AGENDA
REGULAR CITY COUNCIL
CITY OF LEANDER, TEXAS

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

Thursday ~ July 17, 2014 at 7:00 PM

Mayor – Christopher Fielder	**Place 4 – Ron Abruzzese**
Place 1 – Andrea Navarrette	**Place 5 – Jason Dishongh**
Place 2 – Kirsten Lynch	**Place 6 – David Siebold**
Place 3 – Simon Garcia (Mayor Pro Tem)	**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. Williamson County Historical Museum Presentation by Bob Payne
   Sponsored by Steve Bosak

6. Presentation from the Economic Development Committee to Council
   Sponsored by Mayor Fielder

7. Presentation from Greater Leander Chamber of Commerce

8. Proclamation recognizing ADA Awareness Day
   Sponsored by Council Member Lynch

CONSENT AGENDA: ACTION

9. Approval of the minutes: July 3, 2014

10. Acceptance of Subdivision Infrastructure Improvements for Magnolia Creek, Section 5

11. Acceptance of Crystal Falls Town Center Lot 3, Block A Water and Wastewater Improvements

12. License Agreement for the installation and maintenance of irrigation, lighting, hardscape, signage, decorative street lights, entrance gates and related equipment, and temporary parking within the City rights-of-way for the Travisso Subdivision

13. Amendment to the Leander Chamber of Commerce Lease Agreement

PUBLIC HEARING

14. Second public hearing on voluntary annexation of an area of land being 121.748 acres, more or less, generally located on County Road 280 west of Bagdad Road, and including the abutting streets, roadways, and rights-of-way, being located in Williamson County, Texas and adjacent and contiguous to the city limits

15. Second public hearing on voluntary annexation of an area of land being 41.669 acres, more or less, generally located on Hero Way east of County Road 270, and including the abutting streets, roadways, and rights-of-way, being located in Williamson County, Texas and adjacent and contiguous to the city limits

16. First public hearing on voluntary annexation of several tracts of land including the 9.999 acres, more or less, Parker tract, the 0.1442 acre, more or less, Stence tract, the 140.232 acres, more or less, Cannon tract, the 36.69 and 21.985 acres, more or less Christianson tracts, and the 13.63 and 39.59 acres, more or less. Garlock tracts all located in Williamson County and adjacent and contiguous to the city limits

PUBLIC HEARING: ACTION

17. **Continuation of Public Hearing** on a Resolution creating the Oak Creek Public Improvement District and an agreement with Sentinel/Cotter Leander, LLC

    Action on Agreement with Developer regarding terms and conditions related to the creation of the Public Improvement District

    Action on a Resolution authorizing the creation of the Oak Creek Public Improvement District

18. **Public Hearing** on Zoning Case # 14-Z-016: Consider a zoning change for 0.48 acres, more or less for a tract of land generally located on the west side of Raider Way, approximately 1,620 feet from the northwest corner of the intersection of E. Crystal Falls Parkway and Raider Way from Interim zoned SFR-1-B, Single Family Rural to MF-2-B, Multi Family, Leander, Williamson County, Texas
    Applicant: Brian J. Parker on behalf of Crystal Falls LTD

    Action on Zoning Case # 14-Z-016: amending Ordinance #05-018, the Composite Zoning Ordinance for a tract of land generally located on the west side of Raider Way, approximately 1,620 feet from the northwest corner of the intersection of E. Crystal Falls Parkway and Raider Way, Leander, Williamson County, Texas

REGULAR AGENDA

19. Second Reading of an Ordinance on Zoning Case #13-Z-027: amending Ordinance #05-018, the Composite Zoning Ordinance for the property located to the southwest of the intersection of San Gabriel Pkwy. & US Hwy. 183, Leander, Williamson County, Texas

20. Composite Zoning Ordinance Case #14-OR-003: Second Reading of an ordinance amending sections of the Composite Zoning Ordinance, to add the definition of ornamental trees and riparian corridors and to modify the definition of a significant tree, update the site standards regarding landscape requirements, to add and modify requirements for drainage and detention facilities, to amend the site development standards to include the protection of riparian corridors, and to update the parking lot connections requirements.

21. Subdivision Case #14-OR-005: Consider action on amending sections of the Subdivision Ordinance, to add provisions for the protection of riparian corridors, to add requirements associated with parking lot connections and to add tree survey requirements.

22. Second Reading of an Ordinance on Zoning Case #14-Z-013: rezoning of 2,400 acres, more or less, known as the Transportation Oriented Development District (the "TOD"). The property is an area of approximately 2,400 acres in the Williamson County portion of the City of Leander, Texas as of May 16, 2014, lying generally east of County Road 279 / Bagdad Road, north of East Crystal Falls Roadway, west of County Roads 269 and 270, and south of the San Gabriel River; including US Highway 183 from generally north of its intersection with Sonny Drive to south of its intersection with High Gabriel East; including the 183A Toll Road from just south of its intersection with High Gabriel East to approximately 2,500 feet south of its intersection with RM 2243, and including the following subdivisions Old Town, and the Original Town of Leander Mason's, Atkin's, and Walker's Additions. The land is also more particularly described in field notes, maps and materials related to the proposed zoning. The property is currently zoned Planned Unit Development ("PUD") and is proposed to be rezoned to amend the PUD to modify the land use plan for the area and to amend the development regulations included in the SmartCode and additional standards applicable to the areas designated as Conventional Development.

23. Consider assignment and assumption of the Randall's Development Agreement from Randall's Food and Drugs, LP to Property Development Centers, LLC

24. Consider nominations for appointment to Parks and Recreation Advisory Board, Library Foundation Board, Public Arts Commission, Veterans Park Committee and Economic Development Committee

25. Appointments or reappointments to the BCRUA Board

26. Council Members Closing Statements

27. 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 11th day of July, 2014 by 5:00 pm pursuant to Chapter 551 of the Texas Government Code.

Debbie Haile

Debbie Haile TRMC, City Secretary

PROCLAMATION

WHEREAS, On July 26, 1990, President George Herbert Walker Bush signed the Americans with Disabilities Act (ADA) into law; and

WHEREAS, The ADA provides 54 million Americans with disabilities protection from discrimination in employment, access to goods and services, and communications; and

WHEREAS, The new Civil Rights Division of the Texas Workforce Commission created by the Texas Legislature provides employment protections for people with disabilities; and

WHEREAS, Texas employers have provided employees with disabilities with flexible work hours, sign language interpreters, accessible web sites, and adaptive technology; and

WHEREAS, Since April of 1994, 23,091 building projects have been certified as compliant with the 'Texas Accessibility Standards'; 12,957 of these have received an "Access for All" decal; and

WHEREAS, In an effort to meet the ADA's requirement to offer people with disabilities services in the most appropriate integrated setting, Texas implemented an initiative resulting in more than 5,000 individuals with disabilities moving from nursing facilities into less restrictive community services and more than 900 individuals with mental retardation or a related condition moving from large state institutions to community settings; and

WHEREAS, Since 1990, Relay Texas, a service through which people with disabilities can communicate by telephone more efficiently and effectively, has translated more than 53 million calls; and

WHEREAS, The Governor's Committee on People with Disabilities facilitates implementation of the ADA through a newly designed web page which includes compliance survey results of sports and performance arenas, city emergency preparedness sites, Texas jails, selected Texas cities and counties, state contracted hotels, updated information about assistance animals, employment protections and building accessibility

NOW, THEREFORE the Mayor and the City of Leander do hereby proclaim July 27, 2014 as

ADA Awareness Day

Signed this 17th day of July, 2014.

Attest:

Christopher Fielder, Mayor

Debbie Haile, City Secretary

MINUTES
REGULAR CITY COUNCIL
CITY OF LEANDER, TEXAS

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

Thursday ~ July 3, 2014 at 7:00 PM

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

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

2. Roll Call
   All present

3. Staff Comments:
   Steve Bosak, Director of Parks & Recreation informed Council about Liberty Fest

4. Citizen Comments: Three (3) minutes allowed per speaker
   Please turn in speaker request form before the meeting begins
   Rhonda Conatser, 1808 Southcreek Drive – asked that her neighborhood (Northcreek) be cleaned up

5. Proclamation recognizing July 2104 as "Open My World Therapeutic Riding Center" in the City of Leander. *Sponsored by Council Member Dishongh*
   Council Member Dishongh read the Proclamation and presented it to Donna Rowland with Open My World Therapeutic Riding Center

   Donna Rowland gave a presentation to Council

CONSENT AGENDA: ACTION

6. Approval of the minutes: June 19, 2014

7. Acceptance of Modifications to Contributing Zone Plan for Heritage Glen Section 1

8. Acceptance of Subdivision Infrastructure Improvements for Carneros Ranch Section One

9. Second Reading of an Ordinance on Zoning Case #14-Z-010: amending Ordinance #05-018, the Composite Zoning Ordinance a parcel located at 1405 Leander Drive, Leander, Williamson County, Texas

10. Second Reading of an Ordinance on Zoning Case #14-Z-012: amending Ordinance #05-018, the Composite Zoning Ordinance for a parcel generally located approximately 190 feet from the

north of the intersection of Vista Ridge Drive and Bagdad Road on the west side of Bagdad Road, Leander, Williamson County, Texas

11. A Resolution expressing Intent to Finance Expenditures to be incurred by the City of Leander, Texas

12. Authorize City Manager to execute Agreement with First Southwest Company for Financial Advisory Services

13. Authorize City Manager to execute Agreement with Bickerstaff, Heath, Delgado, Acosta LLP for Bond Counsel Services on Oak Creek Public Improvement District Bonds

14. Authorize City Manager to execute Agreement with Bickerstaff, Heath, Delgado, Acosta LLP for Bond Counsel Services

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

PUBLIC HEARING

15. First public hearing on voluntary annexation of an area of land being 121.748 acres, more or less, generally located on County Road 280 west of Bagdad Road, and including the abutting streets, roadways, and rights-of-way, being located in Williamson County, Texas and adjacent and contiguous to the city limits
No speakers

16. First public hearing on voluntary annexation of an area of land being 41.669 acres, more or less, generally located on Hero Way east of County Road 270, and including the abutting streets, roadways, and rights-of-way, being located in Williamson County, Texas and adjacent and contiguous to the city limits.
No speakers

PUBLIC HEARING: ACTION

17. **Public Hearing** on an Ordinance Granting a Public Utility Easement in Benbrook Ranch Park
Steve Bosak, Director of Parks and Recreation explained

Action on an Ordinance Granting a Public Utility Easement in Benbrook Ranch Park

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

18. **Continuation of Public Hearing** on a Resolution creating the Oak Creek Public Improvement District and an agreement with Sentinel/Cotter Leander, LLC

Action on Agreement with Developer regarding terms and conditions related to the creation of the Public Improvement District

Action on a Resolution authorizing the creation of the Oak Creek Public Improvement District

James Lyon, 2209 Buffalo Gap inquired on the due diligence of this project

Mayor Fielder made a motion to continue the public hearing to July 17, 2014 meeting. Second by Council Member Dishongh. Motion passes, all voting "aye"

No other action taken

19. **Public Hearing** on Composite Zoning Ordinance Case # 14-OR-003: consider amending section of the Composite Zoning Ordinance, to add the definition of ornamental trees and riparian corridors and to modify the definition of a significant tree, update the standards regarding landscape requirements to add and modify requirements for drainage and detention facilities, to amend the site development standards to include the protection of riparian corridors and to update the parking lot connections requirements

Tom Yantis, Director of Development Services explained

Action on Composite Zoning Ordinance Case #14-OR-003: amendments to the Composite Zoning Ordinance

Motion made by Council Member Siebold to direct staff to draw up an amendment based on staff recommendations and the discussion by council and bring back for the second reading at which time changes can be made if necessary. Second by Council Member Navarrette.
Motion passes, all voting "aye"

20. **Public Hearing** on Subdivision Ordinance Case #14-OR-005: Consider amending sections of the Subdivision Ordinance to add provisions for the protection of riparian corridors, to add requirements associated with parking lot connections and to add tree survey requirements

Tom Yantis, Director of Development Services explained

Frank Stiles, 4180 Hwy 183 – made suggestions concerning the amendments
Rhonda Conatser, 1808 Southcreek Drive – talked about the trees in her yard

Action on Subdivision Case #14-OR-005: amendments to the Subdivision Ordinance

Motion made by Mayor Fielder to postpone action on this item until the July 17, 2014 Council Meeting. Second by Council Member Dishongh. Motion passes, all voting "aye"

21. **Public Hearing** on Zoning Case #14-Z-013: Consider action on the rezoning of 2,400 acres, more or less, known as the Transportation Oriented Development District (the "TOD"). The property is an area of approximately 2,400 acres in the Williamson County portion of the City of Leander, Texas as of May 16, 2014, lying generally east of County Road 279 / Bagdad Road, north of East Crystal Falls Roadway, west of County Roads 269 and 270, and south of the San Gabriel River; including US Highway 183 from generally north of its intersection with Sonny Drive to south of its intersection with High Gabriel East; including the 183A Toll Road from just south of its intersection with High Gabriel East to approximately 2,500 feet south of its intersection with RM 2243, and including the following subdivisions Old Town, and the Original Town of Leander Mason's, Atkin's, and Walker's Additions from current zoning of PUD, Planned Unit Development to amended PUD, Planned Unit Development to modify the land use plan for the area and to amend the development regulations included in the Smart Code and additional standards applicable to the areas designated as Conventional Development, Leander, Williamson County, Texas

Mayor Fielder asked for a break for 5 minutes at 8:35 pm
Council reconvened from break at 8:41pm

Tom Yantis, Director of Development Services explained

Kristiana Alfsen 1511 Justin Lane Austin – spoke in favor Option C
Lance Hughes 2609 Westlake Drive – spoke in favor of Option C
Sam Winters Brazos Street, Austin – would like to see boundaries moved
Frank Stiles 4180 Hwy. 183 – made suggestions on regulations
Alma Madison, 301 N. East Street – asked for clarification concerning her neighborhood

Action on Zoning Case #14-Z-013: an Ordinance rezoning the Transportation Oriented Development District (TOD), Leander, Williamson County, Texas

Map Adoption:

Motion made by Council Member Siebold to approve Option B Map based on P & Z recommendations . Second by Council Member Abruzzese.

Substitute Motion made by Mayor Fielder to approve Option C with the inclusion of adding down to 2243 but not across 2243 to take in Mr. Leslie's property. Second by Mayor Pro Tem Garcia.

Council Member Siebold withdrew his first motion. Council Member Abruzzese withdrew his second to the first motion.

Substitute motion made by Council Member Navarrette to approve Option B with the inclusion of the area north of San Gabriel as shown in Option A. Second by Council Member Siebold.

Tom Yantis answered questions from Council

Mayor Fielder withdrew his substitute motion. Mayor Pro Tem Garcia withdrew his second to the substitute motion.

Amended Motion made by Council Member Navarrette to approve Option B removing south of 2243 and changing it to CD and to include north of San Gabriel as S-1 as shown in Option A and calling the changed area Option D. Second by Council Member Siebold. Motion passes, 5 to 2 with Council Members Lynch and Abruzzese voting against.

CD Areas and Roadways:

Motion made by Council Member Dishongh to approve with change concerning 2243 as discussed and to make 2243 a "B" street to include solid building frontage and include San Gabriel intersection at Mel Mathis to 183A as an "A" street. Second by Council Member Abruzzese. Motion passes, all voting "aye"

Smart Code Updates:

Motion made by Council Member Dishongh to bring this item back with staff recommendations. Second by Mayor Pro Tem Garcia. Motion passes, 6 to 1 with Council Member Lynch voting against.

Council Member Dishongh asked for CD Areas and Roadways item to be revisited.

Amended Motion made by Council Member Dishongh to keep the above motion but to include the recommendation made by P & Z to incentivize the inclusion of pedestrian items along roadways. Second by Council Member Abruzzese. Motion passes, all voting "aye".

REGULAR AGENDA

22. Second Reading of an Ordinance on Zoning Case #13-Z-027: amending Ordinance #05-018,

the Composite Zoning Ordinance for the property located to the southwest of the intersection of San Gabriel Pkwy. & US Hwy. 183, Leander, Williamson County, Texas

Mayor Fielder announced that this item has been postponed

23. Consider Award of Construction Contract for Ronald Reagan Water Line North Project
Wayne Watts, City Engineer explained

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

24. Consider a Reimbursement Agreement with Catalina Ranch, LLC for the oversizing of a wastewater Line

Mayor Fielder announced that this item has been postponed

25. Consider recommendation from the Planning & Zoning Commission related to procedures of Concept Plans, Preliminary Plats and Final Plats
Tom Yantis, Director of Development Services explained

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

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

27. Adjournment
With there being no further business, the meeting adjourned at 10:34 p.m.

Attest:

_____ _____

Christopher Fielder, Mayor Debbie Haile, TRMC, City Secretary

Executive Summary

July 17, 2014

Council Agenda Subject: Consider Acceptance of Subdivision Infrastructure Improvements for Magnolia Creek, Section 5.

Background: The subdivision infrastructure improvements required for Magnolia Creek, Section 5 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 July 17, 2014 which will provide warranty and maintenance coverage for the infrastructure improvements through July 17, 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 Magnolia Creek, Section 5.

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

229.002

23 June 2014

City of Leander Planning Department
104 North Brushy ST
PO Box, 319
Leander, Texas 78646

RE: Engineer's Concurrence Letter
Magnolia Creek Subdivision, Section V
Leander, Texas 78641

To Whom It May Concern:

On 19 June 2014, George B Harrington, the undersigned professional engineer (No. 114304), made a final visual inspection of the above referenced project. I have also visited the site during construction and observed that the grading, drainage structures, detention pond, streets, utilities, and lots were constructed by Joe Bland General Contractors per the approved plans with insignificant deviation. I therefore concur that the above reference project is substantially complete.

I trust that this letter is sufficient for its intended purpose of conveying to your office that the above referenced project has been sufficiently completed. Should you have any questions, please don't hesitate to contact our office.

Sincerely,

BIG RED DOG Engineering | Consulting
Texas Engineering Firm No. F-11201

George B. Harrington, P.E.
Construction Phase Manager

STATE OF TEXAS
GEORGE B. HARRINGTON
114304
LICENSED
PROFESSIONAL ENGINEER
23 June 2014

MAINTENANCE BOND
Subdivision Improvements

THE STATE OF TEXAS §

Bond No. 4393491

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that Joe Bland Construction, LP as Principal, whose address is 13111 Dessau Road, Austin, Texas 78754 and Suretec Insurance Company a Corporation organized under the laws of the State of Texas, 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 Nineteen Thousand Three Hundred Fifty Two and 21/100's Dollars ($ 219,352.21) 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 Magnolia Creek Section 5 Water, Wastewater, Drainage and R.O.W. Improvements, including utility trench backfill (*insert description of subdivision improvements*) (the "improvements") pursuant to the ordinances of the Obligee, which ordinances are hereby expressly made a part hereof as though the same were written and embodied herein;

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

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

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

arising by reason of defective material, work, or labor performed by said Principal or its subcontractors, and in the case the said Principal shall fail to do so within ten days after being notified, it is agreed that the Obligee may do said work and supply such materials, and charge the same against Principal and Surety on this obligation.

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

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

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

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

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

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 23rd day of June, 2014.

Joe Bland Construction, LP	Suretec Insurance Company
Principal	Surety
By:	By:
Title: Joe Bland President, Bland, Inc. General Partner	Title: David S. Ballew, Attorney-In-Fact
Address:	Address:
13111 Dessau Road	1330 Post Oak Blvd., Suite 1100
Austin, Texas 78754	Houston, Texas 77056

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

Ballew Surety Agency, Inc., David S. Ballew

8140 N. Mopac Expy, Bldg. 1, Suite 100, Austin, Texas 78759

(Seal)

POA #: 4221356

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

David S. Ballew

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Three Million Dollars and no/100 ($3,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 12/31/2016 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. *(Adopted at a meeting held on 20th of April, 1999.)*

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 21st day of March, A.D. 2013.

SURETEC INSURANCE COMPANY

By: _____

John Knox Jr., President

State of Texas ss:
County of Harris

On this 21st day of March, A.D. 2013 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

JACQUELYN MALDONADO
Notary Public
State of Texas
My Comm. Exp. 5/18/2017

Jacquelyn Maldonado, Notary Public
My commission expires May 18, 2017

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 23rd day of June, 2014, A.D.

M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

SureTec Insurance Company

THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION

Statutory Complaint 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: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, Tx 78759

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
PO Box 149104
Austin, TX 78714-9104
Fax#: 512-475-1771

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.

Terrorism Risks Exclusion

The Bond to which this Rider is attached does not provide coverage for, and the surety shall not be liable for, losses caused by acts of terrorism, riot, civil insurrection, or acts of war.

Exclusion of Liability for Mold, Mycotoxins, Fungi & Environmental Hazards

The Bond to which this Rider is attached does not provide coverage for, and the surety thereon shall not be liable for, molds, living or dead fungi, bacteria, allergens, histamines, spores, hyphae, or mycotoxins, or their related products or parts, nor for any environmental hazards, bio-hazards, hazardous materials, environmental spills, contamination, or cleanup, nor the remediation thereof, nor the consequences to persons, property, or the performance of the bonded obligations, of the occurrence, existence, or appearance thereof.

BIG RED DOG
ENGINEERING | CONSULTING

3 July 2014 229.002

City of Leander Planning Department
104 North Brushy ST
PO Box 319
Leander, Texas 78646

Re: Final Construction Costs
Magnolia Creek Subdivision, Section V
Leander, Texas 78641

To Whom it May Concern,

On 23 June 2014 Kyle Klussman from Joe Bland Construction, LP (the general contractor for the above referenced project) provided BIG RED DOG the following cost breakdown for the Magnolia Creek Section V construction:

Water:	$224,156.00
Waste Water:	$331,152.00
Drainage, Grading and Pond:	$848,010.50
Streets and ROW:	$523,494.30
Miscellaneous Costs:	$535,403.53
Total Project Cost:	$2,462,216.33

Sincerely,

BIG RED DOG Engineering | Consulting
Texas Engineering Firm No. F-11201

Russell Kotara, P.E.
Assistant Project Manager

STATE OF TEXAS
RUSSELL W. KOTARA
99350
7/3/14
LICENSED
PROFESSIONAL ENGINEER

FINAL BILLS PAID AFFIDAVIT
AND WAIVER OF LIEN

STATE OF TEXAS
COUNTY OF

Date: June 6, 2014

Owner: Continental Homes of Texas, LP
10700 Pecan Prk, Austin, Tx. 78750

Contractor/Material
Provider ("Affiant"): Joe Bland Construction, LP
13111 Dessau Rd, Austin, Tx. 78754

Project : Magnolia Creek Section 5, Leander, Tx

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 20 day of June, 2014.

AFFIANT:

Signature: Kyle Klussmann

Typed Name: Kyle Klussmann

Title: Project Manager_____

STATE OF TEXAS '
'
COUNTY OF Travis '

BEFORE ME the undersigned authority on this day personally appeared Kyle Klussmann, 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 20th day of June 2014.

[S E A L]

LEA HARPER
Notary Public, State of Texas
My Commission Expires
March 14, 2017

Notary in and for the State of Texas

Name: Lea Harper

My commission expires: 3-14-2017

Executive Summary

July 17, 2014

Council Agenda Subject: Consider Dedication and Acceptance of Crystal Falls Town Ctr. Lot 3 – Blk "A" Water & Wastewater Improvements

Background: As part of the site development infrastructure requirements for this project, the water and wastewater improvements have been concluded, 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 **July 17, 2014**, which will provide warranty and maintenance coverage for the utility improvements through **July 17, 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 Crystal Falls Town Ctr. Lot 3 – Blk "A" Water and Wastewater Improvements

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

JAY ENGINEERING COMPANY, INC.
P.O. Box 1220
Leander, TX 78646
(512) 259-3882
Fax 259-8016
Texas Registered Engineering Firm F-4780

April 7, 2014

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

Re: Crystal Falls Town Center
Lot 3, Block "A" - Water and Wastewater 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 water and wastewater 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 with the exceptions listed below. Record Drawings have been provided to the City reflecting these changes.

1. The proposed 16" gate valve on the existing water line was redundant and was therefore removed at the request of the City.
2. The City determined the proposed 12" gate valve located outside of pavement was not required and it was removed.

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

STATE OF TEXAS
SAMUEL D. KIGER
89353
LICENSED
PROFESSIONAL ENGINEER

4-7-14

PN 157-051-20

MAINTENANCE BOND
Subdivision Improvements

Bond No. 712584P

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 Twelve Thousand Three Hundred Sixty Four Dollars & 35/100's ($12,364.35) to which payment will and truly to be made we do bind ourselves, our and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal has constructed Crystal Falls Town Center Lot 3, Blk A, Water & Wastewater 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 the performed thereon, or the plans, specifications or drawings accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the improvements, or the work to be performed thereon.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 23rd day of April, 2014 .

Ross Construction, Inc.
Principal

By: _____

Title: President

Address: _____

PO Box 93188

Austin, TX 78709

Developers Surety and Indemnity Company
Surety

By: _____

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

Address: _____

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)

Bond Number: 712584P

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

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

DEVELOPERS SURETY AND INDEMNITY COMPANY CORPORATE OCT. 10 1936 IOWA

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)

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

GINA L. GARNER
COMM. # 2021213
NOTARY PUBLIC CALIFORNIA
ORANGE COUNTY
My comm. expires May 18, 2017
WMD2

Place Notary Seal Above

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 23rd day of April 2014.

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

ID-1438(Rev.05/13)

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call the Surety's toll free telephoen 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

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 tanbien 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 Departmento 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

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 comunicarrse con el departamento (TDI).

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

THE INSCO DICO GROUP

Insco 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

CONTRACTOR: ROSS CONSTRUCTION, INC.
P.O. BOX 93188
AUSTIN, TX. 78709-3188

Pay Request 4 AND FINAL
3/31/2014

PROJECT: CF TOWN CENTER
W WW

OWNER: THE LOOKOUT GROUP, INC.
C/O JAY ENGINEERING COMPANY, INC.
1500 CR 269
LEANDER, TX 78641

ITEM	DESCRIPTION	QUANT.	UNIT	UNIT PRICE	ORIGINAL CONTRACT TOTAL	ADJ. QTY.+/-	REV. QTY.	REV. TOTAL
1	SILT FENCE	425	LF	$ 1.75	$ 743.75	(425)	-	$ -
2	ROCK BERMS	30	LF	$ 20.00	$ 600.00	(30)	-	$ -
3	PREP ROW	2.9	STA	$ 1,100.00	$ 3,190.00	-	3	$ 3,190.00
4	STABILIZED CONSTRUCTION ENT.	1	EA	$ 1,000.00	$ 1,000.00	-	1	$ 1,000.00
5	PAVEMENT REPAIR	450	SF	$ 18.25	$ 8,212.50	-	450	$ 8,212.50
6	WALK AND CURB REPAIR	1	LS	$ 1,500.00	$ 1,500.00	-	1	$ 1,500.00
7	REVEGETATION LAKELINE ROW	33	SY	$ 12.00	$ 396.00	-	33	$ 396.00
8	TRAFFIC CONTROL	1	LS	$ 2,500.00	$ 2,500.00	-	1	$ 2,500.00
	UTILITIES							
1	TRENCH SAFETY	597.00	LF	$ 15.00	$ 8,955.00	-	597	$ 8,955.00
2	8" SDR 26 WASTEWATER	289	LF	$ 105.00	$ 30,345.00	-	289	$ 30,345.00
3	WW SERVICE	1	EA	$ 1,770.00	$ 1,770.00	-	1	$ 1,770.00
4	4" SDR 21 STUB	8	LF	$ 75.00	$ 600.00	-	8	$ 600.00
5	4' WW MANHOLE	1	EA	$16,375.00	$ 16,375.00	-	1	$ 16,375.00
6	COAT MANHOLE	1	EA	$ 2,575.00	$ 2,575.00	-	1	$ 2,575.00
7	FINE GRADE AND STABILIZE DISTURBED AREA WITH MULCH	1611	SY	$ 2.00	$ 3,222.00	-	1,611	$ 3,222.00
8	16" X 12" TS&V	1	LS	$13,903.00	$ 13,903.00	-	1	$ 13,903.00
9	12" WATER DR 14	320	LF	$ 65.00	$ 20,800.00	-	320	$ 20,800.00
10	12" GATE VALVE	2	EA	$ 2,000.00	$ 4,000.00	(1)	1	$ 2,000.00
11	STORZ HYDRANT ASSEMBLY	1	EA	$ 4,100.00	$ 4,100.00	-	1	$ 4,100.00
12	SINGLE WATER SERVICE	1	EA	$ 1,100.00	$ 1,100.00	1	2	$ 2,200.00

TOTAL CONTRACT AMOUNT =	$ 123,643.50
3.5% INSPECTION FEES =	$4,327.52
FEES PAID AT SUBMITTAL =	$2,774.69
FEES OWED BY APPLICANT =	$1,552.83

STATE OF TEXAS
SAMUEL D. KIGER
89353
LICENSED
PROFESSIONAL ENGINEER

4-11-14

FINAL BILLS PAID AFFIDAVIT
AND CONDITIONAL WAIVER OF LIEN

STATE OF TEXAS
COUNTY OF TRAVIS

Date: 4-23-14

Owner: Taylor Morrison at Crystal Falls, LLC

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

Project: CRYSTAL FALLS TOWN CENTER LOT 3, BLK A, WATER & WASTEWATER 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 23rd___ day of __Apr____, 2014___.

AFFIANT:

Signature: _____

Typed Name: _____NED ROSS_____

Initialed: N.R

Title: PRESIDENT

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 23rd_____ day of Apr___, _2014___.

[S E A L]

GLORIA RENNAKER NOTARY PUBLIC STATE OF TEXAS EXPIRES 06/21/2017

_____

Notary in and for the State of Texas

Name:

My commission expires: _____

Initialed: NR

AGENDA ITEM # 12

Executive Summary

July 17, 2014

Agenda Subject: Consideration of a License Agreement for the installation and maintenance of irrigation, lighting, hardscape, signage, decorative street lights, entrance gates and related equipment, and temporary parking within the City rights-of-way.

Background: The Travisso, Ltd has requested a licensing agreement to construct, install, and maintain (1) landscaping; (2) landscape lighting; (3) irrigation system for landscaping; (4) hardscape to include entry monuments, walls, and structures; (5) entry and community signage; (6) decorative streetlights; (7) decorative street signs that comply with City regulations; and (8) private entrance gates & operating equipment within the right of way of all roadways in Travisso Subdivision as shown in Exhibit A. In addition to the above improvements, temporary parking areas will be permitted as shown in Exhibit B.

Origination: Applicant: Adib Khoury, Vice President (TMC Travisso GP, LLC) on behalf of the Travisso, Ltd.

Financial Consideration: None

Recommendation: Staff recommends approval of the proposed license agreement.

Attachments:
1. License Agreement
2. Exhibits A & B
3. Insurance Certificate

Prepared By: Tom Yantis, AICP
Development Services Director

07/10/2014

LICENSE AGREEMENT

The City of Leander, Texas a municipal corporation and political subdivision of the State of Texas situated in Travis & Williamson County, Texas ("the City" or "Licensor"), and the Travisso, Ltd, a Texas limited partnership, ("Licensee") enter into this License Agreement ("Agreement") on this the ____ day of _____, 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 following improvements for the Travisso Subdivision (the "Subdivision") located in the rights-of-way of all roadways located in the Subdivision being: (1) landscaping; (2) landscape lighting; (3) irrigation system for landscaping; (4) hardscape to include entry monuments, walls, and structures; (5) entry and community signage; (6) decorative streetlights; (7) decorative street signs that comply with City regulations; and (8) private entrance gates and related operating equipment; hereinafter referred to as the "Improvements". The general locations of the rights-of-way containing the Improvements are more particularly shown in Exhibit "A". The rights-of-way are more particularly shown on the approved final plats of the Subdivision proposed within the boundary of the Subdivision shown in Exhibit "A". In addition to the named Improvements, Licensee is authorized to install and use temporary parking spaces as more particularly shown in the attached Exhibit "B".

The above-described properties, hereinafter referred to as the "licensed property", are further shown in Exhibits "A" and "B" 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 must be approved 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 such encroachment in the City's right-of-way may necessitate further requirements and contractual agreements to be executed by Licensee with the City. Any provision herein to the contrary notwithstanding, Licensee shall be liable for, and shall indemnify and hold the City harmless from all damages, causes of action, and claims arising out of or in connection with Licensee's installation, operation, maintenance or removal of the improvements permitted under this Agreement.

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

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

Said uses of the licensed property by the City are permitted even though such use may substantially interfere with or destroy Licensee's use of the licensed property, or the Improvements. In case of a declared emergency, damage to or destruction of Licensee's property shall be at no charge, cost, claim, or liability to the City, its agents, contractors, officers, or employees.

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

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

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

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

VI. CONDITIONS.

A. Licensee's Responsibilities. Licensee will be responsible for any damage to or repair of the

Improvements. Further, Licensee shall reimburse the City for all costs of replacing or repairing any property of the City or of others which was damaged or destroyed as a result of activities under this Agreement by, or on behalf of, Licensee.

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

C. Modification of Improvements. Licensee agrees that modification of the Improvements shall be at Licensee's expense. Licensee shall obtain the proper permits prior to any modification of the Improvements. 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	**Licensor Address**
Travisso, Ltd	City of Leander
Attention: Heath Melton	Attention: City Manager
11200 Lakeline Blvd	P.O. Box 319
Austin, TX, 78717	Leander, Texas 78641

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

VIII. TERMINATION.

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

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

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

2. Use of the right-of-way area becomes necessary for a public purpose;

3. The licensed Improvements, or a portion of them, constitute a danger to the public which the City deems not be remediable by alteration or maintenance of such Improvements;

4. Despite thirty (30) days written notice to Licensee, maintenance or alteration necessary to alleviate a danger to the public has not been made; or

5. Licensee fails to comply with the terms and conditions of this Agreement including, but not limited to any insurance or license fee requirements specified herein.

IX. EMINENT DOMAIN. If eminent domain is exerted on the licensed property by paramount authority, then the City will, to the extent permitted by law, cooperate with Licensee to effect the removal of Licensee's affected installations and Improvements thereon, at Licensee's sole expense. Licensee shall be entitled to retain all monies paid by the condemning authority to Licensee for Licensee's installations and Improvements 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; HOMEOWNER'S ASSOCIATION. (a) Licensee shall not assign, sublet or transfer its interest in this Agreement without the written consent of the City, which consent shall not be unreasonably withheld.

(b) The City Manager may approve an assignment, sublease, or transfer of interest in this Agreement to a home owner's association for the Subdivision (the "HOA") that meets the requirements of this paragraph. The HOA must have been legally established and maintenance obligations for the Improvements must have been assigned to the HOA. The HOA must have a binding, continuing responsibility for the maintenance and operation of the Improvements and shall establish adequate funding for such maintenance and operation. The HOA's maintenance obligation shall be noted on the plat for the Subdivision and in the restrictive covenants filed of record for the Subdivision in a form that is acceptable to the City. The restrictive covenants shall: provide for a monthly, semi-annual or annual assessment(s) 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 however, that nothing herein shall obligate the City to maintain and repair the Improvements. This Agreement may not be assigned, sublet, or transferred until the Licensee or the HOA submits proof to the City of compliance with this paragraph and the insurance requirements under this Agreement. Subject to compliance with this paragraph and the insurance requirements set forth herein, 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 _____, 2014.

LICENSOR: CITY OF LEANDER, TEXAS

By:_____
Name: Kent Cagle
Title: City Manager

LICENSEE: _____

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
COUNTY OF _____ §

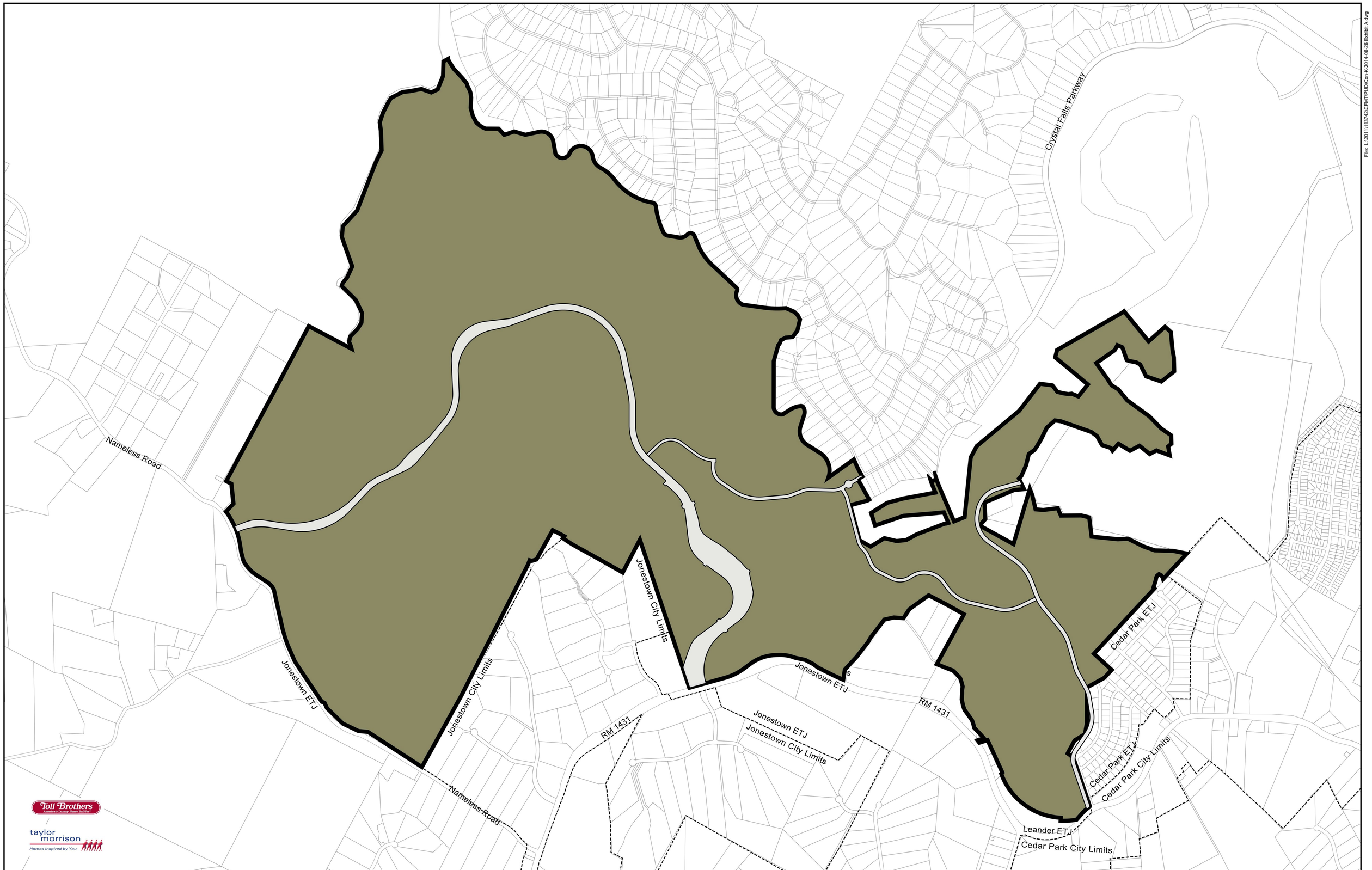
This instrument was acknowledged before me on this the ____ day of _____ , 2014, by Kent Cagle, City Manager for the City of Leander, Texas, on behalf of the City.

_____
Notary Public - State of Texas

THE STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day _____ 2014, by _____, _____ of the _____, on behalf of said entity.

_____
Notary Public - State of Texas



File: L:\2011\113742\CFMT\PUD\Con-K-2014-06-26 Exhibit A.dwg

TRAVISSO

Exhibit A

SCALE : 1" = 400
0 200 400 800
DATE : 06-26-2014

NORTH

712 Congress Avenue, Suite 300
Austin, TX 78701
Tel: (512) 480-0032 Fax: (512) 480 0617
www.rviplanning.com

rvi
Planning • Landscape Architecture

All information furnished regarding this property is from sources deemed reliable. However, RVi has not made an independent investigation of these sources and no warranty or representation is made by RVi as to the accuracy thereof and same is submitted subject to errors, omissions, land plan changes, or other conditions. This land plan is conceptual in nature and does not represent any regulatory approval. Land plan is subject to change. The developer has reserved the right, without notice,to make changes to this map and other aspects of the development to comply with governmental requirements and to fulfill its marketing objective.

SHRUBS & PERENNIALS

QUANTITY	SYMBOL	COMMON NAME	SCIENTIFIC NAME	SIZE & CONDITION
9		ABELIA	Abelia grandiflora	7 Gallon, 24" Ht./24" spread
21		ESPERANZA (YELLOW BELLS)	Tecoma stans	7 Gallon, 24" Ht./24" spread
7		TEXAS SAGE	Leucophyllum frutescens	7 Gallon, 24" Ht./24" spread
28		BIG MUHLY	Muhlenbergia lindheimeri	7 Gallon, 24" Ht./24" spread
10		DWARF YAUPON HOLLY	Ilex vomitoria 'nana'	7 Gallon, 24" Ht./24" spread
29	P	BLUE PLUMBAGO	Plumbago auriculata	3 Gallon, 12" Ht./ 12" spread
2		WEBER'S AGAVE	Agave weberii	7 Gallon, 24" Ht./20" spread
37		SALVIA GREGGII	Salvia greggii	3 Gallon, 12" Ht./ 12" spread
33		RED LANTANA	Lantana 'Dallas Red'	3 Gallon, 12" Ht./ 12" spread
52		GIANT LIRIOPE	Liriope muscari	3 Gallon, 12" Ht./ 12" spread
27		RUSSIAN SAGE	Perovskia atriplicifolia	3 Gallon, 12" Ht./ 12" spread
22		COPPER CANYON DAISY	Tagetes lucida	3 Gallon, 12" Ht./ 12" spread
29		FLAME ACANTHUS	Acanthus wrightii	3 Gallon, 12" Ht./ 12" spread
27		PURPLE LANTANA	Lantana montevidensis	3 Gallon, 12" Ht./ 12" spread

CANOPY TREES

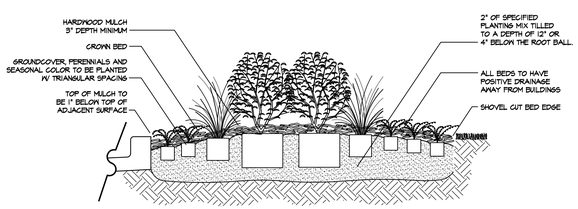
QUANTITY	SYMBOL	COMMON NAME	SCIENTIFIC NAME	SIZE & CONDITION
4		MONTERREY OAK	Quercus polymorpha	5" caliper, 18' Ht./9' spread, container grown.
3		LIVE OAK	Quercus virginiana	5" caliper, 18' Ht./9' spread, container grown.

ORNAMENTAL TREES

QUANTITY	SYMBOL	COMMON NAME	SCIENTIFIC NAME	SIZE & CONDITION
2		TEXAS REDBUD	Cercis canadensis var. texensis	6' Ht. 4' spread, multi-trunk 1" cal/trunk min., 4 trunk minimum container grown.
1		TREE YAUPON HOLLY	Ilex vomitoria	6' Ht. 4' spread, multi-trunk 1" cal/trunk min., 4 trunk minimum container grown.
1		TEXAS MOUNTAIN LAUREL	Sophora secundiflora	6' Ht. 4' spread, multi-trunk 1" cal/trunk min., 4 trunk minimum container grown.

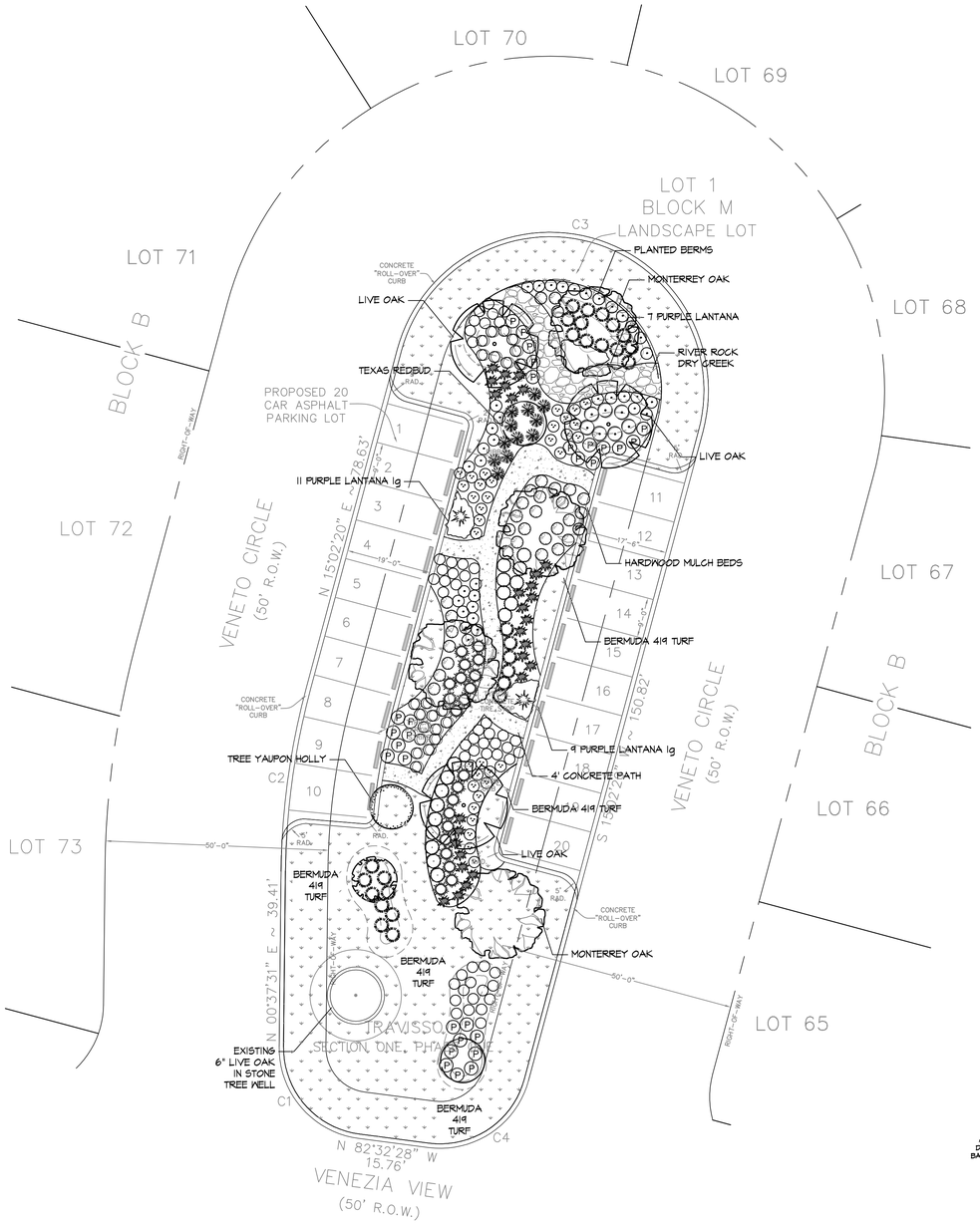
TURF

QUANTITY	SYMBOL	COMMON NAME	SCIENTIFIC NAME	SIZE & CONDITION
4,862 S.F.		BERMUDA 419	Cynodon dactylon	Solid Sod



B. BED PLANTING DETAIL

N.T.S.



N

Scale: 1" = 16'

GENERAL NOTES:

1. All trades are responsible to locate all underground utilities prior to any digging.
2. All trades shall verify field conditions and notify the owner's representative of any descrepancies prior to cocmencing any work.
3. All trades shall provide all materials, transportation, labor, supervision, etc. required for completion of the work in accordance with the plans.
4. All trades shall comply with applicable Federal, State, County and Local regulations governing landscape materials and work.
5. All trades are responsible for the quality of workmanship and schedule of work.
6. All trades shall employ only experienced personnel who are familiar with the required work and shall provide full time supervision by a qualified foreman acceptable to the owner's representative.
7. During the work, the premises shall be kept neat and orderly at all times. Storage areas for all materials shall be so organized that they, too, are neat and orderly. All trash and debris shall be removed from the site as work progresses. Keep paved areas clean by sweeping or hosing at end of each days work.

EXHIBIT B

CITY CALCULATIONS

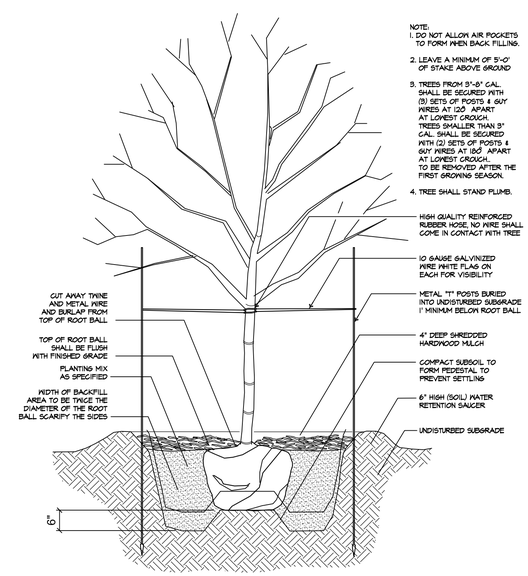
2 TREES AND 6 SHRUBS EVERY 600 SQ. FT. OF REQUIRED LANDSCAPE AREA

9,380 SQ. FT. OF SETBACK AREA

9,380 X .20 = 1,876 SQ. FT.
1,876/ 600 = 4
4 X 2 TREES/ 4 SHRUBS = 8 TREES & 16 SHRUBS REQUIRED

SHOWN ON PLAN = 11 TREES AND 75 - 7gal. SHRUBS

* SHRUBS AND BERMS AT END OF PARKING FOR PARKING AND LANDSCAPE SCREEN



A. TREE PLANTING DETAIL

N.T.S.

CITY LANDSCAPE NOTES:
Mechanical equipment shall be screened from view of at least sixty (60 %) percent of any street or public right-of-way.

Tree caliper is the trunk diameter of a tree at four (4') feet above natural grade per the Composite Zoning Ordinance.

A minimum 6-inch topsoil depth will be provided in all landscaped areas and mulch will be provided around plantings.

All new landscapes (non-residential and residential) are required to have a minimum of six inches (6") of soil depth in areas planted with turfgrass. This six inch (6") minimum soil depth will consist of 75 percent soil blended with 25 percent compost. The soil/compost blend shall be incorporated into the top two inches of the native soil. The six-inch (6") depth requirement does not apply to the area between the drip line and trunk of existing trees, shrub beds or wildscape areas. Areas with existing native vegetation that remain undisturbed shall be exempt from the soil depth provision; provided that native soil and vegetation in such area is fenced during construction and protected from disturbance and compaction during the construction process.

All disturbed areas and ROW will be re-vegetated by the developer. The developer and subsequent owners of the landscaped property, or the manager or agent of the owner, shall be responsible for the maintenance of all landscape areas. Said areas shall be maintained so as to present a healthy, neat and orderly appearance at all times and shall be kept free of refuse and debris. All planted areas shall be provided with an automatic irrigation system and watered as necessary to ensure continuous healthy growth and development. Maintenance shall include the replacement of all dead plant material if that material was used to meet the requirements of the Landscape Ordinance.

Perfect Cuts LLC

These drawings are the sole property of Perfect Cuts, LLC. The use of these drawings is hereby restricted to the original site and intent for which they were prepared. Reproduction or reuse of these drawings in whole or in part without the written permission of Perfect Cuts, LLC is strictly prohibited. © Perfect Cuts, LLC, 2014.

Veneto Circle Landscape Plan
Travisso Landscape Plans

NO.	REVISION	DATE

Perfect Cuts, LLC
P.O. Box 9742
Austin, TX 78766

PROJECT NAME & ADDRESS

Travisso Parking
Veneto Circle Lot 1, Blk M
Venezia View Lot 5, Blk A
Travis County
Leander, TX

DATE	SCALE
6/06/14	1" = 16'

SHEET TITLE

Landscape Plan

SHEET NO.

L1.1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/20/2014

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

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

PRODUCER

Willis of Florida, Inc.
c/o 26 Century Blvd.
P. O. Box 305191
Nashville, TN 37230-5191

CONTACT NAME:
PHONE (A/C, NO, EXT): 877-945-7378 FAX (A/C, NO): 888-467-2378
E-MAIL ADDRESS: certificates@willis.com

INSURER(S)AFFORDING COVERAGE	NAIC #
INSURER A: Allied World National Assurance Company	10690-001
INSURER B: Ironshore Specialty Insurance Company	25445-091
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

Travisso, LTD
805 Las Cimas Parkway, Suite 350
Austin, TX 78746

COVERAGES **CERTIFICATE NUMBER: 21291135** **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	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			03083986	6/1/2013	6/1/2018	EACH OCCURRENCE	$ 2,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurence)	$ 100,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 4,000,000
	X POLICY PRO-JECT LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY(Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY(Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATU-TORY LIMITS / OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Excess Umbrella			001687100	6/1/2013	6/1/2018	$10,000,000 per Occurrence $10,000,000 aggregage	

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

Certificate Holder is an Additional Insured as required by written contract.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Coll:4366886 Tpl:1778477 Cert:21291135

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AGENDA ITEM # 13

Executive Summary

July 17, 2014

Agenda Subject:	**Amendment to the Leander Chamber of Commerce Lease Agreement**
Background:	The Chamber of Commerce has a lease agreement with the City that was signed in 2011. Bridget Brandt, President of the Chamber has requested to amend the agreement.
Origination:	Chamber of Commerce
Financial Consideration:	No financial impact to the City
Recommendation:	No staff recommendation
Attachments:	Amended Lease Contract
Prepared By:	Debbie Haile, City Secretary

LEASE AGREEMENT

This Lease Agreement is made and entered into by and between the **City of Leander**, **Texas**, (Landlord) and the **Leander Chamber of Commerce** (Tenant) effective as of _____, 2014 Landlord hereby leases to Tenant and Tenant hereby leases from Landlord that certain property and improvements, hereinafter called the "leased premises", located at 100 N. Brushy Street, Leander, Williamson County, Texas.

The primary term of this Lease shall be 60 months commencing on Jan. 1, 2015, and ending on the 31st, Dec. 2019, upon the following terms, conditions, and covenants:

1. **TAXES**. Each year during the term of this Lease, Tenant shall pay all real estate taxes (if any) assessed against the leased premises.

2. **UTILITIES**. Tenant shall pay to the City 50% of utility billing per month for utility services provided by the Landlord to the leased premises during the lease term. Such utility services may include City-provided utilities, gas, electric, sanitation, telephone, cable, and Internet.

3. **HOLDING OVER**. Failure of Tenant to surrender the leased premises at the expiration of the Lease constitutes a holding over which shall be construed as a tenancy from month to month at a monthly rental agreed in writing between the parties; provided that absent such written agreement the rental shall be $1.00 per year.

4. **RENT**. Tenant agrees to and shall pay Landlord at 200 W. Willis Street, Leander, Williamson County, Texas, or at such other place Landlord shall designate from time to time in writing, as rent for the leased premises, the sum of One Dollar ($1.00) per year and the performance of the services set forth in Exhibit "A" attached hereto and incorporated herein for all purposes.

5. **USE**. Tenant shall use the leased premises for offices and functions of Tenant as the Chamber of Commerce of the City, including but not limited to providing the services for the City as set forth in Exhibit "A". Subject to prior approval by the City, Tenant shall be responsible for making such improvements to the leased premises as necessary and reasonable to make the leased premises habitable and suitable to the purposes of the Tenant.

6. **SECURITY DEPOSIT**. None.

7. **INSURANCE.** Landlord shall pay for fire and extended coverage insurance on the building and other real property improvements on the leased premises, and the proceeds thereof, if any, shall be payable solely to Landlord. Tenant shall obtain and keep in effect a policy of general liability insurance. Tenant may, in its discretion, obtain insurance on the furnishings and equipment of Tenant in the leased premises.

8. **CONDITION OF PREMISES**. Tenant has examined and accepts the leased premises in its present condition AS IS WHERE IS as suitable for the purposes for which the same are leased, and does hereby accept the leased premises regardless of

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reasonable deterioration between the date of this Lease and the date Tenant begins occupying the leased premises.

9. MAINTENANCE AND REPAIRS. Tenant shall keep the foundation; the exterior walls; glass; windows; doors; door closure devices; window and door frames; molding; locks; hardware; interior painting or other treatment of exterior walls; and the roof of the leased premises in good and sufficient repair suitable for the use and occupancy of the leased premises by Tenant, except that Tenant shall not be required to make any repairs occasioned by the act or negligence of Landlord, its employees, licensees and agents. If Tenant is responsible for any such repair and maintenance, Landlord agrees to give Tenant written notice of needed repairs. Tenant shall make such repairs within a reasonable time. Landlord shall notify Tenant immediately of any emergency repairs. Tenant shall keep the leased premises in good, clean condition and shall at its sole cost and expense, make all needed repairs and replacements, including replacement of cracked or broken glass, except for repairs and replacements required to be made by Landlord under this section. If any repairs required to be made by Tenant hereunder are not made within ten (10) days after written notice delivered to Tenant by Landlord, Landlord may at its option make such repairs without liability to Tenant for any loss or damage which may result by reason of such repairs, and Tenant shall pay to Landlord upon demand as additional rent hereunder the cost of any such repairs made by Landlord (if any) as a result of a written request by Tenant. At the termination of this Lease, Tenant shall deliver the leased premises in good order and condition, reasonable wear and tear excepted. Tenant will have no duty to make any repair that: (a) would constitute a replacement of the roof, foundation, wall, or heating or cooling equipment; (b) would be classified as a capital expenditure; or (c) were Tenant subject to federal income taxes, Tenant would not be eligible to deduct the entire cost in the year expended as a maintenance and repair expense. Tenant shall be solely responsible for making any and all repairs or improvements to the leased premises that are necessary or required by Tenant to make and keep the leased premises habitable by Tenant and suitable for the Tenant's use and occupancy, subject to the right of Tenant to cancel this Lease agreement and vacate the leased premises at anytime. Tenant shall have the duty to make any and all repairs necessary to correct or repair any item or defect that may be a danger to any person.

10. ALTERATIONS. All alterations, additions, improvements, except trade fixtures, installed at expense of Tenant, shall become the property of Landlord and shall remain upon and be surrendered with the leased premises as a part of thereof on this lease. Such alterations, additions, and improvements may only be made with the prior written consent of Landlord, which consent shall not be unreasonably withheld. No cooling tower, equipment, or structure of any kind shall be placed on the roof or elsewhere on the leased premises by Tenant without prior written permission of Landlord. If such permission is granted, such work or installation shall be done at Tenant's expense and in such a manner that the roof shall not be damaged thereby. If it becomes necessary to remove such cooling tower, equipment or structure temporarily, so that repairs to the roof can be made, Tenant shall promptly repair at its expense any damages resulting from such removal. At the termination of this Lease, Tenant shall deliver the leased premises in as good order and condition as the leased premises exist on the commencement of this Lease agreement, natural deterioration only excepted. Unless waived in writing by Landlord, any damage

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caused by the installation or removal of trade fixtures shall be repaired at Tenant's expense prior to the expiration of the lease term. All alterations, improvements, additions, and repairs made by Tenant shall be made in good and workmanlike manner. Landlord consents to the Tenant making such alterations and improvements as are reasonably necessary and convenient to provide the services and to serve the agencies referenced in Section 5 above.

11. **COMPLIANCE WITH LAWS AND REGULATIONS**. Tenant shall, at its own expense, comply with all laws, orders, and requirements of all governmental entities with reference to the use and occupancy of the leased premises. Tenant and Tenant's agents, employees and invitees shall fully comply with any rules and regulations governing the use of the building or other improvements to the leased premises as required by Landlord. Landlord may make reasonable changes in such rules and regulations from time to time as deemed advisable for the safety, care and cleanliness of the leased premises, provided same are in writing and are not in conflict with this Lease.

12. **ASSIGNMENT AND SUBLETTING**. Tenant shall not assign this Lease nor sublet the leased premises or any interest therein without the prior written consent of Landlord. An assignment or subletting without the prior written consent of Landlord shall be void and shall, at the option of Landlord terminate this Lease.

13. **DESTRUCTION**. In the event the leased premises is partially damaged or destroyed or rendered partially unfit for occupancy by fire or other casualty, Tenant shall give immediate notice to Landlord. Landlord may repair the damage and restore the leased premises to substantially the same condition as immediately prior to the occurrence of the casualty. Such repairs, if any, will be made at Landlord's expense unless due to Tenant's negligence. Landlord shall allow Tenant a fair reduction of rent during the time the leased premises are partially unfit for occupancy. If the leased premises are totally destroyed or deemed by the Landlord to be rendered unfit for occupancy by fire or other casualty, or if Landlord shall decide not to repair or rebuild, this Lease shall terminate and the rent shall be paid to the time of such casualty.

14. **TENANT DEFAULT AND REMOVAL OF ABANDONED PROPERTY**. If Tenant abandons the leased premises or otherwise defaults in the performance of any obligations or covenants herein, Landlord may enforce the performance of this Lease in any manner provided by law. Subject only to the opportunity to cure as provided in this section, this Lease may be terminated at Landlord's discretion if such abandonment or default continues for a period of 30 days after Landlord notifies Tenant of such abandonment or default and of Landlord's intention to declare this Lease terminated. Such notice shall be sent by Landlord to Tenant at Tenant's last known address by certified mail. Unless the Tenant has completely removed or cured default within the 30-day period, or, if not fully cured, the Tenant is making continuing and diligent effort to cure such default, this Lease shall terminate. Thereafter, Landlord or its agents shall have the right without further notice or demand, to enter the leased premises and remove all property without being deemed guilty of trespass and without waiving any other remedies for arrears of rent or breach of covenant. Upon abandonment or default by the Tenant, the remaining unpaid portion of the rental from paragraph 4 herein, shall become due and payable. For purposes of this section, Tenant is presumed to have abandoned the premises if goods, equipment,

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or other property, in an amount substantial enough to indicate a probable intent to abandon the premises, is being or has been removed from the premises and the removal is not within the normal course of Tenant's business. Landlord shall have the right to store any property of Tenant that remains on premises that are abandoned; and, in addition to Landlord's other rights, Landlord may dispose of the stored property if Tenant does not claim the property within 60 days after the date the property is stored, provided Landlord delivers by certified mail to Tenant at Tenant's last known address a notice stating that Landlord may dispose of Tenants' property if Tenant does not claim the property within 60 days after the date the property is stored. In the event a default by Tenant is not cured within 30 days after notice of default and intent to terminate, and the Lease is not terminated as a result of a continuing and diligent effort to cure such default, the Tenant, its successors and assigns, shall pay the reasonable and necessary costs and expenses if any, incurred by Landlord by reason of such default continuing after the 30 day notice period.

15. INTERRUPTION OF UTILITIES. Landlord or Landlord's agent may not interrupt or cause the interruption of utility service paid directly to the utility company by Tenant unless interruption results from bona fide repairs, construction, an emergency, or are interrupted by Landlord acting as the City in compliance with its rules, regulations or ordinances. If any utility services furnished by Landlord are interrupted for other than a failure to pay or a regulatory purpose, and continue to be interrupted despite the good faith efforts of Landlord to remedy same, Landlord shall not be liable in any respect for damages to the person or property of Tenant or Tenant's employees, agents, or guests, and same shall not be construed as grounds for constructive eviction or abatement of rent. Landlord shall use reasonable diligence to repair and remedy such interruption promptly.

16. EXCLUSION OF TENANT. Landlord may not intentionally prevent Tenant from entering the leased premises except by judicial process.

17. LIEN. None.

18. SUBORDINATION. Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of Trust, or other lien hereafter placed on the demised premises and Tenant agrees on demand to execute such further instruments subordinating this Lease as Landlord may request, provided such subordination shall be on the express condition that this Lease shall be recognized by the mortgagee, and the rights of Tenant shall remain in full force and effect during the term of this Lease so long as Tenant shall continue to perform all the covenants and conditions of this lease.

19. INDEMNITY. Landlord and its employees and agents shall not be liable to Tenant or to Tenant's employees, patrons, visitors, invitees, or any other persons for an injury to any such persons or for any damage to personal property caused by an act, omission, or neglect of Tenant or Tenant's agents or of any other tenant of the premises of which the leased premises is a part. To the extent, if any, permitted by law, Tenant agrees to indemnify and hold Landlord and its employees and agents harmless from any and all claims for such injury and damages, whether the injury occurs on or off the leased premises. In addition, to the extent provided by insurance obtained by Tenant, or funds appropriated therefore by Tenant, if Landlord, by reason of Landlord's ownership of the leased premises, is named as a

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defendant in any claim for injury to any person or for any damage to personal property caused by an act, omission, or neglect of Tenant or Tenant's agents or of any other tenant of the premises of which the leased premises is a part, Tenant shall provide with Landlord's consent, or otherwise pay all reasonable and necessary costs of Landlord's defense.

20. **SIGNS**. Tenant shall not post or paint any signs at, on, or about the leased premises or paint the exterior walls of the building except with the prior written consent of the Landlord. Such consent shall not be unreasonably withheld. Landlord shall have the right to remove any sign or signs in order to maintain the leased premises or to make any repairs or alterations thereto. Landlord hereby consents to one sign if authorized by the applicable City ordinances.

21. **TENANT BANKRUPTCY**. If Tenant becomes bankrupt or makes voluntary assignment for the benefit of creditors or if a receiver is appointed for Tenant, Landlord may terminate this Lease by giving five (5) days written notice to Tenant of Landlord's intention to do so and subject to compliance with all applicable laws regarding bankruptcy, assignments or receivership.

22. **CONDEMNATION**. If the whole or any substantial part of the leased premises is taken for any public or quasi-public use under any governmental law, ordinance or regulation or by right of eminent domain or should the leased premises be sold to a condemning authority under threat of condemnation, this Lease shall terminate and the rent shall be abated during the unexpired portion of the Lease effective from the date of the physical taking of the leased premises.

23. **HAZARDOUS MATERIALS**. Landlord warrants and represents that the property does not contain "Hazardous Materials", as that phrase is defined herein. For purposed of this provision, the phrase "Hazardous Materials" shall mean and include any toxic contaminated or other hazardous materials including, without limitation, asbestos, PCB, transformers, underground storage containers, materials containing any radioactive substances, petroleum base products, paints, solvents, lead, cyanide, DDT, acids, pesticides, ammonium compounds, and any other substance forming a component part of the improvements which has heretofore or may in the future be determined to contain toxic wastes, hazardous materials, or undesirable substances injurious to the health of occupants living or working in or around the subject Property. Landlord acknowledges that current, past, and future federal, state, and local laws and regulations may have had or continue to have any interest in the Property, including, but not limited to, current, past, and future owners and users, including tenants, of the Property. The cost and expense of such clean up may be substantial. Landlord further acknowledges and agrees that Landlord shall look solely to experts and professionals selected by Landlord to advise Landlord with respect to the condition of the Property. Landlord hereby agrees to indemnify, defend, and hold Tenant harmless of and from any and all liability, claim, debt, damage, cost, or expense, including reasonable attorneys' fees, related to or arising out of or in any way connected to Hazardous Materials and/or toxic wastes and/or any other undesirable substances affecting the Property.

24. **BROKER'S FEE**. None.

25. **NOTICES.** Notices to Tenant shall be by certified mail or other delivery to the leased

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premises at the below address, or such other address as given by Tenant to Landlord in writing. Notices to Landlord shall be by certified mail to the place where rent is payable.

City of Leander
City Manager
200 West Willis St.
P.O. Box 319
Leander, Texas 78646

Greater Leander Chamber of Commerce
President
PO Box 556
Leander, Texas 78646

26. **DEFAULT BY LANDLORD**. In the event of breach by Landlord of any covenant, warranty, term or obligation of this Lease, then Landlord's failure to cure same or commence a good faith effort to cure same within 30 days after written notice thereof by Tenant shall be considered a default and shall entitle Tenant either to terminate this Lease or cure the default and make the necessary repairs and any expense incurred by Tenant shall be reimbursed by the Landlord after reasonable notice of the repairs and expenses incurred; provided that Tenant shall never be entitled to any damages or reimbursement greater in amount than the annual rental payable pursuant to this Lease. If any utility services furnished by Landlord are interrupted and continue to be interrupted despite the good faith efforts of the Landlord to remedy same, Landlord shall not be liable in any respect for damages to the person or property of Tenant or Tenant's employees, agents, or guests, and same shall not be construed as grounds for constructive eviction or abatement of rent. Landlord shall use reasonable diligence to repair and remedy such interruption promptly.

27. **NON-APPROPRIATION**. Notwithstanding anything contained in this Lease to the contrary, each and every financial obligation of the Landlord pursuant to this Lease is subject to Landlord budgeting appropriations therefore In the event no funds or insufficient funds are appropriated or budgeted by Landlord for any expenditures required to be made by Landlord under this Lease, Tenant may in its discretion terminate this Lease without penalty or expense to Tenant of any kind whatsoever.

28. **RIGHT OF ENTRY**. Landlord shall have the right during normal business hours to enter the leased premises: a) to inspect the general condition and state of repair thereof; b) to make repairs required or permitted under this lease; or c) for any other reasonable purpose.

29. **WAIVER OF BREACH**. The waiver by Landlord of any breach of any provision of this Lease shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or a different provision of this Lease.

30. **TIME OF ESSENCE**. This is expressly declared to be of the essence in this Lease.

31. **BINDING OF HEIRS AND ASSIGNS**. All provisions of this Lease shall extend to and bind, or inure to the benefit not only of the parties to this Lease but to each and

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every one of the heirs, executors, representatives, successors, and assigns of Landlord and Tenant.

32. **RIGHTS AND REMEDIES CUMULATIVE**. The rights and remedies by this Lease are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

33. **TEXAS LAW TO APPLY**. This agreement shall be construed under and in accordance with the laws of the State of Texas. Venue shall lie and be exclusively in Williamson County, Texas.

34. **LEGAL CONSTRUCTION**. In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

35. **PRIOR AGREEMENTS SUPERSEDED**. This agreement constitutes the sole and only agreement of the parties to this Lease and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Lease.

36. **AMENDMENT**. No amendment, modification, or alteration of the terms hereof shall be binding unless it is in writing, dated subsequent to the date hereof and duly executed by the parties.

37. **ATTORNEY'S FEES**. Any signatory to this Lease agreement who is the prevailing party in any legal proceeding against any other signatory brought under or with relation to this lease agreement or this transaction shall be additionally entitled to recover court costs, reasonable attorney fees, and all other out-of-pocket costs of litigation, including deposition, travel and witness costs, from the nonprevailing party.

38. **SPECIAL PROVISIONS**. All renovation costs will be paid by Tenant, and Tenant may remodel, renovate and improve the interior of the building for use by Tenant; provided that Tenant shall not weaken or place in hole or opening in the roof or any load bearing wall or structure.

39. **[RESERVED]**

40. **QUIET ENJOYMENT**. Landlord agrees that upon paying the rent and performing the obligations herein contained, Tenant will peaceably and quietly have, hold and enjoy the rented premises for the agreed term.

41. **[RESERVED]**

EXECUTED this the ____ day of _____ 2014, to be effective as of the _____ day of _____ 2015.

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City of Leander, Texas (Landlord)	Greater Leander Chamber of Commerce (Tenant)
_____	_____

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EXHIBIT "A"

The consideration and rents to be provided and paid by the Tenant to the Landlord pursuant to the attached Lease Agreement are as follows:

(1) One Dollar ($1.00) per year;

(2) Tenant shall keep and maintain an office in the leased premises during the lease term;

(3) The office shall be adequately staffed by Tenant and open to the public during regular, scheduled business hours for at least twenty (20) hours per week during the lease term;

(4) During the lease term, Tenant shall provide the following services for Landlord:

(a) tourism services to visitors to City who contact the Tenant;

(b) distribution of welcome packets to prospective residents

(c) assistance with economic development of current and prospective businesses

(d) assistance for local charities

(e) education and networking services for local businesses

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AGENDA ITEM # 14

Executive Summary

July 17, 2014

Agenda Subject: Second public hearing on the voluntary annexation of an area of land being a 121.748 acres, more or less, tract of land generally located on CR 280 west of Bagdad Rd. and including the abutting streets, roadways, and rights-of-way; being located in Williamson County, Texas and adjacent and contiguous to the city limits.

Background: The resolution setting the two public hearings for July 3 and July 17, 2014 was approved by Council on May 15, 2014. The property is known as the Greatwood subdivision and is located off of CR 280 and is subject to a development agreement approved by the City Council on September 30, 2013. The first reading of the ordinance is scheduled for August 7, 2014 and the second and final reading is scheduled for August 21, 2014. This is a voluntary annexation.

Origination: Applicant

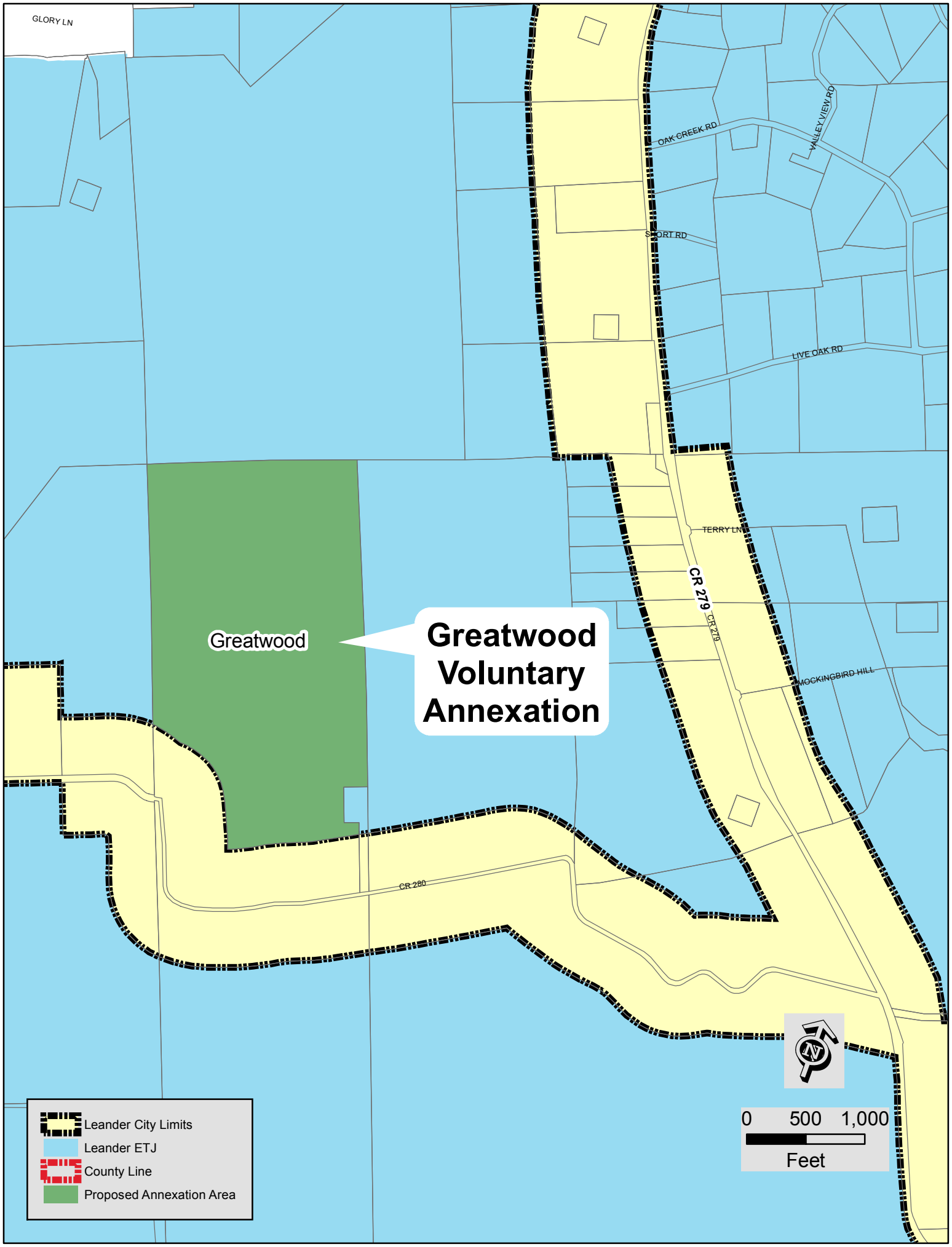
Recommendation: Staff recommends conducting the second public hearing

Attachments:

1. Map
2. Annexation Resolution

Prepared by: Tom Yantis, AICP
Director of Development Services

7/9/2014


GLORY LN
OAK CREEK RD
VALLEY VIEW RD
SPORT RD
LIVE OAK RD
TERRY LN
CR 279
CR 279
MOCKINGBIRD HILL
Greatwood
Greatwood Voluntary Annexation
CR 280
Leander City Limits
Leander ETJ
County Line
Proposed Annexation Area
0
500
1,000
Feet

RESOLUTION NO. 14-007-00

A RESOLUTION OF THE CITY OF LEANDER, TEXAS, ACCEPTING THE PETITION FOR ANNEXATION OF A 121.748, MORE OR LESS, ACRES LAND LOCATED IN WILLIAMSON COUNTY, TEXAS; SETTING AN ANNEXATION SCHEDULE; PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

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

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

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

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

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

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

Section 2. Proceedings. The petition for annexation of the following property, including the abutting streets, roadways, and rights of way, not previously annexed into the City and the draft services plan shown in Exhibit "B", submitted by Petitioner, are hereby accepted:

> All those certain tracts or parcels of land being 121.748 acres, more or less, located in Williamson County, Texas, and being more particularly shown and described in the Exhibit "A" attached hereto and incorporated herein for all purposes.

Two public hearings are set for the dates of July 3, 2014 and July 17, 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:

Debbie Haile, City Secretary

THE CITY OF LEANDER, TEXAS

Christopher Fielder, Mayor

CITY OF LEANDER
ESTABLISHED 1882
INCORPORATED 1978
STATE OF TEXAS

AGENDA ITEM # 15

Executive Summary

July 17, 2014

Agenda Subject: Second public hearing on the voluntary annexation of an area of land being a 41.669 acres, more or less, tract of land generally located on Hero Way east of CR 270 and including the abutting streets, roadways, and rights-of-way; in Williamson County, Texas.

Background: The resolution setting the two public hearings for July 3 and July 17, 2014 was approved by Council on May 15, 2014. The property is known as the Wilde tract and is located off of Hero Way east of CR 270. The first reading of the ordinance is scheduled for August 7, 2014 and the second and final reading is scheduled for August 21, 2014. This is a voluntary annexation.

Origination: Applicant

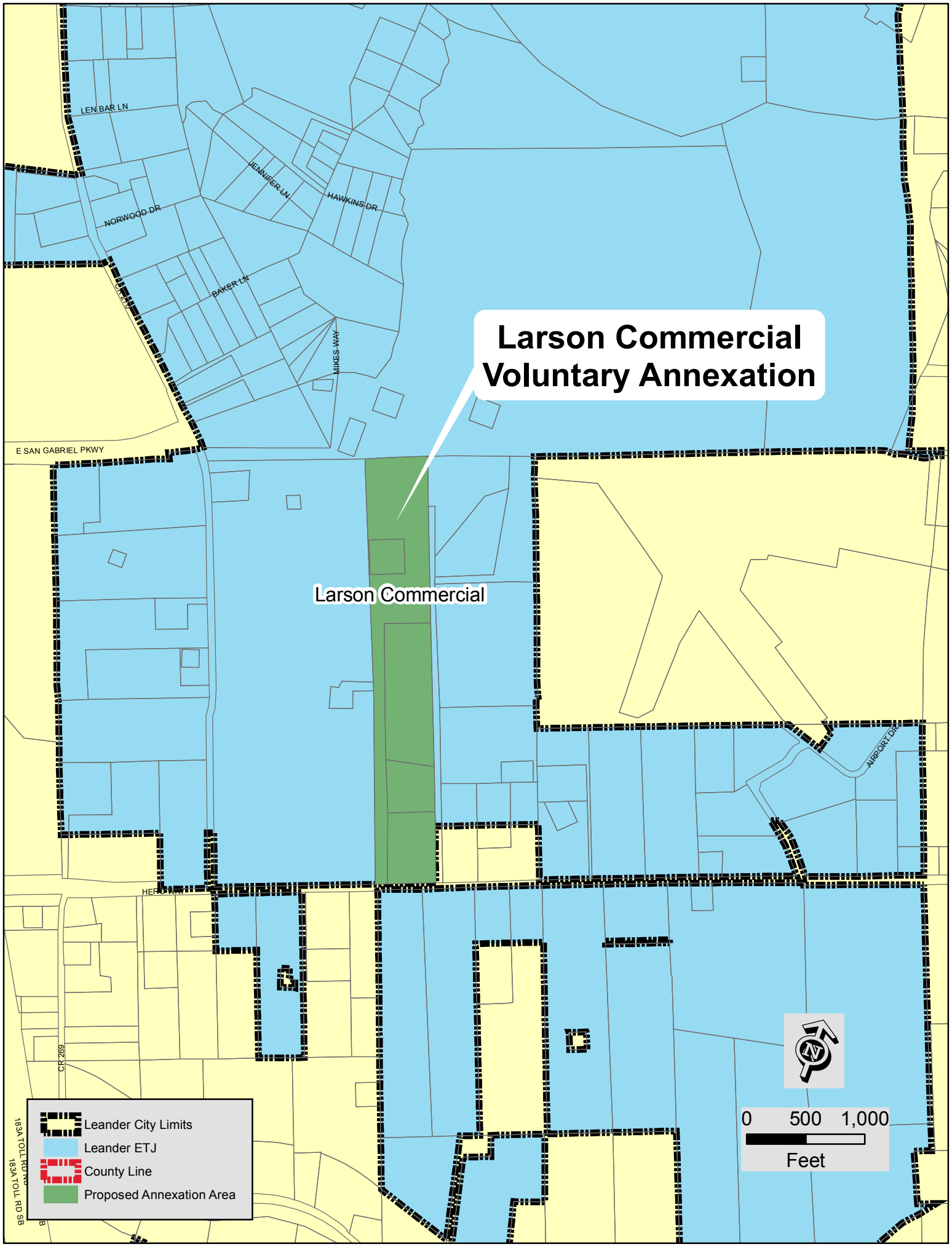
Recommendation: Staff recommends conducting the second public hearing

Attachments:

1. Map
2. Resolution

Prepared by: Tom Yantis, AICP
Director of Development Services

7/9/2014


Larson Commercial
Voluntary Annexation
Larson Commercial
LEN BAR LN
NORWOOD DR
JENNIFER LN
HAWKINS DR
BAKER LN
MIKES WAY
E SAN GABRIEL PKWY
AIRPORT DR
CR 269
183A TOLL RD SB
Leander City Limits
Leander ETJ
County Line
Proposed Annexation Area
0
500
1,000
Feet

RESOLUTION NO. 14-008-00

A RESOLUTION OF THE CITY OF LEANDER, TEXAS, ACCEPTING THE PETITION FOR ANNEXATION OF A 41.669, MORE OR LESS, ACRES LAND LOCATED IN WILLIAMSON COUNTY, TEXAS; SETTING AN ANNEXATION SCHEDULE; PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

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

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

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

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

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

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

Section 2. Proceedings. The petition for annexation of the following property, including the abutting streets, roadways, and rights of way, not previously annexed into the City and the draft services plan shown in Exhibit "B", submitted by Petitioner, are hereby accepted:

> All those certain tracts or parcels of land being 41.669 acres, more or less, located in Williamson County, Texas, and being more particularly shown and described in the Exhibit "A" attached hereto and incorporated herein for all purposes.

Two public hearings are set for the dates of July 3, 2014 and July 17, 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. <u>Open Meetings</u>. 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:

Debbie Haile, City Secretary

THE CITY OF LEANDER, TEXAS

Christopher Fielder, Mayor

CITY OF LEANDER
ESTABLISHED 1882
INCORPORATED 1911
STATE OF TEXAS

AGENDA ITEM # 16

Executive Summary

July 17, 2014

Agenda Subject: First public hearing on the voluntary annexation of several tracts of land including the 9.999 acres, more or less, Parker tract, the 0.1442 acre, more or less, Stence tract, the 140.232 acres, more or less, Cannon tract, the 36.69 and 21.985 acres, more or less, Christianson tracts, and the 13.63 and 39.59 acres, more or less, Garlock tracts all located in Williamson County, Texas.

Background: Council approved the resolution setting the public hearings for these annexations on June 5, 2014. 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. These are voluntary annexations.

Origination: Applicants

Recommendation: Staff recommends conducting the first public hearing.

Attachments:

1. Resolution with exhibits
2. Annexation Schedule
3. Location maps

Prepared by: Tom Yantis, AICP
Director of Development Services

7/9/2014

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. <u>Severability</u>. 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. <u>Open Meetings</u>. 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*.

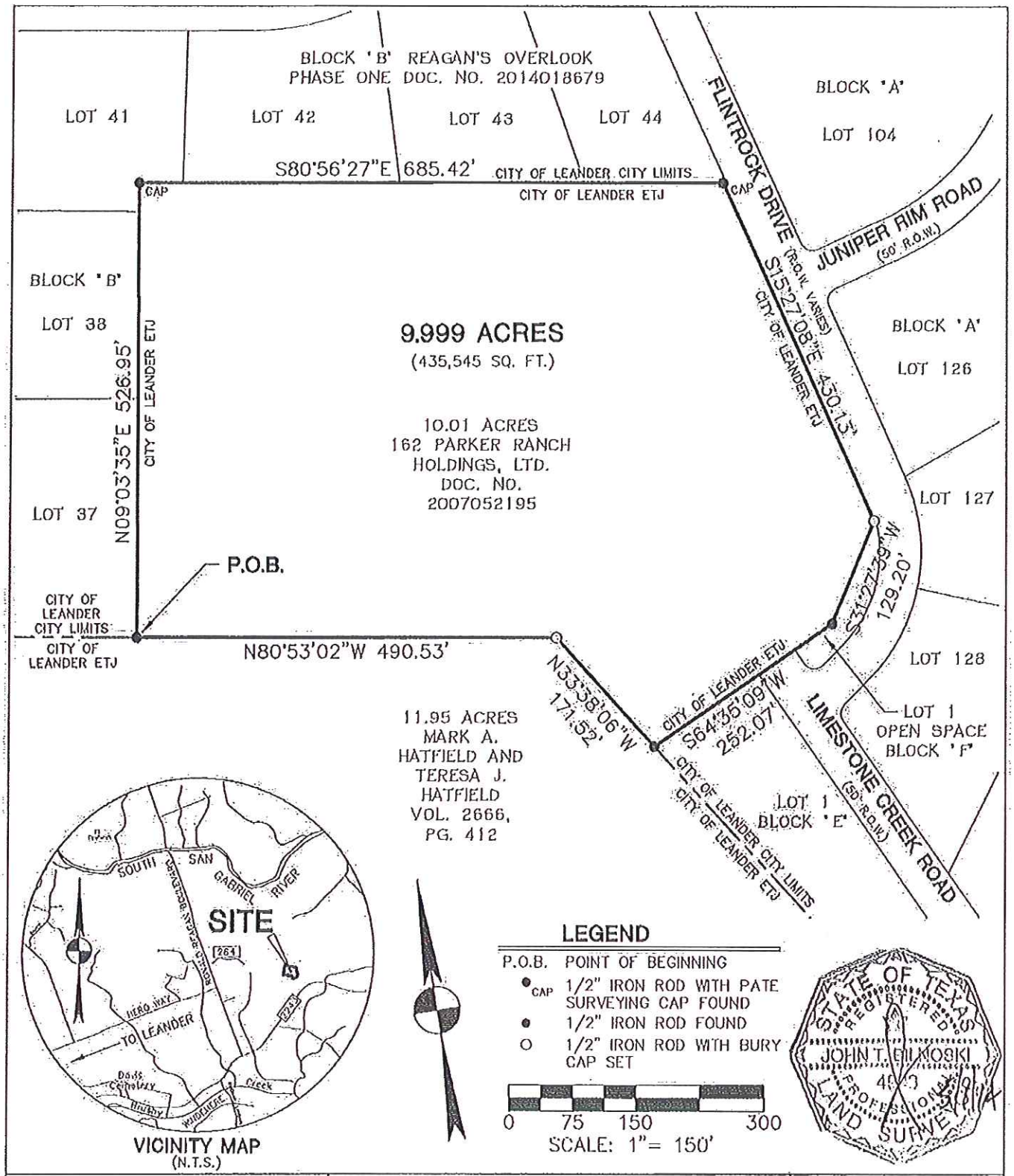
PASSED AND APPROVED this the 15th day of May, 2014.

ATTEST:

THE CITY OF LEANDER, TEXAS

Debbie Haile, City Secretary

Christopher Fielder, Mayor



BURY

221 West Sixth Street, Suite 600
Austin, Texas 78701
Tel. (512) 328-0011 Fax (512) 328-0325
TBPE # F-1046 TBPLS # F-10107500
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SKETCH TO ACCOMPANY DESCRIPTION
OF THAT CERTAIN 9.999 ACRE TRACT OF LAND OUT OF THE MILTON HICKS SURVEY, ABSTRACT NO. 287, WILLIAMSON COUNTY, TEXAS, BEING THAT CERTAIN 10.01 ACRE TRACT OF LAND CONVEYED TO 162 PARKER RANCH HOLDINGS, LTD. BY DEED OF RECORD IN DOCUMENT NO. 2007052195 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

G.P. PARKER RANCH HOLDINGS 91, LLC

SHEET 1 OF 1

DATE: 04/30/14	FILE: H:\111779\001\111779001EX1.DWG	FN No.: FN14-160(MJR)	DRAWN BY: MJR	PROJ. No: R010344410012

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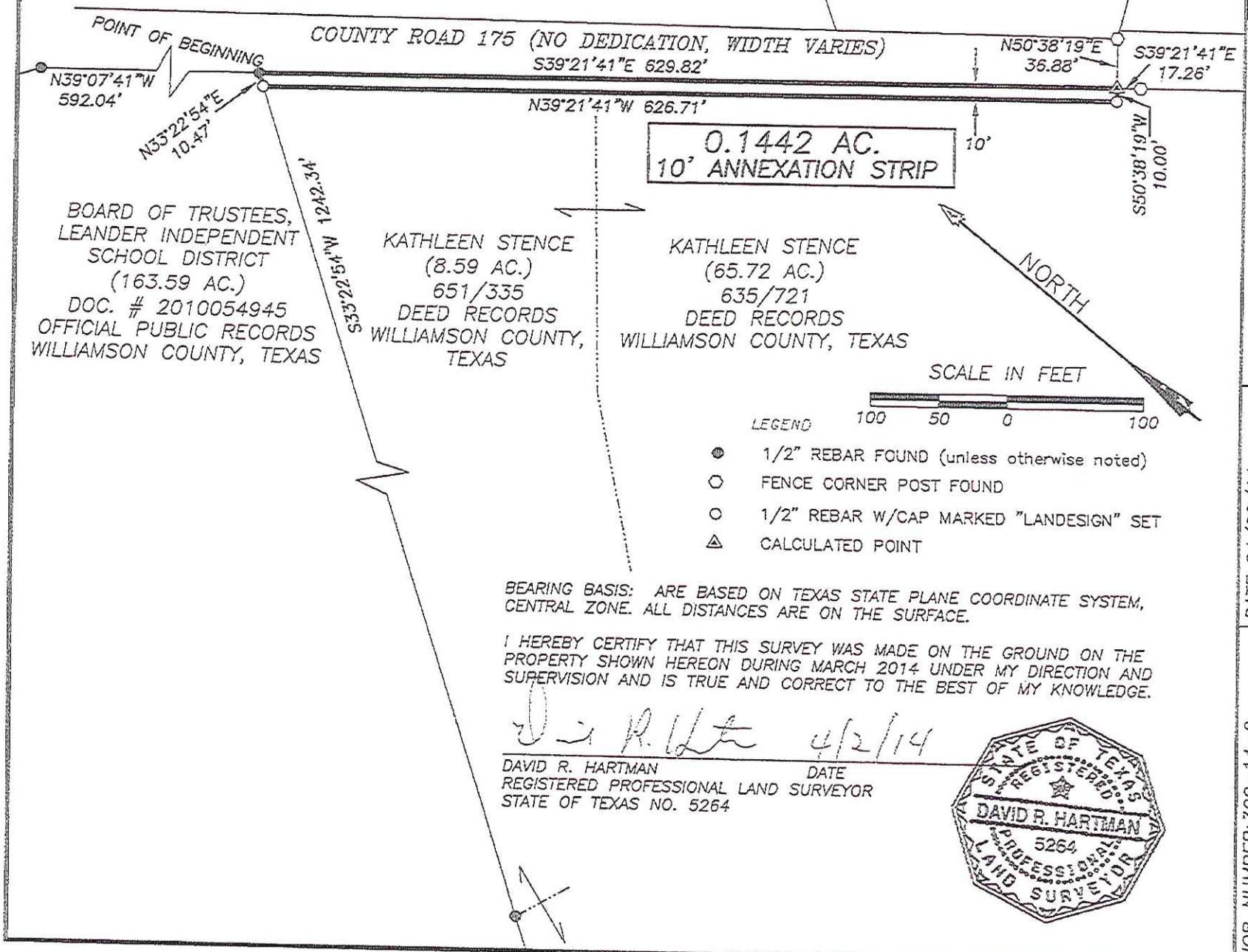
Ex A

Ex B

MILTON HICKS SURVEY
ABSTRACT NO. 287



BEARING BASIS: ARE BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES ARE ON THE SURFACE.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND ON THE PROPERTY SHOWN HEREON DURING MARCH 2014 UNDER MY DIRECTION AND SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

4/2/14

DAVID R. HARTMAN — DATE
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS NO. 5264

STATE OF TEXAS REGISTERED DAVID R. HARTMAN 5264 PROFESSIONAL LAND SURVEYOR

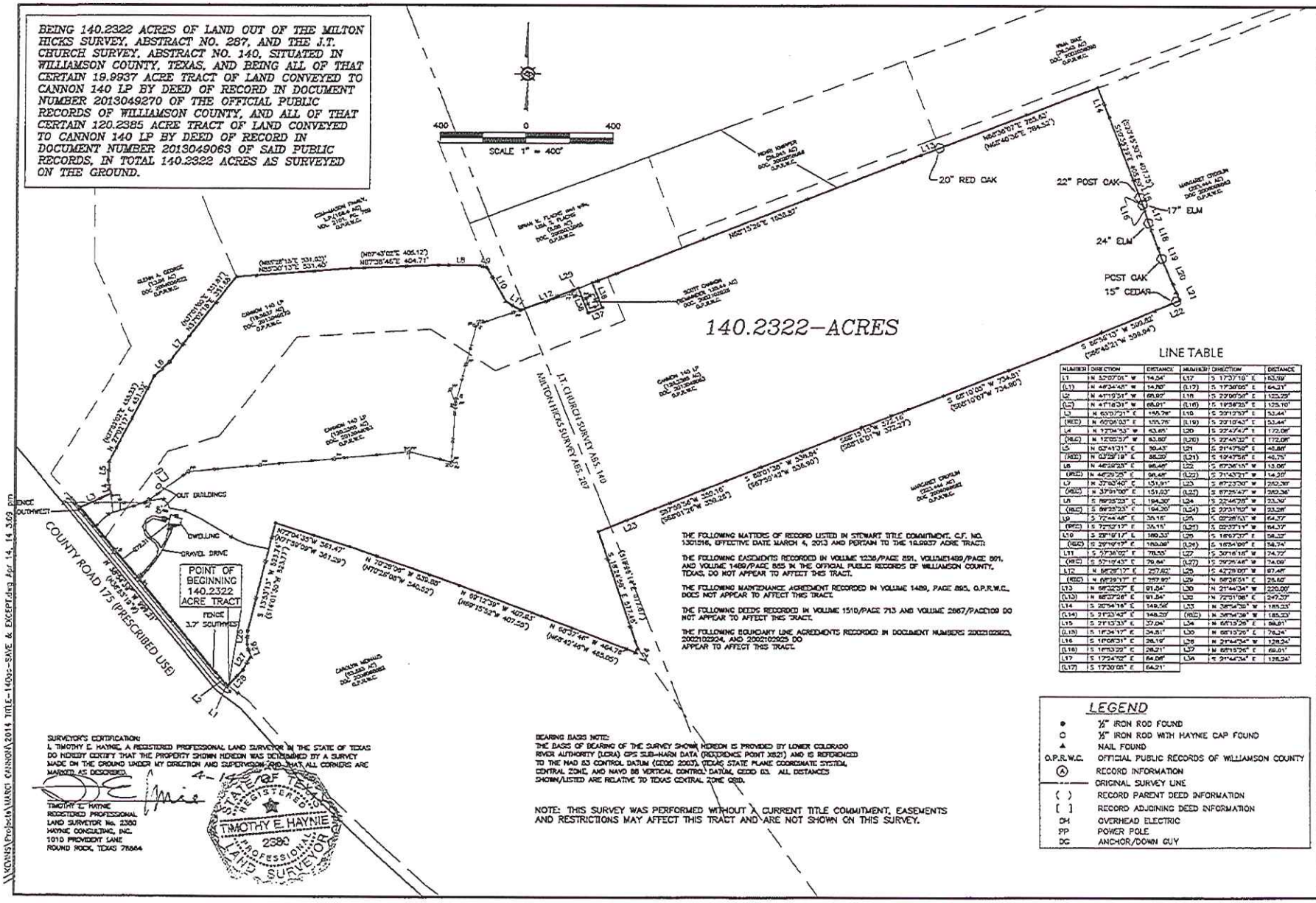
LANDESIGN SERVICES, INC.
512-238-7001
1220 MONNEL ROAD
SUITE 200
ROUND ROCK, TEXAS 78681
FIRM REGISTRATION NO. 10001800

LANDESIGN SERVICES, INC. LAND SURVEYORS EST. 2002

JOB NUMBER: 300-14-2	DATE: 04/02/14
PROJECT NAME: CR 177 at CR 175	
DRAWING NAME: 3000203.DWG	
DRAWING FILE PATH: L:\CR 177 AT CR 175\DWG	
FIELDNOTE FILE PATH: L:\CR 177 AT CR 175\FNOTES\3000203.DOC	
RPLS: DRH / TECH: HAS / PARTYCHIEF: PC	CHK BY: JB
SHEET 3 of 3 / FIELDBOOKS: 230/64	SCALE: 1" = 100'

Ex. C

BEING 140.2322 ACRES OF LAND OUT OF THE MILTON HICKS SURVEY, ABSTRACT NO. 287, AND THE J.T. CHURCH SURVEY, ABSTRACT NO. 140, SITUATED IN WILLIAMSON COUNTY, TEXAS, AND BEING ALL OF THAT CERTAIN 19.9937 ACRE TRACT OF LAND CONVEYED TO CANNON 140 LP BY DEED OF RECORD IN DOCUMENT NUMBER 2013049270 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, AND ALL OF THAT CERTAIN 120.2385 ACRE TRACT OF LAND CONVEYED TO CANNON 140 LP BY DEED OF RECORD IN DOCUMENT NUMBER 2013049063 OF SAID PUBLIC RECORDS, IN TOTAL 140.2322 ACRES AS SURVEYED ON THE GROUND.



LINE TABLE

NUMBER	DIRECTION	DISTANCE	NUMBER	DIRECTION	DISTANCE
L1	N 32°07'01" W	14.54'	L17	S 17°37'10" E	63.59'
(L1)	N 46°34'48" W	14.80'	(L17)	S 17°30'05" E	64.21'
L2	N 41°19'31" W	69.93'	L18	S 23°00'30" E	123.29'
(L2)	N 41°18'31" W	68.01'	(L18)	S 19°38'25" E	125.10'
L3	N 60°07'21" E	155.78'	L19	S 20°12'37" E	53.44'
(REC)	N 60°06'33" E	155.76'	(L19)	S 22°10'43" E	53.44'
L4	N 17°34'33" W	63.65'	L20	S 22°47'47" E	172.08'
(REC)	N 12°05'37" W	63.80'	(L20)	S 22°45'32" E	172.08'
L5	N 03°41'31" E	30.43'	L21	S 21°47'50" E	40.86'
(REC)	N 03°39'19" E	30.30'	(L21)	S 19°47'56" E	40.75'
L6	N 46°29'25" E	96.46'	L22	S 67°36'15" W	13.06'
(REC)	N 46°29'25" E	96.48'	(L22)	S 71°43'21" W	14.20'
L7	N 37°50'40" E	151.91'	L23	S 67°23'00" W	210.28'
(REC)	N 37°51'00" E	151.93'	(L23)	S 67°25'47" W	210.36'
L8	S 89°25'23" E	194.30'	L24	S 22°46'28" W	23.39'
(REC)	S 89°25'23" E	194.30'	(L24)	S 22°31'10" W	23.28'
L9	S 72°44'48" E	35.16'	L25	S 02°28'53" W	64.27'
(REC)	S 72°52'17" E	35.15'	(L25)	S 02°37'11" W	64.37'
L10	S 29°16'17" E	180.33'	L26	S 18°07'27" E	58.32'
(REC)	S 29°16'17" E	180.08'	(L26)	S 18°04'09" E	58.74'
L11	S 57°38'02" E	78.55'	L27	S 30°16'18" W	74.72'
(REC)	S 57°18'43" E	78.64'	(L27)	S 29°25'48" W	74.09'
L12	N 88°28'17" E	207.82'	L28	S 42°28'00" W	87.48'
(REC)	N 88°28'17" E	207.92'	L29	N 88°38'51" E	28.60'
L13	N 88°38'37" E	91.54'	L30	N 21°44'34" W	220.00'
(L13)	N 88°37'28" E	91.54'	L31	N 72°01'08" E	247.27'
L14	S 20°54'18" E	149.56'	L32	N 38°54'30" W	185.23'
(L14)	S 21°23'42" E	148.20'	(REC)	N 38°54'38" W	185.23'
L15	S 21°13'33" E	37.04'	L34	N 68°13'26" E	88.81'
(L15)	S 18°34'17" E	34.81'	L35	N 68°13'26" E	76.24'
L16	S 18°08'31" E	28.19'	L36	N 21°44'34" W	128.24'
(L16)	S 16°53'22" E	28.21'	L37	N 68°13'26" E	69.01'
L17	S 17°34'02" E	64.08'	L38	S 21°44'34" E	128.24'
(L17)	S 17°30'05" E	64.21'			

THE FOLLOWING MATTERS OF RECORD LISTED IN STEWART TITLE COMMITMENT, G.F. NO. 1301516, EFFECTIVE DATE MARCH 4, 2013 AND PERTAIN TO THE 19.9937 ACRE TRACT:

THE FOLLOWING EASEMENTS RECORDED IN VOLUME 1236/PAGE 891, VOLUME1489/PAGE 891, AND VOLUME 1489/PAGE 895 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO NOT APPEAR TO AFFECT THIS TRACT.

THE FOLLOWING MAINTENANCE AGREEMENT RECORDED IN VOLUME 1489, PAGE 895, O.P.R.W.C., DOES NOT APPEAR TO AFFECT THIS TRACT.

THE FOLLOWING DEEDS RECORDED IN VOLUME 1510/PAGE 713 AND VOLUME 2867/PAGE109 DO NOT APPEAR TO AFFECT THIS TRACT.

THE FOLLOWING BOUNDARY LINE AGREEMENTS RECORDED IN DOCUMENT NUMBERS 2002102920, 2002102924, AND 2002102925 DO APPEAR TO AFFECT THIS TRACT.

LEGEND

●	½" IRON ROD FOUND
○	½" IRON ROD WITH HAYNE CAP FOUND
▲	NAIL FOUND
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
Ⓐ	RECORD INFORMATION
———	ORIGINAL SURVEY LINE
( )	RECORD PARENT DEED INFORMATION
[ ]	RECORD ADJOINING DEED INFORMATION
OH	OVERHEAD ELECTRIC
PP	POWER POLE
DG	ANCHOR/DOWN GUY

SURVEYOR'S CERTIFICATION:
I, TIMOTHY E. HAYNE, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS DO HEREBY CERTIFY THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT ALL CORNERS ARE MARKED AS DESCRIBED.

4-14-14

TIMOTHY E. HAYNE
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 2380
HAYNE CONSULTING, INC.
1010 PROVIDENT LANE
ROUND ROCK, TEXAS 78664

STATE OF TEXAS
REGISTERED
TIMOTHY E. HAYNE
2380
PROFESSIONAL
LAND SURVEYOR

BEARING BASIS NOTE:
THE BASIS OF BEARING OF THE SURVEY SHOWN HEREON IS PROVIDED BY LOWER COLORADO RIVER AUTHORITY (LCRA) GPS SUB-HARN DATA (REFERENCE POINT 3821) AND IS REFERENCED TO THE NAD 83 CONTROL DATUM (2002 2003), TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, AND NAVD 88 VERTICAL CONTROL DATUM, GEOID 03. ALL DISTANCES SHOWN/LISTED ARE RELATIVE TO TEXAS CENTRAL ZONE GRID.

NOTE: THIS SURVEY WAS PERFORMED WITHOUT A CURRENT TITLE COMMITMENT. EASEMENTS AND RESTRICTIONS MAY AFFECT THIS TRACT AND ARE NOT SHOWN ON THIS SURVEY.

HAYNE CONSULTING, INC.
Civil Engineers and Land Surveyors
1010 Provident Lane
Round Rock, Texas 78664-3276
Ph. 512-837-2446 Fax 512-837-9463

BEING 140.2322 ACRES OF LAND OUT OF THE MILTON HICKS SURVEY, ABSTRACT NO. 287, AND THE J.T. CHURCH SURVEY ABSTRACT NO. 140, SITUATED IN WILLIAMSON COUNTY, TEXAS, AND BEING ALL OF THAT CERTAIN 19.9937 ACRE TRACT OF LAND CONVEYED TO CANNON 140 LP BY DEED OF RECORD IN DOCUMENT NUMBER 2013049270 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, AND ALL OF THAT CERTAIN 120.2385 ACRE TRACT OF LAND CONVEYED TO CANNON 140 LP BY DEED OF RECORD IN DOCUMENT NUMBER 2013049063 OF SAID PUBLIC RECORDS, IN TOTAL 140.2322 ACRES AS SURVEYED ON THE GROUND.

\\KOHNS\Projects\MARCI CANNON\2014 TITLE-140ac-SAVE & EXCEPT.dwg Apr 14, 14 3:59 pm

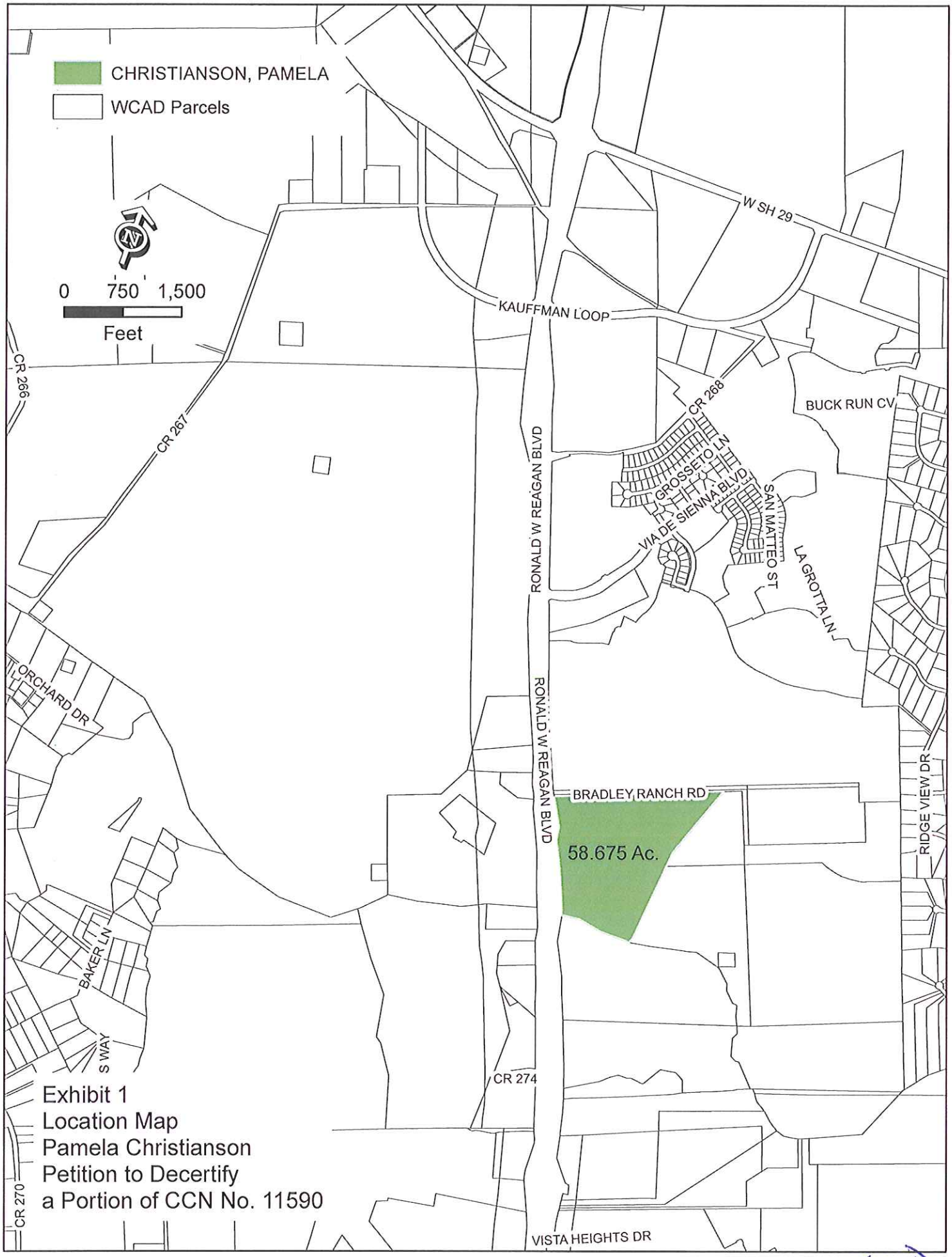


Exhibit 1
Location Map
Pamela Christianson
Petition to Decertify
a Portion of CCN No. 11590

Ex. D

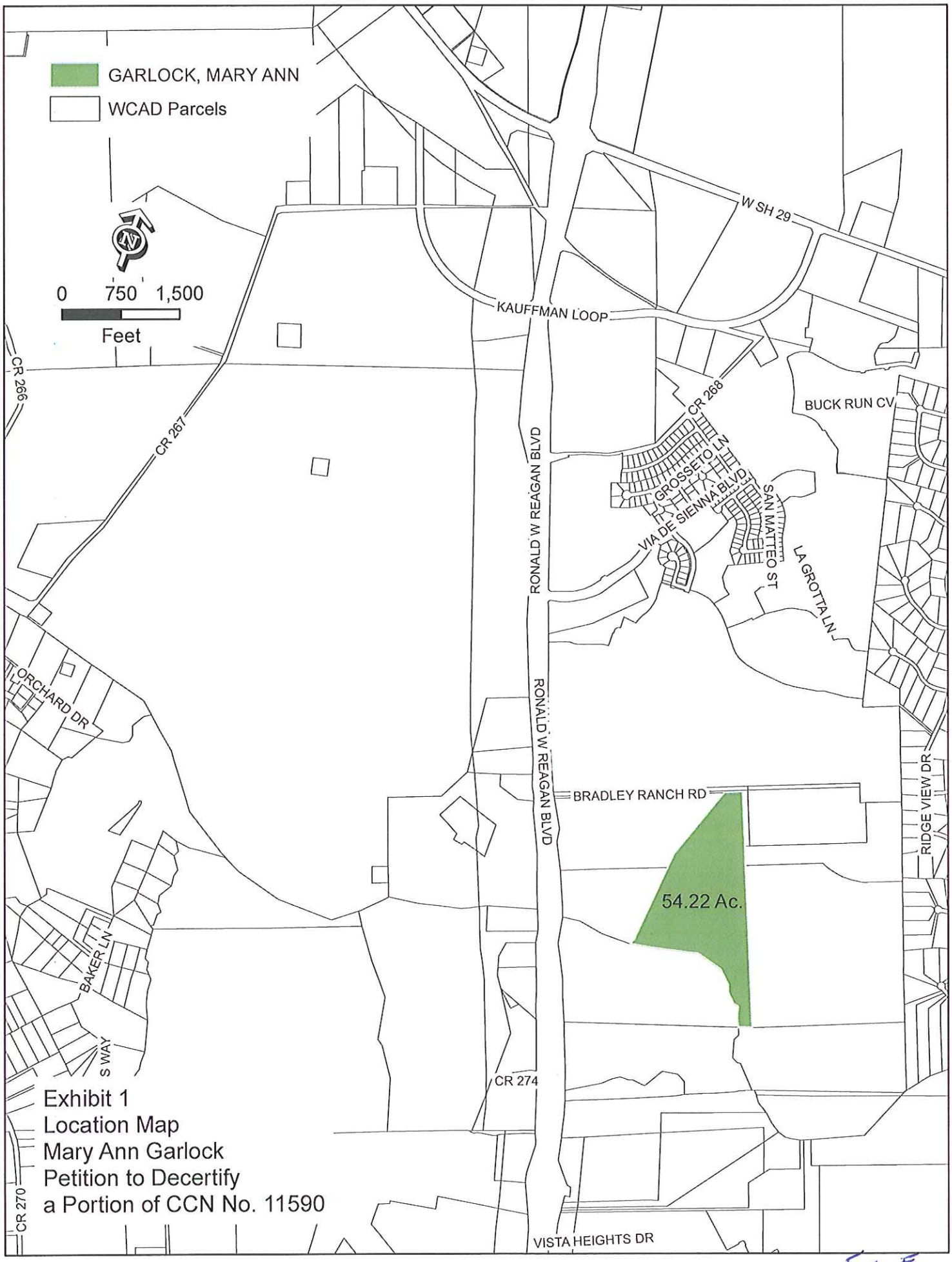


Exhibit 1
Location Map
Mary Ann Garlock
Petition to Decertify
a Portion of CCN No. 11590

Ex. E

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

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 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.

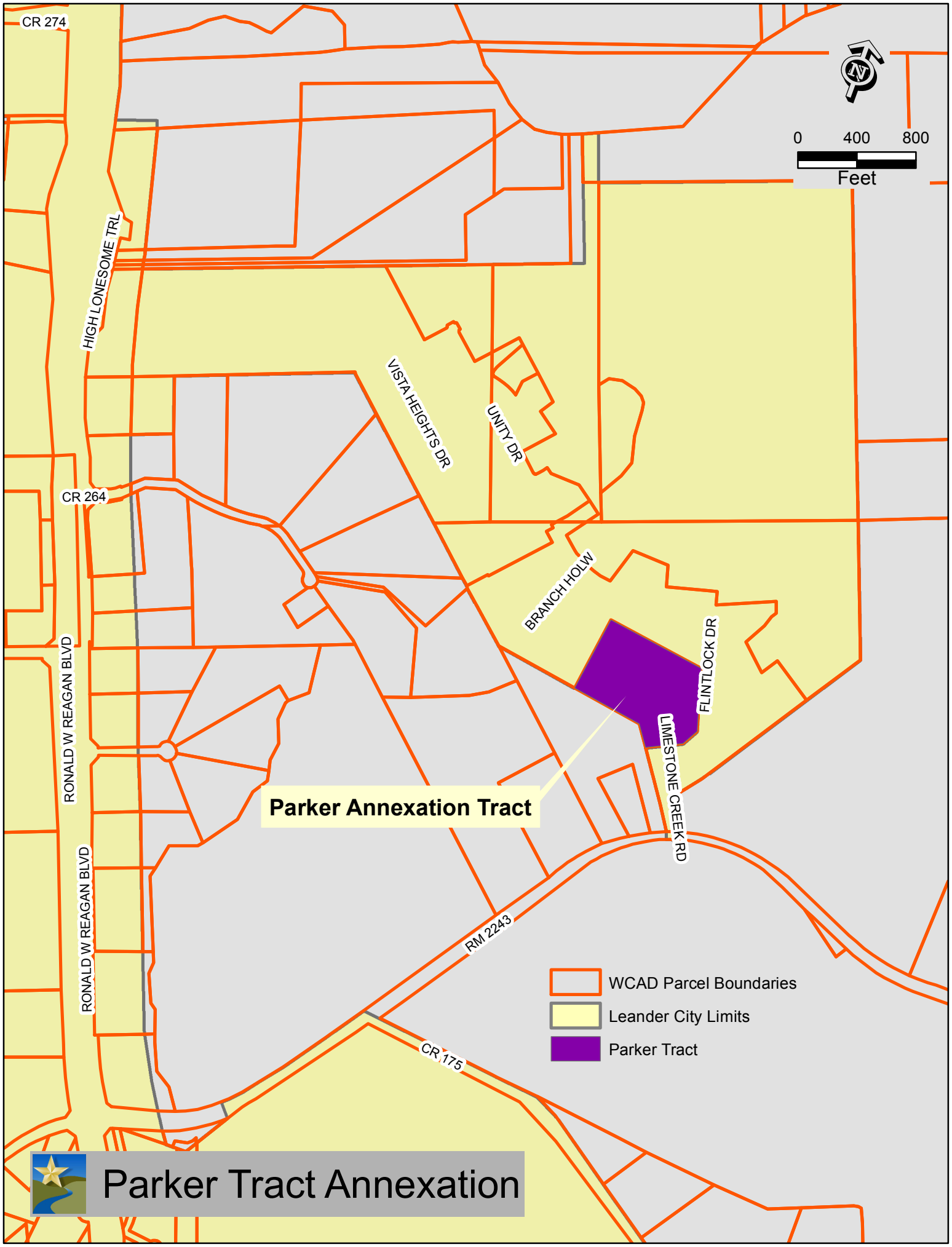
(4) **Term.** If not previously expired, this service plan expires at the end of ten (10) years.

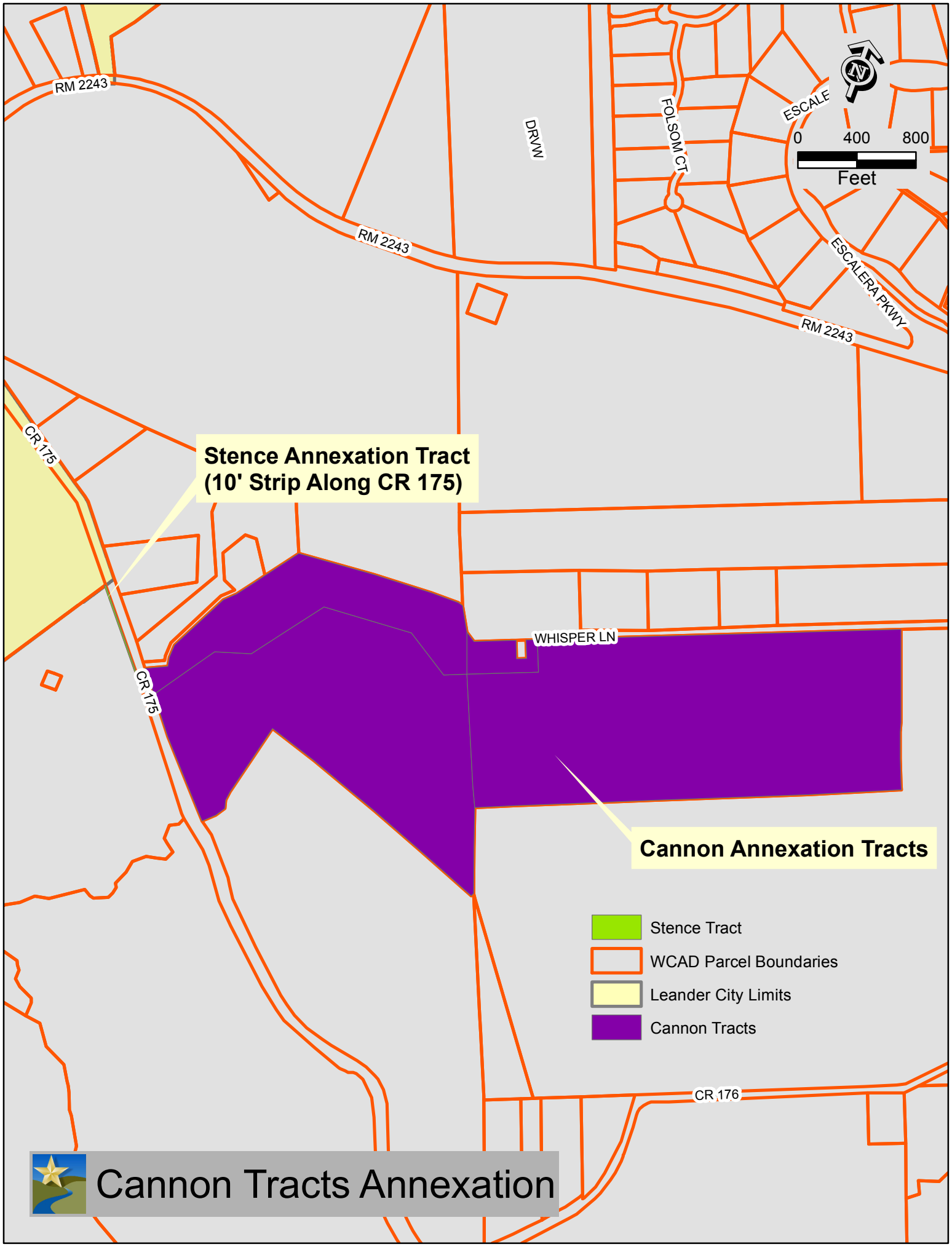
(5) **Property Description.** The legal description of the subject property is as set forth in exhibits attached to the Annexation Ordinance to which this Service Plan is attached.

