOUR
- 960 — PROPOSED CONTOUR
- SF — SILT FENCE
- OE — EXISTING OVERHEAD ELECTRIC TO BE RELOCATED
- W — EXISTING WATER LINE
- WW — EXISTING WASTEWATER LINE
- PROPOSED IRRIGATION WELL SEE DETAILS SHEET C16

NOTES:
1. SEE SHEET C4 FOR EROSION CONTROL DETAILS.
2. REFER TO SPECIFICATIONS (INCLUDING DIVISION 0 AND 1) FOR REQUIREMENTS RELATED TO AS-BUILT SUBMISSIONS. CONTRACTOR AND ALL SUB-CONTRACTORS SHALL COORDINATE WITH EACH OTHER TO INSURE THAT RESPONSIBILITY FOR COMPLIANCE WITH AS-BUILT REQUIREMENTS ARE CLEAR TO ALL PARTIES PRIOR TO BIDDING.
3. CONTRACTOR MAY USE EITHER S.C.E. FOR ACCESS TO THE SITE.

OWNER:	CAPITAL METRO TRANSPORTATION AUTHORITY
ADDRESS:	2910 EAST FIFTH STREET AUSTIN, TX 78702
PHONE:	512-369-6037
FAX:	512-369-6080
ACREAGE:	13.54 AC
LEGAL DESCRIPTION:	LOT 1 SAN GABRIEL PARK
ADDRESS:	SAN GABRIEL DRIVE, LEANDER, TX 78646
TOTAL IMP. COVER:	355,000 SF (8.15 ACRES)
LAND USE SUMMARY:	PUBLIC PARK AND RIDE
PARKING SPACES REQUIRED: 16	PARKING SPACES PROVIDED: 638
DATE:	APRIL 2, 2004
PERSON PREPARING PLAN:	HEATHER McKINNEY
COMPANY:	McKINNEY ARCHITECTS, INC.
ADDRESS:	207 WEST EIGHTH STREET AUSTIN, TX 78701
PHONE:	512-476-0201
FAX:	512-476-0216
ENGINEER:	ADAM MEHEVEC
COMPANY:	ASSOCIATED CONSULTING ENGINEERS, INC.
ADDRESS:	901 SOUTH MOPAC BUILDING II, SUITE 165 AUSTIN, TX 78746
PHONE:	512-329-0006
FAX:	512-329-0096

BENCHMARK DATA

ELEV.	NORTHING	EASTING
967.069	10185514.68	3076101.65

STATE OF TEXAS
ADAM W. MEHEVEC
84736
LICENSED
PROFESSIONAL ENGINEER
5-4-05

THIS SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY ADAM W. MEHEVEC, P.E. 84736 ON 03/04/2005.

SCALE IN FEET
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Revisions
1 March 4th, 2005
2 February 4th, 2005

McKinney
ARCHITECTS INC
207 West Eighth Street, Austin, Texas 78701-2303
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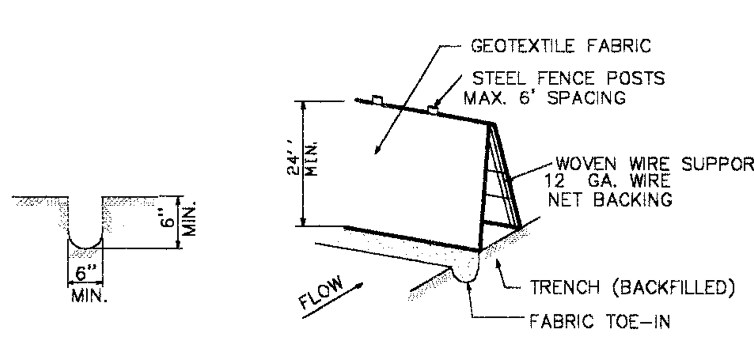
Fax: 512.369.6080 king.kaul@capmetro.com

SITE PLAN/ EROSION CONTROL PLAN

Date: February 2, 2005
Scale: 1"=60'
Drawn: AWM

C3



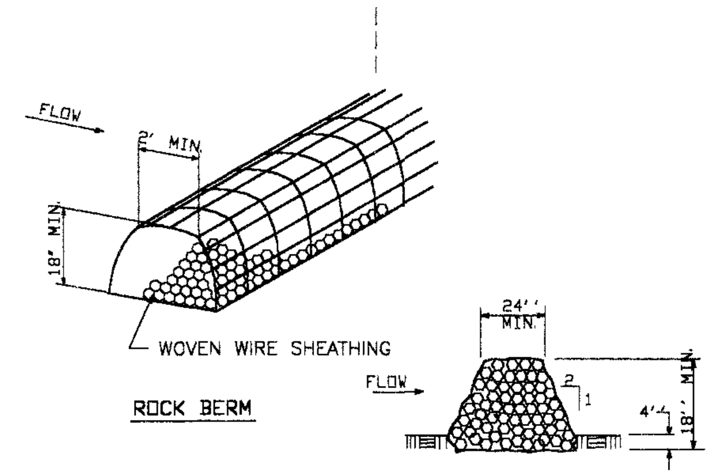
TRENCH CROSS SECTION

STANDARD SYMBOL $\frac{SF}{L=}$

SILT FENCE

GENERAL NOTES:

1. Steel posts which support the silt fence shall be installed on a slight angle toward the anticipated runoff source. Post must be embedded a minimum of one foot.
2. The toe of the silt fence shall be trenched in with a spade or mechanical trencher, so that the downslope face of the trench is flat and perpendicular to the line of flow. Where fence can not be trenched in (e.g. pavement) weight fabric flap with washed gravel on uphill side to prevent flow under fence.
3. The trench must be a minimum of 6 inches deep and 6 inches wide to allow for the silt fence fabric to be laid in the ground and backfilled with compacted material.
4. Silt fence should be securely fastened to each steel support post or to woven wire, which is in turn attached to the steel fence post.
5. Inspection shall be made weekly or after each rainfall event and repair or replacement shall be made promptly as needed.
6. Silt fence shall be removed when the site is completely stabilized so as not to block or impede storm flow or drainage.
7. Accumulated silt shall be removed when it reaches a depth of 6 inches. The silt shall be disposed of in an approved site and in such a manner as to not contribute to additional siltation.

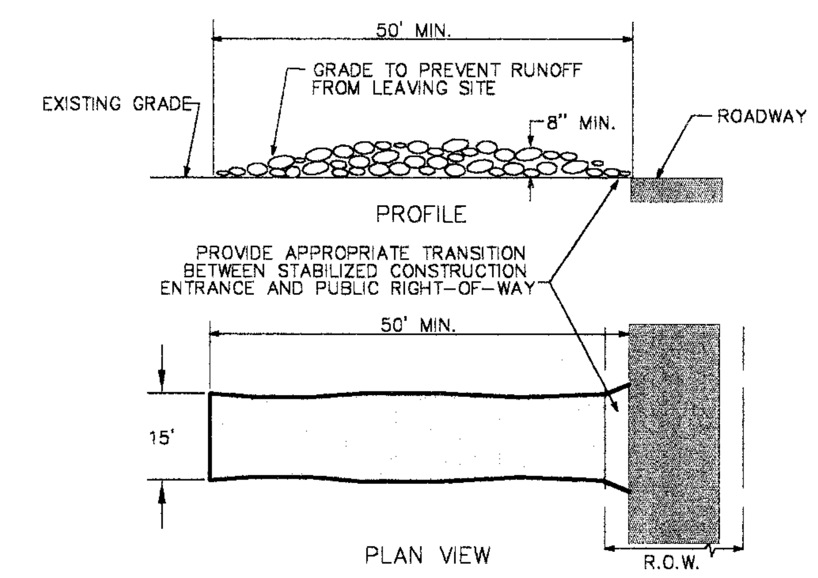


STANDARD SYMBOL
RB

ROCK BERM

GENERAL NOTES:

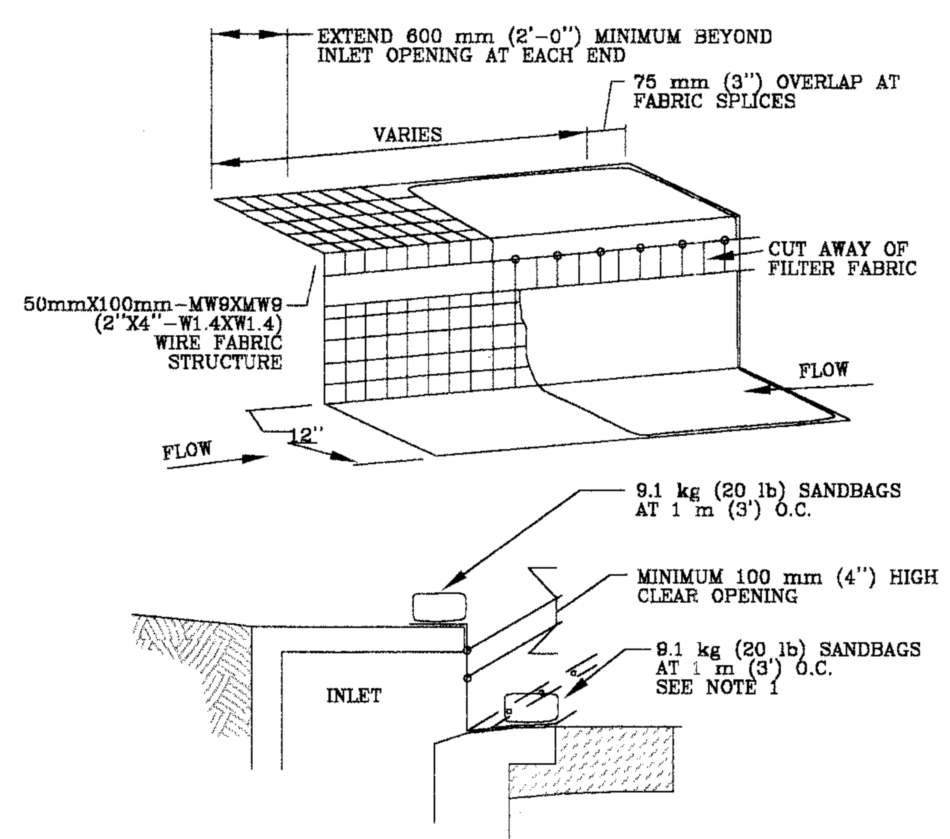
1. USE ONLY OPEN GRADED ROCK 4-8 INCH DIAMETER FOR STREAM FLOW CONDITIONS USE OPEN GRADED ROCK 3-5 INCH DIAMETER FOR OTHER CONDITIONS.
2. THE ROCK BERM SHALL BE SECURED WITH A WOVEN WIRE SHEATHING HAVING MAXIMUM 1 INCH OPENING AND MINIMUM WIRE DIAMETER OF 20 GAUGE.
3. THE ROCK BERM SHALL BE INSPECTED WEEKLY OR AFTER EACH RAIN, AND THE STONE AND/OR FABRIC CORE-WOVEN SHEATHING SHALL BE REPLACED WHEN THE STRUCTURE CEASES TO FUNCTION AS INTENDED, DUE TO SILT ACCUMULATION AMONG THE ROCKS, WASHOUT, CONSTRUCTION TRAFFIC DAMAGE, ETC.
4. WHEN SILT REACHES A DEPTH EQUAL TO ONE-THIRD THE HEIGHT OF THE BERM OR ONE FOOT, WHICHEVER IS LESS, THE SILT SHALL BE REMOVED AND DISPOSED OF IN AN APPROVED SITE AND IN A MANNER AS TO NOT CREATE A SILTATION PROBLEM.
5. DAILY INSPECTION SHALL BE MADE ON SEVERE-SERVICE ROCK BERMS; SILT SHALL BE REMOVED WHEN ACCUMMULATION REACHES 6 INCHES.
6. WHEN THE SITE IS COMPLETELY STABILIZED,THE BERM AND ACCUMULATED SILT SHALL BE REMOVED AND DISPOSED OF IN AN APPROVED MANNER.



STABILIZED CONSTRUCTION ENTRANCE

GENERAL NOTES:

1. Stone size – 3 to 5 inch open graded rock.
2. Length – as effective, but not less than 50 feet.
3. Thickness – as less than 8 inches.
4. Width – not less than full width of all points of ingress or egress.
5. Washing – When necessary, wheels shall be cleaned to remove sediment prior to entrance onto public roadway. When washing is required, it shall be done on an area stabilized with crushed stone which drain into an approved trap or sediment basin. All sediment shall be prevented from entering any storm drain, ditch, or watercourse using approved methods.
6. Maintenance – the entrance shall be maintained in a condition which will prevent tracking or flowing of sediment onto public roadways. This may require periodic top dressing with additional stone as conditions demand, and repair and/or cleanout of any measures used to trap sediment. All sediment spilled, dropped, washed or tracked onto public roadway must be removed immediately.
7. Drainage – entrance must be properly graded to incorporate a drainage swale



NOTES:
1. WHERE MINIMUM CLEARANCES CAUSE TRAFFIC TO DRIVE IN THE GUTTER, THE CONTRACTOR MAY SUBSITITUTE A 25 mm X 100 mm (1" X 4") BOARD SECURED WITH CONCRETE NAILS 1 m (3') O.C. NAILED INTO THE GUTTER IN LIEU OF SANDBAGS TO HOLD THE FILTER DIKE IN PLACE. UPON REMOVAL, CLEAN ANY DIRT/DEBRIS FROM NAILING LOCATIONS, APPLY CHEMICAL SANDING AGENT AND APPLY NON-SHRINK GROUT FLUSH WITH SURFACE OF GUTTER.
2. A SECTION OF FILTER FABRIC SHALL BE REMOVED AS SHOWN ON THIS DETAIL OR AS DIRECTED BY THE ENGINEER OR DESIGNATED REPRESENTATIVE. FABRIC MUST BE SECURED TO WIRE BACKING WITH CLIPS OR HOG RINGS AT THIS LOCATION.
3. DAILY INSPECTION SHALL BE MADE BY THE CONTRACTOR AND SILT ACCUMULATION MUST BE REMOVED WHEN DEPTH REACHES 50 mm (2").
4. CONTRACTOR SHALL MONITOR THE PERFORMANCE OF INLET PROTECTION DURING EACH RAINFALL EVENT AND IMMEDIATELY REMOVE THE INLET PROTECTIONS IF THE STORMWATER BEGINS TO OVERTOP THE CURB.
5. INLET PROTECTIONS SHALL BE REMOVED AS SOON AS THE SOURCE OF SEDIMENT IS STABILIZED.

FILTER DIKE CURB INLET PROTECTION

NOTES:
1. PLACE INLET PROTECTION AS EACH INLET IS COMPLETED.
2. PLACE GEOTEXTILE FABRIC OVER EACH GRATE INLET AND ANCHOR WITH SAND BAGS UNTIL SITE WORK IS COMPLETE.

WATER AND WASTEWATER NOTES

1. Contractor must obtain a permit from the City of Leander before beginning construction within the right-of-way of a public street or alley.
2. At least 48 hours before beginning any water and wastewater construction in public R.O.W. or public easement, the Contractor shall notify the City of Leander Department of Public Works.
3. The Contractor shall contact the "One Call" system at 1-800-344-8377 for existing utility locations prior to any excavation. In advance of construction, the contractor shall verify the locations of all utilities to be extended, tied to, altered, or subjected to damage/inconvenience by the construction operations. The public utility water and wastewater maintenance responsibility ends at R.O.W./easement lines.
4. No other utility service/appurtenances shall be placed near the property line, or other assigned location designated for water and wastewater utility service that would interfere with the water and wastewater services.
5. Contractor shall dispose of all excavated spoil not used in the construction in a City of Leander approved spoil disposal site.
6. Manholes and valves shall be left at or slightly below subgrade at completion of the utility work.
7. Dust will be controlled by sprinkling of water as necessary.

GENERAL NOTES

1. PRIOR TO BEGINNING ANY CONSTRUCTION, THE TEMPORARY EROSION CONTROL ITEMS SHALL BE IN PLACE.

2. CONTRACTOR SHALL NOT STOCKPILE MATERIAL WITHIN THE 100-YEAR FLOOD PLAIN OR AREAS OUTSIDE OF PERMIT BOUNDARIES. ANY REGULATORY PERMITS REQUIRED FOR DISPOSAL OF EXCESS EXCAVATED MATERIAL OFF THE PERMIT SITE MUST BE OBTAINED FROM THE APPLICABLE JURISDICTIONS. DISPOSAL OF SOLID WASTE MATERIALS, AS DEFINED BY STATE LAW (LITTER, TIRES, DECOMPOSABLE WASTES, ETC.) IS PROHIBITED IN PERMITTED FILL SITES.

3. ANY EXISTING PAVEMENT, CURBS, SIDEWALKS OR DRAINAGE STRUCTURES WITHIN COUNTY RIGHT OF WAY WHICH ARE DAMAGED, REMOVED OR SILTED, WILL BE REPAIRED BY THE CONTRACTOR AT HIS/HER EXPENSE BEFORE APPROVAL OF THE CONSTRUCTION.

4. ALL STORM SEWER PIPES SHALL BE CLASS III RCP, UNLESS OTHERWISE NOTED.

5. THE CONTRACTOR SHALL INSTALL ALL TRAFFIC MARKING AND SIGNAGE PER CURRENT TEXAS DEPARTMENT OF TRANSPORTATION "MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES", (MUTCD).

6. THE INFORMATION SHOWN ON THESE DRAWINGS INDICATING TYPE AND LOCATION OF UNDERGROUND, SURFACE, AND AERIAL UTILITIES IS NOT GUARANTEED TO BE EXACT OR COMPLETE. THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE EXACT TYPE AND LOCATION OF ALL UTILITIES AFFECTED BY CONSTRUCTION FOR THIS PROJECT IN ORDER TO AVOID DAMAGING THOSE UTILITIES. THE CONTRACTOR SHALL IMMEDIATELY ARRANGE FOR REPAIR AND RESTORATION OF CONTRACTOR-DAMAGED UTILITIES AND THE CONTRACTOR SHALL PAY FOR SUCH REPAIRS

7. THE ESTIMATED QUANTITIES PUBLISHED WITH THESE CONSTRUCTION DOCUMENTS ARE FURNISHED AS AN AID IN THE BIDDING PROCESS AND ARE NOT TO BE SUBSTITUTED FOR THE CONTRACTOR'S QUANTITY TAKE-OFFS.

8. THE BIDDER (CONTRACTOR AFTER AWARD) SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY OBSTACLES THAT MAY IMPEDE OR PREVENT THE PROPER CONSTRUCTION OF THIS PROJECT.

9. CONTRACTOR SHALL MAINTAIN THE JOB SITE IN A SAFE, NEAT, AND WORKMAN LIKE MANNER AT ALL TIMES. JOB SITE SAFETY SHALL NOT BE COMPROMISED. ANY UNATTRACTIVE NUISANCE SHALL BE REMOVED OR CAMOUFLAGED BY CONTRACTOR WHEN DIRECTED BY THE OWNER OR ENGINEER. CONTRACTOR IS OBLIGATED TO ADHERE TO OSHA REGULATIONS FOR SAFETY.

10. THE WATER & WASTEWATER ALIGNMENTS SHOWN ON PLANS SHALL BE ACHIEVED BY DEFLECTION, EXCEPT WHERE SPECIFIC FITTINGS ARE CALLED FOR ON THE PLANS. THERE WILL BE NO ADDITIONAL PAYMENTS FOR FITTINGS USED FOR DEFLECTION PURPOSES, UNDER NO CONDITIONS SHALL THE CONTRACTOR EXCEED THE MAXIMUM DEFLECTION ANGLE RECOMMENDED BY THE PIPE MANUFACTURER.

11. FIRE HYDRANT ON MAINS UNDER CONSTRUCTION SHALL BE SECURELY WRAPPED WITH A POLYETHYLENE WRAP BAG AND TAPED INTO PLACE. THE POLYETHYLENE WRAP WILL BE REMOVED WHEN THE MAINS ARE ACCEPTED AND PLACED IN SERVICE. ALL FIRE HYDRANTS SHALL BE PAINTED WITH PITTSBURG HIGH GLOSS ENAMEL, SILVER COLOR, OR APPROVED EQUAL PRIOR TO ACCEPTANCE FOR OPERATION & MAINTENANCE.

TEXAS NATURAL RESOURCE CONSERVATION COMMISSION CONTRIBUTING ZONE PLAN GENERAL CONSTRUCTION NOTES

1. Written construction notification should be provided to the appropriate TNRCC regional office no later than 48 hours prior to commencement of the regulated activity. Information should include the date on which the regulated activity will commence, the name of the approved plan for the regulated activity, and the name of the prime contractor with the name and telephone number of the contact person.

2. All contractors conducting regulated activities associated with this project should be provided with complete copies of the approved Contributing Zone Plan and the TNRCC letter indicating the specific conditions of its approval. During the course of these regulated activities, the contractor(s) should keep copies of the approved plan and approval letter on-site.

3. Temporary aboveground storage tank systems of 250 gallons or more must be located a minimum distance of 150 feet from the five year flood plain of any stream drainage.

4. Prior to commencing construction, all temporary erosion and sedimentation (E&S) control measures must be properly selected, installed, and maintained in accordance with the manufacturer's specifications and good engineering practices. Controls specified in the SWPPP section of the approved Edwards Aquifer Contributing Zone Plan are required during construction. If inspections indicate a control has been used inappropriately, or incorrectly, the applicant must replace or modify the control for site situations. The controls must remain in place until disturbed areas are revegetated and the areas have become permanently stabilized.

5. If sediment escapes the construction site, off-site accumulations of sediment must be removed at a frequency sufficient to minimize offsite impacts to water quality (e.g., fugitive sediment in street being washed into surface streams or sensitive features by the next rain).

6. Sediment must be removed from sediment traps or sedimentation ponds not later than when design capacity has been reduced by 50%. A permanent stake must be provided that can indicate when the sediment occupies 50% of the basin volume.

7. Litter, construction debris, and construction chemicals exposed to stormwater shall be prevented from becoming a pollutant source for stormwater discharges (e.g., screening outfalls, picked up daily).

8. All spoils (excavated material) generated from the project site and stored on-site must have proper E&S controls installed.

9. Stabilization measures shall be initiated as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, and construction activities will not resume within 21 days. When the initiation of stabilization measures by the 14th day is precluded by weather conditions, stabilization measures shall be initiated as soon as practicable.

10. The following records should be maintained and made available to the TNRCC upon request: the dates when major grading activities occur; the dates when construction activities temporarily or permanently cease on a portion of the site; and the dates when stabilization measures are initiated.

11. The holder of any approved Contributing Zone plan must notify the appropriate regional office in writing and obtain approval from the executive director prior to initiating any of the following:

A. any physical or operational modification of any best management practices or structure(s), including but not limited to temporary or permanent ponds, dams, berms, silt fences, and diversionary structures;

B. any change in the nature or character of the regulated activity from that which was originally approved;

C. any change that would significantly impact the ability to prevent pollution of the Edwards Aquifer and hydrologically connected surface water; or

D. any development of land previously identified in a contributing zone plan as undeveloped.

Austin Regional Office
1921 Cedar Bend, Suite 150
Austin, Texas 78758-5336
Phone (512) 339-2929
Fax (512) 339-3795

5-17-04

Revisions

McKinney
ARCHITECTS INC
207 West Eighth Street, Austin, Texas 78701-2303
TEL 512.476.0201 FAX 512.476.0216
www.mckinneyarchitects.com
Est. 1983 Austin, Texas – Member American Institute of Architects

ENGINEERING ACE ENVIRONMENTAL
Associated Consulting Engineers, Inc.
901 S. Mopac Expy, Bldg II #165
Austin, Texas 78746
Phone 512.329.0006
Fax 512.329.0096
CIVIL
Greg Lewis
glewis@aceaustin.com

Tom Green and Company — MEP
3701 Executive Circle Dr., Ste. 258
Austin, Texas 78731
Tel: 512.345.7793 — John Davidson
Fax: 512.345.7201 — johnd@tgce.com

Jaster-Quintanilla & Associates — STRUCTURE
1608 West Sixth Street, Ste. 100
Austin, Texas 78703
Tel: 512.474.9094 — John Raff
Fax: 512.474.9179 — jqaustin@airmail.net

WHM Transportation Engineering — TRANSPORTATION
2717 Rio Grande Street
Austin, Texas 78705
Tel: 512.473.8343 — Mike McInturff
Fax: 512.473.8237 — McInturff.mike@whmeng.com

Garcia Design, Inc. — LANDSCAPE
7500 Rialto Blvd., Bldg. 1, Suite 240
Austin, Texas 78735
Tel: 512.892.0353 — Roberto C. Garcia
Fax: 512.890.0655 — rgarcia@garciadesigninc.net

Kroll — SECURITY
1025 Main Street
Bastrop, Texas 78602
Tel: 512.321.4421 — Charles LeBlanc
Fax: 512.321.1746 — cleblanc@krollworldwide.com

FD2S — GRAPHICS
500 Chicon
Austin, Texas 78702
Tel: 512.476.7733 — Suzi Poore
Fax: 512.473.2202 — spoore@fd2s.com

CAPITAL METRO

Capital Metro
Leander Park & Ride
Leander, Texas

Capital Metro — OWNER
2910 East Fifth Street
Austin, Texas 78702
Tel: 512.369.6037 — King Kaul
Fax: 512.369.6080 — king.kaul@capmetro.com

EROSION CONTROL DETAILS AND GENERAL NOTES

Date: May 17, 2004
Scale: NA
Drawn: TMH

C4

LEGEND

- BRIDGE
- PROPERTY BOUNDARY
- EXISTING CONTOUR
- 960 PROPOSED CONTOUR
- OE EXISTING OVERHEAD ELECTRIC TO BE RELOCATED
- W EXISTING WATER LINE
- WW EXISTING WASTEWATER LINE
- PROPOSED IRRIGATION WELL SEE DETAILS SHEET C16

NOTES:
1. ALL SPOT ELEVATIONS REPRESENT TOP OF CURB OR TOP OF INLET UNLESS OTHERWISE NOTED.
2. REFER TO SPECIFICATIONS (INCLUDING DIVISION 0 AND 1) FOR REQUIREMENTS RELATED TO AS-BUILT SUBMISSIONS. CONTRACTOR AND ALL SUB-CONTRACTORS SHALL COORDINATE WITH EACH OTHER TO INSURE THAT RESPONSIBILITY FOR COMPLIANCE WITH AS-BUILT REQUIREMENTS ARE CLEAR TO ALL PARTIES PRIOR TO BIDDING.
3. ELEVATIONS SHOWN FOR POND REPRESENT TOP OF 1' CLAY LINER.
4. SEE SHEET C6 FOR DETAILED GRADING INFORMATION AROUND BUILDING AREA.

STATE OF TEXAS
ADAM W. MEHEVEC
84736
LICENSED PROFESSIONAL ENGINEER
2-9-05

THIS SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY ADAM W. MEHEVEC, P.E. 84736 ON 05/21/2004.

SCALE IN FEET
0 30 60 120

Revisions
February 4th, 2005

McKinney ARCHITECTS INC
207 West Eighth Street, Austin, Texas 78701-2303
TEL 512.476.0201 FAX 512.476.0216
www.mckinneyarchitects.com
Est. 1983 Austin, Texas - Member American Institute of Architects

ACE ENVIRONMENTAL
Associated Consulting Engineers, Inc.
901 S. Mopac Expy, Bldg II #165
Austin, Texas 78746
Phone 512.329.0006
Fax 512.329.0096
Greg Lewis
glewis@aceaustin.com
CIVIL

Tom Green and Company — MEP
3701 Executive Circle Dr., Ste. 258
Austin, Texas 78731
Tel: 512.345.7793 — John Davidson
Fax: 512.345.7201 — johnd@tgce.com

Joster-Quintanilla & Associates — STRUCTURE
1608 West Sixth Street, Ste. 100
Austin, Texas 78703
Tel: 512.474.9094 — John Raff
Fax: 512.474.9179 — jgaustin@airmail.net

WHM Transportation Engineering — TRANSPORTATION
2717 Rio Grande Street
Austin, Texas 78705
Tel: 512.473.8343 — Mike McInturff
Fax: 512.473.8237 — Mcinturff.mike@whmeng.com

Garcia Design, Inc. — LANDSCAPE
7500 Rialto Blvd., Bldg. 1, Suite 240
Austin, Texas 78735
Tel: 512.892.0353 — Roberto C. Garcia
Fax: 512.890.0655 — rgarcia@garciadesigninc.net

Kroll — SECURITY
1025 Main Street
Bastrop, Texas 78602
Tel: 512.321.4421 — Charles LeBlanc
Fax: 512.321.1746 — cleblanc@krollworldwide.com

FD2S — GRAPHICS
500 Chicon
Austin, Texas 78702
Tel: 512.476.7733 — Suzi Poore
Fax: 512.473.2202 — spoore@fd2s.com

CAPITAL METRO

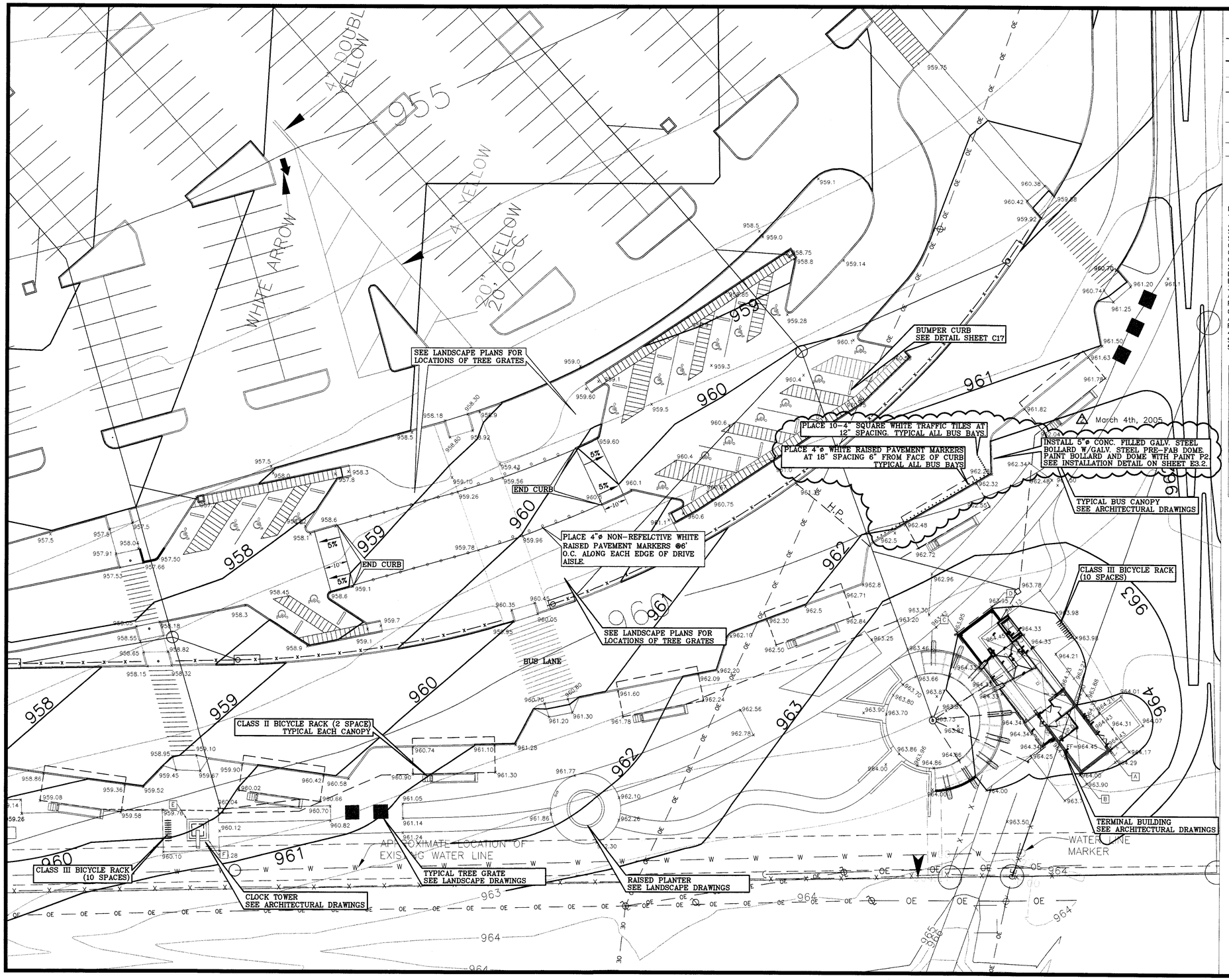
Capital Metro
Leander Park & Ride
Leander, Texas

Capital Metro — OWNER
2910 East Fifth Street
Austin, Texas 78702
Tel: 512.369.6037 — King Kaul
Fax: 512.369.6080 — king.kaul@capmetro.com

GRADING PLAN

Date: February 2, 2005
Scale: 1"=60'
Drawn: AWM

C5



LEGEND

— X — X —	PROPOSED FENCE SEE LANDSCAPE PLANS
— · · —	PROPERTY BOUNDARY
	EXISTING CONTOUR
960	PROPOSED CONTOUR
x960	PROPOSED SPOT ELEVATION
— OE —	EXISTING OVERHEAD ELECTRIC TO BE RELOCATED
— W —	EXISTING WATER LINE
— WW —	EXISTING WASTEWATER LINE
	ACCESSIBLE PARKING SPACE SEE DETAILS SHEET C20

NOTES:
1. REFER TO SPECIFICATIONS (INCLUDING DIVISION 0 AND 1) FOR REQUIREMENTS RELATED TO AS-BUILT SUBMISSIONS. CONTRACTOR AND ALL SUB-CONTRACTORS SHALL COORDINATE WITH EACH OTHER TO INSURE THAT RESPONSIBILITY FOR COMPLIANCE WITH AS-BUILT REQUIREMENTS ARE CLEAR TO ALL PARTIES PRIOR TO BIDDING.
2. SEE SHEET C22 FOR CLASS II AND CLASS III BICYCLE RACK DETAILS. CONTRACTOR MAY PROVIDE EITHER TYPE OF CLASS II RACK SHOWN.
3. ALL WALKWAYS, KISS&RIDE, CANOPY, AND PLAZA AREAS SHALL COMPLY WITH ADA SLOPE REQUIREMENTS (5% MAX LONGITUDINAL SLOPE, 2% CROSS SLOPE). NOTIFY ENGINEER IMMEDIATELY IF AREA IS DETECTED THAT DOES NOT COMPLY WITH ADA REGULATIONS.
4. SEE SHEET C5 FOR GRADING OF REMAINDER OF SITE.
5. SEE SHEET C21 FOR CONTROL DIMENSIONS.

POINT	NORTHING	EASTING
A	10185508.51	3076264.46
B	10185517.10	3076250.96
C	10185587.00	3076288.73
D	10185576.88	3076304.02
E	10185868.08	3076101.40
F	10185856.01	3076096.05

STATE OF TEXAS
ADAM W. MEHEVEC
84736
LICENSED PROFESSIONAL ENGINEER
3-4-05

THIS SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY ADAM W. MEHEVEC, P.E. 84736 ON 03/04/2005.

SCALE IN FEET
0 10 20 40

Revisions	
1	March 4th, 2005

McKinney ARCHITECTS INC
207 West Eighth Street, Austin, Texas 78701-2303
TEL 512.476.0201 FAX 512.476.0216
www.mckinneyarchitects.com
Est. 1983 Austin, Texas - Member American Institute of Architects

Associated Consulting Engineers, Inc. — CIVIL
901 S. Mopac Expy, Bldg II #165
Austin, Texas 78746
Phone 512.329.0006
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Greg Lewis
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3701 Executive Circle Dr., Ste. 258
Austin, Texas 78731
Tel: 512.345.7793 — John Davidson
Fax: 512.345.7201 — johnd@tgce.com

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Austin, Texas 78703
Tel: 512.474.9094 — John Raff
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Austin, Texas 78705
Tel: 512.473.8343 — Mike McInturff
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7500 Rialto Blvd., Bldg. 1, Suite 240
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Kroll — SECURITY
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Bastrop, Texas 78602
Tel: 512.321.4421 — Charles LeBlanc
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FD2S — GRAPHICS
500 Chicon
Austin, Texas 78702
Tel: 512.476.7733 — Suzi Poore
Fax: 512.473.2202 — spoore@fd2s.com

CAPITAL METRO

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Leander Park & Ride
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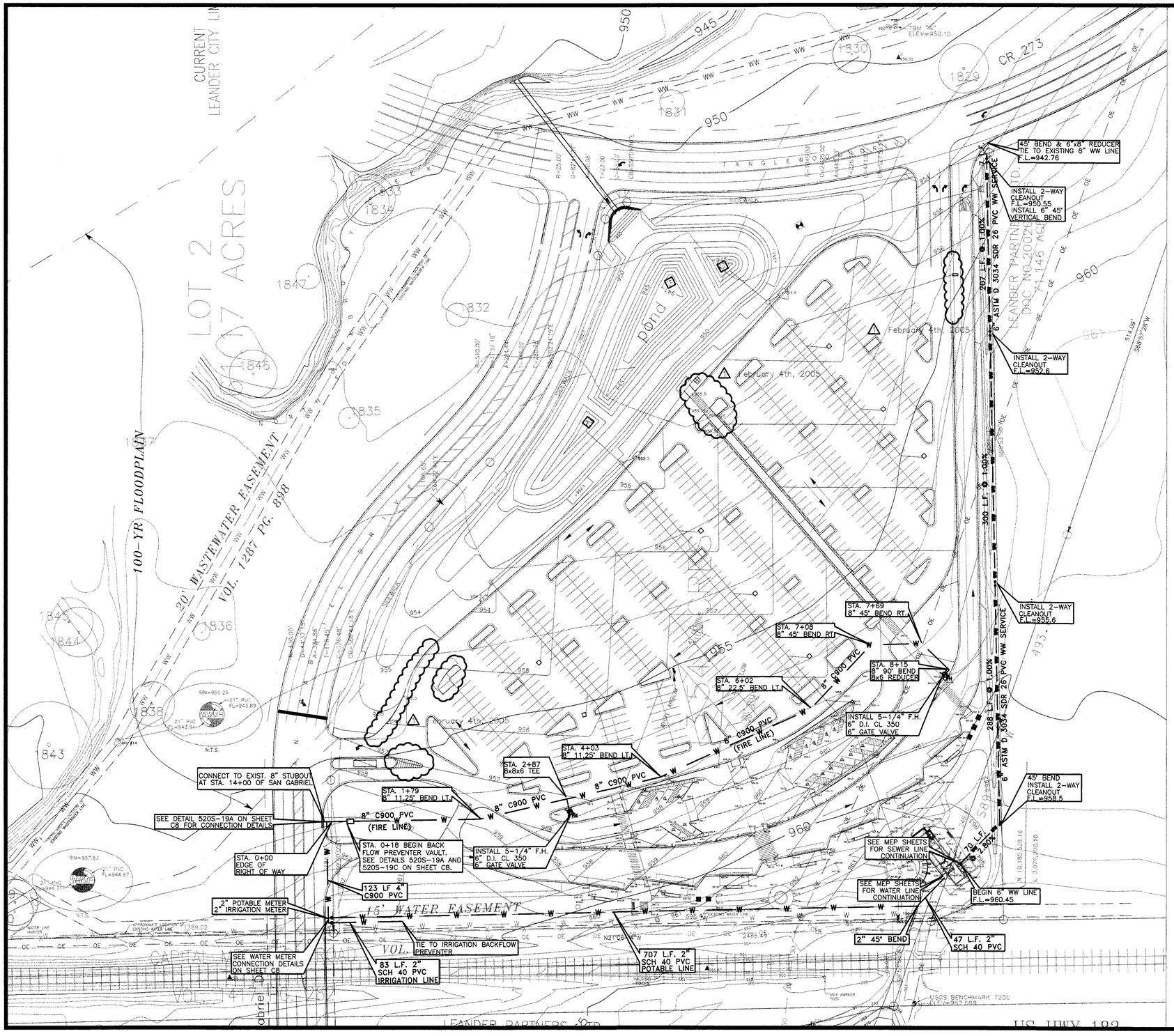
Capital Metro — OWNER
2910 East Fifth Street
Austin, Texas 78702
Tel: 512.369.6037 — King Kaul
Fax: 512.369.6080 — king.kaul@capmetro.com

DETAILED GRADING PLAN

Date: May 17, 2004
Scale: 1"=20'
Drawn: AWM

C6



LEGEND

- BRIDGE
- PROPERTY BOUNDARY (L.O.C.)
- EXISTING CONTOUR
- 960 PROPOSED CONTOUR
- OE EXISTING OVERHEAD ELECTRIC TO BE RELOCATED
- W EXISTING WATER LINE
- WW EXISTING WASTEWATER LINE
- W PROPOSED WATER LINE
- WW PROPOSED WASTEWATER LINE
- PROPOSED IRRIGATION WELL SEE DETAILS SHEET C16
- FH PROPOSED FIRE HYDRANT

NOTES:

1. REFER TO SPECIFICATIONS (INCLUDING DIVISION 0 AND 1) FOR REQUIREMENTS RELATED TO AS-BUILT SUBMISSIONS. CONTRACTOR AND ALL SUB-CONTRACTORS SHALL COORDINATE WITH EACH OTHER TO INSURE THAT RESPONSIBILITY FOR COMPLIANCE WITH AS-BUILT REQUIREMENTS ARE CLEAR TO ALL PARTIES PRIOR TO BIDDING.
2. SEE SHEETS C8 AND C22 FOR INSTALLATION DETAILS.
3. SEE SHEET C14 FOR TRENCH DETAILS.
4. DEPTH OF COVER FOR WASTEWATER LINES SHALL BE 48" MIN. WATER LINES SHALL BE 36" MIN. UNDER BOTH PAVEMENT AND NATURAL GROUND.
5. SEE M.E.P. AND LANDSCAPE SHEETS FOR CONTINUATION OF WATER LINES.

STATE OF TEXAS
ADAM W. MEHEVEC
84736
LICENSED PROFESSIONAL ENGINEER

THIS SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY ADAM W. MEHEVEC, P.E. 84736 ON 05/21/2004.

SCALE IN FEET
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Revisions	
1	February 4th, 2005

McKinney ARCHITECTS INC
207 West Eighth Street, Austin, Texas 78701-2303
TEL 512.476.0201 FAX 512.476.0216
www.mckinneyarchitects.com
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glewis@aceaustin.com
CIVIL

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Fax: 512.473.8237 — Mcinturff.mike@whmeng.com

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Austin, Texas 78735
Tel: 512.892.0353 — Roberto C. Garcia
Fax: 512.890.0655 — rgarcia@garciadesigninc.net

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1025 Main Street
Bastrop, Texas 78602
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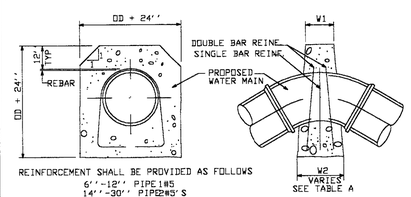
Leander, Texas

Capital Metro — OWNER
2910 East Fifth Street
Austin, Texas 78702
Tel: 512.369.6037 — King Kaul
Fax: 512.369.6080 — king.kaul@capmetro.com

WATER & WASTEWATER PLAN

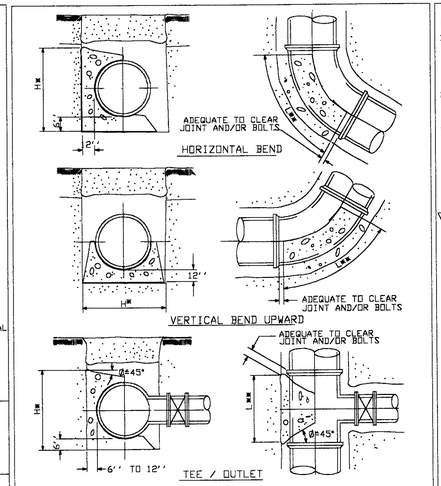
Date: May 17, 2004
Scale: 1"=60'
Drawn: TMH

C7



REINFORCEMENT SHALL BE PROVIDED AS FOLLOWS
6''-12'' PIPE #5
14''-30'' PIPE #6'S
36''-48'' PIPE #7'S

VERTICAL DOWN BEND



* THE DIMENSION FOR "H" MUST BE GREATER THAN DIAMETER OF THE PIPE
** LENGTH "L" ALONG THE BEND MUST BE GREATER THAN "H" AND LESS THAN 2 TIMES "H"

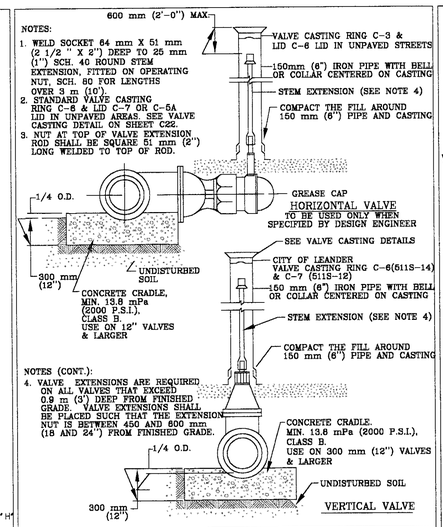
TABLE A UPWARD THRUST GRAVITY BLOCKS			
PIPE DIA.	MIN. TOP WIDTH W1	ANGLE (degrees)	BOTTOM WIDTH-W2 (in)
6''	6''	0-5	NOTE 2
		5-15	24
		15-25	48
		►25	NOTE 1
8''	6''	0-5	NOTE 2
		5-9	30
		9-15	36
		►15	NOTE 1
12''	6''	0-5	NOTE 2
		5-15	48
		►15	NOTE 1
16''	12''	0-5	NOTE 2
		5-10	60
		10-15	96
		►15	NOTE 1
24'' THRU 36'' DIA		►5.0	NOTE 1
42'' THRU 48'' DIA		►3.0	NOTE 1

NOTES:
1- FOR ANGLES GREATER THAN THOSE INDICATED RESTRAINED JOINTS SHALL BE INSTALLED
2- FOR JOINT DEFLECTIONS LESS THAN 5 DEGREES, NO HORIZONTAL OR VERTICAL THRUST RESTRAINT IS REQUIRED FOR PIPES LESS THAN 42'' IN DIAMETER.

THRUST BLOCK DESIGN AS FOLLOWS
A. PRESSURE OF 150 P.S.I. (ACTUAL IF HIGHER) + 50 % SURGE ALLOWANCE
B. MAXIMIM SOIL BEARING SEE TABLE BELOW

SOIL TYPES	PRESSURE
LOOSE OR SPONGY SOIL	1500 Lb/Sq.Ft.
UNDISTURBED SOIL, CALICHE	2000 Lb/Sq.Ft.
LIMESTONE ROCK	4000 Lb/Sq.Ft.

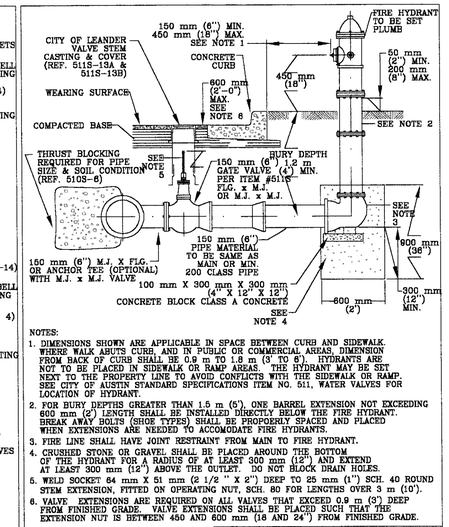
CONCRETE THRUST BLOCKING
STANDARD NO. 510-6
1 OF 2



NOTES:
1. WELD SOCKET 64 mm X 51 mm (2 1/2 '' X 2'') DEEP TO 25 mm (1'') SCH. 40 ROUND STEM EXTENSION, FITTED ON OPERATING NUT, SCH. 80 FOR LENGTHS OVER 3 m (10').
2. STANDARD VALVE CASTING RING C-6 & LID C-7 OR C-5A LID IN UNPAVED AREAS. SEE VALVE CASTING DETAIL ON SHEET C22.
3. NUT AT TOP OF VALVE EXTENSION ROD SHALL BE SQUARE 51 mm (2'') LONG WELDED TO TOP OF ROD.

NOTES (CONT.):
4. VALVE EXTENSIONS ARE REQUIRED ON ALL VALVES THAT EXCEED 0.9 m (3') DEEP FROM FINISHED GRADE. VALVE EXTENSIONS SHALL BE PLACED SUCH THAT THE EXTENSION NUT IS BETWEEN 450 AND 600 mm (18 AND 24") FROM FINISHED GRADE.

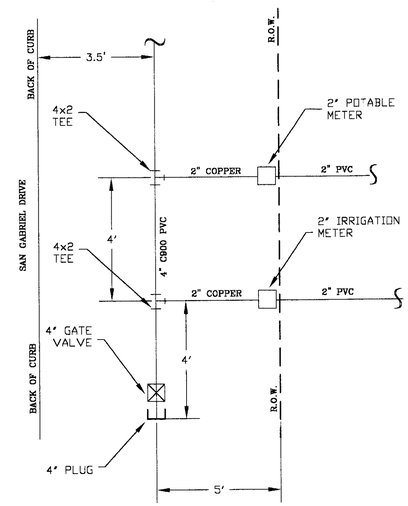
TYPICAL GATE VALVE
100 mm-400 mm (4''-16'')
STANDARD NO. 511S-7



NOTES:
1. DIMENSIONS SHOWN ARE APPLICABLE IN SPACE BETWEEN CURB AND SIDEWALK. WHERE WALK ABUTS CURB, AND IN PUBLIC OR COMMERCIAL AREAS, DIMENSION FROM BACK OF CURB SHALL BE 0.9 m TO 1.8 m (3' TO 6'). HYDRANTS ARE NOT TO BE PLACED IN SIDEWALK OR RAMP AREAS. THE HYDRANT MAY BE SET NEXT TO THE PROPERTY LINE TO AVOID CONFLICTS WITH THE SIDEWALK OR RAMP. SEE CITY OF AUSTIN STANDARD SPECIFICATIONS ITEM NO. 511, WATER VALVES FOR LOCATION OF HYDRANT.
2. FOR BURY DEPTHS GREATER THAN 1.5 m (5'), ONE BARREL EXTENSION NOT EXCEEDING 600 mm (2') LENGTH SHALL BE INSTALLED DIRECTLY BELOW THE FIRE HYDRANT. BREAK AWAY BOLTS (SHOE TYPES) SHALL BE PROPERLY SPACED AND PLACED WHEN EXTENSIONS ARE NEEDED TO ACCOMODATE FIRE HYDRANTS.
3. FIRE LINE SHALL HAVE JOINT RESTRAINT FROM MAIN TO FIRE HYDRANT.
4. CRUSHED STONE OR GRAVEL SHALL BE PLACED AROUND THE BOTTOM OF THE HYDRANT FOR A RADIUS OF AT LEAST 300 mm (12'') AND EXTEND AT LEAST 300 mm (12'') ABOVE THE OUTLET. DO NOT BLOCK DRAIN HOLES.
5. WELD SOCKET 64 mm X 51 mm (2 1/2 '' X 2'') DEEP TO 25 mm (1'') SCH. 40 ROUND STEM EXTENSION, FITTED ON OPERATING NUT, SCH. 80 FOR LENGTHS OVER 3 m (10').
6. VALVE EXTENSIONS ARE REQUIRED ON ALL VALVES THAT EXCEED 0.9 m (3') DEEP FROM FINISHED GRADE. VALVE EXTENSIONS SHALL BE PLACED SUCH THAT THE EXTENSION NUT IS BETWEEN 450 AND 600 mm (18 AND 24") FROM FINISHED GRADE.

STANDARD FIRE HYDRANT INSTALLATION
STANDARD NO. 511S-17

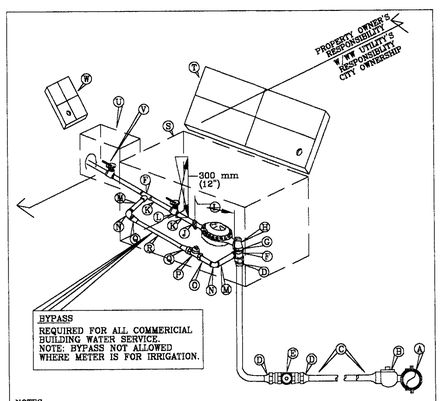
NOTES:
1. SEE DETAIL 520S-13 ON THIS SHEET FOR WATER METER DETAILS.
2. LOCATE EXISTING 12" WATELINE PRIOR TO INSTALLATION TO DETERMINE IF ANY CONFLICT EXISTS WITH PROPOSED WATERLINE LAYOUT. IF CONFLICT IS DISCOVERED, NOTIFY ENGINEER.
3. SEE SHEET C7 FOR CONTINUATION OF WATERLINES.



WATER METER CONNECTION SCHEMATIC
N.T.S.

NOTE:
1. SEE SHEET C14 FOR TRENCH DETAIL.
2. SOME CITY OF AUSTIN DETAILS ARE SHOWN DUE TO FAMILIARITY. ANY REFERENCES TO CITY OF AUSTIN SHOULD BE REPLACED WITH CITY OF LEANDER.
3. SEE SHEET C22 FOR ADDITIONAL WATER DETAILS.

Revisions



NOTES:
1. SERVICE PIPE SHALL BE COPPER TUBE SIZE. IT SHALL BE ANNEALED SEAMLESS TYPE "K" COPPER TUBING MEETING THE CURRENT ASTM B88 STANDARD WITH NO SWEAT OR SOLDERED JOINTS.
2. SERVICE SADDLE SHALL BE WRAPPED COMPLETELY WITH 0.2 mm (8 MIL) POLYETHYLENE FILM.
3. TOP OF BOXES SHOULD BE 25 mm (1") ABOVE GROUND OR FLUSH WITH PAVEMENT SURFACE.
4. PIPING AND TUBING IN STREET RIGHT-OF-WAY SHALL BE BEDDED IN GRANULAR MATERIALS AS REQUIRED BY SECTION 510.3 (14) OF THE CITY OF AUSTING STANDARD SPECIFICATIONS: BACKFILL ABOVE GRANULAR BEDDING AS REQUIRED BY SECTION 510.3 (25).
5. BOX MUST BE BEHIND CURB NOT TO PROPERTY LINE OR EASEMENT AND OUT OF SIDEWALK AND OUT OF VEHICULAR TRAFFIC AREA.
6. IF POLYETHYLENE TUBING IS USED, SEE STANDARD #520-14, P.E. WATER SERVICE CASING DETAIL, COMPRESSION FITTING REQUIRED WITH STEEL PIPE STIFFNER INSERT.

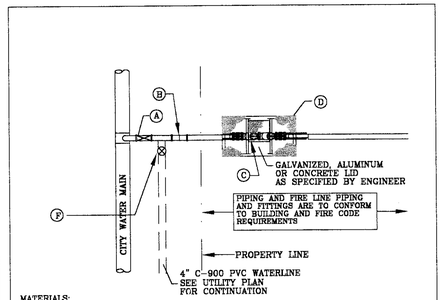
38 mm & 50 mm (1 1/2 " & 2") METER INSTALLATION SHOWING OPTIONAL BYPASS
STANDARD NO. 520S-13
1 OF 2

MATERIALS LIST

	METER SIZE	
	38 mm (1 1/2	50 mm (2")
A. SERVICE CLAMP FOR CONNECTION- REQUIRED ON ALL PLASTIC AND ASBESTOS CEMENT PIPE AND ALL IRON PIPE 300 mm (12") AND SMALLER	38 mm (1 1/2	50 mm (2")
B. CORPORATION STOP - SERVICE PIPE OUTLET	38 mm (1 1/2	50 mm (2")
C. SERVICE PIPE	38 mm (1 1/2	50 mm (2")
D. COUPLING: SERVICE PIPE TO MALE I.P.T. (COMPRESSION FITTING)	38 mm (1 1/2	50 mm (2")
E. BALL VALVE. SEE SPL WW 275.	38 mm (1 1/2	50 mm (2")
F. TEES, BRASS	38 mmX38mmX25mm (1 1/2 "X1 1/2 "X1")	50mmX50mmX25mm (2"x2"x1")
G. CLOSE-NIPPLE, BRASS.	38 mm (1 1/2	50 mm (2")
H. ANGLE METER STOP, FEMALE I.P. THREAD INLET X FLANGE OUTLET	38 mm (1 1/2	50 mm (2")
I. WATER METER LENGTH WITH GASKETS	338 mm (13 1/2")	444 mm (17 3/4 ")
J. FLANGE, BRASS; FEMALE I.P. THREAD	38 mm (1 1/2	50 mm (2")
K. NIPPLES, BRASS	38 mmX200mm (1 1/2 "X8")	50 mmX200 mm (2"X8")
L. CITY'S BALL VALVE. SEE SPL WW 275.	38 mm (1 1/2	50 mm (2")
M. NIPPLES, BRASS	25 mmX125mm (1"X5")	25 mmX125 mm (1"X5")
N. 90 DEGREE ELBOWS, BRASS	25 mm (1")	25 mm (1")
O. NIPPLES, BRASS	25 mmX75mm (1"X3")	25 mmX75 mm (1"X3")
P. CURB STOP, BRASS, FEMALE I.P. THREAD BOTH ENDS WITH LOCK NUTS	25 mm (1")	25 mm (1")
Q. COUPLINGS, BRASS, SERVICE PIPE TO MALE THREAD	25 mm (1")	25 mm (1")
R. SERVICE PIPE	25 mm (1")	25 mm (1")

S. RECTANGULAR METER BOX. SEE COA SPL-WW-145 OR WW-145A
T. METAL LID FOR METER BOX, AUSTIN PIPE & SUPPLY CO. OR APPROVED EQUAL; OR LID FURNISHED WITH APPROVED METER BOX.
U. RECTANGULAR BOX FOR CUSTOMER'S CUT-OFF VALVE (AND PRV WHEN REQUIRED). DFW #D1200 300 mm X 425 mm X 300 mm (12" X 17" X 12")
V. CUSTOMER'S BALL VALVE
W. RETANGULAR PLASTIC BOX LID, DFW #D1200 300 mm X 425 mm X 300 mm (12" X 17" X 12") OR EQUAL

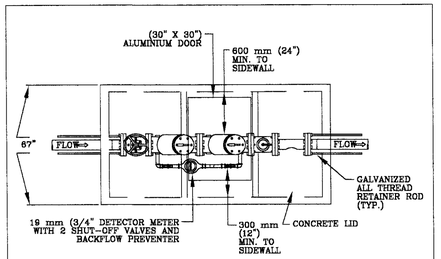
38 mm & 50 mm (1 1/2 " & 2") METER INSTALLATION SHOWING OPTIONAL BYPASS
STANDARD NO. 520S-13
2 OF 2



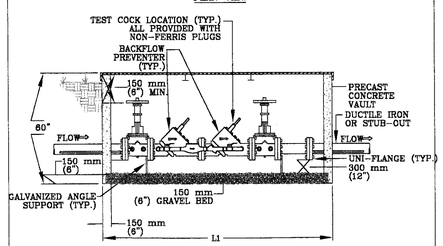
MATERIALS:
A. 6" TAPPING VALVE (GATE, IRON BODY WITH MJ OUTLET)
B. SLEEVE, MJ, REQUIRED OUTSIDE PROPERTY LINE
C. BACKFLOW PREVENTION ASSEMBLY SEE STANDARD 520S-19 C ON SHEET C22.
D. HILL COUNTRY CONCRETE 6798-MV-4 CONCRETE METER VAULT W/O FLOOR, OR APPROVED EQUAL.
E. NOT USED
F. 4" GATE VALVE

NOTES:
1. IRON PIPE AND WATER SERVICE CLAMP IN THE STREET RIGHT-OF-WAY SHALL BE WRAPPED COMPLETELY WITH A MINIMUM OF 0.2 mm (8 MIL) POLYETHYLENE FILM.
2. PIPING AND TUBING IN STREET RIGHT-OF-WAY SHALL BE BEDDED IN GRANULAR MATERIALS AS REQUIRED BY SECTION 510.3 (14) OF THE SPECIFICATIONS: BACKFILL ABOVE GRANULAR BEDDING AS REQUIRED BY SECTION 510.3 (25).

