



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

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



Thursday ~ October 2, 2014 at 7:00 PM

**Mayor – Christopher Fielder  
Place 1 – Andrea Navarrette  
Place 2 – Kirsten Lynch  
Place 3 – Simon Garcia (Mayor Pro Tem)**

**Place 4 – Ron Abruzzese  
Place 5 – Jason Dishongh  
Place 6 – David Siebold  
City Manager – Kent Cagle**

1. Open meeting, Invocation, Pledges of Allegiance
2. Roll Call
3. Staff Comments:
4. Citizen Comments: Three (3) minutes allowed per speaker  
*Please turn in speaker request form before the meeting begins*
5. Proclamation recognizing October 2014 as “LEEF” month in the City of Leander.  
*Sponsored by Council Member Dishongh*
6. Proclamation recognizing “National Night Out” 2014  
*Sponsored by Chief Minton*
7. Recognition of Sergeant Ryan Doyle and Officer John Carnley on awards received from Mothers Against Drunk Driving (MADD) at the Travis County Law Enforcement Event on September 19, 2014
8. Recognition of the City of Leander Planning Department for being awarded the “2014 Certificate of Achievement for Planning Excellence” from the Texas Chapter of the American Planning Association

**CONSENT AGENDA: ACTION**

9. Approval of the minutes: Special Meeting: September 15, 2014, Regular Meeting: September 18, 2014, and Special Called: September 22, 2014
10. Contract Award for Landscape Maintenance & Mowing Services
11. Contract Award for Right-of-Way (ROW) Mowing
12. Contract Award for Fuel Delivery and Tank Rental
13. Dedication and Acceptance of Lakeline Boulevard, Phase 3

**PUBLIC HEARING: ACTION**

14. **Public Hearing** on Subdivision Case # 14-CP-006: a Concept Plan for the Parker Tract, for 9.999 acres, more or less, located at 7160 RM 2243, Leander, Williamson County, Texas  
*Applicant: Keith Young on behalf of 162 Parker Ranch Holdings, LTD*

**Action** on Subdivision Case #14-CP-006: a Concept Plan for Parker Tract located at 7160 RM 2243, Leander, Williamson County, Texas

15. **Public Hearing** on Zoning Case #14-Z-024: Consider a zoning change for 1.72 acre tract of land, more or less, generally located at the southeast corner of the intersection of Municipal Drive and S. Bagdad Road from LC-2-B, Local Commercial to LC-3-B, Local Commercial, Leander, Williamson County, Texas  
*Applicant: Professional StruCIVIL Engineers, Inc. on behalf of Sherrie A. McIver, Emmet Hawkes Jr., Sally Ochsner, and Cynthia Hawkes*

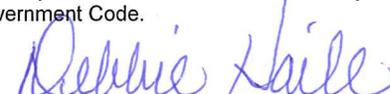
**Action** on Zoning Case #14-Z-024: amending Ordinance #05-018, the Composite Zoning Ordinance, for property located generally at the southeast corner of the intersection of Municipal Drive and S. Bagdad Road, Leander, Williamson County, Texas

## REGULAR AGENDA

16. a. Consider approval of a Resolution approving the form and authorizing the distribution of a Preliminary official statement for special assessment revenue bonds, series 2014 for the Oak Creek Public Improvement District
- b. Consider approval of a Resolution directing publication of notice of public hearing on intention to issue special assessment revenue bonds for the Oak Creek Public Improvement District
- c. Consider approval of a Resolution of the City of Leander authorizing and directing a proposed assessment roll for the Oak Creek Public Improvement District to be filed with the City Secretary; providing for and ratifying and approving notice of a public hearing to consider proposed assessments to be levied against property located in the Oak Creek Public Improvement District; and providing for related matters.
17. Ordinance Case 14-OR-007: Consider action on an ordinance adopting Chapter 3, Article 3.08, Code of Ordinances, City of Leander, Texas, regarding the regulation of signs; and providing for a savings clause and repealing conflicting ordinances and resolutions.
18. Discuss and consider process for updating the Comprehensive Plan
19. Discuss and consider priorities for FY 2014-15 involuntary annexations
20. Presentation of Planning & Zoning Commission Progress Report for Sept. 2013 to Sep. 2014
21. Consider nominations for appointments to the Public Arts Commission, Economic Development Committee and Committee for People with Disabilities
22. Council Members Closing Statements
23. 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 26th day of September, 2014 by 5:00 pm pursuant to Chapter 551 of the Texas Government Code.

  
Debbie Haile TRMC, City Secretary



# PROCLAMATION



**WHEREAS**, on January 2, 2014, the Leander City Council voted unanimously to designate every month to support a Local Charity benefiting the citizens of Leander. The City Council encourages all residents of Leander to support Local Charities with donations of their goods, money and time; and

**WHEREAS**, the Local Charity being recognized for the month of October, 2014 is Leander ISD Educational Excellence Foundation (LEEF); and

**WHEREAS**, LEEF is dedicated to improving academic outcomes for all students in the Leander Independent School District; and

**WHEREAS**, LEEF is committed to helping engage children through an early childhood literacy outreach, giving students the tools necessary to develop a love of reading at an early age; and

**WHEREAS**, LEEF provides age-appropriate new or gently used books, at no cost, to children and families throughout LISD who may not have them available at home; and

**WHEREAS**, each year LEEF holds the Student Teacher Academic Recognition (STAR) Banquet honoring 25 outstanding seniors from each of the LISD's high schools and gives them the opportunity to recognize an influential teacher in their academic career; and

**WHEREAS**, LEEF offers Innovative Teaching Grants to all educators in LISD to fund professional development training, innovative programs and tools that supplement classroom learning; and

**WHEREAS**, LEEF and LISD, together, are committed to creating and building a college and career-ready culture among students by implementing *Dual Credit Textbook Scholarships*, *Devices 4 Learning*, *Advanced Placement Scholarship Exams*, and Support to LISD AVID programs.

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

## **“LEEF” MONTH**

Signed this 2nd day of October, 2014.

Attest:

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

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



# PROCLAMATION



**WHEREAS**, the National Association of Town Watch and the Leander Police Department are sponsoring a unique, nationwide crime, drug and violence prevention program on October 7th, entitled “National Night Out”; and

**WHEREAS**, this event provides a unique opportunity for the City of Leander to join forces with thousands of other communities across the country in promoting cooperative, police-community crime prevention efforts; and

**WHEREAS**, it is essential that all citizens of the Leander be aware of the importance of crime prevention programs that impact the safety and security of their community and that their active participation can help reduce crime; and

**WHEREAS**, police-community partnerships, neighborhood safety, awareness and cooperation are the primary themes of the “National Night Out” program;

**NOW, THEREFORE WE** the Mayor and City Council of Leander, Texas do hereby call upon all citizens of Leander to join the Leander Police Department, in supporting National Night Out 2014; and

**FURTHER, LET IT BE RESOLVED THAT, WE, City of Leander**, do hereby proclaim Tuesday, October 7<sup>th</sup>, 2014 as

## “NATIONAL NIGHT OUT”



**In Leander Texas**

Attest:

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

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



**MINUTES  
SPECIAL CALLED CITY COUNCIL  
CITY OF LEANDER, TEXAS**

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

Monday ~ September 15, 2014 at 6:00 PM



**Mayor – Christopher Fielder  
Place 1 – Andrea Navarrette  
Place 2 – Kirsten Lynch  
Place 3 – Simon Garcia (Mayor Pro Tem)**

