



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



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

Thursday ~ June 5, 2014 at 7:00 PM

**Mayor – Christopher Fielder**

**Place 1 – Andrea Navarrette**

**Place 4 – Ron Abruzzese**

**Place 2 – Kirsten Lynch**

**Place 5 – Jason Dishongh (Mayor Pro Tem)**

**Place 3 – Simon Garcia**

**Place 6 – David Siebold**

**City Manager – Kent Cagle**

1. Open meeting, Invocation, Pledges of Allegiance
2. Roll Call
3. Staff Comments:
4. Citizen Comments: Three (3) minutes allowed per speaker  
*Please turn in speaker request form before the meeting begins.*
5. Presentation to Tracey Gossiaux for obtaining U.S. Citizenship  
*Sponsored by Mayor Fielder*
6. Presentation to Captain Jason Allen Palm for retirement for the U.S. Armed Forces  
*Sponsored by Mayor Fielder*
7. Presentation of Art by the Public Arts Commission
8. Proclamation designating June 2014 as “Hill Country Community Ministries” month in the City of Leander. *Sponsored by Mayor Pro Tem Dishongh*
9. Presentation by Williamson County Financial Stability Coalition

**CONSENT AGENDA: ACTION**

10. Approval of the minutes: May 15, 2014
11. Receive Quarterly Investment Report
12. Consideration of Street Closure for Liberty Fest
13. Second Reading of an Ordinance on Ordinance Case #14-OR-004: amendments to Sections of Article 14.200, the Composite Zoning Ordinance regarding screening requirements for lots located adjacent to major roadways

14. Second Reading of an Ordinance on Zoning Case #14-Z-007: amending Ordinance #05-018, the Composite Zoning Ordinance for a tract of land generally located on the north side of W. San Gabriel Pkwy approximately 400 ft. west from the intersection of US 183 and W San Gabriel Pkwy Leander, Williamson County, Texas
15. Dedication and Acceptance of Subdivision Infrastructure Improvements for Borho Phase 1
16. Dedication and Acceptance of Reagan's Overlook – Offsite 24-inch Waterline
17. Dedication and Acceptance of Reagan's Overlook – Booster Pump Station
18. Dedication and Acceptance of Subdivision Infrastructure Improvements for Travisso Section 1 Phase 1D
19. Award of Lease Contracts for Golf Carts
20. Consider Change Order To Purchase Two (2) Vehicles For Building Inspections Division From Randall Reed's Prestige Ford, Garland, Texas, Pursuant To Solicitation #S13-019.
21. Authorize Agreement with Pattillo, Brown, & Hill, LLP for Professional Auditing and Accounting Services
22. License Agreement for the installation and maintenance of parking improvements within the City right-of-way.

**PUBLIC HEARING: NO ACTION**

23. Presentation of Feasibility Study and proposed Service and Assessment Plan and Public Hearing on the proposed creation of the Oak Creek Public Improvement District
24. Public Hearing on Zoning Case #14-Z-008: Consider a zoning change for 4.2 acres, more or less, for a parcel located at 17400 Ronald Reagan Blvd. from GC-2-B, General Commercial to GC-3-B, General Commercial, Leander, Williamson County, Texas  
*Applicant: Scott J. Foster, P.E. on behalf of Vince & Nanette Giaco*  
***The applicant has postponed this zoning request***
25. Public Hearing on a proposed franchise or permit for Progressive Waste Solutions of TX, Inc. (formerly IESI Corporation) to provide recycling services within the City of Leander

**REGULAR AGENDA**

26. Consider an ordinance of the City of Leander amending Article 4.03, Alarm systems of Code of Ordinances; and amending code of ordinances, appendix "A", fees, section A4.001 relating to alarm permit fees; providing for effective date; and providing for other matters.
27. Consider approval of a contract between the City of Leander and PMAM Corporation for Alarm Program Administration and Collection Services; and authorizing the City Manager to sign
28. Consider approval of a letter agreement between the City of Leander and Sentinel Land Company, LLC regarding the City's consent to the creation of a municipal utility district (MUD) on and development of the property known as the Lively tract
29. Consider an ordinance of the City of Leander, Texas giving consent to the creation of a municipal utility district

30. A Resolution of the City of Leander, Texas, accepting several petitions for annexation of land located in Williamson County, Texas; setting an annexation schedule; providing for open meetings and other related matters.
31. Consider Action Relating to the Pedernales Electric Cooperative, Inc. 2014 Election For Directors District 2 and 3, and Referendum Regarding Single-Member Or At-Large Voting
32. Consider request for variation to Noise Ordinance for property located at 10201 E. Crystal Falls Parkway
33. Consider appointment of Mayor Pro-Tem

**EXECUTIVE SESSION**

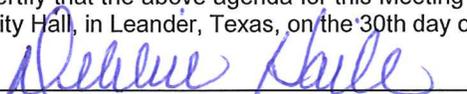
34. Convene into executive session pursuant to:
  - a. Section 551.071 and 551.072, Texas Government Code and Section 1.05 Texas Disciplinary Rules of Professional Conduct to deliberate the acquisition of real property and possible use of eminent domain proceedings
  - b. Section 551.071, Texas Government code and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding the City of Liberty Hill's Application for TPDES Permit for Municipal Wastewater Amendment, Permit Number WQ0014477001

Reconvene into open session to take action as deemed appropriate in the City Council's discretion regarding:

- a. The acquisition of real property and possible use of eminent domain proceedings
  - b. The City of Liberty Hill's Application for TPDES Permit for Municipal Wastewater Amendment, Permit Number WQ0014477001
35. Consider a Resolution finding public convenience and necessity and authorizing the use of eminent domain to condemn if necessary fee simple title to that certain 5.217 acre tract in Travis County owned by Cathy and Gary Gross, for the public purpose of constructing a permanent deep water intake facility as further described in the attached proposed resolution for this item
36. Council Members Closing Statements
37. 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 30th day of May, 2014 by 5:00 pm pursuant to Chapter 551 of the Texas Government Code.

  
Debbie Haile TRMC, City Secretary



# CONGRATULATIONS

On becoming a United States Citizen



PRESENTED TO:

**Tracey Gossiaux**

Welcome to the United States of America  
and the freedom to pursue “Life, Liberty, and the Pursuit of Happiness”

In official recognition whereof, I, Christopher Fielder, Mayor of the City of Leander, Texas do hereby affix my signature this 5th day of June, 2014

Attest:

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

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



# CERTIFICATE OF APPRECIATION



**For Service in the Armed Forces of the United States of America**

**PRESENTED TO:**

**Captain Jason Allen Palm**

On February 23, 2014, Captain Palm retired from the U.S. Air Force after more than 21 years of faithful continuous service. During this time he received the following Awards and Decorations:

Outstanding Unit Citation with Valor  
Army Achievement Medal  
Armed Forces Expeditionary Medal  
Nation Defense Service Medal

In official recognition whereof and with great pride, I, Christopher Fielder, Mayor of the City of Leander, Texas do hereby affix my signature this 5th day of June, 2014

Attest:

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

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

**Captain Jason Allen Palm** was born to Diantha Carol and Jon Allen Palm in San Manuel Arizona on April 19, 1973. Within 6 months, his family returned to Ohio where Jason graduated from Old Fort High School in 1991. From the moment he could work to help others, Capt Palm was in the field of healthcare; working first at St. Francis Nursing home to the Ohio Veterans Home in 1993 to obtaining his Family Nurse Practitioner degree in 2010.

On November 25 1992, Capt Palm joined the 145<sup>th</sup> Mobile Army Surgical Hospital (MASH) of the Ohio National Guard where he served as a Combat Medic. During his time in the Ohio National Guard, he was a first responder for natural disasters within the State until he went Active Duty in the US Army in April 1998. He was assigned to the 1-10 Cav 4<sup>th</sup> Infantry Division at Fort Hood. During his time on Ft. Hood, he served in many roles including being the NonCommissioned Officer in Charge (NCOIC) of the Troop Medical Clinic (TMC). He was deployed to Kuwait as part of Operation Intrinsic Action and returned stateside in December 1999. In January 2001, Capt Palm received an Honorable Discharge from the US Army in order to pursue his nursing education. He immediately took his Oath in the Texas National Guard to continue his work as a Combat Medic. Capt. Palm was assigned to the 36<sup>th</sup> Infantry Division.

September 11, 2001 changed everyone's life and Capt Palm was recalled to Active Duty in Support of Operation Noble Eagle. Capt Palm worked tirelessly to ensure that our nation's air travel was able to be conducted without fear in the wake of the September 11th attacks. At the conclusion of Operation Noble Eagle, Capt Palm returned to the Texas Army National Guard where he served as a Combat Medic and First Responder throughout the Great State of Texas for natural disasters. Capt Palm provided medical support during the 2004-2007 Hurricane Seasons including support for Emily, Rita, Katrina and Edouard among others.

On September 9, 2006, Capt Palm transferred from the Texas Army National Guard to the Texas Air National Guard and became a member of the 147th Fighter Wing Medical Group. Capt Palm provided medical support as a Nurse for the members of the 147th Fighter Wing which eventually changed to the 147th Reconnaissance Wing. During his time with the 147th, Capt Palm has lead and reinvigorated the Awards and Decorations process for the Medical Group, lead the Emergency Resuscitation Program providing Basic Life Support for Healthcare Provider

classes and taught successful patient care for the Operational Readiness Evaluations among other activities in support of the 147th mission. Additionally, he participated in the Chemical, biological, radiological, nuclear and high yield explosive (CBRNE) enhanced response force packages (CERFP) exercises to prepare for Weapons of Mass Destruction incidents along with other Joint Forces. Capt Palm has taken his civilian education as a Family Nurse Practitioner and Emergency Department Nurse to bring value to 147th Reconnaissance Wing Medical Group.

On February 23, 2014, Captain Palm retired from the US Air Force after more than 21 years of faithful continuous service. He is looking forward to continuing his work as a Family Nurse Practitioner, watching his four old twins (Charles & Elizabeth) grow up, spending time with his oldest son, Tyler, and his (Tyler) family, his wife (Kristi) and playing with his granddaughters (Jacqueline and Isbelle).

#### EDUCATION

2004 – Associate Degree in Nursing, Central Texas College

2005 – Bachelor Degree in Nursing, University of Texas at Arlington

2010 – Master’s Degree in Nursing, Texas Tech University Health Science Center

#### MILITARY EDUCATION:

1993 - Advanced Individual Training – Combat Medic – Fort Sam Houston

1998 – Primary Leadership Development Course – Fort Hood

2007 – Reserve Commissioned Officer Training – Maxwell Air Force Base

#### MAJOR AWARDS AND DECORATIONS

Outstanding Unit Citation with Valor

Army Achievement Medal

Armed Forces Expeditionary Medal

National Defense Service Medal



**Executive Summary**

**June 5, 2014**

**Subject:** Presentation of Art by the Public Arts Commission

**Background:** The painting *Texas Twilight* by artist Marty LenHart has been donated to the Leander Public Arts Commission and the Commission would like to present the painting to the City for display at the Library.

Stan Holcomb and members of the Arts Commission, along with artist Marty LenHart will be making the presentation.

**Financial Consideration:** None

**Recommendation:** The Leander Public Arts Commission respectfully recommends that the City Council accept the painting *Texas Twilight* for public display.

**Attachments:** *Texas Twilight* Painting

**Prepared by:** Stephen Bosak, Parks & Recreation Director





# PROCLAMATION



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

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

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

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

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

## “HILL COUNTRY COMMUNITY MINISTRIES” MONTH

**WHEREAS**, Hill Country Community Ministries is a nonprofit organization, a coalition of churches founded in 1983, to help families in crisis and those living in poverty in southwest Williamson and northwest Travis counties.

**WHEREAS**, Hill Country Community Ministries is supported by area churches, businesses, civic organizations, schools, and concerned individuals including the dedicated service of more than 200 volunteers.

**WHEREAS**, Hill Country Community Ministries operates a Food Pantry that stocks nonperishable food and essential personal care items. The Clothes Closet provides serviceable, gently-used clothing for children and adults, including coats, jackets, new socks and underwear, and blankets. Other assistance includes new shoes for children.

**WHEREAS**, on October 17, 2013 Hill Country Community Ministries marked its 30<sup>th</sup> anniversary

Signed this 5th day of June, 2014.

Attest:

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Christopher Fielder, Mayor

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Debbie Haile, City Secretary



**Executive Summary**

**June 5, 2014**

**Council Agenda Subject:** Presentation by Williamson County Financial Stability Coalition.

**Background:** The Williamson County Financial Stability Coalition is a community-wide effort led by the United Way of Williamson County. One of its services to the community makes available free tax preparation services to households earning less than \$51,000 in 2013 and the elderly throughout Williamson County. The Coalition would like to publicly thank the City of Leander for allowing use of the Leander Public Library as one of the nine sites.

**Origination:** Robert G. Powers, Finance Director

**Financial Consideration:** n.a.

**Recommendation:** n.a.

**Attachments:** Background Information

**Prepared by:** Robert G. Powers, Finance Director



## **Williamson County Financial Stability Coalition NEWS RELEASE**

**January 20, 2014, FOR IMMEDIATE RELEASE**

Contact: LeAnn Powers, 512.255.6799, leann@unitedway-wc.org

### **Free Tax Preparation Services Now Available Throughout Williamson County**

The Williamson County Financial Stability Coalition, a community-wide effort led by United Way of Williamson County, has announced the days and times where free tax preparation services will be available to households earning less than \$51,000 in 2013 and the elderly across Williamson County. IRS certified volunteers will be available at the sites to help individuals and families file their 2013 federal income tax returns.

Taxpayers are eligible to have their tax returns filed at no charge and specially-trained volunteers will assist in identifying tax credits available in order to maximize each person's federal tax refund. The free tax sites will serve those whose income was less than \$51,000 in 2013.

No appointments are needed. All returns are filed electronically and taxpayers generally receive their refunds within seven to 10 days.

Taxpayers will need to bring the following items: • Valid driver's license or photo ID • All W-2's and 1099 Forms (if any) • Social Security Cards for tax payers and all dependents • Birthdates for all dependents • Day Care Receipts and Provider ID # • Education Receipts (if any) • Your Spouse, if filing a joint return • Interest and dividend statements from your bank/savings • Mortgage property taxes or interest (if any) • Bank Account # and Routing # for direct deposit (a voided check is best)

For additional information on the free tax sites visit [WilcoFreeTaxPrep.org](http://WilcoFreeTaxPrep.org), email [info@unitedway-wc.org](mailto:info@unitedway-wc.org) or call 512-255-6799.

#### **Free Tax Preparation Site locations, dates and hours of operation:**

##### **Cedar Park**

Cedar Park Library 550 Discovery Blvd.

Jan 29<sup>th</sup> – Apr 9<sup>th</sup>

Wednesdays 12:30 pm – 6:00 pm

##### **Leander**

Leander Library, 1011 S. Bagdad Rd.

Jan 30<sup>th</sup> – Apr 15<sup>th</sup>

Tuesdays & Thursdays 12:00 pm – 8:00 pm; Saturdays 9:00 am – 2:00 pm

##### **Georgetown**

The Caring Place, 2001 Railroad St.

Jan 29<sup>th</sup> – Apr 12<sup>th</sup>

Wednesdays 12:00 pm – 8:30 pm; Saturdays 9:00 am – 3:00 pm

Sun City Cowan Creek Amenity Center 1300 Cool Spring Way

Feb 4<sup>th</sup> – Apr 15<sup>th</sup>

Tuesdays 8:30 am – 11:30 am; Wednesdays 12:30 pm – 4:30 pm

##### **Hutto**

Hutto City Hall 401 W. Front St.

Jan 31<sup>st</sup> – Apr 11<sup>th</sup>

Fridays 12:00 pm – 8:00 pm on 1/31, 2/14, 2/28\*, 3/14 & 4/11; Fridays 8:00 am – 5:00 pm on 2/7, 2/21\*, 3/7, 3/21 & 4/4; Friday 4:00 – 8:00 pm on 3/28

\*Alternate location on 2/21 & 2/28: Hutto Fire Rescue, 501 Exchange Blvd

## **Round Rock**

Round Rock Library, 216 E Main St.

Jan 25<sup>th</sup> – Apr 15<sup>th</sup>

Mondays thru Thursdays 4:30 pm – 8:00 pm; Saturdays 9:30 am – 5:00 pm; Sundays 1:30 pm – 5:00 pm

Library closed 2/17, 3/8-3/16

Round Rock Baca Senior Center 301 W. Bagdad Ave.

Jan 27<sup>th</sup> – Apr 15<sup>th</sup>

Mondays & Wednesdays 10:00 am – 2:00 pm. Center closed 2/17

## **Taylor**

Taylor City Hall, 400 Porter St.

Jan 29<sup>th</sup> – Apr 14<sup>th</sup>

Mondays & Wednesdays 4:30 pm – 8:30 pm; Saturdays 9:00 am – 3:00 pm

Taylor Library 801 Vance St.

Jan 29<sup>th</sup> – Apr 9<sup>th</sup>

Wednesdays 12:00 pm – 4:00 pm

# **Williamson County Financial Stability Coalition**



**AARP Tax-Aide**



# GET YOUR TAXES DONE FOR FREE

BY IRS CERTIFIED VOLUNTEERS



## Free, Accurate and Confidential

The Williamson County Financial Stability Coalition provides free tax preparation services for individuals and households earning less than \$51,000 annually and for Senior Citizens.

Se Habla Español • No Appointment Necessary

[www.WilcoFreeTaxPrep.org](http://www.WilcoFreeTaxPrep.org)  
(512) 255-6799 or [info@unitedway-wc.org](mailto:info@unitedway-wc.org)

## What to Bring to the Site



- Valid driver's license or photo ID
- Social security cards for all tax payers and all dependents
- All W-2's or 1099 Forms
- Your spouse, if filing a joint return
- Checkbook or voided check for direct deposit
- Birthdates for all dependents (if any)
- Day care receipts and provider ID # (if any)
- Education receipts (if any)
- Interest & dividend statements from your bank/savings
- Mortgage property taxes or interest (if any)

### CEDAR PARK

Cedar Park Library  
550 Discovery Boulevard  
Wednesdays 12:30 - 6:00 pm  
Opens January 29th

### HUTTO

Hutto City Hall  
401 W. Front Street  
Fridays 8:00 am - 5:00 pm  
on 2/7, 2/21, 3/7, 3/21 & 4/4  
Fridays 12:00 - 8:00 pm  
on 1/31, 2/14, 2/28, 3/14 & 4/11  
Friday 4:00 - 8:00 pm on 3/28  
Opens January 31

### ROUND ROCK

Round Rock Library  
216 E. Main Street  
Monday- Thursdays 4:30 - 8:00 pm\*  
Saturdays 9:30 am - 5:00 pm  
Sundays 1:30 - 5:00 pm  
Opens January 25th  
\*Closed 2/17, 3/8 - 3/16

### GEORGETOWN

The Caring Place Annex  
2001 Railroad Street  
Wednesdays 12:00 - 8:30 pm  
Saturdays 9:00 am - 3:00 pm  
Opens January 29th

### LEANDER

Leander Library  
1011 S. Bagdad Road  
Tuesdays 12:00 - 8:00 pm  
Thursdays 12:00 - 8:00 pm  
Saturdays 9:00 am - 2:00 pm  
Opens January 30th

### TAYLOR

Taylor City Hall  
400 Porter Street  
Mondays 4:30 - 8:30 pm  
Wednesdays 4:30 - 8:30 pm  
Saturdays 9:00 am - 3:00 pm  
Opens January 29th

### GEORGETOWN—SUN CITY

Cowan Creek Amenity Center  
1300 Cool Spring Way  
Tuesdays 8:30 - 11:30 am  
Wednesdays 12:30 - 4:30 pm  
Opens February 4th

### ROUND ROCK

Allen R. Baca Senior Center  
301 W. Bagdad Avenue  
Mondays 10:00 am - 2:00 pm\*  
Wednesdays 10:00 am - 2:00 pm  
Opens January 27th  
\*Closed 2/17

### TAYLOR

Taylor Public Library  
801 Vance Street  
Wednesdays 12:00 - 4:00 pm  
Opens January 29th

This FREE service is made possible by the following:





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



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

Thursday ~ May 15, 2014 at 7:00 PM

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

1. Open meeting, Invocation, Pledges of Allegiance  
**Mayor Fielder opened the meeting at 7:00 pm and welcomed those in attendance**  
**Council Member Garcia delivered the invocation**
2. Roll Call  
**All present except Mayor Pro Tem Dishongh**
3. Staff Comments: **No staff comments**
4. Citizen Comments: Three (3) minutes allowed per speaker  
*Please turn in speaker request form before the meeting begins.*  
**No speakers**

**CONSENT AGENDA: ACTION**

5. Approval of the minutes: May 1, 2014
6. Dedication and Acceptance of Subdivision Infrastructure Improvements for The Bluffs at Crystal Falls Section 2, Phase 2E
7. Second 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
8. Second reading of an ordinance annexing an area of land being 78 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
9. Consider License Agreement for installation and maintenance of irrigation within the City right-of-way
10. Consider Lakewood Community Park Master Plan  
**Motion made by Council Member Siebold to approve. Second by Council Member Navarrette.**  
**Motion passes, all voting “aye”**

**PUBLIC HEARING: ACTION**

11. **Public Hearing** on Ordinance Case #14-OR-004: Consider amendments to Sections of Article 14.200, the Composite Zoning Ordinance, to amend sections regarding the screening requirements for lots located adjacent to major roadways

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

**Action** on Ordinance Case #14-OR-004: amendments to Sections of Article 14.200, the Composite Zoning Ordinance

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

12. **Public Hearing** on Zoning Case #14-Z-007: Consider a zoning change for 28.0 acres, more or less, for a tract of land generally located on the north side of W. San Gabriel Pkwy approximately 400 ft. west from the intersection of US 183 and W San Gabriel Pkwy from PUD, Planned Unit Development, to an amended PUD, Leander, Williamson County, Texas

*Applicant: Robert Wunch on behalf of Waterstone Tylerville LP*

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

**Action** on Zoning Case #14-Z-007: amending Ordinance #05-018, the Composite Zoning Ordinance for a tract of land generally located on the north side of W. San Gabriel Pkwy approximately 400 ft. west from the intersection of US 183 and W San Gabriel Pkwy Leander, Williamson County, Texas

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

**REGULAR AGENDA**

13. Second 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

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

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

14. Second Reading of an ordinance 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

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

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

15. Consideration and Action on an Ordinance Authorizing redemption of all of the 2016 maturity of the City of Leander, Texas General Obligation and Refunding Bonds, Series 2007; and authorizing and approving other matters related thereto

**Kent Cagle, City Manager explained**

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

16. Consider an Ordinance Denying an Increase in Rates requested by Atmos Energy Corporation – Midtex Division, submitted on or about February 28, 2014 under the Rate Review Mechanism and Other Related Matters  
**Kent Cagle, City Manager explained**  
**Randy Hartford with Atmos explained**  
  
**Motion made by Council Member Navarrette to approve the denial. Second by Council Member Siebold. Motion passes, all voting “aye”**
17. Consider Interlocal Agreement for 183A and U.S. Highway 183 Intersection Improvements between the Central Texas Regional Mobility Authority and the City of Leander  
**Wayne Watts, City Engineer explained**  
  
**Motion made by Council Member Siebold to approve. Second by Council Member Lynch. Motion passes, all voting “aye”**
18. Consider a Resolution of the City of Leander, Texas, accepting the petition for annexation of 121.748 acres, more or less, located in Williamson County, Texas; setting an annexation schedule; providing for open meeting and other related matters  
**Tom Yantis, Director of Development Services explained**  
  
**Motion made by Council Member Navarrette to approve. Second by Council Member Garcia. Motion passes, all voting “aye”**
19. Consider a Resolution of the City of Leander, Texas, accepting the petition for annexation of 41.669 acres, more or less, located in Williamson County, Texas; setting an annexation schedule; providing for open meeting and other related matters  
**Tom Yantis, Director of Development Services explained**  
  
**Motion made by Council Member Garcia to approve. Second by Council Member Siebold. Motion passes, all voting “aye”**
20. Consider an Addendum to Memorandum of Agreement between Howard Barkley Wedemeyer and the City of Leander dated February 6, 2014  
**Wayne Watts, City Engineer explained**  
  
**Motion made by Council Member Navarrette to approve. Second by Council Member Garcia. Motion passes, all voting “aye”**
21. Council Members Closing Statements  
**Council Members gave their closing statements**
22. Adjournment  
**With there being no further business, the meeting adjourned at 7:20 pm**

Attest:

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Christopher Fielder, Mayor

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Debbie Haile, TRMC, City Secretary



**Executive Summary**

**June 5, 2014**

**Council Agenda Subject:** Receive Quarterly Investment Report for the period ending 3/31/14.

**Background:** State law requires that the governing body be presented with a quarterly report outlining the City's investments. The period covered in this report is January through March 2014. The quarterly average interest rates in TexPool continued to drop slightly, down from 0.0439% in the prior quarter to 0.0285%. As of 3/31/14, our earnings credit rate at our depository bank (Bank of America) remained at 0.25%. At the end of March, we do not have any investments in U.S. Agencies, but we did purchase Leander ISD GO Bonds in the PAR amount of \$4,655,000 at a premium (\$4,780,638) with 0.18% yield to maturity at 8/15/15. We also have several CD's including a \$245,000 1-year CD with Texas Capital Bank that was renewed in October at 0.25%; a \$1,000,000 1-year CD with Unity National Bank through the CDARS program was renewed in December at 0.30%; a \$4,500,000 CD with East West Bank that renewed in November at 0.45%. In addition, a \$250,000 1-yr CD with BBVA Compass matured in March and was not renewed. Finally, during the quarter we also opened a money market account with East West Bank at 0.20% interest rate. At 3/31/14, the Fed funds target rate remained within the zero to 0.25% range, and quarterly averages for the 3-month T-bill dipped slightly from the previous quarter (which ended September 2013) to 0.05%, and the 6-month T-bill average dropped to 0.08% (from 0.06% and 0.09%, respectively.)

**Origination:** Robert G. Powers, Finance Director

**Financial Consideration:** n.a.

**Recommendation:** n.a.

**Attachments:** Quarterly Investment Report

**Prepared by:** Robert G. Powers, Finance Director

Quarterly Investment Report  
City of Leander  
Period Ending  
3/31/14

Investment / Source of Funds	Account Name	Invest. Type**	Fund	Fund Type*	C/L Acct #	Settlement Date	Coupon Rate	Qtr Yield Rate	Maturity/ Call Date	Paid Principal/ Current Balance	Market Value	Interest Oct-Sep
<b>Cash In Bank</b>												
Bank of America	Operating	I 5	Consolidated	F1	99-00-1110			0.2500%		\$ 5,212,613.54	\$ 5,212,613.54	\$ 6,038.36
Chase	Operating	I 5	Consolidated	F1	99-00-1110			0.0700%		\$ 4,021,978.74	\$ 4,021,978.74	\$ 1,726.09
East West Bank	Operating	I 5	Consolidated	F1	99-00-1000			0.2000%		\$ 1,000,074.80	\$ 1,000,074.80	\$ 74.80
Subtotal Cash in Bank										\$ 10,234,667.08	\$ 10,234,667.08	\$ 7,839.25

<b>U.S. Agencies &amp; Instrumentalities</b>												
Leander ISD GO Ser 2014	52184CV6	I 2	Consolidated	F1	99-00-1000	2/20/14	2.0000%	0.181%	08/15/2015	\$ 4,780,638.45	\$ 4,768,069.95	\$ 9,051.39
Subtotal Agencies										\$ 4,780,638.45	\$ 4,768,069.95	\$ 9,051.39

<b>Certificates of Deposit</b>												
Unity National Bank/CDARS	Operating	I 3	Consolidated	F1	99-00-1000	12/27/12		0.3000%	12/26/2014	\$ 1,000,750.00	\$ 1,000,750.00	\$ 1,750.00
BBVA Compass	Operating	I 3	Consolidated	F1	99-00-1000	3/6/13		0.2600%	03/06/2014	\$ -	\$ -	\$ 162.50
Texas Capital Bank	Operating	I 3	Consolidated	F1	99-00-1000	10/20/13		0.2500%	10/20/2014	\$ 245,306.25	\$ 245,306.25	\$ 306.24
East West Bank	Operating	I 3	Consolidated	F1	99-00-1000	11/14/13		0.4500%	11/14/2014	\$ 4,508,437.50	\$ 4,508,437.50	\$ 10,875.00
Subtotal Certificates of Deposit										\$ 5,754,493.75	\$ 5,754,493.75	\$ 13,093.74

<b>Investment Pools</b>												
General Fund L&S	Debt Service	I 4		F6	80-00-1510			0.0285%		\$ 4,062,203.33	\$ 4,062,203.33	\$ 239.56
Consolidated Operating	Consolidated	I 4		F1	99-00-1520			0.0285%		\$ 2,389,139.17	\$ 2,389,139.17	\$ 1,390.14
Utility Customer Deposit	Utility Fund	I 4		F3	99-00-1521			0.0285%		\$ 5,932.61	\$ 5,932.61	\$ 1.13
Utility L&S	UF Debt Service	I 4		F6	85-00-1501			0.0285%		\$ 151,726.56	\$ 151,726.56	\$ 27.42
S21M Series 2007	Capital Projects	I 4		F2	52-00-1124			0.0285%		\$ -	\$ -	\$ -
S9-2M Series 2007	Capital Projects	I 4		F2	28-00-1531			0.0285%		\$ -	\$ -	\$ -
TIRZ, No. 1	Capital Projects	I 4		F1	79-00-1541			0.0285%		\$ 8,762.03	\$ 8,762.03	\$ 1.88
BCRUA Contract	Capital Projects	I 4		F1	20-00-1500			0.0285%		\$ 10,596.24	\$ 10,596.24	\$ 1.98
S3M Tax Notes Series 2012	Capital Projects	I 4		F1	27-00-1531			0.0285%		\$ -	\$ -	\$ 73.13
Subtotal TexPool										\$ 6,628,359.94	\$ 6,628,359.94	\$ 1,735.24

<b>Subtotal TexStar</b>												
BCRUA Reserve	Consolidated	I 4		F5	20-00-1525			0.0540%		\$ 2,007,374.59	\$ 2,007,374.59	\$ 64.19
GM Series 2010	Capital Projects	I 4		F2	53-00-1127			0.0540%		\$ 1,005,614.10	\$ 1,005,614.10	\$ 363.54
Capital Asset Fund	Capital Projects	I 4		F2	14-00-1505			0.0340%		\$ 276,302.95	\$ 276,302.95	\$ 73.91
Subtotal TexStar										\$ 3,289,291.64	\$ 3,289,291.64	\$ 501.64

<b>Subtotal TexasTERM</b>												
Consolidated Operating	Consolidated	I 4		F6	99-00-1522			0.0400%		\$ 1,046,337.33	\$ 1,046,337.33	\$ 196.52
Subtotal TexasTERM										\$ 1,046,337.33	\$ 1,046,337.33	\$ 196.52

Total All Funds										\$ 31,735,788.19	\$ 31,721,219.69	\$ 32,417.78
-----------------	--	--	--	--	--	--	--	--	--	------------------	------------------	--------------

Quarterly Investment Report  
 City of Leander  
 Period Ending  
 3/31/14

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

	As of 3/31/14	As of 12/31/13	Change
I 1	0.00	0.00	0.00
I 2	4,780,638.45	0.00	4,780,638.45
I 3	5,754,493.75	6,004,319.79	(249,826.04)
I 4	10,963,988.91	17,702,721.56	(6,738,732.65)
I 5	10,234,667.08	10,442,241.39	(207,574.31)
I 6	0.00	0.00	0.00

Total Book Value 31,735,788.19 34,149,282.74 (2,415,494.55)

	As of 3/31/14	As of 12/31/13	Change
I 1	0.00	0.00	0.00
I 2	4,768,069.95	0.00	4,768,069.95
I 3	5,754,493.75	6,004,319.79	(249,826.04)
I 4	10,963,988.91	17,702,721.56	(6,738,732.65)
I 5	10,234,667.08	10,442,241.39	(207,574.31)
I 6	0.00	0.00	0.00

Total Market Value 31,721,219.69 34,149,282.74 (2,428,063.05)

Gain/(Loss) (12,568.50) 0.00

**Investment Types:			
Code	Description:	% Authorized	Current %
I 1	U.S. Treasuries (Notes,Bills, Bonds)	100%	0%
I 2	U.S. Agencies & Instrumentalities	100%	15%
I 3	Certificates of Deposit	100%	18%
I 4	Eligible Investment Pools	100%	35%
I 5	Demand Account	100%	32%
I 6	Investment Sweep	100%	0%
Total			100%

Certification:

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

*Robert G. Powers* 5/24/14  
 Investment Officer: \_\_\_\_\_ Date

Robert G. Powers, Finance Director

## AGENDA ITEM # 12



### Executive Summary

June 5, 2014

**Subject:** Consideration of Street Closure for Liberty Fest

**Background:** This year Liberty Fest is moving to the Austin Community College Property in the TOD. The event is scheduled for Friday, July 4<sup>th</sup> beginning at 6 pm. On-site parking will be provided on the east side of the ACC property with entrances at three locations (two from the 183A access road and one from Hero Way). At the end of the event vehicles will be allowed to exit at four locations, with the fourth location being on Mel Mathis Avenue.

Staff proposes to close Mel Mathis Avenue from 3pm to 9:30 pm between Hero Way and East San Gabriel Parkway to allow only emergency and service vehicles ingress and egress. After the fireworks the public will be allowed to exit onto Mel Mathis and from the three other locations that earlier served as festival entrances.

**Origination:** Parks & Recreation

**Financial Consideration:** None

**Recommendation:** Staff respectfully requests Council approval to close Mel Mathis Avenue from 3 pm to 9:30 pm on Friday, July 4, 2014

**Attachments:** None

**Prepared by:** Stephen Bosak, Parks & Recreation Director



**Executive Summary**

**May 15, 2014**

- 
- Agenda Subject:** Zoning Ordinance Case 14-OR-004: Hold a public hearing and consider action on amending sections of the Composite Zoning Ordinance regarding the screening requirements for lots located adjacent to major roadways.
- Background:** Staff is proposing to amend the Composite Ordinance to require screening walls along homes when they are adjacent to collectors and to modify the required materials.
- Origination:** Planning Department
- Financial Consideration:** None
- Recommendation:** Staff recommends approval. The Planning & Zoning Commission unanimously recommended approval of the amendment to the Composite Zoning Ordinance at the May 8, 2014 meeting. The City Council unanimously approved the amendment at the May 15, 2014 meeting.
- Attachments:**
1. Planning Analysis Summary of Proposed Amendments
  2. Ordinance
- Prepared By:** Tom Yantis, AICP  
Development Services Director
- 05/19/2014



## PLANNING ANALYSIS

### ORDINANCE CASE 14-OR-004 ZONING ORDINANCE AMENDMENTS

#### ARTICLE VI, SECTION 8. SINGLE-FAMILY AND TWO-FAMILY LOTS ABUTTING OR ADJACENT TO TOLLWAY, HIGHWAY, OR ARTERIAL ROADWAY

#### SECTION 8: SINGLE-FAMILY AND TWO-FAMILY LOTS ABUTTING OR ADJACENT TO TOLLWAY, HIGHWAY, ~~OR MAJOR~~ ARTERIAL, OR COLLECTOR ROADWAY

For single-family and two-family lots ~~(except in the SFR district)~~ contained within a subdivision receiving approval for a preliminary plat and final plat or a short form plat after the effective date of this ordinance and abutting or adjacent to a tollway, highway, ~~or major~~ arterial, or collector roadway; ~~and San Gabriel Parkway~~ as identified on the Leander ~~Roadway Transportation Plan (specified roadway)~~ or based on roadway design, direct driveway access to any single-family or two-family lot from such roadway shall be prohibited. The following are also applicable:

- (a) For lots abutting tollway, highway, or arterial ~~such specified~~ roadways and facing (having frontage exclusively on) such roadway, the following shall be provided (see Figure P – following page):
- (1) A front parallel common access road at least twenty-two (22) feet in width (face of curb to face of curb) located on a thirty (30) foot wide public ROW (or private lot maintained by an association or other private authority and dedicated as a public access easement) shall be provided adjacent to the specified roadway. Such street shall be designed in accordance with the Transportation Criteria Manual; however, no sidewalk is required on this street if there is a sidewalk on the specified roadway. The access drive is required to have access to a street other than the specified roadway and such intersection is required to be located at least one-hundred feet from the intersection of another street. Limited access points to the specified roadway may be approved by the Director of Planning provided such access points are no closer than three-hundred feet to the intersection of another street or common access drive. The Director of Planning and the Fire Chief may approve sole access to a specified roadway if other access is not reasonably feasible, necessary turn-arounds are provided and such plan creates the most desirable residential layout.
  - (2) The required front building setback shall be measured from the access road ROW or private lot / access drive and may be reduced by five feet from the standard front setback requirements. If the access road is privately maintained on a private lot, the single-family or two-family lot(s) shall front on the private lot / access drive and such frontage shall be considered as public road frontage for purposes of the subdivision ordinance.
  - (3) A landscape lot at least ten feet in width is required to be dedicated between the common access road and the specified roadway ROW and is required to be planted as follows: for every six hundred (600) square feet of landscape area, two (2) shade trees (two-inch caliper or larger) and four (4) shrubs (five gallon container size or larger) shall be planted and maintained. Two ornamental trees per shade tree may be substituted for up to fifty percent

(50%) of the shade trees if desired. No fence is permitted within this landscape lot or parallel common access road unless it is a wrought iron, tubular metal or similar decorative fence and does not create a visibility obstruction. This landscape lot may be dedicated as public ROW if the applicant provides for ongoing maintenance of the landscaping and the common access road is dedicated as public ROW.

- (b) For lots adjacent to tollway, highway, arterial, or collector ~~such specified~~ roadways and backing up to such roadway (having frontage on another roadway of a lesser classification), the following shall be provided (see Figure Q – following pages):
- (1) A landscape lot is required between the lot and the specified roadway. Such landscape lot is required to be at least ten (10) feet wide and is required to be planted as follows: for every six hundred (600) square feet of landscape area, two (2) shade trees (two-inch caliper or larger) and four (4) shrubs (five gallon container size or larger) shall be planted and maintained. Two ornamental trees per shade tree may be substituted for up to fifty percent of the shade trees if desired.
  - (2) A six-foot privacy fence is required to be constructed at the common lot line between the landscape lot and the single-family or two-family lots. The fence is required to be constructed of one or more of the following materials: ~~textured pre-cast concrete (e.g. WoodCrete)~~, brick, stone, cast stone, stucco, factory tinted (not painted) split-faced concrete masonry unit, or other similar material approved by the Director of Planning. In addition to the materials listed above, textured pre-cast concrete (e.g. WoodCrete) is also permitted when the privacy fence is adjacent to collectors. All columns are required to have concrete footings. The landscape lot is required to be maintained by a private association.
- (c) For lots adjacent to tollway, highway, arterial, or collector ~~such specified~~ roadways and having a side of the lot adjacent to such roadway (having frontage on another roadway of a lesser classification), the following shall be provided (see Figure Q – previous page):
- (1) A landscape lot is required between the lot and the specified roadway. Such landscape lot is required to be at least ten (10) feet wide and is required to be planted as follows: for every six hundred (600) square feet of landscape area, two (2) shade trees (two-inch caliper or larger) and four (4) shrubs (five gallon container size or larger) shall be planted and maintained. Two ornamental trees per shade tree may be substituted for up to fifty percent (50%) of the shade trees if desired.
  - (2) A six-foot privacy fence is required to be constructed at the common lot line between the landscape lot and the single-family or two-family lots from the rear lot line to a point even with the rear wall of the house at a minimum, but no further than to a point even with the front wall of the house. Any fence closer to the front lot line than the front wall of the house shall not exceed three feet in height; however, such fence is not required. Such fence is required to be constructed of one or more of the following materials: ~~textured pre-cast concrete (e.g. WoodCrete)~~, brick, stone, cast stone, stucco, factory tinted (not painted) split-faced concrete masonry unit, or other similar material approved by the Director of Planning. In addition to the materials listed above, textured pre-cast concrete (e.g. WoodCrete) is also permitted when the privacy fence is adjacent to collectors. All columns are required to have concrete footings. The landscape lot is required to be maintained by a private association.

FIGURE P

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

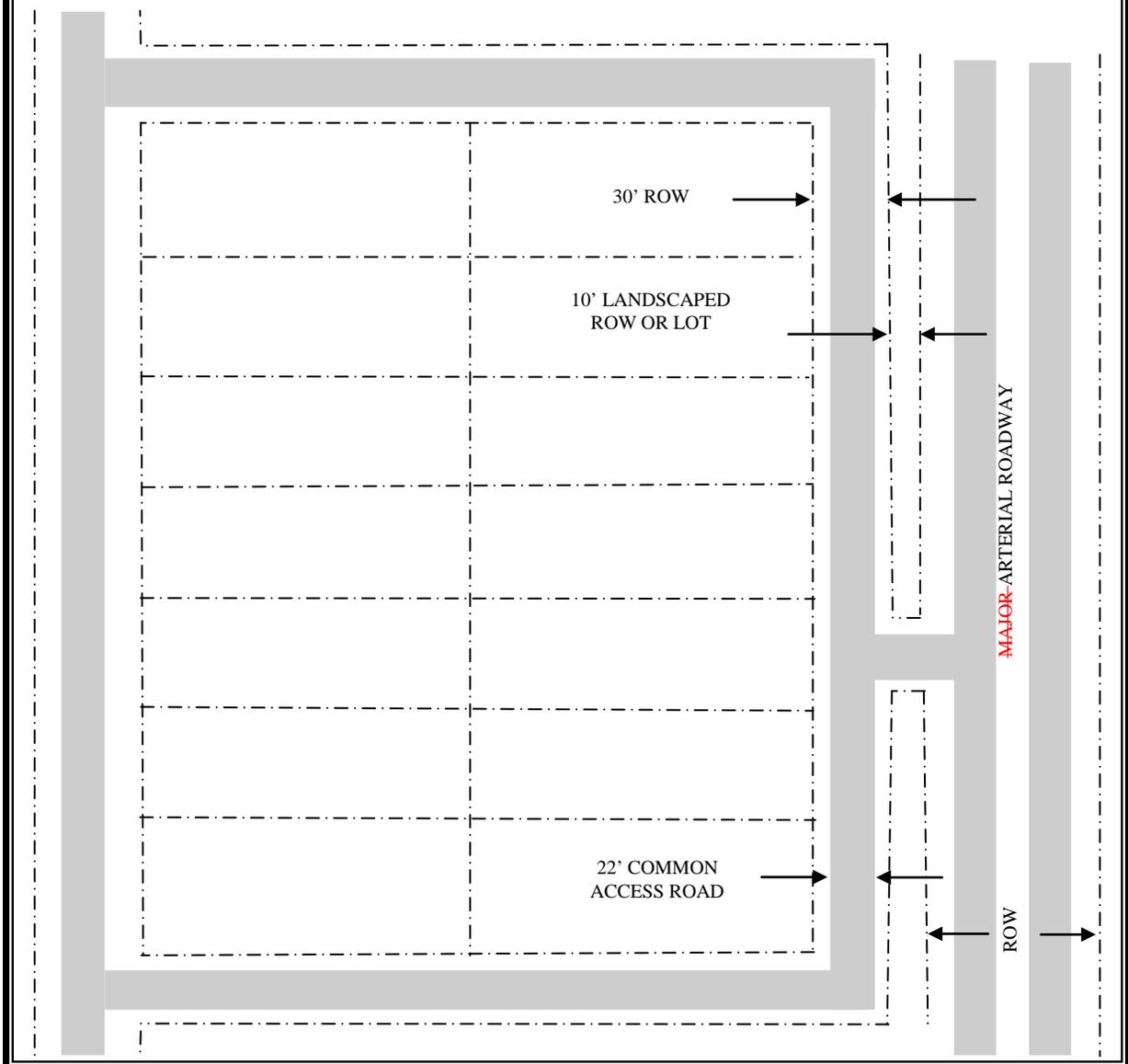
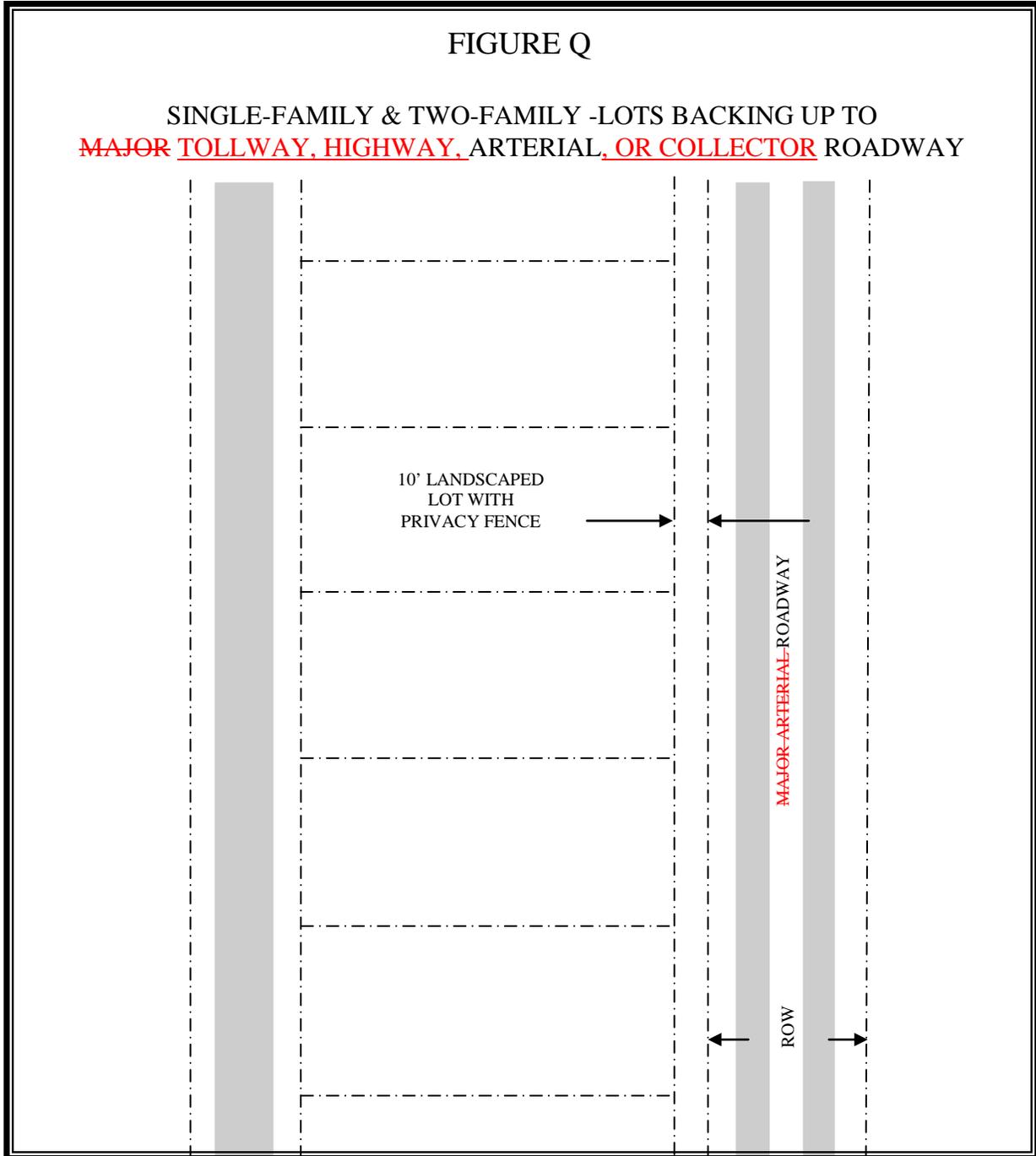


FIGURE Q

SINGLE-FAMILY & TWO-FAMILY -LOTS BACKING UP TO  
MAJOR TOLLWAY, HIGHWAY, ARTERIAL, OR COLLECTOR ROADWAY



**ORDINANCE NO.**

**AN ORDINANCE OF THE CITY OF LEANDER, TEXAS AMENDING SECTIONS OF ARTICLE 14.200, THE COMPOSITE ZONING ORDINANCE, REGULATING THE SCREENING REQUIREMENTS FOR LOTS LOCATED ADJACENT TO MAJOR ROADWAYS; PROVIDING A SEVERABILITY CLAUSE, PROVIDING SAVINGS, EFFECTIVE DATE AND OPEN MEETINGS CLAUSES, AND PROVIDING FOR RELATED MATTERS.**

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

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

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

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

**Section 2. Amendment of Article VI, Section 8.** Article VI, Section 8 of the Composite Zoning Ordinance are hereby amended in its entirety as follows:

**Section 8: Single-Family and Two-Family Lots Abutting or Adjacent to Tollway, Highway, Arterial, or Collector Roadway**

For single-family and two-family lots contained within a subdivision receiving approval for a preliminary plat and final plat or a short form plat after the effective date of this ordinance and abutting or adjacent to a tollway, highway, arterial, or collector roadways as identified on the Leander Transportation Plan or based on roadway design, direct driveway access to any single-family or two-family lot from such roadway shall be prohibited. The following are also applicable:

- (a) For lots abutting tollway, highway, or arterial roadways and facing (having frontage exclusively on) such roadway, the following shall be provided (see Figure P – following page):
  - (1) A front parallel common access road at least twenty-two (22) feet in width (face of curb to face of curb) located on a thirty (30) foot wide public ROW (or private lot maintained by an association or other private authority and dedicated as a public access easement) shall be provided adjacent to the specified roadway. Such street shall be designed in accordance with the Transportation Criteria Manual; however, no sidewalk is required on this street if there is a sidewalk on the specified roadway. The access drive is required to have access to a street other than the specified

roadway and such intersection is required to be located at least one-hundred feet from the intersection of another street. Limited access points to the specified roadway may be approved by the Director of Planning provided such access points are no closer than three-hundred feet to the intersection of another street or common access drive. The Director of Planning and the Fire Chief may approve sole access to a specified roadway if other access is not reasonably feasible, necessary turn-arounds are provided and such plan creates the most desirable residential layout.

- (2) The required front building setback shall be measured from the access road ROW or private lot / access drive and may be reduced by five feet from the standard front setback requirements. If the access road is privately maintained on a private lot, the single-family or two-family lot(s) shall front on the private lot / access drive and such frontage shall be considered as public road frontage for purposes of the subdivision ordinance.
  - (3) A landscape lot at least ten feet in width is required to be dedicated between the common access road and the specified roadway ROW and is required to be planted as follows: for every six hundred (600) square feet of landscape area, two (2) shade trees (two-inch caliper or larger) and four (4) shrubs (five gallon container size or larger) shall be planted and maintained. Two ornamental trees per shade tree may be substituted for up to fifty percent (50%) of the shade trees if desired. No fence is permitted within this landscape lot or parallel common access road unless it is a wrought iron, tubular metal or similar decorative fence and does not create a visibility obstruction. This landscape lot may be dedicated as public ROW if the applicant provides for ongoing maintenance of the landscaping and the common access road is dedicated as public ROW.
- (b)** For lots adjacent to tollway, highway, arterial, or collector roadways and backing up to such roadway (having frontage on another roadway of a lesser classification), the following shall be provided (see Figure Q – following pages):
- (1) A landscape lot is required between the lot and the specified roadway. Such landscape lot is required to be at least ten (10) feet wide and is required to be planted as follows: for every six hundred (600) square feet of landscape area, two (2) shade trees (two-inch caliper or larger) and four (4) shrubs (five gallon container size or larger) shall be planted and maintained. Two ornamental trees per shade tree may be substituted for up to fifty percent of the shade trees if desired.
  - (2) A six-foot privacy fence is required to be constructed at the common lot line between the landscape lot and the single-family or two-family lots. The fence is required to be constructed of one or more of the following materials: brick, stone, cast stone, stucco, factory tinted (not painted) split-faced concrete masonry unit, or other similar material approved by the Director of Planning. In addition to the materials listed above, textured pre-cast concrete (e.g. WoodCrete) is also permitted when the privacy fence is adjacent to collectors. All columns are required to have concrete footings. The landscape lot is required to be maintained by a private association.

- (c) For lots adjacent to tollway, highway, arterial, or collector roadways and having a side of the lot adjacent to such roadway (having frontage on another roadway of a lesser classification), the following shall be provided (see Figure Q – previous page):
- (1) A landscape lot is required between the lot and the specified roadway. Such landscape lot is required to be at least ten (10) feet wide and is required to be planted as follows: for every six hundred (600) square feet of landscape area, two (2) shade trees (two-inch caliper or larger) and four (4) shrubs (five gallon container size or larger) shall be planted and maintained. Two ornamental trees per shade tree may be substituted for up to fifty percent (50%) of the shade trees if desired.
  - (2) A six-foot privacy fence is required to be constructed at the common lot line between the landscape lot and the single-family or two-family lots from the rear lot line to a point even with the rear wall of the house at a minimum, but no further than to a point even with the front wall of the house. Any fence closer to the front lot line than the front wall of the house shall not exceed three feet in height; however, such fence is not required. Such fence is required to be constructed of one or more of the following materials: brick, stone, cast stone, stucco, factory tinted (not painted) split-faced concrete masonry unit, or other similar material approved by the Director of Planning. In addition to the materials listed above, textured pre-cast concrete (e.g. WoodCrete) is also permitted when the privacy fence is adjacent to collectors. All columns are required to have concrete footings. The landscape lot is required to be maintained by a private association.

**Section 3. Amendment to Figures P and Q.** Figures P and Q of the Composite Zoning Ordinance are hereby amended in their entirety to read as set forth in attachments entitled Figure P and Figure Q attached to this Ordinance.

**Section 4. Conflicting Ordinances.** Exhibit “A”, Article 14.200, Leander Code of Ordinances and of Ordinance No. 05-018-00 is amended as provided herein. All ordinances or parts thereof conflicting or inconsistent with the provisions of this ordinance as adopted herein, are hereby amended to the extent of such conflict. In the event of a conflict or inconsistency between this ordinance and any other code or ordinance of the City, the terms and provisions of this ordinance shall govern.

**Section 5. Savings Clause.** All rights and remedies of the City of Leander are expressly saved as to any and all violations of the provisions of any ordinances affecting zoning within the City which have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

**Section 6. 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 7. Severability.** It is hereby declared to be the intention of the City Council that the

sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any 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 8. 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 15<sup>th</sup> day of May, 2014.