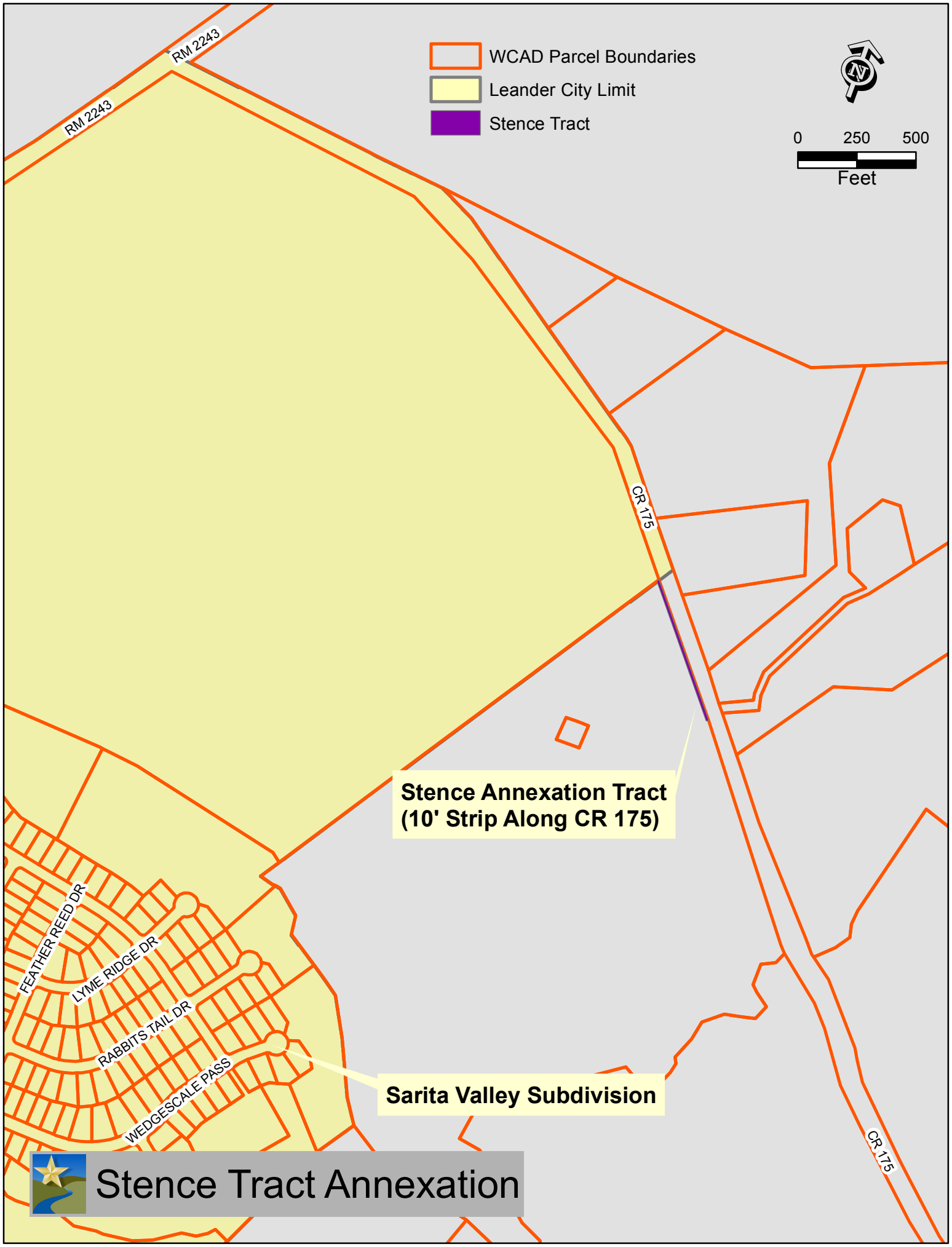
SCHEDULE FOR VOLUNTARY ANNEXATION
PARKER, RED OAK VALLEY, SPRINGWOOD

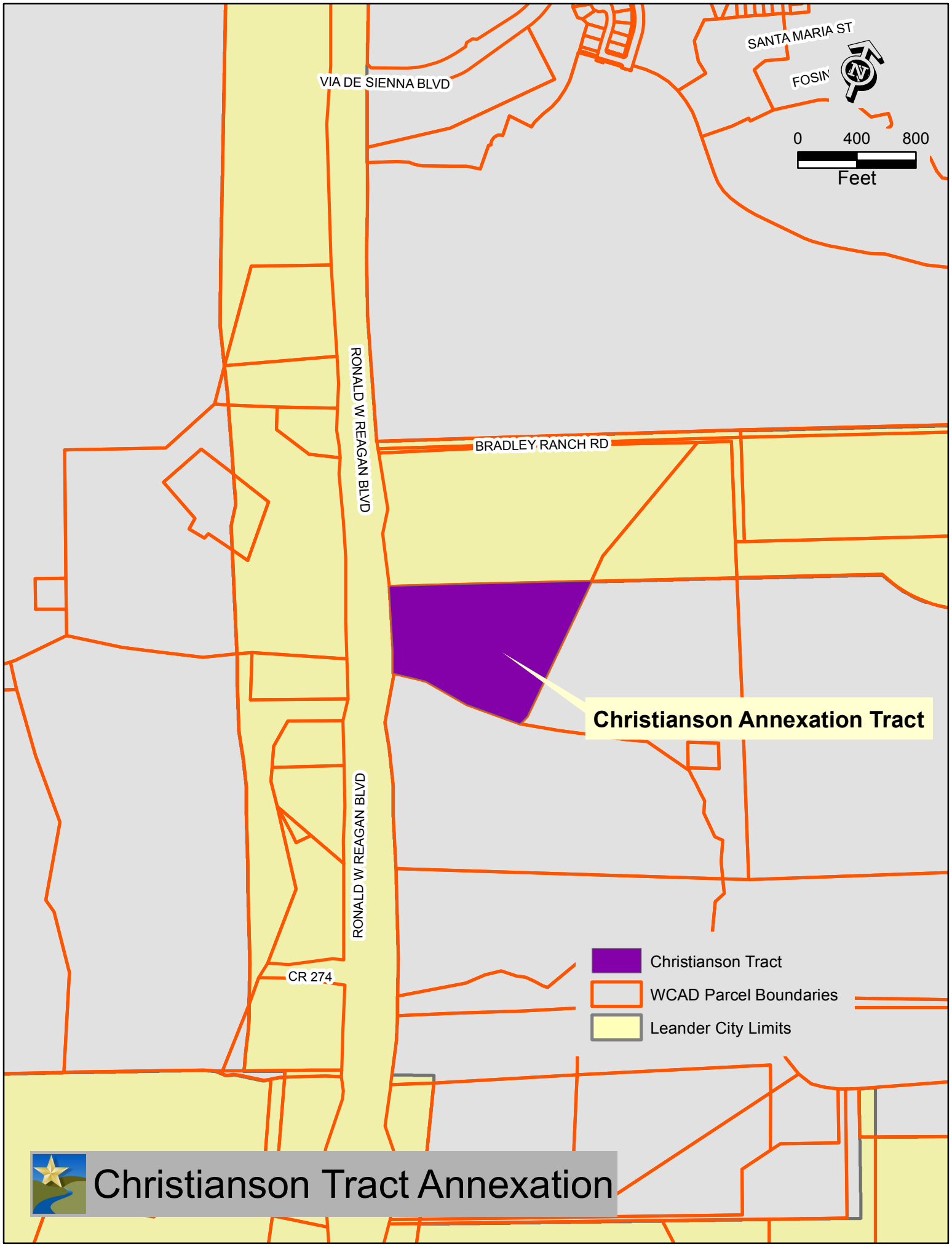
DATE	ACTION/EVENT	LEGAL AUTHORITY
June 5, 2014	**COUNCIL BY WRITTEN RESOLUTION** Directs notification to land owners; and sets two (2) Public Hearings **July 17, 2014 and July 24, 2014**; Council directs development of service plan for area to be annexed.	Loc. Gov't Code, §§ 43.063 & 43.065; Public Hearings: are on or after the 40th day but before 20th day before institution of proceedings.
By June 16, 2014	**NOTICE TO** property owners & utility providers	Loc. Gov't Code § 43.062(a)
July 2, 2014** Publish notice of First Public Hearing and send school district notice **July 9, 2014**** Publish notice of Second Public Hearings	**NEWSPAPER NOTICES** RE: FIRST AND SECOND PUBLIC HEARINGS; (If applicable, certified Notice to Railroad). POST NOTICE OF HEARINGS ON CITY'S WEBSITE AND MAINTAIN UNTIL HEARINGS COMPLETE; **SCHOOL DISTRICT NOTICE** (notify each school district of possible impact w/in the period prescribed for publishing the notice of the First Public Hearing.)	Not less than 10 days nor more than 20 days before 1st and 2nd public hearings. Loc. Gov't Code, §43.063 (c). Loc. Gov't Code § 43.905; send school district notice not less than 10 days nor more than 20 days before the First Public Hearing.
Ten days after the date the first notice of Public Hearing is published	LAST DAY FOR SUBMISSION OF WRITTEN PROTEST BY RESIDENTS (10 days after first newspaper notice)	Site hearing required if 10% of adult residents of tracts protest within 10 days after 1st newspaper notice. Loc. Gov't Code, § 43.063 (b)
July 17, 2014*	**1st PUBLIC HEARING** AND PRESENT SERVICE PLAN (Not more than 40 days before the 1st reading of ordinance) *REGULAR MEETING*	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.063(a) & 43.065.
July 24, 2014*	**2nd PUBLIC HEARING** AND PRESENT SERVICE PLAN (At least 20 days before 1st reading of ordinance.) *SPECIAL CALLED MEETING*	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 **August 21, 2014***	**FIRST READING** OF ORDINANCE *REGULAR MEETING*	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	**SECOND-FINAL READING** OF ORDINANCE *REGULAR MEETING*	Not more than 90 days after 1st reading of Ordinance § 43.064.
Within 30 days of Second Reading	**CITY SENDS COPY OF MAP** showing boundary changes to County Voter Registrar in a format that is compatible with mapping format used by registrar	Elec. Code §42.0615
Within 60 days of Second Reading	**CITY PROVIDES CERTIFIED COPY OF ORDINANCE AND MAPS TO:** 1. County Clerk 2. County Appraisal District 3. County Tax Assessor Collector 4. 911 Addressing 5. Sheriff's Office 6. City Department Heads 7. State Comptroller 8. Franchise Holders	

***Dates in BOLD are MANDATORY dates to follow this schedule. Please advise if deviation.**
****Newspaper notices to paper by 5p.m. the preceding Wednesday**


CR 274
HIGH LONESOME TRL
VISTA HEIGHTS DR
UNITY DR
CR 264
BRANCH HOLW
FLINTLOCK DR
LIMESTONE CREEK RD
RONALD W REAGAN BLVD
RONALD W REAGAN BLVD
Parker Annexation Tract
RM 2243
CR 175
0
400
800
Feet
WCAD Parcel Boundaries
Leander City Limits
Parker Tract
Parker Tract Annexation


RM 2243
DRVW
FOLSOM CT
ESCALE
ESCALERA PKWY
0
400
800
Feet
RM 2243
RM 2243
CR 175
Stence Annexation Tract
(10' Strip Along CR 175)
WHISPER LN
CR 175
Cannon Annexation Tracts
Stence Tract
WCAD Parcel Boundaries
Leander City Limits
Cannon Tracts
CR 176
Cannon Tracts Annexation


WCAD Parcel Boundaries
Leander City Limit
Stence Tract
0
250
500
Feet
RM 2243
RM 2243
CR 175
CR 175
Stence Annexation Tract
(10' Strip Along CR 175)
FEATHER REED DR
LYME RIDGE DR
RABBITS TAIL DR
WEDGESCALE PASS
Sarita Valley Subdivision
Stence Tract Annexation


SANTA MARIA ST
FOSIN
VIA DE SIENNA BLVD
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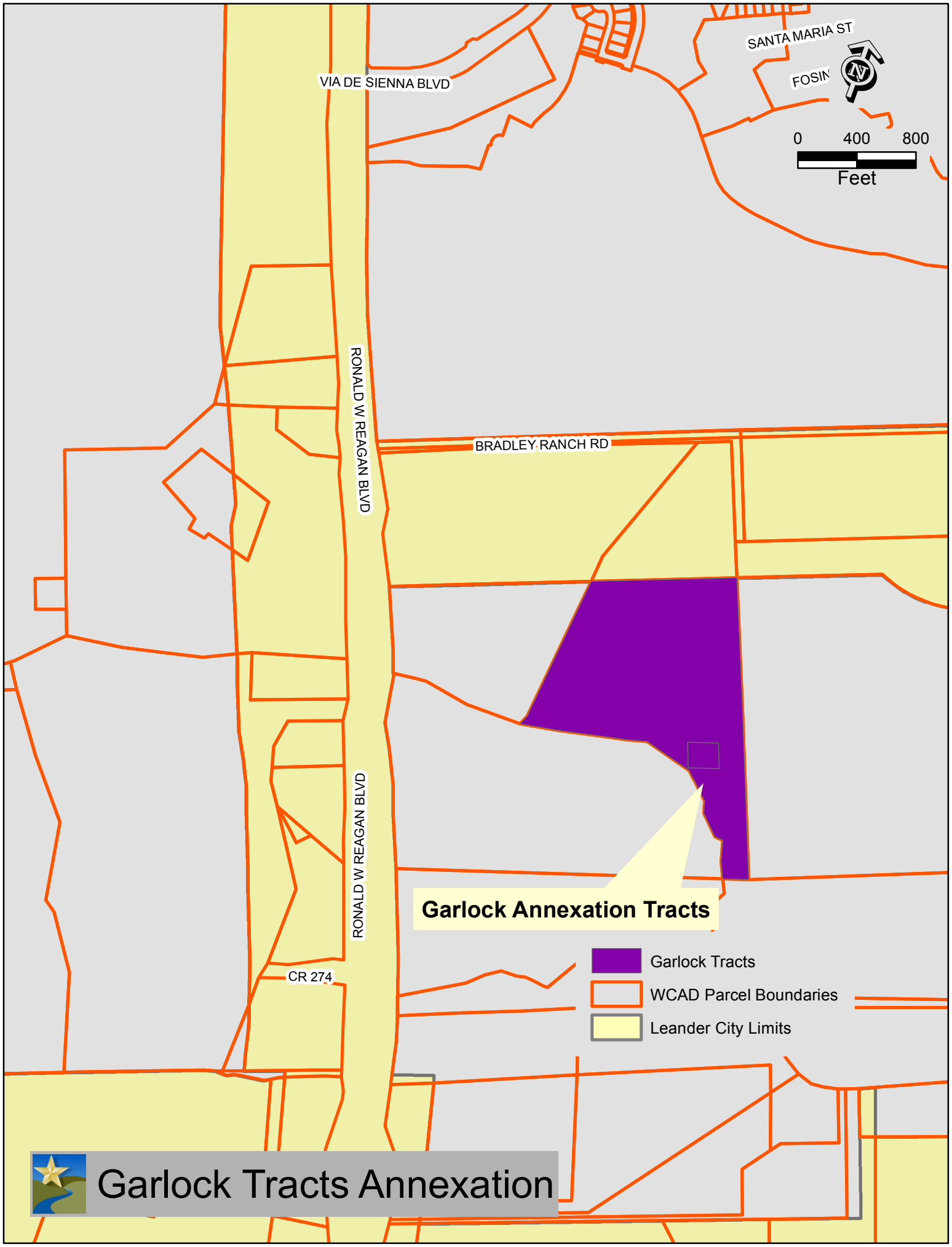
RONALD W REAGAN BLVD
BRADLEY RANCH RD
Christianson Annexation Tract
RONALD W REAGAN BLVD
CR 274
Christianson Tract
WCAD Parcel Boundaries
Leander City Limits
Christianson Tract Annexation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VIA DE SIENNA BLVD
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RONALD W REAGAN BLVD
BRADLEY RANCH RD
RONALD W REAGAN BLVD
Garlock Annexation Tracts
Garlock Tracts
WCAD Parcel Boundaries
Leander City Limits
CR 274
Garlock Tracts Annexation

Executive Summary

July 17, 2014

Agenda Subject: Continue the Public Hearing and consider action on a resolution creating the Oak Creek Public Improvement District and an agreement with Sentinel/Cotter Leander, LLC.

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. On June 5, 2014 the Council opened the public hearing on the creation of the PID and continued it until July 3, 2014. At the July 3, 2014 meeting the Council continued the public hearing until July 17, 2014.

This item provides for the statutorily required public hearing to be held, allows for the Council to approve a resolution creating the PID and approve an agreement with the developer regarding terms and conditions related to the creation and dissolution of the PID.

Origination: Applicant: Sentinel/Cotter Leander, LLC

Recommendation: Staff recommends continuing the public hearing, approving the resolution creating the PID and approve the letter agreement related to the terms and conditions of the creation of the PID.

Attachments:

1. Resolution
2. Agreement

Prepared by: Tom Yantis, AICP

Director of Development Services

7/9/14

RESOLUTION NO. _____

A RESOLUTION REGARDING THE CREATION OF OAK CREEK PUBLIC IMPROVEMENT DISTRICT AND ORDERING PUBLIC IMPROVEMENTS TO BE MADE FOR THE BENEFIT OF SUCH DISTRICT; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND CONTAINING OTHER MATTERS RELATING TO THE SUBJECT

WHEREAS, the City of Leander, Texas (the "City") is authorized by Chapter 372, Texas Local Government Code, as amended (the "Act") to create a public improvement district and to levy special assessments against property within the district to pay the costs of public improvement projects that confer a special benefit on property within the district;

WHEREAS, on March 17, 2014, there was submitted to and filed with the City Secretary of the City pursuant to the Act that certain "Petition for the Creation of a Public Improvement District to Finance Improvements to Oak Creek Subdivision" (the "Petition") requesting the establishment of a public improvement district covering approximately 150.894 acres described in the Petition and Exhibit A attached hereto, and to be known as the "Oak Creek Public Improvement District" (the "District");

WHEREAS, the City Council of the City (the "City Council") has reviewed the Petition and determined that the Petition satisfies the requirements of the Act;

WHEREAS, after providing the notices required by the Act and by the Texas Open Meetings Act, Chapter 551, Texas Government Code, as amended (the "Open Meetings Act"), the City Council conducted a public hearing on June 5, 2014, to determine the advisability of creating and establishing the District and undertaking the public improvement projects described in the Petition;

WHEREAS, the public hearing was continued and reconvened on July 3, 2014, to allow the City Council to hear evidence and make findings as to the advisability, nature and cost of the improvements the boundaries of the district and the method of assessment and apportionment of costs between the District and the City;

WHEREAS, all owners of property located within the proposed District and all other interested persons were given the opportunity at such public hearing to speak for or against the creation of the District and the proposed public improvements; and

WHEREAS, the City Council has made findings based on the information contained in the petition presented to the City Council and the comments received at the public hearing.

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

Section 1. The City Council hereby approves the statements contained in the preamble of this Resolution and finds that all statements are true and correct and incorporate the same in

the body of this Resolution.

Section 2. The City Council, after considering the Petition and the evidence and testimony presented at the public hearing, hereby finds and determines that:

(a) the Petition was filed with the City Secretary and was signed by owners of taxable real property representing more than 50 percent of the appraised value of taxable real property liable for assessment under the proposal, as determined by the current appraisal roll of the appraisal district in which the property is located, and by the record owners of real property liable for assessment under the proposal who own taxable real property that constitutes more than 50 percent of the area of all real property that is liable for assessment under the proposal;

(b) the proposed public improvements described in the Petition and in Exhibit B to this Resolution are of the nature of the public improvements described in Section 372.003 of Texas Local Government Code, as amended, and are advisable and desirable improvements for the District;

(c) the proposed public improvements will promote the interests of the City and are of the nature that will confer a special benefit on all property within the District by enhancing the value of such property located within the District;

(d) the boundaries of the District include all of the property that is set forth and described in Exhibit A attached hereto and made a part hereof for all purposes;

(e) the nature of the proposed improvements and estimated costs thereof are set forth and described in Exhibits B and C attached hereto and made a part hereof for all purposes;

(f) the assessment of costs of the proposed improvements will be levied on each parcel of property within the Public Improvement District in a manner that results in imposing equal shares of the costs on property similarly benefitted;

(g) the costs of the improvements shall be apportioned between the District and City such that all such costs are paid from the assessments levied on the property within the District and other sources available to the owners and developers of the property within the District, as further described in Exhibit C; and

(h) the District shall be managed without the creation of an advisory body.

Section 3. Based on the foregoing, the Oak Creek Public Improvement District is hereby created and the public improvements described in Exhibits B and C are authorized to be made in accordance with the service and assessment plan for the Oak Creek Public Improvement District to be approved by the City Council at a future meeting.

Section 4. After adoption of this resolution, the City Secretary is authorized and directed to cause a copy of this resolution to be published in a newspaper of general circulation within

the City.

Section 5. If any section, article, paragraph, sentence, clause, phrase or word in this resolution or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this resolution; and the City Council hereby declares it would have passed such remaining portions of the resolution despite such invalidity, which remaining portions shall remain in full force and effect.

Section 6. The authorization of the District pursuant to this resolution shall take effect upon publication of this resolution as provided above.

PASSED, APPROVED AND EFFECTIVE this _____, 2014.

City of Leander, Texas

_____
Christopher Fielder, Mayor

ATTEST:

_____
Debbie Haile, City Secretary

[SEAL]

EXHIBIT B

Proposed Public Improvements

Sanitary Sewer – South Brook Drive – The sanitary sewer line along South Brook Drive consists of approximately 1,880 linear feet of 8-inch SDR-26 PVC gravity line with approximately 11 four foot diameter manholes.

Sanitary Sewer – West Broade Street – The sanitary sewer line along West Broade Street consists of approximately 2,840 linear feet of 8-inch SDR-26 PVC gravity line with approximately 17 manholes. Additionally, there is approximately 450 linear feet of 15-inch SDR-26 PVC gravity line with approximately 4 manholes along West Broade Street.

Drainage – South Brook Drive – Drainage improvements along South Brook Drive consist of approximately 2,970 linear feet of Reinforced Concrete Pipe (RCP) storm sewer ranging in size from 18 inches up to 60 inches. Drainage improvements also include approximately 5 junction boxes and approximately 8 curb inlets.

Drainage – West Broade Street – Drainage improvements along West Broade Street consist of approximately 2,540 linear feet of Reinforced Concrete Pipe (RCP) storm sewer ranging in size from 18 inches up to 60 inches. Drainage improvements also include approximately 9 junction boxes and approximately 9 curb inlets.

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 will be incorporated into the roadway to emphasize the entry. Native landscape material will be planted around the entry feature to provide color and texture. A few stands of mature trees will be planted behind the monument sign.

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. 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.

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.

Walls at Collectors - Masonry walls will be constructed along both sides of West Broade Street and along San Gabriel Parkway to provide an attractive border along the community boundary. The wall materials will complement the stone material utilized in the entry features described above. Masonry columns will be incorporated into the walls

at regular intervals along the roadway frontage.

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 landscaping along the road is intended to create a unique sense of place and enhance the natural beauty of the community.

Native Area Re-vegetation - For designated parcels within the community, plans are in place to repair any damage caused during construction. Areas disturbed by site grading will be reseeded with native grass mix and wildflowers.

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 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.

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.

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 may include features such as benches, trash cans, enhanced landscaping and dog stations.

EXHIBIT C

Estimated Costs of Public Improvements

The estimated total cost of the proposed public improvements is $4,046,205.00 (excluding required reserves and cost of issuance), which may be modified to conform to actual expenses. The costs of the improvements will be paid by assessment of the property owners within the proposed Public Improvement District. The City will pay none of the costs of the proposed improvements from funds other than such assessments. The remaining costs of the proposed improvements, as well as any other infrastructure required for the property, will be paid from sources other than the City or assessments from property owners.

Agreement Regarding the Dissolution of the Oak Creek Public Improvement District

This Agreement Regarding the Dissolution of the Oak Creek Public Improvement District (the "Agreement") is entered into on this 3rd day of July, 2014 by Sentinel/Cotter Leander, LLC (the "Developer") and the City of Leander, a Texas home rule municipality (the "City"), hereinafter sometimes referred to collectively as the Parties.

Whereas, the Developer requested the City establish the Oak Creek Public Improvement District (the "District") in that certain Petition for the Creation of a Public Improvement District to Finance Certain Improvements to Oak Creek Subdivision dated March 14, 2014 (the "Petition");

Whereas, on the same date that the parties entered into this Agreement, the City approved the formation of the District over the Property described in **Exhibit A**, attached hereto and incorporated herein for all purposes, by Resolution No. _____ (the "Resolution");

Whereas, the Developer has requested the City to issue bonds to assist with the financing of certain public improvements identified in the Resolution (the "PID Bonds");

Whereas, the parties desire to provide for the dissolution of the District if the PID Bonds are not issued by the deadline set forth herein;

NOW, THEREFORE, for and in consideration of the above recitals and the terms, conditions and agreements stated in this Agreement, the parties agree as follows:

1. The Developer agrees that this Agreement constitutes Developer's petition to dissolve the District under Section 372.011, Texas Local Government Code, and the City is hereby authorized to dissolve the District, in the event that the PID Bonds are not issued by July 3, 2015 (the "Authorization"). The Developer will not oppose the City's dissolution of the District undertaken in accordance with this Agreement, and will cooperate with the City to cause the District to be dissolved. The Authorization shall terminate and expire upon the issuance of the PID Bonds.

2. This Agreement shall be binding upon and inure to the benefit of the parties, their successors, and assigns. Owner shall cause any person or entity to whom Owner transfers the Property or any portion thereof (the "Subsequent Owner") to execute a document containing language substantially similar to that set forth in paragraph 1 granting the City the authorization to dissolve the District as provided in paragraph 1. Owner shall provide the City with copy of said document.

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement and this Agreement is effective as of the first date indicated above.

CITY:
City of Leander, Texas
a Texas home-rule municipal corporation

Attest:

By:_____
Name: Debbie Haile
Title: City Secretary

By:_____
Name: Christopher Fielder
Title: Mayor

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

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

(SEAL)

_____
Notary Public, State of Texas

DEVELOPER:
Sentinel/Cotter Leander LLC, a Texas limited liability company

By: Sentinel Land Company, LLC
Its: Manager

By:_____
Thomas J. Rielly, Manager

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 8 day of July, 2014, by Thomas J. Rielly, manager of Sentinel Land Company, LLC, a Texas limited liability company, the manager of Sentinel/Cotter Leander, L.L.C., a Texas limited liability company, on behalf of said limited liability companies.

(SEAL)

JULIE CALLIS
Notary Public, State of Texas
My Commission Expires
OCT. 25, 2016

_____
Notary Public, State of Texas

Executive Summary

July 17, 2014

Agenda Subject: Zoning Case 14-Z-016: Hold a public hearing and consider action on the rezoning of a tract of land generally located on the west side of Raider Way, approximately 1,620 ft from the northwest corner of the intersection of E. Crystal Falls Pkwy and Raider Way; 0.48 acres more or less of land located in the Elijah D. Harmon Survey, Abstract #6 and being a portion of Lot 1, Block A, Final Plat Cantwell Tract Subdivision; WCAD Parcel #R497326. Currently, the property is zoned Interim SFR-1-B (Single Family Rural) and the applicant is proposing to zone the property MF-2-B (Multi-Family), Leander, Williamson County, Texas.

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

Origination: Applicant: Brian J. Parker on behalf of Crystal Falls LTD.

Financial Consideration: None

Recommendation: See Planning Analysis. The Planning & Zoning Commission unanimously recommended approval of the request at the July 10, 2014 meeting.

Attachments:

1. Planning Analysis
2. Current Zoning Map
3. Aerial Map
4. Letter of Intent
5. Ordinance
6. Minutes – Planning & Zoning Commission July 10, 2014

Prepared By: Tom Yantis
Development Services Director 07/11/2014

PLANNING ANALYSIS

ZONING CASE 14-Z-016
Parkway Crossing

GENERAL INFORMATION

Owner: Crystal Falls LTD.

Current Zoning: Interim SFR-1-B (Single Family Rural)

Proposed Zoning: MF-2-B (Multi-Family)

Size and Location: The property is generally located 1,620 ft from the northwest corner of the intersection of E. Crystal Falls Pkwy and Raider Way; and is approximately 0.48 acres more or less

Staff Contact: Martin Siwek, GISP
Planner

ABUTTING ZONING AND LAND USE:

The table below lists the abutting zoning and land uses.

	ZONING	LAND USE
NORTH	Interim SFR-1-B	Developed Single Family Home
EAST	Interim SFR-1-B	Developed: Rouse High School and Knox Wylie Middle School
SOUTH	Interim SFR-1-B	Developed Single Family Home
WEST	MF-2-B	Vacant Multi-Family tract.

COMPOSITE ZONING ORDINANCE INTENT STATEMENTS

USE COMPONENT:

MF – MULTI-FAMILY:

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

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

SITE COMPONENT:

TYPE 2:

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

Intent:

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

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

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

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

ARCHITECTURAL COMPONENTS:

TYPE B:

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

Intent:

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

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

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

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

COMPREHENSIVE PLAN STATEMENTS:

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

- Provide Opportunities for coordinated, well-planned growth and development that are consistent with the Comprehensive Plan.
- Plan for continued growth and development that improves the community's overall quality of life and economic viability.
- Strive for a fiscal balance of land uses that will create a positive impact upon the City of Leander's budget and overall tax base.

ANALYSIS:

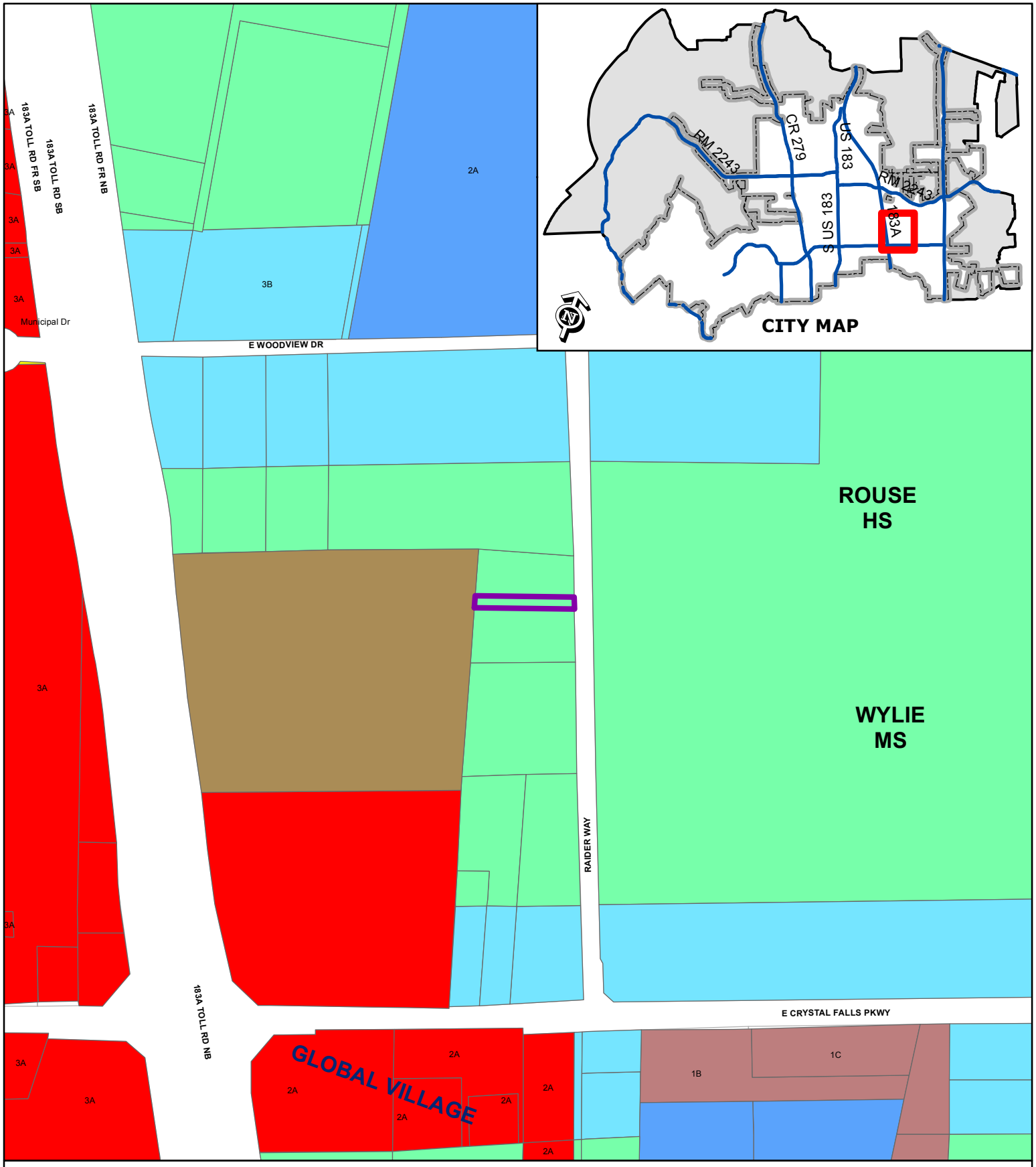
The applicant is requesting to rezone the property from Interim SFR-1-B (Single Family Rural) district to MF-2-B (Multi-Family) district. The intent of the applicant's request is to provide for a secondary means of ingress/egress to the project site.

The property's present zoning classification would prohibit a non-residential driveway from being built within a residential district, and the rezoning of this acreage would relieve the property from this limitation.

The proposed property to be rezoned would provide frontage for ingress and egress onto Raider Way for the approximate 27 acre tract. The land uses presently utilizing this collector class street include Rouse High School, Wylie Middle School, Central Baptist Church, and three single family homes.

STAFF RECOMMENDATION:

Staff recommends approval of the requested MF-2-B (Multi-Family) district. The requested site component is compatible with the adjacent land uses, and meets the intent statement of the use component for Multi-Family districts to provide access to collector or higher classified street.



ZONING CASE 14-Z-016

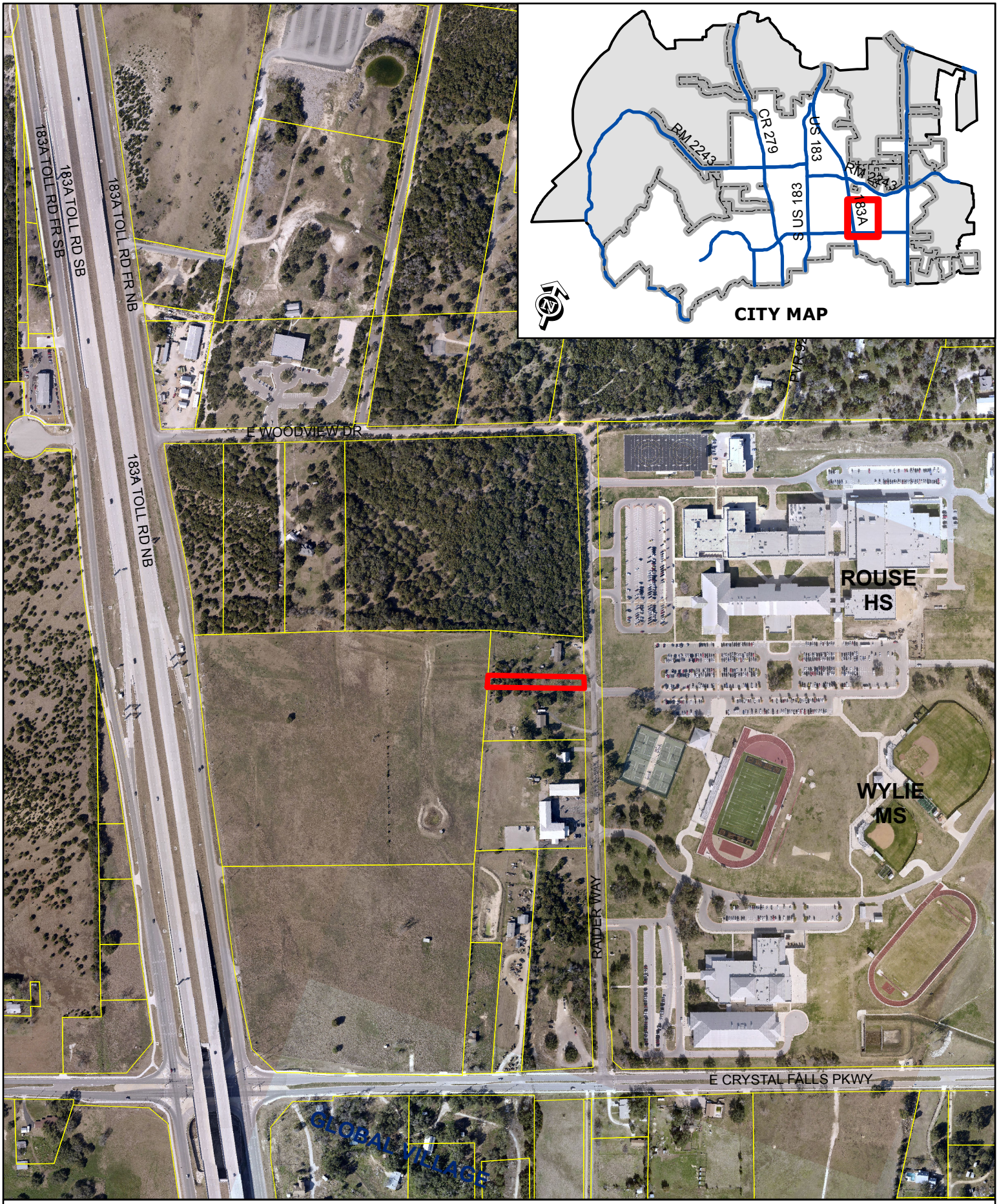
Attachment #2

Current Zoning Map
Parkway Crossing

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

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

0 200 400
Feet



ZONING CASE 14-Z-016 Attachment #3

Aerial Exhibit - Approximate Boundaries
Parkway Crossing

0 200
Feet

Subject Property
City Limits

ATTACHMENT 4

Kimley»Horn

May 29, 2014

Robin Griffin
City of Leander
Planning Department
PO Box 319
Leander, TX 78646

Re: Zoning Change Application Letter of Intent
Parkway Crossing

To Ms. Robin Griffin:

Please accept this letter as a written request to amend the Single-Family Rural designation of a 50'-wide strip of the subject tract. The approximately 0.48-acre section of land is located between 1263 and 1319 Raider Way in Leander, Texas

Based upon a preliminary plan for multi-family development, a second means of egress will be required for the site. The Preliminary Plan will be submitted Summer 2014. The change in zoning type from SFR to MF is necessary to provide this required drive onto Raider Way through the subject area. The remainder of the tract is already zoned for MF and no change is requested.

Please refer to the attached exhibit which illustrates the proposed zoning plan and the remainder of the zoning application submittal for additional information. If you have any questions or comments regarding this letter, please contact me at 418-1771.

Yours very truly,

KIMLEY-HORN AND ASSOCIATES, INC.

Brian J. Parker, P.E.

Vice President

ORDINANCE NO #

ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING ONE PARCEL OF LAND FROM INTERIM SFR-1-B (SINGLE-FAMILY RURAL) TO MF-2-B (MULTI-FAMILY); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.

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

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

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

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

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

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

Section 3. Applicability. This ordinance applies to the following parcels of land, which is herein referred to as the "Property." That certain parcel of land being 0.48 acres, more or less, located in Leander, Williamson County, Texas, being more particularly described in Exhibit "A", legally described as 0.48 acres of land located in the Elijah D. Harmon Survey, Abstract Number 6 and a portion of Lot 1, Block A, Final Plat Cantwell Tract Subdivision being more particularly described in Exhibit "B"; more particularly described in Document Number 2011085705 of the Official Public Records of Williamson County, Texas, and identified by tax identification number R497326.

Section 4. Property Rezoned. The Zoning Ordinance is hereby amended by changing the zoning district for the Property from Interim SFR-1-B (Single-Family Rural) to MF-2-B (Multi-Family).

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

Section 6. Severability. Should any section or part of this ordinance be held unconstitutional, illegal, or invalid, or the application to any person or circumstance for any reasons thereof

ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this ordinance are declared to be severable.

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

PASSED AND APPROVED on First Reading this the 17th day of July, 2014.
FINALLY PASSED AND APPROVED on this the 7th day of August, 2014.

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

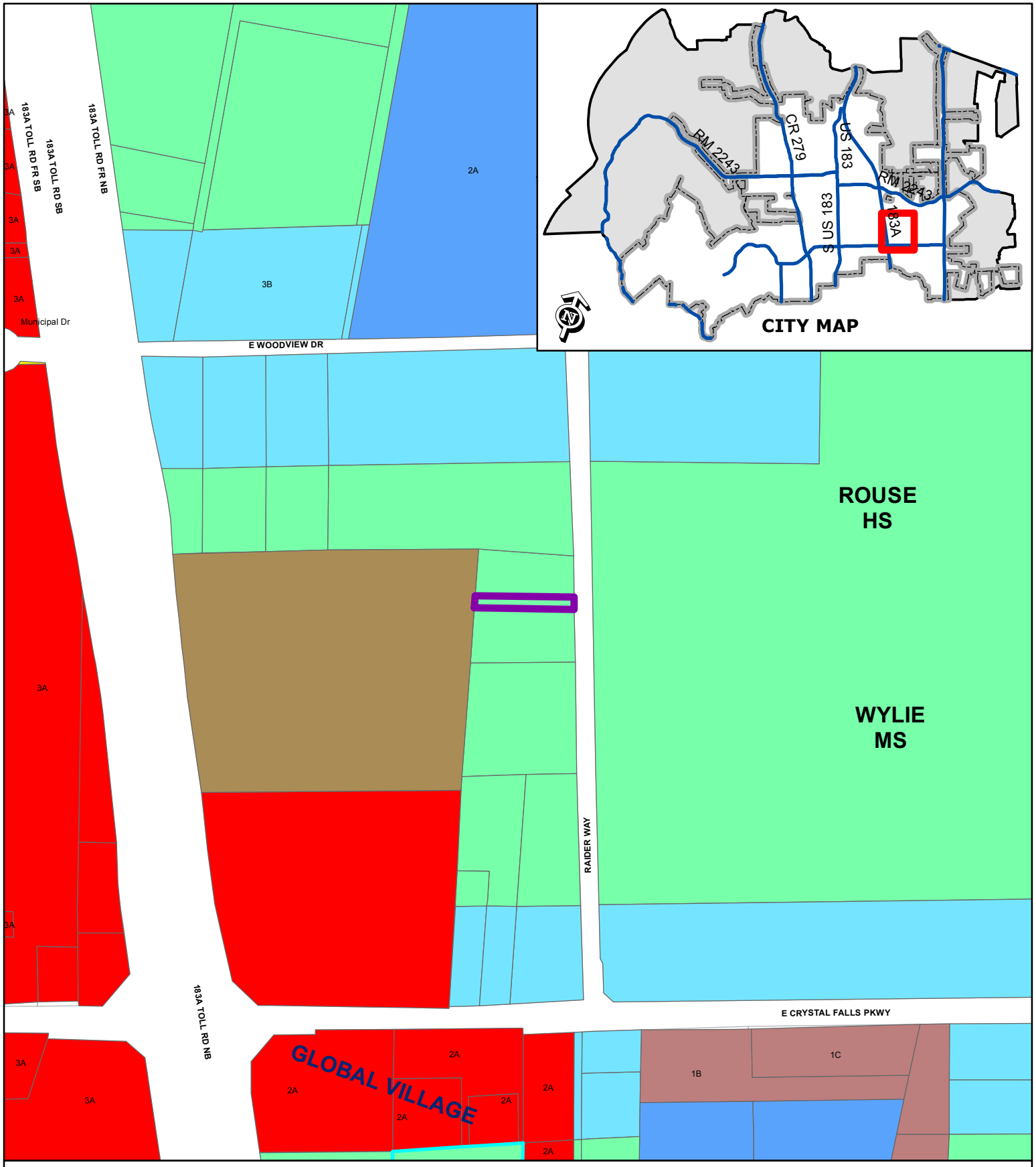


EXHIBIT A

Zoning Case 14-Z-016

Current Zoning Map
Parkway Crossing

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

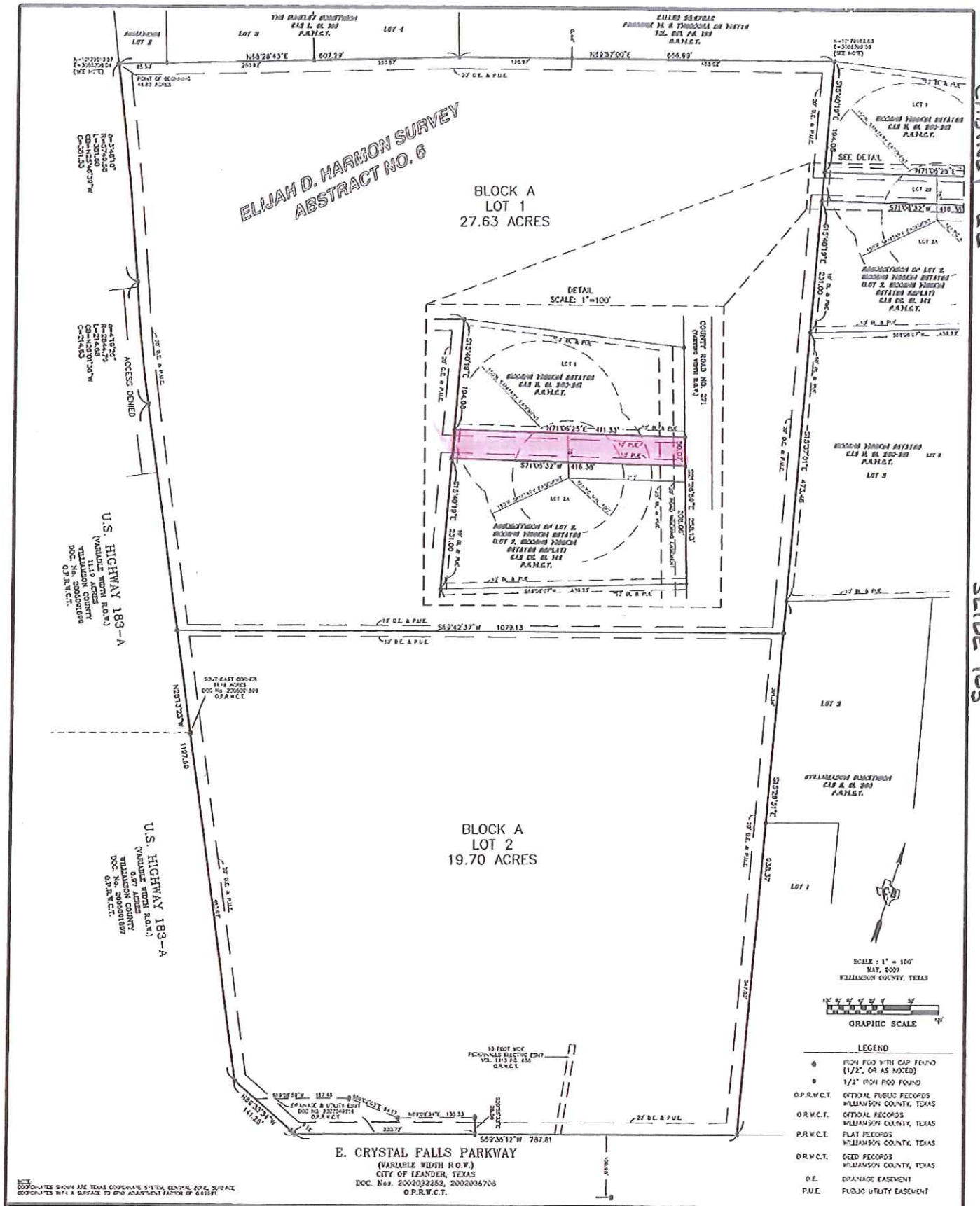
SFR, SFE, SFS, SFU, SFC, SFL, SFT, SFU/MH, TF, MF, LO, LC, GC, HC, HI, PUD

0 200 400
Feet

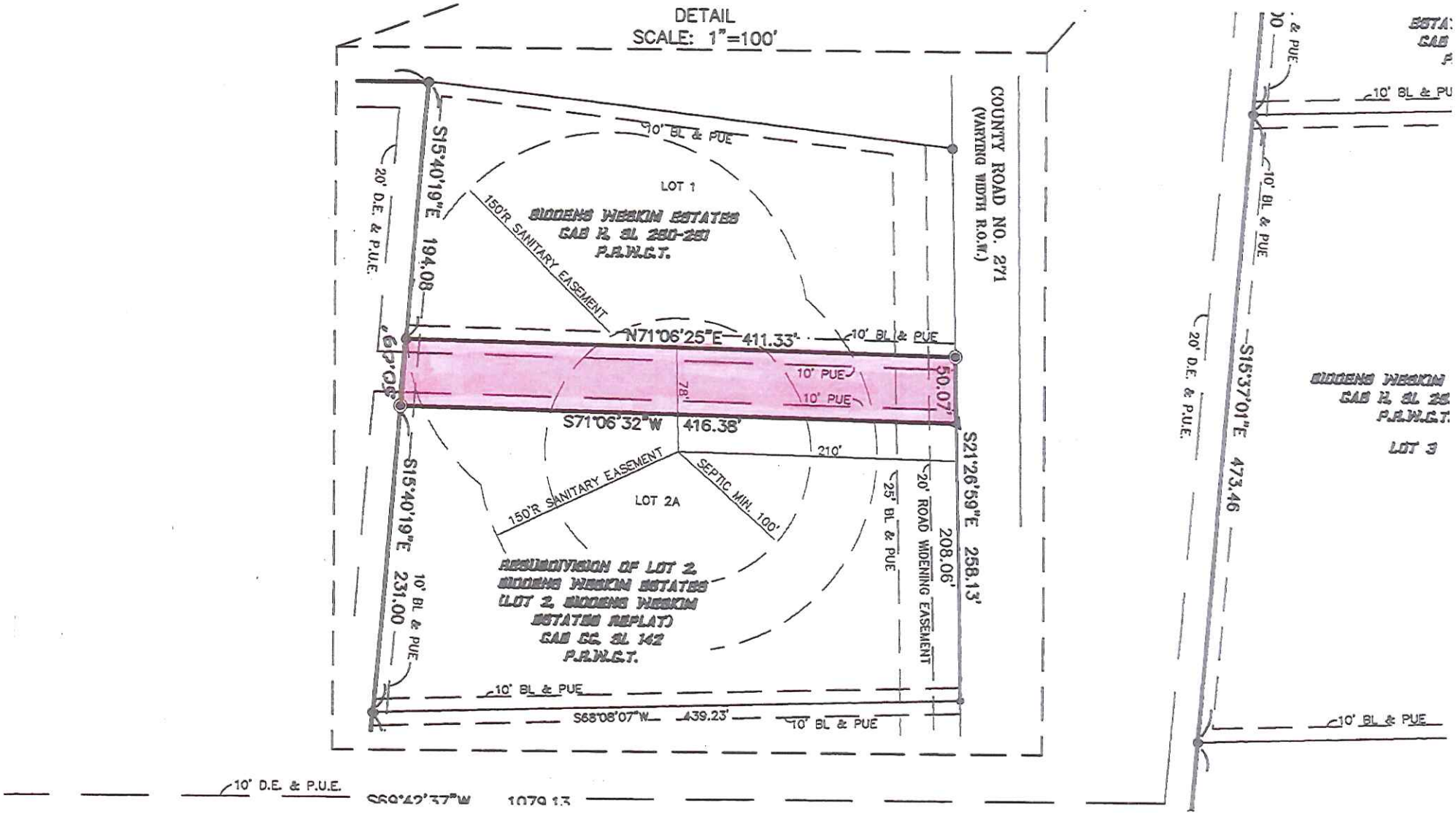
PHOTOGRAPHIC MYLAR

CABINET EE

SLIDE 105



PROJECT: FINAL PLAT OF CANTWELL TRACT			
JOB NUMBER: 050862.002.360.4005	Carter Burgess Consultants in Surveying, Engineering, Architecture, Construction Management, and Related Services	Carter & Burgess, Inc. 2705 Bee Cave Road Suite 300 Austin, Texas 78746 Phone: 512.314.3100 Fax: 512.314.3135 www.c-b.com © Copyright 2007 Carter & Burgess, Inc.	FINAL PLAT CANTWELL TRACT SUBDIVISION
DATE: MAY, 2007			SHEET 2 OF 3
SCALE: 1" = 100'			
SURVEYOR: DAVID PAUL CARR, RPLS NO. 3997			
TECHNICIAN: B. SCHVIDT			
DRAWING: T:\tech\050862_Cantwell 47 acres\Final			
DESCRIPTION:			
PARTYCHIEF: MIKE BROWN			CB PLAT No. 050862FP
FIELDBOOKS: 242			


DETAIL
SCALE: 1"=100'
COUNTY ROAD NO. 271
(VARYING WIDTH R.O.W.)
LOT 1
SIDDENS WEEKIN ESTATES
CAB H, SL 280-281
P.R.W.C.T.
150'R SANITARY EASEMENT
10' BL & PUE
20' D.E. & P.U.E.
S15°40'19"E 194.08
N71°06'25"E 411.33'
10' PUE
78'
50.07'
S71°06'32"W 416.38'
210'
S21°26'59"E 258.13'
LOT 2A
SEPTIC MIN. 100'
25' BL & PUE
20' ROAD WIDENING EASEMENT
208.06'
SUBDIVISION OF LOT 2,
SIDDENS WEEKIN ESTATES
(LOT 2, SIDDENS WEEKIN
ESTATES REPLAT)
CAB CC, SL 142
P.R.W.C.T.
S15°40'19"E 231.00
S68°08'07"W 439.23'
S15°37'01"E 473.46
LOT 3
10' D.E. & P.U.E.

a) Staff Presentation

Martin Siwek, Planner stated that staff reviewed the request and it has staff approval.

b) Applicant Presentation

Timothy Haynie was present for questions.

c) Open Public Hearing

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

d) Close Public Hearing

Chairman Seiler closed the public hearing.

e) Discussion

Discussion took place.

f) Consider Action

Commissioner Anderson moved to approve with staff recommendation, Vice Chairman Stephenson seconded the motion. Motion passed 6 to 1 with Commissioner Sokol opposing.

10. Zoning Case 14-Z-016: Hold a public hearing and consider action on the rezoning of a tract of land generally located on the west side of Raider Way, approximately 1,620 ft from the northwest corner of the intersection of E. Crystal Falls Pkwy and Raider Way; 0.48 acres more or less of land located in the Elijah D. Harmon Survey, Abstract #6 and being a portion of Lot 1, Block A, Final Plat Cantwell Tract Subdivision; WCAD Parcel #R497326. Currently, the property is zoned Interim SFR-1-B (Single Family Rural) and the applicant is proposing to zone the property MF-2-B (Multi-Family), Leander, Williamson County, Texas. Applicant: Brian J. Parker on behalf of Crystal Falls LTD.

a) Staff Presentation

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

b) Applicant Presentation

Nathan Fuller was present for questions

c) Open Public Hearing

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

d) Close Public Hearing

Chairman Seiler closed the public hearing.

e) Discussion

Some discussion took place.

f) Consider Action

Commissioner Sokol moved to approve the zoning request of MF-2-B (Multi-Family), Commissioner Anderson seconded the motion. Motion passed unanimously.

AGENDA ITEM # 19

Executive Summary

July 17, 2014

Agenda Subject: Zoning Case 13-Z-027: Second reading and consider action on the rezoning of several tracts of land generally located to the Southwest of the intersection of San Gabriel Pkwy & US 183; 150.894 acres more or less; WCAD Parcels #R395875, R031699, R524552, and R525192. 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: Mark Baker on behalf of Sentinel Cotter Leander LLC.

Financial Consideration: None

Recommendation: See Planning Analysis. The Planning & Zoning Commission unanimously recommended approval with staff recommendation at the March 27, 2014 meeting. The City Council unanimously approved the Planning & Zoning Commission recommendation at the April 03, 2014 meeting.

The applicant has requested that the architectural standards for the PUD be modified to match the new CD Sector Standards.

Attachments:

1. Planning Analysis
2. Current Zoning Map
3. Aerial Map
4. Proposed PUD clean draft

4a. Proposed PUD redline from 1st reading

5. Letter of Intent
6. Ordinance
7. Letter from applicant regarding architectural standards

Prepared By: Tom Yantis, AICP

PLANNING ANALYSIS

ZONING CASE 13-Z-027
OAK CREEK PUD

GENERAL INFORMATION

Owner: Sentinel Cotter Leander LLC.

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 to the Southwest of the intersection of San Gabriel Pkwy & US 183 and includes approximately 150.894 acres in size.

Staff Contact: Robin M. Griffin, AICP
Senior Planner

ABUTTING ZONING AND LAND USE:

The table below lists the abutting zoning and land uses.

	ZONING	LAND USE
NORTH	PUD/TOD	Undeveloped Land located within the TOD
EAST	PUD/TOD	Undeveloped Land located within the TOD
SOUTH	SFU-2-B SFC-2-B GC-3-C PUD/TOD	Established Single-Family Homes Single-Family Homes under construction (Northside Meadow) Undeveloped Property zoned for commercial Plain Elementary School
WEST	OCL	Established Single-Family Homes (Benbrook Ranch)

COMPOSITE ZONING ORDINANCE INTENT STATEMENTS

USE COMPONENTS:

PUD – PLANNED UNIT DEVELOPMENT:

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

COMPREHENSIVE PLAN STATEMENTS:

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

- Plan for continued growth and development that improves the community's overall quality of life and economic viability.
- 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 the PUD (Planned Unit Development) district in order to allow for the development of a mixed residential community that will include a variety of housing types as well as multi-family development. The proposal includes detached residential lot widths ranging from as narrow as forty (40') feet to over sixty (60') feet wide and attached townhomes. The applicant has incorporated the mixture of residential districts in a well integrated neighborhood plan providing a variety of lot sizes within the same neighborhood.

The PUD proposal includes the following base zoning districts: SFU-2-B (Single-Family Urban), SFC-2-B (Single-Family Compact), SFL-2-B (Single-Family Limited), SFT-2-B (Single-Family Townhome), and MF-2-B (Multi-Family).

The table below identifies the proposed development standards for the residential zoning districts, setbacks, and lot sizes for this project. The primary difference between the Composite Zoning Ordinance and the proposed PUD is the lot size and the setbacks associated with the SFL-2-B district. The ordinance currently requires the lot width to be 41 feet and the minimum lot size to be 4100 square feet. The applicant is proposing an alley loaded product associated with the SFL-2-B district and is requesting reduced rear and front setbacks. In addition, each zoning district is required to have a minimum of 100 units to ensure a variety of housing types. The density of the MF-2-B district is limited to 12 units per acre. The MF-2-B and SFT-2-B

districts are limited to townhomes and/or cluster detached single-family condominiums. Traditional style apartment complexes are not permitted.

	RESIDENTIAL USES			
	DETACHED 50 ft. & wider lot (SFC/SFU)	**DETACHED** narrower than 50 ft. lot (SFL base, alley loaded)	**ATTACHED** Townhome (SFT base, alley loaded)	**CLUSTER / MF** (Setbacks are for perimeter)
Lot Area (minimum)	5,500 s.f.	4,000 s.f.	1,800 s.f.	**n/a**
Lot Width (minimum)	50 ft.	40 ft.	20 ft.	**n/a**
Front Setback (minimum)	20 ft. (25' street facing garage)	15 ft.	10 ft.	**20 ft.**
Side Setback (minimum)	5 ft.	5 ft.	0 ft./10 ft.	**10 ft. building separation**
Street Side Setback (minimum)	15 ft. (20'street facing garage)	15 ft.	15 ft.	**20 ft.**
Rear Setback (minimum)	15 ft.	6 ft.	6 ft.	**20 ft.**
Lot Depth (minimum)	110 ft.	100 ft.	90 ft.	**n/a**

All residential properties within the SFC-2-B and SFU-2-B base zoning districts shall comply with Article 8, Conventional Zone of the 2005 Leander SmartCode. This section states that 100% of all first story walls shall be stone, stucco, or brick and 80% of the overall structure is stone, stucco, or brick. The properties with the base zoning districts of SFL-2-B and MF-2-B are proposed to be native stone (or synthetic equivalent), brick, stucco, split faced block (for piers, foundation walls and chimneys), wood lap siding, or Hardi Plank siding (equivalent or better) and shall comply with Exhibit D of the PUD document.

Proposed Variations from the Composite Zoning Ordinance and/or Subdivision Ordinance:

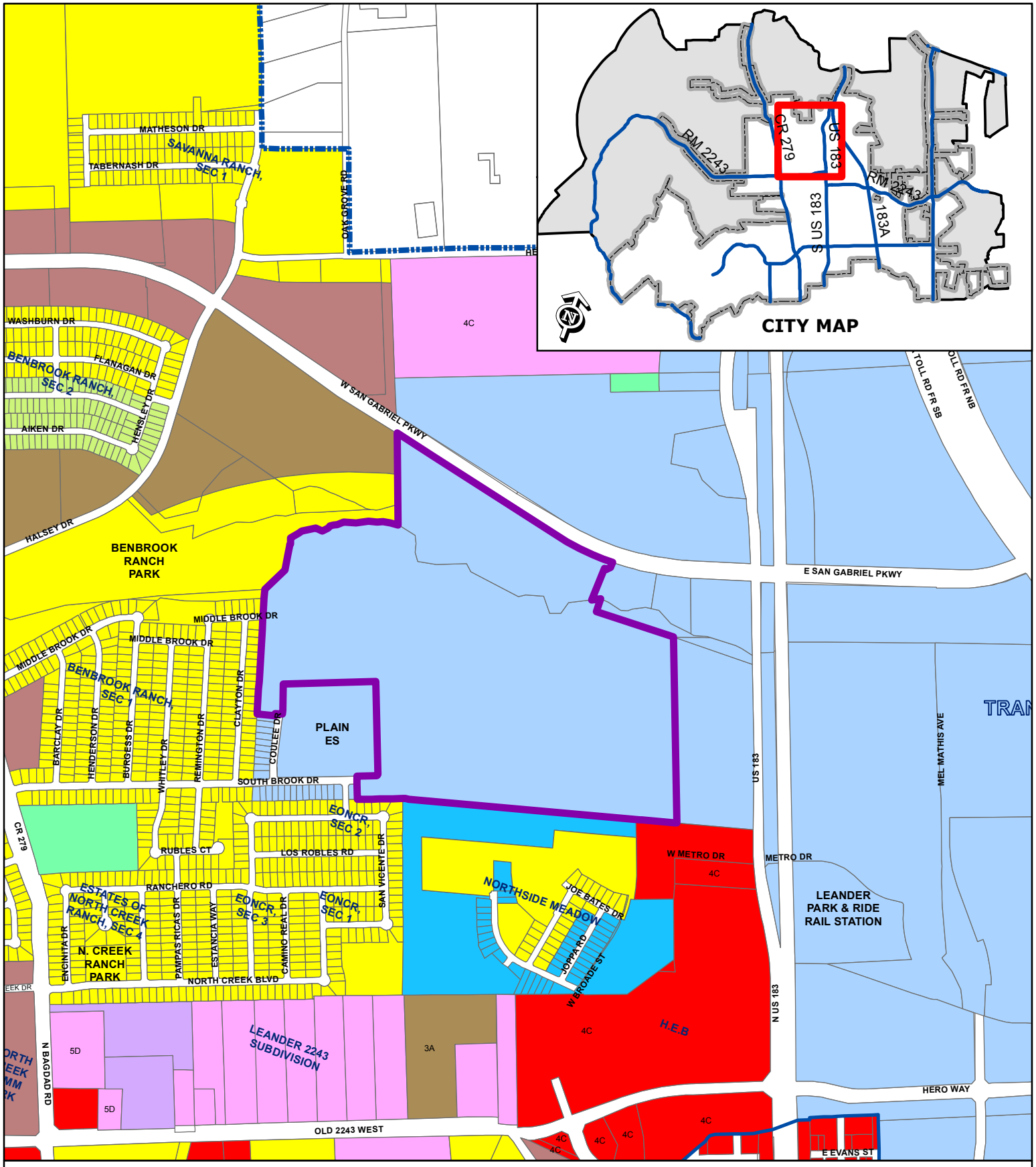
1. Reduced flag lot width for the water quality ponds from the required 25 feet to 15 feet.

Additional Standards Not Required by the Composite Zoning Ordinance:

1. Construction of a 6 foot tall masonry wall with columns adjacent to lots that back or side onto West Broade Street. Wrought iron fencing with masonry columns is allowed in locations where views into the neighborhood would be desirable.
2. All lots which back onto parks or floodplain areas shall utilize 6 foot, wrought iron view fencing.

STAFF RECOMMENDATION:

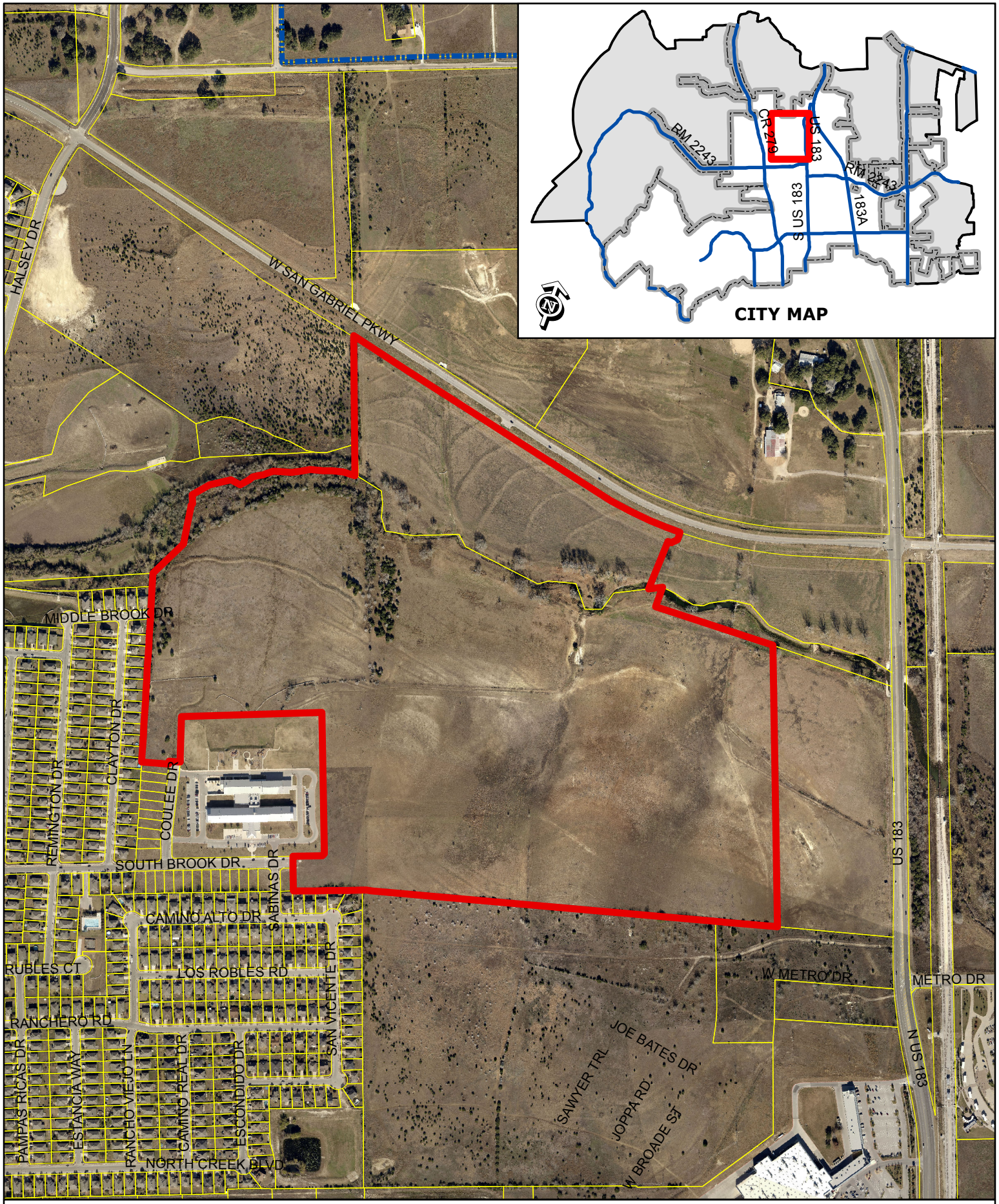
Staff recommends approval of the requested PUD. The proposed PUD promotes more flexibility with the location of the single-family districts and incorporates a mixture of multi-family and single-family townhome uses as a transition from W Broade Street towards US 183. This application effectively utilizes composite zoning to incorporate a variety of land uses while maintaining high form standards. The requested PUD meets the intent statements of the Composite Zoning Ordinance and the goals of the Comprehensive Plan.



ZONING CASE 13-Z-027

Attachment #2

Current Zoning Map
Oak Creek PUD



ZONING CASE 13-Z-027 Attachment #3

Aerial Exhibit - Approximate Boundaries
Oak Creek PUD

0 200
Feet

Subject Property
City Limits

Exhibit C

Oak Creek Planned Unit Development

A. Purpose and Intent

The Oak Creek PUD is composed of approximately 150 acres, as described in Exhibit A (Field Notes). The development of this property is planned as a high quality, residentialcommunity with a variety of residential product types.

Oak Creek has been designed to create walkable, pedestrian friendly neighborhoods. The contents of this PUD further explain and illustrate the overall appearance and function desired for this community. A Conceptual Site Layout and Land Use Plan has been attached to this PUD, Exhibit 1, to illustrate the design intent for the property. The Conceptual Site Layout and Land Use Plan is intended to serve as a guide to illustrate the general community vision and design conceptsand is not intended to serve as a final document. The Conceptual Site Layout and Land Use Plandepicts a mix of residential products and open space areas which are contemplated within the community.

B. Applicability and Base Zoning

All aspects regarding the development of this PUD shall complythe City of Leander Composite Zoning Ordinance, except as established in this exhibit, titled Exhibit C.

For the purpose of establishing development standards for the PUD, base zoning districts have been selected from the Leander Composite Zoning Ordinance for the various residential products proposed within the PUD.

- *For Lots 60' and wider: Base Zoning District SFU Single Family Urban (SFU-2-B)*
- *For Lots 50'-59': Base Zoning District SFC Single Family Compact (SFC-2-B)*
- *For Lots 40'-49': Base Zoning District SFL Single Family Limited (SFL-2-B)*
- *For Single Family Townhomes: SFT – Single Family Townhouse (SFT-2-B)*
- *For Cluster Housing: MF – Multi Family (MF-2-B)*

This PUD allows the flexibility to mix the various residential products and define boundaries for each lot type during the platting process. Each plat or site plan submitted to the City will identify the use at the time of City Submittal. All neighborhoods within the PUD will comply with the modified development standards of this PUD. In the case that this PUD does not address a specific City requirement, the Leander Composite Zoning Ordinance shall apply. In the event of a conflict between this PUD and the base zoning districtfound in the Leander Composite Zoning Ordinance, this PUD shall control.

C. Conceptual Site Layout and Land Use Plan

Exhibit 1 attached is a conceptual development plan intended to visually convey the design intent for the Oak Creek community. The design of the community is not final, and is subject to refinement during the platting and site planning stages. This PUD zoning document does not constitute plat or site plan approval of the attached plan.

The Oak Creek project is comprised of a mix of various single family detached products as well as townhomes and cluster products. Oak Creek will include a cohesive network of open spaces, including parks, water quality areas, floodplain and trail corridors. The open spaceand trails system combined with the sidewalk network will be critical in establishing a walkable, inviting community.

The product placement within the community is planned to provide the following development pattern:

SFL Single Family Limited
Alley loaded, 40' lots will be located west of West Broade Street and adjacent to the southern boundary line which is shared with the Northside Meadow development. The extension of South Brook Drive will be faced with alley loaded product to provide an attractive architectural street scene which will ultimately connect to the adjacent TOD uses located along Highway 183. The alley loaded product will also reduce driveways along South Brook Drive to Plain Elementary School.

SFC Single Family Compact/SFU Single Family Urban
The area north of the alley loaded product and west of West Broade Street will contain a mix of 50', 60' and 70' conventional single familyproduct types with access points to the central park and trail system. Extensions of Coulee Drive and Middle Brook Drive will connect into the new neighborhoods, providing a seamless connection to the adjacent Benbrook Ranch and Heritage Glen developments.

MF Multi Family/SFT Single Family Townhouse/Cluster
The parcels located east of West Broade Street are directly adjacent to the area designated as T5 on the City of Leander TOD map. The parcels are planned for higher density attached townhomes or cluster with a maximum density of 12 units per acre. The cluster product is a detached single family unit that is developed as a condo regime. If a cluster product is proposed, the site will be processed as a single lot site plan. The units will be sold as condos with common open space areas that are maintained by a Homeowners Association.

To ensure a variety and mix of residential product types within Oak Creek, the following standards have been established:

Residential Product Type Requirements

1. MF Multi Family/SFT Single Family Townhome(Cluster, Townhome)
   - Minimum of 100 units

2. SFL Single Family Limited-Alley Loaded lots
    - Minimum of 100 units
3. SFC Single Family Compact – 50’ lots
    - Minimum of 100 units
4. SFU Single Family Urban-60’ lots
    - Minimum of 100 units

D. Allowable Uses

The uses allowed within the Oak CreekPUD shall comply with the list of permitted uses defined in Article III, Section 17 of the Leander Composite Zoning Ordinance for the appropriate base zoning district. Cluster housing shall be considered a single family, detached use which is permitted in a MF Multi Family base district with a maximum density of 12 units per acre.

E. Lot Design Standards

Residential Areas:

Oak Creek will include a variety of residential product types and sizes from detached single family homes to townhomes. The detached residential has been broken into two categories based upon lot width and size. The attached product has been grouped into one category and Cluster housing has been designated as an individual category. Detailed design standards are included within this PUD, Table E.1, based upon the type of residential product.

The Oak Creekdevelopment will comply with the Development Standards set forth in Table E.1

Table E.1 – Development Standards

	RESIDENTIAL USES			
	DETACHED 50 ft. & wider lot (SFC/SFU)	**DETACHED** narrower than 50 ft. lot (SFL base, alley loaded)	**ATTACHED** Townhome (SFT base, alley loaded)	**CLUSTER/ MF** (Setbacks are for perimeter)
Lot Area (minimum)	5,500 s.f.	4,000 s.f.	1,800 s.f.	**n/a**
Lot Width (minimum)	50 ft.	40 ft.	20 ft.	**n/a**
Front Setback (minimum)	20 ft. (25' street facing garage)	15 ft.	10 ft.	**20 ft.**
Side Setback (minimum)	5 ft.	5 ft.	0 ft./10 ft.	**10 ft. building separation**
Street Side Setback (minimum)	15 ft. (20'street facing garage)	15 ft.	15 ft.	**20 ft.**
Rear Setback (minimum)	15 ft.	6 ft.	6 ft.	**20 ft.**
Lot Depth (minimum)	110 ft.	100 ft.	90 ft.	**n/a**

F. Parkland/Open Space/Trails

Open space within Oak Creek will create a network of trails and parkland that creates distinct neighborhoods and provides pedestrian walkways throughout the community. The Oak Creek PUD will contribute approximately 31 acres of open space consisting of parks, floodplain, greenbelt trail corridors and water quality ponds. The parkland and proposed trails and amenities shall be consistent with the approved Concept Plan Sheet 2 Parkland Exhibit (Exhibit 1).

The following criteria shall be considered allowable for parkland credit within Oak Creek.

1. Neighborhood Pocket Parks - Minimum of ½ acre
2. Minimum of 100' of street frontage
3. Water quality pond areas that are designed as an amenity
4. Open space trail corridors located along West Broade Street between the back of lots and the right of way

Oak Creek is located in close proximity to Benbrook Park. A primary 8' wide, concrete trail will be constructed within the floodplain which will provide a connection point for linkage between the Benbrook trail and West Broade Street and from West Broade Street east and south to connect with South Brook Drive (see approved Concept Plan

Sheet 2 Parkland Exhibit). An additional 8' wide, concrete trail will be provided along the entire length of West Broade Street which will meander in and out of the right of way and adjacent open space corridor located on the western side of the roadway.

G. Roadway Design

The Oak Creek community will incorporate the following right of way standards.

1. All single family detached roadways for base districts SFU Single Family Urban and SFC Single Family Compact shall utilize Primary Residential Street section ST-50-28 as defined in Table 10C of the Leander SmartCode.

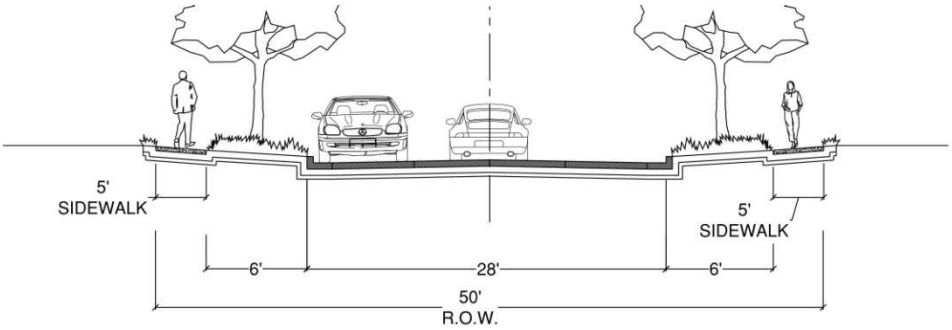
2. All alley loaded residential product in base districts SFL Single Family Limited and SFT Single Family Townhouse shall utilize Primary Residential Street section ST-48-26 as defined in Table 10C of the Leander SmartCode.

3. All alleys shall conform to the RA-20 Rear Alley section as defined in Table 10C of the Leander SmartCode.

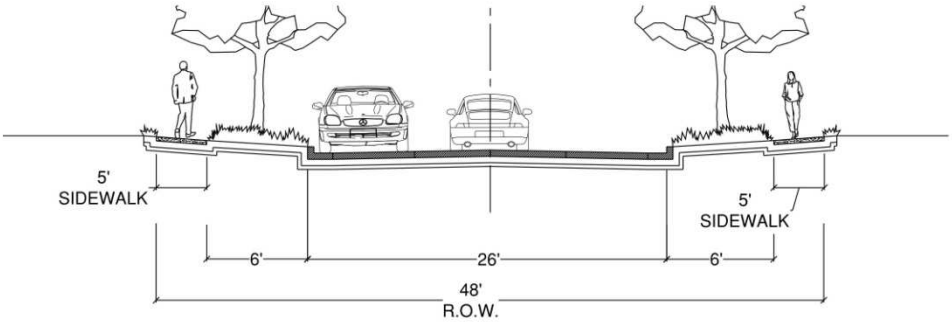
4. Streets within a Cluster Housing project will be private streets within a site plan. The pavement width shall be a minimum of 26 feet in width with 10 foot Public Utility Easements PUE on each side of the street.

5. Due to the pedestrian oriented design and emphasis on an attractive streetscape, several traffic calming measures are allowed within Oak Creek. A traffic circle shall be incorporated at the intersection of South Brook Drive and West Broade Street with a minimum radius of 70 feet.

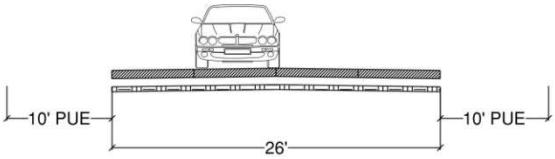
6. Additional traffic calming islands shall be allowed along South Brook Drive. The minimum pavement width between landscape islands shall be 24 feet. Parallel parking shall be allowed on both sides of South Brook Drive with the driving lanes tapering at intersections to create traffic calming islands. Changes in paving material such as stamped concrete or pavers shall be allowed at the intersections and traffic circle.



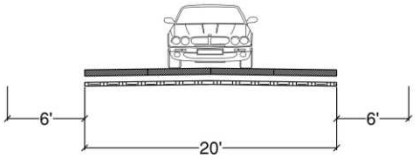
RESIDENTIAL STREET SECTION: ST-50-28



RESIDENTIAL STREET SECTION: ST-48-26



CLUSTER STREET



RESIDENTIAL ALLEY: RA-20

H. Architectural Criteria

The PUD shall comply with the architectural standards of the Composite Zoning Ordinance and the Conventional Development Sector of the City of Leander SmartCode adopted July 17, 2014. Single family residential products within the SFL Single Family Limited, and SFT Single Family Townhouse base zoning districts and detached single family residential products within the MF Multi Family base zoning district (i.e. cluster single family developed as a site plan) may utilize cementious fiber planking to meet the masonry requirement.

I. Walls and Fencing

All lots within Oak Creek which back or side onto West Broade Street shall have a solid, 6 foot tall masonry wall with columns located along the rear or side lot line. Wrought iron fencing with masonry columns is allowed in locations where views into the neighborhood would be desirable.

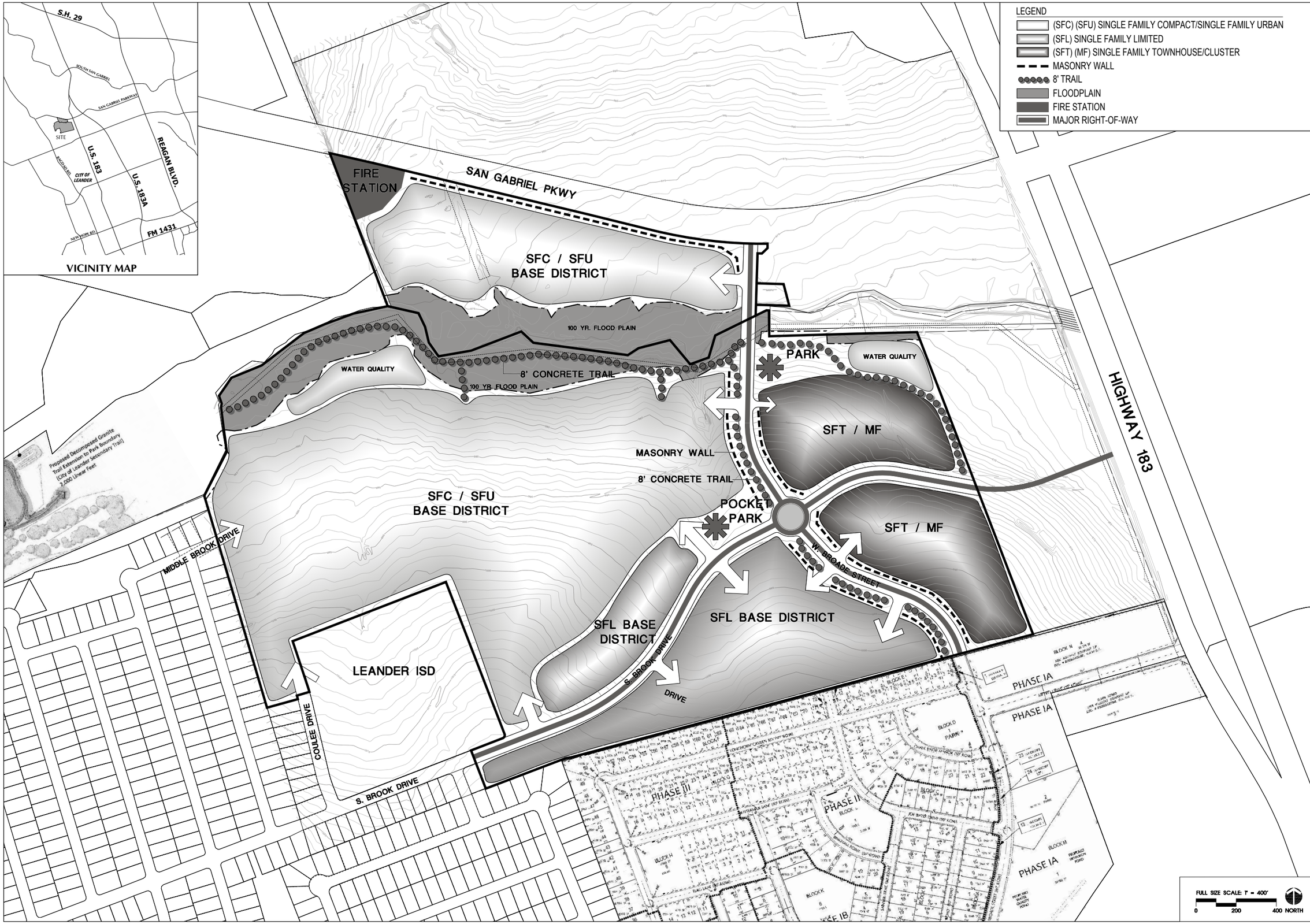
All lots which back onto parks or floodplain areas shall utilize 6 foot, wrought iron view fencing.

J. Flag Lots

In order to provide a legal lot for the water quality ponds within Oak Creek, the minimum flag lot width shall be 15 feet. This provision shall not apply to residential lots.

Exhibit 1

Conceptual Site Layout and Land Use Plan



SEC Planning, LLC

Austin, Texas

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LANDSCAPE ARCHITECTURE
COMMUNITY BRANDING

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SENTINEL/COTTER LEANDER, LLC
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SUITE 150
AUSTIN, TX 78759
T: 949-922-2312
OWNER: TYLERVILLE
WATERSTONE TYLERVILLE, LP
10500 AVERY CLUB DRIVE
SUITE 900
AUSTIN, TX 78717

EXHIBIT 1
CONCEPTUAL SITE LAYOUT AND LAND USE PLAN
OAK CREEK
LEANDER, TEXAS

Q:\130078-SELA\Cadfiles\PLANNING\Submittals\Concept Plan Submittal\Concept A 2013-08-15.dwg

Issued:

1.	PUD Submittal	12/20/13
2.		
3.		
4.		
5.		

Revisions:

1.	PUD Plan Revision	02/11/14
2.	PUD Plan Revision	03/20/14
3.		
4.		
5.		

Issue Date: December 20, 2013

Drawn By: MB

Reviewed By: MB

Project No.
130078-SELA

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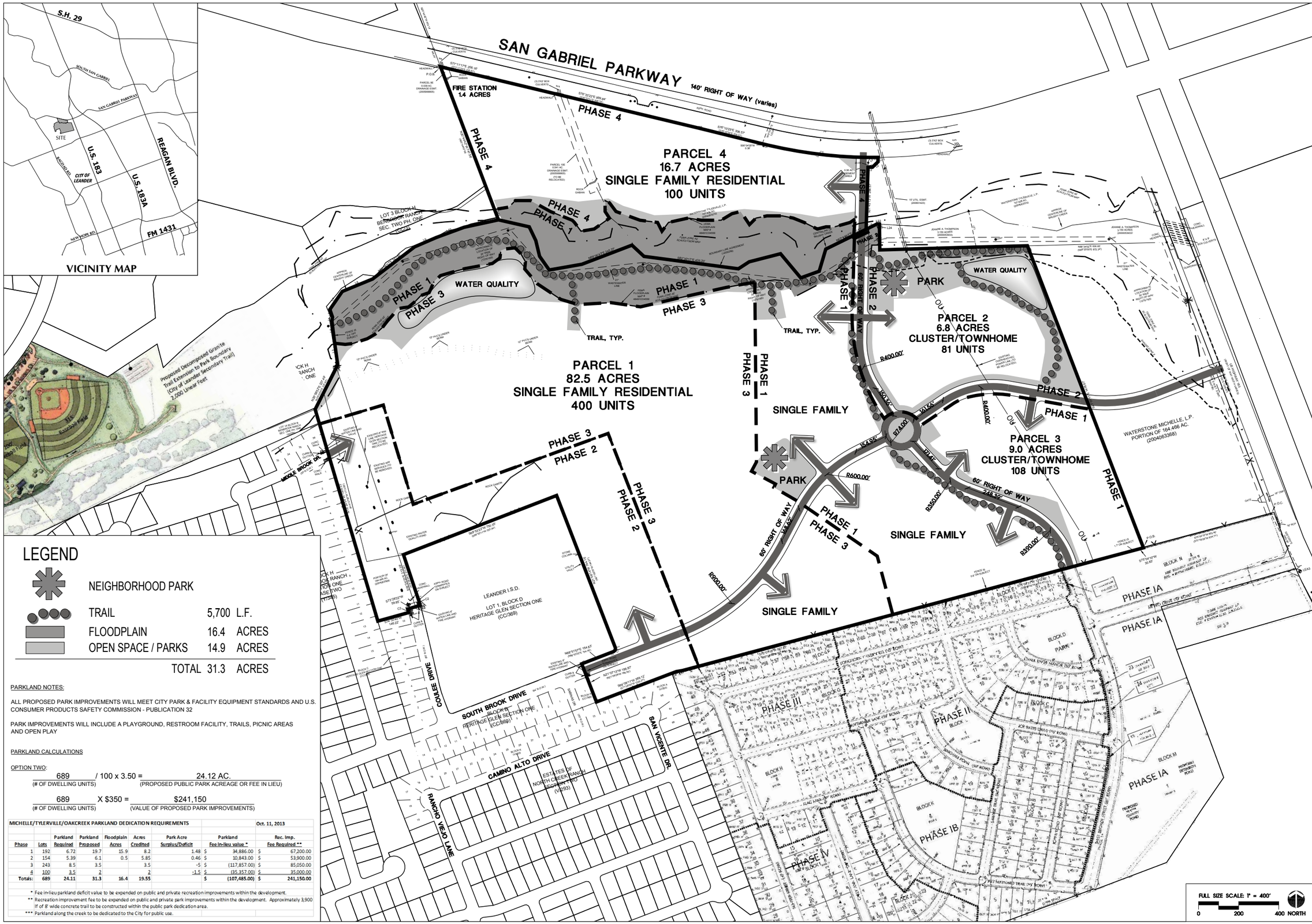

LEGEND

NEIGHBORHOOD PARK		
TRAIL	5,700	L.F.
FLOODPLAIN	16.4	ACRES
OPEN SPACE / PARKS	14.9	ACRES
TOTAL	31.3	ACRES

PARKLAND NOTES:

ALL PROPOSED PARK IMPROVEMENTS WILL MEET CITY PARK & FACILITY EQUIPMENT STANDARDS AND U.S. CONSUMER PRODUCTS SAFETY COMMISSION - PUBLICATION 32

PARK IMPROVEMENTS WILL INCLUDE A PLAYGROUND, RESTROOM FACILITY, TRAILS, PICNIC AREAS AND OPEN PLAY

PARKLAND CALCULATIONS

OPTION TWO:

689 / 100 x 3.50 = 24.12 AC.
(# OF DWELLING UNITS) (PROPOSED PUBLIC PARK ACREAGE OR FEE IN LIEU)

689 X $350 = $241,150
(# OF DWELLING UNITS) (VALUE OF PROPOSED PARK IMPROVEMENTS)

MICHELLE/TYLERVILLE/OAKCREEK PARKLAND DEDICATION REQUIREMENTS — **Oct. 11, 2013**

Phase	Lots	Parkland Required	Parkland Proposed	Floodplain Acres	Acres Credited	Park Acre Surplus/Deficit	Parkland Fee In-lieu value *	Rec. Imp. Fee Required **
1	192	6.72	19.7	15.9	8.2	1.48	$ 34,886.00	$ 67,200.00
2	154	5.39	6.1	0.5	5.85	0.46	$ 10,843.00	$ 53,900.00
3	243	8.5	3.5		3.5	-5	$ (117,857.00)	$ 85,050.00
4	100	3.5	2		2	-1.5	$ (35,357.00)	$ 35,000.00
Totals:	689	24.11	31.3	16.4	19.55		$ (107,485.00)	$ 241,150.00

* Fee in-lieu parkland deficit value to be expended on public and private recreation improvements within the development.

** Recreation improvement fee to be expended on public and private park improvements within the development. Approximately 3,900 lf of 8' wide concrete trail to be constructed within the public park dedication area.

*** Parkland along the creek to be dedicated to the City for public use.

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CONCEPT PLAN - SHEET 2
PARKLAND EXHIBIT
MICHELLE / TYLERVILLE TRACT
LEANDER, TEXAS

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Issued:
1. City Concept Submittal 09/6/13
2.
3.
4.
5.

Revisions:
1. City Concept Submittal 10/7/13
2. City Concept Submittal 10/24/13
3. City Concept Submittal 11/05/13
4.
5.

Issue Date: September 6, 2013

Drawn By: MB
Reviewed By: MB

Project No.
130078-SELA

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Exhibit C

Oak Creek Planned Unit Development

A. Purpose and Intent

The Oak Creek PUD is composed of approximately 150 acres, as described in Exhibit A (Field Notes). The development of this property is planned as a high quality, residentialcommunity with a variety of residential product types.

Oak Creek has been designed to create walkable, pedestrian friendly neighborhoods. The contents of this PUD further explain and illustrate the overall appearance and function desired for this community. A Conceptual Site Layout and Land Use Plan has been attached to this PUD, Exhibit 1, to illustrate the design intent for the property. The Conceptual Site Layout and Land Use Plan is intended to serve as a guide to illustrate the general community vision and design conceptsand is not intended to serve as a final document. The Conceptual Site Layout and Land Use Plandepicts a mix of residential products and open space areas which are contemplated within the community.

B. Applicability and Base Zoning

All aspects regarding the development of this PUD shall complythe City of Leander Composite Zoning Ordinance, except as established in this exhibit, titled Exhibit C.

For the purpose of establishing development standards for the PUD, base zoning districts have been selected from the Leander Composite Zoning Ordinance for the various residential products proposed within the PUD.

- *For Lots 60' and wider: Base Zoning District SFU Single Family Urban (SFU-2-B)*
- *For Lots 50'-59': Base Zoning District SFC Single Family Compact (SFC-2-B)*
- *For Lots 40'-49': Base Zoning District SFL Single Family Limited (SFL-2-B)*
- *For Single Family Townhomes: SFT – Single Family Townhouse (SFT-2-B)*
- *For Cluster Housing: MF – Multi Family (MF-2-B)*

This PUD allows the flexibility to mix the various residential products and define boundaries for each lot type during the platting process. Each plat or site plan submitted to the City will identify the use at the time of City Submittal. All neighborhoods within the PUD will comply with the modified development standards of this PUD. In the case that this PUD does not address a specific City requirement, the Leander Composite Zoning Ordinance shall apply. In the event of a conflict between this PUD and the base zoning districtfound in the Leander Composite Zoning Ordinance, this PUD shall control.

C. Conceptual Site Layout and Land Use Plan

Exhibit 1 attached is a conceptual development plan intended to visually convey the design intent for the Oak Creek community. The design of the community is not final, and is subject to refinement during the platting and site planning stages. This PUD zoning document does not constitute plat or site plan approval of the attached plan.

The Oak Creek project is comprised of a mix of various single family detached products as well as townhomes and cluster products. Oak Creek will include a cohesive network of open spaces, including parks, water quality areas, floodplain and trail corridors. The open spaceand trails system combined with the sidewalk network will be critical in establishing a walkable, inviting community.

The product placement within the community is planned to provide the following development pattern:

SFL Single Family Limited
Alley loaded, 40' lots will be located west of West Broade Street and adjacent to the southern boundary line which is shared with the Northside Meadow development. The extension of South Brook Drive will be faced with alley loaded product to provide an attractive architectural street scene which will ultimately connect to the adjacent TOD uses located along Highway 183. The alley loaded product will also reduce driveways along South Brook Drive to Plain Elementary School.

SFC Single Family Compact/SFU Single Family Urban
The area north of the alley loaded product and west of West Broade Street will contain a mix of 50', 60' and 70' conventional single familyproduct types with access points to the central park and trail system. Extensions of Coulee Drive and Middle Brook Drive will connect into the new neighborhoods, providing a seamless connection to the adjacent Benbrook Ranch and Heritage Glen developments.

MF Multi Family/SFT Single Family Townhouse/Cluster
The parcels located east of West Broade Street are directly adjacent to the area designated as T5 on the City of Leander TOD map. The parcels are planned for higher density attached townhomes or cluster with a maximum density of 12 units per acre. The cluster product is a detached single family unit that is developed as a condo regime. If a cluster product is proposed, the site will be processed as a single lot site plan. The units will be sold as condos with common open space areas that are maintained by a Homeowners Association.

To ensure a variety and mix of residential product types within Oak Creek, the following standards have been established:

Residential Product Type Requirements

1. MF Multi Family/SFT Single Family Townhome(Cluster, Townhome)
    - Minimum of 100 units

2. SFL Single Family Limited-Alley Loaded lots
    - Minimum of 100 units
3. SFC Single Family Compact – 50' lots
    - Minimum of 100 units
4. SFU Single Family Urban-60' lots
    - Minimum of 100 units

D. Allowable Uses

The uses allowed within the Oak CreekPUD shall comply with the list of permitted uses defined in Article III, Section 17 of the Leander Composite Zoning Ordinance for the appropriate base zoning district. Cluster housing shall be considered a single family, detached use which is permitted in a MF Multi Family base district with a maximum density of 12 units per acre.

E. Lot Design Standards

Residential Areas:

Oak Creek will include a variety of residential product types and sizes from detached single family homes to townhomes. The detached residential has been broken into two categories based upon lot width and size. The attached product has been grouped into one category and Cluster housing has been designated as an individual category. Detailed design standards are included within this PUD, Table E.1, based upon the type of residential product.

The Oak Creekdevelopment will comply with the Development Standards set forth in Table E.1

Table E.1 – Development Standards

	RESIDENTIAL USES			
	DETACHED 50 ft. & wider lot (SFC/SFU)	**DETACHED** narrower than 50 ft. lot (SFL base, alley loaded)	**ATTACHED** Townhome (SFT base, alley loaded)	**CLUSTER/ MF** (Setbacks are for perimeter)
Lot Area (minimum)	5,500 s.f.	4,000 s.f.	1,800 s.f.	**n/a**
Lot Width (minimum)	50 ft.	40 ft.	20 ft.	**n/a**
Front Setback (minimum)	20 ft. (25' street facing garage)	15 ft.	10 ft.	**20 ft.**
Side Setback (minimum)	5 ft.	5 ft.	0 ft./10 ft.	**10 ft. building separation**
Street Side Setback (minimum)	15 ft. (20'street facing garage)	15 ft.	15 ft.	**20 ft.**
Rear Setback (minimum)	15 ft.	6 ft.	6 ft.	**20 ft.**
Lot Depth (minimum)	110 ft.	100 ft.	90 ft.	**n/a**

F. Parkland/Open Space/Trails

Open space within Oak Creek will create a network of trails and parkland that creates distinct neighborhoods and provides pedestrian walkways throughout the community. The Oak Creek PUD will contribute approximately 31 acres of open space consisting of parks, floodplain, greenbelt trail corridors and water quality ponds. The parkland and proposed trails and amenities shall be consistent with the approved Concept Plan Sheet 2 Parkland Exhibit (Exhibit 1).

The following criteria shall be considered allowable for parkland credit within Oak Creek.

1. Neighborhood Pocket Parks - Minimum of ½ acre
2. Minimum of 100' of street frontage
3. Water quality pond areas that are designed as an amenity
4. Open space trail corridors located along West Broade Street between the back of lots and the right of way

Oak Creek is located in close proximity to Benbrook Park. A primary 8' wide, concrete trail will be constructed within the floodplain which will provide a connection point for linkage between the Benbrook trail and West Broade Street and from West Broade Street east and south to connect with South Brook Drive (see approved Concept Plan

Sheet 2 Parkland Exhibit). An additional 8' wide, concrete trail will be provided along the entire length of West Broade Street which will meander in and out of the right of way and adjacent open space corridor located on the western side of the roadway.

G. Roadway Design

The Oak Creek community will incorporate the following right of way standards.

1. All single family detached roadways for base districts SFU Single Family Urban and SFC Single Family Compact shall utilize Primary Residential Street section ST-50-28 as defined in Table 10C of the Leander SmartCode.

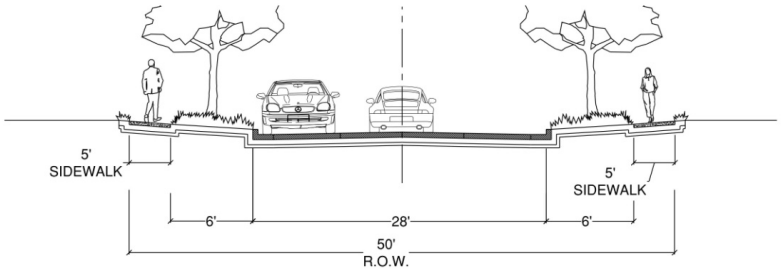
2. All alley loaded residential product in base districts SFL Single Family Limited and SFT Single Family Townhouse shall utilize Primary Residential Street section ST-48-26 as defined in Table 10C of the Leander SmartCode.

3. All alleys shall conform to the RA-20 Rear Alley section as defined in Table 10C of the Leander SmartCode.

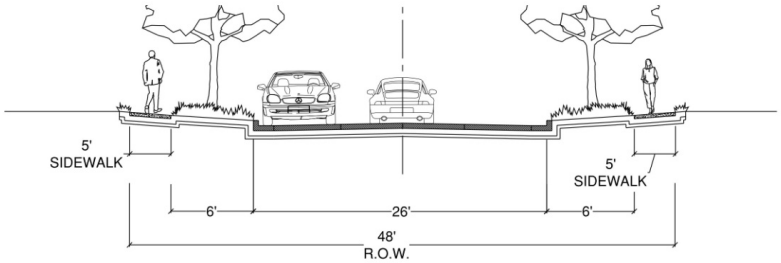
4. Streets within a Cluster Housing project will be private streets within a site plan. The pavement width shall be a minimum of 26 feet in width with 10 foot Public Utility Easements PUE on each side of the street.

5. Due to the pedestrian oriented design and emphasis on an attractive streetscape, several traffic calming measures are allowed within Oak Creek. A traffic circle shall be incorporated at the intersection of South Brook Drive and West Broade Street with a minimum radius of 70 feet.

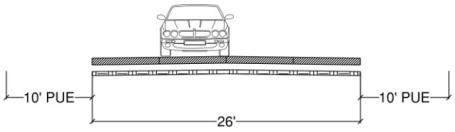
6. Additional traffic calming islands shall be allowed along South Brook Drive. The minimum pavement width between landscape islands shall be 24 feet. Parallel parking shall be allowed on both sides of South Brook Drive with the driving lanes tapering at intersections to create traffic calming islands. Changes in paving material such as stamped concrete or pavers shall be allowed at the intersections and traffic circle.



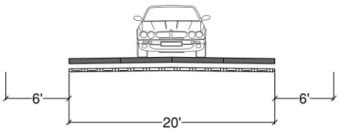
RESIDENTIAL STREET SECTION: ST-50-28



RESIDENTIAL STREET SECTION: ST-48-26



CLUSTER STREET



RESIDENTIAL ALLEY: RA-20

H. Architectural Criteria

The PUD shall comply with the architectural standards of the Composite Zoning Ordinance and the Conventional Development Sector of the City of Leander SmartCode adopted July 17, 2014. Single family residential products within the SFL Single Family Limited, and SFT Single Family Townhouse base zoning districts and detached single family residential products within the MF Multi Family base zoning district (i.e. cluster single family developed as a site plan) may utilize cementious fiber planking to meet the masonry requirement.

~~All residential product within the SFC Single Family Compact and SFU Single Family Urban base zoning districts shall comply with Article 8, Conventional Zone of the 2005 Leander SmartCode.~~

~~All residential product within the SFL Single Family Limited, SFT Single Family Townhouse and Multi Family base zoning districts shall comply with Article 6, Tables 21A, 21B, 21C, 21D, 21E, 21F, 21G, 21H, 21J, 21K, 21L and 21M of the 2005 Leander SmartCode. See Exhibit 2 of this PUD for the tables. Masonry standards for the SFL, SFT and MF base districts are defined in Table 21A of Exhibit 2 and require building walls to be finished in native stone (or synthetic equivalent), brick, stucco, split faced block (for piers, foundation walls and chimneys), wood lap siding, or Hardi Plank siding (equivalent or better)~~

I. Walls and Fencing

All lots within Oak Creek which back or side onto West Broade Street shall have a solid, 6 foot tall masonry wall with columns located along the rear or side lot line. Wrought iron fencing with masonry columns is allowed in locations where views into the neighborhood would be desirable.

All lots which back onto parks or floodplain areas shall utilize 6 foot, wrought iron view fencing.

J. Flag Lots

In order to provide a legal lot for the water quality ponds within Oak Creek, the minimum flag lot width shall be 15 feet. This provision shall not apply to residential lots.

Exhibit 1

Conceptual Site Layout and Land Use Plan

~~Exhibit 2~~

~~Architectural Standards Tables~~

TABLE 21A • ARCHITECTURAL STANDARDS

WALLS & MASSING	
a. Materials	
Building Walls:	Shall be finished in native stone (or synthetic equivalent), brick, stucco, split-faced block (for piers, foundation walls and chimneys), wood lap siding, or Hardi Plank siding (equivalent or better).
Frontage Walls & Stoops:	Shall match or be compatible with the materials of the associated buildings.
Frontage Fences & Walls:	Shall be built entirely of wood, metal in a cast-iron style, native/regional stone (or equivalent synthetic), brick, or stucco. May have masonry or stucco piers and base. Colors shall match local precedent or standard.
b. Configurations	
Building Walls:	Shall show no more than two materials on any exterior wall, not counting the foundation wall or piers. Heavier materials shall be located below horizontal joints. Vertical joints between materials shall only occur at inside corners. Exterior building walls shall be a minimum of 9' in height on the main level.
Stone:	Shall be laid with the stones in a horizontal orientation to resemble structural stone walls.
Stucco:	Shall be cement or synthetic and may be integral color or painted. Finish shall be smooth or sand-finish; heavy lace is prohibited. EIFS shall not be installed within 3' of the ground.
Brick:	Shall be properly detailed and installed in load-bearing configurations. Brick shall course exactly to both the top and bottom of all wall openings. Textured brick is prohibited.
Siding:	Shall be clapboard or lap siding, and shall be painted. Vinyl siding and faux wood grain is prohibited.
Frame Wall/Masonry Base Alignment:	Face of stud of frame walls shall align with face of masonry of foundation wall below. Horizontal ledges between wood frame wall and masonry base are prohibited.
Trim:	Shall be indistinguishable from wood when painted, and shall be sized appropriately to its location. Corner boards shall not exceed 1x6.
Masonry Arches & Piers:	Shall be no less than 12" x 12" in plan view.
Color:	Shall be selected according to building style and Central Texas precedent.

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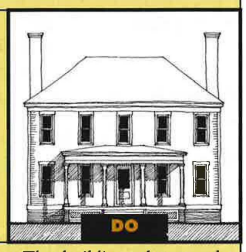
TABLE 21B • ARCHITECTURAL STANDARDS

WALLS & MASSING

a. Simplicity of Massing

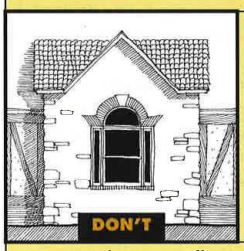
☒ **"McMansion" massing tries to do too much, and will forever be dated.**

☒ **Simple massing is timeless.**



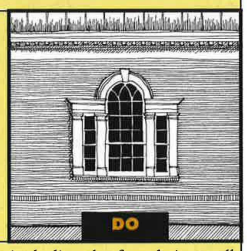
The root of the Texas Hill Country architectural massing is simplicity. The buildings that are the foundation of most styles are a simple volume, or an assembly of simple volumes.

b. Number of Wall Materials



☒ **There is no apparent reason for the use of both wall materials.**

☒ **Fewer materials are more elegant.**

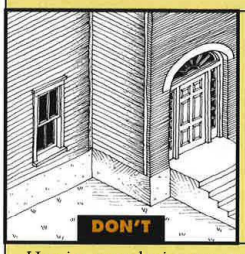


No more than two wall materials shall be visible on any exterior wall, not including the foundation wall or piers. Construction was once more difficult and expensive than it is now, so builders tried to use simple construction systems. They may have enriched the buildings with ornament, but the basic construction system was usually simple. Because of this, most walls were built of one material or maybe two, not counting the foundation & trim work. Today, however, the public realm is often so poor that people feel compelled to clutter the walls of buildings with as many materials and shapes as possible in hopes of creating "street appeal" since the street itself has little appeal. Unfortunately, the result is often cluttered and unappealing.

TABLE 21C • ARCHITECTURAL STANDARDS

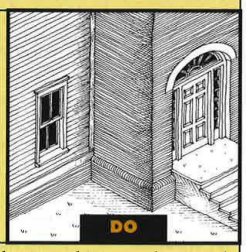
WALLS & MASSING

a. Wall Material Joints



☒ **Changing materials at outside corners look pasted-on.**

☒ **Vertical joint properly located at inside corner.**

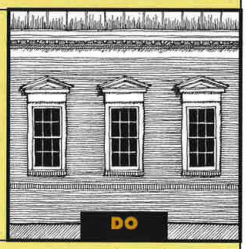


Heavier, more basic, or more unadorned materials should occur below a horizontal joint, such as rough stone below brick or brick below wood siding. Buildings should become lighter and more adorned as they approach the sky. Vertical joints between different materials shall occur only at inside corners except in rare instances that are appropriate to the style. This naturally occurred when additions to buildings were built of a different material. It is common in some areas to see original houses of wood, for example, with additions of brick or stone because the family became more prosperous over the years. Material changes at outside corners gives the entire building an aura of cheapness and shall not be permitted.

b. Wall Heights

☒ **8' ceilings prevent proper execution of most styles.**

☒ **Dignified walls such as these are only possible with taller walls.**



8' tall walls should never be used except in rare cases when they are appropriate to the architectural language. Principal rooms of even the humblest houses had relatively tall ceilings until the mid-1920's. It is almost impossible to detail a house properly with low 8' tall walls with rafters above.

TABLE 21D • ARCHITECTURAL STANDARDS

DOORS & WINDOWS

a. Materials

Doors:	Shall be wood or clad wood for residential, and may also be steel or extruded aluminum for commercial use.
Garage Doors:	Shall be wood, clad wood, metal, or composite.
Windows:	Shall be wood, vinyl-clad wood, aluminum-clad wood, and solid PVC, but all must be indiscernible from wood at arm's length. Commercial windows may also be extruded aluminum or hollow steel frame. All windows shall have clear glass. Stained glass is permitted in residential and religious use.
Storefronts:	Shall be wood, custom metalwork, extruded aluminum, or hollow steel frame. Natural and bronze aluminum storefronts are prohibited.
Bay Windows:	Shall be trimmed with a single vertical jamb casing that extends from the window sash to the corner of the bay.
Shutters:	Shall be wood, fiber-cement, or solid PVC, and shall be indiscernible from wood at arm's length.

b. Configurations

Doors:	Shall be side-hinged except garage doors, which may be sectional. Sliders shall not be visible from streets, sidewalks, or public spaces. The style of the front door shall match the building style.
Garage Doors:	Shall be a maximum of 9' in width if visible from streets, sidewalks, or public spaces. Alley-accessed garages may have 16' wide doors.
Windows:	Shall be single-hung, double-hung, triple-hung, casement, or fixed. The style of the windows shall match the building style. Window openings and panes shall be vertically proportioned or square. Flush mounted windows are prohibited.
Storefronts:	Shall be single panes of glass not larger than 6' high by 5' wide. Storefronts shall allow a minimum 60% of surface view into the building.
Bay Windows:	Shall extend to the ground or be supported by visible brackets.
Shutters:	Shall be exactly one-half the width of, and the same height of the associated opening. All shutters shall be louvered, paneled, or constructed of boards as appropriate to the style of the building.
Casing:	Shall never be narrower the 3 1/2" except on masonry walls. Mullion casing shall never be narrower than 3 1/2" regardless of location. Brick shall never be visible between a door or window and it's casing. Head casing shall be equal to or wider than jamb casing, and shall not be less than 1/6 the opening width.

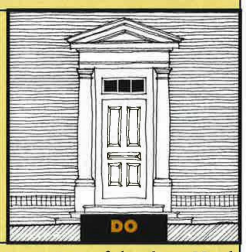
TABLE 21E • ARCHITECTURAL STANDARDS

DOORS & WINDOWS

a. Entry Surrounds

☒ **Under-sized frames with improper materials.**

☒ **Substantial entry surrounds give the door presence.**

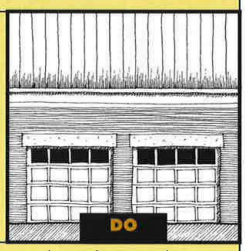


Entry surrounds should be substantial. Typical 3-1/2" frames diminish the presence of the door. Head casing shall always be wider than jamb casings, except in rare cases where it's not appropriate to the style. Material between casing and door shall always be frame material, and shall never be masonry.

b. Garage Door Size

☒ **Double-wide garage doors lack pleasing proportions.**

☒ **Single doors are more flexible.**

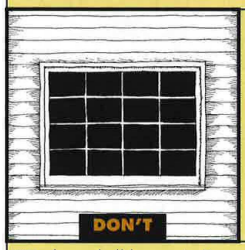


Double garage doors (16' wide) are discouraged over individual single garage doors for several reasons. First, double doors look unnaturally wide due to their proportions. Second, double doors often sag more and sooner than single doors because they span a greater distance. Double doors shall not be permitted unless from an alley-access.

TABLE 21F • ARCHITECTURAL STANDARDS

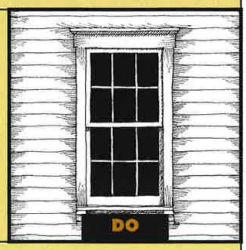
DOORS & WINDOWS

a. Window Proportions



☒ **Horizontally proportioned windows look awkward.**

☒ **There are many possible designs of vertical windows.**

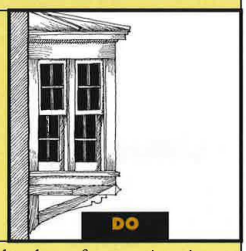


Windows shall be vertically proportioned or square. Square, round or semi-circular windows may be used high on a wall or on a roof. Most vernacular architecture employs windows with the proportion of either the human face or the entire human body. Generally, the more relaxed or informal languagesuse windows of a human face proportion (3:2). The more formal languages favor windows proportioned more like the entire human body (2:1 to 3:1 or sometimes a little taller).

b. Bay Window Support

☒ **Bays without visible support look precarious.**

☒ **Brackets are one means of providing visual support.**



Bay windows shall either extend to the ground or be supported by visible brackets of appropriate size.

TABLE 21G • ARCHITECTURAL STANDARDS

ROOFS & EAVES

a. Materials	
Metal Roofing:	Shall be flat between the primary ribs with no striations or pencil ribs.
Shingle Roofing:	Shall be slate, wood, wood shakes, or equivalent synthetic or better.
Tile Roofing:	Shall be clay, concrete or metal.
Flat Roofs:	Shall be commercial quality roofing.
Ridge Caps:	Shall be appropriate to the type of roofing. Bulbed ridge caps shall be used with 5V metal roofing, and standing seam ridge caps shall be of the lowest profile possible.
Eaves:	May be wood, stucco, or EIFS. Vinyl and sheet aluminum are prohibited. The eave return cap shall be built of continuous, un-seamed metal flashing.
Gutters & Downspouts:	Shall be copper, galvanized steel, or aluminum if exposed.
Dormers:	Shall never have siding as jamb material. Dormer jamb material should be a solid casing assembly from the window to the corner of the dormer wall. Brick shall only be used for a dormer face when it forms a parapet at the top of the dormer.
b. Configurations	
Principal Roofs:	Where sloped, shall be a symmetrical gable or hip. Slope shall fall within a range of not more than 15%. Flat roofs shall be surrounded by a horizontal parapet wall no less than 30" higher than the highest point of the roof deck.
Ancillary Roofs:	Slopes shall be between 1/3 and 1/2 the primary roof slope.
Gables:	Shall not be overlapping except when the smaller gable is part of a balcony, porch, or entrance.
Bay Roofs:	Shall be distinct from the primary roof, and return on themselves at each end.
Skylights:	Shall be flat.
Eaves:	Shall be as continuous as possible, both horizontally and vertically. Exposed rafter tails shall not exceed 6" in height. The trim immediately below the cornice shall not be a crown mould. It shall be a bed mold or similar shape. Eaves shall return around the corner and die into the wall without the common "pork chop" return. Brackets shall extend to the fascia or slightly beyond. A frieze board shall occur below the eave.
Gutters & Downspouts:	Shall be half-round or ogee shaped.
Dormers:	Shall have roof trim beginning at the window head and shall be composed of a head casing, soffit, and fascia at a minimum. Siding shall never be used above a window head except in the triangular space enclosed by the pediment of a gable-front dormer. The body of a single-window dormer shall be vertically proportioned or square. The total width of the dormer roof shall be 25% to 40% larger than the width of the dormer body.

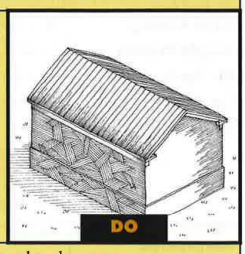
TABLE 21H • ARCHITECTURAL STANDARDS

ROOFS & EAVES

a. Eave Continuity

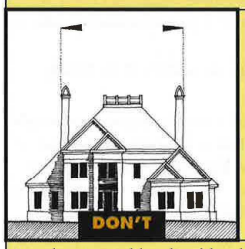
☒ **Erratic eaves are irrational.**

☒ **Simple, continuous eaves are understandable.**



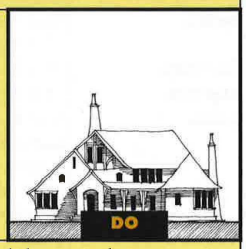
Eave lines shall be simple and continuous unless there is a logical reason for a break.

b. Overlapping Gables



☒ **Improper.**

☒ **Arts & Crafts architecture is one of the very few appropriate locations for overlapping gables.**



Overlapping gables should only be used when the smaller gable is part of a balcony, porch or entrance, or in the rare instances when they are appropriate to the style. For example, Arts & Crafts is one of the few styles where overlapping gables are appropriate.

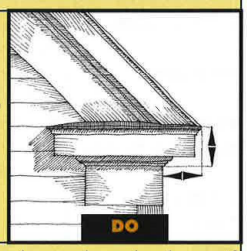
TABLE 21J • ARCHITECTURAL STANDARDS

ROOFS & EAVES

a. Eave Overhang & Enclosure

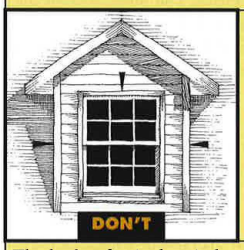
☒ **Large boxed ranch house overhangs.**

☒ **Overhang should be determined by the style of the building.**



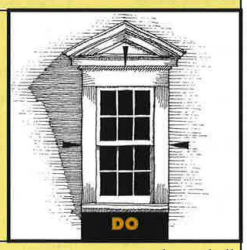
Eave overhangs shall be appropriate to the style of the building. Formal styles may have closed eaves if appropriate to the style of the building, but vernacular buildings should have open eaves. Exposed rafter tails shall not exceed 6" in height.

b. Dormer Body Proportion



☒ **Body is too wide with boxy window proportion.**

☒ **Vertically proportioned dormer and window.**



The body of a single-window dormer shall be vertically proportioned or square. Dormer windows shall be proportioned slightly shorter than typical windows in the floor below.

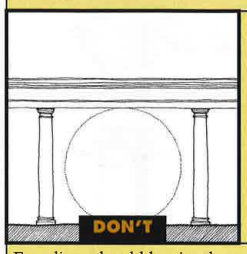
TABLE 21K • ARCHITECTURAL STANDARDS

ATTACHMENTS	
a. Materials	
Columns & Posts:	Shall be made of wood, composite metal, native stone (or synthetic equivalent). Extruded aluminum is prohibited.
Porch Beams:	Shall be wood, fiber-cement, stone, concrete, stucco or EIFS. The grain or texture shall be horizontal.
Porch Ceilings:	Shall be wood, fiber-cement, or stucco.
Balconies & Railings:	Shall be wood, fiber-cement, or metal. The railing material shall not be heavier in appearance than the primary element of the balcony.
Chimneys:	Shall be sheathed in brick, stone, or stucco when visible.
Flues:	Shall be clay tile or galvanized metal left natural, or painted black.
Signs:	Shall be wood, composite, or metal unless painted on the building wall or window.
Awnings:	Shall be non-translucent canvas on a light metal frame.
b. Configurations	
Intercolumniation:	Shall be vertically proportioned.
Posts:	Shall be no less than 6" x 6" in cross section.
Face of Column or Post:	Shall align with the face of beam above.
Column Base:	Shall not protrude beyond the edge of the porch flooring. The outer edge of the base should align with the face of the pier or foundation below.
Porch Beams:	Shall be visible from both the inside and the outside of the porch. Seams between beam face and bottom of built-up beams shall occur beneath the beam.
Balconies:	Shall project no more than 3' from the face of the building and shall be visually support by brackets.
Railings:	Shall have both top and bottom rails, with bottom rails clearing the floor. Balusters shall be centered on the rails and spaced no more than 4" clear.
Chimneys:	Shall have a projecting cap, and extend to the ground if located on an outside wall.
Attached Signs:	Shall be one of the following: band sign, board sign, window sign, or painted wall sign. Attached signs shall be no more than 3' high and shall not be backlit or more than 12' above the sidewalk.
Blade Signs:	Shall be attached perpendicular to the façade. Blade signs may project up to 5' from the wall, and the top of the sign shall occur between 9' and 12' above the sidewalk. The blade sign shall not exceed 18" in height.
Awnings:	Shall be sloped rectangles without end panels or curved or sloped shapes with end panels.

TABLE 21L • ARCHITECTURAL STANDARDS

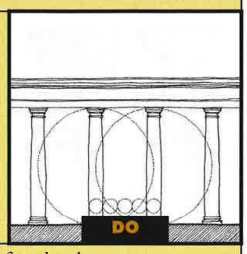
ATTACHMENTS

a. Intercolumniation



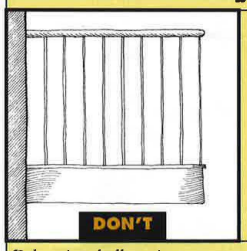
☒ **Too wide, horizontal proportion.**

☒ **Vertical proportion of column spacing.**



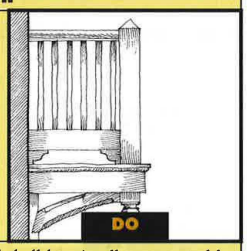
Eave lines should be simple and continuous unless there is a logical reason for a break.

b. Balcony & Railing Configuration



☒ **Balconies that are too deep or unsupported look as though they could fall off.**

☒ **Balcony with obvious support.**

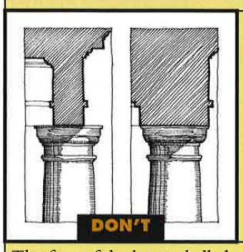


Balconies shall project no more than 3' from the face of the building and shall be visually supported by brackets. Railings shall have both top & bottom rails, with bottom rails clearing the floor. Balusters shall be centered on the rails and spaced at no more than 4" apart from one another.

TABLE 21M • ARCHITECTURAL STANDARDS

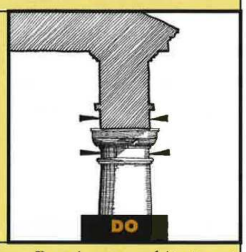
ATTACHMENTS

a. Column to Beam Alignment



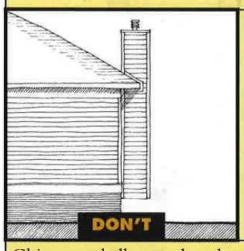
☒ **Column appears too large or small because of alignment with beam.**

☒ **Face of beam aligns with shaft of column.**



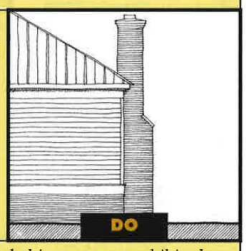
The face of the beam shall always align with the face of the top of the column. Renaissance architects put forth the idea that there were certain canonical ways of constructing the classical orders, and that there should be very little variation in their design. Later archaeology demonstrated the tremendous variety of the classical orders of antiquity, effectively dispelling this notion. The relationship of the column to the entablature, however, was an exception. It is nearly impossible to find examples of classical or even good vernacular architecture that violates this rule. Simply stated, the top of the column shaft should align flush with the face of beam or architrave above. Think of the simplest of columns and beams: if a 6" square wood post is used to support a 6" square wood beam, there is no doubt that the face of beam would be set flush with face of column. There is no reason to move the beam if trim is added to the column.

b. Chimney Configuration



☒ **Chimney appears to float above ground and has no cap.**

☒ **Expressive brick chimney consistent with style of house.**



Chimneys shall extend to the ground and have a projecting cap. Wood faced chimneys are prohibited.

SEC Planning, LLC
Land Planning + Landscape Architecture + Community Branding

CLIENT-CENTERED THINKING™

ATTACHMENT #5

December 18, 2013

City of Leander Planning Department
104 North Brushy Street
PO Box 319
Leander, Texas 78646-0319

Re: Oak Creek TOD PUD Letter of Intent

Please find attached an application for PUD zoning for the Oak Creek Project, generally located at San Gabriel Parkway and Highway 183. The proposed Project is located within the Conventional Zone of the TOD. The applicant is requesting a variety of single family product types ranging from 40' wide lots to 60' wide lots. The project is also providing townhome and cluster home development adjacent to the higher intensity TOD zones to the east.

The applicant is proposing to use the City base zoning districts of SFU, SFC, SFL, TH and MF. All single family lots less than 50' in width, as well as townhouses will be rear loaded with alleys. The architectural standards for all product will be in compliance with the TOD SmartCode criteria.

The Project will provide a variety of amenities for the Leander community. An 8' wide concrete trail will be located along the floodplain connecting to Benbrook park. An 8' trail will also extend along West Broade Street and connect to the adjacent southern development, Northside Meadow. A traffic circle at the intersection of South Brook Drive and West Broade Street will provide traffic calming and internal pocket parks will create new recreation opportunities for the future residents.

Additional information describing the Project is contained within the attached Oak Creek PUD and Preliminary Plan. Thank you for considering this new Leander community.

Sincerely,

Mark Baker
Principal

4201 W. Parmer Lane, Building A, Suite 220 • Austin, Texas 78727 • 512.246.7003 • www.secplanning.com

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 OAK CREEK PLANNED UNIT DEVELOPMENT AND ADOPTING A PLANNED UNIT DEVELOPMENT PLAN FOR SUCH PARCELS; 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 Oak Creek 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 Oak Creek PUD and adoption of the PUD plan attached hereto as Exhibit C and incorporated herein for all purposes for several parcels, which are herein referred to as the "Property,"generally located to the southwest of the intersection of San Gabriel Pkwy and US 183, and more particularly described as follows: those certain parcels of land being 150.894 acres, more or less, located in Leander, Williamson County, Texas, being more particularly shown and described in Exhibits "A" and "B"; and identified by tax identification numbers R395875, R031699, R524552, and R525192. The Property is zoned to the planned unit development district known as the Oak Creek PUD within the TODD. The Property shall be developed and occupied in compliance with the PUD plan attached hereto as Exhibit C, the Conventional Development Sector Standards of the Smart Code (defined in the TODD Ordinance), the Composite Zoning Ordinance, and other applicable regulations of the City.

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 3rd day of April, 2014.
FINALLY PASSED AND APPROVED on this the 17th day of July, 2014.

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

EXHIBIT B
PERMITTED EXCEPTIONS

1. Restrictive covenant recorded in Volume 969, Page 312, Official Records, Williamson County, Texas.
2. Easement dated October 15, 1929, granted by Mrs. Alice E. Woolsey et al to Texas Power & Light Co., recorded in Volume 245, Page 140, Deed Records, Williamson County, Texas.
3. Terms, provisions and conditions of Boundary Line Agreement dated November 18, 1986, by and between Michelle, Ltd. and Michelle III, Ltd. recorded in Volume 1450, Page 886, and re-recorded in Volume 1455, Page 296, Official Records, Williamson County, Texas.
4. Drainage easement dated August 19, 2005, granted by Waterstone Tylerville, LP to Williamson County, Texas, recorded under Document No. 2005068805, Official Public Records, Williamson County, Texas.
5. Utility easement dated July 26, 2004, granted by William B. Pohl, Trustee for Tylerville, Ltd. to Pedernales Electric Cooperative, Inc., recorded under Document No. 2006010423, Official Public Records, Williamson County, Texas.
6. An undivided 50% of all royalties and an undivided 50% in and to all of the oil, gas and other minerals, and all rights incident thereto, reserved by Grantors in deed dated July 20, 1983, executed by Philip H. Thompson, Jr. and wife, Jeanne A. Thompson to F.N.B. II Associates recorded in Volume 930, Page 468, Deed Records, Williamson County, Texas.
7. An undivided 50% of all royalties in all of the oil, gas and other minerals, and all rights incident thereto, conveyed in Mineral Deed dated March 14, 1986, executed by Jack Friedman to Philip H. Thompson, Jr. and wife, Jeanne A. Thompson recorded in Volume 1327, Page 221, Official Records, Williamson County, Texas.
8. Proposed easement (0.36 acre easement area) in northeast corner of property as shown on survey dated September 19, 2013, by Robert C. Watts, Jr. Registered Professional Land Surveyor No. 4995 of Chaparral Professional Land Surveying, Inc.
9. Any unrecorded easement, either public or private, which exists or may later be claimed as existing for construction, maintenance, repair and/or replacement of the water valve crossing the land as shown on survey dated September 19, 2013, by Robert C. Watts, Jr. Registered Professional Land Surveyor No. 4995 of Chaparral Professional Land Surveying, Inc.