**Place 4 – Ron Abruzzese  
Place 5 – Jason Dishongh  
Place 6 – David Siebold  
City Manager – Kent Cagle**

1. Open meeting

**Mayor Fielder opened the meeting at 6:03 p.m.**

2. Roll Call

**All present except Council Members Lynch, Siebold and Abruzzese**

**PUBLIC HEARING: NO ACTION**

3. Public Hearing on a Proposal to Adopt a Tax Rate for FY 2014-15

**Dan Miche – 1800 Muledeer – expressed his concerns about the tax rate**

**Mayor Fielder announced that the vote on the tax rate will occur on Thursday, September 18, 2014 at 7:00 p.m. at the Pat Bryson Municipal Hall, 201 North Brushy Street, Leander, Texas.**

4. Adjournment

**With there being no further business, the meeting adjourned 6:08 p.m.**

Attest:

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

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



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



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

Thursday ~ September 18, 2014 at 7:00 PM

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

1. Open meeting, Invocation, Pledges of Allegiance  
**Mayor Fielder opened the meeting at 7:00 pm and welcomed those in attendance.**  
**Council Member Lynch delivered the invocation**
2. Roll Call  
**All present**
3. Staff Comments: Steve Bosak on the Bluegrass Festival  
**Steve Bosak talked about the 9<sup>th</sup> Annual Bluegrass Festival on September 26 & 27**
4. Citizen Comments: Three (3) minutes allowed per speaker  
*Please turn in speaker request form before the meeting begins*  
**Diana Phillips – 604 High Tech Drive, Georgetown – thanked the council for the support of WBCO and Meals on Wheels and recognized Brenda Staples, new Director of Meals on Wheels**

**CONSENT AGENDA: ACTION**

5. Approval of the minutes: Regular Meeting: September 04, 2014  
Special Called: September 11, 2014
6. Consider authorization of Funding Agreement with Williamson County Children's Advocacy Center
7. Consider authorization of a Funding Agreement with WBC Opportunities, Inc.
8. Consider a Special Permit Approval for the Bluegrass Festival
9. Consider a Resolution authorizing an Amendment to the City of Leander Personnel Policy
10. Second reading of an Ordinance on Zoning Case #14-Z-023: amending Ordinance #05-018, the Composite Zoning Ordinance for a tract of land located 1,300 feet from the northeast corner of the intersection of Ronald W. Reagan and County Road 177, Leander Williamson County, Texas
11. Consider Authorization to Extend the Library Management & Operations Agreement
12. Receive Quarterly Investment Report for the period ending 6/30/2014
13. Consider a Resolution adopting an Investment Policy for the City of Leander

14. Consider a Resolution approving the Brushy Creek Regional Utility Authority Proposed Annual Operating Budget for FY 2014-2015
15. Consider an Ordinance of the City of Leander, Texas, Amending Ordinance No. 13-057-00 Adopting the Annual Budget of the City of Leander, Texas for FY 2013-14
16. Consider Dedication and Acceptance of Subdivision Infrastructure Improvements for Fairways at Crystal Falls Section 2, Phase 6A
17. Consider Dedication and Acceptance of Subdivision Infrastructure Improvements for Savanna Ranch Section Two

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

**PUBLIC HEARING: ACTION**

18. **Public Hearing** on the Proposed Budget for FY 2014-15  
**Robert Powers, Finance Director explained**

**Action** on an Ordinance Adopting the FY 2014-15 Annual Budget

**Motion made by Mayor Fielder to move to ratify the property tax increase reflected in the proposed budget. Second by Council Member Navarrette. The motion passes unanimously with the following votes:**

**Council Member Navarrette: aye**  
**Council Member Lynch: aye**  
**Mayor Pro Tem Garcia: aye**  
**Council Member Abruzzese: aye**  
**Council Member Dishongh: aye**  
**Council Member Siebold: aye**  
**Mayor Fielder: aye**

**Motion made by Mayor Fielder to approve the proposed budget for FY 2014-15. Second by Council Member Dishongh. The motion passes unanimously with the following votes:**

**Council Member Navarrette: aye**  
**Council Member Lynch: aye**  
**Mayor Pro Tem Garcia: aye**  
**Council Member Abruzzese: aye**  
**Council Member Dishongh: aye**  
**Council Member Siebold: aye**  
**Mayor Fielder: aye**

19. **Public Hearing** on Zoning Case 14-Z-019: consider action on the rezoning of two tracts of land located at 523 Powell Drive for 6.95 acres, more or less. Currently, the property is zoned SFU/MH-2-B (Single Family Urban/Manufactured Home) and the applicant is proposing to zone the property PUD (Planned Unit Development), Leander, Williamson County, Texas  
*Applicant: Gary Eli Jones and David Singleton on behalf of Lexor Homes*  
**Tom Yantis, Director of Development Services explained**

**Action** on Zoning Case 14-Z-019: amending Ordinance #05-018, the Composite Zoning Ordinance, for two tracts of land located at 523 Powell Drive for 6.95 acres, more or less. Currently, the property is zoned SFU/MH-2-B (Single Family Urban/Manufactured Home) and the applicant is proposing to zone the property PUD (Planned Unit Development), Leander, Williamson County, Texas

**Motion made by Council Member Lynch to approve with the fencing regulations as approved by P & Z. Second by Mayor Pro Tem Garcia. Motion passes, all voting “aye”**

## REGULAR AGENDA

20. Presentation and consideration of Adoption of the 2014-2019 Leander Public Arts Master Plan  
*Sponsored by Mayor Pro Tem Garcia*  
**Steve Bosak, Director of Parks & Recreation explained**

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

21. Consider award of contract for Benbrook Park Improvements  
Steve Bosak, Director of Parks & Recreation explained

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

22. Consider action on Subdivision Ordinance Case 14-OR-006: amending sections of the Subdivision Ordinance, to remove public hearing requirements for the Preliminary Plat and Final Plat approvals  
**Tom Yantis, Director of Development Services explained**

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

23. First Reading of an Ordinance levying ad valorem taxes for the use and support of the municipal government of the City of Leander, Texas for FY 2014-2015  
**Robert Powers, Finance Director explained**

**Motion made by Mayor Fielder to move that the property tax rate be increased by the adoption of a tax rate of \$0.65292 which is effectively an 8.3 % increase in the tax rate. Second by Mayor Pro Tem Garcia.**

**The motion passed unanimously with the following votes:**

**Council Member Navarrette: aye**  
**Council Member Lynch: aye**  
**Mayor Pro Tem Garcia: aye**  
**Council Member Abruzzese: aye**  
**Council Member Dishongh: aye**  
**Council Member Siebold: aye**  
**Mayor Fielder: aye**

24. Consider Award of Construction Contract for Hero Way 12-inch Waterline Project  
**Wayne Watts, City Engineer explained**

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

25. Consider Interlocal Agreement for Cost Sharing of Roadway Improvements for Municipal Drive from S. West Drive to Northern Trail  
**Wayne Watts, City Engineer explained**

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

**EXECUTIVE SESSION**

26. Pursuant to Section 551.074, Tex. Gov't Code to discuss and perform annual review and evaluation of City Manager pursuant to employment contract  
*Sponsored by Mayor Fielder*

**Council convened into executive session at 7:25 pm  
Council reconvened into open session at 7:53 pm**

27. Reconvene from executive session and take action as deemed appropriate regarding discussion and possible action concerning evaluation of City Manager

**Motion made by Mayor Pro Tem Garcia to modify the City Manager contract as discussed in executive session. Second by Council Member Lynch. Motion passes, all voting “aye”**

28. Council Members Closing Statements  
**Council Members gave their closing statements**

29. Adjournment  
**With there being no further business, the meeting adjourned at 7:55 pm**

Attest:

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

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



**MINUTES  
SPECIAL CALLED CITY COUNCIL  
CITY OF LEANDER, TEXAS**

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

Monday ~ September 22, 2014 at 6:00 PM



**Mayor – Christopher Fielder  
Place 1 – Andrea Navarrette  
Place 2 – Kirsten Lynch  
Place 3 – Simon Garcia (Mayor Pro Tem)**

**Place 4 – Ron Abruzzese  
Place 5 – Jason Dishongh  
Place 6 – David Siebold  
City Manager – Kent Cagle**

1. Open meeting

**Mayor Fielder opened the meeting at 6:00pm.**

2. Roll Call

**All present except Mayor Pro Tem Garcia and Council Member Siebold.**

3. Second Reading of an Ordinance levying ad valorem taxes for the use and support of the municipal government of the City of Leander, Texas for FY 2014-2015

**Motion made by Mayor Fielder to move that the property tax rate be increased by the adoption of a tax rate of \$0.65292 which is effectively an 8.3 % increase in the tax rate. Second by Council Member Dishongh .**

**The motion passed unanimously with the following votes:**

**Council Member Navarrette: aye  
Council Member Lynch: aye  
Council Member Abruzzese: aye  
Council Member Dishongh: aye  
Mayor Fielder: aye**

4. Adjournment

**With there being no further business, the meeting adjourned at 6:01 pm.**

Attest:

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

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



**Executive Summary**

**October 2, 2014**

**Subject:** Consider a Contract Award for Landscape Maintenance & Mowing Services

**Background:** Six bids were received September 17<sup>th</sup> for landscape mowing and maintenance services for FY 2014-15. The scope of work includes mowing and landscape maintenance at 14 locations including City Hall, Library, Fire Stations 1 & 2, Police & Fire Administration, Planning & Economic Development Buildings, Police Shooting Range, Broade Way/Bagdad St./S. West Street ROW, 5 city parks (Mason Creek, Mason Homestead, Northcreek Ranch, Sarita Valley Greenbelt, Veterans) and a portion of the Bagdad Heritage Trail.

<b>BID TABULATION</b>	
<i>Bidder</i>	<i>Total Bid</i>
Capital Landcare	\$79,545
Greater Texas Landscapes	\$80,832
Landscape Ranch Services	\$59,996
Maldonado Nursery & Landscape	\$70,982
Pampered Lawns Austin	\$106,354
Red & White Greenery	\$88,707

The lowest qualified bidder was Landscape Ranch Services. This company has provided mowing and maintenance services to the city since 2009 and they do acceptable work.

**Financial Consideration:** \$60,000 for FY 2014-15

**Recommendation:** Staff respectfully recommends awarding the 2014 Landscape Mowing & Maintenance Services to Landscape Ranch Services in the amount of \$59,996.

Staff also recommends Council authorization for the City Manager to execute the contract.

**Attachments:** None

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



**Executive Summary**

**October 2, 2014**

**Council Agenda Subject:** Consideration of Award of Right-of-Way (ROW) Mowing Contract

**Background:** Five bids were received and opened on September 4, 2014, for the ROW Mowing Contract for street rights-of-way, drainage areas, and easements. Kin Performance Contractors was the lowest, qualified bidder. The second lowest bidder was Landscape Ranch Services (LRS). Last year's ROW mowing contract was \$121, 934.61. The recommendation does not include the Alternate Bid Item (Reagan Blvd.), but does include approximately 3.6 acres and 168 acres of additional mowing under Schedules B & C, respectively. The contract agreement is for a twelve month period, with an option to renew the agreement for two twelve month periods.

**Origination:** Patrick A. Womack, P.E. Public Works Director

**Financial Consideration:** \$143,054.81 from the Public Works General Fund, Contract Labor, GL# 01-21-5600

**Recommendation:** Staff requests Council approve the contract agreement for the FY2014-2015 ROW Mowing and Maintenance Services in the amount of \$143,054.81 with Kin Performance Contractors and authorize the City Manager to sign the contract.

**Attachments:** Bid Tabulation Form and Contract Agreement

**Prepared by:** Patrick A. Womack, P.E. Public Works Director

**STANDARD CONTRACT AGREEMENT FOR RIGHT-OF-WAY  
MOWING AND MAINTENANCE SERVICES**

THE STATE OF TEXAS                   §

COUNTY OF WILLIAMSON           §           KNOW ALL BY THESE PRESENTS:

This Standard Contract Agreement For Right-Of-Way Mowing and Maintenance Services (hereinafter referred to as the "Agreement") is made and entered into on this \_\_\_ day of \_\_\_\_\_ 2014, by and between the **City of Leander, Texas**, a home-rule city and municipal corporation with principal offices located at 200 W. Willis Street, Leander, Williamson and Travis Counties, Texas, 78641 (hereinafter referred to as the "City"), and **Kim Performance Contractors, LLC**, a Texas limited liability company, with principal offices located at with principal offices located at 505 Kathleen Lane, Leander, Texas 78641 (hereinafter referred to as "Contractor").

**1. Agreement.** That, for and in consideration of the mutual terms, conditions and covenants of this Agreement and the accompanying documents between City and Contractor and for and in consideration of payments as set forth therein, Contractor hereby agrees to commence and perform landscape maintenance services, consisting of furnishing all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to perform the landscape maintenance services according to the schedules and frequencies detailed in the attachments hereto and the City's direction at the locations identified in the Contract documents, in accordance with Invitation & Instructions to Bidders, the Notices to Bidders, the General Conditions, the completed Proposal Form and attachments, the List of Machinery & Equipment, the Appendices, the Insurance Certificates, and any addenda thereto, all of which are made a part hereof and collectively evidence and constitute the entire contract (the "Contract Documents."). The Contractor shall satisfactorily perform all work as specified or indicated in the Contract Documents.

**2. Consideration.** The City agrees to pay Contractor from available funds for satisfactory performance of this Agreement, the price or prices as shown in the Contract Documents, i.e. Bid Proposal Mowing of Rights-of-Way, Street Medians, Drainage Channels, Retention/Detention Ponds and other Project Areas (Schedules A, B, C & D Areas) submitted by the Contractor that is approved by the City, attached and incorporated herein, in the amount of **\$143,054.81** per year, for mowing services provided to the Project Area properties and frequencies specified in Schedules A, B, C & D, subject to proper additions and deductions as provided in the Contract Documents. The City agrees to make payments on account thereof as provided therein. Lack of funds shall render this Agreement null and void to the extent funds are not available. Deviations from the Contract Documents and frequencies specified in Schedules A, B, C or D shall require prior written approval by the City. No change orders shall be made, nor will bills for changes, alterations, modifications, deviations, and extra work orders be recognized or paid for except upon the written order from authorized personnel of the City. Approved change orders shall not exceed the the original contract price by more than twenty-five percent (25%). Written change orders that do not exceed twenty-five percent (25%) of the original contract amount may be made or approved by the City Manager or his delegate if the total of the change order(s), in the aggregate, is less than Fifty Thousand Dollars (\$50,000.00). Any requests by the Contractor resulting in a change to the contract amount shall be made prior to the beginning of the work covered by the proposed change or the right to payment for such extra work may be waived.

**3. Independent Contractor.** Contractor expressly agrees that Contractor, during the term of this Agreement, is not and shall not be an agent or employee of the City, but is and independent contractor, and no withholding of Social Security or federal income Tax or other deductions shall be made from the sums agreed to be paid to the Contractor in the pricing schedule.