**PASSED AND FINALLY APPROVED** on the 5<sup>th</sup> day of June, 2014.

**THE CITY OF LEANDER, TEXAS**

**ATTEST:**

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

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



**Executive Summary**

**June 05, 2014**

- 
- Agenda Subject:** Zoning Case 14-Z-007: Second reading and consider action on the rezoning of a tract of land generally located on the north side of W. San Gabriel Pkwy approximately 400 ft west from the intersection of US 183 and W San Gabriel Pkwy; 28.0 acres more or less out of the AW0134 – Cochran, C. Survey; WCAD Parcel #R031694. Currently, the property is zoned PUD (Planned Unit Development) and the applicant is proposing an amendment to the PUD, Leander, Williamson County, Texas.
- Background:** This request is the final step in the rezoning process.
- Origination:** Applicant: Robert Wunsch on behalf of Waterstone Tylerville LP.
- Financial Consideration:** None
- Recommendation:** See Planning Analysis. The Planning & Zoning Commission unanimously recommended approval at the May 8, 2014 meeting. The City Council unanimously recommended approval at the May 15, 2014 meeting
- Attachments:**
1. Planning Analysis
  2. Current Zoning Map
  3. Aerial Map
  4. Letter of Intent
  5. Ordinance
- Prepared By:** Tom Yantis, AICP  
Development Services Director
- 05/28/2014



## PLANNING ANALYSIS

### ZONING CASE 14-Z-007 TYLERVILLE PUD

#### GENERAL INFORMATION

- Owner:** Waterstone Tylerville LP.
- Current Zoning:** PUD/TOD (Planned Unit Development/Transit Oriented Development)
- Proposed Zoning:** PUD/TOD (Planned Unit Development/Transit Oriented Development)
- Size and Location:** The property located on the north side of W. San Gabriel Pkwy approximately 400 ft west from the intersection of US 183 and W San Gabriel Pkwy and includes approximately 28 acres.
- 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	HC-4-C Interim SFR-1-B	Undeveloped Property
EAST	PUD/TOD	Existing Commercial & Residential Uses
SOUTH	PUD/TOD	Proposed Oak Creek Subdivision
WEST	PUD/TOD	Undeveloped Property located within the TOD owned by Hill Country Bible Church

## COMPOSITE ZONING ORDINANCE & SMARTCODE INTENT STATEMENTS

### **PUD/TOD – PLANNED UNIT DEVELOPMENT/TRANSIT ORIENTED DEVELOPMENT:**

An Ordinance of the City of Leander established a Planned Unit Development District (PUD) called the Leander TOD. This PUD defined a form-based code and a Transect Map (or regulating plan) as the community plan and PUD plan for the geographic area set for in the ordinance. The TOD is an area where a mixed-use, pedestrian friendly requirement will prevail over the typical land-use oriented plan; where all commercial and residential land-uses may be developed by right; where streets are designed to slow traffic rather than encourage it; where residents can find neighborhood services and goods within a ten-minute walk and where there is a variety of housing types and price ranges.

### **T3 TRANSECT – SUB-URBAN ZONE**

The Sub-Urban Zone, though similar to conventional suburban single-family house areas, differs by its street connectivity and by allowing home occupations. It is typically adjacent to other urban T-Zones. This zone is naturalistic in its planting. Blocks may be large and the roads irregular to accommodate site conditions.

### **T4 TRANSECT – NEIGHBORHOOD GENERAL ZONE:**

The Neighborhood General Zone has a denser, primarily residential urban fabric. Mixed use is confined to certain corner locations. This Zone has a wide range of building types. Single, sideyard, and row houses are set close to frontages. Streets typically define medium-sized blocks.

### **CONVENTIONAL ZONE:**

The Conventional Zone designation allows for the property to be developed pursuant to the Composite Zoning Ordinance, Subdivision Ordinance, and other development ordinances with the addition of specific architectural standards.

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

**ANALYSIS:**

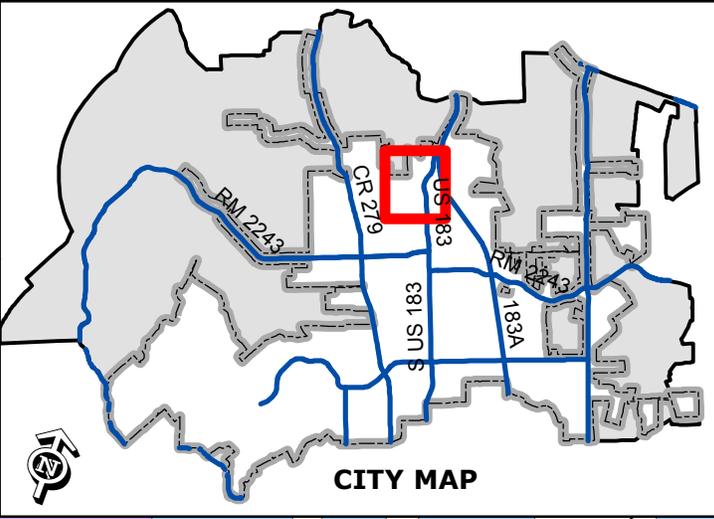
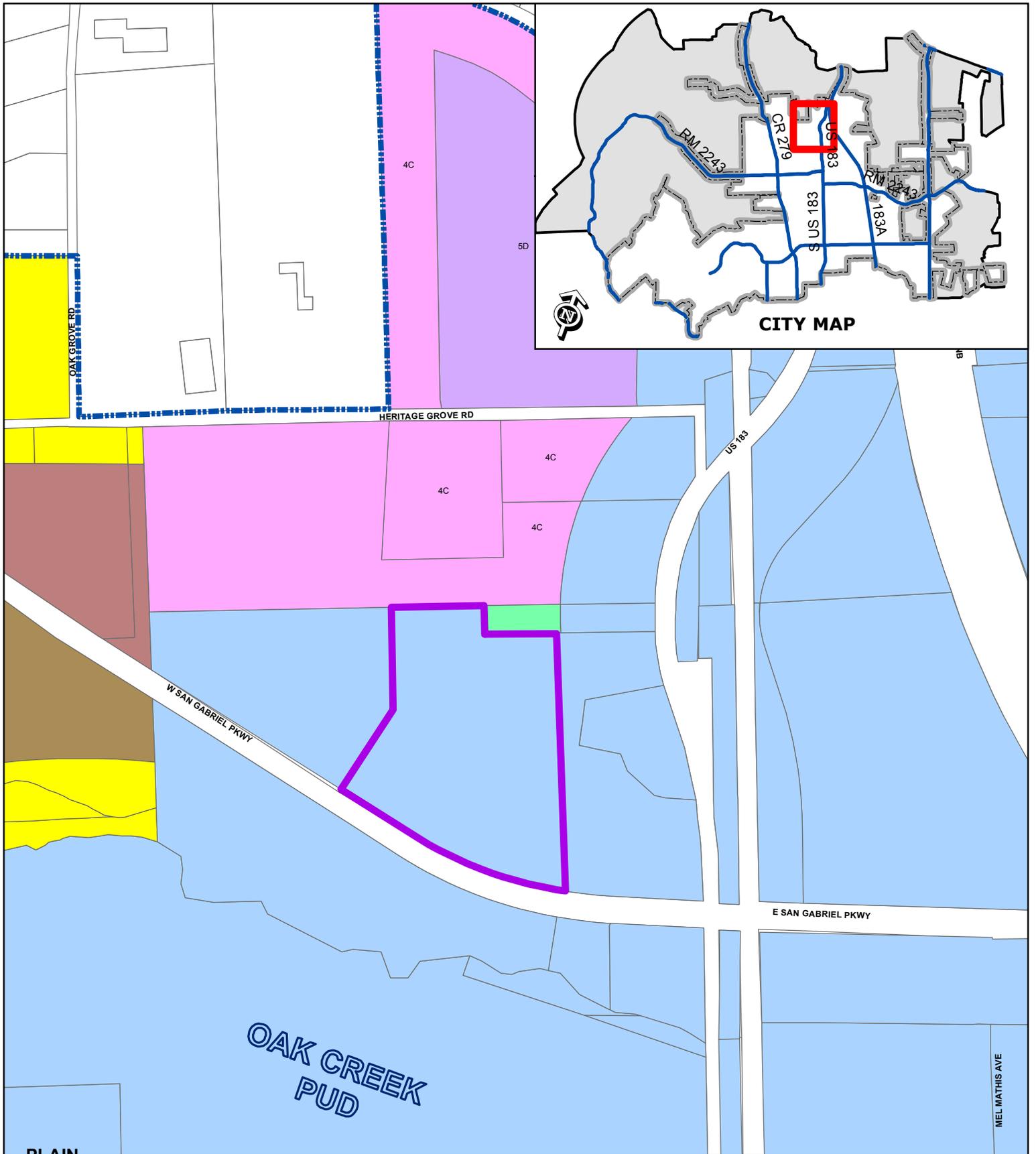
The applicant is requesting an amendment to the TOD/PUD (Transit Oriented Development/Planned Unit Development) district in to order to remove the property T3 and T4 transect zones and place the property within the Conventional Zone. They are also requesting a minimum density of six units per acre.

If this request is approved, the next step in the process would be for the applicant to submit a PUD zoning application that includes a Conceptual Site Layout and Land Use Plan. This plan would designate the proposed Composite Zoning districts and any other development standards that they will follow for the development of the project. Currently, the T4 Transect requires a minimum residential density of 12 units per acre and the T3 Transect requires a minimum residential density of 4 units per acre. The adjacent property is located within the T5 Neighborhood Center Zone which requires a higher density of a minimum of 20 units per acre.

The proposed SmartCode update includes this lot in the Conventional Development Sector which is similar to the Conventional District.

**STAFF RECOMMENDATION:**

Staff recommends approval of the requested TOD/PUD amendment. The proposed land use is compatible with the neighboring properties. This request conforms to the proposed SmartCode update.



## ZONING CASE 14-Z-007

### Attachment #2

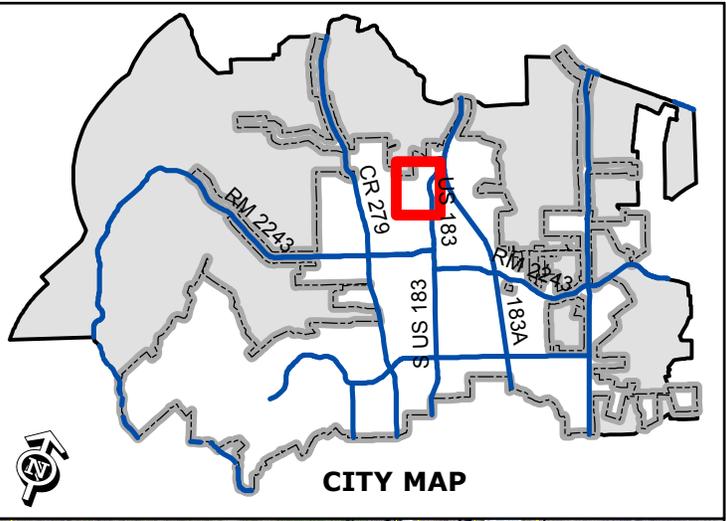
Current Zoning Map  
Tylerville PUD



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

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

0 400  
Feet



### ZONING CASE 14-Z-007 Attachment #3

Aerial Exhibit - Approximate Boundaries  
Tylerville PUD



-  Subject Property
-  City Limits

**Waterstone Tylerville, L.P.  
10500 Avery Club Drive  
Austin, Texas 78717**

March 25, 2014

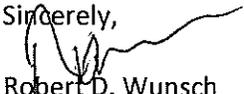
City of Leander  
200 W. Willis Street  
Leander, Texas 78641

To Whom It May Concern:

The intent on the PUD zoning change that I am submitting is to get the required density reduced on the 28 acres in question. The developer would like to have a density of six (6) units per acre. We would also like to request Conventional Zoning according to Article 8 of the Leander Smart Code per the attached. This density and zoning works with the proposed development.

Please feel to call with any questions.

Sincerely,

  
Robert D. Wunsch  
Waterstone Tylerville, LP.

## ARTICLE 8

# ★CONVENTIONAL ZONE★

### 8.1 APPLICABILITY

The geographic area within the Conventional Zone designated on the Transect Map shall be developed pursuant to the zoning ordinance, subdivision ordinance and other development ordinances that are in effect from time to time outside the area designated on the Transect Map, except the following architectural standards apply only to the Conventional Zone.

### 8.2 ARCHITECTURAL STANDARDS

- 8.2.1 **ROOF PITCH.** The predominant roof pitch for each house shall be 8:12 or steeper. Certain exceptions may apply:
- a. In certain small areas that are not visible from the street (front or side) a lesser pitch may be used where it is infeasible to construct a roof of prescribed pitch given the floor plan and architecture of the home (i.e. in areas that need to be covered by a flat roof because the geometry of a pitched roof is infeasible).
  - b. In certain small areas (less than 15% of the total roof area) of the house, such as porches and covered patios, where a lower pitched roof is necessary to accomplish a certain architectural style that cannot be accomplished in another way shall be allowed (i.e. a low pitched front porch roof to accomplish a "Texas Hill Country" style home).

8.2.2 **ROOF MATERIAL.** The following shall be allowed:

- a. Fiberglass shingles-roofing be "dimensional style" shingles of at least 300 lbs. per square (No three tab roofing is allowed).
- b. Concrete Tile
- c. Concealed-fastener standing seam metal roof allowed on larger houses (No galvanized aluminum is allowed).

8.2.3 **MASONRY.**

- a. 100% stone, stucco or brick shall be utilized on first floor (80% overall including 2nd level areas). Only clay brick shall be utilized. No concrete brick or "king sized" brick is allowed.
- b. Masonry must extend to a point no higher than 16 inches from the finished grade at the base of the concrete foundation. Houses with a tall foundation wall shall incorporate a lowered masonry lug where the masonry will cover the side of the foundation.
- c. Fireplaces and chimneys located on an exterior wall must be 100% masonry. The masonry shall be the same material on all four sides of the chimney as it extends above the roof. Chimneys that are not on an interior wall and extend solely above the roof may use materials other than masonry.

8.2.4 **GARAGE DOORS.**

- a. Heavy gauge steel doors with deeply

embossed panels shall be utilized.

- b. Cedar-faced wooden garage doors are allowed.

8.2.5 ARCHITECTURAL DESIGN.

- a. Designs with front porches and appropriate details such as shutters are encouraged.
- b. Sidewalks shall be located per street section.

8.2.6 LANDSCAPING.

- a. Minimum 2-inch caliper trees shall be planted.
- b. A "street" tree shall be located between curb and sidewalk.
- c. Trees shall be irrigated and maintained by home owner.
- d. Front yards shall be irrigated and sodded by developer.
- e. Backyards shall be sodded by developer.

**ORDINANCE NO #**

**ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE PLANNED UNIT DEVELOPMENT KNOWN AS THE TRANSIT ORIENTED DEVELOPMENT DISTRICT FOR SEVERAL PARCELS OF LAND BY CREATING THE TYLERVILLE PLANNED UNIT DEVELOPMENT; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.**

**Whereas**, the owner of the property described herein after (the "Property"), which is located within the planned unit development known as the Transit Oriented Development District (the "TODD"), has requested that the Property be rezoned and a planned unit development plan (the "PUD plan") for the Tylerville Planned Unit Development ("PUD") be adopted;

**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 TODD Ordinance.** Ordinance No.05-026, as amended, the City of Leander TODD Ordinance, is hereby modified and amended for these Properties as set forth in Section 3.

**Section 3. Property Rezoned.** The TODD Ordinance is hereby amended by creation of the Tylerville PUD, which are herein referred to as the "Property," generally located on the north side of West San Gabriel Pkwy to the west of the intersection of US 183 and West San Gabriel Pkwy, and more particularly described as follows: 28.0 acres out of the Charles Cochran League, Abstract Number 134, located in Leander, Williamson County, Texas, being more particularly shown and described in Exhibits "A" and "B"; and identified by tax identification number R031694. The Property is zoned to the planned unit development district known as the Tylerville PUD within the TODD. The Property shall not be developed until a Conceptula Site Layout and Land Use Plan is submitted.

**Section 4. 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 5. 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 6. 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 15<sup>th</sup> day of May, 2014.  
**FINALLY PASSED AND APPROVED** on this the 5<sup>th</sup> day of June, 2014.

**THE CITY OF LEANDER, TEXAS**

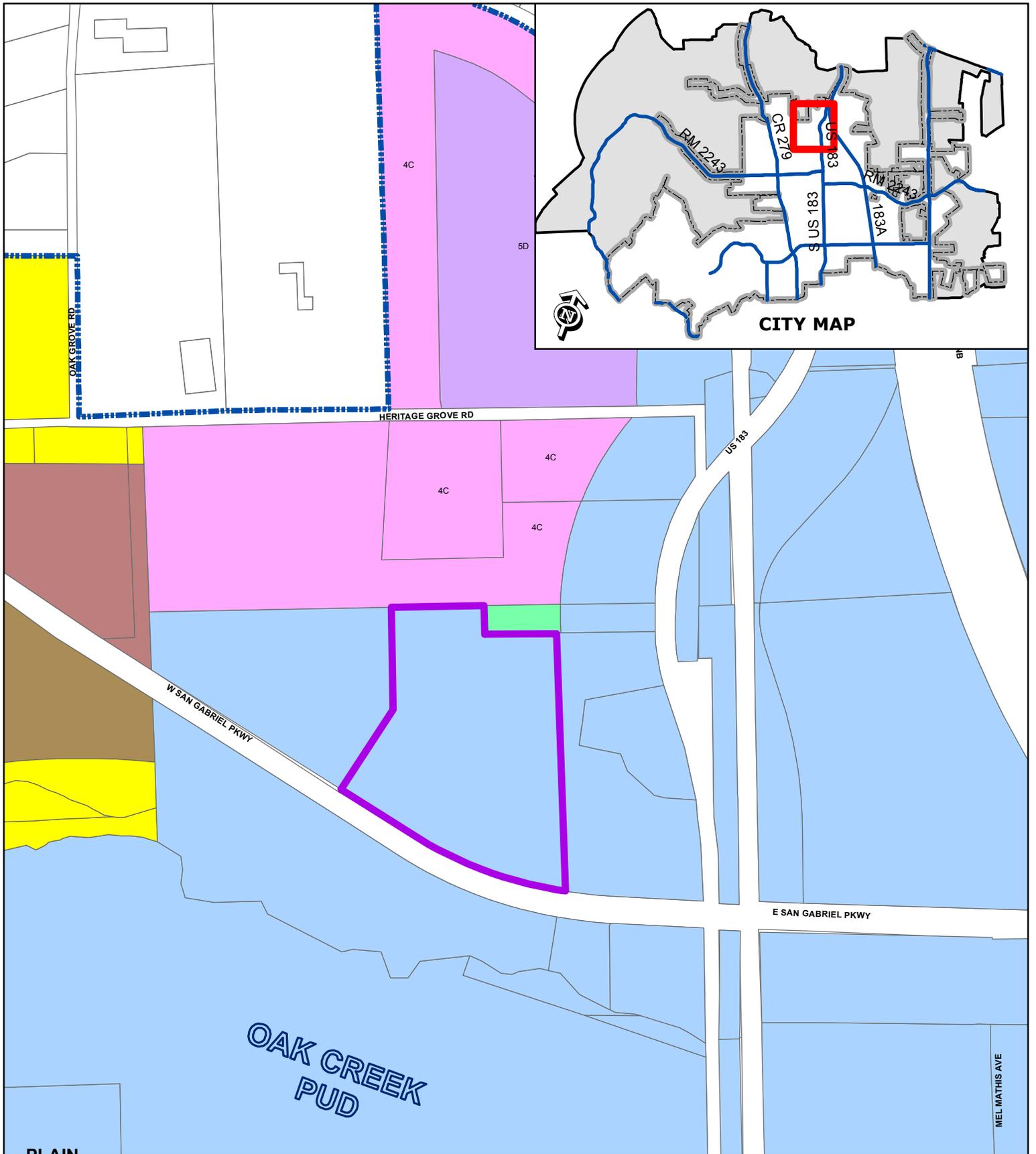
**ATTEST:**

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Christopher Fielder, Mayor

---

Debbie Haile, City Secretary



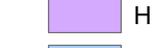
**EXHIBIT A**

**Zoning Case  
14-Z-007**

Tylerville PUD



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

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





**Executive Summary**

**June 5, 2014**

**Council Agenda Subject:** Consider Dedication and Acceptance of Subdivision Infrastructure Improvements for: **Borho Phase 1**

**Background:** The subdivision infrastructure improvements required for **Borho Phase 1** 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 **June 5, 2014**, which will provide warranty and maintenance coverage for the infrastructure improvements through **June 5, 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 **Borho Phase 1**.

**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

ENGINEER'S CONCURRENCE  
FOR  
PROJECT ACCEPTANCE

PROJECT: Borho Phase 1  
Street, Drainage, Water and Wastewater

Date: April 17, 2014

Owner's Name and Address

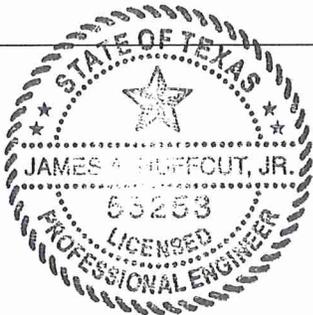
Consultant Engineer's Name and Address

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

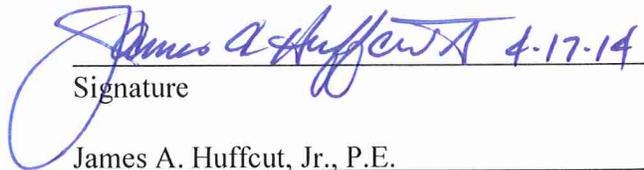
Pape-Dawson Engineers, Inc.  
7800 Shoal Creek Blvd., Suite 220 West  
Austin, Texas 78757

On March 5, 2014, I, the undersigned Professional Engineer in the State of Texas, or my representative, met with representatives of the City of Leander and the Project Contractor and made a visual inspection of the above referenced project. No discrepancies in approved construction plans or deficiencies in construction were visible or brought to my attention by the parties at the meeting except those listed below. I, therefore, recommend acceptance of this project by the City of Leander once the following listed items are corrected to the satisfaction of the City of Leander.

Punchlist items have been completed.



(SEAL)

 4-17-14  
Signature

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

55253  
Texas Registration No.

MAINTENANCE BOND  
Subdivision Improvements

Bond No. 1028721

THE STATE OF TEXAS           §

COUNTY OF WILLIAMSON       §

KNOW ALL BY THESE PRESENTS, that DNT Construction, LLC as Principal, whose address is 2300 Picadilly Dr. and The Hanover Insurance Company a Corporation organized under the laws of the State of New Hampshire, and duly authorized to do business in the State of Texas, as Surety, are held and firmly bound unto the City of Leander, Texas as Obligee, in the penal sum of Two Hundred Seventy Six Thousand Three Hundred Eighty Eight & 27/100's Dollars (\$276,388.27) 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 Borho Phase 1 (the "improvements") pursuant to the ordinances of the Obligee, which ordinances are hereby expressly made a part hereof as though the same were written and embodied herein;

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

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

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

same against Principal and Surety on this obligation.

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

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

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

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

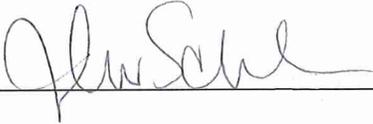
Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the improvements, or the work to be performed thereon, or the plans, specifications or drawings accompanying the same, shall in any way affect its obligation on this bond, and it does hereby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

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 25th day of February, 2014 .

DNT Construction, LLC  
Principal

The Hanover Insurance Company  
Surety

By: 

By: 

Title: Dean Temme, vice president

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

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

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

2300 Picadilly Dr.  
Round Rock, TX 78664

10375 Richmond Ave, Ste. 1050  
Houston, TX 77042

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

Time Insurance Agency, Inc.

1405 E. Riverside Drive, Austin, TX 78741

(Seal)

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

POWERS OF ATTORNEY  
CERTIFIED COPY

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

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

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

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

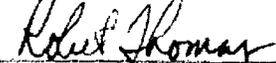
and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are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

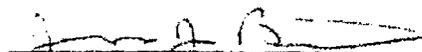
"RESOLVED, That the President or any Vice President, in conjunction with any Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances,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

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



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

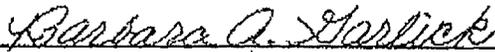
  
Robert Thomas, Vice President

  
Joe Brenstrom, Vice President

THE COMMONWEALTH OF MASSACHUSETTS )  
COUNTY OF WORCESTER ) ss.

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

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

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

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

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

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

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 25th day of Feb 20 14.

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

  
Glenn Margosian, Vice President



**IMPORTANT NOTICE**

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

**1-800-608-8141**

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

440 Lincoln Street  
Worcester, MA 01615

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

**1-800-252-3439**

You may write the Texas Department of Insurance:

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

**PREMIUM OR CLAIM DISPUTES:**

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

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

**AVISO IMPORTANTE**

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

**1-800-608-8141**

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

440 Lincoln Street  
Worcester, MA 01615

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

**1-800-252-3439**

Puede escribir al Departamento de Seguros de Texas:

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

**DISPUTAS SOBRE PRIMAS O RECLAMOS:**

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

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

Construction Contract Summary  
 Borho Subdivision  
 Phase 1

Final Pay Application (3/31/14)  
 DNT Construction

Prepared By: 4/15/2014  
 Juan Brizuela, PE  
 Pape-Dawson Engineers, Inc.  
 TBPE Firm Reg #470

	Original Contract					
	Amount	CO#1	CO#2	CO#3	CO#4	Final
Streets	\$ 623,215.28					\$ 623,215.28
Drainage	\$ 952,277.54					\$ 952,277.54
Water	\$ 244,830.69					\$ 244,830.69
WW	\$ 294,005.09					\$ 294,005.09
ESC	\$ 71,832.80					\$ 71,832.80
Pond #1	\$ 276,634.54					\$ 276,634.54
Pond #2	\$ 187,977.00					\$ 187,977.00
CO	\$ -	\$ 30,776.28	Electrical/Gas	E/G/TWC/AT&T	\$ 79,766.99	\$ 110,543.27
<b>Total</b>	<b>\$ 2,650,772.94</b>	<b>\$ 30,776.28</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 79,766.99</b>	<b>\$ 2,761,316.21</b>

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



*Juan C. Brizuela 04/15/14*



LAND DEVELOPMENT ENVIRONMENTAL TRANSPORTATION WATER RESOURCES SURVEYING

April 15, 2014

Michael O'Neal  
Engineering Department  
City of Leander  
200 W. Willis St.  
Leander, Texas 78641

RE: Borho Phase 1 - Inspection Fees

Dear Mr. O'Neal:

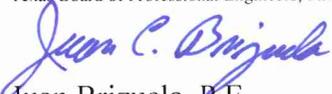
As part of the subdivision improvements acceptance process, inspection fees shall be checked to determine if there was an under or over payment. The inspection fees were paid prior to construction based on our Engineer's Opinion of Probable Cost (OPC). The inspection fees have now been re-calculated based on the Contractor's final pay application. The following is a summary of the inspection fee comparison:

	Estimated Cost	Fee %	Fees Paid	Final Cost	Fee %	Fees Required	Settle-Up Amount
Construction Improvements	\$2,650,992	3.5%	\$92,784.72	\$2,761,316.21	3.5%	\$96,646.07	\$3,861.35
						<b>Balance Due</b>	<b>\$3,861.35</b>

Based on the above comparison there is a net balance due of \$3,861.35. Accordingly, a check is included with this letter for the amount due.

Please contact me if you have any questions or need additional information.

Sincerely,  
Pape-Dawson Engineers, Inc.  
Texas Board of Professional Engineers, Firm Registration #470

  
Juan Brizuela, P.E.  
Project Manager

H:\projects\50751\51970 Const Admin\Documents\Project Closeout\Borho Phase 1 - Inspection Fee Settle Up Letter.doc

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

STATE OF TEXAS  
COUNTY OF

Date: 5/1/2014

Owner: **Meritage Homes of Texas**

Contractor/Material  
Provider ("Affiant"): **DNT Construction, LLC**

Project : **Trails at Shady Oaks**

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

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

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

SUBSCRIBED AND SWORN TO BY Affiant on this 1 May 2014

**AFFIANT:**

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



Typed Name: Jeff Phipps

Title: CFO

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

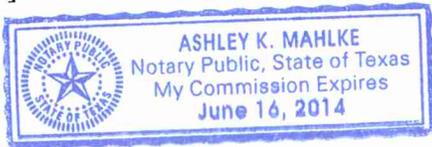
STATE OF TEXAS :

COUNTY OF Travis :

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 1 May 2014

[S E A L]



Ashley K. Mahlke

Notary in and for the State of Texas

Name: Ashley K. Mahlke

My commission expires: June 16, 2014



**Executive Summary**

**June 5, 2014**

**Council Agenda Subject:** Consider Dedication and Acceptance of Reagan’s Overlook – Offsite 24-inch Waterline

**Background:** As part of the subdivision infrastructure requirements for this project, the Offsite 24” Waterline has been installed, inspected, and found to be satisfactorily completed. All documentation required for acceptance of the offsite utility improvements have been received, including record drawings, statement(s) of substantial completion prepared by a Professional Engineer licensed in the State of Texas, copies of all inspection reports and certified test results, electronic files of the improvements and final plat(s), affidavit(s) of all bills paid, and a two-year term Maintenance Bond(s). The Maintenance Bond(s) will commence the two year term upon City Council acceptance, as anticipated, on **June 5, 2014**, which will provide warranty and maintenance coverage for the utility improvements through **June 5, 2016**. The Engineering Department will perform a formal inspection of the improvements approximately 30 days prior to the expiration of the Maintenance Bond(s) to assure that any defects in materials, workmanship, or maintenance are corrected prior to expiration of the bond.

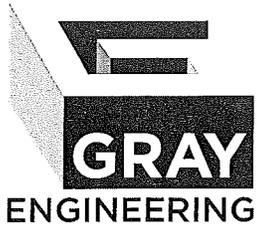
**Origination:** Wayne S. Watts, P.E., CFM, City Engineer

**Financial Consideration:** N/A

**Recommendation:** Staff recommends City Council’s formal acceptance of the Reagan’s Overlook Offsite 24-inch waterline

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

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



O 512.452.0371 : F 512.454.9933  
8834 North Capital of Texas Highway, Suite 140  
Austin, Texas 78759 : [www.grayengineeringinc.com](http://www.grayengineeringinc.com)  
TBPE 2946

May 5, 2014

Mr. Joe Straub  
Land Buddies, LLC  
4408 Spicewood Springs Rd.  
Austin, TX 78759

**Re: Reagan's Overlook Offsite 24" Waterline  
Engineer's Concurrence Letter  
GEI No. 1602-10564-34**

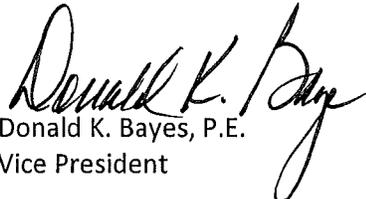
Dear Mr. Straub:

Please find the attached Engineer's Concurrence Letter for Reagan's Overlook Offsite 24" Waterline.

If you have any questions, please do not hesitate to contact me at 512- 452-0371.

Sincerely,

**GRAY ENGINEERING, INC.**

  
Donald K. Bayes, P.E.  
Vice President

DKB:MW:ad

Attachment

cc: Mr. Jim Harris; Land Buddies, LLC (w/encl.)  
Mr. Gary Hampton; Keystone Construction (w/encl.)  
Mr. Mike Williams; Gray Engineering Inc. (w/encl.)

May 5, 2014

ENGINEER'S CONCURRENCE  
FOR  
PROJECT ACCEPTANCE

PROJECT: Reagan's Overlook  
Offsite 24" Waterline

Owner's Name and Address

Consultant Engineer's Name & Address

Land Buddies, LLC

Gray Engineering, Inc.

4408 Spicewood Springs Rd.

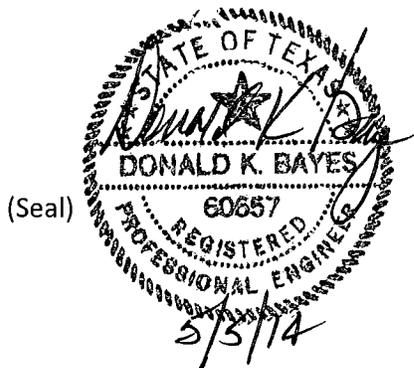
8834 N. Capital of Texas Hwy, Ste. 140

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  
Donald K. Bayes, P.E.  
60657  
Texas Registration Number

MAINTENANCE BOND  
Subdivision Improvements

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that KEYSTONE CONSTRUCTION, INC. as Principal, whose address is P. O. BOX 90398, AUSTIN, TEXAS 78709-0398 and 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 THIRTEEN THOUSAND FOUR HUNDRED ELEVEN AND 27/100-- Dollars (\$113,411.27) 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 OFFSITE 24" WATER LINE AND BOOSTER STATION (*insert description of subdivision improvements*) (the "improvements") pursuant to the ordinances of the Obligee, which ordinances are hereby expressly made a part hereof as though the same were written and embodied herein;

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 14<sup>th</sup> day of MAY, 2014.

KEYSTONE CONSTRUCTION, INC.

Principal

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

Title: \_\_\_\_\_

Address: P. O. BOX 90398

AUSTIN, TEXAS 78709-0398

\_\_\_\_\_

COLONIAL AMERICAN CASUALTY  
AND SURETY COMPANY

Surety

By: Marla Hill

Title: MARLA HILL  
ATTORNEY-IN-FACT

Address: P. O. BOX 54020

LUBBOCK, TEXAS 79453

\_\_\_\_\_

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

HOWARD COWAN  
P. O. BOX 54020  
LUBBOCK, TEXAS 79453

(Seal)

**Power of Attorney  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, corporations of the State of Maryland, by THEODORE G. MARTINEZ, Vice President, and GERALD F. HALEY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, 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, does hereby nominate, constitute and appoint **Howard COWAN and Marla HILL, both of Lubbock, Texas, EACH** as 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 Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Howard COWAN, Marla HILL, dated May 19, 2005.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seals of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, this 27th day of September, A.D. 2007.

ATTEST:

**FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY**



*Gerald F. Haley*

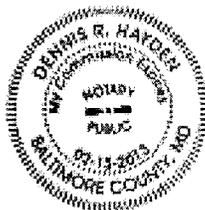
*Theodore G. Martinez*

*Gerald F. Haley* Assistant Secretary      By: *Theodore G. Martinez*

State of Maryland }  
Baltimore County } ss:

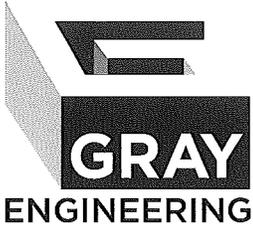
On this 27th day of September, A.D. 2007, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came THEODORE G. MARTINEZ, Vice President, and GERALD F. HALEY, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Companies aforesaid, and that the seals affixed to the preceding instrument is the Corporate Seals of said Companies, and that the said Corporate Seals and their signatures as such officers 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.



*Dennis R. Hayden*

*Dennis R. Hayden* Notary Public  
My Commission Expires: February 15, 2013



O 512.452.0371 : F 512.454.9933  
8834 North Capital of Texas Highway, Suite 140  
Austin, Texas 78759 : [www.grayengineeringinc.com](http://www.grayengineeringinc.com)  
TBPE 2946

May 5, 2014

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

**RE: Reagan's Overlook  
Offsite Waterline & Booster Station  
GEI No. 1602-10564-35**

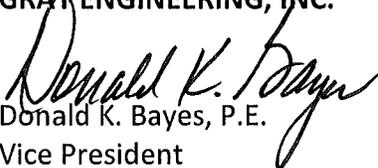
Per the record information from the construction contract, dated March 21, 2013 between Land Buddies, LLC and Keystone Construction, Inc. for the above referenced Offsite Waterline and Booster Station project, the following breakdown represents the Final Cost of the improvements as reflected in the attached Contractor Pay Request No. 6 (Final).

Booster Station	\$184,690.00
Water	\$935,320.60
Erosion & Revegetation	\$14,102.10
<b>Total</b>	<b>\$1,134,112.70</b>

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

Sincerely,

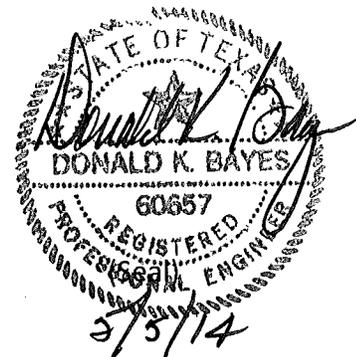
GRAY ENGINEERING, INC.

  
Donald K. Bayes, P.E.  
Vice President

DKB:ad

Attachments

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



## Contractor's Application and Certificate for Payment

To: Land Buddies, LLC 2929 W 5th Street, Suite A Fort Worth, TX 764107	From: Keystone Construction, Inc. P. O. Box 90398 Austin, TX 78709
Reagan's Overlook Offsite 24" Waterline	Application No.: Final
Application for Payment	
Change Order Summary	
Change Orders Approved by Owner	

Via: Gray Engineering, Inc. 8834 N. Capital of Texas Highway, Suite 140 Austin, TX 78759	Application Period: 03/31/14
--	------------------------------

Number	Date Approved	Additions	Deductions	Description	Amount
1	4/19/2013	\$183,690.00		1. ORIGINAL CONTRACT SUM	\$999,041.70
2	7/2/2013			2. Net change by Change Orders	\$135,071.00
3	3/1/2014	\$17,331.00	\$65,950.00	3. CONTRACT SUM TO DATE (Line 1 + 2)	\$1,134,112.70
				4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate)	\$1,134,112.70
				5. RETAINAGE: 10% of Completed Work and Stored Material	\$0.00
				6. AMOUNT ELIGIBLE TO DATE	\$1,134,112.70
				7. LESS PREVIOUS PAYMENTS (Line 6 from prior certificate)	\$1,000,297.08
				8. AMOUNT DUE THIS APPLICATION	\$133,815.62
				9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate)	\$0.00
TOTALS		\$201,021.00	\$65,950.00		
		NET CHANGE BY CHANGE ORDERS		\$135,071.00	

### Contractor's Certification

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

By: *Larry VanHalle* Date: 4-22-2014  
 Keystone Construction, Inc.

Approved For Payment:

Approved For Payment:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Land Buddies, LLC

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Gray Engineering Inc

For: Reagan's Overlook Offsite 24" Waterline

Contractor's Progress Estimate

FINAL

3/31/2014

Application Number:

Application Date:

Item	Description	Units	Quantity	Unit Price	Scheduled Value	Quan	Work Completed		Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F/B)	Balance to Finish (B-F)
							From Previous Application	This Period				
1	24" PVC C-905 DR 18 Waterline	LF	5517	104.00	\$573,768.00	5517	\$573,768.00	\$0.00	\$0.00	100.00%	\$0.00	
2	24" PVC C-905 DR 18 Restrained Joint Waterline	LF	230	140.00	\$32,200.00	230	\$32,200.00	\$0.00	\$0.00	100.00%	\$0.00	
3	16" PVC C-905 DR 18 Restrained Joint Waterline	LF	5	141.00	\$705.00	5	\$705.00	\$0.00	\$0.00	100.00%	\$0.00	
4	12" PVC C-900 DR 18 Restrained Joint Waterline	LF	169	52.00	\$8,788.00	169	\$8,788.00	\$0.00	\$0.00	100.00%	\$0.00	
5	8" PVC C-900 Restrained Joint Waterline	LF	71	36.00	\$2,556.00	71	\$2,556.00	\$0.00	\$0.00	100.00%	\$0.00	
6	2" PVC SH 40 Waterline	LF	80	19.00	\$1,520.00	80	\$1,520.00	\$0.00	\$0.00	100.00%	\$0.00	
7	24" Gate Valve with Box and Cover	EA	7	14,950.00	\$104,650.00	7	\$104,650.00	\$0.00	\$0.00	100.00%	\$0.00	
8	16" Gate Valve with Box and Cover	EA	1	5,593.00	\$5,593.00	1	\$5,593.00	\$0.00	\$0.00	100.00%	\$0.00	
9	12" Gate Valve with Box and Cover	EA	4	2,350.00	\$9,400.00	4	\$9,400.00	\$0.00	\$0.00	100.00%	\$0.00	
10	8" Gate Valve with Box and Cover	EA	2	1,500.00	\$3,000.00	2	\$3,000.00	\$0.00	\$0.00	100.00%	\$0.00	
11	4" Gate Valve with Box and Cover	EA	1	1,080.00	\$1,080.00	1	\$1,080.00	\$0.00	\$0.00	100.00%	\$0.00	
12	2" Gate Valve with Box and Cover	EA	5	605.00	\$3,025.00	5	\$3,025.00	\$0.00	\$0.00	100.00%	\$0.00	
13	30" Waterline Wet Connection	EA	1	11,220.00	\$11,220.00	1	\$11,220.00	\$0.00	\$0.00	100.00%	\$0.00	
14	4" Waterline Wet Connection	EA	1	3,331.00	\$3,331.00	1	\$3,331.00	\$0.00	\$0.00	100.00%	\$0.00	
15	2" Waterline Wet Connection	EA	6	2,500.00	\$15,000.00	6	\$15,000.00	\$0.00	\$0.00	100.00%	\$0.00	
16	5.25" Fire Hydrant	EA	20	5,200.00	\$104,000.00	20	\$104,000.00	\$0.00	\$0.00	100.00%	\$0.00	
17	2" Automatic Air Release Valve	EA	3	4,470.00	\$13,410.00	3	\$13,410.00	\$0.00	\$0.00	100.00%	\$0.00	
18	Install 1" Water Service	EA	7	2,050.00	\$14,350.00	7	\$14,350.00	\$0.00	\$0.00	100.00%	\$0.00	
19	36" Bore and Steel Encasement	LF	105	520.00	\$54,600.00	105	\$54,600.00	\$0.00	\$0.00	100.00%	\$0.00	
20	Trench Safety Systems	LF	5992	0.80	\$4,793.60	5992	\$4,793.60	\$0.00	\$0.00	100.00%	\$0.00	
21	Silt Fence	LF	377	3.30	\$1,244.10	377	\$1,244.10	\$0.00	\$0.00	100.00%	\$0.00	
22	Rock Berm	LF	340	40.00	\$13,600.00	340	\$13,600.00	\$0.00	\$0.00	100.00%	\$0.00	
23	Restoration and Revegetation	LF	6029	2.00	\$12,058.00	6029	\$12,058.00	\$0.00	\$0.00	100.00%	\$0.00	
24	Traffic Control Plan	LS	1	5,150.00	\$5,150.00	1.00	\$5,150.00	\$0.00	\$0.00	100.00%	\$0.00	
CHANGE ORDERS												
420gpm Booster Pump Station												
1-a	Bond & Insurance	LS	1	6,000.00	\$6,000.00	1	\$6,000.00	\$0.00	\$0.00	100.00%	\$0.00	
1-b	Mobilization	LS	1	10,000.00	\$10,000.00	1	\$10,000.00	\$0.00	\$0.00	100.00%	\$0.00	
1-c	Piping	LS	1	42,690.00	\$42,690.00	1	\$42,690.00	\$0.00	\$0.00	100.00%	\$0.00	
1-d	Valve Vault	LS	1	20,000.00	\$20,000.00	1	\$20,000.00	\$0.00	\$0.00	100.00%	\$0.00	
1-e	Slab	LS	1	10,000.00	\$10,000.00	1	\$10,000.00	\$0.00	\$0.00	100.00%	\$0.00	
1-f	BPS	LS	1	90,000.00	\$90,000.00	1.00	\$90,000.00	\$0.00	\$0.00	100.00%	\$0.00	
1-g	Electrical	LS	1	5,000.00	\$5,000.00	1.00	\$5,000.00	\$0.00	\$0.00	100.00%	\$0.00	
2-a	Delete 3 each 24" gate valves - Item 7	EA	3	(14,950.00)	-\$44,850.00	3	-\$44,850.00	\$0.00	\$0.00	100.00%	\$0.00	
2-b	Delete 10 ea. fire hydrants assembly install 6" valves w/plug	EA	10	(2,110.00)	(\$21,100.00)	10	-\$21,100.00	\$0.00	\$0.00	100.00%	\$0.00	
C3D1	Delete Rock Berm - Item 22	LF	320	(40.00)	(\$12,800.00)	320	-\$12,800.00	\$0.00	\$0.00	100.00%	\$0.00	
C3A1	Additional 4" - Item 14	EA	1	3,331.00	\$3,331.00	1	\$3,331.00	\$0.00	\$0.00	100.00%	\$0.00	
C3A2	Additional 1" - Item 18	EA	2	2,060.00	\$4,100.00	2	\$4,100.00	\$0.00	\$0.00	100.00%	\$0.00	
C3A3	Additional 36" - Item 19*	LF	35	520.00	\$18,200.00	35	\$18,200.00	\$0.00	\$0.00	100.00%	\$0.00	
C3A4	36" Bore no casing	LF	20	350.00	\$7,000.00	20	\$7,000.00	\$0.00	\$0.00	100.00%	\$0.00	

For: Reagan's Overlook Offsite 24" Waterline

Contractor's Progress Estimate

FINAL

3/31/2014

Application Number:  
Application Date:

A		B		C		D		E		F		G	
Item		Units		Work Completed		Materials		Total Completed		% (F/B)		Balance to Finish (B-F)	
Item	Description	Quantity	Unit Price	Scheduled Value	From Previous Application	Quan	This Period	Presently Stored (not in C or D)	Date (C+D+E)				
C302	Delete 1 2" Wet Connection	1	(2,500.00)	(\$2,500.00)	-\$2,500.00	1	\$0.00	\$0.00	-\$2,500.00	100.00%		\$0.00	
<b>Totals</b>				\$1,134,112.70	\$1,134,112.70		\$0.00	\$0.00	\$1,134,112.70			\$0.00	



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

STATE OF TEXAS  
COUNTY OF Travis

Date: 5/19/14

Owner: Land Buddies, LLC

Contractor/Material  
Provider ("Affiant"): Keystone Construction, INC.

Project: Reagan's overlook offsite 24" water line  
and Booster station

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

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

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

SUBSCRIBED AND SWORN TO BY Affiant on this 19<sup>th</sup> day of MAY, 2014.

**AFFIANT:**

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

Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_

  
GARY HAMPTON  
CEO

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



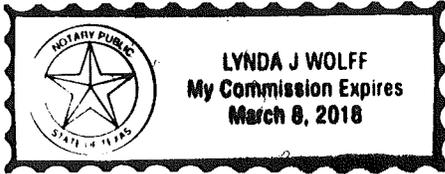
STATE OF TEXAS

COUNTY OF TARRANT

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 19<sup>th</sup> day of MAY 2014

[S E A L]



Lynda J. Wolff  
Notary in and for the State of Texas

Name: Lynda J. Wolff

My commission expires:  
3/08/2018

Initialed: [Signature]



**Executive Summary**

**June 5, 2014**

**Council Agenda Subject:** Consider Dedication and Acceptance of Reagan’s Overlook – Booster Pump Station

**Background:** As part of the subdivision infrastructure requirements for this project, the Booster Pump Station has been installed, inspected, and found to be satisfactorily completed. All documentation required for acceptance of the offsite utility improvements have been received, including record drawings, statement(s) of substantial completion prepared by a Professional Engineer licensed in the State of Texas, copies of all inspection reports and certified test results, electronic files of the improvements and final plat(s), affidavit(s) of all bills paid, and a two-year term Maintenance Bond(s). The Maintenance Bond(s) will commence the two year term upon City Council acceptance, as anticipated, on **June 5, 2014**, which will provide warranty and maintenance coverage for the utility improvements through **June 5, 2016**. The Engineering Department will perform a formal inspection of the improvements approximately 30 days prior to the expiration of the Maintenance Bond(s) to assure that any defects in materials, workmanship, or maintenance are corrected prior to expiration of the bond.

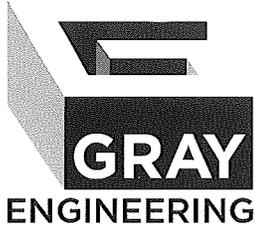
**Origination:** Wayne S. Watts, P.E., CFM, City Engineer

**Financial Consideration:** N/A

**Recommendation:** Staff recommends City Council’s formal acceptance of the Reagan’s Overlook Booster Pump Station

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

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



O 512.452.0371 : F 512.454.9933

8834 North Capital of Texas Highway, Suite 140  
Austin, Texas 78759 : [www.grayengineeringinc.com](http://www.grayengineeringinc.com)

TBPE 2946

May 5, 2014

Mr. Joe Straub  
Land Buddies, LLC  
4408 Spicewood Springs Rd.  
Austin, TX 78759

**Re: Reagan's Overlook Booster Pump Station  
Engineer's Concurrence Letter  
GEI No. 1602-10565-34**

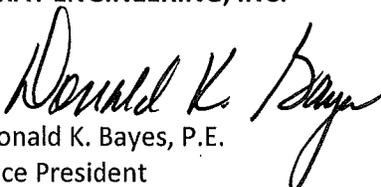
Dear Mr. Straub:

Please find the attached Engineer's Concurrence Letter for Reagan's Overlook Booster Pump Station.

If you have any questions, please do not hesitate to contact me at 512- 452-0371.

Sincerely,

**GRAY ENGINEERING, INC.**

  
Donald K. Bayes, P.E.  
Vice President

DKB:MW:ad

Attachment

cc: Mr. Jim Harris; Land Buddies, LLC (w/encl.)  
Mr. Gary Hampton; Keystone Construction (w/encl.)  
Mr. Mike Williams; Gray Engineering Inc. (w/encl.)

May 5, 2014

ENGINEER'S CONCURRENCE  
FOR  
PROJECT ACCEPTANCE

PROJECT: Reagan's Overlook  
Booster Pump Station

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

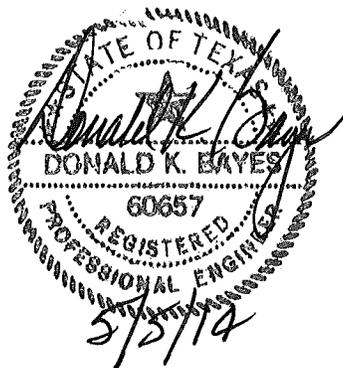
Austin, Texas 78759

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.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Seal)



Donald K. Bayes  
Donald K. Bayes, P.E.

60657  
Texas Registration Number

MAINTENANCE BOND  
Subdivision Improvements

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that KEYSTONE CONSTRUCTION, INC. as Principal, whose address is P. O. BOX 90398, AUSTIN, TEXAS 78709-0398 and 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 THIRTEEN THOUSAND FOUR HUNDRED ELEVEN AND 27/100--- Dollars (\$113,411.27) 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 OFFSITE 24" WATER LINE AND BOOSTER STATION (*insert description of subdivision improvements*) (the "improvements") pursuant to the ordinances of the Obligee, which ordinances are hereby expressly made a part hereof as though the same were written and embodied herein;

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 14<sup>th</sup> day of MAY , 2014.

KEYSTONE CONSTRUCTION, INC.

Principal

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

Title: \_\_\_\_\_

Address: P. O. BOX 90398

AUSTIN, TEXAS 78709-0398

COLONIAL AMERICAN CASUALTY  
AND SURETY COMPANY

Surety

By: Marla Hill

Title: MARLA HILL  
ATTORNEY-IN-FACT

Address: P. O. BOX 54020

LUBBOCK, TEXAS 79453

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

HOWARD COWAN

P. O. BOX 54020

LUBBOCK, TEXAS 79453

(Seal)

**Power of Attorney  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, corporations of the State of Maryland, by THEODORE G. MARTINEZ, Vice President, and GERALD F. HALEY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, 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, does hereby nominate, constitute and appoint **Howard COWAN and Marla HILL, both of Lubbock, Texas, EACH** his 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 Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Howard COWAN, Marla HILL, dated May 19, 2005.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seals of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, this 27th day of September, A.D. 2007.

ATTEST:

**FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY**



*Gerald F. Haley*

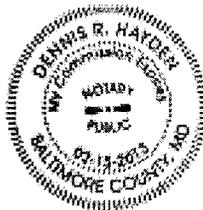
*Theodore G. Martinez*

Gerald F. Haley Assistant Secretary By: Theodore G. Martinez

State of Maryland }  
Baltimore County } ss:

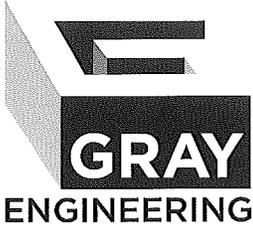
On this 27th day of September, A.D. 2007, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came THEODORE G. MARTINEZ, Vice President, and GERALD F. HALEY, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Companies aforesaid, and that the seals affixed to the preceding instrument is the Corporate Seals of said Companies, and that the said Corporate Seals and their signatures as such officers 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.



*Dennis R. Hayden*

Dennis R. Hayden Notary Public  
My Commission Expires: February 15, 2013



O 512.452.0371 : F 512.454.9933  
8834 North Capital of Texas Highway, Suite 140  
Austin, Texas 78759 : [www.grayengineeringinc.com](http://www.grayengineeringinc.com)  
TBPE 2946

May 5, 2014

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

**RE: Reagan's Overlook  
Offsite Waterline & Booster Station  
GEI No. 1602-10564-35**

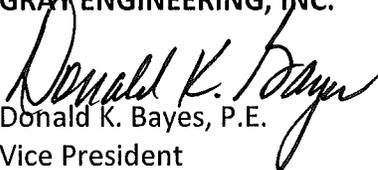
Per the record information from the construction contract, dated March 21, 2013 between Land Buddies, LLC and Keystone Construction, Inc. for the above referenced Offsite Waterline and Booster Station project, the following breakdown represents the Final Cost of the improvements as reflected in the attached Contractor Pay Request No. 6 (Final).

Booster Station	\$184,690.00
Water	\$935,320.60
Erosion & Revegetation	\$14,102.10
<b>Total</b>	<b>\$1,134,112.70</b>

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

Sincerely,

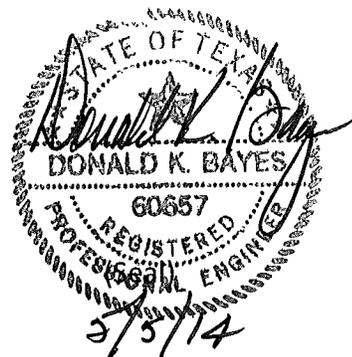
GRAY ENGINEERING, INC.

  
Donald K. Bayes, P.E.  
Vice President

DKB:ad

Attachments

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



## Contractor's Application and Certificate for Payment

To: Land Buddies, LLC 2929 W 5th Street, Suite A Fort Worth, TX 764107	From: Keystone Construction, Inc. P. O. Box 90398 Austin, TX 78709
Reagan's Overlook Offsite 24" Waterline	Application No.: Final
Application for Payment	
Application Period: 03/31/14	
Change Order Summary	Application No.: Final

Number	Date Approved	Additions	Deductions	Description	Amount
1	4/19/2013	\$183,890.00		1. ORIGINAL CONTRACT SUM	\$999,041.70
2	7/2/2013		\$65,950.00	2. Net change by Change Orders	\$135,071.00
3	3/1/2014	\$17,331.00		3. CONTRACT SUM TO DATE (Line 1 + 2)	\$1,134,112.70
TOTALS					\$1,134,112.70
NET CHANGE BY CHANGE ORDERS					\$0.00
TOTALS					\$1,134,112.70
NET CHANGE BY CHANGE ORDERS					\$133,815.62
TOTALS					\$0.00

### Contractor's Certification

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

By: *[Signature]* Date: 4-22-2014  
 Keystone Construction, Inc.