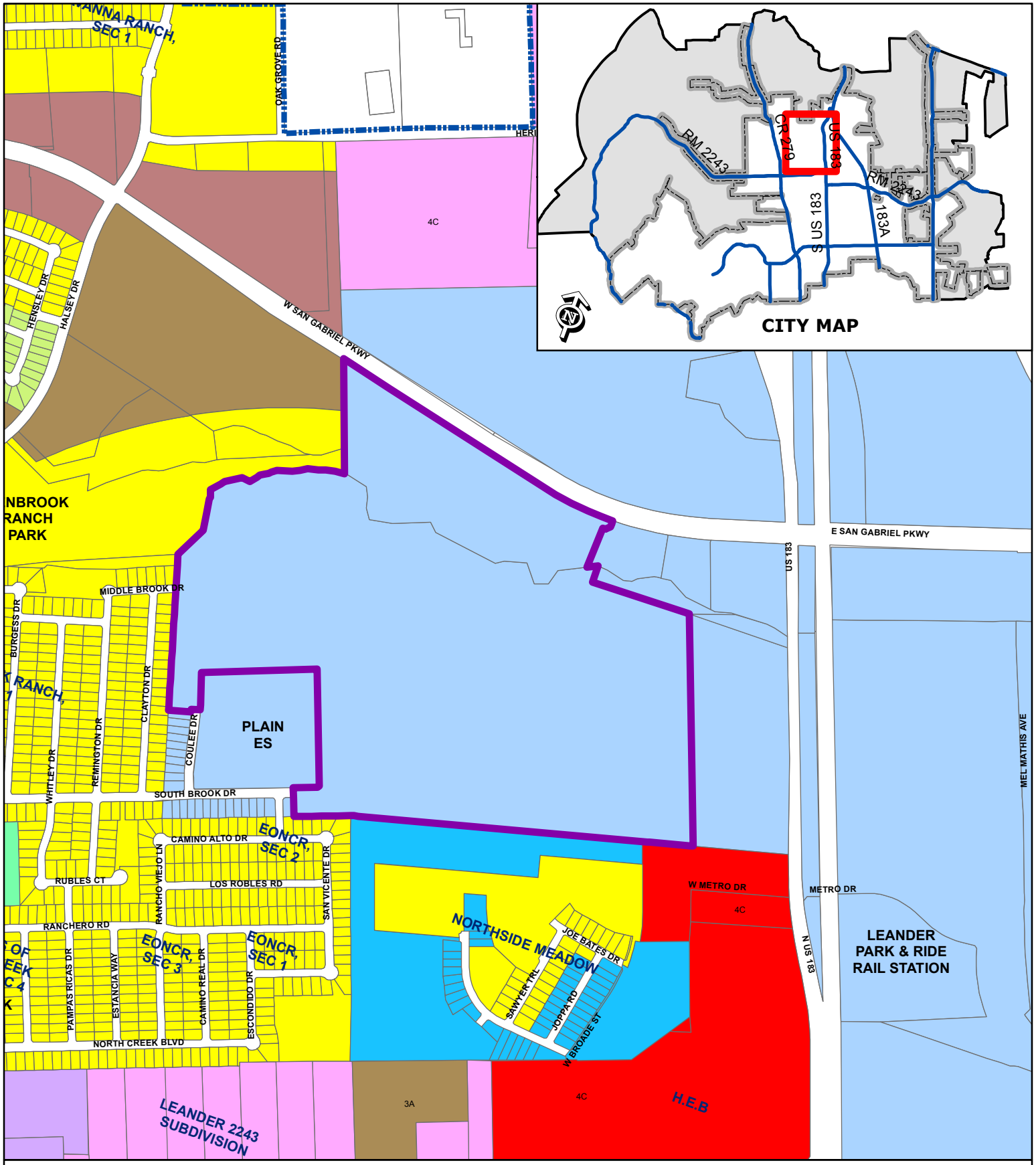


EXHIBIT B

Zoning Case 13-Z-027

Oak Creek PUD

N

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	

0 200
Feet

Exhibit C

Oak Creek Planned Unit Development

A. Purpose and Intent

The Oak Creek PUD is composed of approximately 150 acres, as described in Exhibit A (Field Notes). The development of this property is planned as a high quality, residentialcommunity with a variety of residential product types.

Oak Creek has been designed to create walkable, pedestrian friendly neighborhoods. The contents of this PUD further explain and illustrate the overall appearance and function desired for this community. A Conceptual Site Layout and Land Use Plan has been attached to this PUD, Exhibit 1, to illustrate the design intent for the property. The Conceptual Site Layout and Land Use Plan is intended to serve as a guide to illustrate the general community vision and design conceptsand is not intended to serve as a final document. The Conceptual Site Layout and Land Use Plandepicts a mix of residential products and open space areas which are contemplated within the community.

B. Applicability and Base Zoning

All aspects regarding the development of this PUD shall complythe City of Leander Composite Zoning Ordinance, except as established in this exhibit, titled Exhibit C.

For the purpose of establishing development standards for the PUD, base zoning districts have been selected from the Leander Composite Zoning Ordinance for the various residential products proposed within the PUD.

- *For Lots 60' and wider: Base Zoning District SFU Single Family Urban (SFU-2-B)*
- *For Lots 50'-59': Base Zoning District SFC Single Family Compact (SFC-2-B)*
- *For Lots 40'-49': Base Zoning District SFL Single Family Limited (SFL-2-B)*
- *For Single Family Townhomes: SFT – Single Family Townhouse (SFT-2-B)*
- *For Cluster Housing: MF – Multi Family (MF-2-B)*

This PUD allows the flexibility to mix the various residential products and define boundaries for each lot type during the platting process. Each plat or site plan submitted to the City will identify the use at the time of City Submittal. All neighborhoods within the PUD will comply with the modified development standards of this PUD. In the case that this PUD does not address a specific City requirement, the Leander Composite Zoning Ordinance shall apply. In the event of a conflict between this PUD and the base zoning districtfound in the Leander Composite Zoning Ordinance, this PUD shall control.

C. Conceptual Site Layout and Land Use Plan

Exhibit 1 attached is a conceptual development plan intended to visually convey the design intent for the Oak Creek community. The design of the community is not final, and is subject to refinement during the platting and site planning stages. This PUD zoning document does not constitute plat or site plan approval of the attached plan.

The Oak Creek project is comprised of a mix of various single family detached products as well as townhomes and cluster products. Oak Creek will include a cohesive network of open spaces, including parks, water quality areas, floodplain and trail corridors. The open spaceand trails system combined with the sidewalk network will be critical in establishing a walkable, inviting community.

The product placement within the community is planned to provide the following development pattern:

SFL Single Family Limited
Alley loaded, 40' lots will be located west of West Broade Street and adjacent to the southern boundary line which is shared with the Northside Meadow development. The extension of South Brook Drive will be faced with alley loaded product to provide an attractive architectural street scene which will ultimately connect to the adjacent TOD uses located along Highway 183. The alley loaded product will also reduce driveways along South Brook Drive to Plain Elementary School.

SFC Single Family Compact/SFU Single Family Urban
The area north of the alley loaded product and west of West Broade Street will contain a mix of 50', 60' and 70' conventional single familyproduct types with access points to the central park and trail system. Extensions of Coulee Drive and Middle Brook Drive will connect into the new neighborhoods, providing a seamless connection to the adjacent Benbrook Ranch and Heritage Glen developments.

MF Multi Family/SFT Single Family Townhouse/Cluster
The parcels located east of West Broade Street are directly adjacent to the area designated as T5 on the City of Leander TOD map. The parcels are planned for higher density attached townhomes or cluster with a maximum density of 12 units per acre. The cluster product is a detached single family unit that is developed as a condo regime. If a cluster product is proposed, the site will be processed as a single lot site plan. The units will be sold as condos with common open space areas that are maintained by a Homeowners Association.

To ensure a variety and mix of residential product types within Oak Creek, the following standards have been established:

Residential Product Type Requirements

1. MF Multi Family/SFT Single Family Townhome(Cluster, Townhome)
   - Minimum of 100 units

2. SFL Single Family Limited-Alley Loaded lots
    - Minimum of 100 units
3. SFC Single Family Compact – 50’ lots
    - Minimum of 100 units
4. SFU Single Family Urban-60’ lots
    - Minimum of 100 units

D. Allowable Uses

The uses allowed within the Oak CreekPUD shall comply with the list of permitted uses defined in Article III, Section 17 of the Leander Composite Zoning Ordinance for the appropriate base zoning district. Cluster housing shall be considered a single family, detached use which is permitted in a MF Multi Family base district with a maximum density of 12 units per acre.

E. Lot Design Standards

Residential Areas:

Oak Creek will include a variety of residential product types and sizes from detached single family homes to townhomes. The detached residential has been broken into two categories based upon lot width and size. The attached product has been grouped into one category and Cluster housing has been designated as an individual category. Detailed design standards are included within this PUD, Table E.1, based upon the type of residential product.

The Oak Creekdevelopment will comply with the Development Standards set forth in Table E.1

Table E.1 – Development Standards

	RESIDENTIAL USES			
	DETACHED 50 ft. & wider lot (SFC/SFU)	**DETACHED** narrower than 50 ft. lot (SFL base, alley loaded)	**ATTACHED** Townhome (SFT base, alley loaded)	**CLUSTER/ MF** (Setbacks are for perimeter)
Lot Area (minimum)	5,500 s.f.	4,000 s.f.	1,800 s.f.	**n/a**
Lot Width (minimum)	50 ft.	40 ft.	20 ft.	**n/a**
Front Setback (minimum)	20 ft. (25' street facing garage)	15 ft.	10 ft.	**20 ft.**
Side Setback (minimum)	5 ft.	5 ft.	0 ft./10 ft.	**10 ft. building separation**
Street Side Setback (minimum)	15 ft. (20'street facing garage)	15 ft.	15 ft.	**20 ft.**
Rear Setback (minimum)	15 ft.	6 ft.	6 ft.	**20 ft.**
Lot Depth (minimum)	110 ft.	100 ft.	90 ft.	**n/a**

F. Parkland/Open Space/Trails

Open space within Oak Creek will create a network of trails and parkland that creates distinct neighborhoods and provides pedestrian walkways throughout the community. The Oak Creek PUD will contribute approximately 31 acres of open space consisting of parks, floodplain, greenbelt trail corridors and water quality ponds. The parkland and proposed trails and amenities shall be consistent with the approved Concept Plan Sheet 2 Parkland Exhibit (Exhibit 1).

The following criteria shall be considered allowable for parkland credit within Oak Creek.

1. Neighborhood Pocket Parks - Minimum of ½ acre
2. Minimum of 100' of street frontage
3. Water quality pond areas that are designed as an amenity
4. Open space trail corridors located along West Broade Street between the back of lots and the right of way

Oak Creek is located in close proximity to Benbrook Park. A primary 8' wide, concrete trail will be constructed within the floodplain which will provide a connection point for linkage between the Benbrook trail and West Broade Street and from West Broade Street east and south to connect with South Brook Drive (see approved Concept Plan

Sheet 2 Parkland Exhibit). An additional 8' wide, concrete trail will be provided along the entire length of West Broade Street which will meander in and out of the right of way and adjacent open space corridor located on the western side of the roadway.

G. Roadway Design

The Oak Creek community will incorporate the following right of way standards.

1. All single family detached roadways for base districts SFU Single Family Urban and SFC Single Family Compact shall utilize Primary Residential Street section ST-50-28 as defined in Table 10C of the Leander SmartCode.

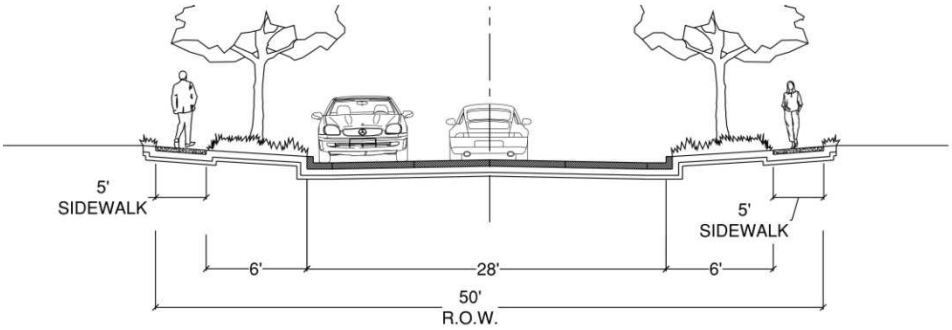
2. All alley loaded residential product in base districts SFL Single Family Limited and SFT Single Family Townhouse shall utilize Primary Residential Street section ST-48-26 as defined in Table 10C of the Leander SmartCode.

3. All alleys shall conform to the RA-20 Rear Alley section as defined in Table 10C of the Leander SmartCode.

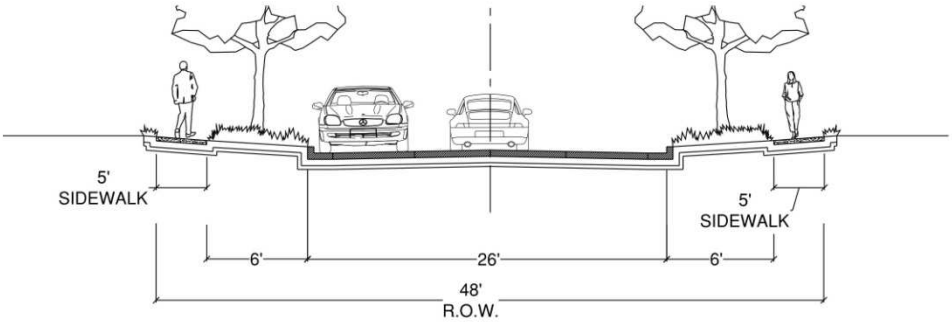
4. Streets within a Cluster Housing project will be private streets within a site plan. The pavement width shall be a minimum of 26 feet in width with 10 foot Public Utility Easements PUE on each side of the street.

5. Due to the pedestrian oriented design and emphasis on an attractive streetscape, several traffic calming measures are allowed within Oak Creek. A traffic circle shall be incorporated at the intersection of South Brook Drive and West Broade Street with a minimum radius of 70 feet.

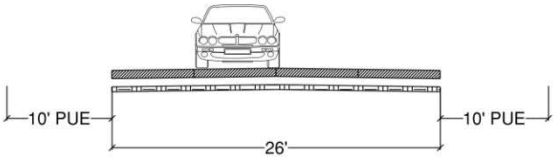
6. Additional traffic calming islands shall be allowed along South Brook Drive. The minimum pavement width between landscape islands shall be 24 feet. Parallel parking shall be allowed on both sides of South Brook Drive with the driving lanes tapering at intersections to create traffic calming islands. Changes in paving material such as stamped concrete or pavers shall be allowed at the intersections and traffic circle.



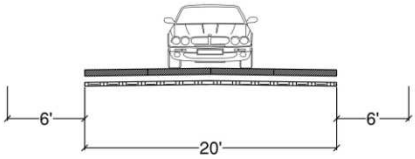
RESIDENTIAL STREET SECTION: ST-50-28



RESIDENTIAL STREET SECTION: ST-48-26



CLUSTER STREET



RESIDENTIAL ALLEY: RA-20

H. Architectural Criteria

The PUD shall comply with the architectural standards of the Composite Zoning Ordinance and the Conventional Development Sector of the City of Leander SmartCode adopted July 17, 2014. Single family residential products within the SFL Single Family Limited, and SFT Single Family Townhouse base zoning districts and detached single family residential products within the MF Multi Family base zoning district (i.e. cluster single family developed as a site plan) may utilize cementious fiber planking to meet the masonry requirement.

I. Walls and Fencing

All lots within Oak Creek which back or side onto West Broade Street shall have a solid, 6 foot tall masonry wall with columns located along the rear or side lot line. Wrought iron fencing with masonry columns is allowed in locations where views into the neighborhood would be desirable.

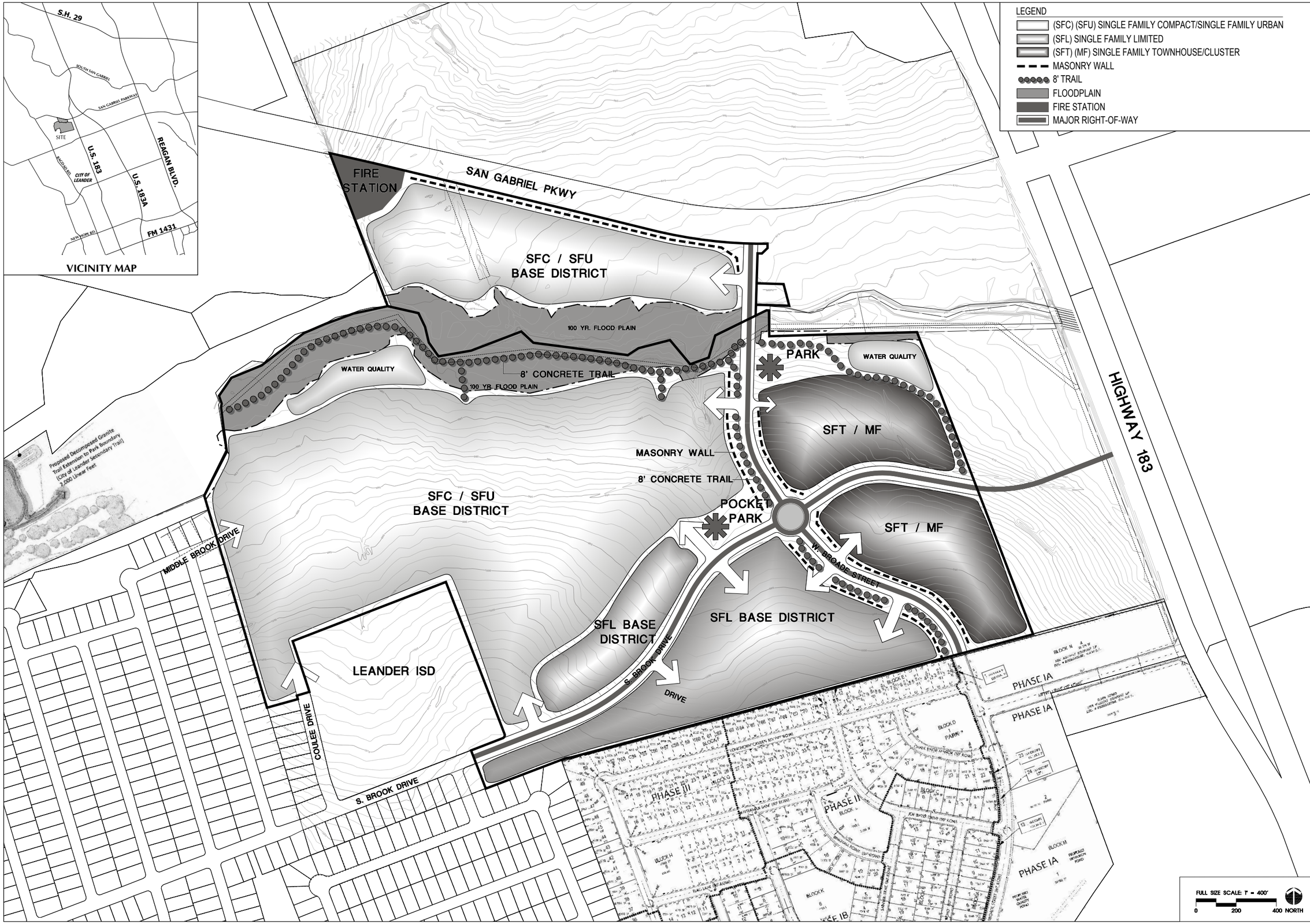
All lots which back onto parks or floodplain areas shall utilize 6 foot, wrought iron view fencing.

J. Flag Lots

In order to provide a legal lot for the water quality ponds within Oak Creek, the minimum flag lot width shall be 15 feet. This provision shall not apply to residential lots.

Exhibit 1

Conceptual Site Layout and Land Use Plan



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10500 AVERY CLUB DRIVE
SUITE 900
AUSTIN, TX 78717

EXHIBIT 1
CONCEPTUAL SITE LAYOUT AND LAND USE PLAN
OAK CREEK
LEANDER, TEXAS

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Issued:

1.	PUD Submittal	12/20/13
2.		
3.		
4.		
5.		

Revisions:

1.	PUD Plan Revision	02/11/14
2.	PUD Plan Revision	03/20/14
3.		
4.		
5.		

Issue Date: December 20, 2013

Drawn By: MB

Reviewed By: MB

Project No.
130078-SELA

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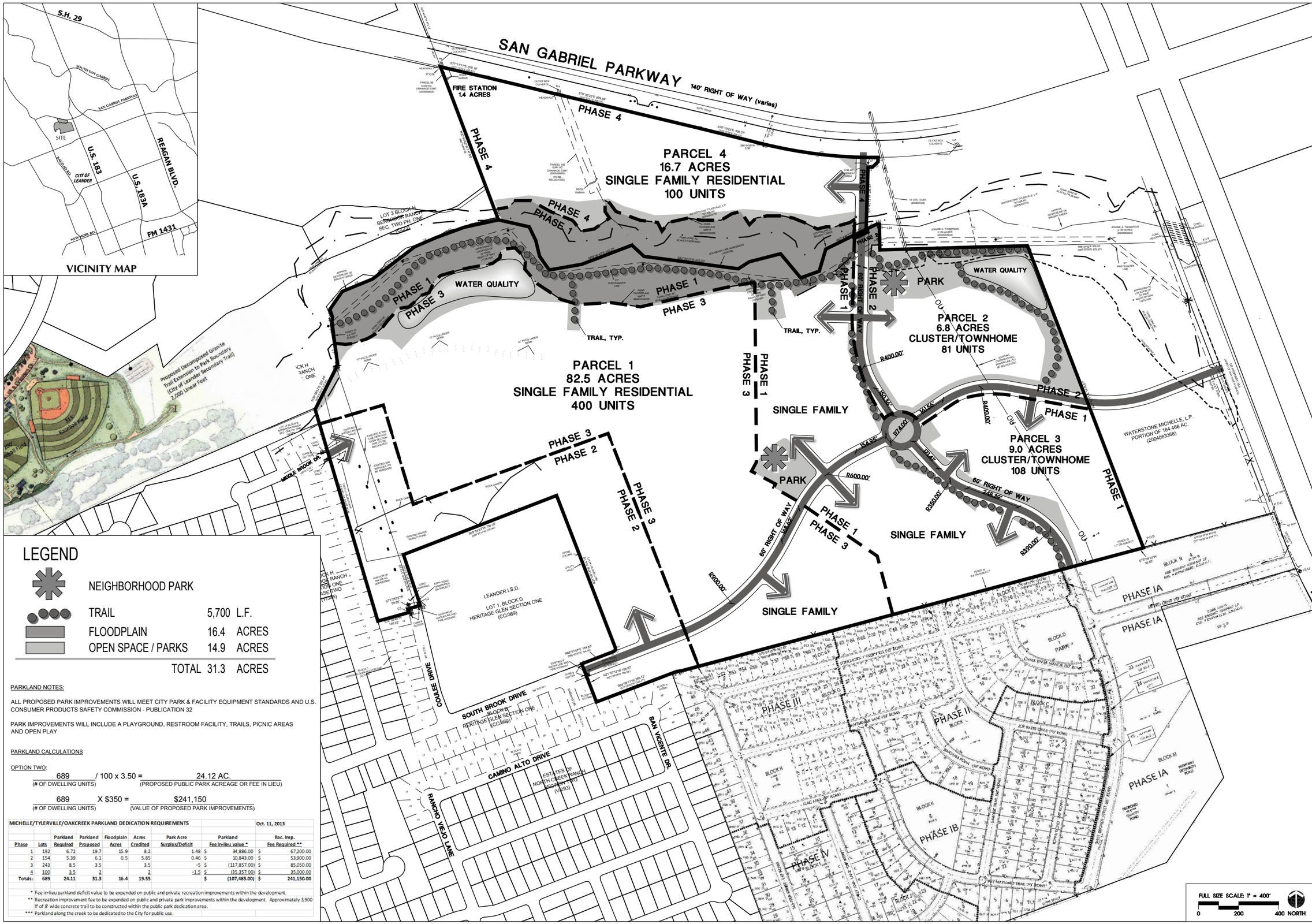

LEGEND

NEIGHBORHOOD PARK		
TRAIL	5,700	L.F.
FLOODPLAIN	16.4	ACRES
OPEN SPACE / PARKS	14.9	ACRES
TOTAL	31.3	ACRES

PARKLAND NOTES:

ALL PROPOSED PARK IMPROVEMENTS WILL MEET CITY PARK & FACILITY EQUIPMENT STANDARDS AND U.S. CONSUMER PRODUCTS SAFETY COMMISSION - PUBLICATION 32

PARK IMPROVEMENTS WILL INCLUDE A PLAYGROUND, RESTROOM FACILITY, TRAILS, PICNIC AREAS AND OPEN PLAY

PARKLAND CALCULATIONS

OPTION TWO:

689 / 100 x 3.50 = 24.12 AC.
(# OF DWELLING UNITS) (PROPOSED PUBLIC PARK ACREAGE OR FEE IN LIEU)

689 X $350 = $241,150
(# OF DWELLING UNITS) (VALUE OF PROPOSED PARK IMPROVEMENTS)

MICHELLE/TYLERVILLE/OAKCREEK PARKLAND DEDICATION REQUIREMENTS — **Oct. 11, 2013**

Phase	Lots	Parkland Required	Parkland Proposed	Floodplain Acres	Acres Credited	Park Acre Surplus/Deficit	Parkland Fee In-lieu value *	Rec. Imp. Fee Required **
1	192	6.72	19.7	15.9	8.2	1.48	$ 34,886.00	$ 67,200.00
2	154	5.39	6.1	0.5	5.85	0.46	$ 10,843.00	$ 53,900.00
3	243	8.5	3.5		3.5	-5	$ (117,857.00)	$ 85,050.00
4	100	3.5	2		2	-1.5	$ (35,357.00)	$ 35,000.00
Totals:	689	24.11	31.3	16.4	19.55		$ (107,485.00)	$ 241,150.00

* Fee in-lieu parkland deficit value to be expended on public and private recreation improvements within the development.

** Recreation improvement fee to be expended on public and private park improvements within the development. Approximately 3,900 lf of 8' wide concrete trail to be constructed within the public park dedication area.

*** Parkland along the creek to be dedicated to the City for public use.

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CONCEPT PLAN - SHEET 2
PARKLAND EXHIBIT
MICHELLE / TYLERVILLE TRACT
LEANDER, TEXAS

Q:\130078-SELA\Cadfiles\PLANNING\Submittals\Concept Plan Submittal\Concept A 2013-08-15.dwg

Issued:
1. City Concept Submittal 09/6/13
2.
3.
4.
5.

Revisions:
1. City Concept Submittal 10/7/13
2. City Concept Submittal 10/24/13
3. City Concept Submittal 11/05/13
4.
5.

Issue Date: September 6, 2013

Drawn By: MB
Reviewed By: MB

Project No.
130078-SELA

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Sentinel Land Company, LLC

Dear Tom:

As we discussed this afternoon, we would like to modify the Architectural Standards in our PUD to match the new Architectural Standards for Conventional Development section of the TOD and also allow for us to utilize cementious fiber planking to meet the masonry requirement for the Alley Loaded 41' product as well as the multifamily Townhome and Cluster products.

We would appreciate your help in accomplishing this at the next City Council meeting on July 17, 2014

Thanks,

Thomas James Rielly

President

9111 Jollyville Road, Suite 212, Austin, Texas (512) 351-9887

Executive Summary

July 17, 2014

Agenda Subject: Composite Zoning Ordinance Case 14-OR-003: Second reading and consider action on amending sections of the Composite Zoning Ordinance, to add the definition of ornamental trees and riparian corridors and to modify the definition of a significant tree, update the site standards regarding landscape requirements, to add and modify requirements for drainage and detention facilities, to amend the site development standards to include the protection of riparian corridors, and to update the parking lot connections requirements.

Background: One of the goals of the Comprehensive Plan is to "Enhance protective measures for areas of unique environmental quality." The plan goes on to identify two specific objectives, 1) adopt standards for the protection of significant trees, and 2) adopt standards and practices to protect significant riparian corridors. In addition, it is the City's goal to foster the conservation of natural resources including water conservation. The Planning & Zoning Commission identified this item as Priority #3 at the November 14, 2013 meeting. Staff is proposing the following amendments to the Composite Zoning Ordinance in order to achieve these goals:

1. Addition of the definition of ornamental trees and riparian corridors
2. Modification of the definition of a significant tree
3. Update the site standards regarding landscape requirements
4. Addition and modification of the requirements for drainage and detention facilities
5. Amendment of the site development standards to include the protection of riparian corridors
6. Update the parking lot connections requirements

Origination: City of Leander Planning Department

Financial Consideration: None

Recommendation: See Planning Analysis. The Planning & Zoning Commission unanimously recommended approval of the following recommendations at the June 26, 2014 meeting:

1. Approval of the amendments to the Composite Zoning Ordinance with the following changes:
    a. Include Firewise Community provisions.
    b. Change the requirement for residential tree protection to include a tree survey for the entire property that surveys trees 8 caliper inches and greater. In addition, require mitigation for removal of trees that are 8 caliper inches with the replacement ratio of 1” to 1” for trees between 8” to 18” and 2” to 1” for trees over 18”.
    c. Add a penalty for trees that are removed without a permit.
    d. Clarify the tree species associated with "cedar" listed in the definition of significant trees.

The City Council recommended approval of the following recommendations at the July 03, 2014 meeting:

1. Approval of the amendments to the Composite Zoning Ordinance with the following changes:
    a. Change the requirement for residential tree protection to include a tree survey for the entire property that surveys trees 8 caliper inches and greater. In addition, require mitigation for removal of trees that are 8 caliper inches with the replacement ratio of 1” to 1” for trees between 8” to 18” and 2” to 1” for trees over 18”.
    b. Add a penalty for trees that are removed without a permit.
    c. Clarify the tree species associated with "cedar" listed in the definition of significant trees.
    d. Add a non-disturbance zone around the footprint of homes.

Attachments:

1. Summary of Proposed Amendments
2. Ordinance

Prepared By: Tom Yantis, AICP
Development Services Director 07/10/2014

COMPOSITE ZONING ORDINANCE AMENDMENTS

ARTICLE I – GENERAL

SECTION 6: DEFINITIONS

Grow Green Guide means the Grow Green Guide to Native & Adaptive Landscape Plants published by the City of Austin Watershed Protection Department and the Texas AgriLife Extension Service. This guide provides earthwise plant choices for developments in the region.

Ornamental Tree means a tree that is identified as a small tree/large shrub in the preferred plant list maintained by the Planning Department or the Grow Green Guide.

Riparian Corridor means any defined stream channel including the area up to the ordinary high water (or bankfull-flow line), as well as all riparian (streamside) vegetation in contiguous adjacent uplands. Riparian Corridors also includes the Secondary Trail Corridors identified in the City of Leander Parks, Recreation & Open Space Master Plan.

Significant Tree means a living tree that the City desires to preserve to the greatest extent possible. They include trees identified in the preferred plant list maintained by the Planning Department or the Grow Green Guide. ~~hardwood trees such as oak, elm, pecan, walnut, hickory, cherry, cypress, redbud and any rare species.~~ They do not include hackberry, mountain juniper, ash juniper, ~~cedar,~~ bois d'arc, cottonwood, chinaberry or sycamore, except for an unusually large or significant specimen or any other invasive species listed in the Grow Green Guide.

ARTICLE VI – SITE STANDARDS

SECTION 1: LANDSCAPING AND SCREENING REQUIREMENTS

(a) Purpose.

(1) For providing for the orderly, safe, attractive and healthful development of land located within the community and promoting the health, safety and general welfare of the community, it is deemed necessary to establish requirements for the installation and maintenance of landscaping elements and other means of site improvements in developed properties.

(2) To enhance the community's ecological, environmental and aesthetic qualities.

(3) Paved surfaces, automobiles, buildings and other improvements produce increases in air temperatures, a problem especially noticeable in this southern region, whereas plants have the opposite effect through transpiration and the creation of shade. Likewise, impervious surfaces created by development generate greater water runoff causing problems from contamination, erosion and flooding. Preserving and improving the natural environment and maintaining a working ecological balance are of increasing concern. The fact that the use of landscape elements can contribute to the processes of air purification, oxygen regeneration, water absorption, water purification, and noise, glare and heat abatement as well as the preservation of the community's aesthetic qualities indicates that the use of

landscape elements is of benefit to the health, welfare and general well being of the community and, therefore, it is proper that the use of such elements be required.

(4) The City experiences frequent droughts; therefore, it is the purpose of this Section to encourage the use of drought resistant vegetation.

(b) General.

(1) Installation: All landscape materials shall be installed and maintained according to generally accepted landscape practices for the region. Low water demanding landscapes, are encouraged and should include plants recommended by the Lower Colorado River Authority's *Texas Hill Country Landscape Option Specifications*, a copy of which is available in the City Planning Department.

(2) Maintenance: The owner of landscaped property shall be responsible for the maintenance of all landscape areas. Said areas shall be maintained so as to present a healthy, neat and orderly appearance at all times and shall be kept free of refuse and debris. All planted areas shall be provided with a readily available water supply and watered as necessary to ensure continuous healthy growth and development. Landscape irrigation systems shall not be mandatory with low water demanding landscapes, which are encouraged. Maintenance shall include the removal of dead plant material and its replacement if that material was used to meet the requirements of this section.

(3) Significant Trees greater than eight (8) inches in caliper shall be preserved to the greatest extent reasonably possible. Significant Trees removed during construction shall be supplanted with Replacement Trees if required by the landscape requirements of this section. No Significant Tree shall be removed until a tree protection plan has been approved by the Director of Planning in accordance with this Chapter. Significant Trees may be removed only in accordance with the approved tree protection plan, and trees must be protected during construction activities on the property in accordance with the approved tree protection plan. This provision only applies to projects before the certificate of occupancy has been issued for single-family and two-family developments.

(4) Replacement Trees.

(i) Replacement Trees shall be a minimum of two (2) inches in caliper measured four (4') feet above finished grade immediately after planting. A list of recommended replacement trees shall be maintained by the Department of Planning and shall include those trees listed in the Grow Green Guide.

(ii) If the developer chooses to substitute trees not included on the recommended list, those trees shall have an average mature crown greater than fifteen (15) feet in diameter to meet the requirements of this section. Trees having an average mature crown less than fifteen (15) feet in diameter may be substituted by grouping trees so as to create at maturity the equivalent of a fifteen foot (15) diameter crown if the drip line area is maintained.

(iii) A minimum pervious area three (3) feet in radius, and not less than fifty percent (50%) of the calculated drip line area is required around the trunks of all existing and proposed trees. The radius of a drip line area is calculated as the trunk caliper times twelve. (Example: An eight inch caliper tree has a drip line of eight feet in radius.)

(5) Shrubs, vines and ground cover planted pursuant to this section shall be healthy nursery stock.

(6) Turfgrass.

(i) All turfgrass installed shall have summer dormancy capabilities and shall be one of the varieties set forth in ~~Exhibit "B"~~ the preferred plant list maintained

by the Planning Department or the Grow Green Guide. Buffalo grass, zoysia grass or Bermuda grass are recommended for sunny sections of the landscape.

(ii) Turfgrass shall be limited to two thirds (2/3) of the lot after subtracting the impervious cover for single-family and two-family lots. Alternative options to turfgrass can include native and adaptive landscape plants as specified in the Grow Green Guide, mulch, crushed granite, or similar material. No more than fifty (50%) percent of the lot may consist of non-plant material.

(iii) The maximum landscape that may be planted in turfgrass for the types of development listed in subsection (c)(1)(i) through (iv) below shall be limited to fifty (50%) percent of the required landscape area ~~The maximum landscape that may be planted in turfgrass for commercial development (listed in subsections (i) through (iv) below) is fifty (50) percent.~~

~~All Cultivars which achieved at least 80% recovery after 60 days without precipitation or rainfall~~

~~**EXHIBIT B**~~

~~**Cultivar**~~	~~**Species**~~	~~**11/22/2006 % Recovery**~~	~~**Stat. Grouping**~~	~~**11/22/2006 Uniformity**~~
~~Celebration~~	~~Bermudagrass~~	~~100.0~~	~~a~~	~~9.00 a~~
~~Grimes EXP~~	~~Bermudagrass~~	~~100.0~~	~~a~~	~~9.00 a~~
~~Common Bermuda~~	~~Bermudagrass~~	~~98.8~~	~~ab~~	~~9.00 a~~
~~GN1~~	~~Bermudagrass~~	~~98.8~~	~~ab~~	~~9.00 a~~
~~Tifway 419~~	~~Bermudagrass~~	~~98.8~~	~~ab~~	~~9.00 a~~
~~Tex Turf~~	~~Bermudagrass~~	~~97.5~~	~~ab~~	~~9.00 a~~
~~TifSport~~	~~Bermudagrass~~	~~97.5~~	~~ab~~	~~9.00 a~~
~~Buffalograss~~	~~Buffalograss~~	~~95.0~~	~~abc~~	~~9.00 a~~
~~Floratam~~	~~Saint Augustine~~	~~88.8~~	~~abcd~~	~~8.50 a~~

~~Source: Chalmers, et. Al., *Evaluation of sixty-Day Drought Survival in San Antonio of Established Turfgrass Species and Cultivars: Year 1,* San Antonio Water System, 2006~~

~~(6)~~(7) Synthetic or artificial lawns or plants shall not be used in lieu of plant requirements.

~~(7)~~(8) The use of architectural planters may be permitted in fulfillment of landscape requirements.

~~(8)~~(9) Any approved decorative aggregate or pervious brick pavers shall qualify for up to ten percent (10%) of the required landscaping if contained in planting areas, but no credit shall be given for concrete or other impervious surfaces.

~~(9)~~(10) Other than single-family and two-family development, setback areas shall be landscaped per the standards of this section.

(c) Landscape Requirements.

(1) A minimum percentage of the total lot area of property on which development occurs, after the effective date of this ordinance, shall be devoted to landscape development in accordance with the following schedule. Such percentages may include setback areas. ~~The maximum landscape that may be planted in turfgrass for commercial development (listed in subsections (i) through (iv) below) is fifty (50) percent.~~ However, all non-single-family and non-two-family setback areas

are required to be landscaped in accordance with (~~2~~3) below even if they exceed the following percentages:

(i) Multifamily Dwellings, 20%
(ii) Office and Professional Uses, 15%
(iii) Commercial Uses, 15%
(iv) Industrial or manufacturing, 10%
(v) Single-family-Dwellings and Two-Family dwellings, see Item (~~3~~4) below
(vi) Schools, churches, community centers and parks, 15%.

(2) The following may not be counted toward the above landscape area requirements:

(i) Detention and water quality ponds unless such ponds are designed as follows:
  a. The ponds shall utilize earthen berms.
  b. Any structural stabilization shall be limited to the use of native stone (except for outlet structures) and shall be limited to not more than thirty percent (30%) of the perimeter of the pond.
  c. Such ponds shall be seamlessly integrated with the landscaping.
  d. Such ponds shall be not greater than eighteen inches deep.
  e. Such ponds shall not comprise more than 25% of the required landscaped area.
(ii) Utility, mechanical and electrical facilities.
(iii) Sidewalks or other paved surfaces except for any decorative aggregate or pervious brick pavers if contained in planting areas and comprising less than ten percent (10%) of the required landscape area.
(iv) Landscaped areas less than four feet in width. In calculating the width of landscaped areas, such areas shall not be divided by any form of pavement (e.g. sidewalks, detention or water quality ponds, paving, etc.)

(3) (The following is for other than single-family or two-family development) Trees and shrubs identified on the preferred plant list and included in the Grow Green Guide, –shall be utilized within the required landscaping as described below. At least seventy five percent (75%) of the planted trees are required to be significant trees such as oak, elm, pecan, walnut, hickory, cherry, cypress, redbud and any rare species. Existing significant trees and shrubs that are retained in healthy condition may count toward fulfillment of these requirements. In calculating the credit from existing significant trees and shrubs that are retained, shrubs shall be credited on a one for one basis if such shrub is equivalent or greater in size to a comparable five gallon container grown shrub. Trees shall be credited on a caliper inch basis (for every one caliper inch of a tree that is saved, credit shall be given for one caliper inch of a tree required to be planted), with saved significant trees over 18" caliper counting on a one for two basis (for every one caliper inch of a significant tree over 18" caliper that is saved, credit shall be given for two caliper inches of a tree required to be planted).

(i) For every six hundred (600) square feet of landscape area and setback area required by this ordinance, two (2) shade trees (two inch caliper or larger) and four (4) shrubs (five gallon container size or larger) shall be planted. Two ten gallon ornamental trees may be substituted for every one required shade tree as long as at least half of the required number of shade trees is installed.
(ii) To allow for larger landscaped activity areas at school facilities, for every 600 sq. ft. of landscaping required by this section, 1 tree and 3 shrubs (five gallon container size or larger) shall be planted.

(iii) To reduce the thermal impact of unshaded parking lots, additional trees shall be planted as necessary so that the center point of each parking space is no more than 50 feet away from the trunk of a tree.

~~(1)~~ (4) Minimum landscape requirements for detached single-family and two-family residential structures (except for townhouses on lots less than thirty-five feet wide in the SFT district) shall be two (2) two-inch significant trees such as oak, elm, pecan, walnut, hickory, cherry, cypress, redbud and any rare species measured eighteen inches above finished grade immediately after planting, three (3) one-gallon shrubs, three (3) five-gallon shrubs and ~~lawn~~ turf grass or an alternative material as defined in (b)(6)(ii) of this Section from the front property line to the front two (2) corners of the structure and a minimum coverage area extending 3' from the slab/foundation to protect water runoff from the roof drip line. If lawn grass is not used in this area, then rain gutter systems shall be in place. One three and a half inch caliper tree may be substituted for two (2) two-inch trees if the tree is planted in the front yard. Existing trees and shrubs that are retained in healthy condition may count toward fulfillment of these requirements. Minimum landscape requirements for townhouses constructed in the SFT district on lots less than thirty-five feet wide are the same as above except that only one hardwood tree is required to be planted per lot~~.~~

(5) Significant trees removed during construction shall be replaced based on a replacement ratio (inches removed to inches planted) as follows:

(i) Replacement trees shall not be required for the removal of trees less than eight (8) inches in caliper.

(ii) For every one caliper inch of existing significant tree eighteen (18) inches and larger that is no retained during construction in healthy condition, two caliper inches of significant trees shall be plated as replacement for projects. ~~(other than single-family or two-family development meetng above requirements).~~

(iii) For every one caliper inch of existing significant tree between eight (8) and eighteen (18) inches that exceeds 50% of total caliper inches that is not retained, one caliper inch of significant tree shall be planted as replacement for projects. ~~(other than single-family or two-family development meeting above requirements).~~

(iv) Existing hardwood trees less than the size required for replacement and greater than or equal to two inches in caliper, and existing hardwood trees between 8" and 18" to an extent greater than 50% of the total caliper inches that are retained during construction in healthy condition may be counted toward replacement requirements as well as toward planting requirements.

~~(iv)~~(v) The required replacement trees for single-family or two-family developments may be planted in park or landscape lots that will be owned and maintained by the property owners association and located within the same subdivision.

~~(v)~~(vi) A fee in lieu of planting replacement trees of ~~not less than~~ one hundred fifty dollars ($150) per required caliper inch may be paid by the applicant~~, or planting replacement trees in remote locations may be approved, if replacement plantings are not feasible on the site~~.

~~(vi)~~(vii) Removal of Significant Trees larger than eighteen (18) inches in caliper ~~for other than single-family or two-family development,~~ or other than such trees included in an alternative tree preservation plan as described in (vii) below, requires approval of the Commission.

~~(vii)~~(viii) An alternative tree preservation plan may be approved by the Director of Planning for properties where existing tree cover is especially dense and the following are found:

a. Removal of a significant number of trees is unavoidable,
b. The applicant has planned the development so as to save the highest quality and greatest number of trees that could be reasonably expected,
c. All areas of the site that can be reasonably utilized for tree replacement have been utilized, and
d. The landscape area and tree planting requirements of this ordinance have been exceeded by at least fifty percent (50%),

(ix) An applicant for a single-family or two-family preliminary plat or final plat ~~(except in the SFR district)~~ shall provide ~~an aerial photo or~~a tree survey with the street and lot layout superimposed at a scale of 1"=100' (or as appropriate). ~~–~~The applicant shall provide a tree preservation plan that identifies the surveyed trees and the mitigation of the protected trees that are proposed for removal.~~and~~ ~~a~~An applicant for a commercial building permit shall provide a tree survey with the application identifying significant trees located on the property that meet the requirements indicated in this subsection. The applicant shall provide a tree preservation plan that shows which trees are to be preserved and protected and which trees are to be replaced in accordance with the replacement requirements of this subsection, if any, and shall be required to demonstrate that lot lines, street layouts and site improvements have been designed and located and that lot width, depth and size flexibility as permitted by the applicable zoning district has been utilized to the maximum extent necessary to retain the maximum number of significant trees reasonably practicable. The Director of Planning shall determine if adequate performance is achieved based on the standards of this paragraph. Approval of the tree protection plan by the Director of Planning is required prior to preparation and submission of a subdivision or building permit application. The applicant may appeal any decision of the Director to the Commission. A decision of the Commission may be appealed to the City Council. Any preserved or replacement trees may be counted toward the landscape requirements of this section. See the Construction Plan requirements for details.

(x) The Director of Planning may issue a tree removal permit for the removal of Significant Trees to the owner of a property that is zoned or otherwise authorized and actively used for agricultural purposes if it is demonstrated that the tree removal is for a legitimate agricultural purpose. The tree mitigation requirements of this ordinance shall not apply to such permits. If the property is rezoned or otherwise converted to a non-agricultural use within three years of the issuance of the tree removal permit the owner of the property shall be required to meet the tree mitigation requirements of this ordinance.

(6) Credit for Significant Trees: In order to provide credit toward the preservation of existing significant trees, no more than fifty percent (50%) of the critical root zone shall be disturbed and/or distressed with impervious cover, and the remaining critical root zone shall consist of at least one hundred (100) square feet.

(7) Invasive Species: Multi-Family and non-residential projects are required to remove all invasive species for the portion of the project indentified within the limits of construction. Single-family and two-family developments that remove all

invasive species as listed in the Grow Green Guide are eligible for a twenty-five (25%) percent credit towards the tree mitigation requirements.

(8) Tree Diversification: No more than fifty (50%) percent of the same species may be planted to meet the tree planting requirements.

(9) A non-disturbance zone shall be maintained on single-family and two-family lots. A disturbance area no less than five (5') feet from the foundation necessary for construction and grade transitions shall be permitted. The trees located on the remainder of the lot shall not be removed unless a unique situation is approved by the Planning Director.

~~(9)~~(10) The landscaping shall be placed upon that portion of a tract or lot that is being developed. Fifty percent (50%) of the required landscaped area and required plantings contained in (c) landscape requirements (above) shall be installed between the front property lines and the building being constructed. Undeveloped portions of a tract or lot shall not be considered landscaped, except as specifically approved by the City. Landscaping placed within public right-of-ways shall not fulfill the minimum landscape requirements.

~~(10)~~(11) No landscaping over three feet in height shall be planted within forty (40) feet of the intersection of any street pavement (see Figure N). Any planted or existing vegetation within this area shall be kept pruned so that foliage shall not grow or exist within three and eight feet above the elevation of the curb closest to the vegetation.

~~(11)~~(12) The Director of Planning may grant exceptions to these provisions to require a lesser amount of landscaping if the intent of this ordinance is met, and the reduction of the landscape area results in the preservation of natural features having comparable value.

~~(12)~~(13) In cases of death or removal of a tree planted pursuant to the terms of this section, a replacement tree of equal size and type shall be required to be planted. A smaller tree that will have a mature crown similar to the tree removed may be substituted if the planting area or pervious cover provided for the larger tree in this section is retained.

~~(13)~~(14) The location, calculations, size and description of all landscaping and screening materials proposed to satisfy the requirements of this section shall be shown on a Landscape Plan, and included with the construction plans.

~~(14)~~(15) Landscape plans are required with all new multi-family and non-residential permits showing:

(i) New and existing trees, shrubs, groundcover, turf areas and native areas.
(ii) Proposed plantings by botanical name, common name, spacing, quantity, container size.
(iii) Property lines, streets and street names
(iv) Driveway(s), sidewalk(s) and other hardscape features
(v) Existing and/or proposed buildings.
(vi) Point of irrigation connection (POC) and water meter for the irrigation system.

~~(15)~~(16) Soil Depth (New residential and non-residential)

All new landscapes (non-residential and residential) are required to have a minimum of six inches (6") of soil depth in areas planted with turfgrass. This six-inch (6") minimum soil depth will consist of 75 percent soil blended with 25 percent compost. The soil/compost blend shall be incorporated into the top two inches of the native soil. The six-inch (6") depth requirement does not apply to the area between the drip line and trunk of existing trees, shrub beds or wildscape areas. Areas with existing native vegetation that remain undisturbed shall be exempt from the soil depth provision of this section; provided that native soil and

vegetation in such area is fenced during construction and protected from disturbance and compaction during the construction process.

~~(16)~~(17) Mulch (all non-residential properties). All exposed soil surfaces of non-turf areas within the developed landscape area must be mulched with a minimum two-inch layer of organic material. Examples of organic material include pine bark, shredded cedar, composted leaves, and shredded landscape clippings. Native/wildscape areas are exempt.

~~(17)~~(18) WaterWise Landscape Principles. These principles shall be an integral component of the landscape design and plan. Homebuilders shall be required to offer a WaterWise landscape option in any series of landscape options offered to home buyers. The seven basic principles of WaterWise landscaping include:

(i) Proper planning and design
(ii) Proper soil preparation (compost-improved topsoil)
(iii) Practical turfgrass selection of drought resistant-species
(iv) Appropriate plant selection. The plants listed as invasive plants to avoid in the Grow Green Guide ~~set forth in Exhibit "C"~~ shall not be offered as part of a WaterWise landscape option.

~~EXHIBIT C~~

~~List of Invasive Plants Not Acceptable for Use~~

~~The following list comes from the August 2004 edition of the Grow Green Guide to Native and Adapted Landscape Plants.~~

~~Trees to Avoid~~	
~~Chinaberry~~	~~*Melia azedarach*~~
~~Chinese Parasol Tree~~	~~*Firmiana simplex*~~
~~Chinese Pistache~~	~~*Pistacia chinensis*~~
~~Chinese Tallow~~	~~*Sapium sebiferum*~~
~~Mimosa (non-native)~~	~~*Albizzia julibrissin*~~
~~Paper Mulberry~~	~~*Broussonetia papyrifera*~~
~~Salt Cedar~~	~~*Tamarisk spp.*~~
~~Tree of Heaven~~	~~*Ailanthus altissima*~~
~~Vitex~~	~~*Vitex agnus-castus*~~
~~White Mulberry~~	~~*Morus alba*~~
~~Shrubs to Avoid~~	
~~Chinese Photinia~~	~~*Photinia spp.*~~
~~Common Privet~~	~~*Ligustrum sinense, L. vulgare*~~
~~Japanese Ligustrum~~	~~*Ligustrum lucidum*~~
~~Nandina (berrying varieties)~~	~~*Nandina domestica*~~
~~Pyracantha~~	~~*Pyracantha spp.*~~
~~Russian Olive~~	~~*Elaeagnus angustifolia*~~
~~Wax Leaf Ligustrum~~	~~*Ligustrum japonicum*~~
~~Vines to Avoid~~	
~~Cat's Claw Vine~~	~~*Macfadyena unguis-cati*~~
~~English Ivy~~	~~*Hedera helix*~~
~~Japanese Honeysuckle~~	~~*Lonicera japonica*~~
~~Kudzu~~	~~*Pueraria lobata*~~
~~Vinca~~	~~*Vinca major, V. Minor*~~

~~Wisteria (non-native)~~	~~*Wisteria sinensis, W. floribunda*~~
~~Other Plants to Avoid~~	
~~Elephant Ear~~	~~*Alocasia spp., Colocasia spp.*~~
~~Giant Cane~~	~~*Arundo donax*~~
~~Holly Fern~~	~~*Cyrtomium falcatum*~~
~~Running Bamboo~~	~~*Phyllostachys aurea*~~

(v) Efficient irrigation systems
(vi) Use of mulches
(vii) Appropriate maintenance

~~(18)~~(19) Irrigation Requirements (New residential and non-residential installations):

(i) All irrigation systems, both residential and non-residential, shall be installed in accordance with state law, Title 2 Texas Water Code, Chapter 34 and Title 30 Texas Administrative Code, Chapter 344, as amended, as regulated and enforced by the Texas Commission on Environmental Quality (TCEQ). Irrigation contractors who install the irrigation system must be a TCEQ Licensed Irrigator.
(ii) A permit shall be required for the installation of all automatic irrigation systems.
(iii) All automatic irrigation systems are required to have a rain sensor connected to an irrigation controller in order to stop the irrigation cycle during and after a rainfall event. Rain sensors are to be installed in a location where rainfall is unobstructed, such as a rooftop or fence line. Rain sensors are to be adjusted at the one-fourth-inch setting.
(iv) All new residential and non-residential irrigation systems are required to have pressure regulators if static pressure at the site exceeds the sprinkler manufacturer's recommended operating range. Extensive misting due to high pressure wastes water.
(v) Irrigation systems are to have a controller with multiple cycle, rain sensor capability and irrigation water budget feature.
(vi) Sprinkler systems shall be designed as to minimize overspray onto the hardscape.
(vii) Sprinkler heads shall be installed at least eight (8) inches from the curb.
(viii) For strips of land less than six (6) feet in width, spray irrigation shall be prohibited and low-flow irrigation systems (such as drip, bubblers or micro-irrigation) are required. For strips of land between six (6) feet and fifteen (15) feet in width, only low-flow irrigation (such as drip, bubblers or micro-irrigation), or spray irrigation using low-angle spray nozzles designed for the specific width to be irrigated shall be permitted. For strips of land more than fifteen (15) feet in width, only low precipitation rotors with low angle nozzles may be used to irrigate turf areas. Planting beds may be irrigated with low-flow or spray irrigation. All spray heads must be designed to prevent low head drainage.
(ix) The incorporation of treated effluent, rainwater, or water from rain/storm water systems in an irrigation system is encouraged.

~~(19)~~(20) A property owner's association may not include or enforce a provision in a dedicatory instrument that prohibits or restricts a property owner from:

(i) Implementing measures promoting solid waste composting of vegetation, including grass clippings, leaves or brush, or leaving grass clippings uncollected on grass;
(ii) Installing rain barrels or a rainwater harvesting system; or
(iii) Implementing efficient irrigation systems, including underground drip or

other drip irrigation systems.

~~(20)~~(21) A property owner's association may not include or enforce a provision that requires:

(i) A defined irrigation schedule specified by the association unless at defined irrigation schedule is mandated by the association's water supplier in order to curtail outdoor water use;

(ii) Maintenance of the landscape to a specified level that requires the property owner to irrigate his or her landscape;

(iii) Installation or maintenance of any specific variety or limited choice of varieties of turf grass; or

(iv) The homeowner to install a minimum percentage of turf in the landscape.

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SECTION 7: DRAINAGE AND DETENTION FACILITIES:

(a) Purpose.

The purpose of this section is provide for the design of drainage and detention facilities that contribute to the visual aesthetics of projects and limit the amounts of visible concrete that do not meet the requirements listed below.

(b) Non-Residential and Multi-Family Drainage and Detention Facilities:

(1) Non-residential and multi-family drainage facilities include all detention ponds, water quality ponds, outlet structures, berms, improved channels or other improvements associated with the drainage improvements. Roadside swales and inlets are not included.

(2) Non-residential and multi-family drainage facilities are not allowed within ten feet (10') of street ROW except those which are necessary to convey drainage in the shortest possible route to or from street ROW.

(3) Non-residential and multi-family drainage facilities located within the front setback shall not exceed 25% of the area of the front setback.

(4) Any fencing around non-residential and multi-family detention ponds shall be constructed of wrought iron or tubular metal or other similar product.

(5) Vertical walls for non-residential and multi-family drainage facilities shall be limited to not more than thirty (30%) percent of the perimeter of the pond excluding outlet structures. The remainder of the perimeter shall be earthern embankment no steeper than 3:1 slope. All exposed concrete is required to provide textured concrete and tinting in earthern colors, or masonry veneer including but not limited to ledgestone, fieldstone, or cast stone. In the event that the drainage facility is below grade, concrete is permitted and screening requirements listed in Article VI, Section 1 (d) of this Ordinance shall apply.

(c) Residential Drainage and Detention Facilities:

(1) Residential drainage facilities include all detention ponds, water quality ponds, outlet structures, berms, improved channels or other improvements associated with the drainage improvements. Roadside swales and inlets are not included.

(2) Residential drainage facilities shall utilize earthern berms and be designed with a curvi-linear shape. Any structural stabilization shall be limited to the use of native stone (except for outlet structures) and shall be limited to not more than thirty (30%) percent of the perimeter of the pond. Such ponds shall be seamlessly integrated with the landscaping.

~~(1)~~(3) All exposed concrete is required to provide textured concrete and tinting in earthern colors, or masonry veneer including but not limited to ledgestone, fieldstone, or cast stone. In the event that the drainage facility is below grade, concrete is

permitted and screening requirements Article VI, Sec. 1 (d) of this Ordinance shall apply.

SECTION 14: ADDITIONAL MULTI-FAMILY AND NON-RESIDENTIAL STANDARDS

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~~**(a)** Non-Residential and Multi-Family Drainage and Detention Facilities:~~

~~(1) Non-residential and multi-family drainage facilities include all detention ponds, water quality ponds, outlet structures, berms, improved channels or other improvements associated with the drainage improvements.~~

~~(2) Non-residential and multi-family drainage facilities are not allowed within ten feet (10') of street ROW except those which are necessary to convey drainage in the shortest possible route to or from street ROW.~~

~~(3) Non-residential and multi-family drainage facilities located within the front setback shall not exceed 25% of the area of the front setback.~~

~~(4) Fencing is allowed around non-residential and multi-family detention ponds only if the fencing is constructed of wrought iron or tubular metal or other similar product.~~

ARTICLE VI - SITE STANDARDS

SECTION 13: ~~COMMERCIAL~~ NON-RESIDENTIAL OR MULTI-FAMILY PARKING LOT CONNECTIONS

A ~~commercial~~ non-residential or multi-family site ~~(zoned LO, LC or GC)~~ contiguous with another ~~commercial~~ non-residential or multi-family site shall provide parking aisle connections to the boundary of the site for connection to such contiguous non-residential or multi-family ~~commercial~~ site unless such connection is determined to be inappropriate by the Department of Planning~~ and Community Development~~. The Department of Planning ~~and Community Development~~ shall make its determination after considering all relevant factors, including, but not limited to, the following: when there exists topographic constraints, environmental constraints, existing development that has not provided for such connections, or adjacent uses that are incompatible for the purposes of mixing traffic.

ARTICLE IX - SITE DEVELOPMENT

SECTION 3: PROCEDURES FOR APPROVAL OF SITE PLANS

(a) Site Plan Approval

The Planning Department shall not approve a site plan until all reviewing departments of the city have indicated that the proposed site plan, with all applicable attachments, complies with all applicable provisions of the code of ordinances of the city including the Composite Zoning Ordinance and the Subdivision Ordinance. Park land and park improvements shall be required for all multi-family development in accordance with the standards of Sec. 61 of the Subdivision Ordinance. Development shall comply with regulations for Riparian Corridors set forth in Sec. 49 of the Subdivision Ordinance. The Planning Department shall approve a site plan if the proposed development complies with all applicable codes of the city. If the Planning Department finds that the site plan does not comply with all applicable codes of the city, the site plan shall be disapproved pending submittal of a site plan in compliance with the code of ordinances of the city. Approval of a site development permit authorizes the applicant to begin site development.

ARTICLE X – ADMINISTRATION

SECTION 10: ENFORCEMENT

(a) Penalty

(1) Penalty: Any person who shall violate any of the provisions of this ordinance, or shall fail to comply therewith, or with any of the requirements thereof, within the City limits shall be deemed guilty of an offense and shall be liable for a fine not to exceed the sum of two thousand dollars ($2000.00). Each day the violation exists shall constitute a separate offense. Such penalty shall be in addition to all the other remedies provided herein.

(2) Administrative Penalty. Any person who removes a Significant Tree greater than 8 inches in caliper prior to approval of a tree protection plan, or who removes a Significant Tree greater than 8 inches in caliper that is not authorized to be removed under an approved tree protection plan shall be charged and shall pay a fee of $300 per inch for each Significant Tree greater than 8 inches in caliper removed in violation of this ordinance. The City will rely on remaining evidence on site to determine if a violation of this ordinance has occurred. For enforcement purposes the City will consider that any stump remaining on the property which is eight inches or more in diameter measured at ground level or higher was a stump of a Significant Tree greater than 8 inches in caliper. Furthermore, any cut wood discovered on site will be considered evidence of a Significant Tree greater than 8 inches in caliper if the diameter of the cut wood is measured at eight inches or greater at any point on any piece of cut wood. A site development or building permit application for property from which one or more Significant Trees have been removed in violation of this ordinance may not be approved until an administrative penalty owed under this subsection has been paid.

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS AMENDING SECTIONS OF ARTICLE 14.200, THE COMPOSITE ZONING ORDINANCE, TO ADD THE DEFINITION OF THE GROW GREEN GUIDE, ORNAMENTAL TREES AND RIPARIAN CORRIDORS AND TO MODIFY THE DEFINITION OF A SIGNIFICANT TREE, UPDATE THE SITE STANDARDS REGARDING LANDSCAPE REQUIREMENTS, TO ADD AND MODIFY REQUIREMENTS FOR DRAINAGE AND DETENTION FACILITIES, TO AMEND THE SITE DEVELOPMENT STANDARDS TO INCLUDE THE PROTECTION OF RIPARIAN CORRIDORS, TO UPDATE THE PARKING LOT CONNECTIONS REQUIREMENTS; 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 I, Section 6.** Article I, Section 6 of the Composite Zoning Ordinance to add the following definitions:

Grow Green Guide means the Grow Green Guide to Native & Adaptive Landscape Plants published by the City of Austin Watershed Protection Department and the Texas AgriLife Extension Service as amended from time to time. This guide provides earthwise plant choices for developments in the region.

Ornamental Tree means a tree that is identified as a small tree/large shrub in the preferred plant list maintained by the Planning Department or the Grow Green Guide.

Riparian Corridor means any defined stream channel including the area up to the ordinary high water (or bankfull-flow line), as well as all riparian (streamside) vegetation in contiguous adjacent uplands. Riparian Corridors also includes the Secondary Trail Corridors identified in the City of Leander Parks, Recreation & Open Space Master Plan.

Significant Tree means a living tree that the City desires to preserve to the greatest extent possible. They include trees identified in the preferred plant list maintained by the Planning Department or the Grow Green Guide. They do not include hackberry, mountain juniper, ash juniper, bois d'arc, cottonwood, chinaberry or sycamore, except for an unusually large or significant specimen or any other invasive species listed in the Grow Green Guide.

Section 3. **Amendment to Article VI, Section 1 (b)–(c).** Article VI, Section 1 (b)–(c) of the Composite Zoning Ordinance is hereby amended in its entirety as follows:

(b) General.

(1) Installation: All landscape materials shall be installed and maintained according to generally accepted landscape practices for the region. Low water demanding landscapes, are encouraged and should include plants recommended by the Lower Colorado River Authority's *Texas Hill Country Landscape Option Specifications*, a copy of which is available in the City Planning Department.

(2) Maintenance: The owner of landscaped property shall be responsible for the maintenance of all landscape areas. Said areas shall be maintained so as to present a healthy, neat and orderly appearance at all times and shall be kept free of refuse and debris. All planted areas shall be provided with a readily available water supply and watered as necessary to ensure continuous healthy growth and development. Landscape irrigation systems shall not be mandatory with low water demanding landscapes, which are encouraged. Maintenance shall include the removal of dead plant material and its replacement if that material was used to meet the requirements of this section.

(3) Significant Trees greater than eight (8) inches in caliper shall be preserved to the greatest extent reasonably possible. Significant Trees removed during construction shall be supplanted with Replacement Trees if required by the landscape requirements of this section. No Significant Tree shall be removed until a tree protection plan has been approved by the Director of Planning in accordance with this Chapter. Significant Trees may be removed only in accordance with the approved tree protection plan, and trees must be protected during construction activities on the property in accordance with the approved tree protection plan. This provision only applies to projects before the certificate of occupancy has been issued for single-family and two-family developments.

(4) Replacement Trees.

(i) Replacement Trees shall be a minimum of two (2) inches in caliper measured four (4') feet above finished grade immediately after planting. A list of recommended replacement trees shall be maintained by the Department of Planning and shall include those trees listed in the Grow Green Guide.

(ii) If the developer chooses to substitute trees not included on the recommended list, those trees shall have an average mature crown greater than fifteen (15) feet in diameter to meet the requirements of this section. Trees having an average mature crown less than fifteen (15) feet in diameter may be substituted by grouping trees so as to create at maturity the

equivalent of a fifteen foot (15) diameter crown if the drip line area is maintained.

(iii) A minimum pervious area three (3) feet in radius, and not less than fifty percent (50%) of the calculated drip line area is required around the trunks of all existing and proposed trees. The radius of a drip line area is calculated as the trunk caliper times twelve. (Example: An eight inch caliper tree has a drip line of eight feet in radius.)

(5) Shrubs, vines and ground cover planted pursuant to this section shall be healthy nursery stock.

(6) Turfgrass.

(i) All turfgrass installed shall have summer dormancy capabilities and shall be one of the varieties set forth in the preferred plant list maintained by the Planning Department or the Grow Green Guide. Buffalo grass, zoysia grass or Bermuda grass are recommended for sunny sections of the landscape.

(ii) Turfgrass shall be limited to two thirds (2/3) of the lot after subtracting the impervious cover for single-family and two-family lots. Alternative options to turfgrass can include native and adaptive landscape plants as specified in the Grow Green Guide, mulch, crushed granite, or similar material. No more than fifty (50%) percent of the lot may consist of non-plant material.

(iii) The maximum landscape that may be planted in turfgrass for the types of development listed in subsection (c)(1)(i) through (iv) below shall be limited to fifty (50%) percent of the required landscape area.

(7) Synthetic or artificial lawns or plants shall not be used in lieu of plant requirements.

(8) The use of architectural planters may be permitted in fulfillment of landscape requirements.

(9) Any approved decorative aggregate or pervious brick pavers shall qualify for up to ten percent (10%) of the required landscaping if contained in planting areas, but no credit shall be given for concrete or other impervious surfaces.

(10) Other than single-family and two-family development, setback areas shall be landscaped per the standards of this section.

(c) Landscape Requirements.

(1) A minimum percentage of the total lot area of property on which development occurs, after the effective date of this ordinance, shall be devoted to landscape development in accordance with the following schedule. Such percentages may include setback areas. However, all non-single-family and non-two-family setback areas are required to be landscaped in accordance with (3) below even if they exceed the following percentages:

(i) Multifamily Dwellings, 20%

(ii) Office and Professional Uses, 15%

(iii) Commercial Uses, 15%

(iv) Industrial or manufacturing, 10%

(v) Single-family-Dwellings and Two-Family dwellings, see Item (4) below

(vi) Schools, churches, community centers and parks, 15%.

(2) The following may not be counted toward the above landscape area requirements:

(i) Detention and water quality ponds unless such ponds are designed as follows:

a. The ponds shall utilize earthen berms.

b. Any structural stabilization shall be limited to the use of native stone (except for outlet structures) and shall be limited to not more than thirty percent (30%) of the perimeter of the pond.

c. Such ponds shall be seamlessly integrated with the landscaping.

d. Such ponds shall be not greater than eighteen inches deep.

e. Such ponds shall not comprise more than 25% of the required landscaped area.

(ii) Utility, mechanical and electrical facilities.

(iii) Sidewalks or other paved surfaces except for any decorative aggregate or pervious brick pavers if contained in planting areas and comprising less than ten percent (10%) of the required landscape area.

(iv) Landscaped areas less than four feet in width. In calculating the width of landscaped areas, such areas shall not be divided by any form of pavement (e.g. sidewalks, detention or water quality ponds, paving, etc.)

(3) (The following is for other than single-family or two-family development) Trees and shrubs identified on the preferred plant list and included in the Grow Green Guide, shall be utilized within the required landscaping as described below. At least seventy five percent (75%) of the planted trees are required to be significant trees such as oak, elm, pecan, walnut, hickory, cherry, cypress, redbud and any rare species. Existing significant trees and shrubs that are retained in healthy condition may count toward fulfillment of these requirements. In calculating the credit from existing significant trees and shrubs that are retained, shrubs shall be credited on a one for one basis if such shrub is equivalent or greater in size to a comparable five gallon container grown shrub. Trees shall be credited on a caliper inch basis (for every one caliper inch of a tree that is saved, credit shall be given for one caliper inch of a tree required to be planted), with saved significant trees over 18” caliper counting on a one for two basis (for every one caliper inch of a significant tree over 18” caliper that is saved, credit shall be given for two caliper inches of a tree required to be planted).

(i) For every six hundred (600) square feet of landscape area and setback area required by this ordinance, two (2) shade trees (two inch caliper or larger) and four (4) shrubs (five gallon container size or larger) shall be planted. Two ten gallon ornamental trees may be substituted for every one required shade tree as long as at least half of the required number of shade trees is installed.

(ii) To allow for larger landscaped activity areas at school facilities, for every 600 sq. ft. of landscaping required by this section, 1 tree and 3 shrubs (five gallon container size or larger) shall be planted.

(iii) To reduce the thermal impact of unshaded parking lots, additional trees shall be planted as necessary so that the center point of each parking space is no more than 50 feet away from the trunk of a tree.

(4) Minimum landscape requirements for detached single-family and two-family residential structures (except for townhouses on lots less than thirty-five feet wide in the SFT district) shall be two (2) two-inch significant trees such as oak, elm, pecan, walnut, hickory, cherry, cypress, redbud and any rare species measured eighteen inches above finished grade immediately after planting, three (3) one-gallon shrubs, three (3) five-gallon shrubs and turf grass or an alternative material as defined in (b)(6)(ii) of this Section from the front property line to the front two (2) corners of the structure and a minimum coverage area extending 3' from the slab/foundation to protect water runoff from the roof drip line. If lawn grass is not used in this area, then rain gutter systems shall be in place. One three and a half inch caliper tree may be substituted for two (2) two-inch trees if the tree is planted in the front yard. Existing trees and shrubs that are retained in healthy condition may count toward fulfillment of these requirements. Minimum landscape requirements for townhouses constructed in the SFT district on lots less than thirty-five feet wide are the same as above except that only one hardwood tree is required to be planted per lot

(5) Significant trees removed during construction shall be replaced based on a replacement ratio (inches removed to inches planted) as follows:

(i) Replacement trees shall not be required for the removal of trees less than eight (8) inches in caliper.

(ii) For every one caliper inch of existing significant tree eighteen (18) inches and larger that is not retained during construction in healthy condition, two caliper inches of significant tree shall be planted as replacement for projects.

(iii) For every one caliper inch of existing significant tree eighteen (18) inches and larger that is located within proposed right-of-way or utility easements in a single-family or two-family development, two caliper inches of significant tree shall be planted as replacement for projects. The required replacement trees for single-family or two-family developments may be planted in park or landscape lots that will be owned and maintained by the property owners association.

(iv) For every one caliper inch of existing significant tree between eight (8) and eighteen (18) inches that exceeds 50% of total caliper inches that is not retained, one caliper inch of significant tree shall be planted as replacement for projects.

(v) Existing hardwood trees less than the size required for replacement and greater than or equal to two inches in caliper, and existing hardwood trees between 8" and 18" to an extent greater than 50% of the total caliper inches that are retained during construction in healthy condition may be counted toward replacement requirements as well as toward planting requirements.

(vi) A fee in lieu of planting replacement trees of one hundred fifty dollars ($150) per required caliper inch may be paid by the applicant.

(vii) Removal of Significant Trees larger than eighteen (18) inches in caliper for other than single-family or two-family development, or other than such trees included in an alternative tree preservation plan as described in (viii) below, requires approval of the Commission.

(viii) An alternative tree preservation plan may be approved by the Director of Planning for properties where existing tree cover is especially dense and the following are found:

a. Removal of a significant number of trees is unavoidable,
b. The applicant has planned the development so as to save the highest quality and greatest number of trees that could be reasonably expected,
c. All areas of the site that can be reasonably utilized for tree replacement have been utilized, and
d. The landscape area and tree planting requirements of this ordinance have been exceeded by at least fifty percent (50%).

(ix) An applicant for a single-family or two-family preliminary plat or final plat shall provide a tree survey with the street and lot layout superimposed at a scale of 1”=100’ (or as appropriate). The applicant shall provide a tree preservation plan that identifies the surveyed trees and the mitigation of the protected trees that are proposed for removal. An applicant for a commercial building permit shall provide a tree survey with the application identifying significant trees located on the property that meet the requirements indicated in this subsection. The applicant shall provide a tree preservation plan that shows which trees are to be preserved and protected and which trees are to be replaced in accordance with the replacement requirements of this subsection, if any, and shall be required to demonstrate that lot lines, street layouts and site improvements have been designed and located and that lot width, depth and size flexibility as permitted by the applicable zoning district has been utilized to the maximum extent necessary to retain the maximum number of significant trees reasonably practicable. The Director of Planning shall determine if adequate performance is achieved based on the standards of this paragraph. Approval of the tree protection plan by the Director of Planning is required prior to preparation and submission of a subdivision or building permit application. The applicant may appeal any decision of the Director to the Commission. A decision of the Commission may be appealed to the City Council. Any preserved or replacement trees may be counted toward the landscape requirements of this section. See the Construction Plan requirements for details.

(x) The Director of Planning may issue a tree removal permit for the removal of Significant Trees to the owner of a property that is zoned or otherwise authorized and actively used for agricultural purposes if it is demonstrated that the tree removal is for a legitimate agricultural purpose. The tree mitigation requirements of this ordinance shall not apply to such permits. If the property is rezoned or otherwise converted to a non-agricultural use within three years of the issuance of the tree removal permit the owner of

the property shall be required to meet the tree mitigation requirements of this ordinance.

(6) Credit for Significant Trees: In order to provide credit toward the preservation of existing significant trees, no more than fifty percent (50%) of the critical root zone shall be disturbed and/or distressed with impervious cover, and the remaining critical root zone shall consist of at least one hundred (100) square feet.

(7) Invasive Species: Multi-Family and non-residential projects are required to remove all invasive species for the portion of the project indentified within the limits of construction. Single-family and two-family developments that remove all invasive species as listed in the Grow Green Guide, are eligible for a twenty-five (25%) percent credit towards the tree mitigation requirements.

(8) Tree Diversification: No more than fifty (50%) percent of the same species may be planted to meet the tree planting requirements.

(9) A non-disturbance zone shall be maintained on single-family and two-family lots. A disturbance area no less than five (5') feet from the foundation necessary for construction and grade transitions shall be permitted. The trees located on the remainder of the lot shall not be removed unless a unique situation is approved by the Planning Director.

(10) The landscaping shall be placed upon that portion of a tract or lot that is being developed. Fifty percent (50%) of the required landscaped area and required plantings contained in (c) landscape requirements (above) shall be installed between the front property lines and the building being constructed. Undeveloped portions of a tract or lot shall not be considered landscaped, except as specifically approved by the City. Landscaping placed within public right-of-ways shall not fulfill the minimum landscape requirements.

(11) No landscaping over three feet in height shall be planted within forty (40) feet of the intersection of any street pavement (see Figure N). Any planted or existing vegetation within this area shall be kept pruned so that foliage shall not grow or exist within three and eight feet above the elevation of the curb closest to the vegetation.

(12) The Director of Planning may grant exceptions to these provisions to require a lesser amount of landscaping if the intent of this ordinance is met, and the reduction of the landscape area results in the preservation of natural features having comparable value.

(13) In cases of death or removal of a tree planted pursuant to the terms of this section, a replacement tree of equal size and type shall be required to be planted. A smaller tree that will have a mature crown similar to the tree removed may be substituted if the planting area or pervious cover provided for the larger tree in this section is retained.

(14) The location, calculations, size and description of all landscaping and screening materials proposed to satisfy the requirements of this section shall be shown on a Landscape Plan, and included with the construction plans.

(15) Landscape plans are required with all new multi-family and non-residential permits showing:

(i) New and existing trees, shrubs, groundcover, turf areas and native areas.

(ii) Proposed plantings by botanical name, common name, spacing, quantity, container size.
(iii) Property lines, streets and street names
(iv) Driveway(s), sidewalk(s) and other hardscape features
(v) Existing and/or proposed buildings.
(vi) Point of irrigation connection (POC) and water meter for the irrigation system.

(16) Soil Depth (New residential and non-residential)
All new landscapes (non-residential and residential) are required to have a minimum of six inches (6") of soil depth in areas planted with turfgrass. This six-inch (6") minimum soil depth will consist of 75 percent soil blended with 25 percent compost. The soil/compost blend shall be incorporated into the top two inches of the native soil. The six-inch (6") depth requirement does not apply to the area between the drip line and trunk of existing trees, shrub beds or wildscape areas. Areas with existing native vegetation that remain undisturbed shall be exempt from the soil depth provision of this section; provided that native soil and vegetation in such area is fenced during construction and protected from disturbance and compaction during the construction process.

(17) Mulch (all non-residential properties). All exposed soil surfaces of non-turf areas within the developed landscape area must be mulched with a minimum two-inch layer of organic material. Examples of organic material include pine bark, shredded cedar, composted leaves, and shredded landscape clippings. Native/wildscape areas are exempt.

(18) WaterWise Landscape Principles. These principles shall be an integral component of the landscape design and plan. Homebuilders shall be required to offer a WaterWise landscape option in any series of landscape options offered to home buyers. The seven basic principles of WaterWise landscaping include:
(i) Proper planning and design
(ii) Proper soil preparation (compost-improved topsoil)
(iii) Practical turfgrass selection of drought resistant-species
(iv) Appropriate plant selection. The plants listed as invasive plants to avoid in the Grow Green Guide, shall not be offered as part of a WaterWise landscape option.
(v) Efficient irrigation systems
(vi) Use of mulches
(vii) Appropriate maintenance

(19) Irrigation Requirements (New residential and non-residential installations):
(i) All irrigation systems, both residential and non-residential, shall be installed in accordance with state law, Title 2 Texas Water Code, Chapter 34 and Title 30 Texas Administrative Code, Chapter 344, as amended, as regulated and enforced by the Texas Commission on Environmental Quality (TCEQ). Irrigation contractors who install the irrigation system must be a TCEQ Licensed Irrigator.
(ii) A permit shall be required for the installation of all automatic irrigation systems.

(iii) All automatic irrigation systems are required to have a rain sensor connected to an irrigation controller in order to stop the irrigation cycle during and after a rainfall event. Rain sensors are to be installed in a location where rainfall is unobstructed, such as a rooftop or fence line. Rain sensors are to be adjusted at the one-fourth-inch setting.

(iv) All new residential and non-residential irrigation systems are required to have pressure regulators if static pressure at the site exceeds the sprinkler manufacturer's recommended operating range. Extensive misting due to high pressure wastes water.

(v) Irrigation systems are to have a controller with multiple cycle, rain sensor capability and irrigation water budget feature.

(vi) Sprinkler systems shall be designed as to minimize overspray onto the hardscape.

(vii) Sprinkler heads shall be installed at least eight (8) inches from the curb.

(viii) For strips of land less than six (6) feet in width, spray irrigation shall be prohibited and low-flow irrigation systems (such as drip, bubblers or micro-irrigation) are required. For strips of land between six (6) feet and fifteen (15) feet in width, only low-flow irrigation (such as drip, bubblers or micro-irrigation), or spray irrigation using low-angle spray nozzles designed for the specific width to be irrigated shall be permitted. For strips of land more than fifteen (15) feet in width, only low precipitation rotors with low angle nozzles may be used to irrigate turf areas. Planting beds may be irrigated with low-flow or spray irrigation. All spray heads must be designed to prevent low head drainage.

(ix) The incorporation of treated effluent, rainwater, or water from rain/storm water systems in an irrigation system is encouraged.

(20) A property owner's association may not include or enforce a provision in a dedicatory instrument that prohibits or restricts a property owner from:

(i) Implementing measures promoting solid waste composting of vegetation, including grass clippings, leaves or brush, or leaving grass clippings uncollected on grass;

(ii) Installing rain barrels or a rainwater harvesting system; or

(iii) Implementing efficient irrigation systems, including underground drip or other drip irrigation systems.

(21) A property owner's association may not include or enforce a provision that requires:

(i) A defined irrigation schedule specified by the association unless at defined irrigation schedule is mandated by the association's water supplier in order to curtail outdoor water use;

(ii) Maintenance of the landscape to a specified level that requires the property owner to irrigate his or her landscape;

(iii) Installation or maintenance of any specific variety or limited choice of varieties of turf grass; or

(iv) The homeowner to install a minimum percentage of turf in the landscape.

Section 4. **<u>Amendment to Article VI, Section 7</u>.** Article VI, Section 7 of the Composite Zoning Ordinance is hereby amended in its entirety as follows:

(a) Purpose.

The purpose of this section is provide for the design of drainage and detention facilities that contribute to visual aesthetics of projects and limit the amounts of visible concrete that do not meet the requirements listed below.

(b) Non-Residential and Multi-Family Drainage and Detention Facilities:

(1) Non-residential and multi-family drainage facilities include all detention ponds, water quality ponds, outlet structures, berms, improved channels or other improvements associated with the drainage improvements. Roadside swales and inlets are not included.

(2) Non-residential and multi-family drainage facilities are not allowed within ten feet (10') of street ROW except those which are necessary to convey drainage in the shortest possible route to or from street ROW.

(3) Non-residential and multi-family drainage facilities located within the front setback shall not exceed 25% of the area of the front setback.

(4) Any fencing around non-residential and multi-family detention ponds shall be constructed of wrought iron or tubular metal or other similar product.

(5) Vertical walls for non-residential and multi-family drainage facilities shall be limited to not more than thirty (30%) percent of the perimeter of the pond excluding outlet structures. The remainder of the perimeter shall be earthern embankment no steeper than 3:1 slope. All exposed concrete is required to provide textured concrete and tinting in earthern colors, or masonry veneer including but not limited to ledgestone, fieldstone, or cast stone. In the event that the drainage facility is below grade, concrete is permitted and screening requirements listed in Article VI, Section 1 (d) of this Ordinance shall apply.

(c) Residential Drainage and Detention Facilities:

(1) Residential drainage facilities include all detention ponds, water quality ponds, outlet structures, berms, improved channels or other improvements associated with the drainage improvements. Roadside swales and inlets are not included.

(2) Residential drainage facilities shall utilize earthern berms and be designed with a curvi-linear shape. Any structural stabilization shall be limited to the use of native stone (except for outlet structures) and shall be limited to not more than thirty (30%) percent of the perimeter of the pond. Such ponds shall be seamlessly integrated with the landscaping.

(3) All exposed concrete is required to provide textured concrete and tinting in earthern colors, or masonry veneer including but not limited to ledgestone, fieldstone, or cast stone. In the event that the drainage facility is below grade, concrete is permitted and screening requirements Article VI, Sec. 1 (d) of this Ordinance shall apply.

Section 5. **<u>Amendment to Article VI, Section 13</u>.** Article VI, Section 13 of the Composite Zoning Ordinance is hereby amended in its entirety as follows:

SECTION 13: NON-RESIDENTIAL OR MULTI-FAMILY PARKING LOT CONNECTIONS

A non-residential or multi-family site contiguous with another non-residential or multi-family site shall provide parking aisle connections to the boundary of the site for connection to such contiguous non-residential or multi-family site unless such connection is determined to be inappropriate by the Department of Planning. The Department of Planning shall make its determination after considering all relevant factors, including, but not limited to, the following: when there exists topographic constraints, environmental constraints, existing development that has not provided for such connections, or adjacent uses that are incompatible for the purposes of mixing traffic.

Section 6. **Deletion of Article VI, Section 14 (c).** Article VI, Section 14 (c) of the Composite Zoning Ordinance is hereby deleted.

Section 7. **Amendment to Article IX, Section 3 (a).** Article IX, Section 3 (a) of the Composite Zoning Ordinance is hereby amended in its entirety as follows:

SECTION 3: PROCEDURES FOR APPROVAL OF SITE PLANS

(a) Site Plan Approval

The Planning Department shall not approve a site plan until all reviewing departments of the city have indicated that the proposed site plan, with all applicable attachments, complies with all applicable provisions of the code of ordinances of the city including the Composite Zoning Ordinance and the Subdivision Ordinance. Park land and park improvements shall be required for all multi-family development in accordance with the standards of Sec. 61 of the Subdivision Ordinance. Development shall comply with regulations for Riparian Corridors set forth in Sec. 49 of the Subdivision Ordinance. The Planning Department shall approve a site plan if the proposed development complies with all applicable codes of the city. If the Planning Department finds that the site plan does not comply with all applicable codes of the city, the site plan shall be disapproved pending submittal of a site plan in compliance with the code of ordinances of the city. Approval of a site development permit authorizes the applicant to begin site development.

Section 8. **Amendment of Article X, Section 10(a).**

(a) (1) Penalty: Any person who shall violate any of the provisions of this ordinance, or shall fail to comply therewith, or with any of the requirements thereof, within the City limits shall be deemed guilty of an offense and shall be liable for a fine not to exceed the sum of two thousand dollars ($2000.00). Each day the violation exists shall constitute a separate offense. Such penalty shall be in addition to all the other remedies provided herein

(2) Administrative Penalty. Any person who removes a Significant Tree greater than 8 inches in caliper prior to approval of a tree protection plan, or who removes a

Significant Tree greater than 8 inches in caliper that is not authorized to be removed under an approved tree protection plan shall be charged and shall pay a fee of $300 per inch for each Significant Tree greater than 8 inches in caliper removed in violation of this ordinance. The City will rely on remaining evidence on site to determine if a violation of this ordinance has occurred. For enforcement purposes the City will consider that any stump remaining on the property which is eight inches or more in diameter measured at ground level or higher was a stump of a Significant Tree greater than 8 inches in caliper. Furthermore, any cut wood discovered on site will be considered evidence of a Significant Tree greater than 8 inches in caliper if the diameter of the cut wood is measured at eight inches or greater at any point on any piece of cut wood. A site development or building permit application for property from which one or more Significant Trees have been removed in violation of this ordinance may not be approved until an administrative penalty owed under this subsection has been paid.

Section 9. **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 10. **Savings Clause.** All rights and remedies of the City of Leander are expressly saved as to any and all violations of the provisions of any ordinances affecting 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 11. **Effective Date.** This ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Tex. Loc. Gov't. Code and the City Charter.

Section 12. **Severability**. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any phrase, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation of this ordinance of any such invalid phrase, clause, sentence, paragraph or section. If any provision of this Ordinance shall be adjudged by a court of competent jurisdiction to be invalid, the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision, and to this end the provisions of this Ordinance are declared to be severable.

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

place and purpose of said meeting was given as required by the Open Meetings Act.

PASSED AND APPROVED on the 3rd day of July, 2014.
PASSED AND FINALLY APPROVED on the 17th day of July, 2014.

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

Commissioner Sokol motion to approve the amended PUD for the Transportation oriented development district incorporating the recommended clean-up items presented by staff and the items voted on with this agenda item, Commissioner Wixson seconded the motion. Motion passed unanimously.

10. Composite Zoning Ordinance Case 14-OR-003: Hold a public hearing and consider action on amending sections of the Composite Zoning Ordinance, to add the definition of ornamental trees and riparian corridors and to modify the definition of a significant tree, update the site standards regarding landscape requirements, to add and modify requirements for drainage and detention facilities, to amend the site development standards to include the protection of riparian corridors, and to update the parking lot connections requirements. Applicant: City of Leander Planning Department

a) Staff Presentation

Robin Griffin, Senior Planner explained the sections being amended in the Composite Zoning Ordinance.

b) Open Public Hearing

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

c) Close Public Hearing

Chairman Seiler closed the public hearing.

d) Discussion

Discussion took place.

e) Consider Action

Vice Chair Stephenson moved to approve the with the edits and modifications listed below, Commissioner Saenz seconded the motion. Motion passed unanimously.

1. **Include Firewise Community provisions.**
2. **Change the requirement for residential to include a tree survey for the entire property that surveys trees 8 caliper inches and greater. In addition, require mitigation for removed trees that are 8 caliper inches with the replacement ratio of 1" to 1" for trees between 8" to 18" and 2" to 1" for trees over 18".**
3. **Add a penalty for trees that are removed without a permit.**
4. **Clarify the tree species associated with cedar listed in the definition of significant trees.**

Executive Summary

July 17, 2014

Agenda Subject: Subdivision Ordinance Case 14-OR-005: Consider action on amending sections of the Subdivision Ordinance, to add provisions for the protection of riparian corridors, to add requirements associated with parking lot connections and to add tree survey requirements.

Background: One of the goals of the Comprehensive Plan is to "Enhance protective measures for areas of unique environmental quality." The plan goes on to identify two specific objectives, 1) adopt standards for the protection of significant trees, and 2) adopt standards and practices to protect significant riparian corridors. In addition, it is the City's goal to foster the conservation of natural resources including water conservation. The Planning & Zoning Commission identified this item as Priority #3 at the November 14, 2013 meeting. Staff is proposing the following amendments to the Subdivision Ordinance in order to achieve these goals. Staff is proposing the following amendments to the Subdivision Ordinance:

1. Addition of the definition and provisions for the protection of riparian corridors
2. Addition of requirements associated with parking lot connections
3. Addition of tree survey requirements

Origination: City of Leander Planning Department

Financial Consideration: None

Recommendation: See Planning Analysis. The Planning & Zoning Commission unanimously recommended approval of the following recommendation at the June 26, 2014 meeting:

1. Approval of the amendments to the Subdivision Ordinance with the following recommended change:
    a. Change the requirement for residential to include a tree survey for the entire property that surveys trees 8 caliper inches and greater. In addition, require mitigation for removed trees that are 8 caliper inches with the replacement ratio of 1" to 1" for trees between 8" to 18" and 2" to 1" for trees over 18".

The City Council recommended approval of the following recommendations at the July 03, 2014 meeting:

1. Approval of the amendments to the Subdivision Ordinance with the following changes:
    a. Change the requirement for residential to include a tree survey for the entire property that surveys trees 8 caliper inches and greater. In addition, require mitigation for removed trees that are 8 caliper inches with the replacement ratio of 1" to 1" for trees between 8" to 18" and 2" to 1" for trees over 18".

Attachments:

1. Summary of Proposed Amendments
2. Ordinance

Prepared By: Tom Yantis, AICP
Development Services Director 07/10/2014

SUBDIVISION ORDINANCE

ARTICLE I – GENERAL

SECTION 1. DEFINITIONS

Reciprocal access refers to connectivity between contiguous non-residential or multi-family properties to allow for the connection of or access to drive lanes, fire lanes, driveways, or parking lots between such properties.

Riparian Corridor means any defined stream channel including the area up to the ordinary high water (or bankfull-flow line), as well as all riparian (streamside) vegetation in contiguous adjacent uplands. Riparian Corridors also includes the Secondary Trail Corridors identified in the City of Leander Parks, Recreation & Open Space Master Plan.

Riparian Corridor Setback means a line or lines designating the minimum distance the closest wall of a structure is required to be from a Riparian Corridor. Building projections (e.g. eaves, awnings, window boxes, and porch overhangs) may extend up to two feet into the Riparian Corridor Setback.

ARTICLE II – PROCEDURE

SECTION 22. PRELIMINARY PLAT

(c) Content.

(2) Existing Conditions.

*****

(iii) A tree protection plan consisting of ~~an aerial photo or~~ a tree survey with the street and lot layout superimposed at a scale of 1"=100' (or as appropriate) demonstrating that lot lines and street layouts have been designed and located and that lot width, depth and size flexibility (as permitted by the applicable zoning district if inside the City) has been utilized to the maximum extent necessary to retain the maximum number of significant trees reasonably practicable. The applicant shall provide a tree preservation plan that identifies the surveyed trees and the mitigation of the protected trees that are proposed for removal. The tree protection plan is required to be approved by the Director of Planning prior to submission of a preliminary plat application. For every one caliper inch of existing significant tree between eight (8) and eighteen (18) inches that exceeds 50% of total caliper inches that is not retained, one caliper inch of significant tree shall be planted as replacement for projects. For every one caliper inch of existing significant tree eighteen (18) inches and larger that is not retained during construction in healthy condition, two caliper inches of significant tree shall be planted as replacement for projects. Replacement trees shall be a minimum of two (2) caliper inches and identified on the City of Leander preferred plant list or included in the Grow Green Guide for Native and Adaptive Landscape Plants published by the City of Austin Watershed Protection and Texas A&M AgriLife Extension, as amended from time to time. The tree protection plan is required to be approved by the Director of Planning prior to submission of a preliminary plat application.

ARTICLE III – DESIGN STANDARDS

SECTION 42. TRANSPORTATION IMPROVEMENTS

(h) **Non-Residential or Multi-Family Lot Connections.** Development and platting of non-residential and multi-family properties shall provide for and allow reciprocal access for drive lanes, fire lanes, driveways, and parking lots between interior contiguous lots within a subdivision and lots adjacent to another subdivision or non-residential or multi-family property.

*****

SECTION 49. RIPARIAN CORRIDORS

Riparian Corridor setbacks shall be based on the following drainage criteria for all developments. These setback requirements do not include trails. No structure shall be erected or installed within the Riparian Corridor Setback. The following Riparian Corridor Setbacks are established:

(a) Creeks or swales draining more than five (5) acres but less than forty (40) acres shall have a minimum buffer width of twenty-five (25') feet from the centerline of the creek or swale

(b) Creeks or swales draining more than forty (40) acres but less than one hundred twenty-eight (128) acres shall have a minimum Riparian Corridor Setback of seventy-five (75') feet from the centerline of the creek or swale.

(c) Creeks or swales draining more than one hundred twenty-eight (128) acres but less than six hundred forty (640) acres shall have a minimum Riparian Corridor Setback of one hundred (100') feet from the centerline of the creek or swale.

(d) A minimum one hundred (100') foot Riparian Corridor Setback is required off of the centerline of creeks identified on the City of Leander Parks, Recreation & Open Space Master Plan.

ARTICLE V – ADMINISTRATION

SECTION 77. ENFORCEMENT

(a) **Penalty.**

(1) Penalty. Any person who shall violate any of the provisions of this Ordinance, or shall fail to comply therewith, or with any of the requirements thereof, within the City limits shall be deemed guilty of an offense and shall be liable for a fine not to exceed the sum of two thousand dollars ($2000.00). Each day the violation exists shall constitute a separate offense. Such penalty shall be in addition to all the other remedies provided herein

(2) Administrative Penalty. Any person who removes a Significant Tree greater than 8 inches in caliper prior to approval of a tree protection plan, or who removes a Significant Tree greater than 8 inches in caliper that is not authorized to be removed under an approved tree protection plan shall be charged and shall pay a fee of $300 per inch for each Significant Tree greater than 8 inches in caliper removed in violation of this ordinance. The City will rely on remaining evidence on site to determine if a violation of this ordinance has occurred. For enforcement purposes the City will consider that any stump remaining on the property which is eight inches or more in diameter measured at ground level or higher was a stump of a Significant Tree greater than 8 inches in caliper. Furthermore, any cut wood discovered on site will be

considered evidence of a Significant Tree greater than 8 inches in caliper if the diameter of the cut wood is measured at eight inches or greater at any point on any piece of cut wood. A site development or building permit application for property from which one or more Significant Trees have been removed in violation of this ordinance may not be approved until an administrative penalty owed under this subsection has been paid.

ORDINANCE NO. 14-040-00

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS AMENDING SECTIONS OF EXHIBIT A, CHAPTER 10 OF THE CODE OF ORDINANCES, THE SUBDIVISION ORDINANCE, TO ADD PROVISIONS FOR THE PROTECTION OF RIPARIAN CORRIDORS, TO ADD REQUIREMENTS ASSOCIATED WITH PARKING LOT CONNECTIONS, AND TO ADD TREE PRESERVATION REQUIREMENTS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING SAVINGS; EFFECTIVE DATE AND OPEN MEETINGS CLAUSES; AND PROVIDING FOR RELATED MATTERS.

Whereas, the City Council held a public hearing on the proposed amendments to Exhibit A, Chapter 10, Leander Code of Ordinances (the "Subdivision Ordinance");

Whereas, the City Council finds that the tree preservation standards adopted herein are reasonable and necessary to preserve trees as an important public resource enhancing the quality of life and the general welfare of the city and enhancing its unique character and physical, historical and aesthetic environment; to encourage the preservation of trees for the enjoyment of future generations; to encourage the preservation of trees to provide health benefits by the cleansing and cooling of the air and contributing to psychological wellness; to encourage the preservation of trees to provide environmental elements by adding value to property, and reduction of energy costs through passive solar design utilizing trees; to encourage the preservation of trees to provide environmental elements necessary to reduce the amount of pollutants entering streams and to provide elements crucial to establishment of the local ecosystem; to provide tree preservation requirements and incentives to exceed those requirements that encourage the maximum preservation of trees; and to promote and protect the health, safety and welfare of the public by creating an urban environment that is aesthetically pleasing and that promotes economic development through an enhanced quality of life; and

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

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 I, Sections 1.** Article I, Section 1 of the Subdivision Ordinance is hereby amended to add the following definitions:

> ***Reciprocal access*** refers to connectivity between contiguous non-residential or multi-family properties to allow for the connection of or access to drive lanes, fire lanes, driveways, or parking lots between such properties**.**
>
> ***Riparian Corridor*** means any defined stream channel including the area up to the ordinary high water (or bankfull-flow line), as well as all riparian (streamside) vegetation in contiguous adjacent uplands. Riparian Corridors also includes the Secondary Trail Corridors identified in the City of Leander Parks, Recreation & Open Space Master Plan.
>
> ***Riparian Corridor Setback*** means a line or lines designating the minimum distance the closest wall of a structure is required to be from a Riparian Corridor. Building projections (e.g. eaves, awnings, window boxes, and porch overhangs) may extend up to two feet into the Riparian Corridor Setback.

Section 3. **Amendment of Article II, Section 22(c)(2)(iii)**. Article II, Section 22(c)(2)(iii) of the Subdivision Ordinance is hereby amended to read as follows:

(iii) A tree protection plan consisting of a tree survey with the street and lot layout superimposed at a scale of 1”=100’ (or as appropriate) demonstrating that lot lines and street layouts have been designed and located and that lot width, depth and size flexibility (as permitted by the applicable zoning district if inside the City) has been utilized to the maximum extent necessary to retain the maximum number of significant trees reasonably practicable. The applicant shall provide a tree preservation plan that identifies the surveyed trees and the mitigation of the protected trees that are proposed for removal. The tree protection plan is required to be approved by the Director of Planning prior to submission of a preliminary plat application. For every one caliper inch of existing significant tree between eight (8) and eighteen (18) inches that exceeds 50% of total caliper inches that is not retained, one caliper inch of significant tree shall be planted as replacement for projects. For every one caliper inch of existing significant tree eighteen (18) inches and larger that is not retained during construction in healthy condition, two caliper inches of significant tree shall be planted as replacement for projects. Replacement trees shall be a minimum of two (2) caliper inches and identified on the City of Leander preferred plant list or included in the Grow Green Guide for Native and Adaptive Landscape Plants published by the City of Austin Watershed Protection and Texas A&M AgriLife Extension, as amended from time to time. The tree protection plan is required to be approved by the Director of Planning prior to submission of a preliminary plat application.

Section 4. **Amendment of Article III, Section 42.** Article III, Section 42 of the Subdivision Ordinance is hereby amended to add subsection (h) to read as follows:

(h) **Non-Residential or Multi-Family Lot Connections.** Development and platting of non-residential and multi-family properties shall provide for and allow reciprocal access for drive lanes, fire lanes, driveways, and parking lots between interior contiguous lots within a subdivision and lots adjacent to another subdivision or non-residential or multi-family property.

Section 5. **Amendment of Article III, Section 49.** Article III of the Subdivision Ordinance is hereby amended by adding Section 49 to read as follows:

SECTION 49. RIPARIAN CORRIDORS

Riparian Corridor Setbacks shall be based on the following drainage criteria for all developments. These setback requirements do not include trails and related improvements. No structure shall be erected or installed within the Riparian Corridor Setback. The following Riparian Corridor Setbacks are established:

(a) Creeks or swales draining more than five (5) acres but less than forty (40) acres shall have a minimum Riparian Corridor Setback of twenty-five (25') feet from the centerline of the creek or swale.

(b) Creeks or swales draining more than forty (40) acres but less than one hundred twenty-eight (128) acres shall have a minimum Riparian Corridor Setback of seventy-five (75') feet from the centerline of the creek or swale.

(c) Creeks or swales draining more than one hundred twenty-eight (128) acres but less than six hundred forty (640) acres shall have a minimum Riparian Corridor Setback of one hundred (100') feet from the centerline of the creek or swale.

(d) A minimum one hundred (100') foot Riparian Corridor Setback is required off of the centerline of creeks identified on the City of Leander Parks, Recreation & Open Space Master Plan

Section 6. **Amendment of Article III, Section 50.** Article III of the Subdivision Ordinance is hereby amended by adding Section 50 to read as follows:

SECTION 50. TREE PRESERVATION

No Significant Tree shall be removed until a tree protection plan has been approved by the Director of Planning in accordance with this Chapter. Significant Trees may be removed only in accordance with the approved tree protection plan, and trees must be protected during construction activities on the property in accordance with the approved tree protection plan.

Section 7. **Amendment of Section 77.** Section 77 of the Subdivision Ordinance is hereby amended in its entirety to read as follow:

(a) Penalty. Any person who shall violate any of the provisions of this Ordinance, or shall fail to comply therewith, or with any of the requirements thereof, within the City limits shall be deemed guilty of an offense and shall be liable for a fine not to exceed the sum of two thousand dollars ($2000.00). Each day the violation exists shall constitute a separate offense. Such penalty shall be in addition to all the other remedies provided herein.

(b) Administrative Penalty. Any person who removes a Significant Tree greater than 8 inches in caliper prior to approval of a tree protection plan, or who removes a Significant Tree greater than 8 inches in caliper that is not authorized to be removed under an approved tree protection plan shall be charged and shall pay a fee of $__ per inch for each Significant Tree greater than 8 inches in caliper removed in violation of this ordinance. The City will rely on remaining evidence on site to determine if a violation of this ordinance has occurred. For enforcement purposes the City will consider that any stump remaining on the property which is eight inches or more in diameter measured at ground level or higher was a stump of a Significant Tree greater than 8 inches in caliper. Furthermore, any cut wood discovered on site will be considered evidence of a Significant Tree greater than 8 inches in caliper if the diameter of the cut wood is measured at eight inches or greater at any point on any piece of cut wood. A plat or construction plan application for property from which one or more Significant Trees have been removed in violation of this ordinance may not be approved until an administrative penalty owed under this subsection has been paid.

(c) Administrative Action. The City Engineer and/or the City Administrator shall enforce this Ordinance by appropriate administrative action, including but not limited to the rejection of plans, maps, plats and specifications not found to be in compliance with this Ordinance and good engineering practices, and the issuance of stop work orders.

(d) Court Proceedings. Upon the request of the Council the City Attorney or other authorized attorney shall file an action in the district courts to enjoin the violation or threatened violation of this Ordinance, or to obtain declaratory judgment, and to seek and recover court costs and attorney fees, and/or to recover damages in an amount sufficient for the City to undertake any construction or other activity necessary to bring about compliance with a requirement regarding the property and established pursuant to this Ordinance.

Section 8. Conflicting Ordinances. Exhibit "A", Chapter 10, Leander Code of Ordinances is amended as provided herein. All ordinances or parts thereof conflicting or inconsistent with the provisions of this ordinance as adopted herein, are hereby amended to the extent of such conflict. In the event of a conflict or inconsistency between this ordinance and any other code or ordinance of the City, the terms and provisions of this ordinance shall govern.

Section 9. **Savings Clause.** All rights and remedies of the City of Leander are expressly saved as to any and all violations of the provisions of any ordinances affecting subdivision within the City which have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

Section 10. **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 11. **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 12. **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 17th day of July, 2014.

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

_____ _____

Christopher Fielder, Mayor Debbie Haile, City Secretary

11. Subdivision Ordinance Case 14-OR-005: Hold a public hearing and consider action on amending sections of the Subdivision Ordinance, to add provisions for the protection of riparian corridors, to add requirements associated with parking lot connections and to add tree survey requirements. Applicant: City of Leander.

a) Staff Presentation

Robin Griffin, Senior Planner explained the sections being amended in the Composite Zoning Ordinance.

b) Open Public Hearing

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

c) Close Public Hearing

Chairman Seiler closed the public hearing.

d) Discussion

Discussion took place.

e) Consider Action

Commissioner Sokol moved to approve the following recommendation, Commissioner Allen seconded the motion. Motion passed unanimously.

1. **Change the requirement for residential to include a tree survey for the entire property that surveys trees 8 caliper inches and greater. In addition, require mitigation for removed trees that are 8 caliper inches with the replacement ratio of 1" to 1" for trees between 8" to 18" and 2" to 1" for trees over 18".**

12. Discuss scheduling a P & Z retreat in August for the purpose of conducting training and identifying goals for fiscal year 2014-15.

a) Discussion

Discussion took place

b) Consider Action

P & Z Commissioners agreed to schedule a P & Z retreat on August 5th at 6:00 pm

13. Meeting adjourned at **10:00 pm**

Executive Summary

July 03, 2014

Agenda Subject: Zoning Case 14-Z-013: Second reading and consider action on the rezoning of 2,400 acres, more or less, known as the Transportation Oriented Development District (the "TOD"). The property is an area of approximately 2,400 acres in the Williamson County portion of the City of Leander, Texas as of May 16, 2014, lying generally east of County Road 279 / Bagdad Road, north of East Crystal Falls Roadway, west of County Roads 269 and 270, and south of the San Gabriel River; including US Highway 183 from generally north of its intersection with Sonny Drive to south of its intersection with High Gabriel East; including the 183A Toll Road from just south of its intersection with High Gabriel East to approximately 2,500 feet south of its intersection with RM 2243, and including the following subdivisions Old Town, and the Original Town of Leander Mason's, Atkin's, and Walker's Additions. The land is also more particularly described in field notes, maps and materials related to the proposed zoning. The property is currently zoned Planned Unit Development ("PUD") and is proposed to be rezoned to amend the PUD to modify the land use plan for the area and to amend the development regulations included in the SmartCode and additional standards applicable to the areas designated as Conventional Development.

Background: The SmartCode was first adopted in 2005 and this update process is intended to provide adjustments to the code to address issues and implement best practices that have arisen since its original adoption. The SmartCode governs the development of the land within the Transit Oriented Development District.

Origination: City of Leander Planning Department

Financial Consideration: None

Recommendation:

See Planning Analysis. The Planning & Zoning Commission recommended approval of the following recommendations at the June 26, 2014 meeting:

1. Approval of the amended PUD for the TOD with the following recommendations:
    a. Approval of the Option B Sector Map.
    b. Approval of the SmartCode revisions including staff's recommended clean-up edits and directing staff to make the architectural standards more flexible.
    c. Approval of the following items associated with the Conventional District Standards:
        - Encourage pedestrian amenities along A & B Street types.
        - Clarify the calculation of the residential density (gross versus net)
        - Allow the Planning Director to be flexible with the alley loaded lot requirement.

The City Council considered the recommendations of the Planning and Zoning Commisison at its July 3, 2014 meeting and made the following recommendations that are reflected in the revised drafts attached:

1. Revise the Option B Sector Map to remove the area south of 2243 from the S1 Sector and add the area north of San Gabriel Blvd. between 183 and 183A to the S1 Sector (as shown in the Option A map).
2. Approval of the P&Z recommendation regarding the SmartCode revisions.
3. Approval of the P&Z recommendation regarding the Conventional Development Sector Standards with the following modifications:
    a. Provide incentives for the provision of pedestrian amenities on A and B Streets.
    b. Require a continuous building frontage along A and B Streets

Attachments:
1. Planning Analysis
2. Proposed Leander SmartCode (clean copy)
3. Proposed Leander SmartCode (red-line from July 3rd draft)
4. Conventional Development Sector Standards (clean copy)
5. Conventional Development Sector Standards (red-line from 7/3 draft)
6. Sector Map 1 - Sectors
7. Sector Map 2 - Parks & Trails
8. Sector Map 3 - A, B, & C Streets
9. Sector Map 4 - Community Units
10. Sector Map 5 - Transect Zones
11. Zoning Exhibit
12. Ordinance
13. Minutes – Planning & Zoning Commission June 26, 2014
14. Letter from Consultants

AGENDA ITEM # 22

Prepared By: Tom Yantis, AICP
Development Services Director 06/27/2014

PLANNING ANALYSIS

ZONING CASE 14-Z-013
SMARTCODE AMENDMENT

GENERAL INFORMATION

Proposal: Amendment to the SmartCode
Adoption of a Sector Planning Area Map
Adoption of Conventional Development Sector Standards

Size and Location: The property includes approximate 2,400 acres more or less known as the Transportation Oriented Development District (the "TOD").

Staff Contact: Tom Yantis, AICP
Development Services Director

CONVENTIONAL DEVELOPMENT STANDARDS

The Conventional Development Standards will be a separate document from the SmartCode that establishes regulations for the properties that are designated as CD Sector (Conventional Development) on the Sector Planning Area Map. These standards will be in addition to the standards required by the Composite Zoning Ordinance. This sector allows for conventional single-use and mixed-use development with basic design standards to provide a transition to adjacent neighborhoods and pedestrian-oriented communities. Developers will have the option to follow the standards listed in the SmartCode instead of the Composite Zoning Ordinance if they choose to design their development in the pattern of the Clustered Land Development (CLD) or Traditional Neighborhood Development (TND) as provided in Article 4 of the SmartCode.

The additional standards include:

- Designing the streets to meet the requirements of the A-Street, B-Street, or C-Street. The different street types will be allocated by quadrant of Town Center, Community Center and Neighborhood Center nodes as designated in the Comprehensive Plan.
- Establishing the location of the parking for commercial districts
- Identifying the required architectural component based on the street type and the use of the structure.
- Establishing a minimum density of four units per acre.
- Requiring access from alley for residential lot narrower than 50 feet.

SECTOR PLANNING AREA MAP

The new sector planning area map options have been drawn to address several of the concerns of the stakeholders, primarily the contraction of the area subject to the SmartCode, and more flexibility in planning and allocating Transect Zones.

There are 5 proposed sectors on the Sector Planning Area map, S1 - General, S2-Transit, S3-Old Town, CD-Conventional Development and OS-Open Space. Each sector is allocated with appropriate community types (i.e. Cluster Land Development, Traditional Neighborhood Development, Regional Center Development and Conventional). Within the S1 and S2 sectors, the SmartCode is mandatory. Within the S3 sector, for properties that were platted and zoned prior to the adoption of the TOD, the property owner may choose to develop under either their prior conventional zoning district or the SmartCode. Within the CD sector, the SmartCode is optional, if the landowner chooses not to use the SmartCode, they will propose a concept plan for their property that will establish the allowed mix of uses, and the composite zoning district in compliance with the comprehensive plan.

Once a community type (i.e. CLD, TND or RCD) is determined for an area subject to the SmartCode, a concept plan and preliminary plat are prepared that allocate the transect zones within the community. For areas that have already been planned (i.e. Old Town and some of the properties around the rail station) the transect zones have already been established and are depicted on the Sector Map.

SMARTCODE AMENDMENT

The City with assistance from its consultants, Michael Watkins and Sandy Sorlien, has held a series of work sessions with stakeholders, Planning & Zoning Commission, and City Council to prepare amendments to the SmartCode. The amendments to the SmartCode are intended to encourage development in the TOD and provide standards that are easier to implement and understand than the 2005 version of the SmartCode.

Proposed amendments to the SmartCode include:

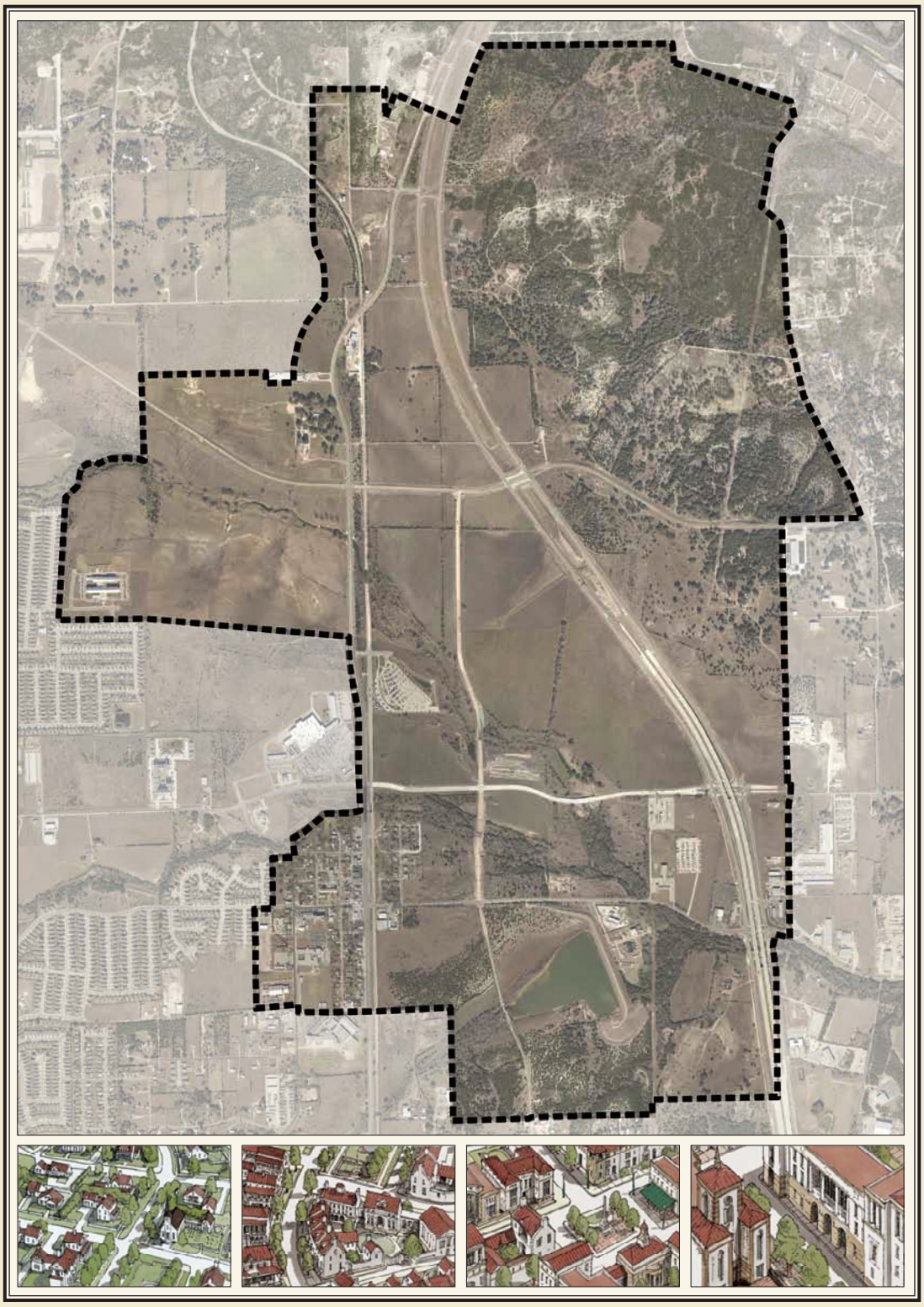
- Add sector planning as a step prior to community unit planning to allow more flexibility in the allocation of transect zones once a property is ready for development
- Add incentives to encourage development in Old Town
- Revise Transect Zones for Old Town
- Provide consolidated summary tables for the Transect Zones
- Remove or reduce minimum building height requirements
- Change minimum densities to maximum densities for residential
- Allow more flexibility in parking location by adding B and C Street options
- Streamline the development process to more closely match the processes in the Composite Zoning Ordinance and Subdivision Ordinance
- Reorganize the development standards within the chapters of the SmartCode to make them easier to read and understand
- Remove minimum parking standards and provide an option to establish maximum parking ratios
- Add the Signage module which has easy to understand standards for signage

STAFF RECOMMENDATION:

During the course of the public meetings related to the amendments to the SmartCode and the TOD PUD, there were three Sector Planning Map options developed. Staff has presented all three options in the packet materials for this agenda item. Staff recommends that P&Z choose one option to recommend to City Council for adoption.

Within the text of the proposed amendments to the SmartCode in the architectural section 6.13 on page SC49, there is optional text highlighted in red which provides more stringent standards. Staff recommends that the P&Z determine whether to include the more stringent standards or recommend removing that text before final adoption.

Overall, staff recommends approval of the amended PUD for the Transit Oriented Development District to include adoption of the revised SmartCode, the CD Sector standards, and one of the three Sector Plans which includes the sector planning map, the trails map, the A, B and C streets map, and the approved transect zones map.



Leander SmartCode

Leander, Texas

Prepared by

Sandy Sorlien / Smartcode Local & Michael Watkins Architect, llc

Adopted: July 17, 2014

	ARTICLE 2 SECTORS	ARTICLE 4 & ARTICLE 5 COMMUNITY UNITS		ARTICLE 6 LOTS & BUILDINGS
	Sectors	**Community Units**	**Transect Zones & Other**	**Standards**
Open Space	OS Open Sector	None	N/A	Regulated by Park Land Dedication & Park Improvements Section of the Subdivision Ordinance
New Development	S1 General Sector	TND Traditional Neighborhood Development	T3 Sub-Urban Zone T4 General Urban Zone T5 Urban Center Zone	Building Placement Building Form Building Function Parking Location Parking Maximums Landscape Light Levels Sound Levels Signage Architecture
	S2 Station Sector	RCD Regional Center Development	T4 General Urban Zone T5 Urban Center Zone T6 Urban Core Zone	
Existing Development	S3 Old Town Sector	INFILL CLD Clustered Land Development	T1 T2 Natural Zone and/or Rural Zone T3 Sub-Urban Zone T4 General Urban Zone	
		INFILL TND Traditional Neighborhood Development	T3 Sub-Urban Zone T4 General Urban Zone T5 Urban Center Zone	
Other			CB Civic Building CS Civic Space	
			SD Special District	
	CD Conventional Development Sector	CLD Clustered Land Development	T1 T2 Natural Zone and/or Rural Zone T3 Sub-Urban Zone T4 General Urban Zone	
		TND Traditional Neighborhood Development	T3 Sub-Urban Zone T4 General Urban Zone T5 Urban Center Zone	
		Composite Zoning Ordinance		

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ADAPTED BY
SANDY SORLIEN / SMARTCODE LOCAL &
MICHAEL WATKINS ARCHITECT, LLC
ILLUSTRATIONS BY DPZ & CO.
FROM SMARTCODE V9.2

1.1 AUTHORITY

1.1.1 The action of Leander, Texas in the adoption of this Code is authorized under the City Charter of the City, Chp. 211 of the Local Government Code; Art. II, Sec. 5 of the Texas Constitution, and General Laws of the State of Texas.

1.1.2 This Unified Development Code ("Code"), as land development regulation, providing both zoning and subdivision standards, is adopted as one of the instruments of implementation of the public purposes and objectives of the Comprehensive Plan. This Code, the Sector Map, and the Transect Map are declared to be in accord with the Comprehensive Plan and ordinances of the City.

1.1.3 This Code, the Sector Map, and the Old Town and Station Transect Map were adopted by vote of the Leander City Council.

1.2 APPLICABILITY

1.2.1 This Code is the mandatory regulation for the area marked on the Sector Map as S1, S2, or S3 , with the exception of the S3 Old Town Sector where the Composite Zoning Ordinance is an option. If the SmartCode is selected, it shall become the sole and mandatory regulation for the property.

1.2.2 Provisions of this Code are activated by "shall" when required; "should" when recommended; and "may" when optional. When recommended, compliance shall be required, unless an alternative is approved by the Planning Director.

1.2.3 The provisions of this Code, when in conflict, shall take precedence over those of other codes, ordinances, regulations and standards of the City of Leander.

1.2.4 The codes and ordinances of the City continue to be applicable to issues not covered by this Code except where those would contradict the Intent Section 1.3, in which case the conflict would be resolved in favor of this Code.

1.2.5 Words and terms used in this Code shall have the meaning given in Chapter 8, and if not defined in Chapter 8, shall take their commonly accepted meanings when used in urban planning. In the event of conflicts between these definitions and those of other codes and ordinances of the City, those of this Code shall take precedence.

1.2.6 The metrics of the text standards and tables are an integral part of this Code. However, the diagrams and illustrations that accompany them shall be considered guidelines.

1.2.7 Where in conflict, numerical metrics shall take precedence over graphic metrics.

1.3 INTENT

The intent of this Code is to enable, encourage and qualify the implementation of the following policies:

1.3.1 **The Area**

a. That the area should retain its natural infrastructure and visual character derived from topography, woodlands, farmlands, and riparian corridors.
b. That growth strategies should encourage infill and redevelopment in parity with new communities.
c. That development should be structured in the neighborhood pattern and, if contiguous to urban areas, be integrated with the existing urban pattern.
d. That the pattern of development should respect historical precedents.
e. That transportation corridors should be planned and reserved in coordination with land use and as directed by the CIP Roads and Major Street Network in the Transect Map.

f. That green corridors and flood plain should be used to define and connect the neighborhoods within the Transect Map and the surrounding urbanized areas.
g. That the area should include a framework of transit, pedestrian, and bicycle systems that provide alternatives to the automobile.

1.3.2 **The Community**

a. That neighborhoods, including downtowns, should be compact, pedestrian-oriented and mixed use.
b. That mixed-use neighborhoods, including downtowns, should be the preferred pattern of development, and that districts specializing in a single use should be the exception.
c. That ordinary activities of daily living should occur within walking distance of most dwellings, allowing independence to those who do not drive.
d. That interconnected networks of thoroughfares should be designed to disperse traffic and reduce the length of automobile trips.
e. That within each pedestrian shed, a range of housing types and price levels should be provided to accommodate diverse ages and incomes.
f. That appropriate building densities and land uses should be provided within walking distance of transit stops.
g. That civic, institutional, and commercial activity should be embedded in neighborhoods, including downtowns, not isolated in remote single-use complexes.
h. That schools should be sized and located to enable children to walk or bicycle to them.
i. That a range of open space including parks, squares, and playgrounds should be distributed within neighborhoods, including downtowns.

1.3.3 **The Block and the Building**

a. That buildings and landscaping should contribute to the physical definition of thoroughfares as civic places.
b. That development should adequately accommodate automobiles while respecting the pedestrian and the spatial form of public areas.
c. That the design of streets and buildings should reinforce safe environments and preserve accessibility.
d. That landscape design should grow from local climate and topography, and that architecture should grow from local climate, topography, history, and building practice.
e. That buildings should provide their inhabitants with a clear sense of geography and climate through energy efficient methods.
f. That civic buildings and public gathering places should be provided as locations that reinforce community identity and support self-government.
g. That civic buildings should be distinctive and appropriate to a role more important than the other buildings that constitute the fabric of the city.
h. That the preservation and renewal of historic buildings should be facilitated, to affirm the continuity and evolution of society.
i. That the harmonious and orderly evolution of urban areas should be secured by the use of this Code
j. That an occupant should be entitled to all authorized functions delineated in this code for the applicable Transect Zone upon the approval of a PUD Plan and a Site Plan.

1.3.4 **Sectors, Community Units, and the Transect**

a. That Sector designations should reflect topographic conditions, existing thor-

oughfares and transit, existing development, and proximity to the rail station.

b. That Community Unit types should vary from each other in composition and urban intensity to provide choices in living environments.
c. That within Community Units, Transect Zones should provide choices in living environments as manifested by distinct physical character.
d. That the Sector, Community Unit, and Transect Zone descriptions on Table 1A, Table 1B, and Table 1C shall constitute the Intent of this Code with regard to the general character of each of these environments.
e. That the Transect Zones are intended for mapping within Community Units, with the exception of T1 and T2, which may occur inside or outside Community Units.
f. That 20 years after the approval of each Transect Map or amendment to the Transect Map, the T3 Zone, T4 Zone, and T5 Zone shall be considered in a public process for succession to the next higher Transect Zone.