**4. Non-Discrimination Policy.** Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin.

**5. Indemnification.** Contractor will indemnify and save harmless the City, its officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, injuries, costs, expenses, and attorneys' fees, arising out of a willful or negligent act or omission of the Contractor, its officers, agents, servants and employees; provided, however, that this Indemnity shall not apply to any claims, demands, damages, costs, expenses and attorneys' fees arising out of the award of this Agreement based upon any willful or negligent act or omission of the City, its officer, agents, servants and employees.

**6. Notice.** Any notice required or desired to be given under this Agreement shall be in writing with copies directed as indicated and shall be personally delivered or given by mail. Any notice given shall be deemed to have been given when hand delivered or, if mailed, as of seventy-two hours from the time when notice was deposited in the United States mails (certified or registered, return receipt requested, postage prepaid), addressed to the party to be served with a copy as indicated herein. Either party hereto may change its address for purposes of notice by giving notice of such change of address to the other party.

**7. Waiver.** Waiver of any breach of this Agreement shall not constitute waiver of any subsequent breach.

**8. No Joint Venture.** This Agreement shall not be construed to establish a partnership, joint venture, agency, or joint enterprise, express or implied, nor any employer-employee or borrowed servant relationship by and among the parties hereto. Nor shall this Agreement be construed to create or grant rights, contractual or otherwise, to any other person or entity not a party to this Agreement. Each party shall remain solely responsible for the proper direction of its employees and an employee of one shall not be deemed an employee or borrowed servant of the other for any reason.

**9. No Third Party Beneficiaries.** Nothing herein shall ever be construed to confer upon any third person any rights, benefits or remedies, contractual or otherwise, as a third party beneficiary by reason of this Agreement.

10. **Governmental Immunity.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either the City or its officers and employees. Neither the City, nor its officers and employees waive, modify or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas.

11. **Amendments and Change.** No alteration, addition or amendment to the terms of this Agreement shall be made except by a formal written amendment hereto executed by both the Contractor and the City.

12. **Oral and Written Agreements.** Any and all agreements heretofore made, if any, between the parties regarding the subject matter of this Agreement have been reduced to writing and are contained herein. This Agreement states the sole and exclusive terms of agreement between the parties regarding the subject matter of this Agreement, and any and all prior agreements, regarding such subject matter, not set forth herein are null and void.

13. **Compliance with Laws.** Contractor shall conduct operations under and provide all services pursuant to this Agreement in compliance with all applicable laws, rules, regulations, including municipal ordinances of the City.

14. **Texas Law Governs.** 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 Williamson County, Texas.

15. **Interpretation.** Although drawn by City, both parties hereto expressly agree and assert that in the event of any dispute over its meaning or application, this Agreement shall be interpreted reasonably and fairly, and neither more strongly for nor against either party.

**IN WITNESS WHEREOF,** both parties have caused this Agreement to be signed in their respective corporate names by duly authorized representatives, and the parties hereby bind themselves, their successors and assigns for the faithful and full performance of the terms and provisions hereof.

**EXECUTED** on the latest date of the signatories indicated below.

**CITY OF LEANDER, TEXAS**

**KIN PERFORMANCE CONTRACTORS,  
LLC**

(CITY)

(CONTRACTOR)

BY: \_\_\_\_\_  
Kent Cagle, City Manager

BY: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

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

ATTEST:

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

Bid Info: City of Leander  
Right of Way Mowing

Solicitation No. IFB#S14-017

Opening: 09/10/2014

EVALUATION CRITERIA	Max Points	Kin Performance Contractors	 Landscape Ranch Services	 Sun Terra Landscape Services	 Capital Land Care	 Maldonado Nursery and Landscape
<b>Price and Score</b>	<b>65</b>	<b>65</b>	<b>57</b>	<b>43</b>	<b>40</b>	<b>43</b>
Right of Way Mowing - Schedule A		\$31,902.96	\$40,920.66	\$48,489.56	\$51,991.97	\$49,256.35
Right of Way Mowing - Schedule B		\$30,594.82	\$35,381.76	\$44,400.64	\$47,846.56	\$43,236.94
Right of Way Mowing - Schedule C		\$72,944.13	\$81,920.53	\$111,551.36	\$119,586.54	\$104,143.65
Right of Way Mowing - Schedule D		\$420.00	\$600.00	\$256.00	\$340.00	\$300.00
Alternate Bid Item		\$29,004.56	\$29,108.52	\$44,355.84	\$47,550.85	\$51,979.50
<b>TOTAL:</b>	<b>100</b>	<b>98</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>
Reputation of Bidder	<b>15</b>	<b>13</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>
References		See reference check forms	Previous City of Leander Vendor; Additional references not checked at this time	References not checked at this time	References not checked at this time	References not checked at this time
Quality of Goods and Services Meet City's Needs	<b>20</b>	<b>20</b>				
Respondent is qualified and meets all solicitation requirements. Regularly engaged in this type of business, truck appearance and adequate number of supervisors and full time employees.		Truck Appearance - Adequate but need company name prior to site work Employees - Adequate	N/A	N/A	N/A	N/A

**AWARD**



**Executive Summary**

**October 2, 2014**

**Council Agenda Subject:** Consider Award for Fuel Delivery and Tank Rental Contract

**Background:** Two bids were received and opened on September 11, 2014, for the Fuel Delivery and Tank Rental. Triple S Petroleum was the lowest, qualified bidder. The second lowest bidder was Sun Coast Resources. The contract provides for delivery of gasoline, “On-road” diesel, “Off-Road” diesel fuel, and for refilling generators. Rented fuel storage tanks will be located at Public Works Facilities and the Golf Course. The contract agreement’s initial term or duration is five (5) consecutive twelve (12) month periods with the option to renew for two (2) additional twelve month periods.

**Origination:** Joy Simonton, Purchasing Agent

**Financial Consideration:** \$177,168.00 (estimated) from various General and Utility Funds for Gas and Oil, GL# XX-XX-5240.

**Recommendation:** Staff requests Council approve the contract agreement for the FY2014-2015 Fuel Delivery and Tank Rental Contract Agreement with Triple S Petroleum and authorize the City Manager to sign the contract agreement.

**Attachments:** Bid Evaluation & Summary, Contract Agreement, and Purchasing Agent Recommendation

**Prepared by:** Joy Simonton Purchasing Agent and Patrick A. Womack, P.E. Public Works Director



City of Leander

## INTEROFFICE MEMO

DATE: September 15, 2014

TO: Pat Womak

FROM: Joy Simonton

RE: Recommendation for Award for Fuel Delivery and Tank Rental  
Solicitation #S14-007 Fuel Delivery and Tank Rental

---

The Purchasing Division recommends the following award (document attached) for Fuel Delivery and Tank Rental in accordance with the Best Value Evaluation Process.

Two (2) responses were received. Two (2) HUBS were notified of the solicitation.