STANDARD FIRE LINE INSTALLATION WITH OR WITHOUT MASTER METER
STANDARD NO. 520S-19A



PLAN VIEW



ELEVATION

STANDARD FIRE LINE INSTALLATION WITHOUT MASTER METER
STANDARD NO. 520S-19C
1 OF 2

NOTES:
1. VAULT SHALL BE HILL COUNTRY CONCRETE 6798-MV-4 CONCRETE METER VAULT W/O FLOOR, OR APPROVED EQUAL.
2. BACKFLOW PREVENTION ASSEMBLIES SHALL BE INSTALLED IN THE UPRIGHT HORIZONTAL POSITION, UNLESS OTHERWISE APPROVED. BACKFLOW PREVENTION ASSEMBLIES SHALL NOT BE ROTATED ON THEIR AXIS.
3. ALL TEST COCKS MUST BE REDIRECTED UPWARD AND PLUGGED.
4. ALL BACKFLOW PREVENTION ASSEMBLIES SHALL HAVE LAB AND FIELD APPROVAL FROM THE UNIVERSITY OF SOUTHERN CALIFORNIA FOUNDATION FOR CROSS CONNECTION CONTROL AND HYDRAULIC RESEARCH.

STANDARD FIRE LINE INSTALLATION WITHOUT MASTER METER
STANDARD NO. 520S-19C
2 OF 2

McKinney ARCHITECTS INC
207 West Eighth Street, Austin, Texas 78701-2303
TEL 512.476.0201 FAX 512.476.0216
www.mckinneyarchitects.com
Est. 1983 Austin, Texas - Member American Institute of Architects

ENGINEERING ACE ENVIRONMENTAL
Associated Consulting Engineers, Inc.
901 S. Mopac Expy, Bldg II #165
Austin, Texas 78746
Phone 512.329.0006
Fax 512.329.0096
Greg Lewis
glewis@aceaustin.com
CIVIL

Torn Green and Company — MEP
3701 Executive Circle Dr., Ste. 258
Austin, Texas 78731
Tel: 512.345.7793 — John Davidson
Fax: 512.345.7201 — johnd@tgce.com

Joster-Quintanilla & Associates — STRUCTURE
1608 West Sixth Street, Ste. 100
Austin, Texas 78703
Tel: 512.474.9094 — John Raff
Fax: 512.474.9179 — jqaustin@airmail.net

WHM Transportation Engineering — TRANSPORTATION
2717 Rio Grande Street
Austin, Texas 78705
Tel: 512.473.8343 — Mike McInturff
Fax: 512.473.8237 — Mcinturff.mike@whmeng.com

Garcia Design, Inc. — LANDSCAPE
7500 Rialto Blvd., Bldg. 1, Suite 240
Austin, Texas 78735
Tel: 512.892.0353 — Roberto C. Garcia
Fax: 512.890.0655 — rgarcia@garciadesigninc.net

Kroll — SECURITY
1025 Main Street
Bastrop, Texas 78602
Tel: 512.321.4421 — Charles LeBlanc
Fax: 512.321.1746 — cleblanc@krollworldwide.com

FD2S — GRAPHICS
500 Chicon
Austin, Texas 78702
Tel: 512.476.7733 — Suzi Poore
Fax: 512.473.2202 — spoore@fd2s.com

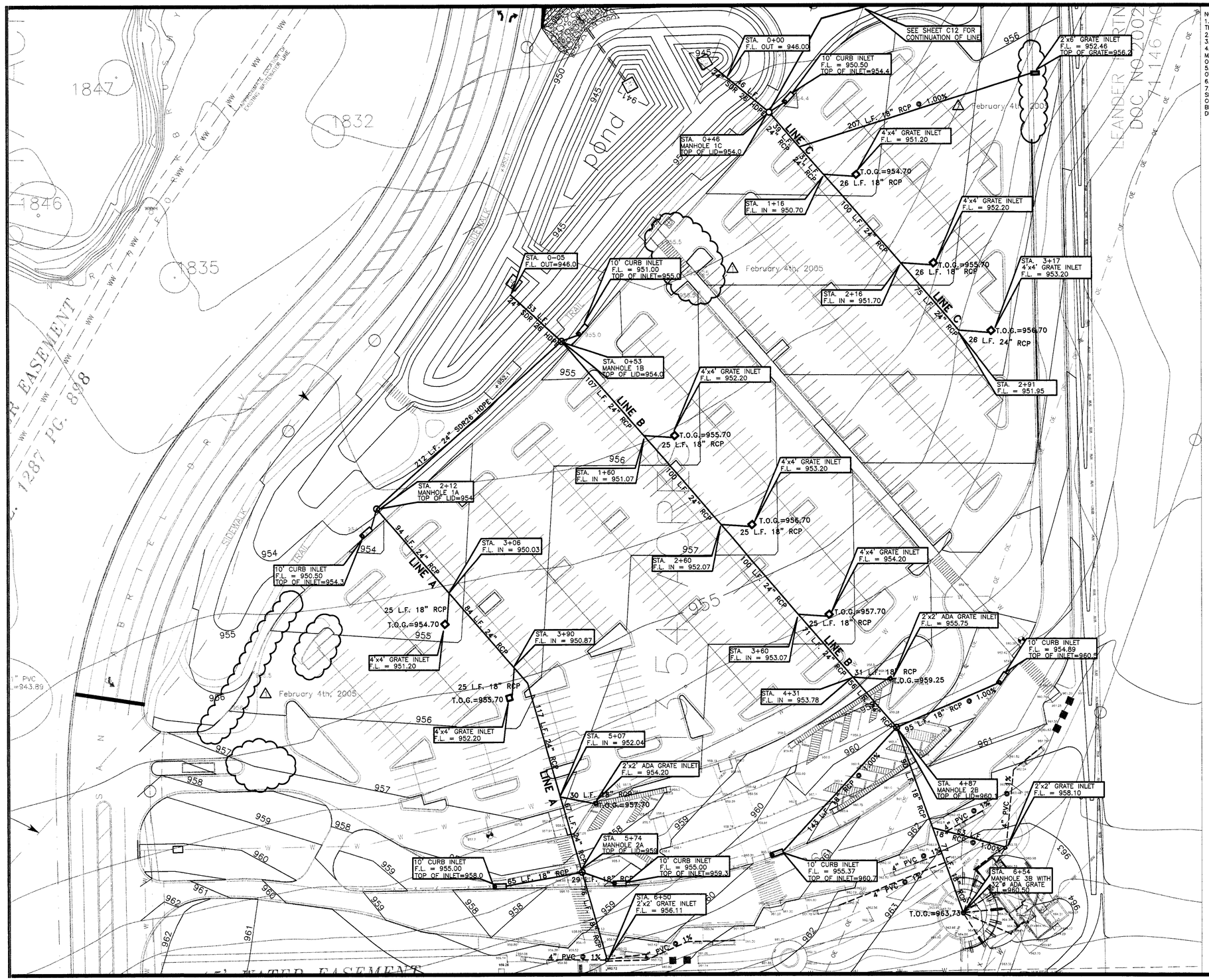
CAPITAL METRO
Capital Metro
Leander Park & Ride
Leander, Texas

Capital Metro — OWNER
2910 East Fifth Street
Austin, Texas 78702
Tel: 512.369.6037 — King Kaul
Fax: 512.369.6080 — king.kaul@capmetro.com

WATER DETAILS

Date: April 2, 2004
Scale: NA
Drawn: TMH

C8



NOTES:
1. ADA GRATES SHALL HAVE A MAXIMUM OPENING SIZE OF 1/2" IN THE DIRECTION OF TRAVEL.
2. TIE 4" PVC LINES TO DOWNSPOUT ON BUS CANOPIES.
3. SEE SHEETS C13 AND C14 FOR INLET DETAILS.
4. MANHOLE 3B SHALL HAVE A 32"ø CAST IRON GRATE IN LIEU OF MANHOLE LID. GRATE SHALL BE ADA COMPLIANT WITH 1/2" MAXIMUM OPENINGS IN ONE DIRECTION.
5. ALL STORMSEWER PIPE PIPE SHALL BE CLASS III RCP UNLESS OTHERWISE SPECIFIED.
6. 4" PVC LINES SHALL BE SCH40.
7. PIPES FROM MANHOLES 1C AND 1B TO POND SHALL BE 24" SDR 26 HDPE PIPE. RUBBER GASKETS SHALL BE USED AT CONNECTION TO MANHOLE AND CONNECTION SHALL BE GROUTED TO BE WATERTIGHT. SEE SHEETS C11 AND C12 FOR ADDITIONAL DETAILS.

LEGEND

- EXISTING GRADE
- PROPOSED GRADE
- PROPOSED RCP STORMSEWER LINE
- PROPOSED MANHOLE
- PROPOSED CURB INLET
- PROPOSED GRATE INLET

STATE OF TEXAS
ADAM W. MEHEVEC
84736
LICENSED PROFESSIONAL ENGINEER
2-4-05

THIS SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY ADAM W. MEHEVEC, P.E. 84736 ON 05/21/2004.

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Revisions
1 February 4th, 2005

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207 West Eighth Street, Austin, Texas 78701-2303
TEL 512.476.0201 FAX 512.476.0216
www.mckinneyarchitects.com
Est. 1983 Austin, Texas – Member American Institute of Architects

ACE ENGINEERING ENVIRONMENTAL
Associated Consulting Engineers, Inc. — CIVIL
901 S. Mopac Expy, Bldg II #165
Austin, Texas 78746
Phone 512.329.0006
Fax 512.329.0096
Greg Lewis
glewis@aceaustin.com

Torn Green and Company — MEP
3701 Executive Circle Dr., Ste. 258
Austin, Texas 78731
Tel: 512.345.7793 — John Davidson
Fax: 512.345.7201 — johnd@tgce.com

Jaster-Quintanilla & Associates — STRUCTURE
1608 West Sixth Street, Ste. 100
Austin, Texas 78703
Tel: 512.474.9094 — John Raff
Fax: 512.474.9179 — jqaustin@airmail.net

WHM Transportation Engineering — TRANSPORTATION
2717 Rio Grande Street
Austin, Texas 78705
Tel: 512.473.8343 — Mike McInturff
Fax: 512.473.8237 — Mcinturff.mike@whmeng.com

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Tel: 512.892.0353 — Roberto C. Garcia
Fax: 512.890.0655 — rgarcia@garciadesigninc.net

Kroll — SECURITY
1025 Main Street
Bastrop, Texas 78602
Tel: 512.321.4421 — Charles LeBlanc
Fax: 512.321.1746 — cleblanc@krollworldwide.com

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500 Chicon
Austin, Texas 78702
Tel: 512.476.7733 — Suzi Poore
Fax: 512.473.2202 — spoore@fd2s.com

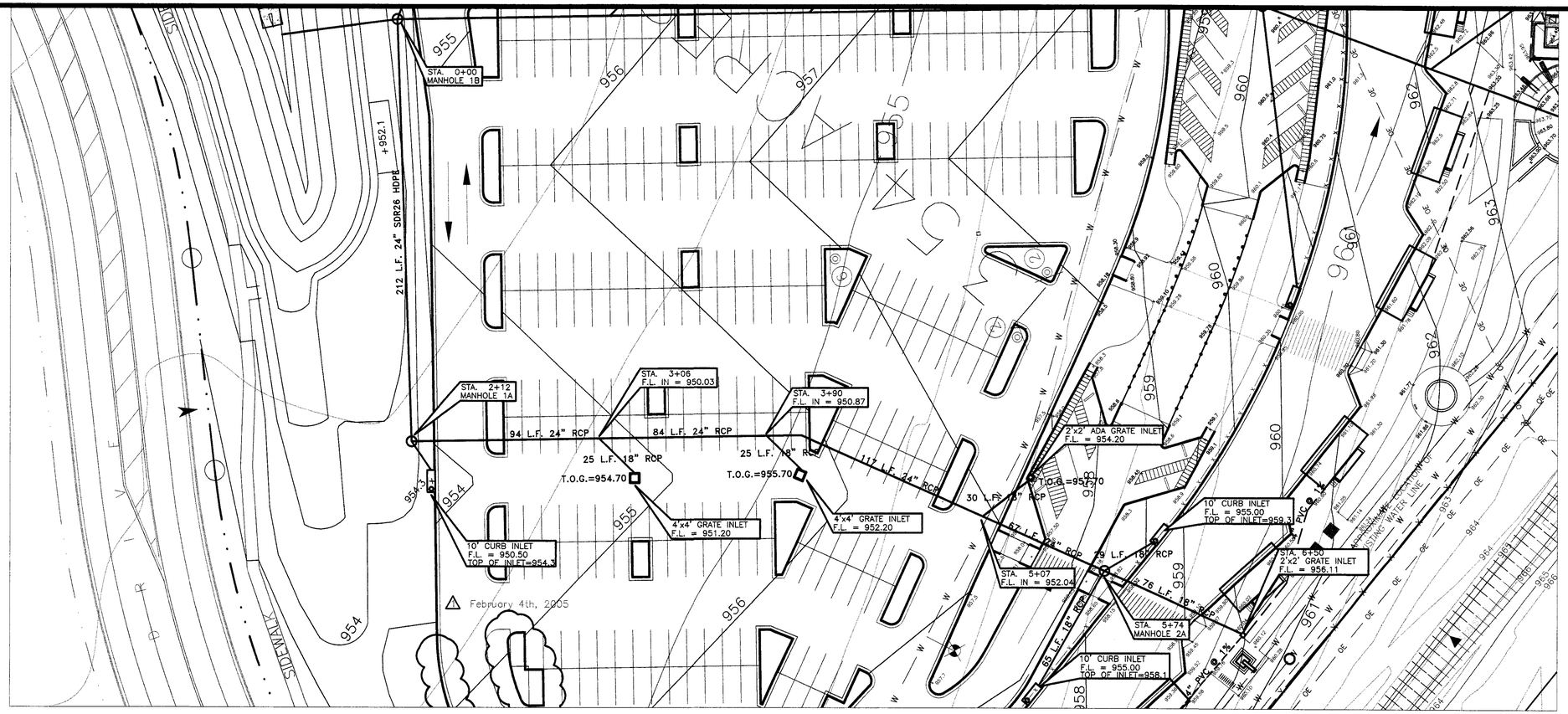
Capital Metro
Leander Park & Ride
Leander, Texas

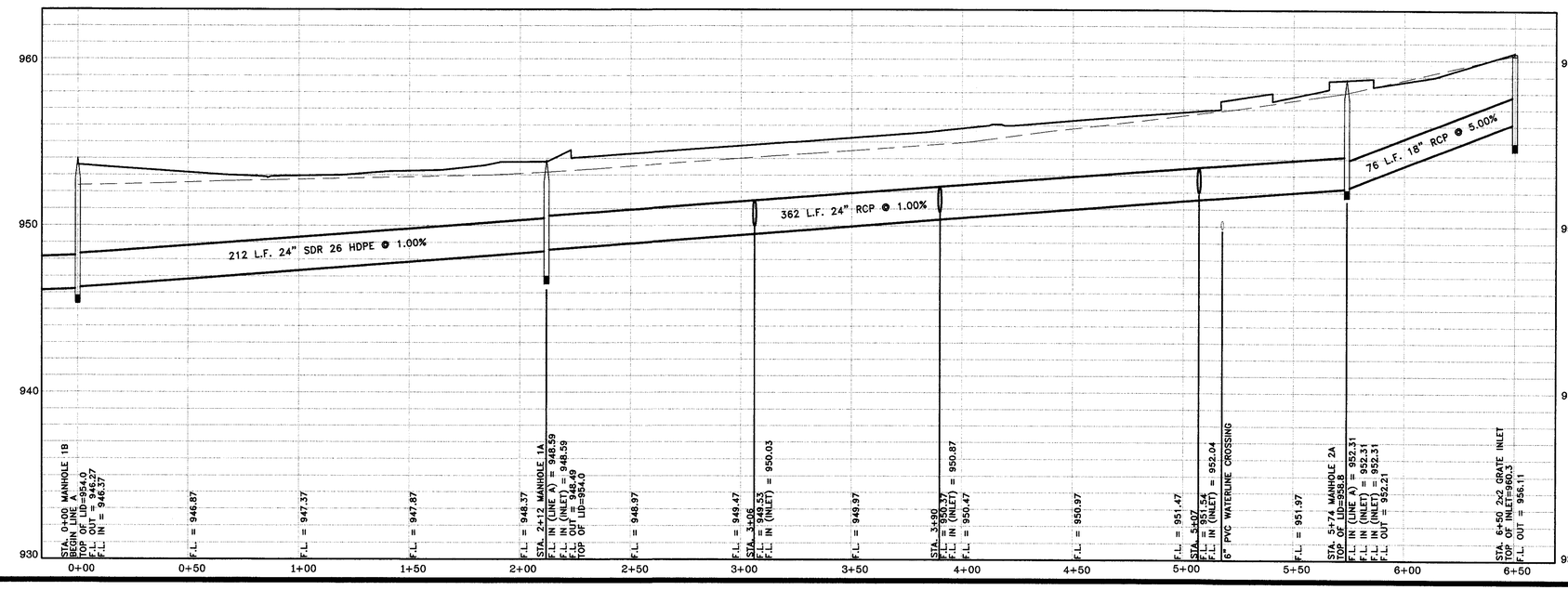
Capital Metro — OWNER
2910 East Fifth Street
Austin, Texas 78702
Tel: 512.369.6037 — King Kaul
Fax: 512.369.6080 — king.kaul@capmetro.com

STORM SEWER PLAN

Date: February 2, 2005
Scale: 1"=40'
Drawn: TMH

C9





LEGEND

- EXISTING GRADE
- PROPOSED GRADE
- PROPOSED RCP STORMSEWER LINE
- PROPOSED MANHOLE
- PROPOSED CURB INLET
- PROPOSED GRATE INLET

NOTES:
1. ADA GRATES SHALL HAVE A MAXIMUM OPENING SIZE OF 1/2" IN THE DIRECTION OF TRAVEL.
2. GRATE FOR MANHOLE 3B SHALL BE CAST IRON 32"ø ADA COMPLIANT GRATE WITH 1/2" MAXIMUM OPENINGS IN ONE DIRECTION.
3. STORM SEWER COVER DEPTH SHALL BE 24" MIN. UNDER NATURAL GROUND AND 36" MIN. UNDER PAVEMENT.
4. CONNECTION BETWEEN 24" HDPE PIPE AND MANHOLES 1A AND 1B SHALL HAVE A FLEXIBLE, RESILIENT AND NON-CORROSIVE BOOT CONNECTOR WHICH COMPLIES WITH ASTM C923. CONTRACTOR SHALL SUBMIT TYPE OF CONNECTOR TO BE USED TO ENGINEER FOR APPROVAL PRIOR TO CONSTRUCTION OF MANHOLE.
5. ALL JOINTS FOR MANHOLES 1A AND 1B BELOW ELEVATION 949.0 SHALL COMPLY WITH ASTM C 443.

STATE OF TEXAS
ADAM W. MEHEVEC
84736
LICENSED PROFESSIONAL ENGINEER
2-4-05

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Revisions
February 4th, 2005

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207 West Eighth Street, Austin, Texas 78701-2303
TEL 512.476.0201 FAX 512.476.0216
www.mckinneyarchitects.com
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ACE ENVIRONMENTAL
Associated Consulting Engineers, Inc.
901 S. Mopac Expy, Bldg II #165
Austin, Texas 78746
Phone 512.329.0006
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Austin, Texas 78731
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2717 Rio Grande Street
Austin, Texas 78705
Tel: 512.473.8343 Mike Mcinturff
Fax: 512.473.8237 Mcinturff.mike@whmeng.com

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Fax: 512.890.0655 rgarcia@garciadesigninc.net

Kroll — SECURITY
1025 Main Street
Bastrop, Texas 78602
Tel: 512.321.4421 Charles LeBlanc
Fax: 512.321.1746 cleblanc@krollworldwide.com

FD2S — GRAPHICS
500 Chicon
Austin, Texas 78702
Tel: 512.476.7733 Suzi Poore
Fax: 512.473.2202 spoore@fd2s.com

CAPITAL METRO

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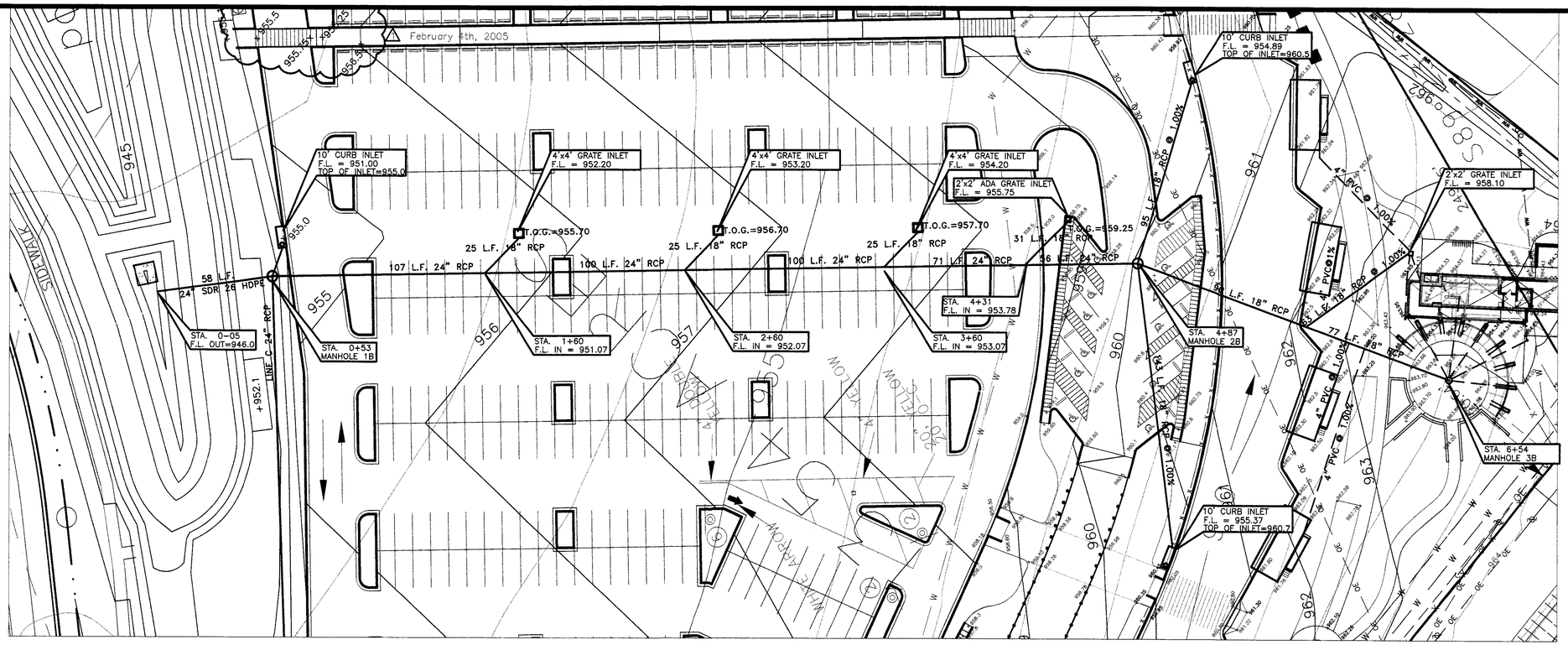
Leander Park & Ride
Leander, Texas

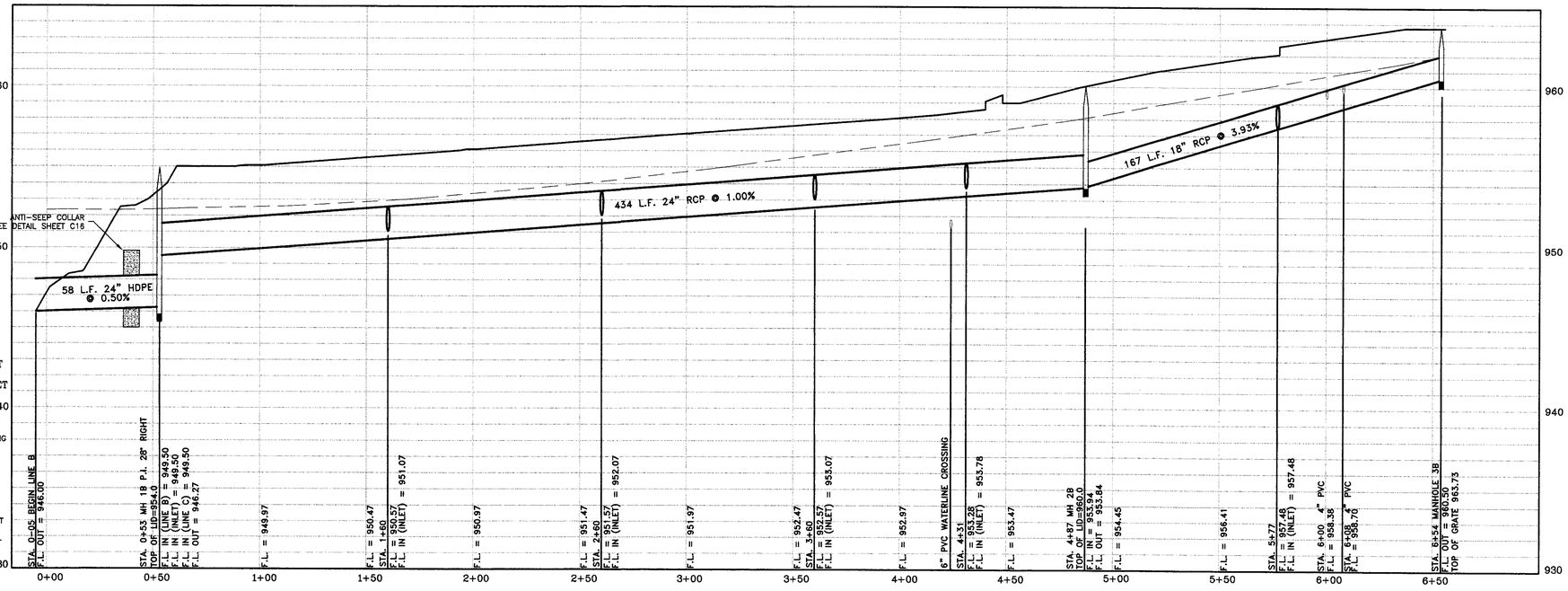
Capital Metro — OWNER
2910 East Fifth Street
Austin, Texas 78702
Tel: 512.369.6037 King Kaul
Fax: 512.369.6080 king.kaul@capmetro.com

STORM SEWER LINE A PLAN & PROFILE

Date: May 17, 2004
Scale: 1"=30'
Drawn: TMH

C10





LEGEND

- EXISTING GRADE
- PROPOSED GRADE
- PROPOSED STORMSEWER LINE
- PROPOSED MANHOLE
- PROPOSED CURB INLET
- PROPOSED GRATE INLET

NOTES:
1. ADA GRATES SHALL HAVE A MAXIMUM OPENING SIZE OF 1/2" IN THE DIRECTION OF TRAVEL.
2. GRATE FOR MANHOLE 3B SHALL BE CAST IRON 32"ø ADA COMPLIANT GRATE WITH 1/2" MAXIMUM OPENINGS IN ONE DIRECTION.
3. STORM SEWER COVER DEPTH SHALL BE 24" MIN. UNDER NATURAL GROUND AND 36" MIN. UNDER PAVEMENT.
4. CONNECTION BETWEEN 24" HDPE PIPE AND MANHOLE 1B SHALL HAVE A FLEXIBLE, RESILIENT AND NON-CORROSIVE BOOT CONNECTOR WHICH COMPLIES WITH ASTM C923. CONTRACTOR SHALL SUBMIT TYPE OF CONNECTOR TO BE USED TO ENGINEER FOR APPROVAL PRIOR TO CONSTRUCTION OF MANHOLE.
5. ALL JOINTS FOR MANHOLE 1B BELOW ELEVATION 949.0 SHALL COMPLY WITH ASTM C 443.

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February 4th, 2005
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ARCHITECTS INC
207 West Eighth Street, Austin, Texas 78701-2303
TEL 512.476.0201 FAX 512.476.0216
www.mckinneyarchitects.com
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STRUCTURE

WHM Transportation Engineering
2717 Rio Grande Street
Austin, Texas 78705
Tel: 512.473.8343 Mike McInturff
Fax: 512.473.8237 Mcinturff.mike@whmeng.com
TRANSPORTATION

Garcia Design, Inc.
7500 Rialto Blvd., Bldg. 1, Suite 240
Austin, Texas 78735
Tel: 512.892.0353 Roberto C. Garcia
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Kroll
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SECURITY

FD2S
500 Chicon
Austin, Texas 78702
Tel: 512.476.7733 Suzi Poore
Fax: 512.473.2202 spoore@fd2s.com
GRAPHICS

CAPITAL METRO

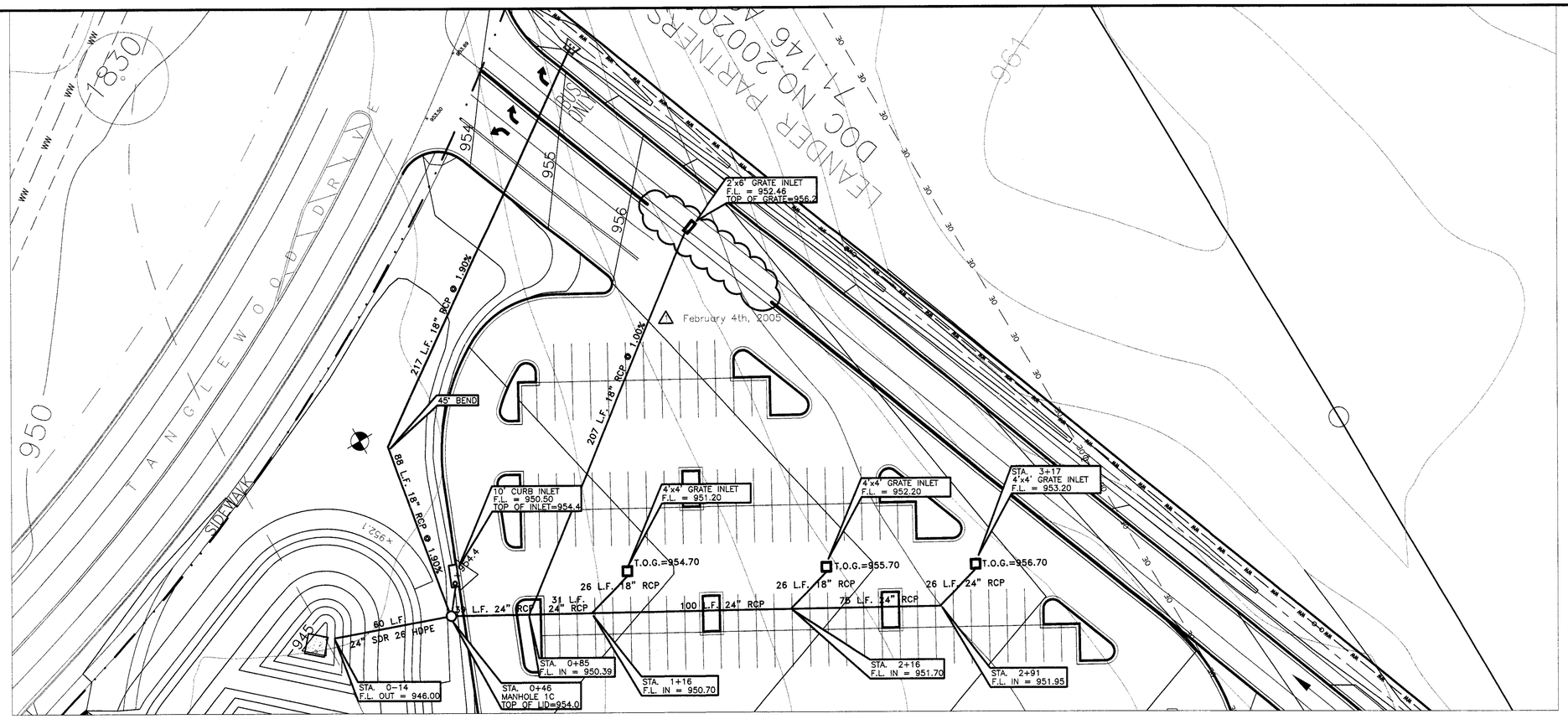
Capital Metro
Leander Park & Ride
Leander, Texas

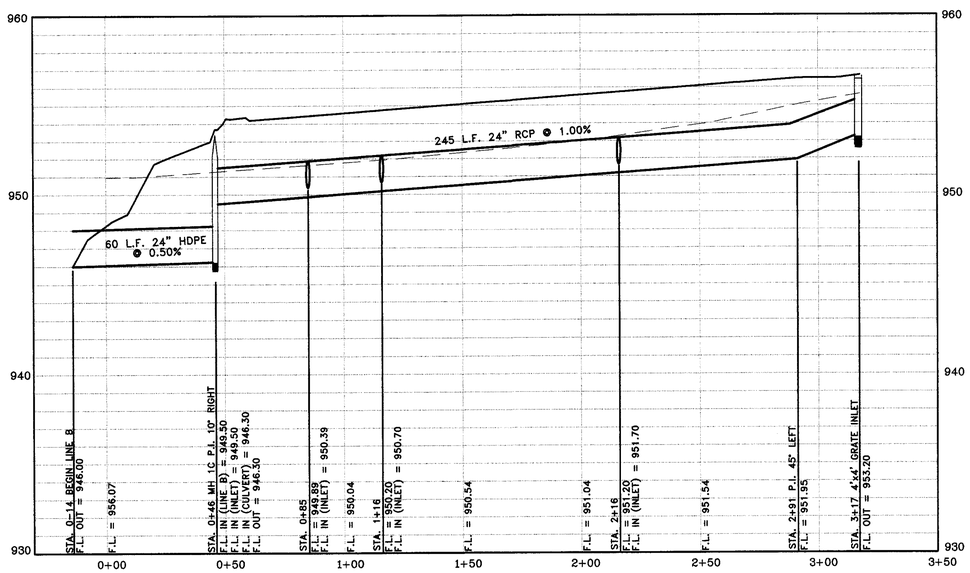
Capital Metro
2910 East Fifth Street
Austin, Texas 78702
Tel: 512.369.6037 King Kaul
Fax: 512.369.6080 king.kaul@capmetro.com
OWNER

STORM SEWER LINE B PLAN & PROFILE

Date: May 17, 2004
Scale: 1"=30'
Drawn: TMH

C11





LEGEND

- EXISTING GRADE
- PROPOSED GRADE
- PROPOSED STORMSEWER LINE
- PROPOSED MANHOLE
- PROPOSED CURB INLET
- PROPOSED GRATE INLET

NOTES:
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Austin, Texas 78735
Tel: 512.892.0353 — Roberto C. Garcia
Fax: 512.890.0655 — rgarcia@garciadesigninc.net

Kroll — SECURITY
1025 Main Street
Bastrop, Texas 78602
Tel: 512.321.4421 — Charles LeBlanc
Fax: 512.321.1746 — cleblanc@krollworldwide.com

FD2S — GRAPHICS
500 Chicon
Austin, Texas 78702
Tel: 512.476.7733 — Suzi Poore
Fax: 512.473.2202 — spoore@fd2s.com

CAPITAL METRO

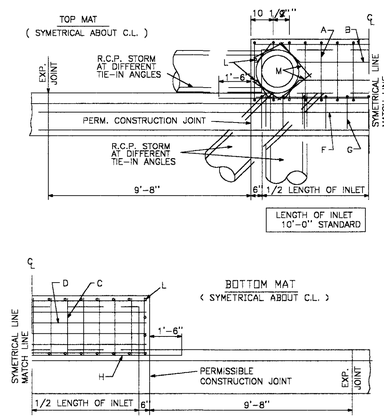
Capital Metro
Leander Park & Ride
Leander, Texas

Capital Metro — OWNER
2910 East Fifth Street
Austin, Texas 78702
Tel: 512.369.6037 — King Kaul
Fax: 512.369.6080 — king.kaul@capmetro.com

STORM SEWER LINE C
PLAN & PROFILE

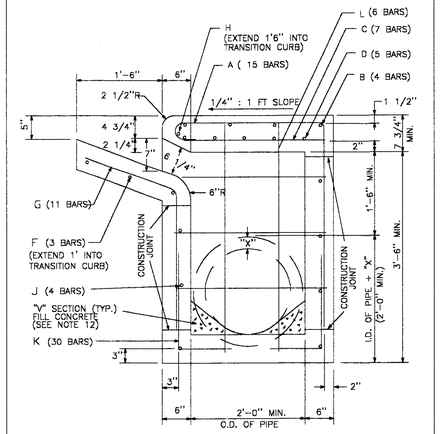
Date: February 2, 2005
Scale: 1"=30'
Drawn: TMH

C12



TYPICAL DETAILS FOR CURB INLET

STANDARD NO. 508-3
1 OF 4



ELEVATION - SECTION

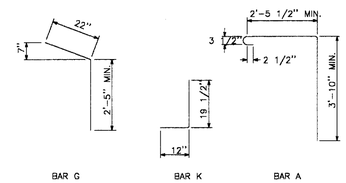
TYPICAL DETAILS FOR CURB INLET

STANDARD NO. 508-3
2 OF 4

TABLE OF QUANTITIES
FOR 18" OUTLET PIPE
REINFORCING STEEL QUANTITIES

BARS	SIZE	SPACING	NUMBER	LENGTH	WEIGHT
A	4	9" *	15	7'-0"	73
B	4	10"	4	10'-8"	29
C	4	18"	7	2'-6"	12
D	6	6"	5	10'-8"	80
E	4	12"	6	2'-6"	10
F	4	10"	3	13'-0"	35
G	4	12"	11	4'-3"	31
H	6	–	1	14'-0"	20
J	4	12"	7	10'-8"	50
K	4	9" *	30	2'-7 1/2"	52
L	4	12" *	6	4'-4"	17
M	4	–	4	1'-8" AVG	4
TOTAL STEEL, LB.					413
TOTAL CONCRETE, C.Y.					4.06

* EXCEPT AS SHOWN ON PLAN



TYPICAL DETAILS FOR CURB INLET

STANDARD NO. 508-3
3 OF 4

INLET GENERAL NOTES:

1. ALL CONCRETE SHALL BE CLASS "A"
2. ALL REINFORCING STEEL SHALL BE GRADE 60
3. DIMENSIONS RELATING TO REINFORCING STEEL ARE TO CENTERS OF BARS.
4. VERTICAL STEEL MAY BE SPLICED (15" MIN. LAP) IN THE LOWER ONE-HALF OF ALL INLET WALLS.
5. IN AREAS OF CONFLICT BETWEEN REIFORCING STEEL, PIPES AND MANHOLE FRAME, THE REINFORCEMENT SHALL BE BENT OR ADJUSTED TO CLEAR AS DIRECTED BY THE ENGINEER.
6. QUANTITIES SHOWN HEREON ARE FOR THE CONTRACTOR'S INFORMATION ONLY. PAYMENT WILL BE MADE FOR EACH INLET OF THE TYPE SPECIFIED, COMPLETE IN PLACE INCLUDING MANHOLE FRAME AND COVER.
7. CHAMFER ALL EXPOSED EDGES 3/4".
8. MANHOLE FRAME AND COVERS SHALL BE FURNISHED WITH THE CAST-ON EYES AND CHAIN AS SHOWN IN THE CAST-ON EYE AND COVER CHAIN DETAILS.
9. THE CONTRACTOR MAY PROPOSE ALTERNATE PROCEDURES FOR THE CONSTRUCTION OF INLETS, INCLUDING PRECAST UNITS. PLANS FOR SUCH PROPOSED ALTERNATES SHALL BE SUBMITTED TO THE ENGINEER FOR REVIEW AND APPROVAL BEFORE CONSTRUCTION.
10. ALL INLET WALLS SHALL BE FORMED EXCEPT WHERE THE NATURE OF THE SURROUNDING MATERIAL IS SUCH THAT IT CAN BE TRIMMED TO A SMOOTH VERTICAL FACE. WHEN INLET WALLS ARE PLACED TO NEAT EXCAVATION LINES THE WALL THICKNESS SHALL NOT EXCEED 10 INCHES.
11. PAYMENT FOR INLET AT THE CONTRACT PRICE SHALL INCLUDE THE TRANSITION CURB.
12. INVERT OF INLET SHALL BE SLOPED 1:20 WITH FILL CONCRETE, SHAPED AS "V" SECTION
13. NO SPLICING OF REINFORCING STEEL SHALL BE PERMITTED UNLESS OTHERWISE NOTED ON THE PLANS OR PERMITTED IN WRITING BY THE ENGINEER.

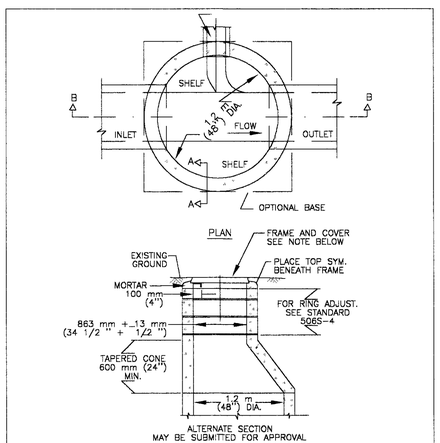
REFERENCES:

FOR EXPANSION JOINT DOWEL AND DOWEL LOCATION DETAILS
SEE STD. 403-3, "CURB EXPANSION JOINT DOWEL DETAIL".

FOR 18" MANHOLE FRAME AND COVER DETAILS
SEE STD. 503S-1, "18" COVER AND FRAME".

TYPICAL DETAILS FOR CURB INLET

STANDARD NO. 508-3
4 OF 4



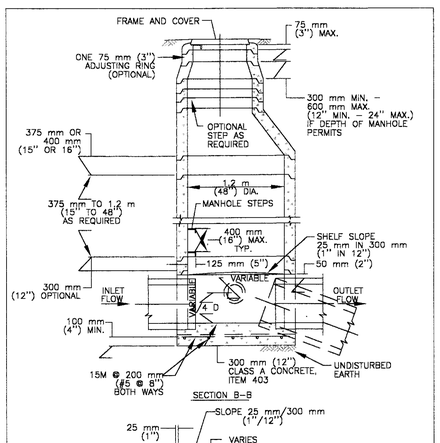
NOTE:
USE 800 mm (32") FRAME AND COVER.

MINIMUM MANHOLE DIA.	MINIMUM PIPE SIZE
1.2 m (4")	450 TO 600 mm (18 TO 24")
1.5 m (5')	750 mm TO 1.1 m (30 TO 42")
1.8 m (6')	1.2 TO 1.4 m (48 TO 54")
2.1 m (7')	1.5 TO 1.7 m (60 TO 66")

SIZE TO BE USED IS DEPENDENT ON DRAIN ANGLES.

PRE-CAST CONCRETE
STORM DRAIN MANHOLE

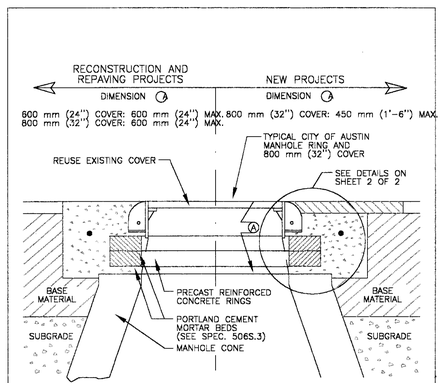
STANDARD NO. 506S-3
1 OF 2



SECTION A-A

PRE-CAST CONCRETE
STORM DRAIN MANHOLE

STANDARD NO. 506S-3
2 OF 2

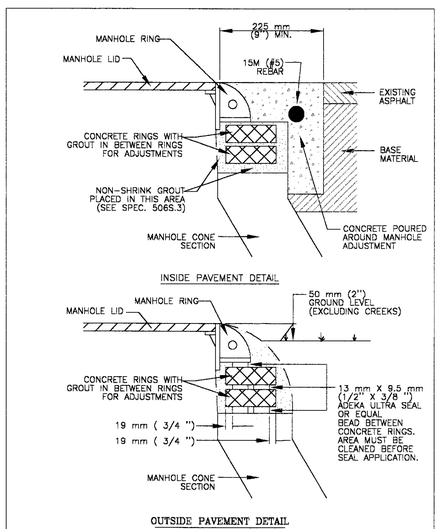


NOTES:

1. MORTAR BEDS SHALL NOT EXCEED 25 mm (1").
2. SUBGRADE AND BASE MATERIALS SHALL BE COMPACTED ACCORDING TO ITEMS 201S AND 210S, RESPECTIVELY, OF THE CITY OF AUSTIN STANDARD SPECIFICATIONS.
3. REFER TO STANDARD 1100S-1 FOR MISCELLANEOUS REPAIRS AROUND MANHOLES.

NEW MANHOLE CONSTRUCTION AND
MINOR MANHOLE ADJUSTMENT

STANDARD NO. 506S-4
1 OF 2



OUTSIDE PAVEMENT DETAIL

NEW MANHOLE CONSTRUCTION AND
MINOR MANHOLE ADJUSTMENT

STANDARD NO. 506S-4
2 OF 2

STATE OF TEXAS
ALBERT W. BENNETT
86783
LICENSED
4-2-04

Revisions	

McKinney
ARCHITECTS INC
207 West Eighth Street, Austin, Texas 78701-2303
TEL 512.476.0201 FAX 512.476.0216
www.mckinneyarchitects.com
Est. 1983 Austin, Texas – Member American Institute of Architects

ENGINEERING ACE ENVIRONMENTAL
Associated Consulting Engineers, Inc.
901 S. Mopac Expy, Bldg II #165
Austin, Texas 78746
Phone 512.329.0006
Fax 512.329.0096
Greg Lewis
glewis@aceaustin.com
CIVIL

Tom Green and Company — MEP
3701 Executive Circle Dr., Ste. 258
Austin, Texas 78731
Tel: 512.345.7793 — John Davidson
Fax: 512.345.7201 — johnd@tgce.com

Jaster-Quintanilla & Associates — STRUCTURE
1608 West Sixth Street, Ste. 100
Austin, Texas 78703
Tel: 512.474.9094 — John Raff
Fax: 512.474.9179 — jqaustin@airmail.net

WHM Transportation Engineering — TRANSPORTATION
2717 Rio Grande Street
Austin, Texas 78705
Tel: 512.473.8343 — Mike McInturff
Fax: 512.473.8237 — McInturff.mike@whmeng.com

Garcia Design, Inc. — LANDSCAPE
7500 Rialto Blvd., Bldg. 1, Suite 240
Austin, Texas 78735
Tel: 512.892.0353 — Roberto C. Garcia
Fax: 512.890.0655 — rgarcia@garciadesigninc.net

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1025 Main Street
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Fax: 512.473.2202 — spoore@fd2s.com

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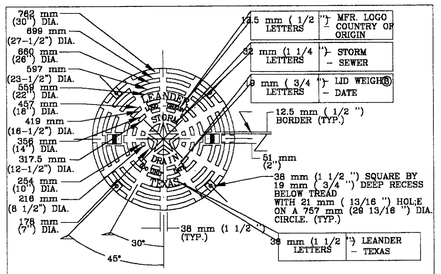
Capital Metro — OWNER
2910 East Fifth Street
Austin, Texas 78702
Tel: 512.369.6037 — King Kaul
Fax: 512.369.6080 — king.kaul@capmetro.com

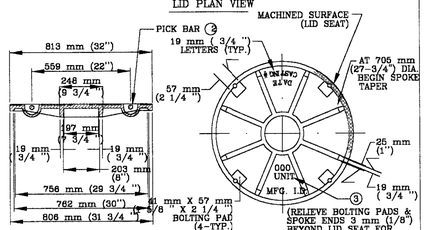
STORM SEWER DETAILS

Date: April 2, 2004
Scale: NA
Drawn: TMH

C13



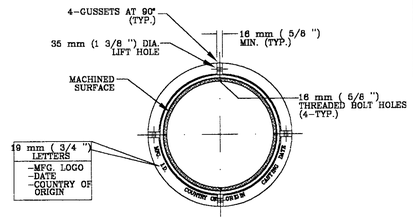
LID PLAN VIEW



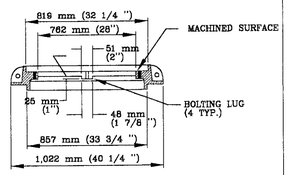
LID SECTION VIEW

LID SECTION VIEW

BOLTED STORM DRAIN MANHOLE RING AND 813 mm (32") COVER	STANDARD NO. 503S-5S 1 OF 3

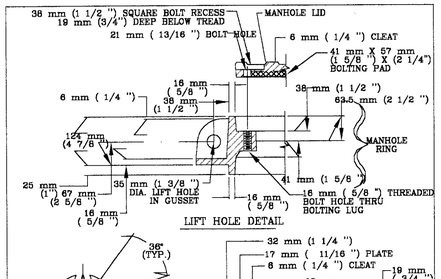


MANHOLE RING



RING SECTION

BOLTED STORM DRAIN MANHOLE RING AND 813 mm (32") COVER	STANDARD NO. 503S-5S 2 OF 3



NOTES:

1. ALL CORNERS AND EDGES SHALL HAVE A 1.5 mm (1/16 ") MINIMUM RADIUS.
2. LIDS SHALL BE CAST WITH TWO 25 mm (1") DIA. STEEL PICK BARS.
3. LID WEIGHTS SHALL BE 935 N (210 LBS.) FOR CAST IRON OR 779 N (175 LBS.) FOR DUCTILE IRON. WEIGHT SHALL BE CAST ON BOTH TOP AND BOTTOM OF LID.
4. MANUFACTURER SHALL PROVIDE INDEPENDENT TESTING LABORATORY REPORT ON 25,000 POUND PROOF LOAD TEST CONDUCTED ACCORDING TO AASHTO M-306.
5. FILLETS SHALL BE 6 mm (1/4 ") RADIUS UNLESS OTHERWISE SPECIFIED.
6. MANUFACTURER SHALL REMOVE EXCESS IRON AND MACHINE FINISH SEATING SURFACES TO NOTED DIMENSIONS.
7. BOLTS SHALL BE 16 mm X 44 mm (5/8 " x 1 3/4 " x 11 N.C.) STAINLESS STEEL HEX HEAD (TYPE 316).

BOLTED STORM DRAIN MANHOLE RING AND 813 mm (32") COVER	STANDARD NO. 503S-5S 3 OF 3

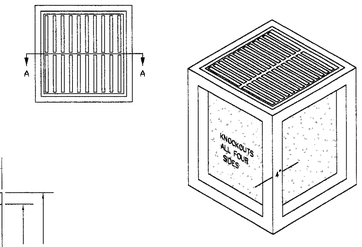
NOTE:
PRECAST INLETS SHALL BE AS MANUFACTURED BY HILL COUNTRY CONCRETE PRODUCTS, INC. OR ENGINEER APPROVED EQUAL.

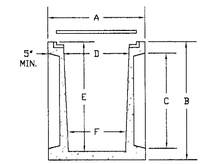
CATCH BASIN

American Made Frames and Grates

H-20 LOAD RATING

4500 psi CONCRETE



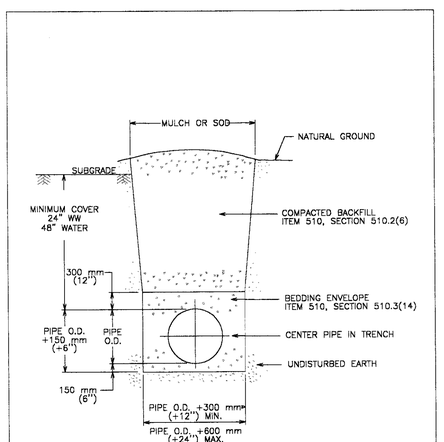


SECTION A-A

SIZE	A	B	C	D	E	F	
24 X 24 X 38	34"	41"	33"	23"	38"	20"	MAXIMUM 18" RCP
36 X 36 X 42	48"	48"	37"	36"	42"	-	
48 X 48 X 66	60"	72"	46"	48"	66"	-	

TYPICAL DROP INLET DETAIL

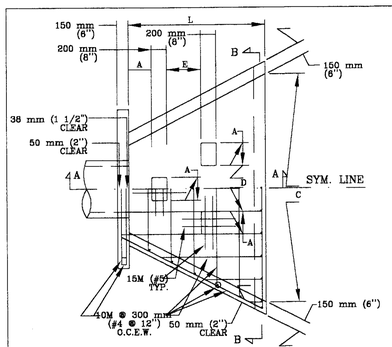
N.T.S.



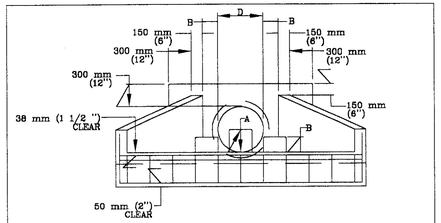
REFERENCES:

1. UTILITY CRITERIA MANUAL SECTION 3.4.3, "FINAL DESIGN"
2. STANDARD SPECIFICATION MANUAL ITEM 510,
   SECTION 510.2(6), "SELECT BACKFILL OR BORROW";
   SECTION 510.3(6), "TRENCH DETAIL AND DEPTH OF COVER";
   SECTION 510.3(14), "PIPE BEDDING ENVELOPE"

TYPICAL TRENCH DETAIL WITH UNFINISHED SURFACE	STANDARD NO. 510S-5 1 OF 1



STANDARD HEADWALL AND ENERGY DISSIPATORS	STANDARD NO. 508S-13 1 OF 2



SECTION B-B

NOTES:

1. CHAMFER ALL EXTERNAL VISIBLE CORNERS.
2. DISSIPATOR BLOCKS REQUIRED ON DISCHARGE HEADWALLS ONLY.

D	457 mm (18")	533 mm (21")	610 mm (24")	685 mm (27")	765 mm (30")	838 mm (33")	914 mm (36")	067 mm (42")	219 mm (48")	372 mm (54")	524 mm (60")	
A	225 mm (9")	250 mm (10")	300 mm (12")	350 mm (14")	375 mm (15")	400 mm (16")	450 mm (18")	525 mm (21")	600 mm (24")	675 mm (27")	750 mm (30")	
B	150 mm (6")	175 mm (7")	200 mm (8")	225 mm (9")	250 mm (10")	275 mm (11")	300 mm (12")	350 mm (14")	400 mm (16")	450 mm (18")	500 mm (20")	
C	2.29 m (90")	2.67 m (105")	3.05 m (120")	3.43 m (135")	3.81 m (150")	4.19 m (165")	4.57 m (180")	5.33 m (210")	6.10 m (240")	6.86 m (270")	7.62 m (300")	
L	1.37 m (54")	1.60 m (63")	1.83 m (72")	2.06 m (81")	2.29 m (90")	2.51 m (99")	2.74 m (108")	3.20 m (126")	3.66 m (144")	4.11 m (162")	4.57 m (180")	
E	300 mm (12")	350 mm (14")	400 mm (16")	450 mm (18")	500 mm (20")	550 mm (22")	600 mm (24")	700 mm (28")	800 mm (32")	900 mm (36")	1000 mm (40")	

DIMENSIONS IN MILLIMETERS, METERS AND (INCHES).

DISCHARGE VELOCITIES GREATER THAN 3 METERS/SECOND (10 fps) REQUIRE ROCK OUTLET PROTECTION.