1.4 PROCESS

1.4.1 General to all Sectors S1, S2, S3, CD

a. A Sector Map and a Transect Map delineating the location of certain Sectors and Transect Zones respectively, and the standards for each Sector and Transect Zone, have been determined through a process of consultation with stakeholders, recommendations of the Planning and Zoning Commission, and adoption by the Leander City Council. Applications within the Traditional Development Sectors of the Sector Map that require no Warrants or Exceptions, or only Warrants, shall be processed administratively without further recourse to public consultation as is consistent with State law and the City Charter, except for final plat approval by the Planning and Zoning Commission. Any information required by the current application and checklist shall apply.
b. All development within the area covered by the Sector Map is zoned as a Planned Unit Development (“PUD”). The Sector Map, including any approved Transect Zones, and this Code constitute the approved PUD plan.
c. Amendments to the Sector Map or this Code shall follow the process for a zoning ordinance amendment as provided in the Composite Zoning Ordinance.
d. The Planning Director shall advise on the use of this Code and aid in the design of the communities and buildings based on this Code.
e. The Planning Director, or another staff member appointed by the City Manager, shall have jurisdiction over any administrative process authorized under this Code.
f. An applicant may appeal a decision of the Planning Director to the City Council. The City Manager or his or her designee shall provide a written recommendation to the City Council as the appeal is processed.
g. Should a violation of an approved plan occur during construction, the Planning Director may require the owner or developer to stop, remove, and/or mitigate the violation, or require the owner or developer to secure an Exception to cover the violation.

1.4.2 Specific to Traditional Development Sectors S1, S2, S3

a. Owners of parcels regulated by a Traditional Development Sector on the Sector Map may submit Concept Plans for one or more Community Units, or for a Participating Parcel, as prescribed in Chapter 4.

b. Owners of lots already regulated by a Transect Map may submit Site Plans as prescribed in Chapter 6 or, for larger areas, Infill plans as prescribed in Chapter 5.
c. An amendment to the Transect Map is the recorded result of an approved Community Plan. Community Units are comprised of Transect Zones. If a provision of the Sector Map or Transect Map at its boundary conflicts with plans of the City applicable to an abutting area, the conflict will be reconciled by the City Council with preference given to the Sector Map or Transect Map and this Code.
d. Approval of a Concept Plan for one or more Community Units that require Exceptions to this Code shall follow the process for a zoning ordinance amendment as prescribed in the Composite Zoning Ordinance.

1.4.3 **Specific to the Conventional Development Sector CD**

a. Approval of a Concept Plan establishing the land uses and base zoning district(s) and development standards for all properties within the Conventional Development Sector shall follow the process and required information for a PUD zoning ordinance amendment as defined in the Composite Zoning Ordinance.
b. Upon approval of a Concept Plan within the Conventional Development Sector, subsequent development approvals shall follow the requirements of the CD Development Standards and the Composite Zoning Ordinance for Site Development and the Subdivision Ordinance for Preliminary Plat, Construction Plans, and Final Plat.

1.5 VARIANCES

1.5.1 There shall be two levels of Variance: Warranted Variances ("Warrants") and Exceptional Variances ("Exceptions"). Warrants may be granted administratively and Exceptions may be granted upon the approval of an Amended PUD Plan by the City Council, after it receives the recommendation of the Planning and Zoning Commission, or by the Board of Adjustment following the procedure for a Variance in the Composite Zoning Ordinance.

1.5.2 A Warrant is a ruling that would permit a practice that is not consistent with a specific provision of this Code, but is justified by the provisions of Section 1.3 Intent. Regulations available for Warrants are listed in this Code. In addition, any metric (measurable) regulation is available for a Warrant.

1.5.3 Exceptions permit a practice that is not consistent with a provision nor the Intent of this Code (Section 1.3).

1.5.4 The request for an Exception shall not subject the entire application to public hearing, but only that portion necessary to rule on the issue under consideration.

1.5.5 Warrants and Exceptions shall be considered unique and shall not set precedent for others.

1.6 INCENTIVES

1.6.1 To encourage development within the Traditional Development Sectors, the City Council authorizes the following incentives for the use of this Code, to the extent authorized by City Charter and State law:

a. Any required traffic impact analysis shall be waived.
b. Within Old Town, site development on four or fewer lots is exempt from roadway improvements required by the Roadway Adequacy ordinance, but shall

be required to comply with the right-of-way dedication requirements of that ordinance.

c. Within Old Town, site development on four or fewer lots adjacent to a public alley is not required to pave the alley.

d. Within Old Town, parking lots for site development on four or fewer lots may use crushed granite with a concrete curb in lieu of a paved surface.

e. Within Old Town, on individual lots that do not have a principal building, temporary buildings that meet the building material requirements of Chapter 6 are permitted for a period of up to two years.

1.7 ALTERNATIVE AND SAVINGS PROVISIONS

1.7.1 Should any section or provision of this Code be declared by the Courts to be unconstitutional or invalid, such decision shall not affect the validity of the Code as a whole or any part thereof other than the part so declared to be unconstitutional or invalid.

Table 1A: Intent - Sectors. This table provides descriptions of the general character of each Sector, as part of the Intent Section 1.3. The Community Units described on Table 1B are available for New Community planning within these Sectors, as prescribed in Chapter 2 and Chapter 4.

Traditional Development Sectors:

S1: The S1 General Sector has relatively flat terrain suitable for compact villages or neighborhoods connected to each other and Leander Station and/or Old Town by thoroughfares, including paths and trails.

S2: The S2 Station Sector has relatively flat terrain within approximately half-mile of the Leander Station, suitable for transit-oriented development.

S3: The S3 Old Town Sector is the original center of Leander. The terrain is flat and the development pattern is a compact small town with a center consisting of numerous civic and commercial buildings, surrounded by houses. The Old Town Sector is suitable for infill development, urban succession, urban expansion, and pedestrian and bicycle connections to Leander Station.

Other:

CD: The CD Conventional Development Sector is mostly separated from the transit station and Old Town by major thoroughfares. Though it accommodates conventional single-use development, compact walkable villages and neighborhoods are also appropriate.

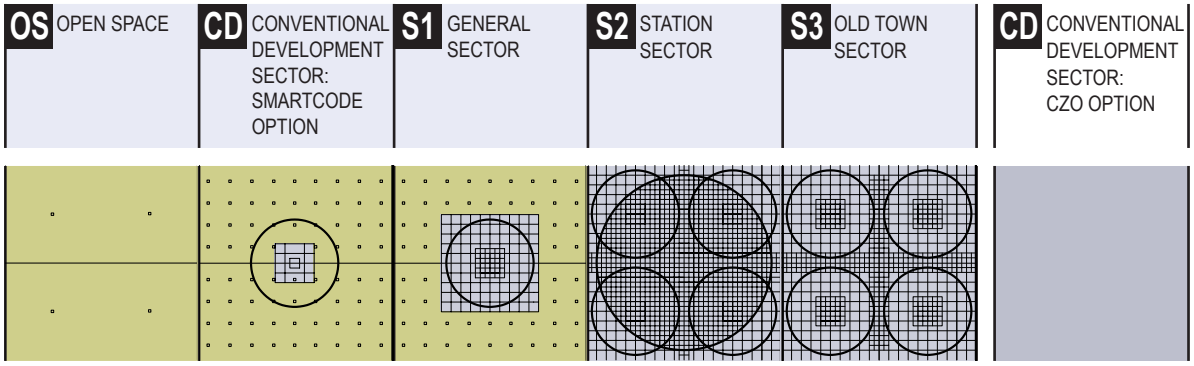
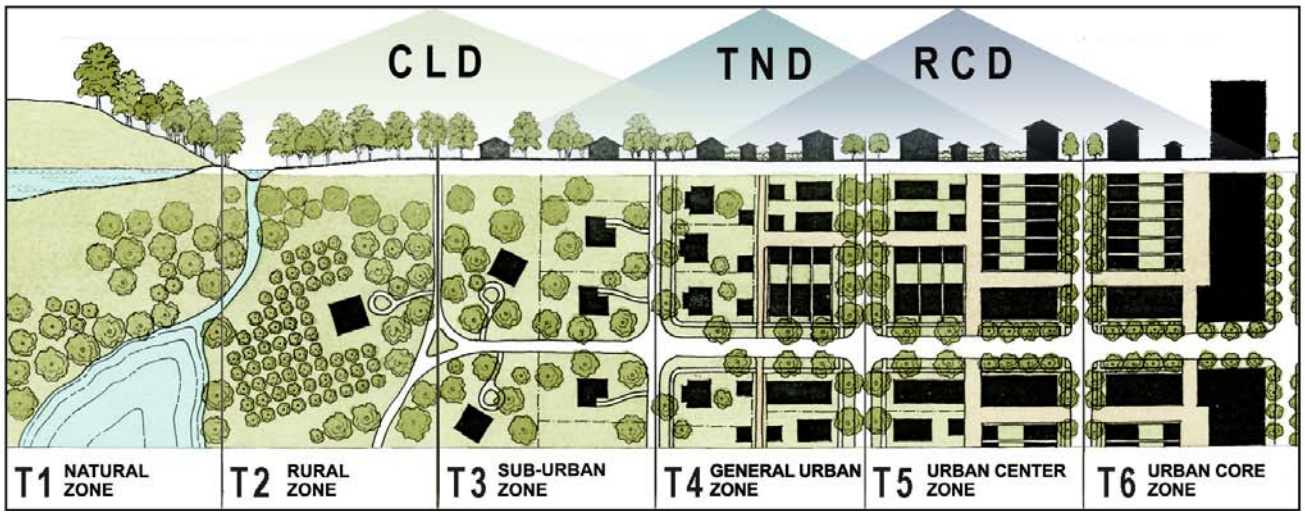


Table 1B: Intent - Community Units - This table provides descriptions of the general character of each Community Unit, as part of the Intent Section 1.3.

Community Units Containing Transect Zones



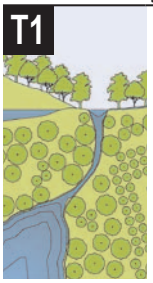
CLD: A Clustered Land Development, also known as a cluster or conservation development, is a compact rural settlement with significant open land incorporated into its design. It is a small village or tiny town consisting of houses and a small center that consists of a general store, meeting hall, church, and/or village green. It is usually 20 to 60 acres with half or less of the land developed.

TND: A Traditional Neighborhood Development is a complete village, small town, or neighborhood that has its own village center, town square, central plaza, or Main Street within walking distance of most residences. It provides a variety of residential types including single-family houses, duplexes, small apartment buildings, and, in the center, mixed-use buildings such as live-work units and shops, and civic buildings. It has playgrounds and other civic spaces scattered throughout the community. It is usually 40 to 160 acres with most of the land developed.

RCD: A Regional Center Development is a very urban town or city center with several blocks of Main Street functions within walking distance of most residences. Most of the buildings in the center of an RCD are mixed use with commercial on the ground floor. If one-story commercial buildings are present, they are relatively high or have Western false fronts to help hold the “outdoor room” of the street space. The RCD also provides several of the more urban dwelling types, including some houses on small lots, duplexes, townhouses, apartment buildings, and, in the center, mixed-use buildings such as live-work units and apartments over commercial. It has playgrounds and other civic spaces scattered throughout the community. It is oriented toward a train station or other transit, and is usually 60 to 640 acres with most of the land developed.

Table 1C: Intent - Transect Zones. This table provides descriptions of the general character of each Transect Zone, as part of Intent Section 1.3. Transect Zones are intended for mapping within Community Units, with the exception of T1 and T2, which may occur inside or outside Community Units.

T1



NATURAL ZONE

T1 Natural Zone consists of lands approximating or reverting to a wilderness condition, including lands unsuitable for settlement due to topography, hydrology or vegetation.

General Character:	natural landscape with some agricultural use
Building Placement:	n/a
Frontage Types:	n/a
Typical Building Height:	n/a
Civic Space Types:	parks, greenways
Thoroughfare Types:	rural roads, highways, parkways, bikeways

T2

RURAL ZONE

T2 Rural Zone consists of sparsely settled lands in open or cultivated states. These include woodland, agricultural land, grassland, and irrigable desert. Typical buildings are farmhouses, agricultural buildings, cabins, and villas.

General Character:	primarily agricultural with woodland & wetland and scattered buildings
Building Placement:	variable setbacks
Frontage Types:	n/a
Typical Building Height:	1- to 2-story
Civic Space Types:	parks, greenways
Thoroughfare Types:	roads, bikeways

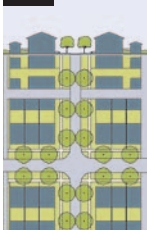
T3

SUB-URBAN ZONE

T3 Sub-Urban Zone consists of low density residential areas, adjacent to higher zones that have some mixed use. It has home occupations and outbuildings. Planting is naturalistic and setbacks are relatively deep. Blocks tend to be large and the roads irregular to accommodate natural conditions.

General Character:	landscaped yards surrounding detached houses; pedestrians occasionally; naturalistic tree planting
Building Placement:	deep and variable front and side yard setbacks
Frontage Types:	porches, fences, dooryards
Typical Building Height:	1- to 2-story
Civic Space Types:	parks, greens, greenways, playgrounds
Thoroughfare Types:	roads, streets, avenues, bikeways

T4

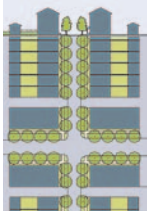


GENERAL URBAN ZONE

T4 General Urban Zone consists of a mixed use but primarily residential urban fabric. It includes a wide range of building types: detached, semi-detached, rowhouses, and small apartment buildings. Setbacks and landscaping are variable. Streets with curbs and sidewalks define medium-sized blocks.

General Character:	mix of houses, townhouses & small apartment buildings, with scattered commercial activity; balance between landscape and buildings; presence of pedestrians
Building Placement:	shallow to medium front and side yard setbacks
Frontage Types:	porches, fences, dooryards
Typical Building Height:	1- to 3-story with a few taller apartment buildings
Civic Space Types:	squares and greens, pocket parks, playgrounds
Thoroughfare Types:	streets, avenues, boulevards, bikeways

T5

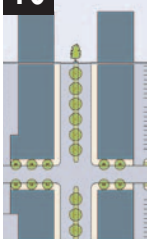


URBAN CENTER ZONE

T5 Urban Center Zone consists of higher density mixed use development that accommodates retail, offices, rowhouses, and apartments. It has a tight network of streets, with wide sidewalks, steady street tree planting, and buildings set close to the sidewalks.

General Character:	Shops with apartments and office above; townhouses, larger apartment houses, live-works, and civic buildings; predominantly attached buildings; trees within the public right-of-way; substantial pedestrian activity, frequent retail frontages
Building Placement:	shallow setbacks or none; buildings oriented to street defining a street
Frontage Types:	stoops, shopfronts, galleries
Typical Building Height:	2- to 4-story with some single story
Civic Space Types:	plazas and squares, pocket parks, playgrounds
Thoroughfare Types:	streets, commercial streets, avenues, boulevards, bikeways

T6



URBAN CORE ZONE

T6 Urban Core Zone consists of the highest density and height, with the greatest variety of uses, and civic buildings of regional importance. It tends to have larger blocks; streets have steady street tree planting, and buildings are set close to wide sidewalks. Typically only large towns and cities have an Urban Core Zone.

General Character:	medium to high-density mixed use buildings, entertainment, civic and cultural uses. Attached buildings forming continuous street wall; trees within public right-of-way; highest pedestrian and transit activity
Building Placement:	shallow setbacks or none; buildings oriented to street, defining a street
Frontage Types:	stoops, forecourts, shopfronts, galleries and arcades
Typical Building Height:	4-8 story with a few shorter buildings
Civic Space Types:	plazas and squares, pocket parks, playgrounds
Thoroughfare Types:	streets, commercial streets, avenues, boulevards, bikeways

2.1 INSTRUCTIONS

2.1.1 This Chapter governs the interpretation of the Sector Map for all property in the S1, S2, S3, and CD Sectors.

2.1.2 Sectors are comprised of open space and growth areas. Growth areas are intended for the development of New Communities, prescribed in Chapter 4, or Infill and Redevelopment, prescribed in Chapter 5. Each Community Unit is comprised of Transect Zones, whose elements are prescribed in Chapter 6.

2.1.3 Upon approval of plans prepared according to Chapter 4 or Chapter 5, the Sector designation(s) for the plan area shall be replaced by the new Transect Zones.

2.2 (S1) GENERAL SECTOR

2.2.1 The General Sector is assigned to the areas that can support mixed use because of their proximity to the Station Sector or proximity to the Old Town Sector, and their proximity to an existing or planned thoroughfare.

2.2.2 Within the General Sector, only communities in the pattern of Traditional Neighborhood Development (TND) shall be permitted.

2.3 (S2) STATION SECTOR

2.3.1 The Station Sector is assigned to the approximate area within an average half-mile walk of the Leander rail station. This area can support substantial mixed use because of its proximity to existing regional thoroughfares and transit.

2.3.2 Within the Station Sector, only communities in the pattern of Regional Center Development (RCD) shall be permitted by right.

2.4 (S3) OLD TOWN SECTOR

2.4.1 The Old Town Sector is mapped with Transect Zones for the existing urbanized center of Leander.

2.5 (CD) CONVENTIONAL DEVELOPMENT SECTOR

2.5.1 Conventional Development designations are assigned to two types of areas:

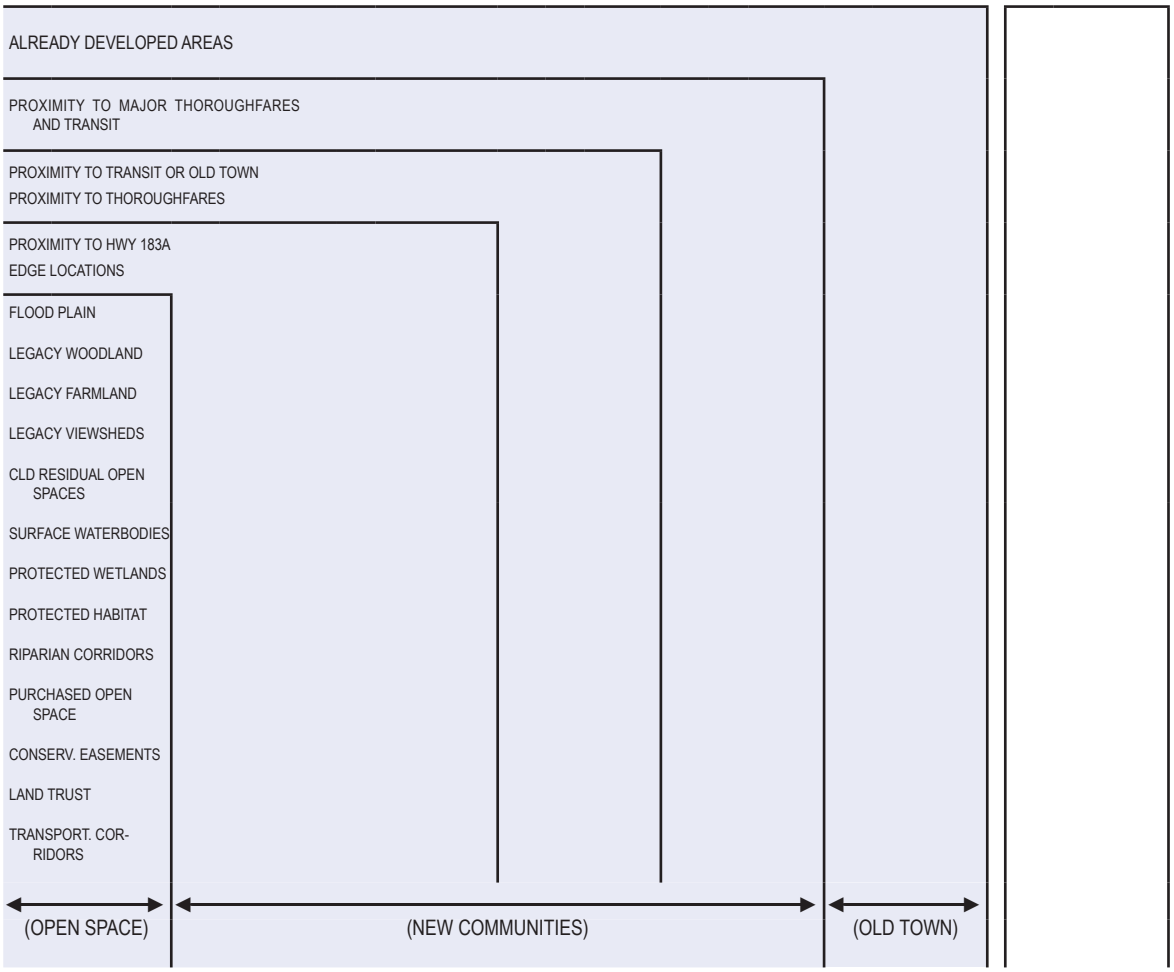
(a) locations adjacent to Highway 183A that are conducive to commercial and mixed use auto-oriented development patterns but not currently suitable for walkable patterns.

(b) edge locations that already have conventional auto-dependent residential development in or near them, or have been identified as more conducive to conventional development patterns.

2.5.2 The provisions of the CD Development Standards of this code, the Composite Zoning Ordinance, and the Subdivision Ordinance, as amended, shall apply to the CD Sector.

2.5.3 As an option, developers may use this SmartCode to design communities in the pattern of Clustered Land Development (CLD) or Traditional Neighborhood Development (TND) as provided in Article 4. If the SmartCode is elected, it shall be applied in its entirety for the CLD or TND, and not mixed with another code.

TABLE 2A: Sector, Community Unit & Transect Zone Allocation. Table 2A identifies the conditions, including both natural features and man-made infrastructure, that suggest areas suitable for preservation and/or development. This table also identifies Community Unit types of various intensities that are appropriate in specific Sectors, and allocates ranges of Transect Zones within each Community Unit.



SECTORS	OS OPEN SPACE	CD CONVENTIONAL DEVELOPMENT SECTOR SMARTCODE OPTION		S1 GENERAL SECTOR	S2 STATION SECTOR	S3 OLD TOWN SECTOR	CD CD SECTOR CZO OPTION
COMMUNITY UNITS		CLD OPTION	TND OPTION	TND	RCD		
TRANSECT ZONE ALLOCATION WITHIN EACH COMMUNITY UNIT							
T1		50% MIN	PERMITTED	PERMITTED	NOT PERMITTED		
T2							
T3		10 - 30%	10 - 30%	10 - 30%	NOT PERMITTED	VARIABLE	
T4		20 - 40%	30 - 60%	30 - 60%	10 - 30%	VARIABLE	
T5			10 - 30%	10 - 30%	10 - 30%	VARIABLE	
T6					40 - 80%		

3.1 INSTRUCTIONS

3.1.1 This Chapter applies to thoroughfares and Civic Zones. In both New Communities (Chapter 4) and Infill (Chapter 5), these are generally mapped after determining the locations of Transect Zones.

3.1.2 Thoroughfares are intended for use by vehicular, bicycle, and pedestrian traffic to provide access to lots and Civic Spaces. Thoroughfares shall generally consist of Vehicular Lanes and Public Frontages.

3.1.3 Civic Spaces are intended primarily for use by pedestrians and bicyclists.

3.1.4 Thoroughfares and Civic Spaces shall be designed in context with their Transect Zones. Thoroughfares shall be designed for the target speed of the Transect Zones through which they pass. The Public Frontages of thoroughfares that pass from one Transect Zone to another should be adjusted accordingly or, alternatively, the Transect Zone may follow the alignment of the thoroughfare to the depth of one lot, retaining a single Public Frontage throughout its trajectory. See Table 3D.

3.1.5 Within the more urban zones (T3, T4, T5, T6), pedestrian comfort shall be a primary consideration of the thoroughfare. Design conflict between vehicular and pedestrian movement generally shall be decided in favor of the pedestrian.

3.1.6 All new thoroughfares shall terminate at other thoroughfares, forming a network. Cul-de-sacs, dead-ends, and hammerheads shall be subject to approval by Warrant to accommodate specific site conditions only. Such conditions are limited to impassable or uncrossable waterways, hillsides, or existing infrastructure blocking connection to another vehicular thoroughfare. Vehicular thoroughfares that cannot connect by virtue of the aforementioned site conditions shall be connected to another vehicular thoroughfare by a bikeway, path, or trail.

3.1.7 Each lot shall enfront a vehicular thoroughfare or Civic Space, except that 20% of the lots within each Transect Zone may enfront a pedestrian passage. Lots that enfront more than one vehicular thoroughfare, Civic Space, or pedestrian passage shall comply with the Private Frontage Standards of Table 6C on each frontage.

3.1.8 On a Preliminary Plat, B-Streets may be designated that are exempted by Warrant from one or more of the specified Public Frontage or Private Frontage requirements. See Chapter 4 Special Requirements.

3.1.9 A bikeway network consisting of Bicycle Trails, Bicycle Routes and Bicycle Lanes should be provided throughout the community. The community bicycle network should be connected to existing or proposed regional networks wherever possible.

3.1.10 Dimensions and details for paths and bikeways shall be approved by Warrant.

3.1.11 Within Special Districts, the standards for thoroughfares and Civic Spaces shall be determined by Exception.

3.1.12 Rear Alleys shall be required in New Communities in T4, T5, and T6, with Rear Lanes also permitted in T4.

3.1.13 Stormwater management on thoroughfares shall be accomplished primarily through pipes or infiltration, by retention or detention in vegetated swales or tree trenches in the public frontage or median, and/or by channeling with raised curbs, as appropriate to the thoroughfare type.

3.1.14 Stormwater management on thoroughfares and lots shall be accomplished primarily through underground drainage channeled by raised curbs. There shall be no retention or detention required on the individual lots unless regional options are unavailable. If regional options are unavailable, temporary detention and retention may be required.

3.2 THOROUGHFARES - VEHICULAR LANES

3.2.1 General to all zones T1, T2, T3, T4, T5, T6

a. Thoroughfares may include vehicular lanes in a variety of widths for moving and for parked vehicles, and bicycles. Vehicular Lane elements are provided on Table 3B and Table 3C and are available by right. Complete new assemblies (Vehicular Lanes and Public Frontage) created from Table 3B, Table 3C, Table 3D, and/or Table 3E are subject to review by Warrant.

b. Retrofit of existing lanes may be accomplished by restriping, changing one-way thoroughfares to two-way, reducing turning radii, adding on-street parking, changing parallel parking to diagonal, and/or removing pavement width by adding bioretention areas or planting strips.

3.3 THOROUGHFARES - PUBLIC FRONTAGES

3.3.1 General to all zones T1, T2, T3, T4, T5, T6

a. The Public Frontage contributes to the character of the Transect Zone, and includes the types of bikeways, curbs, planters, street trees, and sidewalks.

b. Public Frontage elements are provided on Table 3D and Table 3E and are available by right. Complete new assemblies (Vehicular Lanes and Public Frontage) created from Table 3B, Table 3C, Table 3D, and/or Table 3E are subject to review by Warrant.

c. Within the Public Frontages, the prescribed types of Public Planting and Public Lighting shall be as shown in Table 4C, Table 4D, Table 4G and Table 4H. The spacing may be adjusted by Warrant to accommodate specific site conditions.

d. Retrofit of existing thoroughfares may be accomplished in the Public Frontage by widening sidewalks, adding trees, and/or adding bioretention areas or planting strips. See Table 4G Thoroughfare Assemblies.

3.3.2 Specific to zones T1, T2, T3

a. The Public Frontage shall include trees of various species, naturalistically clustered, as well as understory.

b. The introduced landscape shall consist primarily of native species requiring minimal irrigation, fertilization and maintenance, and depressed planting areas that can provide rainwater infiltration where useful.

3.3.3 Specific to zone T4

a. The Public Frontage shall include trees planted in a regularly-spaced allee pattern of single or alternated species with shade canopies of a height that, at maturity, clears at least one story.

b. Planting strips and medians should be depressed to facilitate rainwater infiltration.

3.3.4 Specific to zones T4, T5, T6

a. The introduced landscape shall consist primarily of durable species tolerant of soil compaction.

3.3.5 Specific to zones T5, T6

a. The Public Frontage shall include trees planted in a regularly-spaced allee pattern with shade canopies of a height that, at maturity, clears at least one story. At retail frontages, the spacing of the trees may be irregular, to avoid visually obscuring the shopfronts.

3.4 CIVIC ZONES

3.4.1 General

a. Civic Zones dedicated for public use shall be required for each Community Unit and designated on the Transect Map as Civic Space (CS), Civic Building (CB), or more generally Civic Zone (CZ).
b. A Civic Zone may be permitted by Warrant if it does not occupy more than 20% of a Pedestrian Shed, otherwise it is subject to the creation of a Special District. See Section 3.5.
c. Any single Civic Space large enough to fall under a Special District designation, and/or wholly or partially within an area already designated as parkland on the City Parks, Recreation & Open Space Master Plan, shall be considered in a public process per Section 61 Park Land Dedication and Park Improvements section of the Subdivision Ordinance.
d. The Civic Space requirements of this Code shall satisfy the requirement for the dedication of parkland pursuant to the Park Land Dedication and Park Improvements section of the Subdivision Ordinance, but park improvement fees as required therein shall still apply.
e. Right-of-way for all Primary and Secondary Trails identified on the Transportation Plan are required to be dedicated as Civic Space.

3.4.2 Civic Space (CS) General to zones T3, T4, T5, T6

a. Civic Spaces shall be assigned to a minimum of 5% cumulatively of the area of each Community Unit.
b. Any new Civic Spaces shall be designed in context with Transect Zones as generally described in Table 3F and approved by the Planning Director.
c. Each Pedestrian Shed shall contain one main Civic Space at minimum. The main Civic Space shall be within 800 feet of the geographic center of each Pedestrian Shed, unless topographic conditions, pre-existing thoroughfare alignments or other circumstances prevent such location.
d. A Civic Space designed and equipped as a playground shall be provided within 800 feet of 75% minimum of the residential units within the Pedestrian Shed.
e. Each Civic Space shall have 50% minimum of its perimeter enfronting a thoroughfare, except for playgrounds and pocket parks.
f. Civic Spaces may be permitted within Special Districts by Warrant.

3.5 CIVIC SPACE SPECIAL DISTRICTS (SD)

3.5.1 Special District designations shall be assigned to Civic Spaces that, by their intrinsic size, function, or form, cannot conform to the requirements of their Transect Zone(s).

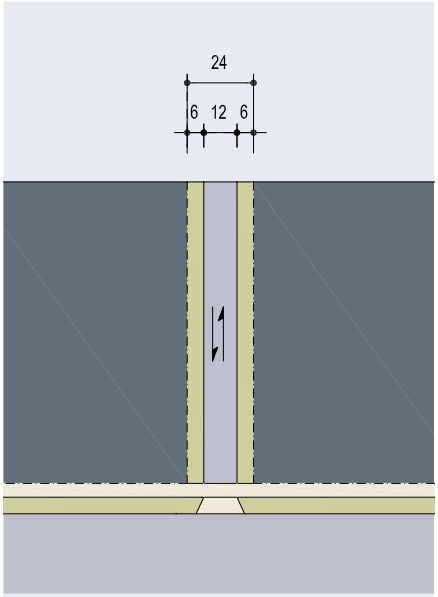
Table 3A: Thoroughfare Assemblies. The assemblies of Table 3A are pre-approved and may be used in New Communities or for Infill & Redevelopment by right. Changes to these assemblies are subject to review by Warrant. The first two letters designate the thoroughfare type. The second two designate the Right-Of-Way width. The final two numbers designate the paving width from curb to curb (inside face).

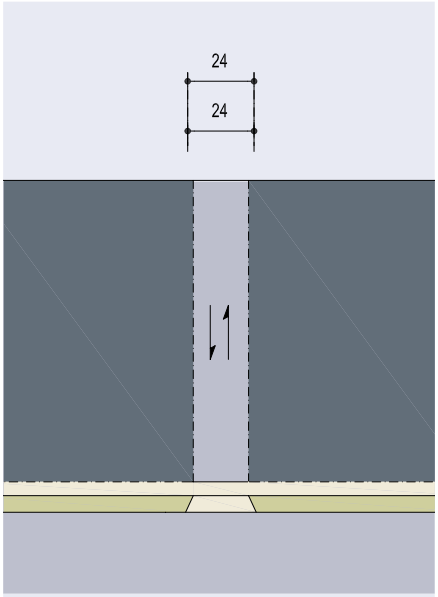
KEY **ST-57-20**

- Thoroughfare Type
- Right of Way Width
- Pavement Width

THOROUGHFARE TYPES

Rear Lane:	RL
Rear Alley:	RA
Road:	RD
Street:	ST
Commercial Street:	CS
Avenue:	AV
Boulevard:	BV
Drive:	DR
Path:	PT
Passage:	PS



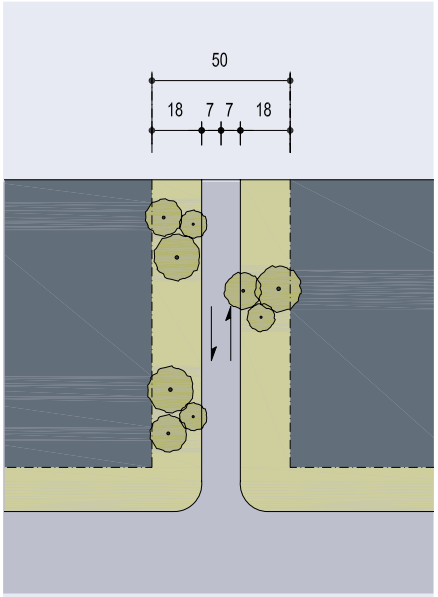


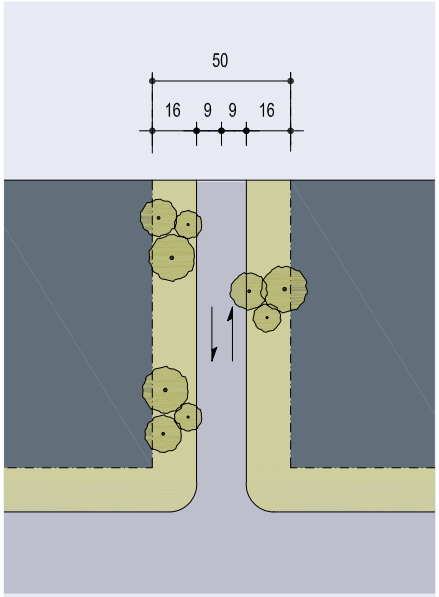
	RL-24-12	RA-24-24
Thoroughfare Type	Rear Lane	Rear Alley
Transect Zone Assignment	T3, T4	T4, T5, T6
Right-of-Way Width	24 feet	24 feet
Pavement Width	12 feet	24 feet
Movement	Yield Movement	Slow Movement
Design Speed	10 MPH	10 MPH
Traffic Lanes	n/a	n/a
Parking Lanes	None	None
Pavement Radius	Taper	Taper
Walkway Type	None	None
Planter Type	None	None
Curb Type	Inverted Crown	Inverted Crown or Roll Curb at Edges
Planting Type	None	None

KEY **ST-57-20**

Thoroughfare Type
Right of Way Width
Pavement Width

Rear Lane:	RL
Rear Alley:	RA
Road:	RD
Street:	ST
Commercial Street:	CS
Avenue:	AV
Boulevard:	BV
Drive:	DR
Path:	PT
Passage:	PS





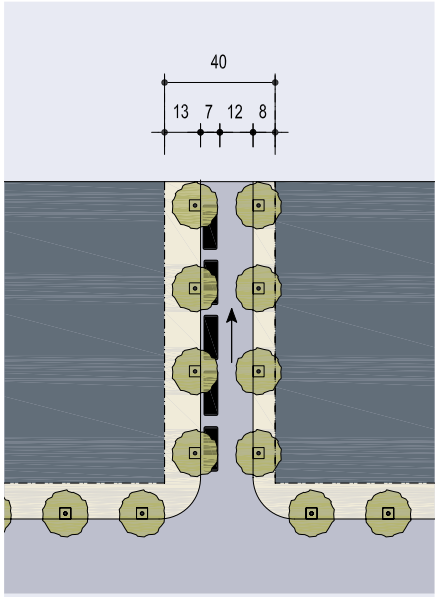
	RD-50-14	RD-50-18
Thoroughfare Type	Road	Road
Transect Zone Assignment	T1, T2, T3	T1, T2, T3
Right-of-Way Width	50 feet	50 feet
Pavement Width	14 feet	18 feet
Movement	Yield Movement	Slow Movement
Design Speed	15 MPH	15 MPH
Traffic Lanes	2 lanes	2 lanes
Parking Lanes	None	None
Pavement Radius	25 feet	25 feet
Walkway Type	Path optional	Path optional
Planter Type	Continuous Swale	Continuous Swale
Curb Type	Swale	Swale
Planting Type	Trees clustered	Trees clustered

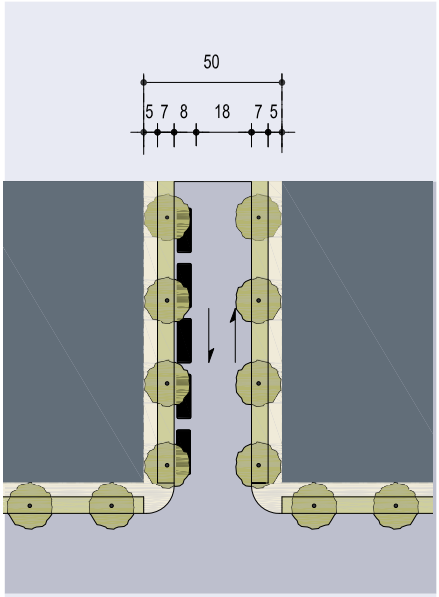
TABLE 3A. THOROUGHFARE ASSEMBLIES (CONT.)

KEY **ST-57-20**

Thoroughfare Type
Right of Way Width
Pavement Width

Rear Lane:	RL
Rear Alley:	RA
Road:	RD
Street:	ST
Commercial Street:	CS
Avenue:	AV
Boulevard:	BV
Drive:	DR
Path:	PT
Passage:	PS



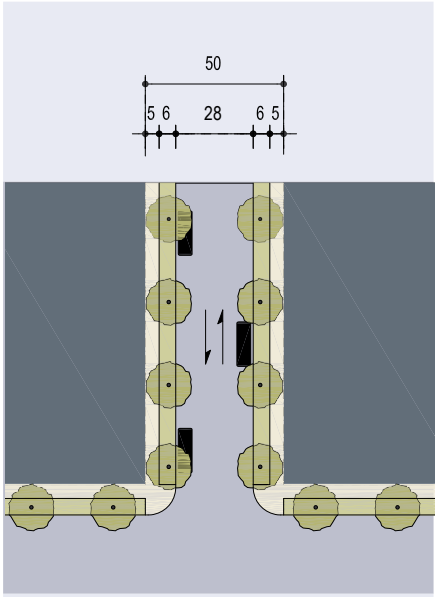


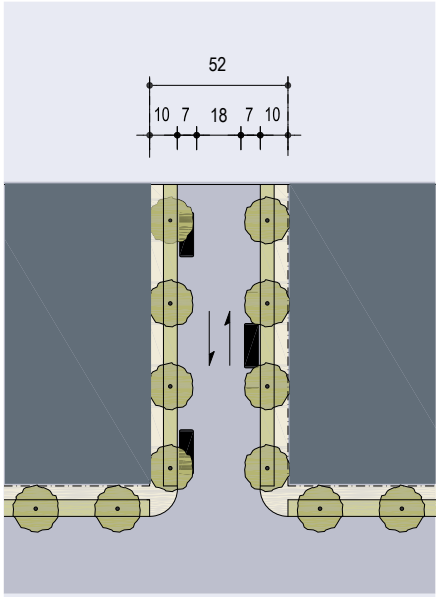
	ST-40-19	ST-50-26
Thoroughfare Type	Street	Street
Transect Zone Assignment	T5, T6	T4, T5, T6
Right-of-Way Width	40 feet	50 feet
Pavement Width	19 feet	26 feet
Movement	Slow Movement	Free Movement
Design Speed	20 MPH	20 MPH
Traffic Lanes	1 lane, one way	2 lanes
Parking Lanes	One side @ 7 feet marked	One side @ 8 feet marked
Pavement Radius	15 feet	10 feet
Walkway Type	13/8 foot Sidewalk	5 foot Sidewalk
Planter Type	4x4 tree well	7 foot continuous Planter
Curb Type	Curb	Curb
Planting Type	Trees at 30 feet o.c. Avg.	Trees at 30 feet o.c. Avg.

KEY **ST-57-20**

Thoroughfare Type
Right of Way Width
Pavement Width

Rear Lane:	RL
Rear Alley:	RA
Road:	RD
Street:	ST
Commercial Street:	CS
Avenue:	AV
Boulevard:	BV
Drive:	DR
Path:	PT
Passage:	PS





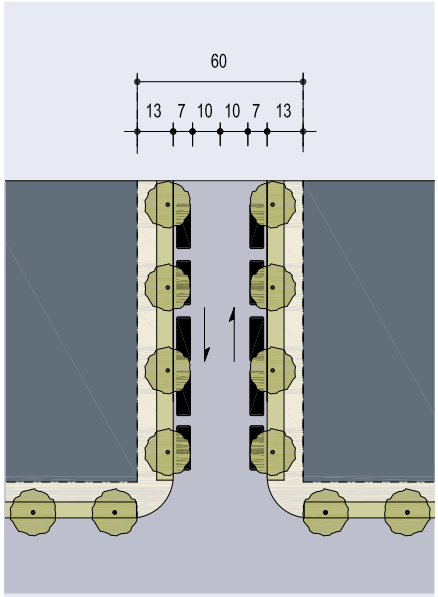
	ST-50-28	ST-52-32
Thoroughfare Type	Street	Street
Transect Zone Assignment	T4, T5, T6	T3, T4
Right-of-Way Width	50 feet	52 feet
Pavement Width	28 feet	32 feet
Movement	Yield Movement	Slow Movement
Design Speed	20 MPH	20 MPH
Traffic Lanes	2 lane	2 lanes
Parking Lanes	Both sides @ 8 feet unmarked	Both sides @ 7 feet unmarked
Pavement Radius	10 feet	10 feet
Walkway Type	5 foot Sidewalk	5 foot Sidewalk
Planter Type	6 foot continuous Planter	5 foot continuous Planter
Curb Type	Curb	Curb
Planting Type	Trees at 30 feet o.c. Avg.	Trees at 30 feet o.c. Avg.

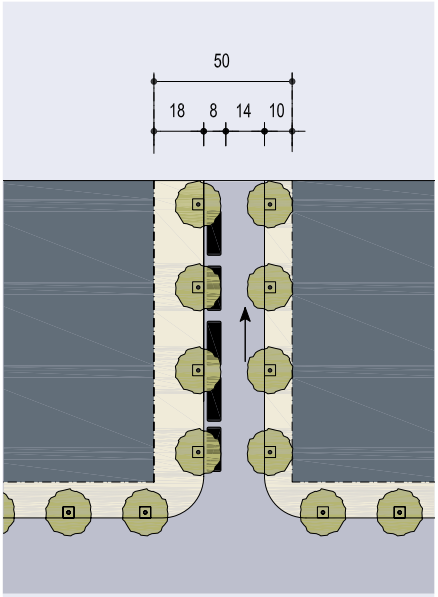
TABLE 3A. THOROUGHFARE ASSEMBLIES (CONT.)

KEY **ST-57-20**

Thoroughfare Type
Right of Way Width
Pavement Width

Rear Lane:	RL
Rear Alley:	RA
Road:	RD
Street:	ST
Commercial Street:	CS
Avenue:	AV
Boulevard:	BV
Drive:	DR
Path:	PT
Passage:	PS



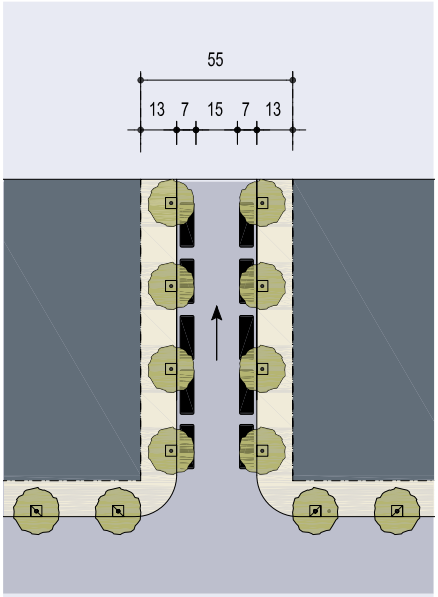


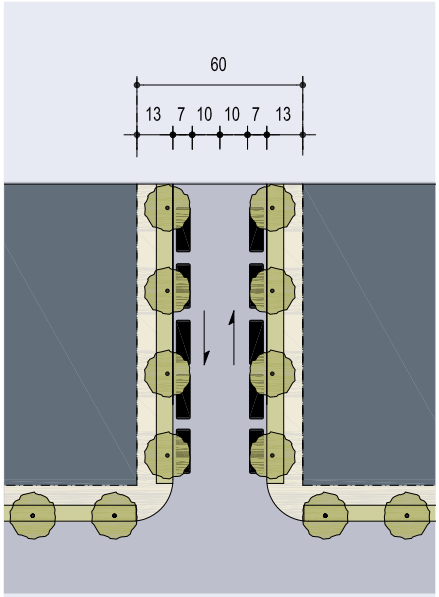
	ST-60-34	CS-50-22
Thoroughfare Type	Street	Commercial Street
Transect Zone Assignment	T3, T4, T5	T5, T6
Right-of-Way Width	60 feet	50 feet
Pavement Width	34 feet	22 feet
Movement	Slow Movement	Slow Movement
Design Speed	20 MPH	20 MPH
Traffic Lanes	2 lanes	1 lane, one way
Parking Lanes	Both Sides @ 7 feet marked	One side @ 8 feet marked
Pavement Radius	15 feet	15 feet
Walkway Type	6 foot Sidewalk	18/10 foot Sidewalk
Planter Type	7 foot continuous Planter	4x4 tree well
Curb Type	Curb	Curb
Planting Type	Trees at 30 feet o.c. Avg.	Trees at 30 feet o.c. Avg.

KEY **ST-57-20**

Thoroughfare Type
Right of Way Width
Pavement Width

Rear Lane:	RL
Rear Alley:	RA
Road:	RD
Street:	ST
Commercial Street:	CS
Avenue:	AV
Boulevard:	BV
Drive:	DR
Path:	PT
Passage:	PS





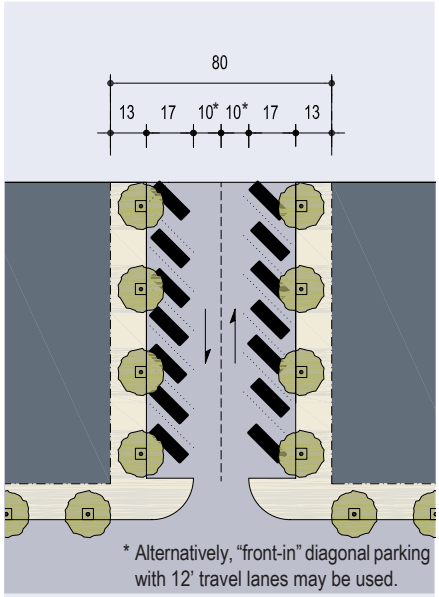
	CS-55-29	CS-60-34
Thoroughfare Type	Commercial Street	Commercial Street
Transect Zone Assignment	T5, T6	T5, T6
Right-of-Way Width	55 feet	60 feet
Pavement Width	29 feet	34 feet
Movement	Slow Movement	Slow Movement
Design Speed	20 MPH	20 MPH
Traffic Lanes	1 lane, one way	2 lanes
Parking Lanes	Both sides @ 7 feet marked	Both sides @ 7 feet marked
Pavement Radius	15 feet	10 feet
Walkway Type	13 foot Sidewalk	13 foot Sidewalk
Planter Type	4x4 tree well	4x4 tree well
Curb Type	Curb	Curb
Planting Type	Trees at 30 feet o.c. Avg.	Trees at 30 feet o.c. Avg.

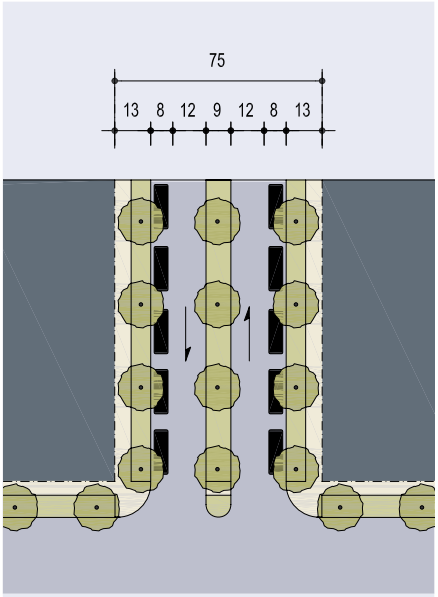
TABLE 3A. THOROUGHFARE ASSEMBLIES (CONT.)

KEY **ST-57-20**

- Thoroughfare Type
- Right of Way Width
- Pavement Width

Rear Lane:	RL
Rear Alley:	RA
Road:	RD
Street:	ST
Commercial Street:	CS
Avenue:	AV
Boulevard:	BV
Drive:	DR
Path:	PT
Passage:	PS



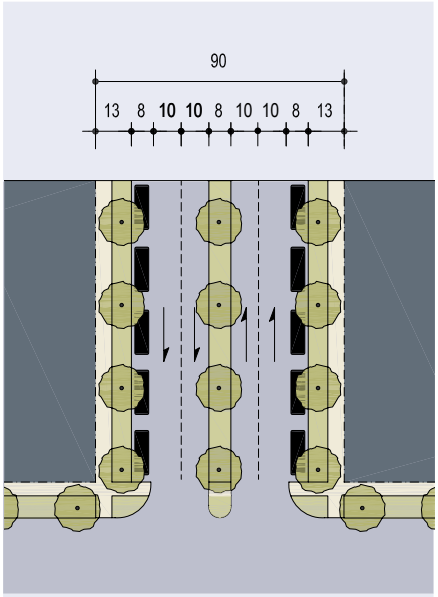


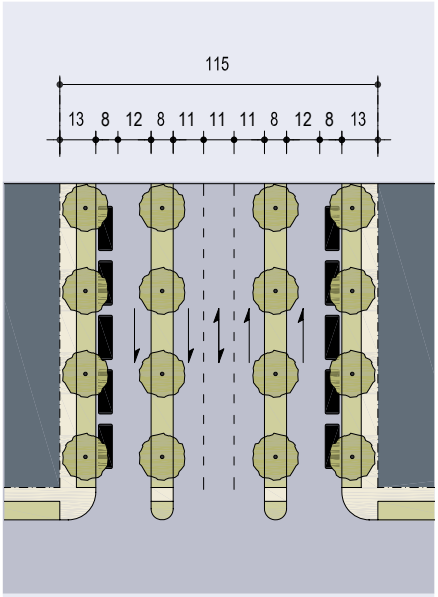
	CS-80-54	AV-75-40
Thoroughfare Type	Commercial Street	Avenue
Transect Zone Assignment	T5, T6	T3, T4, T5
Right-of-Way Width	80 feet	75 feet
Pavement Width	54 feet	40 feet total
Movement	Slow Movement	Slow Movement
Design Speed	25 MPH	25 MPH
Traffic Lanes	2 lanes	2 lanes
Parking Lanes	Both sides angled @ 17 feet marked	Both sides @ 8 feet marked
Pavement Radius	10 feet	10 feet
Walkway Type	13 foot Sidewalk	6 foot Sidewalk
Planter Type	4x4 tree well	7 foot continuous Planter
Curb Type	Curb	Curb or Swale
Planting Type	Trees at 30 feet o.c. Avg.	Trees at 30 feet o.c. Avg.

KEY **ST-57-20**

Thoroughfare Type
Right of Way Width
Pavement Width

Rear Lane:	RL
Rear Alley:	RA
Road:	RD
Street:	ST
Commercial Street:	CS
Avenue:	AV
Boulevard:	BV
Drive:	DR
Path:	PT
Passage:	PS





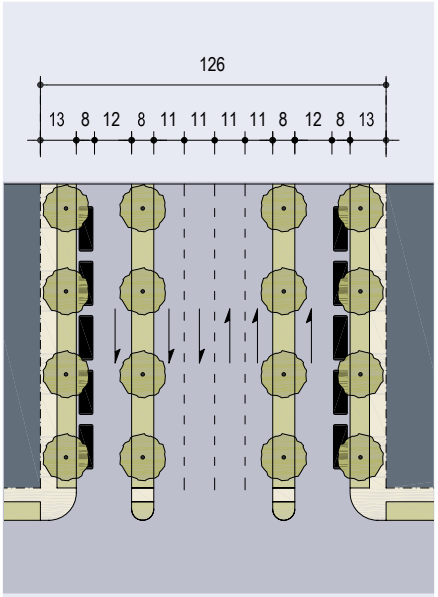
	AV-90-56	BV-115-33
Thoroughfare Type	Avenue	Boulevard
Transect Zone Assignment	T3, T4, T5	T5, T6
Right-of-Way Width	90 feet	115 feet
Pavement Width	56 feet total	20 feet - 33 feet - 20 feet
Movement	Slow Movement	Free Movement (inner lanes)
Design Speed	25 MPH	35 MPH
Traffic Lanes	4 lanes	3 lanes, one turning lane & two one-way slip roads
Parking Lanes	Both sides @ 8 feet marked	8 feet
Pavement Radius	10 feet	10 feet
Walkway Type	6 foot Sidewalk	6 foot Sidewalk
Planter Type	7 foot continuous Planter	7 foot continuous Planter
Curb Type	Curb or Swale	Curb
Planting Type	Trees at 30 feet o.c. Avg.	Trees at 30 feet o.c. Avg.

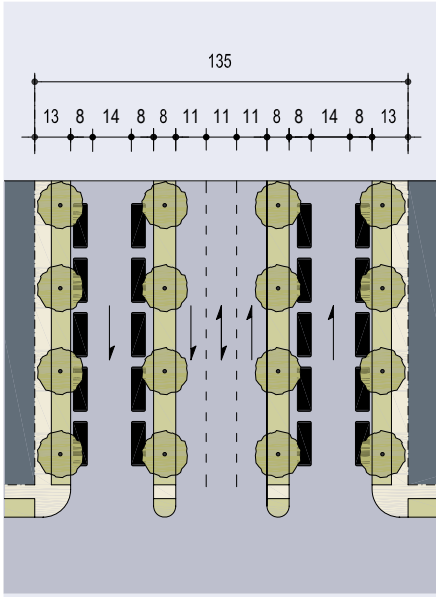
TABLE 3A .THOROUGHFARE ASSEMBLIES (CONT.)

KEY **ST-57-20**

- Thoroughfare Type
- Right of Way Width
- Pavement Width

Rear Lane:	RL
Rear Alley:	RA
Road:	RD
Street:	ST
Commercial Street:	CS
Avenue:	AV
Boulevard:	BV
Drive:	DR
Path:	PT
Passage:	PS





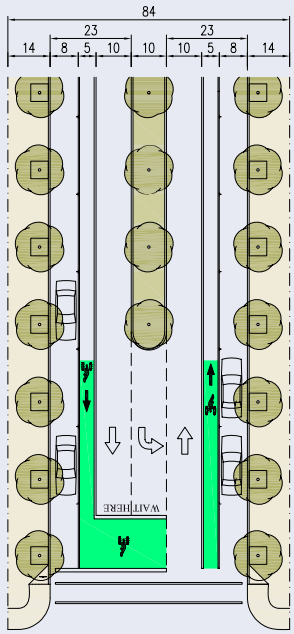
	BV-126-44	BV-135-33
Thoroughfare Type	Boulevard	Boulevard
Transect Zone Assignment	T5, T6	T5, T6
Right-of-Way Width	126 feet	135 feet
Pavement Width	20 feet - 44 feet - 20 feet	30 feet - 33 feet - 30 feet
Movement	Free Movement (inner lanes)	Free Movement
Design Speed	35 MPH	35 MPH
Traffic Lanes	4 lanes & two one-way slip roads	3 lanes, one turning lane & two one-way slip roads
Parking Lanes	8 feet	8 feet
Pavement Radius	10 feet	10 feet
Walkway Type	6 foot Sidewalk	6 foot Sidewalk
Planter Type	7 foot continuous Planter	7 foot continuous Planter
Curb Type	Curb	Curb
Planting Type	Trees at 30 feet o.c. Avg.	Trees at 30 feet o.c. Avg.

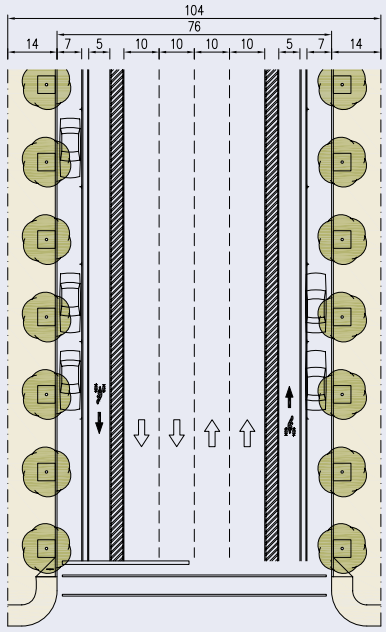
KEY **ST-57-20-BL**

Thoroughfare Type
Right of Way Width
Pavement Width
Transportation

THOROUGHFARE TYPES

Rear Lane:	RL
Rear Alley:	RA
Road:	RD
Street:	ST
Commercial Street:	CS
Avenue:	AV
Boulevard:	BV
Drive:	DR
Path:	PT
Passage:	PS
BIKEWAY TYPES	
Bicycle Trail (Shared Use):	BT
Bicycle Path (Shared Use):	BP
Bicycle Lane:	BL
Conventional	BLC
Buffered	BLB
Buffered - Two-Way	BLB2
Physically Separated	BLP
Shoulder	BLS
With Bicycle Box	BLX
Shared Vehicular Lane:	SL
Bicycle Boulevard:	BB





ASSEMBLY DESIGNATION	AV-84-56-BLX	CS-104-76-BLB
Thoroughfare Type	Avenue with Bicycle Lane with Bicycle Box	Commercial Street with Buffered Bicycle Lanes
Right-of-Way Width	84 feet	104 feet
Pavement Width	56 feet	76 feet
Transect Zone Assignment	(retrofit) T3, T4, T5	(retrofit) T5, T6
PUBLIC FRONTAGE		
Drainage Type	4" raised Curb	4" raised Curb
Turning Radius	10 feet.	10 feet
Walkway Type	14 foot Sidewalk both sides	14 foot Sidewalk both sides
Planter Type	6 foot tree wells	6 foot tree wells
Landscape Type	trees at 30 feet o.c. avg.	tree wells 30' o.c. avg.
Median Width	10 feet.	n/a
VEHICULAR LANES		
Traffic Lane Width	10 feet, turn lane 10 feet	10 feet
Parking Lane Width	both sides @ 8 feet marked	both sides @ 7 feet marked
Design Speed	35 mph	above 35 mph
Pedestrian Crossing Time	16 seconds	24 seconds
BIKEWAY TYPE	**BLX - Bicycle Lane with Bicycle Box**	**BLB - Buffered Bicycle Lane**
Riding Surface Width	5 feet with 14' deep box	5 feet with 4' striped buffer and 2' Shy Zone
Movement	with traffic	with traffic
Intersection Treatment	signalized, Bicycle Box	signalized, Peg-a-Track, colored, Bicycle Box, Bicycle Inductor Loops
Bicycle Parking	rack, Bicycle Shelter, Bicycle Locker, Bicycle Station	rack, Bicycle Shelter, Bicycle Locker, Bicycle Station
TRANSITWAY TYPE	**None**	**None**

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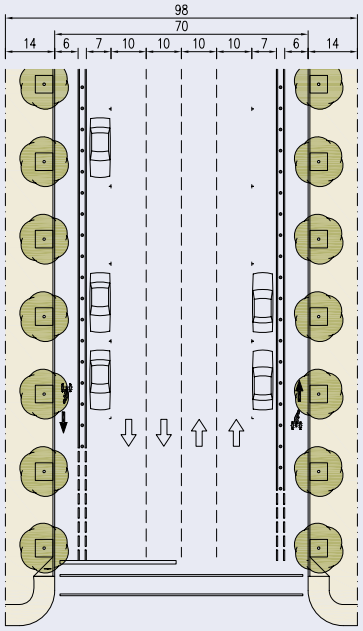
TABLE 3A. THOROUGHFARE ASSEMBLIES (CONT.)

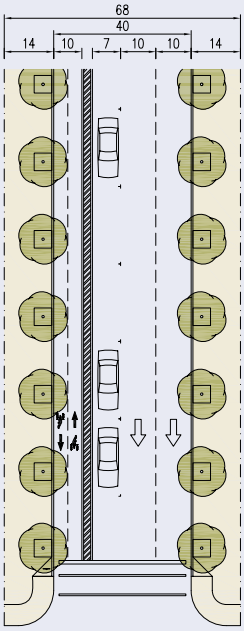
KEY **ST-57-20-BL**

Thoroughfare Type
Right of Way Width
Pavement Width
Transportation

THOROUGHFARE TYPES

Rear Lane:	RL
Rear Alley:	RA
Road:	RD
Street:	ST
Commercial Street:	CS
Avenue:	AV
Boulevard:	BV
Drive:	DR
Path:	PT
Passage:	PS
BIKEWAY TYPES	
Bicycle Trail (Shared Use):	BT
Bicycle Path (Shared Use):	BP
Bicycle Lane:	BL
Conventional	BLC
Buffered	BLB
Buffered - Two-Way	BLB2
Physically Separated	BLP
Shoulder	BLS
With Bicycle Box	BLX
Shared Vehicular Lane:	SL
Bicycle Boulevard:	BB





ASSEMBLY DESIGNATION	CS-98-70-BLP	DR-68-40-BLB2
Thoroughfare Type	Commercial Street with Physically-Sep. Bicycle Lane	Drive with 2-Way Buffered Bicycle Lane
Right-of-Way Width	98 feet	68 feet
Pavement Width	70 feet	40 feet
Transect Zone Assignment	(retrofit) T5, T6	(retrofit) T4, T5, T6
PUBLIC FRONTAGE		
Drainage Type	4" raised Curb	4" raised Curb
Turning Radius	10 feet.	10 feet
Walkway Type	14 foot Sidewalk both sides	14 foot Sidewalk both sides
Planter Type	6 foot tree wells	6 foot tree wells
Landscape Type	trees at 30 feet o.c. avg.	tree wells 30' o.c. avg
Median Width	n/a	n/a
VEHICULAR LANES		
Traffic Lane Width	10 feet	10 feet
Parking Lane Width	both sides @ 7 feet marked	one side @ 7 feet marked
Design Speed	35 mph	30 mph
Pedestrian Crossing Time	20 seconds	12 seconds
BIKEWAY TYPE	**BLP - Physically-Separated Bicycle Lane (Cycle Track)**	**BLB2 - Two-Way Buffered Bicycle Lane**
Riding Surface Width	6 feet with 2 ft barrier	5 feet each way with 3 ft striped buffer
Movement	with traffic	dual direction
Intersection Treatment	signalized, Peg-a-Track, colored	signalized, Peg-a-Track, colored,Bicycle Box, Bicycle Inductor Loops
Bicycle Parking	rack, Bicycle Shelter, Bicycle Locker, Bicycle Station	rack, Bicycle Shelter, Bicycle Locker, Bicycle Station
TRANSITWAY TYPE	**None**	**None**

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Table 3B: Vehicular Lane Dimensions. This table provides information for the design of Thoroughfare Assemblies, if any are needed to supplement Table 3A. Appropriate lane widths for desired vehicle speeds are assigned by Transect Zone. The desired vehicle speed in a given context is known as the Design Speed, which may be different from the posted speed limit. Complete new assemblies (Vehicular Lanes and Public Frontage) created from Table 3B, Table 3C, Table 3D, and/or Table 3E are subject to review by Warrant. Specific requirements for trucks and buses shall be decided by Warrant.

DESIGN SPEED	TRAVEL LANE WIDTH	T1	T2	T3	T4	T5	T6
Below 20 mph	8 feet	■	■	■	□		
20-25 mph	9 feet	■	■	■	■	□	□
25-35 mph	10 feet	■	■	■	■	■	■
25-35 mph	11 feet	■	■			■	■
Above 35 mph	12 feet	■	■			■	■
DESIGN SPEED	**PARKING LANE WIDTH**						
20-25 mph	(Angle) 18 feet					■	■
20-25 mph	(Parallel) 7 feet				■		
25-35 mph	(Parallel) 8 feet			■	■	■	■
Above 35 mph	(Parallel) 9 feet					■	■
DESIGN SPEED	**EFFECTIVE TURNING RADIUS (SEE TABLE 8A)**						
Below 20 mph	5-10 feet			■	■	■	■
20-25 mph	10-15 feet	■	■	■	■	■	■
25-35 mph	15-20 feet	■	■	■	■	■	■
Above 35 mph	20-30 feet	■	■			□	□

■ BY RIGHT

□ BY WARRANT

Table 3C: Vehicular Lane/Parking Assemblies. This table provides elements of Thoroughfare Assemblies, if any are needed to supplement Table 3A. Projected design speeds determine the lane widths and turning radii for different Transect Zones. Complete new assemblies (Vehicular Lanes and Public Frontage) created from Table 3B, Table 3C, Table 3D, and/or Table 3E are subject to review by Warrant.

ONE WAY → | TWO WAY →

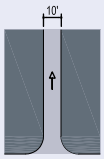
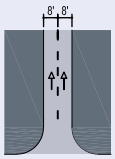
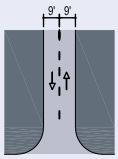
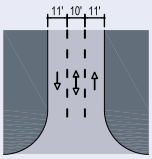
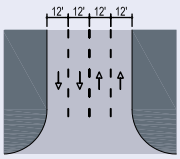
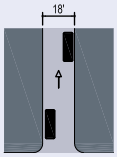
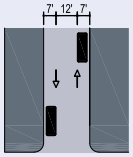
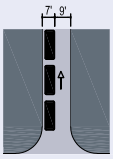
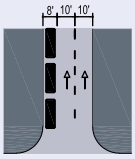
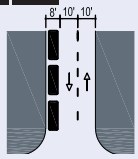
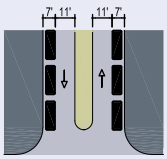
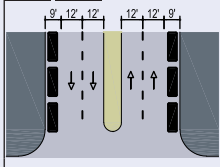
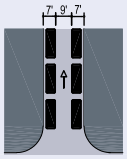
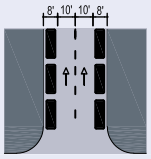
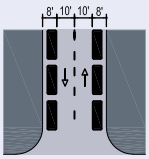
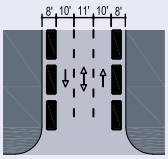
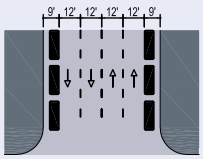
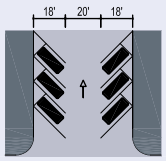
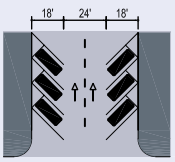
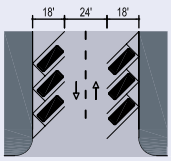
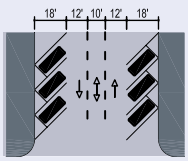
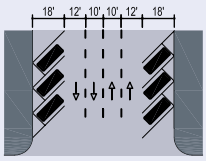
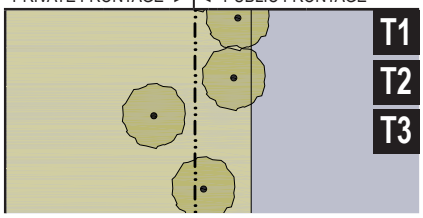
a. NO PARKING	T1 T2 T3	T1 T2 T3	T1 T2 T3	T1 T2	T1 T2
					
Design ADT	300 VPD	600 VPD	2,500 VPD	22,000 VPD	36,000 VPD
Design Speed	20 - 30 MPH	Below 20 MPH	20-25 MPH	35 MPH and above	35 MPH and above
b. YIELD PARKING	T3 T4		T3 T4		
					
Design ADT	1,000 VPD		1,000 VPD		
Design Speed	Below 20 MPH		Below 20 MPH		
c. PARKING ONE SIDE PARALLEL	T3 T4	T3 T4 T5	T4 T5	T4 T5 T6	T5 T6
					
Design ADT	5,000 VPD	18,000 VPD	16,000 VPD	15,000 VPD	32,000 VPD
Design Speed	20-30 MPH	20-30 MPH	25-30 MPH	25-30 MPH	
d. PARKING BOTH SIDES PARALLEL	T4	T4 T5 T6	T4 T5 T6	T5 T6	T5 T6
					
Design ADT	8,000 VPD	20,000 VPD	15,000 VPD	22,000 VPD	32,000 VPD
Design Speed	Below 20 MPH	25-30 MPH	25-30 MPH	25-30 MPH	35 MPH and above
e. PARKING BOTH SIDES DIAGONAL	T5 T6	T5 T6	T5 T6	T5 T6	T5 T6
					
Design ADT	18,000 VPD	20,000 VPD	15,000 VPD	22,000 VPD	31,000 VPD
Design Speed	Below 20 MPH	20-25 MPH	20-25 MPH	25-30 MPH	25-30 MPH

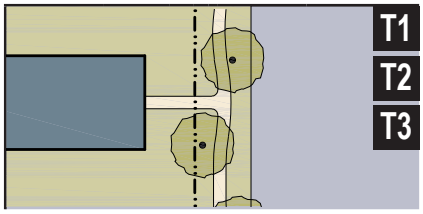
Table 3D: Public Frontages - General. The Public Frontage is the area between the private lot line and the edge of the vehicular lanes. This table provides information for the design Thoroughfare Assemblies, if any are needed to supplement Table 3A, as well as support for the Table 3A assemblies, where dimensions are given. Complete new assemblies (Public Frontage and Vehicular Lanes) created from Table 3B, Table 3C, Table 3D, and/or Table 3E are subject to review by Warrant.

LOT ▶ | ◀ R.O.W.
PRIVATE FRONTAGE ▶ | ◀ PUBLIC FRONTAGE

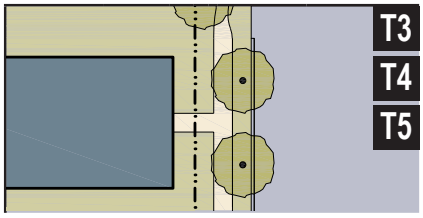
a. Highway (HW): this frontage has no parking, open swales drained by percolation, landscaping that consists of the natural condition or trees of multiple species arrayed in naturalistic clusters, bicycle trails, and buildings are buffered by distance or berms.



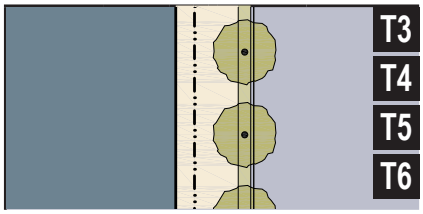
b. Road (RD): this frontage has parallel parking in T3, open swales drained by percolation, landscaping that consists of trees of multiple species arrayed in naturalistic clusters, and may have a walking path or bicycle trail along one or both sides.



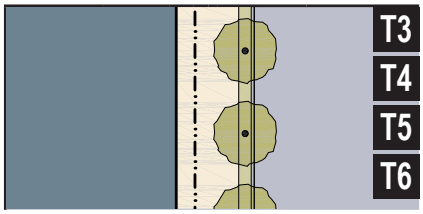
c. Street (ST): this frontage has parking on one or both sides, raised curbs drained by inlets, individual or continuous planters, landscaping that consists of street trees of a single or alternating species aligned in a regularly spaced allee, with the exception that streets with a right-of-way (R.O.W.) width of 40 feet or less are exempt from tree requirements, and sidewalks.



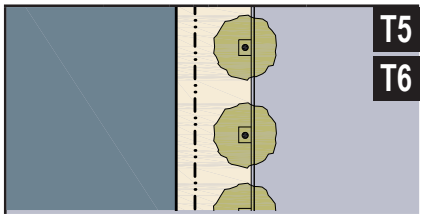
d. **Drive (DR):** this frontage has raised curbs drained by inlets, individual or continuous planters, landscaping that consists of street trees of a single or alternating species aligned in a regularly spaced allee, and a wide sidewalk or paved path along one side, related to a greenway or waterfront.



e. Avenue (AV): this frontage has parking on both sides, raised curbs drained by inlets, a narrow continuous planter, landscaping that consists of a single tree species aligned in a regularly spaced allee, and wide sidewalks.



f. Commercial Street or Avenue (CS) (AV): this frontage has parking on both sides, raised curbs drained by inlets, separate tree wells with grates, landscaping that consists of a single tree species aligned with regular spacing where possible, adjusted for shopfront entrances, and very wide sidewalks along both sides.



g. Boulevard (BV): this frontage has side drives on both sides, raised curbs drained by inlets, planters, landscaping that consists of double rows of a single tree species aligned in a regularly spaced allee, and sidewalks along both sides.

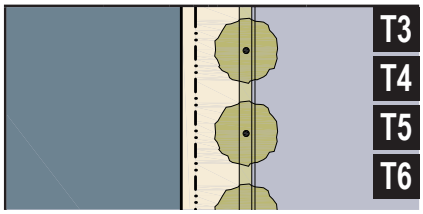


Table 3E: Public Frontages - Specific. This table provides elements of future Thoroughfare Assemblies, if any are needed to supplement Table 3A. It illustrates types and dimensions for **Curbs**, **Walkways**, and **Planters**. Row (a.) assembles the elements pictured in the rows below it. Complete new assemblies (Vehicular Lanes and Public Frontage) created from Table 3B, Table 3C, Table 3D, and/or Table 3E are subject to review by Warrant.

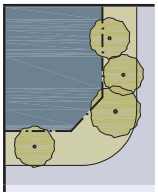
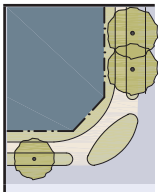
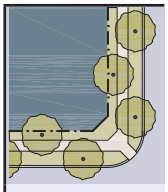
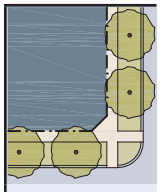
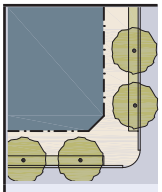
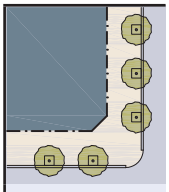
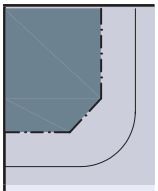
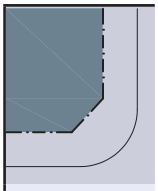
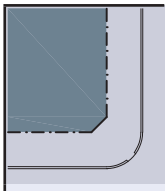
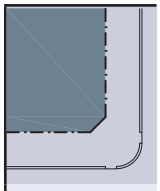
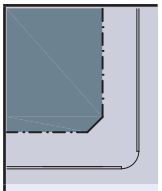
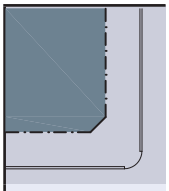
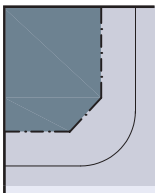
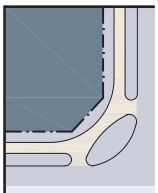
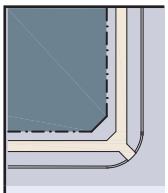
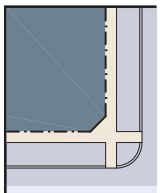
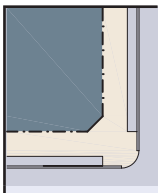
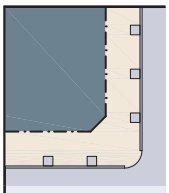
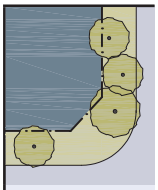
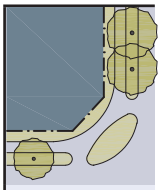
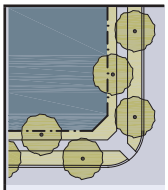
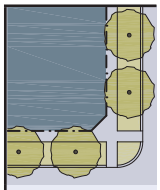
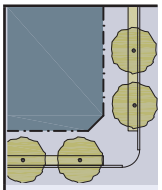
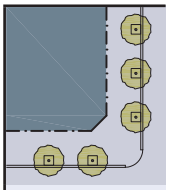
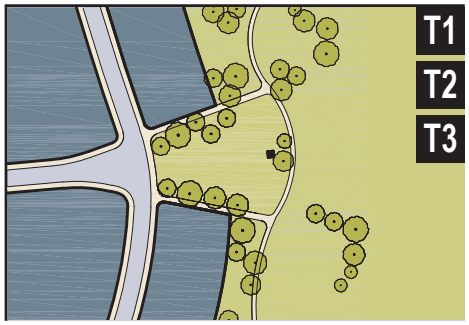
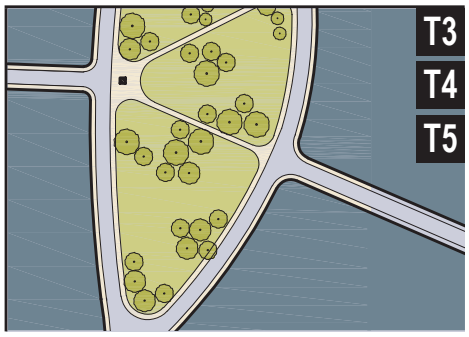
TRANSECT ZONE	**T1 T2 T3**	**T1 T2 T3**	**T3 T4**	**T4 T5**	**T5 T6**	**T5 T6**
Public Frontage Type	**HW & RD**	**RD & ST**	**ST, DR & AV**	**ST, DR, AV & BV**	**CS, DR, AV & BV**	**CS, DR, AV & BV**
a. Assembly The principal variables are the type and dimension of **Curbs**, **Walkways**, **Planters**, **Landscape** and **Lighting**.						
Total Width	16-24 feet	12-24 feet	12-18 feet	12-18 feet	18-24 feet	18-30 feet
b. Curb The detailing of the edge of the vehicular pavement, incorporating drainage.						
Type	Open Swale	Open Swale	Raised Curb	Raised Curb	Raised Curb	Raised Curb
Pavement Radius	10-30 feet	10-30 feet	5-20 feet	5-20 feet	5-20 feet	5-20 feet
c. Walkway The surface dedicated exclusively to pedestrian activity.						
Type	Path Optional	Path	Sidewalk	Sidewalk	Sidewalk	Sidewalk
Width	n/a	4-8 feet	4-8 feet	4-8 feet	12-20 feet	12-30 feet
d. Planter The layer that accommodates trees and other landscape.						
Arrangement	Clustered	Clustered	Regular	Regular	Regular	Opportunistic
Species	Multiple	Multiple	Alternating	Single	Single	Single
Planter Type	Continuous Swale	Continuous Swale	Continuous Planter	Continuous Planter	Continuous Planter	Tree Well
Planter Width	8-16 feet	8-16 feet	8-12 feet	8-12 feet	4-6 feet	4-6 feet
e. Public Planting	See Table 3G		See Table 3G		See Table 3G	
f. Public Lighting	See Table 3H		See Table 3H		See Table 3H	

Table 3F: Civic Space. This table indicates the general character of public open space appropriate for each Transect Zone and provides some basic standards.

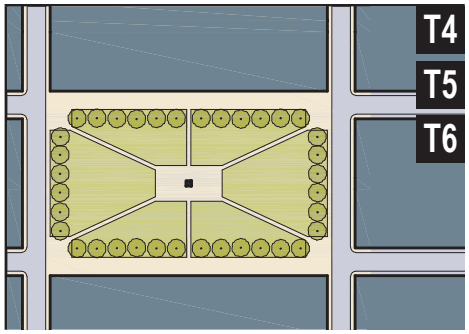
a. Park: a natural preserve available for unstructured recreation. A park may be independent of surrounding building frontages. Its landscape shall consist of paths and trails, meadows, waterbodies, woodland and open shelters, all naturalistically disposed. Parks may be lineal greenways, following the trajectories of natural corridors. The minimum size shall be 8 acres. Larger parks may be considered as Special Districts by Warrant in all zones.



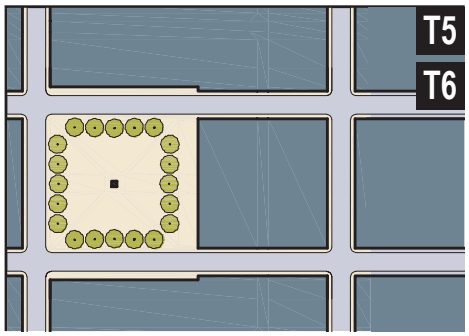
b. Green: an open space available for unstructured recreation. A green may be spatially defined by landscaping rather than building frontages. Its landscape shall consist of lawn and trees, naturalistically disposed. The minimum size shall be 1/2 acre and the maximum shall be 8 acres.



c. Square: an open space available for unstructured recreation and civic purposes. A square is spatially defined by building frontages. Its landscape shall consist of paths, lawns and trees, formally disposed. Squares should be located at the intersection of important thoroughfares. The minimum size shall be 1/2 acre and the maximum shall be 5 acres.



d. Plaza: an open space available for civic purposes and commercial activities. A plaza shall be spatially defined by building frontages. Its landscape shall consist primarily of pavement. Trees are optional. Plazas should be located at the intersection of important streets. The minimum size shall be 1/2 acre and the maximum shall be 2 acres.



e. Playground: an open space designed and equipped for the recreation of children. A playground should be fenced and may include an open shelter. Playgrounds shall be interspersed within residential areas and may be placed within a block. Playgrounds may be included within parks and greens. There shall be no minimum or maximum size.

f. Pocket Park: a small open space suitable for socializing, eating and resting. Pocket parks shall be equipped with benches and plantings, with tables and public art optional. They may be placed alongside thoroughfares or as intimate spaces within blocks, but should be visible from a thoroughfare. The maximum size shall be one half (1/2) acre.

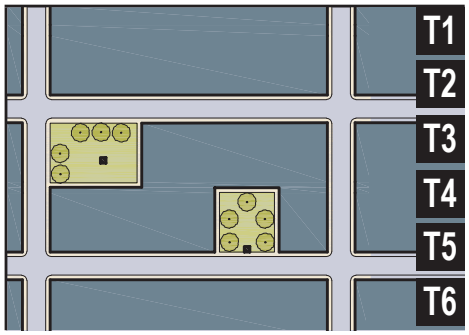


Table 3G: Public Planting. This table provides tree shapes appropriate to thoroughfare types and Transect Zones. Specific trees and shrubs appropriate for the bioregion should be selected from the preferred plant list maintained by the Planning Department or the Grow Green Guide for Native and Adaptive Landscape Plants published by the City of Austin Watershed Protection and Texas A&M AgriLife Extension, as amended from time to time.

	T1 T2 T3	T3 T4	T5 T6	T5 T6
Thoroughfare Type	HW & RD	ST, DR, AV & BV	ST, DR, AV & BV	CS
Columnar	■	■	■	■
Oval	■	■	■	■
Rounded	■	■	■	
Conical	■	■		
Spreading	■	■		
Vase	■	■		

Table 3H: Public Lighting. Lighting varies in the character of the fixture according to the Transect. This table shows five common types. All lighting in vehicular thoroughfares, parking lots, and civic spaces shall be incandescent, fluorescent, halogen, natural gas elements, metal halide, or LED. High-pressure sodium is permitted only in temporary parking lots. Fixtures shall be full cut-off fixtures, directing light downwards. Street light specifications are maintained by the City Engineer.

	T1	T2	T3	T4	T5	T6	SD
Cobra Head	■						■
Pipe	■	■	■				
Post		■	■	■			
Column			■	■	■		
Double Column					■	■	

4.1 INSTRUCTIONS

4.1.1 Chapter 4 is available by right for New Communities in the S1 General Sector, S2 Station Sector, and S3 Old Town Sector as listed in Chapter 2. It shall be used in conjunction with Chapter 3 Thoroughfares and Civic Spaces.

4.1.2 New Community applications submitted in accordance with the provisions of this Code, for the appropriate Sector and requiring no Exceptions, shall be processed administratively.

4.1.3 Concept Plans shall include graphic representations of the following elements:

a. Boundaries of the Community Unit(s) and the Pedestrian Shed(s)
b. The location and type of existing and proposed major thoroughfares
c. The general location of the Transect Zones (and subzones if any)
d. The acreage of each Transect Zone and the percent of each Transect Zone relative to the total
e. The Civic Space requirements of Section 3.4.

4.1.4 Concept Plans may overlap Sectors, but such plans shall follow the Community Unit standards of the Sector containing the greater land area.

4.1.5 Preliminary Plats may be submitted after approval of a Concept Plan and shall include one or more maps showing the following for each Community Unit in the plan area, in compliance with the Thoroughfare and Civic Space standards of Chapter 3 and the New Community standards of Chapter 4:

a. Specific boundaries of Transect Zones (and subzones, if any)
b. Civic Zones including Parks and Open Spaces
c. Thoroughfare network with block lengths and Thoroughfare Assemblies assigned
d. Waste, Wastewater, and Drainage utilities
e. Lot lines
f. Special Districts, if any
g. Special Requirements, if any
h. Warrants or Exceptions, if any

4.2 SEQUENCE OF COMMUNITY DESIGN

4.2.1 The site shall be structured using one or several Pedestrian Sheds, which should be located according to existing conditions, such as traffic intersections, adjacent developments, and natural features. The site, or any Community Unit within it, may be smaller or larger than its Pedestrian Shed, except for CLD, which shall be smaller.

4.2.2 Pedestrian Shed boundaries are not included on an adopted Transect Map and are not themselves regulatory.

4.2.3 The Community Unit boundaries may be adjusted to include land falling between or outside the Pedestrian Sheds, but the extent of each shall not exceed the acreage limit specified in Section 4.3 for the applicable Community Unit type.

4.2.4 Areas of Transect Zones shall be allocated within the boundaries of each Community Unit according to the percentage ranges for each type provided on Table 2A and Summary Table 7A. Previously approved Participating Parcels shall be included, as provided in Section 4.4.

4.2.5 Civic Zones shall be assigned according to Section 3.4.

4.2.6 Special Districts, if any, shall be assigned according to Section 4.7.

4.2.7 The Thoroughfare network shall be laid out according to Section 3.2 and Section

3.3.

4.2.8 Density shall be calculated according to Section 4.6.

4.2.9 Remnants of the site outside the Community Unit(s) shall be assigned to Transect Zones or Civic Space by Warrant, or considered for Special District by Exception.

4.2.10 Detail the plan using the Special Requirements described in Section 4.8, if applicable.

4.2.11 Incorporate the incentives available according to Section 1.6, if applicable.

4.3 COMMUNITY UNITS

4.3.1 Clustered Land Development (CLD)

a. A CLD shall be permitted within the CD Sector as an option.

b. A CLD shall fall within a Standard Pedestrian Shed and shall consist of no fewer than 20 acres and no more than 60 acres.

c. A CLD shall include Transect Zones as allocated on Table 2A and Summary Table 7A. 30% minimum of the Community Unit shall be permanently allocated to the T1 Natural Zone and/or the T2 Rural Zone.

d. Larger sites shall be designed and developed as multiple Community Units, each subject to the individual Transect Zone requirements for its type as allocated on Table 2A and Summary Table 7A. The simultaneous planning of adjacent parcels is encouraged.

4.3.2 Traditional Neighborhood Development (TND)

a. A TND shall be the only form of development permitted within the S1 General Sector, and shall be permitted within the CD Sector as an option.

b. A TND shall be structured by one Standard Pedestrian Shed or one Linear Pedestrian Shed and shall consist of no fewer than 40 acres and no more than 160 acres.

c. A TND shall include Transect Zones as allocated on Table 2A and Summary Table 7A.

d. Larger sites shall be designed and developed as multiple Community Units, each subject to the individual Transect Zone requirements for its type as allocated on Table 2A and Summary Table 7A. The simultaneous planning of adjacent parcels is encouraged.

4.3.3 Regional Center Development (RCD)

a. An RCD shall be the only form of development permitted within the S2 Station Sector.

b. An RCD shall be structured by one Standard Pedestrian Shed, one Linear Pedestrian Shed, or one Long Pedestrian Shed and shall consist of no fewer than 60 acres and no more than 640 acres.

c. An RCD shall include Transect Zones as allocated on Table 2A and Summary Table 7A.

d. For larger sites that cross into the S1 General Sector, an RCD may be adjoined without buffer by one or more TNDs, each subject to the individual Transect Zone requirements for TND as allocated on Table 2A and Summary Table 7A. The simultaneous planning of adjacent parcels is encouraged.

4.4 PARTICIPATING PARCELS

4.4.1 The owner of a parcel smaller than the minimum acreage required for a Community Unit within the S1 Sector or S2 Sector may submit a Concept Plan for a Community Unit for the Pedestrian Shed containing the parcel, and may request the allocation

of one or more Transect Zones for the Participating Parcel based on (1) the location of the parcel and (2) the permitted allocation percentages within the requested Community Unit.

4.4.2 If a landowner owns multiple parcels within a Community Unit, all of the parcels shall be included in the Concept Plan.

4.4.3 Participating Parcel Concept Plans shall follow the process for a zoning ordinance amendment as defined in the Composite Zoning Ordinance.

4.4.4 Upon approval by the City Council, the assigned Transect Zone(s) for the Participating Parcel (only) shall be recorded on the Transect Map, replacing the Sector designation for that parcel. For future Participating Parcel or New Community applications within the Concept Plan area, at the discretion of the Planning Director, the boundaries may be adjusted up to 20% by land area relative to the original size, and/or, after boundary adjustment, the location of the center of the full Community Unit may be moved up to 20% relative to the new boundaries, provided that the Community Unit is still compliant with Section 4.2.

4.4.5 Within the established Pedestrian Shed of a previously approved Participating Parcel, further Participating Parcel applications shall complement, in their allocation calculations, the Transect Zones of the other Participating Parcels, i.e., the portions of the Transect Map that already occupy their plan area.

4.5 TRANSECT ZONES

4.5.1 Transect Zones shall be composed of the urban design elements generally described in Table 1C, prescribed throughout this Code, and shown on Summary Table 7A.

4.5.2 Lot and Building standards for the individual Transect Zones T3, T4, T5, and T6 are provided on Table 7B, Table 7C, Table 7D, and Table 7E respectively.

4.5.3 Subzones of Transect Zones (e.g., T3.1, T3.2) shall be permitted for creating distinctions within Transect Zones, as long as their minimum and maximum metric standards and permitted types do not exceed the standards of the main Transect Zone. Subzones are counted along with the main Transect Zone for allocation percentages. Subzones shall support the Intent of this Code.

4.5.4 An assignment of a Transect Zone to allow a different Function level (e.g., from Restricted to Limited) than that provided on Table 6E shall be subject to review by Exception.

4.6 DENSITY CALCULATIONS

4.6.1 The permitted Residential Density of each Transect Zone shall be calculated in terms of housing units (not including accessory units) as specified by Summary Table 7A. For purposes of density calculation, the Transect Zone areas include the private lots and thoroughfares but not land assigned to Civic Zones.

4.7 SPECIAL DISTRICTS

4.7.1 Special District designations shall be assigned to areas that, by their intrinsic size, function, or form, cannot conform to the requirements of any Transect Zone or combination of zones. Development standards for Special Districts shall be prepared in compliance with the requirements of the Composite Zoning Ordinance for a PUD and shall follow the process for approval of a PUD zoning ordinance amendment.

4.8 SPECIAL REQUIREMENTS

4.8.1 A Transect Map may designate any of the following Special Requirements:

a. A differentiation of the thoroughfares as A-Streets or B-Streets. Lots along an A-Street shall be held to the highest standard of this Code in support of pedestrian activity. Lots along a B-Street may be considered for the following Warrants allowing automobile-oriented standards: driveways, drive-thru services, and/or one double-loaded row of head-in parking in the Private Frontage (80 feet maximum setback).The frontages assigned to B-Streets shall not exceed 30% of the total length of frontages within a Pedestrian Shed.

b. Retail Frontage, requiring that a building provide a Shopfront at sidewalk level along the entire length of its Private Frontage. The Shopfront shall be no less 50% minimum glass between 2 and 12 feet above the sidewalk, and may be shaded by an awning overlapping the sidewalk as generally illustrated in Table 6C and specified in Chapter 6.

c. Gallery Frontage, requiring that a building provide a permanent cover over the sidewalk, either cantilevered or supported by columns. The Gallery Frontage designation may be combined with a Retail Frontage designation.

d. Arcade Frontage, requiring that a building overlap the sidewalk such that the first floor facade is an arcade or colonnade. The Arcade Frontage designation may be combined with a Retail Frontage designation.

e. Coordinated Frontage, requiring that the Public Frontage (Table 3D) and Private Frontage (Table 6C) be coordinated as a single, coherent landscape and paving design.

f. Terminated Vista location, requiring that the building be provided with architectural articulation of a type and character that responds visually to its axial location, as approved by the Planning Director.

g. View Corridor, requiring that an existing view be maintained from the point(s) marked on the map, as approved by the Planning Director.

h. Cross Block Passage, requiring that a minimum 8-foot-wide at-grade public pedestrian access be reserved between or through buildings.

5. 1 INSTRUCTIONS

5.1.1 This chapter guides the planning of parcels larger than 10 acres that are suitable for infill and redevelopment in areas already regulated by a Transect Map within the Traditional Development Sectors S1, S2, or S3.

5.1.2 The Planning Director shall determine a Community Unit type based on existing conditions and intended evolution in the plan area. Community Units in already urbanized areas are not subject to the Transect Zone allocation percentage ranges of New Communities.

5.1.3 Concept Plans and Preliminary Plats for Infill & Redevelopment shall follow the application procedures for New Communities as set forth in Section 4.1, with the added requirement that all the existing Transect Zones be shown on the map, whether inside or outside the applicant parcel.

5.1.4 Infill & Redevelopment applications shall follow the process for a PUD zoning ordinance amendment as defined in the Composite Zoning Ordinance.

5.1.5 Within Old Town, for any area subject to an approved Infill & Redevelopment Plan, this Code becomes the exclusive and mandatory regulation and the Composite Zoning Ordinance is no longer available.

5.2 COMMUNITY UNITS

5.2.1 Infill & Redevelopment plans shall encompass or complete one or more of the following Community Unit types: Infill CLD, and Infill TND. The edges of the Community Unit should blend into adjacent neighborhoods without buffers, and new Transect Zones should complement and support existing Transect Zones in the same Pedestrian Shed.

5.2.2 An area smaller than the applicable Pedestrian Shed for the Community Unit may be regulated under this Code.

5.2.3 No Pedestrian Shed shall assign more than 50% of its area to the T3 zone.

5.2.4 **Infill CLD (Clustered Land Development)**

a. An Infill CLD consists of the T3 and the T4 zones, or the T4 zone alone. Infill CLDs are predominantly residential with small mixed-use centers. An Infill CLD shall be planned as part of a Standard Pedestrian Shed that includes one or more higher Transect Zones. The T1 zone and T2 zone are optional.

5.2.5 **Infill TND (Traditional Neighborhood Development)**

a. An Infill TND consists of either the T3, T4, and T5 zones, or just the T4 and T5 zones. Infill TND should be assigned to neighborhoods that are predominantly residential with one or more mixed use corridors or centers. An Infill TND shall be planned as all or part of a Standard or Linear Pedestrian Shed oriented around one or more important mixed use corridors or centers. The T1 zone and T2 zone are optional.

5.3 TRANSECT ZONES

5.3.1 Transect Zone standards for Infill & Redevelopment are the same as those for New Communities under this Code. See Section 4.5.

5.4 CIVIC ZONES

5.4.1 General

a. An Infill & Redevelopment plan shall designate Civic Zones as either Civic Space (CS), Civic Buildings (CB), or both (CZ).

b. Civic Zones may be considered by Warrant so long as they do not occupy more than a total of 20% of the area of each Pedestrian Shed. A Civic Zone requiring more than 20% of the Pedestrian Shed shall be subject to the creation of a Special District with its own standards, to be recorded on Table 7F.

c. Parking maximums and locations for Civic Zones shall be determined by Warrant.

5.4.2 Civic Space (CS)

a. Civic Spaces shall be generally designed as described in Table 3F.

5.4.3 Civic Buildings (CB)

a. Civic Buildings shall not be subject to the requirements of Chapter 6. The particulars of their placement and form shall be determined by Exception.

b. Existing Civic Buildings in the plan area shall be inventoried and mapped as part of the Preliminary Plat. If there is no meeting hall in proximity to the main Civic Space of each Pedestrian Shed, a Civic Zone for it shall be reserved.

c. Civic Building sites shall not occupy more than 20% of the area of each Pedestrian Shed.

d. Civic Building sites shall be located within or adjacent to a Civic Space, or at the axial termination of a significant Thoroughfare.

5.5 SPECIAL REQUIREMENTS

5.5.1 An Infill & Redevelopment plan may designate any of the Special Requirements listed in Section 4.8.

5.6 SPECIAL DISTRICTS

5.6.1 Special District designations shall be assigned to areas that, by their intrinsic size, function, or form, cannot conform to the requirements of any Transect Zone or combination of zones. Standards for Special Districts shall be prepared in compliance with the requirements of the Composite Zoning Ordinance for a PUD and shall follow the process for approval of a PUD zoning ordinance amendment.

6.1 INSTRUCTIONS

6.1.1 Lots and buildings located in a Transect Zone of an adopted Transect Map shall be subject to the requirements of this Chapter, with the exception of the S3 Old Town Sector, where this Code and the Conventional Zoning Ordinance are both available for selection. Their standards shall not be mixed on the same lot except by Warrant. If this Code is selected, it becomes the sole and mandatory code for the lot.

6.1.2 Civic Buildings shall not be subject to the requirements of Chapter 6. The particulars of their placement and design shall be determined in a public process. The Planning Director shall determine what constitutes a Civic Building. A civic use that occurs in a building that is typical of the Transect Zone in which it is located shall be regulated by this Chapter.

6.1.3 Temporary buildings and temporary lot improvements of up to 180 days in duration shall be subject only to review by the Planning Director, providing they do not violate the standards or Intent of this Code.

6.1.4 An applicant, a landowner, or a developer may have Site Development plans prepared on his or her behalf.

6.1.5 Site Development plans shall be required before the issuance of a Building Permit. Site Development plans shall be reviewed by the Planning Director and other reviewing departments as determined by the City Manager.

6.1.6 The building codes adopted by the City e.g., plumbing, electrical, housing, fire, etc., governing construction of buildings shall remain in effect within the areas included in the Transect Map.

6.1.7 Site Development plan submittals shall show the following, in compliance with the standards described in Chapter 6:

- Building Placement
- Building Form
- Building Function
- Parking Location
- Parking Maximums
- Landscape
- Light Levels
- Sound Levels
- Signage
- Architecture

6.1.8 The Planning Director may require additional information consistent with this Code as part of the application for Site Development plans.

6.2 PRE-EXISTING CONDITIONS

6.2.1 Existing buildings and appurtenances that do not conform to the provisions of this Code may continue in use as they are until a Substantial Modification is requested, at which time the Planning Director shall determine the provisions of this section that shall apply.

6.2.2 Existing buildings that when renovated less than 50% have at any time received a certificate of occupancy shall not require upgrade to the current Building Code and may meet the standards of the code under which they were originally permitted.

6.2.3 The modification of existing buildings is permitted by right if such changes result in greater conformance with the specifications of this Chapter.

6.2.4 Where buildings exist on adjacent lots, the Planning Director may require that a proposed building match one or the other of the adjacent setbacks and heights rather than the provisions of this Chapter.

6.2.5 Addition or modification of a building of actual or potential historic value shall be approved by Exception. The architectural harmony (similar materials, window proportions, color range, mass/void ratio, roof type and pitch) of the addition or modification to the original structure shall be a condition of approval.

6.2.6 The restoration or rehabilitation of an existing building shall not require the provision of parking nor on-site stormwater retention/detention in addition to that existing.

6.3 SPECIAL REQUIREMENTS

6.3.1 To the extent that a Transect Map or Sector Map designates any of the following Special Requirements, standards shall be applied as follows:

a. A-Streets and B-Streets: Lots and buildings along A-Streets shall be held to the highest standard of this Code in support of pedestrian activity. Lots and buildings along B-Streets may follow the standards of this Code exclusively, or may use the automobile-oriented standards in Section 6.7.5, with the exception that corner lots on B-Streets that intersect with A-Streets shall be subject to the A-Street standards of this Code.

b. Retail Frontage: The building shall provide a shopfront at sidewalk level along the entire length of its Private Frontage. The shopfront shall be 50% minimum glass between 2 feet and 12 feet above the sidewalk, and may be shaded by an awning overlapping the sidewalk as generally illustrated in Table 6C. Awnings, if present, shall be 3 feet minimum depth and shall clear the sidewalk vertically by 8 feet, or 7 feet by Warrant.

c. Gallery Frontage: The building shall provide a permanent cover over the sidewalk, either cantilevered or supported by columns, as generally illustrated in Table 6C. A Gallery Frontage may be combined with a Retail Frontage.

d. Arcade Frontage: The building shall overlap the sidewalk such that the first floor facade is an arcade or colonnade (as generally illustrated in Table 6B and Table 6C). An Arcade Frontage may be combined with a Retail Frontage.

e. Coordinated Streetscape Frontage: The Public Frontage and Private Frontage shall be coordinated as a single, coherent landscape and paving design.

f. Terminated Vista: The building shall be provided with architectural articulation of a type and character that responds visually to its axial location, as approved by the Planning Director.

g. View Corridor: The existing view shall be maintained from the point(s) marked on the map, as approved by the Planning Office.

h. Cross Block Passage: A minimum 8-foot-wide pedestrian access shall be reserved between buildings.

6.4 BUILDING PLACEMENT

6.4.1 **Specific to zone T2**

a. Building Placement shall be determined by Warrant.

6.4.2 **Specific to zones T3, T4, T5, T6**

a. Newly platted lots shall be dimensioned according to Summary Table 7A.

b. Building Placement types shall be as shown in Table 6A and Summary Table 7A.
c. Buildings shall be disposed in relation to the boundaries of their lots according to Summary Table 7A and Table 8A.
d. One Principal Building at the frontage, and one outbuilding to the rear of the Principal Building, may be built on each lot as shown in Table 8A.
e. Lot coverage by building footprint shall not exceed that recorded in Summary Table 7A.
f. Facades shall be built parallel to a rectilinear Principal Frontage Line or to the tangent of a curved Principal Frontage Line, and along a minimum percentage of the frontage width within the front setback range, as specified as Frontage Buildout on Summary Table 7A.
g. Setbacks for Principal Buildings shall be as shown in Summary Table 7A. In the case of a single infill lot, setbacks shall match one of the existing adjacent setbacks if it conforms to the range provided for its Transect Zone. Setbacks may otherwise be adjusted by Warrant.
h. Rear setbacks for outbuildings shall be 12 feet minimum measured from the centerline of the rear alley or rear lane. In the absence of rear alley or rear lane, the rear setback shall be as shown in Summary Table 7A.
i. To accommodate slopes over ten percent, relief from front setback requirements is available by Warrant.
j. For lots having two frontages, the one along the more urban frontage of the two shall be the Principal Frontage unless otherwise determined by Warrant.
k. Outdoor storage and trash receptacles shall be located in the third lot layer and, if necessary, screened from view from any frontage. Dumpsters shall be surrounded by a masonry enclosure.

6.4.3 **Specific to zones T5, T6**

a. The Principal Entrance shall be on a frontage line.

6.5 BUILDING FORM

6.5.1 **General to all zones T2, T3, T4, T5, T6**

a. The Private Frontage of buildings shall conform to and be allocated in accordance with Table 6C and Summary Table 7A.
b. Buildings on corner lots and through-lots shall have two Private Frontages as shown in Table 8A. Prescriptions for the first layer pertain to both frontages. Prescriptions for the second and third layers pertain only to the Principal Frontage.
c. Residential buildings shall have a habitable room and two openings minimum facing each frontage, either a door and window, two windows, or two doors.
d. Building heights, stepbacks, and extension lines shall conform to Table 6B.
e. Stories may not exceed 14 feet in height from finished floor to finished ceiling, except for a first floor commercial function, which shall be 11 feet minimum with a maximum of 25 feet. A single floor level exceeding 14 feet, or 25 feet at ground level, shall be counted as two (2) stories. Mezzanines extending beyond 33% of the floor area shall be counted as an additional story.
f. In a parking structure or garage, each above-ground level counts as a single story regardless of its relationship to habitable stories.
g. Height limits do not apply to attics or raised basements, masts, belfries, clock

towers, chimney flues, water tanks, or elevator bulkheads. Attics shall not exceed 14 feet in height.

h. The provision of one zero-step entrance to each building from an accessible path at the front, side, or rear of each building is encouraged.

i. All the first floor interior doors serving habitable rooms (including bathrooms) should provide 32 inches of clear passage.

j. A half or full bathroom should be provided on the first story of each building.

6.5.2 **Specific to zones T3, T4, T5**

a. The habitable area of an Accessory Unit within a Principal Building or an Outbuilding shall not exceed 900 square feet, or 40% of the square footage of the Principal Building, whichever is greater, excluding a garage.

6.5.3 **Specific to zones T4, T5, T6**

a. Loading docks and service areas shall be permitted on frontages only by Warrant.

b. In the absence of a building facade along any part of a frontage line, a hedge, fence, or wall shall be built coplanar with the facade.

c. A first level residential or lodging function may be raised from average sidewalk grade. If at grade, the building should be set back 6 feet minimum from the sidewalk for privacy.

6.5.4 **Encroachments Specific to zone T3**

a. No portion of the Private Frontage may encroach the sidewalk.

b. Open porches may encroach into the first layer 50% of its depth.

c. Balconies and bay windows may encroach into the first layer 25% of its depth, except that balconies on porch roofs may encroach into as does the porch.

6.5.5 **Encroachments Specific to zone T4**

a. Balconies, open porches, and bay windows may encroach into the first layer 50% of its depth, except that balconies on porch roofs may encroach as does the porch.

6.5.6 **Encroachments Specific to zone T4, T5, T6**

a. Stoops, balconies, bay windows, terraces, and lightwells may encroach into 100% of the depth of the first layer.

b. Stoops, balconies, and bay windows may encroach the Public Frontage by Warrant.

c. Awnings may encroach the Public Frontage to within 2 feet of the curb. They shall be 3 feet minimum depth and shall clear the sidewalk vertically by 8 feet minimum, or 7 feet by Warrant.

d. The following awning types are permitted. See Section 6.12 for Awning Sign standards.

   i. Fixed or retractable awnings

   ii. Shed awnings

   iii. Dome awnings

   iv. Other awning types may be permitted by Warrant.

e. Awnings shall not extend beyond the width of the building or tenant space, nor encroach above the roof line or the story above.

f. The height of the awning valance shall not exceed 12 inches.

g. Galleries should overlap the Public Frontage to within 2 feet of the curb and shall clear the sidewalk vertically by 8 feet minimum.

h. Galleries shall be 10 feet wide minimum.

i. See Table 6C for general form of Private Frontages.

6.5.7 **Encroachments Specific to zones T5, T6**

a. Arcades should overlap the Public Frontage to within 2 feet of the curb and shall clear the sidewalk vertically by 8 feet minimum.
b. Arcades shall be 12 feet wide minimum.
c. See Table 6B and Table 6C for general form of arcades

6.6 BUILDING FUNCTION

6.6.1 **Specific to zones T2, T3, T4, T5, T6**

a. Buildings in each Transect Zone may be dedicated to functions and uses described for that zone in Table 6E and Table 6F. Uses not shown but that are substantially similar to permitted uses may be approved by Warrant. Uses that are not substantially similar to permitted uses shall require a zoning amendment.

6.6.2 **Specific to zones T2, T3**

a. Accessory functions of Restricted Lodging or Restricted Office shall be permitted within an Accessory Building. See Table 6E.

6.6.3 **Specific to zones T4, T5**

a. Accessory functions of Limited Lodging or Limited Office shall be permitted within an Accessory Building. See Table 6E.

6.6.4 **Specific to zones T5, T6**

a. First story Retail and Office functions shall be permitted.
b. Light Manufacturing may be permitted by Warrant.

6.7 PARKING LOCATION

6.7.1 **General to zones T3, T4, T5, T6**

a. Parking shall be accessed by Rear Alleys or Rear Lanes, when they are available on the plan.
b. Open parking areas shall be masked from the frontage by a building or hedge, fence, or wall.

6.7.2 **Specific to zone T3**

a. Open parking areas shall be located at the second and third lot layers, except that driveways may be located at the first lot layer.
b. Garages shall be located at the third lot layer as shown on Table 8A.

6.7.3 **Specific to zones T3, T4**

a. Driveways at frontages shall be no wider than 12 feet in the first layer, excepting a 15-foot-wide apron 3 feet deep maximum.

6.7.4 **Specific to zones T4, T5, T6**

a. All parking lots, garages, and parking structures shall be located at the third layer.
b. Two-way vehicular entrances to parking lots, garages, and parking structures shall be no wider than 24 feet at the frontage line and 30 feet at the apron. One-way entrances shall be no wider than 12 feet at the frontage line and 15 feet at the apron.
c. Pedestrian exits from all parking lots, garages, and parking structures shall be directly to a Public Frontage line (i.e., not directly into a building) except underground levels which may be exited by pedestrians directly into a building.
d. Parking structures on the A-Streets shall have liner buildings lining the first and second stories.

e. One bicycle rack place at minimum shall be provided within the Public Frontage or Private Frontage for every 10 vehicular parking spaces.

6.7.5 **Specific to B-Streets in zone T5**

a. On designated B-Streets, surface parking consisting of one drive aisle and one or two rows of head-in parking spaces shall be permitted by Warrant within 80 feet of the Frontage Line. A hedge, fence, or garden wall a minimum of 3 and a maximum of 4 feet in height shall be maintained just inside the Frontage Line to screen the view of the parking from the adjacent ROW.

b. A drive aisle in the first layer shall connect to existing drive aisles on adjacent properties, or be designed to connect to future ones.

c. A parking lot in the first layer shall connect to side streets at all Secondary Frontages.

d. A parking lot in the first layer of a corner lot shall have one connection to a ROW spaced 300 feet maximum.

e. A parking lot in the first layer shall have no easements other than as necessary for parking lot drainage, parking lot lighting, and ingress and egress through the parking lot. The ingress/egress easement shall include a provision that the easement is revoked 6 months after approval by the City of Leander to allow a building to be built over that easement.

f. There shall be a sidewalk a minimum of 12 and a maximum of 20 feet wide between the building facade and the parking lot, with trees in grates or planter boxes

6.8 PARKING MAXIMUMS

6.8.1 **General to zones T3, T4, T5, T6**

a. Parking Maximums may be established by the Planning Director.

6.9 LANDSCAPE

6.9.1 **General to zones T3, T4, T5, T6**

a. Stormwater management on thoroughfares and lots shall be primarily through underground drainage channeled by raised curbs. There shall be no retention or detention required on the individual lots unless regional or community options are unavailable. If such options are unavailable, temporary detention and retention may be required.

b. Where front setbacks are 24 feet or deeper, one tree minimum shall be planted within the first layer for each 30 feet of Frontage Line or portion thereof.

c. Specific plantings allowed shall be selected from the preferred plant list maintained by the Planning Department or the Grow Green Guide for Native and Adaptive Landscape Plants published by the City of Austin Watershed Protection and Texas A&M AgriLife Extension, as amended from time to time.

6.9.2 **Specific to zone T3**

a. Two trees minimum shall be planted within the first or second layer for each 30 feet of Frontage Line or portion thereof.

6.9.3 **Specific to zones T3, T4**

a. The first layer may not be paved, with the exception of driveways as specified in Section 5.7.

6.10 LIGHT LEVELS

6.10.1 **Specific to Zones T2, T3, T4**

a. No lighting level measured at the building Frontage Line shall exceed 1.0 fc.

6.10.2 **Specific to Zone T5**

a. No lighting level measured at the building Frontage Line shall exceed 2.0 fc.

6.10.3 **Specific to Zone T6**

a. No lighting level measured at the building Frontage Line shall exceed 5.0 fc.

6.11 SOUND LEVELS

6.11.1 **Specific to Zones T2, T3, T4**

a. Sound levels measured at the building Frontage Line shall not exceed 65 decibels from sunrise to midnight and 55 decibels from midnight to sunrise.

6.11.2 **Specific to Zones T5, T6**

a. Sound levels measured at the building Frontage Line shall not exceed 70 decibels from sunrise to midnight and 60 decibels from midnight to sunrise.

6.12 SIGNAGE

6.12.1 **General Intent**

The intent of regulating signs that are visible from the Public Frontage is to ensure proper dimensioning and placement with respect to existing or planned architectural features, to maintain or improve public safety, to maintain or improve the aesthetic character of the context in which they are located, and to provide legible information for pedestrians, not just drivers. See Table 6D for general form, permitted Transect Zones, and a summary of permitted sizes.

6.12.2 **Address Signs**

a. Address sign numerals applied to retail, office, residential, institutional, or industrial buildings shall be between 4 and 6 inches tall.
b. Address signs shall be easily visible by using colors or materials that contrast with their background.
c. The address sign shall be attached to the front of the building in proximity to the Principal Entrance or at a mailbox.

6.12.3 **Awning Signs**

a. Signage shall be limited to the valance of the awning or the vertical portion of a dome awning.
b. Awning signs shall contain only the business name, logo, and/or street address.
c. Letters, numbers, and graphics shall cover 70% maximum of the valance area.
d. Awning signs shall not be internally illuminated or backlit.

6.12.4 **Band Signs**

a. All businesses are permitted one Band Sign on each first story facade.
b. Band Signs shall include only letters, background, lighting, and an optional logo. Information shall consist only of the name and/or logo of the business. Band Signs shall not list products, sales, or other promotional messages, or contact information.
c. The following Band Sign construction types are permitted:
    i. Cut-out letters. Letters shall be individually attached to the wall or on a separate background panel, and shall be externally illuminated.
    ii. Flat panel. Letters shall be printed or etched on same surface as the background, which is then affixed to the wall and externally illuminated.

iii. Channel letters by Warrant. Each letter shall have its own internal lighting element, individually attached to the wall or onto a separate background panel. The letter shall be translucent, or solid to create a backlit halo effect.

d. Height and width shall be measured using smallest rectangle that fully encompasses the entire extent of letters, logo and background.
e. Band Signs shall not be wider than 90% of the width of the building facade or tenant space.
f. Band Signs shall not project vertically above the roof line.
g. Band Signs may be illuminated from dusk to dawn or during hours permitted by the lighting ordinance. External lights shall be shielded from direct view to reduce glare.
h. Neon may be permitted on Band Signs by Warrant. No other internal lighting shall be permitted.
i. Electrical raceways, conduits and wiring shall not be exposed. Neon lighting elements shall be contained completely within the sign assembly or inside the wall.
j. Band Signs should be placed where the architectural features suggest the best placement for signage. They should be vertically aligned with the center of an architectural feature such as a storefront window, entry portal, or width of a bay or overall retail space. They shall not interrupt or obscure these features or cause visual disharmony.

6.12.5 **Blade Signs**

a. Blade Signs shall be double-sided.
b. Blade Signs shall be permitted only for businesses that have a Principal Entrance on the first floor.
c. Each business is permitted one Blade Sign per facade, provided that the facade is not set back more than 6 feet from the Frontage Line. Blade Signs for deeper setbacks shall be reviewed by Warrant.
d. Blade Signs may encroach into the Public Frontage up to 4 feet and shall clear the sidewalk by 8 feet minimum.
e. Blade Signs shall not encroach above the roof line nor above the bottom of the second story window.
f. Text and graphics on the Blade Sign shall be limited to the name and/or logo of the business and relevant illustration. Slogans, address labels, web addresses, operating hours and contact information shall be prohibited.
g. Mounting hardware, such as supports and brackets shall complement the design of the sign, the building, or both.

6.12.6 **Marquees**

a. Marquees shall be located only above the Principal Entrance of a building.
b. No Marquee shall be wider than the entrance it serves, plus 2 feet on each side thereof.
c. No portion of a Marquee shall be lower than 10 feet clearance.
d. No Marquee shall extend closer to the curb than 2 feet.
e. Columns or posts may be used as supports for Marquees 8 feet deep or deeper by Warrant.
f. All Marquees, including anchors, bolts, supporting rods and braces, shall be constructed of non-combustible materials and shall be designed by a structural engineer and approved by the Building Inspector.

g. Marquee components and materials may vary. Anchors, bolts, and supporting rods should be limited to the interior of the Marquee.
h. Message Boards shall be permitted as part of Marquees.
i. A Band Sign shall be permitted above a Marquee.

6.12.7 **Nameplates**

a. Nameplates shall consist of either a panel or individual letters applied to a building wall within 10 feet of an entrance to the building.
b. One Nameplate shall be permitted per address.
c. Nameplates shall not exceed 3 square feet.
d. Nameplates shall be constructed of durable materials.

6.12.8 **Outdoor Display Cases**

a. Each business shall be permitted one outdoor display case 6 square feet maximum, 3.5 feet maximum in any dimension, and 5 inches deep maximum.
b. Outdoor display cases may be externally or internally illuminated.
c. Theaters may be permitted larger outdoor display cases by Warrant.
d. Outdoor display cases shall not be attached to shopfront windows.

6.12.9 **Shingle Signs**

a. Shingle Signs listing multiple commercial tenants shall be permitted on a multi-tenant building. Shingle Signs shall comport with the standards for Blade Signs except as provided in this subsection.
b. A building may have both the prescribed number of Blade Signs and the same number of Shingle Signs.
c. Shingle Signs may encroach into the Public Frontage up to 2 feet and shall clear the sidewalk by 7 feet minimum.
d. Text and graphics on the Shingle Sign shall be limited to the name, logo, and suite number of the business. Slogans, full street address labels, web addresses, operating hours and contact information are prohibited.

6.12.10 **Sidewalk Signs**

a. Sidewalk Signs shall consist of freestanding, double-sided temporary signs placed at the entrance to a business in a primarily pedestrian environment.
b. Sidewalk Signs shall be removed at the close of business each day.
c. One Sidewalk Sign shall be permitted for each business.
d. Sidewalk Signs shall not exceed 42 inches in height or 26 inches in width.
e. Sidewalk Signs shall be moved inside during high winds or other weather conditions that might pose a hazard to public safety.
f. Sidewalk Signs shall not block the free passage of pedestrians on the sidewalk.

6.12.11 **Window Signs**

a. Only the following Window Sign types shall be permitted:
    i. Vinyl applique letters applied to the window. Appliques shall consist of individual letters or graphics with no visible background.
    ii. Letters painted directly on the window.
    iii. Hanging signs that hang from the ceiling behind the window.
    iv. Neon signs.
    v. Door signs applied to or hanging inside the glass portion of an entrance doorway.
b. Window signs shall not interfere with the primary function of windows, which is to enable passersby and public safety personnel to see through windows into premises and view product displays.

c. Window signs shall be 25% maximum of the total area of the window onto which they are applied. Sign area shall be measured using smallest rectangle that fully encompasses the entire extent of letters, logo and background.
d. Window signs may list services and/or products sold on the premises, or provide phone numbers, web addresses, operating hours or other messages, provided that the total aggregate area of these messages not exceed the limit provided above.
e. Letters on window signs shall be no taller than 8 inches.

6.12.12 **Yard Signs**

a. One single- or double-post yard sign for each business may be permitted by Warrant, provided it is set back 6 feet maximum from the Frontage Line, does not exceed 6 square feet excluding posts, and does not exceed 6 feet in height including posts, measured from the yard at the post location.

6.12.13 **Temporary Signs and Banners**

a. Any temporary sign may be approved by Warrant for a maximum 30-day period.

6.13 ARCHITECTURAL STANDARDS

General to zones T3, T4, T5, T6, unless noted otherwise

6.13.1 **Building Walls & Massing - Materials**

a. Building walls shall be native stone (or synthetic equivalent), brick, stucco, split-faced block (foundations only), or siding.
b. Textured brick and variegated brick is prohibited.
c. Native stone and brick shall be unpainted.
d. Stucco shall be cement or synthetic and shall be integral color or painted.
e. Siding shall be wood, fiber cement or fly ash. Vinyl siding and aluminum siding are prohibited.
f. Lintels in masonry walls at frontages shall be masonry or concrete.
g. Trim shall be painted or stained with an opaque stain and shall be indistinguishable from wood.

6.13.2 **Building Walls & Massing - Configurations**

a. Simplicity of massing: Buildings shall be a single simple volume, or a combination of a few simple volumes (i.e., principal building + backbuilding + outbuilding).
b. Building walls shall show no more than two materials on any exterior wall, not counting the foundation. The visually heavier material shall be below the lighter one. Vertical joints between materials shall only occur at inside corners where principal building, backbuilding and/or outbuilding meet. Wall designs and materials on the same building shall be consistent on all facades facing frontages.
c. Brick shall be detailed and laid to resemble load-bearing construction. Brick shall course exactly to the top, bottom and sides of all wall openings.
d. Stone shall be detailed and laid to resemble structural stone walls.
e. Stucco finish shall be smooth or sand-finish; heavy lace is prohibited. EIFS is prohibited within 8 feet of the ground.
f. Lintels in masonry walls at frontages shall be detailed to appear structural. Running bond and soldier courses over steel angles are prohibited.
g. Masonry arches and piers shall be 12 inches by 12 inches minimum, when viewed in plan.
h. Color shall be selected according to building style and Central Texas precedent.

6.13.3 **Fences and Garden Walls - Materials**

a. Fences in the first and second layers shall be wood (painted or with an opaque stain) or metal in a cast-iron style. They may have masonry or stucco piers and base. Chain link is prohibited on frontages.

b. Garden walls in the first and second layers shall be native stone (or synthetic equivalent), brick, or, stucco. Where the building walls are masonry, garden walls should match the material of the building walls. Garden walls are prohibited at T3.

6.13.4 **Fences and Garden Walls - Configurations**

a. Along frontages, the finished side of fences shall face the frontage.

b. Fences and garden walls shall be 4 feet maximum in height in the first layer of the lot. In the second and third layers, fences shall be 6 feet maximum in height and garden walls shall be 8 feet maximum in height. Posts and piers may be up to 8 inches taller, but may not exceed 8 feet.

6.13.5 **Doors and Windows - Materials**

a. When facing frontages, exterior doors shall be wood or clad wood for residential use and shall be wood, clad wood, steel or extruded aluminum for commercial use.

b. When facing frontages (including garage doors of front-loaded houses that are set back from the house), garage doors shall be wood, clad wood, metal, or composite.

c. When facing frontages, windows for residential use shall be wood, vinyl-clad, aluminum-clad wood, or solid PVC, but all shall be indiscernible from wood at arm's length. Commercial windows may also be extruded aluminum or hollow steel frame. Commercial windows should have clear glass. Reflective glass and glass block are prohibited.

d. Storefronts shall be wood, custom metalwork, extruded aluminum, or hollow steel frame. Natural and bronze aluminum storefronts are prohibited.

e. Shutters shall be wood, fiber-cement, or solid PVC, and shall be indiscernible from wood at arm's length.

6.13.6 **Doors and Windows - Configurations**

a. Doors shall be side-hinged except garage doors, which may be sectional. Sliders shall not be visible from frontages. The style of the front door shall match the building style. Doors, except garage doors, shall be, or appear to be, constructed of planks or raised panels (not flush with applied trim). Sliders are prohibited at frontages.

b. Garage doors facing frontages and those facing alleys on corner lots shall be a maximum of 9 feet in width.

c. Ratio of openings to wall: Openings shall not exceed 50% of the façade area of each floor except at shopfronts. Each floor of each façade shall be calculated independently.

d. Windows shall be single-hung, double-hung, triple-hung, casement, or fixed. The style of the windows shall match the building style. Window openings and panes shall be vertically proportioned or square. Flush mounted windows are prohibited. Sliders are prohibited at frontages.

e. Windows in masonry and stucco walls shall be inset 3 inches minimum (measured from the exterior face of the wall to the exterior face of the top sash).

f. Glazing of shopfronts shall be a minimum 50% of the area between 2 feet and

12 feet above the sidewalk. Muntins (but not mullions) may be counted as glass area.

g. Bay windows shall extend to the ground or be supported by visible brackets.
h. Shutters shall be exactly one-half the width of, and the same height as, the associated opening.
i. Casing shall be 3-½ inches wide minimum except on masonry walls. Mullion casing shall be 3-½ inches wide minimum . Brick shall not be visible between a door or window and its casing. Head casing shall be equal to or taller than the jamb casing, and shall be 1/6 the opening width minimum.
j. Principal entry surround trim should be more substantial than other trim.

6.13.7 **Roofs and Eaves - Materials**

a. Roofs shall be metal, slate, wood shakes, tile (clay, concrete or metal), asphalt, or equivalent synthetic or better.
b. Flat roofs shall be permitted in T5 and T6 only and shall be commercial quality roofing. Flat roofs may be approved by Warrant in T4.
c. Eaves shall be wood, bead board of cement, or, synthetic stucco, or EIFS. Vinyl and sheet aluminum is prohibited. The eave return cap shall be built of continuous, un-seamed metal flashing.
d. Gutters and downspouts shall be copper (not copper-coated), galvanized steel, or aluminum.
e. Dormer jamb material should be a solid casing assembly from the window to the corner of the dormer wall. Siding as jamb material on dormers is prohibited. Brick shall only be used for a dormer face when it forms a parapet at the top of the dormer.