JB

CC: FILE

Bid Info: City of Leander  
 Fuel Delivery and Tank Rental  
 Solicitation No. IFB#S14-007  
 Opening: 09/11/2014

<b>EVALUATION CRITERIA</b>		 Triple S Petroleum	 Sun Coast Resources
<b>Pricing</b>			
Item #1	Octane Gasoline, E10 Gasoline	\$78,148.00	\$93,438.80
Item #2	USLD Non-Road Dyed Red Diesel	\$61,570.00	\$72,194.00
Item #3	USLD Clear On-Road Diesel	\$21,704.90	\$25,984.00
	<b>Fuel Total</b>	<b>\$161,423</b>	<b>\$191,617</b>
Item #4	Tank Rental	\$0.00	\$125.00
Item #5	Tank Rental	\$250.00	\$150.00
Item #6	Tank Rental	\$700.00	\$0.00
Item #7	Tank Rental	\$2,335.00	\$5,100.00
Item #8	Tank Rental	\$2,025.00	\$3,300.00
Item #9	Tank Rental	\$2,025.00	\$3,300.00
Item #10	Tank Rental	\$2,335.00	\$5,100.00
Item #11	Tank Rental	\$2,025.00	\$3,300.00
Item #12	Tank Rental	\$2,025.00	\$3,300.00
Item #13	Tank Rental	\$2,025.00	\$3,300.00
	<b>Tank Total</b>	<b>\$15,745</b>	<b>\$26,975</b>
Item #14	Minimum Fuel Delivery Tanks	400 Un; 300 Dsl	500 Un; 500 Dsl
Item #15	Minimum Fuel Delivery Generators	300 Dsl	300 Dsl
<b>Reputation of Bidder</b>			
References acceptable		References acceptable; Previous City of Leander Vendor	References not checked at this time
<b>Quality of Goods and Services Meet City's Needs</b>			
Fuel and tanks meet specification.		Yes	Yes

**AWARD**



**Executive Summary**

**October 2, 2014**

**Council Agenda Subject:** Consider Dedication and Acceptance of Lakeline Boulevard, Phase 3

**Background:** The infrastructure improvements required for Lakeline Boulevard, Phase 3, have been installed, inspected, and found to be satisfactorily completed. All documentation required for acceptance of the roadway have 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 October 2, 2014, which will provide warranty and maintenance coverage for the infrastructure improvements through October 2, 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 roadway infrastructure improvements for Lakeline Boulevard, Phase 3.

**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





**Carlson, Brigance & Doering, Inc.**  
**Civil Engineering ❖ Surveying**

ENGINEER'S CONCURRENCE  
 FOR  
 CITY OF LEANDER

PROJECT: LAKELINE BOULEVARD PHASE 3

Owner's Name and Address

Consultant Engineer's Name  
 and Address

KB HOME  
c/o John Zinsmeyer  
Authorized Representative  
10800 Pecan Park Blvd, st 200  
Austin, Texas 78750

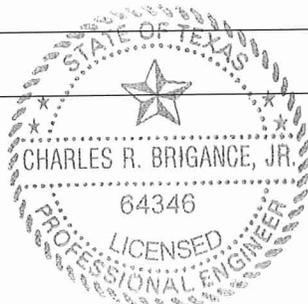
Carlson Brigance & Doering, Inc.  
5501 West William Cannon Dr  
Austin, Texas 78749  
(512) 280-5160

On this day, I, the undersigned professional engineer, or my representative, made a visual inspection of the above referenced project. No discrepancies in approved construction plans or deficiencies in construction were visible or brought to my attention by the inspecting authority except those listed below. I, therefore, recommend acceptance of this project by the City of Leander, once the following listed items are corrected to the satisfaction of the Public Works Department.

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

No items remain.

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



Seal

F3791

*Charles R. Brigance, Jr.*  
 Charles R. Brigance, P.E.

64346  
 Texas Registration Number

9-19-14  
 Date

Carlson, Brigance & Doering, Inc.  
 F-3791

MAINTENANCE BOND  
Subdivision Improvements

Bond No. 4391555Mnt

THE STATE OF TEXAS           §

COUNTY OF WILLIAMSON       §

KNOW ALL BY THESE PRESENTS, that Austin Engineering Co., Inc. as Principal, whose address is P.O. Box 342349, Austin, Texas 78734 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 Four Hundred Thirty Seven Thousand One Hundred Twenty Seven and 95/100's Dollars (\$437,127.95) 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 Lakeline Blvd Phase III (*insert description of subdivision improvements*) (the "improvements") pursuant to the ordinances of the Obligee, which ordinances are hereby expressly made a part hereof as though the same were written and embodied herein;

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

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

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

notified, it is agreed that the Obligee may do said work and supply such materials, and charge the same against Principal and Surety on this obligation.

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

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

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

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

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

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 2nd day of June, 2014.

Austin Engineering Co., Inc.  
Principal

Suretec Insurance Company  
Surety

By: 

By: 

Title: Travis W. Keller, Vice President

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

Address:

Address:

P.O. Box 342349

1330 Post Oak Blvd., Suite 1000

Austin, Texas 78734

Houston, Texas 77056

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

Ballew Surety Agency, Inc., David S. Ballew Insurance

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

(Seal)

# 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 12/31/2015 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 20<sup>th</sup> 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.

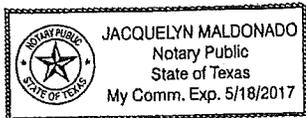
SURETEC INSURANCE COMPANY

By: [Signature]  
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.



[Signature]  
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 2nd day of June 2014, A.D.

[Signature]  
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.

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**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.

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**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.



**Carlson, Brigance & Doering, Inc.**  
Civil Engineering ❖ Surveying

September 19, 2014

Mr. Wayne Watts, P.E.  
City of Leander  
Public Works Director  
205 South Street  
Leander, Texas 78641

**RE: LAKELINE BOULEVARD PHASE III FINAL ACCEPTANCE AND  
FINAL COST CERTIFICATION  
CBD 4611**

Dear Wayne:

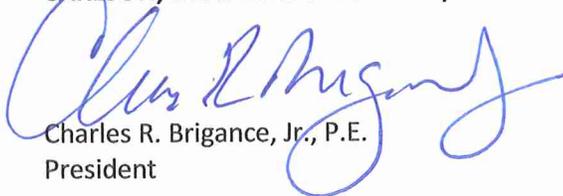
Please find attached items necessary for Project Acceptance for Lakeline Boulevard Phase III. Attached please find the final pay estimate, the maintenance bond, affidavit of bills paid, three (3) copies of the as-built drawings, and an electronic copy of the as-built plans.

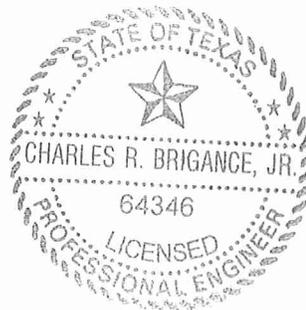
We have reviewed the final pay estimate from Austin Engineering Company for Lakeline Boulevard Phase III (see attached) and calculate the final cost as follows (excluding dry utilities, but including payment and performance bonds):

Original Contract Amount:	\$4,240,152.47
Change Orders:	\$149,653.00
<b>TOTAL PROJECT COST:</b>	<b>\$4,389,805.47</b>

Please let us know if you require any other information.

Best Regards,  
**CARLSON, BRIGANCE & DOERING, INC.**

  
Charles R. Brigance, Jr., P.E.  
President



F3791

Contractor  
 Austin Engineering Co., Inc  
 P. O. BOX 342349  
 Austin, Texas 78734-2349  
 Phone: (512)321-1494 FAX (512) 321-1165

Owner  
 KB Home Lone Star, Inc.  
 Attn: Nat Waggoner, LDU-PM  
 10800 Pecan Park, Suite 200  
 Austin, TX 78750

# INVOICE

Estimate Number: SIXTEEN (16) Invoice #: 14265  
 Estimate Date: 5/27/2014 RETAINAGE  
 KB HOME CONTRACT NO: 531647Z

Project: Lakeline Boulevard Extension Phase 3  
 AECO CLIENT NO.: 5050  
 AECO Job No. 13-011

Original Contract Amount: \$ 4,240,152.47  
 Change Orders 149,053.00  
 Contract Amount \$4,389,205.47