Approved For Payment:

Approved For Payment:

By: Land Buddies, LLC Date: \_\_\_\_\_  
 By: Gray Engineering Inc Date: \_\_\_\_\_

For: Reagan's Overlook Offsite 24" Waterline

Contractor's Progress Estimate

FINAL

3/31/2014

A		B		C			D		E		F		G	
Item		Units		Work Completed			Materials Presently Stored (not in C or D)		Total Completed and Stored to Date (C+D+E)		%		Balance to Finish (B-F)	
Item	Description	Quantity	Unit Price	Scheduled Value	Quant	From Previous Application	Quant	This Period	Presently Stored (not in C or D)	Total Completed and Stored to Date (C+D+E)	(F/B)	(B-F)		
1	24" PVC C-905 DR 18 Waterline	5517	104.00	\$573,768.00	5517	\$573,768.00		\$0.00		\$573,768.00	100.00%	\$0.00		
2	24" PVC C-905 DR 18 Restrained Joint Waterline	230	140.00	\$32,200.00	230	\$32,200.00		\$0.00		\$32,200.00	100.00%	\$0.00		
3	16" PVC C-905 DR 18 Restrained Joint Waterline	5	141.00	\$705.00	5	\$705.00		\$0.00		\$705.00	100.00%	\$0.00		
4	12" PVC C-900 DR 18 Restrained Joint Waterline	169	52.00	\$8,788.00	169	\$8,788.00		\$0.00		\$8,788.00	100.00%	\$0.00		
5	8" PVC C-900 Restrained Joint Waterline	71	36.00	\$2,556.00	71	\$2,556.00		\$0.00		\$2,556.00	100.00%	\$0.00		
6	2" PVC SH 40 Waterline	80	19.00	\$1,520.00	80	\$1,520.00		\$0.00		\$1,520.00	100.00%	\$0.00		
7	24" Gate Valve with Box and Cover	7	14,950.00	\$104,650.00	7	\$104,650.00		\$0.00		\$104,650.00	100.00%	\$0.00		
8	16" Gate Valve with Box and Cover	1	5,593.00	\$5,593.00	1	\$5,593.00		\$0.00		\$5,593.00	100.00%	\$0.00		
9	12" Gate Valve with Box and Cover	4	2,350.00	\$9,400.00	4	\$9,400.00		\$0.00		\$9,400.00	100.00%	\$0.00		
10	8" Gate Valve with Box and Cover	2	1,500.00	\$3,000.00	2	\$3,000.00		\$0.00		\$3,000.00	100.00%	\$0.00		
11	4" Gate Valve with Box and Cover	1	1,080.00	\$1,080.00	1	\$1,080.00		\$0.00		\$1,080.00	100.00%	\$0.00		
12	2" Gate Valve with Box and Cover	5	605.00	\$3,025.00	5	\$3,025.00		\$0.00		\$3,025.00	100.00%	\$0.00		
13	30" Waterline Wet Connection	1	11,220.00	\$11,220.00	1	\$11,220.00		\$0.00		\$11,220.00	100.00%	\$0.00		
14	4" Waterline Wet Connection	1	3,331.00	\$3,331.00	1	\$3,331.00		\$0.00		\$3,331.00	100.00%	\$0.00		
15	2" Waterline Wet Connection	6	2,500.00	\$15,000.00	6	\$15,000.00		\$0.00		\$15,000.00	100.00%	\$0.00		
16	5.25" Fire Hydrant	20	5,200.00	\$104,000.00	20	\$104,000.00		\$0.00		\$104,000.00	100.00%	\$0.00		
17	2" Automatic Air Release Valve	3	4,470.00	\$13,410.00	3	\$13,410.00		\$0.00		\$13,410.00	100.00%	\$0.00		
18	Install 1" Water Service	7	2,050.00	\$14,350.00	7	\$14,350.00		\$0.00		\$14,350.00	100.00%	\$0.00		
19	36" Bore and Steel Encasement	105	520.00	\$54,600.00	105	\$54,600.00		\$0.00		\$54,600.00	100.00%	\$0.00		
20	Trench Safety Systems	5992	0.80	\$4,793.60	5992	\$4,793.60		\$0.00		\$4,793.60	100.00%	\$0.00		
21	Silt Fence	377	3.30	\$1,244.10	377	\$1,244.10		\$0.00		\$1,244.10	100.00%	\$0.00		
22	Rock Berm	340	40.00	\$13,600.00	340	\$13,600.00		\$0.00		\$13,600.00	100.00%	\$0.00		
23	Restoration and Revegetation	6029	2.00	\$12,058.00	6029	\$12,058.00		\$0.00		\$12,058.00	100.00%	\$0.00		
24	Traffic Control Plan	1	5,150.00	\$5,150.00	1.00	\$5,150.00		\$0.00		\$5,150.00	100.00%	\$0.00		
CHANGE ORDERS														
420gpm Booster Pump Station														
1-a	Bond & Insurance	1	6,000.00	\$6,000.00	1	\$6,000.00		\$0.00		\$6,000.00	100.00%	\$0.00		
1-b	Mobilization	1	10,000.00	\$10,000.00	1	\$10,000.00		\$0.00		\$10,000.00	100.00%	\$0.00		
1-c	Piping	1	42,690.00	\$42,690.00	1	\$42,690.00		\$0.00		\$42,690.00	100.00%	\$0.00		
1-d	Valve Vault	1	20,000.00	\$20,000.00	1	\$20,000.00		\$0.00		\$20,000.00	100.00%	\$0.00		
1-e	Slab	1	10,000.00	\$10,000.00	1	\$10,000.00		\$0.00		\$10,000.00	100.00%	\$0.00		
1-f	BPS	1	90,000.00	\$90,000.00	1.00	\$90,000.00		\$0.00		\$90,000.00	100.00%	\$0.00		
1-g	Electrical	1	5,000.00	\$5,000.00	1.00	\$5,000.00		\$0.00		\$5,000.00	100.00%	\$0.00		
2-a	Delete 3 each 24" gate valves - Item 7	3	(14,950.00)	-\$44,850.00	3	-\$44,850.00		\$0.00		-\$44,850.00	100.00%	\$0.00		
2-b	Delete 10 ea. fire hydrants assembly install 6" valves w/plug	10	(2,110.00)	-\$21,100.00	10	-\$21,100.00		\$0.00		-\$21,100.00	100.00%	\$0.00		
C3D1	Delete Rock Berm - Item 22	320	(40.00)	-\$12,800.00	320	-\$12,800.00		\$0.00		-\$12,800.00	100.00%	\$0.00		
C3A1	Additional 4" - Item 14	1	3,331.00	\$3,331.00	1	\$3,331.00		\$0.00		\$3,331.00	100.00%	\$0.00		
C3A2	Additional 1" - Item 18	2	2,050.00	\$4,100.00	2	\$4,100.00		\$0.00		\$4,100.00	100.00%	\$0.00		
C3A3	Additional 36" - Item 19*	35	520.00	\$18,200.00	35	\$18,200.00		\$0.00		\$18,200.00	100.00%	\$0.00		
C3A4	36" Bore no casing	20	350.00	\$7,000.00	20	\$7,000.00		\$0.00		\$7,000.00	100.00%	\$0.00		

For: Reagan's Overlook Offsite 24" Waterline

Contractor's Progress Estimate

FINAL

3/31/2014

A		B		C		D		E		F		G	
Item		Units		Work Completed		Materials		Total Completed		%		Balance to	
Description		Quantity		From Previous Application		Presently Stored (not in C or D)		and Stored to Date (C+D+E)		(F/B)		(B-F)	
		EA		Quan		Quan		Date		%		Balance to	
Delete 1 2" Wet Connection		1		-\$2,500.00				-\$2,500.00		100.00%		\$0.00	
Totals				\$1,134,112.70				\$0.00				\$0.00	

Application Number:  
Application Date:



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

STATE OF TEXAS  
COUNTY OF Travis

Date: 5/19/14

Owner: Land Buddies, LLC

Contractor/Material Provider ("Affiant"): Keystone Construction, INC.

Project: Reagan's overlook offsite 24" water line and Booster station

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

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

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

SUBSCRIBED AND SWORN TO BY Affiant on this 19<sup>th</sup> day of MAY, 2014

**AFFIANT:**

Signature: 

Typed Name: GARY HAMPTON

Title: CEO

Initialed: 

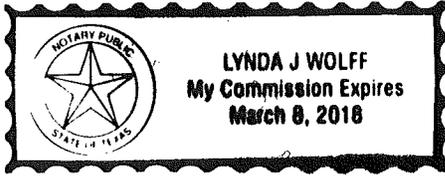
STATE OF TEXAS

COUNTY OF TRAVIS

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 19th day of MAY 2014

[S E A L]



Lynda J. Wolff  
Notary in and for the State of Texas

Name: Lynda J. Wolff

My commission expires:  
3/08/2018

Initialed: [Signature]



**Executive Summary**

**June 5, 2014**

**Council Agenda Subject:** Consider Dedication and Acceptance of Subdivision Infrastructure Improvements for: **Travisso Section 1, Phase 1D**

**Background:** The subdivision infrastructure improvements required for **Travisso Section 1, Phase 1D** 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 **June 5, 2014**, which will provide warranty and maintenance coverage for the infrastructure improvements through **June 5, 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 **Travisso Section 1, Phase 1D**.

**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

**JAY ENGINEERING COMPANY, INC.**

P.O. Box 1220 (512) 259-3882  
Leander, TX 78646 Fax 259-8016

Texas Registered Engineering Firm F-4780

VIA HAND DELIVERY

May 23, 2014

Ellen Pizalate  
Secretary of Planning and Zoning Commission  
City of Leander  
P.O. Box 319  
Leander, Texas 78641

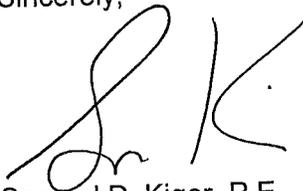
Re: Travisso Section 1, Phase 1D  
Acceptance of Improvements

Dear Ms. Pizalate:

This letter is provided for compliance with the City of Leander procedures for accepting improvements for the above-referenced subdivision. Please see the enclosed breakdown outlining the total cost of construction for city-accepted improvements at \$462,268.20. This cost has been broke-out into 2 contracts – one for elements that are MUD reimbursable - \$385,219.00 and one for non-reimbursable elements - \$77,049.20. Therefore, two maintenance bonds will be provided. We have also enclosed the following items per Ordinance requirements.

1. Engineer's Certification
2. Three (3) copies of the Maintenance Bonds in the amount of \$38,521.90 and \$7,704.92 (10% of \$385,219.00 and \$77,049.20 respectively) – **Provided under separate cover**
3. Per conversations with the City, "As-Built" plans will be provided for the entire set of construction plans upon completion of all improvements for Travisso Section 1, Phase 2.
4. Affidavit of "All Bills Paid" – **Provided under separate cover**
5. Inspection Fee Adjustment – None is required (see enclosed inspection fee summary)

Sincerely,



Samuel D. Kiger, P.E.  
SDK/s

**JAY ENGINEERING COMPANY, INC.**

P.O. Box 1220 (512) 259-3882  
Leander, TX 78646 Fax 259-8016

Texas Registered Engineering Firm F-4780

May 22, 2014

Wayne S. Watts, P.E., City Engineer  
City of Leander  
P.O. Box 319  
Leander, Texas 7864

Re: Travisso Section 1, Phase 1D  
Street, Drainage, and Water Improvements  
Certificate of Completion

Dear Mr. Watts:

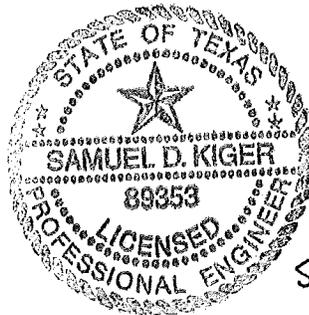
I, the licensed professional engineer of record, have made a final visual observation of the referenced project. I have also visited the site during construction, and observed the installation of street, drainage, and water improvements. Based on these observations and inspection/testing results, I hereby certify that these improvements were completed in general conformance with the approved plans and specifications.

We trust you will find this information helpful when considering the acceptance of this project. If you should have any questions or need additional information in this regard, please let us know.

Sincerely,



Samuel D. Kiger, P.E.  
SDK/s



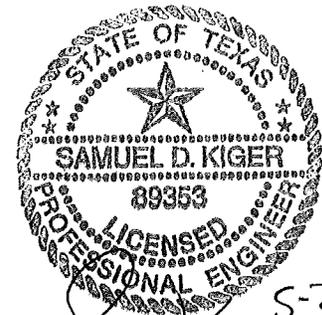
5-22-14

Project: Travisso Sec 1, Ph 1D Maintenance Bond/Inspection Fees  
 Contractor: Ross Construction, Inc.  
 Owner: Travisso, Ltd. By TMC GP, LLC, its General Partner

	Payment Item	Total Quantity	Unit	Unit Price	Contract Total
<b>Erosion Controls / Restoration / Signs (021570-10)</b>					
EC - 1	SILT FENCE	861	LF	\$ 2.00	\$1,722.00
EC - 2	TEMPORARY DIVERSION BERMS STABILIZED CONSTRUCTION ENT.	3	EA	\$ 500.00	\$1,500.00
EC - 4		1	EA	\$ 1,000.00	\$1,000.00
<b>Subtotal Erosion Controls</b>					<b>\$4,222.00</b>
<b>Clearing &amp; Rough Cut Local (021530-10)</b>					
CE - 1	CLEAR AND GRUB ROW	1	AC	\$ 2,500.00	\$3,125.00
CE - 3	ROW EXCAVATION	14,530	CY	\$ 8.00	\$116,240.00
CE - 4	ROW EMBANKMENT	13,370	CY	\$ 8.00	\$106,960.00
<b>Subtotal Clearing &amp; Rough Cut</b>					<b>\$226,325.00</b>
<b>Water Improvements (320100-10)</b>					
W - 2	8" PVC C900 DR 14 WATER LINE	447	LF	\$ 30.00	\$13,410.00
W - 3	8" GATE VALVE AND BOX	1	EA	\$ 1,000.00	\$1,000.00
W - 5	12" PVC C900 DR 14 WATER LINE	489	LF	\$ 45.00	\$22,005.00
W - 6	12" GATE VALVE AND BOX	1	EA	\$ 1,500.00	\$1,500.00
W - 13	5-1/4" HYDRANT ASSEMBLY	2	EA	\$ 3,200.00	\$6,400.00
W - 14	DOUBLE WATER SERVICE	6	EA	\$ 1,100.00	\$6,600.00
W - 15	SINGLE WATER SERVICE	1	EA	\$ 1,000.00	\$1,000.00
<b>Subtotal Water Improvements</b>					<b>\$51,915.00</b>
<b>Wastewater Impr. (320120-10)</b>					
WW - 10	8" SDR-26 WW Line (0'-10' Depth)	447	LF	\$ 28.00	\$12,516.00
WW - 11	8" SDR-26 WW Line (10'-12' Depth)	56	LF	\$ 31.00	\$1,736.00
WW - 12	8" SDR-26 WW Line (12'-14' Depth)	31	LF	\$ 34.00	\$1,054.00
WW - 13	8" SDR-26 WW Line (14'-16' Depth)	30	LF	\$ 39.00	\$1,170.00
WW - 14	8" SDR-26 WW Line (16'-18' Depth)	48	LF	\$ 44.00	\$2,112.00
WW - 15	8" SDR-26 WW Line (18'-20' Depth)	40	LF	\$ 49.00	\$1,960.00
WW - 34	STD Depth 4' WW Manhole with Coa Extra Vertical Feet Manhole (Above	6	EA	\$ 3,000.00	\$18,000.00
WW - 35	10') with Coating	10	LF	\$ 350.00	\$3,325.00
WW - 37	Double Gravity WW Service	6	EA	\$ 1,300.00	\$7,800.00
WW - 38	Single Gravity WW Service	1	EA	\$ 1,100.00	\$1,100.00
<b>Subtotal Wastewater Impr.</b>					<b>\$50,773.00</b>
<b>Reclaimed Water Improvements. ( - )</b>					
RW - 1	6" PVC, C-900 DR 14 (Irrigation Line)	534	LF	\$ 20.00	\$10,680.00
RW - 2	6" Gate Valve and Box w/ Blue Lid (Irrigation Line)	1	EA	\$ 750.00	\$750.00
RW - 3	6" PVC, C-900 DR 14 Plug - (Irrigation Line)	1	EA	\$ 200.00	\$200.00
<b>Subtotal Reclaimed Water Impr.</b>					<b>\$11,630.00</b>
<b>Drainage Impr. (320140-10)</b>					
D - 1	10' CURB INLETS	2	EA	\$ 2,700.00	\$5,400.00
D - 2	4' SS MANHOLE	2	EA	\$ 3,000.00	\$6,000.00
D - 10	18" CL III RCP	487	LF	\$ 37.00	\$18,019.00

Project: Travisso Sec 1, Ph 1D Maintenance Bond/Inspection Fees  
 Contractor: Ross Construction, Inc.  
 Owner: Travisso, Ltd. By TMC GP, LLC, its General Partner

	Payment Item	Total Quantity	Unit	Unit Price	Contract Total
D - 11	24" CL III RCP	243	LF	\$ 45.00	\$10,935.00
	<b>Subtotal Drainage Impr.</b>				<b>\$40,354.00</b>
	<b>Street Improvements</b>				
	INSTALL OWNER SUPPLIED STREET/STOP SIGN	2	EA	\$ 350.00	\$700.00
	SUBGRADE PREPARATION	3,407	SY	\$ 2.00	\$6,814.00
	8" FLEX. BASE	3,407	SY	\$ 7.60	\$25,893.20
	1-1/2" HMAC	2,780	SY	\$ 8.40	\$23,352.00
	CURB AND GUTTER	1,870	LF	\$ 9.00	\$16,830.00
	4' SIDEWALK	93	LF	\$ 20.00	\$1,860.00
	ADA RAMPS	2	EA	\$ 800.00	\$1,600.00
	<b>Subtotal Street Improvements</b>				<b>\$77,049.20</b>
	<b>Total Contract</b>				<b>\$462,268.20</b>
	<b>10% Maintenance Bond Amount</b>				<b>\$46,226.82</b>
	Inspection Fees Owed				\$16,179.39
	Inspection Fees Paid @ Submittal				\$246,182.11
	Excess Fees available for Phase 2				\$230,002.72



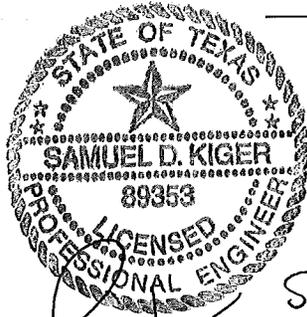
*Samuel D. Kiger*  
 5-22-14

Project: Travisso Sec 1, Ph 1D Reimbursable Elements Maintenance Bond  
 Contractor: Ross Construction, Inc.  
 Owner: Travisso, Ltd. By TMC GP, LLC, its General Partner

	Payment Item	Total Quantity	Unit	Unit Price	Contract Total
<b>Erosion Controls / Restoration / Signs (021570-10)</b>					
EC - 1	SILT FENCE	861	LF	\$ 2.00	\$1,722.00
EC - 2	TEMPORARY DIVERSION BERMS	3	EA	\$ 500.00	\$1,500.00
EC - 4	STABILIZED CONSTRUCTION ENT.	1	EA	\$ 1,000.00	\$1,000.00
<b>Subtotal Erosion Controls</b>					<b>\$4,222.00</b>
<b>Clearing &amp; Rough Cut Local (021530-10)</b>					
CE - 1	CLEAR AND GRUB ROW	1	AC	\$ 2,500.00	\$3,125.00
CE - 3	ROW EXCAVATION	14,530	CY	\$ 8.00	\$116,240.00
CE - 4	ROW EMBANKMENT	13,370	CY	\$ 8.00	\$106,960.00
<b>Subtotal Clearing &amp; Rough Cut</b>					<b>\$226,325.00</b>
<b>Water Improvements (320100-10)</b>					
W - 2	8" PVC C900 DR 14 WATER LINE	447	LF	\$ 30.00	\$13,410.00
W - 3	8" GATE VALVE AND BOX	1	EA	\$ 1,000.00	\$1,000.00
W - 5	12" PVC C900 DR 14 WATER LINE	489	LF	\$ 45.00	\$22,005.00
W - 6	12" GATE VALVE AND BOX	1	EA	\$ 1,500.00	\$1,500.00
W - 13	5-1/4" HYDRANT ASSEMBLY	2	EA	\$ 3,200.00	\$6,400.00
W - 14	DOUBLE WATER SERVICE	6	EA	\$ 1,100.00	\$6,600.00
W - 15	SINGLE WATER SERVICE	1	EA	\$ 1,000.00	\$1,000.00
<b>Subtotal Water Improvements</b>					<b>\$51,915.00</b>
<b>Wastewater Impr. (320120-10)</b>					
WW - 10	8" SDR-26 WW Line (0'-10' Depth)	447	LF	\$ 28.00	\$12,516.00
WW - 11	8" SDR-26 WW Line (10'-12' Depth)	56	LF	\$ 31.00	\$1,736.00
WW - 12	8" SDR-26 WW Line (12'-14' Depth)	31	LF	\$ 34.00	\$1,054.00
WW - 13	8" SDR-26 WW Line (14'-16' Depth)	30	LF	\$ 39.00	\$1,170.00
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WW - 15	8" SDR-26 WW Line (18'-20' Depth)	40	LF	\$ 49.00	\$1,960.00
WW - 34	STD Depth 4' WW Manhole with Coa	6	EA	\$ 3,000.00	\$18,000.00
WW - 35	Extra Vertical Feet Manhole (Above	10	LF	\$ 350.00	\$3,325.00
WW - 37	10') with Coating	6	EA	\$ 1,300.00	\$7,800.00
WW - 38	Double Gravity WW Service	1	EA	\$ 1,100.00	\$1,100.00
WW - 38	Single Gravity WW Service	1	EA	\$ 1,100.00	\$1,100.00
<b>Subtotal Wastewater Impr.</b>					<b>\$50,773.00</b>
<b>Reclaimed Water Improvements. (_____ - _____)</b>					
RW - 1	6" PVC, C-900 DR 14 (Irrigation Line)	534	LF	\$ 20.00	\$10,680.00
RW - 2	6" Gate Valve and Box w/ Blue Lid (Irrigation Line)	1	EA	\$ 750.00	\$750.00
RW - 3	6" PVC, C-900 DR 14 Plug - (Irrigation Line)	1	EA	\$ 200.00	\$200.00
<b>Subtotal Reclaimed Water Impr.</b>					<b>\$11,630.00</b>
<b>Drainage Impr. (320140-10)</b>					
D - 1	10' CURB INLETS	2	EA	\$ 2,700.00	\$5,400.00
D - 2	4' SS MANHOLE	2	EA	\$ 3,000.00	\$6,000.00
D - 10	18" CL III RCP	487	LF	\$ 37.00	\$18,019.00

Project: Travisso Sec 1, Ph 1D Reimbursable Elements Maintenance Bond  
 Contractor: Ross Construction, Inc.  
 Owner: Travisso, Ltd. By TMC GP, LLC, its General Partner

	Payment Item	Total Quantity	Unit	Unit Price	Contract Total
D - 11	24" CL III RCP	243	LF	\$ 45.00	\$10,935.00
	<b>Subtotal Drainage Impr.</b>				<b>\$40,354.00</b>
	<b>Total Contract</b>				<b>\$385,219.00</b>
	<b>10% Maintenance Bond Amount</b>				<b>\$38,521.90</b>



*Handwritten signature of Samuel D. Kiger*  
 5-22-14

Project: Travisso Sec 1, Ph 1D Non-Reimbursable Elements Maintenance Bond  
 Contractor: Ross Construction, Inc.  
 Owner: Travisso, Ltd. By TMC GP, LLC, its General Partner

	Payment Item	Total Quantity	Unit	Unit Price	Contract Total
<b>Street Improvements</b>					
	INSTALL OWNER SUPPLIED STREET/STOP SIGN	2	EA	\$ 350.00	\$700.00
	SUBGRADE PREPARATION	3,407	SY	\$ 2.00	\$6,814.00
	8" FLEX. BASE	3,407	SY	\$ 7.60	\$25,893.20
	1-1/2" HMAC	2,780	SY	\$ 8.40	\$23,352.00
	CURB AND GUTTER	1,870	LF	\$ 9.00	\$16,830.00
	4' SIDEWALK	93	LF	\$ 20.00	\$1,860.00
	ADA RAMPS	2	EA	\$ 800.00	\$1,600.00
	<b>Subtotal Street Improvements</b>				<b>\$77,049.20</b>
	<b>Total Contract</b>				<b>\$77,049.20</b>
	<b>10% Maintenance Bond Amount</b>				<b>\$7,704.92</b>

5-22-14

MAINTENANCE BOND  
Subdivision Improvements

Bond No. 712048P

THE STATE OF TEXAS           §

COUNTY OF WILLIAMSON       §

KNOW ALL BY THESE PRESENTS, that Ross Construction, Inc. as Principal, whose address is PO Box 93188, Austin, TX 78709 and Developers Surety and Indemnity Company, a Corporation organized under the laws of the State of Iowa, 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 Thirty Five Thousand Five Hundred Twenty One & 90/100's (\$35,521.90) to which payment will and truly to be made we do bind ourselves, our and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal has constructed Crystal Falls West Sec. 1 Phase 1, Lots 65-73, Block "B", Lot 1, Block "M". Lots 3-5, Block "A", Water, Wastewater & Drainage Improvements Including Trench Backfill (the "improvements") pursuant to the ordinances of the Obligee, which ordinances are hereby expressly made a part hereof as though the same were written and embodied herein;

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 22nd day of May, 2014 .

Ross Construction, Inc.  
Principal

Developers Surety and Indemnity Company  
Surety

By: 

By: 

Title: President

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

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

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

PO Box 93188  
Austin, TX 78709

105 Decker Court, Suite 670, Irving TX  
75060

mailing address: PO Box 19725, Irvine, CA. 92623

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

Time Insurance Agency, Inc.  
1405 E. Riverside Drive, Austin, TX 78741

(Seal)

**IMPORTANT NOTICE**

To obtain information or make a complaint:

You may call the Surety's toll free telephone number for information or to make a complaint at:

1-800-782-1546

You may also write to the Surety at:

P.O. Box 19725  
Irvine, CA 92623-9725

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

1-800-252-3439

You may write the Texas Department of Insurance at:

P.O. Box 149104  
Austin, TX 78714-9104  
Fax# 512-475-1771

web: <http://www.tdi.state.tx.us>

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

**PREMIUM OR CLAIM DISPUTES:** Should you have a dispute concerning your premium or about a claim you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

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

**AVISO IMPORTANCE**

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de para informacion o para someter una queja al:

1-800-782-1546

Usted tambien puede escribir a Surety at:

P.O. Box 19725  
Irvine, CA 92623-9725

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

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas

P.O. Box 149104  
Austin, TX 78714-9104  
Fax# 512-475-1771

web: <http://www.tdi.state.tx.us>

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

**DISPUTAS SOBRE PRIMAS O RECLAMOS:** Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Surety primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

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



Inscodico Insurance Services, Inc.  
Underwriting Manager for:  
Developers Surety and Indemnity Company • Indemnity Company of California  
17771 Cowan, Suite 100  
Irvine, CA 92614  
1-800-782-1546  
[www.Inscodico.com](http://www.Inscodico.com)

POWER OF ATTORNEY FOR  
DEVELOPERS SURETY AND INDEMNITY COMPANY  
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

Bond Number: 712048P

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby make, constitute and appoint:  
\*\*\*Stephen R. Smith, John W. Schuler, Tom Mulanax, Walter E. Benson Jr., Thomas X. Brewka, jointly or severally\*\*\*

as its true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporation, as surety, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporation could do, but reserving to each of said corporation full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolution adopted by the Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, any Executive Vice-President, Senior Vice-President or Vice-President of the corporation be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporation, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporation be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporation when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY has caused these presents to be signed by its officers and attested by its Secretary or Assistant Secretary this May 23, 2013.

By: *Daniel Young*  
Daniel Young, Senior Vice-President

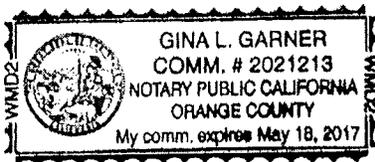
By: *Gregg N. Okura*  
Gregg N. Okura, Vice-President



State of California  
County of Orange

On May 23, 2013 before me, Gina L. Garner, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Daniel Young and Gregg N. Okura  
Name(s) of Signer(s)



Place Notary Seal Above

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 *Gina L. Garner*  
Gina L. Garner, Notary Public

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolution of the Board of Directors of said corporation set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 22<sup>nd</sup> day of May, 2014.

By: *Mark J. Lansdon*  
Mark J. Lansdon, Assistant Secretary

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

STATE OF TEXAS  
COUNTY OF TRAVIS

Date: 5-21-14

Owner: TRAVISSO. LTD

Contractor/Material  
Provider ("Affiant"): ROSS CONSTRUCTION, INC.

Project: TRAVISSO, SEC. 1 PHASE 1, LOTS 65-73, BLOCK "B", LOT 1, BLOCK "M", LOTS 3-5,  
BLOCK "A", WATER, WASTEWATER AND DRAINAGE IMPROVEMENTS

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

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

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

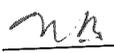
SUBSCRIBED AND SWORN TO BY Affiant on this 21ST\_\_ day of \_MAY\_, 2014\_\_.

**AFFIANT:**

Signature: 

Typed Name:           NED ROSS          

Title:                   PRESIDENT                  

Initialed: 

STATE OF TEXAS

COUNTY OF \_\_\_\_\_

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 21ST \_\_\_\_ day of MAY\_\_,  
\_2014\_\_.

[S E A L]



*Gloria Rennaker*  
Notary in and for the State of Texas

Name:

My commission expires: \_\_\_\_\_

Initialed: NR



**Executive Summary**

**June 5, 2014**

**Subject:** Consider Award of Lease Contract for Golf Carts

**Background:** Three vendors submitted bids April 25<sup>th</sup> for 80 golf carts, two utility carts and one beverage cart at the Crystal Falls Golf Club. Proposals for 36 and 48 month leases and lease-purchases options were considered. The lowest qualified bid was from Yamaha for a 48-month lease option in the amount of \$4,400 per month (\$52,800 per year for four years).

Funds are budgeted in the Golf Course Equipment Lease Account 05-31-5626 in the amount of \$54,504. If approved as recommended the City will realize a savings of \$1,704 this year. In addition to the lease savings, a fuel savings will be realized because the new Yamaha carts get an additional 7 miles per gallon. Anticipated revenue from golf carts for FY 2014 is \$302,000.

**Financial Consideration:** \$4,400 per month or \$52,800 per year for four years.

**Recommendation:** Staff respectfully recommends that the Council award a 48-month cart lease to Yamaha in the amount of \$4,400 per month, and authorize the City Manager to enter into the lease agreement.

**Attachments:** Recommendation from the City Purchasing Agent; Bid Tabulations for the lease and lease-purchase cart options.

**Prepared by:** Stephen Bosak, Parks & Recreation Director  
Grant Collyns, Golf Course Operations Manager  
Joy Simonton, City Purchasing Agent

Bid Info: City of Leander  
 Lease of Golf Carts  
 Solicitation No. #S14-014  
 Opening: 04/25/2014

RESPONDENTS

EVALUATION CRITERIA LEASE (36 and 48 Month Comparison)	Max Points	 Club Car 36-Month Lease	 Club Car 48-Month Lease	 Yamaha 36-Month Lease	 Yamaha 48-Month Lease	 EZ GO 36-Month Lease	 EZ GO 48-Month Lease
Price (Scoring calculated on monthly payment)	60	45	53	50	60	47	55
TOTAL		\$209,071	\$237,244	\$190,080	\$211,200	\$203,145	\$231,447
Monthly Payment		\$5,807.52	\$4,942.59	\$5,280.00	\$4,400.00 48-Month lease is best value to City	\$5,642.91	\$4,821.82
Reputation and Responsibility of Respondent (References)	10	10	10	10	10	10	10
Normally engaged in sale of golf carts and reference check.		Yes Reference Score 14	Yes Reference Score 14	Yes Reference Score 13.6 Existing City of Leander Cart Supplier	Yes Reference Score 13.6 Existing City of Leander Cart Supplier	Yes Reference Score 15	Yes Reference Score 15
Quality of Goods and Service Meets Specification and City Needs	30	30	30	30	30	25	25
Meets specification, City's needs and delivery time.		Meets Spec Delivery date acceptable.	Meets Spec Delivery date acceptable.	Using fuel injected option for comparison. Exceeds minimum spec. Delivery date acceptable.	Using fuel injected option for comparison. Exceeds minimum spec. Delivery date acceptable.	Does not meet full spec. Beverage cart does not feature some items required. Warranty acceptable. Delivery 45-60 days after PO	Does not meet full spec. Beverage cart does not feature some items required. Delivery 45-60 days after PO
Test drive of carts.				Test drive was positive. Quiet vehicle. No choke means cold weather start will be easier. Fuel economy superior. Excellent braking system.	Test drive was positive. Quiet vehicle. No choke means cold weather start will be easier. Fuel economy superior. Excellent braking system.		
TOTAL:	100	85	93	90	100	82	90

**AWARD**

\*RANGE CART PRICING REMOVED FOR EVALUATION

\*\* APPLICABLE WILLIAMSON COUNTY PROPERTY TAX WILL APPLY

Point Value Calculation for Price = Low price Divided by Bid Then Multiplied by Points

Bid Info: City of Leander  
 Lease of Golf Carts  
 Solicitation No. #S14-014  
 Opening: 04/25/2014

RESPONDENTS

EVALUATION CRITERIA LEASE/PURCHASE (36 and 48 Month Comparison)	Max Points	 Club Car 36-Month Lease/Purchase	 Club Car 48-Month Lease/Purchase	 Yamaha 36-Month Lease/Purchase	 Yamaha 48-Month Lease/Purchase	 EZ GO 36-Month Lease/Purchase	 EZ GO 48-Month Lease/Purchase
Price	60	NO BID		NO BID			
TOTAL		\$332,597	\$338,390			\$344,568	\$349,653
Monthly Payment		\$9,238.80	\$7,049.79			\$9,571.33	\$7,284.43
Reputation and Responsibility of Respondent (References)	10	10				10	
Normally engaged in sale of golf carts and reference check.							
Quality of Goods and Service Meets Specification and City Needs	30						
Qualified bidder and meets specification and delivery time.							
Test drive of carts.							
TOTAL:	100						

**NO AWARD ON LEASE PURCHASE OPTION  
PAYMENTS ARE COST PROHIBITIVE**

Point Value Calculation for Price = Low price Divided by Bid Then Multiplied by Points



City of Leander

## INTEROFFICE MEMO

DATE: May 16, 2014

TO: Steve Bosak; Grant Collyns

CC: Robert Powers

FROM: Joy Simonton

RE: Recommendation for Award for Solicitation #S14-014 Lease of Golf Carts

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The Purchasing Division recommends the following award for the 48-month lease of eighty (80) golf carts, one (1) beverage cart and two (2) utility carts in accordance with the Best Value Evaluation Process. Carts are for use at the Crystal Falls Golf Club.

Three (3) responses were received. Five (5) HUBS were notified of the solicitation.

**Vendor: Yamaha Golf-Car Company**

**Award: 48-month lease; \$4,400.00 per month**

JB

CC: FILE



**Executive Summary**

**June 5, 2014**

**Council Agenda Subject:** Consider Change Order To Purchase Two (2) Vehicles For Building Inspections Division From Randall Reed's Prestige Ford, Garland, Texas, Pursuant To Solicitation #S13-019.

**Background:** On December 5, 2013, City Council approved award of bid to various vendors for vehicles associated with six new positions as well as nine replacement vehicles for existing fleet as follows: Police (5); Parks & Recreation (2); Public Works (3); Engineering (1); Fire (2); Code Enforcement (1); Utility Billing (1). Competitive bids were solicited and eight bidders responded. Five vehicles were awarded to Meador Dodge; four to Griffith Ford Seguin; three to Prestige Ford; and four from BuyBoard, a local government cooperative. The total amount of the purchases was \$343,184. All vehicles have been delivered earlier this year. Due to the recent addition of two new building inspector positions, the purchase of two additional ½ ton trucks is necessary.

Randall Reed's Prestige Ford in Garland, Texas, low bidder on Item #8, ½ ton, 2-door truck, has agreed to offer the same pricing for these two additional ½ ton trucks.

**Origination:** Joy Simonton, Purchasing Agent

**Financial Consideration:** \$33,200 (\$16,600 ea.). Building Inspections (01-51-7000)

**Recommendation:** Authorize purchase of two F150 trucks from Randall Reed's Prestige Ford in Garland, Texas for \$33,200.

**Attachments:** Bid Tabulations, Evaluation Criteria & Award Recommendations from Solicitation \$S13-019 Police Pursuit and Citywide Fleet Vehicles.

**Prepare By:** Robert G. Powers, Finance Director

Bid Info: City of Leander  
 Solicitation No. Police Pursuit and Citywide Fleet Vehicles  
 #S13-019  
 Opening: 11/15/2013

EVALUATION CRITERIA	Max Points	Griffith Ford Sequin	Prestige Ford	Caldwell Country	Leif Jonson Ford	Meador Dodge
Price and Score	70	70.00	69.91	68.99	66.71	56.60
Item #8		\$16,577.75	\$16,600.00	\$16,799.00	\$17,143.00	\$19,538.00
Meets City's Needs	30	28	30	28	26	28
Respondent is qualified and product meets all required specifications. Scoring includes days to deliver and warranty evaluation.		2014 Ford F150 Regular Cab Delivery 90-120 Days	2014 Ford F150 Regular Cab Delivery 60-75 Days FASTER DELIVERY	2014 Ford F150 Regular Cab Delivery 90-120 Days	2014 Ford F150 Regular Cab Delivery 150 Days	2014 Dodge Ram 1500 Regular Delivery 120 Days
<b>TOTAL:</b>	<b>100</b>	<b>98.00</b>	<b>99.91</b>	<b>96.99</b>	<b>92.71</b>	<b>84.60</b>

**AWARD**

City of Lander Fleet Vehicle Award Schedule IFB#S13-109

ITEM #	Solicitation #S13-109	VENDOR	MAKE	MODEL	YEAR (*12, *13 or *14)	DAYS TO DELIVER	VEHICLE PRICE	
#1 PD	PPV 2WD SUV - White	NO AWARD BUYBOARD CO-OP CONTRACT PRICING WILL BE USED						\$26,260.68
#2 PD	PPV SUV - Black	NO AWARD BUYBOARD CO-OP CONTRACT PRICING WILL BE USED						\$26,838.60
#3 PD	PPV Sedan - White	Meador Dodge Chrysler Jeep Ram Ft. Worth, Texas	Dodge	Charger Pursuit	2014	120	\$22,783.00	
#4 PD	PPV Sedan - White	Meador Dodge Chrysler Jeep Ram Ft. Worth, Texas	Dodge	Charger Pursuit	2014	120	\$22,783.00	
#5 PD	1/2 Ton Pick-Up Truck with 4-Door Crew Cab - Black Special Service Vehicle (SSV) Package	Meador Dodge Chrysler Jeep Ram Ft. Worth, Texas	Dodge	Ram 1500 SSV	2014	120	\$24,163.00	
#6 PARD	3/4 Ton Pick-Up Truck with 4-Door Crew Cab - White Towing Package	Griffith Ford Sequin, LLC Sequin, Texas	Ford	F250	2014	90	\$24,435.82	
#6A PARD	3/4 Ton Pick-Up Truck with 4-Door Crew Cab - White Towing Package DEISEL ALTERNATE	NO AWARD PRICING FOR DEISEL PROHIBITIVE						
#7 PARD	15-Passenger Van - White	Griffith Ford Sequin, LLC Sequin, Texas	Ford	E350 15-Passenger	2014	90	\$24,262.50	
#8 PW	1/2 Ton Pick-Up Truck 2-Door - White	Randall Reed's Prestige Ford Garland, Texas	Ford	F150	2014	60	\$16,600.00	
#9 PW	1/2 Ton Pick-Up Truck 2-Door - White	Randall Reed's Prestige Ford Garland, Texas	Ford	F150	2014	60	\$16,600.00	
#10 PW	3/4 Ton Pick-Up Truck 4-Door, Regular Cab - White With Utility Bed	NO AWARD BUYBOARD CO-OP CONTRACT PRICING WILL BE USED						\$23,298.00
#10A PW	3/4 Ton Pick-Up Truck 4-Door, Regular Cab - White With Utility Bed DEISEL ALTERNATE	NO AWARD PRICING FOR DEISEL PROHIBITIVE						
#11 FIRE	1/2 Ton Pick-Up Truck with 4-Door Crew Cab - White	Griffith Ford Sequin, LLC Sequin, Texas	Ford	F150	2014	90	\$22,217.01	
#12 FIRE	1/2 Ton Pick-Up Truck with 4-Door Crew Cab - White Special Service Vehicle (SSV) Package, 4x4	Meador Dodge Chrysler Jeep Ram Ft. Worth, Texas	Dodge	Ram 1500 SSV	2014	120	\$24,722.00	
#13 FIRE	3/4 Ton Pick-Up Truck with 4-Door Crew Cab - Red Special Service Vehicle (SSV) Package, 4x4, Camper Shell	Randall Reed's Prestige Ford Garland, Texas	Ford	F250	2014	60	\$29,000.00	
#13A FIRE	3/4 Ton Pick-Up Truck with 4-Door Crew Cab - Red Special Service Package, 4x4, Camper Shell	NO AWARD PRICING FOR DEISEL PROHIBITIVE						
#14 ENG	1/2 Ton Pick-Up Truck, 4x4, 4-Door - White	Meador Dodge Chrysler Jeep Ram Ft. Worth, Texas	Dodge	Ram 1500 4WD	2014	120	\$22,643.00	
#15 UB	1/2 Ton Pick-Up Truck, 2-Door - White	Griffith Ford Sequin, LLC Sequin, Texas	Ford	F150	2014	90	\$16,577.75	
							<b>\$343,184.36</b>	
#16 BI	1/2 Ton Pick-Up Truck 2-Door - White	Randall Reed's Prestige Ford Garland, Texas	Ford	F150	2014	60	\$16,600.00	
#17 BI	1/2 Ton Pick-Up Truck 2-Door - White	Randall Reed's Prestige Ford Garland, Texas	Ford	F150	2014	60	\$16,600.00	

**USE THIS  
BID PRICE**

**\$376,384.36**



**Executive Summary**

**June 5, 2014**

**Council Agenda Subject:** Authorize Agreement with Pattillo, Brown, & Hill, LLP for Professional Auditing and Accounting Services.

**Background:** The City's Home Rule Charter stipulates that the City may not use the same outside auditing firm to audit the City's financial records more than three years in succession. Consequently, City staff recently issued Request for Qualifications for auditing services for the current fiscal year, FY 2013-14, with an option to renew for two successive one-year engagements. The City received six responses and from this group, Pattillo Brown & Hill, LLP (Waco, Texas) came out on top. The firm of Pattillo, Brown & Hill audited the City's financial statements in FY 2008, 2009, and 2010.

**Origination:** Robert G. Powers, Finance Director

**Financial Consideration:** Not to exceed \$38,000.

**Recommendation:** Approval

**Attachments:** Engagement Letter

**Prepared by:** Robert G. Powers, Finance Director



**PATILLO, BROWN & HILL, L.L.P.**  
CERTIFIED PUBLIC ACCOUNTANTS ■ BUSINESS CONSULTANTS

May 20, 2014

City of Leander, Texas  
200 West Willis St.  
Leander, TX 78641

To City Council and Robert Powers

We are pleased to confirm our understanding of the services we are to provide City of Leander, Texas for the year ended September 30, 2014. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of City of Leander, Texas as of and for the year ended September 30, 2014. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement City of Leander, Texas' basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to City of Leander, Texas' RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budget to actual schedules
- 3) TMRS funding progress schedule

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WACO, TX  
401 West Highway 6  
Waco, Texas 76710  
254.772.4901  
www.pbhpa.com

HOUSTON, TX  
281.671.6259

RIO GRANDE VALLEY, TX  
956.544.7778

TEMPLE, TX  
254.791.3460

ALBUQUERQUE, NM  
505.266.5904

  
Governmental Audit  
Quality Center

We have also been engaged to report on supplementary information other than RSI that accompanies City of Leander, Texas' financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditors' report on the financial statements:

- 1) Schedule of expenditures of federal awards.
- 2) Combining nonmajor governmental fund statements.

### **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The OMB Circular A-133 report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of accounting records, a determination of major program(s) in accordance with OMB Circular A-133, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to Manager and City Council of City of Leander, Texas. We cannot

provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

### **Management Responsibilities**

Management is responsible for the financial statements, schedule of expenditures of federal awards, and all accompanying information as well as all representations contained therein. Management is also responsible for identifying all federal awards received and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the requirements of OMB Circular A-133. As part of the audit, we will assist with preparation of your financial statements, schedule of expenditures of federal awards, and related notes. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Management is responsible for (a) establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (b) following laws and regulations; (c) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (d) ensuring that management is reliable and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair

presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings, if any, should be available for our review during field work.

You are responsible for preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with OMB Circular A-133. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with OMB Circular A-133; (2) you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with OMB Circular A-133; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the

prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

### **Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance

with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

### **Audit Procedures—Internal Control**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and OMB Circular A-133.

### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City of Leander, Texas' compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Circular A-133 Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of City of Leander, Texas' major programs. The purpose of these procedures will be to express an opinion on City of Leander, Texas' compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

**Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash, accounts receivable, or other confirmations and schedules we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

We will provide copies of our reports to City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Pattillo, Brown & Hill, L.L.P. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Pattillo, Brown & Hill, L.L.P. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by a cognizant or oversight agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit in August or September 2014 and to issue our reports no later than February 2015. Paula Lowe is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$38,000. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 45 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of

termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Additionally, upon the request of management we will assist the City with revisions to policies and procedures. The hourly rate for this service is \$150 for partner, \$105 for manager, and \$90 for supervisory staff.

We appreciate the opportunity to be of service to City of Leander, Texas and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,  
Pattillo, Brown & Hill, L.L.P.



Paula Lowe, CPA

PL/ad

RESPONSE:

This letter correctly sets forth the understanding of City of Leander, Texas.

Management signature: \_\_\_\_\_ Governance signature: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

American Institute of  
Certified Board Accountants

Mississippi Society of  
Certified Public Accountants

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**EUBANK BETTS**

Eubank, Betts, Hirn, Wood, PLLC

A Professional Limited Liability Company  
CERTIFIED PUBLIC ACCOUNTANTS

3820 I-55 North, Suite 100  
Jackson, MS 39211

Post Office Box 16090  
Jackson, MS 39236-6090

Phone: 601-987-4300  
Fax: 601-987-4314

[www.eubankbetts.com](http://www.eubankbetts.com)

## SYSTEM REVIEW REPORT

August 29, 2013

**To the Partners of  
Pattillo, Brown & Hill, L. L. P.  
and the National Peer Review Committee**

We have reviewed the system of quality control for the accounting and auditing practice of **Pattillo, Brown & Hill, L. L. P.** (the firm) in effect for the year ended May 31, 2013. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary).

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards*, audits of employee benefit plans, audits performed under FDICIA and examinations of service organizations [Service Organizations Control (SOC) 1 engagements].

In our opinion, the system of quality control for the accounting and auditing practice of **Pattillo, Brown & Hill, L. L. P.** in effect for the year ended May 31, 2013, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. **Pattillo, Brown & Hill, L. L. P.** has received a peer review rating of *pass*.

  
EUBANK, BETTS, HIRN, WOOD, PLLC



**Executive Summary**

**June 05, 2014**

- 
- Agenda Subject:** Consideration of a License Agreement for the installation and maintenance of parking improvements within the City right-of-way.
- Background:** 305 Willis Street, LLC has requested a license agreement to allow them to install and maintain parking improvements within the City right-of-way of Willis Street and the alley adjacent to the project.
- Origination:** Applicant: William Davies on behalf of 305 Willis Street, LLC.
- Financial Consideration:** None
- Recommendation:** Staff recommends approval of the proposed license agreement.
- Attachments:**
1. License Agreement
  2. Exhibits
- Prepared By:** Tom Yantis, AICP  
Development Services Director
- 05/28/2014

## **LICENSE AGREEMENT**

The City of Leander, Texas a municipal corporation and political subdivision of the State of Texas situated in Williamson County, Texas (“the City” or “Licensor”), and 305 Willis Street, LLC a Texas for-profit corporation, (“Licensee”) enter into this License Agreement (“Agreement”) on this day \_\_\_\_\_, 2014, upon the terms and conditions set forth below.

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

Construction, installation, and maintenance of the parking improvements for the 305 Willis Street Development (the “Project”) located in the right-of-way of Willis Street and the alley adjacent to the “Project”, Leander, Williamson County, Texas being hereinafter referred to as the “Improvements”. The locations of the rights-of-way containing the Improvements are more particularly shown in Exhibit “A” attached hereto and incorporated herein for all purposes.

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

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

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

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

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

Said uses of the licensed property by the City are permitted even though such use may substantially interfere with or destroy Licensee’s use of the licensed property, or the Improvements. In case of a

declared emergency, damage to or destruction of Licensee's property shall be at no charge, cost, claim, or liability to the City, its agents, contractors, officers, or employees.

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

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

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

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

#### **VI. CONDITIONS.**

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

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

C. Modification of Improvements. Licensee agrees that modification of the Improvements shall

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

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

**Licensee Address**

305 Willis Street, LLC.  
Attention: William Davies.  
3950 C.R. 279.  
Leander, Texas 78641.

**Licensor Address**

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

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

**VIII. TERMINATION.**

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

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

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

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

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

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

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

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

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

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

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

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

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

**LICENSOR: CITY OF LEANDER, TEXAS**

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

**LICENSEE: 305 WILLIS STREET, LLC**

By: \_\_\_\_\_  
Name: William A. Davies IV  
Title: President

**THE STATE OF TEXAS** §  
**COUNTY OF** \_\_\_\_\_ §

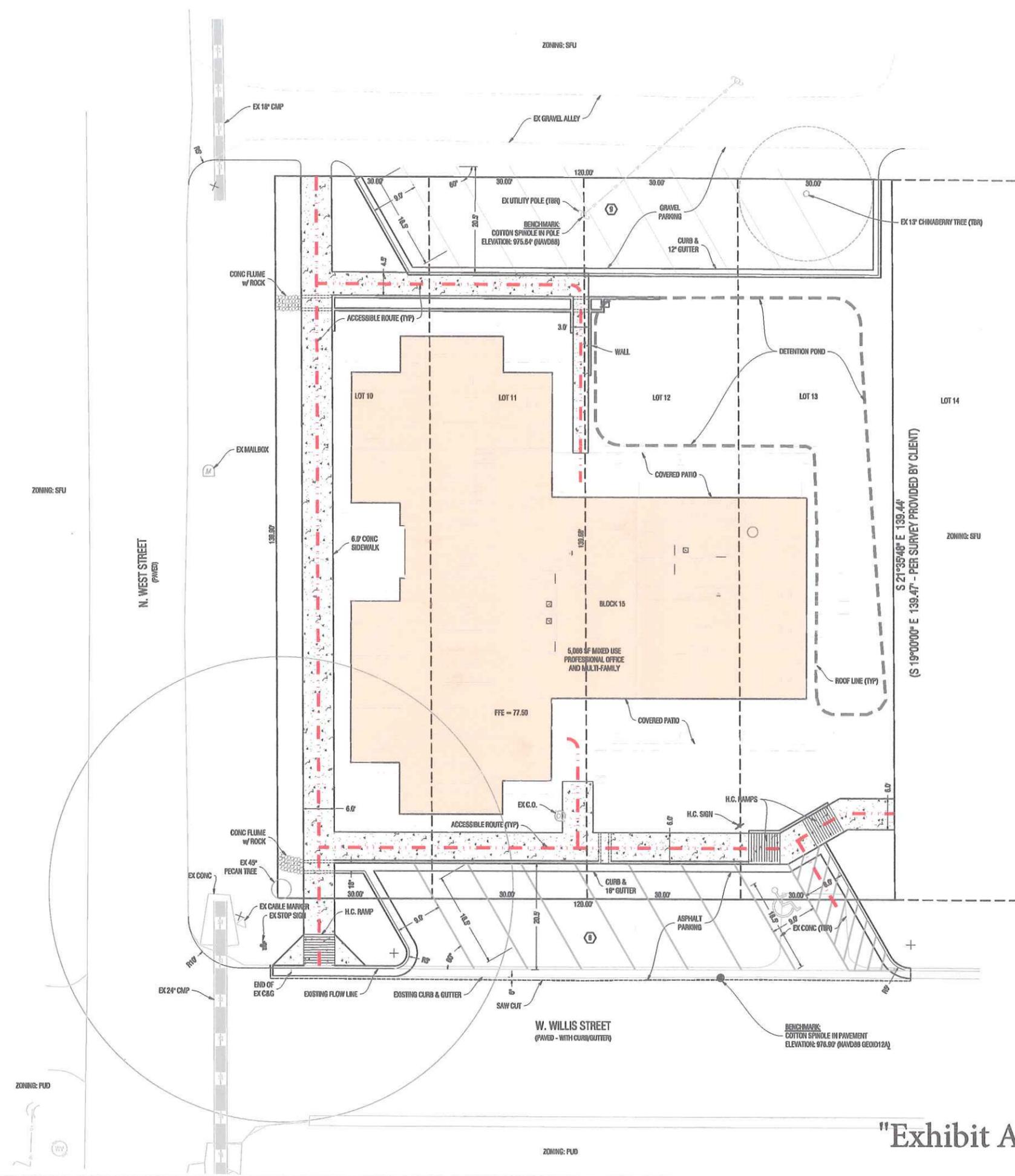
This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2014, by Kent Cagle, City Manager for the City of Leander, Texas, on behalf of the City.

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

**THE STATE OF TEXAS** §  
**COUNTY OF** \_\_\_\_\_ §

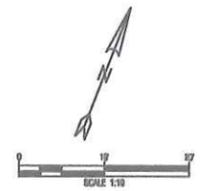
This instrument was acknowledged before me on \_\_\_\_\_ by \_\_\_\_\_, \_\_\_\_\_ of the \_\_\_\_\_, on behalf of said entity.