6.13.8 **Roofs and Eaves - Configurations**

a. Metal roofing shall be flat between the primary ribs with no striations or pencil ribs.
b. Ridge caps shall be appropriate to the type of roofing. Bulbed ridge caps shall be used with 5V metal roofing, and standing seam ridge caps shall be of the lowest profile possible.
c. Roofs of Principal Buildings, where sloped, shall be a symmetrical gable or hip with a slope of 4:12 to 7.5:12.
d. Flat roofs are permitted in T5 and T6 only (T4 by Warrant) and shall be surrounded by a horizontal parapet wall a minimum of 30 inches higher than the highest point of the roof deck.
e. Ancillary roofs where sloped shall be between 1/3 and 1⁄2 the principal roof slope.
f. Gables shall not overlap except when the smaller gable is part of a balcony, porch, or entrance.
g. Bay roofs shall be distinct from the primary roof, typically under the eave, and return on themselves at each end.
h. Eaves shall be 16 inches minimum on gables and hipped roofs. Eave lines shall be simple and continuous, both horizontally and vertically. The trim immediately below the cornice shall be a bed mold or similar shape, not a crown mold. Eaves shall return around the corner and die into the wall without the common “pork chop” return. Brackets shall extend to the back side of the fascia. A frieze board shall occur below the eave. The depth of the eave overhang should match the style of the building. Formal styles may have closed eaves

if appropriate to the style of the building, but vernacular buildings should have open eaves. Exposed rafter tails shall not exceed 6 inches in height.

i. Cornices are required on buildings with flat roofs. The cornice shall include a projection beyond the building face.

j. Dormers shall be placed 3 feet minimum from side building walls. Dormers shall have roof trim beginning at the window head and shall be composed of a head casing, soffit, and fascia at a minimum. Siding shall not be used above a window head except in the triangular space enclosed by the pediment of a gable front dormer. The body of a single-window dormer shall be vertically proportioned or square. The total width of the dormer roof shall be 25% to 40% larger than the width of the dormer body. Dormer windows shall be slightly shorter than typical windows in the floor below.

k. Skylights shall be flat at frontages.

l. Roof penetrations, except stucco or brick chimneys, shall be placed so as not to be visible from frontages and painted to match the color of the roof, except those of metal which may be left unpainted.

6.13.9 **Attachments - Materials**

a. Columns and posts shall be made of wood, CPVC, fly ash, composite metal, native stone (or synthetic equivalent). Extruded aluminum is prohibited.

b. Porch beams shall be wood, fiber-cement, fly ash, stone, concrete, stucco or EIFS. The grain or texture shall be horizontal.

c. Porch ceilings shall be wood, fiber-cement, fly ash or stucco.

d. Balconies & railings shall be wood, fiber-cement, fly ash or metal.

e. Chimneys shall be clad in brick, stone, or stucco at frontages.

f. Flues shall be clay tile, or galvanized metal left natural or painted black.

g. Sign and awning materials are subject to Section 6.12 Signs.

6.13.10 **Attachments - Configurations**

a. Columns shall have entasis. Where classical columns are used, the Orders shall be Tuscan, Doric, Ionic, or Corinthian with correct proportions and profiles according to the American Vignola.

b. Column bases shall not protrude beyond the edge of the porch flooring. The outer edge of the base should align with the face of the pier or foundation below.

c. Column to Beam Alignment: The face of the beam shall align with the neck of the column or post. Capitals shall protrude.

d. Intercolumniation: Spaces between columns shall be vertically proportioned.

e. Posts shall be 6 inches by 6 inches minimum when viewed in plan.

f. Porches and stoops must be 12 inches minimum above the adjacent sidewalk elevation. Porches shall be 8 feet deep minimum.

g. Porch beams shall be visible from both the inside and the outside of the porch. Seams between beam face and bottom of built-up beams shall occur on the bottom of the beam, not its face.

h. Balconies shall project 3 feet maximum from the face of the building and shall be visually supported by brackets.

i. Railings shall have horizontally proportioned top rails and vertically proportioned bottom rails, with the bottom rails clearing the floor. Balusters shall be centered on the rails and spaced no farther apart than permitted by code.

j. Openings between supports at galleries and arcades shall be vertically proportioned.

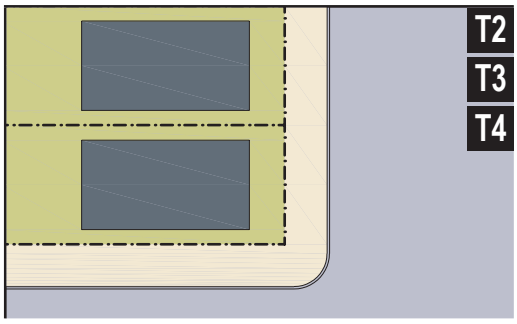
k. Screens are prohibited on stoops and porches at frontages.
l. Chimneys at frontages shall extend to the ground and have a projecting cap. Wood clad chimneys are prohibited.
m. Sign and awning configuration is subject to Section 6.12 Signs.

6.13.11 Mechanical and Utility Equipment

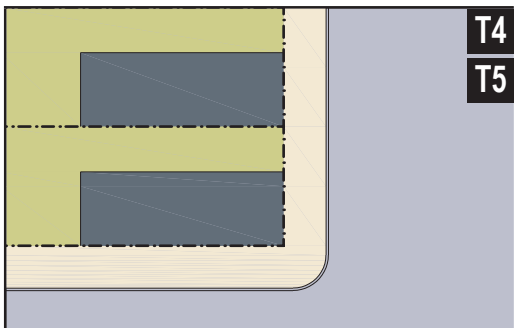
a. HVAC equipment, utility meters, satellite dishes, permanent grills, window air conditioning units and other mechanical equipment shall not be located at frontages. Mechanical equipment shall not vent to frontages.
b. Site utility structures, such as transformers, shall not be located in the first lot layer at frontages. Utility structures shall be screened from frontages using landscaping or fences, hedges or walls. Utility boxes and conduits on exterior walls facing frontages shall be painted to match the wall or their visibility otherwise minimized.

Table 6A: Building Placement. This table approximates the location of the structure relative to the boundaries of each individual lot, establishing suitable basic building types for each Transect Zone. The following are general descriptions only.

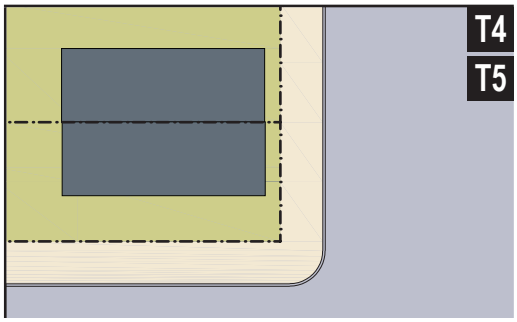
a. Detached (center of yard): A building that occupies the center of its lot with setbacks on all sides. This is the least urban of types as the front yard sets it back from the frontage, while the side yards weaken the spatial definition of the public thoroughfare space. The front yard or garden is intended to be visually continuous with the yards of adjacent buildings. The rear yard can be secured for privacy by fences and a well-placed backbuilding and/or outbuilding. Specific types - single family house, cottage, bungalow, ranch house, estate house, cabin, farmhouse.



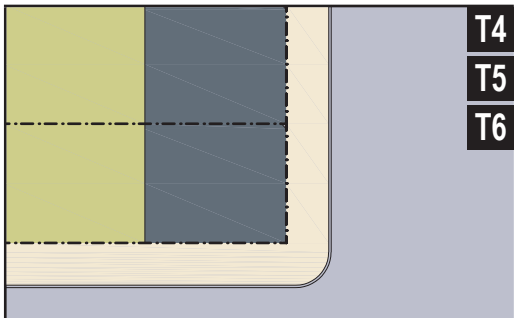
b. Detached (sideyard): A building that occupies one side of the lot with the setback to the other side. A shallow front setback defines a more urban condition, often with a wall or fence along the frontage line, while a deeper setback is less urban. If the adjacent building is similar with a blank side wall, the yard can be quite private. This type permits systematic climatic orientation in response to the sun or the breeze. Specific types - Charleston single house, zero lot line house. Must comply with the building separation requirements of the local building code. This may be accomplished by a rated wall on the lot line, and/or a non-construction easement recorded on the adjacent lot.



c. Semi-Detached: a building that abuts a neighboring sideyard building. Construction costs, energy costs, and sometimes noise may be reduced by sharing a party wall. Specific types - double house, twin, duplex.



d. Attached: A building attached to another and occupying the full width of the frontage, usually with the entire yard in the rear. This is a very urban type as the continuous facade steadily defines the public thoroughfare. The rear elevations may be articulated for functional purposes. In its residential form, this type is the rowhouse or townhouse. In its commercial form, the rear yard can accommodate substantial parking. Specific types - townhouse, rowhouse, live-work unit, loft building, apartment house, mixed use block, flex building, perimeter block, rearyard building.



e. Courtyard: A building that occupies the boundaries of its lot while internally defining one or more private patios. This is the most urban of types, as it is able to shield the private realm from all sides while strongly defining the public thoroughfare. Because of its ability to accommodate incompatible activities, it is recommended for workshops, lodging and schools. Specific types - courtyard house, courtyard apartment building, patio house.

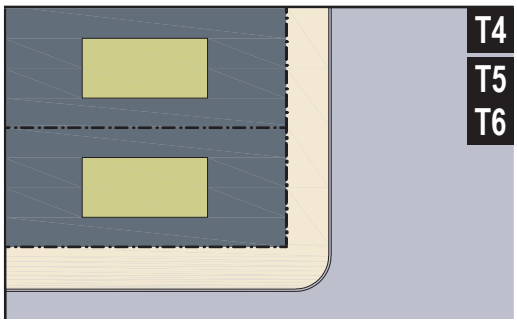
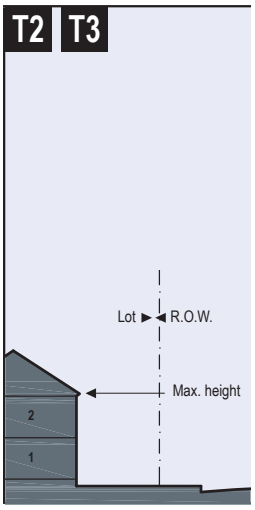
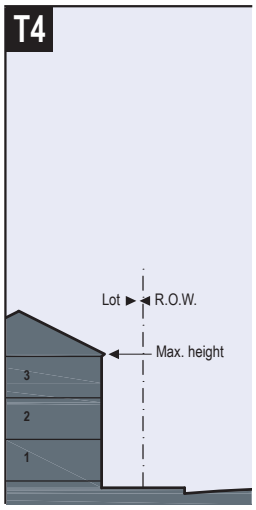
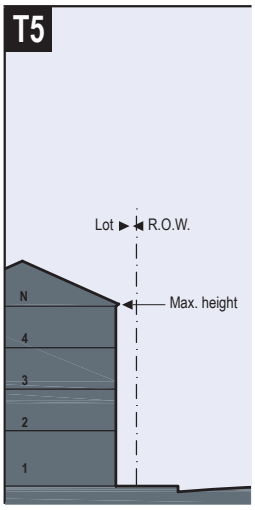
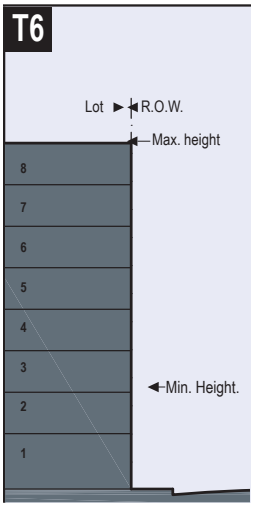


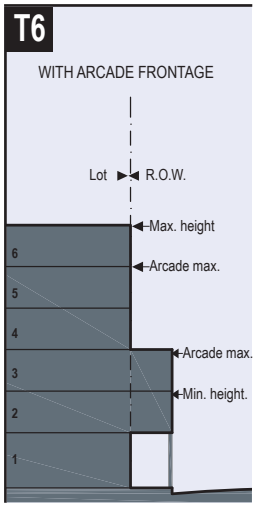
Table 6B: Building Form - Height. This table provides the configurations for different building heights for each Transect Zone. The front setbacks are illustrative only. The vertical extent of a building shall be measured by number of stories, not including a raised basement or an inhabited attic. Building height shall be measured from the average grade of the frontage line to the eave of a pitched roof or the surface of a flat roof. The minimum height for all office, retail and mixed-use buildings shall be 18 feet. Height limits shall not apply to towers with a footprint of less than 400 square feet.











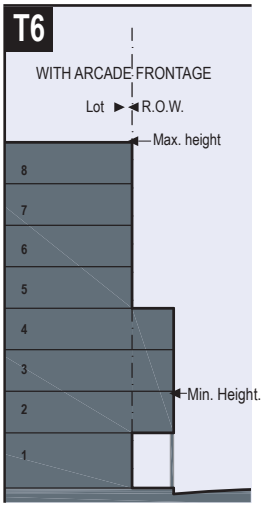


Table 6C: Private Frontages. The Private Frontage is the area between the building facade and the front lot line, and the facade itself. Corner properties have two Private Frontages.

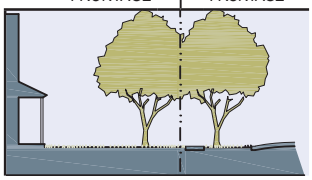
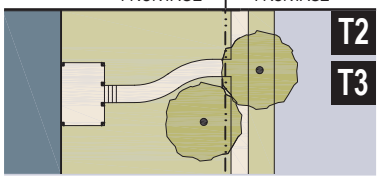
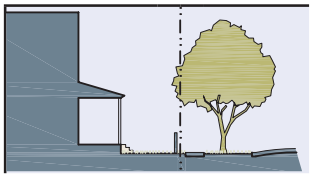
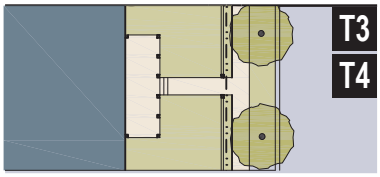
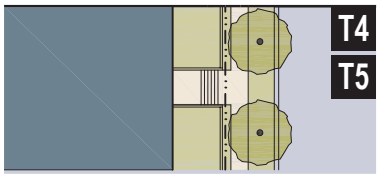
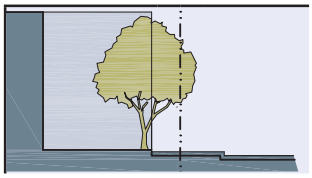
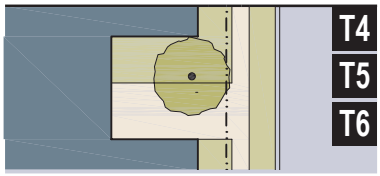
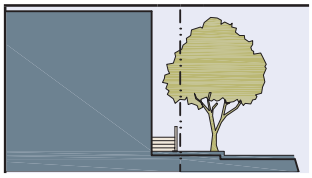
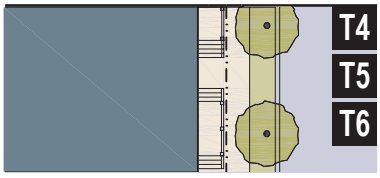
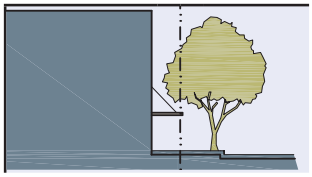
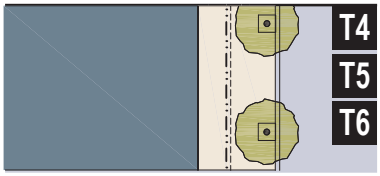
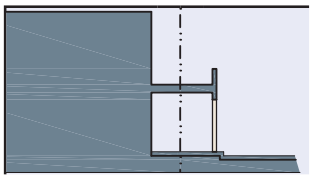
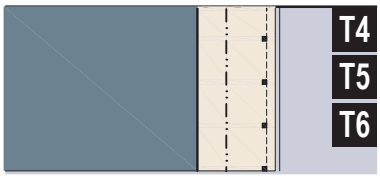
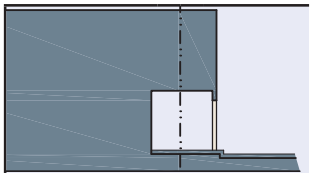
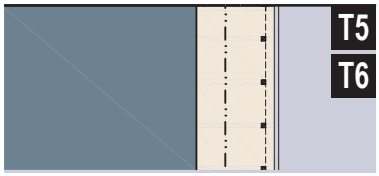
	SECTION (LOT PRIVATE FRONTAGE ▶ ◀ R.O.W. PUBLIC FRONTAGE)	PLAN (LOT PRIVATE FRONTAGE ▶ ◀ R.O.W. PUBLIC FRONTAGE)	
a. Common Yard: a planted frontage wherein the facade is set back substantially from the Frontage Line. The front yard created remains unfenced and is visually continuous with adjacent yards, supporting a common landscape. The deep setback provides a buffer from the higher speed thoroughfares.			T2 T3
b. Porch & Fence: a planted frontage wherein the facade is set back from the Frontage Line with an attached porch permitted to encroach. A fence at the Frontage Line maintains street spatial definition. Porches shall be 8 feet deep minimum. Variant: **Dooryard:** has a fence but no porch, suitable for zero-step entry.*			T3 T4
c. Terrace or Lightwell: a frontage wherein the facade is set back from the Frontage Line by an elevated terrace or a sunken lightwell. This type buffers residential use from urban sidewalks and removes the private yard from public encroachment. Terraces are suitable for conversion to outdoor cafes.			T4 T5
d. Forecourt: a frontage wherein a portion of the facade is close to the Frontage Line and the central portion is set back. The forecourt created is suitable for vehicular drop-offs. This type should be allocated in conjunction with other frontage types. Large trees within the forecourts may overhang the sidewalks.			T4 T5 T6
e. Stoop: a frontage wherein the facade is aligned close to the Frontage Line with the first story elevated from the sidewalk sufficiently to secure privacy for the windows. The entrance is usually an exterior stair and landing. This type is recommended for ground-floor residential use.			T4 T5 T6
f. Shopfront: a frontage wherein the facade is aligned close to the Frontage Line with the building entrance at sidewalk grade. This type is conventional for retail use. It has a substantial glazing on the sidewalk level and may have an awning. Syn: Retail Frontage.			T4 T5 T6
g. Gallery: a frontage wherein the facade is aligned close to the Frontage Line with an attached cantilevered shed or a lightweight colonnade overlapping the sidewalk. This type is conventional for retail use.			T4 T5 T6
h. Arcade: a colonnade supporting habitable space that overlaps the sidewalk, while the facade at sidewalk level remains at or behind the Frontage Line. This type is conventional for retail use. See Table 6B.			T5 T6

TABLE 6D. SIGNAGE

■ By Right
□ By Warrant

	T1	T2	T3	T4	T5	T6	SD
Address Sign	n/a	n/a	■	■	■	■	□
Awning and Signband				■	■	■	□
Band Sign				□	■	■	□
Blade Sign		■	■	■	■	■	■
Marquee and Sign					■	■	□

SPECIFICATIONS

	Address Sign	Awning and Signband	Band Sign	Blade Sign	Marquee and Sign
a. Quantity (max)	1 per address	1 per window	1 (2 for corner buildings)	1 per Facade, 2 max	1 per business
b. Area	max 2 sf	n/a	1.5 sf per linear ft Facade	4 sf T2,T3,T4; 6 sf T5,T6	n/a
c. Width	max 24 in	max equals width of Facade	max 90% width of Facade	max 4 ft	entrance plus 2' each side
d. Height	max 12 in	n/a	max 3 ft	max 4 ft	max 50% Story height
e. Depth / Projection	max 3 in	min 4 ft.	max 7 in	max 4 ft	min 4 ft, max 10 ft
f. Clearance	min 4.5 ft	min 8 ft, 7 ft by Warrant	min 7 ft	min 8 ft	min 10 ft
g. Apex	n/a	n/a	n/a	n/a	n/a
h. Letter Height	max 6"	min 5 in, max 10 in	max 18 in	max 8 in	n/a
i. Valance Height		max 12 in			
j. Distance from Curb		min. 2 ft.			min 3 ft.

■ By Right
□ By Warrant

	T1	T2	T3	T4	T5	T6	SD
Nameplate Sign		n/a	■	■	■	■	■
Outdoor Display Case	n/a	n/a	□	■	■	■	□
Shingle Sign		■	■	■	■	■	■
Sidewalk Sign				■	■	■	■
Window Sign				■	■	■	■

Specifications	
a. Quantity (max)	1
b. Area	max 3 sf
c. Width	max 18 in
d. Height	max 2 ft
e. Depth / Projection	max 3 in
f. Clearance	min 4 ft
g. Apex	max 7 ft
h. Letter Height	n/a

Specifications	
a. Quantity	1
b. Area	max 6 sf
c. Width	max 3.5 ft
d. Height	max 3.5 ft
f. Depth / Projection	max 5 in
g. Clearance	min 4 ft
h. Apex	n/a
i. Letter Height	n/a

Specifications	
a. Quantity	1 per facade, 2 max
b. Area	4 sf
c. Width	max 2 ft
d. Height	max 3 ft
f. Depth / Projection	max 2 ft
g. Clearance	min 7 ft
h. Apex	n/a
i. Letter Height	max 8 in

Specifications	
a. Quantity	1 per business
b. Area	max 8 sf
c. Width	max 26 in
d. Height	max 42 in
f. Depth / Projection	n/a
g. Clearance	n/a
h. Apex	max 42 in
i. Letter Height	n/a

Specifications	
a. Quantity	1 per window
b. Area	max 25% of glass
c. Width	varies
d. Height	varies
f. Depth / Projection	n/a
g. Clearance	4 ft
h. Apex	n/a
i. Letter Height	max 8 in

TABLE 6D. SIGNAGE (CONT.)

■ By Right
□ By Warrant

	T1	T2	T3	T4	T5	T6	SD
Yard Sign			□	■			

Specifications	
a. Quantity	1 max per Lot
b. Area	max 6 sf
c. Width	max 3 ft (not counting post)
d. Height	max 2 ft (not counting post)
e. Depth / Projection	n/a
f. Clearance	min 3 ft to sign edge
g. Apex	max 6 ft to top of post
h. Letter Height	max 8 in

Table 6E: Building Function. This table categorizes Building Functions within Transect Zones. For Specific Function and Use, see Table 6F.

	T3	T4	T5 T6
a. RESIDENTIAL	**Restricted Residential:** The number of dwellings on each lot is restricted to one within a Principal Building and one within an Accessory Building. Both dwellings shall be under single ownership. The habitable area of the Accessory Building shall not exceed 900 sf or 40% of the square footage of the Principal Building.	**Open Residential:** The number of dwellings on each lot is unlimited except by the form regulations of Chapter 6.	**Open Residential:** The number of dwellings on each lot is unlimited except by the form regulations of Chapter 6.
b. LODGING	**Restricted Lodging:** The number of bedrooms available on each lot for lodging is restricted to five. Food service may be provided in the a.m. The maximum length of stay shall not exceed ten days.	**Limited Lodging:** The number of bedrooms available on each lot for lodging is limited to twelve. Food service may be provided in the a.m. The maximum length of stay shall not exceed ten days.	**Open Lodging:** The number of bedrooms available on each lot for lodging is unlimited. Food service may be provided at all times. The maximum length of stay shall not exceed ten days.
c. OFFICE	**Restricted Office:** The building area available for office use by the resident of each lot, and one non-resident employee, is restricted to the first floor of the Principal Building or any part of an Accessory Building. Home Occupations are permitted anywhere.	**Limited Office:** The building area available for office use by the resident of each lot, and up to three non-resident employees, is restricted to the first floor of the Principal Building or any part of an Accessory Building. Home Occupations are permitted anywhere.	**Open Office:** The building area available for office use on each lot is unlimited.
d. RETAIL	**Restricted Retail:** The building area available for retail use is restricted to one block corner location at the first story for each 300 dwelling units. This specific use shall be further restricted to neighborhood store, or food service seating no more than 20.	**Limited Retail:** The building area available for retail use with regular hours is limited to the first story of buildings at corner locations. The specific use shall be further limited to neighborhood store, or food service seating no more than 40. Cottage Industry with up to three employees shall be permitted at all locations, with retail sales by appointment only.	**Open Retail:** The building area available for retail use is unlimited.
e. CIVIC	See Table 6F	See Table 6F	See Table 6F
f. OTHER	See Table 6F	See Table 6F	See Table 6F

Table 6F: Specific Function & Use. This table expands the categories of Table 6E to delegate specific functions and uses within Transect Zones.

a. RESIDENTIAL	T1	T2	T3	T4	T5	T6	SD
Single Family		■	■	■			
Two-family (Duplex)			■	■			
Multi-family				■	■	■	
Live/Work Unit			■	■	■	□	□
Group Home				□	■		
Accessory Unit		■	■	■	■	■	
Manufactured House			□				□
Temporary Tent	□	□	□	□	□	□	□
b. LODGING							
Hotel (no room limit)					■	■	□
Inn (up to 12 rooms)		□		■	■	■	
Inn (up to 5 rooms)		□	■	■	■	■	
S.R.O. hostel			□	□	□	□	□
School Dormitory				■	■	■	■
c. OFFICE							
Office Building				■	■	■	□
Live-Work Unit			■	■	■	■	□
d. RETAIL							
Open-Market Building		■	■	■	■	■	■
Retail Building				■	■	■	□
Display Gallery				■	■	■	□
Cafe / Restaurant			□	■	■	■	□
Kiosk				■	■	■	□
Push Cart					□	□	□
Liquor Selling Establishment					□	□	□
Adult Entertainment						□	□
e. CIVIC							
Bus Shelter			■	■	■	■	■
Convention Center						□	■
Conference Center					□	■	■
Exhibition Center						□	■
Fountain or Public Art		■	■	■	■	■	■
Library				■	■	■	■
Live Theater					■	■	■
Movie Theater					■	■	■
Museum				□	□	■	■
Outdoor Auditorium		□	■		■	■	■
Parking Structure				□	■	■	■
Passenger Terminal					□	□	■
Playground		■	■	■	■	■	■
Sports Stadium						□	■
Surface Parking Lot				□	□	□	■
Religious Assembly		■	■	■	■	■	■

f. OTHER: AGRICULTURE	T1	T2	T3	T4	T5	T6	SD
Grain Storage	■	■					□
Livestock Pen	□	□					□
Greenhouse	■	■	□				□
Stable	■	■	□				□
Kennel	■	■	□	□	□	□	□
g. OTHER: AUTOMOTIVE							
Gasoline		□			□	□	■
Automobile Service							■
Automobile Sales					□	□	□
Truck Maintenance							■
Drive -Through Facility					□	□	■
Rest Stop	■	■					□
Roadside Stand	■	■					□
Shopping Center / Mall							□
h. OTHER: CIVIL SUPPORT							
Fire Station			■	■	■	■	■
Police Station				■	■	■	■
Cemetery		■	□	□			■
Funeral Home				■	■	■	■
Hospital					□	□	■
Medical Clinic				□	■	■	■
i. OTHER: EDUCATION							
College					□	□	■
High School				□	□	□	■
Trade School					□	□	■
Elementary School			□	■	■	■	■
Childcare Center		■	■	■	■	■	□
j. OTHER: INDUSTRIAL							
Heavy Industrial Facility							■
Light Industrial Facility						□	■
Truck Depot							■
Laboratory Facility						□	■
Water Supply Facility							■
Sewer and Waste Facility							■
Electric Substation	□	□	□	□	□	□	■
Wireless Transmitter	□	□					■
Cremation Facility							■
Warehouse						□	■
Produce Storage							■
Mini-Storage							■

■ BY RIGHT
□ BY WARRANT

TABLE 7A. SMARTCODE SUMMARY

	T1 NATURAL ZONE	T2 RURAL ZONE	T3 SUB-URBAN ZONE	T4 GENERAL URBAN ZONE	T5 URBAN CENTER ZONE	T6 URBAN CORE ZONE	SD SPECIAL DISTRICT
a. ALLOCATION OF ZONES for New Communities (by land area, per Community Unit) See Table 2A							
CLD	50% minimum of T1 and T2 or combination		10-30%	20-40%	not permitted	not permitted	
TND	permitted	permitted	10-30%	30-60%	10-30%	not permitted	
RCD	not permitted	not permitted	not permitted	10-30%	10-30%	40-80%	
b. BASE RESIDENTIAL DENSITY							
By Right		1 unit / 20 ac avg	4 units / ac gross	12 units / ac gross	20 units / ac gross	no maximum*	
Other Functions Permitted*			10 - 20%	20 - 30%	30 - 50%	50 - 70%	
c. BLOCK SIZE							
Block Perimeter	no maximum	no maximum	4000' max, b/f 1200 max	3600' max, b/f 1200 max	2000' max, b/f 600 max	2000' max,b/f 600 max*	
d. THOROUGHFARES						* 3000 ft max with parking structures	
Rear Lane		permitted	permitted	permitted			
Rear Alley			permitted	**required**	**required**	**required**	
Road	permitted	permitted	permitted				
Street			permitted	permitted	permitted	permitted	
Commercial Street					permitted	permitted	
Avenue			permitted	permitted	permitted		
Boulevard			permitted	permitted	permitted	permitted	
RR	permitted	permitted	permitted				
Drive			permitted	permitted	permitted	permitted	
Path	permitted	permitted	permitted	permitted			
Passage			permitted	permitted	permitted	permitted	
Bicycle Trail	permitted	permitted	permitted	permitted *			
Bicycle Lane	permitted	permitted	permitted	permitted			
Bicycle Route	permitted	permitted	permitted	permitted	permitted	permitted	
e. CIVIC SPACES See Table 3F						* permitted only within Civic Spaces	
Park	permitted	permitted	permitted				
Green			permitted	permitted	permitted		
Square				permitted	permitted	permitted	
Plaza					permitted	permitted	
Playground / Pocket Park	permitted	permitted	permitted	permitted	permitted	permitted	
f. LOT OCCUPATION							
Lot Width		by Warrant	40 ft min 120 ft max	16 ft min 96 max	no min, 180 ft max	18 ft min 700 ft max	
Lot Coverage			60% max	70% max	80% max	100% max	
g. SETBACKS - PRINCIPAL BUILDING See Table 8A							
Front Setback (Principal)	Outbuilding shall be behind Principal Building						
Front Setback (Secondary)		48 ft min	12 ft min	6 ft min 20 ft max	0 ft min 12 ft max	0 ft min 12 ft max	
Side Setback		100 ft min	12 ft min	0 ft min	0 ft min 24 ft max	0 ft min 24 ft max	
Rear Setback		100 ft min	12 ft min	3 ft min *	3 ft min *	0 ft. min	
Frontage Buildout		n/a	40% min	60% min	80% min	80% min	
h. SETBACKS - OUTBUILDING See Table 8A							
Front Setback	n/a	20 ft min + bldg setback	20 ft min + bldg setback	20 ft min + bldg setback	40 ft max from rear lot line		
Side Setback	n/a	5 ft min	5 ft min	5 ft min or attached	5 ft min or attached		
Rear Setback	n/a	5 ft min	5 ft min	5 ft min	5 ft min		
i. BUILDING PLACEMENT See Table 6A							
Detached		permitted	permitted	permitted			
Semi-Detached				permitted	permitted		
Attached				permitted	permitted	permitted	
Courtyard					permitted	permitted	
j. PRIVATE FRONTAGES See Table 6C							
Common Yard		permitted	permitted	permitted			
Porch & Fence			permitted	permitted			
Terrace or LC				permitted	permitted		
Forecourt				permitted	permitted	permitted	
Stoop				permitted	permitted	permitted	
Shopfront				permitted	permitted	permitted	
Gallery				permitted	permitted	permitted	
Arcade				permitted	permitted	permitted	
k. BUILDING FORM See Table 6B							
Principal Building		2 Stories max	2 Stories max	3 Stories max	4 Stories max	8 Stories max, 2 min.	
Outbuilding		2 Stories max	2 Stories max	2 Stories max	2 Stories max		
l. BUILDING FUNCTION See Table 6E & Table 6F							
Residential		restricted use	restricted use	limited use	open use	open use	
Lodging		restricted use	restricted use	limited use	open use	open use	
Office			restricted use	limited use	open use	open use	
Retail			restricted use	limited use	open use	open use	

PLACEMENT

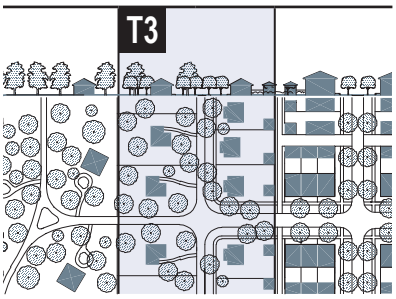
FORM

FUNCTION

Chapter 6

Chapter 3, 4, 5

TABLE 7B. SUMMARY OF T3



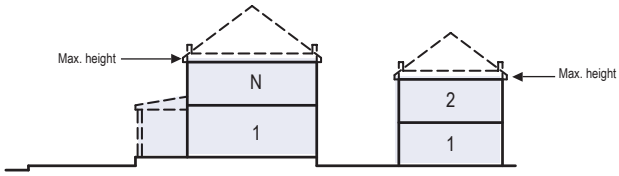
(see Table 1B)

BUILDING FUNCTION (see Table 6E & Table 6F)	
Residential	restricted use
Lodging	restricted use
Office	restricted use
Retail	restricted use
BUILDING CONFIGURATION (see Table 6B)	
Principal Building	2 stories max.
Outbuilding	2 stories max
LOT OCCUPATION	
Lot Width	40 ft min 120 ft max
Lot Coverage	60% max
BUILDING PLACEMENT (see Table 6A)	
Detached	permitted
Semi-Detached	
Attached	
Courtyard	
SETBACKS - PRINCIPAL BUILDING	
(g.1) Front Setback Principal	24 ft. min
(g.2) Front Setback Secondary	12 ft min
(g.3) Side Setback	12 ft min
(g.4) Rear Setback	12 ft min*
Frontage Buildout	40% min at setback
SETBACKS - OUTBUILDING	
(h.1) Front Setback	20 ft. min. + bldg setback
(h.2) Side Setback	3 ft. or 6 ft at corner
(h.3) Rear Setback	3 ft. min
PRIVATE FRONTAGES	
Common Lawn	permitted
Porch & Fence or Dooryard	permitted
Terrace or Lightwell	
Forecourt	
Stoop	
Shopfront	
Gallery	
Arcade	
PARKING MINIMUMS	
See Table 6E & Chapter 6	

*or 15 ft. from center line of alley

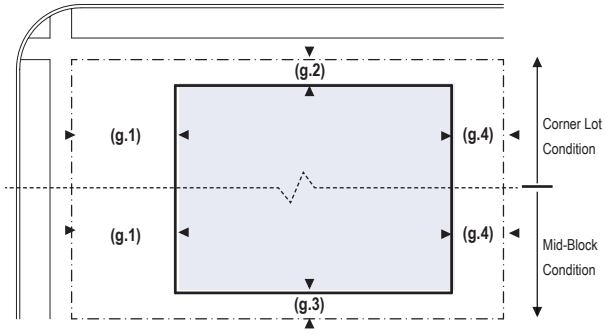
BUILDING HEIGHT

1. Building height shall be measured in number of stories, excluding attics and raised basements.
2. Stories may not exceed 14 feet in height from finished floor to finished ceiling, except for a first floor commercial function which shall be a minimum of 11 ft with a maximum of 25 feet.
3. Height shall be measured to the eave or roof deck.



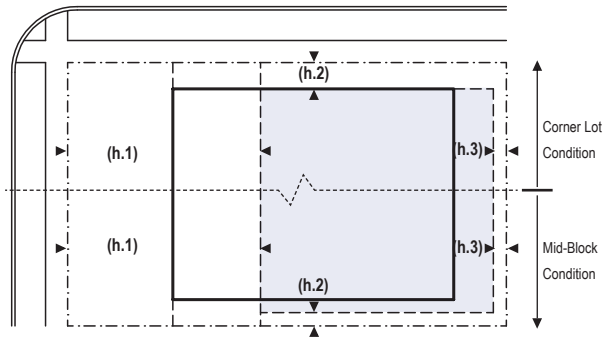
SETBACKS - PRINCIPAL BLDG

1. The facades and elevations of Principal Buildings shall be distanced from the lot lines as shown.
2. Facades shall be built out along the Principal Frontage to the minimum specified width in the table.



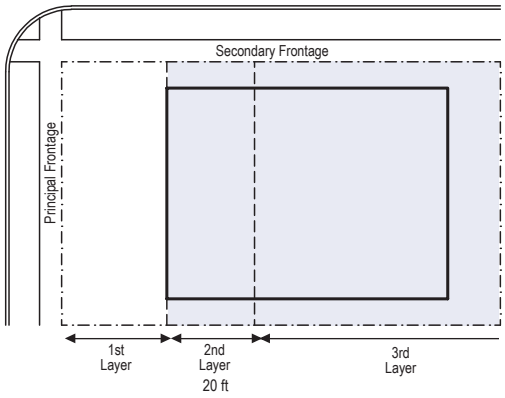
SETBACKS - OUTBUILDING

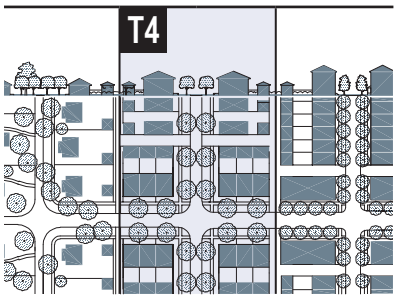
1. The elevations of the Outbuilding shall be distanced from the lot lines as shown.



PARKING PLACEMENT

1. Uncovered parking spaces may be provided within the second and third layer as shown in the diagram.
2. Covered parking shall be provided within the third layer as shown in the diagram. Side- or rear-entry garages may be permitted in the first or second layer by Warrant.





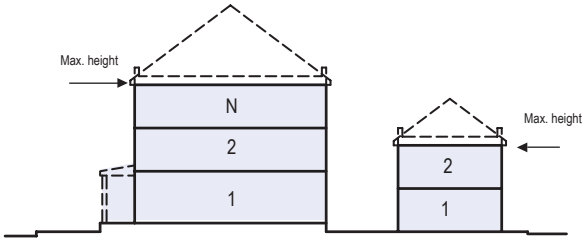
(see Table 1B)

BUILDING FUNCTION (see Table 6E & Table 6F)	
Residential	limited use
Lodging	limited use
Office	limited use
Retail	limited use
BUILDING HEIGHT (see Table 6B)	
Principal Building	3 stories max
Outbuilding	2 stories max
LOT OCCUPATION	
Lot Width	18 ft min 96 ft max
Lot Coverage	70% max
BUILDING PLACEMENT (see Table 6A)	
Detached	permitted
Semi-Detached	permitted
Attached	permitted
Courtyard	
SETBACKS - PRINCIPAL BUILDING	
(g.1) Front Setback Principal	6 ft. min. 20 ft. max
(g.2) Front Setback Secondary	6 ft. min. 20 ft. max
(g.3) Side Setback	0 ft. min
(g.4) Rear Setback	3 ft. min*
Frontage Buildout	60% min at setback
SETBACKS - OUTBUILDING	
(h.1) Front Setback	20 ft. min. + bldg. setback
(h.2) Side Setback	3 ft. min. or 6 ft at corner
(h.3) Rear Setback	3 ft. min
PRIVATE FRONTAGES (see Table 6C)	
Common Lawn	permitted
Porch & Fence or Dooryard	permitted
Terrace or Lightwell	permitted
Forecourt	permitted
Stoop	permitted
Shopfront	permitted
Gallery	permitted
Arcade	
PARKING MINIMUMS	
See Table 6E & Chapter 6	

*or 15 ft. from center line of alley

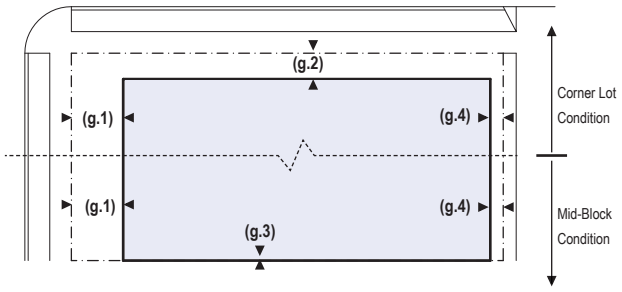
BUILDING HEIGHT

1. Building height shall be measured in number of stories, excluding attics and raised basements.
2. Stories may not exceed 14 feet in height from finished floor to finished ceiling, except for a first floor commercial function which shall be a minimum of 11 ft with a maximum of 25 feet.
3. Height shall be measured to the eave or roof deck.



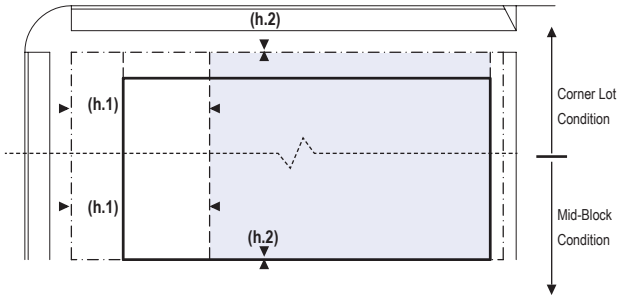
SETBACKS - PRINCIPAL BLDG

1. The facades and elevations of Principal Buildings shall be distanced from the lot lines as shown.
2. Facades shall be built out along the Principal Frontage to the minimum specified width in the table.



SETBACKS - OUTBUILDING

1. The elevations of the Outbuilding shall be distanced from the lot lines as shown.



PARKING PLACEMENT

1. Uncovered parking spaces may be provided within the second and third layer as shown in the diagram.
2. Covered parking shall be provided within the third layer as shown in the diagram.

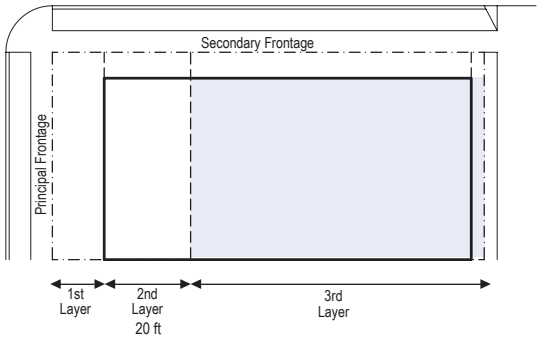
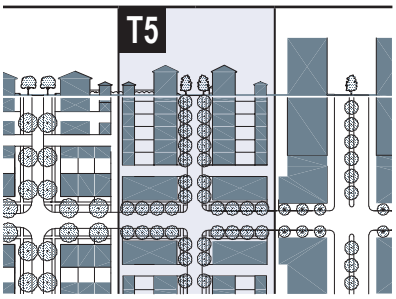


TABLE 7D. SUMMARY OF T5



(see Table 1B)

BUILDING FUNCTION (see Table 6E & Table 6F)	
Residential	open use
Lodging	open use
Office	open use
Retail	open use

BUILDING HEIGHT (see Table 6B)	
Principal Building	4 stories max
Outbuilding	2 stories max

LOT OCCUPATION	
Lot Width	no min, 180 ft max
Lot Coverage	80% max

BUILDING PLACEMENT (see Table 6A)	
Detached	
Semi-Detached	permitted
Attached	permitted
Courtyard	permitted

SETBACKS - PRINCIPAL BUILDING	
(g.1) Front Setback Principal	0 ft. min 12 ft. max
(g.2) Front Setback Secondary	0 ft. min 12 ft. max
(g.3) Side Setback	0 ft. min 24 ft. max
(g.4) Rear Setback	3 ft. min*
Frontage Buildout	80% min at setback

SETBACKS - OUTBUILDING	
(h.1) Front Setback	40 ft max from rear lot line
(h.2) Side Setback	3 ft min or 6 ft at corner
(h.3) Rear Setback	3 ft. min

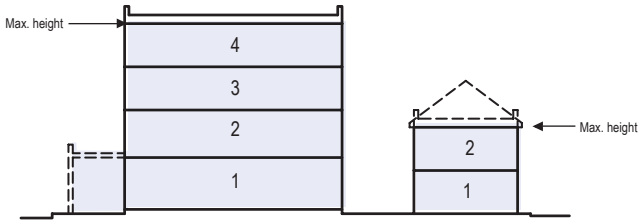
PRIVATE FRONTAGES (see Table 6C)	
Common Lawn	
Porch & Fence or Dooryard	
Terrace or Lightwell	permitted
Forecourt	permitted
Stoop	permitted
Shopfront	permitted
Gallery	permitted
Arcade	permitted

PARKING MINIMUMS
See Table 6E & Chapter 6

*or 15 ft. from center line of alley

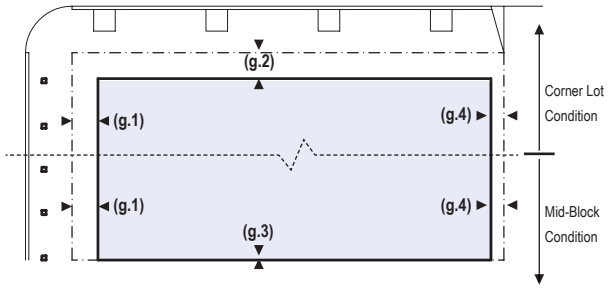
BUILDING CONFIGURATION

1. Building height shall be measured in number of stories, excluding attics and raised basements.
2. Stories may not exceed 14 feet in height from finished floor to finished ceiling, except for a first floor Commercial function which must be a minimum of 11 ft with a maximum of 25 ft.
3. Height shall be measured to the eave or roof deck as specified on Table 6B.
4. Expression Lines shall be as shown on Table 6B.



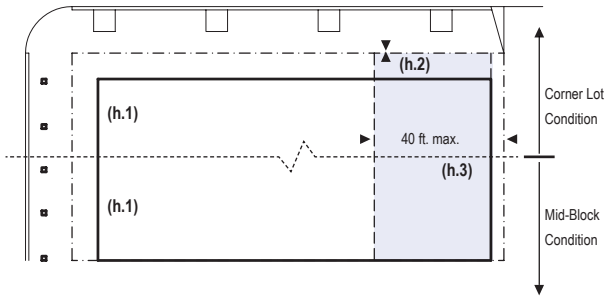
SETBACKS - PRINCIPAL BLDG

1. The facades and elevations of Principal Buildings shall be distanced from the lot lines as shown.
2. Facades shall be built out along the Principal Frontage to the minimum specified width in the table.



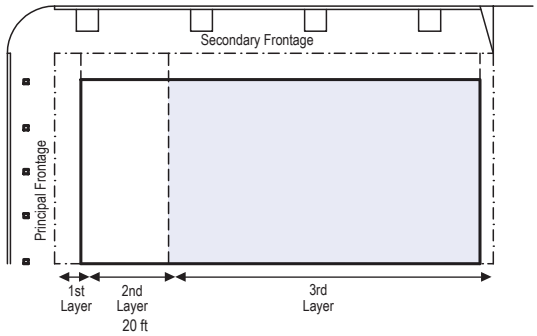
SETBACKS - OUTBUILDING

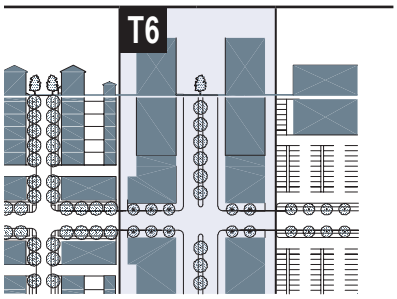
1. The elevations of the Outbuilding shall be distanced from the lot lines as shown.



PARKING PLACEMENT

1. Uncovered parking spaces may be provided within the third layer as shown in the diagram.
2. Covered parking shall be provided within the third layer as shown in the diagram.





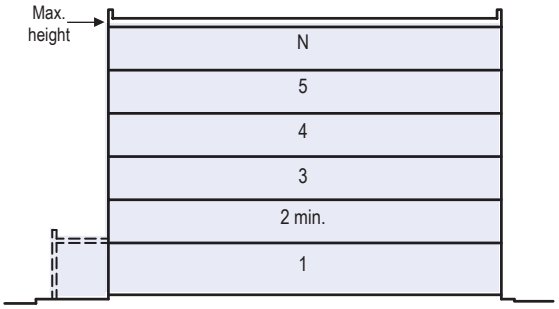
(see Table 1B)

BUILDING FUNCTION (see Table 6E & Table 6F)	
Residential	open use
Lodging	open use
Office	open use
Retail	open use
BUILDING HEIGHT (see Table 6B)	
Principal Building	8 stories max., 2 stories min
Outbuilding	
LOT OCCUPATION	
Lot Area	no min
Lot Coverage	100% max
BUILDING PLACEMENT (see Table 6A)	
Detached	
Semi-Detached	
Attached	permitted
Courtyard	permitted
SETBACKS - PRINCIPAL BUILDING	
(g.1) Front Setback Principal	0 ft min 12 ft max
(g.2) Front Setback Secondary	0 ft min 12 ft max
(g.3) Side Setback	0 ft min 24 ft max
(g.4) Rear Setback	0 ft min
Frontage Buildout	80% min at setback
SETBACKS - OUTBUILDING	
Front Setback	
Side Setback	
Rear Setback	
PRIVATE FRONTAGES (see Table 6C)	
Common Lawn	
Porch & Fence or Dooryard	
Terrace or Lightwell	
Forecourt	permitted
Stoop	permitted
Shopfront	permitted
Gallery	permitted
Arcade	permitted
PARKING PROVISIONS	
See Table 6E & Chapter 6	

*or 15 ft. from center line of alley

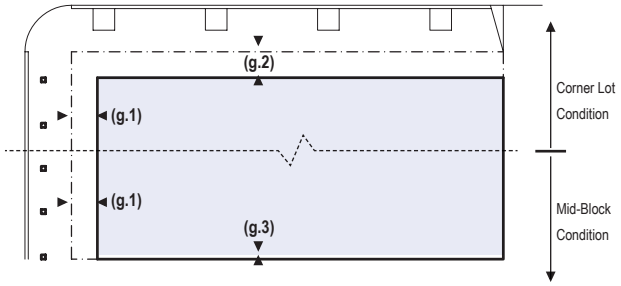
BUILDING CONFIGURATION

1. Building height shall be measured in number of stories, excluding attics and raised basements.
2. Stories may not exceed 14 feet in height from finished floor to finished ceiling, except for a first floor Commercial Function which must be a minimum of 11 ft with a maximum of 25 ft.
3. Height shall be measured to the eave or roof deck.
4. Stepbacks, Recess Lines, and Extension Lines shall be as shown on Table 6B.



SETBACKS - PRINCIPAL BLDG

1. The facades and elevations of Principal Buildings shall be distanced from the lot lines as shown.
2. Facades shall be built out along the Principal Frontage to the minimum specified width in the table.



PARKING PLACEMENT

1. Uncovered parking spaces may be provided within the third layer as shown in the diagram .
2. Covered parking shall be provided within the third layer as shown in the diagram.

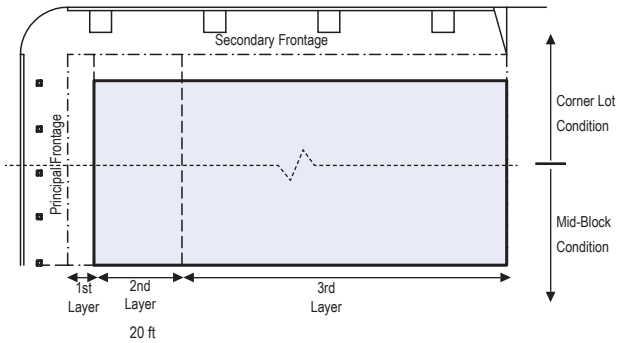


TABLE 7F. SPECIAL DISTRICT SUMMARY

The metrics for each column of this table (SD1, SD2, etc.) are to be filled in for each Special District as they currently exist, or as they are permitted. More pages can be added. Special Districts that do not have provisions within this Code shall be governed by the standards of the pre-existing zoning.

	SD1	SD2	SD3	SD4	SD5	SD6	SD7	
a. ALLOCATION OF ZONES								
CLD								
TND								
RCD								
b. BASE RESIDENTIAL DENSITY								
By Right								
By TDR								
Other Functions								
c. BLOCK SIZE								
Block Perimeter								
d. THOROUGHFARES								
Rear Lane								
Rear Alley								
Road								
Street								
Commercial Street								
Avenue								
Boulevard								
RR								
Drive								
Path								
Passage								
Bicycle Trail								
Bicycle Lane								
Bicycle Route								
e. CIVIC SPACES								
Park								
Green								
Square								
Plaza								
Playground								
f. LOT OCCUPATION								PLACEMENT
Lot Width								
Lot Coverage								
g. SETBACKS - PRINCIPAL BUILDING								
Front Setback								
Side Setback								
Rear Setback								
h. BUILDING PLACEMENT (see Table 6A)								
Detached								
Semi-Detached								
Attached								
i. PRIVATE FRONTAGES (see Table 6C)								FORM
Common Yard								
Porch & Fence								
Terrace, Dooryard								
Forecourt								
Stoop								
Shopfront								
Gallery								
Arcade								
Parking Lot								
j. BUILDING HEIGHT (see Table 6B)								
Principal Building								
Outbuilding								
k. BUILDING FUNCTION (see Table 6E and Table 6F)								FUNCTION
Residential								
Lodging								
Office								
Retail								

8.1 DEFINITIONS

This Chapter provides definitions for terms in this Code that are technical in nature or that otherwise may not reflect a common usage of the term. If a term is not defined in this Chapter, then the Planning Director shall determine the correct definition. Terms that are capitalized within Definitions are also defined in this Chapter.

Accessory Building: an Outbuilding with an Accessory Unit.

Accessory Unit: an Apartment sharing ownership and utility connections with a Principal Building, either within an Outbuilding or within the Principal Building. *See Table 6F* and *Table 8A.*

Address Sign: a sign, generally applied to a building wall, that displays a building's address.

Allee: a regularly spaced and aligned row of trees usually planted along a Thoroughfare or Path.

American Vignola: *The American Vignola* by William Ware, first published in 1903.

Ancillary Roof: a roof secondary to the roof of the Principal Building.

Apartment: a Residential unit sharing a building and a Lot with other units and/or uses; may be for rent, or for sale as a condominium.

Apex: the highest point of a sign as measured from the point on the ground where its structure is located, or, if no sign structure is present, from the point on the ground directly below the sign itself.

Arcade: a Private Frontage conventional for Retail use wherein the Facade is a colonnade supporting habitable space that overlaps the Sidewalk, while the Facade at Sidewalk level remains at the Frontage Line.

A-Street: a designation for a Thoroughfare that is walkable, in comparison with a B-Street or a C-Street.

Attached: characterizing a building that occupies the full Frontage Line and is attached to another of the same type, usually leaving the rear of the Lot as the principal yard. *See Table 6A.*

Attic: the interior part of a building contained within a pitched roof structure.

Avenue (AV): a Thoroughfare of high vehicular capacity and low to moderate speed, acting as a short distance connector between urban centers, and usually equipped with a landscaped median.

Awning Sign: lettering applied directly on the Valance or other vertical portion of an awning.

Backbuilding: a single-Story structure connecting a Principal Building to an Outbuilding. *See Table 8A.*

Band Sign: a sign that is attached flat on the exterior front, rear or side wall of any building or other structure.

Bed and Breakfast: an owner-occupied Lodging type, serving breakfast in the mornings to guests.

Bicycle Box: a section of pavement designed to give bicyclists using a Bicycle Lane a head start at signalized intersections. A Bicycle Box is often colored and includes a standard white bicycle pavement marking. It improves visibility between motorists turning right and cyclists traveling through the intersection.

Bicycle Lane (BL): a dedicated lane for cycling within a moderate-speed vehicular Thoroughfare, demarcated by striping.

Bicycle Locker: an enclosed and secured locker that provides bicycle parking for long term use.

Bicycle Route (BR): a Thoroughfare suitable for the shared use of bicycles and automobiles moving at low speeds.

Bicycle Shelter: a roofed shelter that provides multiple bicycle racks for public use.

Bicycle Station: a building that provides self-service, attended indoor valet, or automated bicycle parking services, often accompanied by showers, lockers, bicycle repair and rental facilities.

Bicycle Trail (BT): a Bikeway running independently of a vehicular Thoroughfare.

Bikeway: any designated Thoroughfare or part of a Thoroughfare for bicycling. See **Bicycle Lane**, **Bicycle Route**, and **Bicycle Trail**.

Blade Sign: a sign mounted on the building Facade, projecting at a 90-degree angle.

Block: the aggregate of private Lots, Passages, Rear Alleys and Rear Lanes, circumscribed by Thoroughfares.

Block Face: the aggregate of all the building Facades on one side of a Block.

Boulevard: a Thoroughfare designed for high vehicular capacity and moderate speed, traversing an Urbanized area. Boulevards are usually equipped with access lanes buffering Sidewalks and buildings.

B-Street: a designation for a Thoroughfare that has some automobile-oriented frontages but is still generally walkable in comparison with a C-Street.

Buffered Bicycle Lane: a Bicycle Lane separated from vehicular travel and/or parking lanes by striped pavement markings which function as a buffer.

Bungalow: a Detached building type, one or one and a half stories.

By Right: characterizing a proposal or component of a proposal for a plan that complies with this code and is processed and permitted administratively, without public hearing. See **Exception, Variance,** and **Warrant**.

C-Street: a designation for a Thoroughfare that has automobile-oriented frontages, and is not walkable in comparison with an A-Street or a B-Street.

Channel Letters: removable letters that fit into channels on a sign or Marquee.

Civic: pertaining to not-for-profit organizations dedicated to arts, culture, education, religion, recreation, government, transit, or municipal parking.

Civic Building: a building occupying a special physical place in the community and operated by not-for-profit organizations dedicated to arts, culture, education, religion, recreation, government, or transit, or for use approved by the legislative body.

Civic Parking Reserve: parking structure or parking lot within a quarter-mile of the site that it serves.

Civic Space: an outdoor area dedicated for public use. *See Table 3F.*

Civic Zone: designation for public sites dedicated for Civic Buildings and Civic Space.

CLD: Clustered Land Development.

Clearance: the height above the walkway, or other surface if specified, of the bottom edge of an element.

Clustered Land Development: one of the Community Units regulated in this Code, a small settlement usually standing free in the countryside.

Commercial: the term collectively defining Office, Retail, and Lodging Functions.

Common Yard: a planted Private Frontage wherein the Facade is set back from the Frontage line. It is visually continuous with adjacent yards. *See Table 6C.*

Community Unit: a regulatory category for the physical form, density, and extent of a settlement. The three Community Unit types addressed in this Code are CLD, TND, and RCD. Variants for redevelopment and Infill are called Infill CLD, Infill TND, and Infill RCD.

Concept Plan: the first plan required for a New Community, Infill, or Participating Parcel proposal.

Conventional Development Sector: the aggregate of the land areas on the Leander Sector Map that permit the option to develop in the form of CLD or TND Community Units, but are otherwise regulated by the Composite Zoning Ordinance.

Cornice: a horizontal or sloped decorative molding that edges or crowns a roofline, door, window, portico, etc. In addition to its ornamental function, it can help throw rainwater away from the building.

Corridor: a lineal geographic system incorporating transportation and/or Greenway trajectories.

Cottage: a Detached Building type. A single-family dwelling, on a regular Lot, often shared with an Accessory Building in the back yard.

Cottage Industry: artisan activities in the Principal Building, Outbuilding, or back yard. See Table 6E and Table 6F.

Courtyard Building: a building that occupies the boundaries of its Lot while internally defining one or more private patios. *See Table 6A.*

CPVC: Chlorinated polyvinyl chloride.

Curb: the edge of the vehicular pavement that may be raised or flush to a Swale. It usually incorporates the drainage system. *See Table 3D and Table 3E.*

Design Speed: the velocity at which a Thoroughfare tends to be driven without the constraints of signage or enforcement. *See Table 3A.*

Detached: characterizing a building that occupies the center of its Lot with Setbacks on all sides. *See Table 6A.*

Dooryard: a Private Frontage type with a shallow Setback and front garden or patio, usually with a low wall at the Frontage Line. *See Table 6C.*

Dormer: a window set vertically in a structure that protrudes from a sloped roof, or the roofed structure containing such a window.

Drive: a Thoroughfare along the boundary between an Urbanized and a natural condition, usually along a waterfront, Park, or promontory. One side has the urban character of a Thoroughfare, with Sidewalk and building, while the other has the qualities of a Road or parkway, with naturalistic planting and rural details.

Driveway: a vehicular lane within a Lot, often leading to a garage. *See Section 4.8 and*

Section 6.7.

Effective Turning Radius: the measurement of the inside Turning Radius taking parked cars into account. *See Table 8A.*

EIFS: Exterior Insulation Finishing System.

Elevation: an exterior wall of a building not along a Frontage Line. See: **Facade.** *See Table 8A.*

Encroach: to break the plane of a vertical or horizontal regulatory limit with a structural element, so that it extends into a Setback, into the Public Frontage, or above a height limit.

Encroachment: any structural element that breaks the plane of a vertical or horizontal regulatory limit, extending into a Setback, into the Public Frontage, or above a height limit.

Enfront: placed along or parallel to a Frontage, as in "porches enfront the street."

Entasis: the diminution of a column beginning at a point 1/3 up the shaft and ending at the neck, which is 5/6 the diameter of the column at its base. See also The American Vignola.

Exception: a ruling that would permit a practice that is not consistent with a specific provision of this Code nor its Intent *(Section 1.3).* See **Variance.**

Facade: the exterior wall of a building that is set along or parallel to a Frontage Line. See **Elevation.**

Fascia: a horizontal band forming the vertical face of a cornice under a roof edge.

Fly Ash: one of the residues generated in combustion that comprises the fine particles rising with the flue gases.

Forecourt: a Private Frontage wherein a portion of the Facade is close to the Frontage Line and the central portion is set back. *See Table 6C.*

Frontage: the area between a building Facade and the vehicular lanes, inclusive of its built and planted components. Frontage is divided into Private Frontage and Public Frontage. *See Table 3D and Table 6C.*

Frontage Buildout: the percentage of Lot width occupied by the width of the building Facade.

Frontage Line: a Lot line bordering a Public Frontage. Facades facing Frontage Lines define the public realm and are therefore more regulated than the Elevations facing other Lot lines. *See Table 8A.*

Function: the use or uses accommodated by a building and its Lot, categorized as Restricted, Limited, or Open, according to the intensity of the use. *See Table 6E and Table 6F.*

Gallery: a Private Frontage conventional for Retail use wherein the Facade is aligned close to the Frontage Line with an attached cantilevered shed or lightweight colonnade overlapping the Sidewalk. *See Table 6C.*

General Sector: the S1 Sector on the Leander Sector Map.

Green: a Civic Space type for unstructured recreation, spatially defined by landscaping rather than building Frontages. *See Table 3F.*

Hammerhead: a type of dead-end thoroughfare with one or two short extensions.

Head Casing: the trim over the horizontal structural member spanning an opening.

Home Occupation: non-Retail workplace enterprises. *See Table 6E.*

House: a Detached Building type, usually a single-family dwelling on a large Lot, often

shared with an Accessory Building in the back yard.

Infill: *noun* - new development on land that had been previously developed, including smaller greyfield and brownfield sites and cleared land within Urbanized areas. *verb* - to develop such areas.

Inn: a Lodging type, owner-occupied, offering 6 to 12 bedrooms, permitted to serve breakfast in the mornings to guests. *See Table 6E.*

Layer: a range of depth of a Lot within which certain elements are permitted. *See Table 8A.*

Lightwell: a Private Frontage type that is a below-grade entrance or recess designed to allow light into basements. *See Table 6C.*

Linear Pedestrian Shed: an elongated Pedestrian Shed that is used for planning along an important Mixed Use Corridor such as a main street. It extends approximately 1/4 mile from each side of the Corridor for up to a mile in length, in a lozenge shape. See **Pedestrian Shed.**

Liner Building: a building specifically designed to mask a parking lot or a Parking Structure from a Frontage.

Live-Work: a Mixed Use unit consisting of a Commercial and Residential Function. The Commercial Function may be anywhere in the unit. It is intended to be occupied by a business operator who lives in the same structure that contains the Commercial activity or industry. See **Work-Live**.

Lodging: premises available for daily and weekly renting of bedrooms. *See Table 6E and Table 6F.*

Long Pedestrian Shed: a Pedestrian Shed that is 1/2 mile radius, used for planning when a transit station is present or proposed as a walking destination of approximately 10-15 minutes. See **Pedestrian Shed.**

Lot: a parcel of land accommodating a building or buildings of unified design.

Lot Line: the boundary that legally and geometrically demarcates a Lot.

Lot Width: the measurement of the Principal Frontage Line of a Lot.

Manufacturing: premises available for the creation, assemblage and/or repair of artifacts, using table-mounted electrical machinery or artisanal equipment, and including their Retail sale.

Marquee: a structural feature of a building that provides shelter and sign space.

Massing: the general size and shape of a building.

Meeting Hall: a building available for gatherings, including conferences.

Message Board: a sign with changeable text. Non-electronic Message Boards typically consist of letters attached to a surface within a transparent display case. Electronic Message Boards typically have a fixed or changing message composed of a series of lights.

Mixed Use: multiple Functions within the same building on different floors or by adjacency, or in multiple buildings by adjacency or proximity.

Mullion: a structural member joining windows and/or doors in a single structural opening.

Muntin: a structural member supporting individual panes of glass in a single sash or window.

Nameplate: a sign consisting of either a panel or individual letters applied to a building, listing the names of businesses or building tenants.

New Community: a Walkable settlement intended for a land area that was previously undeveloped, or that has been cleared for new development.

Office: premises available for the transaction of general business but excluding Retail, artisanal and Manufacturing uses. *See Table 6E.*

Old Town Sector: the S3 Sector on the Leander Sector Map, delineating the traditional urbanized area of Old Town.

Open Space: land intended to remain undeveloped or adapted as Civic Space.

Outbuilding: an Accessory Building, usually located toward the rear of the same Lot as a Principal Building, and sometimes connected to the Principal Building by a Backbuilding. *See Table 8A.*

Outdoor Display Case: a sign consisting of a lockable metal or wood framed cabinet with a transparent window or windows, mounted onto a building wall or freestanding support. It allows the contents, such as menus or maps, to be maintained and kept current.

Park: a Civic Space type that is a natural preserve available for unstructured recreation. *See Table 3F.*

Parking Structure: a building containing one or more Stories of parking above grade.

Passage: a pedestrian connector, open or roofed, that passes between buildings to provide shortcuts through long Blocks and connect rear parking areas to Frontages.

Participating Parcel: a land area smaller than the minimum required for a Community Unit in its Sector, which can nevertheless contribute to a Concept Plan. *See Section 1.4.1 and Section 4.4.*

Path: a pedestrian way traversing a Park or rural area, or alongside a Road, ideally connecting directly with the urban Sidewalk network.

Pedestrian Shed: a land area that is centered on a common destination such as a main Civic Space or a transit station. Its size is related to the average walking distance for the applicable Community Unit type. Pedestrian Sheds are used to plan communities. See specific types **Linear Pedestrian Shed, Long Pedestrian Shed,** and **Standard Pedestrian Shed.**

Peg-a-Track: parallel dashed pavement markings that continue a Bicycle Lane through an intersection.

Physically-Separated Bicycle Lane: a uni- or bi-directional Bicycle Lane separated from the motor vehicle travel lanes by Curbs, railings, plantings, parked cars, and/or grade separation.

Planter: the element of the Public Frontage which accommodates street trees, whether continuous or individual.

Plaza: a Civic Space type designed for Civic purposes and Commercial activities in the more urban Transect Zones, generally paved and spatially defined by building Frontages.

Pork Chop Return: triangular piece of trim at the bottom of a sloped fascia or cornice.

Principal Building: the main building on a Lot, usually located toward the Frontage. *See Table 8A.*

Principal Entrance: the main point of access for pedestrians into a building.

Principal Frontage: on corner Lots, the Private Frontage designated to bear the address and Principal Entrance to the building, and the measure of Lot Width. Prescriptions for the parking Layers pertain only to the Principal Frontage. Prescriptions for the first Layer pertain

to both Frontages of a corner Lot. See **Frontage.**

Private Frontage: the privately held Layer between the Frontage Line and the Principal Building Facade. *See Table 6C and Table 8A.*

Public Frontage: the area between the outer edge of the Vehicular Lanes and the Frontage Line. *See Table 3D and Table 3E.*

RCD: Regional Center Development.

Rear Alley: a more urban vehicular way located to the rear of Lots providing access to service areas, parking, and Outbuildings, and containing utility easements.

Rear Lane: a more rural vehicular way located to the rear of Lots providing access to service areas, parking, and Outbuildings, and containing utility easements.

Regional Center Development: one of the Community Units regulated in this Code, constituting a high-density town or downtown with rail transit.

Residential: characterizing premises available for long-term human dwelling.

Retail: characterizing premises available for the sale of merchandise and food service. *See Table 6E and Table 6F.*

Retail Frontage: frontage designated on a Transect Map that requires or recommends the provision of a Shopfront, encouraging the ground level to be available for Retail use. *See Section 3.3.*

Road: a Thoroughfare of rural character and low-to-moderate vehicular speed and capacity. *See Table 3D.*

Secondary Frontage: on corner Lots, the Private Frontage that is not the Principal Frontage. As it affects the public realm, its first Layer is regulated. *See Table 8A.*

Semi-Detached: characterizing a building that occupies one side of the Lot with a Setback on the other side, attached to another of the same type on the adjacent Lot. *See Table 6A.*

Setback: the area of a Lot measured from the Lot line to a building Facade or Elevation that is maintained clear of permanent structures, with the exception of Encroachments listed in *Section 5.7. See Table 8A.*

Shed Awning: an awning with two short sides in addition to the main canopy.

Shingle Sign: a small Blade Sign usually mounted on the ground floor level, displaying a building's professional tenant directory.

Shopfront: a Private Frontage conventional for Retail use, with substantial glazing and usually an awning, wherein the Facade is aligned close to the Frontage Line with the building entrance at Sidewalk grade. *See Table 6C.*

Sidewalk: the paved section of the Public Frontage dedicated exclusively to pedestrian activity.

Sidewalk Sign: a movable freestanding sign that is typically double-sided, placed at the entrance to a business to attract pedestrians.

Sideyard Building: a building that occupies one side of the Lot with a setback on the other side. This type can be Detached or Semi-Detached depending on whether it abuts the neighboring house. *See Table 6A.*

Signband: the horizontal signage area on a Valance or Marquee.

Soffit: the underside of an overhanging roof eave.

Square: a Civic Space type designed for unstructured recreation and Civic purposes, spatially defined by building Frontages and consisting of Paths, lawns and trees, formally disposed. *See Table 3F.*

Standard Pedestrian Shed: a Pedestrian Shed that is an average 1/4 mile radius, about the distance of a 5-7 minute walk at a leisurely pace. See **Pedestrian Shed.**

Station Sector: the S2 Sector on the Leander Sector Map, the land area within the approximate walking distance of the Leander rail station.

Stoop: a Private Frontage wherein the Facade is aligned close to the Frontage Line with the first Story elevated from the Sidewalk for privacy, with an exterior stair and landing at the entrance. *See Table 6C.*

Story: a habitable level within a building, excluding an Attic or raised basement. *See Table 6B.*

Street: a local Thoroughfare of urban character and low speed and capacity. *See Table 3D and Table 3E.*

Substantial Modification: alteration to a building that is valued at more than 50% of the replacement cost of the entire building, if new.

Subzone: a subordinate zoning category created for a new Community Plan that creates one or more distinctions within a Transect Zone. *See Section 4.5.*

Swale: a low or slightly depressed natural area for drainage.

Terminated Vista: a location at the axial conclusion of a Thoroughfare.

Thoroughfare: a way for use by vehicular, bicycle, and/or pedestrian traffic and to provide access to Lots and Open Spaces, consisting of Vehicular Lanes and the Public Frontage. *See Chapter 3 and Table 8A.*

TND: Traditional Neighborhood Development.

Traditional Development Sectors: the S1 Sector, the S2 Sector, or the S3 Sector, reserved for present and future traditional walkable development patterns.

Traditional Neighborhood Development: one of the Community Units regulated in this Code, constituting a village standing free in the countryside, or a contiguous neighborhood, with its own mixed use neighborhood center.

Transect: a cross-section of or path through the environment showing a range of different habitats. The rural-urban Transect of the human environment used in this code is divided into six Transect Zones. These zones describe the physical form and character of a place, according to the density and intensity of its land use and Urbanism.

Transect Map: the official map or maps that are part of the zoning ordinance and that delineates the Transect Zones, Civic Zones, Special Districts if any, and Special Requirements if any, of areas subject to, or potentially subject to, regulation by this Code.

Transect Zone: one of several areas on a zoning map regulated by this code. Transect Zones are administratively similar to the land use zones in conventional codes, except that in addition to the usual building use, height, and Setback requirements, other elements of the intended habitat are integrated, including those of the private Lot and building and Public Frontage. *See Table 1C.*

Turning Radius: the curved edge of a Thoroughfare at an intersection, measured at the inside edge of the vehicular tracking. The smaller the Turning Radius, the smaller the pedestrian crossing distance and the more slowly the vehicle is forced to make the turn. *See Table 3C*

and Table 8A.

Urbanism: collective term for the condition of a compact, Mixed Use settlement, including the physical form of its development and its environmental, functional, economic, social, and cultural aspects.

Urbanized: developed at T3 (Sub-Urban) intensity or higher.

Valance: the portion of an awning that hangs perpendicular to the Sidewalk.

Variance: a ruling that would permit a practice that is not consistent with a provision of this Code. A Warranted Variance ("Warrant") permits a practice that is consistent with the Intent section (*Section 1.3*), whereas an Exceptional Variance ("Exception") permits a practice that is not. See **Exception** and **Warrant**. *See Section 1.5.*

Vehicular Lanes: lanes intended for vehicular traffic and bicycles, whether traveling or parked.

View Corridor: a opening along a thoroughfare or between buildings to maintain a scenic view.

Walkable: an urban planning term characterizing a place, such as a street, that is safe and pleasant for walking, or an area, such as a neighborhood, that contains residences and useful destinations within walking distance of each other.

Warrant: a ruling that would permit a practice that is not consistent with a specific provision of this Code, but that is justified by Intent *(Section 1.3)*. See **Variance.**

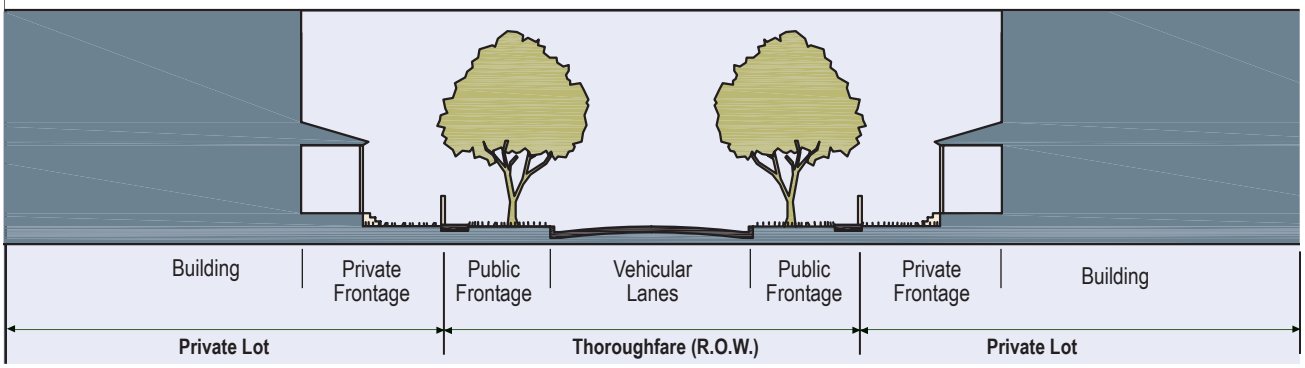
Window Sign: a sign placed or painted on the interior of a Shopfront window or the window of a business door.

Yard Sign: a permanent freestanding sign in the Private Frontage, including a supporting post or posts.

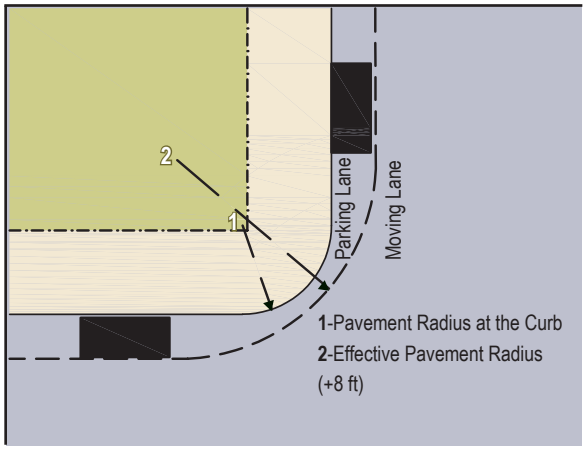
Yield: characterizing a Thoroughfare that has two-way traffic but only one effective travel lane because of parked cars, necessitating slow movement and driver negotiation. Also, characterizing parking on such a Thoroughfare.

TABLE 8A. DEFINITIONS ILLUSTRATED

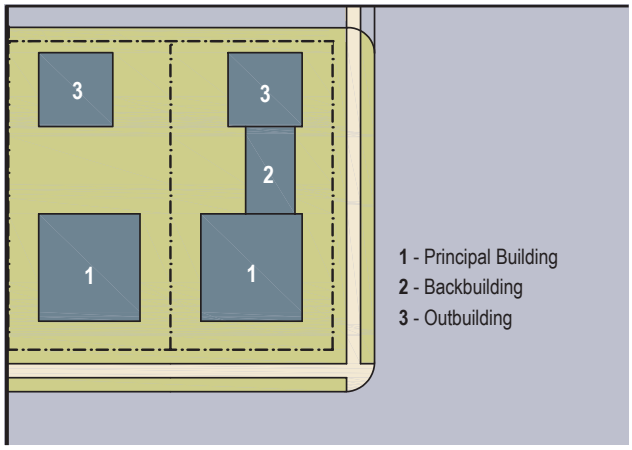
a. THOROUGHFARE & FRONTAGES



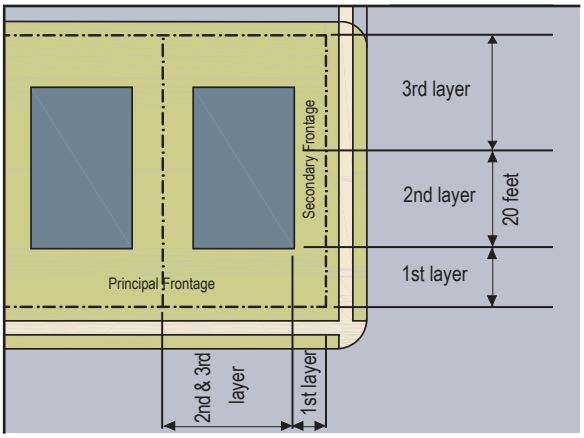
b. TURNING RADIUS



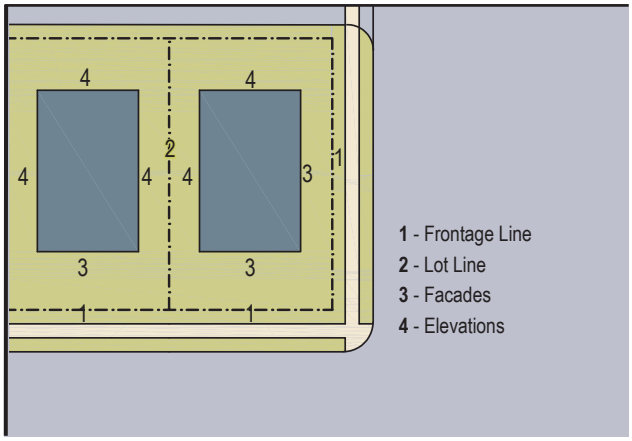
c. BUILDING PLACEMENT



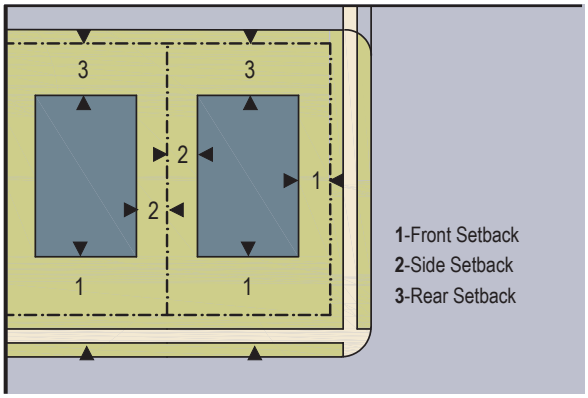
d. LOT LAYERS



e. FRONTAGE & LOT LINES



f. SETBACK DESIGNATIONS



g. PEDESTRIAN SHED (STANDARD AND NETWORK)

LEANDER SMARTCODE

A TRANSECT-BASED CODE FOR PLANNING AND ZONING

PREPARED BY SANDY SORLIEN / SMARTCODE LOCAL & MICHAEL WATKINS ARCHITECT, LLC

DRAFT APRIL 28, 2014

REDLINES FOR JULY 17, 2014

	ARTICLE 2 SECTORS	~~ARTICLE 3 &~~ ARTICLE 4 & ARTICLE 5 COMMUNITY UNITS		ARTICLE ~~5~~ 6 LOTS & BUILDINGS
	~~A.~~ Sectors	~~B.~~ Community Units	~~C.~~ Transect Zones & OTHER	Standards
Open ~~Lands~~ SPACE	O1 ~~Preserved~~ Open Sector ~~(N/A)~~ OS	None	T1 ~~Natural Zone~~ T2 ~~Rural Zone~~ N/A	REGULATED BY PARK LAND DEDICATION & PARK IMPROVEMENTS SECTION OF THE SUBDIVISION ORDINANCE
	~~O2 Reserved Open Sector (N/A)~~	~~None~~		
New Development	S1 General Sector	TND Traditional Neighborhood Development	T3 Sub-Urban Zone T4 General Urban Zone T5 Urban Center Zone	Building Placement Building Form Building Function ~~& Use~~
	S2 ~~Transit~~ Sector STATION	RCD Regional Center Development	T4 General Urban Zone T5 Urban Center Zone < T6	Parking ~~Minimums~~ LOCATION Parking ~~Location~~ MAXIMUMS
Existing Development	S3 Old Town Sector	OTD ~~Old Town District~~ INFILL CLD: T4-T4 INFILL TND: T3-T5	T4 General Urban Zone T5 Urban Center Zone	Landscape ~~Standards~~ Signage ~~Standards~~ < LIGHT LEVELS SOUND LEVELS Architecture ~~Standards~~
Other			CB Civic Building CS Civic Space	
			SD Special District	

CD Conventional Development Sector	CLD Clustered Land Development	T1/ T2 Rural Zone T3 Sub-Urban Zone T4 General Urban Zone	
	TND Traditional Neighborhood Development	T3 Sub-Urban Zone T4 General Urban Zone T5 Urban Center Zone	
	Composite Zoning Ordinance		

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1.1 AUTHORITY

1.1.1 The action of Leander, Texas in the adoption of this Code is authorized under the City Charter of the City, Chp. 211 of the Local Government Code; Art. II, Sec. 5 of the Texas Constitution, and General Laws of the State of Texas.

1.1.2 This Unified Development Code ("Code"), as land development regulation, providing both zoning and subdivision standards, is adopted as one of the instruments of implementation of the public purposes and objectives of the Comprehensive Plan. This Code, the Sector Map, and the ~~Old Town and Station~~ Transect Map are declared to be in accord with the Comprehensive Plan and ordinances of the City.

1.1.3 This Code, the Sector Map, and the Old Town and Station Transect Map were adopted by vote of the Leander City Council.

1.2 APPLICABILITY

1.2.1 This Code is the mandatory regulation for the area marked on the Sector Map as S1, S2, or S3 , with the exception of the S3 Old Town Sector where the Composite Zoning Ordinance is an option. If the SmartCode is selected, it shall become the sole and mandatory regulation for the property.

1.2.2 Provisions of this Code are activated by "shall" when required; "should" when recommended; and "may" when optional. When recommended, compliance shall be required, unless an alternative is approved by the Planning Director.

1.2.3 The provisions of this Code, when in conflict, shall take precedence over those of other codes, ordinances, regulations and standards of the City of Leander.

1.2.4 The codes and ordinances of the City continue to be applicable to issues not covered by this Code except where those would contradict the Intent Section 1.3, in which case the conflict would be resolved in favor of this Code.

1.2.5 Words and terms used in this Code shall have the meaning given in Chapter 8, and if not defined in Chapter 8, shall take their commonly accepted meanings when used in urban planning. In the event of conflicts between these definitions and those of other codes and ordinances of the City, those of this Code shall take precedence.

1.2.6 The metrics of the text standards and tables are an integral part of this Code. However, the diagrams and illustrations that accompany them shall be considered guidelines.

1.2.7 Where in conflict, numerical metrics shall take precedence over graphic metrics.

1.3 INTENT

The intent of this Code is to enable, encourage and qualify the implementation of the following policies:

1.3.1 The Area

a. That the area should retain its natural infrastructure and visual character derived from topography, woodlands, farmlands, and riparian corridors.

b. That growth strategies should encourage infill and redevelopment in parity with new communities.

c. That development should be structured in the neighborhood pattern and, if contiguous to urban areas, be integrated with the existing urban pattern.

d. That the pattern of development should respect historical precedents.

e. That transportation corridors should be planned and reserved in coordination with land use and as directed by the CIP Roads and Major Street Network in the Transect Map.

f. That green corridors and flood plain should be used to define and connect the neighborhoods within the Transect Map and the surrounding urbanized areas.
g. That the area should include a framework of transit, pedestrian, and bicycle systems that provide alternatives to the automobile.

1.3.2 The Community

a. That neighborhoods, including downtowns, should be compact, pedestrian-oriented and mixed use.
b. That mixed-use neighborhoods, including downtowns, should be the preferred pattern of development, and that districts specializing in a single use should be the exception.
c. That ordinary activities of daily living should occur within walking distance of most dwellings, allowing independence to those who do not drive.
d. That interconnected networks of thoroughfares should be designed to disperse traffic and reduce the length of automobile trips.
e. That within each pedestrian shed, a range of housing types and price levels should be provided to accommodate diverse ages and incomes.
f. That appropriate building densities and land uses should be provided within walking distance of transit stops.
g. That civic, institutional, and commercial activity should be embedded in neighborhoods, including downtowns, not isolated in remote single-use complexes.
h. That schools should be sized and located to enable children to walk or bicycle to them.
i. That a range of open space including parks, squares, and playgrounds should be distributed within neighborhoods, including downtowns.

1.3.3 The Block and the Building

a. That buildings and landscaping should contribute to the physical definition of thoroughfares as civic places.
b. That development should adequately accommodate automobiles while respecting the pedestrian and the spatial form of public areas.
c. That the design of streets and buildings should reinforce safe environments and preserve accessibility.
d. That landscape design should grow from local climate and topography, and that architecture should grow from local climate, topography, history, and building practice.
e. That buildings should provide their inhabitants with a clear sense of geography and climate through energy efficient methods.
f. That civic buildings and public gathering places should be provided as locations that reinforce community identity and support self-government.
g. That civic buildings should be distinctive and appropriate to a role more important than the other buildings that constitute the fabric of the city.
h. That the preservation and renewal of historic buildings should be facilitated, to affirm the continuity and evolution of society.
i. That the harmonious and orderly evolution of urban areas should be secured by the use of this Code
j. That an occupant should be entitled to all authorized functions delineated in this code for the applicable Transect Zone upon the approval of a PUD Plan and a Site Plan.

1.3.4 Sectors, Community Units, and the Transect

a. That Sector designations should reflect topographic conditions, existing thor-

oughfares and transit, existing development, and proximity to the rail station.

b. That Community Unit types should vary from each other in composition and urban intensity to provide choices in living environments.

c. That within Community Units, Transect Zones should provide choices in living environments as manifested by distinct physical character.

d. That the Sector, Community Unit, and Transect Zone descriptions on Table 1A, Table 1B, and Table 1C shall constitute the Intent of this Code with regard to the general character of each of these environments.

e. That the Transect Zones are intended for mapping within Community Units, with the exception of T1 and T2, which may occur inside or outside Community Units.

f. That 20 years after the approval of each Transect Map or amendment to the Transect Map, the T3 Zone, T4 Zone, and T5 Zone shall be considered in a public process for succession to the next higher Transect Zone.

1.4 PROCESS

1.4.1 General to all Sectors S1, S2, S3, CD

a. A Sector Map and a Transect Map delineating the location of certain Sectors and Transect Zones respectively, and the standards for each Sector and Transect Zone, have been determined through a process of consultation with stakeholders, recommendations of the Planning AND ZONING Commission, and adoption by the Leander City Council. Applications within the Traditional DEVELOPMENT Sectors of the Sector Map that require no Warrants or Exceptions, or only Warrants, shall be processed administratively without further recourse to public consultation as is consistent with State law and the City Charter, EXCEPT FOR FINAL PLAT APPROVAL BY THE PLANNING & ZONING COMMISSION. ANY INFORMATION REQUIRED BY THE CURRENT APPLICATION AND CHECKLIST SHALL APPLY.

b. All development within the area covered by the Sector Map is zoned as a Planned Unit Development ("PUD"). The Sector Map, including any approved Transect Zones, and this Code constitute the approved PUD plan.

c. Amendments to the Sector Map or this Code shall follow the process for a zoning ordinance amendment as provided in the Composite Zoning Ordinance.

d. The Planning ~~Department~~ DIRECTOR shall advise on the use of this Code and aid in the design of the communities and buildings based on this Code.

e. The Planning Director, or another staff member appointed by the City Manager, shall have jurisdiction over any administrative process authorized under this Code.

f. An applicant may appeal a decision of the Planning Director to the City Council. The City Manager or his or her designee shall provide a written recommendation to the City Council as the appeal is processed.

g. Should a violation of an approved plan occur during construction, the Planning Director may require the owner or developer to stop, remove, and/or mitigate the violation, or require the owner or developer to secure an Exception to cover the violation.

1.4.2 Specific to Traditional Development Sectors S1, S2, S3

a. Owners of parcels regulated by a Traditional Development Sector on the Sector Map may submit Concept Plans for one or more Community Units, or for a Participating Parcel, as prescribed in Chapter 4.

b. Owners of lots already regulated by a Transect Map may submit Site Plans as prescribed in Chapter 6 or, for larger areas, Infill plans as prescribed in Chapter 5.

c. An amendment to the Transect Map is the recorded result of an approved Community Plan. Community Units are comprised of Transect Zones. If a provision of the Sector Map or Transect Map at its boundary conflicts with plans of the City applicable to an abutting area, the conflict will be reconciled by the City Council with preference given to the Sector Map or Transect Map and this Code.

d. Approval of a Concept Plan for one or more Community Units that require Exceptions to this Code shall follow the process for a zoning ordinance amendment as prescribed in the Composite Zoning Ordinance.

1.4.3

1.4.~~2~~ **SPECIFIC TO THE CONVENTIONAL DEVELOPMENT SECTOR CD**

a. Approval of a Concept Plan establishing the land uses and base zoning district(s) and development standards for all properties within the Conventional Development Sector shall follow the process and required information for a PUD zoning ordinance amendment as defined in the Composite Zoning Ordinance.

b. Upon approval of a Concept Plan within the Conventional Development Sector, subsequent development approvals shall follow the requirements of the CD Development Standards and the Composite Zoning Ordinance for Site Development and the Subdivision Ordinance for Preliminary Plat, ~~Public Improvement~~ Construction Plans, and Final Plat.

1.5 VARIANCES

1.5.1 There shall be two levels of Variance: Warranted Variances ("Warrants") and Exceptional Variances ("Exceptions"). Warrants may be granted administratively and Exceptions may be granted upon the approval of an Amended PUD Plan by the City Council, after it receives the recommendation of the Planning & ZONING Commission, or by the Board of Adjustment following the procedure for a Variance in the Composite Zoning Ordinance.

1.5.2 A Warrant is a ruling that would permit a practice that is not consistent with a specific provision of this Code, but is justified by the provisions of Section 1.3 Intent. Regulations available for Warrants are listed in this Code. In addition, any metric (measurable) regulation is available for a Warrant.

1.5.3 Exceptions permit a practice that is not consistent with a provision nor the Intent of this Code (Section 1.3).

1.5.4 The request for an Exception shall not subject the entire application to public hearing, but only that portion necessary to rule on the issue under consideration.

1.5.5 Warrants and Exceptions shall be considered unique and shall not set precedent for others.

1.6 INCENTIVES

1.6.1 To encourage development within the Traditional Development Sectors, the City Council authorizes the following incentives for the use of this Code, to the extent authorized by City Charter and State law:

a. Any required traffic impact analysis shall be waived.

b. Within Old Town, site development on four or fewer lots is exempt from roadway improvements required by the Roadway Adequacy ordinance, but shall be required to comply with the right-of-way dedication requirements of that ordinance.

c. Within Old Town, site development on four or fewer lots adjacent to a public alley is not required to pave the alley.

d. Within Old Town, parking lots for site development on four or fewer lots may use

crushed granite with a concrete curb in lieu of a paved surface.

e. Within Old Town, on individual lots that do not have a principal building, temporary buildings that meet the building material requirements of Chapter 6 are permitted for a period of up to two years.

1.7 ALTERNATIVE AND SAVINGS PROVISIONS

1.7.1 Should any section or provision of this Code be declared by the Courts to be unconstitutional or invalid, such decision shall not affect the validity of the Code as a whole or any part thereof other than the part so declared to be unconstitutional or invalid.

Table 1A: Intent - Sectors. This table provides descriptions of the general character of each Sector, as part of the Intent Section 1.3. The Community Units described on Table 1B are available for New Community planning within these Sectors, as prescribed in Chapter 2 and Chapter 4.

Traditional DEVELOPMENT Sectors:

S1: The S1 General Sector has relatively flat terrain suitable for compact villages or neighborhoods connected to each other and Leander Station and/or Old Town by thoroughfares, including paths and trails.

S2: The S2 Station Sector has relatively flat terrain ~~close to~~ WITHIN APPROXIMATELY 1/2-MILE OF the Leander Station, suitable for transit-oriented development.

S3: The S3 Old Town Sector is th~~e developed~~ original center of Leander. The terrain is flat and the development pattern is a compact small town with a center consisting of numerous civic and commercial buildings, surrounded by houses. ~~The more exclusively residential portion of Old Town lies to the east of US 183 and the railway.~~ The Old Town Sector is suitable for infill development, urban succession, urban expansion, and pedestrian and bicycle connections to Leander Station.

Other:

CD: The CD Conventional Development Sector is mostly separated from the transit station and Old Town by major thoroughfares. Though it accommodates conventional single-use development, compact walkable villages and neighborhoods are also appropriate.

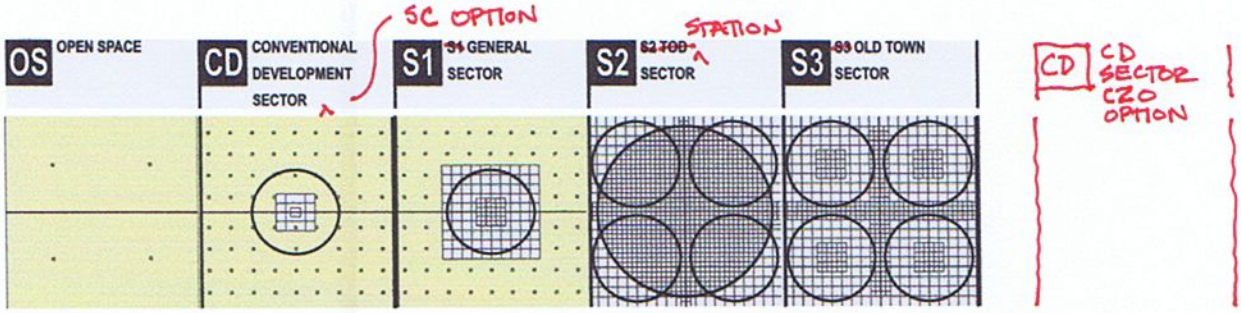
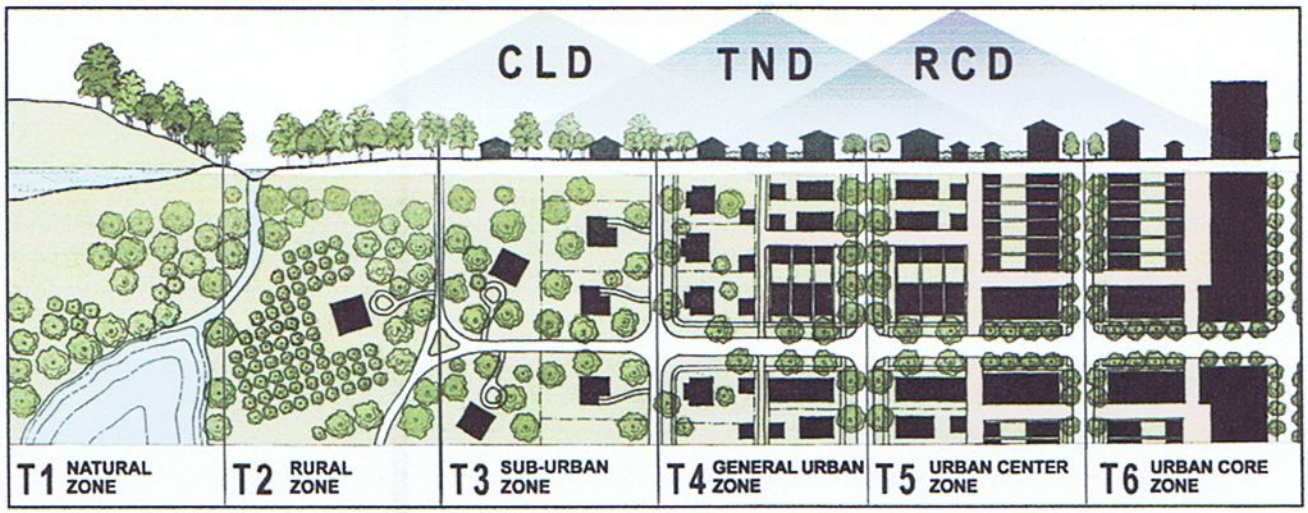


Table 1B: Intent - Community Units - This table provides descriptions of the general character of each Community Unit, as part of the Intent Section 1.3.

Community Units Containing Transect Zones



CLD: A Clustered Land Development, also known as a cluster or conservation development, is a compact rural settlement with significant open land incorporated into its design. It is a small village or tiny town consisting of houses and a small center that consists of a general store, meeting hall, church, and/or village green. It is usually 20 to 60 acres with half or less of the land developed.

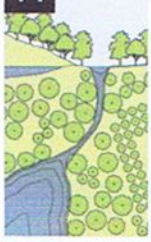
TND: A Traditional Neighborhood Development is a complete village, small town, or neighborhood that has its own village center, town square, central plaza, or Main Street within walking distance of most residences. It provides a variety of residential types including single-family houses, duplexes, small apartment buildings, and, in the center, mixed-use buildings such as live-work units and shops, and civic buildings. It has playgrounds and other civic spaces scattered throughout the community. It is usually 40 to 160 acres with most of the land developed.

RCD: A Regional Center Development is a very urban town or city center with several blocks of Main Street functions within walking distance of most residences. Most of the buildings in the center of an RCD are mixed use with commercial on the ground floor. If one-story commercial buildings are present, they are relatively high or have Western false fronts to help hold the "outdoor room" of the street space. The RCD also provides several of the more urban dwelling types, including some houses on small lots, duplexes, townhouses, apartment buildings, and, in the center, mixed-use buildings such as live-work units and apartments over commercial. It has playgrounds and other civic spaces scattered throughout the community. It is oriented toward a train station or other transit, and is usually 60 to 640 acres with most of the land developed.

TABLE 1C. INTENT - TRANSECT ZONES

Table 1C: Intent - Transect Zones. This table provides descriptions of the general character of each Transect Zone, as part of Intent Section 1.3. Transect Zones are intended for mapping within Community Units, with the exception of T1 and T2, which may occur inside or outside Community Units.

T1



~~T1~~ NATURAL ZONE

T1 Natural Zone consists of lands approximating or reverting to a wilderness condition, including lands unsuitable for settlement due to topography, hydrology or vegetation.

General Character:	natural landscape with some agricultural use
Building Placement:	n/a
Frontage Types:	n/a
Typical Building Height:	n/a
Civic Space Types:	parks, greenways
Thoroughfare Types:	rural roads, highways, parkways, bikeways

T2

~~T2~~ RURAL ZONE

T2 Rural Zone consists of sparsely settled lands in open or cultivated states. These include woodland, agricultural land, grassland, and irrigable desert. Typical buildings are farmhouses, agricultural buildings, cabins, and villas.

General Character:	primarily agricultural with woodland & wetland and scattered buildings
Building Placement:	variable setbacks
Frontage Types:	n/a
Typical Building Height:	1- to 2-story
Civic Space Types:	parks, greenways
Thoroughfare Types:	roads, bikeways

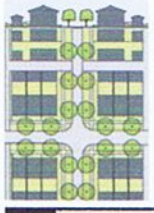
T3

~~T3~~ SUB-URBAN ZONE

T3 Sub-Urban Zone consists of low density residential areas, adjacent to higher zones that have some mixed use. It has home occupations and outbuildings. Planting is naturalistic and setbacks are relatively deep. Blocks tend to be large and the roads irregular to accommodate natural conditions.

General Character:	landscaped yards surrounding detached houses; pedestrians occasionally; naturalistic tree planting
Building Placement:	deep and variable front and side yard setbacks
Frontage Types:	porches, fences, dooryards
Typical Building Height:	1- to 2-story
Civic Space Types:	parks, greens, greenways, playgrounds
Thoroughfare Types:	roads, streets, avenues, bikeways

T4

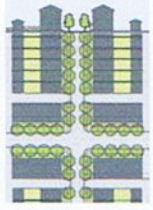


~~T4~~ GENERAL URBAN ZONE

T4 General Urban Zone consists of a mixed use but primarily residential urban fabric. It includes a wide range of building types: detached, semi-detached, rowhouses, and small apartment buildings. Setbacks and landscaping are variable. Streets with curbs and sidewalks define medium-sized blocks.

General Character:	mix of houses, townhouses & small apartment buildings, with scattered commercial activity; balance between landscape and buildings; presence of pedestrians
Building Placement:	shallow to medium front and side yard setbacks
Frontage Types:	porches, fences, dooryards
Typical Building Height:	1- to 3-story with a few taller apartment buildings
Civic Space Types:	squares and greens, pocket parks, playgrounds
Thoroughfare Types:	streets, avenues, boulevards, bikeways

T5

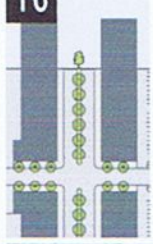


~~T5~~ URBAN CENTER ZONE

T5 Urban Center Zone consists of higher density mixed use development that accommodates retail, offices, rowhouses, and apartments. It has a tight network of streets, with wide sidewalks, steady street tree planting, and buildings set close to the sidewalks.

General Character:	Shops with apartments and office above; townhouses, larger apartment houses, live-works, and civic buildings; predominantly attached buildings; trees within the public right-of-way; substantial pedestrian activity, frequent retail frontages
Building Placement:	shallow setbacks or none; buildings oriented to street defining a street ~~wall~~
Frontage Types:	stoops, shopfronts, galleries
Typical Building Height:	2- to 4-story with some single story
Civic Space Types:	plazas and squares, pocket parks, playgrounds
Thoroughfare Types:	streets, commercial streets, avenues, boulevards, bikeways

T6



~~T6~~ URBAN CORE ZONE

T6 Urban Core Zone consists of the highest density and height, with the greatest variety of uses, and civic buildings of regional importance. It tends to have larger blocks; streets have steady street tree planting, and buildings are set close to wide sidewalks. Typically only large towns and cities have an Urban Core Zone.

General Character:	medium to high-density mixed use buildings, entertainment, civic and cultural uses. Attached buildings forming continuous street wall; trees within public right-of-way; highest pedestrian and transit activity
Building Placement:	shallow setbacks or none; buildings oriented to street, defining a street ~~wall~~
Frontage Types:	stoops, forecourts, shopfronts, galleries and arcades
Typical Building Height:	4-8 story with a few shorter buildings
Civic Space Types:	plazas and squares, pocket parks, playgrounds
Thoroughfare Types:	streets, commercial streets, avenues, boulevards, bikeways

2.1 INSTRUCTIONS

2.1.1 This Chapter governs the interpretation of the Sector map for all property in the S1, S2, S3, and CD Sectors.

2.1.2 Sectors are comprised of NEW COMMUNITIES open space and growth areas. Growth areas are intended for the development of ~~Community Units~~, prescribed in Chapter 4, or Redevelopment and Infill, prescribed in Chapter 5~~, which in turn are~~ comprised of Transect Zones, whose elements are prescribed in Chapter 6. REVERSE ORDER EACH COMMUNITY UNIT IS

2.1.3 Upon approval of plans prepared according to Chapter 4 or Chapter 5, the Sector designation(s) for the plan area shall be replaced by the new Transect Zones.

2.2 (S1) GENERAL SECTOR

2.2.1 The General Sector is PROXIMITY assigned to the areas ~~of Leander~~ that can support mixed use because of their ~~adjacency~~ to the ~~Transit~~ Sector or proximity to the Old Town Sector, and their proximity to an existing or planned ~~thoroughfare.~~ STATION

2.2.2 Within the General Sector, only communities in the pattern of Traditional Neighborhood Development (TND) shall be permitted ~~by right.~~

2.3 (S2) ~~TRANSIT~~ STATION SECTOR

2.3.1 The ~~Transit~~ STATION Sector is assigned to the approximate area within an average ~~fifteen-minute~~ HALF-MILE walk of the Leander rail station. This area can support substantial mixed use because of its proximity to existing regional thoroughfares and transit.

2.3.2 Within the ~~Transit~~ STATION Sector, only communities in the pattern of Regional Center Development (RCD) shall be permitted by right.

2.4 (S3) OLD TOWN SECTOR

2.4.1 The Old Town Sector is mapped with Transect Zones for the existing urbanized center of Leander.

2.5 (CD) CONVENTIONAL DEVELOPMENT SECTOR

2.5.1 Conventional Development designations are assigned to two types of areas:

(a) locations adjacent to Highway 183A that are conducive to commercial and mixed use auto-oriented development patterns but not currently suitable for walkable patterns.

(b) edge locations that already have conventional auto-dependent residential development in or near them, or have been identified as more conducive to conventional development patterns.

2.5.2 The provisions of the CD Development Standards OF THIS CODE, ~~and~~ the Composite Zoning Ordinance, as amended, shall apply to the CD Sector.

2.5.3 As an option, AND THE SUBDIVISION ORDINANCE, developers may use this SmartCode to design communities in the pattern of Clustered Land Development (CLD) or Traditional Neighborhood Development (TND) as provided in Article 4. If the SmartCode is elected, it shall be applied in its entirety for the CLD or TND, and not mixed with another code.

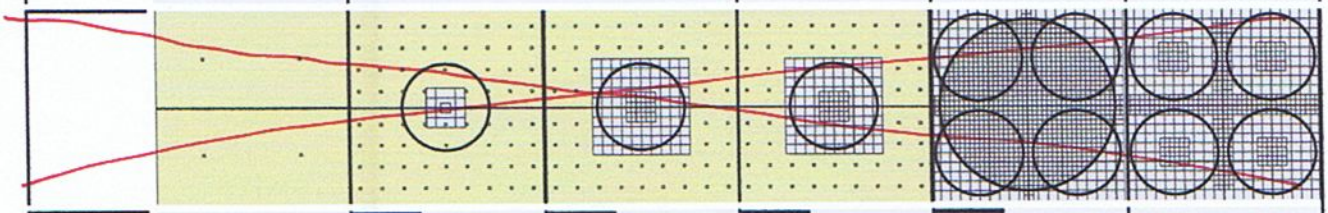
TABLE 2A. SECTOR, COMMUNITY UNIT & TRANSECT ZONE ALLOCATION

TABLE 2A: Sector, Community Unit & Transect Zone Allocation. Table 2A identifies the conditions, including both natural features and manmade infrastructure, that suggest areas suitable for preservation and/or development. This table also identifies Community Unit types of various intensities that are appropriate in specific Sectors, and allocates ranges of Transect Zones within each Community Unit.

ALREADY DEVELOPED AREAS
PROXIMITY TO MAJOR THOROUGHFARES AND TRANSIT
PROXIMITY TO TRANSIT OR OLD TOWN
PROXIMITY TO THOROUGHFARES
PROXIMITY TO HWY 183A
EDGE LOCATIONS
FLOOD PLAIN
LEGACY WOODLAND
LEGACY FARMLAND
LEGACY VIEWSHEDS
CLD RESIDUAL OPEN SPACES
SURFACE WATERBODIES
PROTECTED WETLANDS
PROTECTED HABITAT
RIPARIAN CORRIDORS
PURCHASED OPEN SPACE
CONSERV. EASEMENTS
LAND TRUST
TRANSPORT. CORRIDORS
~~OLD OPEN SPACES~~

(OPEN SPACE) ← → (NEW COMMUNITIES) ← → (OLD TOWN) (~~EXISTING COMMUNITY~~)

SECTORS	OS OPEN SPACE	CD CONVENTIONAL DEVELOPMENT SECTOR SMARTCODE OPTION	S1 ~~S1~~ GENERAL SECTOR	S2 ~~S2 TRANSIT~~ STATION SECTOR	S3 ~~S3~~ OLD TOWN SECTOR
COMMUNITY UNITS		CLD OPTION	TND OPTION	TND	RCD
TRANSECT ZONE ALLOCATION WITHIN EACH COMMUNITY UNIT					
T1					
T2		50% MIN	~~NO MIN~~ PERMITTED	~~NO MIN~~ PERMITTED	NOT PERMITTED
T3		10 - 30%	10 - 30%	10 - 30%	NOT PERMITTED / VARIABLE
T4		20 - 40%	30 - 60%	30 - 60%	10 - 30% / VARIABLE
T5			10 - 30%	10 - 30%	10 - 30% / VARIABLE
T6					40 - 80%



ADD
CD SECTOR:
CD SECTOR CZO OPTION
PER TABLE 1A

3.1 INSTRUCTIONS

3.1.1 This Chapter applies to thoroughfares and Civic Zones. In both New Communities (Chapter 4) and Infill (Chapter 5), these are generally mapped after determining the locations of Transect Zones.

3.1.2 Thoroughfares are intended for use by vehicular, bicycle, and pedestrian traffic ~~and~~ to provide access to lots and Civic Spaces. Thoroughfares shall generally consist of Vehicular Lanes and Public Frontages.

3.1.3 Civic Spaces are intended primarily for use by pedestrians and bicyclists.

3.1.4 Thoroughfares and Civic Spaces shall be designed in context with ~~the physical form of~~ their Transect Zones. Thoroughfares shall be designed for the target speed of the Transect Zones through which they pass. The Public Frontages of thoroughfares that pass from one Transect Zone to another should be adjusted accordingly or, alternatively, the Transect Zone may follow the alignment of the thoroughfare to the depth of one lot, retaining a single Public Frontage throughout its trajectory. See Table 3~~C~~. 3D

3.1.5 Within the more urban zones (T3, T4, T5, T6), pedestrian comfort shall be a primary consideration of the thoroughfare. Design conflict between vehicular and pedestrian movement generally shall be decided in favor of the pedestrian.

3.1.6 All new thoroughfares shall terminate at other thoroughfares, forming a network. Cul-de-sacs, dead-ends, and hammerheads shall be subject to approval by Warrant to accommodate specific site conditions only. Such conditions are limited to impassable or uncrossable waterways, hillsides, or existing infrastructure blocking connection to another vehicular thoroughfare. Vehicular thoroughfares that cannot connect by virtue of the aforementioned site conditions shall be connected to another vehicular thoroughfare by a bikeway, path, or trail. ~~Easements shall be provided for this purpose~~.

3.1.7 Each lot shall enfront a vehicular thoroughfare or Civic Space, except that 20% of the lots within each Transect Zone may enfront a pedestrian passage. Lots that enfront more than one vehicular thoroughfare, Civic Space, or pedestrian passage shall comply with the Private Frontage Standards of Table 6C on each frontage.

3.1.8 On a Preliminary Plat, B-Streets may be designated that are exempted by Warrant from one or more of the specified Public Frontage or Private Frontage requirements. See Chapter 4 Special Requirements.

3.1.9 A bikeway network consisting of Bicycle Trails, Bicycle Routes and Bicycle Lanes should be provided throughout the community. The community bicycle network should be connected to existing or proposed regional networks wherever possible.

3.1.10 ~~Standards~~ DIMENSIONS & DETAILS for paths and bikeways shall be approved by Warrant.

3.1.11 Within Special Districts, the standards for thoroughfares and Civic Spaces shall be determined by Exception.

3.1.12 Rear Alleys shall be required in New Communities in T4, T5, and T6, WITH REAR LANES ALSO PERMITTED IN T4.

~~3.1.13 Rear Alleys shall be paved from building face to building face, with drainage by inverted crown at the center or with roll curbs at the edges.~~

3.1.~~14~~ 13 Stormwater ~~drainage~~ MANAGEMENT on thoroughfares shall be accomplished ~~with~~ PRIMARILY THROUGH pipes or infiltration, by retention or detention in vegetated swales or tree trenches in the public frontage or median, and/or by channeling with raised curbs, as appropriate to the thoroughfare type.

3.1.~~15~~ 14 Stormwater management on thoroughfares and lots shall be ACCOMPLISHED primarily through underground drainage channeled by raised curbs. There shall be no retention or detention

required on the individual lots unless regional options are unavailable. If regional options are unavailable, temporary detention and retention may be required.

3.2 THOROUGHFARES - VEHICULAR LANES

3.2.1 General to all zones T1, T2, T3, T4, T5, T6

a. Thoroughfares may include vehicular lanes in a variety of widths for ~~parked~~ MOVING and PARKED for ~~moving~~ vehicles, ~~including~~ AND bicycles. ~~The standards for vehicular lanes shall be as shown in Table 3A and Table 3B.~~ VEHICULAR LANE ELEMENTS ARE PROVIDED ON TABLE 3B AND TABLE 3C AND ARE AVAILABLE BY RIGHT. COMPLETE NEW ASSEMBLIES (PUBLIC FRONTAGE AND VEHICULAR LANES) CREATED FROM TABLE 3B, TABLE 3C, TABLE 3D AND/OR TABLE 3E ARE SUBJECT TO REVIEW BY WARRANT.

b. Retrofit of existing lanes may be accomplished by restriping, changing one-way thoroughfares to two-way, reducing turning radii, adding on-street parking, changing parallel parking to diagonal, and/or removing pavement width by adding bioretention areas, OR PLANTING STRIPS.

3.3 THOROUGHFARES - PUBLIC FRONTAGES

3.3.1 General to all zones T1, T2, T3, T4, T5, T6

a. The Public Frontage contributes to the character of the Transect Zone, and includes the types of sidewalks, curbs, planters, bikeways, and street trees. RECORDER

b. ~~Public Frontages should be designed as shown in Table 3C and Table 3D and allocated within Transect Zones as specified in Summary Table 7A.~~

b. PUBLIC FRONTAGE ELEMENTS ARE PROVIDED ON TABLE 3D AND TABLE 3E AND ARE AVAILABLE BY RIGHT. COMPLETE NEW ASSEMBLIES (PUBLIC FRONTAGE AND VEHICULAR LANES) CREATED FROM TABLE 3B, TABLE 3C, TABLE 3D AND/OR TABLE 3E ARE SUBJECT TO REVIEW BY WARRANT.

c. Within the Public Frontages, the prescribed types of Public Planting and Public Lighting shall be as shown in Table 4C, Table 4D, Table 4G and Table 4H. The spacing may be adjusted by Warrant to accommodate specific site conditions.

d. Retrofit of existing thoroughfares may be accomplished in the Public Frontage by widening sidewalks, adding trees, and/or adding bioretention areas ~~as medians~~ or planting strips. See Table 4G Thoroughfare Assemblies.

3.3.2 Specific to zones T1, T2, T3

a. The Public Frontage shall include trees of various species, naturalistically clustered, as well as understory.

b. The introduced landscape shall consist primarily of native species requiring minimal irrigation, fertilization and maintenance, and depressed planting areas that can provide rainwater infiltration where useful.

3.3.3 Specific to zone T4

a. The Public Frontage shall include trees planted in a regularly-spaced allee pattern of single or alternated species with shade canopies of a height that, at maturity, clears at least one story.

b. Planting strips and medians should be depressed to facilitate rainwater infiltration.

3.3.4 Specific to zones T4, T5, T6

a. The introduced landscape shall consist primarily of durable species tolerant of soil compaction.

3.3.5 Specific to zones T5, T6

a. The Public Frontage shall include trees planted in a regularly-spaced allee pattern with shade canopies of a height that, at maturity, clears at least one story. At retail frontages, the spacing of the trees may be irregular, to avoid visually obscuring the shopfronts.

3.4 CIVIC ZONES

3.4.1 General

a. Civic Zones dedicated for public use shall be required for each Community Unit and designated on the Transect Map as Civic Space (CS), Civic Building (CB), or more generally Civic Zone (CZ).

b. A Civic Zone may be permitted by Warrant if it does not occupy more than 20% of a Pedestrian Shed, otherwise it is subject to the creation of a Special District. See Section 3.5.

d ~~c~~. The Civic Space requirements of this Code shall satisfy the requirement for the dedication of parkland pursuant to the ~~Parkland Dedication~~ PARK LAND DEDICATION AND PARK IMPROVEMENTS SECTION OF THE SUBDIVISION Ordinance, but park improvement fees as required ~~in the Parkland Dedication Ordinance~~ shall still apply. ¶ (e) Right-of-way for all Primary and Secondary Trails identified on the THEREIN Transportation Plan are required to be dedicated as Civic Space.

c ~~d~~. Any single Civic Space large enough to fall under a Special District designation, and/or wholly or partially within an area already designated as parkland on the City Parks, Recreation & Open Space Master Plan, shall be considered in a public process per Section 61 ~~of the Parkland Dedication Policy.~~ PARK LAND DEDICATION AND PARK IMPROVEMENTS SECTION OF THE SUBDIVISION ORDINANCE.

3.4.2 **Civic Space (CS) General to zones T3, T4, T5, T6**

a. Civic Spaces shall be assigned to ~~at least~~ A MINIMUM OF 5% cumulatively of the area of each Community Unit.

b. Any new Civic Spaces shall be designed in context with Transect Zones as generally described in Table 3F and approved by the Planning Director.

c. Each Pedestrian Shed shall contain ~~at least~~ one ~~M~~main Civic Space AT MINIMUM. The ~~M~~main Civic Space shall be within 800 feet of the geographic center of each Pedestrian Shed, unless topographic conditions, pre-existing thoroughfare alignments or other circumstances prevent such location. 1c

d. A Civic Space designed and equipped as a playground shall be provided within 800 feet OF ~~for at least~~ 75% MINIMUM of the residential units within the Pedestrian Shed.

e. Each Civic Space shall have ~~a minimum of~~ 50% MINIMUM of its perimeter enfronting a thoroughfare, except for playgrounds and pocket parks.

~~f. Any new Civic Spaces smaller than one (1) acre shall not be proportioned narrower than 1:4.~~

f ~~g~~. Civic Spaces may be permitted within Special Districts by Warrant.

3.5 CIVIC SPACE SPECIAL DISTRICTS (SD)

3.5.1 Special District designations shall be assigned to Civic Spaces that, by their intrinsic size, function, or form, cannot conform to the requirements of their Transect Zone(s).

TABLE ~~3E~~ 3A. THOROUGHFARE ASSEMBLIES

Table ~~3E~~ 3A: Thoroughfare Assemblies. The first two letters designate the thoroughfare type. The second two designate the Right-Of-Way width. The final two numbers designate the paving width from curb to curb (inside face).

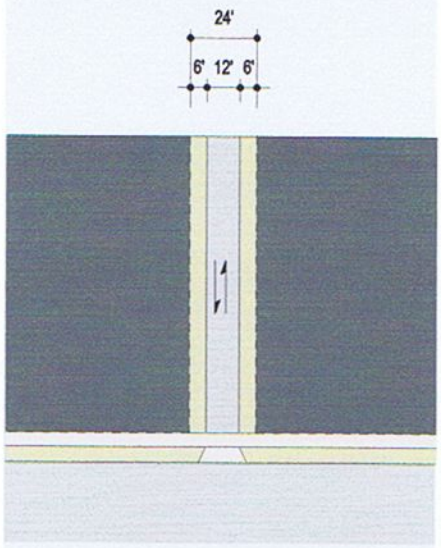
THE ASSEMBLIES OF TABLE 3A ARE PRE-APPROVED AND MAY BE USED IN NEW COMMUNITIES OR FOR INFILL & REDEVELOPMENT BY RIGHT. CHANGES TO THESE ASSEMBLIES ARE SUBJECT TO REVIEW BY WARRANT.

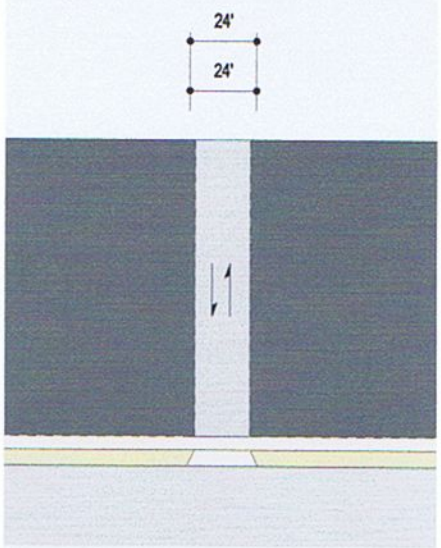
KEY ST-57-20-~~BL~~

- Thoroughfare Type
- Right of Way Width
- Pavement Width
- ~~Transportation~~

THOROUGHFARE TYPES

~~Highway:~~	~~HW~~
REORDER: Boulevard:	BV
Avenue:	AV
Commercial Street:	CS
Drive:	DR
Street:	ST
Road:	RD
Rear Alley:	RA
Rear Lane:	RL
~~Bicycle Trail:~~	~~BT~~
~~Bicycle Lane:~~	~~BL~~
~~Bicycle Route:~~	~~BR~~
Path:	PT
Passage:	PS
~~Transit Route:~~	~~TR~~





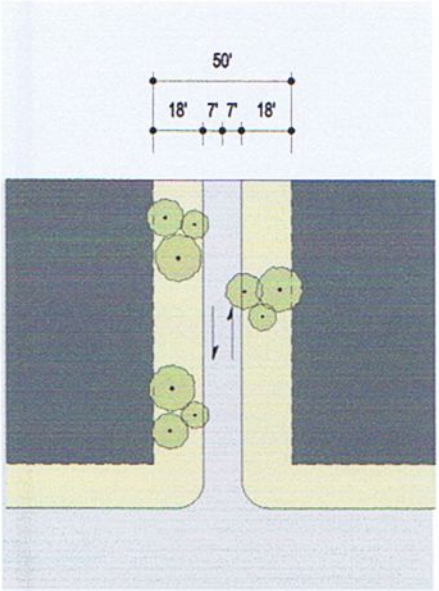
	RL-24-12	RA-24-24
Thoroughfare Type	Rear Lane	Rear Alley
Transect Zone Assignment	T3, T4	T4, T5, T6
Right-of-Way Width	24 feet	24 feet
Pavement Width	12 feet	24 feet
Movement	Yield Movement	Slow Movement
Design Speed	10 MPH	10 MPH
~~Pedestrian Crossing Time~~	~~3.5 seconds~~	~~7 seconds~~
Traffic Lanes	n/a	n/a
Parking Lanes	None	None
Pavement Radius	Taper	Taper
Walkway Type	None	None
Planter Type	None	None
Curb Type	Inverted Crown	Inverted Crown OR ROLL CURB AT EDGES
PLANTING ~~Landscape Type~~	None	None
~~Transportation Provision~~	~~None~~	~~None~~

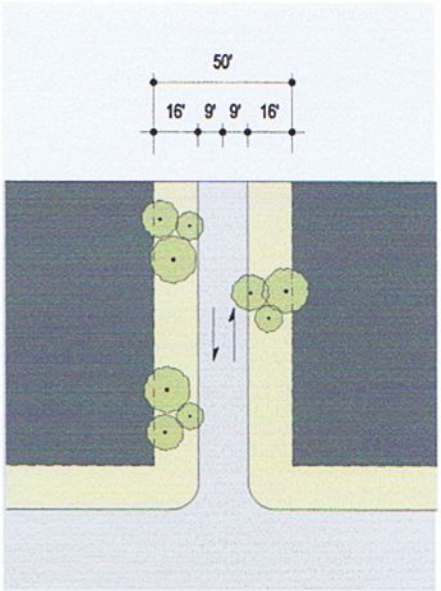
KEY ST-57-20-~~BL~~

- Thoroughfare Type
- Right of Way Width
- Pavement Width
- ~~Transportation~~

THOROUGHFARE TYPES

~~Highway:~~	~~HW~~
Boulevard:	BV
Avenue:	AV
Commercial Street:	CS
Drive:	DR
Street:	ST
Road:	RD
Rear Alley:	RA
Rear Lane:	RL
~~Bicycle Trail:~~	~~BT~~
~~Bicycle Lane:~~	~~BL~~
~~Bicycle Route:~~	~~BR~~
Path:	PT
Passage:	PS
~~Transit Route:~~	~~TR~~





	RD-50-14	RD-50-18
Thoroughfare Type	Road	Road
Transect Zone Assignment	T1, T2, T3	T1, T2, T3
Right-of-Way Width	50 feet	50 feet
Pavement Width	14 feet	18 feet
Movement	Yield Movement	Slow Movement
Design Speed	15 MPH	15 MPH
~~Pedestrian Crossing Time~~	~~4 seconds~~	~~5.1 seconds~~
Traffic Lanes	2 lanes	2 lanes
Parking Lanes	None	None
Pavement Radius	25 feet	25 feet
Walkway Type	Path optional	Path optional
Planter Type	Continuous Swale	Continuous Swale
Curb Type	Swale	Swale
PLANTING ~~Landscape~~ Type	Trees clustered	Trees clustered
~~Transportation Provision~~	~~None~~	~~None~~

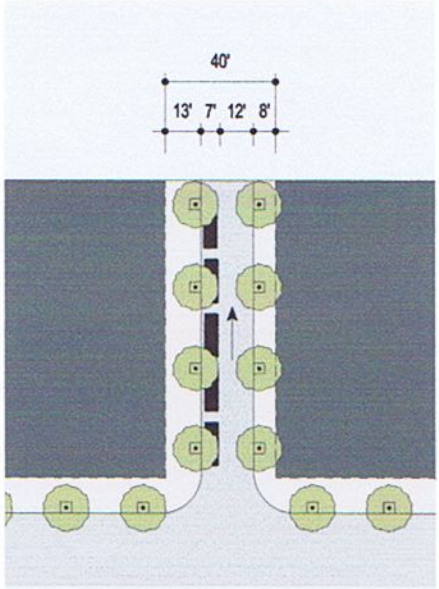
TABLE ~~3E~~ 3A. THOROUGHFARE ASSEMBLIES (CONT.)