ITEM / MILCO NO.	DESCRIPTION	CONTRACT			PREVIOUS			CURRENT			TOTAL		
		Unit	QTY	Unit Price	Amount	QTY	Amount	QTY	Amount	QTY	Amount Due	Compl.	
1	PREPARING ROW (RDWV)	STA	72	\$1,861.00	\$ 135,432.00	100%	\$ 135,432.00	0%	\$ -	100%	\$ 135,432.00	100%	
2	REMOVING CONC (CURB AND GUTTER)	LF	84	\$10.00	\$ 840.00	100%	\$ 840.00	0%	\$ -	100%	\$ 840.00	100%	
3	EXCAVATION (RDWV)	CY	30.106	\$8.85	\$ 266,438.10	100%	\$ 266,438.10	0%	\$ -	100%	\$ 266,438.10	100%	
4	EXCAVATION (CHANNEL)	CY	10.107	\$0.01	\$ 101.07	100%	\$ 101.07	0%	\$ -	100%	\$ 101.07	100%	
5	EMBANKMENT (FINAL)(DENS CONT)(TY C)	CY	2,909	\$5.50	\$ 15,999.50	100%	\$ 15,999.50	0%	\$ -	100%	\$ 15,999.50	100%	
6	FURNISHING AND PLACING TOPSOIL (4")	SY	25,971	\$0.80	\$ 20,776.80	100%	\$ 20,776.80	0%	\$ -	100%	\$ 20,776.80	100%	
7	BROADCAST SEED (TEMP) (WARM)	SY	12,986	\$0.01	\$ 129.86	100%	\$ 129.86	0%	\$ -	100%	\$ 129.86	100%	
8	DRILL SEEDING (PERM) (RURAL) (CLAY)	SY	25,971	\$0.30	\$ 7,791.30	100%	\$ 7,791.30	0%	\$ -	100%	\$ 7,791.30	100%	
9	VEGETATIVE WATERING	MG	649	\$32.00	\$ 20,768.00	100%	\$ 20,768.00	0%	\$ -	100%	\$ 20,768.00	100%	
10	FL BS (CMP IN PLO) (TYA GR5) (FINAL POS)	CY	18,247	\$34.50	\$ 629,521.50	100%	\$ 629,521.50	0%	\$ -	100%	\$ 629,521.50	100%	
11	PRIME COAT (MC-30)	GAL	8,327	\$4.36	\$ 36,305.72	100%	\$ 36,305.72	0%	\$ -	100%	\$ 36,305.72	100%	
12	TRENCH EXCAVATION PROTECTION	LF	187	\$1.00	\$ 187.00	100%	\$ 187.00	0%	\$ -	100%	\$ 187.00	100%	
13	RIPRAP (STONE PROTECTION) (18 IN)	CY	61	\$20.00	\$ 1,220.00	100%	\$ 1,220.00	0%	\$ -	100%	\$ 1,220.00	100%	
14	CONC BOX CULV (7 FT X 4 FT)	LF	170	\$25.80	\$ 4,386.00	100%	\$ 4,386.00	0%	\$ -	100%	\$ 4,386.00	100%	
15	CONC BOX CULV (8 FT X 5 FT)	LF	204	\$360.00	\$ 73,440.00	100%	\$ 73,440.00	0%	\$ -	100%	\$ 73,440.00	100%	
16	RC PIPE (CL III) (18 IN)	LF	973	\$52.00	\$ 50,596.00	100%	\$ 50,596.00	0%	\$ -	100%	\$ 50,596.00	100%	
17	RC PIPE (CL III) (24 IN)	LF	1,080	\$80.00	\$ 86,400.00	100%	\$ 86,400.00	0%	\$ -	100%	\$ 86,400.00	100%	
18	RC PIPE (CL III) (30 IN)	LF	1,768	\$116.00	\$ 205,100.80	100%	\$ 205,100.80	0%	\$ -	100%	\$ 205,100.80	100%	
19	RC PIPE (CL III) (36 IN)	LF	941	\$80.00	\$ 75,280.00	100%	\$ 75,280.00	0%	\$ -	100%	\$ 75,280.00	100%	
20	RC PIPE (CL III) (42 IN)	LF	1,266	\$130.00	\$ 164,580.00	100%	\$ 164,580.00	0%	\$ -	100%	\$ 164,580.00	100%	
21	MANH (COMPL) (LEANDER)	EA	11	\$3,800.00	\$ 41,800.00	100%	\$ 41,800.00	0%	\$ -	100%	\$ 41,800.00	100%	
22	INLET (COMPL)(CURB)(LEANDER)(10)	EA	34	\$3,590.00	\$ 122,060.00	100%	\$ 122,060.00	0%	\$ -	100%	\$ 122,060.00	100%	
23	SET (TY 1) (S=7 FT) (HW=6 FT) (3-1) (C)	EA	2	\$1.00	\$ 2.00	100%	\$ 2.00	0%	\$ -	100%	\$ 2.00	100%	
24	SET (TY 1) (S=8 FT) (HW=6 FT) (3-1) (C)	EA	2	\$9,750.00	\$ 19,500.00	100%	\$ 19,500.00	0%	\$ -	100%	\$ 19,500.00	100%	
25	MOBILIZATION	LS	1	\$215,000.00	\$ 215,000.00	100%	\$ 215,000.00	0%	\$ -	100%	\$ 215,000.00	100%	
26	BARRICADES, SIGNS AND TRAF HANDLE	MO	6	\$320.00	\$ 1,920.00	100%	\$ 1,920.00	0%	\$ -	100%	\$ 1,920.00	100%	
27	ROCK FILTER DAMS (INSTALL) (TY 2)	LF	60	\$18.40	\$ 1,104.00	100%	\$ 1,104.00	0%	\$ -	100%	\$ 1,104.00	100%	
28	ROCK FILTER DAMS (REMOVE)	LF	60	\$4.90	\$ 294.00	100%	\$ 294.00	0%	\$ -	100%	\$ 294.00	100%	
29	CONSTRUCTION EXIT (INSTALL) (TY 1)	SY	130	\$8.05	\$ 1,046.50	100%	\$ 1,046.50	0%	\$ -	100%	\$ 1,046.50	100%	
30	CONSTRUCTION EXIT (REMOVE)	SY	130	\$1.55	\$ 201.50	100%	\$ 201.50	0%	\$ -	100%	\$ 201.50	100%	
31	CONC CURB & GUTTER (TY 11)	LF	6,701	\$2.00	\$ 13,402.00	100%	\$ 13,402.00	0%	\$ -	100%	\$ 13,402.00	100%	
32	CHAIN LINK FENCE (REMOVE)	LF	27,150	\$10.90	\$ 295,935.00	100%	\$ 295,935.00	0%	\$ -	100%	\$ 295,935.00	100%	
33	INSTL DEL ASSM (D-S) SZ 1 (FLX)	LF	581	\$8.75	\$ 5,081.75	100%	\$ 5,081.75	0%	\$ -	100%	\$ 5,081.75	100%	
34	REFL PAV MKR TY1 (W) (4") (BRK) (100 MIL)	EA	9	\$87.00	\$ 783.00	100%	\$ 783.00	0%	\$ -	100%	\$ 783.00	100%	
35	REFL PAV MKR TY1 (W) (4") (SLD) (100 MIL)	LF	13,651	\$0.52	\$ 7,098.52	100%	\$ 7,098.52	0%	\$ -	100%	\$ 7,098.52	100%	
36		LF	1,428	\$1.05	\$ 1,499.40	100%	\$ 1,499.40	0%	\$ -	100%	\$ 1,499.40	100%	

# INVOICE

Contractor: Austin Engineering Co., Inc.  
 P. O. Box 342349  
 Austin, Texas 78734-2349  
 Phone: (512)327-1464 FAX (512) 327-1765