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



**LEGEND**

- PROPERTY BOUNDARY
- - - LOT LINES
- EXISTING CURB & GUTTER
- PROPOSED CURB & GUTTER
- PROPOSED BUILDING FOOTPRINT
- ▨ PROPOSED SIDEWALK (w/IC RAMP)
- ▨ PROPOSED ASPHALT PAVING
- ▨ PROPOSED GRAVEL PARKING
- PROPOSED RETAINING WALL
- - - PROPOSED ACCESSIBLE ROUTE
- - - PROPOSED DETENTION POND
- ♿ PROPOSED STRIPING
- EXISTING CULVERT



- NOTES:**
- ALL SITE UTILITY LINES ARE PROPOSED TO BE LOCATED UNDERGROUND.
  - AL CLAWSON DISPOSAL, INC. SHALL BE THE SOLE PROVIDER OF WASTE HAULING FOR THIS SITE DURING AND AFTER CONSTRUCTION.
  - EXTERIOR LIGHTING SHALL BE SHIELDED SUCH THAT THE LIGHT SOURCE IS NOT DIRECTLY VISIBLE FROM THE PUBLIC R.O.W. OR ADJACENT RESIDENTIAL DISTRICTS OR WEST AT THE PROPERTY LINE. UNSHIELDED "WALL PACK" LIGHTING IS NOT PROPOSED.

- ACCESSIBILITY:**
- ACCESSIBLE ROUTE IS PROVIDED ON-SITE FROM H.C. PARKING TO MAIN OFFICE.
  - SLOPES ON ACCESSIBLE ROUTES MAY NOT EXCEED 1:20 UNLESS DESIGNED AS A RAMP.
  - ACCESSIBLE ROUTES MUST HAVE A CROSS SLOPE OF NO GREATER THAN 1:50.
  - GROUND SURFACES ALONG THE ACCESSIBLE ROUTES MUST BE STABLE, FIRM, AND SLIP RESISTANT.
  - MAXIMUM GRADE IN ANY ACCESSIBLE PARKING SPACE IS 2% WITH MINIMUM 2% CROSS SLOPE.

**Parking Table:**

Required Parking Ratio:	No. of Units	Required Parking Spaces
Resubdiv: 1.5 per 1000 SF	2	3
Office: 3 per 1000 SF	5,422	16
<b>Sub-Total Parking Spaces Required =</b>		<b>19</b>
Sharing Factor for Mixed-Use (Table 14)		1.4
<b>Total Parking Spaces Required =</b>		<b>14</b>
<b>Proposed Parking:</b>		
Parking Criteria	Regular Spaces = 9.0' x 17.5'	16
	H.C. Accessible Spaces = 8.0' x 17.5'	1
<b>Total Parking Spaces Proposed =</b>		<b>17</b>

**Impervious Cover Table**

OVERALL	Proposed per Zoning	
	SF	%
Total Area (square feet) =	16,762 SF	
Total Area (acres) =	0.385 acres	
(Maximum IC per zoning =	4,191 SF)	
Buildings =	6,757	40.3%
Parking and Drives =	2,499	14.9%
Sidewalks & Other =	849	5.1%
<b>Total Impervious Cover =</b>	<b>10,105</b>	<b>60.3%</b>

**Land Use Table - Zoning: PUD - TOD Tract 4**

	Total	
	Allowable	Proposed
Building Height (Stories)	3 stories	2 stories
Max. Build. Coverage	70%	40.3%
Max. Imp. Coverage	--	60.3%
Max. Residential Density (units/ac)	12	5.20
Max. Floor Area Ratio	--	0.22:1



ISSUE/REVISION:  
 1 - 02.01.2020

305 W. WILLIS STREET  
 (LOTS 10-13, BLOCK 15)  
 TOWN OF LEADER  
 WILLIAMSON COUNTY, TEXAS

PROJECT: 19014  
 SITE PLAN

"Exhibit A" for City License Agreement

SP01



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/22/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Bluebonnet Pride Insurance Agency 13563-B Hwy 29  Liberty Hill TX 78642-2000	<b>CONTACT NAME:</b> Marissa Allen <b>PHONE (A/C No. Ext):</b> (512)515-0333 <b>FAX (A/C No):</b> (512)515-0008 <b>E-MAIL ADDRESS:</b> marissa@bluebonnetpride.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> DFD ARCHITECTS 109 S HWY 183  LEANDER TX 78641	<b>INSURER A:</b> Hartford Lloyds <b>NAIC #:</b> 38253	<b>INSURER B:</b> Hartford Underwriters Ins Co <b>NAIC #:</b> 30104
	<b>INSURER C:</b> Hartford Ins Co of the Midwest <b>NAIC #:</b> 37478	<b>INSURER D:</b>
	<b>INSURER E:</b>	<b>INSURER F:</b>

**COVERAGES**

CERTIFICATE NUMBER: CL1452204753

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY						EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X		65SBAPZ1720	12/13/2013	12/13/2014	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			65UECTW6593	12/13/2013	12/13/2014	BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
C	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	DED RETENTION \$							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS	OTHE-R
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	65WBCL02594	8/20/2013	8/20/2014	E.L. EACH ACCIDENT	\$ 100,000
							E.L. DISEASE - EA EMPLOYEE	\$ 100,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000

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

CERTIFICATE HOLDER, its officers, employees, agents, or contractors are named Additional Insured with respect to the General Liability as required by written contract.

**CERTIFICATE HOLDER**

rgriffin@leandertx.gov

City of Leander  
 PO Box 319  
 Leander, TX 78646

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Ken Davidson/JL



**Executive Summary**

**June 5, 2014**

**Agenda Subject:** Presentation of Feasibility Study and Proposed Service and Assessment Plan for the proposed Oak Creek Public Improvement District

**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. On May 1, 2014 the Council accepted the petition for the creation of the Oak Creek PID.

This item allows the developer to present the feasibility study and draft service and assessment plan for the PID. Following this item, the public hearing will be conducted regarding the creation of the PID.

**Origination:** Applicant: Sentinel/Cotter Leander, LLC

**Recommendation:** This is not an action item.

**Attachments:**

1. PID feasibility study
2. Draft PID service and assessment plan

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

5/29/14

# Oak Creek Public Improvement District

Service and Assessment Plan

5/2/14

## Section I

### PLAN DESCRIPTION AND DEFINED TERMS

#### A. Introduction

On \_\_\_\_\_, 2014 (the "**Creation Date**"), the Leander City Council approved that certain "Petition for the Creation of a Public Improvement District to Finance Improvements for Oak Creek" which Public the creation of the Oak Creek Public Improvement District (the "**PID**") to finance the Actual Costs for the benefit of certain property in the PID, all of which is located within the jurisdiction of the City of Leander, Texas (the "**City**"). Upon application of the current property owners, the property within the PID was entitled by Ordinance No. \_\_\_\_\_ (the "Development Agreement") as adopted by the City of Leander on \_\_\_\_\_.

Chapter 372 of the Texas Local Government Code, Improvement Districts in Municipalities and Counties (as amended, the "**PID Act**"), governs the creation of public improvement districts within the State of Texas. This Service and Assessment Plan ("this SAP") has been prepared pursuant to the PID Act. According to the PID Act, a Service Plan "must cover a period of five years and must also define the annual indebtedness and the projected costs for improvements. The plan shall be reviewed and updated annually for the purpose of determining the annual budget for improvements." The Service Plan is described in Section V of this SAP.

The Assessment Roll for the Improvement Area is attached hereto as **Appendix A**, and is addressed in Section VII of this SAP. The Assessments as shown on the Assessment Roll are based on the method of assessment described in Sections IV and VI of this SAP.

#### B. Definitions

Capitalized terms shall have the meanings ascribed to them as follows:

"**Actual Cost(s)**" means, with respect to a Public Improvement, the Owner's demonstrated, reasonable, allocable, and allowable costs of constructing such Public Improvements, as specified in a payment request in a form that has been reviewed and approved by the City and in an amount not to exceed the amount for each Public Improvement as set forth in this SAP (subject to cost overruns in Section 5.02). Actual Cost may include (a) the costs incurred by or on behalf of the Owner (either directly or through affiliates) for the design, planning, financing, administration/management, acquisition, installation, construction and/or implementation of such Public Improvement, (b) if the Owner has acted as general contractor with respect to such Public Improvement, or a portion thereof, a contractor's fee of \_\_\_% of the costs incurred by or on behalf of the Owner for the construction of such Public Improvement or portion thereof, (c) the costs incurred by or on behalf of the Owner in preparing the Plans for such Public Improvements, (d) the fees paid for obtaining permits, licenses or other governmental approvals for such Public Improvements, (e) a construction management fee of 4.0% of the costs incurred by or on behalf of the Owner for the construction of such Public Improvements if the Owner is serving as the Construction Manager but not the general contractor, (f) the costs incurred by or on behalf of the Owner

for external professional costs, such as engineering, geotechnical, surveying, land planning, architectural landscapers, advertising, marketing and research studies, appraisals, legal, accounting and similar professional services, taxes (property and franchise) related to the Public Improvements (g) all labor, bonds and materials, including equipment and fixtures, by contractors, builders and materialmen in connection with the acquisition, construction or implementation of the Public Improvements, (h) all related permitting, zoning and public approval expenses, architectural, engineering, and consulting fees, financing charges, taxes, governmental fees and charges, insurance premiums, and miscellaneous expenses, and all payments for Administrative Expenses after the date of a resolution authorizing such reimbursement, plus Interest, if any, calculated from the respective dates of the expenditures until the date of reimbursement therefore.

Actual Costs shall not include general contractor's fees in an amount that exceeds a percentage equal to the percentage of work completed and accepted or construction management fees in an amount that exceeds an amount equal to the construction management fee amortized in equal monthly Assessments over the term of the appropriate construction management agreement. The amounts expended on legal costs, taxes, governmental fees, insurance premiums, permits, financing costs, and appraisals shall be excluded from the base upon which the general contractor and construction management fees are calculated. Actual Costs also may be paid to the Owner only in the capacity of construction manager or only in the capacity of general contractor but not both.

**“Administrative Expenses”** means the administrative, organization, maintenance and operation costs and expenses associated with, or incident to, the administration, organization, maintenance and operation of the District, including, but not limited to, the costs of (i) legal counsel, engineers, accountants, financial advisors, investment bankers or other consultants and advisors, (ii) creating and organizing the District and preparing the assessment roll, (iii) computing, levying, collecting and transmitting the Special Assessments or the Assessments thereof, (iv) maintaining the record of Assessments, payments and reallocations and/or cancellations of the Special Assessments, (v) issuing, paying and redeeming the PID Bonds, (vi) investing or depositing the Special Assessments, (vii) complying with the PID Act with respect to the PID Bonds, (viii) paying the paying agent/registrar's and trustee's fees and expenses (including the fees and expenses of its legal counsel), and (ix) administering the construction of the Public Improvements, in accordance with the terms of this Agreement.

**“Annual Assessment”** means, with respect to each Assessed Property, each annual payment of: (i) the Special Assessment, as shown on the Assessment Roll attached hereto as **Appendix A**, or in an Annual Service Plan Update, and calculated as provided in Section VI of this SAP, (ii) Administrative Expenses, (iii) the prepayment reserve described in Section IV of this SAP, and (iv) the delinquency reserve described in Section IV of this SAP.

**“Annual Service Plan Update”** has the meaning set forth in Section V of this SAP.

**“Assessed Property”** means any and all Parcels within the PID other than Non-Benefited Property.

**“Assessment Ordinance”** means each ordinance adopted by the City Council approving this SAP (or such amendments to this SAP) and levying the Special Assessments, as required by Article II of the PID Finance Agreement.

**“Assessment Roll”** means the document included in this SAP as **Appendix A**, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of PID Bonds or in connection with any Annual Service Plan Update.

**“Delinquent Collection Costs”** mean interest, penalties and expenses incurred or imposed with respect to any delinquent Assessment of an Assessment in accordance with the PID Act and the costs related to pursuing collection of a delinquent Assessment and foreclosing the lien against the Assessed Property, including attorney’s fees.

**“Development Agreement”** means

**“City”** means the City of Leander, Texas.

**“City Council”** means the duly elected governing body and council of the City.

**“Lot”** means a tract of land described as a “lot” in a subdivision plat recorded in the Official Public Records of Williamson County, Texas.

**“Lot Type”** means a classification of final building lots with similar characteristics (e.g. commercial, light industrial, multifamily residential, single family residential, etc.), as determined by the Administrator and confirmed by the City Council. In the case of single family residential Lots, the Lot Type shall be further defined by classifying the residential lots by the estimated final Lot value for each lot as of the date of the recorded subdivision plat, considering factors such as density, lot size, proximity to amenities, view premiums, location, and any other factors that may impact Lot value, as determined by the Administrator and confirmed by the City Council.

**“Non-Benefited Property”** means Parcels within the boundaries of the PID that accrue no special benefit from the Public Improvements, including Owner Association Property, Public Property and easements that create an exclusive use for a public utility provider. Property identified as Non-Benefited Property at the time the Special Assessments (i) are imposed or (ii) are reallocated pursuant to a subdivision of a Parcel is not assessed. Assessed Property converted to Non-Benefited Property, if the Special Assessments may not be reallocated pursuant to Section VI.E, remains subject to the Special Assessments and requires the Special Assessments to be prepaid as provided for in Section VI.E.

**“Oak Creek” or “Project”** means the approximately 145 acres of land located in the corporate limits of the city of Leander, Texas. The project is contained within the area depicted on Table II-A.

**“Owner(s)”** means Sentinel/Cotter Leander, LLC or its assignees or affiliates

**“Owner Association Property”** means property within the boundaries of the PID that is owned by or irrevocably offered for dedication to, whether in fee simple or through an

exclusive use easement, an Owner's Association established for the benefit of a group of homeowners or property owners within the PID.

**"Parcel"** means a property identified by either a tax map identification number assigned by the Williamson Central Appraisal District for real property tax purpose, by metes and bounds description, by lot and block number in a final subdivision plat recorded in the Official Public Records of Williamson County, or by any other means determined by the City.

**"PID"** means the Oak Creek Public Improvement District created by the City pursuant to Resolution No. \_\_\_\_\_.

**"PID Bonds"** means those certain City of Leander, Texas Special Assessment Revenue Bonds, Series 2014 (Oak Creek Public Improvement District Project) that are secured by Assessments levied on the Assessed Property.

**"PID Finance Agreement"** means the Oak Creek Public Improvement District Financing Agreement by and between the City and Owner dated \_\_\_\_\_, 2014.

**"Prepayment Costs"** mean interest and expenses to the date of prepayment, plus any additional amounts due pursuant to the Indenture related to the PID Bonds and allowed by law, if any, reasonably expected to be incurred by or imposed upon the City as a result of any prepayment of an Assessment and the Bonds secured by such Assessment.

**"Public Improvements"** mean those Public Improvements described in Section 372.003 of the PID Act designed, constructed, and installed in accordance with this SAP, and any future amendments.

**"Public Property"** means property, real property, right of way and easements located within the boundaries of the PID that is owned by or irrevocably offered for dedication to the federal government, the State of Texas, Williamson County, the City, a school district, a public utility provider or any other political subdivision or public agency, whether in fee simple, through an exclusive use easement, or through a public utility easement.

**"Service and Assessment Plan"** means this Oak Creek Public Improvement District Service and Assessment Plan (as such plan is amended from time to time), to be initially adopted by the City Council in the first Assessment Ordinance for the purpose of assessing allocated costs against property located within the boundaries of the PID.

**"Special Assessment"** means the assessment levied against a Parcel imposed pursuant to the Assessment Ordinance and the provisions herein, as shown on the Assessment Roll, subject to reallocation upon the subdivision of such Parcel created by such subdivision or reduction according to the provisions hereof and the PID Act.

**Section II**

**PROPERTY INCLUDED IN THE PID**

**A. Property Included in the PID**

The area constituting the PID is depicted and described by metes and bounds on Exhibit A to Resolution No. \_\_\_\_\_ as adopted by the City Council. The PID is located entirely within the City's corporate limits. The PID contains approximately 145 acres planned for the development of approximately 446 single family detached residential lots, 106 townhomes and 48 condominiums (not included within the PID), and associated rights-of-way, landscaping, and infrastructure necessary to provide roadways, drainage, and utilities to the PID. A map of the property within the PID is shown in Table II-A. Legal descriptions for all Parcels within the PID are included in **Appendix D**.

TABLE II-A PID Boundary Map

## Section III

### DESCRIPTION OF THE PUBLIC IMPROVEMENTS

#### **A. Authorized Improvement Overview**

Section 372.003 of the PID Act defines the Authorized Improvements that may be undertaken by the City through the establishment of the PID. Authorized Improvements that may be undertaken pursuant to the PID Act include the following:

- (i) landscaping;
- (ii) erection of fountains, distinctive lighting, and signs;
- (iii) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of way;
- (iv) construction or improvement of pedestrian mall;
- (v) acquisition and Assessment of pieces of art;
- (vi) acquisition, construction or improvement of libraries;
- (vii) acquisition, construction or improvement of off-street parking facilities;
- (viii) acquisition, construction or improvement of rerouting of mass transportation facilities;
- (ix) acquisition, construction or improvement of water, wastewater, or drainage facilities or improvements;
- (x) the establishment or improvement of parks;
- (xi) projects similar to those listed in Subdivisions (i)-(x)
- (xii) acquisition, by purchase or otherwise, of real property in connection with an Public improvement;
- (xiii) special supplemental services for improvement and promotion of the district, including services relating to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development recreation and cultural enhancement;
- (xiv) payment of expenses incurred in the establishment, administration and operation of the district; and
- (xv) development, rehabilitation, or expansion of affordable housing.

After analyzing the public improvement projects authorized by the PID Act, the City has determined that the Public Improvements described in Section III.B and Section III.C of this SAP should be undertaken by the City.

#### **B. Descriptions and Estimated Costs of the Public Improvements**

The PID Bonds will fund all or a portion of the costs of the Public Improvements. The estimated costs of the Public Improvements are shown in Table III-A. The costs, as shown in Table III-A, are estimates and may be revised in Annual Service Plan Updates.

- **Primary Entry Feature – San Gabriel Parkway** - The primary entry feature is located on the southwest corner of San Gabriel Parkway and West Broade Street. The design features a stone tower and entry monument sign face. An enhanced paving pattern is incorporated into the roadway, emphasizing the entry gateway. Native landscape material will be planted around the entry feature elements providing additional color and texture, while stands of mature trees behind the sign, towers and wall provides depth and visual interest. The primary entry will be constructed to City standards and specifications; dedicated to the city, and will be maintained by the Oak Creek HOA.
- **Secondary Entry Feature** - The community's secondary entry feature is located on the east side of West Broade Street at the southern edge of the community. The secondary entry will be similar in design to the Primary Entry, but smaller in scale. The secondary entry feature will be surrounded by native, drought tolerant plants and trees that provide visual interest and color. A dry stream bed will curve in front of the entry feature and continue on the west side of West Broade Street, contributing to a cohesive entry experience. The secondary entry will be constructed to City standards and specifications; dedicated to the city, and will be maintained by the Oak Creek HOA.
- **Neighborhood Entry Features** - Neighborhood entry features reflect the design aesthetic and materials established by the primary and secondary entry features. Signs displaying the neighborhood name will be located at the entry to neighborhoods and sited to be easily viewed from the roadway. Neighborhood entries will be constructed to City standards and specifications; dedicated to the city, and will be maintained by the Oak Creek HOA.
- **Walls at Collectors** - Masonry walls will be constructed along both sides of West Broade Street and along San Gabriel Parkway to provide an attractive appearance of the community edges. The wall materials will complement the stone material utilized in the community entry features. Masonry columns will be incorporated into the walls at regular intervals along the roadway frontage. Walls will be constructed to City standards and specifications; dedicated to the city, and will be maintained by the Oak Creek HOA.
- **Collector Road Landscape** - Native and drought tolerant landscape, including turf, ornamental grasses and xeriscaped planting beds, will be installed along West Broade Street, San Gabriel Parkway and the eastern section of South Brook Drive. The roadway landscape plan is intended to create a unique sense of place and enhance the natural beauty of the community. Collector road landscaping will be constructed to City standards and specifications; dedicated to the city, and will be maintained by the Oak Creek HOA.
- **Native Area Re-vegetation** - For designated parcels within the community, plans are in place to repair damage caused during construction. Areas disturbed by site grading will be reseeded with native grass mix and wildflowers. Native area re-vegetation will be constructed to City standards and specifications; dedicated to the city, and will be maintained by the Oak Creek HOA.

- Pond Treatments** - The area surrounding the water quality retention/detention ponds will be enhanced to create attractive community amenities. The land will be fine graded and an enhanced seed mix will be placed onto the slopes to re-establish native grasses and wildflowers. Trees native to Central Texas will be planted around the ponds and irrigated. Pond treatments will be constructed to City standards and specifications; dedicated to the city, and will be maintained by the Oak Creek HOA.
- Pond Aeration** - An aeration fountain will be installed in the water quality retention pond to circulate the water and prevent stagnation. The fountain will also create an aesthetic amenity for the pond. The pond aeration system will be constructed to City standards and specifications; dedicated to the city, and will be maintained by the Oak Creek HOA.
- Mail Service** - Mail kiosks throughout the community will be enhanced to feature a shade covering and/or masonry base and column. Approximately 10 kiosks will be located throughout the community, near street lights, to allow convenient drive up access for residents. Mail kiosks will be constructed to Federal and city standards and specifications and will be owned by the USPS; dedicated to the city, and will be maintained by the Oak Creek HOA.
- Trailheads** - Community trails comprised of 6' and 8' wide concrete walkways will be constructed to wind along West Broade Street and through the greenbelt to ultimately connect with the Benbrook Park Trail to the west. Trailheads will be located within the neighborhoods to connect the internal local sidewalks to the hike and bike trail. The trailheads will consist of site furnishings that might include; benches, trash cans, enhanced landscaping and dog station. Trailheads will be constructed to City standards and specifications; dedicated to the city, and will be maintained by the Oak Creek HOA.

Table III-A Estimated Costs							
Description	Hard Costs	Project Management (4%)	Soft Costs (10%)	Contingency (15%)	Less:		Total
					Allocation to Condominium	Parcel	
West Broade Street Sewer	\$ 149,288	\$ 5,972	\$ 14,929	\$ 22,393	\$ 16,997	\$	\$ 175,584
South Brook Drive Sewer	235,586	9,423	23,559	35,338	26,822	\$	\$ 277,084
West Broade Street Drainage	812,970	32,519	81,297	121,946	92,558	\$	\$ 956,174
South Brook Drive Drainage	526,644	21,066	52,664	78,997	59,959	\$	\$ 619,412
Primary Entry Feature - San Gabriel	140,965	5,639	14,097	21,145	16,049	\$	\$ 165,796
Secondary Entry Feature	20,000	800	2,000	3,000	2,277	\$	\$ 23,523
Neighborhood Entry Features	24,000	960	2,400	3,600	2,732	\$	\$ 28,228
Walls at Collectors	732,065	29,283	73,207	109,810	83,347	\$	\$ 861,017
Collector Road Landscape	496,952	19,878	49,695	74,543	56,579	\$	\$ 584,489
Native Area Revegetation	58,876	2,355	5,888	8,831	6,703	\$	\$ 69,247
Lake Treatments	100,000	4,000	10,000	15,000	11,385	\$	\$ 117,615
Pond Aeration	5,000	200	500	750	569	\$	\$ 5,881
Mail Service	105,000	4,200	10,500	15,750	11,954	\$	\$ 123,496
Trailheads	13,500	540	1,350	2,025	1,537	\$	\$ 15,878
<b>Total Authorized Improvements</b>	<b>\$ 3,420,846</b>	<b>\$ 136,834</b>	<b>\$ 342,085</b>	<b>\$ 513,127</b>	<b>\$ 389,468</b>	<b>\$</b>	<b>\$ 4,023,422</b>

**Note:** Cost estimates provided by Pape-Dawson Engineering, SEC Planning & Owner. The figures shown in Table III-A are estimates, and may be revised in Annual Service Plan Updates. Some soft costs shown in Table III-A have been completed and will be reimbursed upon issuance of the PID Bonds pursuant to the PID Finance Agreement.

## **Section IV ASSESSMENT PLAN**

### **A. Introduction**

The PID Act requires the City Council to apportion the Cost of the Public Improvements on the basis of special benefits conferred upon the Parcel because of the Public Improvements. The PID Act provides that the Actual Costs may be assessed: (i) equally per front foot or square foot; (ii) according to the value of the property as determined by the governing body, with or without regard to improvements on the property; or (iii) in any other manner that results in imposing equal shares of the cost on property similarly benefited.

Table IV-A provides the estimated allocation of costs of the Public Improvements between the Assessed Property, and Non-PID Property. This section of this SAP describes the special benefit received by each Parcel within the PID as a result of the Public Improvements, provides the basis and justification for the determination that this special benefit exceeds the amount of the Assessments, and establishes the methodologies by which the City Council allocates and reallocates the special benefit of the Public Improvements to Parcels or Lots in a manner that results in equal share of the Actual Cost being apportioned to Parcels or Lots similarly benefited. The determination by the City Council of the assessment methodologies set forth below is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on the Owner and all future owners of any Assessed Property.

### **B. Special Benefit**

Assessed Property must receive a direct and special benefit from the Public Improvements, and this benefit must be equal to or greater than the amount of the Special Assessments. The Public Improvements are provided specifically for the benefit of the Assessed Property. The Public Improvements (more particularly described in line-item format on Table III-A to this SAP) and the costs of issuance of the PID Bonds and payment of costs incurred in the establishment of the PID as shown in Table IV-A are Public by the PID Act.

At the time that this SAP was approved by the City Council, the owner owned 100% of the Assessed Property. Owner has acknowledged that the Public Improvements confer a special benefit on the Assessed Property and has consented to the imposition of the Assessments to pay for the Actual Costs associated therewith. The Owner is acting in its interest in consenting to this apportionment and levying of the Assessments because the special benefit conferred upon the Assessed Property by the Public Improvements exceeds the amount of the Assessments.

The Owner has ratified, confirmed, accepted, agreed to and approved: (i) the determinations and finding by the City Council as to the special benefits described in this SAP and the Assessment Ordinance; (ii) the SAP and the Assessment Ordinance, and (iii) the levying of Special Assessments on the Assessed Property. Use of the Assessed Property as described in this SAP and as Public by the Development Agreement requires that Public Improvements be acquired, constructed, installed, and/or improved. Funding the Actual Costs through the PID has been determined by the City Council to be the most beneficial means of doing so. As a result, the Special Assessments result in a special benefit to the Assessed Property, and

this special benefit exceeds the amount of the Special Assessment. This conclusion is based on and supported by the evidence, information, and testimony provided to the City Council.

**C. Allocation of Actual Costs of Public Improvements**

The Public Improvements will provide a special benefit to the Parcels within the PID only. Accordingly, the Actual Costs of the Public Improvements are allocated entirely to Parcels within the PID, as shown in table IV-A. The costs shown in Table IV-A are estimates and may be revised in Annual Service Plan Updates, but may not result in increased Special Assessments without consent by each owner of Assessed Property subject to the imposition of the increased Special Assessments.

<b>Table IV-A</b>						
<b>Allocation of Public Improvement Costs between PID and Non-PID Property</b>						
<b>Public Improvement</b>	<b>Total Cost (a)</b>	<b>PID Assessed Property</b>		<b>Non PID Assessed Property</b>		
		<b>% Allocation</b>	<b>Share of Costs</b>	<b>% Allocation</b>	<b>Share of Costs</b>	
<i>Hard/Soft Costs</i>						
West Broade Street Sewer	\$ 175,584	100%	\$ 175,584	0%	\$ -	
South Brook Drive Sewer	277,084	100%	277,084	0%	-	
West Broade Street Drainage	956,174	100%	956,174	0%	-	
South Brook Drive Drainage	619,412	100%	619,412	0%	-	
Primary Entry Feature - San Gabriel Parkway	165,796	100%	165,796	0%	-	
Secondary Entry Feature	23,523	100%	23,523	0%	-	
Neighborhood Entry Features	28,228	100%	28,228	0%	-	
Walls at Collectors	861,017	100%	861,017	0%	-	
Collector Road Landscape	584,489	100%	584,489	0%	-	
Native Area Revegetation	69,247	100%	69,247	0%	-	
Lake Treatments	117,615	100%	117,615	0%	-	
Pond Aeration	5,881	100%	5,881	0%	-	
Mail Service	123,496	100%	123,496	0%	-	
Trailheads	15,878	100%	15,878	0%	-	
<b>Total Hard/Soft Costs</b>	<b>\$ 4,023,422</b>		<b>\$ 4,023,422</b>		<b>\$ -</b>	
<i>PID Formation/Bond Issuance Costs</i>						
Debt Service Reserve Fund (b)	\$ 450,000	100%	\$ 450,000	0%	\$ -	
Capitalized Interest (b)	289,117	100%	289,117	0%	-	
Underwriter Discount (b)	90,000	100%	90,000	0%	-	
Cost to Establish PID & Issue Bonds (b)	300,000	100%	300,000	0%	-	
<b>Total PID Formation/Bond Issuance Costs</b>	<b>\$ 1,129,117</b>		<b>\$ 1,129,117</b>		<b>\$ -</b>	
<b>Total Public Improvements</b>	<b>\$ 5,152,540</b>		<b>\$ 5,152,540</b>		<b>\$ -</b>	
<b>(a) See Table III-A for details. Any Public Improvement that is allocated 100% to the Assessed Property would be required to be built on a stand-alone basis.</b>						
<b>(b) See Table V-A for details.</b>						

#### D. Assessment Methodology

The Actual Costs may be assessed by the City Council against the Assessed Property so long as the special benefit conferred upon the Assessed Property by the Public Improvements equals or exceeds the amount of the Special Assessments. The Actual Costs may be assessed using any methodology that results in the imposition of equal shares of the Actual Costs on Assessed Property similarly benefited.

For purpose of this SAP, the City Council has determined that the Actual Costs of the portion of the Public Improvements to be financed with the PID Bonds shall be allocated to the Assessed Property by spreading the entire Special Assessment across all Lots within the PID based on the ratio of the estimated buildout value of each Lot to the total buildout value for all Parcels. Table IV-B summarizes the allocation of the Special Assessments relating to PID Bonds for the Assessed Property.

Based on the cost estimates provided by the Owner for the Public Improvements, the City Council has determined that the benefit to the Assessed Property from the Public Improvements is at least equal to the Special Assessments levied on the Assessed Property as subdivided into individual Lots.

The Special Assessments and Annual Assessments for each Parcel or Lot located is shown on the Assessment Roll, attached as Appendix A, and no Special Assessment shall be changed except as authorized by this SAP or the PID Act. Table IV-B summarizes the initial allocation of the Special Assessment relating to the PID Bonds for the Assessed Property at the time the Assessment Ordinance was adopted by the City Council.

<b>Table IV-B Assessment Allocation</b>						
<b>Lot Type</b>	<b># of Lots</b>	<b>Estimated Buildout AV</b>	<b>Total Assessment</b>	<b>Annual Total Payment</b>	<b>Assessment per Lot</b>	<b>Annual Payment per Lot</b>
40	147	\$ 30,135,000	\$ 905,549	\$ 67,749	\$ 6,160	\$ 461
50	194	61,756,667	1,855,772	138,840	9,566	716
60	105	38,250,000	1,149,403	85,993	10,947	819
Townhome	106	19,610,000	589,276	44,087	\$ 5,559	\$ 416
Total	552	\$ 149,751,667	\$ 4,500,000	\$ 336,667		

(a) Estimates based on information available as of xx/xx/2014, the date the original SAP was adopted by the City Council. Although the actual unit counts and buildout values may vary from the estimates shown above, the initial assessment allocation for each Lot Type will not change unless modified in a Service Plan Update approved by the City Council, subject to the terms of this SAP, the PID Act, and any other documents associated with PID Bonds.

#### E. Assessments and Annual Assessments

The Special Assessments for the PID Bonds will be levied on each Parcel according to the Assessment Roll, attached hereto as Appendix A. The Annual Assessments for the PID Bonds will be collected on the dates and in the amounts shown on the Assessment Roll, subject to any revisions made during an Annual Service Plan Update.

## **F. Administrative Expenses**

The cost of administering the PID and collecting the Annual Assessments shall be paid for on a pro rata basis by each Parcel based on the amount of outstanding Assessment remaining on the Parcel. The Administrative Expenses shall be collected as part of and in the same manner as Annual Assessments in the amounts shown on the Assessment Roll shown on Appendix A, which will be revised based on actual costs incurred in Annual Service Plan Updates.

## **G. Additional Interest Rate**

Pursuant to the PID Act, the interest rate for Special Assessments may exceed the actual interest rate per annum paid on the PID Bonds by no more than one half of one percent (0.50%). Forty percent (40.0%) of the fund generated by the Excess Interest Rate (0.20%) is dedicated to fund the Prepayment Reserve. The remaining sixty percent (60.0%) balance of the funds generated by the Additional Interest Rate (0.30%) is dedicated to the Delinquency Reserve.

## **H. Prepayment Reserve**

As stated, a portion of the funds generated by the Additional Interest Rate will be allocated to fund the associated interest charged between the date of prepayment of a Special Assessment and the date on which PID Bonds are actually prepaid (“The Prepayment Reserve”). The Prepayment Reserve shall be funded up to 10% of the next Bond Year’s debt service for the PID Bonds, but in no event will the annual collections be more than 0.20% higher than the actual interest rate paid on the PID Bonds. If the PID Act is subsequently amended to allow a prepayment of a Special Assessment to include all applicable interest from the date of prepayment through and including the date of the regularly scheduled PID Bond payments to be charged upon the prepayment of the Assessment, the 0.20% allocated to fund the associated interest charged between the date of prepayment of and the date on which PID Bonds are actually prepaid may be eliminated. If in a given year the Prepayment Reserve is fully funded at 10% of the next year’s debt service, the City can allocate the Prepayment Reserve Component of the Additional Interest Rate collected during that year to any other use that benefits the Assessed Property, as determined by the City Council.

## **I. Delinquency Reserve**

As stated, a portion of the funds generated by the Additional Interest Rate will be allocated to offset any possible delinquent payments. This additional reserve (the “Delinquency Reserve”) shall be funded up to 10% of the next Bond Year’s debt service for the PID Bonds, but in no event will the annual collection of the Delinquency Reserve be more than 0.30% higher than the actual interest rate paid on the PID Bonds. If in a given year the Delinquency Reserve is fully funded at 10% of the next year’s debt service, the City can allocate the Delinquency Reserve component of the Additional Interest Rate collected during that year to any other use that benefits the Assessed Property, as determined by the City Council.

## Section V

### SERVICE PLAN

The PID Act requires the Service Plan to cover a period of at least five years. The Service Plan is required to define the annual projected costs and indebtedness for the Public Improvements undertaken within the PID during the five year period. It is anticipated that it will take approximately \_\_ months for the Public Improvements to be constructed.

The estimated Actual Costs for the Public Improvements plus costs related to the issuance of the PID Bonds, and payment of expenses incurred in the establishment, administration and operation of the PID is \$5,152,540 as shown in Table IV-A. The Service Plan shall be reviewed and updated at least annually at the first regularly scheduled City Council meeting in \_\_ of each year for the purpose of determining the annual budget for Administrative Expenses, updating the estimated Public Improvement costs, and updating the Assessment Roll. Any update to this SAP is herein referred as an “Annual Service Plan Update.”

Table V-A summarizes the sources and uses of funds required to construct the Public Improvements, establish the PID, and issue the PID Bonds. The sources and uses of funds shown in Table V-A shall be updated each year in the Annual Service Plan Update to reflect any budget revisions and Actual Costs.

**Table V-A  
Sources and Uses of Funds**

<b>Sources of Funds</b>	
Gross Bond Amount	\$ 4,500,000
Owner Contribution (a)	652,540
	<u><b>\$ 5,152,540</b></u>

<b>Uses of Funds</b>	
Public Improvements (b)	\$ 4,023,422
	<u><b>\$ 4,023,422</b></u>

Other Fund Deposits:	
Debt Service Reserve Fund (c)	\$ 450,000
Capitalized Interest (d)	289,117
	<u><b>\$ 739,117</b></u>

Cost of Issuance:	
Financial Advisor	\$ 50,000
Bond Counsel	60,000
Disclosure Counsel	50,000
SAP Consultant	60,000
Trustee	5,000
Developer's Counsel	60,000
Appraisal	15,000
	<u><b>\$ 300,000</b></u>

Underwriter's Discount (e):	\$ 90,000
	<u><b>\$ 5,152,540</b></u>

- (a) Owner will fund all costs not covered by the PID Bonds.**
- (b) See Table III-A and Table IV-A for details. Excludes Bond Issuance Costs, which are identified separately.**
- (c) The PID Bonds will include a debt service reserve fund equal to the lesser of maximum annual debt service, 125% of average annual debt service, or 10% of the bond amount.**
- (d) The PID Bonds will include 12 months of capitalized interest.**
- (e) The PID Bonds will have a 2% underwriter's discount.**

The annual projected costs and annual projected indebtedness are shown on Tables V-B and V-C. The annual projected costs and indebtedness is subject to revision and each shall be updated in the Annual Service Plan Update to reflect any changes in the costs or indebtedness expected for each year.

TABLE V-B ANNUAL PROJECTED DEBT SERVICE								
Year Ending September 30	Principal Payments	Interest Expense	Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Total Debt Service & Administrative Expenses	Capitalized Interest	Annual PID Installments
2015	\$ -	\$ 289,117	\$ 25,000	\$ 9,000	\$ 13,500	\$ 336,617	\$ 289,117	\$ 47,500
2016	\$ -	\$ 289,117	\$ 25,500	\$ 9,000	\$ 13,500	\$ 337,117	\$ -	\$ 337,117
2017	\$ -	\$ 289,117	\$ 26,010	\$ 9,000	\$ 13,500	\$ 337,627	\$ -	\$ 337,627
2018	\$ 5,000	\$ 289,117	\$ 26,530	\$ 2,892	\$ 13,500	\$ 337,039	\$ -	\$ 337,039
2019	\$ 10,000	\$ 288,916	\$ 27,061	\$ 455	\$ 13,485	\$ 339,917	\$ -	\$ 339,917
2020	\$ 15,000	\$ 288,468	\$ 27,602	\$ 931	\$ 10,708	\$ 342,708	\$ -	\$ 342,708
<b>Total</b>	\$ 30,000	\$ 1,733,853	\$ 157,703	\$ 31,277	\$ 78,193	\$ 2,031,026	\$ 289,117	\$ 1,741,909

Note: The Annual Projected Debt Service are the expenditures associated with the formation of the PID, the costs of issuance and repayment of the PID Bonds and the administration of the PID. The debt service

TABLE V-C ANNUAL PROJECTED COSTS			
Year Ending September 30	Projected Construction Costs	Net PID Bond Proceeds	Net Owner Contribution
2015	\$ 8,868,339	\$ 3,370,883	\$ 5,497,457
2016	\$ 8,868,339	\$ -	\$ 8,868,339
2017	\$ -	\$ -	\$ -
2018	\$ -	\$ -	\$ -
2019	\$ -	\$ -	\$ -
2020	\$ -	\$ -	\$ -
<b>Total</b>	\$ 17,736,678	\$ 3,370,883	\$ 14,365,796

Note: The Projected Costs are the annual expenditures associated with the construction of the Public Improvements and the costs that are not qualified for funding by the PID.

## Section VI

### TERMS OF THE ASSESSMENTS

**A. Amount of Special Assessments and Annual Assessments for Parcels Located Within the PID**

The Special Assessments and Annual Assessments for each Assessed Property is shown on the Assessment Roll, attached as Appendix A, and no Special Assessment shall be changed except as authorized by this SAP and the PID Act. The Annual Assessments shall be collected in an amount sufficient to pay principal and interest on the PID Bonds, to fund the prepayment reserve and delinquency reserve described in Section IV, and to cover Administrative Expenses of the PID.

**B. Reallocation of Assessments for Parcels Located Within the PID**

**1. Upon Division Prior to Recording of Subdivision Plat**

Upon the division of any Assessed Property (without the recording of subdivision plat), the Administrator shall reallocate the Special Assessment for the Assessed Property prior to the division among the newly divided Assessed Properties according to the following formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

A = the Special Assessment for the new divided Assessed Property

B = the Special Assessment for the Assessed Property prior to division

C = the estimated buildout value of the new divided Assessed Property

D = the sum of the estimated buildout value for all of the new divided Assessed Properties

Prior to the division of any Assessed Property (without the recording of subdivision plat), the Owner shall provide the City an estimated buildout value for each newly created Parcel, as of the date of the division of the Parcel, considering factors such as land use, density, location, market conditions, historical sales, discussions with homebuilders/developers, and any other factors that may impact buildout value and any other information available to the Owner. The calculation of the estimated average buildout value for a Parcel shall be performed by the Administrator and confirmed by the City Council based on the information described above. The calculation as confirmed by the City Council shall be conclusive.

The sum of the Special Assessments for all newly divided Assessed Properties shall equal the Special Assessment for the Assessed Property prior to subdivision. The calculation shall be made separately for each newly divided Assessed Property. The reallocation of a Special Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Special Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in an update to this SAP approved by the City Council.

A hypothetical example of how Special Assessments are reallocated upon division prior to the recording of a subdivision Plat is attached as **Appendix C.**

## **2. Upon Subdivision by a Recorded Subdivision Plat**

Upon the subdivision of any Assessed Property based on a recorded Subdivision Plat, the Administrator shall reallocate the Special Assessment for the Assessed Property prior to the subdivision among the new subdivided Lots according to the following formula:

$$A = [B \times (C \div D)]/E$$

Where the terms have the following meanings:

A = the Special Assessment for the new subdivided Lot

B = the Special Assessment for the Parcel prior to subdivision

C = the sum of the estimated average buildout value of all new subdivided Lots with same Lot Type

D = the sum of the estimated average buildout value for all of the new subdivided Lots excluding Non-Benefitted Property

E= the number of Lots with same Lot Type

Prior to the recording of a subdivision plat, the Owner shall provide the City an estimated buildout as of the date of the recorded subdivision plat for each Lot created by the recorded subdivision plat considering factors such as density, lot size, proximity to amenities, view premiums, location, market conditions, historical sales, discussions with homebuilders, and any other factors that may impact a Lot's buildout value and any other information available to the Owner. The calculation of the estimated average Lot buildout value for a Lot shall be performed by the Administrator and confirmed by the City Council based on information provided by the Owner, homebuilders, third party consultants, and/or the Official Public Records of Williamson County, Texas regarding the Lot.

The sum of the Special Assessments for all newly subdivided Lots shall not exceed the Special Assessment for the portion of the Assessed Property subdivided prior to subdivision. The calculation shall be made separately for each newly subdivided Assessed Property. The reallocation of a Special Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Special Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in an update to this SAP approved by the City Council.

A hypothetical example of how Special Assessments are reallocated upon subdivision by a subdivision plat is attached as **Appendix C**.

### **3. Upon Consolidation**

Upon the consolidation of two or more Assessed Properties, the Special Assessment for the consolidated Assessed Property shall be the sum of the Special Assessments for the Assessed Properties prior to consolidation. The reallocation of a Special Assessment for an Assessed Properties that is a homestead under Texas law may not exceed the Special Assessment prior to the reallocation. Any reallocation pursuant to this section shall be calculated by the Administrator and reflected in an update to this SAP approved by the City Council.

### **C. Mandatory Prepayment of Special Assessments**

If Assessed Property or portion thereof is transferred to a party that is exempt from the payment of the Special Assessment under applicable law, or if an owner causes a Parcel or portion thereof to become Non-Benefited Property, the owner of such Parcel or portion thereof shall pay to the Administrator the full amount of the Special Assessment, plus all Prepayment Costs, for such Parcel or portion thereof prior to any such transfer or act; provided, however that such mandatory prepayment of the Special Assessment shall not be required for portions of a Parcel that are dedicated for use as internal roads, parks and other similar, Public Improvements prior to the recording of the plat for a Parcel that has been subdivided, in which case the Special Assessment that was allocated to that certain Parcel in which the public improvement is located will be reallocated to similarly benefitted Parcels, as more fully described in Section VI.C; provided, however, that reallocation of a Special Assessment for a Parcel that is a homestead under Texas Law may not exceed the Special Assessment prior to reallocation.

### **D. Reduction of Special Assessments**

1. If after all Public Improvements to be funded with a series of PID Bonds have been completed, including any additional Public Improvements described in Section VI.I, and Actual Costs for such Public Improvements are less than the Actual Costs used to calculate the Special Assessments securing such series of PID Bonds, resulting in excess Bond proceeds being available to redeem PID Bonds of such series, then the Special Assessment securing such series of PID Bonds for each Assessed Property shall be reduced by the City Council pro rata such that the sum of the resulting reduced Special Assessments for all Assessed Properties equals the actual reduced Actual Costs and such excess Bond proceeds shall applied to redeem PID Bonds of such series. The Special

Assessments shall not be reduced to an amount less than the related outstanding series of PID Bonds.

2. If the Public Improvements to be funded with a series of PID Bonds, including any additional Public Improvements described in Section VI.I, are not undertaken by the City, resulting in excess Bond proceeds being available to redeem PID Bonds of such series, the Special Assessment securing such series of PID Bonds for each Assessed Property shall be reduced by the City Council to reflect only the Actual Costs that were expended and such excess Bond proceeds shall be applied to redeem PID Bonds of such series. The City Council shall reduce such Special Assessments for each Assessed Property pro rata such that the sum of the resulting reduced Special Assessments equals the Actual Costs with respect to such Public Improvements that were undertaken. The Special Assessments shall not be reduced to an amount less than the related outstanding series of PID Bonds.

**E. Payment of Special Assessments**

**1. Payment in Full**

- (a) The Special Assessment for any Parcel may be paid in full at any time in accordance with applicable laws. Payment shall include all Prepayment Costs. If prepayment in full will result in redemption of PID Bonds, the payment amount shall receive credit from any proceeds from the reserve fund applied to the redemption under the Indenture, net of any other costs applicable to the redemption of PID Bonds.
- (b) If an Annual Assessment has been billed prior to payment in full of a Special Assessment, the Annual Assessment shall be due and payable and shall be credited against the payment-in-full amount.
- (c) Upon payment in full of a Special Assessment and all Prepayment Costs, the City shall deposit the payment in accordance with the related Indenture; whereupon, the Special Assessment shall be reduced to zero, and the owner's obligation to pay the Special Assessment and Annual Assessments thereof shall automatically terminate. The City shall provide the owner of the affected Assessed Property a recordable "Notice of PID Special Assessment Termination."
- (d) At the option of the Parcel owner, the Special Assessment on any Parcel may be paid in part in an amount equal to the amount of prepaid Special Assessments plus Prepayment Costs with respect thereto. Upon the payment of such amount for a Parcel, the Special Assessment for the Parcel shall be reduced, the Special Assessment Roll shall be updated to reflect such partial payment, and the obligation to pay the Annual Assessment for such Parcel shall be reduced to the extent the partial payment is made.

## **2. Payment in Annual Assessments**

The Act provides that a Special Assessment for a Parcel may be paid in full at any time. If not paid in full, the Act authorizes the City to collect interest and collection costs on the outstanding Special Assessment. A Special Assessment for a Parcel that is not paid in full will be collected in Annual Assessments each year in the amounts shown in the Assessment Roll, which includes interest on the outstanding Special Assessment and Administrative Expenses.

The Annual Assessments as listed on the Assessment Roll have been calculated assuming a weighted average interest rate on the PID Bonds of 6.5%. The Annual Assessments may not exceed the amounts shown on the Assessment Roll except as pursuant to any amendment or update to this SAP.

The Annual Assessments shall be reduced to equal the actual costs of repaying the related series of PID Bonds and actual Administrative Expenses (as provided for in the definition of such term), taking into consideration any other available funds for these costs, such as interest income on account balances.

The City reserves and shall have the right and option to refund the PID Bonds in accordance with Section 372.027 of the PID Act. In the event of such refunding, the Administrator shall recalculate the Annual Assessments, and if necessary, may adjust, or decrease, the amount of the Annual Assessment so that total Annual Assessments of Assessments will be produced in annual amounts that are required to pay the refunding PID Bonds when due and payable as required by and established in the ordinance and/or the indenture authorizing and securing the refunding PID Bonds, and such refunding PID Bonds shall constitute "PID Bonds" for purposes of this SAP.

### **F. Collection of Annual Assessments**

The Administrator shall, no less frequently than annually, prepare and submit to the City Council for its approval, an Annual Service Plan Update to allow for the billing and collection of Annual Assessments. Each Annual Service Plan Update shall include an updated Improvement Area Assessment Roll and a calculation of the Annual Assessment for each Assessed Property. Administrative Expenses shall be allocated among Assessed Properties in proportion to the amount of the Annual Assessments for the Assessed Property. Each Annual Assessment shall be reduced by any credits applied under the Indenture, such as capitalized interest, interest earnings on any account balances, and any other funds available to the Trustee for such purpose, and existing deposits for a prepayment reserve. Annual Assessments may be collected by the City (or such entity to whom the City directs) in the same manner and at the same time as ad valorem taxes. Annual Assessments shall be subject to the penalties, procedures, and foreclosure sale in case of delinquencies as set forth in the PID Act. The City Council may provide for other means of collecting the Annual Assessments to the extent permitted under the PID Act. The Assessments shall have lien priority as specified in the PID Act.

Any sale of Assessed Property for nonpayment of the delinquent Annual Assessments shall be subject to the lien established for the remaining unpaid Annual Assessments against such Assessed Property and such Assessed Property may again be sold at a judicial foreclosure sale if the purchaser thereof fails to make timely payment of the non-delinquent Annual Assessments against such Assessed Property as they become due and payable.

Each Annual Assessment, including the interest on the unpaid amount of an Assessment, shall be assessed on September 1 and shall be due on October 1 of that year. Each Annual Assessment together with interest thereon shall be delinquent if not paid prior to February 1 of the following year.

**G. Surplus Funds Remaining in the Improvement Area Bond Account**

If proceeds from PID Bonds still remain after all of the Public Improvements are constructed and accepted by the City, the proceeds may be utilized to finance other Public Improvements that specially benefit all the Assessed Property.

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## Section VII

### THE ASSESMENT ROLL

#### A. Improvement Area Assessment Roll

Each Parcel has been evaluated by the City Council (based on the (applicable zoning), developable area, proposed Owner Association Property and Public Property, Public Improvements, best and highest use of land, and other development factors deemed relevant by the City Council) to determine the amount of Assessed Property within the Parcel.

The Assessed Property will be assessed for the special benefits conferred upon the property because of the Public Improvements. Table IV-A summarizes the \$17,515,834 in special benefit received by the Assessed Property from the Public Improvements, the costs of the PID formation, and Bond issuance costs. The amount of PID Bonds is \$4,500,000, which is less than the benefit received by the Assessed Property, and as such, the total assessment for all Assessed Property is \$4,500,000 plus annual Administrative Expenses. The Special Assessment for each Assessed Property is calculated based on the allocation methodologies described in Section IV.E of this SAP. The Assessment Roll is attached hereto as Appendix A.

#### B. Annual Assessment Roll Updates

The Administrator shall prepare, and shall submit to the City Council for approval, annual updates to the Assessment Roll in conjunction with the Annual Service Plan Update to reflect the following matters, together with any other changes helpful to the Administrator or the City and permitted by the Act: (i) the identification of each Parcel (ii) the Special Assessment for each Assessed Property, including any adjustments authorized by this SAP or in the PID Act; (iii) the Annual Assessment for the Assessed Property for the year (if the Special Assessment is payable in Annual Assessments); and (iv) payments of the Special Assessment, if any, as provided by Section VI.G of this SAP.

Should additional PID Bonds beyond those anticipated for the Project be issued in addition to the initial PID Bonds, the Assessment Roll shall be updated, which update may be done in the next Annual Service Plan Update, to reflect any changes resulting from the issuance of the PID Bonds. This update shall reflect the actual interest on the PID Bonds on which the Annual Assessments shall be paid, any reduction in the Special Assessments, and any revisions in the Actual Costs to be funded by the PID Bonds and Owner funds.

## Section VIII

### MISCELLANEOUS PROVISIONS

#### **A Administrative Review**

The City may elect to designate a third party to serve as Administrator. The City shall notify Owner in writing at least thirty (30) days in advance before appointing a third party Administrator.

To the extent consistent with the PID Act, an owner of an Assessed Property claiming that a calculation error has been made in the Assessment Roll, including the calculation of the Annual Assessment, must send a written notice describing the error to the City no later than thirty (30) days after the date any amount which is alleged to be incorrect is due prior to seeking any other remedy. If an owner fails to give such notice, such owner shall be deemed to have accepted the calculation of the Assessment Roll (including the Annual Assessments) and to have waived any objection to the calculation. The Administrator shall promptly review the notice, and if necessary, meet with the Assessed Property owner, consider written and oral evidence regarding the alleged error and decide whether, in fact, such a calculation error occurred.

If the Administrator determines that a calculation error has been made and the Assessment Roll should be modified or changed in favor of the Assessed Parcel owner, such change or modification shall be presented to the City Council for approval, to the extent permitted by the PID Act. A cash refund may not be made for any amount previously paid by the Assessed Parcel owner (except for the final year during which the Annual Assessment shall be collected), but an adjustment may be made in the amount of the Annual Assessment to be paid in the following year. The decision of the Administrator regarding a calculation error relating to the Assessment Roll may be appealed to the City Council for determination. Any amendments made to the Assessment Roll pursuant to calculation errors shall be made pursuant to the PID Act.

#### **B Termination of Special Assessments**

Each Special Assessment shall terminate on the date the Special Assessment is paid in full, including payment of any unpaid Annual Assessments and Delinquent Collection Costs, if any. After the termination of a Special Assessment, and the collection of any delinquent Annual Assessments and Delinquent Collection Costs, the City shall provide the owner of the affected Parcel a recordable "Notice of the PID Special Assessment Termination."

#### **C Amendments**

Amendments to this SAP can be made as permitted or required by the PID Act and under Texas law.

**D     Administration and Interpretation of Provisions**

The City Council shall administer (or cause the administration of) the PID, this SAP, and all Annual Service Plan Updates consistent with the PID Act, and shall make all interpretations and determinations related to the application of this SAP unless stated otherwise herein or in the Indenture, such determinations shall be conclusive.

**E     Severability**

If any provision, section, subsection, sentence, clause or phrase of this SAP, or the application of same to an Assessed Parcel or any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this SAP or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council in adopting this SAP that no part thereof, or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity of any other part hereof, and all provisions of this SAP are declared to be severable for that purpose.

If any provision of this SAP is determined by a court to be unenforceable, the unenforceable provision shall be deleted from this SAP and the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the City.

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# Appendix A

## Assessment Roll

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Appendix A  
Assessment by Parcel

PRELIMINARY AND SUBJECT TO CHANGE.

Legal descriptions of each Parcel are included in Appendix D.  
Special Assessment for Administrative Expenses is shown in Annual Assessment schedules for each Parcel.

Appendix A  
Annual Assessments – ALL PARCELS

PRELIMINARY AND SUBJECT TO CHANGE.