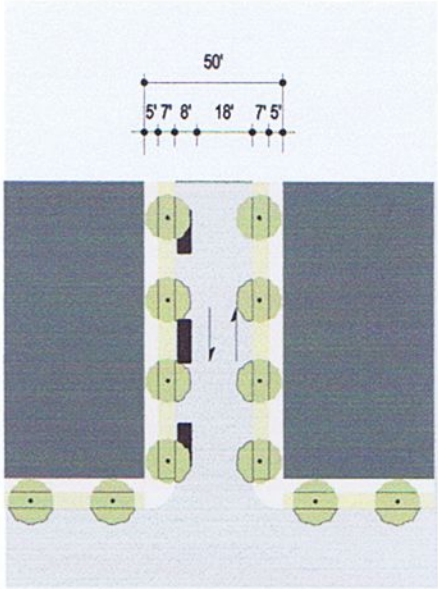
KEY ST-57-20-~~BL~~

- Thoroughfare Type
- Right of Way Width
- Pavement Width
- ~~Transportation~~

THOROUGHFARE TYPES

~~Highway:~~	~~HW~~
Boulevard:	BV
Avenue:	AV
Commercial Street:	CS
Drive:	DR
Street:	ST
Road:	RD
Rear Alley:	RA
Rear Lane:	RL
~~Bicycle Trail:~~	~~BT~~
~~Bicycle Lane:~~	~~BL~~
~~Bicycle Route:~~	~~BR~~
Path:	PT
Passage:	PS
~~Transit Route:~~	~~TR~~





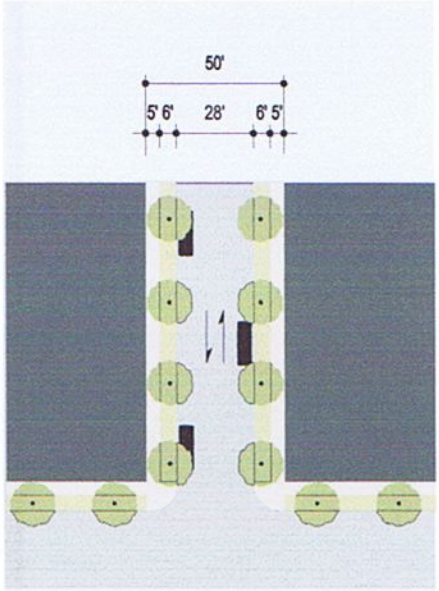
	ST-40-19	ST-50-26
Thoroughfare Type	Street	Street
Transect Zone Assignment	T5, T6	T4, T5, T6
Right-of-Way Width	40 feet	50 feet
Pavement Width	19 feet	26 feet
Movement	Slow Movement	Free Movement
Design Speed	20 MPH	20 MPH
~~Pedestrian Crossing Time~~	~~5.4 seconds~~	~~7.4 seconds~~
Traffic Lanes	1 lane, one way	2 lanes
Parking Lanes	One side @ 7 feet marked	One side @ 8 feet marked
Pavement Radius	15 feet	10 feet
Walkway Type	13/8 foot Sidewalk	5 foot Sidewalk
Planter Type	4x4" tree well	7 foot continuous Planter
Curb Type	Curb	Curb
PLANTING ~~Landscape~~ Type	Trees at 30' o.c. Avg.	Trees at 30' o.c. Avg.
~~Transportation Provision~~	~~None~~	~~None~~

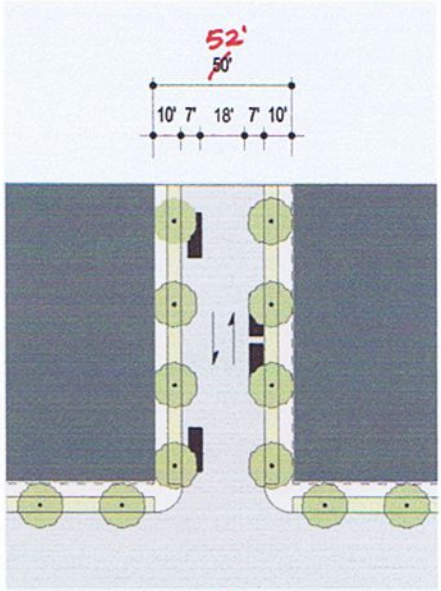
KEY ST-57-20-~~BL~~

- Thoroughfare Type
- Right of Way Width
- Pavement Width
- Trans~~p~~ortation

THOROUGHFARE TYPES

~~Highway:~~	~~HW~~
Boulevard:	BV
Avenue:	AV
Commercial Street:	CS
Drive:	DR
Street:	ST
Road:	RD
Rear Alley:	RA
Rear Lane:	RL
~~Bicycle Trail:~~	~~BT~~
~~Bicycle Lane:~~	~~BL~~
~~Bicycle Route:~~	~~BR~~
Path:	PT
Passage:	PS
~~Transit Route:~~	~~TR~~





	ST-50-28	ST-~~50~~ 52-32
Thoroughfare Type	Street	Street
Transect Zone Assignment	T4, T5, T6	T3, T4
Right-of-Way Width	50 feet	52 ~~50~~ feet
Pavement Width	28 feet	32 feet
Movement	Yield Movement	Slow Movement
Design Speed	20 MPH	20 MPH
~~Pedestrian Crossing Time~~	~~7.6 seconds~~	~~8.5 seconds~~
Traffic Lanes	2 lane	2 lanes
Parking Lanes	Both sides @ 8 feet unmarked	Both sides @ 7 feet unmarked
Pavement Radius	10 feet	10 feet
Walkway Type	5 foot Sidewalk	5 foot Sidewalk
Planter Type	6 foot continuous Planter	5 foot continuous Planter
Curb Type	Curb	Curb
PLANTING ~~Landscape~~ Type	Trees at 30' o.c. Avg.	Trees at 30' o.c. Avg.
~~Transportation Provision~~	~~None~~	~~None~~

Leander SmartCode v2.0 adapted by Sandy Sorlien / Smartcode Local & Michael Watkins Architect. Illustrations by DPZ & Co. from SmartCode v9.5

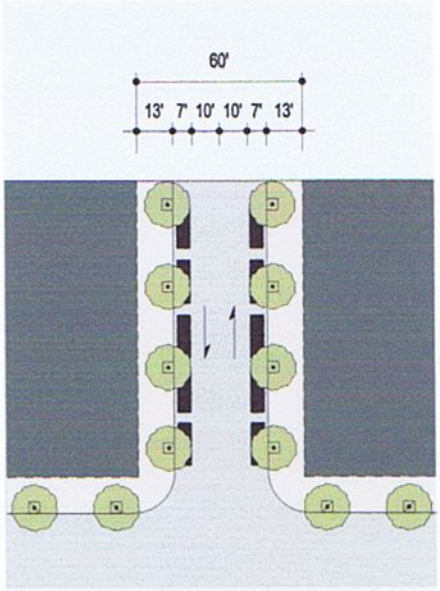
TABLE ~~3~~ 3A E. THOROUGHFARE ASSEMBLIES (CONT.)

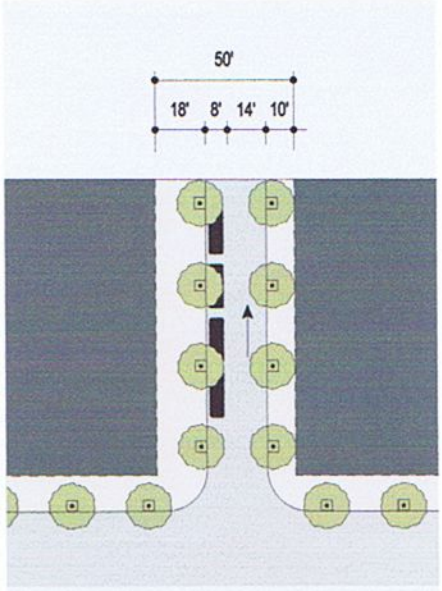
KEY ST-57-20-~~BL~~

- Thoroughfare Type
- Right of Way Width
- Pavement Width
- Transportation ~~X~~

THOROUGHFARE TYPES

~~Highway:~~	~~HW~~
Boulevard:	BV
Avenue:	AV
Commercial Street:	CS
Drive:	DR
Street:	ST
Road:	RD
Rear Alley:	RA
Rear Lane:	RL
~~Bicycle Trail:~~	~~BT~~
~~Bicycle Lane:~~	~~BL~~
~~Bicycle Route:~~	~~BR~~
Path:	PT
Passage:	PS
~~Transit Route:~~	~~TR~~





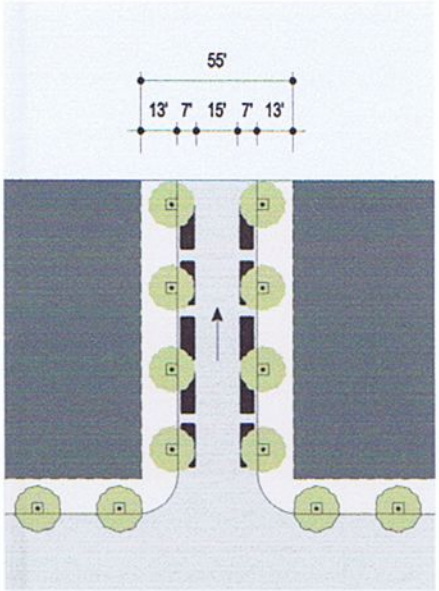
	ST-60-34	CS-50-22
Thoroughfare Type	Street	Commercial Street
Transect Zone Assignment	T3, T4, T5	T5, T6
Right-of-Way Width	60 feet	50 feet
Pavement Width	34 feet	22 feet
Movement	Slow Movement	Slow Movement
Design Speed	20 MPH	20 MPH
~~Pedestrian Crossing Time~~	~~9.7 seconds~~	~~6.2 seconds~~
Traffic Lanes	2 lanes	1 lane, one way
Parking Lanes	Both Sides @ 7 feet marked	One side @ 8 feet marked
Pavement Radius	15 feet	15 feet
Walkway Type	6 foot Sidewalk	18/10 foot Sidewalk
Planter Type	7 foot continuous Planter	4x4" tree well
Curb Type	Curb	Curb
PLANTING ~~Landscape~~ Type	Trees at 30' o.c. Avg.	Trees at 30' o.c. Avg.
~~Transportation Provision~~	~~None~~	~~None~~

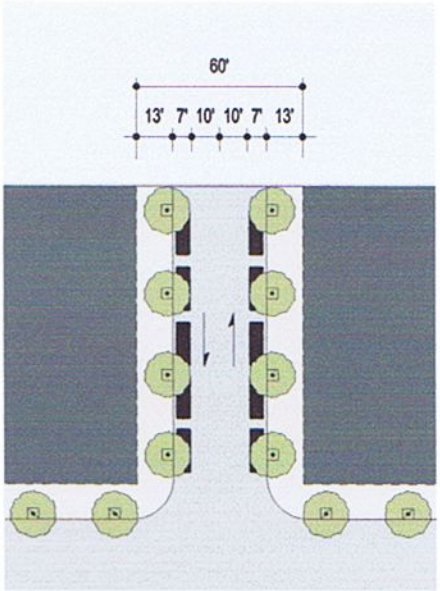
KEY ST-57-20-~~BL~~

- Thoroughfare Type
- Right of Way Width
- Pavement Width
- ~~Transportation~~

THOROUGHFARE TYPES

~~Highway:~~	~~HW~~
Boulevard:	BV
Avenue:	AV
Commercial Street:	CS
Drive:	DR
Street:	ST
Road:	RD
Rear Alley:	RA
Rear Lane:	RL
~~Bicycle Trail:~~	~~BT~~
~~Bicycle Lane:~~	~~BL~~
~~Bicycle Route:~~	~~BR~~
Path:	PT
Passage:	PS
~~Transit Route:~~	~~TR~~





	CS-55-29	CS-60-34
Thoroughfare Type	Commercial Street	Commercial Street
Transect Zone Assignment	T5, T6	T5, T6
Right-of-Way Width	55 feet	60 feet
Pavement Width	29 feet	34 feet
Movement	Slow Movement	Slow Movement
Design Speed	20 MPH	20 MPH
~~Pedestrian Crossing Time~~	~~8.2 seconds~~	~~9.7 seconds~~
Traffic Lanes	1 lane, one way	2 lanes
Parking Lanes	Both sides @ 7 feet marked	Both sides @ 7 feet marked
Pavement Radius	15 feet	10 feet
Walkway Type	13 foot Sidewalk	13 foot Sidewalk
Planter Type	4x4" tree well	4x4" tree well
Curb Type	Curb	Curb
PLANTING ~~Landscape~~ Type	Trees at 30' o.c. Avg.	Trees at 30' o.c. Avg.
~~Transportation Provision~~	~~None~~	~~None~~

TABLE ~~3E~~ 3A. THOROUGHFARE ASSEMBLIES (CONT.)

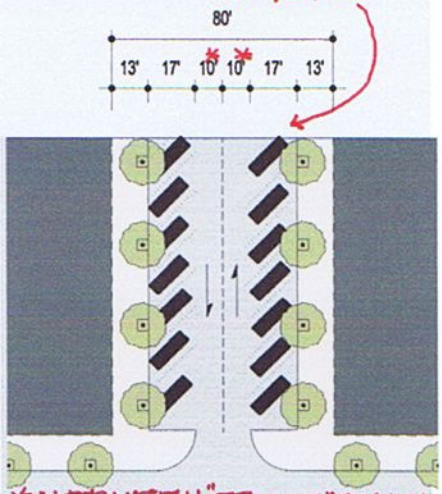
KEY ST-57-20-~~BL~~

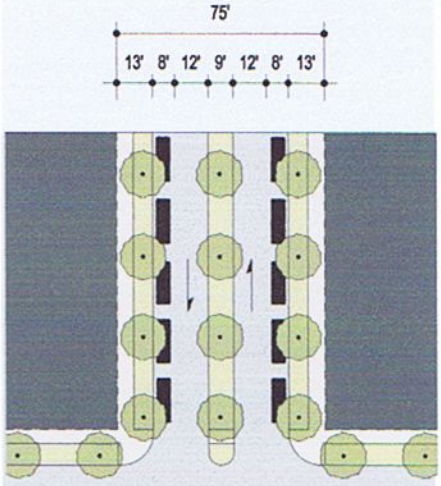
- Thoroughfare Type
- Right of Way Width
- Pavement Width
- Transp~~ortation~~

THOROUGHFARE TYPES

~~Highway:~~	~~HW~~
Boulevard:	BV
Avenue:	AV
Commercial Street:	CS
Drive:	DR
Street:	ST
Road:	RD
Rear Alley:	RA
Rear Lane:	RL
~~Bicycle Trail:~~	~~BT~~
~~Bicycle Lane:~~	~~BL~~
~~Bicycle Route:~~	~~BR~~
Path:	PT
Passage:	PS
~~Transit Route:~~	~~TR~~

SHOW AS "BACK-IN" DIAGONAL





*ALTERNATELY, "FRONT-IN" DIAGONAL PARKING WITH 12 FOOT TRAFFIC LANES MAY BE USED.

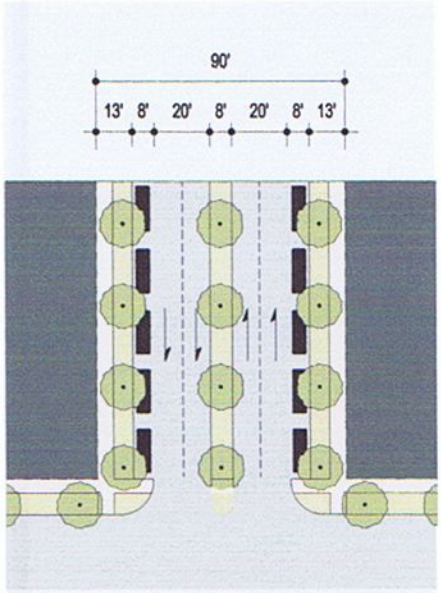
	CS-80-54	AV-75-40
Thoroughfare Type	Commercial Street	Avenue
Transect Zone Assignment	T5, T6	T3, T4, T5
Right-of-Way Width	80 feet	75 feet
Pavement Width	54 feet	40 feet total
Movement	Slow Movement	Slow Movement
Design Speed	25 MPH	25 MPH
~~Pedestrian Crossing Time~~	~~5.7 seconds at corners~~	~~5.7 seconds - 5.7 seconds~~
Traffic Lanes	2 lanes	2 lanes
Parking Lanes	Both sides angled @ 17 feet marked	Both sides @ 8 feet marked
Pavement Radius	10 feet	10 feet
Walkway Type	13 foot Sidewalk	6 foot Sidewalk
Planter Type	4X4' tree well	7 foot continuous Planter
Curb Type	Curb	Curb or Swale
PLANTING ~~Landscape~~ Type	Trees at 30' o.c. Avg.	Trees at 30' o.c. Avg.
~~Transportation Provision~~	~~None~~	~~None~~

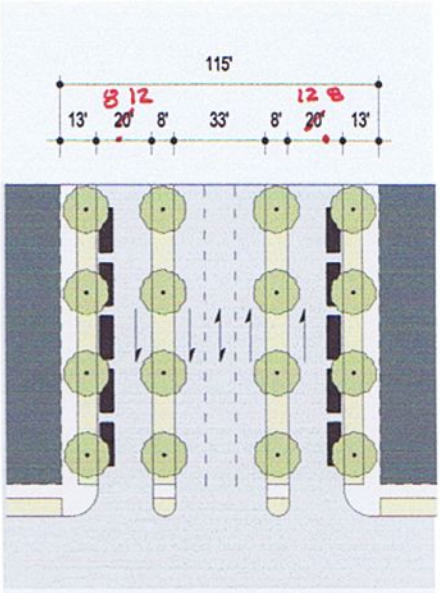
KEY ST-57-20-~~BL~~

- Thoroughfare Type
- Right of Way Width
- Pavement Width
- ~~Transportation~~

THOROUGHFARE TYPES

~~Highway:~~	~~HW~~
Boulevard:	BV
Avenue:	AV
Commercial Street:	CS
Drive:	DR
Street:	ST
Road:	RD
Rear Alley:	RA
Rear Lane:	RL
~~Bicycle Trail:~~	~~BT~~
~~Bicycle Lane:~~	~~BL~~
~~Bicycle Route:~~	~~BR~~
Path:	PT
Passage:	PS
~~Transit Route:~~	~~TR~~





	AV-90-56	BV-115-33
Thoroughfare Type	Avenue	Boulevard
Transect Zone Assignment	T3, T4, T5	T5, T6
Right-of-Way Width	90 feet	115 feet
Pavement Width	56 feet total	20 feet - 33 feet - 20 feet
Movement	Slow Movement	Free Movement (inner lanes)
Design Speed	25 MPH	35 MPH
~~Pedestrian Crossing Time~~	~~5.7 seconds - 5.7 seconds at corners~~	~~5.7 seconds - 9.4 seconds - 5.7 seconds~~
Traffic Lanes	4 lanes	3 lanes, one turning lane & two one-way slip roads
Parking Lanes	Both sides @ 8 feet marked	8 feet
Pavement Radius	10 feet	10 feet
Walkway Type	6 foot Sidewalk	6 foot Sidewalk
Planter Type	7 foot continuous Planter	7 foot continuous Planter
Curb Type	Curb or Swale	Curb
PLANTING ~~Landscape~~ Type	Trees at 30' o.c. Avg.	Trees at 30' o.c. Avg.
~~Transportation Provision~~	~~None~~	~~None~~

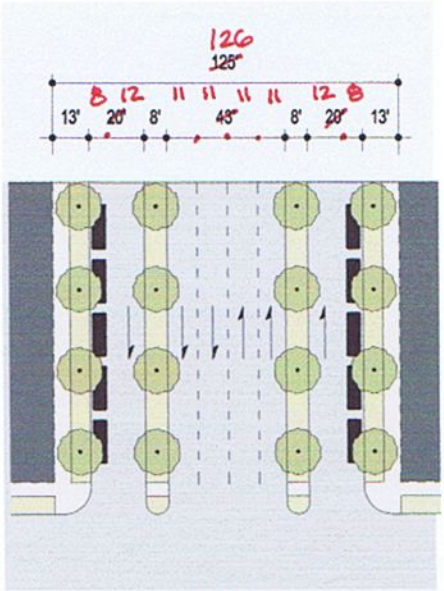
TABLE ~~3E~~ 3A .THOROUGHFARE ASSEMBLIES (CONT.)

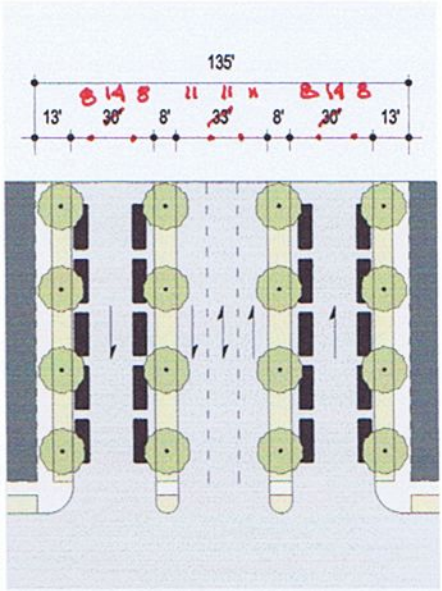
KEY ST-57-20-~~BL~~

- Thoroughfare Type
- Right of Way Width
- Pavement Width
- ~~Transportation~~

THOROUGHFARE TYPES

~~Highway:~~	~~HW~~
Boulevard:	BV
Avenue:	AV
Commercial Street:	CS
Drive:	DR
Street:	ST
Road:	RD
Rear Alley:	RA
Rear Lane:	RL
~~Bicycle Trail:~~	~~BT~~
~~Bicycle Lane:~~	~~BL~~
~~Bicycle Route:~~	~~BR~~
Path:	PT
Passage:	PS
~~Transit Route:~~	~~TR~~





	126 ~~BV-125-43~~	BV-135-33
Thoroughfare Type	Boulevard	Boulevard
Transect Zone Assignment	T5, T6	T5, T6
Right-of-Way Width	126 ~~125~~ feet	135 feet
Pavement Width	~~20 feet - 43 feet - 20 feet~~ 20-44-20	30 feet - 33 feet - 30 feet
Movement	Free Movement (inner lanes)	Free Movement
Design Speed	35 MPH	35 MPH
~~Pedestrian Crossing Time~~	~~5.7 seconds - 12.2 seconds - 5.7 seconds~~	~~8.5 seconds - 9.4 seconds - 8.5 seconds~~
Traffic Lanes	4 lanes & two one-way slip roads	3 lanes, one turning lane & two one-way slip roads
Parking Lanes	8 feet	8 feet
Pavement Radius	10 feet	10 feet
Walkway Type	6 foot Sidewalk	6 foot Sidewalk
Planter Type	7 foot continuous Planter	7 foot continuous Planter
Curb Type	Curb	Curb
PLANTING ~~Landscape~~ Type	Trees at 30' o.c. Avg.	Trees at 30' o.c. Avg.
~~Transportation Provision~~	~~None~~	~~None~~

KEY ST-57-20-BL

Thoroughfare Type
Right of Way Width
Pavement Width
Transportation

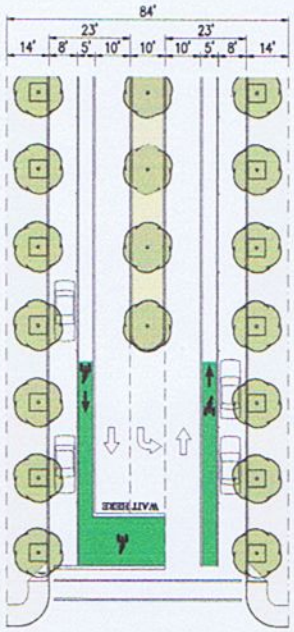
THOROUGHFARE TYPES

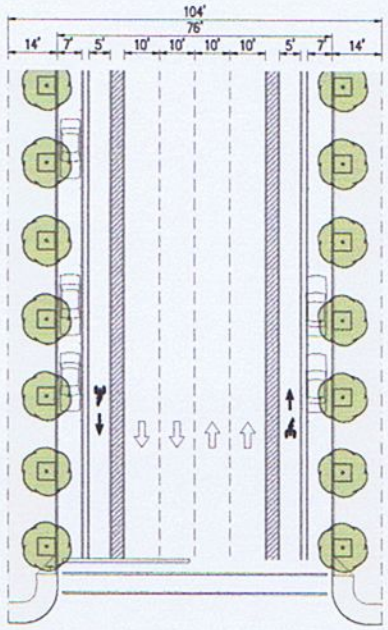
~~Highway:~~	~~HW~~
REORER.: Road:	RD
Street:	ST
Drive:	DR
Avenue:	AV
Commercial Street:	CS
Boulevard:	BV
Rear Alley:	RA
Rear Lane:	RL
Path:	PT
Passage:	PS

BIKEWAY TYPES

Bicycle Trail (Shared Use):	BT
Bicycle Path (Shared Use):	BP
Bicycle Lane:	BL
Conventional	BLC
Buffered	BLB
Buffered - Two-Way	BLB2
Physically Separated	BLP
Shoulder	BLS
With Bicycle Box	BLX
Shared Vehicular Lane:	SL
Bicycle Boulevard:	BB

~~**TRANSITWAY TYPES** See TOD Module~~





ASSEMBLY DESIGNATION	AV-84-56-BLX	CS-104-76-BLB
Thoroughfare Type	Avenue with Bicycle Lane with Bicycle Box	Commercial Street with Buffered Bicycle Lanes
Right-of-Way Width	84 feet	104 feet
Pavement Width	56 feet	76 feet
Transect Zone Assignment	(retrofit) T3, T4, T5	(retrofit) T5, T6
PUBLIC FRONTAGE		
Drainage Type	4" raised Curb	4" raised Curb
Turning Radius	10 feet.	10 feet
Walkway Type	14 foot Sidewalk both sides	14 foot Sidewalk both sides
Planter Type	6 foot tree wells	6 foot tree wells
Landscape Type	trees at 30' o.c. avg.	tree wells 30' o.c. avg.
Median Width	10 feet.	n/a
VEHICULAR LANES		
Traffic Lane Width	10 feet, turn lane10 feet	10 feet
Parking Lane Width	both sides @ 8 feet marked	both sides @ 7 feet marked
Target Speed	35 mph	above 35 mph
Pedestrian Crossing Time	16 seconds	24 seconds
BIKEWAY TYPE	**BLX - Bicycle Lane with Bicycle Box**	**BLB - Buffered Bicycle Lane**
Riding Surface Width	5 feet with 14' deep box	5 feet with 4' striped buffer and 2' Shy Zone
Movement	with traffic	with traffic
Intersection Treatment	signalized, Bicycle Box	signalized, Peg-a-Track, colored, Bicycle Box, Bicycle Inductor Loops
Bicycle Parking	rack, Bicycle Shelter, Bicycle Locker, Bicycle Station	rack, Bicycle Shelter, Bicycle Locker, Bicycle Station
TRANSITWAY TYPE	**None**	**None**

TABLE 3~~E~~A. THOROUGHFARE ASSEMBLIES (CONT.)

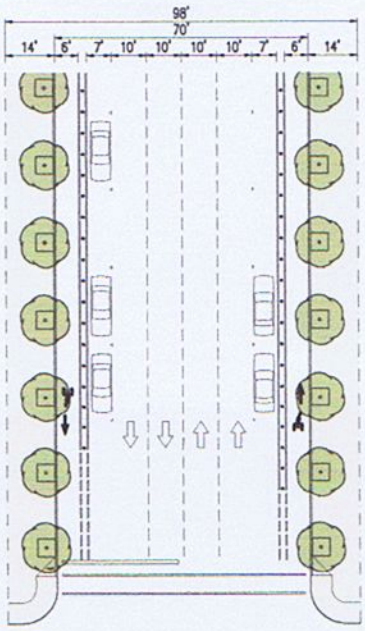
KEY **ST-57-20-BL**

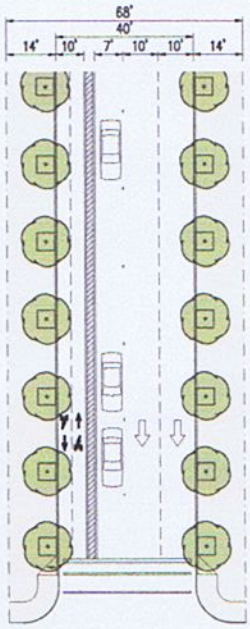
Thoroughfare Type
Right of Way Width
Pavement Width
Transportation

THOROUGHFARE TYPES

~~Highway:~~	~~HW~~
Road:	RD
Street:	ST
Drive:	DR
Avenue:	AV
Commercial Street:	CS
Boulevard:	BV
Rear Alley:	RA
Rear Lane:	RL
Path:	PT
Passage:	PS
BIKEWAY TYPES	
Bicycle Trail (Shared Use):	BT
Bicycle Path (Shared Use):	BP
Bicycle Lane:	BL
Conventional	BLC
Buffered	BLB
Buffered - Two-Way	BLB2
Physically Separated	BLP
Shoulder	BLS
With Bicycle Box	BLX
Shared Vehicular Lane:	SL
Bicycle Boulevard:	BB

~~TRANSITWAY TYPES See TOD Module~~





ASSEMBLY DESIGNATION	CS-98-70-BLP	DR-68-40-BLB2
Thoroughfare Type	Commercial Street with Physically-Sep. Bicycle Lane	Drive with 2-Way Buffered Bicycle Lane
Right-of-Way Width	98 feet	68 feet
Pavement Width	70 feet	40 feet
Transect Zone Assignment	(retrofit) T5, T6	(retrofit) T4, T5, T6
PUBLIC FRONTAGE		
Drainage Type	4" raised Curb	4" raised Curb
Turning Radius	10 feet.	10 feet
Walkway Type	14 foot Sidewalk both sides	14 foot Sidewalk both sides
Planter Type	6 foot tree wells	6 foot tree wells
Landscape Type	trees at 30' o.c. avg.	tree wells 30' o.c. avg
Median Width	n/a	n/a
VEHICULAR LANES		
Traffic Lane Width	10 feet	10 feet
Parking Lane Width	both sides @ 7 feet marked	one side @ 7 feet marked
Target Speed	35 mph	30 mph
Pedestrian Crossing Time	20 seconds	12 seconds
BIKEWAY TYPE	**BLP - Physically-Separated Bicycle Lane (Cycle Track)**	**BLB2 - Two-Way Buffered Bicycle Lane**
Riding Surface Width	6 feet with 2 ft barrier	5 feet each way with 3 ft striped buffer
Movement	with traffic	dual direction
Intersection Treatment	signalized, Peg-a-Track, colored	signalized, Peg-a-Track, colored,Bicycle Box, Bicycle Inductor Loops
Bicycle Parking	rack, Bicycle Shelter, Bicycle Locker, Bicycle Station	rack, Bicycle Shelter, Bicycle Locker, Bicycle Station
TRANSITWAY TYPE	**None**	**None**

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TABLE ~~3A~~ 3B. VEHICULAR LANE DIMENSIONS

Table ~~3A~~ 3B: Vehicular Lane Dimensions. ~~This table assigns lane widths to Transect Zones. Target speed should be the determinant for pedestrian and multi-modal safety. The most typical assemblies are shown in Table 3B. Specific requirements for truck and transit bus routes and truck loading shall be decided by Warrant.~~

DESIGN ~~TARGET~~ SPEED	TRAVEL LANE WIDTH	T1	T2	T3	T4	T5	T6
Below 20 mph	8 feet	■	■	■	□		
20-25 mph	9 feet	■	■	■	■	□	□
25-35 mph	10 feet	■	■	■	■	■	■
25-35 mph	11 feet	■	■			■	■
Above 35 mph	12 feet	■	■			■	■
DESIGN ~~TARGET~~ SPEED	PARKING LANE WIDTH						
20-25 mph	(Angle) 18 feet					■	■
20-25 mph	(Parallel) 7 feet				■		
25-35 mph	(Parallel) 8 feet			■	■	■	■
Above 35 mph	(Parallel) 9 feet					■	■
DESIGN ~~TARGET~~ SPEED	EFFECTIVE TURNING RADIUS (SEE TABLE 8A)						
Below 20 mph	5-10 feet			■	■	■	■
20-25 mph	10-15 feet	■	■	■	■	■	■
25-35 mph	15-20 feet	■	■	■	■	■	■
Above 35 mph	20-30 feet	■	■			□	□

■ BY RIGHT

□ BY WARRANT

THIS TABLE PROVIDES INFORMATION FOR THE DESIGN OF THOROUGHFARE ASSEMBLIES, IF ANY ARE NEEDED TO SUPPLEMENT TABLE 3A. APPROPRIATE LANE WIDTHS FOR DESIRED VEHICLE SPEEDS ARE ASSIGNED BY TRANSECT ZONE. THE DESIRED VEHICLE SPEED IN A GIVEN CONTEXT IS KNOWN AS THE DESIGN SPEED, WHICH MAY BE DIFFERENT FROM THE POSTED SPEED LIMIT. COMPLETE NEW ASSEMBLIES (PUBLIC FRONTAGE AND VEHICULAR LANES) CREATED FROM TABLE 3B, TABLE 3C, TABLE 3D, AND/OR TABLE 3E ARE SUBJECT TO REVIEW BY WARRANT. SPECIFIC REQUIREMENTS FOR TRUCKS AND BUSES SHALL BE DECIDED BY WARRANT.

TABLE ~~3B~~ 3C. VEHICULAR LANE & PARKING ASSEMBLIES DRAFT LEANDER SMARTCODE

THIS TABLE PROVIDES ELEMENTS OF THOROUGHFARE ASSEMBLIES, IF ANY ARE NEEDED TO SUPPLEMENT TABLE 3A.

Table ~~3B~~ 3C: Vehicular Lane/Parking Assemblies. Projected target speeds determine the dimensions of the vehicular lanes and turning radii ~~assembled for thoroughfares~~. FOR DIFFERENT TRANSECT ZONES. COMPLETE ASSEMBLIES (PUBLIC FRONTAGE AND VEHICULAR LANES) CREATED FROM TABLE 3B, TABLE 3C, TABLE 3D AND/OR TABLE 3E ARE SUBJECT TO REVIEW BY WARRANT.

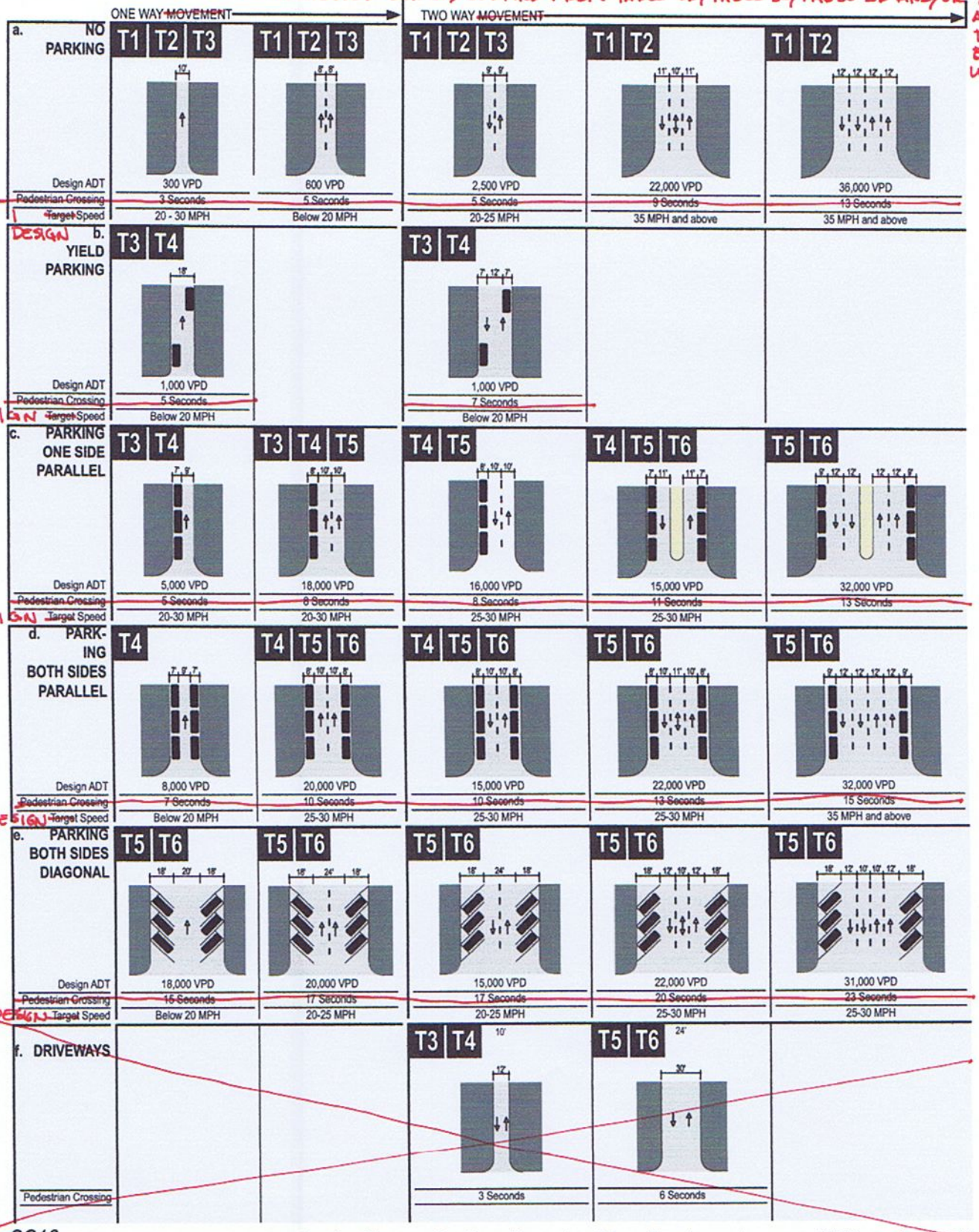

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TABLE ~~3C~~ 3D. PUBLIC FRONTAGES - GENERAL

Table ~~3C~~ 3D: Public Frontages - General. The Public Frontage is the area between the private lot line and the edge of the vehicular lanes. ~~Dimensions are given in Table 3E Thoroughfare Assemblies.~~ THIS TABLE PROVIDES INFORMATION FOR THE DESIGN OF THOROUGHFARE ASSEMBLIES, IF ANY ARE NEEDED TO SUPPLEMENT TABLE 3A, AS WELL AS SUPPORT TABLE 3A ASSEMBLIES WHERE DIMENSIONS ARE GIVEN. COMPLETE NEW ASSEMBLIES (PUBLIC FRONTAGE AND VEHICULAR LANES) CREATED FROM TABLE 3B, TABLE 3C, TABLE 3D AND/OR TABLE 3E ARE SUBJECT TO REVIEW BY WARRANT.

REORDER EACH:
1. PARKING
2. PLANTING
3. SIDEWALKS

PLAN

LOT ▶ ◀ R.O.W.
PRIVATE FRONTAGE ▶ ◀ PUBLIC FRONTAGE

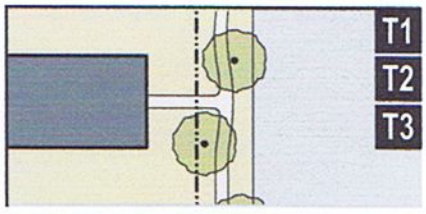
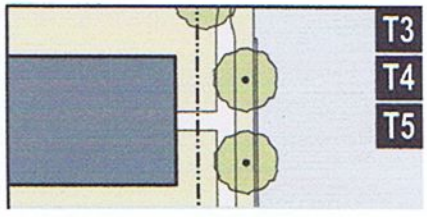
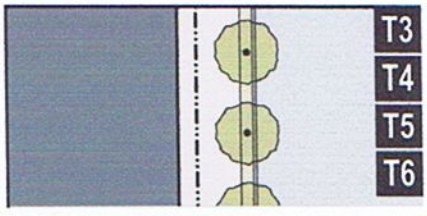
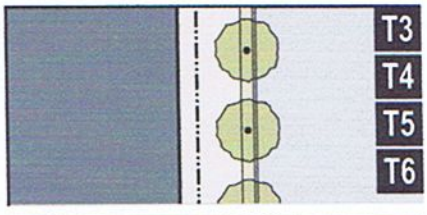
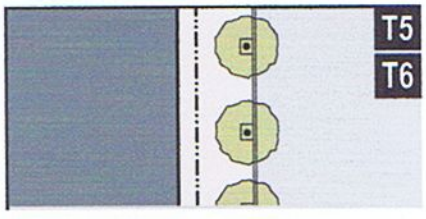
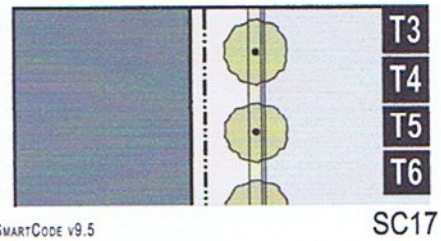
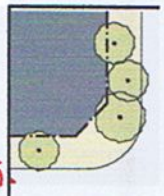
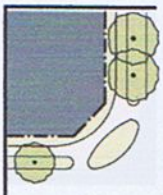
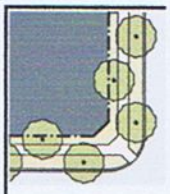
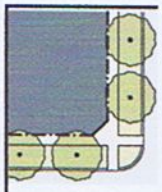
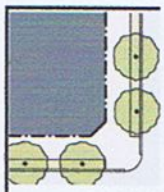
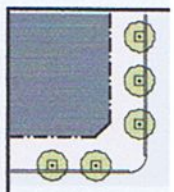
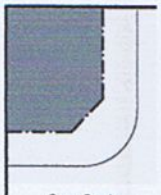
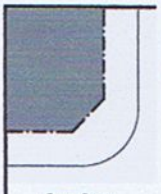
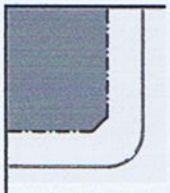
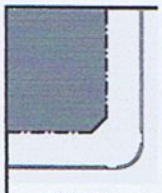
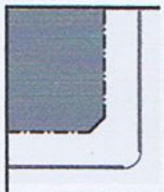
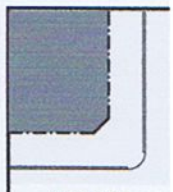
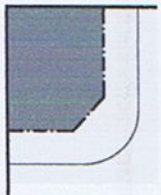
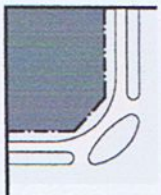
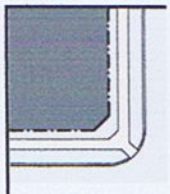
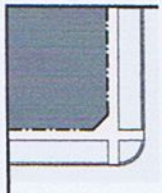
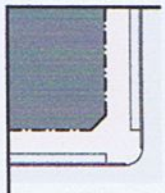
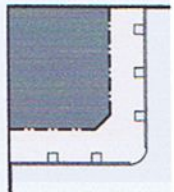
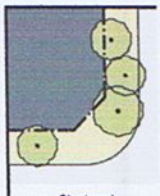
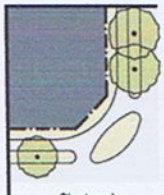
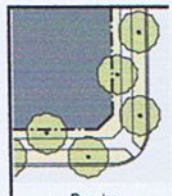
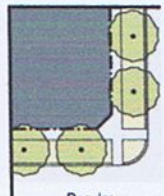
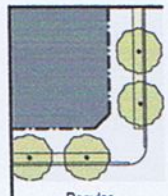
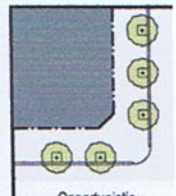
a. Highway (HW): This frontage has open swales drained by percolation, bicycle trails and no parking. The landscaping consists of the natural condition or multiple species arrayed in naturalistic clusters. Buildings are buffered by distance or berms. THAT TREES OF (6)	T1 T2 T3
b. Road (RD): This frontage has open swales drained by percolation and MAY HAVE a walking path or bicycle trail along one or both sides and ~~yield~~ IN TS, PARALLEL parking. The landscaping consists of multiple TREES OF species arrayed in naturalistic clusters.	 T1 T2 T3
c. Street (ST): This frontage has raised curbs drained by inlets, and sidewalks separated from the vehicular lanes by individual or continuous planters, with parking on one or both sides. The landscaping consists of street trees of a single or alternating species aligned in a regularly spaced allee, with the exception that streets with a right-of-way (R.O.W.) width of 40 feet or less are exempt from tree requirements.	 T3 T4 T5
d. Drive (DR): This frontage has raised curbs drained by inlets and a wide sidewalk or paved path along one side, related to a greenway or waterfront. It is separated from the vehicular lanes by individual or continuous planters. The landscaping consists of street trees of a single or alternating species aligned in a regularly spaced allee.	 T3 T4 T5 T6
e. Avenue (AV): This frontage has raised curbs drained by inlets, and wide sidewalks separated from the vehicular lanes by a narrow continuous planter with parking on both sides. The landscaping consists of a single tree species aligned in a regularly spaced allee.	 T3 T4 T5 T6
f. Commercial Street or Avenue (CS) (AV): This frontage has raised curbs drained by inlets, and very wide sidewalks along both sides separated from the vehicular lanes by separate tree wells with grates, and parking on both sides. The landscaping consists of a single tree species aligned with regular spacing where possible, ~~but clears the~~ ADJUSTED FOR shopfront entrances.	 T5 T6
g. Boulevard (BV): This frontage has side drives on both sides. It consists of raised curbs drained by inlets, and sidewalks along both sides, separated from the vehicular lanes by planters. The landscaping consists of double rows of a single tree species aligned in a regularly spaced allee.	 T3 T4 T5 T6

Table ~~3D~~ 3E: Public Frontages - Specific. ~~This table assembles prescriptions and dimensions for the Public Frontage elements - curbs, walkways and planters – relative to specific thoroughfare types within Transect Zones. Table 3D-a and Table 3E assemble all of the elements for the various types. See Table 3G for lighting types and Table 3H for planting types.~~

TRANSECT ZONE / Public Frontage Type	T1 T2 T3 HW & RD	T1 T2 T3 RD & ST	T3 T4 ST-DR-AV	T4 T5 ST-DR-AV-BV	T5 T6 CS-DR-AV-BV	T5 T6 CS-DR-AV-BV
a. Assembly: The principal variables are the type and dimension of curbs, walkways, planters, ~~and~~ landscape, AND LIGHTING.						
Total Width	16-24 feet	12-24 feet	12-18 feet	12-18 feet	18-24 feet	18-30 feet
b. Curb: The detailing of the edge of the vehicular pavement, incorporating drainage.						
Type	Open Swale	Open Swale	Raised Curb	Raised Curb	Raised Curb	Raised Curb
Pavement Radius	10-30 feet	10-30 feet	5-20 feet	5-20 feet	5-20 feet	5-20 feet
c. Walkway: The ~~pavement~~ SURFACE dedicated exclusively to pedestrian activity.						
Type	Path Optional	Path	Sidewalk	Sidewalk	Sidewalk	Sidewalk
Width	n/a	4-8 feet	4-8 feet	4-8 feet	12-20 feet	12-30 feet
d. Planter: The layer that accommodates ~~street~~ trees and other landscape.						
Arrangement	Clustered	Clustered	Regular	Regular	Regular	Opportunistic
Species	Multiple	Multiple	Alternating	Single	Single	Single
Planter Type	Continuous Swale	Continuous Swale	Continuous Planter	Continuous Planter	Continuous Planter	Tree Well
Planter Width	8 feet-16 feet	8 feet-16 feet	8 feet-12 feet	8 feet-12 feet	4 feet-6 feet	4 feet-6 feet
~~e.~~ f. **Public Lighting:**	See Table ~~3G~~ 3H		See Table ~~3G~~ 3H		See Table ~~3G~~ 3H	
~~f.~~ e. **Public Planting:**	See Table ~~3H~~ 3G		See Table ~~3H~~ 3G		See Table ~~3H~~ 3G	

THIS TABLE PROVIDES ELEMENTS OF FUTURE THOROUGHFARE ASSEMBLIES, IF ANY ARE NEEDED TO SUPPLEMENT TABLE 3A. IT ILLUSTRATES TYPES AND DIMENSIONS FOR CURBS, WALKWAYS AND PLANTERS. ROW (a.) ASSEMBLES THE ELEMENTS PICTURED IN THE ROWS BELOW IT. COMPLETE NEW ASSEMBLIES (PUBLIC FRONTAGE AND VEHICULAR LANES) CREATED FROM TABLE 3B, TABLE 3C TABLE 3D AND/OR TABLE 3E ARE SUBJECT TO REVIEW BY WARRANT.

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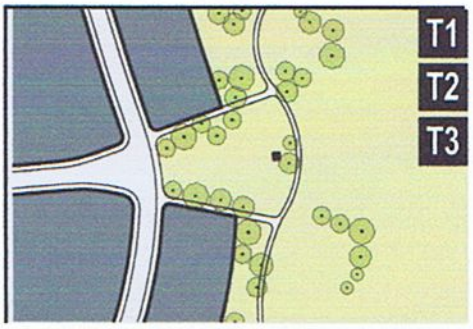
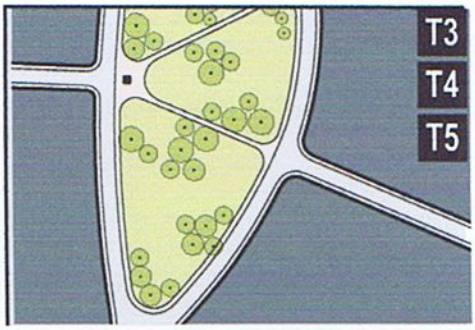
Table 3F: Civic Space. This table indicates the general character of public open space appropriate for each Transect Zone and provides some basic standards.

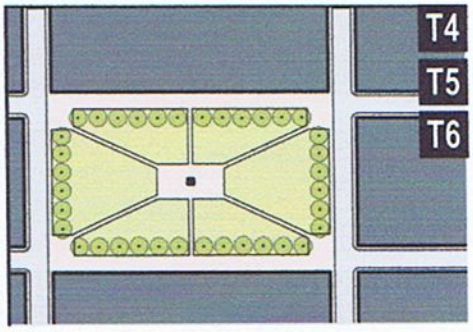
a. Park: A natural preserve available for unstructured recreation. A park may be independent of surrounding building frontages. Its landscape shall consist of paths and trails, meadows, waterbodies, woodland and open shelters, all naturalistically disposed. Parks may be lineal greenways, following the trajectories of natural corridors. The minimum size shall be 8 acres. Larger parks may be considered as Special Districts by Warrant in all zones.



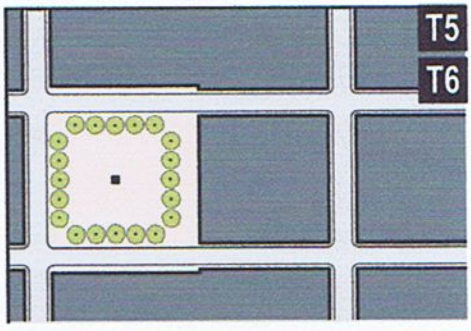
b. Green: An open space available for unstructured recreation. A green may be spatially defined by landscaping rather than building frontages. Its landscape shall consist of lawn and trees, naturalistically disposed. The minimum size shall be 1/2 acre and the maximum shall be 8 acres.



c. Square: An open space available for unstructured recreation and civic purposes. A square is spatially defined by building frontages. Its landscape shall consist of paths, lawns and trees, formally disposed. Squares should be located at the intersection of important thoroughfares. The minimum size shall be 1/2 acre and the maximum shall be 5 acres.



d. Plaza: An open space available for civic purposes and commercial activities. A plaza shall be spatially defined by building frontages. Its landscape shall consist primarily of pavement. Trees are optional. Plazas should be located at the intersection of important streets. The minimum size shall be 1/2 acre and the maximum shall be 2 acres.



e. Playground: An open space designed and equipped for the recreation of children. A playground should be fenced and may include an open shelter. Playgrounds shall be interspersed within residential areas and may be placed within a block. Playgrounds may be included within parks and greens. There shall be no minimum or maximum size.

f. Pocket Park: A small open space suitable for socializing, eating and resting. Pocket parks shall be equipped with benches and plantings, with tables and public art optional. They may be placed alongside thoroughfares or as intimate spaces within blocks, but should be visible from a thoroughfare. The maximum size shall be one half (1/2) acre.

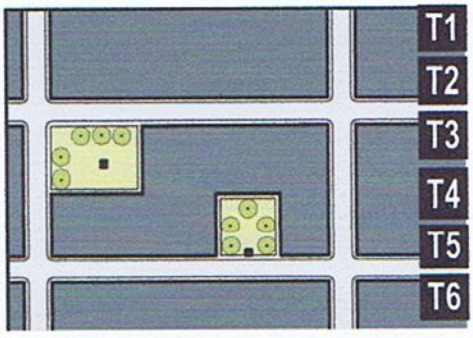


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Table ~~3H~~ 3G: Public Planting. This table provides tree shapes appropriate to thoroughfare types and Transect Zones. Specific trees and shrubs appropriate for the bioregion should be selected from the ~~City of Austin *Native and Adapted Landscape Plants* handbook.~~ PREFERRED PLANT LIST MAINTAINED BY THE PLANNING DEPARTMENT OR THE GROW GREEN GUIDE FOR NATIVE AND ADAPTIVE LANDSCAPE PLANTS PUBLISHED BY THE CITY OF AUSTIN WATERSHED PROTECTION AND TEXAS A&M AGRILIFE EXTENSION, AS AMENDED FROM TIME TO TIME.

Thoroughfare Type	T1 T2 T3 HW-RD	T3 T4 ST-DR-AV-BV	T5 T6 ST-DR-AV-BV	T5 T6 CS	Common Name/ Botanical Name
Columnar	■	■	■	■	
Oval	■	■	■	■	
Rounded	■	■	■		
Conical	■	■			
Spreading	■	■			
Vase	■	■			

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TABLE ~~3G~~ 3H. PUBLIC LIGHTING

Table ~~3G~~ 3H: Public Lighting. Lighting varies ~~in brightness and also~~ in the character of the fixture according to the Transect. ~~The~~ THIS table shows five common types. ~~A set of streetlights corresponding to these types is listed on this page~~. All ~~street and parking lot~~ lighting shall be incandescent, fluorescent, halogen, natural gas elements, metal halide, or LED. Fixtures shall be FULL cut-off fixtures, directing light downwards. IN VEHICULAR THOROUGHFARES, PARKING LOTS AND CIVIC SPACES (High-pressure sodium is permitted only in temporary parking lots.)

STREET LIGHT SPECIFICATIONS ARE MAINTAINED BY THE CITY ENGINEER.

	T1	T2	T3	T4	T5	T6	SD	Specifications
Cobra Head	▪						▪	
Pipe	▪	▪	▪					
Post		▪	▪	▪				
Column			▪	▪	▪			
Double Column					▪	▪		

4.1 INSTRUCTIONS

4.1.1 Chapter 4 is available by right for New Communities in the S1 General Sector, S2 STATION ~~Transit~~ Sector, and S3 Old Town Sector as listed in Chapter 2. It shall be used in conjunction with Chapter 3 Thoroughfares and Civic Spaces.

4.1.2 New Community applications submitted in accordance with the provisions of this Code, for the appropriate Sector and requiring no Exceptions, shall be processed administratively.

4.1.3 Concept Plans shall include graphic representations of the following elements:

a. boundaries of the Community Unit(s) and the Pedestrian Shed(s)
b. the location and type of existing and proposed major thoroughfares
c. the general location of the Transect Zones (and subzones if any)
d. the acreage of each Transect Zone and the percent of each Transect Zone relative to the total
e. the Civic Space requirements of Section 3.4. SUBMITTED

4.1.4 Concept Plans may overlap Sectors, but such plans shall follow the Community Unit standards of the Sector containing the greater land area.

4.1.5 Preliminary Plats may be ~~prepared~~ after approval of a Concept Plan and shall include one or more maps showing the following for each Community Unit in the plan area, in compliance with the Thoroughfare and Civic Space standards of Chapter 3 and the New Community standards of Chapter 4:

a. Specific boundaries of Transect Zones (and subzones, if any)
b. Civic Zones including Parks and Open Spaces
c. Thoroughfare network with block lengths and Thoroughfare Assemblies assigned
d. Waste, Wastewater, and Drainage utilities
e. Lot lines
f. Special Districts, if any
g. Special Requirements, if any ~~and~~
h. Warrants or Exceptions, if any

4.2 SEQUENCE OF COMMUNITY DESIGN

4.2.1 The site shall be structured using one or several Pedestrian Sheds, which should be located according to existing conditions, such as traffic intersections, adjacent developments, and natural features. The site, or any Community Unit within it, may be smaller or larger than its Pedestrian Shed, except for CLD, which shall be smaller.

4.2.2 Pedestrian Shed boundaries are not included on an adopted Transect Map and are not themselves regulatory.

4.2.3 The Community Unit boundaries may be adjusted to include land falling between or outside the Pedestrian Sheds, but the extent of each shall not exceed the acreage limit specified in Section 4.3 for the applicable Community Unit type.

4.2.4 Areas of Transect Zones shall be allocated within the boundaries of each Community Unit according to the percentage ranges for each type provided on Table 2A and Summary Table 7A. Previously approved Participating Parcels shall be included, as provided in Section 4.4.

4.2.5 Civic Zones shall be assigned according to Section 3.4.

4.2.6 Special Districts, if any, shall be assigned according to Section 4.7.

4.2.7 The Thoroughfare network shall be laid out according to Section 3.2 and Section 3.3.

4.2.8 Density shall be calculated according to Section 4.6.

4.2.9 Remnants of the site outside the Community Unit(s) shall be assigned to Transect Zones or Civic Space by Warrant, or considered for Special District by Exception.

4.2.10 Detail the plan using the Special Requirements described in Section 4.8, if applicable.

4.2.11 Incorporate the incentives available according to Section 1.6, if applicable.

4.3 COMMUNITY UNITS

4.3.1 Clustered Land Development (CLD)

a. A CLD shall be permitted within the CD Sector as an option.

b. A CLD shall fall within a Standard Pedestrian Shed and shall consist of no fewer than 20 acres and no more than 60 acres.

c. A CLD shall include Transect Zones as allocated on Table 2A and Summary Table 7A. ~~A minimum of~~ 30% of the Community Unit shall be permanently allocated to the T1 Natural Zone and/or the T2 Rural Zone.

d. Larger sites shall be designed and developed as multiple Community Units, each subject to the individual Transect Zone requirements for its type as allocated on Table 2A and Summary Table 7A. The simultaneous planning of adjacent parcels is encouraged.

4.3.2 Traditional Neighborhood Development (TND)

a. A TND shall be the only form of development permitted within the S1 General Sector, and shall be permitted within the CD Sector as an option.

b. A TND shall be structured by one Standard Pedestrian Shed or one Linear Pedestrian Shed and shall consist of no fewer than 40 acres and no more than 160 acres.

c. A TND shall include Transect Zones as allocated on Table 2A and Summary Table 7A.

d. Larger sites shall be designed and developed as multiple Community Units, each subject to the individual Transect Zone requirements for its type as allocated on Table 2A and Summary Table 7A. The simultaneous planning of adjacent parcels is encouraged.

4.3.3 Regional Center Development (RCD)

a. An RCD shall be the only form of development permitted within the S2 ~~Transit~~ Sector.

b. An RCD shall be structured by one Standard Pedestrian Shed, one Linear Pedestrian Shed, or one Long Pedestrian Shed and shall consist of no fewer than 60 acres and no more than 640 acres.

c. An RCD shall include Transect Zones as allocated on Table 2A and Summary Table 7A.

d. For larger sites that cross into the S1 General Sector, an RCD may be adjoined without buffer by one or more TNDs, each subject to the individual Transect Zone requirements for TND as allocated on Table 2A and Summary Table 7A. The simultaneous planning of adjacent parcels is encouraged.

4.4 PARTICIPATING PARCELS

4.4.1 The owner of a parcel smaller than the minimum acreage required for a Community Unit within the S1 Sector or S2 Sector may submit a Concept Plan for a Community Unit for the Pedestrian Shed containing the parcel, and may request the allocation of one or more Transect Zones for the Participating Parcel based on (1) the location of the parcel and (2) the permitted allocation percentages within the requested

Community Unit.

4.4.2 If a landowner owns multiple parcels within a Community Unit, all of the parcels shall be included in the Concept Plan.

4.4.3 Participating Parcel Concept Plans shall follow the process for a zoning ordinance amendment as defined in the Composite Zoning Ordinance.

4.4.4 Upon approval by the City Council, the assigned Transect Zone(s) for the Participating Parcel (only) shall be recorded on the Transect Map, replacing the Sector designation for that parcel. For future Participating Parcel or New Community applications within the Concept Plan area, at the discretion of the Planning ~~Office~~ DIRECTOR, the boundaries may be adjusted up to 20% by land area relative to the original size, and/or, after boundary adjustment, the location of the center of the full Community Unit may be moved up to 20% relative to the new boundaries, provided that the Community Unit is still compliant with Section 4.2.

4.4.5 Within the established Pedestrian Shed of a previously approved Participating Parcel, further Participating Parcel applications shall complement, in their allocation calculations, the Transect Zones of the other Participating Parcels, i.e., the portions of the Transect Map that already occupy their plan area.

4.5 TRANSECT ZONES

4.5.1 Transect Zones shall be composed of the urban design elements generally described in Table 1C, prescribed throughout this Code, and ~~summarized~~ SHOWN on Summary Table 7A.

4.5.2 Lot and Building standards for the individual Transect Zones T3, T4, T5, and T6 are PROVIDED ~~summarized~~ on Table 7B, Table 7C, Table 7D, and Table 7E respectively.

4.5.3 Subzones of Transect Zones (e.g., T3.1, T3.2) shall be permitted for creating distinctions within Transect Zones, as long as their minimum and maximum metric standards and permitted types do not exceed the standards of the main Transect Zone. Subzones are counted along with the main Transect Zone for allocation percentages. Subzones shall support the Intent of this Code.

4.5.4 An assignment of a Transect Zone to allow a different Function level (e.g., from Restricted to Limited) than that provided on Table 6E shall be subject to review by Exception.

4.6 DENSITY CALCULATIONS

4.6.1 The permitted Residential Density of each Transect Zone shall be calculated in terms of housing units (not including accessory units) as specified by Summary Table 7A. For purposes of density calculation, the Transect Zone areas include the private lots and thoroughfares but not land assigned to Civic Zones.

4.7 SPECIAL DISTRICTS

4.7.1 Special District designations shall be assigned to areas that, by their intrinsic size, function, or form, cannot conform to the requirements of any Transect Zone or combination of zones. Development standards for Special Districts shall be prepared in compliance with the requirements of the Composite Zoning Ordinance for a PUD and shall follow the process for approval of a PUD zoning ordinance amendment.

4.8 SPECIAL REQUIREMENTS

4.8.1 A Transect Map may designate any of the following Special Requirements:

a. A differentiation of the thoroughfares as A-Streets or B-Streets. Lots along an A-Street shall be held to the highest standard of this Code in support of pedestrian activity. Lots along a B-Street may be considered for the following Warrants allowing automobile-oriented standards: driveways, drive-thru services, and/or one double-loaded row of head-in parking in the Private Frontage (80 ~~ft~~ maximum setback). The frontages assigned to B-Streets shall not exceed 30% of the total length of frontages within a Pedestrian Shed. FEET

b. Retail Frontage, requiring that a building provide a Shopfront at sidewalk level along the entire length of its Private Frontage. The Shopfront shall be ~~no less than~~ 50% ~~clear~~ MINIMUM glass between 2 and 12 feet above the sidewalk, and may be shaded by an awning overlapping the sidewalk as generally illustrated in Table 6C and specified in Chapter 6.

c. Gallery Frontage, requiring that a building provide a permanent cover over the sidewalk, either cantilevered or supported by columns. The Gallery Frontage designation may be combined with a Retail Frontage designation.

d. Arcade Frontage, requiring that a building overlap the sidewalk such that the first floor facade is an arcade or colonnade. The Arcade Frontage designation may be combined with a Retail Frontage designation.

e. Coordinated Frontage, requiring that the Public Frontage (Table ~~3C~~ 3D) and Private Frontage (Table 6C) be coordinated as a single, coherent landscape and paving design.

f. Terminated Vista location, requiring that the building be provided with architectural articulation of a type and character that responds visually to its axial location, as approved by the Planning Director.

g. View Corridor, requiring that an existing view be maintained from the point(s) marked on the map, as approved by the Planning Director.

h. Cross Block Passage, requiring that a minimum 8-foot-wide AT-GRADE PUBLIC pedestrian access be reserved between OR THROUGH buildings.

5.1 INSTRUCTIONS

5.1.1 This chapter guides the planning of parcels larger than 10 acres that are suitable for ~~redevelopment and~~ infill AND REDEVELOPMENT in areas already regulated by a Transect Map within the Traditional Sectors S1, S2, or S3.

5.1.2 The Planning ~~Office~~ DIRECTOR shall determine a Community Unit type based on existing conditions and intended evolution in the plan area. Community Units in already urbanized areas are not subject to the Transect Zone allocation percentage ranges of New Communities.

5.1.3 Concept Plans and Preliminary Plats for Infill & Redevelopment shall follow the application procedures for New Communities as set forth in Section 4.1, with the added requirement that all the existing Transect Zones be shown on the map, whether inside or outside the applicant parcel.

5.1.4 Infill & Redevelopment applications shall follow the process for a PUD zoning ordinance amendment as defined in the Composite Zoning Ordinance.

5.1.5 Within Old Town, for any area subject to an approved Infill & Redevelopment Plan, this Code becomes the exclusive and mandatory regulation and the Composite Zoning Ordinance is no longer available.

5.2 COMMUNITY UNITS

5.2.1 Infill & Redevelopment plans shall encompass or complete one or more of the following Community Unit types INFILL CLD, INFILL TND.: The edges of the Community Unit should blend into adjacent neighborhoods without buffers, and new Transect Zones should complement and support existing Transect Zones in the same Pedestrian Shed.

5.2.2 An area smaller than the applicable Pedestrian Shed for the Community Unit may be regulated under this Code.

5.2.3 No Pedestrian Shed shall assign more than 50% of its area to the T3 zone.

5.2.4 **INFILL CLD (CLUSTERED LAND DEVELOPMENT)**

a. An Infill CLD consists of the T3 ~~zone~~ and the T4 zone, or the T4 zone alone. Infill CLDs are predominantly residential with small mixed-use centers. An Infill CLD shall be planned as part of a Standard Pedestrian Shed that includes one or more higher Transect Zones. The T1 zone and T2 zone are optional.

5.2.5 **INFILL TND (TRADITIONAL NEIGHBORHOOD DEVELOPMENT)**

a. An Infill TND consists of EITHER the T3 ~~zone~~, T4 ~~zone~~, and T5 zone, or just the T4 ~~zone~~ and T5 zone. Infill TND should be assigned to neighborhoods that are predominantly residential with one or more mixed use corridors or centers. An Infill TND shall be planned as all or part of a Standard or Linear Pedestrian Shed oriented around one or more important mixed use corridors or centers. The T1 zone and T2 zone are optional.

~~5.2.6 **INFILL RCD (REGIONAL CENTER DEVELOPMENT)**~~

~~a. An Infill RCD consists of the T4 zone, T5 zone, and T6 zone or just the T5 zone and T6 zone. Infill RCD should be assigned to downtown neighborhoods that include significant office and retail uses as well as government and other civic institutions of regional importance. An Infill RCD shall be planned as all or part of a Long or Linear Pedestrian Shed oriented around one or more important mixed use corridors or centers.~~

5.3 TRANSECT ZONES

5.3.1 Transect Zone standards for Infill & Redevelopment are the same as those for New Communities under this Code. See Section 4.5.

5.4 CIVIC ZONES

5.4.1 **General**

a. An Infill & Redevelopment plan shall designate Civic Zones as either Civic Space (CS), Civic Buildings (CB), or both (CZ).

b. Civic Zones may be considered by Warrant so long as they do not occupy more than a total of 20% of the area of each Pedestrian Shed. A Civic Zone requiring more than 20% of the Pedestrian Shed shall be subject to the creation of a Special District with its own standards, to be recorded on Table 7F.

c. Parking maximums and locations for Civic Zones shall be determined by Warrant.

5.4.2 **Civic Space (CS)**

a. Civic Spaces shall be generally designed as described in Table 3F.

5.4.3 **Civic Buildings (CB)**

a. Civic Buildings shall not be subject to the requirements of Chapter 6. The particulars of their placement and form shall be determined by Exception.

b. Existing Civic Buildings in the plan area shall be inventoried and mapped as part of the Preliminary Plat. If there is no meeting hall in proximity to the Main Civic Space of each Pedestrian Shed, a Civic Zone for it ~~should~~ be reserved. 1c

c. Civic Building sites ~~should~~ not occupy more than 20% of the area of each Pedestrian Shed. SHALL SHALL SHALL

d. Civic Building sites ~~should~~ be located within or adjacent to a Civic Space, or at the axial termination of a significant Thoroughfare.

5.5 SPECIAL REQUIREMENTS

5.5.1 An Infill & Redevelopment plan may designate any of the Special Requirements listed in Section 4.8.

5.6 SPECIAL DISTRICTS

5.6.1 Special District designations shall be assigned to areas that, by their intrinsic size, function, or form, cannot conform to the requirements of any Transect Zone or combination of zones. ~~Development~~ Standards for Special Districts shall be prepared in compliance with the requirements of the Composite Zoning Ordinance for a PUD and shall follow the process for approval of a PUD zoning ordinance amendment.

6.1 INSTRUCTIONS

6.1.1 Lots and buildings located ~~within a Transect Map governed by this Code and previously approved by the City~~ IN A TRANSECT ZONE OF AN ADOPTED TRANSECT MAP shall be subject to the requirements of this Chapter, with the exception of the S3 Old Town Sector, where this Code and the Conventional Zoning Ordinance are both available for selection. Their standards shall not be mixed on the same lot except by Warrant. If this Code is selected, it becomes the sole and mandatory code for the lot.

6.1.2 Civic Buildings shall not be subject to the requirements of Chapter 6. The particulars of their placement and design shall be determined in a public process. The Planning DIRECTOR ~~Office~~ shall determine what constitutes a Civic Building. ~~as~~ a civic use ~~may~~ THAT ~~also~~ occurs in a building that is typical of ~~its~~ THE Transect Zone IN WHICH IT IS LOCATED SHALL ~~and shall thereby~~ be regulated by this Chapter.

6.1.3 Temporary buildings and temporary lot improvements of up to 180 days in duration shall be subject ONLY to review by the Planning Director, providing they do not violate the standards or Intent of this Code.

6.1.4 AN ~~The~~ applicant, a landowner, or a developer may have Site Development plans prepared on his or her behalf.

6.1.5 Site Development plans shall be required before the issuance of a Building Permit. Site Development plans shall be reviewed by the Planning Director and other reviewing departments as determined by the City Manager. The building codes adopted by the City e.g., plumbing, electrical, housing, fire, etc., governing construction of buildings shall remain in effect within the areas included in the Transect Map.

¶ (6.1.6)

~~6.1.6 The requirements described in this Chapter shall control the placement, form, and function of buildings, as well as their architectural, landscape, parking, signage, sound, and noise standards, and any Special Requirements on the Final Plat.~~

6.1.7 Site Development plan submittals shall show the following, in compliance with the standards described in Chapter 6:

- Building Placement
- Building Form
- Building Function
- Parking Location
- Parking Maximums
- Landscape
- Light Levels
- Sound Levels
- Signage
- Architecture
- ~~CD Sector Standards, if applicable~~

6.1.8 The Planning ~~Office~~ DIRECTOR may require additional information consistent with this Code as part of the application for Site Development plans.

6.2 PRE-EXISTING CONDITIONS

6.2.1 Existing buildings and appurtenances that do not conform to the provisions of this Code may continue in use as they are until a Substantial Modification is requested, at which time the Planning Director shall determine the provisions of this section that shall apply.

6.2.2 Existing buildings that when renovated less than 50% have at any time received a

certificate of occupancy shall not require upgrade to the current Building Code and may meet the standards of the code under which they were originally permitted.

6.2.3 The modification of existing buildings is permitted by right if such changes result in greater conformance with the specifications of this Chapter.

6.2.4 Where buildings exist on adjacent lots, the Planning ~~Office~~ DIRECTOR may require that a proposed building match one or the other of the adjacent setbacks and heights rather than the provisions of this Chapter.

6.2.5 Addition or modification of a building of actual or potential historic value shall be approved by Exception. The architectural harmony (similar materials, window proportions, color range, mass/void ratio, roof type and pitch) of the addition or modification to the original structure shall be a condition of approval.

6.2.6 The restoration or rehabilitation of an existing building shall not require the provision of parking nor on-site stormwater retention/detention in addition to that existing.

6.3 SPECIAL REQUIREMENTS

6.3.1 To the extent that a Transect Map or Sector Map designates any of the following Special Requirements, standards shall be applied as follows:

a. A-Streets and B-Streets: Lots and buildings along A-Streets shall be held to the highest standard of this Code in support of pedestrian activity. Lots and buildings along B-Streets may follow the standards of this Code exclusively, or may use the automobile-oriented standards in Section 6.7.5, with the exception that corner lots on B-Streets that intersect with A-Streets shall be subject to the A-Street standards of this Code.

b. Retail Frontage: The building shall provide a shopfront at sidewalk level along the entire length of its Private Frontage. The shopfront shall be ~~no less than~~ 50% MINIMUM ~~clear~~ glass between 2 feet and 12 feet above the sidewalk, and may be shaded by an awning overlapping the sidewalk as generally illustrated in Table 6C. Awnings, if present, shall be ~~minimum~~ 3 feet ~~in~~ MINIMUM depth and shall clear the sidewalk VERTICALLY by 8 feet OR 7 FEET BY WARRANT.

c. Gallery Frontage: The building shall provide a permanent cover over the sidewalk, either cantilevered or supported by columns, as generally illustrated in Table 6C. A Gallery Frontage may be combined with a Retail Frontage.

d. Arcade Frontage: The building shall overlap the sidewalk such that the first floor facade is an arcade or colonnade (as generally illustrated in Table 6B and Table 6C). An Arcade Frontage may be combined with a Retail Frontage.

e. Coordinated Streetscape Frontage: The Public Frontage and Private Frontage shall be coordinated as a single, coherent landscape and paving design.

f. Terminated Vista: The building shall be provided with architectural articulation of a type and character that responds visually to its axial location, as approved by the Planning ~~Office~~ DIRECTOR.

g. View Corridor: The existing view shall be maintained from the point(s) marked on the map, as approved by the Planning Office.

h. Cross Block Passage: A minimum 8-foot-wide pedestrian access shall be reserved between buildings.

6.4 BUILDING PLACEMENT

6.4.1 **SPECIFIC TO ZONE T2**

a. Building Placement shall be determined by Warrant.

6.4.2 **SPECIFIC TO ZONES T3, T4, T5, T6**

a. Newly platted lots shall be dimensioned according to Summary Table 7A.
b. Building Placement types shall be as shown in Table 6A and Summary Table 7A.
c. Buildings shall be disposed in relation to the boundaries of their lots according to Summary Table 7A and Table 8A.
d. One Principal Building at the frontage, and one outbuilding to the rear of the Principal Building, may be built on each lot as shown in Table 8A.
e. Lot coverage by building footprint shall not exceed that recorded in Summary Table 7A.
f. Facades shall be built parallel to a rectilinear Principal Frontage Line or to the tangent of a curved Principal Frontage Line, and along a minimum percentage of the frontage width within the front setback range, as specified as Frontage Buildout on Summary Table 7A.
g. Setbacks for Principal Buildings shall be as shown in Summary Table 7A. In the case of a single infill lot, setbacks shall match one of the existing adjacent setbacks if it conforms to the range provided for its Transect Zone. Setbacks may otherwise be adjusted by Warrant.
h. Rear setbacks for outbuildings shall be ~~a minimum of~~ 12 feet MINIMUM measured from the centerline of the rear alley or rear lane ~~easement.~~ In the absence of rear alley or rear lane, the rear setback shall be as shown in Summary Table 7A.
i. To accommodate slopes over ten percent, relief from front setback requirements is available by Warrant.
j. For lots having two frontages, the one along the more urban frontage of the two shall be the Principal Frontage unless otherwise determined by Warrant.
k. Outdoor storage and trash receptacles shall be located in the third lot layer and, if necessary, screened from view from any frontage. DUMPSTERS SHALL BE SURROUNDED BY A MASONRY ENCLOSURE.

6.4.3 **SPECIFIC TO ZONES T5, T6**

a. The Principal Entrance shall be on a frontage line.

6.5 BUILDING FORM

6.5.1 **GENERAL TO ALL ZONES T2, T3, T4, T5, T6**

a. The Private Frontage of buildings shall conform to and be allocated in accordance with Table 6C and Summary Table 7A.
b. Buildings on corner lots and through-lots shall have two Private Frontages as shown in Table 8A. Prescriptions for the second and third layers pertain only to the Principal Frontage. (Prescriptions for the first layer pertain to both frontages.)
c. Residential buildings shall have a habitable room and two openings MINIMUM facing each frontage, either a door and window, two windows, or two doors.
d. Building heights, stepbacks, and extension lines shall conform to Table 6B.
e. Stories may not exceed 14 feet in height from finished floor to finished ceiling, except for a first floor commercial function, which shall be ~~a minimum of~~ 11 feet MINIMUM with a maximum of 25 feet. A single floor level exceeding 14 feet, or 25 feet at ground level, shall be counted as two (2) stories. Mezzanines extending beyond 33% of the floor area shall be counted as an additional story.
f. In a parking structure or garage, each above-ground level counts as a single story regardless of its relationship to habitable stories.

g. Height limits do not apply to attics or raised basements, masts, belfries, clock towers, chimney flues, water tanks, or elevator bulkheads. Attics shall not exceed 14 feet in height.

h. The provision of one zero-step entrance to each building from an accessible path at the front, side, or rear of each building is encouraged.

i. ~~It is encouraged that~~ all the first floor interior doors serving habitable rooms (including bathrooms) should provide 32 inches of clear passage.

j. ~~There should be~~ a half or full bathroom provided on the first story of each building. SHOULD BE

6.5.2 **SPECIFIC TO ZONES ~~T2,~~ T3, T4, T5**

a. The habitable area of an Accessory Unit within a Principal Building or an Outbuilding shall not exceed 900 square feet, or 40% of the square footage of the Principal Building, whichever is greater, excluding a garage.

6.5.3 **SPECIFIC TO ZONES T4, T5, T6**

a. Loading docks and service areas shall be permitted on frontages only by Warrant.

b. In the absence of a building facade along any part of a frontage line, a hedge, fence, or wall shall be built co-planar with the facade.

~~c. Hedges, fences and walls on a frontage line shall be between 3.5 and 8 feet in height and shall have openings no larger than necessary to allow automobile and pedestrian access.~~

c. d. A first level residential or lodging function may be raised from average sidewalk grade ~~if fully accessible from another entrance~~. If at grade, the building should be set back ~~at least~~ 6 feet MINIMUM from the sidewalk for privacy.

6.5.4 **ENCROACHMENTS SPECIFIC TO ZONE T3**

a. No portion of the Private Frontage may encroach the sidewalk.

b. Open porches may encroach INTO the first layer 50% of its depth.

c. Balconies and bay windows may encroach INTO the first layer 25% of its depth, except that balconies on porch roofs may encroach INTO as does the porch.

6.5.5 **ENCROACHMENTS SPECIFIC TO ZONE T4**

a. Balconies, open porches, and bay windows may encroach INTO the first layer 50% of its depth, except that balconies on porch roofs may encroach as does the porch.

~~b. Awnings on corner stores may encroach the Public Frontage to within 2 feet of the curb. They shall be 3 feet minimum depth and shall clear the sidewalk vertically by at least 8 feet, or 7 feet by Warrant.~~

6.5.6 **ENCROACHMENTS SPECIFIC TO ZONE T4, T5, T6**

a. Stoops, balconies, bay windows, terraces, and lightwells may encroach INTO 100% of the depth of the first layer.

b. Stoops, balconies, and bay windows may encroach the Public Frontage by Warrant.

6.5.7 **ENCROACHMENTS SPECIFIC TO ZONES T5, T6** SHOULD OVERLAP

a. ~~Awnings~~, arcades, ~~and galleries may encroach~~ the Public Frontage to within ~~two~~ 2 feet of the curb. ~~They shall be 3 feet minimum depth~~ and shall clear the sidewalk vertically by at least 8 feet. ~~Awnings may clear at least 7 feet by Warrant.~~

b. ARCADES SHALL BE NO LESS THAN 12 FEET WIDE.

c. SEE TABLE 6B AND TABLE 6C FOR GENERAL FORM OF ARCADES.

6.6 BUILDING FUNCTION

6.6.1 **SPECIFIC TO ZONES T2, T3, T4, T5, T6**

a. Buildings in each Transect Zone may be dedicated to functions and uses described for that zone in Table 6E and Table 6F. Uses not shown but that are substantially similar to permitted uses may be approved by Warrant. Uses that

6.5.6, continued

c. AWNINGS MAY ENCROACH INTO THE PUBLIC FRONTAGE TO WITHIN 2 FEET OF THE CURB. THEY SHALL BE 3 FEET MINIMUM DEPTH AND SHALL CLEAR THE SIDEWALK VERTICALLY BY AT LEAST 8 FEET, OR 7 FEET BY WARRANT.

d. THE FOLLOWING AWNING TYPES ARE PERMITTED. SEE SECTION 6.12 FOR AWNING SIGN STANDARDS.

i. FIXED OR RETRACTABLE AWNINGS

ii. SHED AWNINGS

iii. DOME AWNINGS

iv. OTHER AWNING TYPES MAY BE PERMITTED BY WARRANT.

e. AWNINGS SHALL NOT EXTEND BEYOND THE WIDTH OF THE BUILDING OR TENANT SPACE, NOR ENCROACH ABOVE THE ROOF LINE OR THE STORY ABOVE.

f. THE HEIGHT OF THE AWNING VALENCE SHALL NOT EXCEED 12 INCHES.

g. GALLERIES SHOULD OVERLAP THE PUBLIC FRONTAGE TO WITHIN 2 FEET OF THE CURB AND SHALL CLEAR THE SIDEWALK VERTICALLY BY 8 FEET MINIMUM.

h. GALLERIES SHALL BE 10 FEET WIDE MINIMUM.

i. SEE TABLE 6C FOR GENERAL FORM OF PRIVATE FRONTAGES.

are not substantially similar to permitted uses shall require a zoning amendment.

6.6.2 **Specific to zones T2, T3**

a. Accessory functions of Restricted Lodging or Restricted Office shall be permitted within an Accessory Building. See Table 6E.

6.6.3 **Specific to zones T4, T5**

a. Accessory functions of Limited Lodging or Limited Office shall be permitted within an Accessory Building. See Table 6E.

6.6.4 **Specific to zones T5, T6**

a. First story retail and office functions shall be permitted.

b. Light manufacturing may be permitted by Warrant.

6.7 PARKING LOCATION

6.7.1 **General to zones T3, T4, T5, T6**

a. Parking shall be accessed by Rear Alleys or Rear Lanes, when they are available on the plan.

b. Open parking areas shall be masked from the frontage by a building or hedge, fence, or wall.

6.7.2 **Specific to zone T3**

a. Open parking areas shall be located at the second and third lot layers, except that driveways may be located at the first lot layer.

b. Garages shall be located at the third lot layer as shown on Table 8A.

6.7.3 **Specific to zones T3, T4**

a. Driveways at frontages shall be no wider than 12 feet in the first layer, excepting a 15-foot-wide apron ~~no more than three~~ 3 feet deep. MAXIMUM.

6.7.4 **Specific to zones T4, T5, T6**

a. All parking lots, garages, and parking structures shall be located at the third layer.

b. Two-way vehicular entrances to parking lots, garages, and parking structures shall be no wider than 24 feet at the frontage line and 30 feet at the apron. One-way entrances shall be no wider than 12 feet at the frontage line and 15 feet at the apron.

c. Pedestrian exits from all parking lots, garages, and parking structures shall be directly to a PUBLIC frontage line (i.e., not directly into a building) except underground levels which may be exited by pedestrians directly into a building.

d. Parking structures on the A-Streets shall have liner buildings lining the first and second stories.

e. ~~A minimum of~~ one bicycle rack place shall be provided AT MINIMUM within the Public Frontage or Private Frontage for every ~~ten~~ 10 vehicular parking spaces.

6.7.5 **Specific to B-Streets in zone T5**

a. On designated B-Streets, surface parking consisting of one drive aisle and one or two rows of head-in parking spaces shall be permitted by Warrant within ~~70~~ 80 feet of the Frontage Line. A hedge, fence, or GARDEN wall ~~3-4 feet~~ A MINIMUM OF 3 AND A MAXIMUM OF 4 FEET in height shall be maintained just inside the Frontage Line to screen the view of the parking from the adjacent ROW.

b. A drive aisle in the first layer shall CONNECT TO EXISTING ~~be designed and conveyed to connect to existing or future~~ drive aisles on adjacent properties, OR BE DESIGNED TO CONNECT TO FUTURE ONES.

c. A parking lot in the first layer shall connect to side streets at all Secondary Frontages. OF A CORNER LOT

d. A parking lot in the first layer shall have ~~at least~~ one connection to a ROW ~~every~~ SPACED

300 feet MAXIMUM.

e. A parking lot in the first layer shall have no easements other than as necessary for parking lot drainage, parking lot lighting, and ingress and egress through the parking lot. The ingress/egress easement shall include a provision that the easement is revoked ~~upon~~ approval by the City of Leander to allow a building to be built over that easement. 6 MONTHS AFTER

f. There shall be a sidewalk ~~12-20~~ feet wide between the building facade and the parking lot, with trees in grates or ~~planter boxes~~ A MINIMUM OF 12 AND A MAXIMUM OF 20

~~g. Drive-throughs for permitted uses may be considered by Warrant. Access shall be from a rear alley or service lane, or from a B-street.~~

6.8 PARKING MAXIMUMS

6.8.1 General to zones T3, T4, T5, T6

a. Parking Maximums may be established by the Planning Director.

6.9 LANDSCAPE

6.9.1 General to zones T3, T4, T5, T6

a. Stormwater management on thoroughfares and lots shall be primarily through underground drainage channeled by raised curbs. There shall be no retention or detention required on the individual lots unless regional or community options are unavailable. If such options are unavailable, temporary detention and retention may be required.

b. Where front setbacks are 24 feet or deeper, ~~a minimum of~~ one tree shall be planted within the first layer for each 30 feet of Frontage Line or MINIMUM portion thereof.

c. Specific plantings allowed shall be ~~guided by the City of Austin *Native and Adapted Landscape Plants* handbook~~ AND ADAPTIVE LANDSCAPE PLANTS PUBLISHED BY THE CITY OF AUSTIN WATERSHED PROTECTION AND TEXAS A&M AGRILIFE EXTENSION, AS AMENDED FROM TIME TO TIME.

SELECTED FROM THE PREFERRED PLANT LIST MAINTAINED BY THE PLANNING DEPARTMENT OR THE GROW GREEN GUIDE FOR NATIVE

6.9.2 ~~6.9.3~~ Specific to zone T3

a. ~~A minimum of~~ two trees shall be planted within the first or second layer for each 30 feet of Frontage Line or MINIMUM portion thereof.

~~b. Turfgrass shall be permitted only by Warrant.~~

6.9.3 ~~6.9.2~~ Specific to zones T3, T4

a. The first layer may not be paved, with the exception of driveways as specified in Section 5.7.

6.10 LIGHT LEVELS

6.10.1 Specific to Zones T2, T3, T4

a. No lighting level measured at the building Frontage Line shall exceed 1.0 fc.

6.10.2 Specific to Zone T5

a. No lighting level measured at the building Frontage Line shall exceed 2.0 fc.

6.10.3 Specific to Zone T6

a. No lighting level measured at the building Frontage Line shall exceed 5.0 fc.

6.11 SOUND LEVELS

6.11.1 Specific to Zones T2, T3, T4

a. Sound levels measured at the building Frontage Line shall not exceed 65 decibels from sunrise to midnight and 55 decibels from midnight to sunrise.

6.11.2 Specific to Zones T5, T6

a. Sound levels measured at the building Frontage Line shall not exceed 70 decibels

from sunrise to midnight and 60 decibels from midnight to sunrise.

6.12 SIGNAGE

6.12.1 General Intent

The intent of regulating signs that are visible from the Public Frontage is to ensure proper dimensioning and placement with respect to existing or planned architectural features, to maintain or improve public safety, to maintain or improve the aesthetic character of the context in which they are located, and to provide legible information for pedestrians, not just drivers. See Table 6D for general form, PERMITTED TRANSECT ZONES, & AND A SUMMARY OF PERMITTED SIZES.

6.12.2 Address Signs

a. Address sign numerals applied to retail, office, residential, institutional, or industrial buildings shall be between 4 and 6 inches tall. ~~Address sign numerals applied to individual dwelling units in Apartment buildings shall be at least 2 inches tall~~.

b. Address signs shall be easily visible by using colors or materials that contrast with their background.

~~c. Address signs shall be constructed of durable materials.~~

c. ~~d.~~ The address sign shall be attached to the front of the building in proximity to the Principal Entrance or at a mailbox.

6.12.3 Awning Signs

~~a. The following variations of awnings, with or without Signbands, are permitted:~~

~~i. Fixed or retractable awnings~~

~~ii. Shed awnings~~

~~iii. dome awnings~~

~~b. Other awning types may be permitted by Warrant.~~

a. ~~c.~~ Signage shall be limited to the valance of the awning or the vertical portion of a dome awning.

~~d. No portion of an awning shall be lower than 8 feet clearance, or 7 feet by Warrant.~~

~~e. Awnings shall be a minimum of 4 feet in depth. Awnings approved by Warrant for 7 feet clearance may be a minimum of 3 feet in depth.~~

~~f. Awnings shall not extend beyond the width of the building or tenant space, nor encroach above the roof line or the story above.~~

~~g. The height of the valance shall not exceed 12 inches.~~

b. ~~h.~~ Awning signs shall contain only the business name, logo, and/or street address.

c. ~~i.~~ Letters, numbers, and graphics shall cover ~~no more than~~ 70% MAXIMUM of the valance area.

d. ~~j.~~ Awning signs shall not be internally illuminated or backlit.

6.12.4 Band Signs

a. All businesses are permitted one Band Sign on each first story facade.

b. Band Signs shall include only letters, background, lighting, and an optional logo. Information shall consist only of the name and/or logo of the business. Band Signs shall not list products, sales, or other promotional messages, or contact information.

c. The following Band Sign construction types are permitted:

i. Cut-out letters. Letters shall be individually attached to the wall or on a separate background panel, and shall be externally illuminated.

ii. Flat panel. Letters shall be printed or etched on same surface as the background, which is then affixed to the wall and externally illuminated.

iii. Channel letters by Warrant. Each letter shall have its own internal lighting element, individually attached to the wall or onto a separate background panel. The letter shall be translucent, or solid to create a backlit halo effect.

d. Height and width shall be measured using smallest rectangle that fully encompasses the entire extent of letters, logo and background.

e. Band Signs shall not be wider than 90% of the width of the building facade or tenant space.

f. Band Signs shall not project vertically above the roof line.

g. Band Signs may be illuminated from dusk to dawn or during hours permitted by the lighting ordinance. External lights shall be shielded from direct view to reduce glare.

h. Neon may be permitted on Band Signs by Warrant. No other internal lighting shall be permitted.

i. Electrical raceways, conduits and wiring shall not be exposed. ~~Internal~~ NEON lighting elements shall be contained completely within the sign assembly or inside the wall.

j. Band Signs should be placed where the architectural features suggest the best placement for signage. They should be vertically aligned with the center of an architectural feature such as a storefront window, entry portal, or width of a bay or overall retail space. They shall not interrupt or obscure these features or cause visual disharmony.

~~k. Where multiple Band Signs are present on a single building (i.e. for retail tenants in a shopping center), signage shall be coordinated in terms of scale, placement, colors and materials.~~

6.12.5 **Blade Signs**

a. Blade Signs ~~may~~ SHALL be double-sided.

b. Blade Signs shall be permitted only for businesses that have a Principal Entrance on the first ~~story~~ FLOOR.

c. ~~Businesses shall be permitted one Blade Sign where its Principal Frontage Line is no more than 5 feet from the facade. Businesses that have a Secondary Frontage Line that is no more than 2 feet from the facade shall be permitted one additional Blade Sign on that facade.~~

C. EACH BUSINESS IS PERMITTED ONE BLADE SIGN PER FACADE, PROVIDED THAT THE FACADE IS NOT SET BACK MORE THAN 6 FEET FROM THE FRONTAGE LINE. BLADE SIGNS FOR DEEPER SETBACKS SHALL BE REVIEWED BY WARRANT.

d. Blade Signs may encroach into the Public Frontage up to 4 feet and shall clear the sidewalk by ~~at least~~ 8 feet MINIMUM.

e. Blade Signs shall not encroach above the roof line nor above the bottom of the second story window.

f. Text and graphics on the Blade Sign shall be limited to the name and/or logo of the business. Slogans, address labels, web addresses, operating hours and contact information shall ~~not be permitted~~ BE PROHIBITED. AND RELEVANT ILLUSTRATION.

g. Mounting hardware, such as supports and brackets, ~~may be simple and unobtrusive or highly decorative, but~~ shall complement the design of the sign, the building, or both.

~~h. For buildings with multiple signs, mounting hardware or sign shapes, sizes and colors shall be coordinated.~~

6.12.6 **Marquees**

a. Marquees shall be located only above the Principal Entrance of a building.

b. No Marquee shall be wider than the entrance it serves, plus 2 feet on each side thereof.

c. No portion of a Marquee shall be lower than 10 feet clearance.
d. No Marquee shall extend closer to the curb than ~~3~~ 2 feet.
e. Columns or posts may be used as supports for Marquees 8 feet deep or deeper by Warrant.
f. All Marquees, including anchors, bolts, supporting rods and braces, shall be constructed of non-combustible materials and shall be designed by a structural engineer and approved by the Building Inspector.
g. Marquee components and materials may vary. Anchors, bolts, and supporting rods should be limited to the interior of the Marquee.
h. Message Boards shall be permitted as part of Marquees.
i. A Band Sign shall be permitted above a Marquee.

6.12.7 **Nameplates**

a. Nameplates shall consist of either a panel or individual letters applied to a building wall within 10 feet of an entrance to the building.
b. One Nameplate shall be permitted per address.
c. Nameplates shall not exceed 3 square feet.
d. Nameplates shall be constructed of durable materials.

6.12.8 **Outdoor Display Cases**

a. ~~Each outdoor display case shall not exceed 6 square feet.~~ a. EACH BUSINESS SHALL BE PERMITTED ONE OUTDOOR DISPLAY CASE NO MORE THAN 6 SQUARE FEET, NO MORE THAN 3.5 FEET IN ANY DIMENSION, AND NO MORE THAN 5 INCHES DEEP.
b. Outdoor display cases may be externally or internally illuminated.
c. Theaters may be permitted larger outdoor display cases by Warrant.
d. Outdoor display cases shall not be attached to shopfront windows.

6.12.9 **Shingle Signs** SHINGLE SIGNS LISTING MULTIPLE COMMERCIAL TENANTS SHALL BE PERMITTED ON A MULTI-TENANT BUILDING.

a. Shingle Signs shall comport with the standards for Blade Signs except ~~6.14.4d and 6.14.4f.~~ AS PROVIDED IN THIS SUBSECTION.
b. A building may have both the prescribed number of Blade Signs and the same number of Shingle Signs.
c. Shingle Signs may encroach into the Public Frontage up to 2 feet and shall clear the Sidewalk by ~~at least~~ 7 feet MINIMUM.
d. Text and graphics on the Shingle Sign shall be limited to the name, logo, and suite number of the business. Slogans, full street address labels, web addresses, operating hours and contact information are ~~not permitted~~ PROHIBITED.

6.12.10 **Sidewalk Signs**

a. Sidewalk Signs shall consist of freestanding, double-sided temporary signs placed at the entrance to a business in a primarily pedestrian environment.
b. Sidewalk Signs shall be removed at the close of business each day.
c. One Sidewalk Sign shall be permitted for each business.
d. Sidewalk Signs shall not exceed 42 inches in height or 26 inches in width.
e. Sidewalk Signs shall be moved inside during high winds or other weather conditions that might pose a hazard to public safety.
f. SIDEWALK SIGNS SHALL NOT BLOCK THE FREE PASSAGE OF PEDESTRIANS ON THE SIDEWALK.

6.12.11 **Window Signs**

a. Only the following Window Sign types shall be permitted:
   i. Vinyl applique letters applied to the window. Appliques shall consist of individual letters or graphics with no visible background.
   ii. Letters painted directly on the window.
   iii. Hanging signs that hang from the ceiling behind the window.
   iv. Neon signs.
   v. Door signs applied to or hanging inside the glass portion of an entrance

doorway.

b. Window signs shall not interfere with the primary function of windows, which is to enable passersby and public safety personnel to see through windows into premises and view product displays.

c. Window signs shall be ~~no larger than~~ 25% of the total area of the window onto which they are applied. Sign area shall be MAXIMUM measured using smallest rectangle that fully encompasses the entire extent of letters, logo and background.

d. Window signs may list services and/or products sold on the premises, or provide phone numbers, web addresses, operating hours or other messages, provided that the total aggregate area of these messages not exceed the limit provided above.

e. Letters on window signs shall be no taller than 8 inches.

6.12.12 **Yard Signs**

a. One single- or double-post yard sign for each business may be permitted by Warrant, provided it is set back ~~at least~~ 6 feet MINIMUM from the Frontage Line, does not exceed 6 square feet excluding posts, and does not exceed 6 feet ~~high~~ IN HEIGHT including posts, measured from the yard at the post location.

6.12.13 **Temporary Signs and Banners**

a. ~~Temporary~~ signs ~~of all types~~ may be approved by Warrant for a 30-day period. ANY ~~only. Permitted materials shall be determined by Warrant~~. MAXIMUM

6.13 ARCHITECTURAL STANDARDS

General to zones T3, T4, T5, T6, unless noted otherwise

~~Note: red text indicates opportunities to lower the standard.~~

6.13.1 **Building Walls & Massing - Materials**

a. Building walls shall be native stone (or synthetic equivalent), brick, stucco, split-faced block (foundations only), or siding.

b. Textured brick and variegated brick is prohibited.

c. NATIVE STONE AND BRICK SHALL BE UNPAINTED.

~~c~~ d. Stucco shall be cement or synthetic and shall be integral color or painted.

~~d~~ e. Siding shall be wood, fiber cement or fly ash. Vinyl siding, aluminum siding, ~~and faux wood grain textures~~ are prohibited. ~~Further compromise: allow vinyl siding but still prohibit aluminum siding.*~~

f ~~e~~. Lintels in masonry walls at frontages shall be masonry or concrete.

g ~~f~~. Trim shall be painted or stained with an opaque stain and shall be indistinguishable from wood. ~~Faux wood grain textures are prohibited. Further compromise: delete entire paragraph~~.

6.13.2 **Building Walls & Massing - Configurations**

a. Simplicity of massing: Buildings shall be a single simple volume, or a combination of a few simple volumes (i.e., principal building + backbuilding + outbuilding).

b. Building walls shall show no more than two materials on any exterior wall, not counting the foundation. The visually heavier material shall be below the lighter one. Vertical joints between materials shall only occur at inside corners where principal building, backbuilding and/or outbuilding meet. Wall designs and materials on the same building shall be consistent on all facades facing frontages.

~~c. Facade and elevation material change: Where one material is used on the facade(s), that material shall continue along the elevations a minimum of 16 inches in depth measured from the face of the facade.*~~

c ~~d~~. Brick shall be detailed and laid to resemble load-bearing construction. Brick

shall course exactly to the top, bottom and sides of all wall openings.

d ~~e~~. Stone shall be detailed and laid to resemble structural stone walls.

e ~~f~~. Stucco finish shall be smooth or sand-finish; heavy lace is prohibited. EIFS is prohibited within ~~three~~ 8 feet of the ground.

f ~~g~~. Lintels in masonry walls at frontages shall be detailed to appear structural. Running bond and soldier courses over steel angles are prohibited.

~~h. Siding over masonry alignment: Siding shall overlap a masonry wall below it by the thickness of the siding. Horizontal ledges between wood frame wall and a masonry base are prohibited. Compromise: permit this detail at the foundation line only and not at upper stories. Further compromise: delete this paragraph completely.~~

~~i. Trim shall be sized appropriately to its location.~~

g ~~j~~. Masonry arches and piers shall be ~~no smaller than~~ 12 inches by 12 inches MINIMUM, when viewed in plan.

h ~~k~~. Color shall be selected according to building style and Central Texas precedent.

6.13.3 b. GARDEN WALLS IN THE FIRST AND SECOND LAYERS SHALL BE NATIVE STONE (OR SYNTHETIC EQUIVALENT) BRICK, OR STUCCO. WHERE THE BUILDING WALLS ARE MASONRY, GARDEN WALLS SHOULD MATCH THE MATERIAL OF THE BUILDING WALLS. GARDEN WALLS ARE PROHIBITED AT T3.

6.13.3 **Fences AND GARDEN WALLS - Materials**

a. ~~Frontage Fences. Frontage~~ fences IN THE FIRST AND SECOND LAYER, shall be wood (painted or with an opaque stain) ~~or~~ = metal in a cast-iron style. They may have masonry or stucco piers and base. Chain link is prohibited on frontages.

6.13.4 **Fences AND GARDEN WALLS - Configurations**

a. The finished side of fences AND GARDEN WALLS shall face ~~outward along all lot lines.~~ THE FRONTAGE.

b. ALONG FRONTAGES Fences shall be 4 feet maximum in height. Posts AND PIERS may be up to 8 inches taller BUT MAY NOT EXCEED 8 FEET. IN THE FIRST LAYER OF THE LOT. IN THE SECOND AND THIRD LAYERS, FENCES SHALL BE 6 FEET MAXIMUM IN HEIGHT AND GARDEN WALLS SHALL BE 8 FEET MAXIMUM IN HEIGHT.

6.13.5 **Doors and Windows - Materials**

a. WHEN FACING FRONTAGES Exterior doors shall be wood or clad wood for residential use. ~~Exterior doors~~ AND shall be wood, clad wood, steel or extruded aluminum for commercial use. ~~Compromise: require this only at frontages.~~

b. Garage doors shall be wood, clad wood, metal, ~~or~~ composite. ~~Garage doors visible from frontages shall be painted or stained a dark color to reduce visual impact. Compromise: require this only at frontages.~~

WHEN FACING FRONTAGES, (INCLUDING GARAGE DOORS OF FRONT-LOADED HOUSES THAT ARE SET BACK FROM THE HOUSE),

c. WHEN FACING FRONTAGES Windows FOR RESIDENTIAL USE shall be wood, vinyl-clad, aluminum-clad wood, or solid PVC, but all ~~must~~ SHALL be indiscernible from wood at arm's length. Commercial windows may also be extruded aluminum or hollow steel frame. ~~All windows shall~~ have clear glass. Reflective glass, ~~tinted glass,~~ and glass block are prohibited. ~~Compromise: require this only at frontages.~~ COMMERCIAL WINDOWS SHOULD

d. Storefronts shall be wood, custom metalwork, extruded aluminum, or hollow steel frame. Natural and bronze aluminum storefronts are prohibited.

~~e. Bay windows shall be trimmed with a single vertical jamb casing that extends from the window sash to the corner of the bay.~~

e ~~f~~. Shutters shall be wood, fiber-cement, or solid PVC, and shall be indiscernible from wood at arm's length.

6.13.6 **Doors and Windows - Configurations**

a. Doors shall be side-hinged except garage doors, which may be sectional. Sliders shall not be visible from frontages. The style of the front door shall match the building style. Doors, except garage doors, shall be, or appear to be, constructed of planks or raised panels (not flush with applied trim). Sliders are prohibited at frontages.

b. Garage doors facing frontages and those facing alleys on corner lots shall be a maximum of 9 feet in width.

c. Ratio of openings to wall: Openings shall not exceed 50% of the façade area of each floor except at shopfronts. Each floor of each façade shall be calculated independently.

d. Windows shall be single-hung, double-hung, triple-hung, casement, or fixed. The style of the windows shall match the building style. Window openings and panes shall be vertically proportioned or square. Flush mounted windows are prohibited. Sliders are prohibited at frontages.

e. Windows in masonry and stucco walls shall be inset ~~a minimum of~~ 3 inches MINIMUM (measures from the exterior face of the wall to the exterior face of the top sash).

f. ~~Shopfronts shall be single panes of glass not larger than 6 feet high by 5 feet wide.~~ Glazing of shopfronts shall be a minimum 50% of the area between 2 feet and 12 feet above the sidewalk. Muntins (but not mullions) may be counted as glass area.

g. Bay windows shall extend to the ground or be supported by visible brackets.

h. Shutters shall be exactly one-half the width of, and the same height as, the associated opening.

i. Casing shall be ~~minimum~~ 3-½ inches wide MINIMUM except on masonry walls. Mullion casing shall be ~~minimum three and a half~~ 3-1/2 inches MINIMUM wide. Brick shall not be visible between a door or window and its casing. Head casing shall be equal to or taller than the jamb casing, and shall ~~not~~ be ~~less than~~ 1/6 the opening width MINIMUM.

j. Principal entry surrounds should be MORE substantial THAN OTHER TRIM.

~~k. The bottom edge of the face of a lintel shall be flush with the wall. Sills shall project from the wall a minimum of 1 inch.~~

6.13.7 **Roofs and Eaves - Materials**

a. Roofs shall be metal, slate, wood shakes, tile (clay, concrete or metal), asphalt, or equivalent synthetic or better. ~~Asphalt shingles are prohibited on roofs of stoops and one-story porches.~~

b. Flat roofs shall be permitted in T5 and T6 only and shall be commercial quality roofing. FLAT ROOFS MAY BE APPROVED BY WARRANT IN T4.

c. Eaves shall be wood, bead board of cement or synthetic stucco, or EIFS. Vinyl and sheet aluminum is prohibited. The eave return cap shall be built of continuous, un-seamed metal flashing.

d. Gutters and downspouts shall be copper (not copper-coated), galvanized steel, or aluminum.

e. Dormer jamb material should be a solid casing assembly from the window to the corner of the dormer wall. Siding as jamb material on dormers is prohibited. Brick shall only be used for a dormer face when it forms a parapet at the top of the dormer.

6.13.8 **Roofs and Eaves - Configurations**

a. Metal roofing shall be flat between the primary ribs with no striations or pencil ribs.

b. Ridge caps shall be appropriate to the type of roofing. Bulbed ridge caps shall be used with 5V metal roofing, and standing seam ridge caps shall be of the lowest profile possible.

c. Roofs of Principal Buildings, where sloped, shall be a symmetrical gable or hip with a slope of 4:12 to 7.5:12.

d. Flat roofs are permitted in T5 and T6 only (T4 BY WARRANT) and shall be surrounded by a horizontal parapet wall ~~no less than~~ A MINIMUM OF 30 inches higher than the highest point of the roof deck.

e. Ancillary roofs where sloped shall be between 1/3 and 1/2 the principal roof slope.
f. Gables shall not overlap except when the smaller gable is part of a balcony, porch, or entrance.
g. Bay roofs shall be distinct from the primary roof, typically under the eave, and return on themselves at each end.
h. Eaves shall be 16 inches minimum on gables and hipped roofs. Eave lines shall be simple and continuous, both horizontally and vertically.The trim immediately below the cornice shall be a bed mold or similar shape, not a crown mold. Eaves shall return around the corner and die into the wall without the common "pork chop" return. Brackets shall extend to the back side of the fascia. A frieze board shall occur below the eave. The depth of the eave overhang should match the style of the building. Formal styles may have closed eaves if appropriate to the style of the building, but vernacular buildings should have open eaves. Exposed rafter tails shall not exceed 6 inches in height.
i. Cornices are required on buildings with flat roofs. The cornice shall include a projection beyond the building face.
~~j. Gutters shall be half-round or ogee shaped. Downspouts shall be round.~~
j ~~k~~. Dormers shall be placed ~~a minimum of~~ 3 feet MINIMUM from side building walls. Dormers shall have roof trim beginning at the window head and shall be composed of a head casing, soffit, and fascia at a minimum. Siding shall not be used above a window head except in the triangular space enclosed by the pediment of a gable front dormer. The body of a single-window dormer shall be vertically proportioned or square. The total width of the dormer roof shall be 25% to 40% larger than the width of the dormer body. Dormer windows shall be slightly shorter than typical windows in the floor below.
k ~~l~~. Skylights shall be flat at frontages.
l ~~m~~. Roof penetrations, except stucco or brick chimneys, shall be placed so as not to be visible from frontages and painted to match the color of the roof, except those of metal which may be left unpainted.

6.13.9 **Attachments - Materials**

a. Columns and posts shall be made of wood, CPVC, fly ash, composite metal, native stone (or synthetic equivalent). Extruded aluminum is prohibited.
b. Porch beams shall be wood, fiber-cement, fly ash, stone, concrete, stucco or EIFS. The grain or texture shall be horizontal.
c. Porch ceilings shall be wood, fiber-cement, fly ash or stucco.
d. Balconies & railings shall be wood, fiber-cement, fly ash or metal. ~~The railing material shall not be more durable in appearance than the material of the balcony.~~
e. Chimneys shall be clad in brick, stone, or stucco at frontages.
f. Flues shall be clay tile, or galvanized metal left natural or painted black.
g. Sign and awning materials are subject to Section ~~6.14~~ 6.12 Signs.

6.13.10 **Attachments - Configurations**

a. Columns shall have entasis. Where classical columns are used, the Orders shall be Tuscan, Doric, Ionic, or Corinthian with correct proportions and profiles according to the American Vignola.
b. Column bases shall not protrude beyond the edge of the porch flooring. The outer edge of the base should align with the face of the pier or foundation below.
c. Column to Beam Alignment: The face of the beam shall align with the neck of the column or post. Capitals shall protrude.

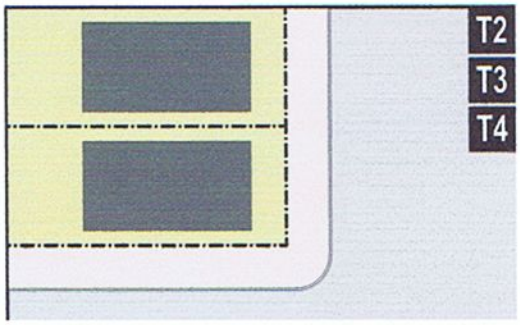
d. Intercolumniation: Spaces between columns shall be vertically proportioned.
e. Posts shall be ~~no smaller than~~ 6 inches by 6 inches when viewed in plan.
f. Porches and stoops must be ~~a minimum of~~ 12 inches MINIMUM above the adjacent sidewalk elevation. Porches shall be ~~a minimum of~~ 8 feet deep MINIMUM MINIMUM.
g. Porch beams shall be visible from both the inside and the outside of the porch. Seams between beam face and bottom of built-up beams shall occur on the bottom of the beam, not its face.
h. Balconies shall project ~~no more than~~ 3 feet MAXIMUM from the face of the building and shall be visually supported by brackets.
i. Railings shall have horizontally proportioned top rails and vertically proportioned bottom rails, with the bottom rails clearing the floor. Balusters shall be centered on the rails and spaced no farther apart than permitted by code.
j. Openings between supports at galleries and arcades shall be vertically proportioned.
k. Screens are prohibited on stoops and porches at frontages.
l. Chimneys at frontages shall extend to the ground and have a projecting cap. Wood clad chimneys are prohibited.
m. Sign and awning configuration is subject to Section 6.12 Signs.

6.13.11 **Mechanical and Utility Equipment**

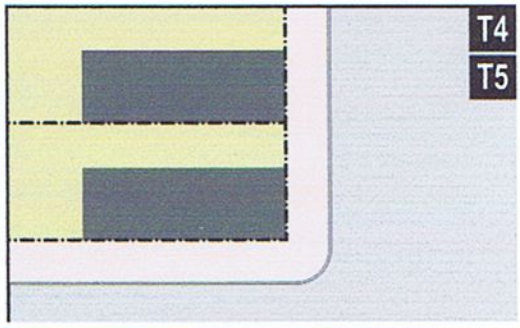
a. HVAC equipment, utility meters, satellite dishes, permanent grills, window air conditioning units and other mechanical equipment shall not be located at frontages. Mechanical equipment shall not vent to frontages.
b. Site utility structures, such as transformers, shall not be located IN THE FIRST LOT LAYER at frontages. Utility structures shall be screened FROM FRONTAGES using landscaping or fences, hedges or walls. Utility boxes and conduits on exterior walls facing frontages shall be painted to match the wall or their visibility otherwise minimized.

Table 6A: Building Placement. This table approximates the location of the structure relative to the boundaries of each individual lot, establishing suitable basic building types for each Transect Zone. The following are general descriptions only.

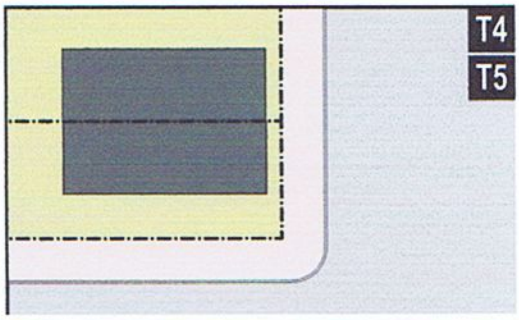
a. Detached (center of yard): A building that occupies the center of its lot with setbacks on all sides. This is the least urban of types as the front yard sets it back from the frontage, while the side yards weaken the spatial definition of the public thoroughfare space. The front yard or garden is intended to be visually continuous with the yards of adjacent buildings. The rear yard can be secured for privacy by fences and a well-placed backbuilding and/or outbuilding. Specific types - single family house, cottage, bungalow, ranch house, estate house, cabin, farmhouse.



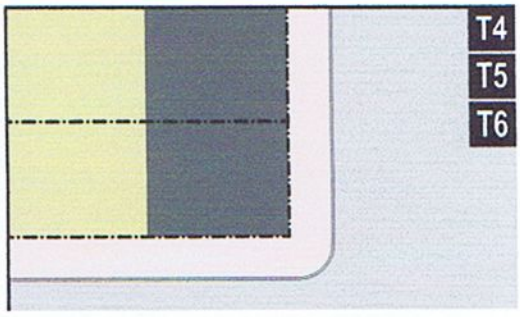
b. Detached (sideyard): A building that occupies one side of the lot with the setback to the other side. A shallow front setback defines a more urban condition, often with a wall or fence along the frontage line, while a deeper setback is less urban. If the adjacent building is similar with a blank side wall, the yard can be quite private. This type permits systematic climatic orientation in response to the sun or the breeze. Specific types - Charleston single house, zero lot line house. Must comply with the building separation requirements of the local building code. This may be accomplished by a rated wall on the lot line, and/or a non-construction easement recorded on the adjacent lot.



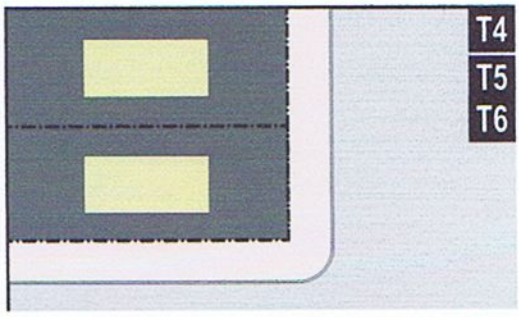
c. Semi-Detached: a building that abuts a neighboring sideyard buidling. Construction costs, energy costs, and sometimes noise may be reduced by sharing a party wall. Specific types - double house, twin, duplex.



d. Attached: A building attached to another and occupying the full width of the frontage, usually with the entire yard in the rear.This is a very urban type as the continuous facade steadily defines the public thoroughfare. The rear elevations may be articulated for functional purposes. In its residential form, this type is the rowhouse or townhouse. In its commercial form, the rear yard can accommodate substantial parking. Specific types - townhouse, rowhouse, live-work unit, loft building, apartment house, mixed use block, flex building, perimeter block, rearyard building.



e. Courtyard: A building that occupies the boundaries of its lot while internally defining one or more private patios. This is the most urban of types, as it is able to shield the private realm from all sides while strongly defining the public thoroughfare. Because of its ability to accommodate incompatible activities, it is recommended for workshops, lodging and schools. Specific types - courtyard house, courtyard apartment building, patio house.

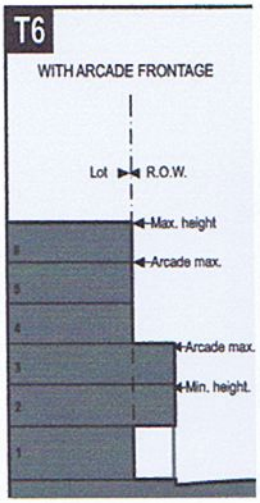


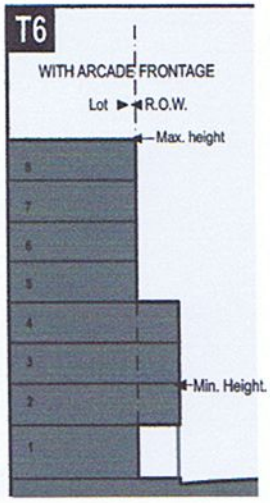
Leander SmartCode v2.0 adapted by Sandy Sorlien / Smartcode Local & Michael Watkins Architect. Illustrations by DPZ & Co. from SmartCode v9.5

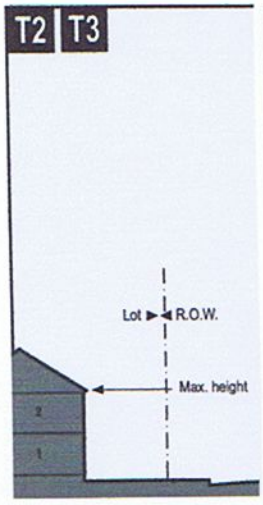
TABLE 6B. BUILDING FORM - HEIGHT

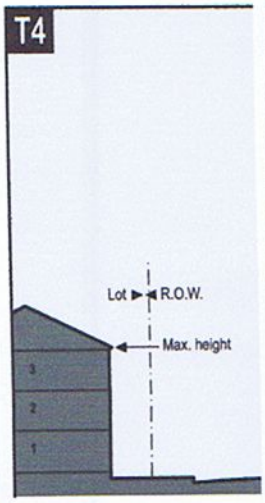
Table 6B: Building Form - Height. This table provides the configurations for different building heights for each Transect Zone. The front setbacks are illlustrative only. The vertical extent of a building shall be measured by number of stories, not including a raised basement or an inhabited attic. Building height shall be measured from the average grade of the frontage line to the eave of a pitched roof or the surface of a flat roof. The minimum height for all office, retail and mixed-use buildings shall be 18 feet. Height limits shall not apply to towers with a footprint of less ~~of~~ THAN 400 square feet.

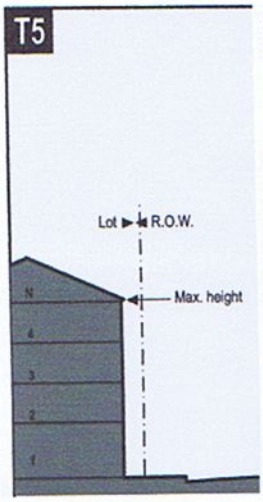
REORDER DRAWINGS











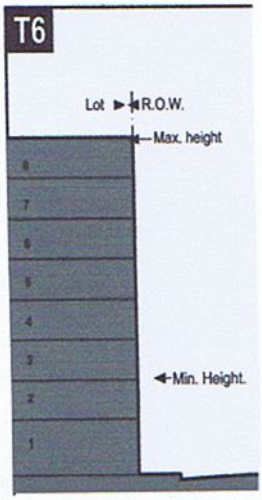
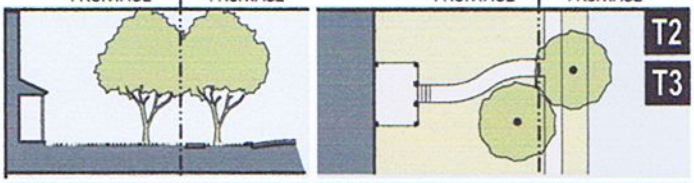


Table 6C: Private Frontages. The Private Frontage is the area between the building facade and the front lot line, and the facade itself. Corner properties have two Private Frontages.

SECTION: LOT ▶ PRIVATE ▶ FRONTAGE | ◀ R.O.W. ◀ PUBLIC FRONTAGE

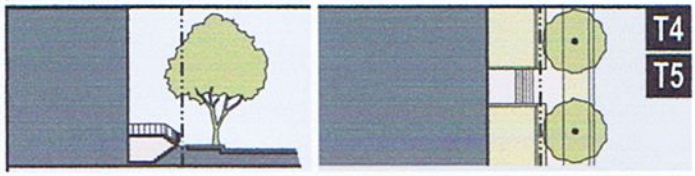
PLAN: LOT ▶ PRIVATE ▶ FRONTAGE | ◀ R.O.W. ◀ PUBLIC FRONTAGE

a. Common Yard: a planted frontage wherein the facade is set back substantially from the Frontage Line. The front yard created remains unfenced and is visually continuous with adjacent yards, supporting a common landscape. The deep setback provides a buffer from the higher speed thoroughfares.

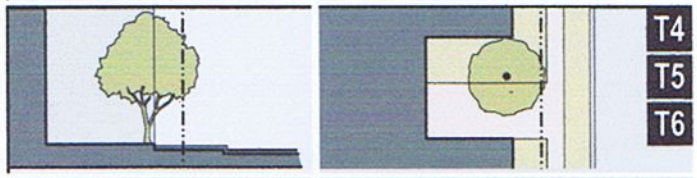


b. Porch & Fence: a planted frontage wherein the facade is set back from the Frontage Line with an attached porch permitted to encroach. A fence at the Frontage Line maintains street spatial definition. Porches shall be ~~no less than~~ 8 feet deep MINIMUM. Variant: **Dooryard:** has a fence but no porch, suitable for zero-step entry.*

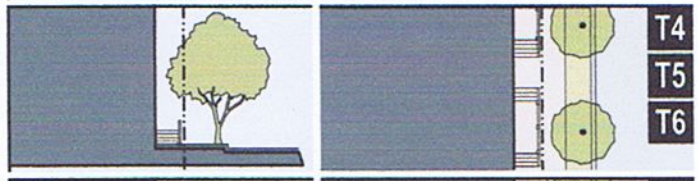
c. Terrace or Lightwell: a frontage wherein the facade is set back from the Frontage Line by an elevated terrace or a sunken lightwell. This type buffers residential use from urban sidewalks and removes the private yard from public encroachment. Terraces are suitable for conversion to outdoor cafes.



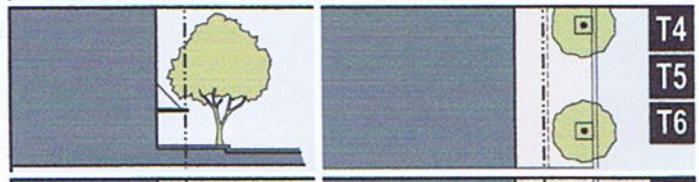
d. Forecourt: a frontage wherein a portion of the facade is close to the Frontage Line and the central portion is set back. The forecourt created is suitable for vehicular drop-offs. This type should be allocated in conjunction with other frontage types. Large trees within the forecourts may overhang the sidewalks.



e. Stoop: a frontage wherein the facade is aligned close to the Frontage Line with the first story elevated from the sidewalk sufficiently to secure privacy for the windows. The entrance is usually an exterior stair and landing. This type is recommended for ground-floor residential use.



f. Shopfront: a frontage wherein the facade is aligned close to the Frontage Line with the building entrance at sidewalk grade. This type is conventional for retail use. It has a substantial glazing on the sidewalk level and may have an awning. Syn: Retail Frontage.