STANDARD HEADWALL AND ENERGY DISSIPATORS	STANDARD NO. 508S-13 2 OF 2

STATE OF TEXAS
ADAM M. MINNIX
67179
LICENSED
PROFESSIONAL ENGINEER
4-2-04

Revisions	

McKinney
ARCHITECTS INC
207 West Eighth Street, Austin, Texas 78701-2303
TEL 512.476.0201 FAX 512.476.0216
www.mckinneyarchitects.com
Est. 1983 Austin, Texas – Member American Institute of Architects

ENGINEERING ACE ENVIRONMENTAL
Associated Consulting Engineers, Inc.
901 S. Mopac Expy, Bldg II #165
Austin, Texas 78746
Phone 512.329.0006
Fax 512.329.0096
Greg Lewis
glewis@aceaustin.com
CIVIL

Tom Green and Company — MEP
3701 Executive Circle Dr., Ste. 258
Austin, Texas 78731
Tel: 512.345.7793 — John Davidson
Fax: 512.345.7201 — johnd@tgce.com

Jaster-Quintanilla & Associates — STRUCTURE
1608 West Sixth Street, Ste. 100
Austin, Texas 78703
Tel: 512.474.9094 — John Raff
Fax: 512.474.9179 — jqaustin@airmail.net

WHM Transportation Engineering — TRANSPORTATION
2717 Rio Grande Street
Austin, Texas 78705
Tel: 512.473.8343 — Mike McInturff
Fax: 512.473.8237 — Mcinturff.mike@whmeng.com

Garcia Design, Inc. — LANDSCAPE
7500 Rialto Blvd., Bldg. 1, Suite 240
Austin, Texas 78735
Tel: 512.892.0353 — Roberto C. Garcia
Fax: 512.890.0655 — rgarcia@garciadesigninc.net

Kroll — SECURITY
1025 Main Street
Bastrop, Texas 78602
Tel: 512.321.4421 — Charles LeBlanc
Fax: 512.321.1746 — cleblanc@krollworldwide.com

FD2S — GRAPHICS
500 Chicon
Austin, Texas 78702
Tel: 512.476.7733 — Suzi Poore
Fax: 512.473.2202 — spoore@fd2s.com

CAPITAL METRO

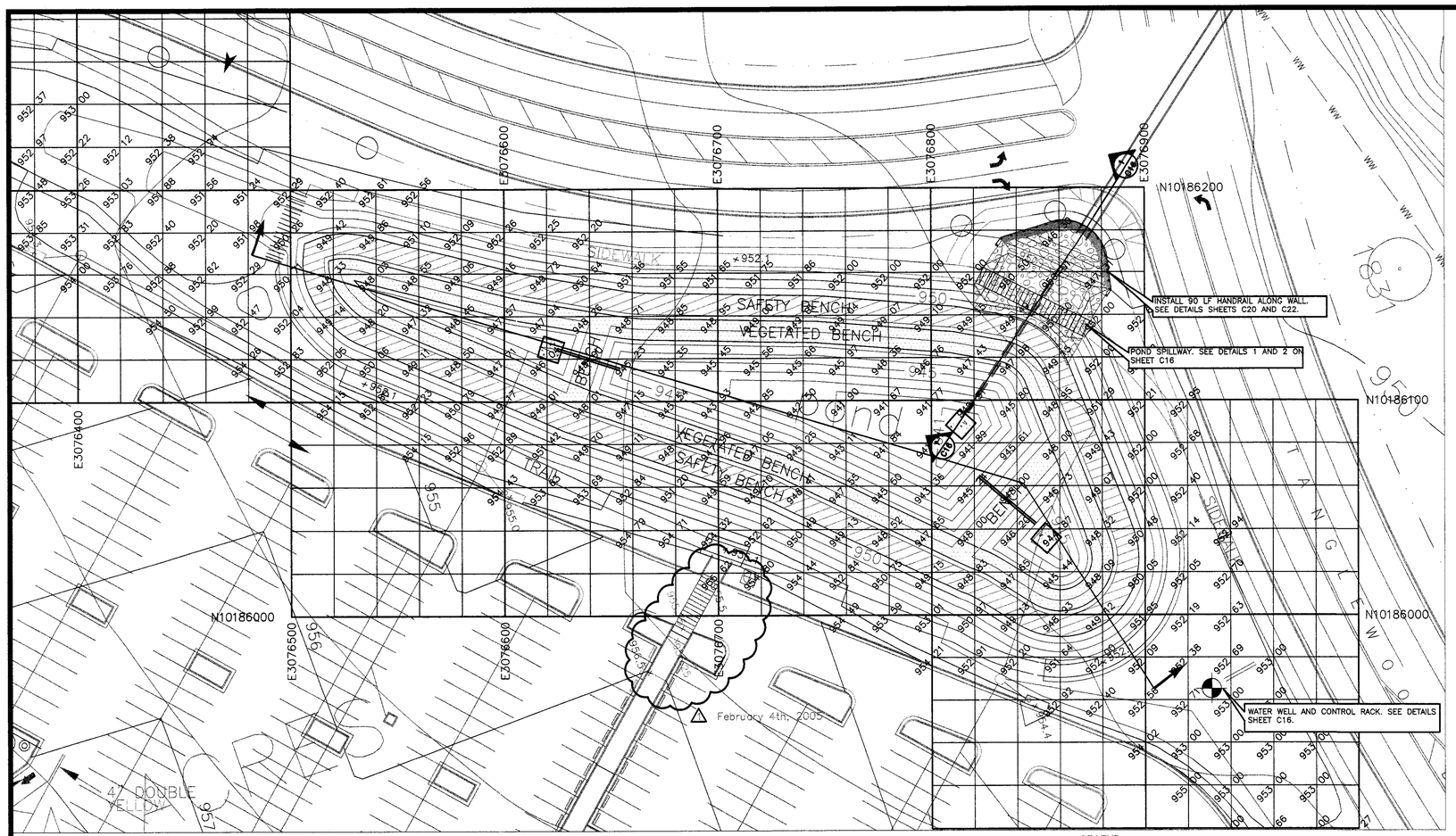
Capital Metro
Leander Park & Ride
Leander, Texas

Capital Metro — OWNER
2910 East Fifth Street
Austin, Texas 78702
Tel: 512.369.6037 — King Kaul
Fax: 512.369.6080 — king.kaul@capmetro.com

STORM SEWER DETAILS

Date: April 2, 2004
Scale: NA
Drawn: TMH

C14

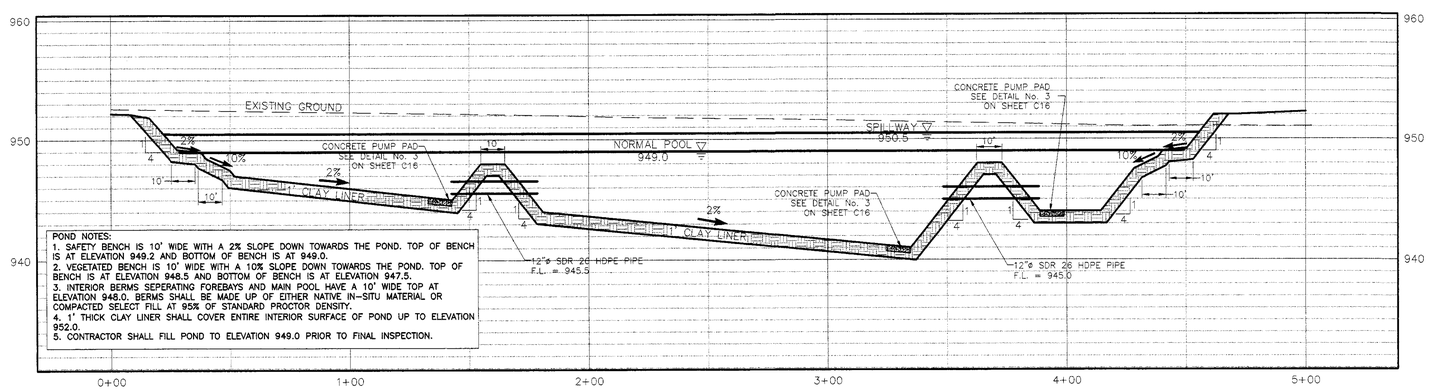


LEGEND

CONCRETE PUMP PAD
SEE DETAIL 3 ON SHEET C16

BRIDGE – SEE STRUCTURAL PLANS FOR DETAILS

MORTARED ROCK SPILLWAY & STILLING BASIN
SEE DETAILS ON SHEET C16.



POND NOTES:
1. SAFETY BENCH IS 10' WIDE WITH A 2% SLOPE DOWN TOWARDS THE POND. TOP OF BENCH IS AT ELEVATION 949.2 AND BOTTOM OF BENCH IS AT 949.0.
2. VEGETATED BENCH IS 10' WIDE WITH A 10% SLOPE DOWN TOWARDS THE POND. TOP OF BENCH IS AT ELEVATION 948.5 AND BOTTOM OF BENCH IS AT ELEVATION 947.5.
3. INTERIOR BERMS SEPERATING FOREBAYS AND MAIN POOL HAVE A 10' WIDE TOP AT ELEVATION 948.0. BERMS SHALL BE MADE UP OF EITHER NATIVE IN-SITU MATERIAL OR COMPACTED SELECT FILL AT 95% OF STANDARD PROCTOR DENSITY.
4. 1' THICK CLAY LINER SHALL COVER ENTIRE INTERIOR SURFACE OF POND UP TO ELEVATION 952.0.
5. CONTRACTOR SHALL FILL POND TO ELEVATION 949.0 PRIOR TO FINAL INSPECTION.

SECTION A

NOTES:
1) CLAY LINER MATERIAL SHALL MEET THE FOLLOWING SPECIFICATIONS:
MATERIAL CLASSIFIED AS CL OR CH ACCORDING TO THE USCS 50% OR MORE OF THE SOIL PARTICLES BY WEIGHT PASS THE #200 SIEVE LIQUID LIMIT GREATER THAN OR EQUAL TO 30 PLASTICITY INDEX GREATER THAN OR EQUAL TO 15.

2) SPOT ELEVATIONS SHOWN REPRESENT TOP OF CLAY LINER.

DISCHARGE CURVE FOR WET POND AND EXTENDED DETENTION POND

Design Storm	Qe (cfs)	Qd (cfs)	Qt (cfs)	ELEV. (ft. MSL)
1 YR	11.61	32.34	8.71	950.30
2 YR	20.05	42.44	20.01	950.62
10 YR	42.42	66.27	51.70	950.98
25 YR	57.00	81.90	72.76	951.12
100 YR	77.68	103.42	96.20	951.27

Qe = Existing Flow
Qd = Developed Flow
Qt = Discharge from Pond

See HEC-HMS Calculations for Details of Above Values

Bottom Outlet and Overflow Spillway

ELEV=WSEL in Pond
D = Depth in Pond
Lo = Length of Bottom Outlet
Ao = Area of Bottom Outlet
R = Hydraulic Radius of Outlet
Cw = Spillway Weir Coef.

Vol. = Volume of Pond Above 949.0 (acre-ft)
Ws = Width of Spillway
Qo = Flow of Bottom Outlet
Qs = Flow of Spillway
Qt = Total Flow

Bottom Outlet = 2-12" HDPE PIPES

ELEV.	D	Lo	Ao	R	Cw	Ws	Qo	Qs	Qt	VOL
948.0	8.0	75	1.57	1.0			0.0	0.0	0.0	0.0
949.0	9.0	75	1.57	1.0			0.0	0.0	0.0	0.0
950.0	10.0	75	1.57	1.0			7.43	0.0	38.0	0.82
950.5	10.5	75	1.57	1.0	3.1	40	9.11	0.0	39.5	1.26
951	11.0	75	1.57	1.0	3.1	40	10.51	42.76	53.27	1.73
952.0	12.0	75	1.57	1.0	3.1	40	12.88	339.43	352.31	2.75

Qo for Extended Detention (Bottom Outlet)
Replace Orifice Equation per Wet Pond Criteria
$Q = A((2gh)/(1 + ke + kb + kf))^{.5}$
Where:
$kf = (29L(n^2))/R^{1.33}$
$n = 0.012$
$ke = 0.40$
$kb = 0.35$

WET POND SIZING CALCULATIONS (COA METHOD)

SECTION 1.6.6(A)(1)(a) COA DCM
VOLUME=0.162*Rf*DA
Where:
Rf = ANNUAL RUN-OFF COEFFICIENT
= 0.33 (50% IMP. COVER)
DA = DRAINAGE AREA = 16.49 ACRES

REQUIRED VOLUME=0.88 ACRE-FEET

WET POND SIZING CALCULATIONS (TCEQ METHOD)

BACKGROUND LOAD:

L=P(Au*.54+Ad*Rv*38.4)

WHERE: P = ANNUAL PRECIPITATION = 32 INCHES
Au = UNDEVELOPED AREA = 16.49 ACRES
Ad = DEVELOPED AREA = 0 ACRES
Rv = RUN-OFF COEFFICIENT = 0.0

L=32(16.49*.54+0.0*0.0*38.4)
L= 284.95 lb/yr

POST DEVELOPMENT LOAD:

L=A*P*Rv*38.4

WHERE: P = ANNUAL PRECIPITATION = 32 INCHES
Au = AREA = 16.49 ACRES
Rv = RUN-OFF COEFFICIENT = 0.33

L=16.49*32*0.33*38.4
L=6686.76 lb/yr

REQUIRED REMOVAL:

REDUCTION = 0.8(POST DEVELOPMENT LOAD-BACKGROUND)
= 0.8(6686.76 – 284.95)
= 5121.45 lb/yr

REQUIRED VOLUME:

Lr=Li*F*FRACTION TREATED*TSS REMOVAL EFFICIENCY

WHERE: Lr = REMOVAL LOAD = 5121.45
Li = POST DEVELOPMENT LOAD = 6686.76
TSS(eff) = 0.93 FOR WET PONDS
F=FRACTION OF LOAD THAT MUST BE CAPTURED

F = 0.82

USING TCEQ TGM TABLE 3-8: RUN-OFF DEPTH=0.42

WATER QUALITY VOLUME=0.42*AREA
=25,140.7 CF=PERMANENT POOL VOLUME

CAPTURE VOLUME = 1.2(WQ VOLUME+PERMANENT POOL VOLUME)
= 60,337.7 CF
= 1.39 ACRE-FEET

PROPOSED WET POND VOLUMES

MAIN POOL ELEV.	MAIN POOL VOLUME (AC-FT)	FOREBAY ELEV.	FOREBAY VOLUME (AC-FT)
941.0	0.003		
942.0	0.023		
943.0	0.059		
944.0	0.095	944.0	0.000
945.0	0.132	945.0	0.005
946.0	0.171	946.0	0.015
947.0	0.213	947.0	0.036
948.0	0.271	948.0	0.080
949.0	0.345	949.0	0.151
TOTAL	**1.314**	**TOTAL**	**0.287**

TOTAL WET POND VOLUME = 1.601 AC-FT
MINIMUM DESIGN REQUIREMENT = 0.88 AC-FT (COA METHOD)
MINIMUM DESIGN REQUIREMENT = 1.39 AC-FT (TCEQ METHOD)
PERCENTAGE OF FOREBAY VOLUME TO TOTAL VOLUME =
.287 AF/ 1.601 AF = 17.9%

STATE OF TEXAS
ADAM W. MEHEVEC
84736
LICENSED PROFESSIONAL ENGINEER
5-24-05

THIS SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY ADAM W. MEHEVEC, P.E. 84736 ON 05/21/2004.

SCALE IN FEET
0 30 60

1 February 4th, 2005
Revisions

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207 West Eighth Street, Austin, Texas 78701-2303
TEL 512.476.0201 FAX 512.476.0216
www.mckinneyarchitects.com
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Fax: 512.474.9179 — jqaustin@airmail.net

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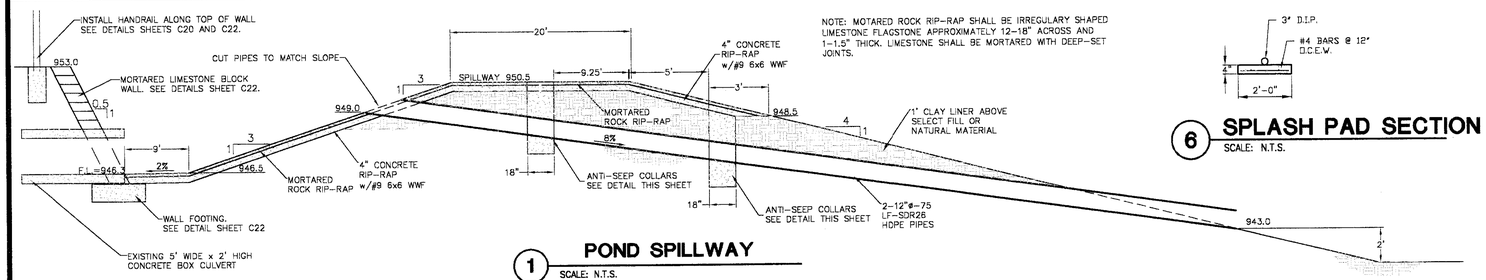
Tel: 512.369.6037 — King Kaul
Fax: 512.369.6080 — king.kaul@capmetro.com

POND PLAN AND PROFILE

Date: February 2, 2005
Scale: 1"=30
Drawn: TMH

C15



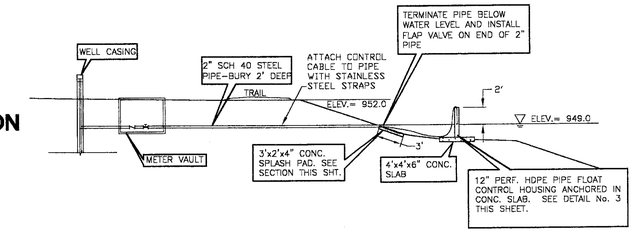
NOTE: MOTARED ROCK RIP-RAP SHALL BE IRREGULARY SHAPED LIMESTONE FLAGSTONE APPROXIMATELY 12-18" ACROSS AND 1-1.5" THICK. LIMESTONE SHALL BE MORTARED WITH DEEP-SET JOINTS.

1 POND SPILLWAY

SCALE: N.T.S.

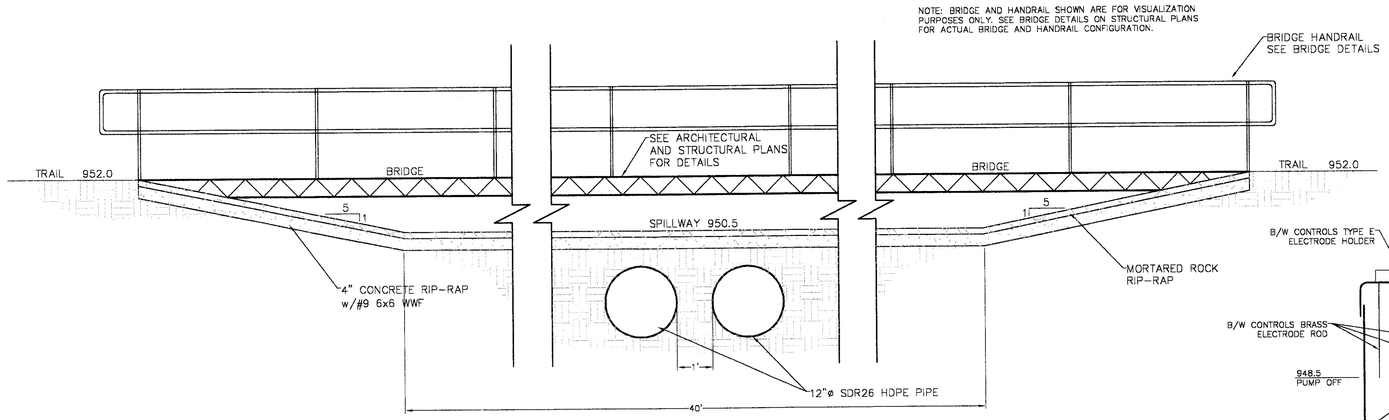
6 SPLASH PAD SECTION

SCALE: N.T.S.



5 SCHEMATIC OF MAKE-UP WATER SYSTEM

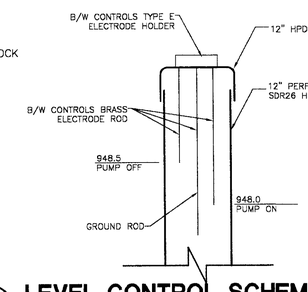
SCALE: N.T.S.



2 SECTION THRU POND SPILLWAY

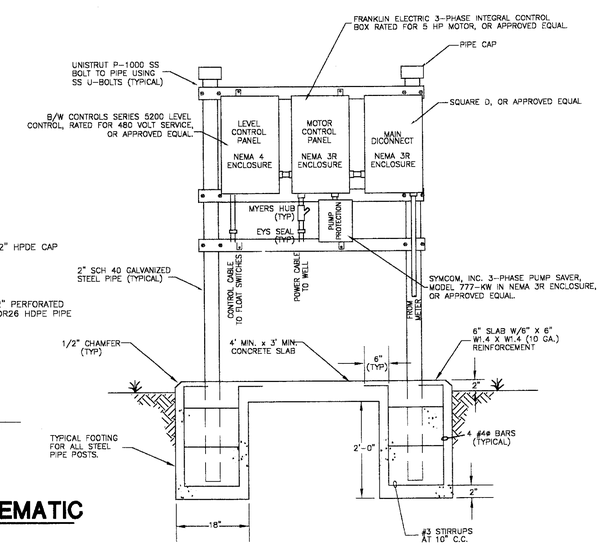
SCALE: N.T.S.

NOTE: MOTARED ROCK RIP-RAP SHALL BE IRREGULARY SHAPED LIMESTONE APPROXIMATELY 12" IN DIAMETER AND 1.5" THICK. LIMESTONE SHALL BE MORTARED WITH DEEP-SET JOINTS.



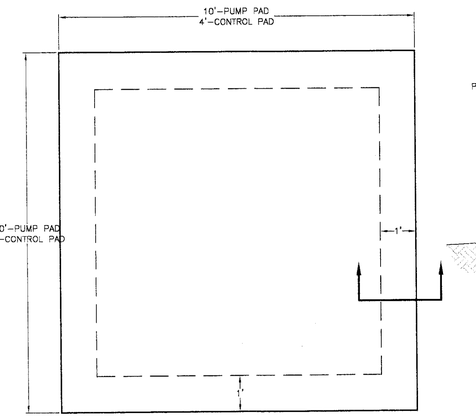
9 LEVEL CONTROL SCHEMATIC

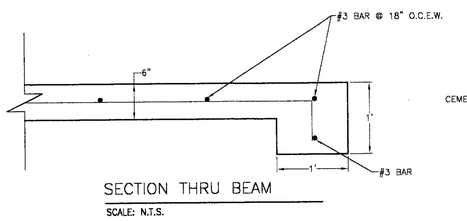
SCALE: SCALE



7 ELECTRIC RACK DETAIL

SCALE: N.T.S.



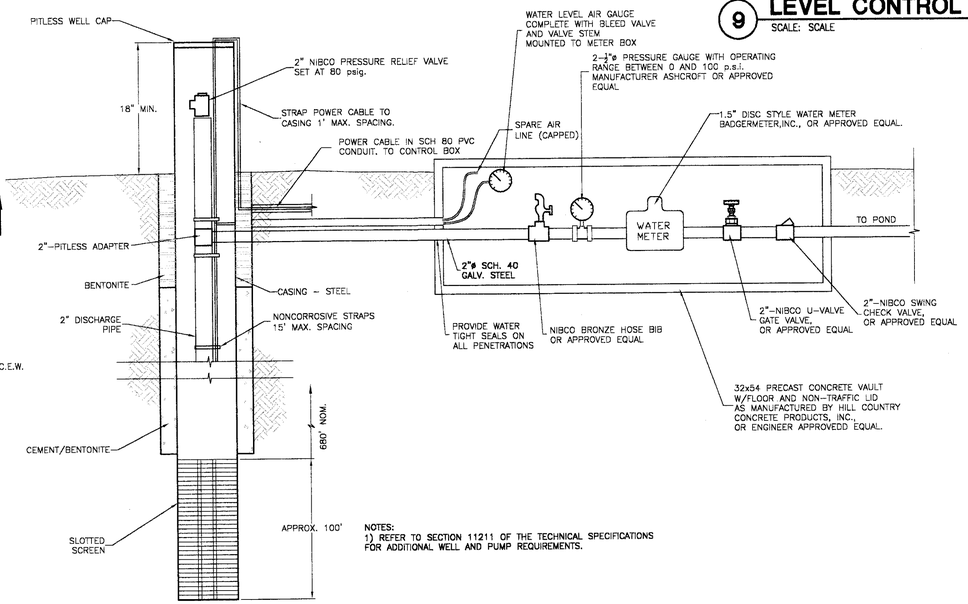


SECTION THRU BEAM

SCALE: N.T.S.

3 TYPICAL CONCRETE PUMP PAD AND CONTROL HOUSING PAD

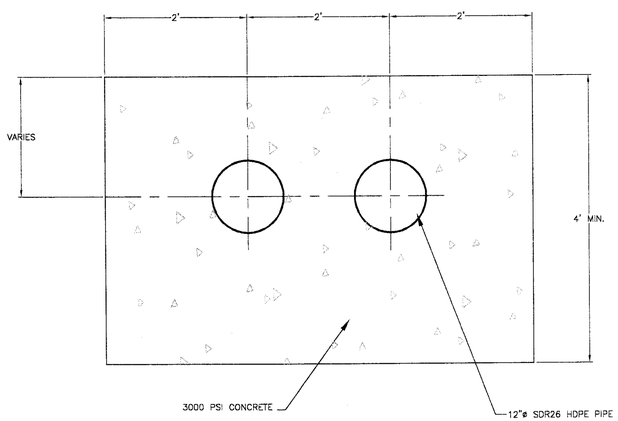
SCALE: N.T.S.



NOTES:
1) REFER TO SECTION 11211 OF THE TECHNICAL SPECIFICATIONS FOR ADDITIONAL WELL AND PUMP REQUIREMENTS.

4 WELL DETAIL

SCALE: N.T.S.



8 ANTI-SEEP COLLAR

SCALE: N.T.S.

STATE OF TEXAS
ADAM W. MEHRING
67733
LICENSED
PROFESSIONAL ENGINEER
5-17-04

Revisions

McKinney ARCHITECTS INC
207 West Eighth Street, Austin, Texas 78701-2303
TEL 512.476.0201 FAX 512.476.0216
www.mckinneyarchitects.com
Est. 1983 Austin, Texas – Member American Institute of Architects

ENGINEERING ACE ENVIRONMENTAL
Associated Consulting Engineers, Inc.
901 S. Mopac Expy, Bldg II #165
Austin, Texas 78746
Phone 512.329.0006
Fax 512.329.0096
CIVIL
Greg Lewis
glewis@aceaustin.com

Torn Green and Company — MEP
3701 Executive Circle Dr., Ste. 258
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Austin, Texas 78705
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Fax: 512.473.8237 — mcinturff.mike@whmeng.com

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Fax: 512.890.0655 — rgarcia@garciadesigninc.net

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Fax: 512.321.1746 — cleblanc@krollworldwide.com

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500 Chicon
Austin, Texas 78702
Tel: 512.476.7733 — Suzi Poore
Fax: 512.473.2202 — spoore@fd2s.com

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Leander, Texas

Capital Metro — OWNER
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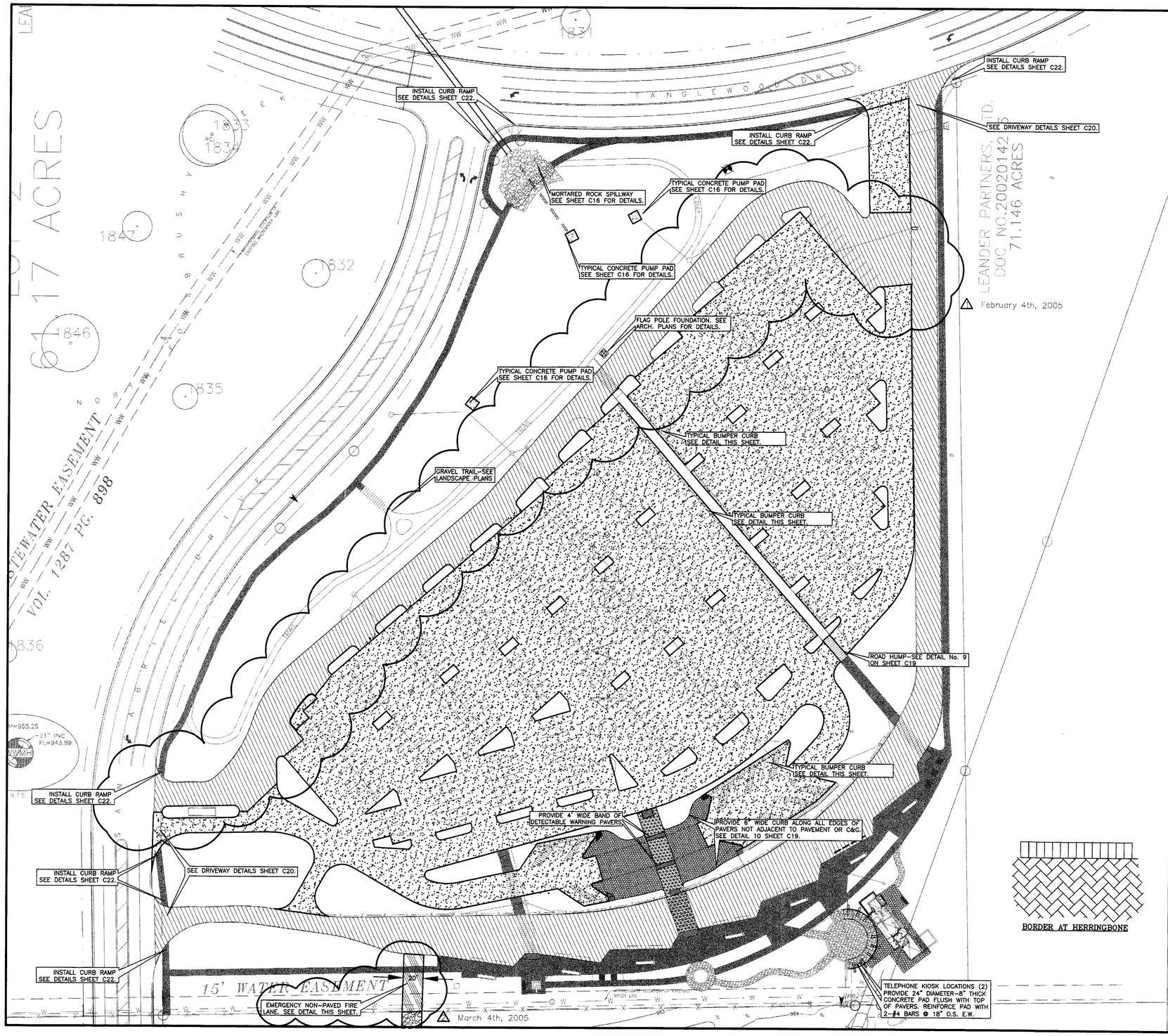
Austin, Texas 78702
Tel: 512.369.6037 — King Kaul
Fax: 512.369.6080 — king.kaul@capmetro.com

POND DETAILS

Date: May 17, 2004
Scale: NA
Drawn: TMH

C16

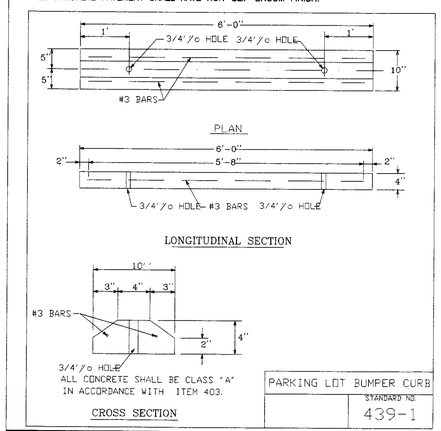


BORDER AT HERRINGBONE

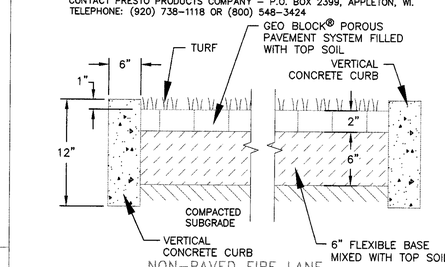
LEGEND

- 6" CONCRETE PAVEMENT SEE DETAIL No. 2 ON SHEET C19
- 10" CONCRETE PAVEMENT SEE DETAIL No. 1 ON SHEET C19.
- PAVESTONE-HOLLAND STONE PAVERS IN 45° HERRINGBONE PATTERN-COLOR ANTIQUE TERRACOTTA. USE BORDER SHOWN IN ALL AREAS EXCEPT KISS AND RIDE.
- CURB RAMP-SEE DETAILS SHEET C22. PAVERS FOR RAMP ARE PAVESTONE-DETECTABLE WARNING PAVERS COLOR-CHARCOAL.
- PAVESTONE-HOLLAND STONE PAVERS IN 45° HERRINGBONE PATTERN-COLOR ANTIQUE TERRACOTTA. PLACE SINGLE COURSE COLOR BANDS OF CHARCOAL COLOR AT 5' SPACINGS ACROSS DRIVE AISLE OF KISS AND RIDE.
- PAVESTONE-PLAZA STONE III PAVERS COLOR ANTIQUE TERRACOTTA.
- 4" CONCRETE SIDEWALK/WALKWAY. CONCRETE TO BE INTEGRALLY DYED WITH DAVIS COLORS-OUTBACK MIX-READY CONCRETE DYE. COLOR TO BE ADDED AT MANUFACTURERS RECOMMENDED RATES. SEE SHEET C-18 FOR SIDEWALK DETAILS.

NOTES:
1. EXTEND JOINTS THROUGH CURB. PLACE ADDITIONAL CONTROL JOINTS IN CURB TO PROVIDE 6' MAX. SPACING.
2. EXPANSION JOINTS IN TRAFFIC AREAS TO BE PLACED AT 75' MAX. SPACINGS.
3. CONTROL JOINTS IN TRAFFIC AREAS TO BE PLACED AT 12' TYPICAL SPACINGS.
4. SEE SHEET C19 FOR JOINT DETAILS.
5. PLACE CONTROL JOINTS IN SIDEWALKS AT 6' MAX SPACING.
6. PLACE EXPANSION JOINTS IN SIDEWALKS AT INTERSECTION WITH OTHER PAVEMENT AND STRUCTURES OR AT 60' MAX. SPACING.
7. SEE SHEET C18 FOR EXPANSION AND CONTROL JOINT LAYOUT.
8. INSTALL 6" WIDE CONCRETE EDGING AROUND PERIMETER OF KISS AND RIDE PAVER AREA. SEE DETAIL 10 ON SHEET C19.
9. SEE SHEETS C19 AND C22 FOR PAVER INSTALLATION DETAILS.
10. SEE SHEET C22 FOR CURB RAMP DETAILS.
11. SEE LANDSCAPE PLANS FOR LOCATIONS OF TREE GRATES. COORDINATE JOINTS IN THESE AREAS TO ACCOMMODATE GRATES.
12. CONTRACTOR MUST SUBMIT METHODOLOGY, EQUIPMENT, AND SCHEDULE FOR CONCRETE PLACEMENT TO ENGINEER FOR APPROVAL, PRIOR TO BEGINNING CONSTRUCTION.
13. CONTRACTOR SHALL PLACE A 150' LONG LANE OF PAVEMENT AT THE CHOSEN SCREED WIDTH USING THE PROPOSED METHODS AND EQUIPMENT. OWNER SHALL INSPECT PLACED SECTION AND GIVE APPROVAL PRIOR TO THE PLACEMENT OF ANY ADDITIONAL PAVEMENT.
14. CONTRACTOR SHALL BE ULTIMATELY RESPONSIBLE FOR PAVEMENT LAYOUT, LINES, AND ELEVATIONS OF THE FINISHED CONCRETE PAVEMENT.
15. LAYOUT TO BE VERIFIED BY A REGISTERED LAND SURVEYOR PRIOR TO PLACEMENT.
16. IF CONTRACTOR CHOOSES TO UTILIZE FIXED FORMS FOR THE PLACEMENT OF THE CONCRETE PAVEMNT, ONLY 6" AND 10" STEEL FORMS ARE ACCEPTABLE. CONTRACTOR SHALL ALSO PROVIDE SCREED OF ADEQUATE SIZE FOR FORM WIDTH UTILIZED.
17. ALL CONCRETE PAVEMENT SHALL HAVE NON-SLIP BROOM FINISH.



NOTE: 1. CONFORM TO MANUFACTURER'S SPECIFICATION AND CONSTRUCTION METHODS. CONTACT PRESTO PRODUCTS COMPANY – P.O. BOX 2399, APPLETON, WI. TELEPHONE: (920) 738-1118 OR (800) 548-3424



NON-PAVED FIRE LANE
N.T.S.

STATE OF TEXAS
ADAM W. MEHEVEC
84736
LICENSED
PROFESSIONAL ENGINEER
3-4-05

THIS SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY ADAM W. MEHEVEC, P.E. 84736 ON 03/04/2005.

SCALE IN FEET
0 25 50 100

Revisions
- March 4th, 2005
- February 4th, 2005

McKinney ARCHITECTS INC
207 West Eighth Street, Austin, Texas 78701-2303
TEL 512.476.0201 FAX 512.476.0216
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Austin, Texas 78731
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Austin, Texas 78703
Tel: 512.474.9094 John Raff
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CAPITAL METRO

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Capital Metro — OWNER
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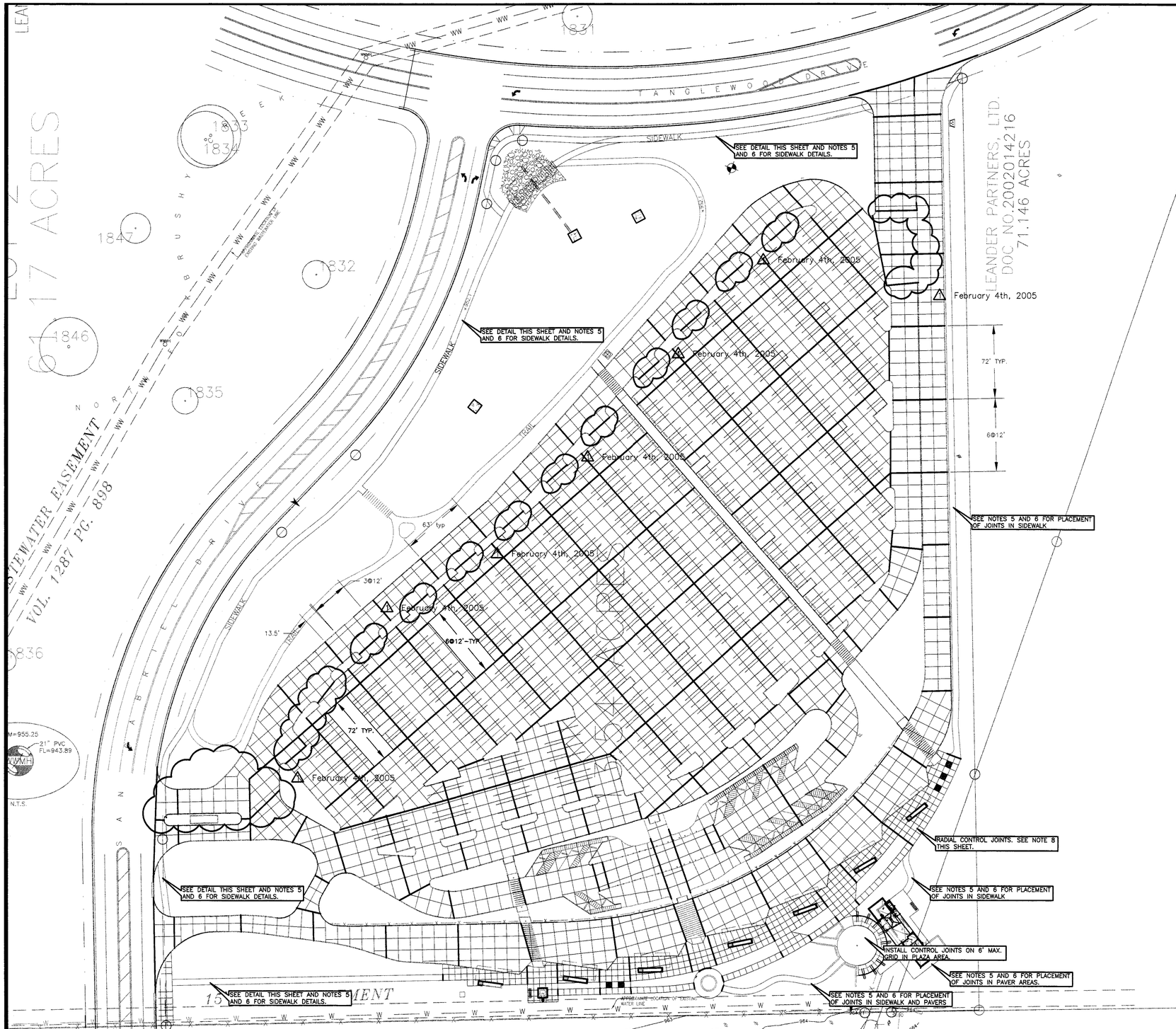
Austin, Texas 78702
Tel: 512.369.6037 King Kaul
Fax: 512.369.6080 king.kaul@capmetro.com

PAVEMENT PLAN

Date: March 4, 2005
Scale: 1"=50'
Drawn: TMH

C17



LEGEND

EXPANSION JOINTS

CONTROL JOINTS

NOTES:
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2. EXPANSION JOINTS IN TRAFFIC AREAS TO BE PLACED AT 75' MAX. SPACINGS.
3. CONTROL JOINTS IN TRAFFIC AREAS TO BE PLACED AT 12' TYPICAL SPACINGS.
4. SEE SHEET C19 FOR JOINT DETAILS.
5. PLACE CONTROL JOINTS IN SIDEWALKS AT 6' MAX SPACING.
6. PLACE EXPANSION JOINTS IN SIDEWALKS AT INTERSECTION WITH OTHER PAVEMENT AND STRUCTURES OR AT 60' MAX. SPACING.
7. JOINTS SHOWN IN AREAS TO RECEIVE PAVERS SHALL EXTEND THROUGH UNDERLYING CONCRETE SECTION ONLY.
8. JOINTS SHOWN IN AREAS AROUND BUS CANOPIES ARE RADIAL WITH A CENTER POINT OF N10185927.54, E3076468.88.
9. SEE LANDSCAPE PLANS FOR LOCATIONS OF TREE GRATES. COORDINATE JOINTS IN THESE AREAS TO ACCOMMODATE GRATES.
10. CONTRACTOR MUST SUBMIT METHODOLOGY, EQUIPMENT, AND SCHEDULE FOR CONCRETE PLACEMENT TO ENGINEER FOR APPROVAL, PRIOR TO BEGINNING CONSTRUCTION.
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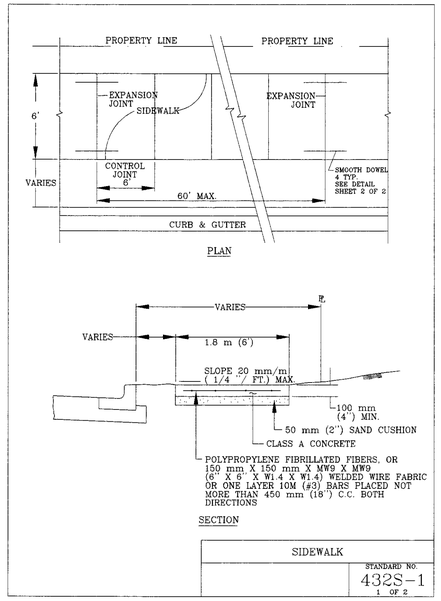
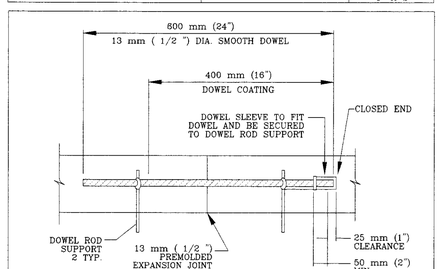
12. CONTRACTOR SHALL BE ULTIMATELY RESPONSIBLE FOR PAVEMENT LAYOUT, LINES, AND ELEVATIONS OF THE FINISHED CONCRETE PAVEMENT.
13. LAYOUT TO BE VERIFIED BY A REGISTERED LAND SURVEYOR PRIOR TO PLACEMENT.
14. IF CONTRACTOR CHOOSES TO UTILIZE FIXED FORMS FOR THE PLACEMENT OF THE CONCRETE PAVEMENT, ONLY 6" AND 10" STEEL FORMS ARE ACCEPTABLE. CONTRACTOR SHALL ALSO PROVIDE SCREED OF ADEQUATE SIZE FOR FORM WIDTH UTILIZED.



SIDEWALK

STANDARD NO. 432S-1
1 OF 2



SIDEWALK

STANDARD NO. 432S-1
2 OF 2

STATE OF TEXAS
ADAM W. MEHEVEC
84736
LICENSED
PROFESSIONAL ENGINEER
2-9-05

THIS SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY ADAM W. MEHEVEC, P.E. 84736 ON 05/21/2004.

SCALE IN FEET
0 25 50 100

Revisions	
1	February 4th, 2005

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Fax: 512.474.9179 — jgaustin@airmail.net

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Austin, Texas 78705
Tel: 512.473.8343 — Mike McInturff
Fax: 512.473.8237 — Mcinturff.mike@whmeng.com

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7500 Rialto Blvd., Bldg. 1, Suite 240
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Austin, Texas 78702
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Fax: 512.473.2202 — spoore@fd2s.com

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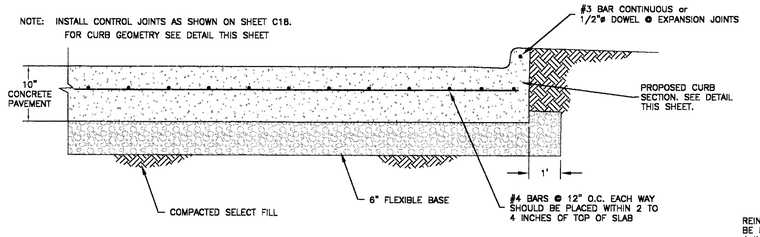
Fax: 512.369.6080 — king.kaul@capmetro.com

PAVEMENT JOINT LAYOUT PLAN

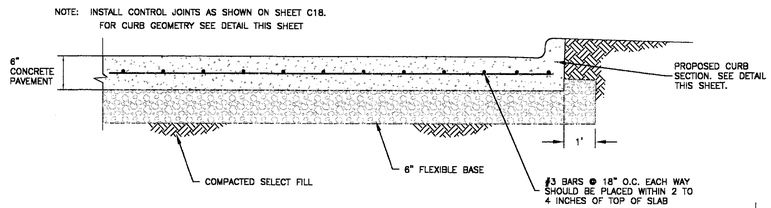
Date: May 17, 2004
Scale: 1"=50'
Drawn: TMH

C18



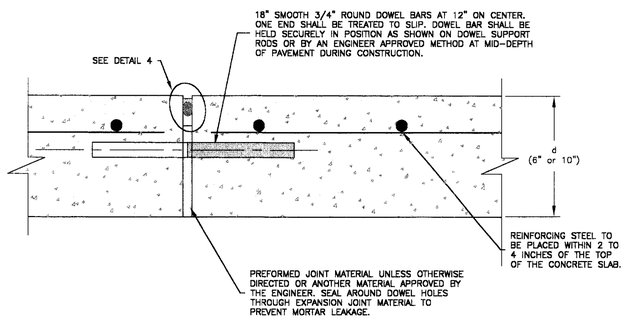
TYPICAL PAVEMENT SECTION 10" CONCRETE (BUS DRIVE)

1 SCALE: N.T.S.



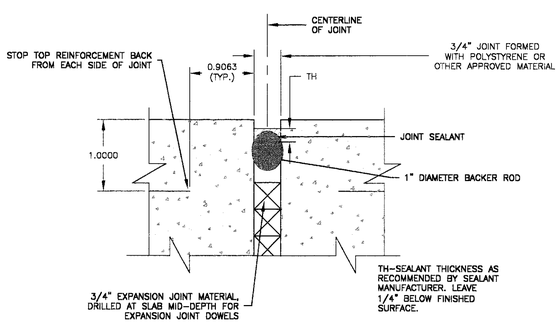
TYPICAL PAVEMENT SECTION 6" CONCRETE

2 SCALE: N.T.S.



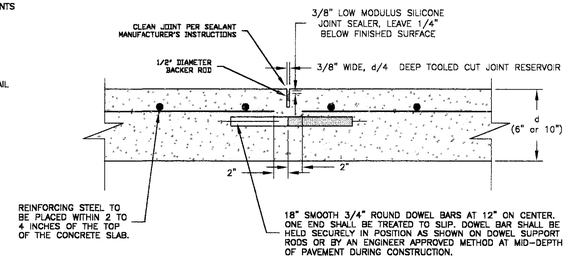
EXPANSION JOINT

3 SCALE: N.T.S.



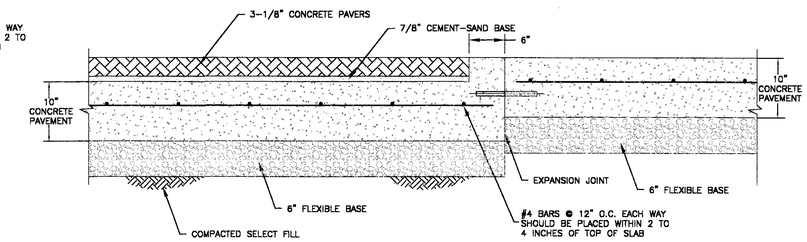
EXPANSION JOINT DETAIL

4 SCALE: N.T.S.



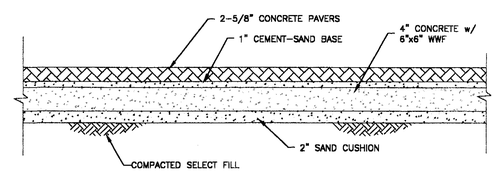
CONTROL/CONSTRUCTION JOINT DETAIL

5 SCALE: N.T.S.



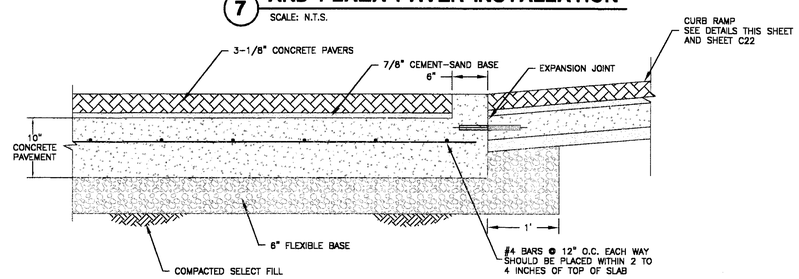
TRANSVERSE SECTION THRU PAVER WALKWAY IN BUS DRIVE

6 SCALE: N.T.S.



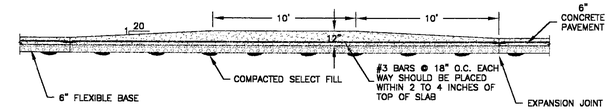
PEDESTRIAN WALK, CURB RAMP AND PLAZA PAVER INSTALLATION

7 SCALE: N.T.S.



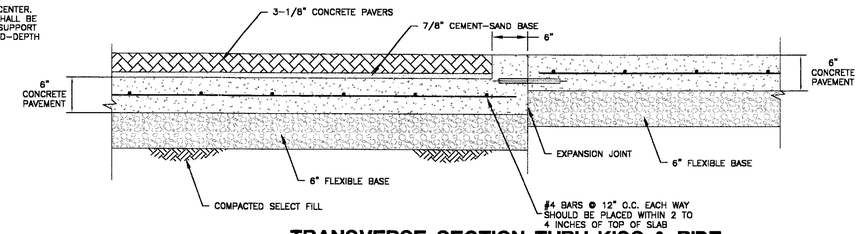
LONGITUDINAL SECTION THRU PAVER WALKWAY IN BUS DRIVE

8 SCALE: N.T.S.



ROAD HUMP AT PARKING AREA

9 SCALE: N.T.S.

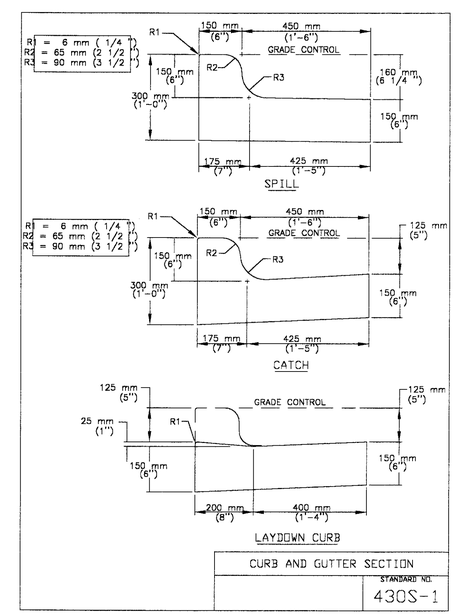


TRANSVERSE SECTION THRU KISS & RIDE IN DRIVE AISLE

10 SCALE: N.T.S.

GENERAL NOTES

1. ALL CONCRETE SHALL HAVE A COMPRESSIVE STRENGTH OF 4000 PSI AT 28 DAY (MINIMUM).
2. ALL CONCRETE EDGES NOT CHAMFERED SHALL BE TOOLED.
3. ALL REINFORCING STEEL SHALL BE SUPPORTED BY CHAIRS.
4. ALL CONCRETE SHALL BE CURED ACCORDING TO TXDOT STANDARD SPECIFICATIONS AND MUST BE VERIFIED (MEMBRANE CURING, POLYETHYLENE, ETC.) AT TIME OF INSPECTION.
5. CONTRACTOR SHALL VERIFY LOCATIONS OF EXISTING UTILITIES PRIOR TO CONSTRUCTION AND MAKE ARRANGEMENTS WITH LANDFILL MANAGER TO RELOCATE ANY CONFLICTING UTILITIES.
6. FLEXIBLE BASE SHALL BE PLACE IN ACCORDANCE WITH TXDOT STANDARD SPECIFICATIONS.
7. NOTES FOR CEMENT-SAND FOR PAVER INSTALLATION:
   1. MATERIAL TO BE 1 PART CEMENT AND 3 PARTS SAND.
   2. THE DRY MIXTURE SHALL BE LIGHTLY WETTED PRIOR TO PLACEMENT OF PAVERS.
   3. AFTER COMPACTION OF PAVERS, JOINTS SHALL BE FILLED WITH DRY CEMENT-SAND MIXTURE AND EXCESS MATERIAL REMOVED FROM PAVING SURFACE.
   4. THE COMPLETED JOINTS SHALL BE FOGGED LIGHTLY WITH WATER.



CURB AND GUTTER SECTION

STANDARD NO. 430S-1

STATE OF TEXAS
ADAM M. SCHNEYER
84738
LICENSED PROFESSIONAL ENGINEER
4-2-04

Revisions

McKinney ARCHITECTS INC
207 West Eighth Street, Austin, Texas 78701-2303
TEL 512.476.0201 FAX 512.476.0216
www.mckinneyarchitects.com
Est. 1983 Austin, Texas – Member American Institute of Architects

ENGINEERING ACE ENVIRONMENTAL
Associated Consulting Engineers, Inc.
901 S. Mopac Expy, Bldg II #165
Austin, Texas 78746
Phone 512.329.0006
Fax 512.329.0096
Greg Lewis
glewis@aceaustin.com
CIVIL

Torn Green and Company — MEP
3701 Executive Circle Dr., Ste. 258
Austin, Texas 78731
Tel: 512.345.7793 — John Davidson
Fax: 512.345.7201 — johnd@tgce.com

Jaster-Quintanilla & Associates — STRUCTURE
1608 West Sixth Street, Ste. 100
Austin, Texas 78703
Tel: 512.474.9094 — John Raff
Fax: 512.474.9179 — jqaustin@airmail.net

WHM Transportation Engineering — TRANSPORTATION
2717 Rio Grande Street
Austin, Texas 78705
Tel: 512.473.8343 — Mike McInturff
Fax: 512.473.8237 — McInturff.mike@whmeng.com

Garcia Design, Inc. — LANDSCAPE
7500 Rialto Blvd., Bldg. 1, Suite 240
Austin, Texas 78735
Tel: 512.892.0353 — Roberto C. Garcia
Fax: 512.890.0655 — rgarcia@garciadesigninc.net

Kroll — SECURITY
1025 Main Street
Bastrop, Texas 78602
Tel: 512.321.4421 — Charles LeBlanc
Fax: 512.321.1746 — cleblanc@krollworldwide.com

FD2S — GRAPHICS
500 Chicon
Austin, Texas 78702
Tel: 512.476.7733 — Suzi Poore
Fax: 512.473.2202 — spoore@fd2s.com

CAPITAL METRO

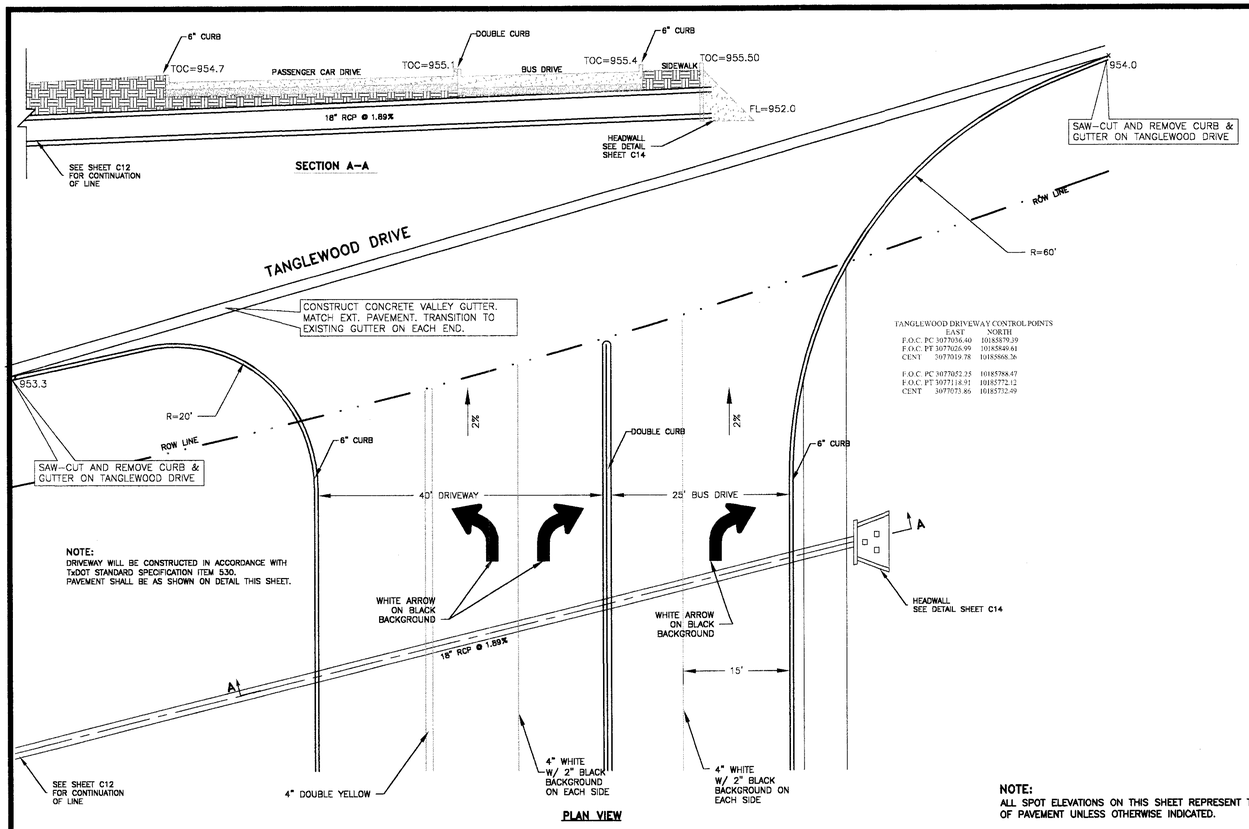
Capital Metro
Leander Park & Ride
Leander, Texas

Capital Metro — OWNER
2910 East Fifth Street
Austin, Texas 78702
Tel: 512.369.6037 — King Kaul
Fax: 512.369.6080 — king.kaul@capmetro.com

PAVEMENT DETAILS

Date: April 2, 2004
Scale: NA
Drawn: TMH

C19



TANGLEWOOD DRIVEWAY CONTROL POINTS

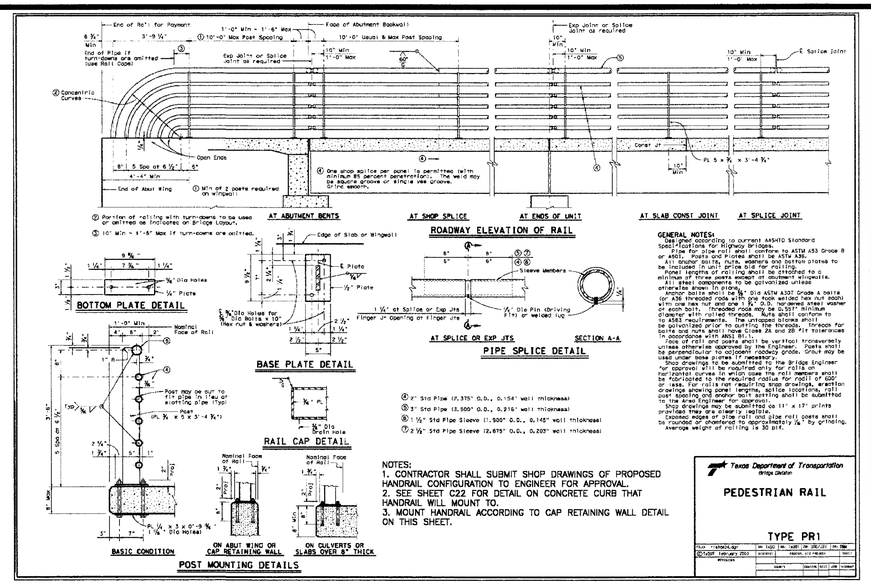
	EAST	NORTH
F.O.C. PC	3077036.40	10185879.39
F.O.C. PT	3077026.99	10185849.41
CENT	3077019.78	10185868.26
F.O.C. PC	3077052.35	10185788.47
F.O.C. PT	3077118.91	10185772.12
CENT	3077073.86	10185752.49

PLAN VIEW

TANGLEWOOD DRIVEWAY AND CULVERT DETAIL

SCALE: NOT TO SCALE

NOTE:
ALL SPOT ELEVATIONS ON THIS SHEET REPRESENT TOP OF PAVEMENT UNLESS OTHERWISE INDICATED.



GENERAL NOTES:
Design according to current AASHTO Standard Specifications for Highway Bridges.
Steel for pipe rail shall conform to ASTM A53 Grade B or A500. Posts and Plates shall be ASTM A36.
All shop welds, butts, miters and bottom plates to be continuous fillet welds, ground smooth.
Panel lengths of railing shall be checked for a minimum of three posts except at abutment wingwalls.
All steel components to be galvanized unless otherwise specified.
Anchor bolts shall be ¾" Dia ASTM A307 Grade A bolts (or A36 threaded rods with one hook welded hex nut each) with one hex nut and one 1 ¾" O.D. hardened steel washer galvanized with bolts. Nuts shall conform to ASTM A563 galvanized. Nuts shall conform to to ASTM requirements. The untapped holes shall be galvanized prior to cutting the threads. Threads for the anchor bolts shall be cut to Class 2A and 2B fit tolerances in accordance with ANSI B1.1.
Face of rail and posts shall be vertical transversely unless otherwise approved by the Engineer. Posts shall be perpendicular to adjacent roadway grade. Grout may be used to adjust post to vertical.
Shop drawings to be submitted to the Bridge Engineer for approval. Will be required only for rails on horizontal curves with spans the rail radius shall be 1000' or less. Rail radius is measured at the midpoint of span or less. For rails not requiring shop drawings, erection drawings showing panel lengths, splice locations, rail post spacing and anchor bolt setting shall be submitted to the Bridge Engineer for approval.
Shop drawings may be submitted on 11" x 17" prints provided they are clearly legible.
Exposed edges of pipe rail and pipe rail posts shall be rounded or chamfered to approximately ⅛" by grinding. Average weight of railing is 30 plf.