- (a) The 1/31/XX dates represent Special Assessment due dates for the PID Bonds which are intended to cover the \_\_\_ 1 and \_\_\_ 1 payments.
- (b) Net of Capitalized Interest.
- (c) Does not include reserve fund earnings or any other funds which could reduce net debt service.
- (d) Preliminary Estimate. The administrative charges will be revised in Annual Service Plan Updates based on actual costs.

Appendix A  
Annual Assessments – PARCEL 1

**PRELIMINARY AND SUBJECT TO CHANGE.**

- (a) The 1/31/XX dates represent the Special Assessment due dates for the PID Bonds which are intended to cover the \_\_\_ 1 and \_\_\_ 1 payments.
- (b) Net of Capitalized Interest.
- (c) Does not include reserve fund earnings or any other funds which could reduce net debt service.
- (d) Preliminary Estimate. The administrative charges will be revised in Annual Service Plan Updates based on actual costs.

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# Appendix B

## Reallocation of Special Assessments Assuming Subdivision of Parcel Prior to Recording of Subdivision Plat

(HYPOTHETICAL - FOR ILLUSTRATIVE PURPOSES ONLY)

### Reallocation of Assessments Assuming Subdivision of Parcel Prior to Recording of Subdivision Plat (HYPOTHETICAL - FOR ILLUSTRATIVE PURPOSES ONLY)

The table below summarizes a hypothetical scenario in which \$2,000,000 in assessments levied against Parcel A, which consists of 40 acres, are reallocated when Parcel A is subdivided into 3 smaller Parcels (but prior to recording of a subdivision plat). The scenario assumes 2 parcels totaling 36 acres are classified as Assessable Property, while 1 Parcel consisting of 4 acres is classified as Non-Benefitted property.

Prior to Subdivision					
Parcel	Acreage	Total Assessment			
Parcel A	20	\$ 2,000,000			
After Subdivision					
Parcel	Assessable or Non- Benefitted Property?	A = B x (C ÷ D) Assessment for the New Subdivided Parcel	B Assessment for the Parcel Prior to Subdivision	C Estimated Buildout Value of the Newly Subdivided Parcel Excluding Non- Benefitted Property	D Sum of Buildout Values for All New Subdivided Parcels Excluding Non- Benefitted Property
Parcel A-1	Assessable Property	\$1,179,487	\$2,000,000	\$ 23,000,000	\$ 39,000,000
Parcel A-2	Assessable Property	\$820,513	\$2,000,000	\$ 16,000,000	\$ 39,000,000
Parcel A-3*	Non-Benefitted Property	\$0	\$2,000,000	\$ -	\$ 39,000,000
		\$2,000,000		\$ 39,000,000	

\* Parcel A-3 consists of 4 acres of Non-Benefitted Property, therefore the value of Parcel A-6 excluding Non Benefitted Property is \$0.

# Appendix C

## Reallocation of Special Assessments Assuming Subdivision by a Recorded Subdivision Plat

(HYPOTHETICAL - FOR ILLUSTRATIVE PURPOSES ONLY)

Reallocation of Assessments for Parcels Improvement Area #1

Assuming Subdivision by a Recorded Subdivision Plat

(HYPOTHETICAL - FOR ILLUSTRATIVE PURPOSES ONLY)

The table below summarizes a hypothetical scenario in which \$175,000 in assessments levied against Parcel A, which consists of 5 acres, are reallocated when Parcel A is subdivided by a Recorded Subdivision Plat into 12 residential Lots. The scenario assumes the Lots will be classified into 2 Lot Types, with the assessment per Lot Type ranging from \$12,129 for Lot Type 1 to \$16,337 for Lot Type II.

Prior to Subdivision							
Parcel	Acres	Total Assessment					
Parcel A	5	\$ 175,000					
After Subdivision							
Lot Types	Estimated Lot Price Range for Lot Type						
I	Less than \$60,000						
II	Greater than \$60,001						
Parcel	Estimated Lot Price	Lot Type	Assessment For New Subdivided Lot	Assessment for the Parcel Prior to Subdivision	C	D	E
					Sum of Estimated Lot Prices for All Lots in Lot Type	Sum of Estimated Lot Price For all Lots	Number of Lots with Same Lot Type
Lot A-1	\$ 55,000	I	\$ 12,129	\$175,000	\$262,500	\$ 757,500	5
Lot A-2	\$ 52,000	I	\$ 12,129	\$175,000	\$262,500	\$ 757,500	5
Lot A-3	\$ 52,500	I	\$ 12,129	\$175,000	\$262,500	\$ 757,500	5
Lot A-4	\$ 50,000	I	\$ 12,129	\$175,000	\$262,500	\$ 757,500	5
Lot A-5	\$ 53,000	I	\$ 12,129	\$175,000	\$262,500	\$ 757,500	5
	\$ 262,500		\$ 60,644				
Lot A-6	\$ 70,000	II	\$ 16,337	\$175,000	\$495,000	\$ 757,500	7
Lot A-7	\$ 75,000	II	\$ 16,337	\$175,000	\$495,000	\$ 757,500	7
Lot A-8	\$ 67,500	II	\$ 16,337	\$175,000	\$495,000	\$ 757,500	7
Lot A-9	\$ 68,000	II	\$ 16,337	\$175,000	\$495,000	\$ 757,500	7
Lot A-10	\$ 70,000	II	\$ 16,337	\$175,000	\$495,000	\$ 757,500	7
Lot A-11	\$ 73,000	II	\$ 16,337	\$175,000	\$495,000	\$ 757,500	7
Lot A-12	\$ 71,500	II	\$ 16,337	\$175,000	\$495,000	\$ 757,500	7
	\$ 495,000		\$ 114,356				
Total	\$ 757,500		\$ 175,000				

# Appendix D

Legal Descriptions for Parcels within PID

DRAFT

May 20, 2014

Mr. Kent Cagle  
City Manager  
City of Leander  
P.O. Box 319  
Leander, TX 78646-0319

**RE: Oak Creek Residential Development – Public Improvement District Feasibility Study**

Dear Mr. Cagle:

Attached you will find the Public Improvement District (“PID”) Feasibility Study (“Feasibility Study”) prepared by Development Planning & Financing Group, Inc. (“DPFG”) in connection with the planned development of the Oak Creek residential development (“the Project”) in the City of Leander, Texas (“the City”). The Feasibility Study was prepared pursuant to Section 372.007 of the State of Texas Local Government Code and at the request of the City.

The Feasibility Study presented herein was prepared based on the proposed size and scope of the development plan, the planned individual land uses and the expected construction costs for the Project as provided to DPF. The Feasibility Study was further prepared utilizing the extensive experience that DPF has as the nation’s leading consulting firm in the use and application of land secured financings such as the proposed PID.

Beyond the firm’s national expertise with land secured financings, it has served as the consultant for more than \$76.4 million of completed PID bond issues for projects located within the Austin metropolitan area and is currently serving as the consultant for a minimum of an estimated additional \$60.0 million in PID bond issues anticipated to be completed between now and the end of 2014. These completed and proposed Bond issues are summarized in the Feasibility Study.

Assuming the proposed PID Bond offering is structured in a similar manner to previously completed PID bond offerings for which DPF served as consultant and assuming that the PID Bond issue is sized with a 3:1 value to lien ratio, it is expected that the proposed Oak Creek PID Bond Offering will be successfully underwritten.

The Feasibility Study outlines both an overview of the PID, the benefits which can be expected to accrue to the City, as well as the specific terms and conditions under which the Oak Creek PID is expected to be undertaken.



Included in the Feasibility Study are the following tables:

- Exhibit A – Public Improvement District Feasibility Analyses - Assumptions
- Exhibit B – Estimated Value to Lien Ratios – Prior Texas PID Bond Offerings
- Exhibit C – Projected Value to Lien Analysis for Oak Creek
- Exhibit D – Estimated Assessed Values at Build Out
- Exhibit E – Competitive Communities Tax Rates
- Exhibit F – Public Improvement District Qualified Costs
- Exhibit G – Project Development Budget
- Exhibit H – Projected Bond Sizing/Debt Service Analyses
- Exhibit I – Projected Assessment by Land Use and Home Type

DPFG ([www.dpfg.com](http://www.dpfg.com)) is a national real estate consulting firm with 12 offices in nine states (California, Arizona, Colorado, Nevada, Idaho, Texas, Florida, North Carolina and South Carolina). Since its inception in 1991, it has focused on providing real estate and financial consulting services principally to residential and commercial real estate developers as well as lenders, public agencies and other institutional investors. A key emphasis is identifying the lowest cost and the lowest risk manner of financing and funding public improvements and infrastructure such as roadways, utilities, etc. as well as the vertical improvements of a project.

To accomplish this, DPFG typically provides, among others, the following services:

- Preparation of financial analyses and projections;
- Preparation of market and financial feasibility studies including compliance analyses with debt covenants;
- Identification of available and applicable public/private financing alternatives;
- Preparation of fiscal and economic impact studies;
- Tracking of reimbursable development costs; and,
- Structuring reimbursement agreements.

Since the inception of the firm, DPFG has completed consulting assignments involving:

- The formation, structuring, feasibility analysis and issuance of more than \$15.0 billion of bonds for more than 2,200 special taxing districts;
- The preparation of more than 250 Fiscal Impact Analysis Reviews and Reports;
- The preparation of more than 100 Development Impact Fee Reviews and Reports; and,
- The completion of more than 700 Project Cash Flows, Valuation and Feasibility Analyses.

If you have any questions regarding the attached Feasibility Study, please do not hesitate to contact me at 512.732.0296.

Sincerely,



J. Richard Rosenberg  
Managing Principal

# **OAK CREEK**

## **City of Leander, Texas**

### **Public Improvement District Feasibility Study**

**May 20, 2014**



## **1. Introduction**

This Public Improvement District Feasibility Study (“the Feasibility Study”) has been prepared in connection with the request by Sentinel/Cotter Leander, LLC (“the Developer”) to the City of Leander (“the City”) to create a Public Improvement District (“PID”) and approve the issuance of Special Assessment Revenue Bonds by the City and the PID to assist in funding the construction of a portion of the qualified public improvements associated with the planned Oak Creek residential development (“the Project”) in the City.

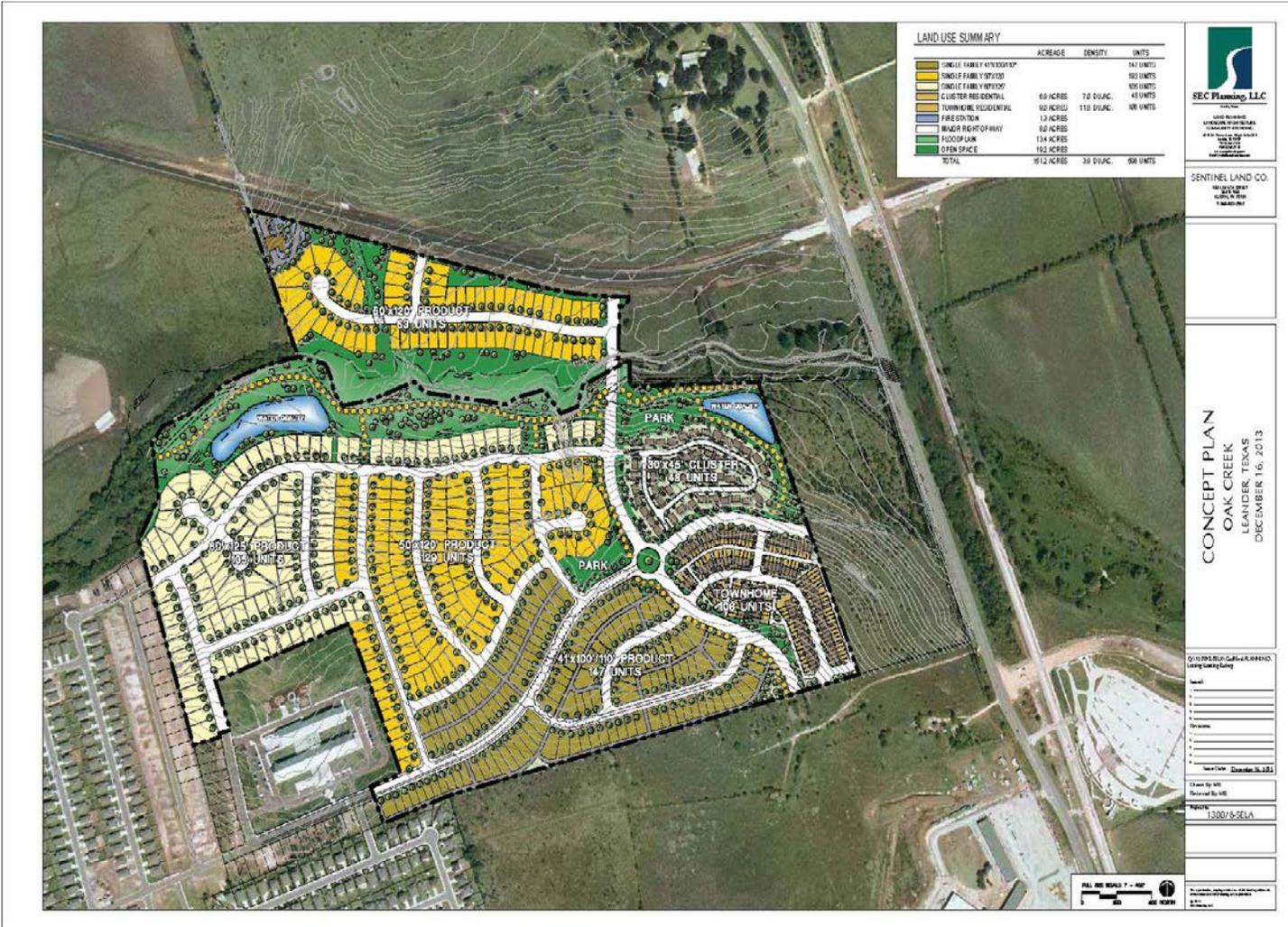
The Feasibility Study has been at the request of the City and in accordance with the Public Improvement District Assessment Act (“the Act”) as found in Chapter 372 (Section 372.007) of the State of Texas Local Government Code.

## **2. Project Overview**

The Oak Creek project is a planned residential development to be located in the City of Leander’s Transportation Oriented Development District. The Project is comprised of 151 acres and is estimated to include 600 lots upon completion of development. Per the Developer, the Project will include multiple housing options including:

- 147 40-foot wide lots – alley loaded single family homes
- 194 50-foot wide lots – conventional single family homes
- 105 60- foot wide lots – conventional single family homes
- 106 Townhome lots – attached single family townhomes
- 48 Cluster homes – condominium units

The condominium units will not be part of the PID as they will be part of a gated section of the Project and, therefore, its share of the costs, will not qualify as public improvements. In addition, the Project will include multiple parks, an extensive trail system, and a private community clubhouse. The proposed land plan for the Project is presented on the following page:



**3. Key Assumptions**

The attached Exhibit A lists the key assumptions utilized in the preparation of the Feasibility Study including the source of the information.

**4. Value to Lien Requirements**

The underwriters for recent PID bond offerings completed in Texas have stated that a minimum value to lien requirement for a bond issue is 3:1 being defined as:

- Appraised Value – Sum of the value of the land “as is” and “entitled” plus the costs of the public improvements being funded by the PID Bond
- Lien Amount – Gross bond amount

The attached Exhibit B details the effective value to lien ratios for recent PID bond issues completed in Texas. The attached Exhibit C describes the projected Value to Lien ratio for the proposed Oak Creek PID bond offering.

## **5. Estimated Assessed Value at Build Out**

The attached Exhibit D presents the projected future assessed value for the Project. These projections were based on market analyses prepared for the Developer by Market Profiles ([www.marketprofiles-texas.com](http://www.marketprofiles-texas.com)), an independent real estate market consulting firm with over 40 years of experience.

## **6. Competitive Community Tax Rates**

As shown on the attached Exhibit E, the proposed equivalent tax rate of \$3.00 per \$100 of assessed value for Oak Creek, assuming the use of the PID, is within the competitive range of the marketplace especially as compared to two new planned communities in the Leander/Liberty Hill area – Rancho Siena and Morning Star Ranch.

## **7. PID Funded Infrastructure**

The attached Exhibit F details the planned public improvements of the Project which are anticipated to be funded by the PID bond issue. Each of the cost categories is a qualified Authorized Improvement as described in Section 372.003 of the Act.

## **8. Total Project Development Costs**

The attached Exhibit G details the entire development budget for the Project. Costs not funded by the PID will be funded by the Developer through a combination of partner's equity and conventional bank financing. A portion of the costs not funded by the PID may be subsequently reimbursed to the Developer by a Tax Increment Reinvestment Zone created by the City in which the Project is located.

## **9. Construction Timetable**

Per the Developer, the Project's development is anticipated to commence in July or August 2014 with the Phase 1 improvements planned for completion by the end of the first quarter of 2015. Internal development for individual parcels will be undertaken in concert with planned land and lot sales to homebuilders.

## **10. Bond Sizing Analyses**

The attached Exhibit H presents the projected bond sizing for the proposed Oak Creek PID Bond. Included in these analyses are the anticipated gross bond amount, required debt service reserve, capitalized interest, underwriter's discount, other costs of issuance, required prepayment and delinquency reserve accounts and annual costs for administering the PID.

## **11. Discussion of Public/Private Financing Alternatives**

Historically, land development in many parts of Texas has been financed utilizing the creation and use of a Municipal Utility Districts ("MUDs") or a Water Control Improvement District ("WCIDs"), special taxing districts that provide reimbursements to developers through the issuance of general obligation bonds by the MUD or WCID upon the completed construction of homes in the community for the wet utilities component of the development budget. Very often, these reimbursements, depending on the structure of their lot sale agreements to homebuilders, represent the development profit to the developer.

However, as homebuilders have reduced earnest money deposits for lot purchases (such deposits are often used as equity by developers in connection with loan agreements) and banks and other lending institutions have reduced the amount of acquisition, infrastructure and development funding they can and will make available to developers, the resulting gap in funding has either forced a cancellation of the project, delayed the development or forced the developer to seek greater amounts of higher costing third party capital in the form of either equity capital or mezzanine financing. As a result, more developers are examining the benefits associated with utilizing the PID financing approach rather than the MUD or WCID.

A PID is a public financing tool created by the Act as found in Chapter 372 of the Texas Local Government Code. The Act enables any city to levy and collect special assessments on property that is within the city or within the city's extra-territorial jurisdiction ("ETJ"). A county may also establish a PID, but must obtain approval from a city if the proposed PID is within the city's ETJ. The PID establishes a mechanism to finance public improvement projects through the issuance of revenue bonds secured by special assessments levied on all benefitted properties. Because PIDs utilize assessments, PID bonds can be used to fund a developer's eligible infrastructure early in the development process rather than relying upon future reimbursement mechanisms thereby enhancing the developer's ability to finance a project.

Among the public improvements eligible for PID financing are the following:

- Water, wastewater, health and sanitation, and drainage facilities;
- Streets and sidewalks;
- Landscaping, public art and other aesthetics;
- Park, recreation and cultural facilities;
- Acquisition of rights of way;
- Creation of pedestrian malls;
- Erection of fountains;
- Library facilities;
- Mass transit;
- Parking facilities; and,
- Public safety and security services.

In considering the use of a PID, developers and jurisdictions have identified the following key benefits:

- The jurisdiction retains ultimate control over the PID without incurring any cost;
- PID bond issues do not reduce a jurisdiction's bonding capacity or negatively impact its credit rating;
- Allows for the funding of public improvements early in the development process (often prior to the first home closing) as opposed to relying upon future reimbursements once a significant percentage of rooftops in the district have been constructed;
- Covers a broader range of eligible cost categories than traditional improvement financing mechanisms such as MUDs and WCIDs;
- Allows for the flexibility associated with property-specific special assessments – they can be paid off in whole or in part or over time by the individual property owners at their discretion;
- The structure of the bonds typically provide cost certainty to property owners as the costs are known in advance and are not subject to the impact of changes in tax rates or assessed values;
- Any bonds issued by the PID are non-recourse to the developer, the city and/or county;
- PID bonds may be issued on a phase-by-phase basis as market forces dictate; and,
- Annual administrative costs are typically less than those for MUDs and WCIDs.

Given the Project's location within the city limits of the City, the City will want to maintain control over any project within its jurisdiction and the PID is the most efficient vehicle to do so.

## **12. PID Assessment by Land Use**

Exhibit I attached presents the total PID assessment and annual payments by land use and for individual homes. As is typical with PID bonds, the anticipated bond issue will be issued with excess assessment revenues in excess of annual debt service coverage ratio by an amount sufficient to fund the required administrative costs, delinquency reserve and prepayment reserve.

## **13. Firm Profile**

DPFG ([www.dpfg.com](http://www.dpfg.com)) is a national real estate consulting firm with 12 offices in nine states (California, Arizona, Colorado, Nevada, Idaho, Texas, Florida, North Carolina and South Carolina). Since its inception in 1991, it has focused on providing real estate and financial consulting services principally to residential and commercial real estate developers as well as lenders, public agencies and other institutional investors. A key emphasis is identifying the lowest cost and the lowest risk manner of financing and funding public improvements and infrastructure such as roadways, utilities, etc. as well as the vertical improvements of a project.

To accomplish this, DPFG typically provides, among others, the following services:

- Preparation of financial analyses and projections;
- Preparation of financial feasibility studies including compliance analyses with debt covenants;
- Identification of available and applicable public/private financing alternatives;
- Preparation of fiscal and economic impact studies;
- Negotiation of development agreements;
- Evaluation of development impact fee agreements;
- Tracking of reimbursable development costs; and,
- Structuring reimbursement agreements.

The financing programs that are involved usually include some type of public financing and/or public/private partnerships. These have included land secured financings such as MUDs, PIDs, TIRZs, CFDs as well as general obligation, revenue and assessment bonds. The firm has been involved in the formation, structuring, feasibility analysis and issuance of more than \$15.0 billion of bonds for more than 2,200 special taxing districts (or their equivalents) since 1991.

## 14. Project References

### *Completed Public Improvement District Financings*

**Project Name:** Whisper Valley/Indian Hills  
**Location:** Austin, Texas  
**Client:** Taurus of Texas, GP LLC  
**Contact:** Douglas H. Gilliland, President  
(817) 788-1000  
[douglasg33@aol.com](mailto:douglasg33@aol.com)

**Date:** November 2011

**Project Description:** Financial and investment analyses in connection with the creation of a Public Improvement District to fund qualified costs associated with the development of a 2,065 acre mixed-use master planned community expected to include 2,848 detached single family residential units, 1,990 attached single family residential units, 2,668 multifamily units, 217 acres of commercial development, and 38 acres of mixed-use development and a 216-acre mixed-use commercial development (\$39.2 million, closed 11/11).

**Project Name:** Tessera on Lake Travis  
**Location:** Lago Vista, Texas  
**Client:** Hines  
**Contact:** Duke Kerrigan, Director  
(512) 320-4141  
[duke.kerrigan@hines.com](mailto:duke.kerrigan@hines.com)

**Date:** November 2012

**Project Description:** Financial and investment analyses in connection with the creation of a Public Improvement District to fund qualified costs associated with the development of an 877-acre residential development expected to include approximately 2,000 residential units (\$24.7 million, closed 11/12).

**Project Name:** Estancia Hill Country  
**Location:** Austin, Texas  
**Client:** Stratford Land Company  
**Contact:** Ocie Vest, Senior Vice President - Entitlements  
(214) 239-2373  
[OVest@stratfordland.com](mailto:OVest@stratfordland.com)

**Date:** June 2013

**Project Description:** Financial and investment analyses in connection with the creation of Public Improvement District to fund qualified costs associated with the development of a 593 acre mixed-use master planned community expected to include single family residential, multifamily units and commercial uses (\$12.6 million, closed 6/13).

### ***Current Public Improvement District Financings***

In addition the completed financings presented on the previous page, DPFPG's Texas office is currently working on a number of additional planned PID financings throughout the state. A select list of these includes the following:

**Project Name:** Wildridge  
**Location:** Oak Point, Texas  
**Client:** Taylor-Duncan Development/Crescent Communities

**Project Name:** Rayzor Ranch  
**Location:** Denton, Texas  
**Client:** RED Development, LLC

**Project Name:** Plum Creek  
**Location:** Kyle, Texas  
**Client:** Plum Creek Development Partners

**Project Name:** Wildhorse Ranch  
**Location:** Austin, Texas  
**Client:** Titan Capital Management

**Project Name:** Bayside at Waterman's  
**Location:** Galveston, Texas  
**Client:** Stonehenge Real Estate

**Project Name:** The Terrace & The Backyard  
**Location:** Bee Cave, Texas  
**Client:** International Development Management

**Project Name:** Cantarra Meadows  
**Location:** Austin, Texas  
**Client:** Continental Homes of Texas, LP

**Project Name:** La Cima  
**Location:** Hays County, Texas  
**Client:** Lazy Oaks Partners, LP

**Project Name:** Kimbro Estates  
**Location:** Manor, Texas  
**Client:** Kimbro Road Estates, LP

## **15. Project Management**

All aspects of this engagement have been undertaken under the direction and management of Mr. J. Richard (Rick) Rosenberg, the Managing Principal for DPFPG's Texas region. In this capacity, Rick provides strategic planning, investment analysis, workout and financing services at both the project and entity level including recapitalizations, restructurings and the sourcing of new equity and debt capital for investments and developments with a particular focus on the use of public/private partnerships to efficiently and effectively finance the infrastructure and vertical improvements associated with residential, commercial and mixed-use developments.

With a broad combination of analytical, strategic and communication skills, Rick has over 34 years of extensive real estate and finance experience, encompassing the investment analysis, acquisition; deal structuring, equity sourcing, asset management and financing of commercial and residential real estate investments (existing and under development) and operating companies, at both the entity and project level, located throughout the United States. Over the last 15 years, Rick has been a principal participant in transactions valued in excess of \$1.0 billion.

Having been both a direct participant in the investment and operating decisions in his senior manager role as a CFO for both the major divisions of public homebuilders and a large real estate operating companies specializing in master planned community development and as an advisor to Fortune 500 companies, institutional investors such as pension funds, foundations and endowments; developers and public agencies from over 15 years of consulting experience, Rick's unique range of experiences ensures that he understands the need for real world financially successful workable solutions supported by cutting edge thinking and analyses.

## **16. Conclusion**

Assuming the proposed PID Bond offering is structured in a similar manner to previously completed PID bond offerings for which DPFPG served as consultant and assuming that the PID Bond issue is sized with a 3:1 value to lien ratio, it is expected that the proposed Oak Creek PID Bond Offering will be successfully underwritten.

## **FEASIBILITY STUDY EXHIBITS**

- Exhibit A – Public Improvement District Feasibility Analyses - Assumptions
- Exhibit B – Estimated Value to Lien Ratios – Prior Texas PID Bond Offerings
- Exhibit C – Projected Value to Lien Analysis for Oak Creek
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**EXHIBIT A**  
**SENTINEL/COTTER LEANDER, LLC - OAK CREEK**  
**LEANDER PUBLIC IMPROVEMENT DISTRICT #1**  
**FEASIBILITY STUDY - ASSUMPTIONS**

<b>Item</b>	<b>Assumption</b>	<b>Source</b>
Date of Analysis	5/20/2014	
Inflation Rate	0.0%	
Estimated Land Value - Raw as Entitled	\$ 12,600,000	Sentinel
Estimated Condominium Parcel as % of Project (per AV)	8.31%	Calculated
Project Management Fees as % of Hard Costs	4.0%	DPFG
Soft Costs as % of Hard Costs	10.0%	DPFG
Contingency Factor as % of Hard Costs	15.0%	Sentinel
<b>Estimated Net Infrastructure Proceeds - PID Bond</b>	<b>\$ 3,859,136</b>	<b>DPFG</b>
Minimum Required Value to Lien Ratio	3:1	DPFG
Williamson County Ad Valorem Tax Rate - 2013	\$ 0.449029	Williamson County
City of Leander Ad Valorem Tax Rate - 2013	\$ 0.667920	City of Leander
Maximum Total Tax Rate for Market Scenario	\$ 3.015752	Sentinel
Maximum Equivalent Ad Valorem Assessment Rate per \$100 AV	\$ 0.232033	Calculated
Lot Price as % of Finished Home Assessed Value	22.2%	Market Profiles
PID Bond Interest Rate	6.25%	DPFG
Bond Issue Date	7/1/2014	DPFG
Bond Issue Year	2014	DPFG
Required Debt Service Reserve Fund	Lesser of Maximum Annual Debt Service or 10% of Bond Issue	DPFG
Years of Capitalized Interest	0.75	DPFG
Underwriter Discount	2.0%	DPFG
Non-Underwriter Costs of Issuance per Bond Issue	\$ 300,000	DPFG
Initial Year Administrative Costs per Bond Issue	\$ 25,000	DPFG
Interest Rate Yield for Capitalized Interest/Debt Service Reserve	1.5%	DPFG

**EXHIBIT B  
OAK CREEK  
CITY OF LEANDER, TEXAS  
STATE OF TEXAS PUBLIC IMPROVEMENT DISTRICT BOND OFFERINGS  
VALUE TO LIEN RATIOS AT TIME OF BOND ISSUE**

<b>Jurisdiction</b>	<b>Project</b>	<b>Developer/Owner</b>	<b>Actual Bond Size</b>	<b>Appraised Value</b>	<b>Value to Lien Ratio</b>
Flower Mound	River Walk at Central Park	Centurion American	\$ 16,000,000	\$ 49,500,000	3.09
Fate	Williamsburg	Centurion American	\$ 8,075,000	\$ 46,100,270	5.71
Little Elm	Valencia	Centurion American	\$ 16,240,000	\$ 52,970,000	3.26
Austin	Estancia*	Stratford Land	\$ 12,590,000	\$ 37,770,000	3.00
Lago Vista	Tessera*	Hines	\$ 24,690,000	\$ 81,800,000	3.31
Austin	Whisper Valley*	Taurus	\$ 15,500,000	\$ 67,400,000	4.35
Austin	Indian Hills*	Taurus	\$ 2,860,000	\$ 12,670,000	4.43
Trophy Club	The Highlands	Centurion American	\$ 27,500,000	\$ 43,000,000	1.56

\* - DPFG served as Special Assessment Consultant to Developer/Owner

**EXHIBIT C**  
**SENTINEL/COTTER LEANDER, LLC - OAK CREEK**  
**LEANDER PUBLIC IMPROVEMENT DISTRICT #1**  
**3:1 VALUE TO LIEN REQUIREMENT**  
**May 20, 2014**

	<b>2014</b>
	<b>7/1</b>
<b>Bond Issuance Year</b>	
<b>Bond Issuance Date</b>	
<b>Estimated Land Value - Raw and Entitled</b>	\$ 11,553,013
<b>Net Construction Proceeds Funded</b>	\$ 3,859,136
<b>Estimated Post Bond Sale Valuation</b>	\$ 15,412,150
<b>Projected PID Gross Bond Amount</b>	\$ 5,000,000
<b>Reserve Fund (10% of Bond Amount)</b>	\$ 500,000
<b>Capitalized Interest (9 months)</b>	\$ 240,864
<b>Underwriter Discount (2%)</b>	\$ 100,000
<b>Cost of Issuance</b>	\$ 300,000
<b>Infrastructure Bond Net Proceeds</b>	<b>\$ 3,859,136</b>
<b>Equivalent Tax Rate</b>	<b>\$ 0.22350</b>
<b>Required Valuation for 3:1 VTL Ratio</b>	\$ 15,000,000
<b>Projected Value to Lien Ratio</b>	3.08
<b>Required Valuation per Lot</b>	\$ 25,000
<b>Net Construction Proceeds</b>	\$ 3,859,136
<b>On Site Costs - Non-PID Qualified</b>	\$ 1,502,810
<b>On Site Costs - PID Qualified</b>	\$ 16,420,638
<b>Total Estimated Costs</b>	\$ 17,923,448
<b>(Shortage)/Surplus (a)</b>	\$ (14,064,312)

(a) Developer may be required to escrow all or a portion of the additional funding requirement at the time bonds are issued if the 3:1 VTL requirement is not satisfied.

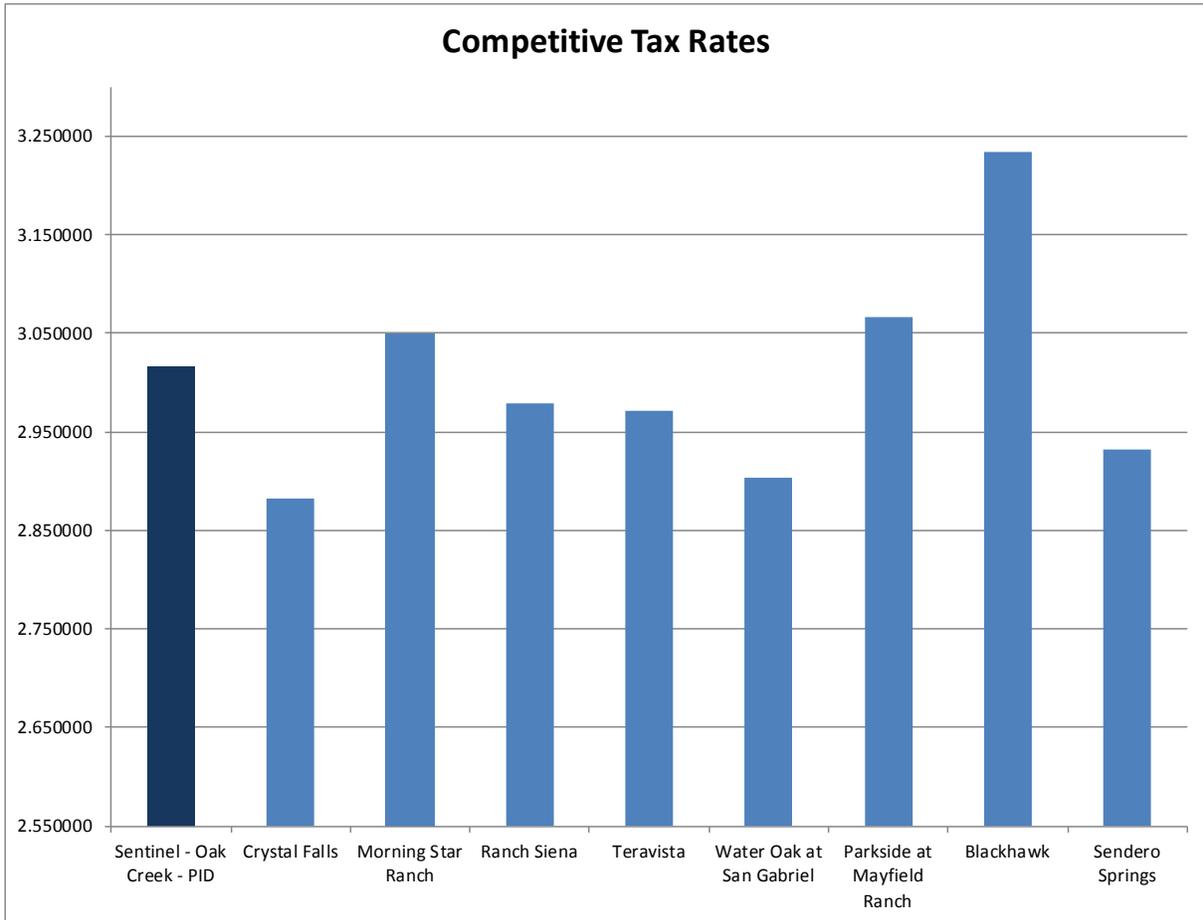
**Exhibit D**  
**SENTINEL/COTTER LEANDER, LLC - OAK CREEK**  
**LEANDER PUBLIC IMPROVEMENT DISTRICT #1**  
**ESTIMATED ASSESSED VALUE AT BUILD OUT/ASSESSMENT SPREAD**  
**5/20/2014**

<b>Product Type</b>	<b>Lot Width/Type</b>	<b>Estimated Lot Value</b>	<b>Estimated Improved Land Value</b>	<b>Units</b>	<b>AV per Unit</b>	<b>Projected AV</b>
1	40	\$ 56,000	\$ 8,232,000	147	\$ 252,003	\$ 37,044,370
2	50	\$ 70,740	\$ 13,723,566	194	\$ 318,333	\$ 61,756,667
3	60	\$ 84,000	\$ 8,820,000	105	\$ 378,004	\$ 39,690,397
5	Cluster	\$ -	\$ -	48	\$ -	\$ -
6	Townhome	\$ 45,000	\$ 4,770,000	106	\$ 202,502	\$ 21,465,215
<b>Sentinel - Oak Creek Project Total</b>		<b>\$ 59,243</b>	<b>\$ 35,545,566</b>	<b>600</b>	<b>\$ 266,594</b>	<b>\$ 159,956,649</b>

**Source: Market Profiles**

**EXHIBIT E**  
**SENTINEL/COTTER LEANDER, LLC - OAK CREEK**  
**LEANDER PUBLIC IMPROVEMENT DISTRICT #1**  
**COMPETITIVE COMMUNITIES TAX RATES**  
**5/20/2014**

41744



**EXHIBIT F**  
**SENTINEL/COTTER LEANDER, LLC - OAK CREEK**  
**SUMMARY OF COSTS - PID**  
**5/20/2014**

Construction Section	PID
<b>South Brook Drive:</b>	
Sewer	\$ 278,653
Drainage	\$ 622,919
<b>West Broade Street:</b>	
Sewer	\$ 177,007
Drainage	\$ 961,588
<b>Landscaping &amp; Amenities:</b>	
Primary Entry Feature - San Gabriel Parkway	\$ 166,735
Secondary Entry Feature	\$ 23,656
Neighborhood Entry Features	\$ 28,387
Walls at Collectors	\$ 865,893
Collector Road Landscape	\$ 587,799
Native Area Revegetation	\$ 69,639
Lake Treatments	\$ 118,281
Pond Aeration	\$ 5,914
Mail Service	\$ 124,195
Trailheads	\$ 15,968
<b>Totals</b>	<b>\$ 4,046,634</b>

Source: Pape-Dawson Engineers, SEC Planning

**EXHIBIT G**  
**SENTINEL/COTTER LEANDER, LLC - OAK CREEK**  
**LEANDER PUBLIC IMPROVEMENT DISTRICT #1**  
**ESTIMATED PROJECT COSTS**  
**5/20/2014**

Construction Section	Estimated Costs	Project Management	Estimated Soft Costs	Contingency	Total Costs	Less: Amount Allocated to Condominium Parcel	Net PID Eligible Costs
		4.00%	10.00%	15.00%		8.31%	
<b>South Brook Drive:</b>							
Streets	\$ 464,323	\$ 18,573	\$ 46,432	\$ 69,648	\$ 598,977	\$ 49,771	\$ 549,205
Water	\$ 185,945	\$ 7,438	\$ 18,595	\$ 27,892	\$ 239,869	\$ 19,932	\$ 219,937
Sewer	\$ 235,586	\$ 9,423	\$ 23,559	\$ 35,338	\$ 303,906	\$ 25,253	\$ 278,653
Drainage	\$ 526,644	\$ 21,066	\$ 52,664	\$ 78,997	\$ 679,371	\$ 56,452	\$ 622,919
ESC	\$ 20,000	\$ 800	\$ 2,000	\$ 3,000	\$ 25,800	\$ 2,144	\$ 23,656
<b>Total</b>	<b>\$ 1,432,498</b>	<b>\$ 57,300</b>	<b>\$ 143,250</b>	<b>\$ 214,875</b>	<b>\$ 1,847,922</b>	<b>\$ 153,552</b>	<b>\$ 1,694,371</b>
<b>West Broade Street:</b>							
Streets	\$ 754,455	\$ 30,178	\$ 75,445	\$ 113,168	\$ 973,247	\$ 80,871	\$ 892,376
Water	\$ 149,288	\$ 5,972	\$ 14,929	\$ 22,393	\$ 192,581	\$ 16,002	\$ 176,579
Sewer	\$ 149,650	\$ 5,986	\$ 14,965	\$ 22,448	\$ 193,049	\$ 16,041	\$ 177,007
Drainage	\$ 812,970	\$ 32,519	\$ 81,297	\$ 121,946	\$ 1,048,732	\$ 87,144	\$ 961,588
ESC	\$ 20,000	\$ 800	\$ 2,000	\$ 3,000	\$ 25,800	\$ 2,144	\$ 23,656
<b>Total</b>	<b>\$ 1,886,363</b>	<b>\$ 75,455</b>	<b>\$ 188,636</b>	<b>\$ 282,954</b>	<b>\$ 2,433,408</b>	<b>\$ 202,202</b>	<b>\$ 2,231,206</b>
<b>Phase 1</b>							
Water Quality Ponds	\$ 1,130,000	\$ 45,200	\$ 113,000	\$ 169,500	\$ 1,457,700	\$ 121,126	\$ 1,336,574
Dry Utilities	\$ 533,730	\$ 21,349	\$ 53,373	\$ 80,060	\$ 688,512	\$ 57,211	\$ -
<b>Total</b>	<b>\$ 1,663,730</b>	<b>\$ 66,549</b>	<b>\$ 166,373</b>	<b>\$ 249,560</b>	<b>\$ 2,146,212</b>	<b>\$ 178,338</b>	<b>\$ 1,336,574</b>
<b>Phase 6 (Condominiums)</b>							
		48					
Streets	\$ 309,680	\$ 12,387	\$ 30,968	\$ 46,452	\$ 399,487	\$ 399,487	\$ -
Water	\$ 113,115	\$ 4,525	\$ 11,312	\$ 16,967	\$ 145,918	\$ 145,918	\$ -
Sewer	\$ 202,890	\$ 8,116	\$ 20,289	\$ 30,434	\$ 261,728	\$ 261,728	\$ -
ESC	\$ 7,058	\$ 282	\$ 706	\$ 1,059	\$ 9,104	\$ 9,104	\$ -
Drainage	\$ 83,350	\$ 3,334	\$ 8,335	\$ 12,503	\$ 107,522	\$ 107,522	\$ -
<b>Total</b>	<b>\$ 716,093</b>	<b>\$ 28,644</b>	<b>\$ 71,609</b>	<b>\$ 107,414</b>	<b>\$ 923,759</b>	<b>\$ 923,759</b>	<b>\$ -</b>
<b>Phase 7 (Townhomes)</b>							
		106					
Streets	\$ 419,738	\$ 16,790	\$ 41,974	\$ 62,961	\$ 541,462	\$ -	\$ 541,462
Water	\$ 157,320	\$ 6,293	\$ 15,732	\$ 23,598	\$ 202,943	\$ -	\$ 202,943
Sewer	\$ 185,400	\$ 7,416	\$ 18,540	\$ 27,810	\$ 239,166	\$ -	\$ 239,166
ESC	\$ 7,181	\$ 287	\$ 718	\$ 1,077	\$ 9,263	\$ -	\$ 9,263
Drainage	\$ 87,025	\$ 3,481	\$ 8,703	\$ 13,054	\$ 112,262	\$ -	\$ 112,262
<b>Total</b>	<b>\$ 856,664</b>	<b>\$ 34,267</b>	<b>\$ 85,666</b>	<b>\$ 128,500</b>	<b>\$ 1,105,096</b>	<b>\$ -</b>	<b>\$ 1,105,096</b>
<b>Phase 2</b>							
		131					
Streets - Internal	\$ 781,661	\$ 31,266	\$ 78,166	\$ 117,249	\$ 1,008,342	\$ -	\$ 1,008,342
Alleys	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Water	\$ 457,632	\$ 18,305	\$ 45,763	\$ 68,645	\$ 590,346	\$ -	\$ 590,346
Sewer	\$ 573,273	\$ 22,931	\$ 57,327	\$ 85,991	\$ 739,523	\$ -	\$ 739,523
ESC	\$ 12,165	\$ 487	\$ 1,217	\$ 1,825	\$ 15,693	\$ -	\$ 15,693
Drainage	\$ 654,849	\$ 26,194	\$ 65,485	\$ 98,227	\$ 844,755	\$ -	\$ 844,755
Dry Utilities	\$ 443,656	\$ 17,746	\$ 44,366	\$ 66,548	\$ 572,316	\$ -	\$ -
<b>Total</b>	<b>\$ 2,923,237</b>	<b>\$ 116,929</b>	<b>\$ 292,324</b>	<b>\$ 438,486</b>	<b>\$ 3,770,975</b>	<b>\$ -</b>	<b>\$ 3,198,659</b>

Sources: Pape-Dawson Engineering, SEC Planning

EXHIBIT G (continued)  
 SENTINEL/COTTER LEANDER, LLC - OAK CREEK  
 LEANDER PUBLIC IMPROVEMENT DISTRICT #1  
 ESTIMATED PROJECT COSTS  
 5/20/2014

Construction Section	Estimated Costs	Project Management	Estimated Soft Costs	Contingency	Total Costs	Less: Amount Allocated to Condominium Parcel	Net PID Eligible Costs
<b>Phase 3</b>		147					
Streets - Internal	\$ 229,343	\$ 9,174	\$ 22,934	\$ 34,401	\$ 295,852	\$ -	\$ 295,852
Streets - Extension	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Alleys	\$ 582,958	\$ 23,318	\$ 58,296	\$ 87,444	\$ 752,015	\$ -	\$ 752,015
Water	\$ 143,750	\$ 5,750	\$ 14,375	\$ 21,563	\$ 185,438	\$ -	\$ 185,438
Sewer	\$ 198,820	\$ 7,953	\$ 19,882	\$ 29,823	\$ 256,478	\$ -	\$ 256,478
ESC	\$ 7,149	\$ 286	\$ 715	\$ 1,072	\$ 9,222	\$ -	\$ 9,222
Drainage	\$ 102,583	\$ 4,103	\$ 10,258	\$ 15,387	\$ 132,332	\$ -	\$ 132,332
Dry Utilities	\$ 456,478	\$ 18,259	\$ 45,648	\$ 68,472	\$ 588,856	\$ -	\$ -
<b>Total</b>	<b>\$ 1,721,080</b>	<b>\$ 68,843</b>	<b>\$ 172,108</b>	<b>\$ 258,162</b>	<b>\$ 2,220,193</b>	<b>\$ -</b>	<b>\$ 1,631,337</b>
<b>Phase 4</b>		105					
Streets - Internal	\$ 518,831	\$ 20,753	\$ 51,883	\$ 77,825	\$ 669,293	\$ -	\$ 669,293
Water	\$ 248,765	\$ 9,951	\$ 24,876	\$ 37,315	\$ 320,907	\$ -	\$ 320,907
Sewer	\$ 328,339	\$ 13,134	\$ 32,834	\$ 49,251	\$ 423,557	\$ -	\$ 423,557
ESC	\$ 12,778	\$ 511	\$ 1,278	\$ 1,917	\$ 16,484	\$ -	\$ 16,484
Drainage	\$ 579,629	\$ 23,185	\$ 57,963	\$ 86,944	\$ 747,722	\$ -	\$ 747,722
Dry Utilities	\$ 347,160	\$ 13,886	\$ 34,716	\$ 52,074	\$ 447,836	\$ -	\$ -
<b>Total</b>	<b>\$ 2,035,503</b>	<b>\$ 81,420</b>	<b>\$ 203,550</b>	<b>\$ 305,325</b>	<b>\$ 2,625,798</b>	<b>\$ -</b>	<b>\$ 2,177,962</b>
<b>Phase 5</b>		63					
Streets - Internal	\$ 233,221	\$ 9,329	\$ 23,322	\$ 34,983	\$ 300,855	\$ -	\$ 300,855
Water	\$ 123,748	\$ 4,950	\$ 12,375	\$ 18,562	\$ 159,635	\$ -	\$ 159,635
Sewer	\$ 183,654	\$ 7,346	\$ 18,365	\$ 27,548	\$ 236,914	\$ -	\$ 236,914
ESC	\$ 6,877	\$ 275	\$ 688	\$ 1,031	\$ 8,871	\$ -	\$ 8,871
Drainage	\$ 185,042	\$ 7,402	\$ 18,504	\$ 27,756	\$ 238,704	\$ -	\$ 238,704
Dry Utilities	\$ 203,416	\$ 8,137	\$ 20,342	\$ 30,512	\$ 262,407	\$ -	\$ -
<b>Total</b>	<b>\$ 935,957</b>	<b>\$ 37,438</b>	<b>\$ 93,596</b>	<b>\$ 140,394</b>	<b>\$ 1,207,385</b>	<b>\$ -</b>	<b>\$ 944,978</b>
<b>Landscaping</b>		-					
Primary Entry Feature - San Gabriel Parkway	\$ 140,965	\$ 5,639	\$ 14,097	\$ 21,145	\$ 181,845	\$ 15,110	\$ 166,735
Secondary Entry Feature	\$ 20,000	\$ 800	\$ 2,000	\$ 3,000	\$ 25,800	\$ 2,144	\$ 23,656
Neighborhood Entry Features	\$ 24,000	\$ 960	\$ 2,400	\$ 3,600	\$ 30,960	\$ 2,573	\$ 28,387
Walls at Collectors	\$ 732,065	\$ 29,283	\$ 73,207	\$ 109,810	\$ 944,364	\$ 78,471	\$ 865,893
Collector Road Landscape	\$ 496,952	\$ 19,878	\$ 49,695	\$ 74,543	\$ 641,068	\$ 53,269	\$ 587,799
Native Area Revegetation	\$ 58,876	\$ 2,355	\$ 5,888	\$ 8,831	\$ 75,950	\$ 6,311	\$ 69,639
Lake Treatments	\$ 100,000	\$ 4,000	\$ 10,000	\$ 15,000	\$ 129,000	\$ 10,719	\$ 118,281
Pond Aeration	\$ 5,000	\$ 200	\$ 500	\$ 750	\$ 6,450	\$ 536	\$ 5,914
Mail Service	\$ 105,000	\$ 4,200	\$ 10,500	\$ 15,750	\$ 135,450	\$ 11,255	\$ 124,195
Trailheads	\$ 13,500	\$ 540	\$ 1,350	\$ 2,025	\$ 17,415	\$ 1,447	\$ 15,968
Amenity Center (building/parking/utilities/site work not included)	\$ 281,570	\$ 11,263	\$ 28,157	\$ 42,236	\$ 363,225	\$ 30,182	\$ -
Enhanced Bridge Treatment	\$ 200,000	\$ 8,000	\$ 20,000	\$ 30,000	\$ 258,000	\$ 21,438	\$ 236,562
<b>Total</b>	<b>\$ 2,177,928</b>	<b>\$ 87,117</b>	<b>\$ 217,793</b>	<b>\$ 326,689</b>	<b>\$ 2,809,527</b>	<b>\$ 233,455</b>	<b>\$ 2,243,028</b>
<b>Project Total</b>	<b>\$ 13,749,363</b>	<b>\$ 549,975</b>	<b>\$ 1,374,936</b>	<b>\$ 2,062,404</b>	<b>\$ 17,736,678</b>	<b>\$ 1,512,968</b>	<b>\$ 14,281,658</b>

Sources: Pape-Dawson Engineering, SEC Planning



**EXHIBIT H**  
**SENTINEL/COTTER LEANDER, LLC - OAK CREEK**  
**LEANDER PUBLIC IMPROVEMENT DISTRICT #1**  
**BOND SIZING ANALYSIS**  
**May 20, 2014**

<b>Sources:</b>		
Gross Bond Amount (6.50% Interest Rate)	\$	5,000,000
<b>Uses:</b>		
Reserve Fund (10% of Bond Amount)		500,000
Capitalized Interest (9 months)		240,864
Underwriter Discount (2%)		100,000
Cost of Issuance		300,000
Infrastructure Bond Net Construction Proceeds		3,859,136
	\$	<u>5,000,000</u>

Issuance Date: July 1 2014												
Year Ending July 1	Principal Maturing Sept. 1st	Interest Rate	Annual Interest Due	Principal + Interest	City Admin Expenses (a)	Prepayment Reserve (b) 0.20%	Delinquency Reserve (c) 0.30%	P & I + Admin + Reserves	Capitalized Interest (d)	0.10% Reserve Fund Interest Earnings	Reserve Fund Releases	Annual PID Installment (e)
2015	\$ -	3.70%	\$ 321,151	\$ 321,151	\$ 25,000	\$ 10,000	\$ 15,000	\$ 371,151	\$ 240,864	\$ 500	\$ -	\$ 129,788
2016	-	3.48%	321,151	321,151	25,500	10,000	15,000	371,651	-	500	-	371,151
2017	-	3.63%	321,151	321,151	26,010	10,000	15,000	372,161	-	500	-	371,661
2018	5,000	4.03%	321,151	326,151	26,530	3,095	15,000	370,777	-	500	-	370,277
2019	10,000	4.48%	320,950	330,950	27,061	955	14,985	373,951	-	500	-	373,451
2020	20,000	4.63%	320,502	340,502	27,602	407	11,159	379,670	-	500	-	379,170
2021	25,000	4.93%	319,575	344,575	28,154	877	2,192	375,798	-	500	-	375,298
2022	35,000	5.08%	318,343	353,343	28,717	822	2,055	384,937	-	500	-	384,437
2023	45,000	5.28%	316,564	361,564	29,291	762	1,906	393,524	-	500	-	393,024
2024	55,000	5.48%	314,187	369,187	29,877	699	1,746	401,569	-	500	-	401,059
2025	65,000	5.63%	311,172	376,172	30,475	634	1,585	408,866	-	500	-	408,366
2026	75,000	5.78%	307,512	382,512	31,084	566	1,416	415,579	-	500	-	415,079
2027	85,000	5.98%	303,176	388,176	31,706	992	2,479	423,352	-	500	-	422,852
2028	100,000	6.03%	298,092	398,092	32,340	897	2,242	433,571	-	500	-	433,071
2029	115,000	6.08%	292,060	407,060	32,987	801	2,002	442,849	-	500	-	442,349
2030	130,000	6.43%	285,066	415,066	33,647	664	1,660	451,037	-	500	-	450,537
2031	145,000	6.43%	276,705	421,705	34,320	1,067	2,669	459,761	-	500	-	459,261
2032	165,000	6.43%	267,380	432,380	35,006	439	1,097	468,921	-	500	-	468,421
2033	180,000	6.43%	256,768	436,768	35,706	842	2,106	475,422	-	500	-	474,922
2034	200,000	6.43%	245,191	445,191	36,420	1,214	3,034	485,859	-	500	-	485,359
2035	225,000	6.43%	232,328	457,328	37,149	1,053	2,632	498,162	-	500	-	497,662
2036	250,000	6.43%	217,857	467,857	37,892	892	2,230	508,871	-	500	-	508,371
2037	275,000	6.43%	201,778	476,778	38,649	731	1,828	517,987	-	500	-	517,487
2038	300,000	6.43%	184,091	484,091	39,422	1,071	2,676	527,281	-	500	-	526,781
2039	330,000	6.43%	164,797	494,797	40,211	878	2,194	538,079	-	500	-	537,579
2040	360,000	6.63%	143,573	503,573	41,015	1,113	2,782	548,482	-	500	-	547,982
2041	395,000	6.63%	119,699	514,699	41,835	881	2,201	559,616	-	500	-	559,116
2042	430,000	6.63%	93,505	523,505	42,672	1,148	2,871	570,196	-	500	-	569,696
2043	470,000	6.63%	64,989	534,989	43,526	883	2,208	581,606	-	500	-	581,106
2044	510,000	6.63%	33,821	543,821	44,396	-	-	588,217	-	500	587,717	-
<b>Totals</b>	<b>\$ 5,000,000</b>	<b>6.50%</b>	<b>\$ 7,494,285</b>	<b>\$ 12,494,285</b>	<b>\$ 1,014,202</b>	<b>\$ 54,382</b>	<b>\$ 135,955</b>	<b>\$ 13,698,824</b>	<b>\$ 240,864</b>	<b>\$ 15,000</b>	<b>\$ 587,717</b>	<b>\$ 12,855,243</b>

(a) Preliminary estimate. Assumes City administrative expenses escalate at 2.00% per year.  
 (b) Preliminary estimate. Assumes the interest rate used to calculate the assessments is 0.20% higher than the actual interest rate on the bonds to fund interest related to prepayment of assessments. The prepayment reserve is capped at 10% of the next  
 (c) Preliminary estimate. Assumes the interest rate used to calculate the assessments is 0.30% higher than the actual interest rate on the bonds to fund a reserve for delinquent assessments. The delinquency reserve is capped at 25% of the next year's debt  
 (d) Assumes 9 months capitalized interest.  
 (e) Net of capitalized interest, reserve fund interest earnings, and reserve fund releases.