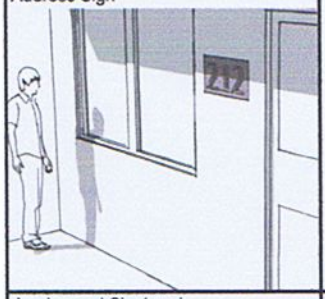
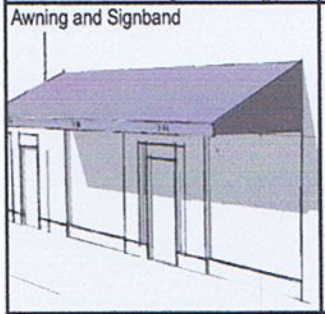
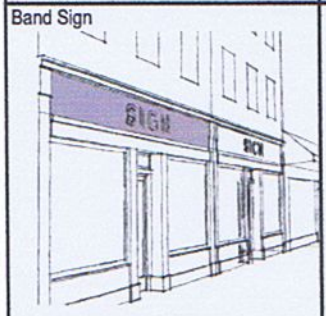
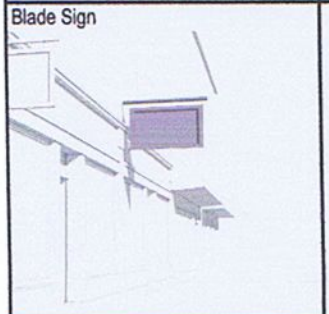


g. Gallery: a frontage wherein the facade is aligned close to the Frontage Line with an attached cantilevered shed or a lightweight colonnade overlapping the sidewalk. This type is conventional for retail use.

h. Arcade: a colonnade supporting habitable space that overlaps the sidewalk, while the facade at sidewalk level remains at or behind the Frontage Line. This type is conventional for retail use. See Table 6B.

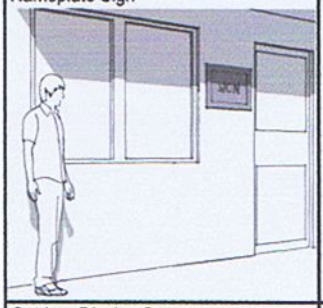
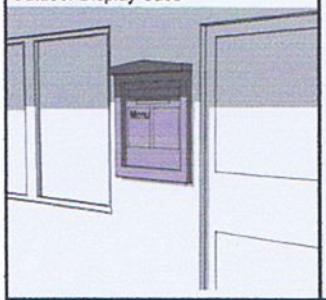
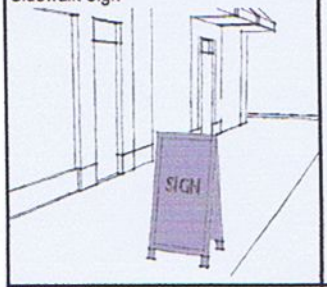
Leander SmartCode v2.0 adapted by Sandy Sorlien / Smartcode Local & Michael Watkins Architect. Illustrations by DPZ & Co. from SmartCode v9.5

TABLE 6D. SIGNAGE

	T1	T2	T3	T4	T5	T6	SD	SPECIFICATIONS	
Address Sign 	n/a	n/a	▪	▪	▪	▪	▫	a. Quantity (max)	1 per address
								b. Area	max 2 sf
								c. Width	max 24 in
								d. Height	max 12 in
								e. Depth / Projection	max 3 in
								f. Clearance	min 4.5 ft
								g. Apex	n/a
								h. Letter Height	max 6"
Awning and Signband 				▪	▪	▪	▫	a. Quantity (max)	1 per window
								b. Area	n/a
								c. Width	max equals width of Facade
								d. Height	n/a
								e. Depth / Projection	min 4 ft, ~~see Sec 5.12.7e~~
								f. Clearance	min 8 ft, 7 ft by Warrant
								g. Apex	n/a
								h. Letter Height	min 5 in, max 10 in
								i. Valance Height	max 12 in
								j. Distance from Curb	min. 2 ft.
Band Sign 				▫	▪	▪	▫	a. Quantity (max)	1 (2 for corner buildings)
								b. Area (max)	1.5 sf per linear ft Facade
								c. Width	max 90% width of Facade
								d. Height	max 3 ft
								e. Depth / Projection	max 7 in
								f. Clearance	min 7 ft
								g. Apex	n/a
								h. Letter Height	max 18 in
Blade Sign 		▪	▪	▪	▪	▪	▪	a. Quantity	1 per Facade, 2 max
								b. Area (max)	4 sf T2,T3,T4; 6 sf T5,T6
								c. Width	max 4 ft
								d. Height	max 4 ft
								f. Depth / Projection	max 4 ft
								g. Clearance	min 8 ft
								h. Apex	n/a
								i. Letter Height	max 8 in
Marquee and Sign					▪	▪	▫	a. Quantity (max)	1 per business
								b. Area	n/a
								c. Width (max)	entrance plus 2' each side
								d. Height	max 50% Story height
								e. Depth / Projection	min 4 ft, max 10 ft
								f. Clearance	min 10 ft
								g. Apex	n/a
								h. Letter Height	n/a
								i. Distance from Curb	min 3 ft.

▪ By Right

▫ By Warrant

	T1	T2	T3	T4	T5	T6	SD	Specifications	
Nameplate Sign 		n/a	▪	▪	▪	▪	▪	a. Quantity (max) b. Area c. Width d. Height e. Depth / Projection f. Clearance g. Apex h. Letter Height	1 max 3 sf max 18 in max 2 ft max 3 in min 4 ft max 7 ft n/a
Outdoor Display Case 	n/a	n/a	▫	▪	▪	▪	▫	a. Quantity b. Area c. Width d. Height f. Depth / Projection g. Clearance h. Apex i. Letter Height	1 max 6 sf max 3.5 ft max 3.5 ft max 5 in min 4 ft n/a n/a
Shingle Sign		▪	▪	▪	▪	▪	▪	a. Quantity b. Area c. Width d. Height f. Depth / Projection g. Clearance h. Apex i. Letter Height	1 per facade, 2 max 4 sf max 2 ft max 3 ft max 2 ft min 7 ft n/a max 8 in
Sidewalk Sign 				▪	▪	▪	▪	a. Quantity b. Area c. Width d. Height f. Depth / Projection g. Clearance h. Apex i. Letter Height	1 per business max 8 sf max 26 in max 42 in n/a n/a max 42 in n/a
Window Sign				▪	▪	▪	▪	a. Quantity b. Area c. Width d. Height f. Depth / Projection g. Clearance h. Apex i. Letter Height	1 per window max 25% of glass varies varies n/a 4 ft n/a max 8 in

▪ By Right
▫ By Warrant

Leander SmartCode v2.0 adapted by Sandy Sorlien / Smartcode Local & Michael Watkins Architect. Illustrations by DPZ & Co. from SmartCode v9.5

TABLE 6D. SIGNAGE (CONT.)

	T1	T2	T3	T4	T5	T6	SD	Specifications	
Yard Sign			▫	▪				a. Quantity	1 max per Lot
								b. Area	max 6 sf
								c. Width	max 3 ft (not counting post)
								d. Height	max 2 ft (not counting post)
								e. Depth / Projection	n/a
								f. Clearance	min 3 ft to sign edge
								g. Apex	max 6 ft to top of post
								h. Letter Height	max 8 in

▪ By Right

▫ By Warrant

Table 6E: Building Function. This table categorizes Building Functions within Transect Zones. For Specific Function and Use, see Table 6F.

	T3	T4	T5 T6
a. RESIDENTIAL	**Restricted Residential:** The number of dwellings on each lot is restricted to one within a Principal Building and one within an Accessory Building. Both dwellings shall be under single ownership. The habitable area of the Accessory Building shall not exceed 900 sf or 40% of the square footage of the Principal Building.	**Open Residential:** The number of dwellings on each lot is unlimited except by the form regulations of Chapter 6.	**Open Residential:** The number of dwellings on each lot is unlimited except by the form regulations of Chapter 6.
b. LODGING	**Restricted Lodging:** The number of bedrooms available on each lot for lodging is restricted to five. Food service may be provided in the a.m. The maximum length of stay shall not exceed ten days.	**Limited Lodging:** The number of bedrooms available on each lot for lodging is limited to twelve. Food service may be provided in the a.m. The maximum length of stay shall not exceed ten days.	**Open Lodging:** The number of bedrooms available on each lot for lodging is unlimited. Food service may be provided at all times. The maximum length of stay shall not exceed ten days.
c. OFFICE	**Restricted Office:** The building area available for office use by the resident of each lot, and one non-resident employee, is restricted to the first floor of the Principal Building or any part of an Accessory Building. Home Occupations are permitted anywhere.	**Limited Office:** The building area available for office use by the resident of each lot, and up to three non-resident employees, is restricted to the first floor of the Principal Building or any part of an Accessory Building. Home Occupations are permitted anywhere.	**Open Office:** The building area available for office use on each lot is unlimited.
d. RETAIL	**Restricted Retail:** The building area available for retail use is restricted to one block corner location at the first story for each 300 dwelling units. This specific use shall be further restricted to neighborhood store, or food service seating no more than 20.	**Limited Retail:** The building area available for retail use with regular hours is limited to the first story of buildings at corner locations. The specific use shall be further limited to neighborhood store, or food service seating no more than 40. Cottage Industry with up to three employees shall be permitted at all locations, with retail sales by appointment only.	**Open Retail:** The building area available for retail use is unlimited.
e. CIVIC	See Table 6F	See Table 6F	See Table 6F
f. OTHER	See Table 6F	See Table 6F	See Table 6F

TABLE 6F. SPECIFIC FUNCTION & USE

Table 6F: Specific Function & Use. This table expands the categories of Table 6E to delegate specific functions and uses within Transect Zones.

a. RESIDENTIAL	T1	T2	T3	T4	T5	T6	SD
Single Family		■	■	■			
Two-family (Duplex)			■	■			
Multi-family				■	■	■	
Live/Work Unit			■	■	■	□	□
Group Home				□	■		
Accessory Unit		■	■	■	■	■	
Manufactured House			□				□
Temporary Tent	□	□	□	□	□	□	□
b. LODGING							
Hotel (no room limit)					■	■	□
Inn (up to 12 rooms)		□		■	■	■	
Inn (up to 5 rooms)		□	■	■	■	■	
S.R.O. hostel			□	□	□	□	□
School Dormitory				■	■	■	■
c. OFFICE							
Office Building				■	■	■	□
Live-Work Unit			■	■	■	■	□
d. RETAIL							
Open-Market Building		■	■	■	■	■	■
Retail Building				■	■	■	□
Display Gallery				■	■	■	□
Cafe / Restaurant			□	■	■	■	□
Kiosk				■	■	■	□
Push Cart					□	□	□
Liquor Selling Establishment					□	□	□
Adult Entertainment						□	□
e. CIVIC							
Bus Shelter			■	■	■	■	■
Convention Center						□	■
Conference Center					□	■	■
Exhibition Center						□	■
Fountain or Public Art		■	■	■	■	■	■
Library				■	■	■	■
Live Theater					■	■	■
Movie Theater					■	■	■
Museum				□	□	■	■
Outdoor Auditorium		□	■		■	■	■
Parking Structure				□	■	■	■
Passenger Terminal					□	□	■
Playground		■	■	■	■	■	■
Sports Stadium						□	■
Surface Parking Lot				□	□	□	■
Religious Assembly		■	■	■	■	■	■

f. OTHER: AGRICULTURE	T1	T2	T3	T4	T5	T6	SD
Grain Storage	■	■					□
Livestock Pen	□	□					□
Greenhouse	■	■	□				□
Stable	■	■	□				□
Kennel	■	■	□	□	□	□	□
g. OTHER: AUTOMOTIVE							
Gasoline		□			□	□	■
Automobile Service							■
Automobile Sales					□	□	□
Truck Maintenance							■
Drive -Through Facility					□	□	■
Rest Stop	■	■					□
Roadside Stand	■	■					□
~~Billboard~~						□	□
Shopping Center / Mall							□
h. OTHER: CIVIL SUPPORT							
Fire Station			■	■	■	■	■
Police Station				■	■	■	■
Cemetery		■	□	□			■
Funeral Home				■	■	■	■
Hospital					□	□	■
Medical Clinic				□	■	■	■
i. OTHER: EDUCATION							
College					□	□	■
High School				□	□	□	■
Trade School					□	□	■
Elementary School			□	■	■	■	■
Childcare Center		■	■	■	■	■	□
j. OTHER: INDUSTRIAL							
Heavy Industrial Facility							■
Light Industrial Facility						□	■
Truck Depot							■
Laboratory Facility						□	■
Water Supply Facility							■
Sewer and Waste Facility							■
Electric Substation	□	□	□	□	□	□	■
Wireless Transmitter	□	□					■
Cremation Facility							■
Warehouse						□	■
Produce Storage							■
Mini-Storage							■

■ BY RIGHT
□ BY WARRANT

FOR NEW COMMUNITIES

	T1 NATURAL ZONE	T2 RURAL ZONE	T3 SUB-URBAN ZONE	T4 GENERAL URBAN ZONE	T5 URBAN CENTER ZONE	T6 URBAN CORE ZONE	SD SPECIAL DISTRICT
a. ALLOCATION OF ZONES (by land area, per Community Unit) See Table 2A							
CLD ~~requires~~	50% minimum of T1 ~~or~~ AND T2 or combination		10-30%	20-40%	NP	NP	
TND ~~requires~~	~~no minimum~~ P	~~no minimum~~ P	10-30%	30-60%	10-30%	NP	
RCD ~~requires~~	~~no minimum~~ NP	NP	NP	10-30%	10-30%	40-80%	
b. BASE RESIDENTIAL DENSITY							
By Right		1 unit / 20 ac avg	4 units / ac gross	12 units / ac gross	20 units / ac gross	no maximum*	
Other Functions Permitted*			10 - 20%	20 - 30%	30 - 50%	50 - 70%	
c. BLOCK SIZE							
Block Perimeter	no maximum	no maximum	4000' max, b/f 1200 max	3600' max, b/f 1200 max	2000' max, b/f 600 max	2000' max,b/f 600max*	
						* 3000 ft max with parking structures	
d. THOROUGHFARES							
~~Highway &~~ RR	permited	permited	permited				
Boulevard			permited	permited	permited	permited	
~~SR~~ ROAD	P	P	permited	~~permited~~			
~~Residential~~ Street			P	permited	P	P	
~~SS &~~ Avenue			P	permited	permited	permited	
Commercial Street					permited	permited	
Rear Lane		permited	permited	permited			
Rear Alley			permited	**required**	**required**	**required**	
Path	permited	permited	permited	permited			
Passage			permited	permited	permited	permited	
Bicycle Trail	permited	permited	permited	permited *			
Bicycle Lane	permited	permited	permited	permited			
Bicycle Route	permited	permited	permited	permited	permited	permited	
						* permited only within Civic Spaces	
e. CIVIC SPACES See Table 3F							
Park	permited	permited	permited				
Green			permited	permited	permited		
Square				permited	permited	permited	
Plaza					permited	permited	
Playground / Pocket Park	permited	permited	permited	permited	permited	permited	
f. LOT OCCUPATION							
Lot Width		by Warrant	40 ft min 120 ft max	16 ft min 96 max	no min, 180 ft max	18 ft min 700 ft max	
Lot Coverage			60% max	70% max	80% max	100% max	
g. SETBACKS - PRINCIPAL BUILDING See Table 8A							
Front Setback (Principal)	Outbuilding shall be behind Principal Building						
Front Setback (Secondary)		48 ft min	12 ft min	6 ft min 20 ft max	0 ft min 12 ft max	0 ft min 12 ft max	
Side Setback		100 ft min	12 ft min	0 ft min	0 ft min 24 ft max	0 ft min 24 ft max	
Rear Setback		100 ft min	12 ft min	3 ft min *	3 ft min *	0 ft. min	
Frontage Buildout		n/a	40% min	60% min	80% min	80% min	
h. SETBACKS - OUTBUILDING See Table 8A							
Front Setback*	n/a	20 ft min + bldg setback	20 ft min + bldg setback	20 ft min + bldg setback	40 ft max from rear lot line		
Side Setback	n/a	5 ft min	5 ft min	5 ft min or attached	5 ft min or attached		
Rear Setback	n/a	5 ft min	5 ft min	5 ft min	5 ft min		
i. BUILDING PLACEMENT See Table 6A							
Detached		permited	permited	permited			
Semi-Detached				permited	permited		
Attached				permited	permited	permited	
Courtyard					permited	permited	
j. PRIVATE FRONTAGES See Table 6C							
Common Yard		permited	permited	permited			
Porch & Fence			permited	permited			
Terrace or LC				permited	permited		
Forecourt				permited	permited	permited	
Stoop				permited	permited	permited	
Shopfront				permited	permited	permited	
Gallery				permited	permited	permited	
Arcade				permited	permited	permited	
k. BUILDING FORM See Table 6B							
Principal Building		2 Stories max	2 Stories max	3 Stories max	4 Stories max	8 Stories max, 2 min.	
Outbuilding		2 Stories max	2 Stories max	2 Stories max	2 Stories max		
l. BUILDING FUNCTION See Table 6E & Table 6F							
Residential		restricted use	restricted use	limited use	open use	open use	
Lodging		restricted use	restricted use	limited use	open use	open use	
Office			restricted use	limited use	open use	open use	
Retail			restricted use	limited use	open use	open use	

PLACEMENT

FORM

FUNCTION

Chapter 6

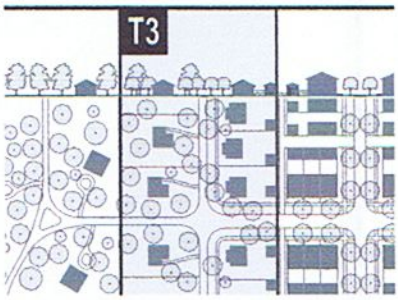
Chapter 3, 4, 5

P = PERMITTED
NP = NOT PERMITTED

REORDER PER TABLE 3A

ADD DRIVE: PERMITTED IN T3-T6

TABLE 7B. SUMMARY OF T3



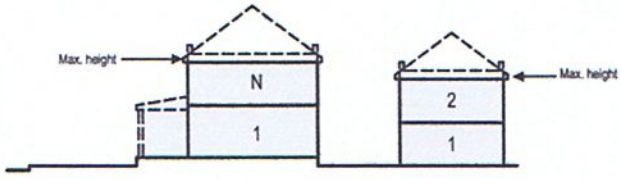
(see Table 1B)

BUILDING FUNCTION (see Table 6E & Table 6F)	
Residential	restricted use
Lodging	restricted use
Office	restricted use
Retail	restricted use
BUILDING CONFIGURATION (see Table 6B)	
Principal Building	2 stories max.
Outbuilding	2 stories max.
LOT OCCUPATION	
Lot Width	40 ft min 120 ft max
Lot Coverage	60% max
BUILDING PLACEMENT (see Table 6A)	
Detached	permitted
Semi-Detached	
Attached	
Courtyard	
SETBACKS - PRINCIPAL BUILDING	
(g.1) Front Setback Principal	24 ft. min
(g.2) Front Setback Secondary	12 ft min.
(g.3) Side Setback	12 ft min.
(g.4) Rear Setback	12 ft min.*
Frontage Buildout	40% min at setback
SETBACKS - OUTBUILDING	
(h.1) Front Setback	20 ft. min. + bldg setback
(h.2) Side Setback	3 ft. or 6 ft at corner
(h.3) Rear Setback	3 ft. min
PRIVATE FRONTAGES	
Common Lawn	permitted
Porch & Fence or Dooryard	permitted
Terrace or Lightwell	
Forecourt	
Stoop	
Shopfront	
Gallery	
Arcade	
PARKING MINIMUMS	
See Table 6E & Chapter 6	

*or 15 ft. from center line of alley

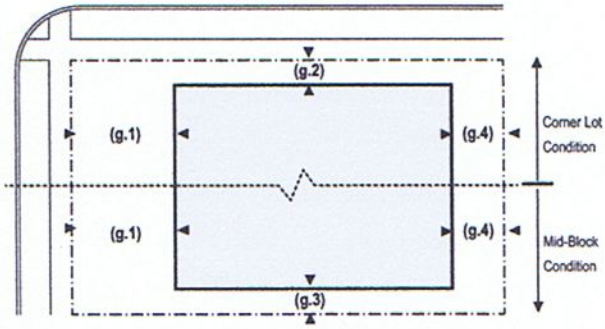
BUILDING HEIGHT

1. Building height shall be measured in number of stories, excluding attics and raised basements.
2. Stories may not exceed 14 feet in height from finished floor to finished ceiling, except for a first floor commercial function which shall be a minumum of 11 ft with a maximum of 25 feet.
3. Height shall be measured to the eave or roof deck.



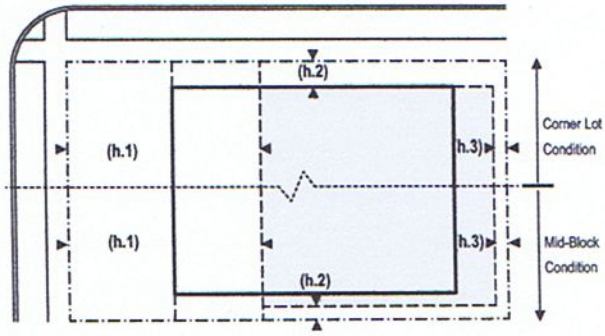
SETBACKS - PRINCIPAL BLDG

1. The facades and elevations of Principal Buildings shall be distanced from the lot lines as shown.
2. Facades shall be built out along the Principal Frontage to the minimum specified width in the table.



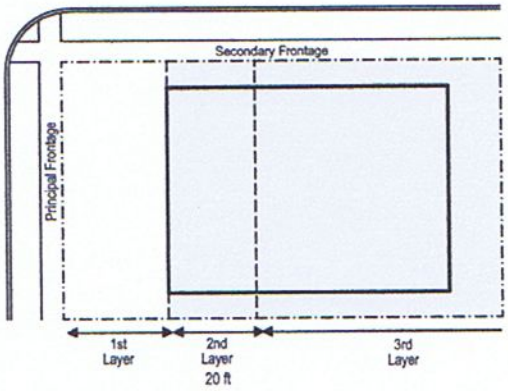
SETBACKS - OUTBUILDING

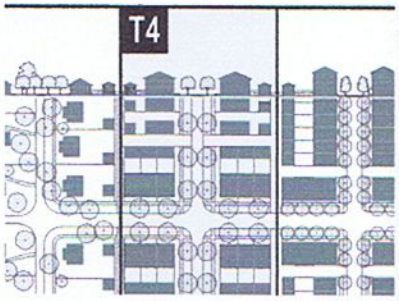
1. The elevations of the Outbuilding shall be distanced from the lot lines as shown.



PARKING PLACEMENT

1. Uncovered parking spaces may be provided within the second and third layer as shown in the diagram.
2. Covered parking shall be provided within the third layer as shown in the diagram. Side- or rear-entry garages may be permitted in the first or second layer by Warrant.





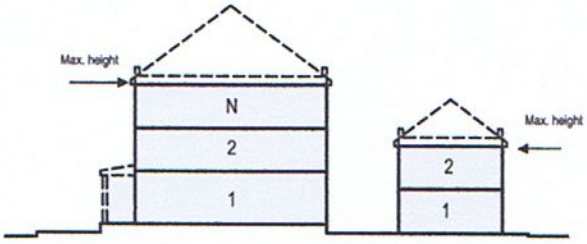
(see Table 1B)

BUILDING FUNCTION (see Table 6E & Table 6F)	
Residential	limited use
Lodging	limited use
Office	limited use
Retail	limited use
BUILDING HEIGHT (see Table 6B)	
Principal Building	3 stories max
Outbuilding	2 stories max.
LOT OCCUPATION	
Lot Width	18 ft min 96 ft max
Lot Coverage	70% max
BUILDING PLACEMENT (see Table 6A)	
Detached	permitted
Semi-Detached	permitted
Attached	permitted
Courtyard	
SETBACKS - PRINCIPAL BUILDING	
(g.1) Front Setback Principal	6 ft. min. 20 ft. max.
(g.2) Front Setback Secondary	6 ft. min. 20 ft. max
(g.3) Side Setback	0 ft. min.
(g.4) Rear Setback	3 ft. min.*
Frontage Buildout	60% min at setback
SETBACKS - OUTBUILDING	
(h.1) Front Setback	20 ft. min. + bldg. setback
(h.2) Side Setback	3 ft. min. or 6 ft at corner
(h.3) Rear Setback	3 ft. min
PRIVATE FRONTAGES (see Table 6C)	
Common Lawn	permitted
Porch & Fence or Dooryard	permitted
Terrace or Lightwell	permitted
Forecourt	permitted
Stoop	permitted
Shopfront	permitted
Gallery	permitted
Arcade	
PARKING MINIMUMS	
See Table 6E & Chapter 6	

*or 15 ft. from center line of alley

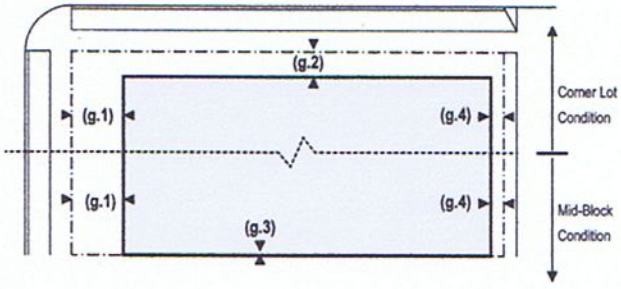
BUILDING HEIGHT

1. Building height shall be measured in number of stories, excluding attics and raised basements.
2. Stories may not exceed 14 feet in height from finished floor to finished ceiling, except for a first floor commercial function which shall be a minumum of 11 ft with a maximum of 25 feet.
3. Height shall be measured to the eave or roof deck.



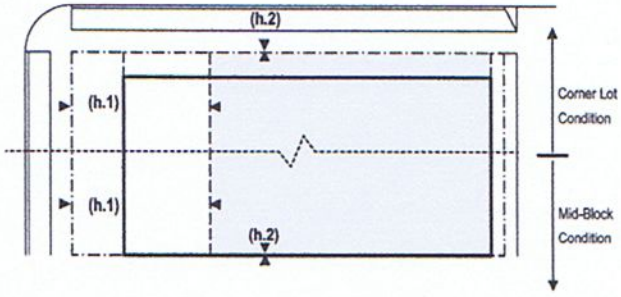
SETBACKS - PRINCIPAL BLDG

1. The facades and elevations of Principal Buildings shall be distanced from the lot lines as shown.
2. Facades shall be built out along the Principal Frontage to the minimum specified width in the table.



SETBACKS - OUTBUILDING

1. The elevations of the Outbuilding shall be distanced from the lot lines as shown.



PARKING PLACEMENT

1. Uncovered parking spaces may be provided within the second and third layer as shown in the diagram.
2. Covered parking shall be provided within the third layer as shown in the diagram.

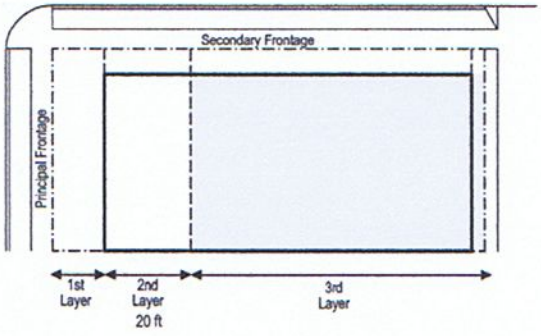


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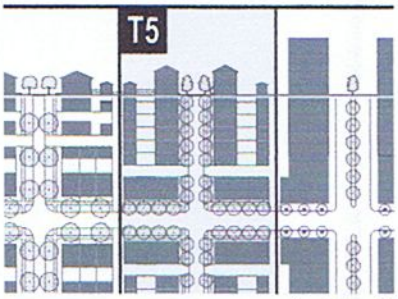
TABLE 7D. SUMMARY OF T5



(see Table 1B)

BUILDING FUNCTION (see Table 6E & Table 6F)	
Residential	open use
Lodging	open use
Office	open use
Retail	open use

BUILDING HEIGHT (see Table 6B)	
Principal Building	4 stories max.
Outbuilding	2 stories max.

LOT OCCUPATION	
Lot Width	no min, 180 ft max
Lot Coverage	80% max

BUILDING PLACEMENT (see Table 6A)	
Detached	
Semi-Detached	permitted
Attached	permitted
Courtyard	permitted

SETBACKS - PRINCIPAL BUILDING	
(g.1) Front Setback Principal	0 ft. min. 12 ft. max.
(g.2) Front Setback Secondary	0 ft. min. 12 ft. max.
(g.3) Side Setback	0 ft. min. 24 ft. max.
(g.4) Rear Setback	3 ft. min.*
Frontage Buildout	80% min at setback

SETBACKS - OUTBUILDING	
(h.1) Front Setback	40 ft. max. from rear lot line
(h.2) Side Setback	3 ft. min. or 6 ft at corner
(h.3) Rear Setback	3 ft. min.

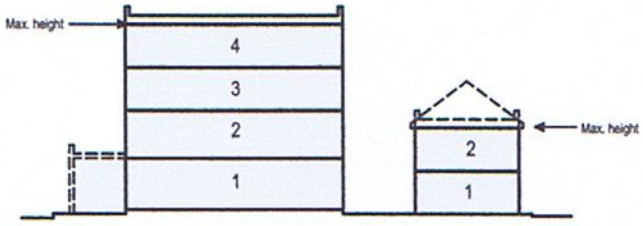
PRIVATE FRONTAGES (see Table 6C)	
Common Lawn	
Porch & Fence or Dooryard	
Terrace or Lightwell	permitted
Forecourt	permitted
Stoop	permitted
Shopfront	permitted
Gallery	permitted
Arcade	permitted

PARKING MINIMUMS
See Table 6E & Chapter 6

*or 15 ft. from center line of alley

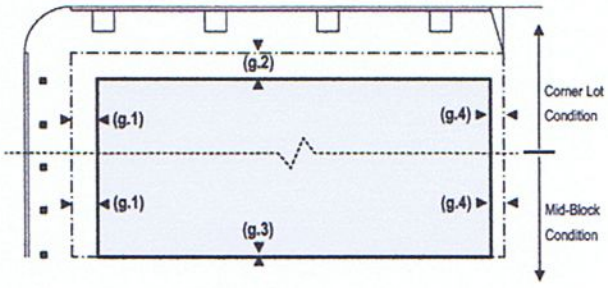
BUILDING CONFIGURATION

1. Building height shall be measured in number of stories, excluding attics and raised basements.
2. Stories may not exceed 14 feet in height from finished floor to finished ceiling, except for a first floor Commercial function which must be a minumum of 11 ft with a maximum of 25 ft.
3. Height shall be measured to the eave or roof deck as specified on Table 6B.
4. Expression Lines shall be as shown on Table 6B.



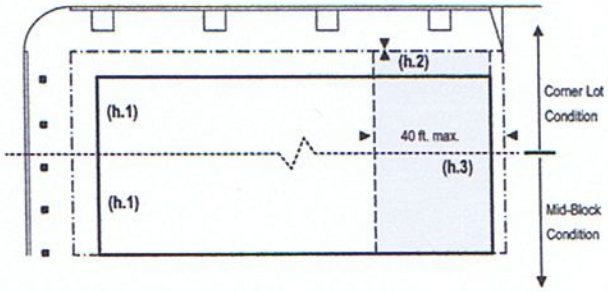
SETBACKS - PRINCIPAL BLDG

1. The facades and elevations of Principal Buildings shall be distanced from the lot lines as shown.
2. Facades shall be built out along the Principal Frontage to the minimum specified width in the table.



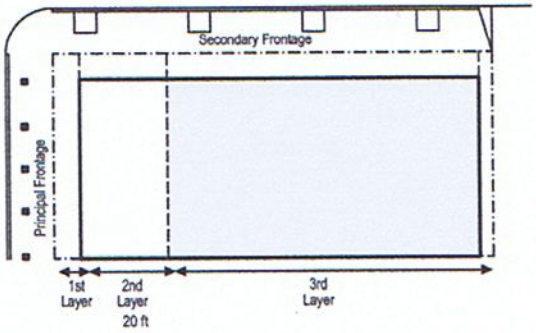
SETBACKS - OUTBUILDING

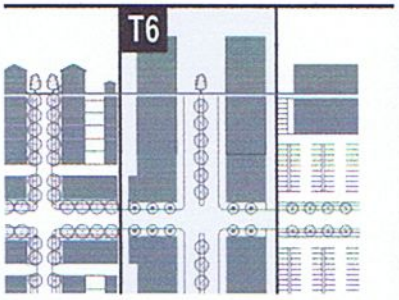
1. The elevations of the Outbuilding shall be distanced from the lot lines as shown.



PARKING PLACEMENT

1. Uncovered parking spaces may be provided within the third layer as shown in the diagram.
2. Covered parking shall be provided within the third layer as shown in the diagram.





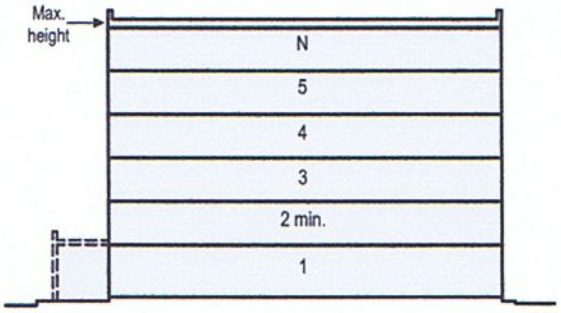
(see Table 1B)

BUILDING FUNCTION (see Table 6E & Table 6F)	
Residential	open use
Lodging	open use
Office	open use
Retail	open use
BUILDING HEIGHT (see Table 6B)	
Principal Building	8 stories max., 2 stories min
Outbuilding	
LOT OCCUPATION	
Lot Area	no min
Lot Coverage	100% max
BUILDING PLACEMENT (see Table 6A)	
Detached	
Semi-Detached	
Attached	permitted
Courtyard	permitted
SETBACKS - PRINCIPAL BUILDING	
(g.1) Front Setback Principal	0 ft. min. 12 ft. max.
(g.2) Front Setback Secondary	0 ft. min. 12 ft. max.
(g.3) Side Setback	0 ft. min. 24 ft. max.
(g.4) Rear Setback	0 ft. min.
Frontage Buildout	80% min. at setback
SETBACKS - OUTBUILDING	
Front Setback	
Side Setback	
Rear Setback	
PRIVATE FRONTAGES (see Table 6C)	
Common Lawn	
Porch & Fence or Dooryard	
Terrace or Lightwell	
Forecourt	permitted
Stoop	permitted
Shopfront	permitted
Gallery	permitted
Arcade	permitted
PARKING PROVISIONS	
See Table 6E & Chapter 6	

*or 15 ft. from center line of alley

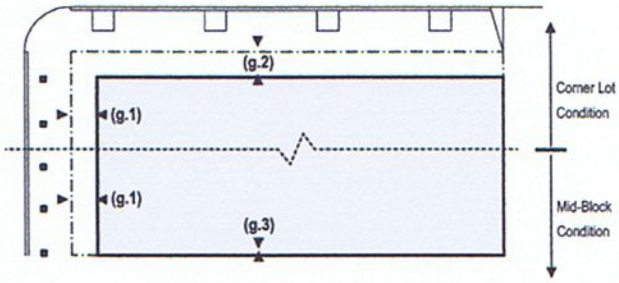
BUILDING CONFIGURATION

1. Building height shall be measured in number of stories, excluding attics and raised basements.
2. Stories may not exceed 14 feet in height from finished floor to finished ceiling, except for a first floor Commercial Function which must be a minumum of 11 ft with with a maximum of 25 ft.
3. Height shall be measured to the eave or roof deck.
4. Stepbacks, Recess Lines, and Extension Lines shall be as shown on Table 6B.



SETBACKS - PRINCIPAL BLDG

1. The facades and elevations of Principal Buildings shall be distanced from the lot lines as shown.
2. Facades shall be built out along the Principal Frontage to the minimum specified width in the table.



PARKING PLACEMENT

1. Uncovered parking spaces may be provided within the third layer as shown in the diagram .
2. Covered parking shall be provided within the third layer as shown in the diagram.

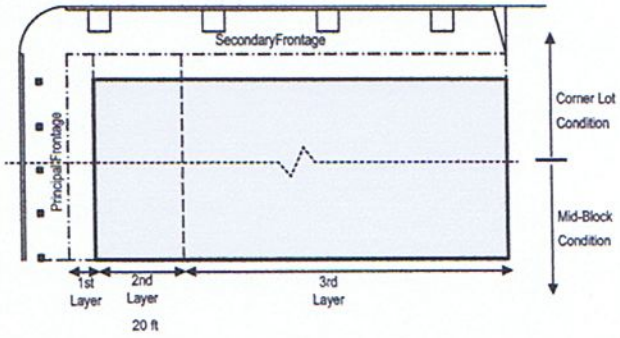


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TABLE 7F. SPECIAL DISTRICT SUMMARY

The metrics for each column of this table (SD1, SD2, etc.) are to be filled in for each Special District as they currently exist, or as they are permitted. More pages can be added. Special Districts that do not have provisions within this Code shall be governed by the standards of the pre-existing zoning.

	SD1	SD2	SD3	SD4	SD5	SD6	SD7
a. ALLOCATION OF ZONES							
CLD							
TND							
RCD							
b. BASE RESIDENTIAL DENSITY							
By Right							
By TDR							
Other Functions							
c. BLOCK SIZE							
Block Perimeter							
d. THOROUGHFARES							
~~HW &~~ RR							
RD ~~BV~~							
ST ~~BR~~							
TR ~~RS~~							
CS ~~BS & AV~~							
AV ~~CS~~							
BV							
Rear Lane							
Rear Alley							
Path							
Passage							
Bicycle Trail							
Bicycle Lane							
Bicycle Route							
e. CIVIC SPACES							
Park							
Green							
Square							
Plaza							
Playground							
f. LOT OCCUPATION							
Lot ~~Area~~ WIDTH							
Lot Coverage							
g. SETBACKS - PRINCIPAL BUILDING							
Front Setback							
Side Setback							
Rear Setback							
h. BUILDING PLACEMENT (see Table 6A)							
Detached							
Semi-Detached							
Attached							
i. PRIVATE FRONTAGES (see Table 6C)							
Common Yard							
Porch & Fence							
Terrace, Dooryard							
Forecourt							
Stoop							
Shopfront	~~permitted~~						
Gallery							
Arcade							
Parking Lot							
j. BUILDING HEIGHT (see Table 6B)							
Principal Building							
Outbuilding							
k. BUILDING FUNCTION (see Table 6E and Table 6F)							
Residential							
Lodging							
Office							
Retail							

PLACEMENT

FORM

FUNCTION

8.1 DEFINITIONS

This Chapter provides definitions for terms in this Code that are technical in nature or that otherwise may not reflect a common usage of the term. If a term is not defined in this Chapter, then the Planning Director shall determine the correct definition. Terms that are capitalized within Definitions are also defined in this Chapter.

Accessory Building: an Outbuilding with an Accessory Unit.

Accessory Unit: an Apartment sharing ownership and utility connections with a Principal Building, either within an Outbuilding or within the Principal Building. *See Table 6F* and *Table 8A.*

Address Sign: a sign, generally applied to a building wall, that displays a building's address.

Allee: a regularly spaced and aligned row of trees usually planted along a Thoroughfare or Path.

American Vignola: *The American Vignola* by William Ware, first published in 1903.

Ancillary Roof: a roof secondary to the roof of the Principal Building.

Apartment: a Residential unit sharing a building and a Lot with other units and/or uses; may be for rent, or for sale as a condominium.

Apex: the highest point of a sign as measured from the point on the ground where its structure is located, or, if no sign structure is present, from the point on the ground directly below the sign itself.

Arcade: a Private Frontage conventional for Retail use wherein the Facade is a colonnade supporting habitable space that overlaps the Sidewalk, while the Facade at Sidewalk level remains at the Frontage Line.

A-Street: a designation for a Thoroughfare that is walkable, in comparison with a B-Street or a C-Street.

Attached: characterizing a building that occupies the full Frontage Line and is attached to another of the same type, usually leaving the rear of the Lot as the principal yard. *See Table 6A.*

Attic: the interior part of a building contained within a pitched roof structure.

Avenue (AV): a Thoroughfare of high vehicular capacity and low to moderate speed, acting as a short distance connector between urban centers, and usually equipped with a landscaped median.

Awning Sign: lettering applied directly on the Valance or other vertical portion of an awning.

Backbuilding: a single-Story structure connecting a Principal Building to an Outbuilding. *See Table 8A.*

Band Sign: a sign that is attached flat on the exterior front, rear or side wall of any building or other structure.

Bed and Breakfast: an owner-occupied Lodging type, serving breakfast in the mornings to guests.

Bicycle Box: a section of pavement designed to give bicyclists using a Bicycle Lane a head start at signalized intersections. A Bicycle Box is often colored and includes a standard white bicycle pavement marking. It improves visibility between motorists turning right and cyclists traveling through the intersection.

Bicycle Lane (BL): a dedicated lane for cycling within a moderate-speed vehicular Thoroughfare, demarcated by striping.

Bicycle Locker: an enclosed and secured locker that provides bicycle parking for long term use.

Bicycle Route (BR): a Thoroughfare suitable for the shared use of bicycles and automobiles moving at low speeds.

Bicycle Shelter: a roofed shelter that provides multiple bicycle racks for public use.

Bicycle Station: a building that provides self-service, attended indoor valet, or automated bicycle parking services, often accompanied by showers, lockers, bicycle repair and rental facilities.

Bicycle Trail (BT): a Bikeway running independently of a vehicular Thoroughfare.

Bikeway: any designated Thoroughfare or part of a Thoroughfare for bicycling. See **Bicycle Lane**, **Bicycle Route**, and **Bicycle Trail**.

Blade Sign: a sign mounted on the building Facade, projecting at a 90-degree angle.

Block: the aggregate of private Lots, Passages, Rear Alleys and Rear Lanes, circumscribed by Thoroughfares.

Block Face: the aggregate of all the building Facades on one side of a Block.

Boulevard: a Thoroughfare designed for high vehicular capacity and moderate speed, traversing an Urbanized area. Boulevards are usually equipped with access lanes buffering Sidewalks and buildings.

B-Street: a designation for a Thoroughfare that has some automobile-oriented frontages but is still generally walkable in comparison with a C-Street.

Buffered Bicycle Lane: a Bicycle Lane separated from vehicular travel and/or parking lanes by striped pavement markings which function as a buffer.

Bungalow: a Detached building type, one or one and a half stories.

By Right: characterizing a proposal or component of a proposal for a plan that complies with this code and is processed and permitted administratively, without public hearing. See **Exception, Variance,** and **Warrant**.

C-Street: a designation for a Thoroughfare that has automobile-oriented frontages, and is not walkable in comparison with an A-Street or a B-Street.

Channel Letters: removable letters that fit into channels on a sign or Marquee.

Civic: pertaining to not-for-profit organizations dedicated to arts, culture, education, religion, recreation, government, transit, or municipal parking.

Civic Building: a building occupying a special physical place in the community and operated by not-for-profit organizations dedicated to arts, culture, education, religion, recreation, government, or transit, or for use approved by the legislative body.

Civic Parking Reserve: parking structure or parking lot within a quarter-mile of the site that it serves.

Civic Space: an outdoor area dedicated for public use. *See Table 3F.*

Civic Zone: designation for public sites dedicated for Civic Buildings and Civic Space.

CLD: Clustered Land Development.

Clearance: the height above the walkway, or other surface if specified, of the bottom edge of an element.

Clustered Land Development: one of the Community Units regulated in this Code, a small settlement usually standing free in the countryside.

Commercial: the term collectively defining Office, Retail, and Lodging Functions.

Common Yard: a planted Private Frontage wherein the Facade is set back from the Frontage line. It is visually continuous with adjacent yards. *See Table 6C.*

Community Unit: a regulatory category for the physical form, density, and extent of a settlement. The three Community Unit types addressed in this Code are CLD, TND, and RCD. Variants for redevelopment and Infill are called Infill CLD, Infill TND, and Infill RCD.

Concept Plan: the first plan required for a New Community, Infill, or Participating Parcel proposal.

Conventional Development Sector: the aggregate of the land areas on the Leander Sector Map that permit the option to develop in the form of CLD or TND Community Units, but are otherwise regulated by the Composite Zoning Ordinance.

Cornice: a horizontal or sloped decorative molding that edges or crowns a roofline, door, window, portico, etc. In addition to its ornamental function, it can help throw rainwater away from the building.

Corridor: a lineal geographic system incorporating transportation and/or Greenway trajectories.

Cottage: a Detached Building type. A single-family dwelling, on a regular Lot, often shared with an Accessory Building in the back yard.

Cottage Industry: artisan activities in the Principal Building, Outbuilding, or back yard. See Table 6E and Table 6F.

Courtyard Building: a building that occupies the boundaries of its Lot while internally defining one or more private patios. *See Table 6A.*

Curb: the edge of the vehicular pavement that may be raised or flush to a Swale. It usually incorporates the drainage system. *See Table ~~3C~~ 3D and Table ~~3D~~ 3E.*

CPVC:
~~**CVPC:**~~ Chlorinated polyvinyl chloride.

Detached: characterizing a building that occupies the center of its Lot with Setbacks on all sides. *See Table 6A.*

Dooryard: a Private Frontage type with a shallow Setback and front garden or patio, usually with a low wall at the Frontage Line. *See Table 6C.*

Dormer: a window set vertically in a structure that protrudes from a sloped roof, or the roofed structure containing such a window.

Drive: a Thoroughfare along the boundary between an Urbanized and a natural condition, usually along a waterfront, Park, or promontory. One side has the urban character of a Thoroughfare, with Sidewalk and building, while the other has the qualities of a Road or parkway, with naturalistic planting and rural details.

Driveway: a vehicular lane within a Lot, often leading to a garage. *See Section ~~4.7 and Table 3B-F.~~* 4.8 AND SECTION 6.7.

Effective Turning Radius: the measurement of the inside Turning Radius taking parked

cars into account. *See Table 8A.*

EIFS: Exterior Insulation Finishing System.

Elevation: an exterior wall of a building not along a Frontage Line. See: **Facade.** *See Table 8A.*

Encroach: to break the plane of a vertical or horizontal regulatory limit with a structural element, so that it extends into a Setback, into the Public Frontage, or above a height limit.

Encroachment: any structural element that breaks the plane of a vertical or horizontal regulatory limit, extending into a Setback, into the Public Frontage, or above a height limit.

Enfront: placed along or parallel to a Frontage, as in "porches enfront the street."

1c **Entasis:** The diminution of a column beginning at a point 1/3 up the shaft and ending at the neck, which is 5/6 the diameter of the column at its base. See also The American Vignola.

Exception: a ruling that would permit a practice that is not consistent with a specific provision of this Code nor its Intent *(Section 1.3).* See **Variance.**

Facade: the exterior wall of a building that is set along or parallel to a Frontage Line. See **Elevation.**

Fascia: a horizontal band forming the vertical face of a cornice under a roof edge.

Fly Ash: one of the residues generated in combustion that comprises the fine particles rising with the flue gases.

Forecourt: a Private Frontage wherein a portion of the Facade is close to the Frontage Line and the central portion is set back. *See Table 6C.*

Frontage: the area between a building Facade and the vehicular lanes, inclusive of its built and planted components. Frontage is divided into Private Frontage and Public Frontage. *See Table 3C and Table 6C.*

Frontage Buildout: the percentage of Lot width occupied by the width of the building Facade.

Frontage Line: a Lot line bordering a Public Frontage. Facades facing Frontage Lines define the public realm and are therefore more regulated than the Elevations facing other Lot lines. *See Table 8A.*

Function: the use or uses accommodated by a building and its Lot, categorized as Restricted, Limited, or Open, according to the intensity of the use. *See Table 6E and Table 6F.*

Gallery: a Private Frontage conventional for Retail use wherein the Facade is aligned close to the Frontage Line with an attached cantilevered shed or lightweight colonnade overlapping the Sidewalk. *See Table 6C.*

General Sector: the S-1 Sector on the Leander Sector Map.

Green: a Civic Space type for unstructured recreation, spatially defined by landscaping rather than building Frontages. *See Table 3F.*

Hammerhead: a type of dead-end thoroughfare with one or two short extensions.

Head Casing: the trim over the horizontal structural member spanning an opening.

Home Occupation: non-Retail workplace enterprises. *See Table 6E.*

House: a Detached Building type, usually a single-family dwelling on a large Lot, often shared with an Accessory Building in the back yard.

Infill: *noun* - new development on land that had been previously developed, including smaller greyfield and brownfield sites and cleared land within Urbanized areas. *verb* - to

develop such areas.

Inn: a Lodging type, owner-occupied, offering 6 to 12 bedrooms, permitted to serve breakfast in the mornings to guests. *See Table 6E.*

Layer: a range of depth of a Lot within which certain elements are permitted. *See Table 8A.*

1c **Lightwell:** A Private Frontage type that is a below-grade entrance or recess designed to allow light into basements. *See Table 6C.*

Linear Pedestrian Shed: an elongated Pedestrian Shed that is used for planning along an important Mixed Use Corridor such as a main street. It extends approximately 1/4 mile from each side of the Corridor for up to a mile in length, in a lozenge shape. See **Pedestrian Shed.**

Liner Building: a building specifically designed to mask a parking lot or a Parking Structure from a Frontage.

Live-Work: a Mixed Use unit consisting of a Commercial and Residential Function. The Commercial Function may be anywhere in the unit. It is intended to be occupied by a business operator who lives in the same structure that contains the Commercial activity or industry. See **Work-Live**.

Lodging: premises available for daily and weekly renting of bedrooms. *See Table 6E and Table 6F.*

Long Pedestrian Shed: a Pedestrian Shed that is 1/2 mile radius, used for planning when a transit station is present or proposed as a walking destination of approximately 10-15 minutes. See **Pedestrian Shed.**

Lot: a parcel of land accommodating a building or buildings of unified design.

Lot Line: the boundary that legally and geometrically demarcates a Lot.

Lot Width: the measurement of the Principal Frontage Line of a Lot.

~~**Main Civic Space:** the primary outdoor gathering place for a community.~~

Manufacturing: premises available for the creation, assemblage and/or repair of artifacts, using table-mounted electrical machinery or artisanal equipment, and including their Retail sale.

Marquee: a structural feature of a building that provides shelter and sign space.

Massing: the general size and shape of a building.

Meeting Hall: a building available for gatherings, including conferences.

Message Board: a sign with changeable text. Non-electronic Message Boards typically consist of letters attached to a surface within a transparent display case. Electronic Message Boards typically have a fixed or changing message composed of a series of lights.

Mixed Use: multiple Functions within the same building on different floors or by adjacency, or in multiple buildings by adjacency or proximity.

Mullion: a structural member joining windows and/or doors in a single structural opening.

Muntin: a structural member supporting individual panes of glass in a single sash or window.

Nameplate: a sign consisting of either a panel or individual letters applied to a building, listing the names of businesses or building tenants.

New Community: a Walkable settlement intended for a land area that was previously undeveloped, or that has been cleared for new development.

Office: premises available for the transaction of general business but excluding Retail, artisanal and Manufacturing uses. *See Table 6E.*

Old Town Sector: the S-3 Sector on the Leander Sector Map, delineating the traditional urbanized area of Old Town.

Open Space: land intended to remain undeveloped or adapted as Civic Space.

Outbuilding: an Accessory Building, usually located toward the rear of the same Lot as a Principal Building, and sometimes connected to the Principal Building by a Backbuilding. *See Table 8A.*

Outdoor Display Case: a sign consisting of a lockable metal or wood framed cabinet with a transparent window or windows, mounted onto a building wall or freestanding support. It allows the contents, such as menus or maps, to be maintained and kept current.

Park: a Civic Space type that is a natural preserve available for unstructured recreation. *See Table 3F.*

Parking Structure: a building containing one or more Stories of parking above grade.

Passage: a pedestrian connector, open or roofed, that passes between buildings to provide shortcuts through long Blocks and connect rear parking areas to Frontages.

Participating Parcel: a land area smaller than the minimum required for a Community Unit in its Sector, which can nevertheless contribute to a Concept Plan. *See Section 1.4.1. and Section 4.4.*

Path: a pedestrian way traversing a Park or rural area, or alongside a Road, ideally connecting directly with the urban Sidewalk network.

Pedestrian Shed: a land area that is centered on a common destination such as a ~~M~~ain lc Civic Space or a transit station. Its size is related to the average walking distance for the applicable Community Unit type. Pedestrian Sheds are used to plan communities. See specific types **Linear Pedestrian Shed, Long Pedestrian Shed,** and **Standard Pedestrian Shed.**

Peg-a-Track: parallel dashed pavement markings that continue a Bicycle Lane through an intersection.

Physically-Separated Bicycle Lane: a uni- or bi-directional Bicycle Lane separated from the motor vehicle travel lanes by Curbs, railings, plantings, parked cars, and/or grade separation.

Planter: the element of the Public Frontage which accommodates street trees, whether continuous or individual.

Plaza: a Civic Space type designed for Civic purposes and Commercial activities in the more urban Transect Zones, generally paved and spatially defined by building Frontages.

Pork Chop Return: triangular piece of trim at the bottom of a sloped fascia or cornice.

Principal Building: the main building on a Lot, usually located toward the Frontage. *See Table 8A.*

Principal Entrance: the main point of access for pedestrians into a building.

lc **Principal Frontage:** ~~O~~n corner Lots, the Private Frontage designated to bear the address and Principal Entrance to the building, and the measure of Lot Width. Prescriptions for the parking Layers pertain only to the Principal Frontage. Prescriptions for the first Layer pertain to both Frontages of a corner Lot. See **Frontage.**

Private Frontage: the privately held Layer between the Frontage Line and the Principal

Building Facade. *See Table 6C and Table 8A.*

Public Frontage: the area between the outer edge of the Vehicular Lanes and the Frontage Line. *See Table ~~3C~~ 3D and Table ~~3D~~ 3E.*

RCD: Regional Center Development.

Rear Alley: a more urban vehicular way located to the rear of Lots providing access to service areas, parking, and Outbuildings, and containing utility easements.

Rear Lane: a more rural vehicular way located to the rear of Lots providing access to service areas, parking, and Outbuildings, and containing utility easements.

Regional Center Development: one of the Community Units regulated in this Code, constituting a high-density town or downtown with rail transit.

Residential: characterizing premises available for long-term human dwelling.

Retail: characterizing premises available for the sale of merchandise and food service. *See Table 6E and Table 6F.*

1c **Retail Frontage:** Frontage designated on a Transect Map that requires or recommends the provision of a Shopfront, encouraging the ground level to be available for Retail use. *See Section 3.3.*

Road: a Thoroughfare of rural character and low-to-moderate vehicular speed and capacity. *See Table ~~3C~~ 3D.*

Secondary Frontage: on corner Lots, the Private Frontage that is not the Principal Frontage. As it affects the public realm, its first Layer is regulated. *See Table 8A.*

Semi-Detached: characterizing a building that occupies one side of the Lot with a Setback on the other side, attached to another of the same type on the adjacent Lot. *See Table 6A.*

Setback: the area of a Lot measured from the Lot line to a building Facade or Elevation that is maintained clear of permanent structures, with the exception of Encroachments listed in *Section 5.7. See Table 8A.*

Shed Awning: an awning with two short sides in addition to the main canopy.

Shingle Sign: a small Blade Sign usually mounted on the ground floor level, displaying a building's professional tenant directory.

Shopfront: a Private Frontage conventional for Retail use, with substantial glazing and usually an awning, wherein the Facade is aligned close to the Frontage Line with the building entrance at Sidewalk grade. *See Table 6C.*

Sidewalk: the paved section of the Public Frontage dedicated exclusively to pedestrian activity.

Sidewalk Sign: a movable freestanding sign that is typically double-sided, placed at the entrance to a business to attract pedestrians.

Sideyard Building: a building that occupies one side of the Lot with a setback on the other side. This type can be Detached or Semi-Detached depending on whether it abuts the neighboring house. *See Table 6A.*

Signband: the horizontal signage area on a Valance or Marquee.

Soffit: the underside of an overhanging roof eave.

Square: a Civic Space type designed for unstructured recreation and Civic purposes, spatially defined by building Frontages and consisting of Paths, lawns and trees, formally disposed.

See Table 3F.

Standard Pedestrian Shed: a Pedestrian Shed that is an average 1/4 mile radius, about the distance of a 5-7 minute walk at a leisurely pace. See **Pedestrian Shed.**

Stoop: a Private Frontage wherein the Facade is aligned close to the Frontage Line with the first Story elevated from the Sidewalk for privacy, with an exterior stair and landing at the entrance. *See Table 6C.*

Story: a habitable level within a building, excluding an Attic or raised basement. *See Table 6B.*

Street: a local Thoroughfare of urban character and low speed and capacity. *See Table ~~3C~~* 3D *and Table ~~3D~~.* 3E.

Substantial Modification: alteration to a building that is valued at more than 50% of the replacement cost of the entire building, if new.

Subzone: a subordinate zoning category created for a new Community Plan that creates one or more distinctions within a Transect Zone. *See Section 4.5.*

Swale: a low or slightly depressed natural area for drainage.

Target Speed: the velocity at which a Thoroughfare tends to be driven without the constraints of signage or enforcement. *See Table ~~3A~~.* 3B

Terminated Vista: a location at the axial conclusion of a Thoroughfare.

Thoroughfare: a way for use by vehicular, bicycle, and/or pedestrian traffic and to provide access to Lots and Open Spaces, consisting of Vehicular Lanes and the Public Frontage. *See Chapter 3 and Table 8A.*

TND: Traditional Neighborhood Development.

Traditional Neighborhood Development: one of the Community Units regulated in this Code, constituting a village standing free in the countryside, or a contiguous neighborhood, with its own mixed use neighborhood center.

Traditional Development Sector: the S1 Sector, the S2 Sector, or the S3 Sector, reserved for present and future traditional walkable development patterns.

Transect: a cross-section of or path through the environment showing a range of different habitats. The rural-urban Transect of the human environment used in this code is divided into six Transect Zones. These zones describe the physical form and character of a place, according to the density and intensity of its land use and Urbanism.

1c **Transect Zone:** ~~O~~ne of several areas on a zoning map regulated by this code. Transect Zones are administratively similar to the land use zones in conventional codes, except that in addition to the usual building use, height, and Setback requirements, other elements of the intended habitat are integrated, including those of the private Lot and building and Public Frontage. *See Table 1C.*

Transect Map: the official map or maps that are part of the zoning ordinance and that delineates the Transect Zones, Civic Zones, Special Districts if any, and Special Requirements if any, of areas subject to, or potentially subject to, regulation by this Code.

STATION **~~Transit~~ Sector:** the S-2 Sector on the Leander Sector Map, the land area within the approximate walking distance of the Leander rail station.

Turning Radius: the curved edge of a Thoroughfare at an intersection, measured at the inside edge of the vehicular tracking. The smaller the Turning Radius, the smaller the pedestrian

crossing distance and the more slowly the vehicle is forced to make the turn. *See Table 3B* 3C *and Table 8A.*

Urbanism: collective term for the condition of a compact, Mixed Use settlement, including the physical form of its development and its environmental, functional, economic, social, and cultural aspects.

Urbanized: developed at T3 (Sub-Urban) intensity or higher.

Valance: the portion of an awning that hangs perpendicular to the Sidewalk.

Variance: a ruling that would permit a practice that is not consistent with a provision of this Code. A Warranted Variance ("Warrant") permits a practice that is consistent with the Intent section (*Section 1.3*), whereas an Exceptional Variance ("Exception") permits a practice that is not. See **Exception** and **Warrant**. *See Section 1.5.*

Vehicular Lanes: lanes intended for vehicular traffic and bicycles, whether traveling or parked.

View Corridor: a opening along a thoroughfare or between buildings to maintain a scenic view.

Walkable: an urban planning term characterizing a place, such as a street, that is safe and pleasant for walking, or an area, such as a neighborhood, that contains residences and useful destinations within walking distance of each other.

Warrant: a ruling that would permit a practice that is not consistent with a specific provision of this Code, but that is justified by Intent *(Section 1.3)*. See **Variance.**

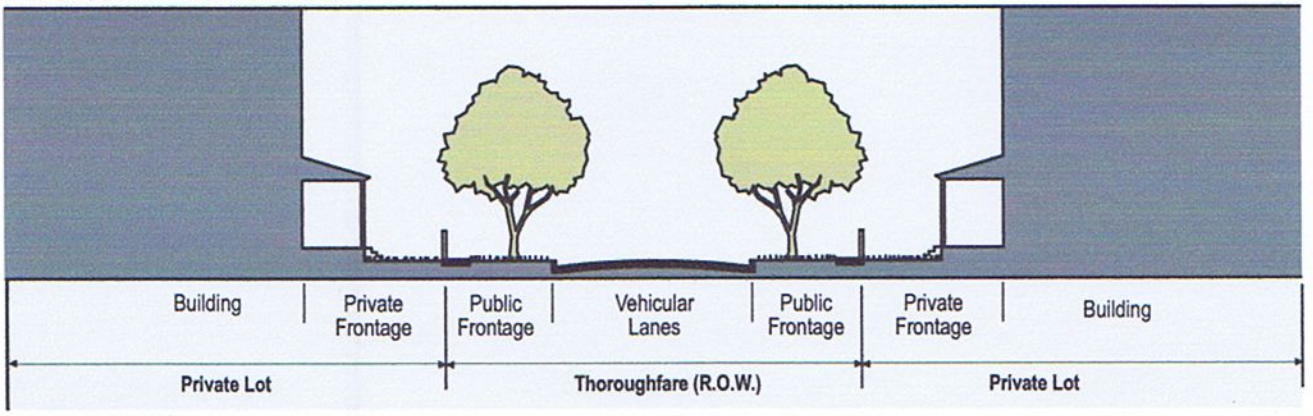
Window Sign: a sign placed or painted on the interior of a Shopfront window or the window of a business door.

Yard Sign: a permanent freestanding sign in the Private Frontage, including a supporting post or posts.

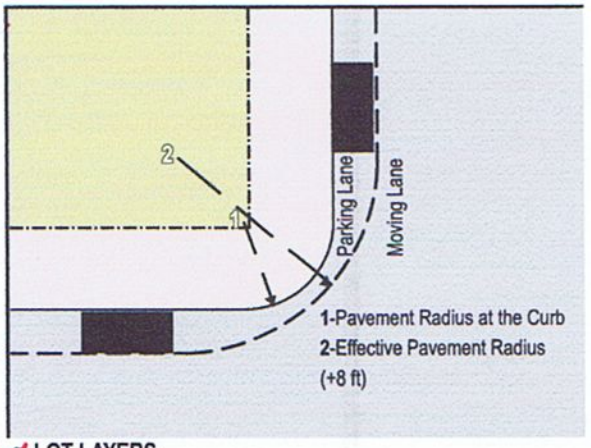
Yield: characterizing a Thoroughfare that has two-way traffic but only one effective travel lane because of parked cars, necessitating slow movement and driver negotiation. Also, characterizing parking on such a Thoroughfare.

TABLE 8A. DEFINITIONS ILLUSTRATED

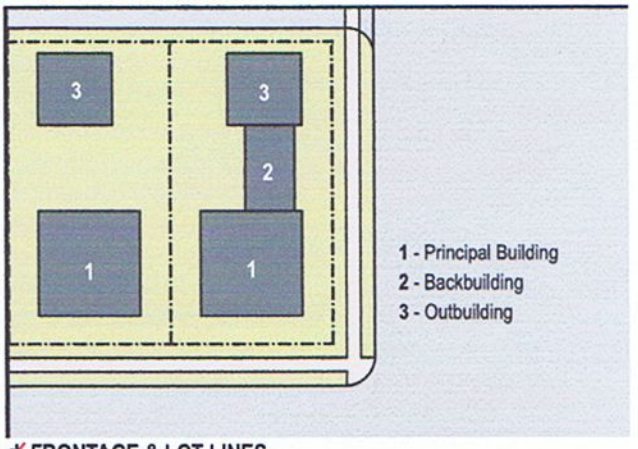
a. THOROUGHFARE & FRONTAGES



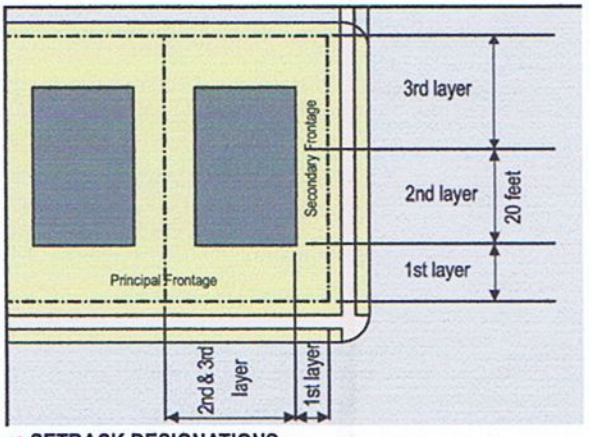
b. TURNING RADIUS



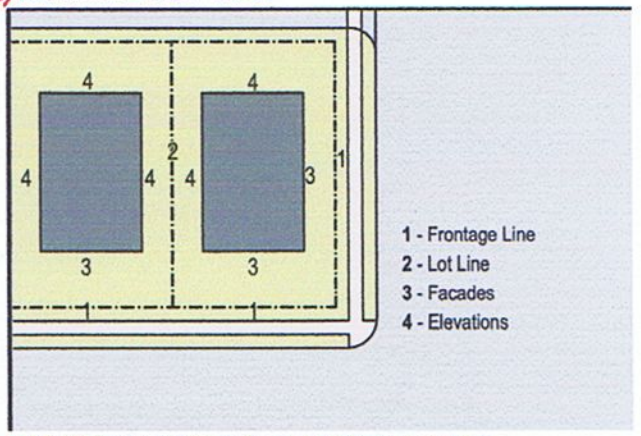
c. ~~f.~~ BUILDING PLACEMENT



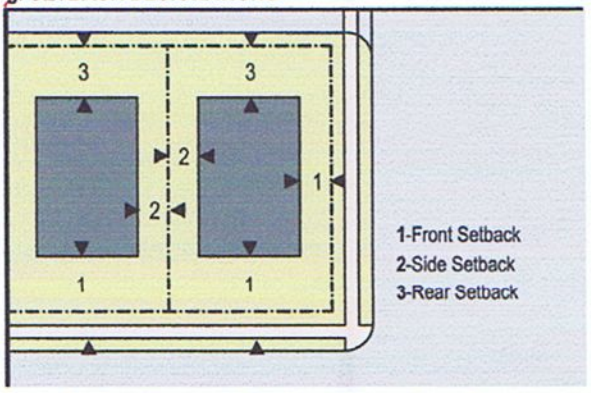
d ~~e.~~ LOT LAYERS



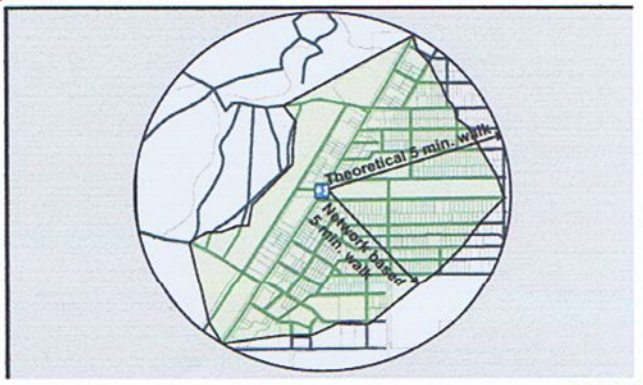
e ~~d.~~ FRONTAGE & LOT LINES



F ~~g.~~ SETBACK DESIGNATIONS



g ~~c.~~ PEDESTRIAN SHED (STANDARD AND NETWORK)



DEVELOPMENT STANDARDS FOR THE CONVENTIONAL DEVELOPMENT SECTOR (CD) - (IN ADDITION TO THE STANDARDS IN THE COMPOSITE ZONING ORDINANCE)

1. INSTRUCTIONS

1.1 The following standards apply to the land areas marked Conventional Development Sector ("CD Sector") on the Leander Sector Map. The provisions of the Composite Zoning Ordinance and these CD Sector Standards shall apply to the CD Sector. When in conflict, the CD Sector Standards shall prevail.

1.2 The Conventional Development Sector allows conventional single-use and mixed-use development with some basic design standards to provide a transition to adjacent neighborhoods and pedestrian-oriented communities, and for the possibility of future retrofit of the area to a more pedestrian-oriented pattern.

1.3 As an option to replace the Composite Zoning Ordinance in the CD Sector, developers may use the Leander SmartCode to design communities in the pattern of Clustered Land Development (CLD) or Traditional Neighborhood Development (TND) as provided in Article 4 of the SmartCode. If the SmartCode is elected, it shall be applied in its entirety for the CLD or TND, and not mixed with another code.

2. STREETS

2.1 **STREET TYPES**

Streets in the CD Sector are designated as A-Streets, B-Streets or C-Streets. A-Streets provide the highest level of pedestrian amenities and are intended to provide a walkable connection between commercial and residential uses. B-Streets are more automobile-oriented, but still provide pedestrian amenities and limit the amount of surface parking between buildings and the street. C-Streets are the most automobile-oriented and provide for significant amounts of surface parking between buildings and the public right-of-way.

2.2 **ALLOCATION OF A-STREET, B-STREETS AND C-STREETS IN COMMERCIAL AND MULTI-FAMILY ZONING DISTRICTS**

Each quadrant of Town Center, Community Center or Neighborhood Center nodes as designated in the Comprehensive Plan shall include at least one A-Street which shall provide a pedestrian-oriented streetscape and shall be designed to provide connectivity through the entire quadrant and connect to adjacent residential neighborhoods. Commercial and multi-family projects within each quadrant of Town

Center, Community Center and Neighborhood Center nodes shall have frontage on or connect to the A-Street. All other Arterial and Collector Streets identified on the Transportation Plan within the CD Sector and not designated as an A-Street are designated B-Streets. The frontage roads of 183A Toll Road are designated C-Streets.

2.3 SPECIFIC TO A-STREETS IN COMMERCIAL AND MULTI-FAMILY ZONING DISTRICTS

a. Parking is not allowed between the building and the right-of-way.

b. Parallel or head-in, on-street parking spaces shall be provided.

c. Sidewalks at least 12 feet wide shall be provided adjacent to all building frontages.

d. Street trees are required every 30 feet.

e. A continuous building frontage is required. The frontage may only be broken by a street, pedestrian passage, courtyard or similar feature approved by the Planning Director. For phased building construction within a block, a screen wall or landscape hedge shall be constructed at the building frontage line prior to building construction.

f. Minimum building setbacks in the Composite Zoning Ordinance do not apply along the street frontage.

g. The provision of pedestrian amenities such as benches, outdoor dining areas, awnings over sidewalks and other similar features is encouraged. The Planning Director may provide a reduction of the minimum parking or landscaping requirement of up to 15% for the provision of pedestrian amenities.

2.4 SPECIFIC TO B-STREETS IN COMMERCIAL AND MULTI-FAMILY ZONING DISTRICTS

a. Surface parking consisting of no more than one drive aisle with head-in parking spaces on each side of the drive aisle are permitted between the building and the right-of-way. A landscape screen or wall no taller than 4 feet in height shall be constructed and maintained to screen the view of the parking from the adjacent ROW.

b. All drive aisles shall be designed and easements conveyed to connect to existing or future drive aisles on adjacent properties.

c. Sidewalks and street trees in compliance with the Composite Zoning Ordinance shall be required between the parking lot and the right-of-way.

d. Sidewalks at least 12 feet wide shall be provided between the building facade and the parking lot, with trees in grates or planter boxes every 30 feet.

e. A continuous building frontage is required. The frontage may only be broken by a street, pedestrian passage, courtyard or similar feature approved by the Planning Director. For phased building construction within a block, a screen wall or landscape hedge shall be constructed at the building frontage line prior to building construction.

f. The provision of pedestrian amenities such as benches, outdoor dining areas, awnings over sidewalks and other similar features is encouraged. The Planning Director may provide a reduction of the minimum parking or landscaping requirement of up to 15% for the provision of pedestrian amenities.

2.5 **SPECIFIC TO C-STREETS IN COMMERCIAL AND MULTI-FAMILY ZONING DISTRICTS**

a. Surface parking lots between buildings and the right-of-way shall be no deeper than 300 feet nor wider than 600 feet.

b. Surface parking lots between buildings and the right-of-way shall be designed as a pattern of internal streets and parking blocks. The parking blocks may have standard parking spaces and aisles. The internal streets shall have travel lanes, curbs, street trees, sidewalks and utility easements and may have parallel parking. The parking blocks shall be left free of easements with the exception of those for drainage and parking lot lighting in order to accommodate future construction of buildings.

3. LOTS & BUILDINGS

3.1 Lots and buildings are subject to the following standards in addition to the standards of the Composite Zoning Ordinance.

3.2 **SPECIFIC TO LOTS & BUILDINGS ON A- AND B-STREETS IN COMMERCIAL AND MULTI-FAMILY ZONING DISTRICTS**

a. Buildings fronting on A- and B-Streets shall meet the Type A Architectural Component of the Composite Zoning Ordinance.

b. Buildings fronting on A- and B-Streets shall provide a primary entrance facing the street accessing the required sidewalk.

3.3 **SPECIFIC TO LOTS & BUILDINGS ON C-STREETS IN COMMERCIAL AND MULTI-FAMILY ZONING DISTRICTS**

a. Buildings fronting on C-Streets shall meet the Type A or Type B Architectural Component of the Composite Zoning Ordinance.

3.4 SPECIFIC TO LOTS AND BUILDINGS IN RESIDENTIAL ZONING DISTRICTS

a. All residential buildings shall meet the Type A Architectural Component of the Composite Zoning Ordinance.

b. A minimum overall gross density of 4 units per acre shall be required.

c. Any residential lot narrower than 50 feet shall not have driveway access from the front of the lot and must provide parking access from a rear alley. The Planning Director may waive this requirement if unusual conditions are found such as steep slopes or other restrictive topography, floodplains, existing and incompatible adjacent development or other similar features.

~~PROPOSED~~ DEVELOPMENT STANDARDS FOR THE CONVENTIONAL DEVELOPMENT SECTOR (CD) - (IN ADDITION TO THE STANDARDS IN THE COMPOSITE ZONING ORDINANCE)

1. INSTRUCTIONS

1.1 The following standards apply to the land areas marked Conventional Development Sector ("CD Sector") on the Leander Sector Map. The provisions of the Composite Zoning Ordinance and these CD Sector Standards shall apply to the CD Sector. When in conflict, the CD Sector Standards shall prevail.

1.2 The Conventional Development Sector allows conventional single-use and mixed-use development with some basic design standards to provide a transition to adjacent neighborhoods and pedestrian-oriented communities, and for the possibility of future retrofit of the area to a more pedestrian-oriented pattern.

1.3 As an option to replace the Composite Zoning Ordinance in the CD Sector, developers may use the Leander SmartCode to design communities in the pattern of Clustered Land Development (CLD) or Traditional Neighborhood Development (TND) as provided in Article 4 of the SmartCode. If the SmartCode is elected, it shall be applied in its entirety for the CLD or TND, and not mixed with another code.

2. STREETS

2.1 STREET TYPES

Streets in the CD Sector are designated as A-Streets, B-Streets or C-Streets. A-Streets provide the highest level of pedestrian amenities and are intended to provide a walkable connection between commercial and residential uses. B-Streets are more automobile-oriented, but still provide pedestrian amenities and limit the amount of surface parking between buildings and the street. C-Streets are the most automobile-oriented and provide for significant amounts of surface parking between buildings and the public right-of-way.

2.2 ALLOCATION OF A-STREET, B-STREETS AND C-STREETS IN COMMERCIAL AND MULTI-FAMILY ZONING DISTRICTS

Each quadrant of Town Center, Community Center or Neighborhood Center nodes as designated in the Comprehensive Plan shall include at least one A-Street which shall provide a pedestrian-oriented streetscape and shall be designed to provide connectivity through the entire quadrant and connect to adjacent residential neighborhoods. Commercial and multi-family projects within each quadrant of Town

Center, Community Center and Neighborhood Center nodes shall have frontage on or connect to the A-Street. All other Arterial and Collector Streets identified on the Transportation Plan within the CD Sector and not designated as an A-Street are designated B-Streets. The frontage roads of 183A Toll Road are designated C-Streets.

2.3 **SPECIFIC TO A-STREETS IN COMMERCIAL AND MULTI-FAMILY ZONING DISTRICTS**

a. Parking is not allowed between the building and the right-of-way.

b. Parallel or head-in, on-street parking spaces shall be provided.

c. Sidewalks at least 12 feet wide shall be provided adjacent to all building frontages.

d. Street trees are required every 30 feet.

e. A continuous building frontage is required. The frontage may only be broken by a street, pedestrian passage, courtyard or similar feature approved by the Planning Director. For phased building construction within a block, a screen wall or landscape hedge shall be constructed at the building frontage line prior to building construction.

f. Minimum building setbacks in the Composite Zoning Ordinance do not apply along the street frontage.

g. The provision of pedestrian amenities such as benches, outdoor dining areas, awnings over sidewalks and other similar features is encouraged. The Planning Director may provide a reduction of the minimum parking or landscaping requirement of up to 15% for the provision of pedestrian amenities.

2.4 **SPECIFIC TO B-STREETS IN COMMERCIAL AND MULTI-FAMILY ZONING DISTRICTS**

a. Surface parking consisting of no more than one drive aisle with head-in parking spaces on each side of the drive aisle are permitted between the building and the right-of-way. A landscape screen or wall no taller than 4 feet in height shall be constructed and maintained to screen the view of the parking from the adjacent ROW.

b. All drive aisles shall be designed and easements conveyed to connect to existing or future drive aisles on adjacent properties.

c. Sidewalks and street trees in compliance with the Composite Zoning Ordinance shall be required between the parking lot and the right-of-way.

d. Sidewalks at least 12 feet wide shall be provided between the building facade and the parking lot, with trees in grates or planter boxes every 30 feet.

e. A continuous building frontage is required. The frontage may only be broken by a street, pedestrian passage, courtyard or similar feature approved by the Planning Director. For phased building construction within a block, a screen wall or landscape hedge shall be constructed at the building frontage line prior to building construction.

f. The provision of pedestrian amenities such as benches, outdoor dining areas, awnings over sidewalks and other similar features is encouraged. The Planning Director may provide a reduction of the minimum parking or landscaping requirement of up to 15% for the provision of pedestrian amenities.

2.5 **SPECIFIC TO C-STREETS IN COMMERCIAL AND MULTI-FAMILY ZONING DISTRICTS**

a. Surface parking lots between buildings and the right-of-way shall be no deeper than 300 feet nor wider than 600 feet.

b. Surface parking lots between buildings and the right-of-way shall be designed as a pattern of internal streets and parking blocks. The parking blocks may have standard parking spaces and aisles. The internal streets shall have travel lanes, curbs, street trees, sidewalks and utility easements and may have parallel parking. The parking blocks shall be left free of easements with the exception of those for drainage and parking lot lighting in order to accommodate future construction of buildings.

3. LOTS & BUILDINGS

3.1 Lots and buildings are subject to the following standards in addition to the standards of the Composite Zoning Ordinance.

3.2 **SPECIFIC TO LOTS & BUILDINGS ON A- AND B-STREETS IN COMMERCIAL AND MULTI-FAMILY ZONING DISTRICTS**

a. Buildings fronting on A- and B-Streets shall meet the Type A Architectural Component of the Composite Zoning Ordinance.

b. Buildings fronting on A- and B-Streets shall provide a primary entrance facing the street accessing the required sidewalk.

3.3 **SPECIFIC TO LOTS & BUILDINGS ON C-STREETS IN COMMERCIAL AND MULTI-FAMILY ZONING DISTRICTS**

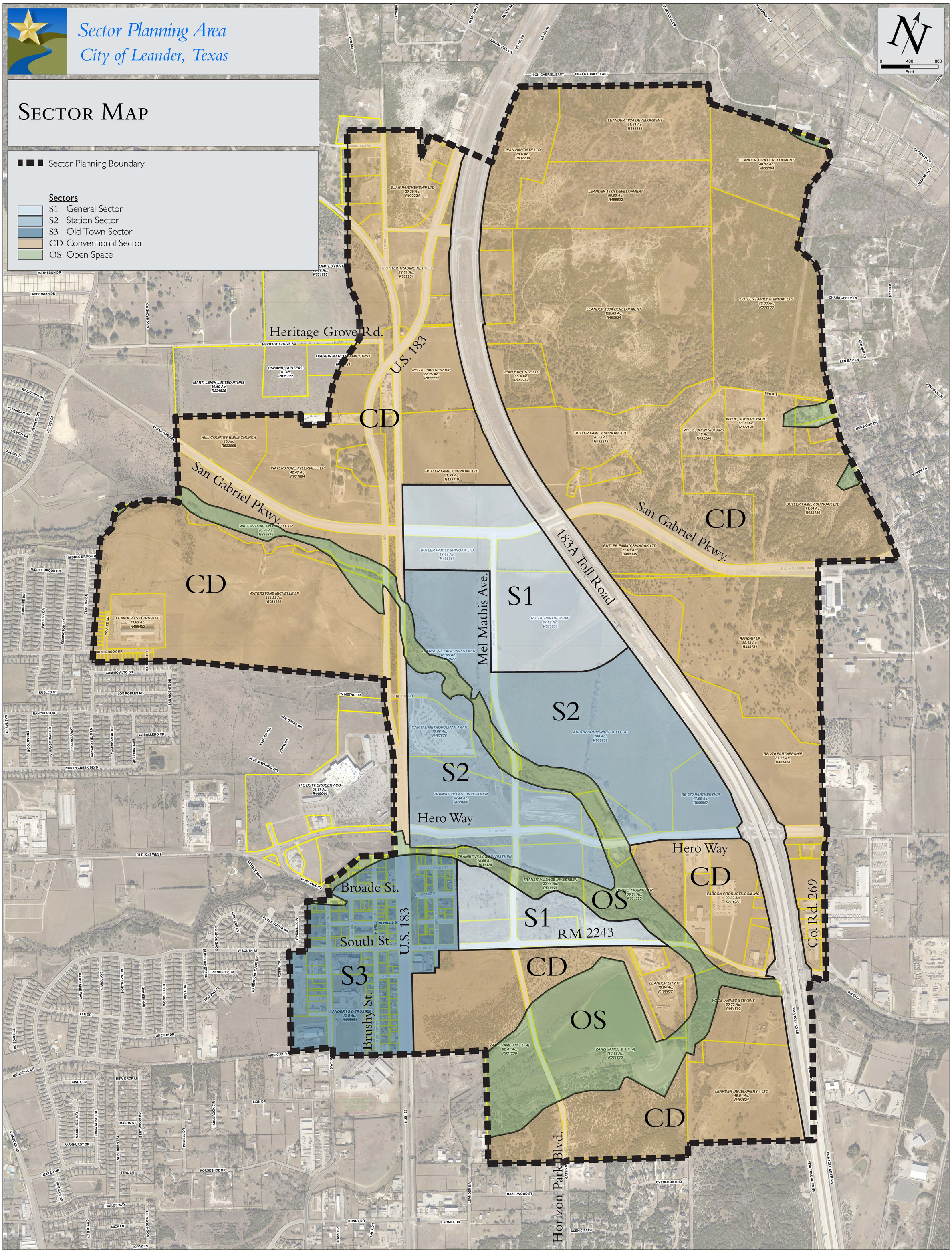
a. Buildings fronting on C-Streets shall meet the Type A or Type B Architectural Component of the Composite Zoning Ordinance.

3.4 **SPECIFIC TO LOTS AND BUILDINGS IN RESIDENTIAL ZONING DISTRICTS**

a. All residential buildings shall meet the Type A Architectural Component of the Composite Zoning Ordinance.

b. A minimum overall gross density of 4 units per acre shall be required.

c. Any residential lot narrower than 50 feet shall not have driveway access from the front of the lot and must provide parking access from a rear alley. The Planning Director may waive this requirement if unusual conditions are found such as steep slopes or other restrictive topography, floodplains, existing and incompatible adjacent development or other similar features.



July 17, 2014

Sandy Sorlien / Smartcode Local & Michael Watkins Architect, llc

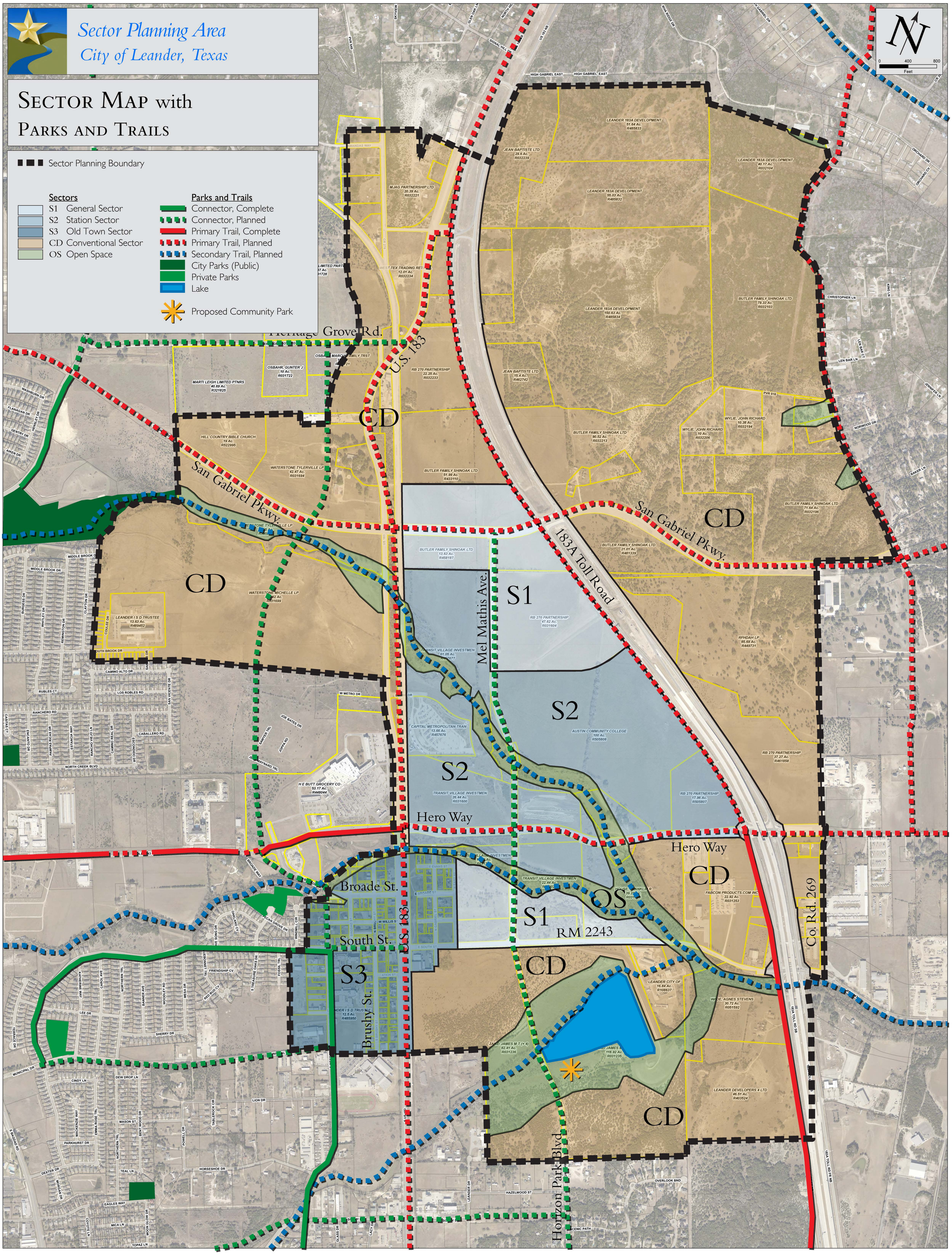
Sector Planning Area
City of Leander, Texas

Sector Map with Parks and Trails

Sector Planning Boundary

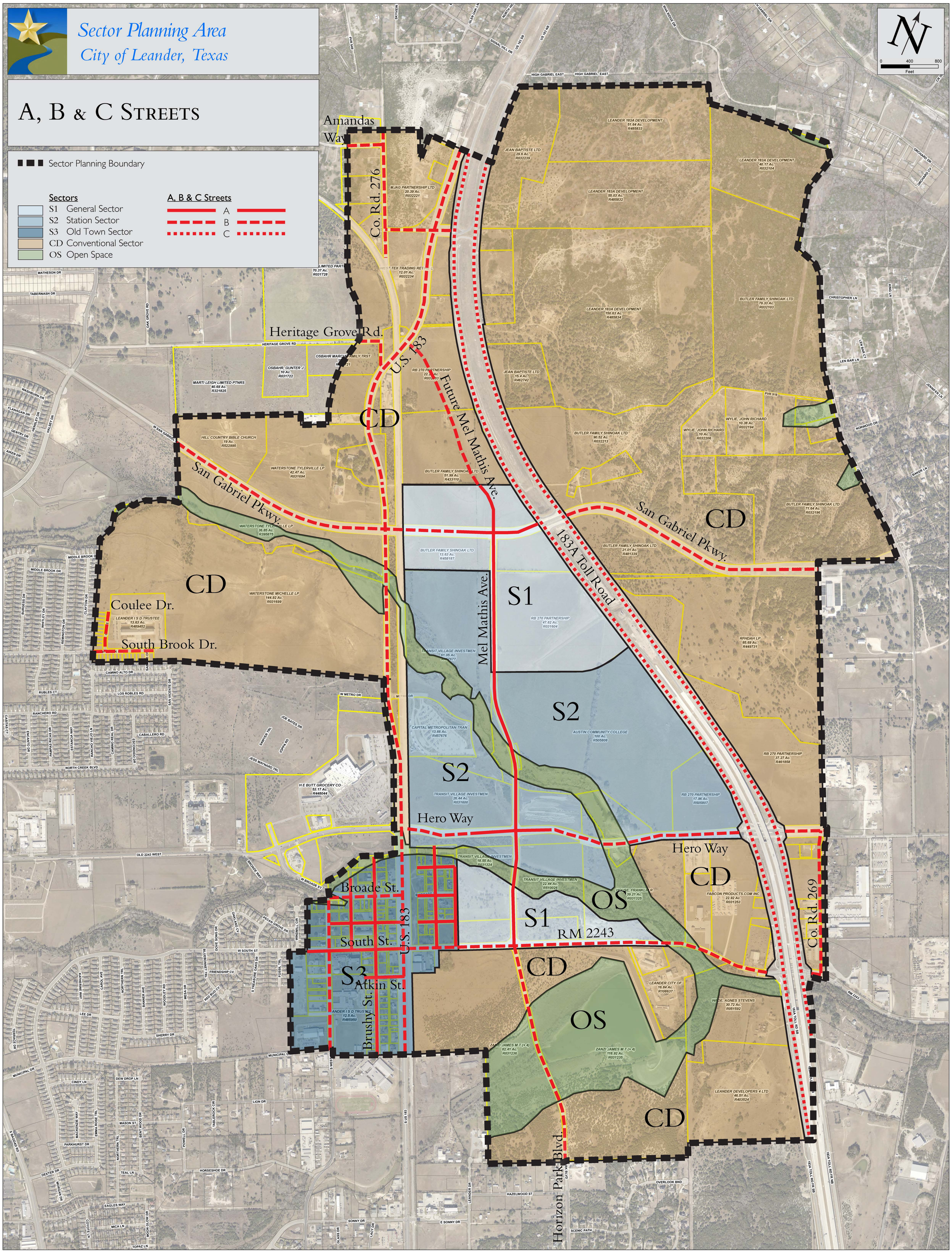
Sectors
- S1 General Sector
- S2 Station Sector
- S3 Old Town Sector
- CD Conventional Sector
- OS Open Space

Parks and Trails
- Connector, Complete
- Connector, Planned
- Primary Trail, Complete
- Primary Trail, Planned
- Secondary Trail, Planned
- City Parks (Public)
- Private Parks
- Lake
- Proposed Community Park



July 17, 2014

Sandy Sorlien / Smartcode Local & Michael Watkins Architect, llc



July 17, 2014

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Sector Planning Area
City of Leander, Texas

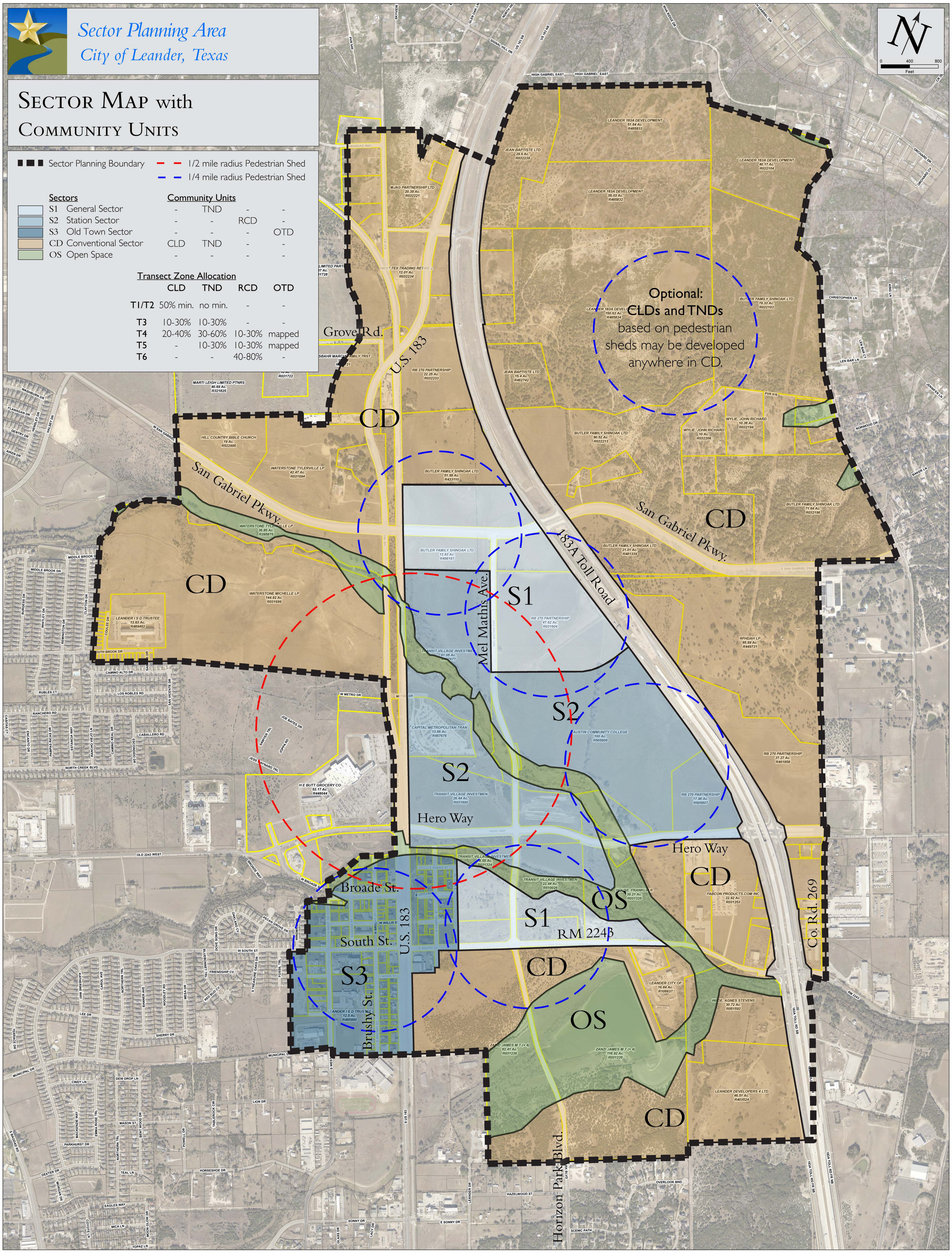
Sector Map with Community Units

Sector Planning Boundary
1/2 mile radius Pedestrian Shed
1/4 mile radius Pedestrian Shed

Sectors		Community Units			
S1	General Sector	-	TND	-	-
S2	Station Sector	-	-	RCD	-
S3	Old Town Sector	-	-	-	OTD
CD	Conventional Sector	CLD	TND	-	-
OS	Open Space	-	-	-	-

Transect Zone Allocation

	CLD	TND	RCD	OTD
T1/T2	50% min.	no min.	-	-
T3	10-30%	10-30%	-	-
T4	20-40%	30-60%	10-30%	mapped
T5	-	10-30%	10-30%	mapped
T6	-	-	40-80%	-



July 17, 2014

Sandy Sorlien / Smartcode Local & Michael Watkins Architect, llc

Sector Planning Area

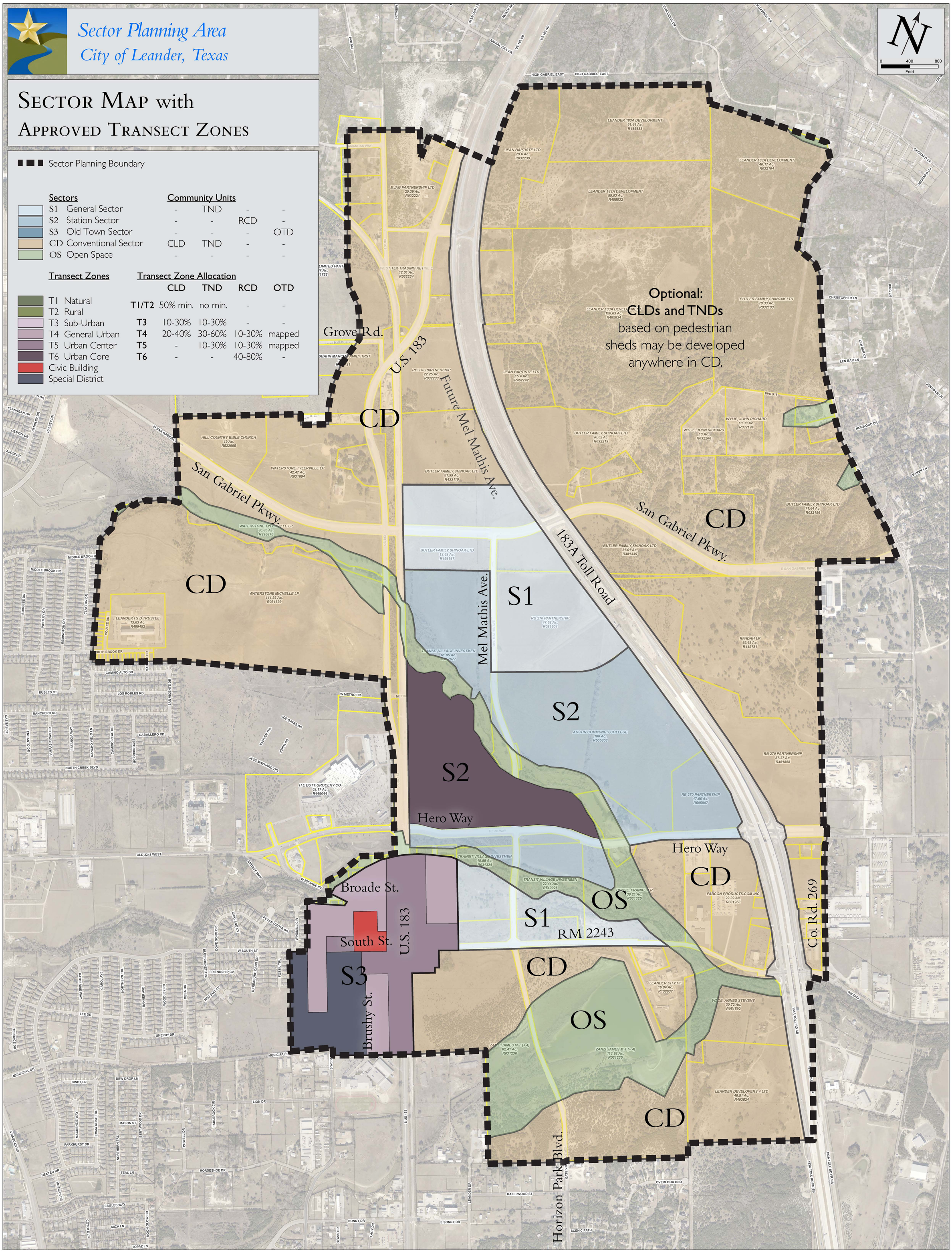
City of Leander, Texas

Sector Map with Approved Transect Zones

Sector Planning Boundary

Sectors		Community Units			
S1	General Sector	-	TND	-	-
S2	Station Sector	-	-	RCD	-
S3	Old Town Sector	-	-	-	OTD
CD	Conventional Sector	CLD	TND	-	-
OS	Open Space	-	-	-	-

Transect Zones		Transect Zone Allocation			
		CLD	TND	RCD	OTD
T1	Natural				
T2	Rural	T1/T2	50% min.	no min.	-	-
T3	Sub-Urban	T3	10-30%	10-30%	-	-
T4	General Urban	T4	20-40%	30-60%	10-30%	mapped
T5	Urban Center	T5	-	10-30%	10-30%	mapped
T6	Urban Core	T6	-	-	40-80%	-
	Civic Building					
	Special District					



July 17, 2014

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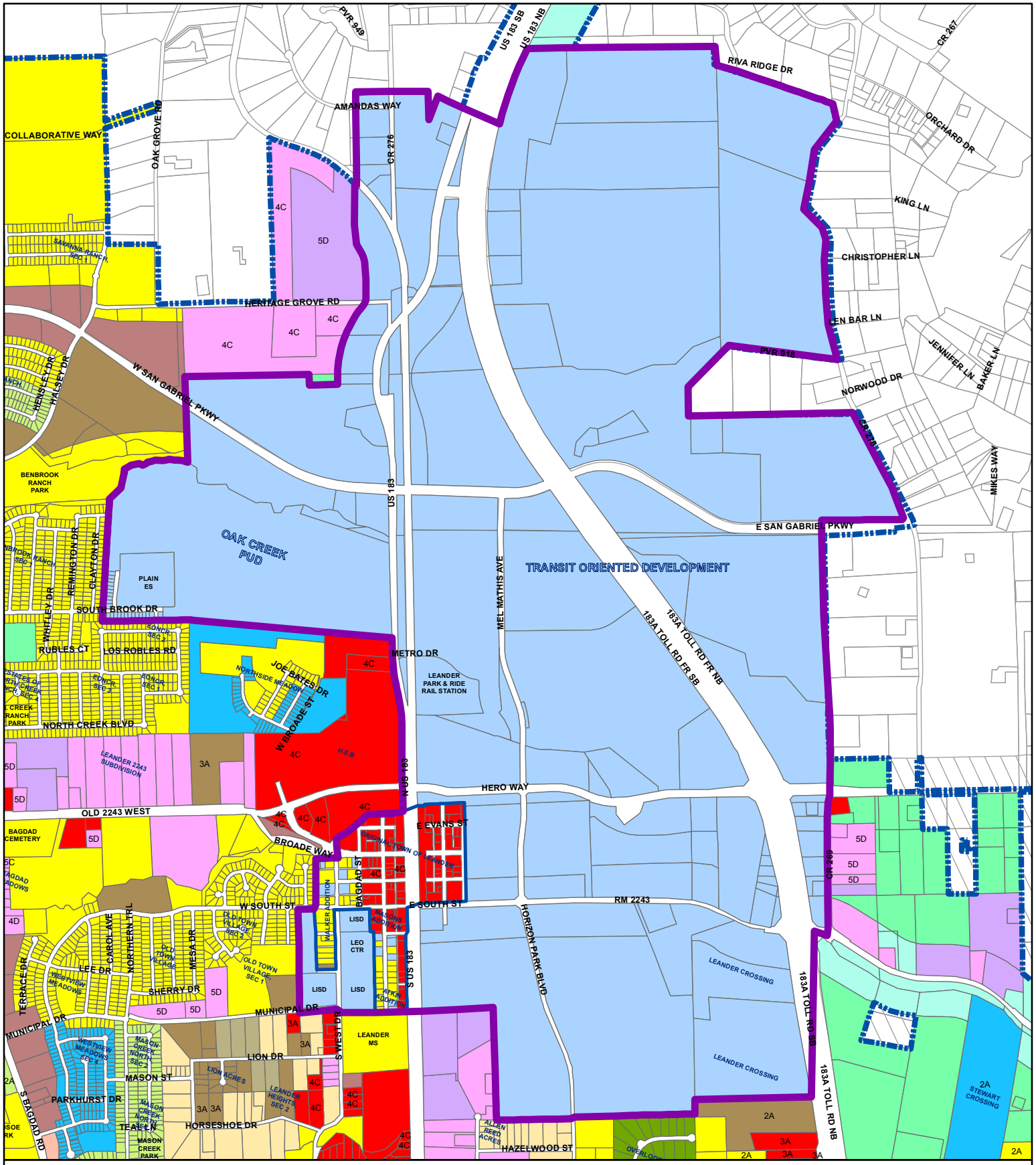


ZONING CASE 14-Z-013

TOD PUD Amendment & SmartCode Update

0 1,000 2,000 3,000

Feet

N

TOD PUD Boundary

City Limits

Future Annexation Per DA

Involuntary Annexation

Voluntary Annexation

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

Ordinance

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE TRANSIT ORIENTED DEVELOPMENT DISTRICT COMPREHENSIVE MAP; AMENDING THE SMARTCODE WHICH GOVERNS AND REGULATES THE SUBDIVISION AND ZONING OF LAND WITHIN THE AREA OF THE DISTRICT; AND PROVIDING FOR RELATED MATTERS.

Whereas, the City of Leander, Texas (the "City") established the Transportation Oriented Development District (the "TODD"), adopted the TODD Comprehensive Plan (the comprehensive master plan for the TODD), and adopted the Smart Code to govern subdivision and zoning of land with the TODD by Ordinance No. 05-028-00;

Whereas, the City Council finds that the amendments adopted herein are reasonable and necessary to promote efficient and orderly development of property within the TODD;

Whereas, interested landowners and their representatives have participated in, and have had the opportunity to participate in, the on-going planning process and hearings during the preceding calendar months, notices have been given and public hearings held regarding the proposed amendments;

Whereas, the Planning & Zoning Commission held a public hearing on the proposed amendments 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 the SmartCode and TODD Comprehensive Plan.** The City Council hereby amends and replaces in its entirety the Smart Code adopted by Ordinance No. 05-028-00 with the SmartCode spread on the minutes of this meeting and incorporated herein for all purposes (the "SmartCode"). The SmartCode shall be the Uniform Development Code for the geographic area of the City that is included within the boundaries of the Transit Oriented Development District, described in Section 3. The SmartCode shall be applicable to and govern the subdivision and zoning of land only within the geographic area that is within the TODD Comprehensive Plan. The TODD Comprehensive Plan adopted by Ordinance No. 05-028-00 is hereby amended in its entirety and replaced by the Sector Map and Transect Sector Map spread upon the minutes of this meeting and incorporated herein for all purposes (the "Sector Map").

Section 3. **Property Subject to this Ordinance.** This ordinance applies to the properties identified in Ordinance No. 05-028-00, as shown in Exhibit "A". The property is an area of approximately 2,400 acres in the Williamson County portion of the City of Leander, Texas as of May 16, 2014, lying generally east of County Road 279 / Bagdad Road, north of East Crystal Falls Roadway, west of County Roads 269 and 270, and south of the San Gabriel River; including US Highway 183 from generally north of its intersection with Sonny Drive to south of its intersection with High Gabriel East; including the 183A Toll Road from just south of its intersection with High Gabriel East to approximately 2,500 feet south of its intersection with RM 2243, and including the following subdivisions Old Town, and the Original Town of Leander Mason's, Atkin's, and Walker's Additions.

Section 4. **Application and Limitations.** The SmartCode adopted herein shall govern the subdivision and zoning of land within the boundaries of the Sector Map. If the SmartCode is found or held to be invalid or unenforceable with respect to any lot, tract or parcel of land, in whole or in part, the subdivision and zoning ordinances applicable to the areas of the City that are outside the boundaries of the Sector Map shall apply to, regulate and control the development, use, subdivision and zoning of such lot, tract or parcel of land within the boundaries of the Sector Map. The SmartCode may be amended, from time to time, as necessary to give effect to its intent, and the legislative authority and discretion of the City Council is reserved in full.

Section 5. **Conventional Development Sector; Zoned Properties.** The Conventional Development Sector set forth and shown on the Sector Map may be developed pursuant to Article 14.02, Exhibit A, Leander Code of Ordinances, as amended (the "Composite Zoning Ordinance"), Article 10.02, Exhibit A, Leander Code of Ordinances, as amended (the "Subdivision Ordinance"), and other development ordinances of the City that are in effect from time to time in the areas of the City that are outside the boundaries of the Sector Map, subject to compliance with regulations applicable to the Conventional Development Sector set forth in the SmartCode and adopted with this ordinance.

Section 6. **Previously Adopted PUD Plans.** Properties located within the TODD for which the City Council has adopted a zoning ordinance and PUD Plan (the "PUD Zoning Ordinance") prior to the effective date of this Ordinance, in response to a zoning application filed by the property owner or the property owner's representative, shall continue to be subject to and governed by the specific provisions of the PUD Zoning Ordinance applicable to the property, and the specific provisions of such PUD Zoning Ordinances will not be amended by this Ordinance, provided that the property owner may elect to be governed by provisions of the SmartCode adopted herein to the extent authorized by the SmartCode.

Section 7. **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 8. **Effective Date.** This ordinance shall take effect on the date set forth below on which this ordinance was adopted on second and final reading. Pending zoning applications for property within the TODD that were filed prior to the effective date of this ordinance shall be governed by Ordinance No. 05-028-00, the SmartCode, and TODD Comprehensive Plan in effect prior to the effective date of this ordinance, unless the applicant elects to be governed by the SmartCode and Sector Map adopted by this Ordinance.

Section 9. **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 First Reading this the 3rd day of July, 2014.
FINALLY PASSED AND APPROVED on this the 17th day of July, 2014.

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

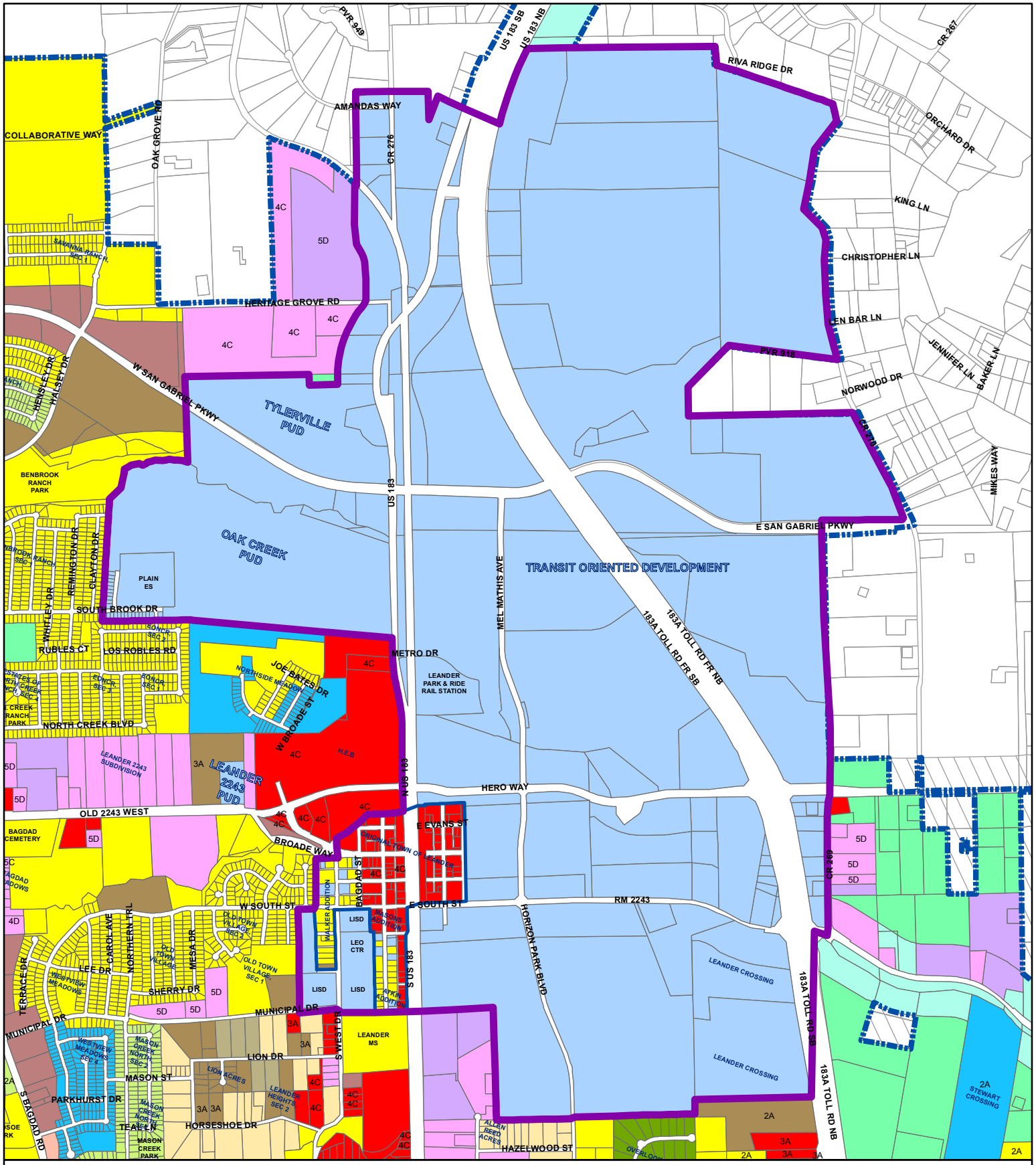


EXHIBIT A
ZONING CASE 14-Z-013

TOD PUD Amendment & SmartCode Update

0 1,000 2,000 3,000
Feet

N

TOD PUD Boundary
City Limits
Future Annexation Per DA
Involuntary Annexation
Voluntary Annexation

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

d) Close Public Hearing

Chairman Seiler closed the public hearing.

e) Discussion

Some discussion took place.

f) Consider Action

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

8. Subdivision Case 14-FP-004: Hold a public hearing and consider action on the Northside Meadow, Phase 2 Final Plat for 17.278 acres more or less; WCAD Parcel R522435; generally located to the northwest of the intersection of Old 2243 W and US 183, more specifically located to the north of Phase 1B of the Northside Meadow Subdivision; Williamson County, Texas. Applicant/Agent: Doucet & Associates on behalf of Continental Homes of Texas, LP.

a) Staff Presentation

Martin Siwek, Planner stated that staff reviewed the request and it has staff approval with conditions stated in the executive summary.

b) Applicant Presentation

Tom Moody with DR Horton spoke about Northside Meadow Final Plat.

c) Open Public Hearing

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

d) Close Public Hearing

Chairman Seiler closed the public hearing.

e) Discussion

No discussion took place.

f) Consider Action

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

9. Zoning Case 14-Z-013: Hold a public hearing and consider action on the rezoning of 2,400 acres, more or less, known as the Transportation Oriented Development District (the "TOD"). The property is an area of approximately 2,400 acres in the Williamson County portion of the City of Leander, Texas as of May 16, 2014, lying generally east of County Road 279 / Bagdad Road, north of East Crystal Falls Roadway, west of County Roads 269 and 270, and south of the San Gabriel River; including US

Highway 183 from generally north of its intersection with Sonny Drive to south of its intersection with High Gabriel East; including the 183A Toll Road from just south of its intersection with High Gabriel East to approximately 2,500 feet south of its intersection with RM 2243, and including the following subdivisions Old Town, and the Original Town of Leander Mason's, Atkin's, and Walker's Additions. The land is also more particularly described in field notes, maps and materials related to the proposed zoning. The property is currently zoned Planned Unit Development ("PUD") and is proposed to be rezoned to amend the PUD to modify the land use plan for the area and to amend the development regulations included in the SmartCode and additional standards applicable to the areas designated as Conventional Development. Applicant: City of Leander

a) Staff Presentation

Tom Yantis, Director of Development Services, presented the case.

b) Open Public Hearing

Chairman Seiler opened the public hearing.

Frank Stiles spoke against the TOD.

Aaron Brewer spoke in favor of the TOD.

Bill Pohl would like to see the CD Sector be more flexible regarding the requirement for alleys on lots under 50 feet wide.

Lance Hughes would like to see a small TOD and the SmartCode simpler and straight forward.

Ray Rodriquez feels the SmartCode is too confusing and has too many requirements.

c) Close Public Hearing

Chairman Seiler closed the public hearing.

d) Discussion

Discussion took place.

e) Consider Action

Commissioner Wixson moved to recommend option B sector map, Commissioner Sokol seconded the motion. Motion passed 6 to 1 with Commissioner Anderson opposing.

Commissioner Anderson moved to recommend more flexible architectural standards, Commissioner Saenz seconded the motion. Motion passed unanimously.

Commissioner Wixon moved to approve the CD sector standards with the addition of a statement to encourage pedestrian amenities on A & B streets to clarify the residential density requirement (Gross or net) and to allow the Planning Director flexibility in applying the alley requirement on lots less than 50 ft wide, Commissioner Sokol seconded the motion. Motion passed unanimously.

Commissioner Sokol motion to approve the amended PUD for the Transportation oriented development district incorporating the recommended clean-up items presented by staff and the items voted on with this agenda item, Commissioner Wixson seconded the motion. Motion passed unanimously.

10. Composite Zoning Ordinance Case 14-OR-003: Hold a public hearing and consider action on amending sections of the Composite Zoning Ordinance, to add the definition of ornamental trees and riparian corridors and to modify the definition of a significant tree, update the site standards regarding landscape requirements, to add and modify requirements for drainage and detention facilities, to amend the site development standards to include the protection of riparian corridors, and to update the parking lot connections requirements. Applicant: City of Leander Planning Department

a) Staff Presentation

Robin Griffin, Senior Planner explained the sections being amended in the Composite Zoning Ordinance.

b) Open Public Hearing

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

c) Close Public Hearing

Chairman Seiler closed the public hearing.

d) Discussion

Discussion took place.

e) Consider Action

Vice Chair Stephenson moved to approve the with the edits and modifications listed below, Commissioner Saenz seconded the motion. Motion passed unanimously.

1. **Include Firewise Community provisions.**
2. **Change the requirement for residential to include a tree survey for the entire property that surveys trees 8 caliper inches and greater. In addition, require mitigation for removed trees that are 8 caliper inches with the replacement ratio of 1" to 1" for trees between 8" to 18" and 2" to 1" for trees over 18".**
3. **Add a penalty for trees that are removed without a permit.**
4. **Clarify the tree species associated with cedar listed in the definition of significant trees.**

June 20, 2014

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

Dear Tom:

As Leander's consultants for your SmartCode and map revisions, we thought it might be helpful to respond to some recent comments, heard in public meetings and in the press, about what was formerly known as the "TOD" planning area, and to summarize your new proposed code and map. Please feel free to share this with the Planning Commission and City Council, and with any other interested parties.

Working closely with your office, and having listened to all stakeholders over the past six months, we presented a new code that is more realistic for today's market conditions. We believe it supports the vision expressed by the community for a more walkable, lively Leander, while providing real choices in neighborhood character, from a rural "tiny town" to a more "small town" feel to more "big town" urban character. Most of the landowners, at the meeting we attended in May, used their comment time to address the old 2005 SmartCode rather than the new proposed 2014 Leander SmartCode. Criticism of the 2005 code, while of interest, is not as helpful as comments on the 2014 draft.

Here is a summary of the most significant changes.

SMARTCODE STANDARDS

- parking minimums removed
- lot width minimums removed
- height minimums removed or reduced
- density minimums removed
- residential building type minimums removed
- mixed use minimums removed
- architectural standards streamlined
- entire code updated from model Version 6 (2005) to the best of the latest versions, v9.2 and an in-house v9.5. It is less repetitive and shorter, and it is easier to find the standards for each Sector or Transect Zone.

These substantial changes offer opportunity for more incremental, small-scale development. For example, a T5 main street can be one story--one of the major requests by your stakeholders.

MAPPING APPROACH & OPTIONS

Landowners shared with us that they were constricted by the Transect Zoning from 2005. The proposed Sector Map addresses this by allowing developers to produce their own Transect Zoning map for each community unit (transit village, village, or crossroads). The rules for these

are broad and flexible, with a range of percentages of Transect Zones permitted. Property owners and developers can decide for themselves where the main street or center of the community should be, and how big the community should be.

Further,

- The options in the new Conventional Development Sector have been increased. And the use of the SmartCode made optional in the CD Sector.
- The options for using either code in Old Town are still in place, and the SmartCode standards are more flexible.
- The options for Transect Zoning in the SmartCode Sectors S1 and S2 are much more open than before.

Of the three map options provided on May 6, we recommend Option A which includes the largest of the three land areas proposed to be regulated by the SmartCode. A City the size of Leander can surely support this much walkable development—particularly since it is centered on a coveted light rail stop. This would allow Old Town the ability to expand its historic walkable pattern without running into auto-dominated sprawl projects. Otherwise, Old Town may become isolated.

Leander residents should be aware that once land is removed from the SmartCode Sectors, it is unlikely that it will ever be developed as a walkable place, having been sold off in pieces and developed as sprawl.

PERMITTING PROCESS

In the 2014 Leander SmartCode, the process for submitting such community plans (Concept Plans, Preliminary Plats, and Final Plats) is now streamlined within the area regulated by the SmartCode. Approvals not requiring variances may be obtained administratively, without a time-consuming and costly public process. This change recognizes that the vision and standards for communities were already vetted through the public process that led to the drafting of the new code, so applicants would not have to go through that again.

Those landowners asking to be removed from the SmartCode Sector area so they can develop conventionally should be aware that they are giving up the potential for this expedited process.

ACREAGE OF SMARTCODE AREA

We heard the feedback from nearly everyone that the SmartCode area was too large. We agreed with those who said it should not be mandatory east of the tollway, and in our new maps, reduced the mandatory SmartCode area down to only 30% of the previous map. Even so, we heard from a stakeholder that there are no other “TODs” in America as large as what we are still proposing in Option A (640 acres regulated). We explained that the 640-acre SmartCode planning area could encompass more than just a “TOD” or Transit-Oriented Development. Some of it is appropriate for a TOD, while other areas are more appropriate for less intense development, but still walkable. And it does not all have to be developed; some land may be set aside for parks or greenways, for example.

In any case, SmartCodes regulate much, much larger areas in numerous towns and cities around the country. To name just a few:

- El Paso, Texas: SmartCode adopted as option citywide 2008. 160,320 acres.
- Montgomery, Alabama: SmartCode adopted citywide as option, 2005, 155 sq mi or 99,200 acres. Transect Zoned mandatory mapped areas total approximately 1200 acres.
- Miami, Florida: Transect Zoned and adopted SmartCode citywide 2009, 55 square miles or 35,200 acres.
- Bradenton, Florida, SmartCode adopted for downtown 2011. 1830 acres.
- Dardienne Prairie, Missouri, SmartCode adopted for uptown 2007. 2816 acres.
-San Antonio, Texas, mandatory SmartCode Sector Plan for City South, 2005. 56,320 acres.

It is very common for a "new town" according to SmartCode principles to encompass several pedestrian sheds or community units. Some examples include:
Kentlands/Lakelands, Gaithersburg MD - 700 acres (now a thriving 25-year-old town)
Hampstead, Montgomery AL – 425 acres (about three ped sheds.)
New Town St. Charles, Missouri, SmartCode 2003, 755 acres.

GENERAL THOUGHTS
While we are not marketing experts, our sense as planners and urbanists is that an emphasis on the Leander station area as a "destination" for outsiders may not be sustainable. If instead the emphasis is on the quality of life for the residents, then Leander will always have constituents, customers, taxpayers, contributors – i.e., citizens. Why not bring the idea of "destination" down to the scale of the neighborhood? The new SmartCode can provide a walkable destination every day for the residents of each neighborhood. They'll have a choice, and not be forced to drive to a store, a church, a park, or the train station. If they are among the 50% of Americans who do not drive, like the elderly, or children, they won't be isolated, or always dependent on drivers.

Tom, as you stated in the May 6 meeting, everyone agrees that the old "TOD" code that is in place now is not working. Therefore we join you in urging Leander to give the new 2014 Leander SmartCode a try, and then give it some room to breathe. After all, codes are living documents. Nothing is written in stone, and there will certainly be amendments in the future, as with any code, if something is not working.

The code is for all the people who live in, and are going to live in, the center of Leander. We congratulate you on your vision for this important area, and share your desire to see it succeed.

Sincerely,

Sandy Sorlien, Smartcode Local
and
Mike Watkins, MICHAEL WATKINS ARCHITECT, LLC

AGENDA ITEM # 23

Executive Summary

July 17, 2014

Agenda Subject: Consideration of the assignment and assumption of the Randall's development agreement from Randall's Food and Drugs, LP to Property Development Centers, LLC.

Background: The City Council approved a development agreement with Randall's Food and Drugs, LP on October 4, 2012 relating to the development of a Randall's grocery store and retail center at the southwest corner of Lakeline and Crystal Falls. Randall's has requested that the agreement be assigned to their development entity.