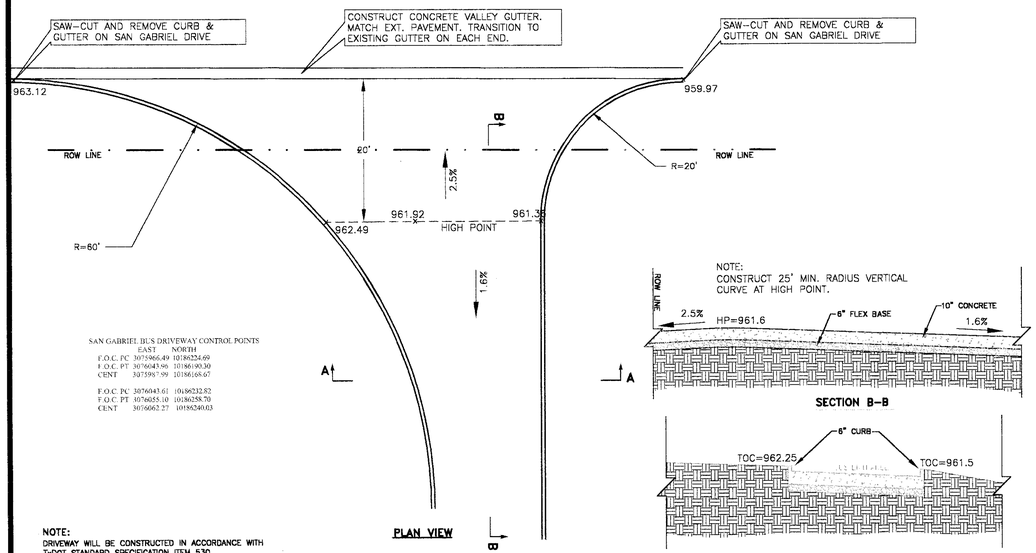
NOTES:
1. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS OF PROPOSED HANDRAIL CONFIGURATION TO ENGINEER FOR APPROVAL.
2. SEE SHEET C22 FOR DETAIL ON CONCRETE CURB THAT HANDRAIL WILL MOUNT TO.
3. MOUNT HANDRAIL ACCORDING TO CAP RETAINING WALL DETAIL ON THIS SHEET.

Texas Department of Transportation
Bridge Division

PEDESTRIAN RAIL

TYPE PR1

FILE: TYPEPR1.DGN	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
© TxDOT February 2003	REVISIONS		TYPE PR1 (PEDESTRIAN RAIL)	SHEET
		DISTRICT	COUNTY	ROAD	CONTROL	SECTION	JOB	HIGHWAY

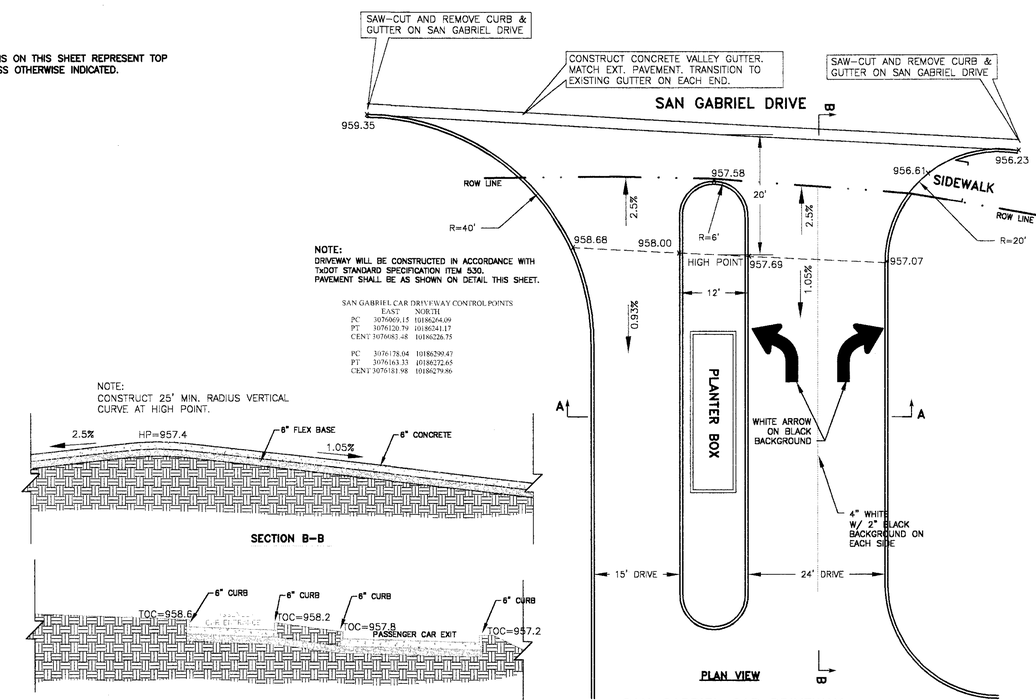


SAN GABRIEL BUS DRIVEWAY CONTROL POINTS

	EAST	NORTH
F.O.C. PC	3075966.49	10186224.69
F.O.C. PT	3076045.96	10186190.30
CENT	3075987.99	10186168.67
F.O.C. PC	3076043.61	10186232.82
F.O.C. PT	3076055.10	10186258.70
CENT	3076062.27	10186240.03

SAN GABRIEL BUS DRIVEWAY

SCALE: NOT TO SCALE



SAN GABRIEL CAR DRIVEWAY CONTROL POINTS

	EAST	NORTH
PC	3076669.15	10186244.09
PT	3076720.79	10186241.17
CENT	3076683.48	10186226.75
PC	3076178.04	10186290.47
PT	3076163.33	10186272.65
CENT	3076181.98	10186279.86

SAN GABRIEL CAR DRIVEWAY

SCALE: NOT TO SCALE

Revisions

McKinney
ARCHITECTS INC
207 West Eighth Street, Austin, Texas 78701-2303
TEL 512.476.0201 FAX 512.476.0216
www.mckinneyarchitects.com
Est. 1983 Austin, Texas – Member American Institute of Architects

ENGINEERING ACE ENVIRONMENTAL
Associated Consulting Engineers, Inc.
901 S. Mopac Expy, Bldg II #165
Austin, Texas 78746
Phone 512.329.0006
Fax 512.329.0096
Greg Lewis
glewis@aceaustin.com
CIVIL

Tom Green and Company — MEP
3701 Executive Circle Dr., Ste. 258
Austin, Texas 78731
Tel: 512.345.7793 John Davidson
Fax: 512.345.7201 johnd@tgce.com

Jaster-Quintanilla & Associates — STRUCTURE
1608 West Sixth Street, Ste. 100
Austin, Texas 78703
Tel: 512.474.9094 John Raff
Fax: 512.474.9179 jqaustin@airmail.net

WHM Transportation Engineering — TRANSPORTATION
2717 Rio Grande Street
Austin, Texas 78705
Tel: 512.473.8343 Mike McInturff
Fax: 512.473.8237 McInturff.mike@whmeng.com

Garcia Design, Inc. — LANDSCAPE
7500 Rialto Blvd., Bldg. 1, Suite 240
Austin, Texas 78735
Tel: 512.892.0353 Roberto C. Garcia
Fax: 512.890.0655 rgarcia@garciadesigninc.net

Kroll — SECURITY
1025 Main Street
Bastrop, Texas 78602
Tel: 512.321.4421 Charles LeBlanc
Fax: 512.321.1746 cleblanc@krollworldwide.com

FD2S — GRAPHICS
500 Chicon
Austin, Texas 78702
Tel: 512.476.7733 Suzi Paore
Fax: 512.473.2202 spoore@fd2s.com

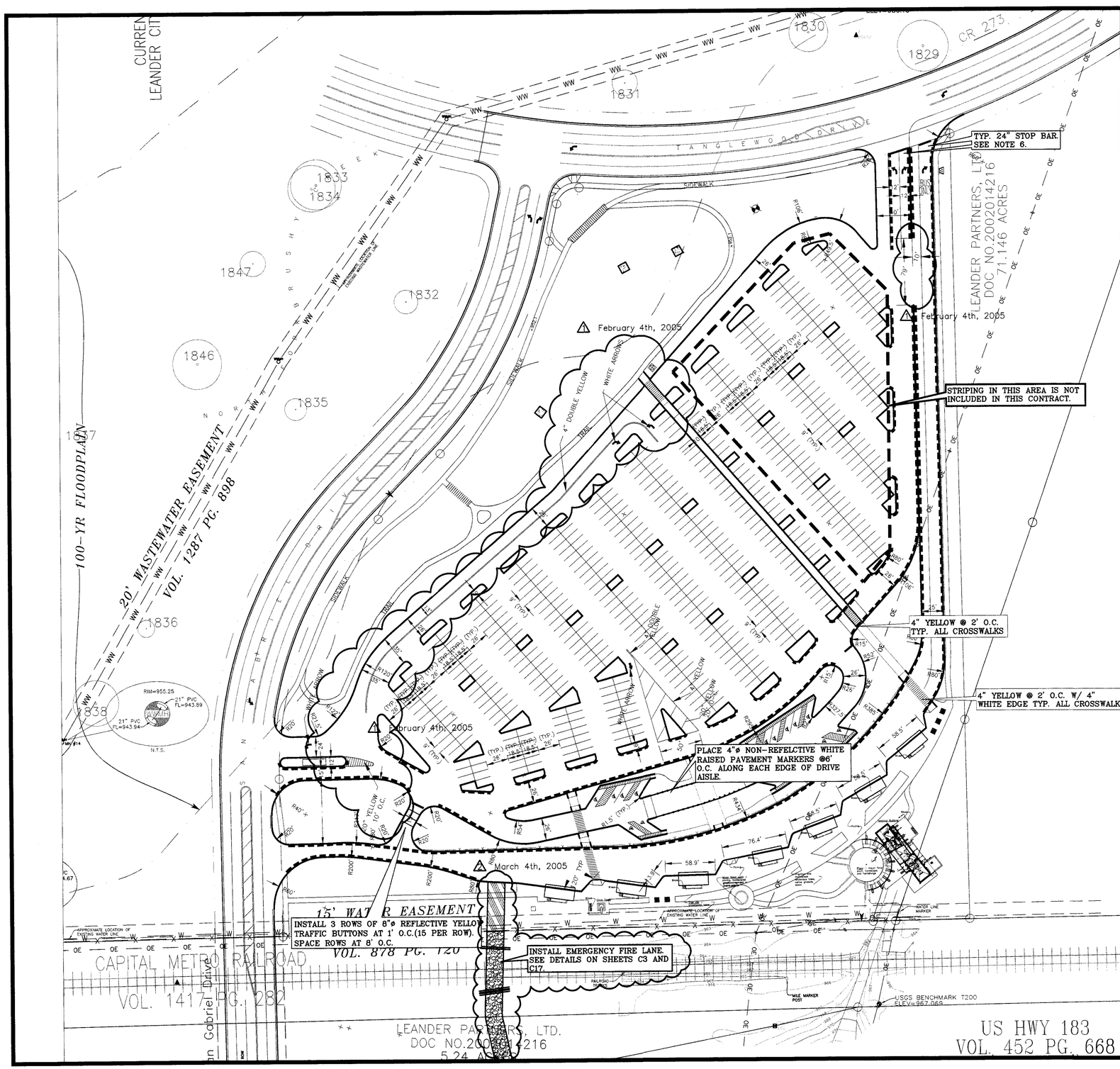
Capital Metro
Leander Park & Ride
Leander, Texas

Capital Metro — OWNER
2910 East Fifth Street
Austin, Texas 78702
Tel: 512.369.6037 King Kaul
Fax: 512.369.6080 king.kaul@capmetro.com

DETAILS

Date: May 17, 2004
Scale: NA
Drawn: TMH

C20

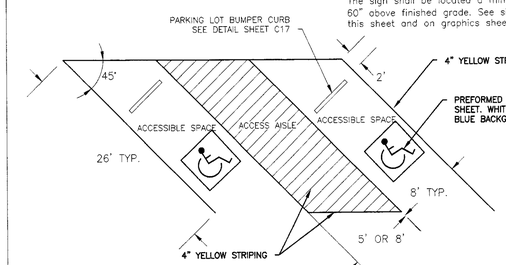


LEGEND

FIRE LANE

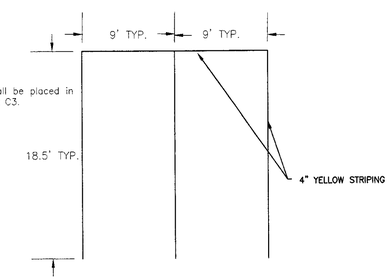
NOTES:
1. ALL CURB RETURN RADII SHALL BE 5' UNLESS OTHERWISE SHOWN.
2. FIRE CURCULATION ROUTES SHALL BE IDENTIFIED WITH A 6" WIDE RED STRIPE ALONG EACH EDGE, WITH THE WORDS "FIRE ZONE/TOW-AWAY ZONE" IN WHITE LETTERS AT LEAST 3" HIGH STENCILED ON 35' INTERVALS.
3. RAISED PAVEMENT MARKERS SHALL COMPLY WITH AND BE INSTALLED IN ACCORDANCE WITH TxDOT SPECIFICATION 672.
4. SEE SHEET C20 FOR EXIT DRIVEWAY STRIPING.
5. ALL WHITE STRIPING, STOP BARS, AND ARROWS SHALL BE SURROUNDED BY 2" BLACK BORDER. BORDER TO BE SAME MATERIAL AS STRIPING.
6. STOP BARS SHALL BE 24" WIDE WHITE PREFORMED THERMOPLASTIC SHEET WITH 2" BLACK BORDER ON EACH SIDE. LENGTH OF STOP BAR SHALL BE EQUAL TO THE LANE WIDTH.

NOTE: Cross-slope for accessible space and access aisle shall not exceed 1:50. Each accessible parking space shall be identified by a sign centered at the head of each space. The sign must include the international symbol of accessibility and state RESERVED, or equivalent language. The sign shall be located a minumum of 60" above finished grade. See sign detailS this sheet and on graphics sheets.

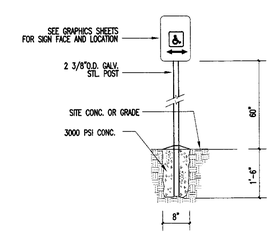


TYPICAL HANDICAP PARKING STALLS
N.T.S.

NOTE: Bumper curbs shall be placed in locations shown on Sheet C3.



TYPICAL PARKING STALLS
N.T.S.



HANDICAP SIGN
N.T.S.

STATE OF TEXAS
ADAM W. MEHEVEC
84736
LICENSED PROFESSIONAL ENGINEER
5-4-05

THIS SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY ADAM W. MEHEVEC, P.E. 84736 ON 03/04/2005.

SCALE IN FEET
0 30 60 120

Revisions	
2	March 4th, 2005
1	February 4th, 2005

McKinney ARCHITECTS INC
207 West Eighth Street, Austin, Texas 78701-2303
TEL 512.476.0201 FAX 512.476.0216
www.mckinneyarchitects.com
Est. 1983 Austin, Texas – Member American Institute of Architects

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Austin, Texas 78731
Tel: 512.345.7793 John Davidson
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MEP

Jaster-Quintanilla & Associates
1608 West Sixth Street, Ste. 100
Austin, Texas 78703
Tel: 512.474.9094 John Raff
Fax: 512.474.9179 jqaustin@airmail.net
STRUCTURE

WHM Transportation Engineering
2717 Rio Grande Street
Austin, Texas 78705
Tel: 512.473.8343 Mike McInturff
Fax: 512.473.8237 Mcinturff.mike@whmeng.com
TRANSPORTATION

Garcia Design, Inc.
7500 Rialto Blvd., Bldg. 1, Suite 240
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Tel: 512.892.0353 Roberto C. Garcia
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LANDSCAPE

Kroll
1025 Main Street
Bastrop, Texas 78602
Tel: 512.321.4421 Charles LeBlanc
Fax: 512.321.1746 cleblanc@krollworldwide.com
SECURITY

FD2S
500 Chicon
Austin, Texas 78702
Tel: 512.476.7733 Suzi Poore
Fax: 512.473.2202 spoore@fd2s.com
GRAPHICS

CAPITAL METRO

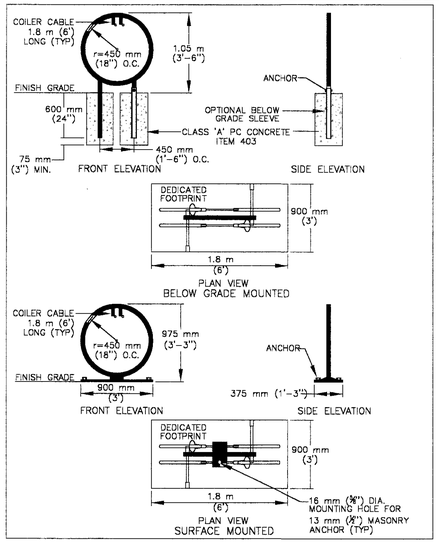
Capital Metro
Leander Park & Ride
Leander, Texas

Capital Metro
2910 East Fifth Street
Austin, Texas 78702
Tel: 512.369.6037 King Kaul
Fax: 512.369.6080 king.kaul@capmetro.com
OWNER

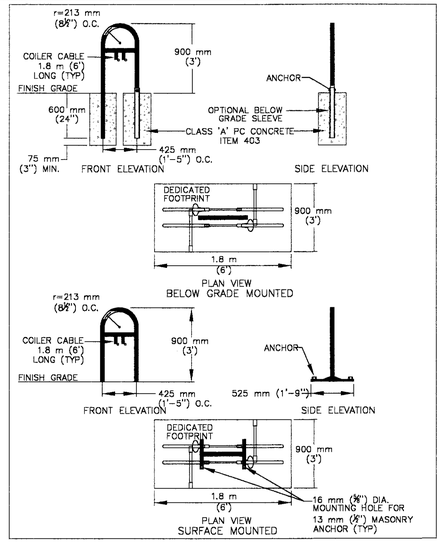
GEOMETRY AND STRIPING PLAN

Date: February 4, 2005
Scale: 1"=60'
Drawn: AWM

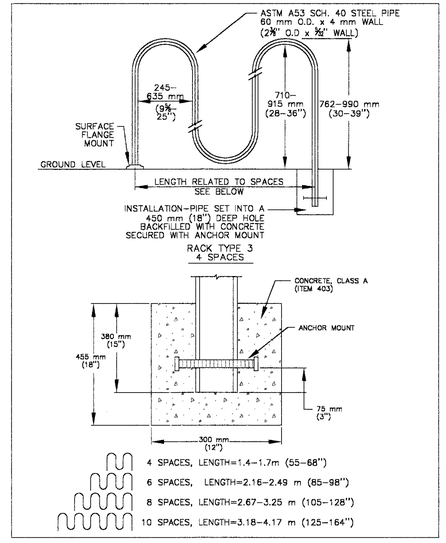
C21



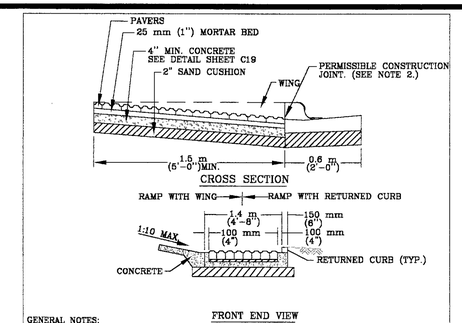
CLASS II STYLE BICYCLE PARKING



CLASS II STYLE BICYCLE PARKING



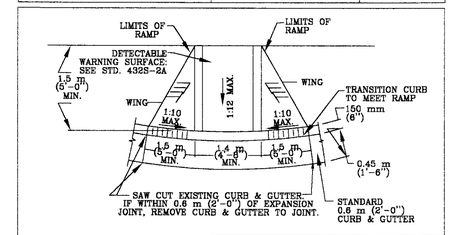
CLASS III STYLE BICYCLE PARKING



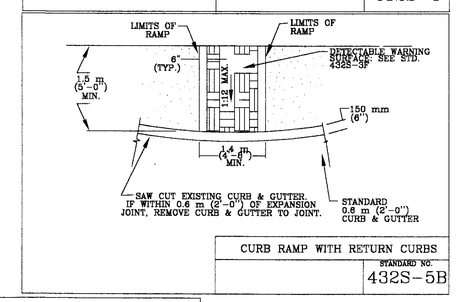
GENERAL NOTES:

1. PAVERS WILL HAVE DETECTABLE WARNING THAT CONSISTS OF RAISED TRUNCATED DOMES WITH A DIAMETER OF 23 mm (0.9"), A NOMINAL HEIGHT OF 5 mm (0.2") AND A NOMINAL CENTER TO CENTER SPACING OF 60 mm (2.35") AND SHALL CONSTRAST VISUALLY WITH ADJOINING SURFACES, EITHER LIGHT-ON-DARK OR DARK-ON-LIGHT (Re: ADAAG SECTION 4.29.2). MATERIAL USED TO PROVIDE CONTRAST SHALL BE AN INTEGRAL PART OF THE WALKING SURFACE. PAVER PATTERN SHALL BE BASKET WEAVE
2. THE PERMISSIBLE CONSTRUCTION JOINT BETWEEN THE PAVERS AND THE ADJOINING SURFACE SHALL BE LIMITED TO 6 mm (1/4 ") JOINT SIZE. GAPS LARGER THAN 6 mm (1/4 ") MUST BE APPROVED BY THE ENGINEER.
3. CURB RAMPS WITH RETURNED CURB MAY ONLY BE USED WHERE PEDESTRIANS WOULD NOT NORMALLY WALK DIAGONALLY ACROSS THE RAMP.
4. SEE SHEET C17 FOR PAVER MANUFACTURER AND COLOR.

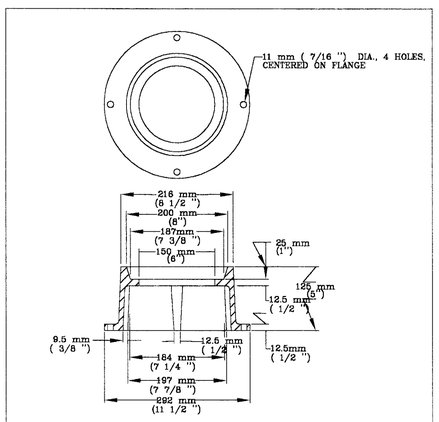
DETECTABLE WARNING-PAVER	STANDARD NO. 432S-2A



CURB RAMP WITH WINGS	STANDARD NO. 432S-5



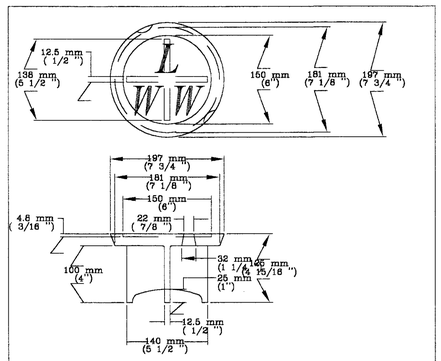
CURB RAMP WITH RETURN CURBS	STANDARD NO. 432S-5B



NOTES:

1. MATERIALS SHALL BE GRAY CAST IRON, ASTM A48, GRADE 30B.
2. THE MANUFACTURER'S IDENTIFICATION & CASTING NUMBER & THE COUNTRY WHERE CAST, SHALL BE DISTINCTLY CAST ONTO EACH RING.
3. DRAFT & SHRINKAGE ALLOWANCE SHALL BE IN ACCORD WITH NORMAL FOUNDRY PRACTICE.
4. FINISH BY REMOVING FINS & FLASHING; PAINT WITH BLACK ASPHALT COATING.
5. WEIGHT: APPROXIMATELY 10.5 kg (23 lbs).

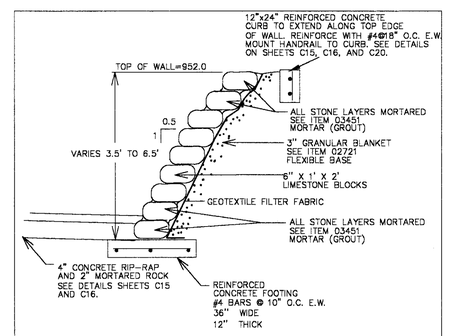
VALVE BOX CASTING C-6 PAVING RING	STANDARD NO. 511S-14



NOTES:

1. MATERIAL SHALL BE NICKEL-BRONZE.
2. TYPICAL FILLET IS 4.8 mm (3/16 ") RADIUS
3. LETTERING SHALL BE 38 mm (1 1/2 ") HEIGHT AND LOCATED AS SHOWN.
4. THIS LID REQUIRES TWO (2) PICK SLOTS.
5. THE MANUFACTURER'S IDENTIFICATION AND CASTING NUMBER, AND THE COUNTRY WHERE CAST, SHALL BE DISTINCTLY CAST ONTO EACH LID.
6. DRAFT AND SHRINKAGE ALLOWANCE SHALL BE IN ACCORD WITH NORMAL FOUNDRY PRACTICE.
7. FINISH BY REMOVING FINS AND FLASHING

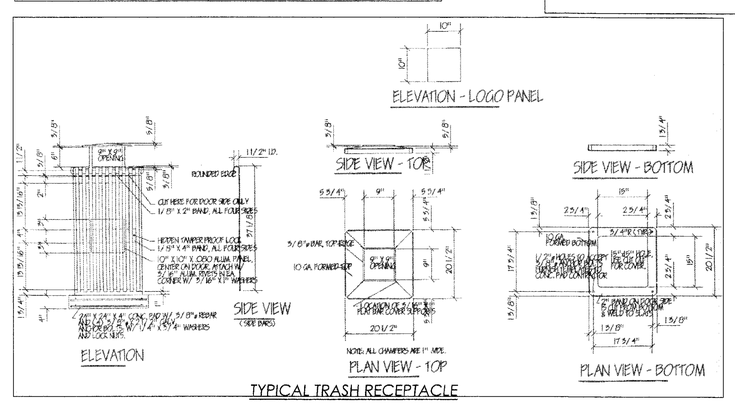
VALVE BOX CASTING C-7 LID	STANDARD NO. 511S-12



NOTES:

1. ENCOMPASS EXISTING 5'x2' BOX CULVERT WITH WALL. GROUT AROUND CULVERT TO PROVIDE WATERTIGHT SEAL.
2. CONCRETE SHALL CONFORM TO ITEM 03451, "CONCRETE FOR STRUCTURES".
3. SEE SHEET C20 FOR HANDRAIL AND MOUNTING DETAILS.

MORTARED ROCK WALL	STANDARD NO. 623S-1



TYPICAL TRASH RECEPTACLE

McKinney
ARCHITECTS INC
207 West Eighth Street, Austin, Texas 78701-2303
tEL 512.476.0201 FAX 512.476.0216
www.mckinneyarchitects.com
Est. 1983 Austin, Texas – Member American Institute of Architects

ENGINEERING ACE ENVIRONMENTAL
Associated Consulting Engineers, Inc
901 S. Mopac Expy, Bldg II #165
Austin, Texas 78746
Phone 512.329.0006
Fax 512.329.0096
Greg Lewis
glewis@aceaustin.com
CIVIL

Torn Green and Company — MEP
3701 Executive Circle Dr., Ste. 258
Austin, Texas 78731
Tel: 512.345.7793 — John Davidson
Fax: 512.345.7201 — johnd@tgce.com

Jaster-Quintanilla & Associates — STRUCTURE
1608 West Sixth Street, Ste. 100
Austin, Texas 78703
Tel: 512.474.9094 — John Raff
Fax: 512.474.9179 — jqaustin@airmail.net

WHM Transportation Engineering — TRANSPORTATION
2717 Rio Grande Street
Austin, Texas 78705
Tel: 512.473.8343 — Mike McInturff
Fax: 512.473.8237 — McInturff.mike@whmeng.com

Garcia Design, Inc. — LANDSCAPE
7500 Rialto Blvd., Bldg. 1, Suite 240
Austin, Texas 78735
Tel: 512.892.0353 — Roberto C. Garcia
Fax: 512.890.0655 — rgarcia@garciadesigninc.net

Kroll — SECURITY
1025 Main Street
Bastrop, Texas 78602
Tel: 512.321.4421 — Charles LeBlanc
Fax: 512.321.1746 — cleblanc@krollworldwide.com

FD2S — GRAPHICS
500 Chicon
Austin, Texas 78702
Tel: 512.476.7733 — Suzi Poore
Fax: 512.473.2202 — spoore@fd2s.com

Capital Metro
Leander Park & Ride
Leander, Texas

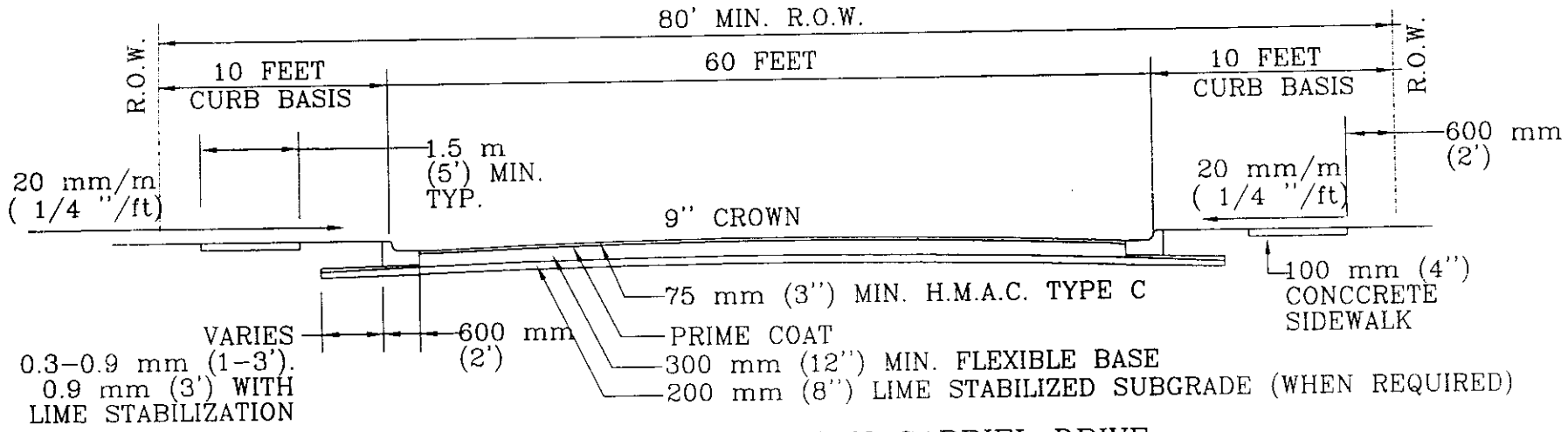
Capital Metro — OWNER
2910 East Fifth Street
Austin, Texas 78702
Tel: 512.369.6037 — King Kaul
Fax: 512.369.6080 — king.kaul@capmetro.com

Revisions

DETAILS

Date: April 2, 2004
Scale: NA
Drawn: TMH

C22



MINIMUM DESIGN FOR SAN GABRIEL DRIVE

NOTES:

1. ALL UNPAVED AREAS WITHIN THE LIMITS OF CONSTRUCTION SHALL BE SODDED OR SEEDED AS INDICATED.
2. BASE COURSE TO EXTEND BEYOND CURB 0.3 mm (1') FOR SOILS WITH PI OF 20 OR LESS, 0.9 m (3') FOR ALL OTHER SOILS.
3. 100 mm (4") MINIMUM THICKNESS OF BASE UNDER CURB.
4. CROWN IS PARABOLIC.
5. PAVEMENT THICKNESS IS A MINIMUM, ACTUAL THICKNESS TO BE DETERMINED BY ROADWAY DESIGN ENGINEER.

STATE OF TEXAS
ADAM W. MEHEVEC
84733
LICENSED
PROFESSIONAL ENGINEER

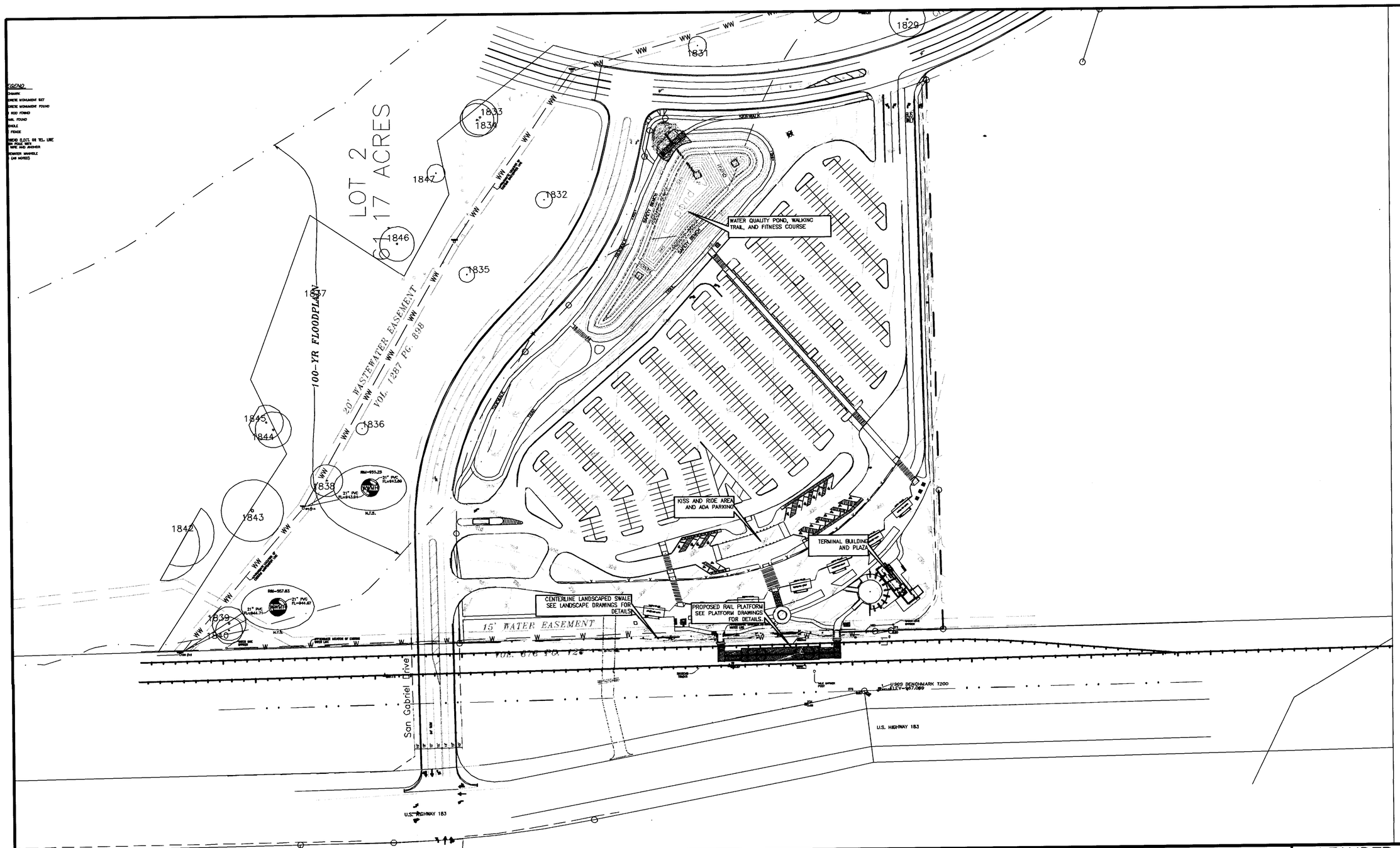
3-4-05

ENGINEERING ACE ENVIRONMENTAL

Associated Consulting Engineers, Inc.
901 S. Mopac Expy, Bldg II #165
Austin, Texas 78746

CAPITAL METRO
LEANDER PARK AND RIDE
LEANDER, TEXAS

ACE REFERENCE NO. 029-03	SAN GABRIEL DR. DESIGN STANDARD	FIGURE 1
DATE: 3/4/05		
FILE: SANGABRIEL.DWG		



LEGEND

PROPERTY LINE

RAILROAD CENTERLINE

SCALE IN FEET
0 80 160

REV	DATE	DESCRIPTION	APP
△			
△			
△			
△			
△			

ENGINEERING ACE ENVIRONMENTAL

Associated Consulting Engineers, Inc.
901 S. Mopac, Bldg 2 #165
Austin, Texas 78746
Phone 512.329.0006
Fax 512.329.0096

CAPITAL METRO

SCALE	1"=20'
DRAWN	TMH
DESIGNED	AWM
CHECKED	GJL
IN CHARGE	RLS
DATE	05/10/06

LEANDER PARK AND RIDE AND TRAIN STOP

SITE PLAN
SHEET No: 1

CONTRACT	DWG NAME	REV
64104	SITE PLAN.DWG	

Executive Summary

May 01, 2014

Agenda Subject: Subdivision Ordinance Case 14-OR-001: Hold a public hearing and consider action on amendments to the Subdivision Ordinance, to add provisions for temporary stockpiling of materials, to add provisions for trail corridors, and to modify the exceptions associated with block width requirements.

Background: Staff is proposing the following amendments to the Subdivision Ordinance:

1. Addition of provisions that would permit the storage of materials during the subdivision process.
2. Addition of trail corridors to the Transportation Improvements requirements.
3. Modification of the exceptions associated with block width requirements.

Origination: Planning Department

Financial Consideration: None

Recommendation: Staff recommends approval. The Planning & Zoning Commission unanimously recommended approval of the amendment with the following addition to Article III, Section 48 (h):

(4) The setback requirements may be reduced by twenty-five (25%) percent if screening of the fill material is provided. Screening includes a six (6') foot privacy fence constructed of cedar with steel posts sunk in concrete. The smooth side of the fence shall face away from the fill material.

Attachments:

1. Summary of Proposed Amendments
2. Ordinance
3. Minutes - Planning & Zoning Commission April 24, 2014

Prepared By: Tom Yantis, AICP
Development Services Director 04/25/2014

PLANNING ANALYSIS

ORDINANCE CASE 14-OR-001
SUBDIVISION ORDINANCE AMENDMENTS

ARTICLE II, SECTION 23. CONSTRUCTION PLANS (c)

(7) Fill Material Storage. The location of the fill material pile, which must comply with Section 48 of this Ordinance.

ARTICLE III, SECTION 48

Section 48. Temporary Storage of Fill Material.
Fill material originating from the land that is the subject of a subdivision application may be temporarily stored on said land provided that the developer complies at all times with the following requirements:

(a) The fill material shall be stored at the location shown on the approved construction plans.
(b) The fill material shall consist of earthen material originating from the subdivision only, shall remain free from debris, and shall be suitable for use as fill material on the future phases of the subdivision. The fill material may not include any material from outside of the subdivision.
(c) Storage of the fill material shall comply with the Storm Water Pollution Prevention Plan and other sedimentation and erosion controls adopted by the Texas Commission on Environmental Quality.
(d) The fill material will be placed and stored in such manner so that it is stable, with the side slopes no steeper than a 3:1 (h:v) slope.
(e) The fill material will be located so as not to disturb any wetland areas that may exist in the subdivision, and will be placed in a manner and location so as not to adversely affect the natural course of drainage across the land or impede drainage from neighboring properties.
(f) Fiscal surety that complies with Section 28 of this Ordinance in an amount equal to 110% of the cost of removal of the fill material will be filed with the City prior to the acceptance of the subdivision that generates the fill material. The fiscal surety will be based on an estimate prepared by the engineer for the subdivision and approved by the City Engineer.
(g) The height of the fill material shall not exceed ten (10') feet.
(h) The location of the fill material must comply with the following setback requirements:
    (1) 400' setback from major roadways as identified on the Roadway Plan;

(2) 100' setback from all other roadways platted at the time of the fill material pile approval; and

(3) 100' setback from residential structures.

(4) The setback requirements may be reduced by twenty-five (25%) percent if screening of the fill material is provided. Screening includes a six (6') foot privacy fence constructed of cedar with steel posts sunk in concrete. The smooth side of the fence shall face away from the fill material.

(i) Permission to store fill material in the subdivision will expire and terminate in the event that a preliminary plat, construction plans, or a final plat for any portion of the land expires, or at such time that the improvements for the last phase of the subdivision are accepted.

ARTICLE III, SECTION 42. TRANSPORTATION IMPROVEMENTS (b) (2)

(2) Additional street and trail design standards shall be as follows:

(i) All streets and trails shall be planned to properly integrate with the existing and proposed system of local, collector and arterial streets and trails and shall conform to the Roadway Plan. Arterial streets shall be provided to the extent that such streets are roughly proportional to the projected impact of the proposed development. Prior to the consideration of an action on a subdivision plan or plat, staff shall prepare, and the City Engineer shall review and approve, an individualized determination providing a rough proportionality assessment and a determination of whether the required dedication(s), payment of fees or construction costs, and/or improvement of infrastructure set forth in the determination is roughly proportionate to the impact of the proposed subdivision. The determination shall include, but shall not necessarily be limited to, a comparison of the percentage of land within a subdivision to be dedicated for an arterial roadway with the percentage of land in the City and ETJ designated on the Roadway Plan as arterial roadways. The analysis shall include the entire tract of land contained within the initial subdivision application required by the City and shall include existing roadways outside of the land as deemed appropriate by the City Engineer. If the individualized determination demonstrates that the proposed street dedication is not roughly proportional to the impact of the proposed subdivision, the additional right-of-way needed to comply with the Roadway Plan that exceeds the limits of rough proportionality shall be shown as "Reserved Street ROW" on the face of the plat or plan.

(ii) Local streets shall be designed so as to calm traffic and discourage "cut through" traffic including the following:

a) Residential collector streets shall be preferred over neighborhood collector streets in proposed residential areas.

b) Straight sections of local streets and collector streets with single family or two family lots fronting on them shall not exceed one thousand three hundred (1,300) feet in length unless other traffic calming design is utilized as approved by the City or unless such design is approved by the City Engineer.

(iii) Streets and trails shall be extended to the boundary lines of the tract as necessary for eventual extension to the adjacent tract(s) to ensure that block lengths do not,

in general, exceed the limits defined by this ordinance and to provide access to adjacent property.

(iv) Provisions shall be made for the appropriate extension of existing and proposed streets and trails. Streets and trails intended to be extended from an adjacent tract shall be extended.

(v) Street and trail right-of-way shall be dedicated with the plat, and the street and trail shall be constructed with the subdivision improvements for the plat, for the full length and/or width of the lots in the subdivision adjacent to such street and trail, unless otherwise approved by the City Engineer.

ARTICLE III, SECTION 45. BLOCKS AND LOTS (a)

(a) **Blocks.**

(1) The length, width, and shape of blocks shall meet the following standards:

(i) Provide adequate building sites (lots) suitable to the special needs of the type of use designated on the plat;

(ii) Accommodate lots of the size and dimensions required by this Section and the Composite Zoning Ordinance;

(iii) Provide for convenient access, circulation, control, and safety of street traffic;

(iv) Minimize reductions in the capacity of adjacent streets in so far as possible by reducing the number of turning movement conflicts;

(v) Provide an appropriate response to the limitations and opportunities of topography. and

(vi) Increase the ability of building sites (lots) to receive or to be protected from solar gain as the season requires in order to improve utility efficiency and increase the livability of each lot.

(2) Except for SFR zoning districts, residential blocks shall not exceed a perimeter length of three thousand five hundred (3,500) feet, and residential blocks in SFR zoning districts shall not exceed a perimeter length of six thousand (6,000) feet except as otherwise provided for herein.

(3) Blocks along arterial streets and blocks containing or proposed to contain primarily commercial or industrial uses shall not exceed a perimeter length of five thousand five hundred (5,500) feet.

(4) The width of blocks shall be sufficient to accommodate two (2) tiers of lots with minimum depth as required by this Section. ~~e~~Exceptions to this width shall be permitted in blocks adjacent to ~~major~~ arterial or collector streets identified on the Roadway Plan if a landscape lot is provided adjacent to the arterial or collector and screening is provided in compliance with screening requirements listed in Article VI, Section 8 of the Composite Zoning Ordinance, or in blocks adjacent to railroads, waterways, or other topographical features prohibiting a second lot tier.

...

(b) **Lots.** All land area within the boundaries of the subdivision or re-subdivision except that area specifically dedicated as public right-of-way for any purpose shall be designated as a lot.

(10) Double (reverse) Frontage Lots.

(i) Single family or two family residential lots shall not have double frontage~~ not take access on two (2) non-intersecting local and/or collector streets~~, and

(ii) In ~~R~~residential subdivisions, all lots adjacent to an arterial street identified on the Roadway Plan shall comply with Article VI, Section 8 of the Composite Zoning Ordinance which requires these lots to also have frontage on a local street. Vehicular access to these lots shall be from the local street only. Non-residential lots with double frontage shall have off-set access points to inhibit cut-through traffic.

ARTICLE VI, SECTION 8 OF THE COMPOSITE ZONING ORDINANCE

FIGURE P

SINGLE-FAMILY & TWO-FAMILY
LOTS FACING MAJOR ARTERIAL ROADWAY

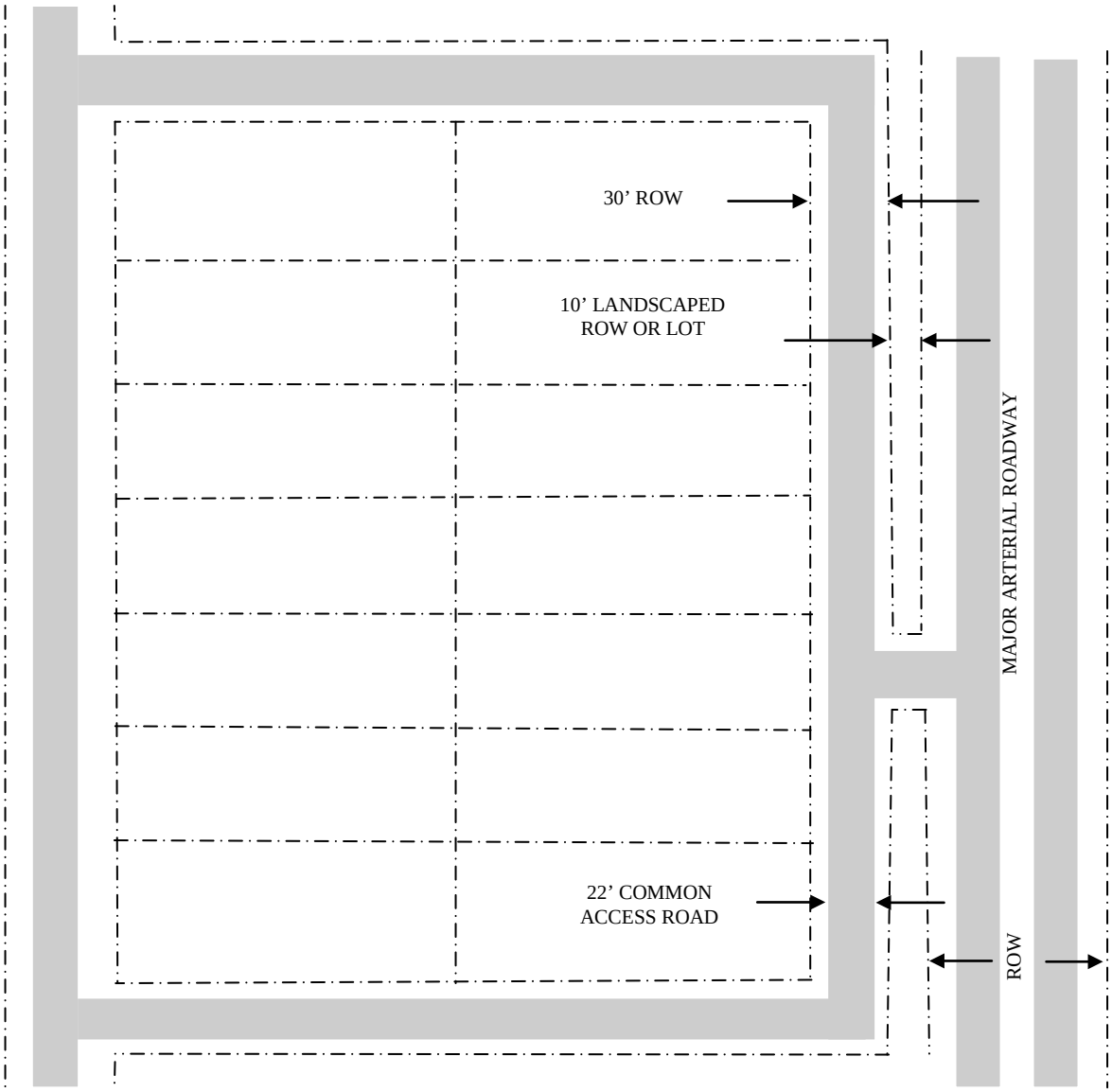
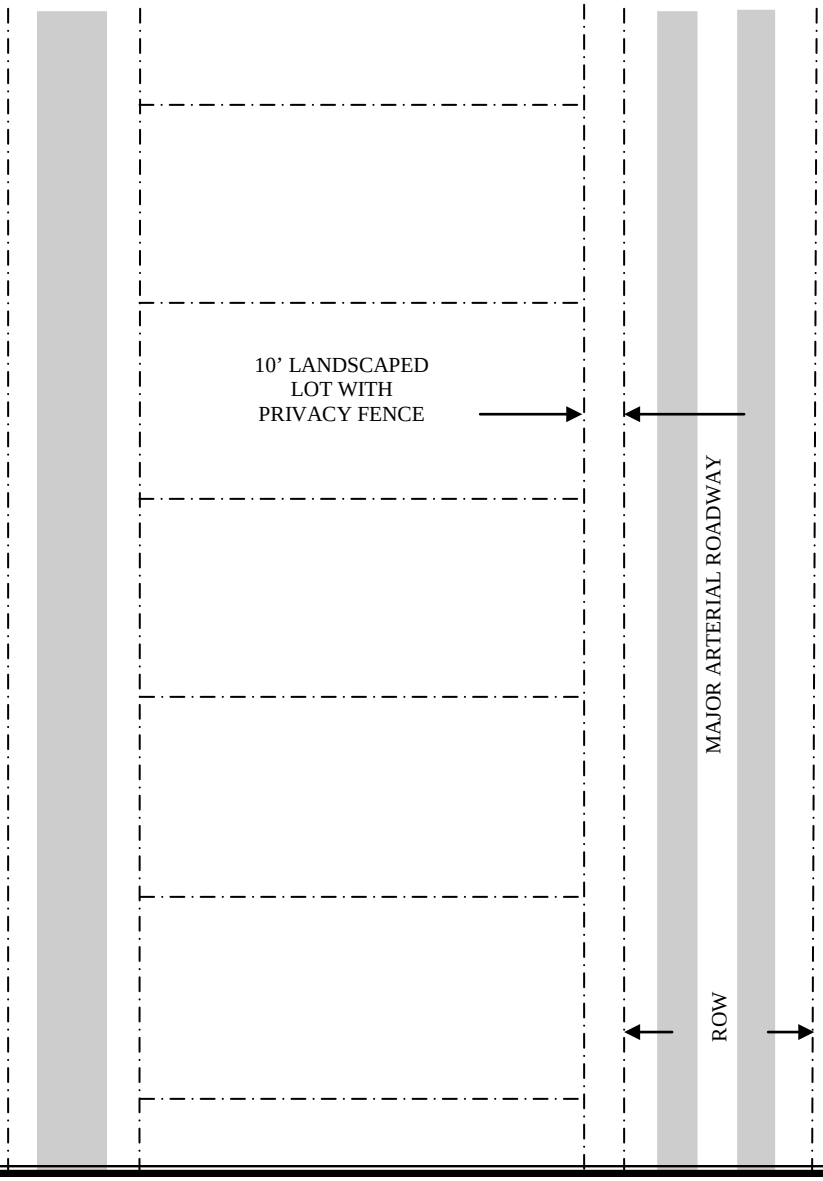


FIGURE Q

SINGLE-FAMILY & TWO-FAMILY -LOTS BACKING UP TO MAJOR ARTERIAL ROADWAY



ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS AMENDING SECTIONS OF CHAPTER 10, THE SUBDIVISION ORDINANCE, TO ADD PROVISIONS FOR TEMPORARY STOCKPILING OF FILL MATERIAL, TO ADD PROVISIONS FOR TRAIL CORRIDORS, AND TO MODIFY THE EXCEPTIONS ASSOCIATED WITH BLOCK WIDTH REQUIREMENTS, PROVIDING A SEVERABILITY CLAUSE, PROVIDING SAVINGS, EFFECTIVE DATE AND OPEN MEETINGS CLAUSES, AND PROVIDING FOR RELATED MATTERS.

Whereas, the City Council held a public hearing on the proposed amendments to Chapter 10, Leander Code of Ordinances; and

Whereas, the City Council at a public hearing has considered the proposed amendments and finds that the amendments are reasonable and necessary to protect the health, safety, and welfare of the present and future residents of the City;

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

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

Section2. **Amendment of Article II, Sections 23 (c) (7) – (15).**Article II, Sections 23 (c)(7) through (15) of Chapter 10, Exhibit A of the Code of Ordinances (the "Subdivision Ordinance") are hereby amended in their entirety to read as follows:

(7) Fill Material Storage. The location of the fill material pile, which must comply with Section 48 of this Ordinance.

(8) Street Lighting. The location, size, type and description of streetlights according to City Standard Details and Specifications.

(9) Street Signs. The location, size, type and description of street signs according to City Standard Details and Specifications.

(10) Speed Limit Signs and Permanent Traffic Barricades. The location, size (where applicable), and type of speed limit signs and permanent traffic barricades according to City Standard Details and Specifications.

(11) Sidewalks. The location, size and type of sidewalks and pedestrian ramps according to City Standard Details and Specification.

(12) Improvements for Parks and other Public and Common Areas - as identified and/or approved on the Preliminary Plat.

(13) The location, size and description of all Significant Trees (to remain and to be removed), and Replacement Trees to meet the requirements of this Ordinance.

(14) Landscaping and Screening. The location, size and description of all landscaping and

screening materials as required by the Composite Zoning Ordinance.

(15) Design Criteria. Final design criteria, reports, calculations, and all other related computations, if not previously submitted with the Preliminary Plat.

Section 3. **Amendment of Article II, Section 23(c)**. Section 23(c), Article II of the Subdivision Ordinance is hereby amended by adding subsection (16) to read as follows:

(16) Cost Estimates. A cost estimate of each required improvement, prepared, signed and sealed by a professional engineer licensed to practice in the State of Texas.

Section 4. **Amendment of Article III, Section 42 (b) (2).** Article III, Section 42 (b) (2) of the Subdivision Ordinance is hereby amended in its entirety to read as follows:

(2) Additional street and trail design standards shall be as follows:

(i) All streets and trails shall be planned to properly integrate with the existing and proposed system of local, collector and arterial streets and trails and shall conform to the Roadway Plan. Arterial streets shall be provided to the extent that such streets are roughly proportional to the projected impact of the proposed development. Prior to the consideration of an action on a subdivision plan or plat, staff shall prepare, and the City Engineer shall review and approve, an individualized determination providing a rough proportionality assessment and a determination of whether the required dedication(s), payment of fees or construction costs, and/or improvement of infrastructure set forth in the determination is roughly proportionate to the impact of the proposed subdivision. The determination shall include, but shall not necessarily be limited to, a comparison of the percentage of land within a subdivision to be dedicated for an arterial roadway with the percentage of land in the City and ETJ designated on the Roadway Plan as arterial roadways. The analysis shall include the entire tract of land contained within the initial subdivision application required by the City and shall include existing roadways outside of the land as deemed appropriate by the City Engineer. If the individualized determination demonstrates that the proposed street dedication is not roughly proportional to the impact of the proposed subdivision, the additional right-of-way needed to comply with the Roadway Plan that exceeds the limits of rough proportionality shall be shown as "Reserved Street ROW" on the face of the plat or plan.

(ii) Local streets shall be designed so as to calm traffic and discourage "cut through" traffic including the following:

a) Residential collector streets shall be preferred over neighborhood collector streets in proposed residential areas.

b) Straight sections of local streets and collector streets with single family or two family lots fronting on them shall not exceed one thousand three hundred (1,300) feet in length unless other traffic calming design is utilized as approved by the City or unless such design is approved by the City Engineer.

(iii) Streets and trails shall be extended to the boundary lines of the tract as necessary for eventual extension to the adjacent tract(s) to ensure that block lengths do not, in general, exceed the limits defined by this ordinance and to provide access to adjacent property.

(iv) Provisions shall be made for the appropriate extension of existing and proposed streets and trails. Streets and trails intended to be extended from an adjacent tract shall be extended.

(v) Street and trail right-of-way shall be dedicated with the plat, and the street and trail shall be constructed with the subdivision improvements for the plat, for the full length and/or width of the lots in the subdivision adjacent to such street and trail, unless otherwise approved by the City Engineer.

Section 5. **Amendment of Article III, Section 45 (a) (4).** Article III, Section 45 (a) (4) of the Subdivision Ordinance is hereby amended in its entirety to read as follows:

(4) The width of blocks shall be sufficient to accommodate two (2) tiers of lots with minimum depth as required by this Section. Exceptions to this width shall be permitted in blocks adjacent to arterial or collector streets identified on the Roadway Plan if a landscape lot is provided adjacent to the arterial or collector street and screening is provided in compliance with screening requirements listed in Article VI, Section 8 of the Composite Zoning Ordinance, or in blocks adjacent to railroads, waterways, or other topographical features prohibiting a second lot tier.

Section 6. **Amendment of Article III, Section 45 (b) (10).** Article III, Section 45 (b) (10) of the Subdivision Ordinance is hereby amended in its entirety to read as follows:

(10) Double (reverse) Frontage Lots.

(i) Single family or two family residential lots shall not have double frontage, and

(ii) In residential subdivisions, all lots adjacent to an arterial street identified on the Roadway Plan shall comply with Article VI, Section 8 of the Composite Zoning Ordinance which requires these lots to also have frontage on a local street. Vehicular access to these lots shall be from the local street only. Non-residential lots with double frontage shall have off-set access points to inhibit cut-through traffic.

Section 7. **Amendment of Article III.** Article III of the Subdivision Ordinances is hereby amended by adding Section 48, to be entitled "Temporary Storage of Fill Material", to read as follows:

Section 48. Temporary Storage of Fill Material.

Fill material originating from the land that is the subject of a subdivision application may be temporarily stored on said land provided that the developer complies at all times with the following requirements:

(a) The fill material shall be stored at the location shown on the approved construction plans.

(b) The fill material shall consist of earthen material originating from the subdivision only, shall remain free from debris, and shall be suitable for use as fill material on the future phases of the subdivision. The fill material may not include any material from outside of the subdivision.

(c) Storage of the fill material shall comply with the Storm Water Pollution Prevention Plan and other sedimentation and erosion controls adopted by the Texas Commission on Environmental Quality.

(d) The fill material will be placed and stored in such manner so that it is stable, with the side slopes no steeper than a 3:1 (h:v) slope.