**EXHIBIT I**  
**SENTINEL/COTTER LEANDER, LLC - OAK CREEK**  
**LEANDER PUBLIC IMPROVEMENT DISTRICT #1**  
**FEASIBILITY STUDY - ASSESSMENT BY LOT TYPE**

Lot Width/Type	Units	AV per Unit	Projected AV	Total Assessment	Annual Payment (1st Year)	Assessment Per Home	Annual Payment Per Home	Equivalent Tax Rate (per \$100/AV)
40	147	\$ 252,003	\$ 37,044,370	\$ 1,157,950	\$ 85,955	\$ 7,877	\$ 585	\$ 0.23
50	194	\$ 318,333	\$ 61,756,667	\$ 1,930,419	\$ 143,296	\$ 9,951	\$ 739	\$ 0.23
60	105	\$ 378,004	\$ 39,690,397	\$ 1,240,661	\$ 92,095	\$ 11,816	\$ 877	\$ 0.23
Townhome	106	\$ 202,502	\$ 21,465,215	\$ 670,970	\$ 49,806	\$ 6,330	\$ 470	\$ 0.23
<b>Total</b>	<b>600</b>	<b>\$ 266,594</b>	<b>\$ 159,956,649</b>	<b>\$ 5,000,000</b>	<b>\$ 371,151</b>	<b>\$ 8,333</b>	<b>\$ 619</b>	<b>\$ 0.23</b>

Sources: Market Profiles, DPG



**Executive Summary**

**June 5, 2014**

**Agenda Subject:** Public Hearing on the proposed creation of the Oak Creek Public Improvement District.

**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. On May 1, 2014 the Council accepted the petition for the creation of the Oak Creek PID.

This item provides for the statutorily required public hearing to be conducted regarding the creation of the PID.

**Origination:** Applicant: Sentinel/Cotter Leander, LLC

**Recommendation:** Staff recommends opening the public hearing and continuing it until June 19, 2014 to allow time for the completion of the appraisal of the land.

**Attachments:**

None

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

5/29/14



**Executive Summary**

**June 05, 2014**

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**Agenda Subject:** Zoning Case 14-Z-008: Hold a public hearing and consider action on the rezoning of a parcel located at 17400 Ronald Reagan Blvd. for 4.2 acres more or less; Parcel #R334861. Currently the property is zoned GC-2-B (General Commercial). 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: Scott J. Foster, P.E. on behalf of Vince & Nanette Giaco.

**Financial Consideration:** None

**Recommendation:** The applicant has postponed this zoning request.

**Attachments:** 1. Postponement Letter

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

05/09/2014



P.O. Box 3639  
Cedar Park, Texas 78630

May 7, 2014

Mrs. Robin Griffin  
City of Leander  
Planning Department  
PO Box 319  
Leander, TX 78646

**Re: Zoning Case 14-Z-008  
NEC RR 2243 and Ronald Regan  
17400 Ronald Reagan  
Request for Postponement**

Dear Mrs. Griffin:

On behalf of the applicant, we request a postponement of the above-referenced zoning case. The applicant would like additional time prior to the Planning and Zoning Commission public hearing.

If you should have any questions, or need additional information, please feel free to contact us at (512) 354-4682.

Very truly yours,

360 PROFESSIONAL SERVICES, INC.

Scott J. Foster, P.E.  
Principal

**Tom Yantis, Director of Development Services, reported on actions that were taken by the City Council at their May 15, 2014 meeting on items that were recommended from the P & Z Commission.**

5. Citizen Communications - Three (3) minutes of time is allowed, per speaker  
**No citizens wished to speak.**

<b>Public Hearing</b>
-----------------------

6. **Zoning Case 14-Z-008**: Hold a public hearing and consider action on the rezoning of a parcel located at 17400 Ronald Reagan Blvd. for 4.2 acres more or less; Parcel #R334861. Currently the property is zoned GC-2-B (General Commercial). The property is proposed to be zoned GC-3-B (General Commercial), Leander, Williamson County, Texas. Applicant: Scott J. Foster, P.E. on behalf of Vince & Nanette Giaco.

**Postponed until further notice.**

- a) Staff Presentation
- b) Applicant Presentation
- c) Open Public Hearing
- d) Close Public Hearing
- e) Discussion
- f) Consider Action

7. Subdivision Case 14-FP-013: Hold a public hearing and consider action on the Bluffs at Crystal Falls, Section 2, Phase 2F-A Final Plat for 6.173 acres more or less; TCAD Parcel 831299; generally located to the northeast of the intersection of Shumard Bluff Drive and Osage Drive, more specifically located to the east of the intersection of Legend Hill Drive and Hilltop Divide Lane; Travis County, Texas. Applicant/Agent: Samuel Kiger on behalf of Taylor Morrison at Crystal Falls, LLC.

- a) Staff Presentation

**Robin Griffin, Senior Planner stated that staff reviewed the request and it has staff approval with conditions stated in the executive summary.**

- b) Applicant Presentation

**Sam Kiger was present for questions.**

- c) Open Public Hearing

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



**Executive Summary**

**June 5, 2014**

**Council Agenda Subject:** Public Hearing on a proposed franchise or permit for Progressive Waste Solutions of TX, Inc. (formerly IESI Corporation) to provide recycling services within the City of Leander

**Background:** The City of Leander currently has an exclusive franchise with Clawson Disposal for the collection, transportation and disposal of all solid waste in the city. State law allows an exclusive franchise for solid waste collection and disposal because of public health reasons. However, recycling services are not a public health issue and an exclusive franchise cannot be awarded for this service. Progressive Waste Solutions has requested a franchise to collect and recycle construction debris within the city. Their current proposed customer is KB Homes, but the franchise would allow the collection and recycling services to be provided at any construction site. Progressive must demonstrate that 100% of material collected will be recycled and nothing will be placed in any landfill.

**Origination:** Request by Progressive Waste Solutions

**Financial Consideration:** A 10% Franchise Fee will apply to the gross receipts generated by Progressive Waste Solutions within the City of Leander. This would be offset by a reduction in Franchise Fees from Clawson Disposal. Depending on the pricing proposed by Progressive, the award of the Franchise will be at best revenue neutral, but most likely will create a small reduction in Franchise Fees.

**Recommendation:**

**Attachments:** Proposed Franchise Ordinance  
Letter of Intent  
City Charter – Franchise Regulations  
Copy of email regarding materials to be recycled  
Newspaper Notice

**Prepared by:** Kent Cagle, City Manager

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

**AN ORDINANCE GRANTING A FRANCHISE TO PROGRESSIVE WASTE SOLUTIONS OF TEXAS, INC., FOR THE PRIVILEGE AND USE OF THE STREETS, ALLEYS, AND PUBLIC WAYS WITHIN THE CORPORATE LIMITS OF THE CITY OF LEANDER FOR THE PURPOSE OF COLLECTING AND RECYCLING NON-RESIDENTIAL CONSTRUCTION MATERIALS; PRESCRIBING THE TERMS, CONDITIONS, OBLIGATIONS, AND LIMITATIONS UNDER WHICH SAID FRANCHISE SHALL BE EXERCISED; PROVIDING FOR SEVERABILITY AND REPEAL OF CONFLICTING ORDINANCES; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR RELATED MATTERS.**

**Whereas**, Company is engaged in the business of collecting and recycling non-residential construction and demolition materials and desires to obtain a franchise to provide collection and recycling services for non-residential construction and demolition materials within the City under this franchise;

**Whereas**, the City Charter requires, among other things, that persons, firms and entities may not use or occupy the city streets and alleys to provide utility or public services to property adjacent to such streets and alleys unless first granted a franchise, license or permit by the City; and

**Whereas**, the City of Leander desires to exercise the authority set forth in the City Charter to grant the Company a franchise for the collection and recycling of non-residential construction and demolition materials within the City on such terms and conditions as will provide the City with control and options necessary to provide for the public good;

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

**ARTICLE I. DEFINITIONS**

For the purpose of this Ordinance, the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number, and the use of any gender shall be applicable to all genders whenever the sense requires. The words "shall" and "will" are mandatory and the word "may" is permissive. Words not so defined shall be given their common and ordinary meaning.

1.01 City - City of Leander.

1.02 Commercial - any retail, commercial, industrial, manufacturing or multi-family use or service. This definition and category includes all businesses, construction sites and places that generate Construction Debris, other than a "Residential Unit" as hereinafter defined. This definition and category includes a site upon which a new single family dwelling is

being constructed.

- 1.03 Construction Debris - Waste building materials resulting from construction remodeling, repair or demolition operations.
- 1.04 Container.
- 1.05 Contract Documents – This Franchise Agreement, the Rates for Collection and Recycling of Construction Debris, Certificates of Insurance, and any addenda for changes to the foregoing documents agreed to by the City and the Company.
- 1.06 Contract Year - Each 365 or 366 day period during the term hereof commencing upon the Commencement Date of the franchise agreement and each anniversary thereafter and ending the day prior to the next such anniversary date.
- 1.07 Company - The person, corporation or partnership performing the Construction Debris collection and recycling services under this Franchise Agreement.
- 1.08 Customer - An occupant of a commercial or industrial unit or property within the City who generates Construction Debris and with whom the Company has a contract for collection and recycling of Construction Debris.
- 1.09 Landfill - Any permitted sanitary landfill.
- 1.10 Multi-Family - includes all apartment projects and residential dwellings containing three or more units designed and intended for occupancy by a single family.
- 1.11 Producer - An occupant of a Commercial property who generates Construction Debris.
- 1.12 Recycling - "Recycle" or "Recycling" means any process or portion thereof by which Construction Debris is collected and processed for reuse or returned to use or to market in the form of raw materials or products.
- 1.13 Residential Unit - A single family dwelling and each unit of a multi-family dwelling having no more than two (2) units within the corporate limits of the City.

Comment [PS1]: Define based on size.

## ARTICLE II. GRANT OF FRANCHISE; FRANCHISE FEE

2.01. Grant of Franchise. There is hereby granted to the Company a franchise to have, use and operate a Construction Debris collection and recycling service, within the City of Leander. This grant includes the nonexclusive use of the streets and alleys of the City for such purpose, and does not establish priority for use over other franchise holders, permit holders and the City's or public's use of public property. This franchise and the Company's use of the City streets and alleys, shall be subject to and in accordance with the City Charter, and the policies, procedures and ordinances of the City. Company shall furnish all supervision, materials, personnel, labor, equipment, trucks,

facilities, and all other items necessary and useful to provide Construction Debris collection, removal, and recycling services, for commercial customers, and to perform all of the work called for and described in the contract documents.

2.02. Acceptance of Franchise by the Company. The Company shall, if it accepts this franchise grant, deliver a fully executed copy of this ordinance to the City Secretary, signed and acknowledged by the Company as provided for below, within fifteen days of the final passage of this Ordinance. Upon adoption of this Ordinance and the execution of this Ordinance by the Company, the Company agrees to be bound by all the terms and conditions of this Ordinance. If not accepted and filed as provided above, this Ordinance and the rights and privileges hereby granted shall terminate and become null and void.

2.03. Police Powers. In accepting this franchise, the Company acknowledges that its rights hereunder are subject to the police powers of the City, to adopt and enforce Charter provisions and ordinances necessary to the health, safety and welfare of the public, and that the terms and provisions of the Contract and this Ordinance are subject to the continuing operation, amendment and enforcement of the ordinances and police powers of the City. The City reserves continuing authority and discretion to exercise its police powers in the best interests of the citizens and the discretion of the City Council.

2.04. Franchise Fee. Company shall pay a license, permit and franchise fee to the City equal to ten percent (10%) of its gross revenues within the City, during the initial and any extended term of this Ordinance, as provided in the Franchise. Company shall pay the franchise fee to the City quarterly on all gross revenues received by Company in the preceding quarter for all services provided within the City under this franchise.

### **ARTICLE III. PERFORMANCE STANDARDS; OPERATION**

3.01. Authorized Activity. The Company shall collect and recycle, according to the terms of this Franchise, the Construction Debris materials set forth in Exhibit A to this Franchise. Company agrees that all Construction Debris collected shall be recycled. Company further agrees that in no case will any Construction Debris collected under this Franchise be deposited in a landfill. The Company shall only transport Construction Debris for storage, processing and recycling to locations and in a manner permitted by this Franchise, as well as applicable federal, state, and local law. The parties agree that this Franchise does not authorize Company to utilize the streets, alleys, or public ways to collect or dispose of any industrial or solid waste or waste from any other source, other than Construction Debris. All Construction Debris collected by the Company shall be hauled to the Company's Construction and Demolition Material Recycling Facility located at \_\_\_\_\_.

3.02. Compliance with Laws. The Company shall conduct operations under this franchise in compliance with all applicable local, state and federal laws, rule, regulations and ordinances, including specifically, but not limited to all rules, regulations and laws applicable to employment, the qualifications of persons for employment, the eligibility of persons authorized under applicable law to be employed within the State of Texas. Company shall perform all services under this franchise with qualified personnel. Company shall promptly file with the

applicable state and federal agencies all reports required for each new employee.

3.03. Licenses and Taxes. The Company shall obtain all licenses and permits (other than the license and permit granted by the franchise) and promptly pay all taxes required by the City.

3.03. Customer Complaints. Company shall make provision for receiving and resolving customer complaints and service issues pertaining to service under this Franchise. Any complaints received by the City shall be forwarded to the Company within 72 hours of their receipt by the City, and Company shall respond to all complaints within 48 hours of receiving a complaint from a customer or notice of a customer complaint from the City. The Company shall notify all producers about complaint procedures and regulations.

3.04. Charge for Excessive Customer Complaints. Should the City receive ten customer complaints within a forty five day period, the Company shall be assessed a charge of One Hundred Dollars (\$100.00). Complaints are to verified by the Company and the City's designee. The charge shall be added to the next franchise fee scheduled to be paid to the City.

3.05. Vehicles. All Construction Debris hauled by the Company shall be so contained, tied or enclosed that leaking, spilling or blowing are minimized. All vehicles and other equipment shall be kept in good repair, appearance, and in a sanitary condition at all times. Each vehicle shall have clearly visible on each side the identity and telephone number of the Company.

3.06. Location of Containers for Collection. Each Container shall be placed on the at curbside or alley for collection. Curbside refers to that portion of right-of-way adjacent to paved or traveled City Roadways (including alleys). Carts, Containers, Bags and Bundles shall be placed as close to the roadway as practicable to an access point for the collection vehicle. Company may decline to collect any Cart, Container, Bag or Bundle not so placed or any Refuse not in a cart, container, bag, bin or bundle.

Comment [PS2]: Modify as appropriate.

3.07. Performance Standards. The following performance goals and standards shall be applicable for the purpose of contract monitoring and performance; enhancing sanitary and aesthetic living conditions; protecting the environment; delivering consistent, reliable, convenient and safe services; providing respectful, friendly, responsive communications with customers; and showing a continuing commitment to the community.

(a) Collection areas shall be free of litter and debris larger than three (3) inches within a ten-foot radius of the container.

(b) Company shall make all reasonable efforts to collect waste and refuse regardless of barriers (i.e. blocked streets) except when the safety and health of the Company's employees or the public is placed in danger.

(c) Company will make every effort to maintain a consistent route schedule.

(d) Company will not leave loose Construction Debris, which, during collection, may fall in the streets or yards of the residents.

(e) Company shall not provide collection service one (1) hour before the beginning or one (1) hour after dismissal on a scheduled school date on streets directly adjacent to school campuses.

(f) Drivers will be expressly forbidden to use their emergency brake to stop a moving vehicle, except in an emergency threat to the safety of the driver or general public.

(g) Company shall install a voice mail system, which will provide 24 hour a day and 7 day a week customer communication.

3.08. Hours of Operation. Collection of Construction Debris shall not start before 7:00 a.m. or continue after 7:00 p.m. on the same day. Exceptions to collection hours shall be effected only upon the mutual agreement of the City and Company, or when Company reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.

3.09. Office. The Company shall maintain an office or such other facilities through which he can be contacted. It shall be equipped with sufficient telephones and shall have a responsible person in charge from 8:00 a.m. to 5:00 p.m. on regular collection days.

3.10 Point of Contact. Contact regarding legal issues shall be expressly between the Company and the Director of Public Works or the City Manager.

3.11. Ownership. Title to Construction Debris shall pass to the Company when placed in Company's collection vehicle, removed by Company from a Container, or removed by Company from the Customer's premises, whichever last occurs.

#### **ARTICLE IV. REPORTING REQUIREMENTS**

4.01. Monthly Report. Company shall provide the City with a monthly recycling activity report that shall be due to the City no later than the twentieth calendar day of each month and summarizes the recycling activity for the previous calendar month. The report shall include the following information:

- a. The amount of Construction Debris collected, broken down according to date, route, and type of material;
- b. Summaries of tonnage of method of disposal of Construction Debris, broken down by type of material and facilities where Construction Debris is delivered, broken down by type of material and tonnage;
- c. Copies of receipts from the facilities where Construction Debris is delivered;
- d. Reports of complaints and investigations concerning the Company and the actions taken by Company in response thereto;
- e. A listing of monthly revenue derived from the Construction Debris collected in the City;
- f. Such other information concerning the business of collection, processing, and recycling of Construction Debris as may be required by the City; and

- g. A statement from Company that all Construction Debris has been recycled, and if this statement cannot be made, an explanation.

4.02. Inspection. The City shall have the right to inspect the facilities, equipment, personnel and operations of the Company to assure itself of the appearance, sound business operations and compliance with contractual provisions by the Company. The City shall have the right to inspect Company's records and all papers relating to the performance of this Franchise, including but not limited to information concerning the quality of Construction Debris collected, quantity of Construction Debris collected and sold, number of customers served, the prices charged for each customer, the gross amounts paid to Company from the sale of Construction Debris, as well as amounts paid by Company for recycling collection equipment. Company shall follow TCEQ guidelines for retention of records. Further, the City shall have access to information regarding Company's markets and prices for each type of material sold.

#### ARTICLE V. RATES AND FEES

5.01. Rates. For Construction Debris recycling and collection services performed pursuant to this franchise, the charges payable to the Company shall not exceed [the rates set forth in Exhibit B][as permitted for Commercial Customers by contract with the Customer, as adjusted in accordance with paragraph 5.02]. [The charges and rates for Construction Debris and recycling services shall be negotiated between the Company and Producer prior to collection. If agreement cannot be reached, the matter may be submitted to the City for determination of a reasonable fee.] The rates charged by the Company under this section shall include all collection, recycling, and related costs.

**Comment [PS3]:** Determine extent to which City want to establish rates in franchise.

5.02. Modification of Rates.

**Comment [PS4]:** Address if fees included in contract.

5.03. Billing. The Company shall bill and collect directly from all Customers for services that are provided pursuant to this franchise. City retains the right to ride with the commercial collection unit once a year to verify the commercial accounts.

5.04 Regulatory Authority. The City Council shall have the power and authority to regulate any fees and charges established or imposed by the Company within the City for any Construction Debris collection and recycling services provided and for which the rates are not established pursuant to this franchise.

#### ARTICLE VI. INSURANCE AND INDEMNIFICATION

6.01. Insurance Coverage. The Company shall at all times during the Contract maintain in full force and effect Employer's Liability, Workmen's Compensation, Public Liability and Property Damage Insurance. All insurance shall be maintained with insurers licensed and approved to do an insurance business in the State of Texas. Before commencement of work hereunder, the Company agrees to furnish the City Certificates of Insurance or other evidence satisfactory to the City to the effect that such insurance has been procured and is in force. The certificates shall contain the following express obligation:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder."

For the purpose of the franchise, the Company shall carry the following types of insurance in at least the limits specified below:

<u>Coverage's</u>	<u>Limits of Liability</u>
Workmen's Compensation	Statutory
Employers' Liability	\$1,000,000.00
Bodily Injury Liability	\$1,000,000.00 each occurrence
Except Automobile	\$1,000,000.00 aggregate
Property Damage Liability	\$1,000,000.00 each occurrence
Except Automobile	\$1,000,000.00 aggregate
Automobile Bodily Injury Liability	\$1,000,000.00 each person
Automobile Property Damage Liability	\$1,000,000.00 each occurrence
Excess Umbrella Liability	\$2,000,000.00 each occurrence

A Certificate of Insurance from the Company to the City must be provided. The City must be named on the Company's Insurance Policy as Certificate Holder and Additional Insured.

6.02. Indemnity. The Company agrees to indemnify, defend, and save harmless the City, its agents, officers and employees, against and from any and all claims by or on behalf of any person, firm, or corporation, arising from the conduct of or management of the Company or the franchise; from any occurrence in connection with the franchise; from providing any service required by or contemplated under the franchise; and from any and all claims arising from any breach or default on the part of the Company in the performance of any covenant or agreement on the part of the Company to be performed pursuant to the terms of this franchise, or arising from any act or negligence of the Company, or any of its agents, contractors, subcontractors, servants, employees, or licensees; and from and against all costs, counsel fees, expenses and liabilities incurred in or about any such claim or proceeding brought thereon.

**ARTICLE VII. EFFECTIVE DATE AND TERM**

7.01. Effective Date. This franchise shall be effective on \_\_\_\_\_, 2014.

7.02. Term. The franchise shall be for a five (5) year period beginning on \_\_\_\_\_, 2014 and ending five (5) years thereafter, subject to termination as provided herein.

**ARTICLE VIII. TERMINATION**

8.01 Forfeiture and Termination. In addition to all other rights and powers retained by the City under this franchise or otherwise, the City reserves the right to declare this franchise forfeited and to terminate the franchise and all rights and privileges of the Company hereunder in the event of:

- a. Violation by the Company of any material provision of the Contract or the franchise or any material rule, order, regulation, or determination of the City made pursuant to the franchise, including but not limited to:
  1. Failure to pay the franchise fee;
  2. Failure to materially provide the services provided for in this Franchise;
  3. Failure to recycle all of the Construction Debris, or provide an acceptable explanation for failure to recycle all of the Construction Debris;
  4. Material misrepresentation of fact in the application for or negotiation of this Franchise;
  5. Conviction of any director, officer, employee, or agent of Company of the offense of bribery or fraud connected with or resulting from the awarding of this Franchise;
  6. Material misrepresentation of fact knowingly made to the City with respect to or regarding Company's operations, management, revenues, services or reports required pursuant to this Franchise; or
  7. Revocation or denial of registration or renewal of registration by TCEQ.
- b. Attempt by the Company to evade any material provision of the franchise or to practice any fraud or deceit upon the City or the Company's customers;
- c. City's decision to initiate a municipal waste hauling and removal service or to grant an exclusive franchise.

8.02. Termination Procedure.

- a. If the City seeks to declare a forfeiture or termination under 8.01(a) or (b) above, such action may be taken only after notices and hearings are given as provided in this section.
- b. The City shall mail notice to the Company by registered mail. The notice shall specify the time and place of the hearing and shall include the allegations being asserted for the revocation of this franchise. The hearing shall be conducted in public before the City Council and the Company shall be allowed to present evidence and be given an opportunity to answer to all reasons for the termination set forth in the notice. In the event that the Council determines that the allegations set forth in the notice are true, the council may by majority vote cancel this franchise between the parties at no penalty to the City.

8.02. Receivership. The City shall have the right to cancel this franchise one hundred twenty (120) days after the appointment of a receiver or trustee to take over and conduct the business of the Company, whether in receivership, reorganization, bankruptcy or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of said one

hundred twenty (120) days, or unless:

- a. Within one hundred twenty (120) days after his election or appointment, such receiver or trustee shall have fully complied with all the provisions of this ordinance and remedied all defaults thereunder; and
- b. Such receiver or trustee, within one hundred twenty (120) days, shall have executed an agreement, duly approved by the court having jurisdiction, whereby the receiver or trustee assumes and agrees to be bound by each and every provision of this ordinance and the franchise granted to the Company.

8.03. Bankruptcy. The Council shall have the right to cancel this franchise immediately should the Company liquidate, become insolvent, bankrupt, make a transfer for the benefit of creditors, reorganize and enter into an arrangement for the benefit of creditors, or file a voluntary petition under any section or chapter of the National Bankruptcy Act, as amended, or under any similar law or statute of the United States or state thereof; or should an involuntary petition in bankruptcy be filed against the Company and not be dismissed within one hundred twenty (120) days after the filing.

#### **ARTICLE IX. ASSIGNMENT**

9.01. Assignment. No assignment of the franchise or any right occurring under this Contract shall be made in whole or in part by the Company without the express written consent of the City. Company is not authorized to contract or subcontract with any third party to provide any part or portion of the collection services to be provided by Company under this franchise.

9.02. Subcontractors. Use of subcontractors or subsidiaries or affiliates of the Company, for technical or professional services, shall not be considered an assignment of this agreement; provided that in any such event the Company shall be and remain responsible for all services and performance provided under this franchise. However, the City reserves the right to approve in writing the use of specific subcontractors for technical or professional services.

#### **ARTICLE X. NOTICE**

10.01. Notices. All notices from the Company to the City pursuant to this franchise shall be to the City Manager, City of Leander, 200 W. Willis, Leander, Texas 78646. All notices to the Company pursuant to this franchise shall be to \_\_\_\_\_. The Company shall immediately notify City of any change of address.

#### **ARTICLE XI. MISCELLANEOUS PROVISIONS**

11.01. Time is of the Essence. Whenever this franchise shall set forth any time for an act to be performed by or on behalf of the Company, such time shall be deemed of the essence.

11.02. Nondiscrimination. The Company shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin.

11.03. Amendments. All provisions of the contract documents shall be strictly complied with and conformed to by Company, and no amendment to this franchise shall be made except upon the written consent of the parties. No amendment shall be construed to release either party from any obligation of the contract documents except as specifically provided for in such amendment.

11.04. Force Majeure.

- a. Company shall not be liable for the failure to perform its duties if such failure is caused by a catastrophe, riot, war, government order or regulation, strike, fire, accident, act of God, or similar or different contingency beyond the reasonable control of the Company; provided that Company shall act in a prompt and timely manner to cure any such impediment or failure to perform.
- b. In the event that any provision or portion thereof of any contract document shall be found to be invalid or unenforceable, then, such provisions or portion shall be reformed in accordance with the applicable laws. The invalidity or unenforceability of any provision or portion of any contract document shall not affect the validity or enforceability of any other provision or portion thereof within the contract document; provided that, if Company seeks to invalidate or void any term or provision of this franchise, this franchise shall, at the sole discretion of the City, be terminated and become null and void.

11.05. No Waiver. The Company shall not be excused from complying with any of the terms and conditions of the Contract or this Ordinance by any failure of the City upon any one or more occasions to insist upon or to seek compliance with any such terms or conditions.

11.06. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

## ARTICLE XII. PASSAGE OF FRANCHISE ORDINANCE

12.01. The City Secretary is hereby authorized and directed to make appropriate endorsements over her official hand and the seal of the City and attach for recording upon the final adoption of this Ordinance showing the date of the final passage of this Ordinance; the date of publication of the caption in the official newspaper of the City, and such other matters, including, but not limited to, the acceptance and signature of the Company.

**PASSED AND APPROVED ON FIRST READING** this the \_\_\_ day of \_\_\_\_\_, 2014.

**FINALLY ADOPTED ON SECOND READING** this the \_\_\_ day of \_\_\_\_\_, 2014.

**ATTEST:**

**THE CITY OF LEANDER, TEXAS**

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

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

**ACCEPTANCE**

The Company hereby accepts and agrees to be bound by all the terms and conditions of the City Charter, this Franchise Ordinance, and the Contract.

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**THE STATE OF TEXAS** )

**COUNTY OF** \_\_\_\_\_ )

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, the \_\_\_\_\_ for \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this \_\_\_\_ day of \_\_\_\_\_ 2014

\_\_\_\_\_  
Notary Public - State of Texas  
My Commission Expires:

**EXHIBIT "A"**  
List of Materials to be Collected and Recycled

Wood/Lumber  
Metal/Tin/Steel  
Paper/Cardboard  
Plastics  
Sheet Rock  
Yard Waste/Brush/Stumps  
Concrete/Blocks/Rebar  
Shingles

**EXHIBIT “B”  
Rates**



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

March 19, 2014

RE: Letter of Intent – Request for Commercial Recycling Franchise Agreement

Dear Ms. Haile,

Progressive Waste Solutions of TX, Inc. (formerly IESI Corporation) is submitting this Letter of Intent to obtain a Commercial Franchise Agreement for Non-Residential Recyclable Material Collection with the City of Leander, Texas.

As I have called and discussed previously, we currently have a customer KB Homes that has development projects within the City of Leander and is seeking to recycle as much of their construction materials as possible. Mr. Roger Arriaga with KB Homes has submitted an inquiry to Mr. Robert Powers with the City of Leander requesting to engage a third-party recycling contractor. Mr. Powers provided Mr. Arriaga with the criteria and the process required by the City of Leander for such services. I have attached a copy of the string of emails between Mr. Arriaga and Mr. Powers regarding this request and Mr. Powers.

Progressive Waste Solutions currently owns and operates the IESI Travis County Type IV Landfill located in Travis County. We have built a Construction and Demolition (C & D) Material Recycling Facility at our IESI Travis County Type IV Landfill. The Travis County Type IV Landfill is the only C & D specific landfill in the Austin market and is located in Southeast Travis County on FM 812, just off the 130 Toll Road. The site has 150 acres with 112 acres permitted and currently has more than twelve (12) years capacity remaining.

The Travis County Landfill accepted more than 128,000 tons of C & D material in 2011 of which approximately 3,000 tons (2.3%) was recycled and diverted from the landfill. Based on several factors such as; the City of Austin's Zero Waste Initiative, increase in LEED construction activity downtown, growing environmentalism within the market, improving economy and growth in construction building and permitting, Progressive Waste Solutions elected to initiate the construction of our C & D Recycling Material Facility. The C & D processing equipment for the facility is manufactured by Erin Recycling and will process untreated lumber, metal, shingles, C & D fines, OCC, and residue.

The facility diverts an additional 30% of the annual C & D volumes from the landfill and processes and markets the materials. We leverage OCC into our IESI Central Texas Secure Shredding and Recycling Facility and to the Balcones Recycling Facility; divert sustainable material to the CEMEX plant in San Antonio as alternative fuels; divert inorganic materials such as drywall to organic processing facilities and shingles to asphalt processing plants. We have just initiated a rock crushing operation at the facility in 2014. The diversion and processing of these materials that we have put into place will provide an increase in the life of the Travis County Landfill to 19.5 years capacity. We are also reviewing with TCEQ the use of the C & D fines recovered in this process as Alternative Daily Cover (ADC) for the Travis County

Landfill, which would increase the capacity to 23.9 years and provide additional time to continue diverting these materials from the landfill and back into the market as sustainable and re-useable products.

Progressive Waste Solutions plans to develop the continued growth and expansion of the C & D facility to integrate with our market business plan to develop additional opportunities and sustain an effective recycling initiative. The futures plans for the C & D facility includes:

- Water composting of non-organic materials
- Future relocation and expansion of our existing Central Texas Secure Shredding and Recycling Facility to a 40, 000 square foot facility on a nine acre site
- Development of an Eco Campus in partnership with the Texas Parks & Wildlife to develop a nature trail to tie in with the recycling operations and an educational center

We will be able to demonstrate to the City of Leander that all of the materials that are collected are in fact recycled and we will be able to provide the appropriate documentation requested by the City in the form of reports, tonnages collected and transported, facility materials delivered to and receipts from the recycling and/or processing facility.

We take great pride in the “fact” that customer service, to both the City of Leander and its citizens, is paramount in our corporate thought process. We take the delivery of environmental services very seriously. Our Customer Satisfaction, Safety, Maintenance and Code of Conduct programs are great assets to Progressive Waste Solutions as we deliver services to communities and businesses throughout the United States. Strong communication with both the City and your commercial businesses is a key focus for our company. We at Progressive Waste Solutions consider our relationships with our customers to be a public/private partnership of which we understand the importance and take great pride.

In closing, we are pleased and excited about the opportunity for Progressive Waste Solutions to provide non-residential commercial recycling collection in the City of Leander. Upon review of our request, should you have any questions, do not hesitate to contact me directly at 512-329-1401 or 512-672-9354 (mobile number) or email me at [jhare@iesi.com](mailto:jhare@iesi.com).

Best Regards,

*James R. Hare*

James R. Hare  
District Municipal Marketing Manager  
Progressive Waste Solutions of TX, Inc.

cc: Robert G. Powers, Finance Director, City of Leander, Texas  
Adam Mathews, District Manager, Progressive Waste Solutions South Texas Area  
Gerry Rieger, Division Manager, Progressive Waste Solutions North Austin Division  
David Jacobson, District Sales Manager, Progressive Waste Solutions Central Texas District

**Section 11.05. Franchise for Public Services.** The council shall have the power to grant, amend, renew or extend by ordinance, or deny, the franchises of all providers of public services to the city. Public services include, but are not limited to, ambulance services, cable television services, transportation services, any communication services, sanitation services, and any other service or business using the public streets or property within the city to provide service. The effective period of public service franchises may be set by the council but shall not exceed ten (10) years.

**Section 11.06. Regulation of Franchises.** All grants of franchises as authorized in this charter shall be subject to the right of the council to:

- (a) Determine, fix and regulate the charges, rates or compensation to be charged by the person or entity granted a franchise.
- (b) Repeal the franchise by ordinance at any time upon the failure or refusal of the franchisee to comply with the terms of the franchise, this charter, or any applicable city ordinance or state law, or any valid rule of any regulatory body.
- (c) Establish standards and quality of products or service.
- (d) Require such expansion, extension and improvement of plants and facilities as are necessary to provide adequate service to all the public and to require that maintenance of facilities be performed at the highest reasonable standard of efficiency.
- (e) Prescribe the method of accounting and reporting to the city so that the franchisee will accurately reflect the expenses, receipts, profits and property values used in rendering its service to the public. It shall be deemed sufficient compliance with this requirement if the franchisee keeps its accounts in accordance with the uniform system established by an applicable federal or state agency for such service.
- (f) Examine and audit at any time the accounts and other records of any franchisee and to require annual and other reports prescribed in the franchise ordinance.
- (g) Require such compensation, regulatory, rental and franchise fees as may not be prohibited by law.
- (h) Impose such regulations and restrictions as may be deemed desirable or conducive to the health, safety, welfare and accommodation of the public.
- (i) Require the franchisee to restore at its expense all public or private property to a condition equal to or better than that before being damaged or destroyed by the franchisee.

Debbie,

Thank you for the notification of the pending public hearing on June 2, 2014 at 7:00 pm regarding our request for the C & D Recycling Franchise Agreement. As per your request to provide a list of the materials we would be recycling I am listing the recyclable materials below as well as attaching a copy of the report sheet that accompanies each roll off container with C & D recyclable materials that is received at our facility. Following is the list of recyclable materials we accept:

- \* untreated wood/lumber
- \* metal/tin/steel
- \* paper/cardboard
- \* plastics
- \* sheet rock
- \* yard waste/brush/stumps
- \* concrete/blocks/rebar

Please contact me if you need any further information.

Best regards,

Jim

--

Jams R. Hare  
Progressive Waste Solutions of TX, Inc.  
District Municipal Marketing Manager

**[PUBLISH ONE TIME ON AT LEAST 10 DAYS BEFORE THE PUBLIC HEARING]**

**NOTICE OF PUBLIC HEARING**

The City Council of the City of Leander, Texas will hold a public hearing in the Council Chambers at the Pat Bryson Municipal Hall, 201 North Brushy Street, Leander, Texas on June 5, 2014, at 7:00 p.m. for the purpose of receiving public comments on a proposed franchise or permit for Progressive Waste Solutions of TX, Inc. (formerly IESI Corporation) to provide recycling services within the City of Leander.



**Executive Summary**

**June 05, 2014**

**Council Agenda Subject:** An ordinance of the City of Leander amending Article 4.03, Alarm systems of code of ordinances; and amending code of ordinances, appendix "A", fees, section A4.001 relating to alarm permit fees; providing for effective date; and providing for other matters.

**Background:** On December 10, 2013, the City of Leander issued a Request for Proposal (RFP) for Alarm Management. The scope of services was to provide, install, and operate the Alarm Permit and False Alarm Program for the Leander Police Department. Only one proposal was received from PMAM Corporation. If approved, the current alarm ordinance would need to be revised to coincide with the new alarm permit and false alarm program.

**Origination:** Greg Minton, Chief of Police

**Financial Consideration:** No cost to the City. A revision is being proposed to increase the annual alarm renewal fee from \$15 to \$30 annually.

**Recommendation:** Staff recommends the approval of the revised ordinance without modifications.

**Attachments:** Ordinance

**Prepared by:** Debbie Haile, City Secretary

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

**AN ORDINANCE OF THE CITY OF LEANDER AMENDING ARTICLE 4.03, ALARM SYSTEMS OF CODE OF ORDINANCES; AND AMENDING CODE OF ORDINANCES, APPENDIX “A”, FEES, SECTION A4.001 RELATING TO ALARM PERMIT FEES; PROVIDING FOR EFFECTIVE DATE; AND PROVIDING FOR OTHER MATTERS.**

**Whereas**, the City is authorized to regulate commercial and residential alarm systems within the city by ordinance and in conformity with state law; and

**Whereas**, the number of false alarms responded to by the Police Department personnel is substantial; and

**Whereas**, the City desires to reduce the number of false alarm notifications by encouraging the proper design, installation, operation and maintenance of the alarm systems; and

**Whereas**, it is appropriate for the City to recover the costs associated with alarm regulation and false alarms as much as possible and to maintain public service program fees and recoup the expenditures of such programs.

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

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

**Section 2. Amendment of Alarm Systems Article.** Article 4.03, and Appendix A, Fees, Section A4.001 of the Code of Ordinance, the City of Leander, Alarm Systems Regulations and Fees are hereby modified and amended by repealing and entirely replacing Article 4.03 to read as follows:

\*\*\*\*\*

**ARTICLE 4.03 ALARM SYSTEMS<sup>\*</sup>**

**Division 1. Generally**

**Sec. 4.03.001 Purpose**

The purpose of this ordinance is to encourage Alarm Users and Alarm Companies to properly use and maintain the operational effectiveness of Alarm Systems in order to improve the reliability of Alarm Systems and reduce or eliminate False Alarms.

**Sec. 4.03.002 Definitions**

For the purpose of this article, all words shall have the normal and ordinary meaning, and the following definitions shall apply unless the context clearly indicates or requires a different meaning:

Alarm administrator. the Chief of Police or his/her designated representative who shall administer, control and review False Alarm reduction efforts and administer the provisions of this Ordinance.

Alarm notification. A notification intended to summon the police, which is designed either to be initiated purposely by a person or by an alarm system that responds to a stimulus characteristic of unauthorized intrusion. (Recorded messages to any police station are prohibited herein.)

Alarm site. The specific property served by an alarm system that is under the control of one owner, tenant or lessor. Each unit, if served by a separate Alarm System in a multi-unit office building or apartment complex, shall be considered a separate Alarm Site.

Alarm system business. Any person who or entity that sells, installs, services, monitors, or responds to any alarm systems.

Automatic dial. Any device connected to an alarm system which automatically sends a prerecorded message or coded signal indicating the activation of the alarm system to a predetermined location.

Burglar alarm system (herein referred to as “system” or “alarm” unless otherwise indicated).

(1) Any electrical, mechanical, or electronic device or assembly of equipment that emits, transmits, or relays a signal intended to summon, or that would reasonably be expected to summon, by direct or indirect means, the aid of the police services of the city. Such systems are “categorized” as to the following types or combinations of types:

- (A) Residential burglar alarm;
- (B) Residential medical emergency alarm;
- (C) Residential duress alarm; or
- (D) Commercial burglar alarm.

(2) For purposes of this article, the following types of alarm systems are exempted:

- (A) An alarm system installed in a motor vehicle, unless the vehicle is permanently located at a site;
- (B) An alarm system designed to alert only the inhabitants of the premises which does not have a local alarm;

- (C) An alarm system installed upon premises occupied by the United States government or the state government when they occupy property owned by the state;
- (D) An alarm system designed solely to detect or give notice of fire or smoke; and
- (E) Any communications device not designed solely for alarm notification.

Chief of police. The chief of police for the city, his assistant chief or any representative designated by departmental operational order as alarm administrator.

City means the City of Leander, Texas.

Disconnect. To render an alarm disabled so as to prevent any direct or indirect notification to the police department by a silent or local alarm.

Expired permit. An invalid permit due to an expiration of the term of the permit period defined herein.

False alarm notification. An alarm notification to the police department when the responding officer or a subsequent investigation finds no evidence of unauthorized intrusion, an attempted unauthorized intrusion, robbery, attempted robbery or other illegal activity for which the alarm was intended to report.

Local alarm. An alarm system that emits a signal at an alarm site that is audible or visible from the exterior of a structure.

Master alarm permit. A permit issued to the owner or property manager of a residential apartment complex which has an alarm system operated in one or more of the individual residential units. The fees for a master alarm permit shall be the same as those for an alarm permit.

Person. An individual, corporation, partnership, association, organization or any legal entity.

Relaying intermediary. Any person who reports the activation of an alarm to the police department for compensation.

Robbery alarm system (herein referred to as “system” or “alarm” unless otherwise indicated). Any electrical, mechanical, or electronic device or assembly of equipment that emits, transmits, or relays a signal intended to summon, or that would reasonably be expected to summon, by direct or indirect means, the aid of the police services of the city in response to a robbery. Such systems are “categorized” as to the following types or combinations of types:

- (1) Commercial holdup alarm; or

- (2) Manual holdup alarm indicating the presence of a robbery suspect.

**Sec. 4.03.003 Permit Required**

- (a) A person must obtain a permit, as is more thoroughly set out in Division 2, issued by the police chief before the person operates an alarm system.
- (b) A person must obtain a separate permit for each alarm site.
- (c) A permit holder must:
  - (1) Keep the alarm permit at the alarm site; and
  - (2) Produce the permit for inspection at the request of an employee of the police department.

**Sec. 4.03.004 Operation and maintenance**

- (a) A permit holder shall:
  - (1) Maintain the premises containing an alarm system in a manner that ensures proper operation of the alarm system;
  - (2) Maintain the alarm system in a manner that will minimize false alarm notifications;
  - (3) Respond or cause a representative to respond within one hour when notified by the city to repair or inactivate a malfunctioning alarm system, to provide access to the premises, or to provide security for the premises;
  - (4) Not manually activate an alarm system for any reason other than occurrence of an event that the alarm system was intended to report;
  - (5) Utilize relaying intermediaries for residential alarm systems of all classification types; and
  - (6) Utilize relaying intermediaries for commercial alarm systems of all classification types.
- (b) A permit holder of a local alarm shall adjust the mechanism or cause the mechanism to be adjusted so that an alarm signal will sound for no longer than fifteen (15) minutes after being activated.

(c) A permit holder shall maintain at each Alarm Site a set of written operating instructions for each Alarm System.

**Sec. 4.03.005 Violations**

(a) No person shall operate, cause to be operated or allow the operation of an alarm system:

- (1) Without a valid permit issued under the provisions of this article;
- (2) Without being in compliance with the procedures and provisions of this article;  
or
- (3) That automatically dials the 911 emergency communications system.

(b) No person shall knowingly cause a false alarm to be activated.

**Sec. 4.03.006 Penalties.**

(a) Any person who shall violate any of the provisions of this article, or fail to comply therewith or with any requirements thereof, within the city limits, shall be deemed guilty of an offense and shall be liable for a fine in accordance with the general penalty provision found in [section 1.01.009](#) of this code. Each day the violation exists shall constitute a separate offense.

(b) Any person who operates, causes to be operated, or allows to be operated an alarm system without a valid permit shall be charged a fee as set forth in the false notification section herein. This is in addition to any criminal penalty imposed for violation of this article.

**Sec. 4.03.007 Fees**

(a) No fee under this article will exceed One Hundred Dollars (\$100.00); provided that permit fees under this article for a residential location shall not exceed Fifty Dollars (\$50.00).

(b) All fees under this article shall be set herein and such fees shall only be utilized to offset costs associated with the implementation, enforcement, personnel training, and general administration of this article by the police department.

(c) A late payment fee will be charged for fees not paid on time.

(d) The permit holder of record shall pay all fees incurred under such permit, including false alarm fees.

**Sec. 4.03.008 Policies and procedures; duties of Alarm Administrator**

(a) The chief of police shall institute policies and procedures in the form of operational orders to implement this article.

(b) The chief of police shall publish pertinent excerpts from this article and any relative policy statements that may be issued concerning the standards for the operation of alarm systems subject to this article. Each permit holder will be provided copies of these standards and all changes thereto.

(c) The chief of police shall establish a procedure for the notification to the permit holder or alarm user of fees and/or fines and shall include the date and time of the police response; the identification number of the responding officer, the amount of the fees/fines; and a statement urging the permit holder or alarm user to ensure that the Alarm System is properly operated, inspected and services in order to avoid future False Alarms and resulting fines.

(d) The chief of police shall establish a procedure to check and ensure that Alarm Installation Companies and Monitoring Companies who operate within the City have and maintain a License through the Texas Department of Public Safety Private Security Bureau.

(e) The chief of police shall establish a procedure to ensure that Alarm Installation Companies and/or Monitoring Companies that purchase accounts from another company or person shall notify the chief of police of such purchase and provide a complete list of the acquired customers, in a format the Alarm Company is capable of producing, that includes the following:

1. Registration Number;
2. Customer Name;
3. Alarm Site address;
4. Acquisition Date;
5. Alarm Company License Number.

The information provided to a governmental body under this section is confidential and may not be disclosed to the public except as required by law.

#### **Sec. 4.03.009 Police response**

(a) The response, if any, made to a signal from a permitted alarm system shall be subject to the policies and procedures of the police department and will be in accordance with the priorities set for police response.

(b) The issuance of a permit authorizing the use of an alarm system is not intended to nor shall it create a contract, either express or implied, nor does it create a duty or guarantee of response by the city police department. Any and all liability and consequential damages resulting from the failure to respond to a notification are hereby disclaimed and governmental immunity as provided by law is retained.

#### **Sec. 4.03.010 False notifications**

(a) The holder of an alarm permit shall pay a service fee as provided for in the fee schedule found in appendix A of this code. Such service fees shall begin and be collected in instances

where the calls for service from an alarm site are in excess of five false alarms within the preceding 12-month period.

(b) For any alarm notification for which a service fee is assessed, the chief of police has the authority to investigate the circumstances of the alarm, and may waive the payment of the fee. Police responses in excess of thirty (30) minutes response time shall not result in a false alarm incident for the purposes of this article's associated service fees.

**Secs. 4.03.011–4.03.040 Reserved**

**Division 2. Permit**

**Sec. 4.03.041 Required**

(a) An alarm system may not be operated without a permit issued by the chief of police. Upon enactment, permits shall be issued for new systems conforming to the Security Industry Association (SIA) Control Panel Standard with features for false alarm reduction. Existing systems at the time of enactment not conforming to SIA, but conforming to the requirements of state law, shall be permitted or renewed within the guidelines of this article until such time as such systems are significantly modified or converted, or taken over by another alarm company. On or after January 1, 2007, permits for new installations of such systems with a detection device control panel, such device shall meet or exceed the standards of the American National Standards Institute for false alarm reduction.

(b) A separate permit is required for each alarm site.

(c) The permit holder shall keep the alarm permit at the alarm site and shall produce such permit for inspection upon request of any member of the police department.

(d) If the permit holder does not advise the police department that they have relinquished control of the alarm site, and cancel their permit, the permit holder is responsible for outstanding fees associated with that permit.

(e) All persons having alarm systems at the time of enactment of this article shall have 6 months from the time of the enactment of this article to request a permit and comply with the terms of this article. All new installations shall comply with the terms of this article upon the passage and publication of the caption.

**Sec. 4.03.042 Apartment complexes (multi-unit housing)**

(a) The owner or property manager of an apartment complex shall obtain a master alarm permit if any alarm system is operated in any residential unit on the premises, whether the alarm system is furnished by the apartment complex owner or contracted for by an individual tenant.

(b) A tenant of an apartment complex shall obtain a permit before operating or causing the operation of an alarm system in his/her residential unit. Such permits shall be issued individually to tenant(s) for that particular apartment unit.

(c) The permit of the tenant supersedes the master permit of the apartment complex, and the tenant shall be responsible for payment of fees for false alarm notifications emitted from the alarm system in the tenant's unit. The master alarm permit holder is responsible for payment of service fees for false alarm notifications emitted from unoccupied units or where no permit has been obtained by the tenant. In such instances the alarm administrator or designee shall notify master permit holders as to:

- (1) The date of the signaling of the false alarm;
- (2) The address of the multi-unit housing facility where the signaling of the false alarm occurred; and
- (3) The identification of the individual facility, if applicable, located on the multi-unit housing facility premises where the signaling of the false alarm occurred.

(d) The owner or property manager of an apartment complex shall obtain a separate alarm permit for any alarm system operated in a nonresidential area of the apartment complex, including, but not limited to, common tenant areas and office, storage and equipment areas.

**Sec. 4.03.043 Application; transfer; term**

(a) An application for a permit shall be made by a person who owns, leases, resides at, or manages the alarm site.

(b) The application and the required fee, as provided for in the fee schedule in appendix A of this code, shall be submitted to the police department on a form provided by the department. Any false statement made by an applicant shall be investigated as a violation of Texas Penal Code section 37.10, "Tampering with Governmental Record," a third degree felony.

(c) An alarm permit is issued to an individual or corporate entity and is nontransferable and nonrefundable unless such permit is purchased as set forth herein.

(d) The date of issuance will be the date the application is processed.

(e) A permit shall issue for a one-year period.

**Sec. 4.03.044 Grounds for denial**

A permit may be denied for:

- (1) Any false statement on the application;

- (2) Any false statement by the applicant in connection with the application; or
- (3) An applicant has failed to pay a service fee assessed under this article, or has had an alarm site [permit] revoked, and the violation causing the revocation has not been corrected.

**Sec. 4.03.045 Renewal**

An application to renew a permit must be submitted one month prior to the end of the term of the permit. The application must include the completed application for renewal and appropriate fees. A late fee, as provided for in the fee schedule found in appendix A of this code, will be assessed. Permit holders not applying for renewal will be provided 30 days' notice of nonrenewal of such permit prior to termination of the permit. The term of the renewal is one year.

**Sec. 4.03.046 Revocation**

The chief of police shall have the authority to revoke an alarm permit if he determines that:

- (1) There was a false statement made in the application for a permit.
- (2) Any false oral statement was made by the applicant in connection with the permit application.
- (3) The permit holder has habitually violated the provisions of this article.
- (4) The permit holder has failed to make payment of any fees assessed under this article.
- (5) The permit holder does not maintain the alarm system in a manner that minimizes false alarm notifications or ensures proper operation of the alarm system and such actions result in ten (10) or more false alarms in the preceding 12-month period.
- (6) All actions under this section for revocation of permits shall include a 30-day notice of the city's intent to revoke before action is taken.

**Sec. 4.03.047 Appeals**

(a) If the chief of police refuses to issue a permit or revokes a permit, the chief shall notify the applicant or holder by certified mail, return receipt requested. The applicant or holder may appeal the decision by filing a notice of appeal with the City Secretary. This notice setting forth the reasons for appeal must be received within ten (10) calendar days of the date of receipt of the notice of revocation. The receipt of the notice of appeal will stay the revocation of the permit. If the notice of appeal is not timely filed, the revocation is final.

(b) The city manager or designee will serve as the hearing officer to hear the appeal. At the hearing, the formal rules of evidence do not apply. The hearing officer shall make his decision on the basis of a preponderance of the evidence presented. The hearing officer must render a decision within sixty (60) days after the appeal is filed. The hearing officer may affirm, reverse, or modify the action of the chief. The decision of the hearing officer is final.

**Sec. 4.03.048 Reinstatement**

A permit may be reinstated by the chief of police when the revoked permit holder pays the application fee, as well as any fines or late fees, and shows that:

- (1) The fees required under this article have been paid or otherwise resolved;
- (2) The alarm system is operated in accordance with the requirements of this article by submitting a certificate from an Alarm Installation Company, stating that the alarm has been inspected and repaired or upgraded (if necessary) and the owner has been afforded proper training on the use and operation of the alarm; and
- (3) A current application is submitted.

**Section 3. Amendment of Appendix A, Fees, Section A4.001 “Alarm System Fees”.** The Code Appendix A is hereby amended by modifying section A4.001 to read as follows:

**Sec. A4.001 Alarm system fees**

(a) False alarm service fees.

- (1) The holder of an alarm permit shall pay a service fee of Seventy-five Dollars (\$75.00) if the permitted alarm site has had in excess of five but fewer than eight false alarms within the preceding 12-month period or One Hundred Dollars (\$100.00) if the site has had in excess of seven (7) false alarms within the preceding 12-month period.
- (2) For any alarm notification for which a service fee is assessed, the chief of police has the authority to investigate the circumstances of the alarm, and may waive the payment of the fee. Police responses to alarm calls for service in excess of thirty (30) minutes response time shall not result in a false alarm incident for the purposes of assessing service fees.

(b) Permit fees.

- (1) Permit application.

(A) An application for a permit shall be made by a person who owns, leases, resides at, or manages the alarm site.

(B) The application and the required fee of Thirty Dollars (\$30.00) shall be submitted to the police department on a form provided by the department. Any false statement made by an applicant shall be investigated as a violation of Texas Penal Code section 37.10, "Tampering with Governmental Record," a third degree felony.

(C) An alarm permit is issued to an individual or corporate entity and is nontransferable and nonrefundable.

(D) The date of issuance will be the date the application is processed.

(E) A permit shall issue for a one-year period.