Estimate Number: SIXTEEN (16) Invoice #: 14265  
 Estimate Date: 5/27/2014 RETAINAGE  
 KB HOME CONTRACT NO.: 5378472  
 Original Contract Amount: \$ 4,240,152.47  
 Unchange Orders 149,053.00  
 Contract Amount \$4,389,205.47

Owner: KB Home Lone Star, Inc.  
 Attn: Nat Waggoner, LDP-PM  
 10800 Pecan Park, Suite 200  
 Austin, TX 78720

Project: Lakeline Boulevard Extension Phase 3

AECO CLIENT NO.: 5050 AECO Job No. 13-011

ITEM / WILCO NO.	DESCRIPTION	CONTRACT			PREVIOUS			CURRENT			TOTAL		Compl. %
		Unit	QTY	Unit Price	Amount	QTY	Amount	QTY	Amount	QTY	Amount Due		
37	0666-2064 REFL PAV MRK TY I (WV) (ARROW) (100 MILL)	EA	21	\$152.00	\$ 3,192.00	100%	\$ 3,192.00	0%	\$ -	100%	\$ 3,192.00	100%	
38	0666-2069 REFL MRK TY I (WV) (WORD) (100 MILL)	EA	12	\$193.00	\$ 2,316.00	100%	\$ 2,316.00	0%	\$ -	100%	\$ 2,316.00	100%	
39	0666-2066 REFL PAV MRK TY I (WV) (DBL ARROW) (100 MILL)	EA	2	\$204.00	\$ 408.00	100%	\$ 408.00	0%	\$ -	100%	\$ 408.00	100%	
40	0666-2142 REFL PAV MRK TY II (WV) (4") (BRK)	LF	13,651	\$0.21	\$ 2,866.71	100%	\$ 2,866.71	0%	\$ -	100%	\$ 2,866.71	100%	
41	0666-2145 REFL PAV MRK TY II (WV) (4") (SLD)	LF	1,428	\$0.58	\$ 828.24	100%	\$ 828.24	0%	\$ -	100%	\$ 828.24	100%	
42	0666-2180 REFL PAV MRK TY II (WV) (ARROW)	EA	21	\$88.00	\$ 1,848.00	100%	\$ 1,848.00	0%	\$ -	100%	\$ 1,848.00	100%	
43	0666-2185 REFL PAV MRK TY II (WV) (WORD)	EA	12	\$94.00	\$ 1,128.00	100%	\$ 1,128.00	0%	\$ -	100%	\$ 1,128.00	100%	
44	0666-2173 REFL PAV MRK TY II (WV) (DBL ARROW)	EA	2	\$84.00	\$ 168.00	100%	\$ 168.00	0%	\$ -	100%	\$ 168.00	100%	
45	0672-2017 REFL PAV MRK TY II-C-R	EA	2	\$12.00	\$ 24.00	100%	\$ 24.00	0%	\$ -	100%	\$ 24.00	100%	
46	3224 2021 D-GR HMA (OCCA) TY-C SAC-B PG64-22	TON	13,740	\$75.80	\$ 1,041,492.00	100%	\$ 1,041,492.00	0%	\$ -	100%	\$ 1,041,492.00	100%	
47	COA 5095-1A INLET, 4-SIDED AREA	EA	2	\$2,400.00	\$ 4,800.00	100%	\$ 4,800.00	0%	\$ -	100%	\$ 4,800.00	100%	
48	COA 510-AW-16 16" PVC PIPE WL	LF	7,022	\$72.00	\$ 505,584.00	100%	\$ 505,584.00	0%	\$ -	100%	\$ 505,584.00	100%	
49	COA 510-AW-12 12" PVC PIPE WL	LF	455	\$50.00	\$ 22,750.00	100%	\$ 22,750.00	0%	\$ -	100%	\$ 22,750.00	100%	
50	COA 511S-B FIRE HYDRANTS	EA	13	\$3,800.00	\$ 49,400.00	100%	\$ 49,400.00	0%	\$ -	100%	\$ 49,400.00	100%	
51	COA 511s-A16 16" GATE VALVE	EA	6	\$6,000.00	\$ 36,000.00	100%	\$ 36,000.00	0%	\$ -	100%	\$ 36,000.00	100%	
52	COA 511S-A12 12" GATE VALVE	EA	8	\$2,800.00	\$ 22,400.00	100%	\$ 22,400.00	0%	\$ -	100%	\$ 22,400.00	100%	
53	COA 510-AW DUCTILE IRON FITTINGS	TONS	3	\$9,800.00	\$ 29,400.00	100%	\$ 29,400.00	0%	\$ -	100%	\$ 29,400.00	100%	
54	COA 510-AW6 6" D.I. PIPE FOR FH	LF	65	\$48.00	\$ 3,120.00	100%	\$ 3,120.00	0%	\$ -	100%	\$ 3,120.00	100%	
55	COA 511S-A6 6" GATE VALVE	EA	13	\$1,400.00	\$ 18,200.00	100%	\$ 18,200.00	0%	\$ -	100%	\$ 18,200.00	100%	
56	COA 511S-A6 6" AIR RELEASE VALVE	EA	1	\$2,200.00	\$ 2,200.00	100%	\$ 2,200.00	0%	\$ -	100%	\$ 2,200.00	100%	
57	COA 510-JW-16-16 CONNECTION TO - NEW 16" TO EXIST 16"	EA	1	\$3,000.00	\$ 3,000.00	100%	\$ 3,000.00	0%	\$ -	100%	\$ 3,000.00	100%	
58	COA 5065-824 24" STEEL ENCASUREMENT PIPE	LF	60	\$76.00	\$ 4,560.00	100%	\$ 4,560.00	0%	\$ -	100%	\$ 4,560.00	100%	
59	COA 5095-1 TRENCH SAFETY	LF	7,803	\$1.00	\$ 7,803.00	100%	\$ 7,803.00	0%	\$ -	100%	\$ 7,803.00	100%	
				<b>TOTAL CONTRACT</b>	<b>\$ 4,240,152.47</b>		<b>\$ 4,240,152.47</b>	<b>0</b>	<b>\$ -</b>		<b>\$ 4,240,152.47</b>		
CHANGE ORDER - ADD ALT P&P BOND		LS	1	\$ 50,000.00	\$ 50,000.00	100%	\$ 50,000.00	0%	\$ -	100%	\$ 50,000.00	100%	
PAYMENT & PERFORMANCE BOND (INCLUDING 1-YR @10% MAINTENANCE BOND)		TN	1.4	\$ 9,800.00	\$ 13,720.00	100%	\$ 13,720.00	0%	\$ -	100%	\$ 13,720.00	100%	
ADD DUCTILE IRON FITTINGS FOR DRIPPING W/ UNDER PROP. SS DUE TO FLOW LINE CONFLICTS		LS	1.0	\$ 103.00	\$ 103.00	100%	\$ 103.00	0%	\$ -	100%	\$ 103.00	100%	
ADD BOND PREMIUM INCREASE		LS	1.0	\$ 103.00	\$ 103.00	100%	\$ 103.00	0%	\$ -	100%	\$ 103.00	100%	
				<b>TOTAL CHANGE ORDER</b>	<b>\$ 63,823.00</b>		<b>\$ 63,823.00</b>	<b>0</b>	<b>\$ -</b>		<b>\$ 63,823.00</b>		

Contractor: Austin Engineering Co., Inc.  
 P. O. Box 342349  
 Austin, Texas 78734-2349  
 Phone: (512)521-1464 FAX (512) 521-1785

Owner: KB Home Lone Star, Inc.  
 Attn: Nat Wagoner, LDRM  
 10800 Pecan Park, Suite 200  
 Austin, TX 78720