(e) The fill material will be located so as not to disturb any wetland areas that may exist in the subdivision, and will be placed in a manner and location so as not to adversely affect the natural course of drainage across the land or impede drainage from neighboring properties.

(f) Fiscal surety that complies with Section 28 of this Ordinance in an amount equal to 110% of the cost of removal of the fill material will be filed with the City prior to the acceptance of the subdivision that generates the fill material. The fiscal surety will be based on an estimate prepared by the engineer for the subdivision and approved by the City Engineer.

(g) The height of the fill material shall not exceed ten (10') feet.

(h) The location of the fill material must comply with the following setback requirements:

(1) 400' setback from major roadways as identified on the Roadway Plan;

(2) 100' setback from all other roadways platted at the time of the fill material pile approval; and

(3) 100' setback from residential structures.

(4) The setback requirements may be reduced by twenty-five (25%) percent if screening of the fill material is provided. Screening includes a six (6') foot privacy fence constructed of cedar with steel posts sunk in concrete. The smooth side of the fence shall face away from the fill material.

(i) Permission to store fill material in the subdivision will expire and terminate in the event that a preliminary plat, construction plans, or a final plat for any portion of the land expires, or at such time that the improvements for the last phase of the subdivision are accepted.

Section 8. **Amendment of the Definition of "Arterial Street".** The definition of "arterial street" in Section 1 of the Subdivision Ordinance is hereby amended in its entirety to read as follows:

Arterial Street means a street designed to provide connections between municipalities or major highways. Such street may also be referred to a as a "major arterial street" or "major arterial roadway" in other sections of the Code of Ordinances.

Section 9. **Amendment of Section 28.** Section 28 of the Subdivision Ordinance is hereby amended by the addition of subsection 28(g)(4)(ix) to read as follows:

(ix) A fiscal surety meeting the requirements of Section 48(f), if required by that Section.

Section 9. **Conflicting Ordinances.** Exhibit "A", Chapter 10, Leander Code of Ordinances is amended as provided herein. All ordinances or parts thereof conflicting or inconsistent with the provisions of this ordinance as adopted herein, are hereby amended to the extent of such conflict. In the event of a conflict or inconsistency between this ordinance and any other code or ordinance of the City, the terms and provisions of this ordinance shall govern.

Section 10. **Savings Clause.** All rights and remedies of the City of Leander are expressly saved as to any and all violations of the provisions of any ordinances affecting subdivision within the City which have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

Section 11. **Effective Date.** This ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Tex. Loc. Gov't. Code and the City Charter.

Section 12. **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 13. **Open Meetings.** It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act.

PASSED AND APPROVED on the 1st day of May, 2014.

THE CITY OF LEANDER, TEXAS	**ATTEST:**
_____	_____
Christopher Fielder, Mayor	Debbie Haile, City Secretary

e) Consider Action

Commissioner Sokol moved to approve the amendments to the Leander Roadway Plan, Commissioner Wixson seconded the motion. Motion passed unanimously.

9. Subdivision Ordinance Case 14-OR-001: Hold a public hearing and consider action on amendments to the Subdivision Ordinance, to add provisions for temporary stockpiling of materials, to add provisions for trail corridors, and to modify the exceptions associated with block width requirements.
Planning Department

a) Staff Presentation

Robin Griffin, Senior Planner, discussed the amendments to the Subdivision Ordinance.

b) Open Public Hearing

Chairman Seiler opened the public hearing.
No one wished to speak.

c) Close Public Hearing

Chairman Seiler closed the public hearing.

d) Discussion

Discussion took place

e) Consider Action

Commissioner Wixson moved to approve the amendments to the Subdivision Ordinance with the following addition to Article III, Section 48 (h):

(4) The setback requirements may be reduced by twenty-five (25%) percent if screening of the fill material is provided. Screening includes a six (6') foot privacy fence constructed of cedar with steel posts sunk in concrete. The smooth side of the fence shall face away from the fill material.

Commissioner Allen seconded the motion. Motion passed unanimously.

10. Meeting adjourned at **8:33 pm**

_____
Chairman Seiler

ATTEST: _____
Ellen Pizalate, P & Z Secretary

Executive Summary

May 01, 2014

Agenda Subject: Comprehensive Plan Case 14-CPA-001: Hold a public hearing and consider action on amendments to the Leander Roadway Plan as set forth in the Comprehensive Plan.

Background: Staff is proposing the following amendments to the Roadway Plan:

1. Changing the name from Roadway Plan to Transportation Plan
2. Adding:
   - Secondary Trail Corridors
   - Kauffman Loop (south of the intersection of Ronald W. Reagan Blvd and W SH 29)
   - A2 (Connecting Old 2243 W to Nameless Rd)
   - North/South Connector between South St. and Hero Way
3. Realigning:
   - A1
   - C2 aka Collaborative Way
   - East Crystal Falls Pkwy
4. Removing:
   - CR 267 (west of Ronald Reagan Blvd)
   - CR 268 (east of Ronald Reagan Blvd & south of SH 29)
   - CR 270 (north of E. San Gabriel Pkwy)
   - Parkside Pkwy (east of the intersection of CR 175 and Journey Pkwy)
5. Updating roadway names to reflect new names adopted by City Council or new roadways that were recently platted
6. Increasing the width of sidewalks/trails and adding sidewalks/trails

Origination: Planning Department

Financial Consideration: None

Recommendation: Staff recommends approval. The Planning & Zoning Commission unanimously recommended approval at the April 24, 2014 meeting.

Attachments:

1. Current Roadway Plan
2. Proposed Transportation Plan
3. Proposed Matrix
4. Ordinance
5. Minutes - Planning & Zoning Commission April 24, 2014

Prepared By: Tom Yantis, AICP
Development Services Director 04/25/2014

City Of Leander, Texas
2007 ROADWAY PLAN
Revision 5

City Limits

E.T.J.

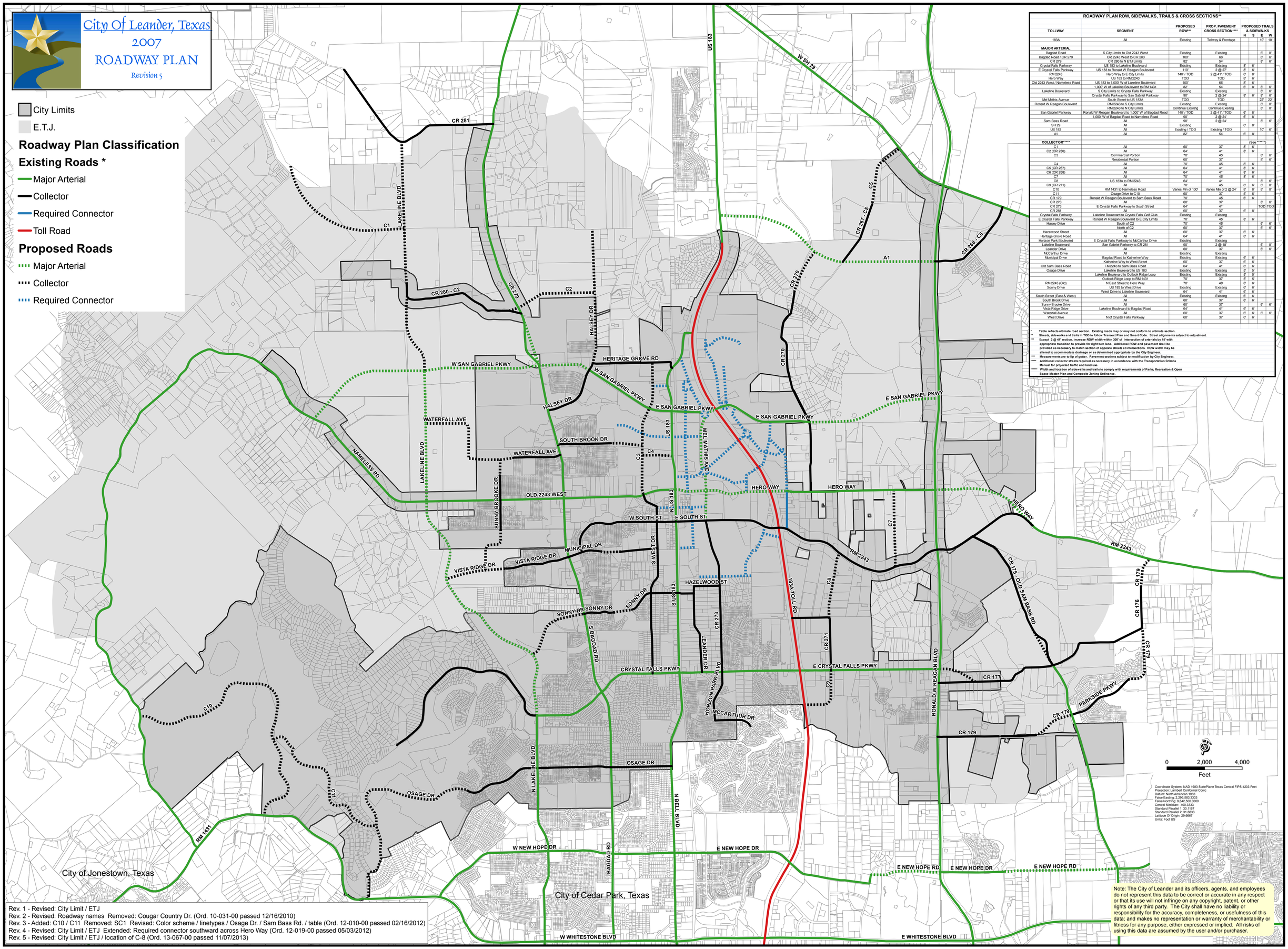
Roadway Plan Classification

Existing Roads *

- Major Arterial
- Collector
- Required Connector
- Toll Road

Proposed Roads

- Major Arterial
- Collector
- Required Connector



ROADWAY PLAN ROW, SIDEWALKS, TRAILS & CROSS SECTIONS**

TOLLWAY	SEGMENT	PROPOSED ROW***	PROP. PAVEMENT CROSS SECTION****	PROPOSED TRAILS & SIDEWALKS N	S	E	W
183A	All	Existing	Tollway & Frontage			10'	10'
MAJOR ARTERIAL							
Bagdad Road	S City Limits to Old 2243 West	Existing	Existing			6'	8'
Bagdad Road / CR 279	Old 2243 West to CR 280	100'	66'			8'	6'
CR 279	CR 280 to N E.T.J Limits	82'	54'			8'	6'
Crystal Falls Parkway	US 183 to Lakeline Boulevard	Existing	Existing	8'	6'		
E Crystal Falls Parkway	US 183 to Ronald W Reagan Boulevard	110'	2 @ 27'	8'	6'		
RM 2243	Hero Way to E City Limits	140' / TOD	2 @ 41' / TOD	6'	8'		
Hero Way	US 183 to RM 2243	TOD	TOD	8'	6'		
Old 2243 West / Nameless Road	US 183 to 1,000' W of Lakeline Boulevard	100'	66'	8'	6'		
	1,000' W of Lakeline Boulevard to RM 1431	82'	54'	6'	8'	8'	6'
Lakeline Boulevard	S City Limits to Crystal Falls Parkway	Existing	Existing			6'	6'
	Crystal Falls Parkway to San Gabriel Parkway	90'	2 @ 24'	8'	6'	8'	6'
Mel Mathis Avenue	South Street to US 183A	TOD	TOD			22'	22'
Ronald W Reagan Boulevard	RM 2243 to S City Limits	Existing	Existing			8'	8'
	RM 2243 to N City Limits	Continue Existing	Continue Existing			8'	8'
San Gabriel Parkway	Ronald W Reagan Boulevard to 1,000' W of Bagdad Road	140' / TOD	2 @ 41' / TOD	6'	8'		
	1,000' W of Bagdad Road to Nameless Road	90'	2 @ 24'	6'	8'		
Sam Bass Road	All	90'	2 @ 24'			8'	6'
SH 29	All	Existing		6'	8'		
US 183	All	Existing / TOD	Existing / TOD			10'	6'
A1	All	82'	54'	6'	8'		
COLLECTOR*****				(See ********)			
C1	All	60'	37'	8'	6'		
C2 (CR 280)	All	64'	41'	8'	6'		
C3	Commercial Portion	70'	45'			8'	6'
	Residential Portion	60'	37'			8'	6'
C4	All	70'	45'	8'	6'		
C5 (CR 267)	All	64'	41'	8'	6'		
C6 (CR 268)	All	64'	41'	8'	6'		
C7	All	70'	45'	8'	6'		
C8	US 183A to RM 2243	64'	41'			8'	6'
C9 (CR 271)	All	70'	45'	8'	6'	6'	8'
C10	RM 1431 to Nameless Road	Varies Min of 100'	Varies Min of 2 @ 24'	8'	8'	8'	8'
C11	Osage Drive to C10	60'	37'	5'	5'		
CR 179	Ronald W Reagan Boulevard to Sam Bass Road	70'	45'	6'	6'		
CR 270	All	60'	37'			8'	6'
CR 273	E Crystal Falls Parkway to South Street	64'	41'			TOD	TOD
CR 281	All	60'	37'	6'	8'		
Crystal Falls Parkway	Lakeline Boulevard to Crystal Falls Golf Club	Existing	Existing				
E Crystal Falls Parkway	Ronald W Reagan Boulevard to E City Limits	70'	45'	8'	6'		
Halsey Drive	South of C2	70'	45'			6'	6'
	North of C2	60'	37'			6'	6'
Hazelwood Street	All	60'	37'	6'	6'		
Heritage Grove Road	All	64'	41'	8'	6'		
Horizon Park Boulevard	E Crystal Falls Parkway to McCarthur Drive	Existing	Existing				
Lakeline Boulevard	San Gabriel Parkway to CR 281	90'	2 @ 18'			6'	6'
Leander Drive	All	60'	37'			6'	6'
McCarthur Drive	All	Existing	Existing				
Municipal Drive	Bagdad Road to Katherine Way	Existing	Existing	6'	6'		
	Katherine Way to West Street	60'	37'	6'	6'		
Old Sam Bass Road	FM 2243 to Sam Bass Road	64'	41'	8'	6'		
Osage Drive	Lakeline Boulevard to US 183	Existing	Existing	5'	5'		
	Lakeline Boulevard to Outlook Ridge Loop	Existing	Existing	5'	5'		
	Outlook Ridge Loop to RM 1431	70'	37'	5'	5'		
RM 2243 (Old)	N East Street to Hero Way	70'	48'	8'	6'		
Sonny Drive	US 183 to West Drive	Existing	Existing	6'	6'		
	West Drive to Lakeline Boulevard	64'	41'	6'	6'		
South Street (East & West)	All	Existing	Existing	6'	6'		
South Brook Drive	All	60'	37'	6'	6'		
Sunny Brooke Drive	All	60'	37'			6'	6'
Vista Ridge Drive	Lakeline Boulevard to Bagdad Road	64'	41'	6'	6'		
Waterfall Avenue	All	60'	37'	6'	6'	6'	6'
West Drive	N of Crystal Falls Parkway	60'	37'	6'	6'		

* Table reflects ultimate road section. Existing roads may or may not conform to ultimate section.
** Streets, sidewalks and trails in TOD to follow Transect Plan and Smart Code. Street alignments subject to adjustment.
*** Except 2 @ 41' section, increase ROW width within 300' of intersection of arterials by 15' with appropriate transition to provide for right turn lane. Additional ROW and pavement shall be provided as necessary to match section of opposite streets at intersections. ROW width may be altered to accommodate drainage or as determined appropriate by the City Engineer.
**** Measurements are to lip of gutter. Pavement sections subject to modification by City Engineer.
***** Additional collector streets required as necessary in accordance with the Transportation Criteria Manual for projected traffic and land use.
****** Width and location of sidewalks and trails to comply with requirements of Parks, Recreation & Open Space Master Plan and Composite Zoning Ordinance.

Rev. 1 - Revised: City Limit / ETJ
Rev. 2 - Revised: Roadway names Removed: Cougar Country Dr. (Ord. 10-031-00 passed 12/16/2010)
Rev. 3 - Added: C10 / C11 Removed: SC1 Revised: Color scheme / linetypes / Osage Dr. / Sam Bass Rd. / table (Ord. 12-010-00 passed 02/16/2012)
Rev. 4 - Revised: City Limit / ETJ Extended: Required connector southward across Hero Way (Ord. 12-019-00 passed 05/03/2012)
Rev. 5 - Revised: City Limit / ETJ / location of C-8 (Ord. 13-067-00 passed 11/07/2013)

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City Of Leander, Texas

Transportation Plan

City Limits

E.T.J.

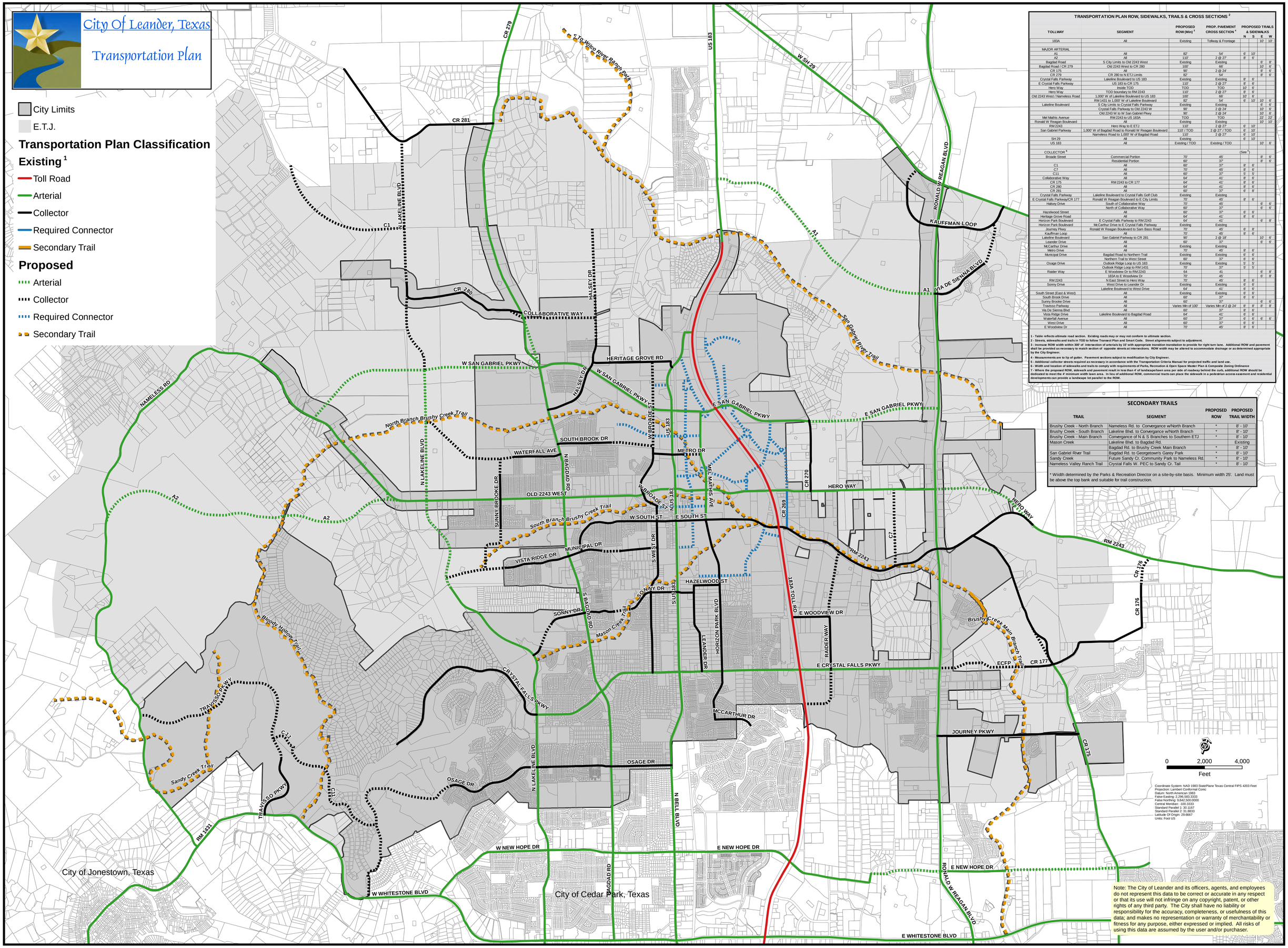
Transportation Plan Classification

Existing [1]

- Toll Road
- Arterial
- Collector
- Required Connector
- Secondary Trail

Proposed

- Arterial
- Collector
- Required Connector
- Secondary Trail



Coordinate System: NAD 1983 StatePlane Texas Central FIPS 4203 Feet
Projection: Lambert Conformal Conic
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False Northing: 9,842,500.0000
Central Meridian: -100.3333
Standard Parallel 1: 30.1167
Standard Parallel 2: 31.8833
Latitude Of Origin: 29.6667
Units: Foot US

TRANSPORTATION PLAN ROW, SIDEWALKS, TRAILS & CROSS SECTIONS [2]

TOLLWAY	SEGMENT	PROPOSED ROW (Min) [3]	PROP. PAVEMENT CROSS SECTION [4]	PROPOSED TRAILS & SIDEWALKS N	S	E	W
183A	All	Existing	Tollway & Frontage			10'	10'
MAJOR ARTERIAL							
A1	All	82'	54'	6'	10'		
A2	All	110'	2 @ 27'	8'	6'		
Bagdad Road	S City Limits to Old 2243 West	Existing	Existing			6'	8'
Bagdad Road / CR 279	Old 2243 West to CR 280	100'	66'			10'	6'
CR 175	All	90'	2 @ 24'			8'	6'
CR 279	CR 280 to N ETJ Limits	82'	54'			8'	6'
Crystal Falls Parkway	Lakeline Boulevard to US 183	Existing	Existing	8'	6'		
E Crystal Falls Parkway	US 183 to CR 175	110'	2 @ 27'	8'	6'		
Hero Way	Inside TOD	TOD	TOD	10'	6'		
Hero Way	TOD boundary to RM 2243	110'	2 @ 27'	8'	6'		
Old 2243 West / Nameless Road	1,000' W of Lakeline Boulevard to US 183	100'	66'	10'	6'		
	RM 1431 to 1,000' W of Lakeline Boulevard	82'	54'	6'	10'	10'	6'
Lakeline Boulevard	S City Limits to Crystal Falls Parkway	Existing	Existing			6'	6'
	Crystal Falls Parkway to Old 2243 W	90'	2 @ 24'			10'	6'
	Old 2243 W to W San Gabriel Pkwy	90'	2 @ 24'			10'	6'
Mel Mathis Avenue	RM 2243 to US 183A	TOD	TOD			22'	22'
Ronald W Reagan Boulevard	All	Existing	Existing			10'	10'
RM 2243	Hero Way to E ETJ	110'	2 @ 27'	6'	10'		
San Gabriel Parkway	1,000' W of Bagdad Road to Ronald W Reagan Boulevard	110' / TOD	2 @ 27' / TOD	6'	10'		
	Nameless Road to 1,000' W of Bagdad Road	110'	2 @ 27'	6'	10'		
SH 29	All	Existing		6'	10'		
US 183	All	Existing / TOD	Existing / TOD		10'	6'	
COLLECTOR [5]				(See [6])			
Broade Street	Commercial Portion	70'	45'			8'	6'
	Residential Portion	60'	37'			8'	6'
C1	All	60'	37'	8'	6'		
C7	All	70'	45'	8'	6'		
C11	All	60'	37'	5'	5'		
Collaborative Way	All	64'	41'	8'	6'		
CR 175	RM 2243 to CR 177	64'	41'	8'	6'		
CR 280	All	64'	41'	8'	6'		
CR 281	All	60'	37'	6'	8'		
Crystal Falls Parkway	Lakeline Boulevard to Crystal Falls Golf Club	Existing	Existing				
E Crystal Falls Parkway/CR 177	Ronald W Reagan Boulevard to E City Limits	70'	45'	8'	6'		
Halsey Drive	South of Collaborative Way	70'	45'			6'	6'
	North of Collaborative Way	60'	37'			6'	6'
Hazelwood Street	All	60'	37'	6'	6'		
Heritage Grove Road	All	64'	41'	8'	6'		
Horizon Park Boulevard	E Crystal Falls Parkway to RM 2243	64'	41'			6'	8'
Horizon Park Boulevard	McCarthur Drive to E Crystal Falls Parkway	Existing	Existing				
Journey Pkwy	Ronald W Reagan Boulevard to Sam Bass Road	70'	45'	6'	8'		
Kauffman Loop	All	70'	45'	8'	6'		
Lakeline Boulevard	San Gabriel Parkway to CR 281	90'	2 @ 18'			10'	6'
Leander Drive	All	60'	37'			6'	6'
McCarthur Drive	All	Existing	Existing				
Metro Drive	All	70'	45'	8'	6'		
Municipal Drive	Bagdad Road to Northern Trail	Existing	Existing	6'	6'		
	Northern Trail to West Street	60'	37'	6'	6'		
Osage Drive	Outlook Ridge Loop to US 183	Existing	Existing	5'	5'		
	Outlook Ridge Loop to RM 1431	70'	37'	5'	5'		
Raider Way	E Woodview Dr to RM 2243	64	41			6'	8'
	183A to E Woodview Dr	70'	45'			6'	8'
RM 2243	N East Street to Hero Way	70'	45'	8'	6'		
Sonny Drive	West Drive to Leander Dr	Existing	Existing	6'	6'		
	Lakeline Boulevard to West Drive	64'	41'	6'	6'		
South Street (East & West)	All	Existing	Existing	6'	6'		
South Brook Drive	All	60'	37'	6'	6'		
Sunny Brooke Drive	All	60'	37'			6'	6'
Travisso Parkway	All	Varies Min of 100'	Varies Min of 2 @ 24'	8'	8'	8'	8'
Via De Sienna Blvd	All	60'	37'	8'	6'		
Vista Ridge Drive	Lakeline Boulevard to Bagdad Road	64'	41'	6'	6'		
Waterfall Avenue	All	60'	37'	6'	6'	6'	6'
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1 - Table reflects ultimate road section. Existing roads may or may not conform to ultimate section.
2 - Streets, sidewalks and trails in TOD to follow Transect Plan and Smart Code. Street alignments subject to adjustment.
3 - Increase ROW width within 300' of intersection of arterials by 15' with appropriate transition translation to provide for right turn lane. Additional ROW and pavement shall be provided as necessary to match section of opposite streets at intersections. ROW width may be altered to accommodate drainage or as determined appropriate by the City Engineer.
4 - Measurements are to lip of gutter. Pavement sections subject to modification by City Engineer.
5 - Additional collector streets required as necessary in accordance with the Transportation Criteria Manual for projected traffic and land use.
6 - Width and location of sidewalks and trails to comply with requirements of Parks, Recreation & Open Space Master Plan & Composite Zoning Ordinance
7 - Where the proposed ROW, sidewalk and pavement result in less than 4' of landscape/lawn area per side of roadway behind the curb, additional ROW should be dedicated to meet the 4' minimum width lawn area. In lieu of additional ROW, commercial tracts can place the sidewalk in a pedestrian access easement and residential developments can provide a landscape lot parallel to the ROW.

SECONDARY TRAILS

TRAIL	SEGMENT	PROPOSED ROW	PROPOSED TRAIL WIDTH
Brushy Creek - North Branch	Nameless Rd. to Convergance w/North Branch	*	8' - 10'
Brushy Creek - South Branch	Lakeline Blvd. to Convergance w/North Branch	*	8' - 10'
Brushy Creek - Main Branch	Convergance of N & S Branches to Southern ETJ	*	8' - 10'
Mason Creek	Lakeline Blvd. to Bagdad Rd.		Existing
	Bagdad Rd. to Brushy Creek Main Branch	*	8' - 10'
San Gabriel River Trail	Bagdad Rd. to Georgetown's Garey Park	*	8' - 10'
Sandy Creek	Future Sandy Cr. Community Park to Nameless Rd.	*	8' - 10'
Nameless Valley Ranch Trail	Crystal Falls W. PEC to Sandy Cr. Tail	*	8' - 10'

* Width determined by the Parks & Recreation Director on a site-by-site basis. Minimum width 25'. Land must be above the top bank and suitable for trail construction.

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TRANSPORTATION PLAN ROW, SIDEWALKS, TRAILS & CROSS SECTIONS[2]

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				N	S	E	W
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A2	All	110'	2 @ 27'	8'	6'		
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CR 279	CR 280 to N ETJ Limits	82'	54'			8'	6'
Crystal Falls Parkway	Lakeline Boulevard to US 183	Existing	Existing	8'	6'		
E Crystal Falls Parkway	US 183 to CR 175	110'	2 @ 27'	8'	6'		
Hero Way	Inside TOD	TOD	TOD	10'	6'		
Hero Way	TOD boundary to RM 2243	110'	2 @ 27'	8'	6'		
Old 2243 West / Nameless Road	1,000' W of Lakeline Boulevard to US 183	100'	66'	10'	6'		
	RM 1431 to 1,000' W of Lakeline Boulevard	82'	54'	6'	10'	10'	6'
Lakeline Boulevard	S City Limits to Crystal Falls Parkway	Existing	Existing			6'	6'
	Crystal Falls Parkway to Old 2243 W	90'	2 @ 24'			10'	6'
	Old 2243 W to W San Gabriel Pkwy	90'	2 @ 24'			10'	6'
Mel Mathis Avenue	RM 2243 to US 183A	TOD	TOD			22'	22'
Ronald W Reagan Boulevard	All	Existing	Existing			10'	10'
RM 2243	Hero Way to E ETJ	110'	2 @ 27'	6'	10'		
San Gabriel Parkway	1,000' W of Bagdad Road to Ronald W Reagan Boulevard	110' / TOD	2 @ 27' / TOD	6'	10'		
	Nameless Road to 1,000' W of Bagdad Road	110'	2 @ 27'	6'	10'		
SH 29	All	Existing		6'	10'		
US 183	All	Existing / TOD	Existing / TOD			10'	6'
COLLECTOR [5]				(See [6])			
Broade Street	Commercial Portion	70'	45'			8'	6'
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Horizon Park Boulevard	E Crystal Falls Parkway to RM 2243	64'	41'			6'	8'
Horizon Park Boulevard	McCarthur Drive to E Crystal Falls Parkway	Existing	Existing				
Journey Pkwy	Ronald W Reagan Boulevard to Sam Bass Road	70'	45'	6'	8'		
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Metro Drive	All	70'	45'	8'	6'		
Municipal Drive	Bagdad Road to Northern Trail	Existing	Existing	6'	6'		
	Northern Trail to West Street	60'	37'	6'	6'		
Osage Drive	Outlook Ridge Loop to US 183	Existing	Existing	5'	5'		
	Outlook Ridge Loop to RM 1431	70'	37'	5'	5'		
Raider Way	E Woodview Dr to RM 2243	64	41			6'	8'
	183A to E Woodview Dr	70'	45'			6'	8'
RM 2243	N East Street to Hero Way	70'	45'	8'	6'		
Sonny Drive	West Drive to Leander Dr	Existing	Existing	6'	6'		
	Lakeline Boulevard to West Drive	64'	41'	6'	6'		
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Sunny Brooke Drive	All	60'	37'			6'	6'
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Via De Sienna Blvd	All	60'	37'	8'	6'		
Vista Ridge Drive	Lakeline Boulevard to Bagdad Road	64'	41'	6'	6'		
Waterfall Avenue	All	60'	37'	6'	6'	6'	6'
West Drive	All	60'	37'	6'	6'		
E Woodview Dr	All	70'	45'	8'	6'		

1 - Table reflects ultimate road section. Existing roads may or may not conform to ultimate section.

2 - Streets, sidewalks and trails in TOD to follow Transect Plan and Smart Code. Street alignments subject to adjustment.

3 - Increase ROW width within 300' of intersection of arterials by 15' with appropriate transition transitation to provide for right turn lane. Additional ROW and pavement shall be

4 - Measurements are to lip of gutter. Pavement sections subject to modification by City Engineer.

5 - Additional collector streets required as necessary in accordance with the Transportation Criteria Manual for projected traffic and land use.

6 - Width and location of sidewalks and trails to comply with requirements of Parks, Recreation & Open Space Master Plan & Composite Zoning Ordinance

Replacing Ordinance 12-019-00

ORDINANCE NO. _____

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

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

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

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

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

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

Section 2. **Roadway Plan Adopted.** (a) The City Council hereby adopts the Roadway Plan of the City of Leander (the "Plan") that is spread upon the minutes of this meeting. The Plan shall be kept in the office of the City Secretary and shall be available for public inspection during normal office hours.

(b) The Roadway Plan refers to certain streets as arterial streets, and such streets were referred to as "major arterial streets" in the prior version of the Roadway Plan. References to "major arterial streets" in Chapter 14 of the City's Code of Ordinances (which are the City's zoning regulations) shall mean "arterial streets" identified in the Roadway Plan, until such time that Chapter 14 is amended to change the term "major arterial streets" to "arterial streets".

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

Ordinance and any other code, ordinance, or plan of the City, the terms and provisions of this Ordinance shall govern.

Section 4. **Savings.** All rights and remedies of the City of Leander are expressly saved as to any and all violations of the provisions of any ordinances affecting the Roadway Plan within the City which have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

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

Section 6. **Open Meetings.** It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't. Code*.

PASSED AND APPROVED on this the 1st day of May 2014.

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

_____ _____

Debbie Haile, City Secretary Christopher Fielder, Mayor

7. Zoning Case #14-Z-001: Hold a public hearing and consider action on the rezoning of two parcels of land located along Ronald Reagan Boulevard on the east side, south of High Lonesome Trail and north of CR 264 for 5.52 acres more or less. Parcels #R473782 and R032342. Currently, the property is zoned Interim SFR-1-B (Single-Family Rural) and SFS-2-B (Single-Family Suburban). The property is proposed to be zoned GC-3-B (General Commercial), Leander, Williamson County, Texas. Applicant: SEC Planning, LLC on behalf of Phillip C. Joseph.

a) Staff Presentation

Martin Siwek, Planner, discussed request & surrounding land uses.

b) Applicant Presentation

Peter Verdicchio spoke on the purpose of the zoning.

c) Open Public Hearing

Chairman Seiler opened the public hearing.
No one wished to speak.

d) Close Public Hearing

Chairman Seiler closed the public hearing.

e) Discussion

Some discussion took place

f) Consider Action

Commissioner Wixson moved to approve the staff recommendation of the LC-2-B (Local Commercial) zoning district, Commissioner Anderson seconded the motion. Motion passed unanimously.

8. Comprehensive Plan Case 14-CPA-001: Hold a public hearing and consider action on amendments to the Leander Roadway Plan as set forth in the Comprehensive Plan. Planning Department

a) Staff Presentation

Robin Griffin, Senior Planner, discussed the amendments to the Leander Roadway Plan.

b) Open Public Hearing

Chairman Seiler opened the public hearing.
No one wished to speak.

c) Close Public Hearing

Chairman Seiler closed the public hearing.

d) Discussion

Discussion took place

e) Consider Action

Commissioner Sokol moved to approve the amendments to the Leander Roadway Plan, Commissioner Wixson seconded the motion. Motion passed unanimously.

9. Subdivision Ordinance Case 14-OR-001: Hold a public hearing and consider action on amendments to the Subdivision Ordinance, to add provisions for temporary stockpiling of materials, to add provisions for trail corridors, and to modify the exceptions associated with block width requirements.
Planning Department

a) Staff Presentation

Robin Griffin, Senior Planner, discussed the amendments to the Subdivision Ordinance.

b) Open Public Hearing

Chairman Seiler opened the public hearing.
No one wished to speak.

c) Close Public Hearing

Chairman Seiler closed the public hearing.

d) Discussion

Discussion took place

e) Consider Action

Commissioner Wixson moved to approve the amendments to the Subdivision Ordinance with the following addition to Article III, Section 48 (h):

(4) The setback requirements may be reduced by twenty-five (25%) percent if screening of the fill material is provided. Screening includes a six (6') foot privacy fence constructed of cedar with steel posts sunk in concrete. The smooth side of the fence shall face away from the fill material.

Commissioner Allen seconded the motion. Motion passed unanimously.

10. Meeting adjourned at **8:33 pm**

_____
Chairman Seiler

ATTEST: _____
Ellen Pizalate, P & Z Secretary

AGENDA ITEM # 15

Executive Summary

May 01, 2014

Agenda Subject: Zoning Case #14-Z-001: Hold a public hearing and consider action on the rezoning of two parcels of land located along Ronald Reagan Boulevard on the east side, south of High Lonesome Trail and north of CR 264 for 5.52 acres more or less. Parcels #R473782 and R032342. Currently, the property is zoned Interim SFR-1-B (Single-Family Rural) and SFS-2-B (Single-Family Suburban). The property is proposed to be zoned GC-3-B (General Commercial), Leander, Williamson County, Texas.

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

Origination: Applicant: SEC Planning, LLC on behalf of Phillip C. Joseph.

Financial Consideration: None

Recommendation: See Planning Analysis. The Planning & Zoning Commission unanimously recommended approval of LC-2-B (Local Commercial) per the staff recommendation at the April 24, 2014 meeting.

Attachments:

1. Planning Analysis
2. Current Zoning Map
3. Aerial Map
4. Letter of Intent
5. Ordinance
7. Minutes – Planning & Zoning Commission April 24, 2014

Prepared By: Tom Yantis, AICP
Development Services Director 04/25/2014

PLANNING ANALYSIS

ZONING CASE 14-Z-001
Spenn Tract

GENERAL INFORMATION

Owner: Philip Joseph

Current Zoning: Interim SFS-2-B (Single-Family Suburban)
Interim SFR-1-B (Single-Family Rural) – pending annexation

Proposed Zoning: GC-3-B (General Commercial)

Size and Location: The property is located at 17740 and 17720 Ronald W. Reagan Blvd and is approximately 5.521 acres.

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	SFR-2-B	Under Construction Single-Family Neighborhood (Reagan's Overlook)
EAST	OCL	Developed Single Family Home
SOUTH	Interim SFS-2-B	Developed Single Family Home
WEST	GC-3-C	Non-Developed Commercial Property (proposed Palmera Ridge PUD)

COMPOSITE ZONING ORDINANCE INTENT STATEMENTS

USE COMPONENT:

LC – LOCAL COMMERCIAL:

Features: Any use in LO plus retail sales and services, restaurants, banks, nursery or greenhouse, grocery sales, pharmacies, fitness centers, dance and music academies, artist studio, colleges and universities, bed and breakfast. Hours of operation: 5:00 a.m. to 10:00 Sun.-Thurs., 5:00 a.m. to 11:00 p.m. Fri. and Sat.

Intent: Development of small scale, limited impact commercial, retail, personal services and office uses located in close proximity to their primary customers, which cater to the everyday needs of the nearby residents, and which may be located near residential neighborhoods. Access should be provided by a collector or higher classification street.

GC – GENERAL COMMERCIAL:

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

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

SITE COMPONENT:

TYPE 2:

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

Intent:

(1) The Type 2 site component may be utilized with non-residential developments that are adjacent to a residential district or other more restrictive district to help reduce potential negative impacts to the more restrictive district and to provide for an orderly transition of development intensity.

(2) The Type 2 site component is intended to be utilized for residential development not meeting the intent of a Type 1 site component and not requiring the additional accessory structure or accessory dwelling privileges of the Type 3 site component.

(3) This component is intended to be utilized with the majority of LO and LC use components except those that meet the intent of the Type 1 or Type 3 site component or with any use requiring drive-through service lanes.

(4) This component is generally not intended to be utilized with LI and HI use components except where such component is adjacent to, and not adequately buffered from, residential districts or other more restricted districts, and except as requested by the land owner.

TYPE 3:

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

Intent:

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

ARCHITECTURAL COMPONENTS:

TYPE B

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

Intent:

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

COMPREHENSIVE PLAN STATEMENTS:

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

- Provide Opportunities for coordinated, well-planned growth and development that are consistent with the Comprehensive Plan.
- Plan for continued growth and development that improves the community's overall quality of life and economic viability.
- 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.

ANALYSIS:

The applicant is requesting to rezone the property from Interim SFS-2-B (Single Family Suburban) district and Interim SFR-1-B (Single-Family Rural) to GC-3-B (General Commercial) district. Half of this property is currently subject to a voluntary annexation. This process will run concurrently with the rezoning request. The property is located at the edge of the Town Center node, which is centered at the intersection of Hero Way and Ronald W. Reagan Blvd. The Town Center node encourages a mix of uses including apartments, major commercial and retail, and office uses.

Immediately north of this property is the single family Reagan's Overlook subdivision which is currently under construction, and immediately to the south and east of this property are presently

developed single family homes. West of the property, on the adjacent side of Ronald W. Reagan Blvd is a non-developed GC-3-C zoned district that is currently part of the proposed Palmera Ridge PUD.

The intent statements of the GC component speaks to allowing for small and large scale commercial and retail development uses located in high traffic areas. It also notes that access should be provided through an arterial street, and that the heaviest concentration of this component should be located at intersections of arterial streets.

The proposed Type 3 site component associated with the GC use component permits the use of the outdoor site area for outdoor fuel sales, limited outdoor display and storage or accessory buildings. Permitted outdoor uses include:

- Outdoor Display (limited 30% of the gross floor area of the primary structure)
- Outdoor Storage (limited 20% of the gross floor area of the primary structure)
- Outdoor Fuel Sales
- Overhead Commercial Doors
- Drive-Through Lanes (also permitted in Type 2)

The proposed Type B architectural component requires that 85% of the street facing walls are masonry and the 50% of the overall structure is masonry.

STAFF RECOMMENDATION:

Staff recommends denial of the requested GC-3-B (General Commercial) and approval of LC-2-B (Local Commercial) district. The LC use component permits the development of small scale commercial, retail, personal services and office uses. The intent is for this use component to be located in close proximity to their primary customers, which cater to the everyday needs of the nearby residents, and which may be located near residential neighborhoods. In addition, the Type 2 site component limits the amount of outdoor activity and is an appropriate use located next to residential neighborhoods.

PLANNING ANALYSIS

ZONING CASE 14-Z-001
Spenn Tract

GENERAL INFORMATION

Owner: Philip Joseph

Current Zoning: Interim SFS-2-B (Single-Family Suburban)
Interim SFR-1-B (Single-Family Rural) – pending annexation

Proposed Zoning: GC-3-B (General Commercial)

Size and Location: The property is located at 17740 and 17720 Ronald W. Reagan Blvd and is approximately 5.521 acres.

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	SFR-2-B	Under Construction Single-Family Neighborhood (Reagan's Overlook)
EAST	OCL	Developed Single Family Home
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WEST	GC-3-C	Non-Developed Commercial Property (proposed Palmera Ridge PUD)

COMPOSITE ZONING ORDINANCE INTENT STATEMENTS

USE COMPONENT:

LC – LOCAL COMMERCIAL:

Features: Any use in LO plus retail sales and services, restaurants, banks, nursery or greenhouse, grocery sales, pharmacies, fitness centers, dance and music academies, artist studio, colleges and universities, bed and breakfast. Hours of operation: 5:00 a.m. to 10:00 Sun.-Thurs., 5:00 a.m. to 11:00 p.m. Fri. and Sat.

Intent: Development of small scale, limited impact commercial, retail, personal services and office uses located in close proximity to their primary customers, which cater to the everyday needs of the nearby residents, and which may be located near residential neighborhoods. Access should be provided by a collector or higher classification street.

GC – GENERAL COMMERCIAL:

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

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

SITE COMPONENT:

TYPE 2:

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

Intent:

(1) The Type 2 site component may be utilized with non-residential developments that are adjacent to a residential district or other more restrictive district to help reduce potential negative impacts to the more restrictive district and to provide for an orderly transition of development intensity.

(2) The Type 2 site component is intended to be utilized for residential development not meeting the intent of a Type 1 site component and not requiring the additional accessory structure or accessory dwelling privileges of the Type 3 site component.

(3) This component is intended to be utilized with the majority of LO and LC use components except those that meet the intent of the Type 1 or Type 3 site component or with any use requiring drive-through service lanes.

(4) This component is generally not intended to be utilized with LI and HI use components except where such component is adjacent to, and not adequately buffered from, residential districts or other more restricted districts, and except as requested by the land owner.

TYPE 3:

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

Intent:

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

ARCHITECTURAL COMPONENTS:

TYPE B

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

Intent:

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

COMPREHENSIVE PLAN STATEMENTS:

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

- Provide Opportunities for coordinated, well-planned growth and development that are consistent with the Comprehensive Plan.
- Plan for continued growth and development that improves the community's overall quality of life and economic viability.
- 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.

ANALYSIS:

The applicant is requesting to rezone the property from Interim SFS-2-B (Single Family Suburban) district and Interim SFR-1-B (Single-Family Rural) to GC-3-B (General Commercial) district. Half of this property is currently subject to a voluntary annexation. This process will run concurrently with the rezoning request. The property is located at the edge of the Town Center node, which is centered at the intersection of Hero Way and Ronald W. Reagan Blvd. The Town Center node encourages a mix of uses including apartments, major commercial and retail, and office uses.

Immediately north of this property is the single family Reagan's Overlook subdivision which is currently under construction, and immediately to the south and east of this property are presently

developed single family homes. West of the property, on the adjacent side of Ronald W. Reagan Blvd is a non-developed GC-3-C zoned district that is currently part of the proposed Palmera Ridge PUD.

The intent statements of the GC component speaks to allowing for small and large scale commercial and retail development uses located in high traffic areas. It also notes that access should be provided through an arterial street, and that the heaviest concentration of this component should be located at intersections of arterial streets.

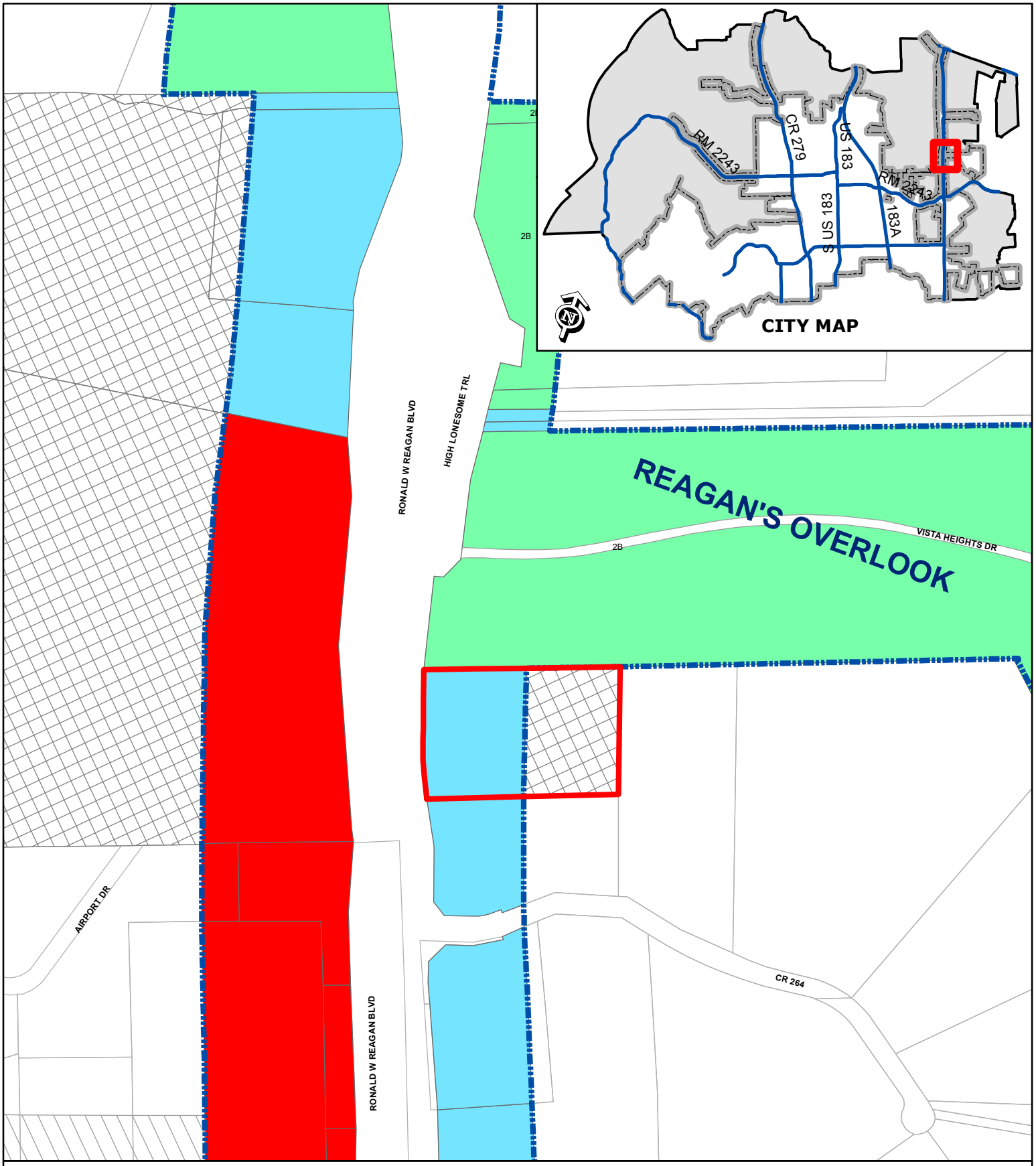
The proposed Type 3 site component associated with the GC use component permits the use of the outdoor site area for outdoor fuel sales, limited outdoor display and storage or accessory buildings. Permitted outdoor uses include:

- Outdoor Display (limited 30% of the gross floor area of the primary structure)
- Outdoor Storage (limited 20% of the gross floor area of the primary structure)
- Outdoor Fuel Sales
- Overhead Commercial Doors
- Drive-Through Lanes (also permitted in Type 2)

The proposed Type B architectural component requires that 85% of the street facing walls are masonry and the 50% of the overall structure is masonry.

STAFF RECOMMENDATION:

Staff recommends denial of the requested GC-3-B (General Commercial) and approval of LC-2-B (Local Commercial) district. The LC use component permits the development of small scale commercial, retail, personal services and office uses. The intent is for this use component to be located in close proximity to their primary customers, which cater to the everyday needs of the nearby residents, and which may be located near residential neighborhoods. In addition, the Type 2 site component limits the amount of outdoor activity and is an appropriate use located next to residential neighborhoods.



ZONING CASE 14-Z-001

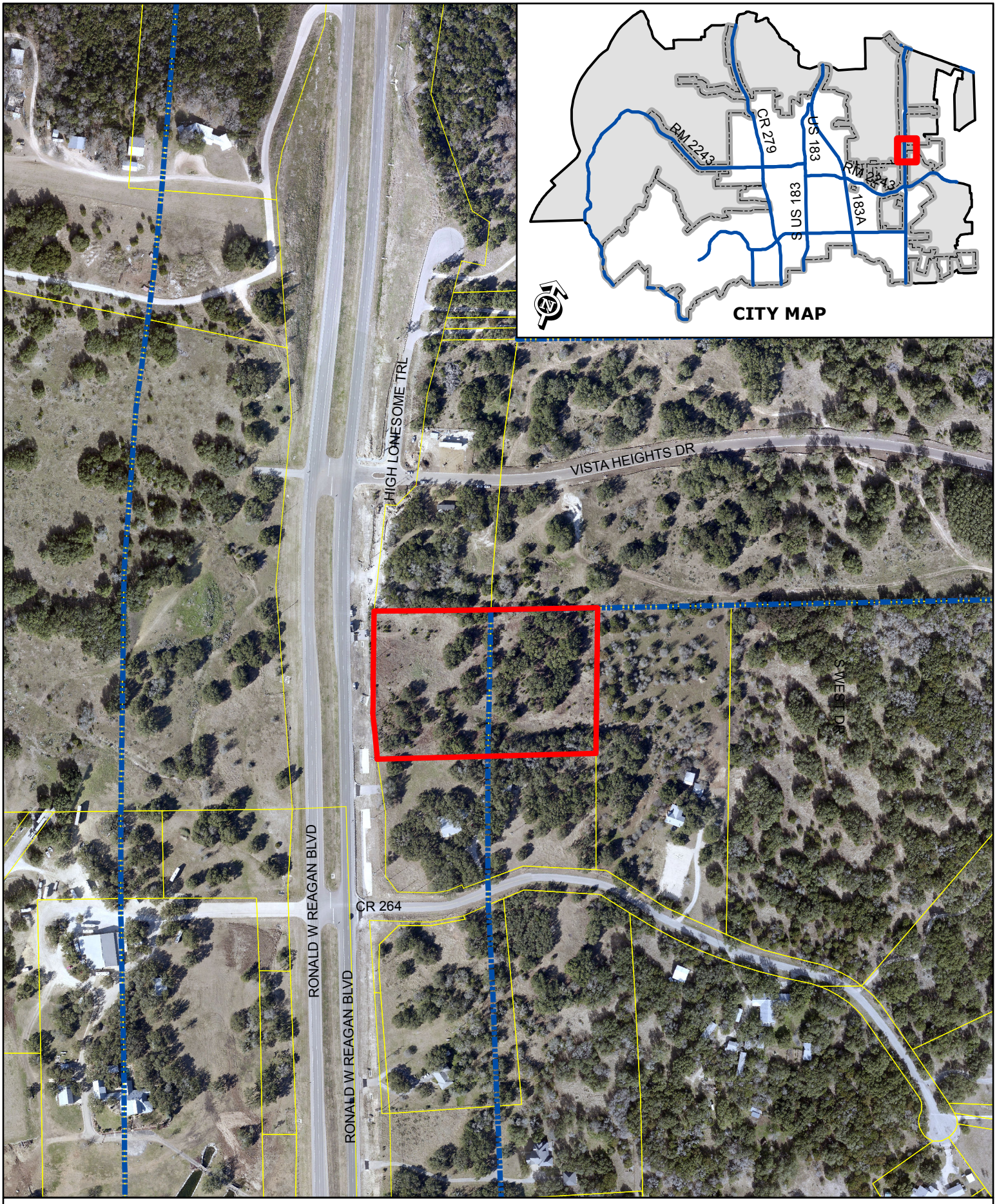
Attachment #2

Current Zoning Map
Spenn Tract

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

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

0 200 400
Feet



ZONING CASE 14-Z-001 Attachment #3

Aerial Exhibit - Approximate Boundaries
Spenn Tract

0 200
Feet

Subject Property
City Limits

ATTACHMENT 4

January 14, 2014

City of Leander Planning Department
104 North Brushy Street
P.O. Box 319
Leander, TX 78646-0319

Re: Description of Property and Letter of Intent

The Spenn Tract is a 5.52 acre tract of land located within the City of Leander and Williamson County, Texas. Approximately 2.82 acres of the property is located within the City of Leander and is currently zoned SFS. The Applicant has submitted a request for voluntary annexation of the remaining 2.70 acres at the time of this request for rezoning of the land within the city limits. It is the Applicant's intent and request to rezone the entire 5.52 acres as GC3B.

The Spenn Tract is located along Ronald Reagan Boulevard south High Lonesome Trail and north of County Road 264. More significantly, the subject tract is 1,800 feet (approximately 0.33 miles north of the Reagan Blvd. & Hero Way intersection. This intersection has been identified within the Leander Comprehensive Plan as a Town Center with a 1 mile radius.

The Town Center encourages high density development that encourages major commercial, retail, office and employment. As such, the Applicant requests GC3B to provide the flexibility of today's market conditions with the long term vision of this intersection node in mind. General Commercial (GC) use allows for a wide range of commercial, retail and commercial service uses in high traffic locations. The property's frontage along Ronald Reagan Blvd. quantifies as a high traffic location

The Site Components Type 3 has been requested to allow uses that may include but not be limited to outdoor animal boarding, outdoor display of landscape materials and overhead service doors. Such allowable uses can accommodate a wide range of retail uses such as a veterinarian/animal boarding, landscape nursery facility or vehicle sales and service. Such uses can meet today's market needs in the area while the Hero Way Town Center Node matures.

The Architectural Components Type B has been requested to provide high building standards and ensure compatibility for the requested non-residential uses to adjacent properties.

The physical conditions of the Spenn Tract are compatible with the requested non-residential use. The tract is general flat with limited tree coverage within 300 feet of Ronald Reagan Blvd. The remaining land further from Ronald Reagan Blvd. contains tree masses and meadows. The property contains no known floodplains, streams or other drainageways.

Thank you for your consideration of this zoning change request. The Applicant believes this location has the potential to become a destination and gateway for Leander.

Sincerely,

Peter Verdicchio, LEED AP, ASLA
Principal

We've Moved!

4201 W. Parmer Lane
Building A, Suite 220
Austin, Texas 78727

www.secplanning.com

ORDINANCE NO #

ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING TWO PARCELS OF LAND FROM INTERIM SFR-1-B (SINGLE-FAMILY RURAL) TO GC-3-B (GENERAL COMMERCIAL); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.

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

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

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

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

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

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

Section 3. Applicability. This ordinance applies to the following parcels of land, which is herein referred to as the "Property." That certain portion of a parcel of land being 5.52 acres, more or less, located in Leander, Williamson County, Texas, being more particularly described in Exhibit "A", legally described as 5.52 acres more or less out of the A. Smith Survey AW0559; more particularly described in Document Number 2013103652 of the Official Public Records of Williamson County, Texas, and identified by tax identification number R473782 and R032342.

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) to GC-3-B (General Commercial).

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

Section 6. Severability. Should any section or part of this ordinance be held unconstitutional, illegal, or invalid, or the application to any person or circumstance for any reasons thereof

ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this ordinance are declared to be severable.

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

PASSED AND APPROVED on First Reading this the 1st day of May, 2014.
FINALLY PASSED AND APPROVED on this the 15th day of May, 2014.