(2) Permit renewal and term; late fee. An application to renew a permit must be submitted one month prior to the end of the term of the permit. The application must include the completed application for renewal and appropriate fees as described in the original application process in subsection (a)(2) above except that the renewal fee shall be Thirty Dollars (\$30.00) per year after the year of the initial application. A late fee of Five Dollars (\$5.00) will be assessed for untimely renewal applications. Permit holders not applying for renewal will be provided thirty (30) days' notice of nonrenewal of such permit prior to termination of the permit. The term of the renewal is one year.

\*\*\*\*\*

**Section 4. Amendment of Ordinances.** Article 4.003, and Appendix A, Section A4.001 are hereby amended as indicated herein and all ordinances or parts thereof conflicting or inconsistent with the provisions of this ordinance as adopted and amended herein, are hereby amended to the extent of such conflict. In the event of a conflict or inconsistency between this ordinance and any other code or ordinance of the city, the terms and provisions of this ordinance shall govern.

**Section 5. Effective Date.** This Ordinance shall be in full force and effect immediately upon its passage and publication in the manner required by the Texas Local Government Code and the City's Charter.

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

If any provision of the Ordinance shall be adjudged by a court of competent jurisdiction to be invalid, the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision, and to this end the provisions of this Ordinance are declared to be severable.

**Section 7. Open Meetings.** It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

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

ATTEST:

**The City of Leander, Texas**

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

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



**Executive Summary**

**June 05, 2014**

**Council Agenda Subject:** Consider approval of a contract between the City of Leander and PMAM Corporation for Alarm Program Administration and Collection Services; and authorizing the City Manager to sign.

**Background:** On December 10, 2013, the City of Leander issued a Request for Proposal (RFP) for Alarm Management. The scope of services was to provide, install, and operate the Alarm Permit and False Alarm Program for the Leander Police Department. Only one proposal was received from PMAM Corporation.

**Origination:** Greg Minton, Chief of Police

**Financial Consideration:** There is no start up cost for the City. PMAM and the City will share in the alarm revenues with 75% of the revenues going to the City and 25% of the revenues going to the PMAM Corporation.

**Recommendation:** We believe this program will provide a better service to our citizens as well as increase efficiencies to the Police Department and the City. Staff recommends the City Council authorize the City Manager to sign a service agreement with PMAM Corporation for management of our Alarm Permit and False Alarm Program

**Attachments:** PMAM Service Agreement

**Prepared by:** Debbie Haile, City Secretary

**CONTRACT FOR ALARM PROGRAM  
ADMINISTRATION AND COLLECTION SERVICES**

This contract (hereinafter "Agreement") is made and entered into by and between PMAM Corporation, a Texas Corporation whose address is 5430 LBJ Freeway, Ste 370 Dallas, TX 75240, (hereinafter referred to as "Contractor") and the City of Leander, (hereinafter referred to as "City") to be effective upon approval and subsequent execution by the City Manager or designee.

**Recitals**

WHEREAS, the City desires to engage the services of Contractor to provide installation, conversion, operation and service of a False Alarm Management Program including the collection services in accordance with the City's alarm ordinances; and

NOW THEREFORE, in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

**Article 1**  
**Scope of Services**

1.1 The parties agree that Contractor shall perform such services in accordance with the terms and conditions of the City's alarm ordinance. The parties' agreement consists of the following items referred to as the "Agreement Documents":

Agreement by and between the City and Contractor  
Scope of Work and Contract Requirements – Exhibit A  
Pricing and Receipt of Collections - Exhibit B

In the event of a conflict in interpretation, the documents shall control in the order listed above or as further modified by agreement by the parties as a result of software implemented and deployed by the parties.

**Article 2**  
**Terms of Agreement**

- 2.1 The initial term of this Agreement shall be for a period of five (5) calendar years. The City reserves the option of extending the Agreement as an automatic renewal on a biannual basis for an additional two (2) year term or portion thereof.
- 2.2.1 Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in pricing included in this contract as Exhibit "B". The compensation is based on a revenue sharing model.

- 2.3 At any time during the term of this Agreement, the City may request that Contractor perform Special Services. As used herein, special services means any work which is determined by the City to be necessary for this Agreement, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall undertake such special services after receiving the authorization from the City, and shall submit the itemized invoices with net fifteen (15) days payment terms.

### **Article 3**

#### ***Contractor Responsibilities***

- 3.1 Contractor agrees to and shall defend, indemnify and hold harmless the City, its officers, employees, agents and volunteers from and against all claims, damages, losses and expenses, including attorney's fees, litigation costs and expenses, arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of Contractor, any subcontractor of Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the sole negligence or willful misconduct of the City. Contractor also agrees to adhere to all applicable local, state, and federal consumer debt collection laws. Lack of insurance coverage does not negate Contractor's obligation under this paragraph of this Agreement.
- 3.2 At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of the City. The City shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement. The City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement.

### **Article 4**

#### ***The City's Responsibility***

- 4.1 The City shall cooperate with and assist Contractor by, among other things, making available, as reasonably requested by Contractor, management decisions, personnel, information, approvals, IT assistance and acceptance that are needed by the Contractor to carry out its obligation under this Agreement.

### **Article 5**

#### ***Insurance Requirements***

- 5.1 Contractor shall, at its own expense, purchase, maintain and keep in force during the term of this Agreement such insurance as set forth below. Contractor shall not commence work under this Agreement until it has obtained all the insurance required under this Agreement and such insurance has been approved by the City, nor shall Contractor allow any subcontractor to commence work on its subcontract until all similar insurance of the subcontractor has been obtained and approved. The insurance requirements shall remain in effect throughout the term

of this Agreement. Contractor, at Contractor's sole cost, shall purchase and maintain, during the term of this Agreement, insurance coverage providing not less than the following:

- 5.1.1** Comprehensive or Commercial General Liability: \$500,000 combined single limit per occurrence for bodily injury, personal injury or death and property damage. The coverage's under this policy shall include those found in the Comprehensive General Liability Broad Form endorsement. This policy shall have no standard coverage removed by exclusions.
  - 5.1.2** Automobile Liability: \$500,000 combined single limit per accident for bodily injury and property damage. Coverage should be provided as a "Code 1," any auto.
  - 5.1.3** Workers' Compensation and Employers' Liability: Statutory. Employers Liability policy limits of \$100,000 for each accident, \$500,000 policy limit-Disease. The insurer shall agree to waive all rights of subrogation against the City, its officials, employees and volunteers for losses arising from the activities under this Agreement.
- 5.2** All insurance policies, other than Professional Liability, provided under this Agreement shall be written on an "occurrence" basis.
  - 5.3** The City shall be named as additional insured on the General Liability and Automobile Liability insurance policies. These insurance policies shall contain the appropriate additional insured endorsement signed by a person authorized by that insurer to bind coverage on its behalf. If Contractor, for any reason, fails to maintain insurance coverage which is required under this Agreement, the failure shall be deemed a material breach of contract. The City, at its sole option, may terminate this Agreement.
  - 5.4** Each insurance policy shall be endorsed to state that coverage shall not be canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been provided to the City, or in the event of cancellation because of nonpayment of premium, that the insurer shall give written notice to the City not later than ten (10) days following cancellation,
  - 5.4** Insurance is to be placed with insurers with a Best rating of no less than A:VII. Insurers must be duly authorized to transact business in the State of Texas.
  - 5.5** Certificates of Insurance if requested shall be submitted on the Accord form only. Certificates and endorsements effecting coverage required by this clause shall be forwarded to: Purchasing Department.

## **Article 6**

### ***Termination of Agreement***

#### **6.1** Grounds for Termination

- 6.1.1** The City shall inform in writing to Contractor, if Contractor fails to perform its duties under this Agreement with a ninety (90) days window to correct the problem. Contractor shall remedy the problem within ninety (90) days from the receipt of such notices. Should Contractor fail to remedy the problem within ninety (90) days, the City may terminate this Agreement with no further notice.
- 6.1.2** The City may terminate this Agreement any time after the first twelve (12) months by giving ninety (90) days written notice to Contractor. The City shall pay for all services performed under this Agreement to Contractor up to the termination date. .
- 6.1.3** Contractor's Fee Schedule and pricing for any and all Services to be provided by Contractor to the City under this Agreement have been set, established and agreed to be based upon the current provisions of applicable City ordinances relating to alarms. Should said ordinances change at any time during the term of this Agreement to reduce the applicable fee, fines and charges, then the Contractor reserves the express right to enter into good faith negotiations with the City to modify the Fee Schedule and pricing accordingly. If, within thirty (30) days of notice from Contractor to the City of its desire to so renegotiate, the parties are unable to reach an agreement mutually acceptable to both parties, then Contractor reserves the right to terminate this Agreement. Said termination shall not be deemed to be a default by Contractor under this Agreement, Contractor shall be paid all fees and costs due and owing Contractor as of the date of said termination.

## **6.2** Effect of Termination

- 6.2.1** If this Agreement is terminated as provided herein, the City requires Contractor to provide all finished and/or unfinished data and other information of any kind possessed by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such information within fifteen (15) days of the request. Specifically, in the event the City shall terminate this Agreement:
  - 6.2.1a** All data relating to alarm permits shall be owned by the City. Upon termination of this Agreement, Contractor shall deliver to the City all data in MS-SQL format.
  - 6.2.1b.** Contractor retains all right and title to the Application software, including but not limited to, all publication rights, all development rights, all reproductions rights, and all rights that may follow from the commercial development of the software. The City does not acquire any ownership rights to the Application software. The Software is protected in favor of PMAM, as well as any future registered trademarks, are trademarks of PMAM.

- 6.2.1c.** The proprietary software is considered loaned to the City during the duration of this Agreement as laid out in this Agreement and the City will not have any access to PMAM's proprietary software after the conclusion of the Agreement.

## **Article 7**

### ***Confidentiality of City Information***

- 7.1** At all times, the Contractor shall recognize the City's sole and exclusive ownership of all documents and information provided by the City or generated by Contractor, based on information provided by the City relating to the basic and special services, and the sole and exclusive right and jurisdiction of the City to control the use of this information.
- 7.2** The Contractor agrees that neither it, or its employees, subsidiaries, subcontractors, agents, or parent company shall disclose confidential information, to any person or to anyone except as necessary to perform the basic and special services under this Agreement, without the expressed written permission of the City or unless required to do so by law.
- 7.3** The Contractor shall further agree that in the event that any documents containing confidential information should be improperly used or be removed in any way from the possession or control of the Contractor or by anyone except the City or authorized representatives, the Contractor shall immediately notify the City orally and in writing, and shall join with the City at their request in taking such reasonable steps as the City may deem advisable to enjoin the misuse and regain possession of such confidential information, or steps otherwise necessary for the protection of the City's rights and the confidentiality of the information.
- 7.4** The Contractor agrees to return any and all data furnished and information derived hereunder promptly upon a request by the City and its authorized designee.

## **Article 8**

### ***General Provisions***

- 8.1** This Agreement and its attachments constitute the sole and only agreement between the parties and supersede any prior understandings written or oral agreements between the parties with respect to this subject matter.
- 8.2** Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.



Services Agreement for  
Alarm Management

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the

\_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_.

City of Leander

PMAM Corporation

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

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

**Authorized Designee**

Pankaj Kumar, CEO

Attest:

Attest:

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to Form:

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## **Exhibit A**

### **Scope of Work and Requirements**

#### **Scope of Work:**

It will be the Contractor's responsibility to provide, install, and operate the Professional Services Alarm Management Services Program based on a "False Alarm Management Solution" system hereafter referred to as a FAMS system and all other necessary equipment and services on a "software as a service" basis. The Contractor shall develop FAMS system interface to upload data from the City Police Record Management System (RMS) and Geographical Interface System (GIS) Systems as an integral part of maintaining compliance with the alarm ordinance. The Contractor shall accurately convert all pertinent data downloaded from the City's current primary alarm and accounts/receivable databases to populate the FAMS system. Effective interfaces shall ensure that all parties share and benefit from the most current and accurate information and do not cause any disruption to the City of Leander Police Department's operations.

Contractor shall provide appropriate supplies and services including but not limited to;

1. Single point of contact and daily resident assistance
2. Maintenance of databases:
  - a. Alarm permits
  - b. Permit Holders
  - c. Permit Holders with outstanding charges
  - d. Non-permitted locations with outstanding charges
  - e. Address verification database
3. Collection of payments in accordance with the rates established by the alarm ordinance, and any implementing resolutions or orders, as may be amended from time to time by the City
4. Performance of all the billing in accordance with the City's alarm ordinance, as may be amended from time to time by the City
5. Generation of the following reports including but not limited to:
  - a. New alarm permits issued and fees collected
  - b. Annual permit renewals billed and fees collected
  - c. Permits inactivated or revoked and reason for inactivation or revocation
  - d. Permits reinstated and reason for reinstatement
  - e. Number of false burglar alarms
  - f. Number of false burglar alarms billed and fees collected

- g. Number of false robbery alarms
  - h. Number of false robbery alarms billed and fees collected
  - i. Number of reinstatement fees billed and fees collected
  - j. False burglary and/or robbery alarms for permit owners
  - k. False burglary and/or robbery alarms for non-permitted owners
  - l. Suspension or revocation Report for permit holders as per ordinance, if applicable
6. System functionality to capture the following information:
- a. Permit number
  - b. Permit issue date
  - c. Permit expiration date
  - d. Permit type (residential / commercial)
  - e. Name of business or residential permit holder
  - f. Site
    - 1) Street address and zip code of property
    - 2) Type of property (residential / commercial)
    - 3) Telephone numbers
    - 4) Contact persons (minimum of 2) and phone number(s)
    - 5) Type of alarm system installed (burglary, panic, robbery)
  - g. Billing
    - 1) Name
    - 2) Full mailing address (includes zip code)
    - 3) Contact person and phone number(s)
  - h. Permit Holder Responsible for Alarm
    - 1) Name
    - 2) Complete mailing address
    - 3) Phone numbers
  - i. Name and telephone number of alarm monitoring company
  - j. Name and telephone number of company that installed the alarm system
  - k. Special Medical Concerns
  - l. Pet Information
7. System functionality to generate notices to alarm users without permits
8. Transfer on line and/or via magnetic media a skeleton version of entire registration database from FAMS system to RMS including the following:
- 1) Permit number (or non-permitted identifier)
  - 2) Name of permit holder
  - 3) Location of permit holder
  - 4) Permit status

Services Agreement for  
Alarm Management

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- 5) Expiration date
  - 6) Last false alarm incident date and time
  - 7) Alarm type (i.e., burglar, panic, etc.)
  - 8) False alarm incident count
9. Transfer on line and/or via magnetic media incident records from RMS to FAMS including:
- 1) Incident number
  - 2) Priority
  - 3) Call code
  - 4) Disposition
  - 5) Date
  - 6) Time:
    - (a) Received
    - (b) Dispatched
    - (c) Arrived
    - (d) Cleared
  - 7) Remarks
  - 8) Site name and address
  - 9) Reportee name, address, phone number
  - 10) Dispatcher- employee number and terminal
  - 11) Phone clerk - employee number and terminal
  - 12) Cleared code and disposition (true/false)
  - 13) Officer number
  - 14) Unit(s) assigned

**Collection requirements and provisions:**

PMAM will design, implement and maintain a system to serve as the billing and collections agent and accounts receivable (A/R) manager for the City Alarm Program Administration and Collection Service. The Contractor will provide all hardware, software, materials, supplies, space, and staff resources as required. The system will meet the following collection specifications:

1. Bill format will provide stub or appropriate remittance form to accompany payment
2. Bill format, permit forms, envelopes and related correspondence will identify the location of a Contractor staffed and maintained office so the customer may have the ability to obtain direct answers to questions about their bills and related false alarm system information
3. All bills, correspondence and related matters will be approved by the City
4. Bills will be due in time lines specified in the ordinance and or rules and regulations as appropriate
5. Records of bills will be retained by Contractor to apply to Account Receivable system (A/R) to be maintained by Contractor

Services Agreement for  
Alarm Management

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6. Contractor will develop an A/R file, which the City will have access to review at any time
7. System functionality for the City to print a bill for customers wishing to make payments at the walk in cashier location(s) of the City and to provide on-line information to the Contractor regarding such payments so that Contractor can maintain A/R file
8. Contractor will provide the ability for customer to pay on-line, by mail and via walk-in cashier
9. Payments made by mail will be directed to a P.O. Box address in Texas maintained and managed by the Contractor
10. Contractor system will track NSF or insufficient fund check occurrences and occurrences where customer stop payments have been ordered.
11. Contractor will provide system for billing the customer for the appropriate NSF or insufficient fund check fee charges and charges for stop payment situations

**Processing:**

The Contractor shall provide the services covered under this agreement and Scope from its offices in Texas and make available hardware and software and services necessary to establish and provide the Alarm Program Administration and Collection Service.

**Contractor's Obligation:**

In addition to the above, the Contractor shall:

1. Maintain the proposed equipment, hardware, and software, documentation, and support services for the equipment installed, including the timely incorporation of all engineering changes
2. Supply the City with an interface document describing the type, size, location, and medium of transfer from the City RMS
3. Defer to the City regarding the waiver of any false alarm fee incurred where there is question about the validity of any response or action taken by an employee(s) of the City regarding a specified alarm call
4. When possible, reports shall be produced based on the entry of variable parameters. Threshold fields shall allow a specific date range or other criteria. When possible, all report searches, shall allow for multiple parameters

**Training**

1. The Contractor shall provide training for the City and Police employees. Training shall be conducted in several sessions on an as needed basis

**System Coordination**

1. The Contractor shall coordinate with the City's Finance Department, Information

Services Agreement for  
Alarm Management

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- Services and the City Police Department to develop a system that will allow walk-in payments under the contract
2. The Contractor shall provide during the life of the contract on-going computer hardware, software support and maintenance to ensure uninterrupted operation. In the unlikely event of interruption, Contractor will make best efforts to restore service within seventy-two (72) hours.
  3. The Contractor under this agreement shall establish and provide public education, awareness and information regarding the City's Alarm Management Program.

**Exhibit “B”**

**Pricing and Receipt of Collections**

This is a revenue sharing contract. The Contractor shall retain the percentages and amounts listed in the table below, with the exception of postage to be paid by the City, of all collections and remit the percentage balance and amounts listed in the table below to the City for the total of the actual revenues generated and collected for the City during the life of this contract including all adjustments for:

- a. Alarm permit and renewal fees;
- b. False alarms violation fee above a mandated limit;
- c. Reinstatement fees;
- d. Late fee for false alarms, permit fees and renewal fees
- e. Other charges imposed by the City in relation to the City’s Alarm Program Management and Collection Services (except for criminal penalties).

The below revenue sharing model is to be used if the City’s permit fee is \$15.00.

<b>City of Leander</b>	<b>PMAM Corporation</b>
<b>61%</b>	<b>39%</b>

The City of Leander and PMAM shall share the revenue generated from fees, fines, and penalties as described above with the exception of postage, to be paid by the City. PMAM reserves the right to renegotiate this pricing should the City change the fee schedule for the false alarm ordinance.

The below revenue sharing model is to be used if the City’s permit fee is \$30.00.

<b>City of Leander</b>	<b>PMAM Corporation</b>
<b>75%</b>	<b>25%</b>



**Executive Summary**

**June 5, 2014**

**Agenda Subject:** Consider approval of a letter agreement between the City of Leander and Sentinel Land Company, LLC regarding the City's consent to the creation of a municipal utility district (MUD) on and development of the property known as the Lively tract.

**Background:** The City received a request from Sentinel to create a MUD on the Lively tract which is located in the far northeast corner of the City's ETJ. The property is currently within the Chisholm Trail SUD water service area and the developer is proposing to receive sewer service for the property from the City of Georgetown. The City is currently negotiating with the City of Georgetown regarding the possible release of this tract from Leander's ETJ to Georgetown's as a part of a larger deal related to the transfer of the Chisholm Trail SUD CCN.

In order to proceed with their application to TCEQ for creation of the MUD, the applicant is requesting that the City conditionally consent to the creation of the MUD subject to a development agreement that would be subsequently executed prior to the confirmation and bond election for the MUD and prior to any development of the land.

This letter agreement contractually obligates the applicant to enter a development agreement with whichever city's ETJ the property is ultimately within prior to development of the property.

**Origination:** Applicant: Sentinel/Cotter Leander, LLC

**Recommendation:** Staff recommends approval of the letter agreement.

**Attachments:**

1. Letter agreement

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

5/29/14



# City of Leander, Texas



June 5, 2014

Mr. David Nairne  
Sentinel Land Company, LLC  
9111 Jollyville Road, Suite 212  
Austin, Texas 78731

Re: Letter Agreement Between Sentinel Land Company, LLC and the City of Leander  
Relating to Consent to Creation of Municipal Utility District

Mr. Nairne:

This Letter Agreement confirms the terms and conditions related to the creation of a municipal utility district (the "District") on that certain real property described in Exhibit "A" attached hereto, also known as the "Lively Tract" (the "Property") and the development of said Property. The Property is currently located in the extraterritorial jurisdiction ("ETJ") of the City, and the creation of the District therefore requires the written consent of the City. The City and the City of Georgetown are discussing the release of the Property from the City's ETJ to Georgetown's ETJ. In the event that the Property is not released from the City's ETJ to Georgetown's ETJ, the City desires to establish terms and conditions applicable to the District and the Property that provide for reasonable restrictions on the terms and provisions of the District's bonds and notes, oversight of the design and construction of subdivision infrastructure, and other terms and conditions that are agreeable to the parties. The City and Sentinel Land Company, LLC, or an affiliate thereof ("Sentinel") further desire to enter an agreement providing for the orderly development of the Property if the Property remains within the City's jurisdiction. Sentinel desires to acquire and proceed with creation of the District prior to the aforementioned agreements being finalized, and has requested the City to grant its written consent to creation of the District. The mutual agreements set forth in this Letter Agreement, including the ability to proceed with the creation of the District without further delay, is valuable consideration to Sentinel and the District for entering into this Letter Agreement.

By execution below, Sentinel agrees as follows in the event the City adopts an ordinance giving its written consent to creation of the District:

1. Except as otherwise approved by the city in whose extraterritorial jurisdiction the Property is then located, Sentinel will not seek to subdivide or site develop any lands

within the Property until such time as Sentinel and the municipality have entered into a development agreement setting forth the terms and conditions under which development of the Property may proceed.

2. The District shall not conduct its confirmation and bond elections until such time as a "Consent Agreement" has been approved and executed by the District, Sentinel and the city in whose extraterritorial jurisdiction the Property is then located. The Consent Agreement will address the functions and operations of the District, including without limitation its authorized services, terms and conditions relating to the issuance of District bonds, and annexation.
3. Once appointed by the Texas Commission on Environmental Quality, the initial temporary directors of the District must approve and execute this Letter Agreement at its organizational meeting, and an executed copy shall be furnished to the city in whose extraterritorial jurisdiction the Property is then located.

By execution below Sentinel and the District further agree that, in addition to all the rights and remedies provided by the laws of the State of Texas, in the event Sentinel or the District is in default of a provision of this Letter Agreement, the city in whose extraterritorial jurisdiction the Property is then located shall be entitled to injunctive relief or a writ of mandamus issued by a court of competent jurisdiction restraining, compelling or requiring Sentinel and the District and its officials to observe and comply with the terms and provisions prescribed in this Letter Agreement. The City may assign this Letter Agreement to another city in whose jurisdiction the Property is located.

If any section, subsection, sentence, clause, phrase or portion of this Letter Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

Sentinel's acknowledgement and agreement to the terms hereof must be evidenced by execution of this Letter Agreement below prior to execution by the City Council of the City of Leander consenting to creation of, and inclusion of the Property within, the District.

Sincerely,

\_\_\_\_\_  
City Manager

**APPROVED AND ACCEPTED AS OF THIS 29 DAY OF MAY, 2014 BY SENTINEL LAND COMPANY, LLC:**

By: [Signature]  
Name: DAVID NAIRNE  
Title: AUTHORIZED SIGNATORY

**APPROVED AND ACCEPTED AS OF THIS \_\_\_ DAY OF \_\_\_\_\_,**  
**\_\_\_\_\_ BY THE DISTRICT (To Be Executed at District Organizational Meeting):**

\_\_\_\_\_ [NAME OF DISTRICT]

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
District Secretary



**Executive Summary**

**June 5, 2014**

**Agenda Subject:** An ordinance of the City of Leander, Texas giving consent to the creation of a municipal utility district.

**Background:** The City received a request from Sentinel Land Company, LLC to create a MUD on the Lively tract which is located in the far northeast corner of the City's ETJ. The property is currently within the Chisholm Trail SUD water service area and the developer is proposing to receive sewer service for the property from the City of Georgetown. The City is currently negotiating with the City of Georgetown regarding the possible release of this tract from Leander's ETJ to Georgetown's as a part of a larger deal related to the transfer of the Chisholm Trail SUD CCN.

In order to proceed with their application to TCEQ for creation of the MUD, the applicant is requesting that the City conditionally consent to the creation of the MUD subject to a development agreement that would be subsequently executed prior to the confirmation and bond election for the MUD and prior to any development of the land.

A letter agreement stipulating the conditions related to the consent to the creation of the MUD was approved in a previous item. This item approves the ordinance consenting to the creation of the MUD.

**Origination:** Applicant: Sentinel/Cotter Leander, LLC

**Recommendation:** Staff recommends approval of the letter agreement.

**Attachments:**

1. MUD Consent ordinance
2. Landowner petition
3. Location map

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

5/29/14

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

**AN ORDINANCE OF THE CITY OF LEANDER, TEXAS GIVING CONSENT  
TO THE CREATION OF MUNICIPAL UTILITY DISTRICT**

**WHEREAS**, by petition, Don H. Lively Family Partnership, Ltd. (“Petitioner”) has requested the written consent of the City of Leander, Texas to the inclusion of certain real property within, and creation of, a municipal utility district (the “District”) pursuant to Section 54.016, Texas Water Code and Section 42.042, Texas Local Government Code;

**WHEREAS**, the boundaries of the land to be included within the District are described on **Exhibit “A”** attached hereto (the “Property”);

**WHEREAS**, the District shall be created for the purposes specified in Chapters 49 and 54, Texas Water Code, including without limitation providing water, wastewater, drainage, park, recreation and road facilities and services for the land within the boundaries of the District;

**WHEREAS**, the Property is currently located in the extraterritorial jurisdiction of the City of Leander, Texas;

**WHEREAS**, land that is within the extraterritorial jurisdiction of a city may not be included within a municipal utility district without the written consent of such city;

**WHEREAS**, the City desires to negotiate terms and conditions applicable to the District and the Property that provide for reasonable restrictions on the terms and provisions of the District’s bonds and notes, oversight of the design and construction of subdivision infrastructure, and other terms and conditions that are agreeable to all parties;

**WHEREAS**, the Petitioner desires to proceed with creation of the District prior to the parties executing such an agreement; and

**WHEREAS**, the City Council of the City of Leander desires to grant its written consent to the inclusion of the Property in, and creation of, the District, as set forth in this Ordinance;

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

Section 1. That all of the matters and facts set out in the preamble hereof be true and correct.

Section 2. The City of Leander, Texas hereby gives its written consent to the creation of the District, and the inclusion within said District of the real property more particularly described on **Exhibit “A”** attached hereto.

Section 3. That as a condition of the consent given by the City pursuant to this Ordinance, the District shall not conduct an election to confirm creation of the District or to

secure voter approval for the issuance of District bonds until such time as each municipality in whose extraterritorial jurisdiction the Property is then located has:

- a. entered into a development agreement with the Petitioner (or a successor owner of the Property) setting forth the terms and conditions under which development of the Property may proceed; and
- b. entered into an agreement with the District, and the Petitioner (or a successor owner of the Property), as appropriate, providing restrictions on the terms and provisions of the District's bonds and notes; restrictions on the functions and operations of the District, including without limitation its authorized services; oversight of the design and construction of subdivision infrastructure, and other terms and conditions that are agreeable to the parties.

Section 4. That, in addition to all the rights and remedies provided by the laws of the State of Texas in the event the District is in default of a provision of this Ordinance, the City shall be entitled to injunctive relief or a writ of mandamus issued by a court of competent jurisdiction restraining, compelling or requiring the District and its officials to observe and comply with the terms and provisions prescribed in this Ordinance.

Section 5. That, if any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

Section 6. That this Ordinance is intended as the sole and controlling ordinance of the City with respect to the granting of the written consent of the City to the inclusion of the Property in the District, and all ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

Section 7. That this Ordinance shall be in full force and effect from and after its passage and approval.

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

City of Leander, Texas

\_\_\_\_\_  
Mayor

ATTEST:

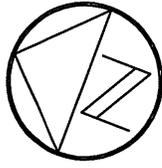
\_\_\_\_\_  
City Secretary

(SEAL)

**Exhibit "A"**

**Description of Property**

EXHIBIT OF 386.98 ACRES IN THE GREENLEAF FISK SURVEY, ABSTRACT 5, AND THE BARTHOLEMW MANLOVE SURVEY, ABSTRACT 420, AND THE A.H. PORTER SURVEY, ABSTRACT 490, IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF A 30' STRIP (FIRST TRACT) AND A PORTION OF 437.64 ACRE TRACT (SECOND TRACT) DESCRIBED IN A DEED TO DON. H. LIVELY FAMILY PARTNERSHIP, LTD. IN DOCUMENT NO. 9901719, AND ALL OF A 2.64 ACRE TRACT DESCRIBED IN A DEED TO DON. H. LIVELY FAMILY PARTNERSHIP, LTD. IN DOCUMENT NO. 2013063744, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.



1" = 500'

S.H. 29  
(100' R.O.W. WIDTH)

48.567 ACRES  
ERIK CHARLES MAUND  
2010 TRUST  
(2013091022)  
DESCRIBED IN  
(908/203)

2.64 AC.  
DON H. LIVELY FAMILY  
PARTNERSHIP, LTD.  
(2013063744)

30' STRIP  
FIRST TRACT  
DON H. LIVELY FAMILY  
PARTNERSHIP, LTD.  
(9901719)

GABRIELS-OVERLOOK  
SECTION ONE  
(S/218)

GABRIELS-OVERLOOK  
SECTION ONE  
(S/218)

GREENLEAF FISK  
SURVEY  
ABS. 5

386.98 ACRES

437.64 ACRES  
SECOND TRACT  
DON H. LIVELY FAMILY  
PARTNERSHIP, LTD.  
(9901719)

491.95 ACRES  
HENRY B. TIPPIE  
(570/483)

A.H. PORTER  
SURVEY  
ABS. 490

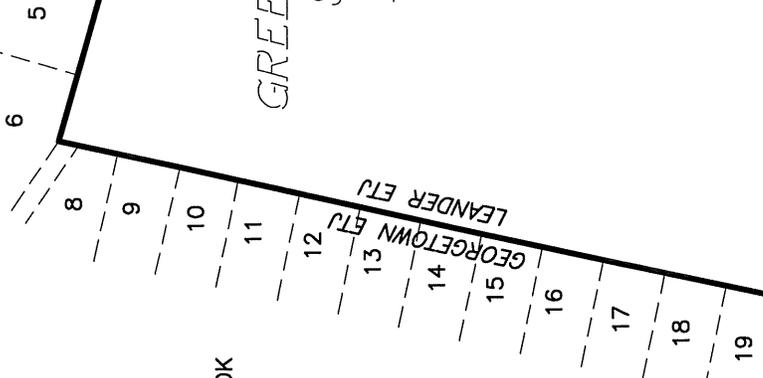
PLOT DATE: 05/29/2014  
DRAWING NO.: 143-034-ETJ-2  
PROJECT NO.: 143-034  
T.B.P.L.S. FIRM NO. 10124500  
DRAWN BY: RCW  
SHEET 1 OF 3

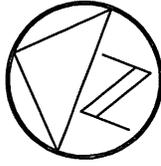
**Chaparral**

LEANDER ETJ  
GEORGETOWN ETJ

LEANDER ETJ  
GEORGETOWN ETJ

LEANDER ETJ  
GEORGETOWN ETJ





1" = 500'

A.H. PORTER  
SURVEY  
ABS. 490

491.95 ACRES  
HENRY B. TIPPIE  
(570/483)

PLOT DATE: 05/29/2014  
DRAWING NO.: 143-034-ETJ-2  
PROJECT NO.: 143-034  
T.B.P.L.S. FIRM NO. 10124500  
DRAWN BY: RCW  
SHEET 2 OF 3

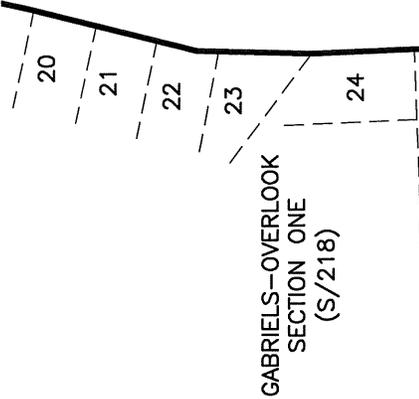
LEANDER ETJ  
GEORGETOWN ETJ

GREENLEAF FISK  
SURVEY  
ABS. 5

386.98 ACRES

437.64 ACRES  
SECOND TRACT  
DON H. LIVELY FAMILY  
PARTNERSHIP, LTD.  
(9901719)

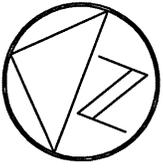
**Chaparral**



GABRIELS-OVERLOOK  
SECTION ONE  
(S/218)

49.404 ACRES  
ROBERT C. RALEY  
& CHERRY S. RALEY  
(2013103448)

LEANDER ETJ  
GEORGETOWN ETJ



1" = 500'

GREENLEAF FISK  
SURVEY  
ABS. 5

386.98 ACRES

437.64 ACRES  
SECOND TRACT  
DON H. LIVELY FAMILY  
PARTNERSHIP, LTD.  
(9901719)

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GABRIELS-  
OVERLOOK  
SECTION ONE  
(S/218)

LEANDER ETJ  
GEORGETOWN ETJ

A.H. PORTER  
SURVEY  
ABS. 490

50.07 ACRES

437.64 ACRES  
SECOND TRACT  
DON H. LIVELY FAMILY  
PARTNERSHIP, LTD.  
(9901719)

LEANDER ETJ  
GEORGETOWN ETJ

JOHN BERRY  
SURVEY ABS. 98

491.95 ACRES  
HENRY B. TIPPIE  
(570/483)

BARTHOLOMEW  
MANLOVE

SURVEY ABS. 420

SOUTH FORK  
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206.57 ACRES  
CITY OF  
GEORGETOWN  
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121.45 ACRES  
TEXAS PARKS AND  
RECREATION FOUNDATION  
(2008092676)

80.9157 ACRES  
AVP RANCH, LTD  
(2011081794)

ASA M. BROWN  
SURVEY  
ABS. 85

ISRAEL SAULS  
SURVEY  
ABS. 595

PLOT DATE: 05/29/2014  
DRAWING NO.: 143-034-ETJ-2  
PROJECT NO.: 143-034  
T.B.P.L.S. FIRM NO. 10124500  
DRAWN BY: RCW  
SHEET 3 OF 3



**REQUEST FOR CONSENT TO THE  
CREATION OF A MUNICIPAL UTILITY DISTRICT**

THE STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF LEANDER, TEXAS:

The undersigned (herein the “Landowner”), holder of title to land within the territory hereinafter described by metes and bounds, and acting pursuant to the provisions of Chapters 49 and 54, Texas Water Code and Section 42.042, Texas Local Government Code, respectfully requests the City Council of the City of Leander, Texas, for its written consent to the inclusion of land in, and the creation of, a conservation and reclamation district under Chapters 49 and 54, Texas Water Code and would respectfully show the following:

I.

The name of the proposed District shall be WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 27 or some similar name as required or permitted by law (the “District”).

II.

The land shall be included within the District by creation and organization of the District as provided above. The District shall exist under the terms and provisions of Article XVI, Section 59 of the Constitution of Texas, and Chapters 49 and 54, Texas Water Code.

III.

The land proposed to be included within the District is generally described in **Exhibit “A”** attached hereto and is located within the extraterritorial jurisdiction of the City of Leander, Texas. All of the territory proposed to be included may properly be included in the District.

IV.

The undersigned is the owner of and holds title to all of the lands within the proposed as indicated by the tax rolls of Williamson County, Texas.

V.

The general nature of the work to be done by the District at the present time is to purchase, construct, acquire, provide, operate, maintain, repair, improve, or extend inside or outside of its boundaries a waterworks, sanitary sewer, and drainage system for domestic purposes; park and recreational facilities and services for the inhabitants of the District; road improvements; and such additional facilities, systems, plants and enterprises as shall be consonant with the purposes for which the District is created.

VI.

There is, for the following reasons, a necessity for the above-described work, services and improvements: The area proposed to be within the District will experience substantial and sustained residential growth. There is not now available within the area, which will be developed as a residential subdivision, an adequate waterworks, sanitary sewer, and drainage system, and road improvements, nor are there park and recreational facilities. The health and welfare of the present and future inhabitants of the area and of territories adjacent thereto require the construction, acquisition, maintenance, and operation of an adequate waterworks, sanitary sewer, and drainage system, roadway system, and park and recreational facilities. A public necessity therefore exists for the organization, extension, improvement, maintenance, and operation of such waterworks, sanitary sewer, and drainage system, road improvements, and park and recreational facilities so as to promote the purity and sanitary condition of the State's waters and the public health and welfare of the community.

VII.

A preliminary investigation has been instituted to determine the cost of the project, and it is now estimated by the Landowner, from such information as it has at this time, that the ultimate costs of the development contemplated will be approximately \$ 70,000,000. The project will be financed by the issuance of bonds by the District.

WHEREFORE, the Landowner respectfully prays that this request be heard and that your Honorable Body duly pass and approve an ordinance or resolution granting the consent to the creation of the District and authorizing the inclusion of the land described herein with the District.

RESPECTFULLY SUBMITTED, this 29 day of May, 2014.

**LANDOWNER:**

**DON H. LIVELY FAMILY PARTNERSHIP, LTD.**, a  
Texas limited partnership

By: Lodo International Cattle Company, Inc., its  
General Partner

By: *Don H Lively*  
Name: Don H Lively  
Title: owner

STATE OF TEXAS                   §  
   §  
COUNTY OF TRAVIS           §

This instrument was acknowledged before me on the 29<sup>th</sup> day of May, 2014, by Don H. Lively, President of Lodo International Cattle Company, Inc., General Partner of the Don H. Lively Family Partnership, Ltd., a Texas limited partnership on behalf of said limited partnership.

(Seal and Expiration)

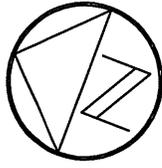
*Lauren Jane Hughes*  
Notary Public, State of Texas



**Exhibit "A"**

**Description of Property**

EXHIBIT OF 386.98 ACRES IN THE GREENLEAF FISK SURVEY, ABSTRACT 5, AND THE BARTHOLEMW MANLOVE SURVEY, ABSTRACT 420, AND THE A.H. PORTER SURVEY, ABSTRACT 490, IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF A 30' STRIP (FIRST TRACT) AND A PORTION OF 437.64 ACRE TRACT (SECOND TRACT) DESCRIBED IN A DEED TO DON. H. LIVELY FAMILY PARTNERSHIP, LTD. IN DOCUMENT NO. 9901719, AND ALL OF A 2.64 ACRE TRACT DESCRIBED IN A DEED TO DON. H. LIVELY FAMILY PARTNERSHIP, LTD. IN DOCUMENT NO. 2013063744, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.



1" = 500'

S.H. 29  
(100' R.O.W. WIDTH)

48.567 ACRES  
ERIK CHARLES MAUND  
2010 TRUST  
(2013091022)  
DESCRIBED IN  
(908/203)

2.64 AC.  
DON H. LIVELY FAMILY  
PARTNERSHIP, LTD.  
(2013063744)

30' STRIP  
FIRST TRACT  
DON H. LIVELY FAMILY  
PARTNERSHIP, LTD.  
(9901719)

GABRIELS-OVERLOOK  
SECTION ONE  
(S/218)

GABRIELS-OVERLOOK  
SECTION ONE  
(S/218)

GREENLEAF FISK  
SURVEY  
ABS. 5

386.98 ACRES

437.64 ACRES  
SECOND TRACT  
DON H. LIVELY FAMILY  
PARTNERSHIP, LTD.  
(9901719)

491.95 ACRES  
HENRY B. TIPPIE  
(570/483)

A.H. PORTER  
SURVEY  
ABS. 490

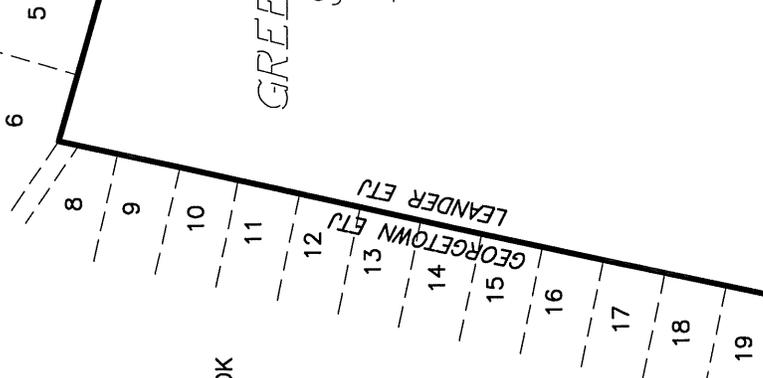
PLOT DATE: 05/29/2014  
DRAWING NO.: 143-034-ETJ-2  
PROJECT NO.: 143-034  
T.B.P.L.S. FIRM NO. 10124500  
DRAWN BY: RCW  
SHEET 1 OF 3

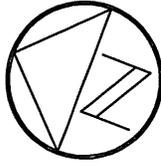
**Chaparral**

LEANDER ETJ  
GEORGETOWN ETJ

LEANDER ETJ  
GEORGETOWN ETJ

LEANDER ETJ  
GEORGETOWN ETJ





1" = 500'

A.H. PORTER  
SURVEY  
ABS. 490

491.95 ACRES  
HENRY B. TIPPIE  
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PLOT DATE: 05/29/2014  
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PROJECT NO.: 143-034  
T.B.P.L.S. FIRM NO. 10124500  
DRAWN BY: RCW  
SHEET 2 OF 3

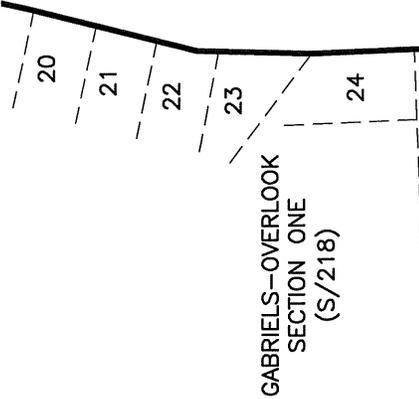
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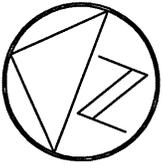
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ASA M. BROWN  
SURVEY  
ABS. 85

206.57 ACRES  
CITY OF  
GEORGETOWN  
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GABRIELS-  
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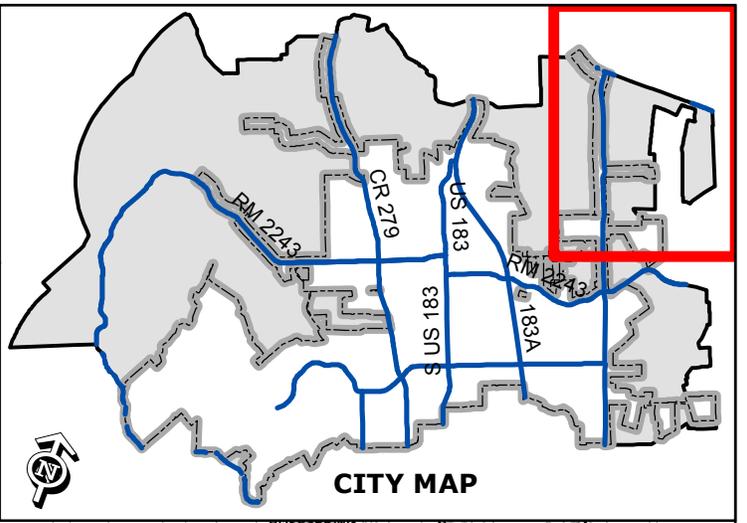
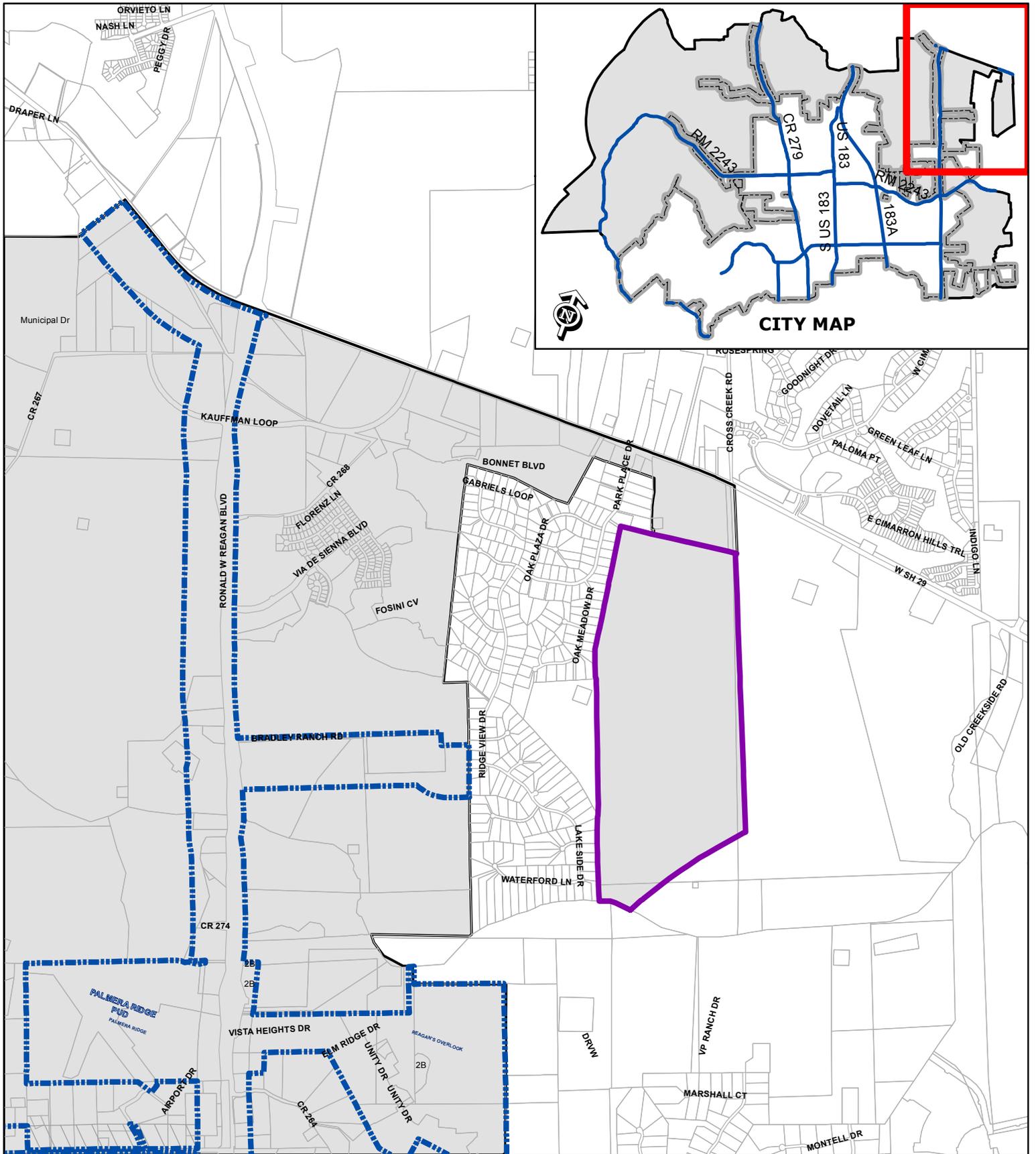
LEANDER ETJ  
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SOUTH FORK  
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SHEET 3 OF 3





### Location Map



### Lively Tract

Map produced by MS  
5/29/2014



### Legend

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



**Executive Summary**

**June 5, 2014**

**Agenda Subject:** A Resolution of the City of Leander, Texas, accepting several petitions for annexation of land located in Williamson County, Texas; setting an annexation schedule; providing for open meetings and other related matters.

**Background:** The resolution accepts the petitions for voluntary annexation for several tracts of land as shown on the attached maps. The properties include the Parker tract adjacent to the Reagan's Overlook subdivision, the Cannon and Stence tracts along CR 175, and the Christianson and Garlock tracts east of Ronald Reagan Blvd. and north of the South San Gabriel River. The resolution sets the two public hearings for July 17, 2014 and July 24, 2014. The July 24, 2014 meeting will be a special called meeting of the Council. The first reading of the ordinance is scheduled for August 21, 2014 at a and the second and final reading is scheduled for September 4, 2014.

**Origination:** Applicants

**Recommendation:** Staff recommends approving the resolution

**Attachments:**

1. Resolution with exhibits
2. Annexation Schedule
3. Location maps

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

5/29/2014

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY OF LEANDER, TEXAS, ACCEPTING SEVERAL PETITIONS FOR ANNEXATION OF LAND LOCATED IN WILLIAMSON COUNTY, TEXAS; SETTING AN ANNEXATION SCHEDULE; PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS**

**WHEREAS**, the owners of certain properties located within Williamson County, Texas, petitioned the City of Leander, Texas, (herein the "City"), a home-rule City, for annexation of their respective properties, more particularly described herein (the "subject properties"), into the City limits;

**WHEREAS**, the subject properties are contiguous and adjacent to the corporate limits of the City and the owners have made application for annexation;

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

**WHEREAS**, the petitioners each have agreed and consented to the annexation of the respective subject properties by the City and further have agreed to be bound by all acts, ordinances, and all other legal action now in force and effect within the corporate limits of the City and all those which may be hereafter adopted;

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

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

**Section 2. Proceedings.** The petitions for annexation of the following properties, including the abutting streets, roadways, and rights of way, not previously annexed into the City and the draft services plans shown in Exhibits "F" and "G", are hereby accepted:

1. All that certain tract or parcel of land being 9.999 acres, more or less, out of the Milton Hicks Survey, Abstract No. 287, located in Williamson County, Texas, and being more particularly shown and described in the Exhibit "A" attached hereto and incorporated herein for all purposes. (Petition submitted by 162 Parker Ranch Holdings, LTD.)
2. All that certain tract or parcel of land being 0.1442 acre, more or less, located in Williamson County, Texas, and being more particularly shown and described in the Exhibit "B" attached hereto and incorporated herein for all purposes. (Petition submitted by Kathleen Stence.)

3. All that certain tract or parcel of land being 140.2322 acres, more or less, located in Williamson County, Texas, and being more particularly shown and described in the Exhibit "C" attached hereto and incorporated herein for all purposes. (Petition submitted by Canon 140 LP.)
4. All that certain tract or parcel of land being 36.69 acres, more or less, located in Williamson County, Texas, identified as tax identification number R021710, and being more particularly shown and described in the Exhibit "D" attached hereto and incorporated herein for all purposes. (Petition submitted by Pamela Christianson.)
5. All that certain tract or parcel of land being 21.985 acres, more or less, located in Williamson County, Texas, identified as tax identification number R489942, and being more particularly shown and described in the Exhibit "D". (Petition submitted by Pamela Christianson.)
6. All that certain tract or parcel of land being 13.63 acres, more or less, located in Williamson County, Texas, identified as tax identification number R489943, and being more particularly shown and described in the Exhibit "E" attached hereto and incorporated herein for all purposes. (Petition submitted by Mary Ann Garlock.)
7. All that certain tract or parcel of land being 39.59 acres, more or less, located in Williamson County, Texas, identified as tax identification number R021708, and being more particularly shown and described in the Exhibit "E". (Petition submitted by Mary Ann Garlock.)
8. All that certain tract or parcel of land being 1 acre, more or less, located in Williamson County, Texas, identified as tax identification number R021709, and being more particularly shown and described in the Exhibit "E". (Petition submitted by Mary Ann Garlock.)

Two public hearings are set for the dates of July 17, 2014 and July 24, 2014. Notice of such hearings shall be posted and the hearings shall be open to the public to accept public comment on the annexation request.

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

**Section 4. Open Meetings.** It is hereby officially found and determined that the meeting

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

**PASSED AND APPROVED** this the 15th day of May, 2014.

**ATTEST:**

**THE CITY OF LEANDER, TEXAS**

---

Debbie Haile, City Secretary

---

Christopher Fielder, Mayor

## Exhibit "F"

Municipal Services Plan for the 162 Parker Ranch Holdings, LTD, Stence, and Canon 140 LP  
Petitions

### 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 tracts 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 City agrees that the following services shall 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 exhibits attached to the Annexation Ordinance to which this Service Plan is attached.

## Exhibit “G”

Municipal Services Plan for Mary Ann Garlock and Pam Christianson petitions.

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

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**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 City agrees that the following services shall be provided for the subject property on the effective date of annexation:

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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 subject properties, or applicable portions thereof, by: (a) the utility holding a water certificate of convenience and necessity ("CCN") for the subject properties, or portions thereof as applicable, or: (b) absent a water CCN or after decertification of Chisholm Trails Special Utility District's ("CTSUD") Water CCN No. 11590 as to the subject properties and payment of any compensation required under Section 13.254, Texas Water Code, by the City 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 in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. The 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 exhibits attached to the Annexation Ordinance to which this Service Plan is attached.