Origination: Applicant: David Hardin, Real Estate Director, on behalf of Randall's

Recommendation: Staff recommends conducting the second public hearing

Attachments:

1. Assignment and Assumption Request
2. Original Development Agreement

Prepared by: Tom Yantis, AICP
Director of Development Services

7/9/2014

June 27, 2014

Mr. Kent Cagle
City Manager
City of Leander, Texas
200 West Willis Street
Leander, TX 78641

Subject: Assignment and Assumption Agreement

Dear Mr. Cagle:

As we move forward to develop the Randalls grocery store and adjoining shopping center, step one is to put the property into our development entity and have all Randalls rights and obligations assigned to them. A brief Assignment and Assumption Agreement is enclosed for your review and signature. Please return four originals so we can get one fully executed original back to you for your files.

A copy of the development agreement between the City and Randalls is attached for your convenience. Please call me if you have any questions or concerns.

Best regards,

David P. Hardin
Real Estate Director
3663 Briarpark Drive
Houston, TX 77042
Tel: (713) 268-3897
Fax: (713) 268-3601
E-mail: David.hardin@safeway.com

ASSIGNMENT AND ASSUMPTION

RANDALL'S FOOD & DRUGS LP, a Delaware limited partnership ("Assignor"), hereby assigns, sets over and transfers to PROPERTY DEVELOPMENT CENTERS LLC, a Delaware limited liability company, doing business in the State of Texas as Texas Property Development Centers, LLC ("Assignee"), its successors and assigns, all of Assignor's interest in that certain Development Agreement For The Randall's Food Store and Shopping Center ("Development Agreement"), dated September 27, 2012, by and between Assignor and the City of Leander, Texas, a home-rule municipal corporation ("City").

Assignee hereby accepts said assignment and covenants with Assignor that Assignee, its successors and assigns, hereby assumes and will henceforth perform or cause to be performed all of the obligations of every nature contained in said Development Agreement.

City consents to the assignment and releases Assignor from its obligations under the Development Agreement.

This Assignment and Assumption shall be effective as of June ___, 2014.

ASSIGNOR:

RANDALL'S FOOD & DRUGS LP,
a Delaware limited partnership

By: Randall's Food Markets, Inc.,
a Delaware corporation, its
General Partner

By:_____
Name:_____
Title: Assistant Vice President

By:_____
Name:_____
Title: Assistant Secretary

Form Approved: ____

ASSIGNEE:

PROPERTY DEVELOPMENT CENTERS LLC,
a Delaware limited liability company, doing business in the State of Texas as Texas Property Development Centers, LLC

By: Safeway Inc.,
a Delaware corporation, its
Sole and Managing Member

By:_____
Name:_____
Title: Assistant Vice President

By:_____
Name:_____
Title: Assistant Secretary

Form Approved: ____

CITY:

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

By: _____
Name: Kent Cagle
Title: City Manager

DEVELOPMENT AGREEMENT
FOR THE RANDALL'S FOOD STORE AND SHOPPING CENTER

This Development Agreement For The Randall's Food Store and Shopping Center (this "**Agreement**") is made, entered into and effective as of the 27th day of September, 2012 (the "**Effective Date**"), by and between the **City of Leander, Texas**, a home-rule municipal corporation (the "**City**") and **Randall's Food & Drugs LP** , a Delaware limited partnership ("**Developer**"). The City and Developer are sometimes referred to herein as the "**Parties**". The Parties agree as follows.

RECITALS

Whereas, Developer owns or will acquire the real property described in Section 1.01 below (the "**Property**");

Whereas, Developer will develop and construct the Randall's Store, the Retail Shopping Center and the Improvements, as hereinafter defined, on the Property (the Randall's Store and the Retail Shopping Center are sometimes collectively referred to herein as the "**Project**");

Whereas, Developer operation and maintenance of the Randall's Store, and construction of the Retail Shopping Center, will provide a community service and public convenience;

Whereas, the construction, operation and maintenance of the Project will enhance the City's ad valorem tax base and sales and use tax revenues, will create new employment opportunities, and will contribute to the overall economic development of the City;

Whereas, for and in consideration of the waiver of building permit and site development fees described herein, Developer will obtain a certificate of occupancy for the Randall's Store, and obtain a final inspection of and have the Retail Shopping Center buildings ready for tenant occupancy, not later than two (2) years after the extension of Lakeline Boulevard to FM 2243 is completed ("**Lakeline Boulevard**"); and

Whereas, the City desires to assist the economic development of the City by providing financial assistance to Developer, so that the Project will be situated on the Property, and the Randall's Store and Retail Shopping Center will be constructed, operated and maintained in a manner that contributes to the quality of life and economy of the City.

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements, and conditions contained in this Agreement, and other good and valuable consideration, the Parties incorporate the foregoing Recitals into this Agreement as if incorporated herein verbatim, and the City and Developer contract, covenant and agree as follows:

Article 1.
Definitions

Section 1.01. The following words, terms and phrases shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. Capitalized

words, terms and phrases not defined in this section but otherwise defined in this Agreement shall have the meaning given as defined in other sections of this Agreement. Words not defined in this Agreement shall have their common meaning and be construed in the context used in this Agreement. Words used in the present tense include the future tense. Words used in the plural include the singular, and words in the singular include the plural. The word "shall" is mandatory. The word "herein" means in this Agreement. The words "used or occupied" as to land or building shall be construed to include the words intended, arranged, or designed to be used or occupied.

(a) "Applicable Regulations" means and includes the applicable federal and state laws, rules and regulations, and the City Charter and ordinances, rules and regulations of the City.

(b) "Certificate of Occupancy" means a permit or authorization issued by the City that authorizes occupancy of a structure after the structure has been constructed and completed in compliance with all applicable codes, ordinances, rules and regulations.

(c) "Comply" and "compliance" mean timely, full, and complete performance of each and every requirement, obligation, duty, condition, or warranty as stated in this Agreement. The words "Comply" and 'compliance" mean complete compliance and do not mean substantial compliance, unless otherwise specifically stated.

(d) "Construct" and "construction" mean construction in a good and workmanlike manner and in compliance with Applicable Regulations.

(e) "Default" means failure to comply timely, fully, and completely with one or more requirements, obligations, duties, terms, conditions or warranties set forth in this Agreement, after any applicable notice and cure period provided in Section 12.01 hereinbelow.

(f) "Detention Pond" means the existing detention/water quality facility that is owned by the City, abuts Lakeline Boulevard and the Property, and is described and shown on **Exhibit "A"** attached hereto and incorporated herein by reference for all purposes.

(g) "Improvements" means all required water, wastewater, Drainage Improvements, Roadway Improvements, streets, driveway, parking areas, landscaping and other amenities and improvements within and outside the boundaries of the Property that are required to serve the Project, including, but not limited to, the Randall's Store and the Retail Shopping Center, and specifically excluding any such construction, work, driveways, streets or facilities that are required to serve individual Townhouses.

(h) "Property" means the real property, located within the City at the southwest corner of Lakeline Boulevard and Crystal Falls Parkway, described in **Exhibit "B"** attached hereto and incorporated herein by reference for all purposes.

(i) "Randall's Store" means a Randall's grocery store that has 58,000 square feet, or more, of heated and cooled space under roof.

(j) "Retail Occupants" means (collectively) Randall's, and the retail stores, banks, and persons leasing or owning space and conducting business within the Retail Shopping Center.

(k) "Retail Shopping Center" means a building, or buildings, that is in addition to the Randall's Store, that has an aggregate of 23,000 square feet, or more, of heated and cooled space under roof that is designed for and to be occupied by retail shops and retail service providers. In addition to the Retail Shopping Center, Developer may develop pad sites along Crystal Falls Parkway.

(l) "Townhouse Tract" means the area shown on the Crystal Falls Town Center Conceptual Site Plan attached hereto as **Exhibit "D"** as being planned for the development of Townhouses.

Article 2.
Purposes, Term and Consideration

2.01. Developer owns or has a contractual right to purchase, and has made application for and obtained the rezoning of, the Property.

(a) Developer has submitted to the City a proposal for development of the Property that will include the Randall's Food Store, the Retail Shopping Center and the Improvements. It is the intent of this Agreement that the Project will generally be laid out, planned, developed and constructed in compliance with the Conceptual Site Plan attached hereto and incorporated herein for all purposes as **Exhibit "C"** (the "**Conceptual Site Plan**"), for the uses and occupancies generally referenced and described in this Agreement, according to and in compliance with the requirements of the Applicable Regulations, this Agreement, and the site development plans hereinafter approved by the City.

(b) Developer desires to develop the Property for the Project, obtain water service, wastewater service, adequate drainage and improved traffic access for the Project, and to purchase the Detention Pond from the City. In order to provide water, wastewater, drainage and improved traffic access to the Project, it is necessary to construct certain improvements to extend adequate water and wastewater services as necessary, provide for drainage, detention and water quality of storm water and to provide for increased traffic access to the Property as provided in this Agreement and in the plats and construction drawings approved by the City. The construction of the "Drainage Improvements", as defined in Section 4.01 below, will provide the storm water detention capacity and water quality assets required for the Project and the additional storm water detention/water quality capacity necessary to replace the capacity of the Detention Pond.

2.02. Developer will benefit from this Agreement by virtue of the City services that will be made available to the Property, the City's participation in the Cost of the Project (as hereinafter defined) as provided in Article 9, the City's agreement to sell the Detention Pond to Developer for and consideration of the Developer paying to the City Three and 90/100 Dollars ($3.90) per square foot of the land on which the Detention Pond is located and Developer replacing the detention/water quality capacity of the Detention Pond, in addition to providing additional detention/water quality capacity required for the Project, and the certainty and assurance in the

conditions, terms, and restrictions applicable to the development of the Property and Project. The City will benefit from this Agreement by virtue of the creation of jobs within the City and the increased sales and ad valorem taxes that the City will realize.

2.03. The benefits to the Parties set forth in Section 2.02 above, plus the mutual promises expressed herein, are good and valuable consideration for this Agreement, the sufficiency of which is hereby acknowledged by both Parties.

2.04. The term of this Agreement shall begin on the Effective Date and end two (2) years after the date that the construction of Lakeline Boulevard is accepted by the City or by Williamson County, Texas, (the "**County**") as complete (the "**Term**"), provided the Term of this Agreement shall expire earlier on the occurrence of a Default by Developer in the performance of this Agreement. Upon the expiration of this Agreement any and all rights of Developer pursuant to this Agreement shall terminate and expire; provided, however, that if a Default has not occurred, or a Default has occurred, but Developer has paid all applicable site development and building permit fees, all zoning, building permits, and City approved construction, Drainage Improvements, street modification and signage plans shall survive the termination of this Agreement.

Article 3
Development of the Project

3.01. Applicable Regulations. Developer shall plan, design, plat, build-out and complete the Project, in compliance with good engineering practices, the Applicable Regulations and this Agreement.

3.02. Design and Construction. Developer shall, at Developer's sole cost and expense, finance, design, construct and install: (a) all Drainage Improvements as defined in Section 4.01 below; and (b) all streets, detention/water quality and drainage facilities, parking areas, landscaping and other amenities and improvements within and outside the boundaries of the Property that are required for the Project. Developer shall construct and install the Project, in compliance with the Applicable Regulations and plans and specifications approved by the City, and Developer shall not receive any rebate or contribution from the City for any part or portion of any amenity or improvement required to be constructed within the Property, or for the Project.

Article 4.
Design and Construction of the Drainage Improvements

4.01. Developer Responsible for Constructing Drainage Improvements. Developer shall be solely responsible for the design and construction of all drainage improvements and facilities required for the Project. The drainage improvements required to be constructed by Developer will include a new detention pond (the "**Replacement Detention Pond**"). The Replacement Detention Pond will have detention/water quality capacity equal to the capacity of the Detention Pond that the City is conveying to Developer plus the detention/water quality capacity required to serve the Project and the Townhouse Tract.

(a) The drainage improvements shall consist of all drainage improvements that are required by the Applicable Regulations, good engineering practices, and this Section 4.01, to be constructed for the Project, and such drainage improvements shall include the Replacement Detention Pond (collectively the "**Drainage Improvements**").

(b) . The Replacement Detention Pond will be located at the site shown on **Exhibit "D"** and an easement for drainage, storm water detention and water quality as preliminarily generally shown on the attached **Exhibit "H"** (subject to change by Developer in connection with the design and construction of the Drainage Improvements) shall be granted to the City on or before completion of the Drainage Improvements and before the conveyance of the Detention Pond to Developer pursuant to Section 4.03 below. The Replacement Detention Pond will be conveyed by Special Warranty Deed, subject to the easement, to the Crystal Falls Home Owner's Association ("**Crystal Falls HOA**"). The Crystal Falls HOA shall have the duty and responsibility to operate and maintain the Replacement Detention Pond until such time, if any, that the City Council of the City releases the operation and maintenance obligations. The easement to the City shall be on the land on which the Replacement Detention Pond is to be located, and the Replacement Detention Pond shall be operated and maintained at no cost to the City.

4.02. Detention Pond. Developer will purchase the Detention Pond from the City for and in consideration of payment to the City of (a) a cash amount equal to the current market value of Three and 90/100 Dollars ($3.90) per square foot of the land, and (b) as additional compensation for the City's conveyance of the Detention Pond to Developer, Developer will add to and increase the size and capacity of the detention/water quality pond required for the Project as required by Section 4.01.

4.03. Conveyance of Detention Pond. Developer shall build, construct and install the Replacement Detention Pond as defined in Section 4.01 above prior to the demolition or removal of the Detention Pond. Upon the completion of construction and approval of the Drainage Improvements constructed by Developer, the City will, by Special Warranty Deed, sell and convey the Detention Pond to Developer for and in consideration of the compensation provided in Section 4.02.

Article 5.
Design and Construction of the Roadway Improvements

5.01. The roadway improvements shall consist of deceleration turn lanes and median cuts on Lakeline Boulevard and on Crystal Falls Parkway that are designed, constructed and installed in compliance with this Agreement and good engineering practices (the "**Roadway Improvements**"). The Roadway Improvements, median breaks and curb cuts will be constructed in compliance with, and at the locations shown on, **Exhibit "E"**, attached hereto and incorporated herein for all purposes.

Article 6.
Project Engineer

6.01. A qualified professional engineering firm, LJA Engineering, Inc. or other qualified professional engineering firm, employed by Developer and approved by the City (the "**Project Engineer**"), will act as Engineer for the Roadway Improvements and the Drainage Improvements. The Project Engineer will prepare the design, construction plans and specifications, and supporting documentation for the Roadway Improvements, in compliance with this Agreement, all applicable professional standards and duties, and good engineering practices. The Project Engineer will submit to the City Engineer, for review and approval in accordance with this Section and Section 8.01, the design, plans and specifications for the Drainage Improvements and Roadway Improvements.

Article 7.
Cost of the Project

7.01. All costs and expenses for the Project, including, but not limited to the Drainage Improvements and the Roadway Improvements, shall be paid by Developer as they become due. The City will not bear or pay any part or portion of the Cost of the Project, except as specifically provided in Article 9.

7.02. Developer shall fund and pay for the design, construction and installation of the Drainage Improvements as provided in this Agreement, in a timely manner, and at the sole cost and expense of the Developer.

7.03. Developer shall fund and pay for the design, construction and installation of the Roadway Improvements as provided in this Agreement, in a timely manner, and at the sole cost and expense of the Developer.

7.04. Developer shall not receive any rebate or contribution from the City for any portion of any amenity or improvement that is constructed either off-site, or on-site within or outside the boundaries of the Property, or any other cost or expense whatsoever, save and except only for the obligations and performances specifically required to be performed by the City pursuant to the terms of Article 9 of this Agreement.

7.05. Developer and its grantees, lessees, successors and assigns, shall pay to the City all fees and charges provided for or established by the Applicable Regulations, for or with respect to the development of the Property; save and except as specifically provided in Article 9.

Article 8.
Plans, Specifications and Performance

8.01. Developer hereby further agrees to:

(a) contract with Project Engineer for the preparation of the design, plans and specifications and the provision of the services anticipated to be performed by Project Engineer

with respect to the Drainage Improvements and the Roadway Improvements, pursuant to and in a manner consistent with the intent of this Agreement;

(b) review and approve the plans and specifications for construction of the Drainage Improvements and the Roadway Improvements;

(c) cause Project Engineer to submit all plans and specifications to the engineer for the City ("**City Engineer**") for review and approval;

(d) work and coordinate with the City to assure that the Drainage Improvements and Roadway Improvements are timely constructed in accordance with the plans and specifications approved by City Engineer;

(e) coordinate with, and obtain all permits, reviews and approvals lawfully required by, Williamson County, the City, the State of Texas and any agency of the State;

(f) develop and construct the Randall's Store and Retail Shopping Center in compliance with the approved zoning, and the Applicable Regulations, and make timely and compliant applications for all permits required by the Applicable Regulations;

(g) obtain a final Certificate of Occupancy for the Randall's Store and the Retail Shopping Center on or on or before two (2) years after the date that the extension of Lakeline Boulevard to FM 2243 is accepted by the City or by Williamson County, Texas, as complete;

(h) cause all water and wastewater extensions, connections and facilities, utility extensions, on-site drainage grading and facilities, and all other infrastructure and construction of every nature and kind whatsoever that is necessary and required for the Property to be completed in compliance with the Applicable Regulations, and the plats and construction plans that are approved by the City, at the sole cost, expense and responsibility of Developer;

(i) reimburse the City monthly for the reasonable costs and expenses incurred by the City for legal fees with respect to this Agreement, or to acquire or convey property (including by eminent domain) that is required for development of the Property, and any out-of-pocket costs incurred for third party professional engineering services by reason of a dispute between Project Engineer and City Engineer, and related costs and expenses, with respect to the Project and this Agreement;

(j) pay, or cause its grantees, successors and assigns, to pay the water and wastewater impact fees and tap fees, and all other fees and charges established by the Applicable Regulations and applicable to the development of the Project save and except as specifically provided in Article 9;

(k) provide the City with adequate security, by cash deposit or letter of credit, prior to the start of construction of the Roadway Improvements, to assure timely final completion and acceptance of the Roadway Improvements in compliance with the Applicable Regulations; and

(l) comply with the approved conceptual landscape and tree preservation plan attached as **Exhibit "F"** at the time that the Site Development Permit is issued.

8.02. The City hereby further agrees to:

(a) review and approve the design, plans and specifications for the construction of the Drainage Improvements and the Roadway Improvements, and after the completion of the construction in accordance with the approved plans, specifications, and good engineering practices, separately approve the Drainage Improvements and the Roadway Improvements, and not unreasonably withhold, delay or condition any such requested approvals; provided, however, that requiring compliance with, and review and approvals completed in compliance with, the Applicable Regulations shall not be deemed unreasonable condition or delay;

(b) conduct a timely review of all submittals by Developer, its grantees and lessees, as each submittal is made, and the City will review such submittals individually and will not require a complete set of plans in order to initiate the review;

(c) review and process the site development plan applications for the Property, and for any portions thereof, including, but not limited to, a site development plan for the Randall's Store and the Retail Shopping Center, in a timely and expeditious manner, and issue building permits for the Randall's Store and Retail Shopping Center, as appropriate, based on plans submitted contemporaneously with the issuance of the site development permit;

(d) issue the Certificate(s) of Occupancy ("**CO**") for the Property "per shop" and, in the Retail Shopping Center, to issue a CO for each store with common walls and a roof; including issuance of a temporary CO for the Randall's Store, and retail shop(s) within the Retail Shopping Center, once the exterior structure is complete (and prior to completion of landscaping, environmental or other controls), in order to allow Randall's, its grantees, lessees and successors to store furnishings and products within the store after it is substantially completed;

(e) during the design and construction of the Drainage Improvements, Roadway Improvements and the development of the Project, review and approve permit applications and necessary change order requests, as appropriate, and perform all inspections of the Drainage Improvements, Roadway Improvements and Project in a timely manner and not unreasonably withhold, delay or condition such applications and requests; ; provided, however, that requiring compliance with, and review and approvals completed in compliance with the Applicable Regulations shall not be deemed unreasonable condition or delay;

(f) accept one or more surety bonds, cash deposits, or letters of credit issued by a bank that is acceptable to the City, as security to assure the completion and acceptance of the Roadway Improvements;

(g) provide water and wastewater services to the Property upon the issuance of Certificates of Occupancy for the Project on the same terms and conditions that are provided to all other areas of the City; and

(h) calculate and determine the amount of water service for buildings or facilities located within the Project as provided in the Applicable Regulations requiring payment of the fees at the rate that is in effect when the fees become due and payable.

(i) allow for three (3) car stacking at the pharmacy drive-thru for the Randall's Store.

(j) allow up to 5 % EIFS material on the exterior of each building in the Project; and

(k) upon application(s) being filed with the City, approve sign permits for the Multi-Tenant Monument Sign, three Single Tenant Monument Signs and the Fuel Monument Sign that are shown on **Exhibit "G"** attached to this Agreement.

Article 9
Waiver of Certain Fees

9.01. Economic Development Incentive. (a) Waiver Grant. Subject to the terms, limitations and provisions of this Section 9.01 and Developer's full and timely performance of, and compliance with, each of the requirements and conditions precedent set forth in this Agreement, the City agrees to grant to Developer an economic development incentive equal to the site development and building permit fees payable to the City, pursuant to the Applicable Regulations.

(b) Waiver of Certain Fees. Subject to Developer completing and obtaining a Certificate of Occupancy for the Randall's Store and the Retail Shopping Center within two (2) years after the date the extension of Lakeline Boulevard to FM 2243 is accepted as complete by the City or by the County, the City waives Developer's payment of the site development and building permit fees for the Project.

(c) Termination of Waiver of Fee Payments. Notwithstanding any other term or provision of this Agreement to the contrary, if Developer does not obtain a Certificate of Occupancy for the Randall's Store and the Retail Shopping Center on or before the second anniversary date of the acceptance by the City or the County of the extension of Lakeline Boulevard to FM 2243 the waiver of the site development and building permit fees shall terminate. Upon such termination Developer promptly shall pay to the City the site development and building permit fees then established by the Applicable Regulations for site development permit and all building permits issued for the Project by the City, and no Certificate of Occupancy shall be issued for the Project until such fees are paid.

9.02. Performance By Developer. Developer shall perform all the duties and responsibilities of Developer as set forth and provided in the foregoing Articles of this Agreement, and not be or remain in Default of any such duty or obligation after notice and opportunity to cure. The occurrence of an uncured Default by Developer and failure to perform an obligation under any Section or Article of this Agreement, excluding this Article 9, shall be and constitute a failure by Developer to perform under this Article 9.

9.03. Performance Criteria. Developer further agrees and covenants that it shall comply with all of the following, and the failure to so perform will be an un-curable Default:

(a) Developer shall cause the design, plans and specifications for the installation and construction of the Project, in compliance with an approved Site Development Plan, including, but not limited to, the Project, to be completed by Project Engineer as provided in this Agreement, and approved by City Engineer on or before the expiration of one (1) year from the completion date of the extension of Lakeline Boulevard to FM 2243;

(b) Developer shall apply for a building permit for construction of the Project on or before one (1) year from the completion date of the extension of Lakeline Boulevard to FM 2243;

(c) Developer shall complete construction and obtain final approval from the City of the Project on or before two (2) years following the completion date of the extension of Lakeline Boulevard to FM 2243;

(d) Developer shall cause the Randall's Store to be open for business and fully operational, and the Retail Shopping Center to be constructed and available for occupancy, on or before two (2) years following the completion date of the extension of Lakeline Boulevard to FM 2243 (collectively the "**Performance Criteria**"); and

(e) Developer's failure to comply with any one of these Performance Criteria shall result in an un-curable Default and termination of the waiver of site development and building permit fees.

9.04. Forfeiture. Developer shall forfeit any and all rights to the waiver of the payment of site development and building permit fees set forth in Section 9.01(b) above if Developer fails to meet and comply with the Performance Criteria. If Developer Defaults by failing to comply with the Performance Criteria set forth in Section 9.03 above, all rights of Developer pursuant to this Article 9 shall terminate. If Developer otherwise Defaults in the performance of this Agreement, and fails to timely cure such Default after receipt of written notice of Default from the City, this Agreement shall terminate, except for the provisions of this Agreement, including, but not limited to, Section 12.03 which specifically shall survive termination.

9.05. Default of Performance Criteria. Notwithstanding any other term or provision of this Agreement, a Default by reason of Developer's failing to comply with a Performance Criteria provided in Section 9.02 above is not curable and notice of such Default is not required.

Article 10.
Eminent Domain

10.01. The City agrees to provide the use of all City lands, rights-of-way and easements, as appropriate, and to provide further required easements or fee ownership as may be necessary and useful for the construction of the Roadway Improvements, and the location of water and wastewater lines and facilities that are needed to serve the Property. It is acknowledged that, if a sufficient water supply or wastewater service is not available at the Property for the use and

operation of the Project without reducing or interfering with the water availability or wastewater service to persons being served by the water or wastewater lines located in the right-of-way abutting the Property, the required water supply or wastewater lines being a public necessity, the City agrees to use its power of eminent domain to acquire such lands or easements, if necessary. In the event any such eminent domain is required and undertaken by City, the cost and expense thereof shall be paid by Developer.

Article 11.
Assignment of Commitments and Obligations

11.01. Developer's rights and obligations under this Agreement may not be assigned without such assignment being first approved and consented to by the City Council of the City, which approval and consent shall not be unreasonably withheld or delayed. Developer may, however, sell or lease pad sites and/or all or portions of the Retail Shopping Center, and any such sale or lease shall not be deemed an assignment of this Agreement; provided, however, in such event, (a) Developer shall contractually require any such lessee or purchaser to comply with the terms of this Agreement and develop a Retail Shopping Center or portion thereof in accordance with Conceptual Site Plan attached hereto as **Exhibit "C"**; (b) Developer shall enforce the obligation of such lessee or purchaser to comply with such contractual obligations; and (c) Developer shall remain responsible for the performance of all obligations of Developer hereunder with regard to the portion of the Retail Shopping Center so leased or sold. The development of any portion of the Project by one or more purchasers of portions of the Project (other than pad sites) in a manner that is inconsistent with the Conceptual Site Plan attached hereto in any material respect shall require the development plans therefor to be approved and consented to by City Council of the City, which approval shall not be unreasonably withheld or delayed; provided, however, the size of a pad site, the size of the building thereon and the configuration of a pad site may be modified without such City approvals so long as such modified design complies with all applicable City requirements for parking ratios, water quality, landscape and driveways.

11.02. This Agreement shall be binding upon the Parties, their successors and assigns.

Article 12.
Default

12.01. A party shall not be deemed to have committed a curable Default hereunder until the passage of thirty (30) business days after receipt by such party of notice of default from the other party. Upon the passage of thirty (30) business days without cure of the Default, such party shall be deemed to have defaulted for purposes of this Agreement; provided that, if the Default is not an un-curable default and the nature of the curable Default is such that it cannot reasonably be cured within the thirty (30) day period, the party receiving the notice of Default may during such initial thirty (30) day period for cure give the other party written notice that it has commenced cure within the thirty (30) day period and will diligently and continuously prosecute the cure to completion as reasonably soon as possible, and such written notice together with diligent and continuous prosecution of the cure shall extend the time permitted for cure for up to ninety (90) calendar days so long as the cure is being diligently and continuously pursued during such time; and provided further that, if the cure cannot be reasonably accomplished within the ninety (90)

calendar day period but the applicable facts, circumstances and progress establish that a cure will be obtained within a reasonable period of time following the expiration of the ninety (90) calendar day period, the time for cure will be extended for an additional period of time as mutually agreed by the parties provided, further, that if a Default is not cured within the applicable time period of thirty (30) business days, or, as applicable, written notice having been given and cure being commenced and diligently and continuously prosecuted, within ninety (90) calendar days after the giving of the written notice, or, as otherwise applicable, within the time mutually agreed by the parties due to the defaulting party not being able to obtain a cure within ninety (90) calendar days after the defaulting party gives written notice that it is commencing cure, the non-defaulting party may terminate this Agreement. Notice of Default shall not be required if the Default is an un-curable Default.

12.02. Provided Developer or Developer's construction lender has given the City advance written notice providing the name and address of the Developer's construction lender, the City shall give written notice of any curable Default by Developer to Developer's construction lender. If Developer or Developer's construction lender has provided the City with such advance written notice, no notice of a curable Default by the City to Developer shall be deemed effective until it is served on Developer's construction lender. Developer's construction lender shall have the right to correct or cure any such failure within the same period of time after receipt of such notice as is given to Developer under this Agreement to correct or cure failures. The City will accept performance by either or both of Developer's construction lender and any anchor tenant of any covenant, condition or agreement on Developer's part to be performed hereunder with the same force and effect as though performed by Developer.

12.03. Notwithstanding any provisions of this Agreement to the contrary, in the event of any Default by Developer and/or the termination of this Agreement by the City, excluding enforcement of the Applicable Regulations and requirements to complete the Project in compliance with Exhibit "C", the City's sole remedies in such event shall be as set forth in Article 9 of this Agreement, and Developer's permits, pond relocation, landscape and sign approvals, and all variances granted to Developer by the City shall survive such default or termination and remain in full force and effect thereafter.

Article 13.
Force Majeure

13.01. The term "force majeure" as employed herein shall mean and refer to acts of God; strikes, lockouts, or other industrial disturbances: acts of public enemies, orders of any kind of the government of the United States, including, but not limited to, the State of Texas or any civil or military authority; insurrections; riots; epidemic; landslides; lightning, earthquakes; fires, hurricanes; storms, floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery, pipelines, or canals; or other causes not reasonably within the control of the party claiming such inability. The term "force majeure" will specifically include an attack by terrorists within the United States, that results in a disruption of the financial markets for a period of more than thirty (30) days.

13.02. If, by reason of force majeure, any party hereto shall be rendered wholly or partially unable to carry out its obligations under this Agreement, then such party shall give written notice of the full particulars of such force majeure to the other party within thirty (30) days after the occurrence thereof.

13.03. The obligations of the party giving such notice, to the extent affected by the force majeure, shall be suspended during the continuance of the inability claimed if found appropriate by the Party receiving the notice, in its reasonable business judgment, except as hereinafter provided, but for no longer period, and the party shall endeavor to remove or overcome such inability with all reasonable dispatch, and the term of this Agreement shall be extended for such period of suspension.

13.04. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require that the settlement be unfavorable in the judgment of the party having the difficulty.

Article 14.
Notices

14.01. Any notice to be given hereunder by any party to another party shall be in writing and may be effected by personal delivery or by sending said notices by registered or certified mail, return receipt requested, to the address set forth below or sent by a recognized overnight courier service such as Federal Express. Notice shall be deemed given when deposited with the United States Postal Service with sufficient postage affixed, or if sent by overnight courier, the next business day after it is sent.

Any notice mailed to the City shall be addressed:

City of Leander

Attn: Kent Cagle, City Manager
200 West Willis
P.O. Box 319
Leander, Texas 78646-0319
Telephone: (512) 528-2700
Facsimile: (512) 528-2831
e-mail: kcagle@leandertx.gov

with copy to:

McKamie & Krueger
Attorneys at Law
Executive Office Terrace
223 West Anderson Lane, Suite A105
Austin, Texas 78752
Telephone: (512) 323-5778
Facsimile: (512) 323-5773
e-mail: attorneys@cityattorneytexas.com

Any notice mailed to Developer shall be addressed:

Randall's Food & Drugs LP
Real Estate Department
3663 Briarpark Drive
Houston, TX 77042
Telephone: (713) 268-3897
Facsimile: (713) 268-3601
email: david.hardin@safeway.com

With Copy to:

Safeway, Inc.
Real Estate Law Department
5918 Stoneridge Mall Rd.
Pleasanton, CA 94588
Telephone: 925-226-5702
Facsimile: 925-467-3224

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

Article 15.
Entire Agreement

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

Article 16.
Effective Date

16.01. This Agreement shall be effective as of the Effective Date first provided above in the opening paragraph of this Agreement.

Article 17.
Texas Law Governs

17.01. Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Williamson County, Texas. Venue shall lie exclusively in the State District Courts located in Williamson County, Texas.

Article 18.
Time of the Essence

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

Article 19.
Litigation Expense

19.01. Attorney Fees and Costs. A Party shall not be liable to the other Party for attorney fees or costs incurred in connection with any litigation between the Parties, or in any action, process or proceeding in which a Party seeks to obtain a remedy from the other Party, including appeals and any post-judgment proceedings.

Article 20.
Counterparts

20.01. Counterparts. To facilitate execution of this Agreement, this Agreement may be executed in multiple counterparts, each of which, when assembled to include an original signature of each party contemplated to sign this Agreement, will constitute a complete and fully executed original. All such fully executed original counterparts will collectively constitute a single agreement.

[Remainder of Page Intentionally Left Blank;
Signature Page Follows]

EXECUTED in multiple originals and effective as of the Effective Date set forth above.

CITY:

City of Leander, Texas

Attest:

By: Debbie Haile
Debbie Haile, City Secretary

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

DEVELOPER:

RANDALL'S FOOD & DRUGS LP
a Delaware limited partnership

By: Randall's Food Markets, Inc., a Delaware corporation,
its General Partner

By: Wendell Mitchell
Name: Wendell Mitchell
Title: Assistant Vice President

By: Denise M. Roman
Name: Denise M. Roman
Title: Assistant Vice President

Form Approved: WAM

State of Texas
County of Williamson

This instrument was acknowledged before me on 24th day October 2012 by Kent Cagle.

CINDY HIGNITE
MY COMMISSION EXPIRES
February 8, 2015

Cindy Hignite
Notary Public's Signature

State of Texas
County of Williamson

This instrument was acknowledged before me on 27th day Sept. 2012 by Wendall Mitchell.

DEBRA KAY HAILE
MY COMMISSION EXPIRES
October 22, 2016

Debra Kay Haile
Notary Public's Signature

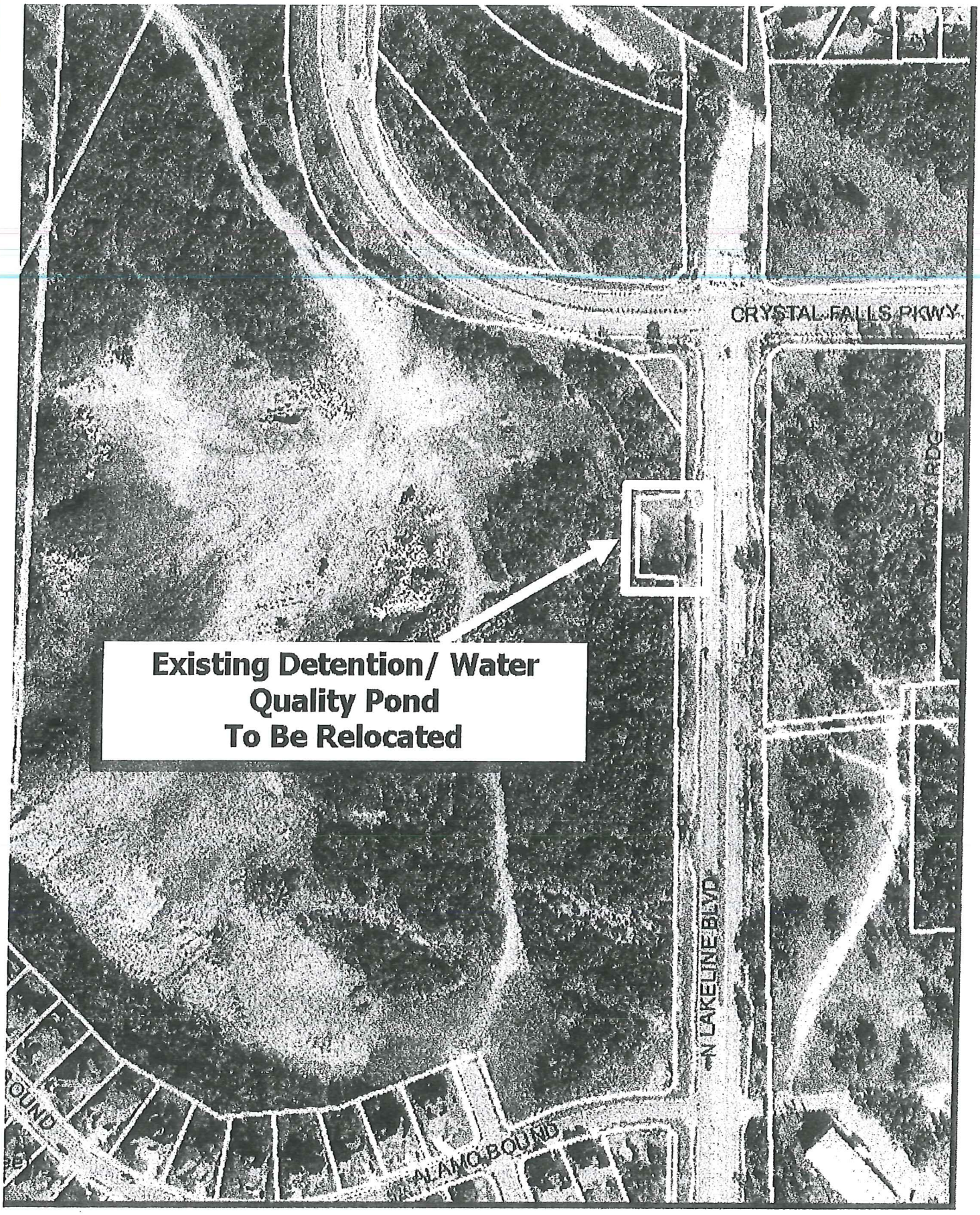
State of Texas
County of Williamson

This instrument was acknowledged before me on 27th day Sept. 2012 by Denise M. Roman.

DEBRA KAY HAILE
MY COMMISSION EXPIRES
October 22, 2016

DEBRA KAY HAILE
MY COMMISSION EXPIRES
October 22, 2016

Debra Kay Haile
Notary Public's Signature



RECORDERS MEMORANDUM
All or parts of the text on this page was not clearly legible for satisfactory recordation.

Exhibit "A"

CRYSTAL FALLS TOWN CENTER

IN THE CITY OF LEANDER, TRAVIS COUNTY & WILLIAMSON COUNTY, TEXAS

PRELIMINARY PLAT

12.275 ACRES 9APPROXIMATLY 534,716 SQ. FT.0 IN THE ALBERT BITTICK SURVEY NO.144, ABSTRACT NO. WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF A 580.2511 ACRE TRACT CONVEYED TO KEY-DEER HOLDINGS, LP. IN A WARRANTY DEED WITH VENDOR'S LEIN DATED APRIL 11, 2005 AND RECORDED IN DOCUMENT NO. 2005027781 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS

NO PORTIONS OF THIS PROPERTY IS WITHIN THE LIMITS OF A ZONE "A" 100-YEAR FLOODPLAIN ACCORDING TO F.I.R.M. PANEL No. 48491C 0465 E DATED SEPTEMBER 26, 2008.

Line Table

Line #	Length	Direction
L1	30.00'	N77°57'57"E
L2	27.00'	N34°40'54"E
L3	20.00'	N11°23'51"E
L4	17.00'	N11°23'51"E
L5	7.00'	N44°36'09"W
L6	20.17'	S77°57'57"W
L7	18.00'	N77°57'57"E
L8	20.00'	N44°36'09"W
L9	14.00'	N44°36'09"W
L10	18.00'	N44°36'09"W
L11	14.00'	N44°36'09"W
L12	14.00'	N44°36'09"W
L13	18.00'	N44°36'09"W
L14	18.00'	N44°36'09"W
L15	18.00'	N44°36'09"W
L16	18.00'	N44°36'09"W

Curve Table

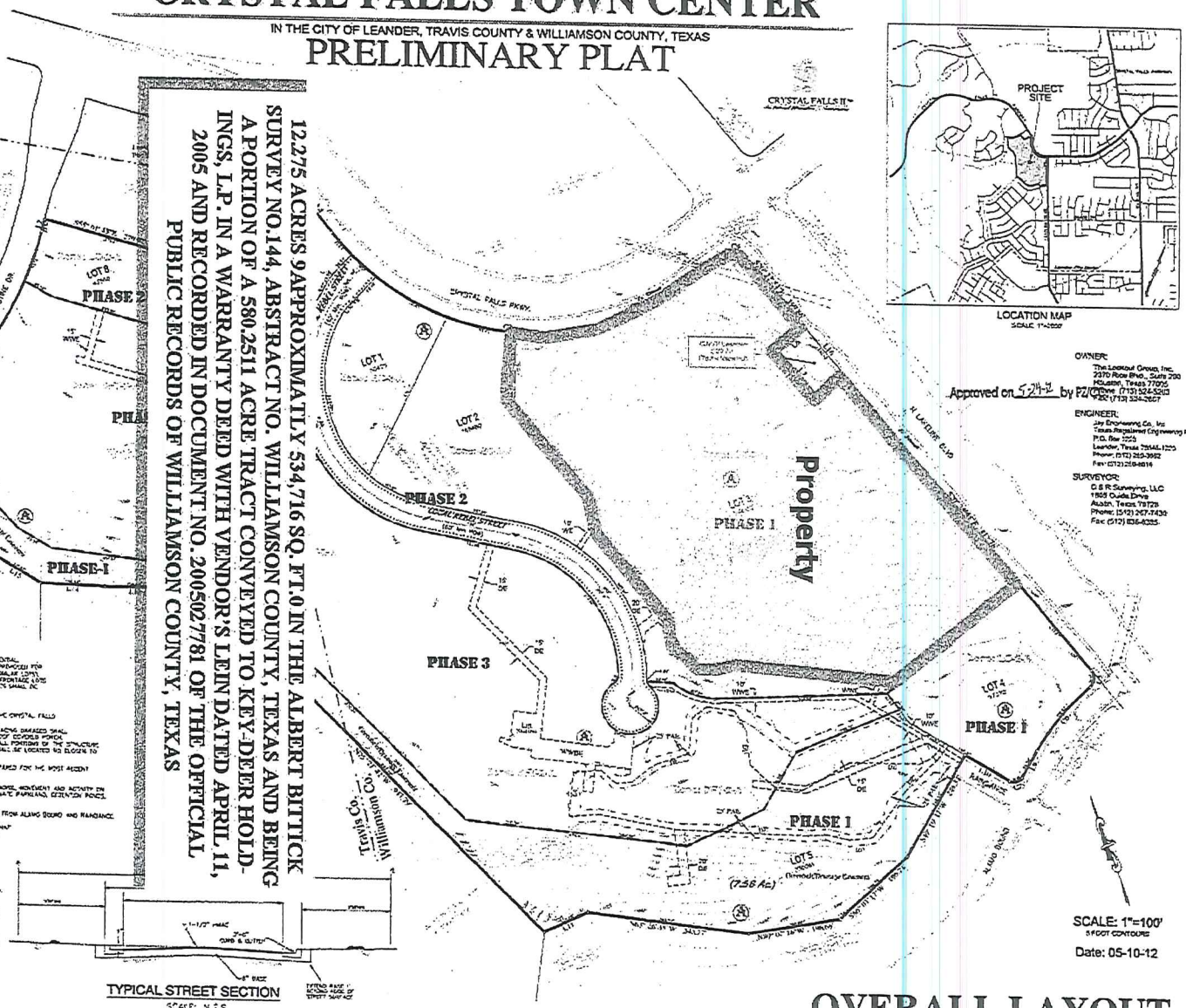
Curve #	Length	Radius	Delta	Chord Direction	Chord
C1	187.46'	1,750.00'	6°08'08"	N80°53'53"E	187.37'
C2	142.47'	1,750.00'	4°39'54"	N77°37'57"E	142.43'
C3	191.53'	1,750.00'	6°16'04"	N83°46'08"	191.44'
C4	47.08'	25.00'	108°00'00"	S44°36'09"E	40.47'
C5	39.27'	25.00'	90°00'00"	S44°36'09"E	35.36'
C6	179.71'	540.00'	19°04'21"	N34°08'07"E	178.90'
C7	9.25'	30.00'	18°13'50"	N38°50'52"W	20.17'

Lot Counts

Use	Acres	Lots
GC-3-A	19.99	4
LO-2-A	3.23	2
SFT-2-A	19.55	1(Proposed 185 Units)
GreenBelt	7.58	1
ROW	2.08	

Total Lots = 8

Total Acreage = 52.43 Ac.



Approved on 5-21-12 by PZ/CC

OWNER:
The Lookout Group, Inc.
2370 Rice Blvd., Suite 200
Houston, Texas 77005
Phone: (713) 524-5203
Fax: (713) 524-2657

ENGINEER:
Jay Engineering Co., Inc.
Texas Registered Engineering Firm F-4770
P.O. Box 1255
Leander, Texas 78646-1255
Phone: (512) 260-3982
Fax: (512) 260-4016

SURVEYOR:
O & R Surveying, LLC
1905 Guide Drive
Austin, Texas 78728
Phone: (512) 267-7439
Fax: (512) 836-6355

STREET INFORMATION

STREET NAME	LENGTH	ROW WIDTH	ROAD WIDTH	DESIGN SPD.
LOCAL RESIDENTIAL STREET	1262 L.F.	40' Un.	41'B-B	30 MPH

TYPICAL STREET SECTION

SCALE: N.T.S.

OVERALL LAYOUT

CRYSTAL FALLS TOWN CENTER
PRELIMINARY PLAT
OVERALL LAYOUT

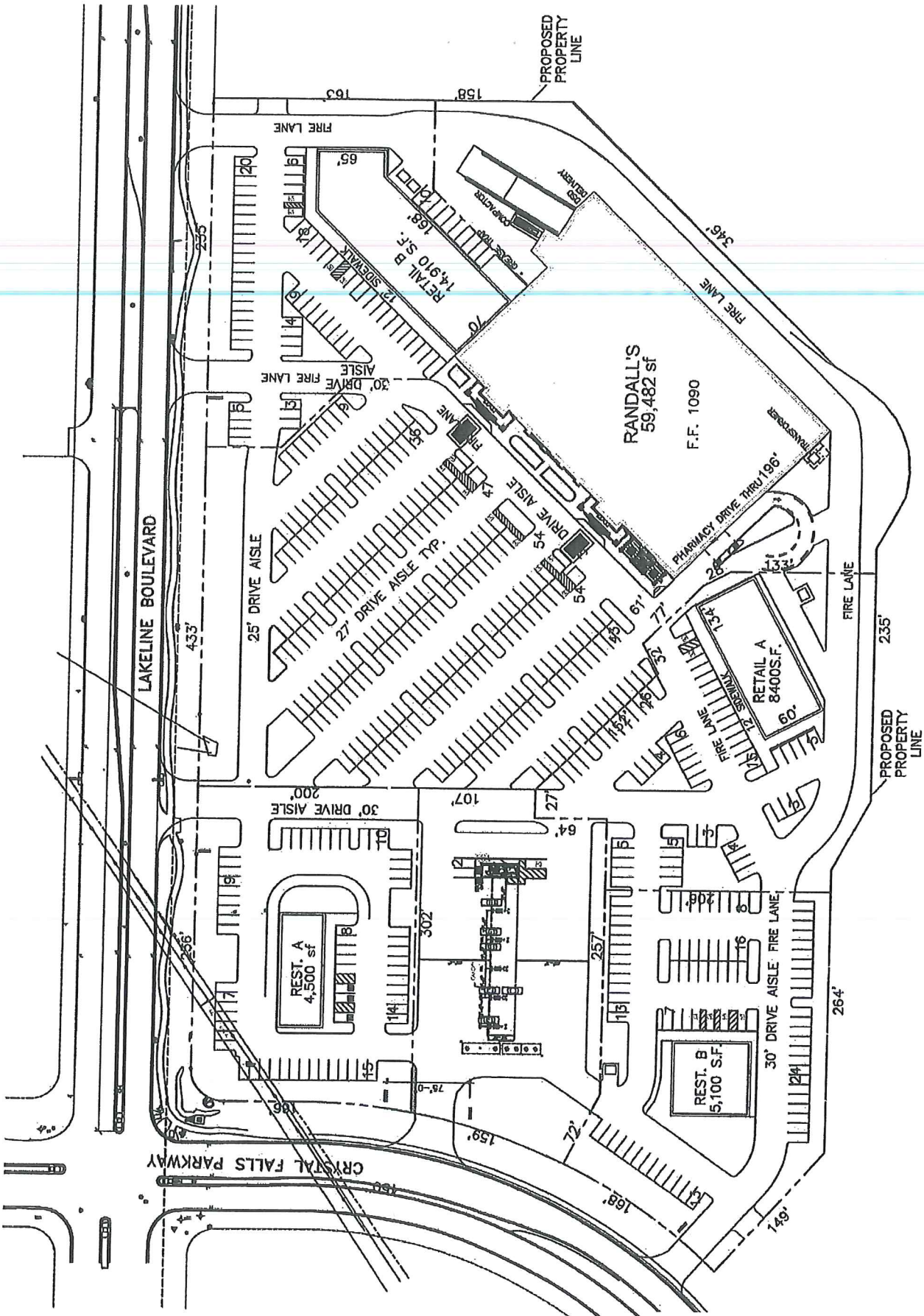
THE LOOKOUT GROUP

Sheet No. 1 of 7

5-21-12

Property Description Exhibit "B"

RECORDERS MEMORANDUM: All or parts of the text on this page was not clearly legible for satisfactory recordation.



Conceptual Site Plan

RECORDERS MEMORANDUM
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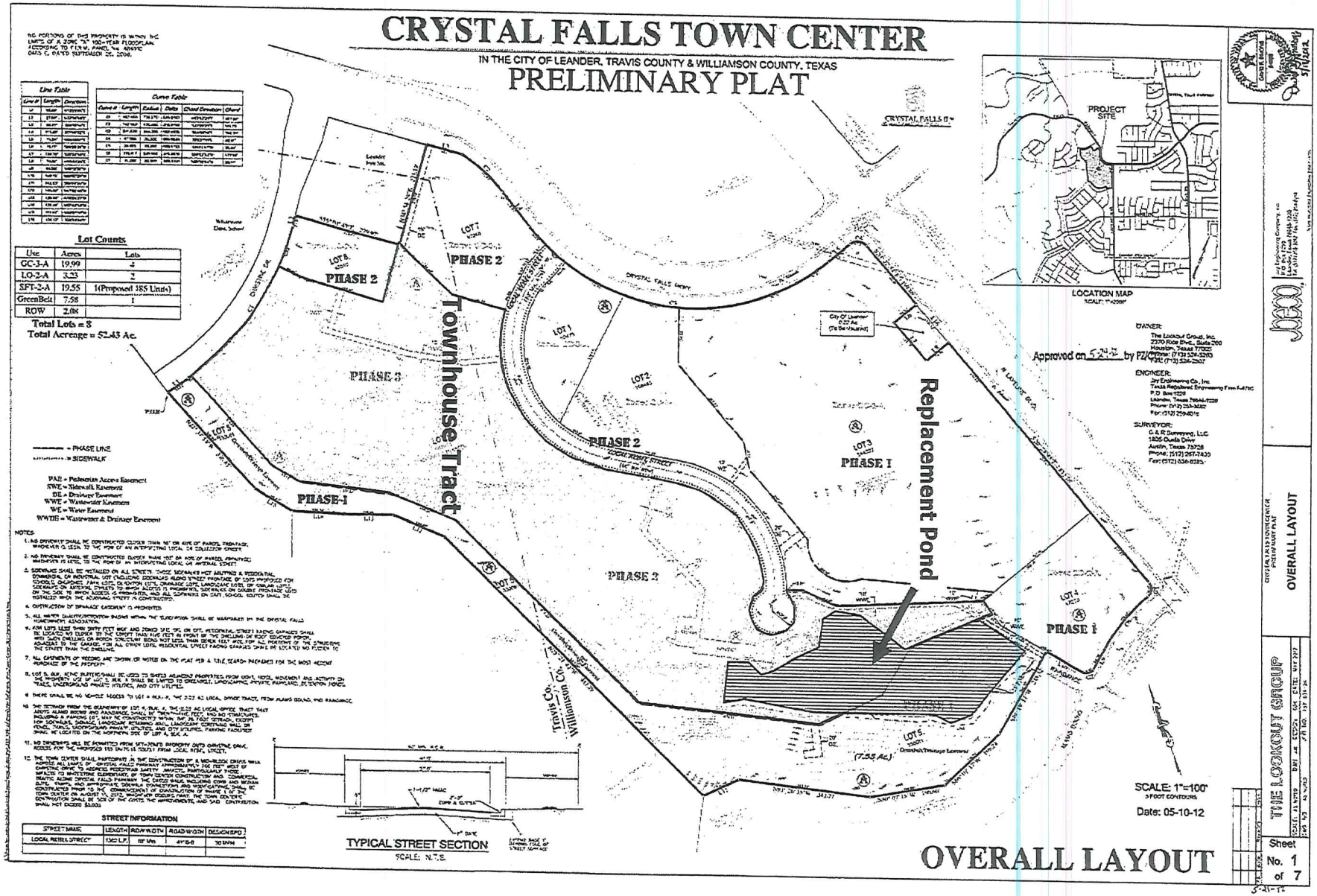
clearly legible for satisfactory recordation.

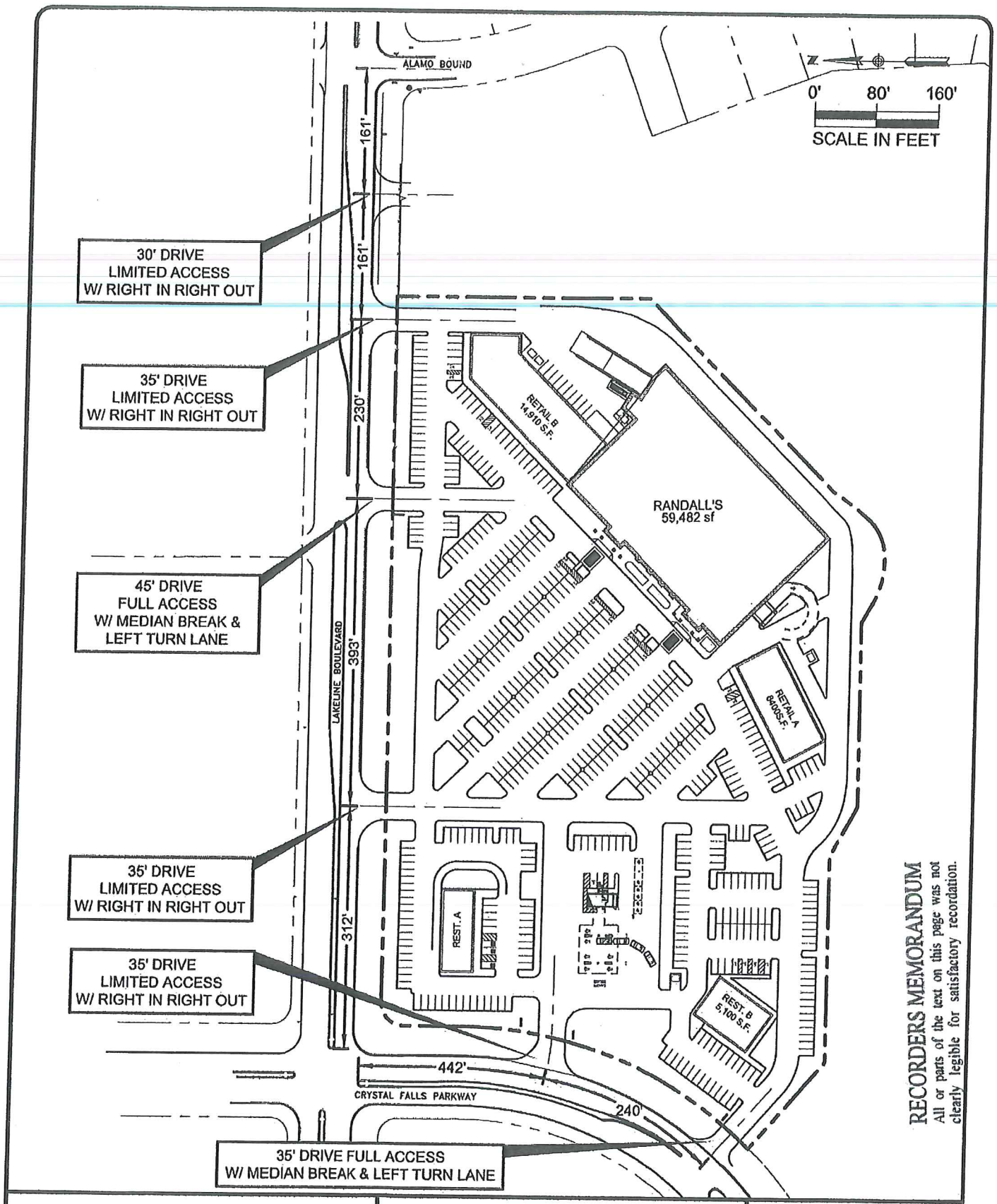
Exhibit "C"

Townhouse Tract

RECORDERS MEMORANDUM: All or parts of the text on this page was not clearly legible for satisfactory recordation.

Exhibit "D"





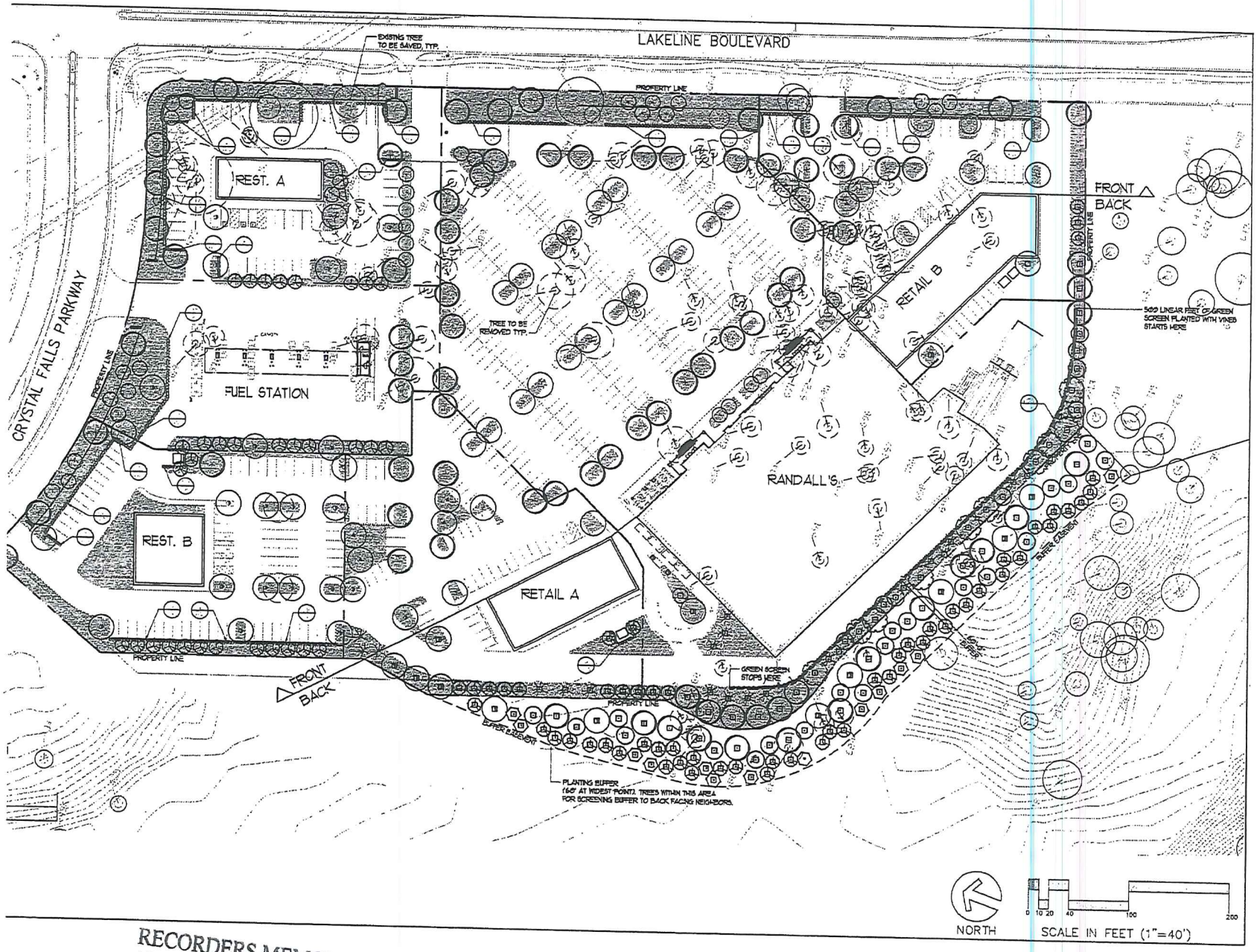
RECORDERS MEMORANDUM
All or parts of the text on this page was not clearly legible for satisfactory recordation.

LJA Engineering, Inc.
5316 Highway 290 West
Suite 150
Austin, Texas 78735
Phone 512.439.4700
Fax 512.439.4716
FRN - F-1386

RANDALLS @ CRYSTAL FALLS

Driveway locations and Median Breaks – Exhibit "E"

Conceptual Landscape Plan – Exhibit "F"



COLEMAN & ASSOCIATES
Landscape Architecture
Environmental Design

NOT FOR BIDDING OR CONSTRUCTION

EXHIBIT "F"
LANDSCAPE PLAN

Randall's at Crystal Falls
Leander, Texas

REVISIONS

SCALE: AS SHOWN
DRAWN BY: JP
CHECKED BY: MAP
APP. BY: ADC
PROJECT NO.
DATE: 9/12/2012

SHEET:
L1
OF

RECORDERS MEMORANDUM
All or parts of the text on this page was not clearly legible for satisfactory recordation.

Conceptual Landscape Plan

Exhibit "F"

TREE AND PLANT SCHEDULE (CALIPER MEASURED AT 6-12 INCHES ABOVE ROOTBALL)

FRONT	TREES	QTY	COMMON NAME / BOTANICAL NAME	CALIPER	HEIGHT
		3	ARIZONA CYPRESS / CUPRESSOCYPARIS ARIZONICA	3" CAL.	14'-16' HT.
	A	8	BALD CYPRESS / TAXODIUM DISTICHUM	4" CAL.	14'-16' HT.
	U	25	CEDAR ELM / ULMUS CRASSIFOLIA	3" CAL.	14'-16' HT.
	M	24	CHINQUAPIN OAK / QUERCUS MUHLENBERGII	3" CAL.	14'-16' HT.
	V	60	SOUTHERN LIVE OAK / QUERCUS VIRGINIANA	4" CAL.	14'-16' HT.
	T	22	TEXAS REDBUD / CERCIS TEXENSIS	2" CAL.	6'-8' HT.
		32	YAUPON HOLLY / ILEX VOMITORIA	5" CAL.	5'-6' HT.
	T	13	NATCHEZ CRAPE MYRTLE / LAGERSTROEMIA INDICA 'NATCHEZ'	3" CAL.	6'-8' HT.
BACK	TREES	QTY	COMMON NAME / BOTANICAL NAME	CALIPER	HEIGHT
		15	ARIZONA CYPRESS / CUPRESSOCYPARIS ARIZONICA	2" CAL.	7'-10' HT.
	U	1	CEDAR ELM / ULMUS CRASSIFOLIA	2" CAL.	7'-10' HT.
	M	13	CHINQUAPIN OAK / QUERCUS MUHLENBERGII	2" CAL.	7'-10' HT.
	D	26	EASTERN RED CEDAR / JUNIPERUS VIRGINIANA	2" CAL.	7'-10' HT.
	V	22	SOUTHERN LIVE OAK / QUERCUS VIRGINIANA	2" CAL.	7'-10' HT.
	V	10	HIGH RISE LIVE OAK / QUERCUS VIRGINIANA 'HIGHRISE'	2" CAL.	7'-10' HT.
		13	TEXAS MOUNTAIN LAUREL / SOPHORA SECUNDIFLORA	1" CAL.	4'-6' HT.
	T	1	TEXAS REDBUD / CERCIS TEXENSIS	1" CAL.	5'-6' HT.
		57	YAUPON HOLLY / ILEX VOMITORIA	1" CAL.	5'-6' HT.
SHRUBS		QTY	COMMON NAME / BOTANICAL NAME	CONT.	
AD		108	ADAGIO DWARF MAIDEN GRASS / MISCANTHUS SINENSIS 'ADAGIO'	5 GALs 3' OC	
DM		140	DWARF SOUTHERN WAX MYRTLE / MYRICA PUSILLA	5 GALs 3' OC	
DY		17	DWARF YAUPON / ILEX VOMITORIA 'NANA'	5 GALs 2.50' OC	
TX		220	GREEN CLOUD TEXAS SAGE / LEUCOPHYLLUM FRUTESCENS 'GREEN CLOUD' TM	5 GALs 3' OC	
VE		21	SPRING BOUQUET VIBURNUM / VIBURNUM TINUS 'COMPACTUM'	5 GALs 3' OC	
VINES		QTY	COMMON NAME / BOTANICAL NAME	CONT.	
TS		205	STAR JASMINE / TRACHELOSPERMUM JASMINOIDES 'STAR' (STAKED)	3 GALs 2.50' OC	
TOTAL SHRUBS		754			

NOTES:

1. IMPORTANT: CONTRACTOR TO APPROXIMATE CONTAINER GALLON TO ACHIEVE SPECIFIED CALIPER SIZE MEASURED AT 6-12 INCHES ABOVE TOP OF ROOT BALL.

LANDSCAPE CALCULATIONS

CREDIT FOR EXISTING TREES

TREES SAVED		
SIGNIFICANT TREES 8"-18" CALIPER TO BE SAVED	232.00	INCHES
SIGNIFICANT TREES 18" CALIPER AND GREATER TO BE SAVED	87.00	INCHES
(CREDIT AT 200%, 319 INCHES SAVED × 2 = 638 INCHES)	638.00	INCHES
REPLACEMENT TREES FOR SITE		
TREES REMOVED		
SIGNIFICANT TREES 8"-18" CALIPER TO BE REMOVED	1243.50	INCHES
SIGNIFICANT TREES 18" CALIPER AND GREATER TO BE REMOVED	1093.00	INCHES
REPLACEMENT INCHES REQUIRED PER CODE	87.50	INCHES
REPLACEMENT INCHES REQUIRED PER DEVELOPERS AGREEMENT (SEE NOTE 3)	735.39	INCHES
SIGNIFICANT TREES 8"-18" CALIPER TO BE REMOVED (REPLACE ALL REMOVED LESS 30% OF ALL REMOVED INCHES)	368.00	INCHES
SIGNIFICANT TREES 18" CALIPER AND GREATER TO BE REMOVED (REPLACE AT 200%)	420.75	INCHES
TOTAL REPLACEMENT INCHES PROVIDED	315.00	INCHES
REPLACEMENT INCHES PROVIDED ON SITE	540.00	INCHES
SHADE TREES (8 @ 2" CALIPER)	405.00	INCHES
ORNAMENTAL TREES (45 @ 3" CALIPER)	72.00	INCHES
ORNAMENTAL TREES (22 @ 2" CALIPER)	135.00	INCHES
ORNAMENTAL TREES (16 @ 1" CALIPER)	44.00	INCHES
INCHES FROM CODE REQ. PLANTING (OVER THE MIN. 2" SHADE TREE)	16.00	INCHES
REPLACEMENT INCHES PROVIDED IN BUFFER	158.00	INCHES
SHADE TREES (40 @ 2" CALIPER)	135.00	INCHES
ORNAMENTAL TREES (55 @ 1" CALIPER)	60.00	INCHES
	55.00	INCHES

NOTES:

1. PER CITY OF LEANDER CODE, INSTALL 6" OF TOPSOIL IN TURF AREAS.
2. PER CITY OF LEANDER CODE, MINIMUM REQUIREMENT OF 5% OF SITE TO BE LANDSCAPE AREA ENCOMPASSES SETBACK AREAS, SINCE SETBACK AREA DOES NOT EXCEED MAXIMUM LANDSCAPE AREA REQUIREMENT.
3. PER DEVELOPER AGREEMENT WITH CITY OF LEANDER, DEVELOPER IS EXCUSED FROM PLANTING UP TO 50% OF MITIGATION INCHES CALCULATED TO BE REQUIRED DUE TO FINANCIAL HARDSHIP CAUSED BY EXTREME SITE CONDITIONS.

CODE REQUIRED LANDSCAPE	REQUIRED	PROVIDED
ZONING FOR PROJECT SITE- COMMERCIAL		
TOTAL SITE AREA	-	553,259 S.F. (12.7 AC.)
LANDSCAPE AREA FOR SITE (MIN. 5%) (SEE NOTE 2)	83,097 S.F.	-
SETBACK LANDSCAPE AREA	34,638 S.F.	-
(15' NOTE ON STREET FACING AND 10' ON BACK)		
TOTAL LANDSCAPE AREA	83,097 S.F.	112,867 S.F. (2.6 AC.)
(5% SITE AREA EXCEEDS SETBACK AREA)		
REQUIRED PLANTING		
SHADE TREES (1 PER 600 S.F.)	277 TREES (554 INCHES)	277 TREES (544 INCHES)
SAVED TREE CREDITS	-	116 TREES (232 INCHES)
TREES 8"-11.99" CAL (1-1 CREDIT FOR REQ. INCHES)	-	(87 INCHES)
SIGNIFICANT TREES 18"+ CAL.	-	(15 INCHES)
(2-1 CREDIT FOR REQ. INCHES, 37.5" x 2 = 75")		
SHADE TREES (MIN. 2" CAL.)	-	161 TREES (322 INCHES)
3 GALLON SHRUBS (4 PER 600 S.F.)	554 SHRUBS	759 SHRUBS
LANDSCAPE IN FRONT OF BUILDING (MIN. 50%)	56,436 S.F.	86,172 S.F. (2 AC.) (77%)
SHADE TREES	-	236 TREES (65%)
SAVED TREE CREDITS (225" CREDIT ÷ 36 TREES)	-	116 TREES (42%)
PLANTED SHADE TREES	-	120 TREES (43%)
SHRUBS (3 GAL.)	-	536 SHRUBS (71%)
LANDSCAPE IN BACK OF BUILDING (LESS THAN 50%)	N/A	26,245 S.F. (0.6 AC.) (73%)
SHADE TREES	-	41 TREES (75%)
(52 ORN. TREES÷2= SHADE TREES) = 89 SHADE TREES	-	
SHRUBS (3 GAL.)	-	223 SHRUBS (22%)
(205-ADDITIONAL 3 GAL SHRUBS PROVIDED FOR SCREENING AT BACK OF STORE)		

SCREENING	REQUIRED	PROVIDED
TOTAL SITE FRONTAGE TO BE SCREENED	N/A	1,444 FT.
REQUIRED SCREENED FRONTAGE (60%)	867 FT. (60%)	1,093 FT. (75%)

RECORDERS MEMORANDUM
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COLEMAN & ASSOCIATES
Landscape Architecture
Environmental Design

NOT FOR BIDDING OR CONSTRUCTION

EXHIBIT "F"
LANDSCAPE CALCULATIONS

Randall's at Crystal Falls
Leander, Texas

REVISIONS

SCALE: AS SHOWN
DRAWN BY: JT
CHECKED BY: TMP
APP BY: ADD
PROJECT NO.:
DATE: 4/13/2012

SHEET:
L2
OF

Conceptual Landscape Plan

Exhibit "F"

TAG #	SIZE/TYPE
101	11 9 LO
102	8 LO
103	8 LO
104	9 LO
105	9 LO
106	11 9 SRO
107	8 5 LO
108	10 SRO
109	11 SRO
110	9 9 6 5 SRO
111	8 6 5 SRO
112	12 SRO
113	9 SRO
114	14 LO
115	14 SRO
116	10 9 8 8 6 SRO
117	8 7 SRO
118	10 SRO
119	10 SRO
120	8 7 SRO
121	9 6 SRO
122	12 SRO
123	9 8 SRO
124	10 LO
125	8 SRO
126	9 9 LO
127	12 SRO
128	15 SRO
129	10 SRO
130	11 LO
131	11 LO
132	10 LO
133	8 LO
134	10 LO
135	8 LO
136	9 LO
137	9 LO
138	8 LO
139	8 6 SRO
140	17 14 LO
141	9 6 SRO
142	10 SRO
143	8 SRO
144	10 9 SRO
145	15 LO
146	12 LO
147	10 8 LO
148	9 7 SRO
149	10 8 SRO
150	9 7 6 SRO
151	8 6 6 SRO
152	12 LO
153	15 LO
154	13 LO
155	10 LO
156	10 LO
157	28 LO
158	8 SRO
159	9 LO
160	8 7 6 5 SRO
161	10 LO
162	10 LO
163	8 8 SRO
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165	8 LO
166	11 LO
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173	14 10 LO
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277	12 7 6 6 SRO
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375	6 6 SRO
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496	9 6 LO
497	7 6 SRO
498	7 6 5 5 5 SRO
499	7 7 7 SRO
500	7 7 6 SRO
501	7 6 SRO
502	6 6 6 SRO
503	8 6 SRO
504	6 6 6 5 5 4 SRO
505	9 7 6 SRC
506	8 7 SRO
507	11 SRO
508	9 8 7 SRO
509	6 5 3 SRO
510	6 5 5 SRO
511	7 7 6 5 SRO
512	7 7 SRO
513	7 6 5 SRO
514	9 7 7 SRO
515	7 7 SRO
516	8 7 6 SRO
517	8 5 SRO
518	6 6 5 SRO
519	7 6 5 5 SRO
520	14 11 SRO
521	8 SRO
522	8 7 SRO
523	8 SRO
524	8 SRO
525	9 SRO
526	7 6 SRO
528	8 SRO
529	10 9 SRO
530	9 SRO
531	9 SRO
532	9 SRO
533	6 6 6 SRO
534	8 7 6 5 4 SRO
535	8 SRO
536	7 7 7 SRO
537	7 6 SRO
538	7 7 6 6 5 SRO
539	7 7 7 7 7 5 SRO
540	8 8 8 8 7 4 4 SRO
541	7 5 4 SRO
542	19 8 SRO
544	8 SRO
545	7 4 SRO
546	8 SRO
547	9 3 3 SRO
548	10 5 SRO
549	10 9 9 9 7 6 6 SRO
551	12 LO
553	6 6 6 CB
554	8 SRO
555	8 7 SRO
557	8 8 4 SRO
558	8 SRO
559	10 10 SRO
560	10 LO
561	10 LO
562	7 6 SRO
563	9 8 7 7 7 7 SRO
564	9 SRO
565	12 SRO
566	6 4 4 4 SRO
567	4 4 4 4 4 4 4 SRO
568	10 8 LO 2028
569	8 5 5 SRO
570	6 5 4 SRO
571	7 7 SRO
572	9 5 4 SRO
573	13 12 11 9 8 7 SRO
574	8 7 7 SRO
575	8 SRO
576	8 SRO
577	8 SRO
578	8 SRO
■ 579	8 8 8 8 7 7 7 7 SRO
■ 580	8 7 SRO
■ 581	9 8 6 SRO
582	12 SRO
583	7 7 6 6 6 6 SRO
584	8 6 6 SRO
585	9 SRO
586	14 SRO
587	7 6 5 SRO
588	6 5 5 3 SRO
589	5 4 4 SRO
590	8 SRO
591	11 SRO
592	7 6 6 SRO
593	15 12 SRO
594	6 5 SRO
595	8 LO
596	9 8 SRO
■ 597	8 SRO
■ 598	18 11 LO
599	8 SRO
600	15 SRO
601	9 8 LO
602	9 LO
603	10 LO
■ 604	10 LO
605	10 8 LC
606	11 7 7 SRO
607	10 10 LO
608	8 LO
609	8 LO
610	8 LO
611	9 LO
612	8 LO
613	10 LO
614	8 LO
615	8 7 7 LO
■ 616	8 7 LO
■ 617	13 LO
■ 618	11 9 LO
619	11 9 LO
620	8 8 LO
621	11 LO
622	12 LO
623	10 LO
624	10 LO
625	9 LO
626	8 LO
627	10 LO
628	8 LO
■ 629	13 LO
■ 630	11 LO
■ 631	10 LO
■ 632	9 LO
633	10 LO
634	8 LO
635	8 LO
636	8 LO
637	10 LO
638	13 LO
639	19 15 SRO
640	10 8 SRO
641	5 5 4 4 4 4 SRO
642	10 9 8 8 SRO
643	7 6 SRO
644	8 SRO
645	6 6 5 SRO
646	9 8 8 7 6 SRO
647	17 10 8 8 7 4 4 SRO
648	4 4 4 4 4 4 SRO
649	9 9 9 8 8 8 6 6 SRO
650	11 LO
651	8 7 7 4 SRO
652	18 SRO
653	14 9 SRO
654	15 SRO
655	8 SRO
656	9 LO
657	8 LO
658	12 LO
659	12 12 LO
660	9 LO
661	10 LO
662	18 LO
663	9 LO
664	9 LO
665	8 5 LO
666	7 6 LO
667	10 LO
668	8 LO
669	11 LO
670	9 LO
671	12 LO
672	12 LO
673	11 LO
674	9 LO
675	10 LO
676	10 LO
677	9 LO
678	9 LO
679	10 SRO
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681	8 SRO
682	6 6 5 4 SRO
683	7 5 5 SRO
684	8 6 SRO
685	6 6SRO
686	6 5 SRO
687	5 5 5 5 5 SRO
688	5 5 5 SRO
689	8 6 6 SRO
690	7 6 6 5 SRO
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696	8 LO
697	9 LO
698	8 LO
699	6 6 LO
700	8 LO
701	8 6 SRO
702	8 6 SRO
703	10 7 SRO
704	5 5 5 5 4 4 SRO
705	5 5 5 4 4 SRO
706	8 SRO
707	9 LO TAG 2059
708	11 LO TAG 2058
709	11 LO
710	8 LO
711	8 6 LO
712	10 SRO
713	7 6 SRO
714	7 6 5 SRO
715	9 6 SRO
716	9 SRO
717	9 SRO
718	7 7 7 7 4 SRO
719	4 4 4 4 4 SRO
720	6 6 6 6 6 SRO
721	6 5 SRO
722	8 8 6 5 SRO
723	8 SRO
724	6 6 5 SRO
725	6 5 SRO
726	7 5 SRO
727	7 6 6 5 SRO
728	9 8 5 SRO
729	6 6 5 SRO
730	7 7 6 SRO
731	7 7 7 5 5 SRO
732	7 6 SRO
733	6 6 5 SRO
734	9 8 7 SRO
735	7 7 5 5 SRO
736	6 6 5 5 5 5 5 5 SRO
737	7 5 SRO
738	9 8 7 SRO
739	8 8 7 SRO
740	9 8 7 7 SRO
741	7 7 6 SRO
742	8 8 7 6 5 SRO
743	6 6 6 SRO
744	13 SRO
745	10 10 10 LO
746	9 SRO
747	5 5 5 SRO
748	10 9 9 9 SRO
749	5 5 5 4 4 SRO
750	10 8 SRO
751	6 6 6 SRO
752	8 8 6 6 SRO
753	6 6 5 SRO
754	5 5 5 SRO
755	6 5 5 5 SRO
756	6 6 5 SRO
757	8 8 8 6 5 SRO
758	
759	7 6 5 5 5 SRO
760	5 5 5 SRO
761	7 7 6 6 SRO
762	5 5 5 SRO
763	6 6 6 SRO
764	8 7 7 SRO
765	10 LO
766	5 5 5 5 SRO
767	6 6 SRO
768	5 5 5 5 SRO
769	6 6 6 SRO
770	6 6 6 SRO
771	5 5 4 4 SRO
772	6 6 SRO
773	6 6 6 5 5 SRO
774	5 5 SRO
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781	8 7 6 6 6 SRO
782	8 7 7 5 5 SRO
783	7 7 6 SRO
784	7 7 6 6 5 5 SRO
785	5 5 5 5 SRO
786	7 7 5 SRO
787	8 8 7 SRO
788	7 5 SRO
789	8 7 6 SRO
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793	7 7 5 5 5 5 SRO
794	11 9 SRO
795	11 8 SRO
796	8 6 SRO
797	8 8 SRO
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799	7 8 SRO
800	6 6 SRO
801	7 6 SRO
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805	6 6 5 5 4 SRO
806	7 7 5 SRO
807	6 6 5 5 SRO
808	10 SRO
809	6 4 3 SRO
811	15 13 13 12 SRO
812	10 10 9 SRO
813	7 6 6 6 6 5 SRO
814	10 7 SRC
815	6 6 6 6 5 SRO
816	6 5 SRO
817	6 5 5 5 SRO
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822	8 6 5 4 SRO
823	8 7 5 SRO
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825	8 7 7 6 SRO
826	7 6 SRO
827	8 6 SRO
828	8 7 5 SRO
829	7 7 7 7 SRO
830	6 5 5 SRO
831	6 6 6 6 5 SRO
832	7 6 SRO
833	5 5 5 4 SRO
834	12 8 8
835	6 5 5 SRO
836	7 7 6 6 SRO
837	9 8 8 8 7 7 SRO
838	8 6 SRO
839	10 10 9 7 SRO
840	9 4 4 SRO
841	9 5 3 SRO
842	6 5 SRO
843	8 8 7 6 5 SRO
844	6 5 SRO
845	11 SRO
846	10 7 SRO
847	7 6 5 SRO
848	6 6 5 SRO
849	6 5 5 5 SRO
850	11 11 10 10 10 6 SRO
851	7 6 6 6 SRO
852	6 7 SRO
853	4 4 4 4 SRO
854	8 8 7 7 7 6 SRO
855	5 5 5 SRO
856	11 8 SRO
857	12 12 SRO
858	9 8 7 7 7 7 6 4 SRO
859	12 8 8 SRO
860	6 6 3 SRO
861	8 7 7 4 SRO
862	8 8 7 SRO
863	6 6 5 5 SRO
864	6 5 SRO
865	8 8 8 SRO
866	6 6 4 4 3 SRO
867	6 5 5 5 SRO
868	12 8 SRO
869	8 8 SRO
870	11 SRO
871	8 8 7 7 7 5 6 SRO
872	7 7 7 SRO
873	8 7 SRO
874	8 6 6 5 5 SRO
875	8 7 3 SRO
876	11 8 SRO
877	8 8 7 7 6 4 SRO
878	7 7 7 6 6 SRO
879	7 7 6 6 SRO
880	10 6 6 5 5 SRO
881	8 7 4 4 SRO
882	8 8 8 SRO
883	7 4 4 SRO
884	9 9 9 SRO
885	9 SRO
886	9 SRO
887	6 6 6 6 5 SRO

KEY

■ TREES TO BE SAVED

*ALL OTHER TREES REMOVED DUE TO SITE GRADING CONSTRAINTS.

COLEMAN & ASSOCIATES
Landscape Architecture
Environmental Design

NOT FOR BIDDING OR CONSTRUCTION

EXHIBIT "F"
TREE LIST

Randall's at Crystal Falls
Leander, Texas

REVISIONS

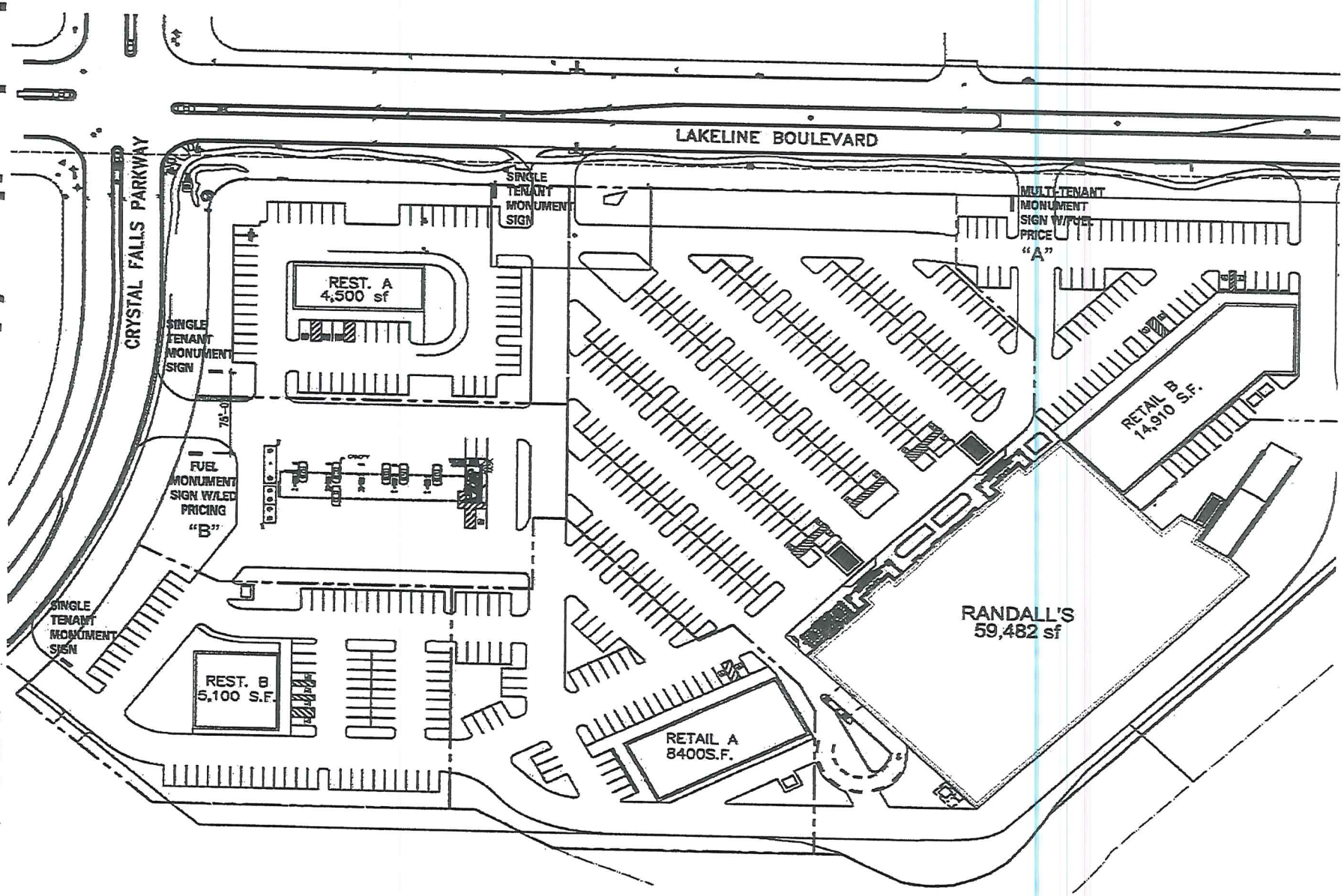
SCALE: AS SHOWN
DRAWN BY: WAP
CHECKED BY: WAP
APP. BY: ACG
PROJECT NO.
DATE:

SHEET:
L3
OF

RECORDERS MEMORANDUM
All or parts of the text on this page was not clearly legible for satisfactory recordation.

Sign locations/ types

Exhibit "G"

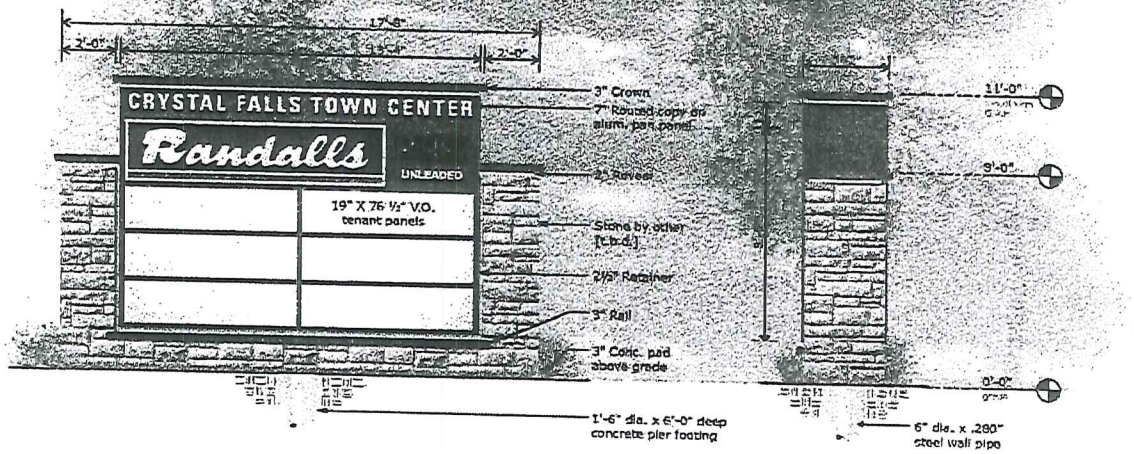


RECORDERS MEMORANDUM
All or parts of the text on this page was not clearly legible for satisfactory recordation.

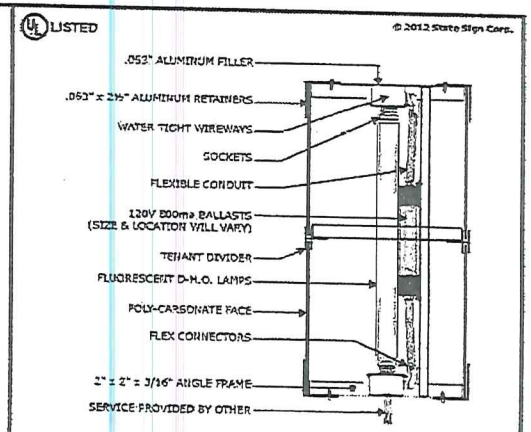
Sign locations/ types

Exhibit "G"

SIGN "A"



Multi-Tenant Monument [120sq. ft.]
Scale: 1/2" = 1'-0"



D/F ILLUM. MULTI-TENANT CABINET w/ POLY-CARBONATE FACES
TYP. SECTION: (N.T.S.)

Scope of Work:
Manufacture and install one (1) d/f internally illuminated multi-tenant monument sign.

Main ID:
- .125" routed aluminum pan panel.
- 3/16" #7328 white backing.
- D-H.O. fluorescent lamps.

Tenant Cabinet:
- 2 ½" aluminum retainers [pre-finished dk-bronze].
- 3/16" #7328 white poly-carbonate face.
- 1st surface 3M vinyl copy and graphic.
- D-H.O. fluorescent lamps.

Misc.:
- 2" reveal surround [p.t.m. sandstone].
- .080" aluminum crown and railing [dk-bronze].
- LED fuel Price Display
- Stone by other.

3M 3630-157 Sultan Blue
3M 3630-143 Poppy Red

This sign is intended to be installed in accordance with the requirements of article 600 of the National Electric Code and/or other applicable local codes. This includes proper grounding and bonding of the sign. ◊ If the sign shown has blank faces, this sign is intended to have advertising applied to the faces using 3M vinyl.

STATE SIGN EST. 1946

Corporate Office
7630 Hanson
Houston, TX 77061
713.943.2832
713.943.5771 [fax]

Branch Office
P.O. Box 399
Orange, TX 77630
409.735.5553
409.735.9124 [fax]

This drawing is the property of State Sign Corp. No all signs to be used for reproduction are received by State Sign Corp.

State Sign Corporation does NOT include permits, engineering or sign installation. RESPONSIBILITY OF OTHERS!

Signs will be made for 120 volt unless otherwise noted.

www.statesign.com

☐ Permit (x2) ☐ Stop File ☐ Art Dept ☐ Vinyl ☐ Routing ☐ Fab/Flex ☐ Channel Ltr
☐ Cabinets ☐ Neon ☐ Paint Dept ☐ Steel ☐ Installs File ☐ Installation ☐ Purchasing

Work Order: n/a
WO Date: n/a Designer:
File: s:\...\3145\3145 - Ground Signs r3.cdr

Drawing No.: 12.22537
Date: 03/05/12 Revised: 08/14/12
Sales Rep: Danny Zoch

Job Location: Randalls #3145
St: Lakeline Blvd & Crystal Falls Pkwy
City, State: Leander, TX 78641

RECORDERS MEMORANDUM
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Sign locations/ types

RECORDERS MEMORANDUM
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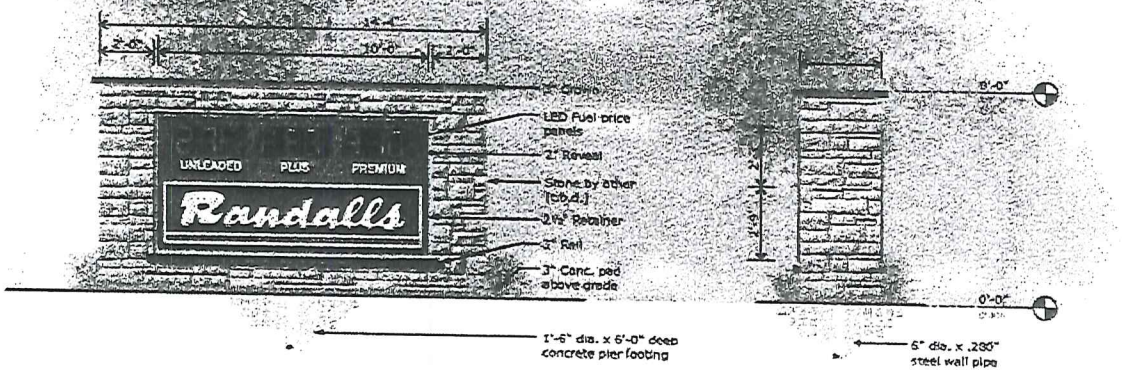
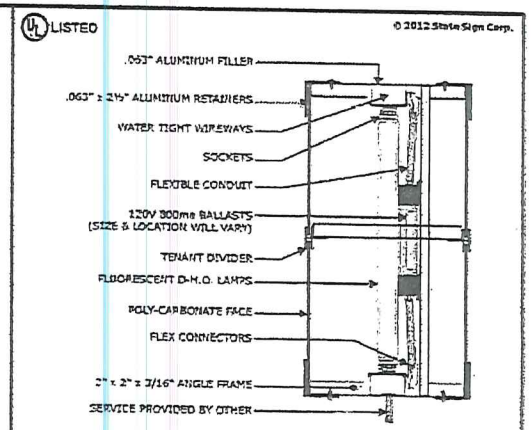
Exhibit "G"

SIGN "B"



B Price Sign Monument [50 sq. ft.]
Scale: 1/2" = 1'-0"



D/F ILLUM. MULTI-TENANT CABINET w/ POLY-CARBONATE FACES
TYP. SECTION: (N.T.S.)

Scope of Work:
Manufacture and install one (1) d/f internally illuminated Monument w/ fuel price panels.

Tenant ID Panel:
- 2 ½" aluminum retainers [pre-finished dk-bronze].
- 3/16" #7328 white poly-carbonate face.
- 1st surface 3M vinyl copy and graphic.
- D-H.O. fluorescent lamps.

Misc.:
- 2" reveal surround [p.t.m. sandstone].
- .080" aluminum crown and railing [dk-bronze].
- LED fuel price display.
- Stone by other.

3M 3630-157 Sultan Blue
3M 3630-143 Poppy Red

This sign is intended to be installed in accordance with the requirements of article 600 of the National Electric Code and/or other applicable local codes. This includes proper grounding and bonding of the sign. • If the sign shown has blank faces, This sign is intended to have advertising applied to the faces using 3M vinyl.

STATE SIGN EST. 1956	Corporate Office 7630 Hansen Houston, TX 77061 713.943.1832 713.943.9771 (fax)	Branch Office P.O. Box 350 Orange, TX 77630 409.735.5553 409.735.9124 (fax)	Permit (x2) Shop File Art Dept Vinyl Routing Flex/Rex Channel Ltr	Cabinets Neon Paint Dept Steel Install File Installation Purchasing	n/a
	RESPONSIBILITY OF OTHERS!	www.statesign.com			WO Date: n/a Designer:
					File: s:\...\3145\3145 - Ground Signs r3.cdr

12.22537	Job Location	Randalls #3145
Date: 03/06/12 Revised: 08/14/12	St	Lakeline Blvd & Crystal Falls Pkwy
Sales Rep: Danny Zoch	City, State	Leander, TX 78641

RECORDERS MEMORANDUM
All or parts of the text on this page was not clearly legible for satisfactory recordation.

Exhibit "H"

AGENDA ITEM # 24

Executive Summary

July 17, 2014

Agenda Subject:	**Consider nominations for appointment to Parks and Recreation Advisory Board, Library Foundation Board, Public Arts Commission, Veterans Park Committee and Economic Development Committee**
Background:	Several City Boards and Commissions have vacancies. The Board Selection Committee has conducted several interviews and is ready to make nominations to fill the vacant positions
Origination:	Board Selection Committee
Financial Consideration:	No financial impact to the City
Recommendation:	No staff recommendation
Attachments:	Recommendations & Applications Tim Lehner – Parks & Rec. Nancy Knickerbocker-Penick – Public Arts Commission Janice Murdoch – Library Foundation Board Bart Tracy, Carl Norman, Kenny King – Veterans Park Committee Eric Johnson – Economic Development Committee
Prepared By:	Debbie Haile, City Secretary

CITY OF LEANDER, TEXAS

Board & Commission Application

Please check appropriate boxes for all Boards or Commissions you are interested in serving on.

- ☐ Planning & Zoning Commission
- ☒ Parks & Recreation Advisory Board
- ☐ Public Art Committee
- ☐ TIRZ/Development Authority Board
- ☐ Board of Adjustment/Appeal
- ☐ Ethics Commission
- ☐ City Charter Review Committee
- ☐ New Boards Formed (Library Foundation)

PERSONAL INFORMATION

Name: Timothy Lehner

Home Address: 412 Olmos Dr City Leander Zip 78641

Home Phone: Cell Phone 845-430-2252

Email Address: timlehner@gmail.com

Do you live inside the Leander City Limits ? ☒ Yes 6.5 years ☐ No ☐ ETJ ?

Are you a current registered voter? ☒ Yes ☐ No
If yes, please provide copy of voter registration card

OCCUPATIONAL INFORMATION

Business Name Synopsys Inc. Occupation Software Engineer

Address: 1301 MoPac Expy City Austin, TX Zip 78745

Phone: 512-372-7500

Business Owner ☐ Yes ☒ No

Are you now or have you in the past served on any Boards or Commissions? ☐ Yes ☒ No

If yes, list Board or Commission served on: _____ Date _____

Signature [signature] Date 03/16/2014

Submit applications with a resume and letter of interest to:

Debbie Haile, City Secretary
Mail: P.O. Box 319, Leander, Texas 78646 Address: 200 W. Willis, Leander, Texas 78641
Phone: 512/ 528-2743 Fax: 512/ 259-1605 Email: Debbie@leandertx.gov

Tim Lehner

412 Olmos Drive • Leander, TX 78641
Email: timlehner@gmail.com
Mobile: 845-430-2252

Professional Profile

- Successful 15-year industrial career in Electronic Design Automation (software).
- Broad background in analysis and numerical modeling of complex systems.

Education

- **Ph.D., Experimental Physics.** University of Illinois at Urbana-Champaign, Urbana, IL, 1994. THESIS: *Interface roughness mediated optical decay and carrier dynamics in type II AlAs/GaAs heterostructures.*
- **M.S., Computer Science.** University of Illinois at Urbana-Champaign, Urbana, IL, 1997. THESIS: *Fast eigenvector solver of self-consistent 3-D Poisson-Schroedinger calculations.*
- **B.S., Physics, Math-CS.** Wheaton College, Wheaton, IL.

Employment History

- **Magma Design Automation (Synopsis).** Austin, TX. Member of Consulting Staff. 2006-Present
- **IBM.** East Fishkill, NY. Advisory Scientist. 1997-2006
- **University of Illinois at Urbana-Champaign.** Urbana, IL. Teaching Assistant (1986-1989), Research Assistant (1989-1997).

Honors and Awards

- Outstanding Technical Achievement Award. IBM, 2002
- Patents:
  - #6175947 Method of extracting 3-D capacitance and inductance parasitics in sub-micron VLSI chip designs using pattern recognition and parameterization. January 16, 2001.
  - #7472364 Method of matching layout shapes patterns in an integrated circuit using Walsh patterns. December 30, 2008.
  - #7441213 Method for testing the validity of initial-condition statements in circuit simulation, and correcting inconsistencies thereof. October 21, 2008.
  - #20030188267 (pending) Circuit and method for modeling I/O
  - #20030182639 (pending) Circuit simulator and method.

Other

- Knowledge of Unix, C/C++, Matlab, Perl, bash/csh.
- Fluent in French.
- Intern Mentor, IBM, East Fishkill, NY 2001-2004.
  Supervised and directed the work of several interns and the Ph.D. research of one intern, serving on her thesis committee.

References available upon request.

Tim Lehner

412 Olmos Drive • Leander, TX 78641
Email: timlehner@gmail.com
Mobile: 845-430-2252

PROFESSIONAL PROFILE

- Successful 15-year industrial career in Electronic Design Automation (software).
- Broad background in analysis and numerical modeling of complex systems.

EDUCATION

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- **M.S., Computer Science.** University of Illinois at Urbana-Champaign, Urbana, IL, 1997. THESIS: *Fast eigenvector solver of self-consistent 3-D Poisson-Schroedinger calculations.*
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OTHER

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References available upon request.

CITY OF LEANDER, TEXAS

Board & Commission Application

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- ☐ Planning & Zoning Commission
- ☐ Parks & Recreation Advisory Board
- ☒ Public Art Committee
- ☐ TIRZ/Development Authority Board
- ☐ Board of Adjustment/Appeal
- ☐ Ethics Commission
- ☐ City Charter Review Committee
- ☐ Library Foundation

PERSONAL INFORMATION

Name: Nancy Knickerbocker-Penick

Home Address: 401 County Road 270 City Leander Zip 78641

Home Phone: 512 259-1484 Cell Phone 512 971-3181

Email Address: nkp@notoriousnkp.org

Do you live inside the Leander City Limits ? ☐ Yes _____ years ☒ No ☒ ETJ ?

Are you a current registered voter? ☒ Yes ☐ No
If yes, please provide copy of voter registration card

OCCUPATIONAL INFORMATION

Business Name Ringdale/ActiveLED Occupation Technical Writer

Address: 101 Halmar Cove City Georgetown Zip 78628

Phone: no work phone, I use my cell

Business Owner ☐ Yes ☒ No

Are you now or have you in the past served on any Boards or Commissions? ☐ Yes ☒ No

If yes, list Board or Commission served on: _____ Date _____

Signature Nancy Knickerbocker-Penick Date 9/23/2013

Submit applications with a resume and letter of interest to:

Debbie Haile, City Secretary
Mail: P.O. Box 319, Leander, Texas 78646 Address: 200 W. Willis, Leander, Texas 78641
Phone: 512/ 528-2743 Fax: 512/ 259-1605 Email: Debbie@leandertx.gov

Nancy Knickerbocker-Penick

401 County Road 270
Leander, TX 78641
512-259-1484
nkp@thegateway.net

Summary

A Senior Software Quality Assurance professional with 20 years experience in the Quality Assurance and System Test fields. Major strengths include:

- Started and managed a QA/Process group for Evolutionary Technologies, Inc., Active Paper,Inc. (later renamed Activerse, Inc.), and IT Masters, Inc.
- IT Masters wrote the only Tivoli Plus Modules to get certified by Tivoli on the first try. I was the only common element on those development teams.
- Experience with Software Engineering Institute (SEI) processes.
- Led large TI test teams on UNIX operating system test efforts.
- UNIX (Solaris, AIX, HP-UX, Linux), NT 4.0, Windows 2000, Windows XP, Macintosh 7.x through OSX.
- Social media experience since 2007, Plaxo, Facebook, Twitter, Pinterest, and moderator of tomzap.com Visitor Comment forums

Professional Experience

RINGDALE/ActiveLED 2013-
presentTechnical Writer

HIGHPOINT POWDER COATING, Liberty Hill, TX 2010 – 2013
Wet and Dry metal preparation, assist with Customer color choices and sales

GLASSICA, INC., Liberty Hill, TX 2003 - 2007
Metal Shop Manager
Designed iron stands for glass and ceramic artists, managed people and shop load.

ART GLASS FUSING CENTER, Austin,TX 2002 - 2003
Instructor
Taught glass fusing and Pat de Verre classes, documented all classes presented

IT MASTERS, INC., Austin, TX 1996 – 2002
Software Quality Assurance Czar

- Wrote SQA and CM plans for company.
- Set up initial internal web site to facilitate communications within the company.
- Wrote and executed system test plans for Tivoli Plus modules; helped develop and document processes to streamline development and test process for integration software.
- Wrote the system test plan and led the test effort for 5 releases of MasterCell, an event repository competitor for Tivoli's Event Console.
- Wrote the test plan, test procedures, and executed the tests for ITM's Pinnacle integration module, MasterCell Exchange for Tivoli, 3 releases.
- Acquired TestDirector, WinRunner and TeamTrack experience.

ACTIVE PAPER, INC. Permanent 1995 - 1996
Software Quality Assurance Czar Contract 1995

- Wrote SQA and CM plans for company.
- Helped test and manage the company's first released product, Presto!Mail 1.0, which had no customer reported problems that were undocumented in our Problem Reporting database.

- Performed both QA and Project manager roles for the followup release of Presto!Mail and a new product, Presto!Links, a web browser for Magic Cap devices.

EVOLUTIONARY TECHNOLOGIES, INC. 1993 - 1995
Software Quality Assurance Manager

- Wrote System test plans for maintenance releases documenting changes and the testing for those changes.
- Wrote SQA and CM plans for new products.
- Did hands-on testing in distributed environment.
- Recommended and acquired XRunner test tool.

TEXAS INSTRUMENTS INC., Austin and Houston, TX 1977 - 1993

Senior Software Quality Assurance 1987 - 1993

- Coordinated a distributed software project group achieving a repeatable process as defined by industry standards (Software Engineering Institute) one and one half years ahead of the management-defined schedule.
- Management accelerated a UNIX release to meet a marketing defined window of opportunity.
- Recruited field analysts for testing so the system could be tested within the time allotted.
- Led the largest test team to date, with no System Test-caused slip in the ship date.
- Received Most Valuable Player award and a bonus for my efforts.
- Performed System Test on TI's release of X11R4 version of X Windows
- Documented and scheduled the test effort.
- Succeeded in learning and testing the product and associated hardware within the time scheduled for System Test.
- Ported one utility myself, hexcalc, because it was needed for hardware test earlier than the project's porting schedule.
- Administered a network News system for TI Austin to enable access to Internet News feeds.
- Wrote a Software Quality Assurance Plan (SQAP) and a System Test Plan for the Dallas IEF Test group. I also demonstrated to this group that they were only testing one quarter of the code that needed test.

Software Audit/System Test 1981 - 1987

- Involved in testing/evaluating software on the following platforms:
  - TI990
  - TIPC
  - TI Business Pro
  - TI Explorer
  - BS 1500

  With emphases on the following types of software on each platform:
  - Operating Systems
  - Compilers
  - Graphics Applications
  - Communications Software (TCP/IP, NFS)

TI990 COBOL Programmer 1980 - 1981

- Wrote programs to allow a Semiconductor manufacturing group to use a 990 based manufacturing planning suite of programs. It took special programming because they were using a different parts database than the manufacturing group in Austin.

Manufacturing Engineer 1978 - 1980

- Scheduled parts buying, assembly flow for several lines (OOF, 774, AMPL, several new products).

ASC Assembly 1977 - 1978

Education

Bachelor of Fine Arts, Southwestern University, Georgetown, TX

CITY OF LEANDER, TEXAS

Board & Commission Application

Please check appropriate boxes for all Boards or Commissions you are interested in serving on.

- ☐ **Planning & Zoning Commission**
- ☐ **Parks & Recreation Advisory Board**
- ☐ **Public Art Commission**
- ☐ **TIRZ/Development Authority Board**
- ☐ **Board of Adjustment/Appeal**
- ☐ **Ethics Commission**
- ☐ **City Charter Review Committee**
- ☒ **Library Foundation Board**

PERSONAL INFORMATION

Name: Janice L. Murdoch

Home Address: 202 Crystal Falls Pkwy. #2 City Leander Zip 78641

Home Phone: _____ Cell Phone (530) 545-9308

Email Address: _____

Do you live inside the Leander City Limits ? ☒ Yes 5 years ☐ No ☐ ETJ ?

Are you a current registered voter? ☒ Yes ☐ No
If yes, please provide copy of voter registration card

OCCUPATIONAL INFORMATION

Business Name Retired Occupation Teacher

Address: _____ City _____ Zip _____

Phone: _____

Business Owner ☐ Yes ☐ No

Are you now or have you in the past served on any Boards or Commissions? ☐ Yes ☒ No

If yes, list Board or Commission served on: _____ Date _____

Signature Janice Murdoch Date 6-6-14

Submit applications with a resume and letter of interest to:

Debbie Haile, City Secretary
Mail: P.O. Box 319, Leander, Texas 78646
Phone: 512/ 528-2743

Address: 200 W. Willis, Leander, Texas 78641
Fax: 512/ 259-1605 Email: Debbie@leandertx.gov

Bart Tracy Realtor®
Joe Stan Properties
1708 Trustworthy CT.
Leander, TX 78641
512-587-9946
Bart@BartTracy.com
www.BartTracy.com

June 20, 2014

Debbie Haile
200 W. Willis
Leander, TX 78641

Dear Debbie,

This is my informal letter of interest for the open Board and Commissions. I noticed Jason Dishongh's posting about the open positions and a way for residents help Leander move forward.

I am not sure which position would be a good fit to help, however flexible for any of the open positions,

Leander Parks & Recreation Advisory Board
Leander Public Arts Commission
Leander Public Library Foundation Board
Veterans Park Committee
Mayor's Council for People with Disabilities

Included is my application and I attached my voter card, resume. Let me know anything else which you might need.

Thanks,

Bart Tracy Home Marketing Expert Realtor®
Joe Stan Properties
512-587-9946
Bart@BartTracy.com
www.BartTracy.com

My business is the result of support and referrals from people like you... Thank you!

CITY OF LEANDER, TEXAS

Board & Commission Application

Please check appropriate boxes for all Boards or Commissions you are interested in serving on.

- ☐ Planning & Zoning Commission
- ☒ Parks & Recreation Advisory Board
- ☒ Public Art Commission
- ☐ TIRZ/Development Authority Board
- ☐ Board of Adjustment/Appeal
- ☐ Ethics Commission
- ☐ City Charter Review Committee
- ☒ Library Foundation Board

PERSONAL INFORMATION

Name: Bart Tracy

Home Address: 1708 Trustworthy Ct. City Leander Zip 78641

Home Phone: 512-587-9946 Cell Phone 512-587-9946

Email Address: Bart@BartTracy.com

Do you live inside the Leander City Limits ? ☒ Yes _____ years ☐ No ☐ ETJ ?

Are you a current registered voter? ☒ Yes ☐ No
If yes, please provide copy of voter registration card

OCCUPATIONAL INFORMATION

Business Name Bart Tracy with Joe Stan Properties Occupation Realtor

Address 1708 Trustworthy City Leander Zip 78641

Phone: 512-587-9946

Business Owner ☒ Yes ☐ No

Are you now or have you in the past served on any Boards or Commissions? ☐ Yes ☒ No

If yes, list Board or Commission served on: _____ Date _____

Signature [signature] Date 6/20/14

Submit applications with a resume and letter of interest to:

Debbie Haile, City Secretary
Mail: P.O. Box 319, Leander, Texas 78646 Address: 200 W. Willis, Leander, Texas 78641
Phone: 512/ 528-2743 Fax: 512/ 259-1605 Email: Debbie@leandertx.gov

Barton W. Tracy
Realtor-Consultant
Joe Stan Properties
1708 Trustworthy CT
Leander, TX 78641
Cell: 512-587-9946 Email: Bart@BartTracy.com www.BartTracy.com

A highly skilled and motivated Real Estate professional with strengths in marketing, planning, management and sales.

OBJECTIVE

To become an approved Real Estate Agent for Broker Price Opinions and/or listing/selling Real Estate Owned properties.

QUALIFICATIONS

***Knowledge with local and state real estate markets**
***Experience in Listing and Selling properties in Texas**
***Excellent marketing skills to attract qualified buyers**
***Experience in business, management and public relations**
***Strong negotiation skills**
***Ability to relate to people at any level of business and management**
***Excellent communication skills both in writing and oral**
***Effective team player and team builder with strong leadership qualitites**
***Highly organized and attentive to details**
***Effectively manage multiple projects from conception to completion**
***Able to work and stay focused under pressure**
***Effective at building reputable relationships with high quality clients**

EMPLOYMENT HISTORTY

2011-Present- Realtor, Joe Stan Properties, Leander, TX
2003-2008-Sales Consultant, Manager, Leif Johnson Ford, Austin, TX
2008-2011-Sales Consultant, Capitol Motorsports, Austin, TX

The following is what I provide for my clients:

***Provide a Maximum Home Value Audit to determine a true home value**
***Negotiate and obtain the best sales price for the Seller as quickly as possible**
***Complete loyalty and commitment with personal and professional service**

*Market property in Austin Board Of Realtors MLS and on over 35 plus websites
*Provide a showing feedback service with agent comments
*Work with sellers, buyers, agents, attorneys, and banks to ensure smooth transactions
*Focus on producing results
*Obtain feedback from prospective buyers from showings
*Assist with the entire closing process until proceeds check is delivered

EDUCATION

Obtained BPOR Certification in March of 2013
Obtained Real Estate License in 2011

COMPUTER SKILLS

Microsoft Word, Excel, PowerPoint, Quickbooks

REFERENCES

Available upon request

CITY OF LEANDER, TEXAS

Board & Commission Application

Please check appropriate boxes for all Boards or Commissions you are interested in serving on.

- ☐ **Planning & Zoning Commission**
- ☐ **Parks & Recreation Advisory Board**
- ☐ **Public Art Commission**
- ☐ **TIRZ/Development Authority Board**
- ☒ **Veterans Park Committee**
- ☐ **Board of Adjustment/Appeal**
- ☐ **Ethics Commission**
- ☐ **City Charter Review Committee**
- ☐ **Library Foundation Board**

PERSONAL INFORMATION

Name: Carl C. Norman

Home Address: 1821 Cross Draw Trail City Leander Zip 78641-8681

Home Phone: 512-337-7009 Cell Phone 512-940-9766

Email Address: ccnorman@att.net

Do you live inside the Leander City Limits ? ☒ Yes 5.5 years ☐ No ☐ ETJ ?

Are you a current registered voter? ☒ Yes ☐ No
If yes, please provide copy of voter registration card

OCCUPATIONAL INFORMATION

Business Name Intific, Inc. Occupation Program Director

Address: 10814 Jollyville Road, Bldg. 4, Sutie 350 City Austin Zip 78759

Phone: 512-776-8131

Business Owner ☐ Yes ☒ No

Are you now or have you in the past served on any Boards or Commissions? ☐ Yes ☒ No

If yes, list Board or Commission served on: _____ Date _____

Signature _____ Date 20 June 2014

Submit applications with a resume and letter of interest to:

Debbie Haile, City Secretary
Mail: P.O. Box 319, Leander, Texas 78646
Phone: 512/ 528-2743

Address: 200 W. Willis, Leander, Texas 78641
Fax: 512/ 259-1605 Email: Debbie@leandertx.gov

CITY OF LEANDER, TEXAS

Boards & Commissions Application

Please check appropriate boxes for all Boards or Commissions you are interested in serving on.

- ☐ Planning & Zoning Commission
- ☐ Parks & Recreation Advisory Board
- ☐ Public Art Committee
- ☐ TIRZ/Development Authority Board
- ☐ Board of Adjustment/Appeal
- ☐ Ethics Commission
- ☐ City Charter Review Committee
- ☑ New Boards Formed

PERSONAL INFORMATION

Name: KENNY KING SSN # 452190643

Home Address: 2708 TUMBLING RIVER DR City LEANDER Zip 78641

Home Phone: 512-337-7119 Cell Phone

Email Address: king936@sbcglobal.net

Do you live inside the Leander City Limits ? ☑ Yes 1 years ☐ No ☐ ETJ ?

Are you a current registered voter? ☑ Yes ☐ No
If yes, please provide copy of voter registration card

OCCUPATIONAL INFORMATION

Business Name N/A Occupation CARE GIVER

Address: City Zip

Phone:

Business Owner ☐ Yes ☑ No

Are you now or have you in the past served on any Boards or Commissions? ☐ Yes ☑ No

If yes, list Board or Commission served on: Date

Signature Date 06/01/2013

Submit applications with a resume and letter of interest to:

Debbie Haile, City Secretary
Mail: P.O. Box 319, Leander, Texas 78646 Address: 200 W. Willis, Leander, Texas 78641
Phone: 512/ 528-2743 Fax: 512/ 259-1605 Email: Debbie@leandertx.gov

Ken King

512-331-7119

king936@sbcglobal.net

I began my work life at 14 years old. I have worked various jobs, with the most focus on Security and Management. I have started businesses from scratch with no experience in the field and led a path enabling the Entrepreneur to sell the business for profit. I have worked with Honors in the US Navy, Private Security Sector, and Correctional Field.

My wife became a paraplegic in 2002 and I managed to work another 2 years before deciding it had to be work or wife. I have been home caring for her since. I now have the ability to seek employment with flexible hours as a result of kids at home that have become older and trained in wife's care.

I claimed my Health with the aid of Complete Nutrition! http://www.youtube.com/watch?v=EYryreNGxOs HYPERLINK "http://www.youtube.com/watch?

Experience

- **Care Giver/ Self Employed** | Austin, TX
  - Caregiver
  - Full-time, June 2002 to present
  - *Responsibilities*
  - Maintain records of patient care, Provide patients and families with emotional support, Change bed linens, wash and iron patients' laundry, Entertain, converse with, or read aloud to patients, Plan, purchase, prepare, or serve meals and Perform a variety of duties as requested by client. This is my Wife!
  - **The Good Stuff: From Feb. 2009 – Present**
  - **Extra on Friday Night Lights x 4, Extra upgraded to Principle on ABC's 'My Generation', extra in various Independent Movies, but got credits in 'Austin High' and Love Stinks'.**
  - **Made it Big Time as the STAR of the National TV Commercial Debut for Complete Nutrition.**
  - Testified before The Texas House of Represntatives, Texas Senate Judiciary Committee

- **Texas Department of Criminal Justice** | Huntsville, TX
  - Laundry Supervisor
  - Maintain Security in a Maximum Security Unit. Supervise 25-40 Inmates in a contained department within the Prison. Train new Inmates and ne Officers to perform duties required. Enforce Policies and discipline as needed.
  - Full-time, April 2000 to March 2003
  - Left this job due to the extensive care for my paraplegic wife.
- **Rick's Rent To Own** | Trinity, TX
  - Director
  - Full-time, August 2000 to April 2001
  - *Responsibilities*
  - Direct and coordinate activities of businesses, Review financial statements, sales and activity reports, Manage staff, Direct and coordinate organization's budget, Establish and implement departmental policies and Hire and train new employees
  - Left this business after agreement was fulfilled to build and resale business.
- **Rent-A-Center** | Huntsville, TX
  - Retail Manager
  - Full-time, November 1999 to August 2001
  - Left this job I loved so much to open business for Entrepreneurs in the same industry.
  - *Responsibilities*
  - Provide customer service, Assign employees to specific duties, Direct and supervise employees, Inventory stock, Enforce safety, health, and security rules and Hire, train, and evaluate personnel

Education

- **Trinity High** | Trinity, TX
  - (High School) — Graduated

- US Navy 1978-1984. Security, Training Officer, Emergency Response.
- Meritorious Commendation during the Persian Gulf War

- **University of Houston** | Houston, TX
  - Arrests Procedures/Body Language (Certification Program) — Graduated
  - Numerous Corporate sponsored training and management development courses in Houston and Dallas. Sponsored by: "Color Tile", "CarTemps USA Rental", and "Rent-A-Center"

- **Preferences**
  - Full-time and Part-time
  - Willing to work: Whatever hours/week. Could work more hours, but must schedule around care for paraplegic wife.
  - Willing to commute: Less than 10 miles

CITY OF LEANDER, TEXAS

Board & Commission Application

Please check appropriate boxes for all Boards or Commissions you are interested in serving on.

- [x] **Planning & Zoning Commission**
- [x] **Parks & Recreation Advisory Board**
- [ ] **Public Art Commission**
- [x] **TIRZ/Development Authority Board**
- [ ] **Board of Adjustment/Appeal**
- [ ] **Ethics Commission**
- [ ] **City Charter Review Committee**
- [ ] **Library Foundation Board**

✓ ECON. DEV. COMMITTEE

PERSONAL INFORMATION

Name: Eric Johnson

Home Address: 2311 First View City Leander Zip 78641

Home Phone: 512-336-9120 Cell Phone 512-751-9388

Email Address: ezydog@yahoo.com

Do you live inside the Leander City Limits ? [x] Yes 10months [ ] No [ ] ETJ ?

Are you a current registered voter? [x] Yes [ ] No
If yes, please provide copy of voter registration card

OCCUPATIONAL INFORMATION

Business Name Freescale Semiconductor Occupation Engineering Manager

Address: 6501 William Cannon Drive West City Austin Zip 78735

Phone: 512-895-7381

Business Owner [ ] Yes x[x] No

Are you now or have you in the past served on any Boards or Commissions? [ ] Yes [x] No

If yes, list Board or Commission served on: _____ Date _____

Signature _____ Date June 30, 2014

Submit applications with a resume and letter of interest to:

Debbie Haile, City Secretary
Mail: P.O. Box 319, Leander, Texas 78646 Address: 200 W. Willis, Leander, Texas 78641
Phone: 512/ 528-2743 Fax: 512/ 259-1605 Email: Debbie@leandertx.gov

ERIC D. JOHNSON

2311 First View • Leander, Texas • 78641
Cell: (512) 554-1732 • ezydog@yahoo.com

Results and detail driven professional with a strong background in device engineering, product engineering, cost reduction, change management, Lean, and procurement. Experienced/organized supplier and customer collaborator having successfully coordinated efforts within internal and external teams to resolve issues and achieve goals. Strong interpersonal, and leadership skills.

Summary of Qualifications

- Over 20 years semiconductor industry experience
- Solid organizational, planning, strategic, and problem-solving skills.
- Independent with ability to take on responsibility.
- Works well under pressure and coordinates staff training and development.
- Excellent interpersonal and communication skills. Strong/task driven customer and supplier collaborator.
- Ability to develop and implement organizational and/or corporate strategy across multiple groups.
- Member and former training director of Twenty-Six Two Marathon Club
- Active AISD mentor and volunteer.

Professional Experience

Freescale Semiconductor, Austin, TX 2013-Present
Microcontroller Quality Manager

- Organizational Quality leader. Managing the execution of global customer and business group deliverables, issue management/resolution, supplier management, and product and technology reliability qualification and certification

Freescale Semiconductor, Austin, TX 2010–2013
Manufacturing Excellence Manager

- Responsible for the transfer of Toulouse devices to TSMC, CHD, and OHT. Successfully qualifying > 66 parts and 6 technologies in the three factories. Zero quality/supply issues on transferred devices. Primary customer interface and escalation for transfer and other task force issues. Savings >$100million/year for the corporation.
- Global management of > 75 direct and dotted line high functioning/senior level reports through Toulouse product and technology transfer efforts.

Freescale Semiconductor, Austin, TX 2007-2010
Global Commodity Manager

- Procurement owner of > $25million direct material spend, owning wet chemicals, specialty clean materials, CMP slurries, and CMP pads for global Freescale manufacturing operations. Year over year cost savings of 10% or greater.
- Identified multiple cost reduction opportunities and assisted with the quality review, assessment, technical data reviews along with quality/fab collaboration to drive additional savings.

Freescale Semiconductor, Austin, TX 2005-2007
Technical Product Lead Engineer

- Led team of 8 engineers in Austin (and 3 in Tianjin, China). Worked directly with suppliers to drive qualifications of UMC and TSMC as die sources for ArgonLV, allowing FSL to continue providing ArgonLV die upon Crolles exit.

Freescale Semiconductor, Austin, TX 2004-2005
Product Engineer

- Key technical contributor on SCM-A11 NPI, leading fabrication and probe deliverables and driving transistor matching, yield enhancement for both Crolles and TSMC12.
- Trained TJN team and local (Austin) cross-functional groups on how to effectively use dataPOWER, JMP, and Minitab as data-analysis tools. Specifically worked with TJN team on test correlations and debug. Worked with STATS and TJN to solve mold compound issues. Helped bring up STATS as test site for SCM. Helped drive yield improvement with Crolles and Global Yield teams on Argon.

Freescale Semiconductor, Austin, TX 2003-2004
Device Engineer

- NPI and Part Owner, ERP Mentor, Device Representative for Gate Module Integration, Test Scrap Team Leader, TECD Interface Champion, 193nm Conversion Champion:

Motorola, Austin, TX 2001-2003
Device Engineer

- HiP7A NPI and Part Owner, Device Representative for Gate Module Integration, Test Scrap Team Leader, TECD Interface Champion: · Go-to person for HiP7A transistor targeting solutions as a result of work with HiP7A striping resolution, multiple NPI, and transistor retargeting (involved with running full factorial splits to develop models and rates for SD implants and gate CD's).

Motorola, Austin, TX 1994-2001
Device Engineering

- Project Leader for device and technology transfers.

AGENDA ITEM # 25

Executive Summary

July 17, 2014

Agenda Subject:	**Appointments or reappointments to the BCRUA Board**
Background:	The City is required to appoint members to serve on the BCRUA Board annually. Council Member Dishongh currently holds the Director position which is a voting member. Mayor Pro Tem Garcia holds the position of Citizen Director which is a non-voting position. The Director position, held by Council Member Dishongh is currently the Secretary of the Board and will be moved to Vice President this month.
Origination:	Mayor Fielder
Financial Consideration:	No financial impact to the City
Recommendation:	No staff recommendation
Attachments:	none
Prepared By:	Debbie Haile, City Secretary