THE CITY OF LEANDER, TEXAS	**ATTEST:**
_____	_____
Christopher Fielder, Mayor	Debbie Haile, City Secretary

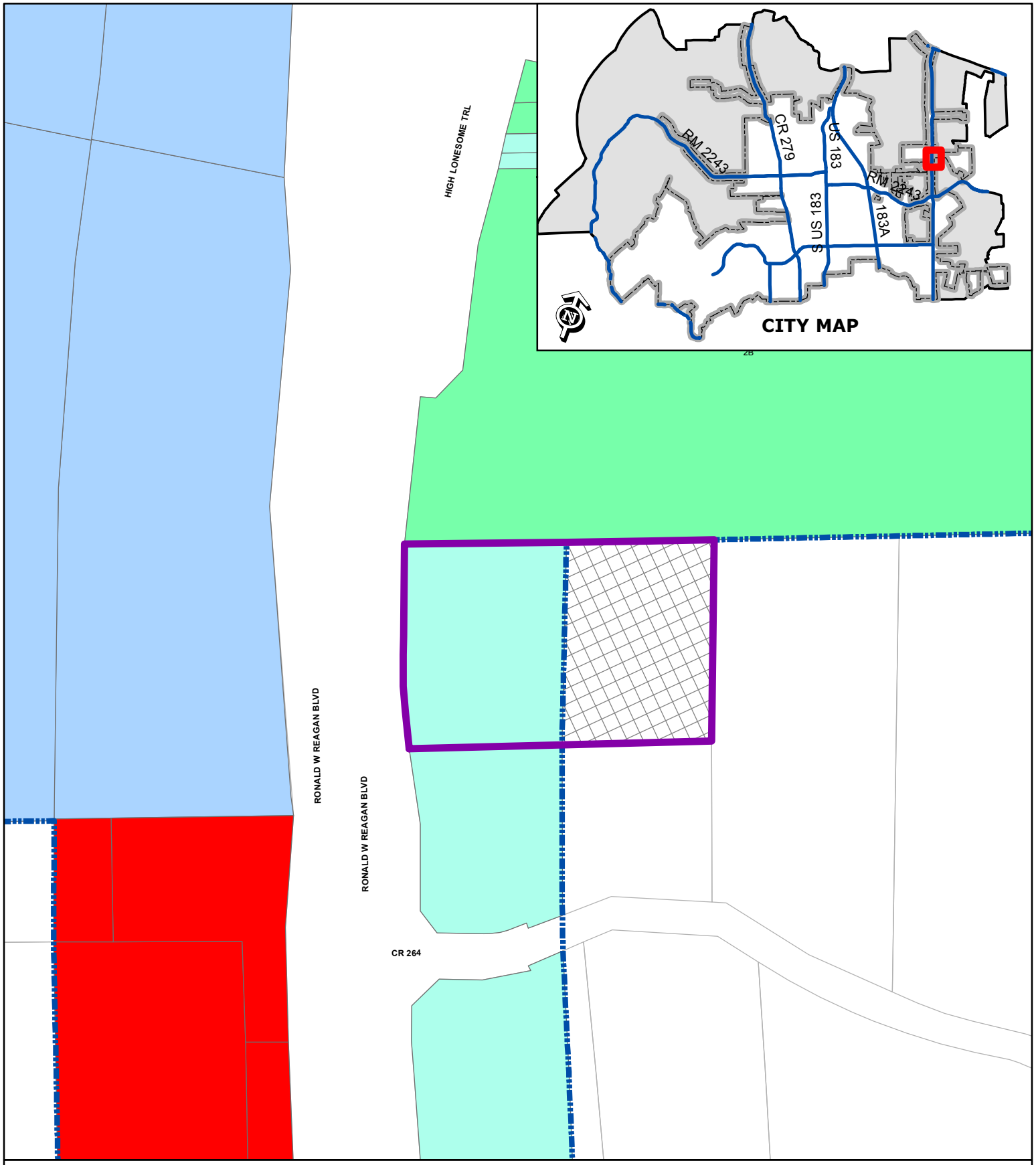


EXHIBIT A

Zoning Case 14-Z-001

Spenn Tract

N

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

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

0 200
Feet

7. Zoning Case #14-Z-001: Hold a public hearing and consider action on the rezoning of two parcels of land located along Ronald Reagan Boulevard on the east side, south of High Lonesome Trail and north of CR 264 for 5.52 acres more or less. Parcels #R473782 and R032342. Currently, the property is zoned Interim SFR-1-B (Single-Family Rural) and SFS-2-B (Single-Family Suburban). The property is proposed to be zoned GC-3-B (General Commercial), Leander, Williamson County, Texas. Applicant: SEC Planning, LLC on behalf of Phillip C. Joseph.

a) Staff Presentation

Martin Siwek, Planner, discussed request & surrounding land uses.

b) Applicant Presentation

Peter Verdicchio spoke on the purpose of the zoning.

c) Open Public Hearing

Chairman Seiler opened the public hearing.
No one wished to speak.

d) Close Public Hearing

Chairman Seiler closed the public hearing.

e) Discussion

Some discussion took place

f) Consider Action

Commissioner Wixson moved to approve the staff recommendation of the LC-2-B (Local Commercial) zoning district, Commissioner Anderson seconded the motion. Motion passed unanimously.

8. Comprehensive Plan Case 14-CPA-001: Hold a public hearing and consider action on amendments to the Leander Roadway Plan as set forth in the Comprehensive Plan. Planning Department

a) Staff Presentation

Robin Griffin, Senior Planner, discussed the amendments to the Leander Roadway Plan.

b) Open Public Hearing

Chairman Seiler opened the public hearing.
No one wished to speak.

c) Close Public Hearing

Chairman Seiler closed the public hearing.

d) Discussion

Discussion took place

Executive Summary

May 01, 2014

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

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

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

Financial Consideration: None

Recommendation: See Planning Analysis. The Planning & Zoning Commission motioned to approve the request with staff recommendations and the motion failed with a five to two vote at the March 27, 2014 meeting. The City Council tabled the request at the April 03. 2014 meeting.

Attachments:

1. Planning Analysis
2. Current Zoning Map
3. Aerial Map
4. Proposed PUD
5. Letter of Intent
6. Ordinance
7. Letters from Neighboring Property Owners
8. Minutes - Planning & Zoning Commission March 27, 2014

Prepared By: Tom Yantis, AICP
Development Services Director 04/04/2014

PLANNING ANALYSIS

ZONING CASE 13-Z-025
HIGHLANDS PUD

GENERAL INFORMATION

Owner: Lookout Development Group LP.

Current Zoning: SFU-2-B (Single-Family Urban)

Proposed Zoning: PUD (Planned Unit Development)

Size and Location: The property is located on the northwest corner of Osage Drive and Highland Trail and is approximately 0.94 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	SFU-2-B	Winkley Elementary School
EAST	LC-2-B	Undeveloped Land Zoned for Local Commercial
SOUTH	SFU-2-B	Established Single-Family Homes (Highlands Neighborhood)
WEST	SFU-2-B	Established Single-Family Homes (Highlands Neighborhood)

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 local office use. In addition, the PUD will prohibit uses, limit hours of operation, determine access and parking locations, increase the landscaping requirements, and establish the architectural standards. 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.

LO – LOCAL OFFICE:

Features: Office, assisted living, day care. Hours of operation: 7:00 a.m. to 10:00 Sun.-Thurs., 7:00 a.m. to 11:00 p.m. Fri. and Sat.

Intent: Development of small scale, limited impact office uses or similar uses which may be located adjacent to residential neighborhoods. Access should be provided by a collector or higher classification street. This component is intended to help provide for land use transitions from local or general commercial or from arterial streets to residential development.

SITE COMPONENT:

TYPE 1:

Features: Accessory buildings greater of 5% of primary building or 120 sq. ft.; 150% of standard landscaping; pedestrian scale signage and lighting; scale of buildings limited; mansion style multi-family; at least eighty-five percent (85%) of multi-family units are required to have at least one enclosed garage parking space; alley access to SFL and SFT; accessory dwellings for SFT and SFE.

Intent:

(1) The Type 1 site component is intended to be utilized typically for non-residential or multi-family developments that have frontage on a local residential street or residential collector street and are bounded by single-family development on at least one side. This component is also intended to be utilized for single-family and two-family residential lots backing up to or siding to a major thoroughfare.

(2) This component ensures that development will not have site intensive uses or large buildings and will ensure that development is designed to a form and scale that is compatible with residential neighborhoods.

ARCHITECTURAL COMPONENT:

TYPE A:

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

Intent:

(1) The Type A architectural component is intended to be utilized for high quality developments or to provide variety as an additional option for portions of a residential development and may be utilized in or adjacent to single-family uses.

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

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.

ANALYSIS:

The applicant is requesting the PUD (Planned Unit Development) district in order to allow for the development of a small professional office or a medical office at this location. The base zoning district for the PUD is LO-1-A (Local Office). The Local Office use component allows for small scale, limited impact office uses located adjacent to residential neighborhoods. This component is intended to provide a land use transition from more intense commercial districts or arterial streets to residential development.

In addition, the Type 1 site component is intended for projects adjacent to residential and ensures that development will not have site intensive uses or large buildings. The form and scale must be designed so that it is compatible with a residential neighborhood. This site component requires a minimum of 150% of the standard landscape requirements for area and plant materials and that the detention/water quality ponds use earthen berms. The Type 1 site component prohibits the following uses:

- Outdoor Display and Storage
- Outdoor Entertainment Venues
- Outdoor Fuel Sales
- Overhead Commercial Doors
- Drive-Through Lanes

The Type A architectural component requires at least eight-five (85%) of the exterior surface area walls are masonry and that there are a minimum of five design features. This component is intended to provide high building standards and ensure compatibility between non-residential and residential uses.

In addition, the applicant is proposing the following additional restrictions:

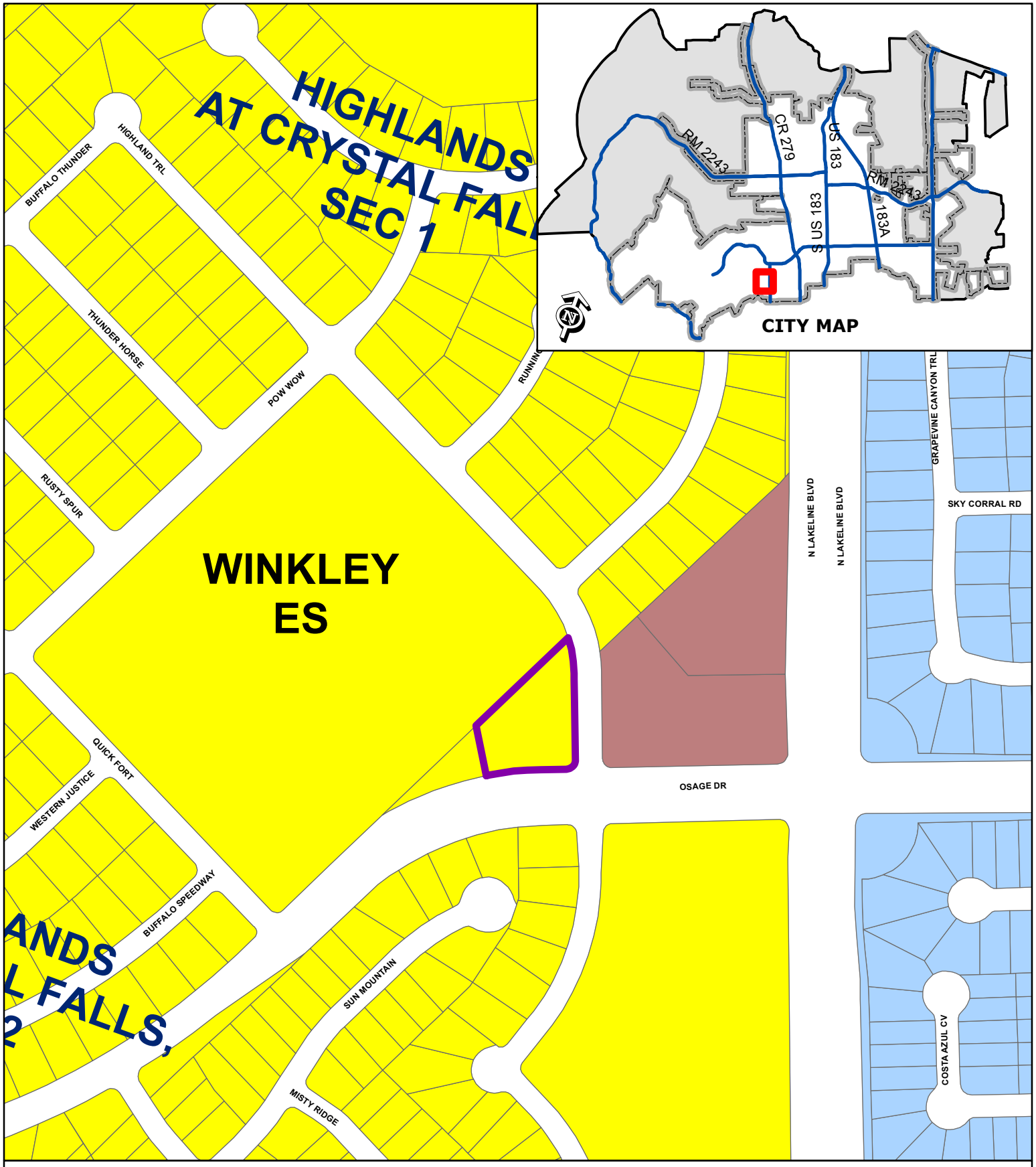
- Business hours shall be no earlier than 8:00 a.m. and no later than 6:00 p.m.
- Access to the parking lot will not be allowed from Highland Trail, but will be allowed through a joint driveway from the mail kiosk site connecting to Osage Drive. The parking will be located behind the structure as shown in the attached PUD Plan.
- The architecture of the building shall be complementary to the single-family neighborhood by having a pitched roof and building massing as depicted in the attached PUD Plan.
- The landscaping and landscape area shall be increased by 50% of the current requirements.

The following uses shall be prohibited:

- Bar, nightclub or private club;
- Entertainment venues including bowling alleys, golf practice ranges, miniature golf establishments, theaters, amusement parks, arcades, arenas, stadiums, gymnasiums, skating rinks, commercial sports venues, indoor shooting range;
- Sexually oriented businesses
- Vehicle and major equipment sales, rental or leasing, repair, body shop
- Animal hospital, veterinarian, animal boarding including a crematory associated with such use on site, or a crematory associated with a cemetery, as long as the crematory stack is located at least two hundred feet (200') from a restaurant, or associated parking, or a residential zoning district (unless such district is utilized for non-residential uses). Any commercial enterprise which includes an outdoor animal yard or any other commercial un-soundproofed animal area containing five or more animals is required to be at least two hundred feet (200') from any residential district (unless such district is utilized for non-residential uses) and is required to be combined with a Type 3, 4 or 5 site component.
- (For lots or tracts three or more acres in size) ranches, dairy farms, stables, riding academies and roping arenas; including the feeding, raising and breeding of agricultural livestock and exotic hoof stock
- Any uses permitted in the HC (Heavy Commercial) use component
- Bingo Parlor
- Pawn Shop
- Tattoo and/or Body Piercing Parlor
- RV, trailer, commercial motor vehicle and boat outdoor storage
- Transportation related facilities including commercial parking lots, passenger terminals, taxi cab stations and mass transit terminals

STAFF RECOMMENDATION:

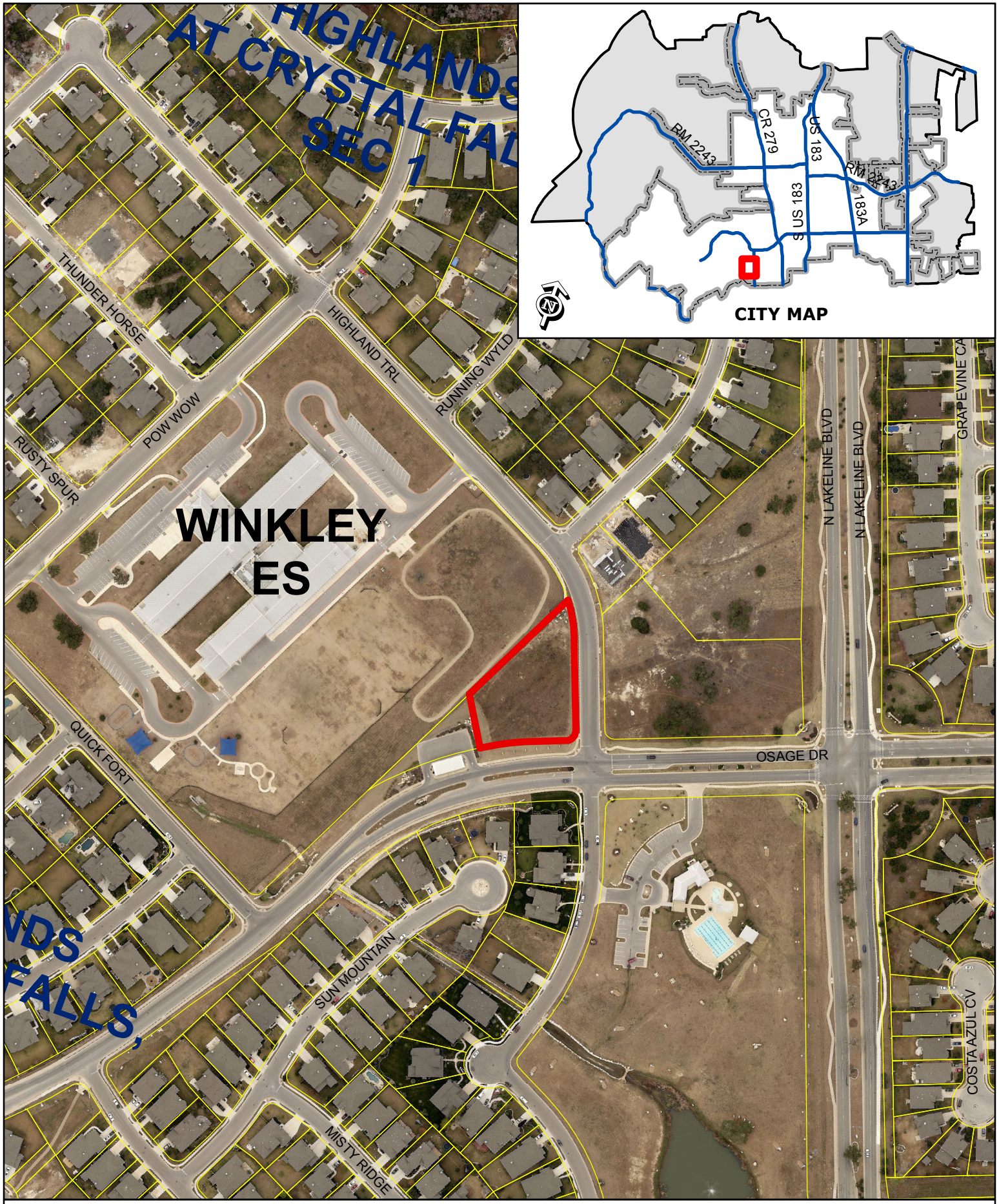
Staff recommends approval of the requested PUD. The LO use component is intended to provide a land use transition from more intense commercial districts or arterial streets to residential development. In addition, the proposed Type 1 site component restricts the size of the buildings and ensures that development is designed to a form and scale that is compatible with residential neighborhoods. The requested PUD meets the intent statements of the Composite Zoning Ordinance and the goals of the Comprehensive Plan.



ZONING CASE 13-Z-025

Attachment #2

Current Zoning Map
Highland Trails PUD



ZONING CASE 13-Z-025 Attachment #3

Aerial Exhibit - Approximate Boundaries
Highland Trails PUD

0 200
Feet

Subject Property
City Limits

CONCEPTUAL

PREPARED BY:
SEC PLANNING, LLC

LOOKOUT GROUP

Notes:

1. Layout is Conceptual.
2. Business hours shall be no earlier than 8am and no later than 6pm. Lighting shall be shielded to ensure no light spillage on surrounding property.
3. No Parcel shall be used for any of the following uses, directly or indirectly:

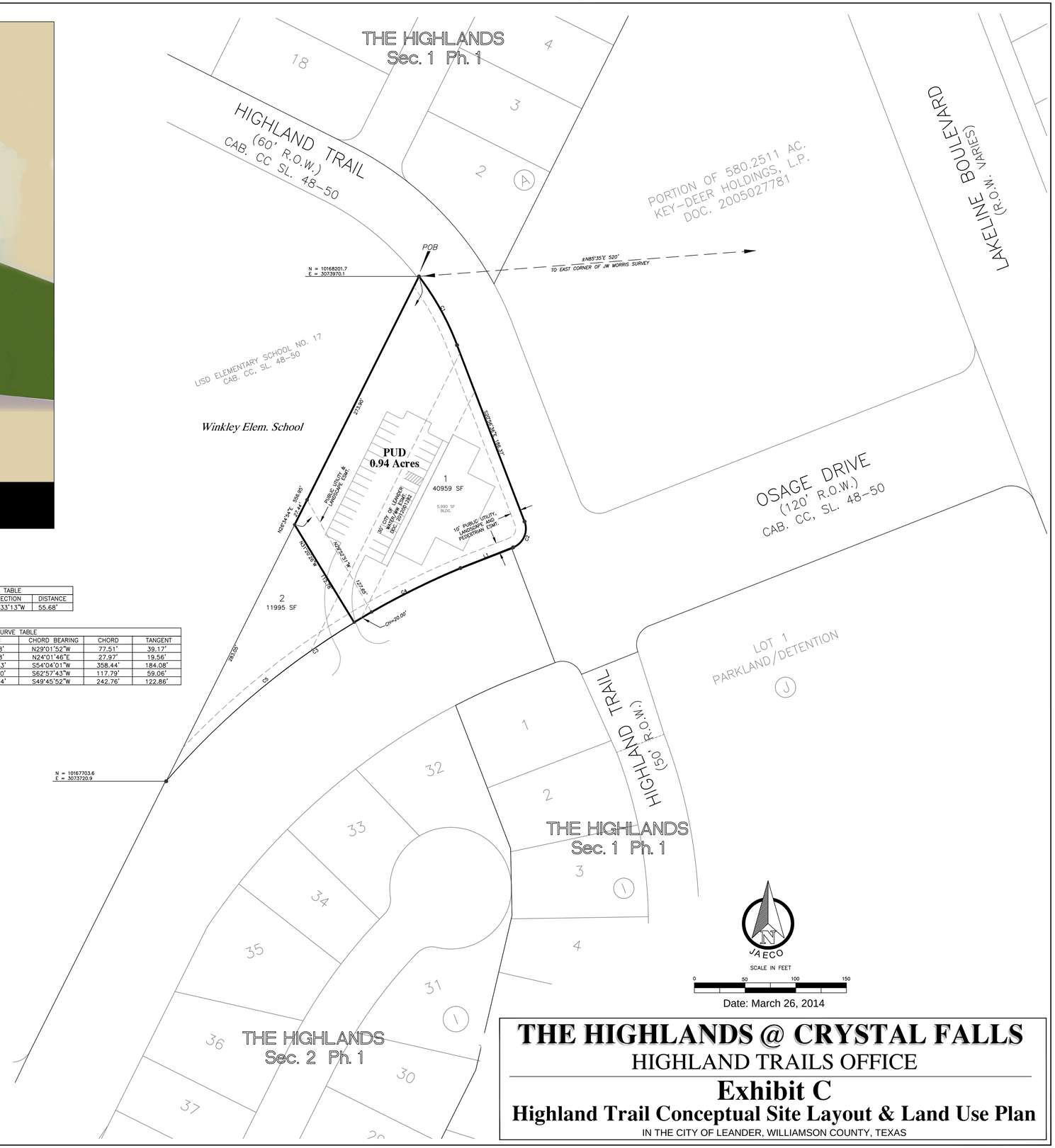
- Bar, nightclub or private club;
- Entertainment venues including bowling alleys, golf practice ranges, miniature golf establishments, theaters, amusement parks, arcades, arenas, stadiums, gymnasiums, skating rinks, commercial sports venues, indoor shooting r ange;
- Sexually oriented businesses;
- Vehicle and major equipment sales, rental or leasing, repair, body shop;
- Animal hospital, veterinarian, animal boarding including a crematory associated with such use on site, or a crematory associated with a cemetery, as long as the crematory stack is located at least two hundred feet (200') from a restaurant, or associated parking, or a residential zoning district (unless such district is utilized for non-residential uses). Any commercial enterprise which includes an out door animal yard or any other commercial un-soundproofed animal area containing five or more animals is required to be at least two hundred feet (200') from any residential district (unless such district is utilized for non-residential uses) and is require d to be combined with a Type 3, 4 or 5 site component;
- (For lots or tracts three or more acres in size) ranches, dairy farms, stables, riding academies and roping arenas; including the feeding, raising and breeding of agricultural livestock and exotic hoof stock;
- Any uses permitted in the LI (Light Industrial) use component;
- Bingo Parlor;
- Pawn Shop;
- Tattoo and/or Body Piercing Parlor;
- RV, trailer, commercial motor vehicle and boat outdoor storage;
- Transportation related facilities including commercial parkin g lots, passenger terminals, taxi cab stations and mass transit terminals

4. No access to the parking lot will be allowed from Highland Trail. Access to the parking lot will be allowed only from Osage Drive through a joint driveway from the mail kiosk site.
5. Parking will be located behind the structure.
6. The architecture of the building shall be complementary to the single-family neighborhood and the structure shall have a pitched roof.
7. The landscaping and the landscape area shall be increased by 50% of the current requirement per Type 1 Site Component regulations for a total of 150% of the requirement.
8. The base zoning district for this PUD shall be LO-1-A. PUD will comply with all architectural, landscape and elevation requirements for City of Leander Zoning Ordinance LO-1-A.

CRYSTAL FALLS II™
The Natural Alternative To Subdivisions

LINE TABLE		
NUMBER	DIRECTION	DISTANCE
L1	S68°33'13"W	55.68'

CURVE TABLE						
NO.	DELTA	RADIUS	ARC	CHORD BEARING	CHORD	TANGENT
C1	16°37'45"	268.00'	77.78'	N29°01'52"W	77.51'	39.17'
C2	88°44'17"	20.00'	30.98'	N24°01'46"E	27.97'	19.56'
C3	26°23'42"	785.00'	361.63'	S54°04'01"W	358.44'	184.08'
C4	8°36'18"	785.00'	117.90'	S62°57'43"W	117.79'	59.06'
C5	17°47'24"	785.00'	243.74'	S49°45'52"W	242.76'	122.86'



Date: March 26, 2014

THE HIGHLANDS @ CRYSTAL FALLS

HIGHLAND TRAILS OFFICE

Exhibit C

Highland Trail Conceptual Site Layout & Land Use Plan

IN THE CITY OF LEANDER, WILLIAMSON COUNTY, TEXAS

C:\Projects-Lookout-Group\Highland-Trail-Office_PUD_157-059-20\Plan\Highland-Tri_Pud-Plan_03-26-14.dwg

ATTACHMENT 5

THE LOOKOUT GROUP

2370 Rice Blvd., Suite 200
Houston, Texas 77005
Tel: 713.524.5263
Fax: 713.524.2807
mycrystalfalls.com

November 8, 2013

Ms. Robin Griffin
Senior Planner, City of Leander
104 North Brushy Street
PO Box 319
Leander, Texas 78646-0319
Fax (512) 528-2729

Re: Letter of Intent for PUD -Highlands at Crystal Falls

Dear Ms. Griffin:

I respectfully request for the City of Leander to consider the attached PUD application located at the intersection of Osage Drive and Highland Trail. The .94 acre tract described in this package is proposed to change from SFU-2-B to a PUD with a base zoning district of LO-1-A. The PUD will impose additional restrictions on the property than the base zoning district of LO-1-A. We will not seek any variances or relief from any of the ordinance requirements laid out in LO-1-A. While the property is currently zoned Single Family, the tract does not fit in the community as a home site. The .94 acre tract does lend itself to become a neighborhood service to serve the residents of the community such as: a small professional office or medical office.

We submit this PUD for the City to review; however, we do not want to initiate the public hearing process until 2014. As part of the ongoing discussions with a group of residents we had a request and have agreed to postpone any of the Planning and Zoning or City Council meetings until after the Holidays. We do wish to work through any City Staff comments ahead of the public hearings in 2014.

You can reach me at (512)260-2066 or mike@mycrystalfalls.com if you have any questions.

Regards,

Michael Siefert, P.E.
Vice President of Construction
The Lookout Development Group, Inc.

ORDINANCE NO #

ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING ONE PARCEL OF LAND FROM SFU-2-B (SINGLE-FAMILY URBAN) 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 0.94 acres, more or less, located in Leander, Williamson County, Texas, being more particularly described in Exhibit "A" and "B", generally located on the northwest corner of Highland Trail and Osage Drive; legally described as 0.94 acres more or less out of the J. W. Morris Survey, more particularly described in Document Number 2007006054, Official Public Records of Williamson County, Texas, and identified by tax identification number R484296.

Section 4. Property Rezoned. The Zoning Ordinance is hereby amended by changing the zoning district for the Property from SFU-2-B (Single-Family Urban) to PUD (Planned Unit Development) known as the Highland Trail PUD. The PUD shall be developed and occupied in accordance with this Ordinance, the PUD plan attached as Exhibit "C", which are hereby adopted and incorporated herein for all purposes, and the Composite Zoning Ordinance to the extent not amended by this Ordinance. 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 1st day of May, 2014.
FINALLY PASSED AND APPROVED on this the 15th day of May, 2014.

THE CITY OF LEANDER, TEXAS	**ATTEST:**
_____	_____
Christopher Fielder, Mayor	Debbie Haile, City Secretary

EXHIBIT A

LOOKOUT PARTNERS
HIGHLANDS 1-4, LOT 1
0.940 ACRES

DESCRIPTION OF 0.940 ACRES OF LAND SITUATED IN WILLIAMSON COUNTY, TEXAS, OUT OF THE J. W. MORRIS SURVEY NO. 530, ABS 896, BEING A PORTION OF A 168.821 ACRE TRACT OF LAND DESCRIBED IN A DEED OF RECORD TO LOOKOUT DEVELOPMENT GROUP, L.P. IN DOCUMENT NO. 2007006054, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.940 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found in the curving westerly line of Highland Trail (60' R.O.W.) of a curve to the right at the most easterly or northeast corner of LISD Elementary School No. 17, a subdivision of record in Cabinet CC, Slides 48-50, Plat Records of Williamson County, Texas, for the most northerly corner of the herein described tract;

THENCE with the westerly line of said Highland Trail, the following three (3) courses:

1. Along said curve to the right, an arc length of 77.78 feet, with a radius of 268.00 feet, and a chord which bears S29°01'52"E, a distance of 77.51 feet to a1/2" iron rod found at the end of said curve;

2. S20°56'36"E, a distance of 186.37 feet to a 1/2" iron rod found at the point of curvature of a curve return to the right;

3. Along said curve return to the right, an arc length of 30.98 feet, with a radius of 20.00 feet, and a chord which bears S24°01'46"W, a distance of 27.97 feet to a1/2" iron rod found at the end of said curve in the northerly line of Osage Drive (120' R.O.W.);

THENCE with the northerly line of said Osage Drive, the following two (2) courses:

1. S68°33'13"W, a distance of 55.68 feet to a 1/2" iron rod found at the point of curvature of a curve to the left;

2. Along said curve to the left, an arc length of 117.90 feet, with a radius of 785.00 feet, and a chord which bears S62°57'43"W, a distance of 117.79 feet to an iron rod with G&R Cap set, for the most southerly corner of the herein described tract;

THENCE N31°20'26"W, over and across said 168.21 acre tract, a distance of 112.78 feet to an iron rod with G&R Cap set in the southeasterly line of said LISD Elementary School No. 17, for the most westerly corner of the herein described tract

THENCE N26°34'54"E, with the southeasterly line of said LISD Elementary School No. 17, a distance of 273.90 feet to the **POINT OF BEGINNING**, containing an area of 0.940 acres of land, more or less.

Phillip L. McLaughlin 04-03-13
Registered Professional Land Surveyor
State of Texas No. 5300

STATE OF TEXAS
REGISTERED
PHILLIP L. MCLAUGHLIN
5300
PROFESSIONAL
LAND SURVEYOR

Bearings are based on the Texas Coordinate System, NAD 83, Central Zone.
G&R Surveying Project No. 11292 Attachments: None

1805 Ouida Dr., Austin, Texas 78728 ● Firm # 10032000
Phone (512)267-7430 ● Fax (512)836-8385

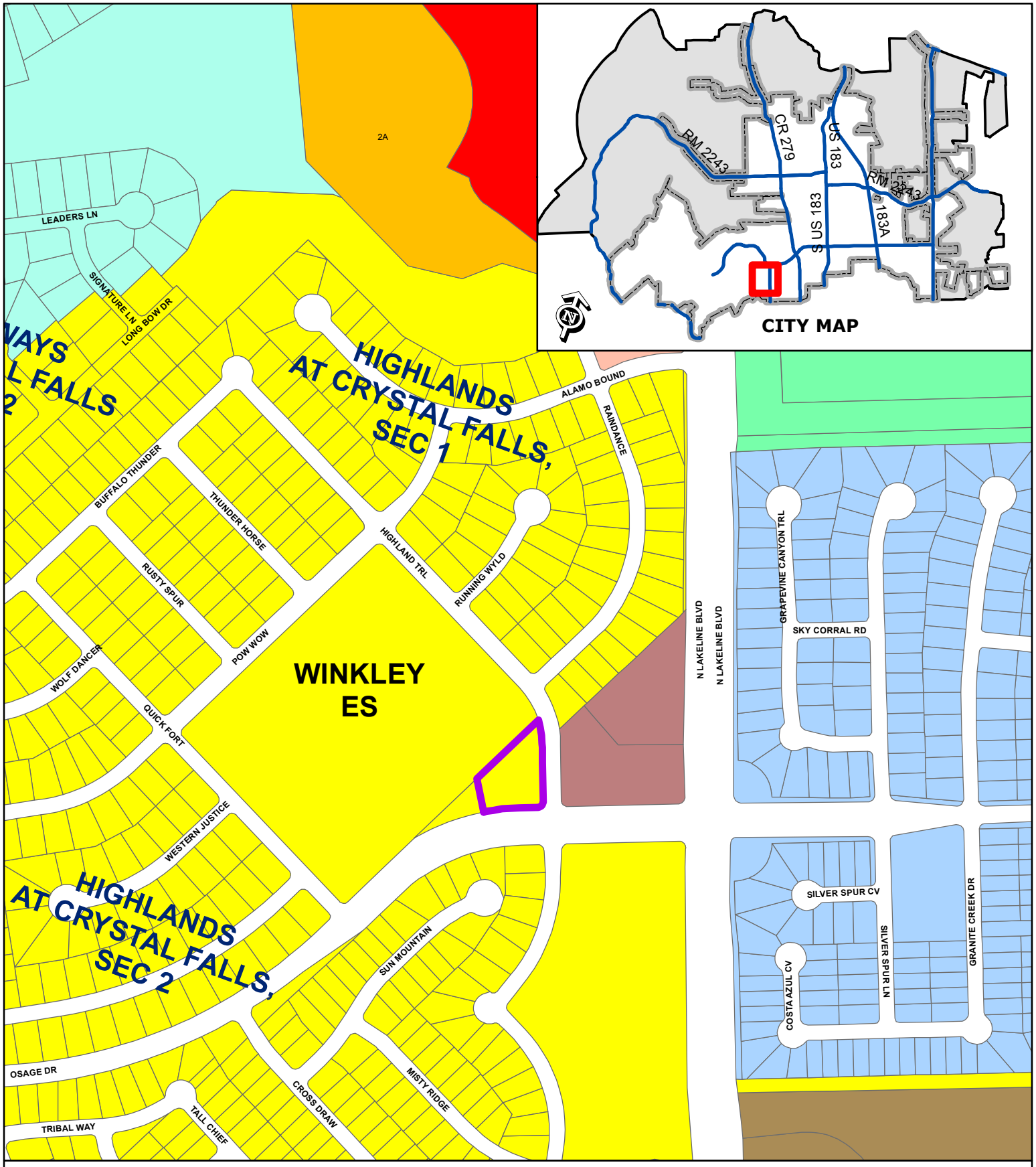


EXHIBIT B

Zoning Case 13-Z-025

Highland Trail PUD

N

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

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

0 200 Feet

CONCEPTUAL

PREPARED BY:
SEC PLANNING, LLC

LOOKOUT GROUP

Notes:

1. Layout is Conceptual.
2. Business hours shall be no earlier than 8am and no later than 6pm. Lighting shall be shielded to ensure no light spillage on surrounding property.
3. No Parcel shall be used for any of the following uses, directly or indirectly:

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- Animal hospital, veterinarian, animal boarding including a crematory associated with such use on site, or a crematory associated with a cemetery, as long as the crematory stack is located at least two hundred feet (200') from a restaurant, or associated parking, or a residential zoning district (unless such district is utilized for non-residential uses). Any commercial enterprise which includes an out door animal yard or any other commercial un-soundproofed animal area containing five or more animals is required to be at least two hundred feet (200') from any residential district (unless such district is utilized for non-residential uses) and is require d to be combined with a Type 3, 4 or 5 site component;
- (For lots or tracts three or more acres in size) ranches, dairy farms, stables, riding academies and roping arenas; including the feeding, raising and breeding of agricultural livestock and exotic hoof stock;
- Any uses permitted in the LI (Light Industrial) use component;
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- Pawn Shop;
- Tattoo and/or Body Piercing Parlor;
- RV, trailer, commercial motor vehicle and boat outdoor storage;
- Transportation related facilities including commercial parkin g lots, passenger terminals, taxi cab stations and mass transit terminals

4. No access to the parking lot will be allowed from Highland Trail. Access to the parking lot will be allowed only from Osage Drive through a joint driveway from the mail kiosk site.
5. Parking will be located behind the structure.
6. The architecture of the building shall be complementary to the single-family neighborhood and the structure shall have a pitched roof.
7. The landscaping and the landscape area shall be increased by 50% of the current requirement per Type 1 Site Component regulations for a total of 150% of the requirement.
8. The base zoning district for this PUD shall be LO-1-A. PUD will comply with all architectural, landscape and elevation requirements for City of Leander Zoning Ordinance LO-1-A.

CRYSTAL FALLS II™
The Natural Alternative To Subdivisions

LINE TABLE		
NUMBER	DIRECTION	DISTANCE
L1	S68°33'13"W	55.68'

CURVE TABLE						
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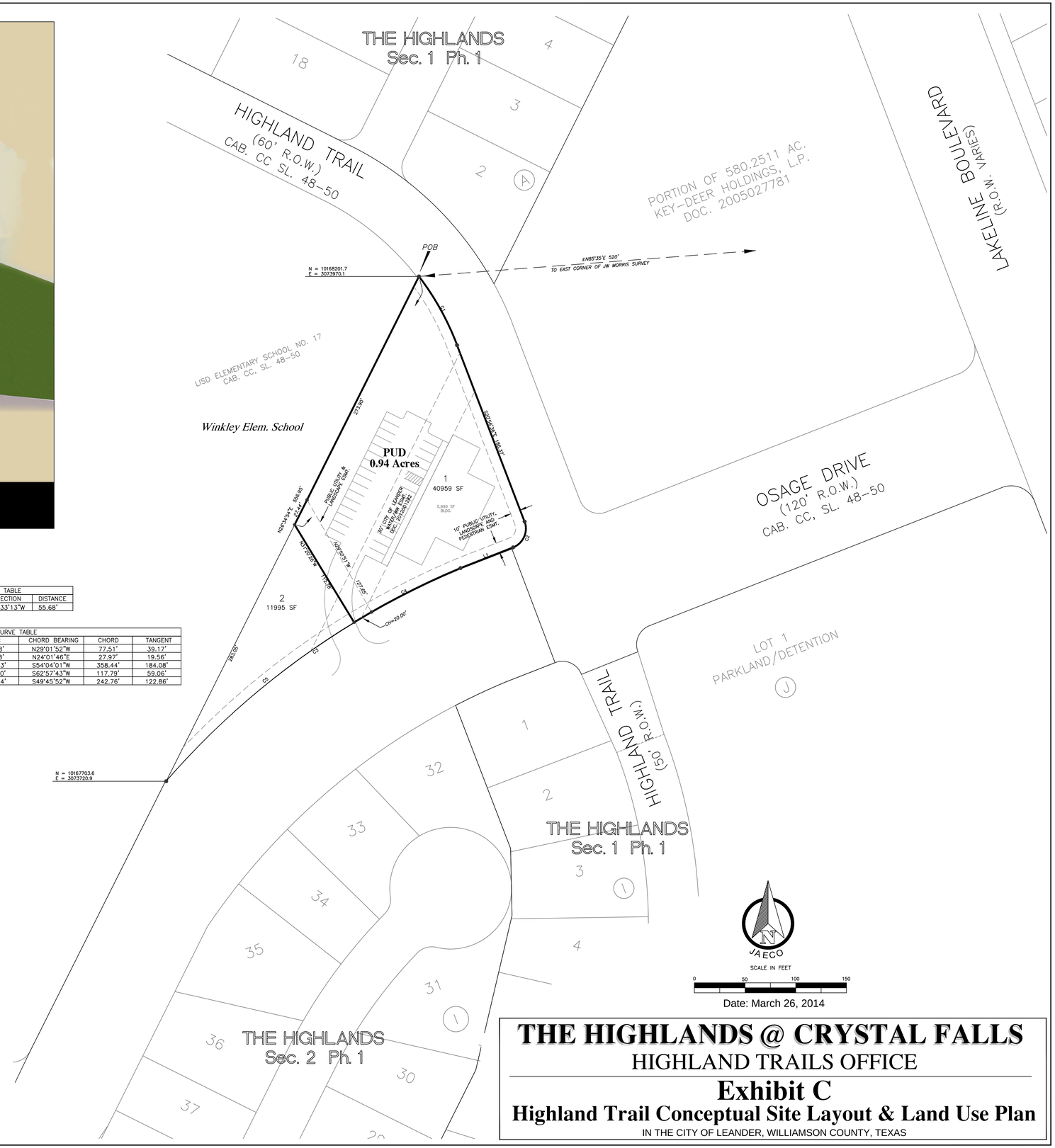


Date: March 26, 2014

THE HIGHLANDS @ CRYSTAL FALLS

HIGHLAND TRAILS OFFICE

Exhibit C

Highland Trail Conceptual Site Layout & Land Use Plan

IN THE CITY OF LEANDER, WILLIAMSON COUNTY, TEXAS

C:\Projects-Lookout-Group\Highland-Trail-Office_PUD_157-059-20\Plan\Highland-Tri_Pud-Plan_03-26-14.dwg

ATTACHMENT 7

Robin Griffin

From: Tom Yantis
Sent: Wednesday, March 26, 2014 11:03 AM
To: Ellen Pizalate
Cc: Robin Griffin; Martin Siwek
Subject: FW: Zoning Case 13-Z-025: Osage Drive and Highland Trail

Ellen,

Please print this to give to the Commission tomorrow.

Tom

From: [redacted]
Sent: Wednesday, March 26, 2014 10:04 AM
To: Tom Yantis
Cc: Place Five
Subject: Zoning Case 13-Z-025: Osage Drive and Highland Trail

March 26, 2014

Dear Mr. Yantis,

Please forward my comments to the Planning and Zoning Commission members for their review prior to tomorrow's (March 27) scheduled meeting.

I do not support the re-zoning of the above parcel to a PUD.

My family moved to this neighborhood not even a year ago. We moved to a residential neighborhood, not a commercial zone. I do not support adding commercial establishments WITHIN the neighborhood. Today, upon turning onto Osage from Lakeline Blvd., the first impression of Crystal Falls includes OPEN land, beautiful residences, an amazing community pool facility and a neighborhood school. As a homeowner, I do not want the first impression to change to include "dental/medical office" or something similar. I do not want the extra traffic that a business will bring (the mail kiosk area is already congested throughout the day). In addition, the corner is quite busy with school children walking and/or being driven to/from school throughout the morning and afternoon hours from 7-9 AM and 2:30-4:30 PM. A commercial zone (office) is not what this neighborhood needs - we live in close *proximity* to those zones, but not *within* them. I do not want more drivers forced onto eastbound Osage upon exiting the mailbox parking lot. I do not want development of a 0.94 acre parcel of land that borders a neighborhood school. I agree with the Letter of Intent written by Mr Michael Siefert, dated November 8, 2013, where he contends "the tract does not fit in the community as a home site." But I would then add: "the tract does not fit in the community as an office site." This is a suburban, residential neighborhood, not an urban, commercial one. Although I support development of Leander's tax base, I do not want businesses WITHIN my neighborhood. I purposefully moved to Crystal Falls and not a development like Steiner Ranch so my family could enjoy a quiet, residential experience without the burdensome traffic/congestion/ tempo for which Steiner Ranch is now known.

Please do not re-zone the parcel to a PUD.

Respectfully submitted,

Julie Zimmerman
1913 Buffalo Speedway
Leander TX 78641

CC: Mr. Jason Dishongh

Robin Griffin

From: Tom Yantis
Sent: Wednesday, March 26, 2014 2:47 PM
To: Ellen Pizalate
Cc: Robin Griffin; Martin Siwek
Subject: Fw: Re zoning

Ellen,

Can you print this and get it to the Commission tomorrow night.

Thanks,

Tom

Tom Yantis, AICP
Director of Development Services

From: [redacted]
Sent: Wednesday, March 26, 2014 2:35 PM
To: Tom Yantis

I am completely opposed to the rezoning of the small patch of land by the mailboxes in Crystal Falls.

This is clearly a residential area, having a place of business there seems ridiculous. There is plenty of retail space going in just up the street on Lakeline.

In addition, where our mail is collected, is already quite congested and busy. Having additional traffic in that small area is probably dangerous.

Any business in that area will completely change the character of our neighborhood. I'm confident if you lived in crystal falls, you would be as opposed to this as I am.

Michael Zimmerman MD
Sent from my iPhone

Robin Griffin

From: Tom Yantis
Sent: Thursday, March 27, 2014 7:34 AM
To: Ellen Pizalate
Cc: Robin Griffin; Martin Siwek
Subject: FW: Rezoning on Osage in the highlands

Here's another opposition to the Highland Trails PUD. Please print for the Commissioners.

Thanks,

Tom

-----Original Message-----
From: Triste Freeburg [mailto:[redacted]]
Sent: Wednesday, March 26, 2014 9:05 PM
To: Tom Yantis
Subject: Rezoning on Osage in the highlands

Hello, I am sending an email to state my disapproval of anything going up in the lot by the mailboxes and Winkley elementary. By putting up anything there, the value of the neighborhood will go down and the school is less safe in my opinion. It will block views as well. I do not support the rezoning on that "lot". Triste Freeburg

Sent from my iPhone

Robin Griffin

From: Angela Blair [[redacted]]
Sent: Thursday, March 27, 2014 4:37 PM
To: Robin Griffin
Subject: Re-Zoning at Osage and Highland Trail

Dear Members of the Planning and Zoning Commission,

I am writing to you as a resident of Highland Trail who has long fought the re-zoning of this corner. As a resident of Highland Trail, my two biggest concerns have always been (in order):

1. Safety of children walking to school
2. Ensuring the entrance to our neighborhood remains nice

While I would prefer this corner remain as it is, I understand that the owner of the property has the right to sell the property. I believe this time that Bill Hinkley and Mike Seifert did try to reach out and work with the community and I believe that at least the first meeting was helpful in resolving some of the resident's issues.

Regarding #1 above:

- He has made adjustments to move the driveway off of Highland Trail
- He reduced the hours of operation to help avoid school hours
- He is moving the traffic to an already busy area and has discussed helping to fix it by putting parking spaces into the parking lot of the mail boxes and improving the exit of the mailboxes to allow for a left turn. This will help clean up an already messy traffic area and move the traffic from the business out of the neighborhood vs. allowing it to cut through our neighborhood streets.

Regarding #2 above:

- He chose the smaller of the two buildings. This means it will look more like a house and blend into the neighborhood better. It will also leave more grass and landscaping.
- Mike agreed to attach the rendering to the zoning and make it part of the PUD.

As a resident, I feel this is a compromise I can live with and I don't think that we will do better than this with this piece of property. I appreciate the effort that Mr. Seifert and Mr. Hinkley put into this round of discussions and feel they truly tried to work with the community and I am grateful for their time.

Regards,
Angela Blair
2515 Highland Trl
Leander, TX 78641

From: Robin Griffin [mailto:rgriffin@leandertx.gov]
Sent: Monday, March 10, 2014 7:58 AM
To: Angela Blair
Subject: RE: Upcoming Re-Zoning

Hi Angela,

The Planning & Zoning Commissioners do not have public email addresses. You can send me the letter and I can put it in their packets.

Please do not hesitate to contact me if you have any questions.

Thanks,

Robin M. Griffin, AICP

Senior Planner
City of Leander
512-528-2763

From: Angela Blair [[redacted]]
Sent: Sunday, March 09, 2014 10:14 PM
To: Robin Griffin
Subject: Upcoming Re-Zoning

Robin,

I am sorry to bother you with this, but I would like to send a letter to the Planning & Zoning commission regarding an upcoming agenda item. Unfortunately, the contact page is a placeholder without their information. Do you know how I can get their official email addresses?

Thanks,
Angela Blair

11. Zoning Case 13-Z-025: Hold a public hearing and consider action on the rezoning of a tract of land located on the northwest corner of Osage Drive and Highland Trail; 0.94 acres more or less out of the AW0896 – Morris, J Survey; WCAD Parcel #R484296. Currently, the property is zoned SFU-2-B (Single-Family Urban). The property is proposed to be zoned PUD (Planned Unit Development), Leander, Williamson County, Texas. Applicant: Samuel Kiger, P.E. on behalf of Lookout Development Group LP.

a) Staff Presentation

Robin Griffin, Senior Planner, discussed request & surrounding land uses.

b) Applicant Presentation

Mike Siefert spoke on the purpose of the zoning.

c) Open Public Hearing

Chairman Seiler opened the public hearing.
Laura Yambrick – spoke against
Carl Norman – spoke against
Thomas Bertone – spoke against
Jenny Guttormson – spoke against
Judy Irish – spoke against
Steve Brand – spoke for
Bill Derouchie – spoke against
Sally King, spoke against
Skip Jones – spoke against
S.A. Kovacs – spoke against
Michael Childers – spoke against

d) Close Public Hearing

Chairman Seiler closed the public hearing.

e) Discussion

Discussion took place

f) Consider Action

Commissioner Wixon moved to approve the zoning request, Commissioner Saenz seconded the motion. Motion failed with a five to two vote.

_____
Chairman Seiler

ATTEST: _____
Ellen Pizalate, P & Z Secretary

AGENDA ITEM # 17

Executive Summary

May 1, 2014

Agenda Subject: An ordinance of the City of Leander, Texas, annexing 304.13 acres of land, more or less, located in Williamson County, Texas and including the abutting streets, roadways, and rights-of-way; approving a service plan for the annexed area; making findings of fact; providing a severability clause and an effective date; and providing for open meetings and other related matters.

Background: The Resolution setting the two public hearings for March 27, 2014 and April 3, 2014 was approved by City Council on February 20, 2014. The first and second public hearings were conducted as scheduled. This is the first reading of the ordinance and the second and final reading is scheduled for May 15, 2014. This is an involuntary annexation.

Origination: City of Leander

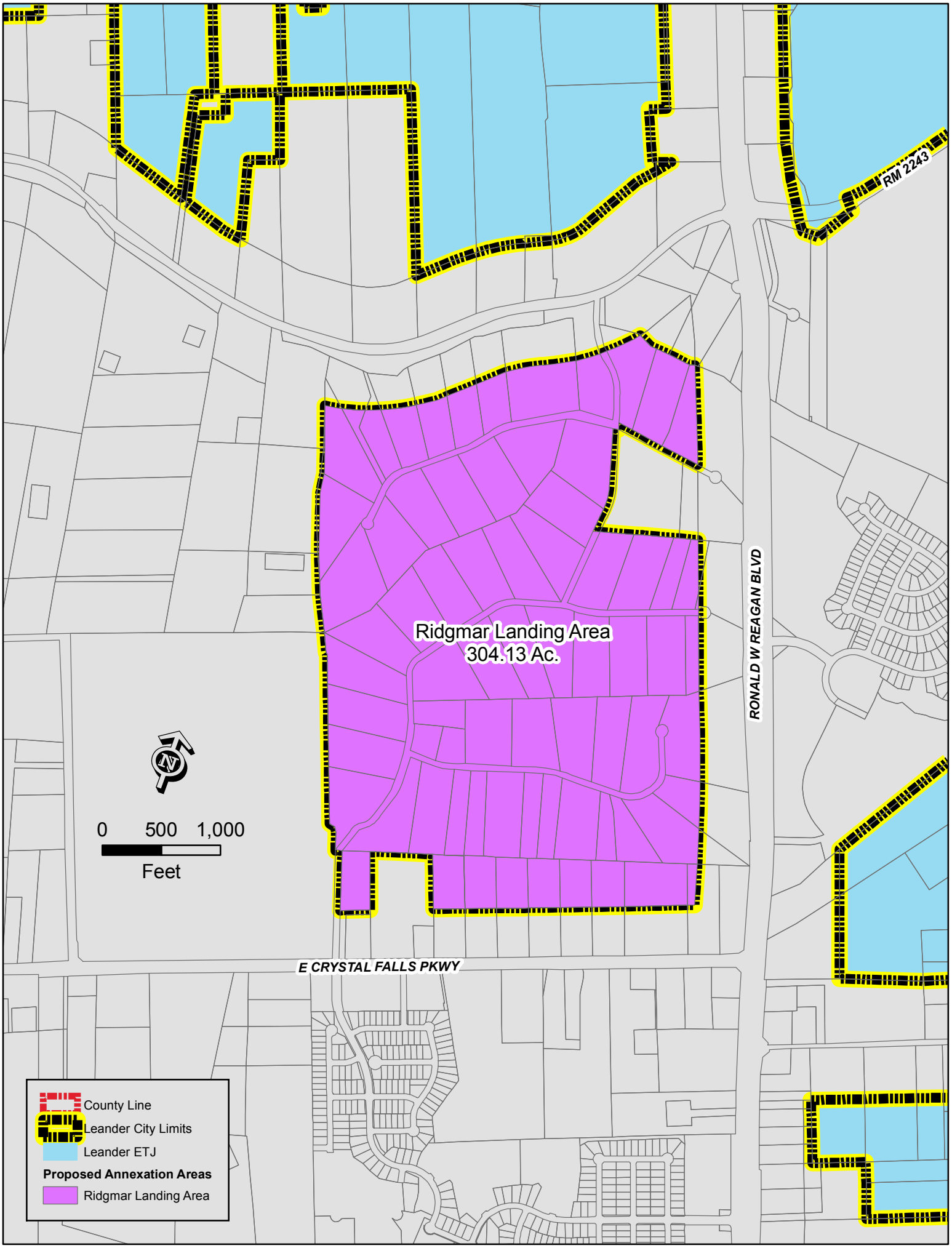
Recommendation: Staff recommends that Council approve the first reading of the ordinance.

Attachments:

1. Annexation Ordinance

Prepared by: Tom Yantis, AICP
Director of Development Services

4/23/14


RM 2243
Ridgmar Landing Area
304.13 Ac.
RONALD W REAGAN BLVD
E CRYSTAL FALLS PKWY
0 500 1,000
Feet
County Line
Leander City Limits
Leander ETJ
Proposed Annexation Areas
Ridgmar Landing Area

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, ANNEXING 304.13 ACRES OF LAND, MORE OR LESS, LOCATED IN WILLIAMSON COUNTY, TEXAS AND INCLUDING THE ABUTTING STREETS, ROADWAYS, AND RIGHTS-OF-WAY; APPROVING A SERVICE PLAN FOR THE ANNEXED AREA; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

WHEREAS, the City of Leander, Texas (the "City"), is a home rule municipality authorized by State law and the City's Charter to annex territory lying adjacent and contiguous to the City;

WHEREAS, the City Council, in compliance with *§43.021, Tex. Local Gov't Code*, instituted proceedings for the annexation of certain property more particularly described herein (the "subject property");

WHEREAS, the subject property hereby annexed is adjacent and contiguous to the present City limits;

WHEREAS, the subject property, being in excess of 1,000 feet in width, is adjacent to the corporate limits of the City and the boundaries of the city limits surround and are contiguous to the subject property on all sides, as shown in the map attached hereto as Exhibit "A";

WHEREAS, in compliance with *§43.035, Tex. Local Gov't Code*, the City extended a written offer to enter a development agreement with applicable landowner(s);

WHEREAS, the City Council heard arguments with respect to such annexation and has decided to annex the area;

WHEREAS, two separate public hearings were conducted prior to consideration of this Ordinance in accordance with § *43.063, Tex. Loc. Gov't. Code*;

WHEREAS, the hearings were conducted and held not more than forty (40) nor less than twenty (20) days prior to the institution of annexation proceedings;

WHEREAS, notice of the public hearings was published in a newspaper of general circulation in the City and the territory proposed to be annexed not more than twenty (20) nor less than ten (10) days prior to the public hearings;

WHEREAS, the City intends to provide services to the subject property to be annexed according to the Service Plan attached hereto as Exhibit "B".

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

SECTION 1. That all of the above premises and findings of fact are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2. That the following described property, including the abutting streets, roadways and rights-of-way, is hereby annexed into the corporate limits of the City of Leander:

> **Ridgmar Landing Area.** All that certain area of land containing 304.13 acres, more or less, located in Williamson County, Texas, being more particularly described and shown in Exhibit "A" attached hereto.

SECTION 3. In the event of conflict between the description of the subject property in this Ordinance and the map attached hereto as Exhibit "A", Exhibit "A" shall control.

SECTION 4. That the Service Plan submitted herewith is hereby approved as part of this Ordinance, made a part hereof and attached hereto as Exhibit "B".

SECTION 5. That the future owners and inhabitants of the subject property shall be entitled to all of the rights and privileges of the City as set forth in the Service Plan attached hereto as Exhibit "B", and are further bound by all acts, ordinances, and all other legal action now in full force and effect and all those which may be hereafter adopted.

SECTION 6. That the official map and boundaries of the City, heretofore adopted and amended, be and hereby are amended so as to include the subject property as part of the City of Leander.

SECTION 7. That the subject property shall be temporarily zoned District "SFR-1-B" as provided in the City Zoning Ordinance, as amended, until permanent zoning is established therefore.

SECTION 8. That if any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 9. That this Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the *Tex. Loc. Gov't. Code*.

SECTION 10. 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, Tex. Gov't. Code*.

PASSED AND APPROVED on First Reading this ____ day of _____, 2014.

FINALLY PASSED AND APPROVED on this ____ day of _____, 2014.

ATTEST:	**THE CITY OF LEANDER, TEXAS**
_____	_____
Debbie Haile, City Secretary	Christopher Fielder, Mayor

Exhibit “A”

Property Description: Map

EXHIBIT "B"

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

WHEREAS, the City of Leander, Texas (the "City") instituted and completed annexation proceedings for tracts of land described more fully hereinafter (referred to herein as the "subject properties");

WHEREAS, *Section 43.056, Loc. Gov't. Code*, requires a service plan be adopted with the annexation ordinance;

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

WHEREAS, the subject properties will be provided municipal services on the same terms and conditions as other similarly situated properties currently within the City limits and capital improvements necessary to offer such municipal services on the same terms and conditions as other similarly situated properties within the City and in accordance with City policies, regulations, and ordinances; and

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

NOW, THEREFORE, the following services shall be provided to the subject properties on the effective date of annexation:

(1) **General Municipal Services.** The subject properties are located within the City's extraterritorial jurisdiction and are more particularly described in the Ordinance to which this service plan is attached. Pursuant to this Plan, the following services shall be provided immediately from the effective date of the annexation:

A. Police protection as follows:

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

B. Fire protection and Emergency Medical Services as follows:

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

C. Solid waste collection services as follows:

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

D. Animal control as follows:

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

E. Maintenance of parks and playgrounds within the City.

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

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

H. Land use regulation as follows:

On the effective date of annexation, the regulatory jurisdiction of the City shall be extended to include the annexed area, and all property therein shall be subject to the City's police power regulations as set forth in duly adopted ordinances; provided that the use of all property therein shall be grandfathered to the extent provided by state law. The subject properties shall be temporarily zoned "SFR-1-B" with the intent to rezone the subject properties upon request of the landowner or staff. The Planning & Zoning Commission and the City Council will consider rezoning the subject properties at future times in response to requests submitted by the landowners or authorized city staff.

(2) **Scheduled Municipal Services.** Depending on the plans for development or redevelopment of the subject properties, the following municipal services will be provided on a schedule and at increasing levels of service as requested in compliance with applicable City ordinances, rules and regulations for providing such services:

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

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

(ii) In accordance with the applicable rules and regulations for the provision of water service, water service will be provided to the subjects properties, or applicable portions thereof, by the utility holding a water certificate of convenience and necessity ("CCN") for the subject properties, or portions thereof as applicable, or absent a water CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. If connected to the City's water utility system, the subject properties' owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the subject properties as required in City ordinances. Upon acceptance of the water lines within the subject properties and any off-site improvements, water service will be provided

by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City; subject to all the ordinances, regulations and policies of the City in effect from time to time. The system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a water well that is in use on the effective date of the annexation and is in compliance with applicable rules and regulations shall be permitted and such use may continue until the subject properties' owner requests and is able to connect to the City's water utility system.

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

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

(ii) In accordance with the applicable rules and regulations for the provision of wastewater service, wastewater service will be provided to the subjects properties, or applicable portions thereof, by the utility holding a wastewater CCN for the subject properties, or portions thereof as applicable, or absent a wastewater CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. If connected to the City's wastewater utility system, the subject properties' owner shall construct the internal wastewater lines and pay the costs of line extension and construction of facilities necessary to provide wastewater service to the subject properties as required in City ordinances. Upon acceptance of the wastewater lines within the subject properties and any off-site improvements, wastewater service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations and policies of the City in effect from time to time. The wastewater system will be accepted and maintained by the City in accordance with its usual policies. Requests for new wastewater line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a septic system that is in use on the effective date of the annexation and is in compliance with all applicable rules and regulations shall be permitted and such use may continue until the subject property owner requests and is able to connect to the City's wastewater utility system.