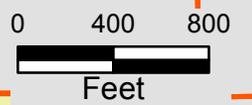
**SCHEDULE FOR VOLUNTARY ANNEXATION  
PARKER, RED OAK VALLEY, SPRINGWOOD**

<b>DATE</b>	<b>ACTION/EVENT</b>	<b>LEGAL AUTHORITY</b>
June 5, 2014	<b>COUNCIL BY WRITTEN RESOLUTION</b> Directs notification to land owners; and sets two (2) Public Hearings <b>July 17, 2014 and July 24, 2014</b> ; Council directs development of service plan for area to be annexed.	Loc. Gov't Code, §§ 43.063 & 43.065; Public Hearings: are on or after the 40th day but before 20th day before institution of proceedings.
<b>By June 16, 2014</b>	<b>NOTICE TO</b> property owners & utility providers	Loc. Gov't Code § 43.062(a)
<b>July 2, 2014**</b> Publish notice of First Public Hearing and send school district notice	<b>NEWSPAPER NOTICES RE: FIRST AND SECOND PUBLIC HEARINGS</b> ; (If applicable, certified Notice to Railroad). <b>POST NOTICE OF HEARINGS ON CITY'S WEBSITE AND MAINTAIN UNTIL HEARINGS COMPLETE</b> ;	Not less than 10 days nor more than 20 days before 1st and 2nd public hearings. Loc. Gov't Code, §43.063 (c).
<b>July 9, 2014**</b> Publish notice of Second Public Hearings	<b>SCHOOL DISTRICT NOTICE</b> (notify each school district of possible impact w/in the period prescribed for publishing the notice of the First Public Hearing.)	Loc. Gov't Code § 43.905; send school district notice not less than 10 days nor more than 20 days before the First Public Hearing.
Ten days after the date the first notice of Public Hearing is published	<b>LAST DAY FOR SUBMISSION OF WRITTEN PROTEST BY RESIDENTS</b> (10 days after first newspaper notice)	Site hearing required if 10% of adult residents of tracts protest within 10 days after 1st newspaper notice. Loc. Gov't Code, § 43.063 (b)
<b>July 17, 2014*</b>	<b>1st PUBLIC HEARING AND PRESENT SERVICE PLAN</b> (Not more than 40 days before the 1st reading of ordinance) <i>REGULAR MEETING</i>	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.063(a) & 43.065.
<b>July 24, 2014*</b>	<b>2nd PUBLIC HEARING AND PRESENT SERVICE PLAN</b> (At least 20 days before 1st reading of ordinance.) <i>SPECIAL CALLED MEETING</i>	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.063(a) & 43.065.
Institution Date <b>August 21, 2014*</b>	<b>FIRST READING OF ORDINANCE</b> <i>REGULAR MEETING</i>	Date of institution of proceedings. Not less than 20 days from the second public hearing nor more than 40 days from the first public hearing.
September 4, 2014; Or at a special called meeting after the 1st First Reading	<b>SECOND-FINAL READING OF ORDINANCE</b> <i>REGULAR MEETING</i>	Not more than 90 days after 1 <sup>st</sup> reading of Ordinance § 43.064.
<b>Within 30 days of Second Reading</b>	<b>CITY SENDS COPY OF MAP</b> showing boundary changes to County Voter Registrar in a format that is compatible with mapping format used by registrar	Elec. Code §42.0615
Within 60 days of Second Reading	<b>CITY PROVIDES CERTIFIED COPY OF ORDINANCE AND MAPS TO:</b>  <ol style="list-style-type: none"> <li>1. County Clerk</li> <li>2. County Appraisal District</li> <li>3. County Tax Assessor Collector</li> <li>4. 911 Addressing</li> <li>5. Sheriff's Office</li> <li>6. City Department Heads</li> <li>7. State Comptroller</li> <li>8. Franchise Holders</li> </ol>	

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

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

CR 274



HIGH LONESOME TRL

VISTA HEIGHTS DR

UNITY DR

CR 264

BRANCH HOLW

RONALD W REAGAN BLVD

FLINTLOCK DR

**Parker Annexation Tract**

LIMESTONE CREEK RD

RONALD W REAGAN BLVD

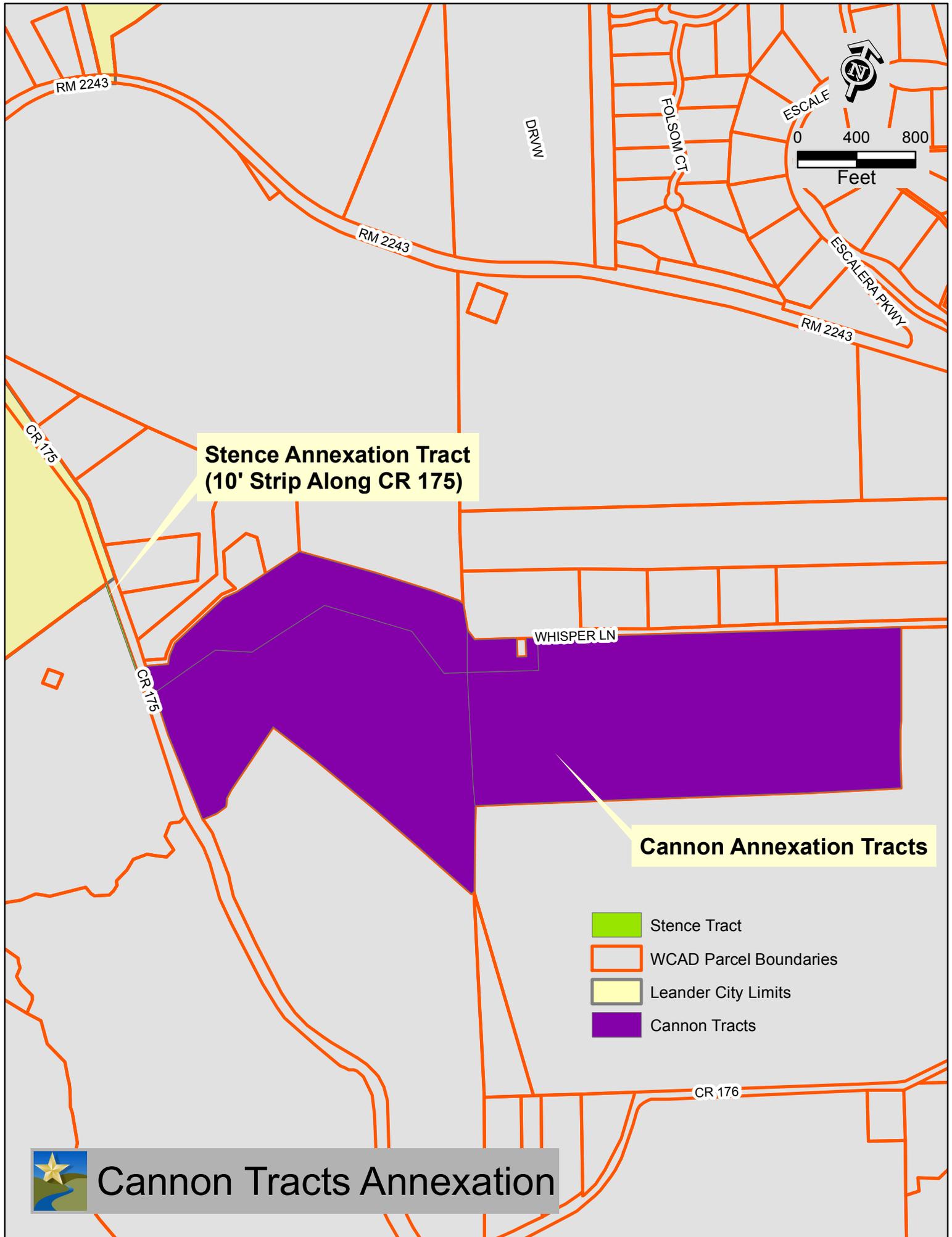
RM 2243

-  WCAD Parcel Boundaries
-  Leander City Limits
-  Parker Tract

CR 175



# Parker Tract Annexation



**Stence Annexation Tract  
(10' Strip Along CR 175)**

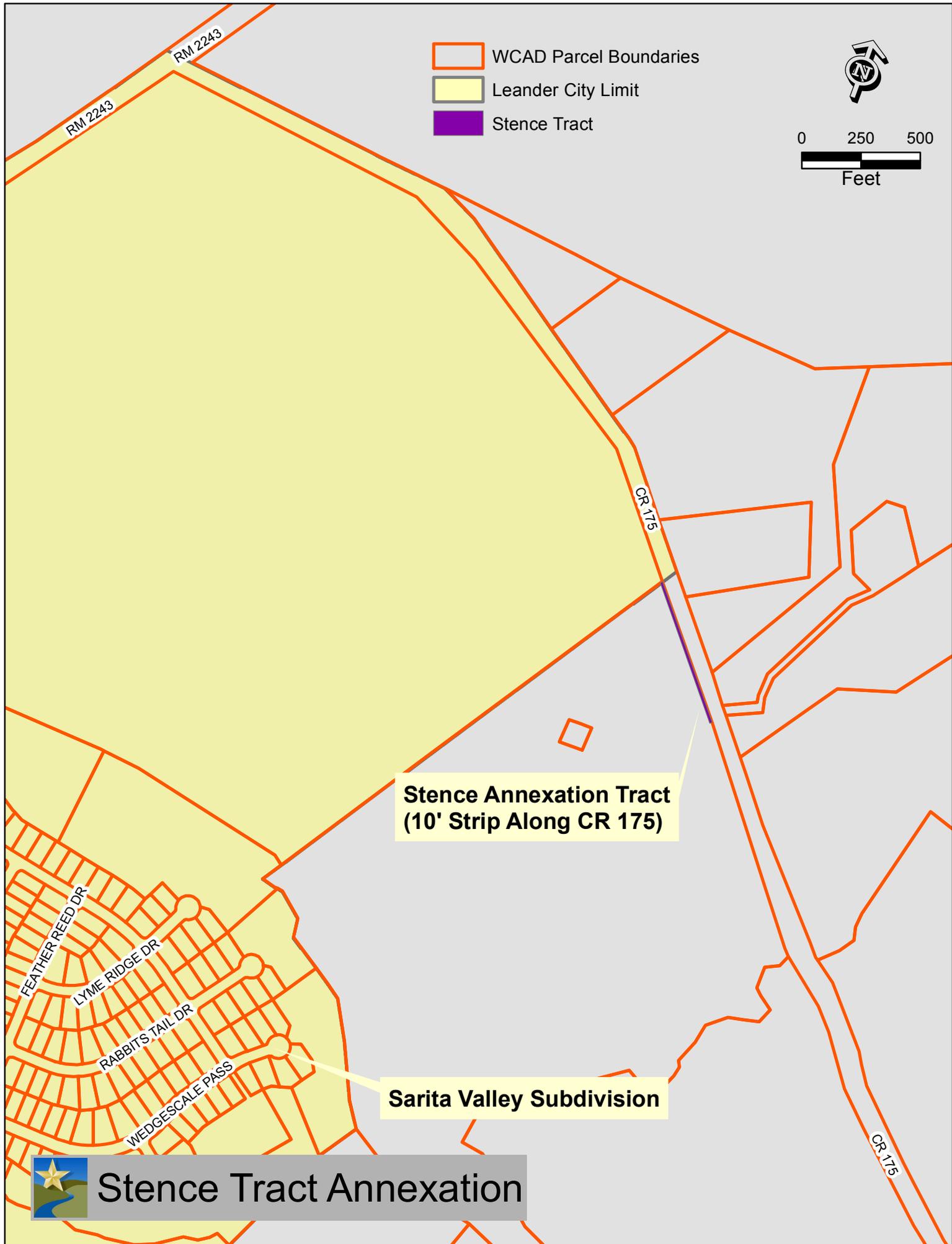
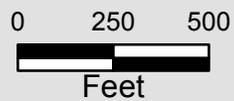
**Cannon Annexation Tracts**

-  Stence Tract
-  WCAD Parcel Boundaries
-  Leander City Limits
-  Cannon Tracts



# Cannon Tracts Annexation

- WCAD Parcel Boundaries
- Leander City Limit
- Stence Tract

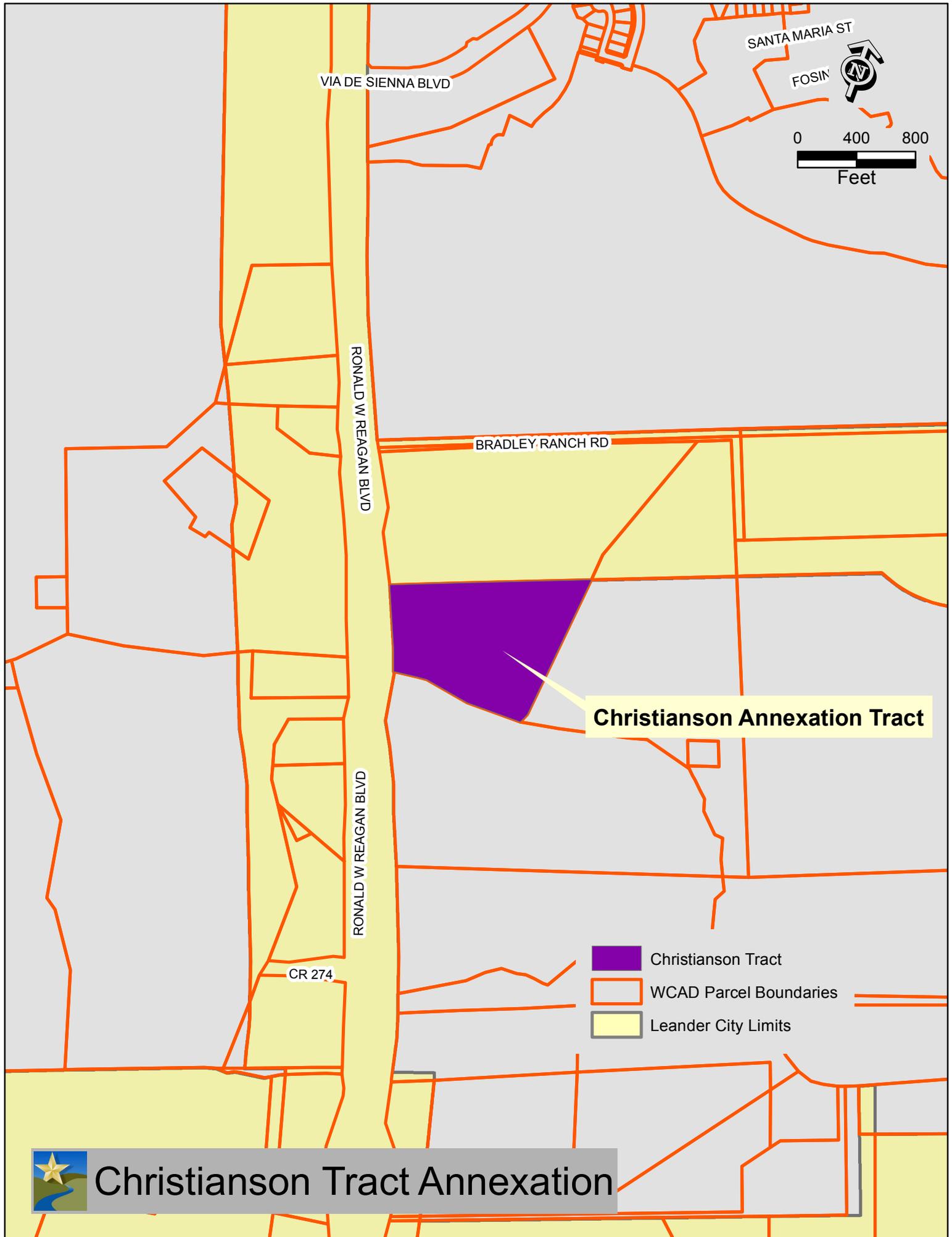


**Stence Annexation Tract  
(10' Strip Along CR 175)**

**Sarita Valley Subdivision**



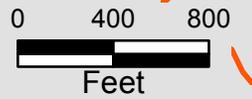
# Stence Tract Annexation



VIA DE SIENNA BLVD

SANTA MARIA ST

FOSIN



RONALD W REAGAN BLVD

BRADLEY RANCH RD

**Christianson Annexation Tract**

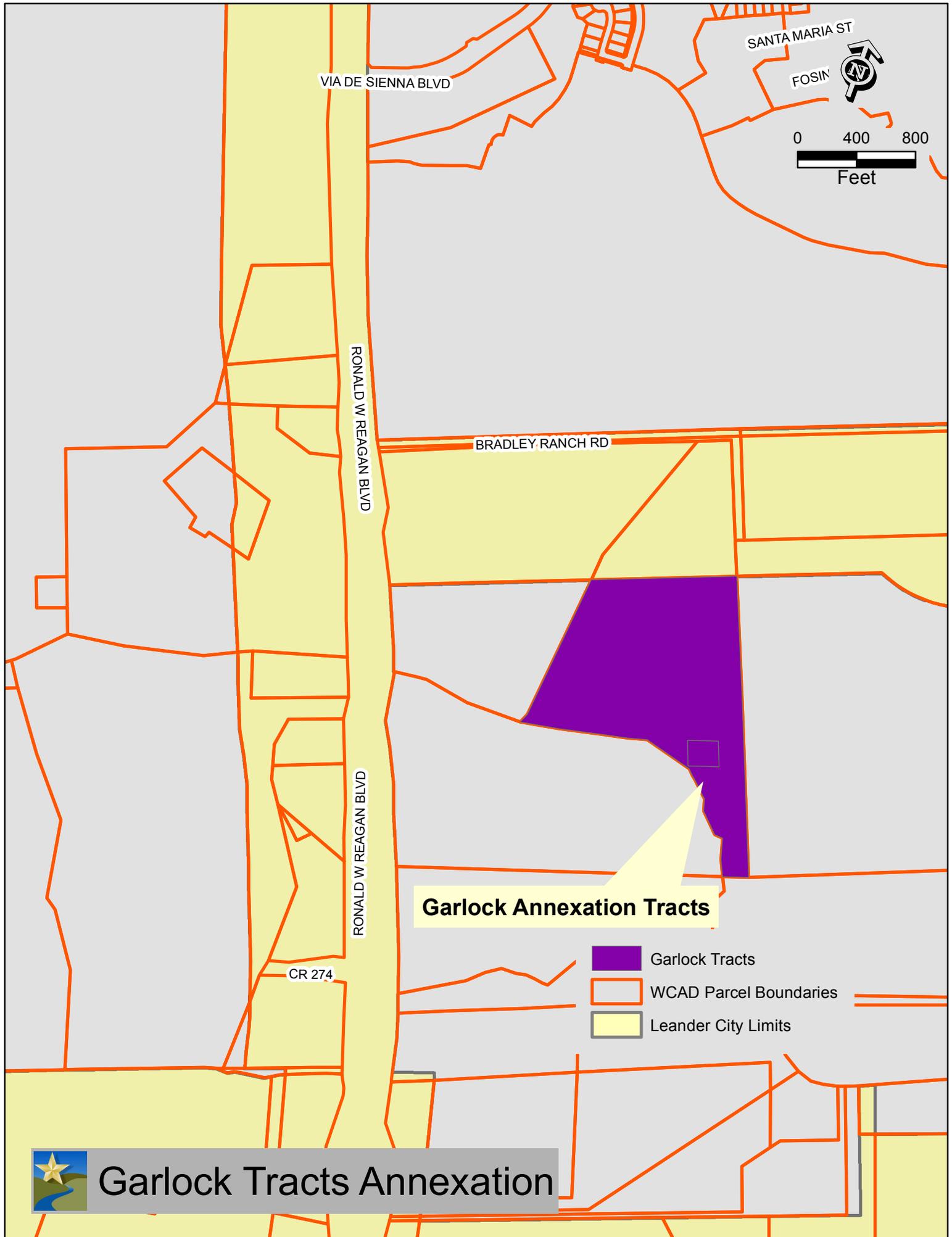
RONALD W REAGAN BLVD

CR 274

-  Christianson Tract
-  WCAD Parcel Boundaries
-  Leander City Limits



# Christianson Tract Annexation



# Garlock Tracts Annexation



**Executive Summary**

**June 5, 2014**

**Council Agenda Subject:** Consider Action Relating to the Pedernales Electric Cooperative, Inc. 2014 Election For Directors District 2 and 3, and Referendum Regarding Single-Member Or At-Large Voting.

**Background:** The 2014 PEC Annual Meeting will be held on Saturday, June 21, 2014 at the Leander ISD South Performing Arts Center at Cedar Park High School, 2150 Cypress Creek Road, Cedar Park. Registration and voting begin at 8 a.m. The business meeting begins at 10:30. Voting will be open from 8 a.m. to 10:30 a.m. PEC's Board is composed of seven individually-elected directors serving three-year staggered terms. District 2 and 3 are on the ballot this year. In addition, the Board has placed a referendum before the members to receive input on voting methods – a) retain the current all at-large voting system; or b) switch to single-member district voting.

**Origination:** Robert G. Powers, Finance Director

**Financial Consideration:** none

**Recommendation:** n.a.

**Attachments:** Ballot Information

**Prepared by:** Robert G. Powers, Finance Director

**Pedernales Electric Cooperative Election System Considerations**

The PEC Board of Directors has called for a member vote in 2014 to consider which system PEC members would prefer to use in future elections to elect directors. This vote will be between the Cooperative's current at-large system of voting and a single-member district voting system. The PEC Board of Directors intends to pursue the implementation of whichever system the voting membership favors, and this includes making necessary modifications to the Cooperative's governing documents and urging lawmakers to implement any necessary changes to state law.

PEC takes no official position for either system of electing directors. The following is a list of considerations for members outlining some of the differences and similarities between the two systems. Note: Highlighted rows indicate differences.

<b>Consideration</b>	<b>At-large voting (current system)</b>	<b>Single-member district voting</b>
<b>Voting reach</b>	Members may vote to elect directors of all districts.	Members may vote to elect their district's director.
<b>Voting frequency</b>	Members may vote each year to elect directors of any district up for election.	Members may vote once every three years to elect their district's director.
<b>Means of maintaining democratic, equal voting strength</b>	Members' voting strength is equal regardless of district size and population. Redistricting (and related costs) is not required to maintain equal voting strength.	Equal member voting strength is maintained by redistricting (periodically adjusting district lines to balance the number of voters in each district).
<b>Compliance with Texas Utilities Code</b>	Complies with Texas Utilities Code Sec. 161.070, which entitles all members present at a member meeting to one vote on each matter submitted to a vote at the meeting.	PEC may need to work with state legislators to ensure compliance with Texas Utilities Code Sec. 161.070, which entitles all members present at a member meeting to one vote on each matter submitted to a vote at the meeting. In a single-member district voting system, members attending an annual meeting would vote in the director election only if the director representing their district is up for election.
<b>Costs to PEC and members</b>	Costs will be incurred each year to distribute ballots to the entire membership. The annual election requires a ballot to be printed and mailed to every Cooperative member. Also, periodic costs may be incurred to redistrict (adjust district lines) to balance the number of members in each district.	Costs may fluctuate from year to year based on whether ballots are mailed to the entire membership or only to districts with director elections. In some years, ballots will be mailed only to members in districts where an election is underway. Cooperative-wide mailings would be required in some years for membership-wide votes on other issues. Also, periodic costs may be incurred more frequently to redistrict (adjust district lines) to balance the number of voters in each district.
<b>Ballot referendums</b>	Members may vote on Cooperative-wide ballot referendums, regardless of district.	
<b>Director nomination process</b>	Directors/candidates must maintain primary residence in the director district from which election is sought and are nominated by petition from members in that district.	
<b>Director fiduciary duties</b>	Directors have a fiduciary duty to act in the best interest of all Cooperative members, regardless of district.	
<b>Director qualifications</b>	Directors/candidates must meet the director qualifications established in PEC's Bylaws.	
<b>Democratic member control</b>	PEC members have the opportunity to participate in setting policies and making decisions. Members nominate and elect fellow members — through annual democratic elections — to serve on the PEC Board of Directors. Every member has an equal voice — one vote each — regardless of the number of meters they have or the amount of electricity they use.	



# POWER OF COMMUNITY

PEDERNALES ELECTRIC COOPERATIVE

## 2014 Board of Directors Election Candidate Information

Board candidates assume all responsibility for content submitted to PEC, which appears exactly as submitted. PEC takes no position on issues and expresses no preference for any candidates.

### Director District 2

Board Position: Director District 2

Town: Cedar Park

#### Emily Pataki

##### Age: 30

Emily Pataki, candidate for District 2 Director, has a proven record of cooperative and conservative leadership. She has dedicated her career and her time to promoting small business, families, and economic growth. Her experience in leadership and as a Board Member ranges from serving as President and Vice President of a countywide Republican grassroots women's association to being appointed to a City Development Board in Cedar Park, where she lives.

##### Pledge to Members.

Emily recognizes that every dollar at P.E.C. comes from its member-owners. Those funds should be safeguarded, conserved, and ultimately returned. Emily vows to stop the practice of granting cash advances to Directors and using member money for needless junkets. Board members should abide by their fiduciary duties and focus on lowering rates and controlling costs.

##### Goals for Pedernales Electric Cooperative.

**-AFFORDABILITY.** Pataki will make pursuing low electric rates for Pedernales members one of her top priorities. Maintaining low electric rates must take priority over funding special projects or growing the co-op bureaucracy. As a responsible Texan, she is committed to sustainability principles where costs are affordable and where members stand to see a return on their investment.

**-COOPERATION.** Emily believes the Cooperative's duty is to do as its name suggests – COOPERATE with its members and the communities it serves. As a Board Member, Emily will listen to – and take her direction from – the co-op membership. She will work with leadership in towns and cities within our co-op to make sure that P.E.C. interests and municipal interests align for the best possible outcome for our membership. Cedar Park Mayor Matt Powell endorses Emily, saying: "the relationship between P.E.C. and the municipalities it serves is crucial, but it has not always been open and productive. Emily Pataki has a thoughtful plan to strengthen P.E.C. financially, as well as the temperament and communication skills to forge a stronger, mutually beneficial partnership with cities and the members that live in them. I am proud to support Emily Pataki for P.E.C. District 2."

**-ECONOMIC DEVELOPMENT.** In the past, the P.E.C. has missed opportunities to partner with cities within the service area to bring in new businesses that would help our communities on many levels. Pataki would pursue such partnerships because increased industry means lower residential rates for our members.

Emily Pataki believes that, above all, a Board Member must promise to represent the common interests of cooperative members, not the special interests of a select few. Pataki wants to put the cooperative back into the hands of you, the membership, and her pledge is to work to make sure you are getting the balanced representation you deserve.

##### Experience.

**-Business Owner.** In 2006, Pataki launched an award-winning gourmet foods business in Houston. In 2011, after the birth of her first child, Pataki began a business venture in the health food and cosmetics industry, in which she quickly built a large customer base that she operates today. Pataki also assists her husband's growing insurance and financial products business.

**-Board President and Elected Leader, Williamson County Republican Women.** Pataki served for several years on the elected board of the Williamson County Republican Women, first as Vice President, then as President, and now as Immediate Past President and Advisor. Pataki worked with state, county, and local officials to encourage accountability and transparency to voters. Pataki also stewarded the association financially, finishing her term as President with a surplus that was then used to build the infrastructure of the club with no additional costs to members.

**-Board Member, City Web Development.** Pataki was appointed as a citizen representative to the City of Cedar Park's Website Development Board. Pataki advocated for a responsible use of city funds to build out a user-friendly website that would make local elected officials and important issues more accessible to the citizenry.

Emily grew up in Houston and is a 7th generation Texan. She graduated from Yale University, where she played Varsity Softball and hosted her own radio show. She moved to Cedar Park in 2008 where she has been a member in good standing of the Pedernales Electric Cooperative for over five years. Emily is married to USMC combat veteran, Captain Ted Pataki, and together they have two children – Stephen, age 3, and Marianne, nine months old. Emily is a business owner, parishioner at St. Margaret Mary Catholic Church in Cedar Park, and an active participant in community affairs.

Emily Pataki believes that her practicality and commitment to fiscal responsibility will benefit our Pedernales Electric Cooperative.

## Director District 2

### Board Position: Director District 2

#### William D. (Bill) Boggs

Town: Leander

Fellow members, I am William D. (Bill) Boggs, Vice President of the Board of Directors and your Director for District #2. I have been on the Board of Directors for three years, and I am running for re-election.

I moved to Leander seven years ago with my wife of 36 years, Mary, and our grandson, William, from Corpus Christi, where I retired from an Ethylene plant where I worked for thirty years. I graduated from Texas A&M Corpus Christi in 1981.

I came before you three years ago to ask for a chance to serve you on the Board of Directors of our Co-op. I spend thirty hours a week working on Co-op business. I have the five basic courses from NRECA for my Credentialed Cooperative Director (CCD) certificate, and an additional ten upper level classes for my Board Leadership Certificate (BLC). In all, I have completed 27 of 29 active NRECA classes in two and a half years. These classes give a back ground the in issues that will come before the Board that I am required to make decisions on.

After two years on the Board, my colleagues voted me Vice President. I was then appointed Chair of the New Policies and Bylaws Review Committee. Six policies were revised or amended. The Directors Code of Conduct and the Conflict of Interest policies were two major re-writes.

The section of the Bylaws that explains member qualifications to run as a Director Candidate was also a major re-write. There was also a new section that added a Qualifications Review Committee to give member/owners more input in the governance of our Co-op. Another section was added to cover the Disqualification of a Seated Director, as was a section to cover the Catastrophic Loss of a Director. All of the changes to the Bylaws were designed so that member/owners could understand whether or not they met the qualifications to run as a Director Candidate for the Board of Directors for PEC.

With the hiring of new CEO, John Hewa and new key Senior Staff members with Co-op experience, PEC will continue to move forward into the future. Not only will we be the largest Co-op in the United States, we will become the best...a leader for all Co-ops to follow.

I pledge to continue to work for all member/owners to keep the Co-op moving forward.

I again ask for your help and support to let me continue to be a part of the great Co-ops' movement forward.

I am your Director for District #2.

Thank you for your vote on June 21, 2014.

## Director District 3

Board Position: Director District 3

Town: Cedar Park

### Judy Lawler Pokorny

Judy Lawler Pokorny is a lifetime resident of Williamson County and has lived in the Cedar Park area for 35 years. After her more than 30-year career in State Government, where she served in many leadership capacities, she decided it was time for a change and has devoted her time since to her community and family. She is currently in her third year serving as an Appraisal Review Board Member for the Williamson Central Appraisal District. Additionally, she serves as Treasurer for her Neighborhood Association and has been a board officer on the Association for more than 20 years.

Throughout her career with the State of Texas she held various management positions. In addition to her management roles which included managing a staff of auditors, she assisted in the development of proposed legislation, and her leadership proved instrumental in the development, design, and implementation of the Texas Uniform Statewide Accounting System. Ms. Pokorny has always applied her expertise and creativity to consistently innovating key leadership, communication and performance to produce clear and effective results which led to her being assigned to serve on numerous committees.

Ms. Pokorny received her Business Management Degree from the University of Texas at Austin. She has two children who both still live in Williamson County as well. Her family's commitment to serving their community is also exhibited through her daughter who is a teacher in the Leander Independent School District. Ms. Pokorny resides in the Breakaway Subdivision just outside of Cedar Park.

# Director District 3

## Board Position: Director District 3

### Kathryn Scanlon, CPA, CFP

Town: Austin

- PEC member since 1979
- Board member since 2008, when open elections were first allowed
- Chairman of the Audit Committee since 2008
- President of the Board 2012-2013
- Board Certified with the National Rural Electric Coop Association
- Honors graduate of the University of Texas at Austin, BBA in Accounting
- Partner in Scanlon & Scanlon, CPAs (tax and accounting services)
- Owner of Scanlon Financial Services (financial planning and investment advisory)
- Former Controller of a large underground utility contractor
- Former CFO of a global sports surface construction firm with over \$100 million in annual sales

When I first decided to run for the board in 2008 I had three areas I wanted to influence. First, was for open meetings and open records, which has been accomplished. Second was to implement renewable energy goals and energy efficiency goals. This was also implemented and re-stated goals have been done for 2020, and the phrase "being good stewards of our environment" is incorporated into our vision statement. Finally, I wanted to be able to influence cost efficiencies, but without negatively affecting customer service, reliability, and safety. The last six years have been a series of "firsts" in the 75 year history of the cooperative.

- Our first budget
- First line extension policy (which saved an estimated \$40 million in the first year alone)
- First internal audit plan
- First whistleblower policy
- First debt collection plan and the requirement to pay a deposit for new service (reducing write-offs from approximately \$3 million per year to a low of under \$1 million)
- First performance based company-wide bonus plan for all employees
- First capital credits policy
- First wage & hour study
- First facilities study
- First leadership academy
- First apprenticeship program for linemen, and most importantly
- Our first strategic plan

It was obvious how complete the mismanagement under Mr. Fuelberg was, the lack of due diligence for any decisions made, and the complete disregard for costs control. The corporate culture was one of mistrust and fear.

I'm happy to say that tremendous progress has been made in many areas. We've created a more open and trusting culture for employees. We instituted a voluntary retirement program in 2012, which, along with natural attrition, has resulted in a reduction in employee count from over 900 to under 750, even during a period when we experienced tremendous growth of membership.

Now, with the hiring of John Hewa in July 2013, we are making great strides towards operating cost efficiencies, using technology and best practices, and I believe we will be the best electric cooperative in the country, not just the largest. Mr. Hewa has put together a first class management team and has begun numerous projects. This will require higher costs in the short term as we make the transition, but should achieve tremendous cost savings and operating efficiencies and improved customer service in the long run.

Some of these initiatives include:

- Replacing the SAP enterprise software system with NiSC, software that is designed specifically for electrical co-ops and includes over 400 co-op users. NiSC provides the functionality that we require, right out of the box, versus having to spend many millions more with SAP to achieve just some of the new systems' functions. This software is estimated to save approximately \$40 million over the next five years, and reduce dedicated IT headcount from 24 to 8, and IT consultants from 11 to zero. This does not include any additional cost savings from efficiencies and process improvements.
  - The new software system, when implemented, will:
    - Improve the web portal for member self-service
    - allow for payment kiosks and payment via mobile
    - have outage reporting via web and mobile
    - streamline the staking and estimating processes
    - allow for transition to centralized dispatch
    - have much improved financial reporting and controls
- a system-wide inventory of assets with tagging, photos and GPS mapping
- a cost of service study
- installation of an automated vehicle locator program
- overflow call center services, and
- an integrated voice response system

During my tenure, PEC's financial condition has improved dramatically. We went from an unhealthy equity percentage of 18% to over 35%, which is considered very acceptable for a growing company, even while returning over \$40 million to our members in capital credits. I look forward to serving another 3 years, to get us to that place I envisioned six years ago. Please go to [www.pec.coop](http://www.pec.coop) for a more complete biography.

# Director District 3

## Board Position: Director District 3

Town: Austin

**Arnold LeVine**

**Do YOU want lower PEC electric rates?  
SO DO I !**

That's why I am running for the PEC Board of Directors, and asking for your vote. Allow me to be your voice at PEC.

*PEC is the largest member owned electric COOP in the country.*

**Therefore, it should be the best.**

PEC management and employees already provide us award winning service & reliability. Based on economy of scale, we should also be receiving the lowest electric rates. Unfortunately, our rates are higher than many of our peer coops. We need to get those rates down. The Board of Directors needs to help, not hinder, the efforts of the PEC management team and its' dedicated employees to accomplish the rate goals that will benefit us, the members/owners/customers.

### **Director Elections/Term Limits:**

Over 200,000 member/customers from all 7 PEC districts are mailed ballots for this election, even though only two positions (District 2 and 3) are up for election. Hundreds of thousands of dollars can be saved every year using single district voting.

I want single district elections.

If elected, I will propose a two-term limit for directors, and adhere to it. The current 12 years is too long.

### **Money Savings and Return to members**

Tens of millions of dollars were wasted because of high bond interest rates from years past. We need to take advantage of today's historically low interest costs.

We need to speed up the process of returning "Capital Credits" to members.

### **Transparency and Openness to Members.**

We, the members, are the owners of PEC. For many years, previous management ran a secretive coop. Great strides have been made towards openness, especially by the current CEO, who has gone so far as to make public his employment contract. This cornerstone of transparency must continue and expand.

### **Bio**

My name is Arnold LeVine.

I have been married for 34 years to my wife, Wendy, a school teacher in the Round Rock ISD. We have two grown daughters, Leah, a graduate of Texas State University in Communications, and Nicole, a graduate of the University of Texas and currently studying Veterinary Medicine. I was born in Miami, Florida, and raised in Columbus, Ohio. I attended Case Institute of Technology (Case Western Reserve University) I managed the Entertainment coupon books in 2 cities, Columbus and Cincinnati. I reopened a failed sub sandwich chain, built it back up and sold it. Later, I joined a direct mail coupon company that was subsequently acquired by Scripps-Howard and was promoted to manage the Tampa Bay territory.

We got to Texas just as fast as we could.

As an entrepreneur I have founded and operated businesses ranging from the sub and pizza restaurant to my own direct mail coupon company (Klip'nSave). I created and operated an event photo business based at the University of Texas (TOP Photo), and grew it to be one of the largest in the country.

**Today, as a self-employed photographer, I set my own schedule and agenda; therefore I have the time and availability to fully devote to the PEC District 3 Director position.**

*Vote for me and gain a voice to represent us, the residential customers.*

Suggestions? Comments? Contact me at [alevine@austin.rr.com](mailto:alevine@austin.rr.com)

## Director District 3

### Board Position: Director District 3

Town: Austin

#### Don Zimmerman

PEC Board Director 3 Candidate Profile

Don Zimmerman, District 3 PEC customer at the same residence since 2000, is a 5th generation Texan born and raised in urban south east San Antonio. Mr. Zimmerman earned B.S. and M.S. degrees from Texas A&M in 1984 and 1986 (respectively), both in Mechanical Engineering, writing a master's thesis in computer-based robotic controls. Immediately after graduation, Mr. Zimmerman was recruited and employed in Flint, Michigan to do controls engineering work in GM's most highly automated car factory, Buick City.

In 1988 he relocated to Houston, Texas where he spent 13 years in industrial process controls, including such tasks as designing, implementing, and testing fail-safe programmable logic controllers and high tech sensors in co-generation power plants, off shore oil production platforms, and a variety of chemical processing plants. He also worked several years for Schlumberger in embedded computers systems for telemetry decoding and real-time formation evaluation in state of the art logging while drilling tools, and at Compaq Computers in high speed fiber optics, creating Windows and Linux operating system device drivers for hardware controllers.

In 2000, he was recruited to Austin by a high tech start-up company, and in the last 15 years has continued embedded system work mostly around real-time video conferencing and other internet based applications. In 2002, Mr. Zimmerman was elected President of his Northwest Austin Municipal Utility District #1 (MUD), with 87% of the vote; he committed to resolve an issue of "double taxation", where two ad-valorem property taxes (the city of Austin, and the MUD) were being charged for delivery of the same water and waste-water services, and permanently re-locate MUD voting to a local school instead of a private garage. Working with other Board members he had publicly endorsed, both promises were ultimately realized in 2009; the duplicate MUD tax was eliminated as the result of a legal challenge won at the Texas Supreme Court, and the voting location case was completely resolved at the US Supreme Court, after the voting location was successfully moved in 2004. MUD taxpayers were saved \$18 million as a result of these accomplishments. He also served as the Canyon Creek area Precinct Chair for many years, and was elected as a national delegate to the 2012 Convention in Tampa, Florida. He has attended every state Republican Convention since 1996.

Zimmerman has also studied solar power, through Austin Community College and construction of experimental panels, built from large mono and poly crystalline solar cells. Zimmerman passed the initial exam of the North American Board of Certified Electrical Practitioners (NABCEP) in 2008.

Don Zimmerman is married to Jennifer Zimmerman and has one daughter, Marina L. Zimmerman.

Mr. Zimmerman has two primary interests in serving on the PEC Board:

First, make certain Google Fiber and other competitive enterprises have reasonable business terms to access PEC right of way in delivering very high speed Internet access to PEC customers.

Second, review and consider alternative wholesale power suppliers which give PEC consumers more choices and lower costs for their individualized energy need.

Year  
in Review

Engagement Technologies

Election

Membership Activities

# 2014 PEC Annual Meeting

## All PEC members are invited to the 2014 PEC Annual Meeting

**Saturday, June 21 • Cedar Park, Texas**  
 Leander ISD South Performing Arts Center at  
 Cedar Park High School, 2150 Cypress Creek Road  
 8 – 10:30 a.m. » Registration & in-person voting  
 10:30 a.m. » Business meeting begins

Come for PEC business updates, Board election voting and results, door prizes, family-friendly activities and useful information about your Co-op.

↓ Visit these booths & enjoy the activities from 8:30 to 10 a.m.! ↓

### New this year!

Solar panel display • Hill Country Science Mill  
 • Texas 811 • PEC Outage Center demo •  
 NISC software info • “Be a Lineman” display •  
 Electrical safety presentation • System inventory  
 project info • Vegetation maintenance display

Randolph-Brooks FCU • Hill Country Solar Tour info  
 • Energy management experts • Van de Graaff  
 generator • “Safe City” electric safety displays •  
 Lineman Rodeo team • Electricity-generating bike •  
 Youth Tour info • “Kidz Korner” kids activities • PEC  
 history display • Beat the Peak info • Refreshments

**Register at the meeting (and stick around!)  
 for your chance to win one of these great  
 door prizes:\***

- Retired PEC pickup truck
- iPad and Apple TV (combo)
- Energy-efficient smart TV
- Laptop computer and Nest thermostat (combo)



**Visit [pec.coop/annualmeeting](http://pec.coop/annualmeeting) for additional annual meeting details.**



\* Eligibility for door prizes: Members must register in person prior to 10:30 a.m. at the PEC Annual Meeting. Must be present to win. Only one prize per registered member may be awarded. PEC directors, director candidates, employees, and their spouses and dependents are not eligible. All door prizes are subject to terms and conditions as disclosed at the time of the award.



**Voting Instructions**

**Three Options to Cast Your Vote**

**Voting Online:**

- Go to [directvote.net/pec](http://directvote.net/pec) to access the login page of the 2014 Pedernales Electric Cooperative election.
- The **Election ID** and **Election Password** you will need to log in are on this paper ballot.
- Online voting begins May 22, 2014 and ends June 13, 2014 at 11:59 p.m. CDT.

**Voting by Mail:**

- Mark your selections by completely filling in the circle below next to your choice (example ) with a No. 2 pencil or blue or black pen.
- Detach ballot and place in the enclosed postage-paid return envelope. Mail to PEC Election, C/O Survey & Ballot Systems, P.O. Box 46430, Eden Prairie, MN 55344-9876.
- Do **not** mail your ballot to Pedernales Electric Cooperative.

**Voting in Person at the PEC Annual Meeting:**

- The PEC Annual Meeting will be held Saturday, June 21, 2014 at the Leander ISD South Performing Arts Center in Cedar Park, Texas. Registration begins at 8 a.m. and the business meeting starts at 10:30 a.m. Voting will be open from 8 a.m. to 10:30 a.m. If you have voted online or by mail, you cannot vote in person.

If you need a replacement ballot or have any problems voting online, please call toll free (866) 909-3549 Monday through Friday, 8 a.m. – 5 p.m. CDT or email [support@directvote.net](mailto:support@directvote.net).

PLEASE DETACH BEFORE RETURNING BALLOT



PEC members are invited to attend for PEC business updates, election voting and results, door prizes and family-friendly activities. Members may vote on two director positions and on the election system referendum.

**Pedernales Electric Cooperative, Inc.**  
**Official 2014 Election Ballot and Annual Meeting Notice**

The 2014 PEC Annual Meeting will be held on Saturday, June 21, 2014, at the Leander ISD South Performing Arts Center at Cedar Park High School, 2150 Cypress Creek Road, Cedar Park. Registration and voting begin at 8 a.m. The business meeting begins at 10:30 a.m. Voting will be open from 8 a.m. to 10:30 a.m.

**PEC Referendum on Election Method for Directors**

PEC's Board is composed of seven individually-elected directors. A full term for each director is a three-year term, with the directors serving staggered, overlapping terms. See Election System Considerations Comparisons enclosed with mailed ballot information.

The Board desires to know the preference of PEC members for electing directors and has placed this referendum issue on the ballot for membership vote in conjunction with the 2014 PEC Annual Meeting. The two voting methods under consideration by the Board are as follows:

**All At-Large Voting:** This is the current PEC method of voting. Director candidates must reside and take electric service in one of the seven PEC geographic districts. However, each member of PEC, regardless of the member's district of residency, is eligible to vote in each director election. As such, under normal circumstances, every PEC member has the opportunity to vote each year for each director position (2 or 3 directors per year depending on board rotation).

**Single-Member District Voting:** This is a new method being considered. Director candidates must reside and take electric service in one of the seven PEC geographic districts. However, only the PEC members in an individual district are eligible to vote for their own director under the "single-member district" concept. As such, under normal circumstances, each district's members would vote for a director only once every three-year term.

*Note: You are welcome to vote online or through the mail. You do not have to attend the 2014 PEC Annual Membership Meeting to vote.*

DO NOT CUT	MARKING INSTRUCTIONS	DO NOT CUT
<ul style="list-style-type: none"> <li>• Use black or blue ink or No. 2 pencil only.</li> <li>• Fill circles completely.</li> </ul>	<ul style="list-style-type: none"> <li>• Erase changes cleanly.</li> <li>• Make no stray marks on this form.</li> </ul>	<p style="text-align: center;"><b>Correct Mark</b>      <b>Incorrect Marks</b></p> <p style="text-align: center;"> <input type="radio"/>   <input checked="" type="radio"/>   <input type="radio"/>                      <input checked="" type="checkbox"/>   <input checked="" type="checkbox"/>   <input checked="" type="checkbox"/> </p>

Director District 2	Director District 3	Referendum
<p><b><i>Vote for only one (1) Candidate:</i></b></p> <p> <input type="radio"/> Emily Pataki  <input type="radio"/> William D. (Bill) Boggs                 </p>	<p><b><i>Vote for only one (1) Candidate:</i></b></p> <p> <input type="radio"/> Judy Lawler Pokorny  <input type="radio"/> Kathryn Scanlon  <input type="radio"/> Arnold LeVine  <input type="radio"/> Don Zimmerman                 </p>	<p><b><i>Please designate your preference:</i></b></p> <p> <input type="radio"/> All At Large Voting  <input type="radio"/> Single-Member District Voting                 </p>



**Executive Summary**

**June 05, 2014**

- 
- Agenda Subject:** Consider request for variation to Noise Ordinance for property located at 10201 E. Crystal Falls Parkway
- Background:** The applicant has a permit for a storage center at the corner of Crystal Falls and Hwy 183. Due to the size of the concrete foundation, the summer temperatures and the impact on traffic at the Crystal Falls intersection they are requesting a variance to the City's noise ordinance.
- Origination:** Building Inspections
- Financial Consideration:** No financial impact to the City
- Recommendation:** Staff recommends approval of the variance including the 70 day time limit and the three (3) day notification requirements.
- Attachments:** 2
- Prepared By:** Janet Gallagher, Building Official

**\* SBS**

CONSTRUCTION • DEVELOPMENT

P.O. Box 780849  
San Antonio, TX 78278-0849

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5/28/2014

Leander City Council  
201 N. Brushy Street  
Leander, TX.

Members of the City Council,

I am writing in support of, and asking you to vote for, a variance on the city ordinance; Article 8.04 Noise, section 8.04.001 a/11.

(11) The excavation or grading of land, or the erection, construction, demolition or alteration of any building or structure, between the hours of 9:00 p.m. and 7:00 a.m., within six hundred feet (600') of any occupied residential structure, or that generates, produces or results in any noise or sound that may be heard at the property line of any occupied residential structure; provided that this subsection shall not apply to any such work, construction, repairs or alterations that constitute an urgent necessity for the benefit and interest of the public safety, health or general welfare, e.g., repairs and emergency installations by any public utility, or to any excavation, erection, construction, demolition or alteration authorized by the city council to be undertaken between the hours of 9:00 p.m. and 7:00 a.m.;

We are currently under construction of the new Storage Center located at 10201 E. Crystal Falls Parkway, and with over 2000 yards of concrete that is needed to be poured. It will be very difficult to start pouring concrete after 7:00 a.m. Which, we'll also have to take into consideration, is the concrete truck traffic, along with the hot temperature as it progresses during the late morning and early afternoon.

Each building pad has approximately 500 yards of concrete each, which will take anywhere up to 6 – 7 ½ hours to complete 1 building pad. We would like to get started as early as 3:00-4:00 a.m. to alleviate any traffic congestion that would be caused by these pours, at a later start.

In our construction schedule we have slated dates listed as potential pour dates to complete foundations on Bldg. C June 23 Bldg. A, July 14 and Bldg. B Aug 30, 2014 with the duration to last approximately 70 days from the start date, all paving and sidewalks will be poured during normal working hours.

In addition to our scheduling we will notify the Building inspection Dept. 3 days prior to pouring concrete.

Your consideration in this matter will be greatly appreciated.

Thank you in advance.

---

17 Scenic Loop Rd., Boerne, TX 78006

830.981.5929 Phone

\*

Fax 830.981.5308

Jesse Diaz  
Project Manager

Jesse Diaz  
Project Manager  
210-781-3114 cell  
830-981-5930 office  
[jdiaz@sbsworld.net](mailto:jdiaz@sbsworld.net)

Joe Macias  
Site  
Superintendent  
210-508-7452 cell  
[jmacias@sbsworld.net](mailto:jmacias@sbsworld.net)



WCAD Parcel Boundaries



10201 E Crystal Falls Pkwy

CRYSTAL FALLS PKWY

E CRYSTAL FALLS PKWY

S US 183

LEANDER DR

UNION ST

KWAI CV

BRENTWOOD DR

Note:  
The 10201 address label does not cover any structures / residences.

STANFORD DR

PRESIDIO DR

LONE OAK DR



10201 E Crystal Falls Area



**Executive Summary**

**June 5, 2014**

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<b>Agenda Subject:</b>	Consider appointment of Mayor Pro-Tem
<b>Background:</b>	Each year following the General Election date the City Council will elect one of its members to be Mayor Pro-Tem for a one (1) year term.
<b>Financial Consideration:</b>	None
<b>Recommendation:</b>	A member of the City Council will be selected to serve as Mayor Pro-Tem for 2014/15
<b>Attachments:</b>	None
<b>Prepared By:</b>	Debbie Haile TRMC City Secretary

**RESOLUTION NO. \_\_\_\_\_**

*5.217 acre tract – Gross property*

**A RESOLUTION OF THE CITY OF LEANDER, TEXAS FINDING PUBLIC CONVENIENCE AND NECESSITY AND AUTHORIZING THE USE OF EMINENT DOMAIN TO CONDEMN IF NECESSARY FEE SIMPLE TITLE TO THAT CERTAIN 5.217 ACRE TRACT IN TRAVIS COUNTY TEXAS OWNED BY CATHY AND GARY GROSS, FOR THE PUBLIC PURPOSE OF CONSTRUCTING A PERMANENT DEEP WATER INTAKE FACILITY AND RELATED APPURTENANCES; AUTHORIZING CITY’S AGENTS, REPRESENTATIVES, AND/OR EMPLOYEES TO TAKE STEPS NECESSARY TO DETERMINE THE LOCATION OF LAND NEEDED FOR SAID FACILITY AND TO TAKE STEPS NECESSARY TO ACQUIRE SUCH PROPERTY; AND PROVIDING FOR RELATED MATTERS**

WHEREAS, in order to promote public health, safety, and welfare, the City of Leander (“City”) in its capacity as a constituent member of the Brushy Creek Regional Utility Authority (“BCRUA”) hereby finds that public convenience and necessity require acquisition of the following parcel of land in fee simple for the public use of excavating for, laying, constructing, operating, maintaining, replacing, removing, upgrading and repairing a permanent raw water intake facility and related appurtenances, including but not limited to a subsurface tunnel, maintenance building, electrical lines and communication lines (the “Project”), and further for the use of any and all excavated materials from the Property for the City’s use during the Project on the following real property in Travis County, Texas, to wit:

That certain 5.217 acre (227,259 square foot) tract of land, more or less, situated in the John Stewart Survey No. 551 and the Robert Foster Survey No. 31, Travis County, Texas; said 5.217 acre tract being comprised of a portion of Tract 1, all of Tract 2 (called 1.069 acres) and a portion of Tract 3 (called 10.068 acres) with all 3 tracts being described in a Warranty Deed to Gary L. Gross and wife, Cathy L. Gross, as recorded in Volume 11546, Page 1498 of the Real Property Records of Travis County, Travis (R.P.R.T.C.T.), and also being a portion of that certain called 5.163 acre tract of land described in a Special Warranty Deed to Gary L. Gross and wife, Cathy L. Gross, as recorded in Volume 12817, Page 1043, R.P.R.T.C.T.; said 5.217 acre tract of being more particularly described by metes and bounds and sketch in the attached Exhibit “A,” made a part hereof for all purposes, which 5.217 acre tract is referred to herein as the “Property.”

WHEREAS, in order to effectuate the Project, it will be necessary and convenient that agents, representatives, or employees of the City to lay out the Project and acquire the necessary right-of-way upon, over, under and across the Property for the public use of excavating for, laying, constructing, operating, maintaining, replacing, removing, upgrading and repairing a permanent raw water intake facility and related appurtenances, including but not limited to a subsurface tunnel, maintenance building, electrical lines and communication lines; and

WHEREAS, it may be necessary to hire engineers, surveyors, appraisers, attorneys, title companies, architects, or other persons or companies to effect the laying out, establishment, and acquisition of the Property and the Project; and

WHEREAS, in order to acquire the Property, it will be or has been necessary for the City's agents, representatives, or employees to enter upon the Property for the purpose of surveying and establishing said land titles and to determine adequate compensation for said land, to conduct tests, and to negotiate with the owners thereof for the purchase of the land titles; and,

WHEREAS, it was necessary to set out procedures for the establishment and approval of just compensation for each of the parcels to be acquired for the Project;

**Now, THEREFORE, be it RESOLVED by the City Council of the City of Leander, Texas:**

1. That in order to promote the public health, safety, and welfare, public convenience and necessity requires the acquisition of fee simple title to the Property for the public use of excavating for, laying, constructing, operating, maintaining, replacing, removing, upgrading and repairing a permanent raw water intake facility and related appurtenances, including but not limited to a subsurface tunnel, maintenance building, electrical lines and communication lines.
2. That in order to promote the public health, safety, and welfare, public convenience and necessity further require the City's acquisition and use of any and all earthen materials that may be excavated from the Property for any purposes related to the Project.
3. That the City's agents, representatives, or employees are hereby authorized to:
  - a. Lay out the exact location of the land area needed from the Property or other properties;
  - b. Hire such engineers, surveyors, appraisers, title companies, architects, and other persons or companies needed to effect the laying out of the facilities, the establishment and acquisition of the required right-of-way, and the construction of the water supply infrastructure improvements and appurtenances;
  - c. Enter upon any property necessary for the purpose of surveying and establishing the title, to determine adequate compensation for the right-of-way, and to conduct tests;
  - d. Negotiate with the owners of any such properties for the purchase thereof;
  - e. To purchase the Property, and execute all documents necessary to acquire such rights-of-way over the Property, all subject to express approval of the specific, negotiated terms by the City Council;

- f. Initiate eminent domain proceedings against the owner(s) of the Property for fee simple title to the Property in the event the owner(s) fail to accept a bona fide offer to purchase the Property; and
  - g. Take whatever further actions deemed appropriate to economically effect the establishment of the Project and appurtenances thereto.
3. That all previous acts and proceedings done or initiated by the City's agents, representatives, or employees for the establishment of the Project, including the negotiation for and/or acquisition of the Property are hereby authorized, ratified, approved, confirmed, and validated. This resolution shall take effect immediately from and after its passage.
  4. The Mayor is hereby authorized to sign this resolution and the City Secretary to attest thereto on behalf of the City of Leander, Texas.
  5. This resolution shall be effective immediately upon adoption.

RESOLVED by the City Council of the City of Leander this \_\_\_\_ day of \_\_\_\_\_, 2014.

**THE CITY OF LEANDER, TEXAS**

ATTEST:

**THE CITY OF LEANDER:**

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

By: \_\_\_\_\_  
Christopher Fielder, Mayor