C. Maintenance, as appropriate, of existing public streets and rights-of-way that are within the maintenance jurisdiction of the City and other streets that are hereafter constructed and finally accepted by the City within the maintenance jurisdiction of the City as follows:

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

(ii) Routine maintenance as presently performed by the City;

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

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

(v) Installation and maintenance of street lighting in accordance with established policies of the City.

(3) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the effective date of the annexation: Water and wastewater facilities that are identified in the Capital Improvement Plan, as and when funded pursuant to such Plan. Upon development of the subject properties or redevelopment, the landowners will be responsible for the development costs the same as a developer in a similarly situated area under the ordinances in effect at the time of development or redevelopment. No additional capital improvements are necessary at this time to service the subject properties the same as similarly situated properties.

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

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

AGENDA ITEM # 18

Executive Summary

May 1, 2014

Agenda Subject: An ordinance of the City of Leander, Texas annexing 5.52 acres of land, more or less, into the corporate limits of the City, including the abutting roadways and rights-of-way, at the request of the property owner; approving a service plan for the annexed area; making findings of fact; providing a severability clause; and providing an effective date.

Background: The Resolution setting the two public hearings for March 27, 2014 and April 3, 2014 was approved by City Council on February 20, 2014. The first and second public hearings were conducted as scheduled. This is the first reading of the ordinance and the second and final reading is scheduled for May 15, 2014. This is a voluntary annexation.

Origination: Applicant: SEC Planning, LLC on behalf of Phillip C. Joseph.

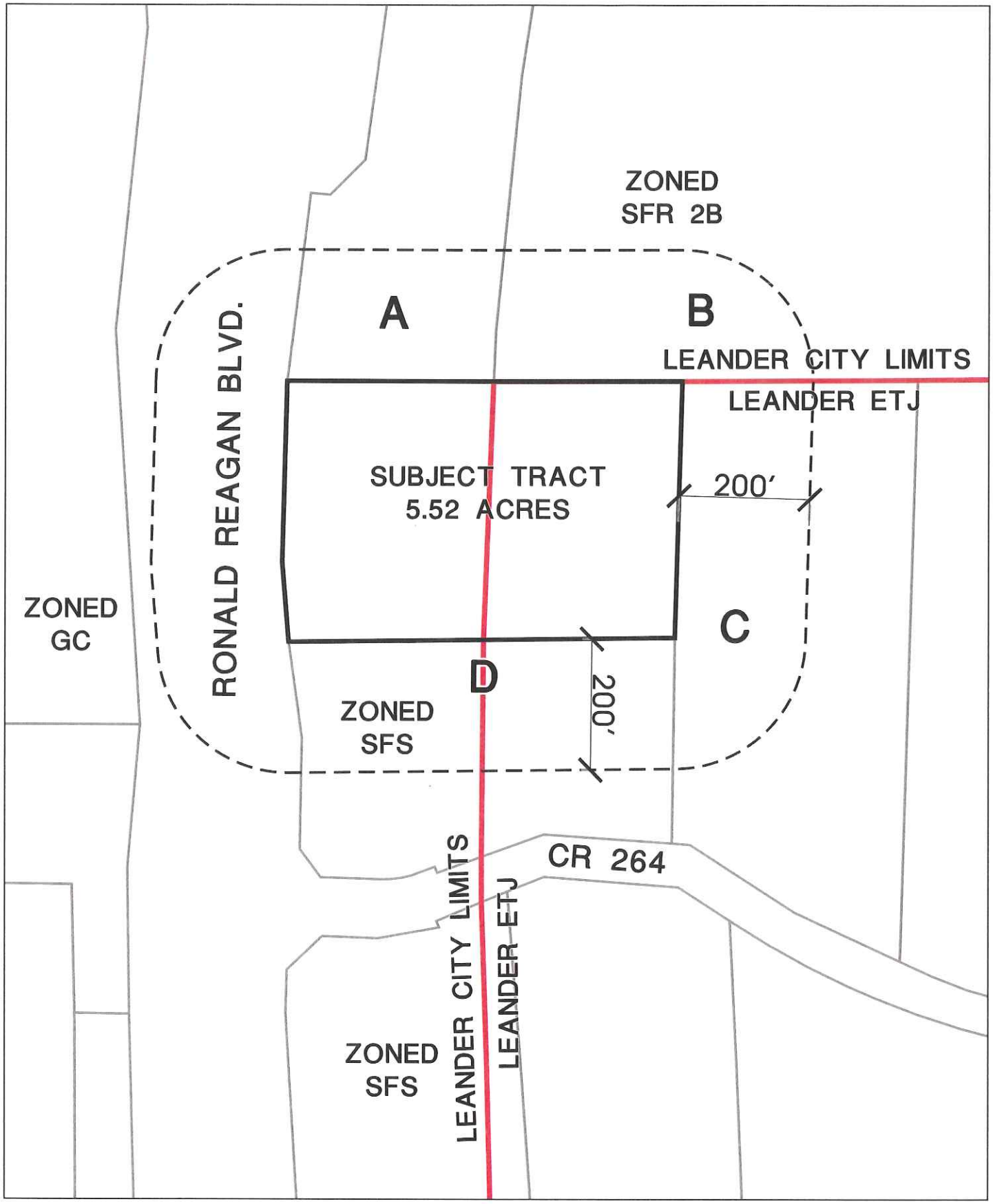
Recommendation: Staff recommends that Council approve the first reading of the ordinance.

Attachments:

1. Annexation Ordinance

Prepared by: Tom Yantis, AICP
Director of Development Services

4/23/14



0 100 200 300

Scale: 1" = 200'

North

Date: January 14, 2014

SEC Planning, LLC

Land Planning + Landscape Architecture + Community Branding

AUSTIN, TEXAS

(512) 246-7003 + (512) 246-7701

www.secplanning.com + info@secplanning.com

TAX MAP *with*
NEIGHBORING PROPERTIES

SPENN TRACT

LEANDER, TEXAS

SHEET FILE: C:\139127-JLCC\Cadfiles\PLANNING\Submittals\2014-01-14 Submittal\Zoning Neighboring Properties.dwg

Base mapping compiled from best available information. All map data should be considered as preliminary, in need of verification, and subject to change. This land plan is conceptual in nature and does not represent any regulatory approval. Plan is subject to change.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS ANNEXING 5.52 ACRES OF LAND, MORE OR LESS, INTO THE CORPORATE LIMITS OF THE CITY, INCLUDING THE ABUTTING ROADWAYS AND RIGHTS-OF-WAY, AT THE REQUEST OF THE PROPERTY OWNER; APPROVING A SERVICE PLAN FOR THE ANNEXED AREA; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Leander, Texas, is a home rule municipality authorized by State law to annex territory lying adjacent and contiguous to the City;

WHEREAS, the owner(s) of the property, as hereinafter described, made written request for the City to annex such property in compliance with the *Tex. Loc. Gov't. Code*;

WHEREAS, the property is adjacent and contiguous to the present city limits;

WHEREAS, the City Council heard and has decided to grant the owner's request that the City annex said property;

WHEREAS, two separate public hearings were conducted prior to consideration of this Ordinance in accordance with §*43.063 of the Tex. Loc. Gov't. Code*;

WHEREAS, the hearings were conducted and held not more than forty (40) nor less than twenty (20) days prior to the institution of annexation proceedings;

WHEREAS, notice of the public hearings was published not more than twenty (20) nor less than ten (10) days prior to the public hearings;

WHEREAS, the City intends to provide services to the property to be annexed according to the Service Plan attached hereto as Exhibit "B".

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

SECTION 1. That all of the above premises and findings of fact are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2. All portions of the following described property, including the abutting roadways and rights-of-way (hereinafter referred to as the "Annexed Property"), not previously annexed into the City, are hereby annexed into the corporate limits of the City of Leander:

> All portions of that certain tract or parcel of land being 5.52 acres, more or less, located in Williamson County, Texas, being more particularly described in the instrument recorded under Document Number 2013103652, Official Public Records of Williamson County, Texas and being more particularly shown and described in Exhibit "A" attached hereto and incorporated herein for all purposes.

SECTION 3. That the Service Plan submitted herewith is hereby approved as part of this Ordinance, made a part hereof and attached hereto as Exhibit "B".

SECTION 4. That the future owners and inhabitants of the Annexed Property shall be entitled to all of the rights and privileges of the City as set forth in the Service Plan attached hereto as Exhibit "B", and are further bound by all acts, ordinances, and all other legal action now in full force and effect and all those which may be hereafter adopted.

SECTION 5. That the official map and boundaries of the City, heretofore adopted and amended be and hereby are amended so as to include the Annexed Property as part of the City of Leander.

SECTION 6. That the Annexed Property shall be temporarily zoned District "SFR-1-B" as provided in the City Zoning Ordinance, as amended, until permanent zoning is established therefore.

SECTION 7. That if any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 8. That this Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the *Tex. Loc. Gov't. Code*.

SECTION 9. 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, Tex. Gov't. Code*.

PASSED AND APPROVED on First Reading this ____ day of _____, 2014.

FINALLY PASSED AND APPROVED on this ____ day of _____, 2014.

ATTEST:	**CITY OF LEANDER, TEXAS**
_____	_____
Debbie Haile, City Secretary	Christopher Fielder, Mayor

Exhibit "A"

Property Description: +/- 5.52 acre tract

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 a tract of land described more fully hereinafter (referred to herein as the "subject property");

WHEREAS, *Section 43.056, Loc. Gov't. Code*, requires a service plan be adopted with the annexation ordinance;

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

WHEREAS, infrastructure provided for herein and that existing are sufficient to service the subject property on the same terms and conditions as other similarly situated properties currently within the City limits and no capital improvements are required to offer municipal services on the same terms and conditions as other similarly situated properties within the City; and

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

NOW, THEREFORE, the following services will be provided for the subject property on the effective date of annexation:

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

A. Police protection as follows:

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

B. Fire protection and Emergency Medical Services as follows:

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

C. Solid waste collection services as follows:

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

D. Animal control as follows:

Service by present personnel, equipment and facilities or by contract with a third party, as

provided within the City.

E. Maintenance of parks and playgrounds within the City.

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

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

H. Land use regulation as follows:

On the effective date of annexation, the zoning jurisdiction of the City shall be extended to include the annexed area, and the use of all property therein shall be grandfathered; and shall be temporarily zoned "SFR-1-B" with the intent to rezone the subject property upon request of the landowner or staff. The Planning & Zoning Commission and the City Council will consider rezoning the subject property at future times in response to requests submitted by the landowner(s) or authorized city staff.

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

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

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

(ii) In accordance with the applicable rules and regulations for the provision of water service, water service will be provided to the subjects properties, or applicable portions thereof, by the utility holding a water certificate of convenience and necessity ("CCN") for the subject properties, or portions thereof as applicable, or absent a water CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. If connected to the City's water utility system, the subject properties' owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the subject properties as required in City ordinances. Upon acceptance of the water lines within the subject properties and any off-site improvements, water service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City; subject to all the ordinances, regulations and policies of the City in effect from time to time. The system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a water well that is in use on the effective date of the annexation and is in compliance with applicable rules and regulations shall be permitted and such use may continue until the subject properties' owner requests and is able to connect to the City's water utility system.

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

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

(ii) In accordance with the applicable rules and regulations for the provision of wastewater service, wastewater service will be provided to the subjects properties, or applicable portions thereof, by the utility holding a wastewater CCN for the subject properties, or portions thereof as applicable, or absent a wastewater CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. If connected to the City's wastewater utility system, the subject properties' owner shall construct the internal wastewater lines and pay the costs of line extension and construction of facilities necessary to provide wastewater service to the subject properties as required in City ordinances. Upon acceptance of the wastewater lines within the subject properties and any off-site improvements, wastewater service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations and policies of the City in effect from time to time. The wastewater system will be accepted and maintained by the City in accordance with its usual policies. Requests for new wastewater line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a septic system that is in use on the effective date of the annexation and is in compliance with all applicable rules and regulations shall be permitted and such use may continue until the subject property owner requests and is able to connect to the City's wastewater utility system.

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

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

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

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

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

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

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

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

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

(iii) The outer boundaries of the subject property abut existing roadways. The property owner agrees that no improvements are required on such roadways to service the property.

(3) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the effective date of the annexation: None. Upon development of the subject property or redevelopment, the landowner will be responsible for the development costs the same as a developer in a similarly situated area under the ordinances in effect at the time of development or redevelopment. No additional capital improvements are necessary at this time to service the subject property the same as similarly situated properties.

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

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

AGENDA ITEM # 19

Executive Summary

May 1, 2014

Agenda Subject: An ordinance of the City of Leander, Texas, annexing 594 acres of land, more or less, located in Travis and Williamson counties, and including the abutting streets, roadways, and rights-of-way; approving a service plan for the annexed area; making findings of fact; providing a severability clause and an effective date; and providing for open meetings and other related matters.

Background: The Resolution setting the two public hearings for March 27, 2014 and April 3, 2014 was approved by City Council on February 20, 2014. The first and second public hearings were conducted as scheduled. This is the first reading of the ordinance and the second and final reading is scheduled for May 15, 2014. This is an involuntary annexation.

Staff has negotiated annexation development agreements with three property owners within this annexation area pursuant to Chapter 43.035 of the Local Government Code. Upon approval of those agreements, the second reading of the ordinance will be updated to remove those parcels from the annexation area.

Origination: City of Leander

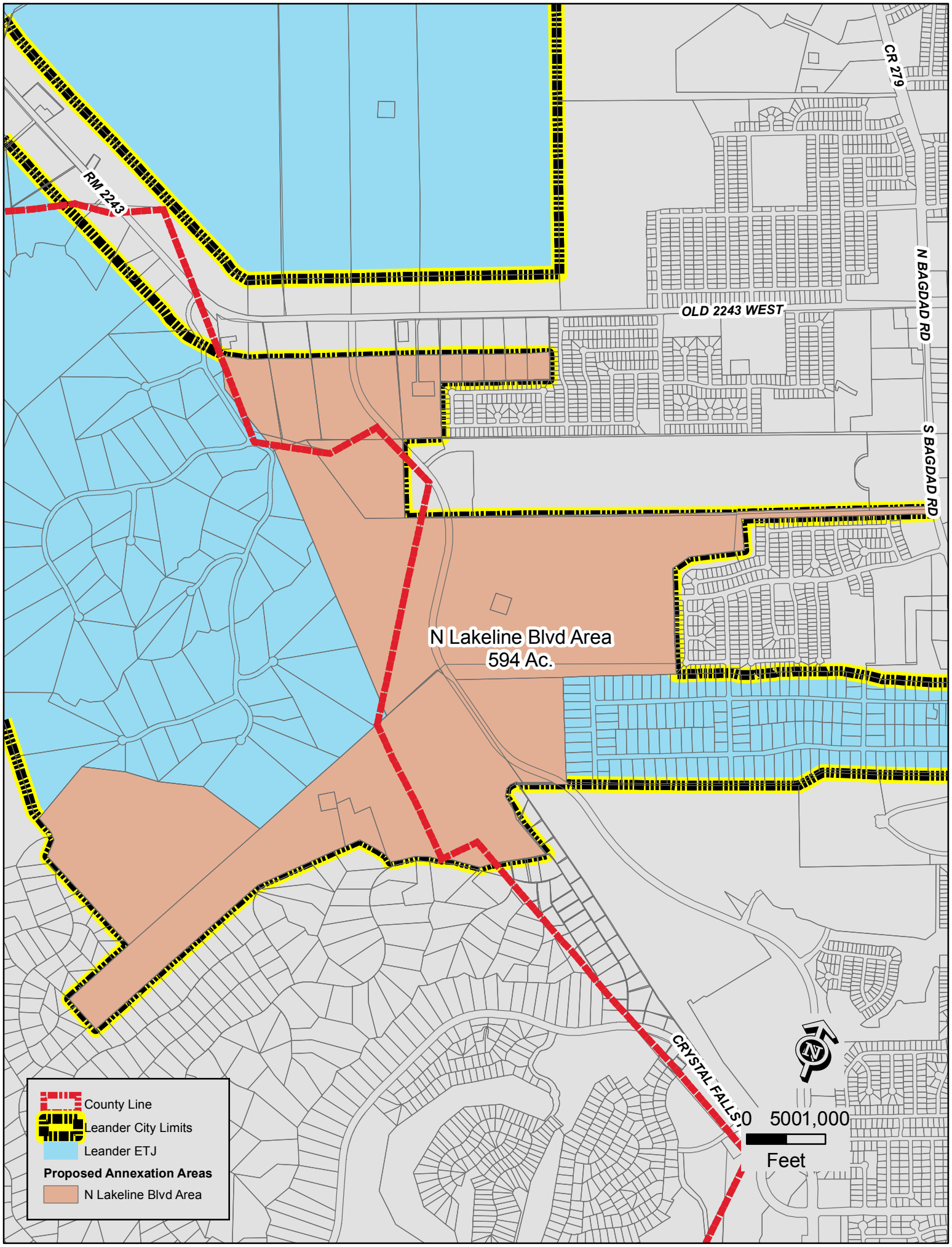
Recommendation: Staff recommends that Council approve the first reading of the ordinance.

Attachments:

1. Annexation Ordinance

Prepared by: Tom Yantis, AICP
Director of Development Services

4/23/14


CR 279
RM 2243
OLD 2243 WEST
N BAGDAD RD
S BAGDAD RD
N Lakeline Blvd Area
594 Ac.
CRYSTAL FALLS
County Line
Leander City Limits
Leander ETJ
Proposed Annexation Areas
N Lakeline Blvd Area
0 5001,000
Feet

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, ANNEXING 594 ACRES OF LAND, MORE OR LESS, LOCATED IN TRAVIS AND WILLIAMSON COUNTIES, AND INCLUDING THE ABUTTING STREETS, ROADWAYS, AND RIGHTS-OF-WAY; APPROVING A SERVICE PLAN FOR THE ANNEXED AREA; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

WHEREAS, the City of Leander, Texas (the "City"), is a home rule municipality authorized by State law and the City's Charter to annex territory lying adjacent and contiguous to the City;

WHEREAS, the City Council, in compliance with *§43.021, Tex. Local Gov't Code*, instituted proceedings for the annexation of certain property more particularly described herein (the "subject property");

WHEREAS, the subject property hereby annexed is adjacent and contiguous to the present City limits;

WHEREAS, the subject property, being in excess of 1,000 feet in width, is adjacent to the corporate limits of the City and the boundaries of the city limits are contiguous to the subject property on at least two sides, as shown in the map attached hereto as Exhibit "A";

WHEREAS, in compliance with *§43.035, Tex. Local Gov't Code*, the City extended a written offer to enter a development agreement with applicable landowner(s);

WHEREAS, the City Council heard arguments with respect to such annexation and has decided to annex the area;

WHEREAS, two separate public hearings were conducted prior to consideration of this Ordinance in accordance with § *43.063, Tex. Loc. Gov't. Code*;

WHEREAS, the hearings were conducted and held not more than forty (40) nor less than twenty (20) days prior to the institution of annexation proceedings;

WHEREAS, notice of the public hearings was published in a newspaper of general circulation in the City and the territory proposed to be annexed not more than twenty (20) nor less than ten (10) days prior to the public hearings;

WHEREAS, the City intends to provide services to the subject property to be annexed according to the Service Plan attached hereto as Exhibit "B".

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

SECTION 1. That all of the above premises and findings of fact are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2. That the following described property, including the abutting streets, roadways and rights-of-way, is hereby annexed into the corporate limits of the City of Leander:

> **North Lakeline Boulevard Area.** All that certain area of land containing 594 acres, more or less, located in both Travis County, Texas and Williamson County, Texas, being more particularly described and shown in Exhibit "A" attached hereto.

SECTION 3. In the event of conflict between the description of the subject property in this Ordinance and the map attached hereto as Exhibit "A", Exhibit "A" shall control.

SECTION 4. That the Service Plan submitted herewith is hereby approved as part of this Ordinance, made a part hereof and attached hereto as Exhibit "B".

SECTION 5. That the future owners and inhabitants of the subject property shall be entitled to all of the rights and privileges of the City as set forth in the Service Plan attached hereto as Exhibit "B", and are further bound by all acts, ordinances, and all other legal action now in full force and effect and all those which may be hereafter adopted.

SECTION 6. That the official map and boundaries of the City, heretofore adopted and amended, be and hereby are amended so as to include the subject property as part of the City of Leander.

SECTION 7. That the subject property shall be temporarily zoned District "SFR-1-B" as provided in the City Zoning Ordinance, as amended, until permanent zoning is established therefore.

SECTION 8. That if any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 9. That this Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the *Tex. Loc. Gov't. Code*.

SECTION 10. 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, Tex. Gov't. Code*.

PASSED AND APPROVED on First Reading this ____ day of _____, 2014.

FINALLY PASSED AND APPROVED on this ____ day of _____, 2014.

ATTEST:	**THE CITY OF LEANDER, TEXAS**
_____	_____
Debbie Haile, City Secretary	Christopher Fielder, Mayor

Exhibit “A”

Property Description: Map

EXHIBIT "B"

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

WHEREAS, the City of Leander, Texas (the "City") instituted and completed annexation proceedings for tracts of land described more fully hereinafter (referred to herein as the "subject properties");

WHEREAS, *Section 43.056, Loc. Gov't. Code*, requires a service plan be adopted with the annexation ordinance;

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

WHEREAS, the subject properties will be provided municipal services on the same terms and conditions as other similarly situated properties currently within the City limits and capital improvements necessary to offer such municipal services on the same terms and conditions as other similarly situated properties within the City and in accordance with City policies, regulations, and ordinances; and

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

NOW, THEREFORE, the following services shall be provided to the subject properties on the effective date of annexation:

(1) **General Municipal Services.** The subject properties are located within the City's extraterritorial jurisdiction and are more particularly described in the Ordinance to which this service plan is attached. Pursuant to this Plan, the following services shall be provided immediately from the effective date of the annexation:

A. Police protection as follows:

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

B. Fire protection and Emergency Medical Services as follows:

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

C. Solid waste collection services as follows:

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

D. Animal control as follows:

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

E. Maintenance of parks and playgrounds within the City.

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

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

H. Land use regulation as follows:

On the effective date of annexation, the regulatory jurisdiction of the City shall be extended to include the annexed area, and all property therein shall be subject to the City's police power regulations as set forth in duly adopted ordinances; provided that the use of all property therein shall be grandfathered to the extent provided by state law. The subject properties shall be temporarily zoned "SFR-1-B" with the intent to rezone the subject properties upon request of the landowner or staff. The Planning & Zoning Commission and the City Council will consider rezoning the subject properties at future times in response to requests submitted by the landowners or authorized city staff.

(2) **Scheduled Municipal Services.** Depending on the plans for development or redevelopment of the subject properties, the following municipal services will be provided on a schedule and at increasing levels of service as requested in compliance with applicable City ordinances, rules and regulations for providing such services:

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

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

(ii) In accordance with the applicable rules and regulations for the provision of water service, water service will be provided to the subjects properties, or applicable portions thereof, by the utility holding a water certificate of convenience and necessity ("CCN") for the subject properties, or portions thereof as applicable, or absent a water CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. If connected to the City's water utility system, the subject properties' owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the subject properties as required in City ordinances. Upon acceptance of the water lines within the subject properties and any off-site improvements, water service will be provided

by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City; subject to all the ordinances, regulations and policies of the City in effect from time to time. The system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a water well that is in use on the effective date of the annexation and is in compliance with applicable rules and regulations shall be permitted and such use may continue until the subject properties' owner requests and is able to connect to the City's water utility system.

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

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

(ii) In accordance with the applicable rules and regulations for the provision of wastewater service, wastewater service will be provided to the subjects properties, or applicable portions thereof, by the utility holding a wastewater CCN for the subject properties, or portions thereof as applicable, or absent a wastewater CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. If connected to the City's wastewater utility system, the subject properties' owner shall construct the internal wastewater lines and pay the costs of line extension and construction of facilities necessary to provide wastewater service to the subject properties as required in City ordinances. Upon acceptance of the wastewater lines within the subject properties and any off-site improvements, wastewater service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations and policies of the City in effect from time to time. The wastewater system will be accepted and maintained by the City in accordance with its usual policies. Requests for new wastewater line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a septic system that is in use on the effective date of the annexation and is in compliance with all applicable rules and regulations shall be permitted and such use may continue until the subject property owner requests and is able to connect to the City's wastewater utility system.

C. Maintenance, as appropriate, of existing public streets and rights-of-way that are within the maintenance jurisdiction of the City and other streets that are hereafter constructed and finally accepted by the City within the maintenance jurisdiction of the City as follows:

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

(ii) Routine maintenance as presently performed by the City;

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

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

(v) Installation and maintenance of street lighting in accordance with established policies of the City.

(3) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the effective date of the annexation: Water and wastewater facilities that are identified in the Capital Improvement Plan, as and when funded pursuant to such Plan. Upon development of the subject properties or redevelopment, the landowners will be responsible for the development costs the same as a developer in a similarly situated area under the ordinances in effect at the time of development or redevelopment. No additional capital improvements are necessary at this time to service the subject properties the same as similarly situated properties.

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

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

AGENDA ITEM # 20

Executive Summary

May 1, 2014

Agenda Subject: Consider approval of an annexation Development Agreement pursuant to Chapter 43.035 of the Local Government Code between the City of Leander and Larry T. Gilbreath for two parcels of land identified by Williamson Central Appraisal District as R366161 and R032167.

Background: The two parcels subject to the development agreement are within the Lakeline involuntary annexation area and both have agricultural exemptions. Pursuant to the State annexation statute, a municipality is required to offer a development agreement in lieu of annexation for involuntary annexations where the property proposed for annexation is appraised for ad valorem tax purposes as agricultural, wildlife management or timber land.

The agreement provides for the areas to remain in the ETJ but subject to all municipal regulations that do not interfere with the use of the land as an agricultural property. The term of the agreement is five years.

The property will automatically be annexed if the use of the property changes or at the end of the term of the agreement.

Origination: City of Leander

Recommendation: Staff recommends that Council approve the development agreement.

Attachments:

1. Chapter 43.035 Development Agreement with Larry T. Gilbreath

Prepared by: Tom Yantis, AICP
Director of Development Services

4/23/14

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

DEVELOPMENT AGREEMENT
UNDER SECTION 43.035, TEXAS LOCAL GOVERNMENT CODE

This Development Agreement under Section 43.035, Texas Local Government Code is entered between the City of Leander, Texas (the "City") and the undersigned property owner(s) (the "Owner") (the "Agreement"). The term Owner shall include all owners of the Property. The City and the Owner are collectively referred to as the Parties.

WHEREAS, the Owner owns a parcel of real property in Travis County, Texas, which is more particularly described in the attached Exhibit "A" (the "Property") that is appraised for ad valorem tax purposes as land for agricultural, wildlife management, or timber land under Chapter 23, Tax Code;

WHEREAS, the City initiated the process to annex all or portions of Owner's Property;

WHEREAS, under Section 43.035, Texas Local Government Code, the City is required to offer to make a development agreement with the Owner that will provide for the continuation of the extraterritorial status of the area and authorize the enforcement of all regulations and planning authority of the City that do not interfere with the use of the area for agriculture, wildlife management, or timber;

WHEREAS, Section 43.035 provides that the restriction or limitation on the City's annexation of all or part of the Property under this Agreement is void if the Owner files any type of subdivision plat or related development document for the Property, regardless of how the area is appraised for ad valorem tax purposes;

WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172, Texas Local Government Code;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

Section 1. Extraterritorial Jurisdiction Status of Property. The City agrees that the Property shall remain in the City's extraterritorial jurisdiction (the "ETJ") and the City shall discontinue the pending annexation proceedings as to the Property. The City further agrees that it shall not annex the Property during the term of this Agreement, subject to the terms and conditions of this Agreement.

Section 2. Owner's Obligations. In consideration of the City's agreement not to annex the Property and as a condition of the Property remaining in the City's ETJ, the Owner covenants

and agrees to the following:

(a) The Owner shall use the Property only for agriculture, wildlife management, and/or timber land use, as defined by Chapter 23 of the Texas Tax Code, that are existing on the Effective Date of this Agreement, except for single-family residential use existing on the Effective Date or as otherwise provided by this Agreement.

(b) The Owner shall not subdivide the Property, or file for approval of a subdivision plat, site plan, or related development document for the Property with Williamson County or the City until the Property is annexed into and zoned by the City.

(c) The Owner shall not construct, or allow to be constructed, any building or structure on the Property that requires a building permit until the Property is annexed into and zoned by the City. Accessory structures authorized under the Single-Family Rural (District "SFR-1-B") (including but not limited to barns, sheds, fences, and corrals) and buildings or structures that are related to and necessary for the use of the Property as authorized under Section 2(a) (excluding new single family residences) are exceptions to this Section 2(c), provided that the Owner obtains required building permits prior to construction.

(d) The City's Single-Family Rural (District "SFR-1-B") zoning regulations shall apply to the Property, and in addition to the uses authorized under District "SFR-1-B", the Property may also be used for wildlife management or timber land, as defined by Chapter 23 of the Texas Tax Code, if such uses existed on the Effective Date of this Agreement. Fences shall not be subject to setback requirements. The City's building codes and regulations shall apply to the Property except as provided otherwise in this Section 2(d). Any buildings or structures constructed on the Property after the Effective Date shall be constructed in compliance with the regulations for the Single-Family Rural (District "SFR-1-B") and applicable building codes and regulations, provided that building permits and related inspections shall only be required for the construction of a new single family residence and additions to an existing single family residence that are authorized to be located on the Property under this Agreement.

Section 3. Development and Annexation of Property.

(a) The following occurrences shall be deemed the Owner's petition for voluntary annexation of the Property, and the Property may subsequently be annexed at the discretion of the City Council:

(1) The filing of any application for plat approval, site plan approval, building permit or related development document for the Property, or the commencement of development of the Property, except as specifically authorized herein.

(2) The Owner's failure to comply with Sections 2(a), 2(b), or 2(c).

(3) The Property is no longer appraised for ad valorem tax purposes as land for agricultural, wildlife management, or timber land under Chapter 23, Texas Tax Code, or successor statute, unless the Property is no longer appraised for such purposes because the Legislature has abolished agricultural, wildlife management, or timberland exemptions, provided that the Owner is in compliance with Section 2.

(4) The filing for voluntary annexation of the Property into the City by the Owner.

(5) The expiration of this Agreement.

(b) The Owner agrees that annexation initiated due to an occurrence under Section 3(a) shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner. Upon annexation, municipal services shall be provided to the Property in accordance with the adopted municipal services plan.

Section 4. Application of City Regulations. Pursuant to Section 43.035(b)(1)(B), Texas Local Government Code, the Property is subject to all of the City's regulations, as they are amended from time to time, and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries and the Owner acknowledges and agrees that the City is hereby authorized to enforce said regulations and planning authority except as specifically provided otherwise herein.

Section 5. Term. The term of this Agreement (the "Term") is five (5) years from the Effective Date.

Section 6. Vested Rights Claims. This Agreement is not a permit for the purposes of Chapter 245, Texas Local Government Code. The Owner hereby waives any and all vested rights and claims that the Owner may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner takes or has taken in violation of Section 2 herein. The Owner further waives any and all vested rights and claims that the Owner may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any application, plan, plat or construction the Owner may file or initiate with respect to the Property following the expiration of this Agreement prior to annexation of the Property by the City; provided that the City initiates annexation proceedings within one year following the expiration of this Agreement.

Section 7. Authorization.

(a) All parties and officers signing this Agreement warrant to be duly authorized to execute this Agreement.

(b) The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect. The failure of each and every owner of the Property to sign this Agreement at the time of approval and execution by the City shall result in the Agreement being void, and the City may, within its discretion, annex the Property in accordance with applicable law.

Section 8. Notice. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of the notices required by this Section shall be sent by personal delivery or certified mail, return receipt requested, to the City at the following address:

City of Leander
Attn: City Manager
200 W. Willis Street
Leander, Texas 78646

Notices required to be sent to the Owner shall be sent by personal delivery or certified mail, return receipt requested, to the Owner at the following address:

Larry T. Gilbreath
13303 Old 2243 West
Leander, TX 78641

Section 9. Covenant Running with the Land. This Agreement shall run with the Property, and a memorandum of this Agreement in a form substantially similar to that set forth in Exhibit "B" shall be recorded in the Official Public Records of Williamson County, Texas. The Owner and the City acknowledge and agree that this Agreement is binding upon the City and the Owner and their respective successors, executors, heirs, and assigns, as applicable, for the term of this Agreement. Conveyance of the Property, or portions thereof, to subsequent owners does not trigger a request for voluntary annexation unless Section 2 is also violated.

Section 10. Severability. If any provision of this Agreement is held by a court of competent and final jurisdiction to be invalid or unenforceable for any reason, then the remainder of the Agreement shall be deemed to be valid and enforceable as if the invalid portion had not been included.

Section 11. Amendment and Modifications. This Agreement may be amended or modified only in a written instrument that is executed by both the City and the Owner after it has been authorized by the City Council.

Section 12. Gender, Number and Headings. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section

numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

Section 13. Governmental Immunity; Defenses. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either the City or Owner, including governmental immunity, nor to create any legal rights or claims on behalf of any third party.

Section 14. Enforcement; Waiver. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 15. Effect of Future Laws. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 16. Venue and Applicable Law. Venue for this Agreement shall be in Williamson County, Texas. This Agreement shall be construed under and in accordance with the laws of the State of Texas.

Section 17. Counterparts. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 18. Effective Date. This Agreement shall be in full force and effect as of the date of approval of this Agreement by the City Council, from and after its execution by the Parties.

Section 19. Sections to Survive Termination. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions related to annexation of the Property into the City.

Entered into this ____ day of _____, 2014.

Owner (s)

_____

Printed Name: Larry T. Gilbreath

City of Leander, Texas

_____
Chris Fielder, Mayor

STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME the undersigned authority on this day personally appeared Larry T. Gilbreath, Owner of the Property, and acknowledged that s/he is fully authorized to execute the foregoing document and that s/he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 2014.

_____
Notary Public - State of Texas

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

BEFORE ME the undersigned authority on this day personally appeared Chris Fielder, Mayor, City of Leander, Texas and acknowledged that he is fully authorized to execute the foregoing document and that he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 2014.

_____
Notary Public - State of Texas

EXHIBIT "A"
Description of the Property

Parcel 1 - AW0292 HORNSBY, M. SUR., ACRES 11.24, WCAD Parcel ID R032167

Parcel 2 - AW0292 HORNSBY, M. SUR., ACRES 1.48, WCAD Parcel ID R366161

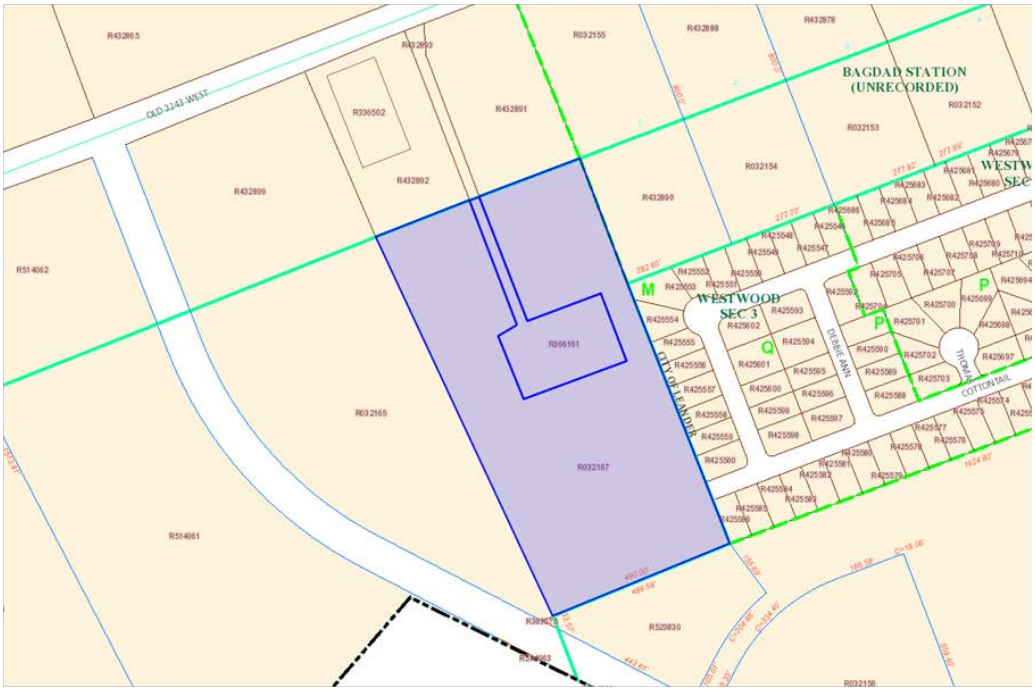


Exhibit "B"

MEMORANDUM OF RECORD
NOTICE OF DEVELOPMENT AGREEMENT

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

Whereas, the undersigned ("Owner") and the City of Leander (the "City"), entered into that certain Development Agreement under Section 43.035, Texas Local Government Code dated _____, 20_____, (the "Agreement");

Whereas, Owner and the City entered the Agreement pursuant to Local Government Code §43.035 which, pursuant to the terms and conditions of the Agreement, effectively guarantees the continuation of the extraterritorial status of Owner's property that is currently appraised for ad valorem tax purposes as agricultural land under Subchapter C or D, Chapter 23 of the Tax Code until the Agreement expires or the property is developed for purposes other than agriculture;

Whereas, Owner is the owner of record for the property described in Exhibit "A" attached hereto and incorporated herein for all purposes (the "Property");

Whereas, recording the entire Agreement in the real property records of Williamson County is impractical and needlessly burdensome; and

Whereas, the Owner and City agree to file this Memorandum of Record ("Memorandum") to provide notice of the Agreement encumbering the Property;

NOW THEREFORE, the undersigned hereby executes this Memorandum and files the same of record in the Deed Records of Williamson County, Texas, for the purpose of giving notice to all persons that:

(1) The Agreement is on file with the City Secretary at the Leander City Hall, copies of which are available upon request.

(2) The Owner is required to perform as agreed and provided in the Agreement, as well as in accordance with all other applicable rules, regulations and codes of the City, except as provided otherwise in the Agreement.

(3) The Agreement provides that any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property

Executed and filed this the _____ day of _____, 2014.

By:_____
Name: Kent Cagle
Title: City Manager

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

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of 2014.

(SEAL) _____
Notary Public-State of Texas

After Recording Return to:
City of Leander
Attn: City Secretary
P.O. Box 319
Leander, Texas 78646-0319

Executive Summary

May 1, 2014

Agenda Subject: Consider approval of an annexation Development Agreement pursuant to Chapter 43.035 of the Local Government Code between the City of Leander and Linda Hall, an individual, and Linda Hall, as trustee of the Linda Heierman Trust for three parcels of land identified by Travis Central Appraisal District as property IDs 353692, 353622, and 382587.

Background: The three parcels subject to the development agreement are within the Lakeline involuntary annexation area and have agricultural exemptions. Pursuant to the State annexation statute, a municipality is required to offer a development agreement in lieu of annexation for involuntary annexations where the property proposed for annexation is appraised for ad valorem tax purposes as agricultural, wildlife management or timber land.

The agreement provides for the areas to remain in the ETJ but subject to all municipal regulations that do not interfere with the use of the land as an agricultural property. The term of the agreement is five years with an option to renew for an additional five years.

The property will automatically be annexed if the use of the property changes or at the end of the term of the agreement.

Origination: City of Leander

Recommendation: Staff recommends that Council approve the development agreement.

Attachments:

1. Chapter 43.035 Development Agreement with Linda Hall

Prepared by: Tom Yantis, AICP
Director of Development Services

4/23/14

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

DEVELOPMENT AGREEMENT
UNDER SECTION 43.035, TEXAS LOCAL GOVERNMENT CODE

This Development Agreement under Section 43.035, Texas Local Government Code is entered between the City of Leander, Texas (the "City"); and Linda Hall, an individual, and Linda Hall, as trustee of the Linda Heierman Trust (collectively the "Owner") (the "Agreement"). The term Owner shall include all owners of the Property. The City and the Owner are collectively referred to as the Parties.

WHEREAS, the Owner owns a parcel of real property in Williamson County, Texas, which is more particularly described in the attached Exhibit "A" (the "Property") that is appraised for ad valorem tax purposes as land for agricultural, wildlife management, or timber land under Chapter 23, Tax Code;

WHEREAS, the City has begun the process to annex all or portions of Owner's Property;

WHEREAS, under Section 43.035, Texas Local Government Code, the City is required to offer to make a development agreement with the Owner that will provide for the continuation of the extraterritorial status of the area and authorize the enforcement of all regulations and planning authority of the City that do not interfere with the use of the area for agriculture, wildlife management, or timber;

WHEREAS, Section 43.035 provides that the restriction or limitation on the City's annexation of all or part of the Property under this Agreement is void if the Owner files any type of subdivision plat or related development document for the Property, regardless of how the area is appraised for ad valorem tax purposes;

WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172, Texas Local Government Code;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

Section 1. Extraterritorial Jurisdiction Status of Property. The City agrees that the Property shall remain in the City's extraterritorial jurisdiction (the "ETJ") and the City shall discontinue the pending annexation proceedings as to the Property. The City further agrees that it shall not annex the Property during the term of this Agreement, subject to the terms and conditions of this Agreement.

Section 2. Owner's Obligations. In consideration of the City's agreement not to annex the

Property and as a condition of the Property remaining in the City's ETJ, the Owner covenants and agrees to the following:

(a) The Owner shall use the Property only for agriculture, wildlife management, and/or timber land uses, as defined by Chapter 23 of the Texas Tax Code that are existing on the Effective Date of this Agreement, except for single-family residential use existing on the Effective Date or as otherwise provided by this Agreement.

(b) The Owner shall not file for approval of a subdivision plat, site plan, or related development document for the Property with Williamson County or the City until the Property is annexed into and zoned by the City. The Owner shall be allowed to have informal discussions and negotiations with Williamson County or the City regarding proposed concept plans, subdivision plats, site plans, or related development documents for the Property.

(c) The Owner shall not construct, or allow to be constructed, any building or structure on the Property that requires a building permit until the Property is annexed into and zoned by the City. Accessory structures authorized under the Single-Family Rural (District "SFR-1-B") (including but not limited to barns, sheds, fences, and corrals) and buildings or structures that are related to and necessary for the use of the Property as authorized under Section 2(a) (excluding new single family residences), and the repair, addition, or demolition of any building or structure existing on the Effective Date are exceptions to this Section 2(c), provided that the Owner obtains required building permits prior to construction.

(d) The City's Single-Family Rural (District "SFR-1-B") zoning regulations shall apply to the Property, and in addition to the uses authorized under District "SFR-1-B", the Property may also be used for agricultural, wildlife management or timber land, as defined by Chapter 23 of the Texas Tax Code, if such uses existed on the Effective Date of this Agreement. Fences shall not be subject to setback requirements. The City's building codes and regulations shall apply to the Property except as provided otherwise in this Section 2(d). Any buildings or structures constructed on the Property after the Effective Date shall be constructed in compliance with the regulations for the Single-Family Rural (District "SFR-1-B") and applicable building codes and regulations, provided that building permits and related inspections shall only be required for the construction of a new single family residence and additions to an existing single family residence that are authorized to be located on the Property under this Agreement.

Section 3. Development and Annexation of Property.

(a) The following occurrences shall be deemed the Owner's petition for voluntary annexation of the Property, and the Property may subsequently be annexed at the discretion of the City Council:

(1) The filing of any application for plat approval, site plan approval, building permits (except a building permit required for construction of improvements allowed under Section 2 of this Agreement),or related development document for the Property, or the commencement of development of the Property (collectively "Development Permit"), except as specifically authorized herein. The Parties agree that: i) Owner's informal discussions and negotiations regarding possible Development Permits are not to be considered a Development Permit: and ii) for purposes of this Agreement the term "informal discussions and negotiations" does not include a formal application for a Development Permit.

(2) The Owner's failure to comply with Sections 2(a), 2(b), or 2(c).

(3) The Property is no longer appraised for ad valorem tax purposes as land for agricultural, wildlife management, or timber land under Chapter 23, Texas Tax Code (as determined by a court of final jurisdiction), or successor statute, unless the Property is no longer appraised for such purposes because the Legislature has abolished agricultural, wildlife management, or timberland exemptions, provided that the Owner is in compliance with Section 2.

(4) The filing for voluntary annexation of the Property into the City by the Owner.

(5) The expiration of this Agreement.

(b) The Owner agrees that annexation initiated due to an occurrence under Section 3(a) shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner. Upon annexation, municipal services shall be provided to the Property in accordance with the adopted municipal services plan.

Section 4. Application of City Regulations. Pursuant to Section 43.035(b)(1)(B), Texas Local Government Code, the Property is subject to all of the City's regulations, as they are amended from time to time, and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries and the Owner acknowledges and agrees that the City is hereby authorized to enforce said regulations and planning authority except as specifically provided otherwise herein; provided that fees that are applicable to properties located within the ETJ shall apply to the Property.

Section 5. Term. The term of this Agreement is five (5) years from the Effective Date (the "Initial Term"). The Owner shall have the option to renew this Agreement for an additional five (5) years by providing the City with written notice of Owner's intention to exercise the renewal option during the 90-days prior to the expiration of the Initial Term.

Section 6. Vested Rights Claims. This Agreement is not a permit for the purposes of Chapter

245, Texas Local Government Code. The Owner hereby waives any and all vested rights and claims that the Owner may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code, but only those vested right and claims that would otherwise exist by virtue of any actions Owner takes after the Effective Date of this Agreement in violation of Section 2 herein. The Owner further waives any and all vested rights and claims that the Owner may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction the Owner may initiate following the expiration of this Agreement and the institution of annexation proceedings by the City; provided that the City initiates annexation proceedings within one year following the expiration of this Agreement. Notwithstanding anything herein to the contrary, Owner does not waive any vested rights or claims that Owner may have in the Property under Section 43.002(a)(2) and/or Chapter 245 of the Texas Local Government Code, as of the Effective Date of this Agreement.

Section 7. Authorization.

(a) All parties and officers signing this Agreement warrant to be duly authorized to execute this Agreement.

(b) The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect. The failure of each and every owner of the Property to sign this Agreement at the time of approval and execution by the City shall result in the Agreement being void, and the City may, within its discretion, annex the Property in accordance with applicable law.

Section 8. Notice. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of the notices required by this Section shall be sent by personal delivery or certified mail, return receipt requested, to the City at the following address:

City of Leander
Attn: City Manager
200 W. Willis Street
Leander, Texas 78646

Notices required to be sent to the Owner shall be sent by personal delivery or certified mail, return receipt requested, to the Owner at all of the following addresses:

Linda Hall
2501 Old Quarry Road
Leander, Texas 78641

Linda Hall, Trustee
Linda Heierman Trust

2501 Old Quarry Road
Leander, Texas 78641

With a copy to Owner's attorney at:

Jim Bellevue
Law Office of James Bellevue
6705 W. HWY 290
Suite 502-295
Austin, Texas 78735

Section 9. Covenant Running with the Land. This Agreement shall run with the Property, and a memorandum of this Agreement acceptable to City and the Owner shall be recorded in the Official Public Records of Williamson County, Texas. The Owner and the City acknowledge and agree that this Agreement is binding upon the City and the Owner and their respective successors, executors, heirs, and assigns, as applicable, for the term of this Agreement. Conveyance of the Property, or portions thereof, to subsequent owners does not trigger a request for voluntary annexation unless Section 2 is also violated.

Section 10. Severability. If any provision of this Agreement is held by a court of competent and final jurisdiction to be invalid or unenforceable for any reason, then the remainder of the Agreement shall be deemed to be valid and enforceable as if the invalid portion had not been included.

Section 11. Amendment and Modifications. This Agreement may be amended or modified only in a written instrument that is executed by both the City and the Owner after it has been authorized by the City Council.

Section 12. Gender, Number and Headings. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

Section 13. Governmental Immunity; Defenses. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either the City or Owner, including governmental immunity, nor to create any legal rights or claims on behalf of any third party.

Section 14. Enforcement; Waiver. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 15. Effect of Future Laws. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 16. Venue and Applicable Law. Venue for this Agreement shall be in Williamson County, Texas. This Agreement shall be construed under and in accordance with the laws of the State of Texas.

Section 17. Counterparts. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 18. Effective Date. This Agreement shall be in full force and effect as of the date of approval of this Agreement by the City Council, from and after its execution by the Parties.

Section 19. Sections to Survive Termination. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions related to annexation of the Property into the City.

Entered into this ____ day of _____, 2014.

Owner (s)

_____
Printed Name: Linda Hall

_____
Printed Name: Linda Hall, Trustee
Linda Heierman Trust

City of Leander, Texas

_____
_____, Mayor

STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME the undersigned authority on this day personally appeared Linda Hall, and individual, one of the Owners of the Property, and acknowledged that she is fully authorized to execute the foregoing document and that she executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 2014 .

_____
Notary Public - State of Texas

STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME the undersigned authority on this day personally appeared Linda Hall, Trustee of the Linda Heierman Trust, one of the Owners of the Property, and acknowledged that she is fully authorized to execute the foregoing document and that she executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 2014.

_____
Notary Public - State of Texas

STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME the undersigned authority on this day personally appeared _____, Mayor, City of Leander, and acknowledged that he is fully authorized to execute the foregoing document and that he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 2014.

_____
Notary Public - State of Texas

EXHIBIT "A"
Description of the Property

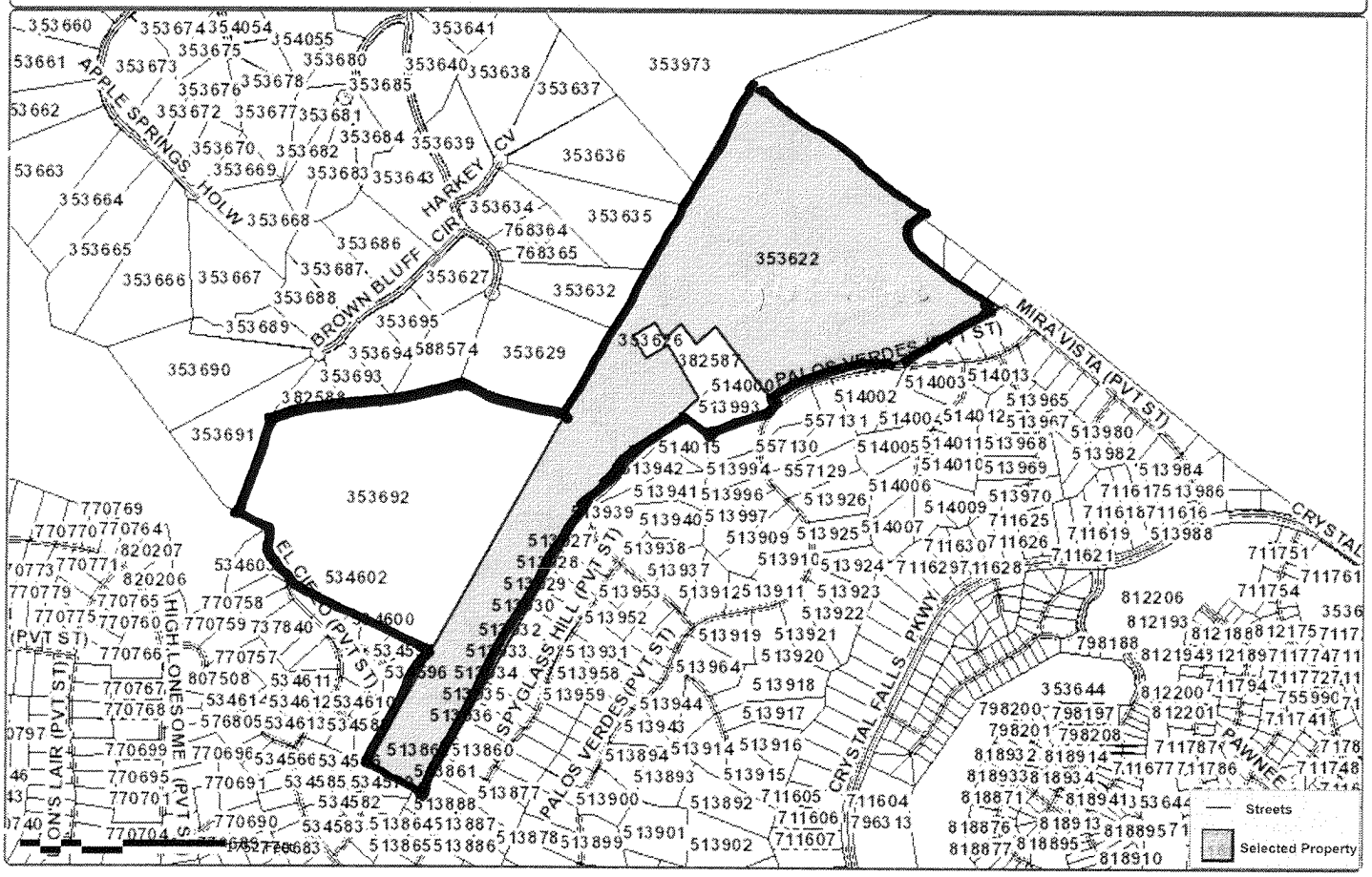
TRACT ONE:
146.625 acres; ABS 381 SUR 704 Heartt Chas Survey; Travis CAD Account No. 353622

TRACT TWO:
5.075 acres; ABS 381 SUR 704, Heartt Chas Survey; Travs CAD Account No. 382587

TRACT THREE:
83.391 acres; Lot 54, Apple Springs subdivision; Travis CAD Account No. 353692

Linda Hall, et al : 230 acres

Travis CAD - Map of Property ID 353622 for Year 2013



Property Details

Account

Property ID: 353622
Geo ID: 0509470102
Type: Real
Legal Description: ABS 381 SUR 704 HEARTT CHAS S ACR 146.625 (1D1) (96.278AC IN TRAVIS CO)

Location

Situs Address: ROUND MOUNTAIN RD TX 78641
Neighborhood: Land Region 145
Mapsco: 341Y
Jurisdictions: 0A, 03, 2J, 41, 68, 69

Owner

Owner Name: HEIERMAN LINDA TRUST
Mailing Address: , 2501 OLD QUARRY RD, , LEANDER, TX 78641-8839

Property

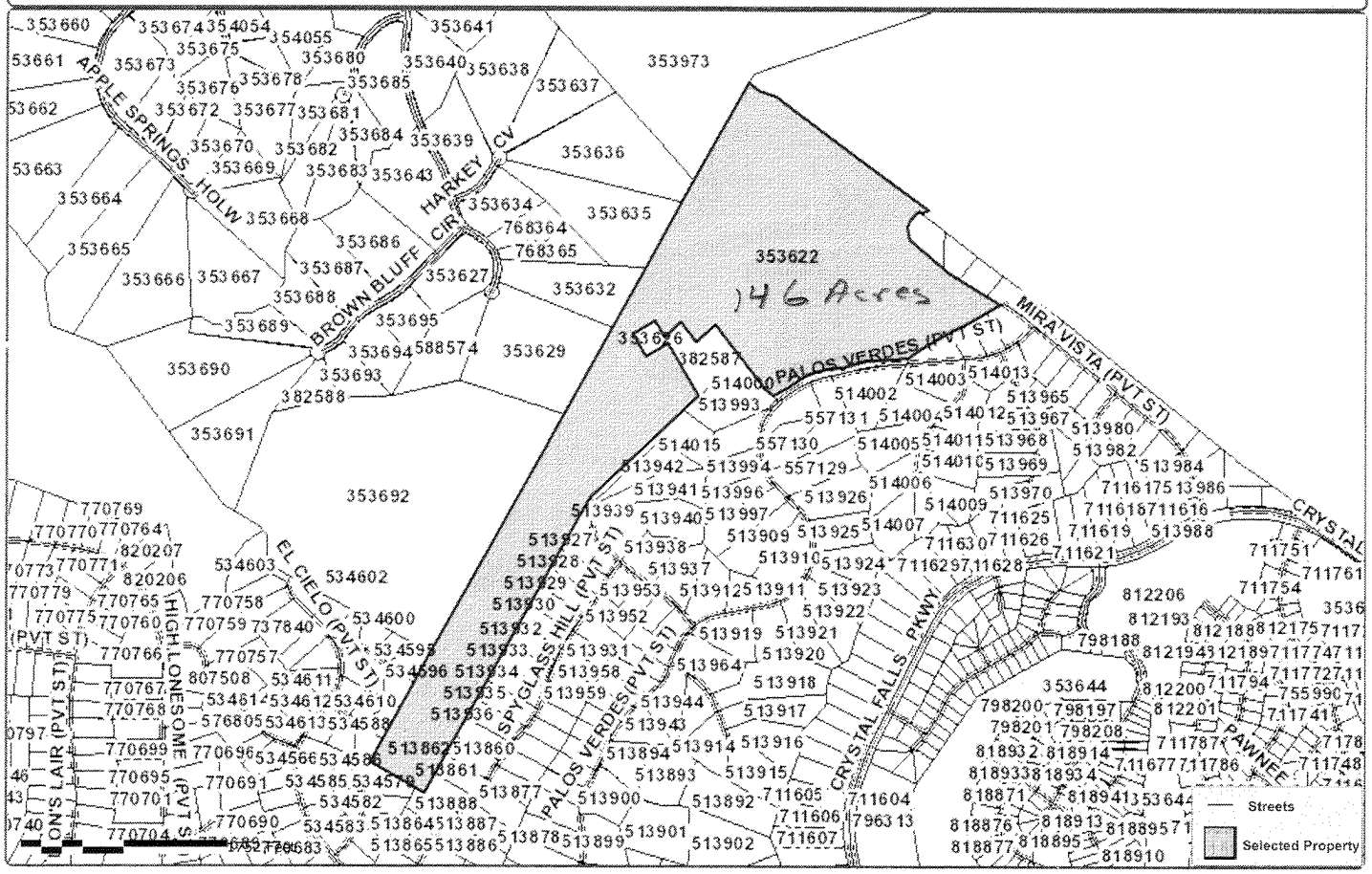
Appraised Value: $53,170.00

http://propaccess.traviscad.org/Map/View/Map/1/353622/2013

powered by: PropertyACCESS www.trueautomation.com

Map Disclaimer: This tax map was compiled solely for the use of TCAD. Areas depicted by these digital products are approximate, and are not necessarily accurate to mapping, surveying or engineering standards. Conclusions drawn from this information are the responsibility of the user. The TCAD makes no claims, promises or guarantees about the accuracy, completeness or adequacy of this information and expressly disclaims liability for any errors and omissions. The mapped data does not constitute a legal document.

Travis CAD - Map of Property ID 353622 for Year 2013



Property Details

Account

Property ID: 353622
Geo ID: 0509470102
Type: Real
Legal Description: ABS 381 SUR 704 HEARTT CHAS S ACR 146.625 (1D1) (96.278AC IN TRAVIS CO)

Location

Situs Address: ROUND MOUNTAIN RD TX 78641
Neighborhood: Land Region 145
Mapsco: 341Y
Jurisdictions: 0A, 03, 2J, 41, 68, 69

Owner

Owner Name: HEIERMAN LINDA TRUST
Mailing Address: , 2501 OLD QUARRY RD, , LEANDER, TX 78641-8839

Property

Appraised Value: $53,170.00

http://propaccess.traviscad.org/Map/View/Map/1/353622/2013

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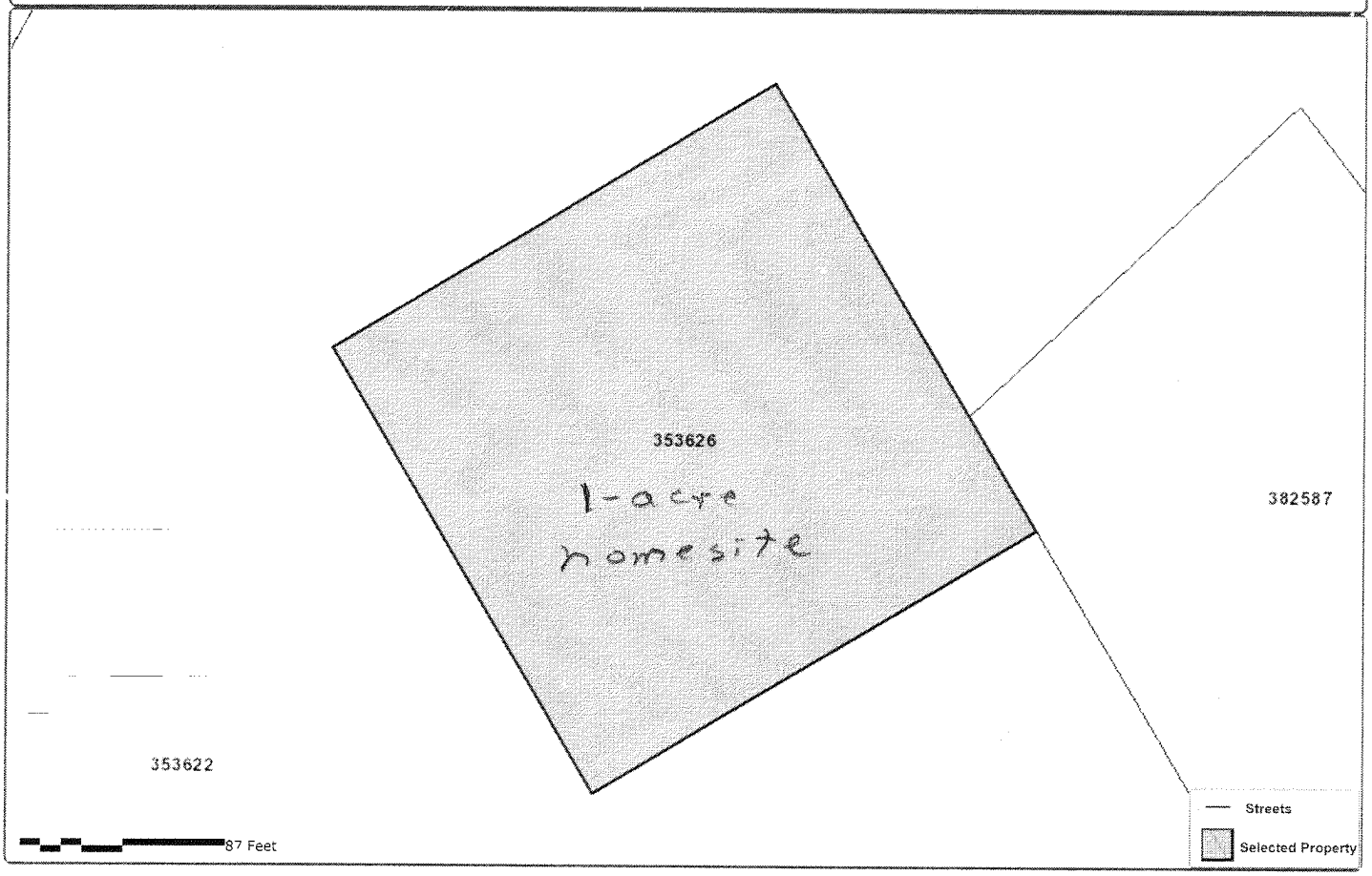
Travis CAD - Map of Property ID 353626 for Year 2013



Property Details

Account

Property ID: 353626
Geo ID: 0509470112
Type: Real
Legal Description: ABS 381 SUR 704 HEARTT CHAS S ACR 1.000

Location

Situs Address: 2501 OLD QUARRY LN TX 78641
Neighborhood: Land Region 145
Mapsco:
Jurisdictions: 0A, 03, 2J, 41, 68, 69

Owner

Owner Name: HALL LINDA HEIERMAN
Mailing Address: , 2501 OLD QUARRY RD, , LEANDER, TX 78641-8839

Property

Appraised Value: $406,711.00

http://propaccess.traviscad.org/Map/View/Map/1/353626/2013

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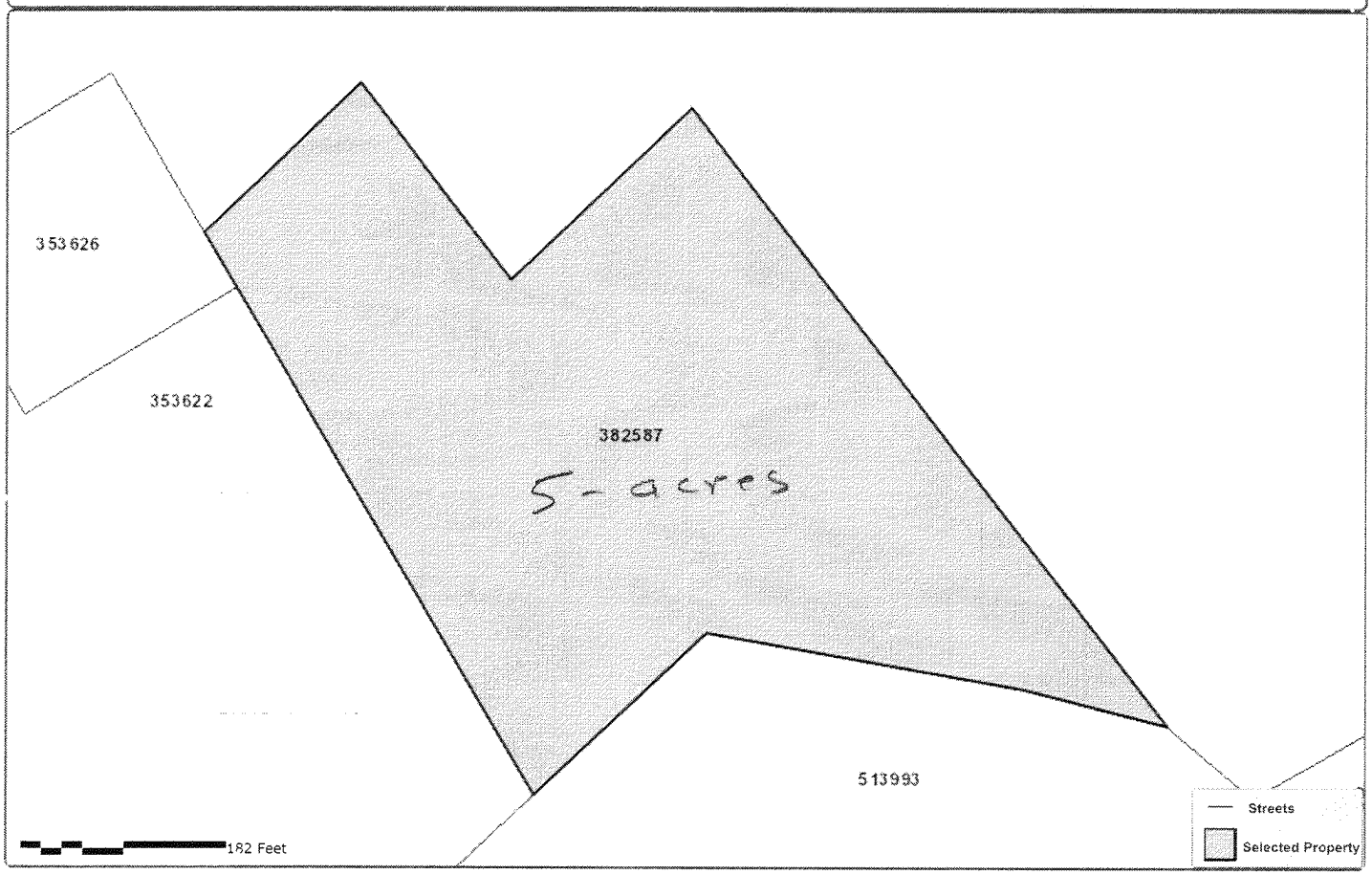
Travis CAD - Map of Property ID 382587 for Year 2013



Property Details

Account

Property ID: 382587
Geo ID: 0509470112
Type: Real
Legal Description: ABS 381 SUR 704 HEARTT CHAS S ACR 5.075 [1-D-1]

Location

Situs Address: 2501 OLD QUARRY LN TX 78641
Neighborhood: Land Region 145
Mapsco: 341U
Jurisdictions: 0A, 03, 2J, 41, 68, 69

Owner

Owner Name: HALL LINDA HEIERMAN
Mailing Address: , 2501 OLD QUARRY RD, , LEANDER, TX 78641-8839

Property

Appraised Value: $365.00

http://propaccess.traviscad.org/Map/View/Map/1/382587/2013

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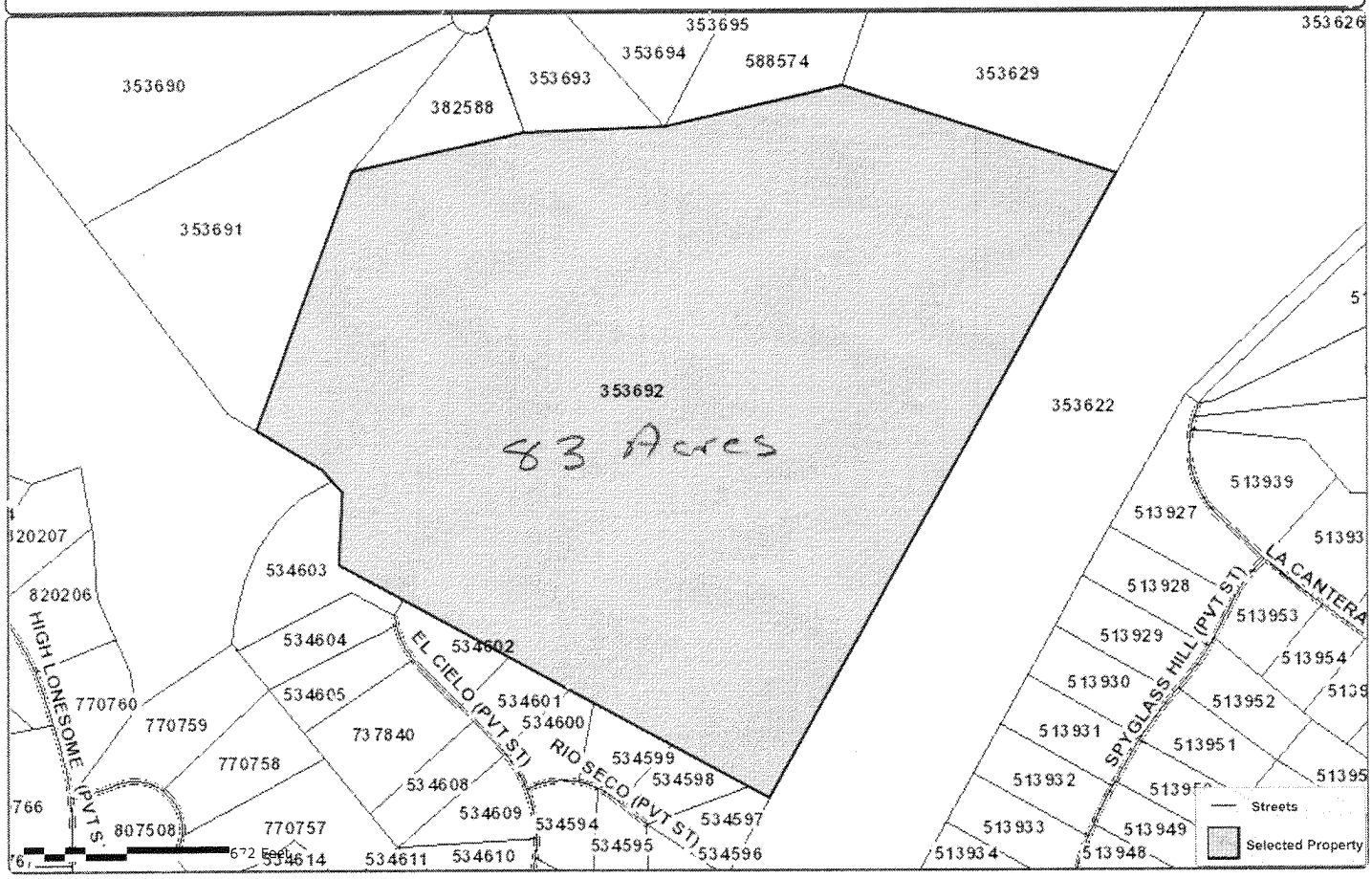
Travis CAD - Map of Property ID 353692 for Year 2013



Property Details

Account

Property ID: 353692
Geo ID: 0509570245
Type: Real
Legal Description: 83.391 ACR OF LOT 54 APPLE SPRINGS [1-D-1]

Location

Situs Address: BROWN BLUFF CIR TX 78641
Neighborhood: APPLE SPRINGS
Mapsco: 341Y
Jurisdictions: 0A, 03, 2J, 41, 68, 69

Owner

Owner Name: HALL LINDA HEIERMAN
Mailing Address: , 2501 OLD QUARRY RD, , LEANDER, TX 78641-8839

Property

Appraised Value: $6,004.00

http://propaccess.traviscad.org/Map/View/Map/1/353692/2013

powered by: PropertyACCESS www.trueautomation.com

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AGENDA ITEM # 22

Executive Summary

May 1, 2014

Agenda Subject: Consider approval of an annexation Development Agreement pursuant to Chapter 43.035 of the Local Government Code between the City of Leander and Mr. and Mrs. John Gilpin, for nine parcels of land identified by Travis Central Appraisal District as property IDs 353973, 353974, and 382596 and Williamson Central Appraisal District as property IDs R514061, R519115, R383674, R032162, R514060 and R032165.

Background: The nine parcels subject to the development agreement are within the Lakeline involuntary annexation area and have agricultural exemptions. Pursuant to the State annexation statute, a municipality is required to offer a development agreement in lieu of annexation for involuntary annexations where the property proposed for annexation is appraised for ad valorem tax purposes as agricultural, wildlife management or timber land.

The agreement provides for the areas to remain in the ETJ but subject to all municipal regulations that do not interfere with the use of the land as an agricultural property. The term of the agreement is eight years.

The agreement also provides for the City to work with the property owner on a development agreement for future development of the property upon annexation.

The property will automatically be annexed if the use of the property changes or at the end of the term of the agreement.

Origination: City of Leander

Recommendation: Staff recommends that Council approve the development agreement.

Attachments:

1. Chapter 43.035 Development Agreement with Mr. and Mrs. John Gilpin

Prepared by: Tom Yantis, AICP
Director of Development Services

4/23/14

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

DEVELOPMENT AGREEMENT
UNDER SECTION 43.035, TEXAS LOCAL GOVERNMENT CODE

This Development Agreement under Section 43.035, Texas Local Government Code is entered between the City of Leander, Texas (the "City") and the undersigned property owner(s) (the "Owner") (the "Agreement"). The term Owner shall include all owners of the Property. The City and the Owner are collectively referred to as the Parties.

WHEREAS, the Owner owns a parcel of real property in Travis County, Texas, which is more particularly described in the attached Exhibit "A" (the "Property") that is appraised for ad valorem tax purposes as land for agricultural, wildlife management, or timber land under Chapter 23, Tax Code;

WHEREAS, the City initiated the process to annex all or portions of Owner's Property;

WHEREAS, under Section 43.035, Texas Local Government Code, the City is required to offer to make a development agreement with the Owner that will provide for the continuation of the extraterritorial status of the area and authorize the enforcement of all regulations and planning authority of the City that do not interfere with the use of the area for agriculture, wildlife management, or timber;

WHEREAS, Section 43.035 provides that the restriction or limitation on the City's annexation of all or part of the Property under this Agreement is void if the Owner files any type of subdivision plat or related development document for the Property, regardless of how the area is appraised for ad valorem tax purposes;

WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172, Texas Local Government Code;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

Section 1. Extraterritorial Jurisdiction Status of Property. The City agrees that the Property shall remain in the City's extraterritorial jurisdiction (the "ETJ") and the City shall discontinue the pending annexation proceedings as to the Property. The City further agrees that it shall not annex the Property during the term of this Agreement, subject to the terms and conditions of this Agreement.

Section 2. Owner's Obligations. In consideration of the City's agreement not to annex the Property and as a condition of the Property remaining in the City's ETJ, the Owner covenants

and agrees to the following:

(a) The Owner shall use the Property only for agriculture, wildlife management, and/or timber land use, as defined by Chapter 23 of the Texas Tax Code, that are existing on the Effective Date of this Agreement, except for single-family residential use existing on the Effective Date or as otherwise provided by this Agreement.

(b) The Owner shall not subdivide the Property, or file for approval of a subdivision plat, site plan, or related development document for the Property with Williamson County or the City until the Property is annexed into and zoned by the City.

(c) The Owner shall not construct, or allow to be constructed, any building or structure on the Property that requires a building permit until the Property is annexed into and zoned by the City. Accessory structures authorized under the Single-Family Rural (District "SFR-1-B") (including but not limited to barns, sheds, fences, and corrals) and buildings or structures that are related to and necessary for the use of the Property as authorized under Section 2(a) (excluding new single family residences) are exceptions to this Section 2(c), provided that the Owner obtains required building permits prior to construction.

(d) While the Agreement remains in effect, the Property may be used for purposes of agriculture, wildlife management, and/or timber land use, as defined by Chapter 23 of the Texas Tax Code and the uses authorized under the City's Single-Family Rural (District "SFR-1-B") zoning district. If, during the term of the Agreement, the Property is utilized for uses other than agriculture, wildlife management, and/or timber land use, then the SFR-1-B regulations shall apply to such use of the Property. Fences shall not be subject to setback requirements. The City's building codes and regulations shall apply to the Property except as provided otherwise in this Section 2. Any buildings or structures constructed on the Property after the Effective Date shall be constructed in compliance with the regulations for the Single-Family Rural (District "SFR-1-B") and applicable building codes and regulations, provided that building permits and related inspections shall only be required for the construction of a new single family residence and additions to an existing single family residence that are authorized to be located on the Property under this Agreement.

Section 3. Development and Annexation of Property.

(a) The following occurrences shall be deemed the Owner's petition for voluntary annexation of the Property, and the Property may subsequently be annexed at the discretion of the City Council:

(1) The filing of any application for plat approval (whether a preliminary plat or final plat), site plan approval, building permit or other development approval for the Property, or the commencement of development of the Property for a use or

purpose other as specifically authorized herein.

(2) The Owner's failure to comply with Sections 2(a), 2(b), or 2(c) after receiving written notice from the City of such failure and failing to correct such failure to comply within thirty days from the date of the notice.

(3) The Property is no longer appraised for ad valorem tax purposes as land for agricultural, wildlife management, or timber land under Chapter 23, Texas Tax Code, or successor statute, unless the Property is no longer appraised for such purposes because the Legislature has abolished agricultural, wildlife management, or timberland exemptions, provided that the Owner is in compliance with Section 2.

(4) The filing for voluntary annexation of the Property into the City by the Owner.

(5) The expiration of this Agreement.

(b) The Owner agrees that annexation initiated due to an occurrence under Section 3(a) shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner.

(c) Upon annexation, municipal services shall be provided to the Property in accordance with the adopted municipal services plan meeting the requirements of Section 43.056 (b)-(o) of the Texas Local Government Code, as amended. Further and notwithstanding the provisions of Section 3(a) to the contrary, by entering this Agreement, Owner does not waive the requirements set forth in Sections 43.056 (b)-(o), 43.141, or 43.148 of the Texas Local Government Code and the City agrees and acknowledges that it must comply with such provisions, to the extent applicable to the City in its annexation of the Property.

(d) The Owner and the City agree and acknowledge that this Agreement does not establish the zoning of the Property upon annexation. The parties further agree and acknowledge that the reference to SFR-1-B or other City zoning requirements or designations herein is solely for purposes of establishing requirements of Owner under this Agreement and does not represent an agreement of Owner that such zoning is appropriate for the future use or zoning of the Property. Owner and the City intend to enter into a mutually agreeable development agreement pursuant to Chapter 212.172 of the Texas Local Government Code (the "Chapter 172 Agreement") that will address permitted uses of the Property before and after annexation and other matters related to the future development and use of the Property after it ceases to be used for agricultural purposes. The City and Owner further acknowledge that the Owner intends to pursue the approval of Planned Unit Development (PUD) zoning for the Property pursuant to Article III, Section 16 of the City of Leander Composite Zoning Ordinance concurrently with the annexation of the Property for a mixed use development of the Property. Neither the City nor the Owner shall be bound to enter into the Chapter 172 Agreement unless the parties agree in writing on the form and

content of the Chapter 172 Agreement and all procedures for adoption and approval of the Chapter 172 Agreement are duly satisfied. Further, the City shall not be required to approve the PUD zoning for the Property and all procedures for adoption and approval of the PUD zoning of the Property must be duly satisfied in accordance with requirements of the City's Code of Ordinances and state law.

(e) The City and Owner agree that Owner shall be entitled to file an application for PUD zoning of the Property prior to annexation of the Property; provided that the application will not be finally acted upon by the City Council until the Property is located within the city limits. Provided that Owner complies with all other terms and conditions of this Agreement and Owner continues to use the Property solely for agriculture, wildlife management, and/or timber land use while the PUD zoning application is pending, the filing and processing of the PUD zoning application shall not result in the annexation of the Property until the PUD zoning application is approved on Second Reading by the City Council. Notwithstanding the forgoing, the Owner waives any and all vested rights and claims that the Owner may have under Section 43.002(a)(2) resulting from the filing of an application for the PUD zoning on the Property.

Section 4. Application of City Regulations. Pursuant to Section 43.035(b)(1)(B), Texas Local Government Code, the Property is subject to all of the City's regulations, as they are amended from time to time, and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries and the Owner acknowledges and agrees that the City is hereby authorized to enforce said regulations and planning authority except as specifically provided otherwise herein.

Section 5. Term. The term of this Agreement (the "Term") is eight (8) years from the Effective Date.

Section 6. Vested Rights Claims. This Agreement is not a permit for the purposes of Chapter 245, Texas Local Government Code. The Owner may not claim that Section 43.002(a)(2) or Chapter 245, Texas Local Government Code applies to uses or development of the Property that do not comply with Section 2 of this Agreement.

Section 7. Authorization.

(a) All parties and officers signing this Agreement warrant to be duly authorized to execute this Agreement.

(b) The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect. The failure of each and every owner of the Property to sign this Agreement at the time of approval and execution by the City shall result in the Agreement being void, and the City may, within its discretion, annex the Property in accordance with applicable law.

Section 8. Notice. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of notices required by this this Agreement shall be sent by personal delivery or certified mail, return receipt requested, to the City at the following address:

City of Leander
Attn: City Manager
200 W. Willis Street
Leander, Texas 78646

Notices required to be sent to the Owner shall be sent by personal delivery or certified mail, return receipt requested, to the Owner at the following address:

Mr. and Mrs. John Gilpin
P.O. Box 1204
Salado, Texas 76571-1204

With a copy to:

William P. McLean
McLean & Howard, L.L.P.
901 S. Mopac Expwy.
Building 2, Suite 225
Austin, Tx. 78746

Section 9. Covenant Running with the Land. This Agreement shall run with the Property, and a memorandum of this Agreement in a form substantially similar to that set forth in Exhibit "B" shall be recorded in the Official Public Records of Williamson County, Texas. The Owner and the City acknowledge and agree that this Agreement is binding upon the City and the Owner and their respective successors, executors, heirs, and assigns, as applicable, for the term of this Agreement. Conveyance of the Property, or portions thereof, to subsequent owners does not trigger a request for voluntary annexation unless Section 2 is also violated.

Section 10. Severability. If any provision of this Agreement is held by a court of competent and final jurisdiction to be invalid or unenforceable for any reason, then the remainder of the Agreement shall be deemed to be valid and enforceable as if the invalid portion had not been included.

Section 11. Amendment and Modifications. This Agreement may be amended or modified only in a written instrument that is executed by both the City and the Owner after it has been authorized by the City Council.

Section 12. Gender, Number and Headings. Words of any gender used in this Agreement

shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

Section 13. Governmental Immunity; Defenses. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either the City or Owner, including governmental immunity, nor to create any legal rights or claims on behalf of any third party.

Section 14. Enforcement; Waiver. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 15. Effect of Future Laws. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 16. Venue and Applicable Law. Venue for this Agreement shall be in Williamson County, Texas. This Agreement shall be construed under and in accordance with the laws of the State of Texas.

Section 17. Counterparts. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 18. Effective Date. This Agreement shall be in full force and effect as of the date of approval of this Agreement by the City Council, from and after its execution by the Parties.

Section 19. Sections to Survive Termination. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions related to annexation of the Property into the City.

Entered into this ____ day of _____, 2014.

Owner (s)

_____
Printed Name: _____

_____
Printed Name: _____

City of Leander, Texas

_____
Christopher Fielder, Mayor

STATE OF TEXAS **§**
COUNTY OF _____ **§**

BEFORE ME the undersigned authority on this day personally appeared _____, Owner of the Property, and acknowledged that s/he is fully authorized to execute the foregoing document and that s/he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 2014.

_____
Notary Public - State of Texas

STATE OF TEXAS **§**
COUNTY OF _____ **§**

BEFORE ME the undersigned authority on this day personally appeared _____, Owner of the Property, and acknowledged that s/he is fully authorized to execute the foregoing document and that s/he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 2014.

_____
Notary Public - State of Texas

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

BEFORE ME the undersigned authority on this day personally appeared Christopher Fielder, Mayor, City of Leander, Texas and acknowledged that he is fully authorized to execute the foregoing document and that he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 2014.

_____
Notary Public - State of Texas

EXHIBIT "A"
Description of the Property

TRACT ONE:
215.7811 acres; ABS 2101 FREEMAN T M R R CO ABS 2710 HORNSBY M S; Travis CAD Account No. 353973

TRACT TWO:
19.98 acres; ABS 2710 HORNSBY M S; Travis CAD Account No. 353974

TRACT THREE:
37.06 acres; ABS 2710 HORNSBY M S; Travis CAD Account No. 382596

TRACT FOUR:
13.021 acres; AW0292 - Hornsby, M. Sur.; Williamson CAD Account No. R514061

TRACT FIVE:
0.145 acres; Hornsby, M. Sur.; Williamson CAD Account No. R519115

TRACT SIX:
1.268 acres; Hornsby, M. Sur.; Williamson CAD Account No. R383674

TRACT SEVEN:
155.85 acres; Hornsby, M. Sur.; Williamson CAD Account No. R032162

TRACT EIGHT:
23.089 acres; Hornsby, M. Sur.; Williamson CAD Account No. R514060

TRACT NINE:
8.926 acres; Hornsby, M. Sur.; Williamson CAD Account No. R032165

Exhibit "B"

MEMORANDUM OF RECORD
NOTICE OF DEVELOPMENT AGREEMENT

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

Whereas, the undersigned ("Owner") and the City of Leander (the "City"), entered into that certain Development Agreement under Section 43.035, Texas Local Government Code dated _____, 20_____, (the "Agreement");

Whereas, Owner and the City entered the Agreement pursuant to Local Government Code §43.035 which, pursuant to the terms and conditions of the Agreement, effectively guarantees the continuation of the extraterritorial status of Owner's property that is currently appraised for ad valorem tax purposes as agricultural land under Subchapter C or D, Chapter 23 of the Tax Code until the Agreement expires or the property is developed for purposes other than agriculture;

Whereas, Owner is the owner of record for the property described in Exhibit "A" attached hereto and incorporated herein for all purposes (the "Property");

Whereas, recording the entire Agreement in the real property records of Williamson County is impractical and needlessly burdensome; and

Whereas, the Owner and City agree to file this Memorandum of Record ("Memorandum") to provide notice of the Agreement encumbering the Property;

NOW THEREFORE, the undersigned hereby executes this Memorandum and files the same of record in the Deed Records of Williamson County, Texas, for the purpose of giving notice to all persons that:

(1) The Agreement is on file with the City Secretary at the Leander City Hall, copies of which are available upon request.

(2) The Owner is required to perform as agreed and provided in the Agreement, as well as in accordance with all other applicable rules, regulations and codes of the City, except as provided otherwise in the Agreement.

(3) The Agreement provides that any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property

Executed and filed this the _____ day of _____, 2014.

By:_____
Name: Kent Cagle
Title: City Manager

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of 2014.

(SEAL) _____
Notary Public-State of Texas

After Recording Return to:
City of Leander
Attn: City Secretary
P.O. Box 319
Leander, Texas 78646-0319

Executive Summary

May 1, 2014

Agenda Subject: Consider acceptance of a Petition for the Creation of a Public Improvement District to Finance Improvements in the Oak Creek Subdivision and setting a public hearing on advisability of the proposed improvements.

Background: The City Council conducted a workshop on December 5, 2013 to discuss public improvement districts and the potential to create a PID for two specific projects. One of those projects was the Oak Creek development near the intersection of 183 and San Gabriel Blvd. Since that meeting, the Oak Creek project has continued to progress with applications for zoning and preliminary plat. The developers of Oak Creek have also met with staff to discuss their proposal to create a PID on the property and to enter an agreement for TIRZ reimbursements for certain infrastructure improvements associated with the project.

At the April 17, 2014 meeting, Council directed staff to proceed with the steps necessary to accept the PID petition and schedule the public hearing for the creation of the PID. This item achieves those two actions.

If approved, the public hearing will be scheduled for June 5, 2014.

Origination: Applicant: Sentinel/Cotter Leander, LLC

Recommendation: Staff recommends acceptance of the PID petition and setting the public hearing for June 5, 2014.

Attachments:

1. PID petition

Prepared by: Tom Yantis, AICP
Director of Development Services

4/23/14

PETITION FOR THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT TO FINANCE IMPROVEMENTS TO OAK CREEK SUBDIVISION

THE STATE OF TEXAS §
§
CITY OF LEANDER §

TO: THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF LEANDER

The undersigned petitioners (the "*Petitioners*"), acting pursuant to the provisions of Chapter 372, Texas Local Government Code, as amended (the "*Act*"), request that the City of Leander create a public improvement district (the "District) in the territory described in Exhibit A attached hereto (the "*Land*") within the City of Leander, Texas (the "*City*"), and in support of this petition the Petitioners would present the following:

Section 1. Standing of Petitioners. In compliance with the requirements of Texas Local Government Code, Section 372.005(b), as determined by the current tax roll of the Williamson County Central Appraisal District, the Petitioners constitute: (i) the owners of taxable real property representing more than 50% of the appraised value of real property liable for assessment under the proposal described herein, and (ii) the record owners of taxable real property that constitutes more than 50% of the area of all taxable real property that is liable for assessment under such proposal.

Section 2. General Nature of the Proposed Construction and Maintenance of the Public Improvements. The general nature of the proposed public improvements are: (i) the establishment of parks and open space, together with the design, construction and maintenance of any ancillary structures, features or amenities such as trails, pavilions, community facilities, irrigation, walkways, lighting, benches, swimming pools, trash receptacles and any similar items located therein; (ii) landscaping; (iii) acquisition, construction, and improvement of water, wastewater and drainage facilities; (iv) acquisition, construction and improvement of streets, roadways, rights-of-way and related facilities; (v) entry monumentation and features; (vi) signage; (vii) projects similar to those listed in subsections (i) – (vi) above; and (viii) payment of costs associated with constructing and financing the public improvements listed in subparagraphs (i) – (vii) above, including costs of establishing, administering and operating the District.

Section 3. Estimated Cost of the Proposed Construction of the Public Improvements: $16,390,000.00 (a portion of which will be funded by the PID).

Section 4. Boundaries. The proposed boundaries of the District are described on Exhibit A attached hereto.

Section 5. Method of Assessment. An assessment methodology will be prepared that will address: (i) how the costs of the public improvements financed with the assessments are assessed against the property in the District, (ii) the assessments to be collected each year, and (iii) reduction of the assessments for costs savings (pursuant to the annual review of the service plan for the District). Additionally, a report will be prepared showing the special benefits accruing to property in the District and how the costs of the public improvements are assessed to

property on the basis of the special benefits. The result will be that equal shares of the costs will be imposed on property similarly benefited.

The assessment methodology will result in each parcel paying its fair share of the costs of the public improvements provided with the assessments based on the special benefits received by the property from the public improvements and property equally situated paying equal shares of the costs of the public improvements.

Section 6. Apportionment of Cost between the City and the District. Approval and creation of the PID will not obligate the City to provide any funds to finance the proposed public improvements. All of the costs of the proposed public improvements will be paid by assessments of the property within the District and from other sources of funds, if any, available to the owner of the Land.

Section 7. Management of the District. The City will manage the District, or, to the extent allowed by law, the City may contract with either a non-profit, or a for-profit organization including a Public Facilities Corporation created by the City pursuant to Chapter 303, Texas Local Government Code, to carry out all or a part of the responsibilities of managing the District, including the day-to-day management and administration of the District.

Section 8. Advisory Board. An advisory board will not be established by the City Council of the City (the "*City Council*").

The signers of this petition request the establishment for the District and this petition will be filed with the City Secretary in support of the creation of the District by the City Council as herein provided.

[Signature on following page]

PETITIONER:

SENTINEL/COTTER LEANDER, LLC,
a Texas limited liability company

By: _____
Name: THOMAS J. RIELLY
Title: MANAGER

THE STATE OF _____
COUNTY OF _____

THIS INSTRUMENT is acknowledged before me on this ___ day of March, 2014, by _____, as _____ of Sentinel/Cotter Leander, LLC, a Texas limited liability company, on behalf of said limited liability company

[SEAL]

_____
Notary Public, State of _____

SEE ATTACHED

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of ORANGE

On 3/14/14 (Date) before me, C. TWARDOWSKI, NOTARY PUBLIC, (Here Insert Name and Title of the Officer)

personally appeared THOMAS J. RIELLY (Name(s) of Signer(s))

C. TWARDOWSKI
Commission # 1993115
Notary Public - California
Orange County
My Comm. Expires Nov 1, 2016

who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~ authorized capacity(~~ies~~), and that by his/~~her~~/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: C. Twardowski
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: PETITION FOR THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT TO FINANCE IMPROVEMENTS TO OAK CREEK SUBDIVISION

Document Date: NONE Number of Pages: 11

Signer(s) Other Than Named Above: NONE

Capacity(ies) Claimed by Signer(s)

Signer's Name: THOMAS J. RIELLY	Signer's Name:
☐ Corporate Officer — Title(s):	☐ Corporate Officer — Title(s):
☐ Individual	☐ Individual
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact	☐ Attorney in Fact
☐ Trustee	☐ Trustee
☐ Guardian or Conservator	☐ Guardian or Conservator
☒ Other: MANAGER	☐ Other:
Signer Is Representing:	Signer Is Representing:
RIGHT THUMBPRINT OF SIGNER — Top of thumb here	RIGHT THUMBPRINT OF SIGNER — Top of thumb here

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Item #5907

AGENDA ITEM # 24

Executive Summary

May 1, 2014

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. On March 6, 2014 Gensler presented the brand platform and naming strategy to Council.

Based upon direction at the March 6, 2014 Council meeting, Gensler has prepared logo design concepts and a mock up of a marketing brochure and web site concept that will be presented by staff at this meeting.

Origination: Staff

Financial Consideration: None.

Recommendation: This is an opportunity for Council to provide feedback and direction on the logo and brochure and web design.

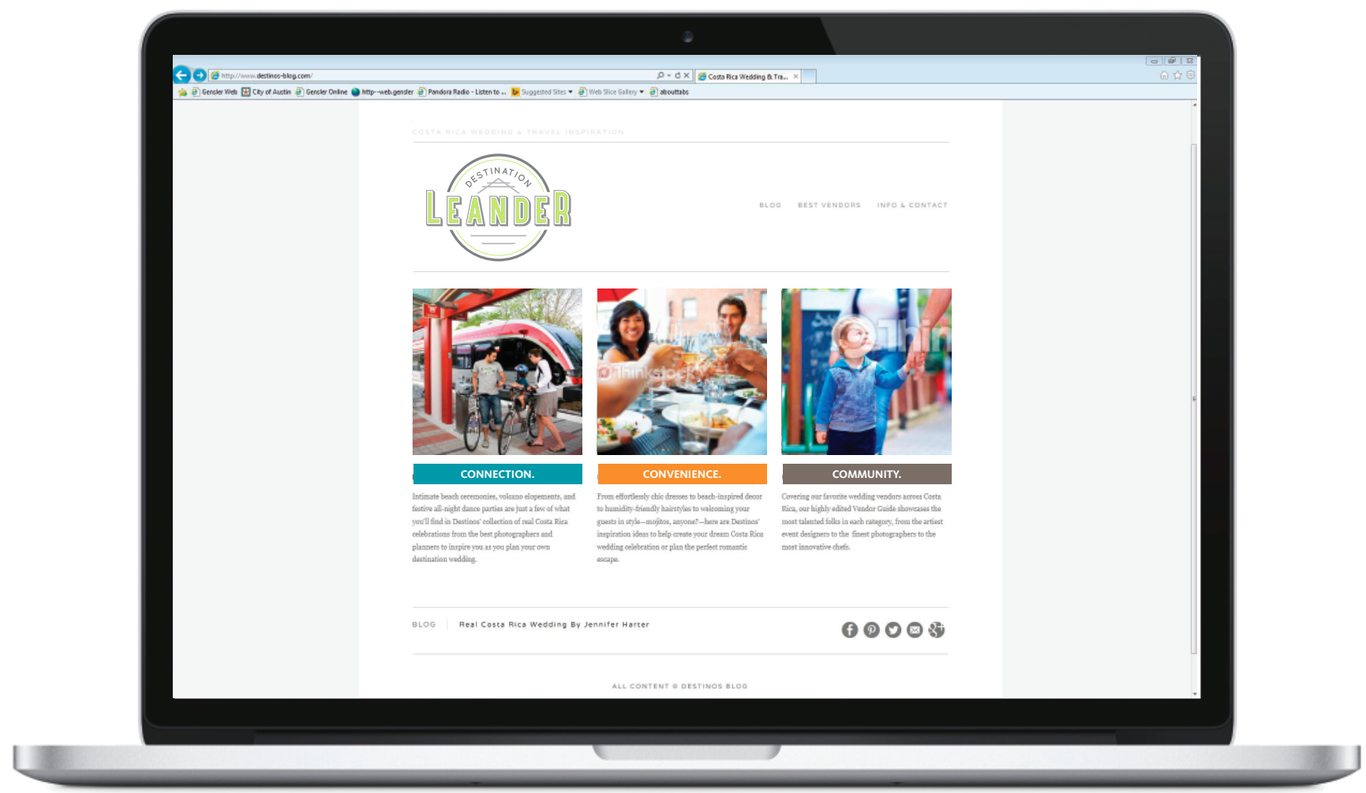
Attachments: 1 - Logo Options
2 - Mock up of sample brochure.

Prepared By: Tom Yantis, AICP
Development Services Director 04/23/14

LOGO 1: GRAYSCALE

LOGO 1: COLOR

BROCHURE COVER



WEBSITE HOME PAGE

Destination Leander

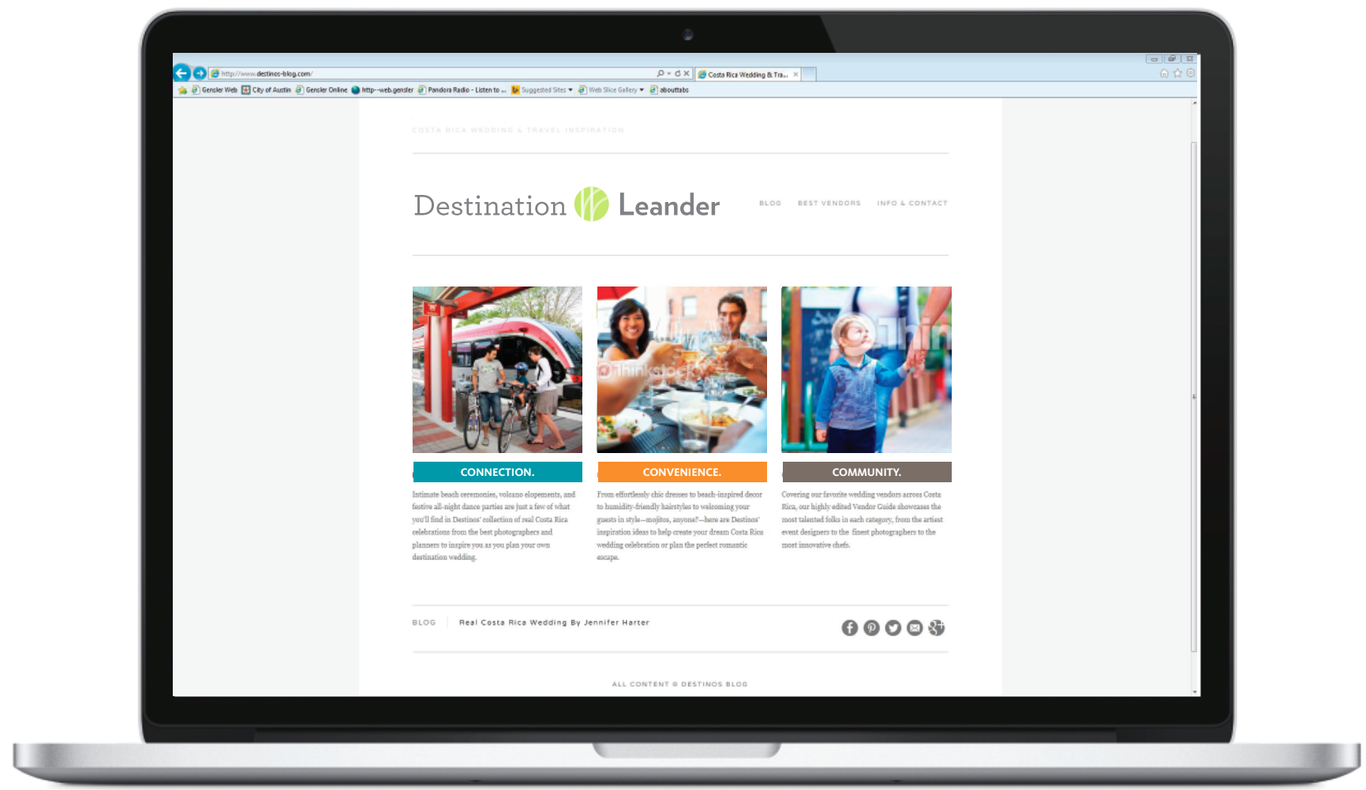
LOGO 2: GRAYSCALE

Destination Leander

Destination Leander

LOGO 2: COLOR

BROCHURE COVER



WEBSITE HOME PAGE

Destination
LEANDER
CONNECTION. CONVENIENCE. COMMUNITY.

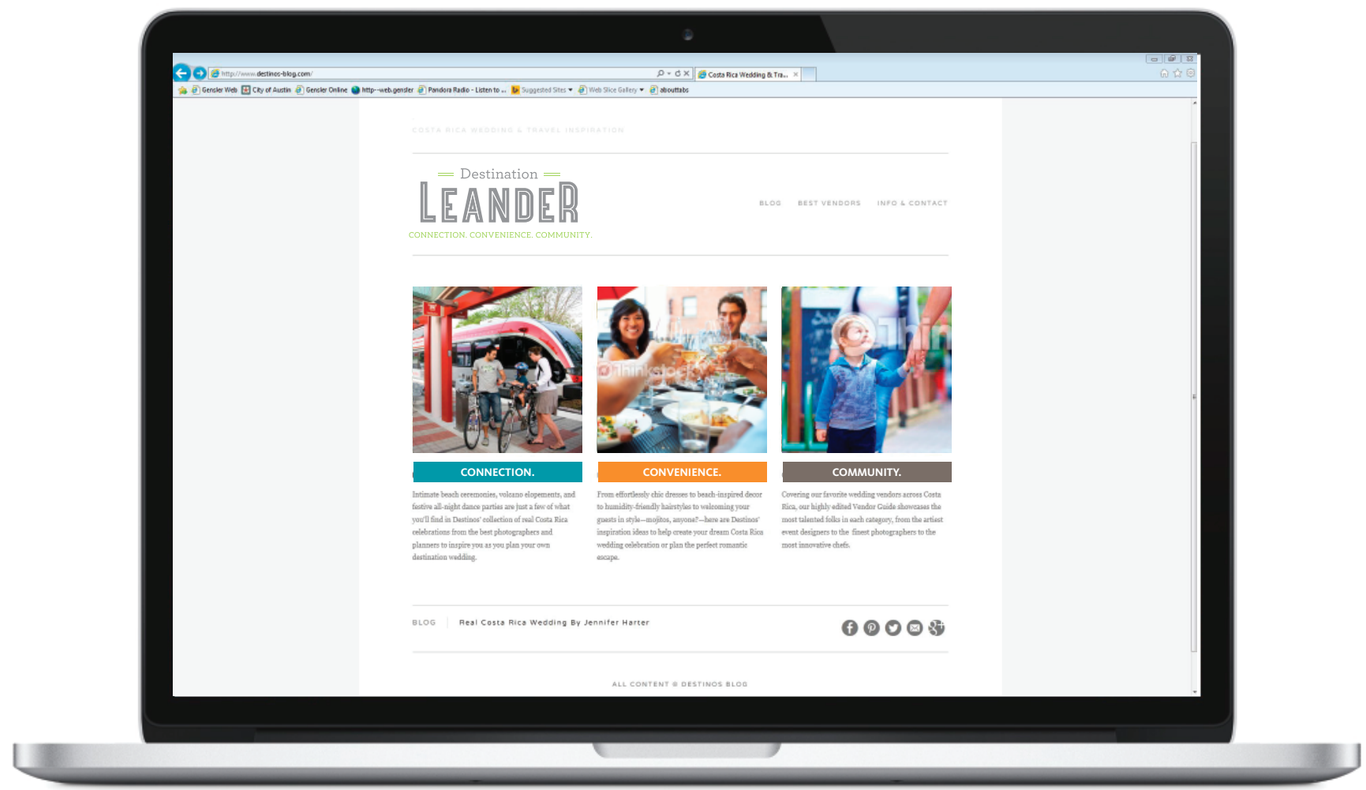
LOGO 3: GRAYSCALE

Destination
LEANDER
CONNECTION. CONVENIENCE. COMMUNITY.

Destination
LEANDER
CONNECTION. CONVENIENCE. COMMUNITY.

LOGO 3: COLOR

BROCHURE COVER



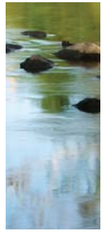
WEBSITE HOME PAGE

Destination Leander

CONNECTION. CONVENIENCE. COMMUNITY.

A Blank Canvas

In the heart of Central Texas, one of the fastest growing regions in the country, sits 2,300 acres of prime real estate surrounding Leander Station, the northern terminus of Austin's MetroRail system. What awaits here is the rare opportunity to create not only a true Transit-Oriented Development (TOD) from the ground up, but to shape the identity of an entirely new place with an innovative vision.



The Context

A Rapidly Growing Population Base

About 150 people move to Central Texas each day. Many of these new arrivals will take up residence in Leander, where more than 14,000 new homes are on the horizon. Williamson County is the fastest growing county in the U.S. Austin's dynamic market growth of 36% and 47% over the last two decades is eclipsed by 79% and 64% growth in Williamson County during the same period. Over the past 25 years Williamson County residents have enjoyed the fastest rate of income growth in Texas and the sixth-highest in the nation. The county has increased employment by 73% since 2000, the third highest rate in the country.

A Distinguished Education System

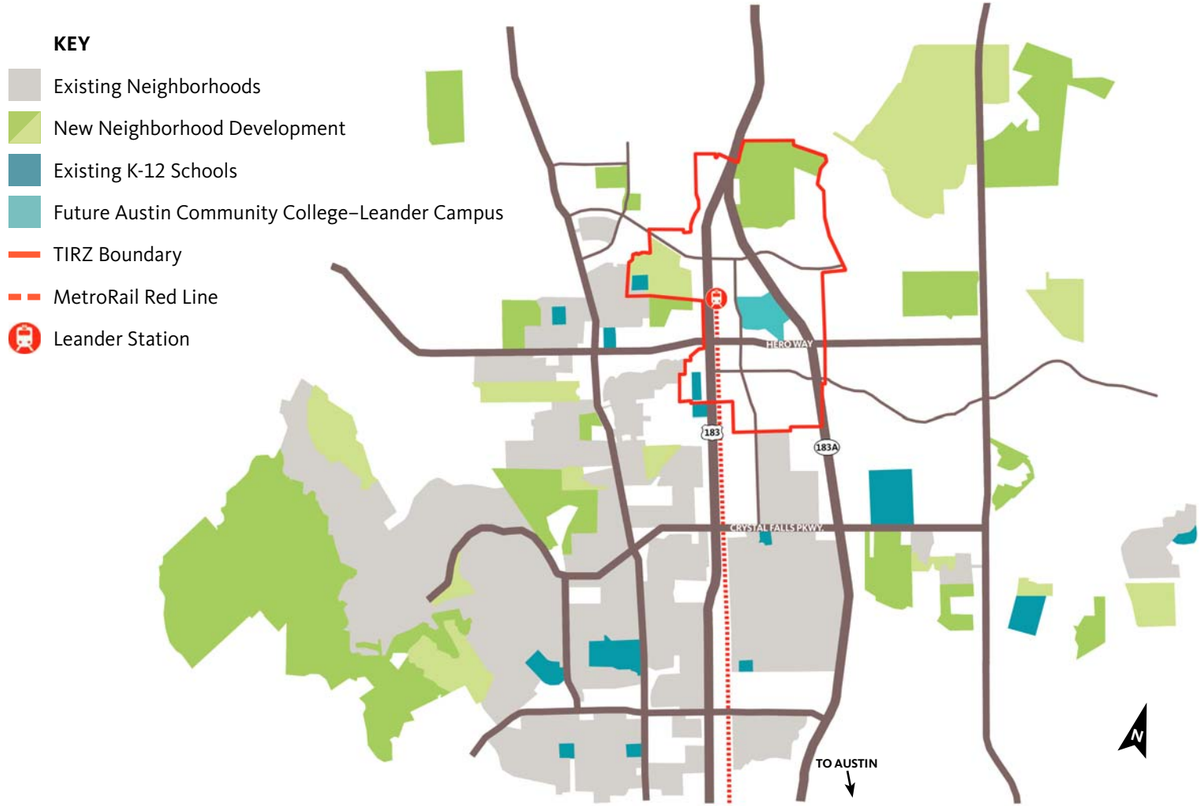
The Leander Independent School District is consistently ranked one of the best districts in the state and is not surprisingly one of the fastest growing. Leander ISD boasts some of the highest test scores, graduation rates and college enrollment and readiness statistics in Texas.

After considering more than 24 properties in the area, the Austin Community College District purchased a 100-acre site less than ¼ mile from Leander Station in 2010 with plans to open an ACC–Leander campus by 2017, citing current and future availability of transit as a key factor in selecting the location.

A Dynamic Transportation Network

Leander has never been more connected to Austin and to the surrounding communities of the Texas Hill Country. The area is served by exceptional transit service operated by Capital Metro, inluding MetroRail and Express Bus. Overall, MetroRail ridership has tripled since service began in 2010.

To offer The completion of the 183A Toll Road in 2012 provides a bypass for U.S. Highway 183. And, in 2013 construction began on an Express Lane in each direction on an 11-mile stretch of Texas State Highway Loop 1 ("Mopac") between Leander and Austin.



The Vision

In anticipation of inevitable future population growth, the City of Leander – in partnership with Capital Metro and a proactive group of major landowners – had the foresight to come together nearly a decade ago to ensure a shared vision for a new Transit-Oriented Development planned for the center of a 2,300-acre area around Leander Station. Based on the principles of New Urbanism, the goal was to lay the foundation for future development that would be characterized by **compact, walkable neighborhoods, access to transit, open space, and a diverse mix of uses,** instead of following the typical patterns of suburban sprawl found in many of today's metropolitan areas.

In 2005, the City adopted a set of development regulations known as the SmartCode, a type of form-based code that includes standards for the variety of uses, types and orientation of buildings, design of streets, location of parks and open spaces and architectural standards for certain transect zones. The benefit to property owners who develop using the SmartCode is that it provides flexibility to adapt a particular building or site over time without having to go through the re-zoning process. In addition, it essentially protects developers from potentially less desirable adjacent developments that could devalue their investment.

Based on feedback from various stakeholders, the SmartCode is currently undergoing revisions that will reflect best practices that have arisen since its original adoption to ensure that it continues to serve as a helpful tool for new development.

The SmartCode is what will ensure the TOD's uniqueness as a destination – a place for people from all walks of life that is **beautiful, fun, relaxing, inviting, memorable, authentic.**

The Opportunity

The tremendous growth that Leander has experienced in recent years is unprecedented, and the future looks even brighter. This opportunity, however, is about more than just meeting the increasing demand for new development. It's about more than offering a mix of uses to serve a burgeoning population. This is an opportunity for forward-thinking developers to create a one-of-a-kind destination, a new town center, a new urban core, where none currently exists.

In the future, when people think of Leander, this will be the place that comes to mind. Although there is presently no "Downtown Leander" in the typical vertical development sense, **the TOD will become Leander's new Downtown,** representing the figurative and geographic heart of the community.

As envisioned, the TOD represents one of the greatest opportunities in the history of Central Texas for developers to contribute something meaningful and lasting to the vibrant urban fabric of the region. What's more, a number of positive factors are coalescing to suggest one clear thing: **the time to act is now!**

Favorable market conditions, high quality public transportation, a TIF/TIRZ already in place, an updated (more flexible) form-based code, aspirational but realistic stakeholders and landowners who are enthusiastic participants in the process... the list goes on.

This is an opportunity to avoid the mistakes made by typical suburban development, an opportunity to make history, an opportunity to begin a journey – **Destination: Leander.**

It's about...

CONNECTION. CONVENIENCE. COMMUNITY.

Connection

Served by both the MetroRail Red Line (which already enjoys substantial ridership) and a new highway (which was completed years ahead of schedule due to traffic demand), the TOD in Leander is the definitive opportunity to create a new city center on the basis of *connections*: people to people, people to places, and even connection to nature, as Leander is uniquely situated as a gateway to the beautiful Texas Hill Country. These connections present a host of possibilities for new development. Leander Station, one of only nine stations on the line and the only station outside of Austin, is also the first stop (or last), distinctly making it an ideal place for one to begin (or end) an adventure... without getting in a car! Unlike some stops on commuter rail lines – which are merely passed through on the way to somewhere else – the TOD developed at Leander Station will be **not Just a stop, but a destination.**

Connection to Nature

Connecting People and Places

Convenience

Market support for new retail, restaurants, entertainment and other amenities is steadily growing in Leander, and as more people move in each day, the demand for convenience will become even greater. And, as the identity of the Leander TOD takes hold – as a special destination all its own – the retail component will be further supported by not only local, everyday residents, but by regular visitors from Austin (just 25 miles south), Round Rock, and other surrounding communities as well. If new job opportunities are created within the TOD, convenience will also play a critical factor in establishing Leander as a highly viable option for the "reverse commute" from Austin, especially given the TOD's multi-modal access. Development infrastructure (or financing mechanisms for the necessary infrastructure) are already in place, and the landowners and stakeholders are eager to work with the development community. Add in a growing population base and a future college campus, and it is difficult to deny the convenience of the opportunity and the potential for great returns.

Urban... yet Unpretentious
Modern... yet Modest
Innovative... yet Idyllic
Attractive... yet Affordable

The City... without the Congestion or the Cost.

Community

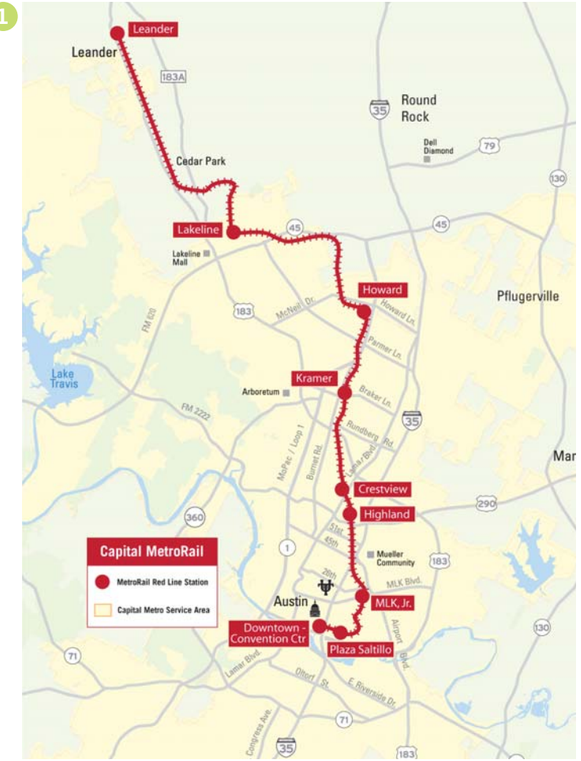
Leander is known for its quality of life, excellent schools, and hometown pride. It is peaceful and family friendly. While it may not be known for round-the-clock activity today, it is not hard to imagine Leander as a vibrant, bustling center of activity in the very near future, making it vastly different from most "commuter towns" in the U.S. In particular, the Leander of tomorrow will feature a TOD that offers the "best of both worlds" where one can enjoy the conveniences of the city as well as the comforts of the natural surroundings and community atmosphere. At the same time, although there are no historical buildings to preserve as the TOD is developed, there are strong community values that are important to Leander's citizens – values that make Leander a desirable place to live and to visit – which must be preserved as a new downtown emerges and Leander continues to grow. As the city approaches a projected population of 200,000+ in the coming years, it is essential that the city's most significant new development maintains the friendly hometown feeling that defines Leander today.

Beautiful
Peaceful
Family Friendly
Hometown

Maps

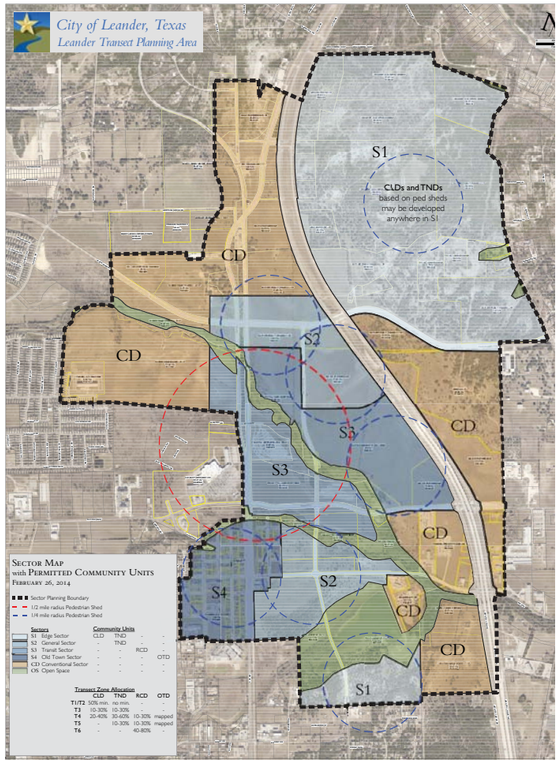
1. Capital MetroRail Red Line Route
2. TOD/TIRZ Ownership Map
3. TOD/TIRZ SmartCode Sector Map

1



2

3



For more information contact:

Tom Yantis, AICP
Director of Development Services
City of Leander
tyantis@leandertx.gov
(512) 528-2732

Kent Cagle
City Manager
City of Leander
kcagle@leandertx.gov
(512) 528-2702

Destination Leander

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