# INVOICE

Project: Lakeline Boulevard Extension Phase 3

AECO CLIENT NO.: 5050

AECO Job No. 13-011

Estimate Number: SIXTEEN (16) Invoice #: 14265  
 Estimate Date: 5/27/2014 RETAINAGE  
 Original Contract Amount: \$ 4,240,132.47  
 Change Orders 149,093.00  
 Contract Amount \$4,389,205.47

KB HOME CONTRACT NO: 537847Z

ITEM / WILCO NO.	DESCRIPTION	CONTRACT			PREVIOUS			CURRENT			TOTAL		
		Unit	QTY	Unit Price	Amount	QTY	Amount	QTY	Amount	QTY	Amount Due	Compl.	
CHANGE ORDER - LOWER 16" WL													
ITEM 53	CBD #2	TN	0.72	\$ 9,800.00	\$ 7,056.00	100%	\$ 7,056.00	0%	\$ -	100%	\$ 7,056.00	100%	
ADD DUCTILE IRON FITTINGS FOR 16" WL													
ALT 1	CBD #2	LS	1.0	\$ 53.00	\$ 53.00	100%	\$ 53.00	0%	\$ -	100%	\$ 53.00	100%	
ADD BOND PREMIUM INCREASE													
			TOTAL CHANGE ORDER	\$	7,109.00	\$	7,109.00	\$	-	\$	7,109.00		
CHANGE ORDER - IRRIGATION XINGS													
ITEM 61A	CBD #3	LF	3,722.0	\$ 7.00	\$ 26,054.00	100%	\$ 26,054.00	0%	\$ -	100%	\$ 26,054.00	100%	
ADD TRENCH FOR IRRIGATION XINGS													
ITEM 61B	CBD #3	LF	3,722.0	\$ 8.50	\$ 31,637.00	100%	\$ 31,637.00	0%	\$ -	100%	\$ 31,637.00	100%	
6" SCH 40													
			TOTAL CHANGE ORDER	\$	57,691.00	\$	57,691.00	\$	-	\$	57,691.00		
CHANGE ORDER - 48" RCP PIPE													
ITEM 20A	CBD #3	LF	90.0	\$ 166.00	\$ 15,120.00	100%	\$ 15,120.00	0%	\$ -	100%	\$ 15,120.00	100%	
RC PIPE (CL III) 48"													
			TOTAL CHANGE ORDER	\$	15,120.00	\$	15,120.00	\$	-	\$	15,120.00		
CHANGE ORDER - SUBSTITUTE SINGLE W/DUAL INLETS													
ITEM 22	CBD #3	EA	-4.0	\$ 3,590.00	\$ (14,360.00)	100%	\$ (14,360.00)	0%	\$ -	100%	\$ (14,360.00)	100%	
DELETE INLET (COMPL)(CURB)(LEANDER)(10")													
ITEM 22A	CBD #3	EA	4.0	\$ 4,590.00	\$ 18,360.00	100%	\$ 18,360.00	0%	\$ -	100%	\$ 18,360.00	100%	
ADD INLET - DOUBLE SIDED													
			TOTAL CHANGE ORDER	\$	4,000.00	\$	4,000.00	\$	-	\$	4,000.00		
CHANGE ORDER - 10" CURB INLET;													
ITEM 22	CBD #3	EA	1.0	\$ 3,590.00	\$ 3,590.00	100%	\$ 3,590.00	0%	\$ -	100%	\$ 3,590.00	100%	
ADD 10" CURB INLET													
ITEM 22A	CBD #3	LS	1.0	\$ 1,000.00	\$ 1,000.00	100%	\$ 1,000.00	0%	\$ -	100%	\$ 1,000.00	100%	
ADD DEMOLITION OF INLET & PIPE													
			TOTAL CHANGE ORDER	\$	4,590.00	\$	4,590.00	\$	-	\$	4,590.00		
CHANGE ORDER - 2" IRRIGATION SERVICE TAPS													
ITEM 22	CBD #3	EA	4.0	\$ 2,500.00	\$ 10,000.00	100%	\$ 10,000.00	0%	\$ -	100%	\$ 10,000.00	100%	
ADD 2" IRRIGATION SERVICE TAPS PER CBD													
			TOTAL CHANGE ORDER	\$	10,000.00	\$	10,000.00	\$	-	\$	10,000.00		

Contractor

Austin Engineering Co., Inc  
P. O. Box 342349  
Austin, Texas 78734-2349  
Phone: (512)321-1494 FAX (512) 321-1185

Owner

KB Home Lone Star, Inc.  
Attn: Nat Waggoner, LDU-M  
10800 Pecan Park, Suite 200  
Austin, TX 78720

# INVOICE

Estimate Number: SIXTEEN (16) Invoice #: 14265

Estimate Date: 5/21/2014 RETAINAGE

KB HOME CONTRACT NO: 23164/2

Original Contract Amount: \$ 4,240,152.47  
Change Orders 149,853.00  
Contract Amount \$4,389,805.47

Project: Lakeline Boulevard Extension Phase 3

AECO CLIENT NO.: 5050

AECO Job No: 13-011

ITEM / WILCO NO.	DESCRIPTION	CONTRACT			PREVIOUS			CURRENT			TOTAL	
		Unit	QTY	Unit Price	Amount	QTY	Amount	QTY	Amount	QTY	Amount Due	Compl. %

CHANGE ORDER - BARRICADES & SIGNAGE

1	TY (P) SA 10 BWG TXDOT MOUNT	EA	10.0	\$470.00	\$ 4,700.00	100%	\$ 4,700.00	0%	\$ -	100%	\$ 4,700.00	100%
2	TY (T) SA 10 BWG TXDOT MOUNT	EA	2.0	\$530.00	\$ 1,060.00	100%	\$ 1,060.00	0%	\$ -	100%	\$ 1,060.00	100%
3	30' END OF ROAD BARRICADE	EA	1.0	\$1,100.00	\$ 1,100.00	100%	\$ 1,100.00	0%	\$ -	100%	\$ 1,100.00	100%
4	40' END OF ROAD BARRICADE	EA	1.0	\$1,250.00	\$ 1,250.00	100%	\$ 1,250.00	0%	\$ -	100%	\$ 1,250.00	100%
5	REFL PAV MKR TYI (W) (12") (SLD) (100ML)	LF	240.0	\$6.85	\$ 1,644.00	100%	\$ 1,644.00	0%	\$ -	100%	\$ 1,644.00	100%
6	REFL PAV MKR TYII (W) (12") (SLD)	LF	240.0	\$2.85	\$ 684.00	100%	\$ 684.00	0%	\$ -	100%	\$ 684.00	100%
TOTAL CHANGE ORDER				\$	<b>10,438.00</b>		<b>\$ 10,438.00</b>		<b>\$ -</b>		<b>\$ 10,438.00</b>	

CHANGE ORDER - DELETE VEGETATIVE WATERING

		MG	-649.0	\$32.00	\$ (20,768.00)	100%	\$ (20,768.00)	0%	\$ -	100%	\$ (20,768.00)	100%
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CHANGE ORDER - DELETE END OR ROAD BARRICADES

		EA	-1.0	\$1,100.00	\$ (1,100.00)	100%	\$ (1,100.00)	0%	\$ -	100%	\$ (1,100.00)	100%
		EA	-1.0	\$1,250.00	\$ (1,250.00)	100%	\$ (1,250.00)	0%	\$ -	100%	\$ (1,250.00)	100%

TOTAL CONTRACT AMOUNT				\$	<b>4,389,805.47</b>		<b>\$ 4,389,805.47</b>		<b>\$ -</b>		<b>\$ 4,389,805.47</b>	100%
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Submitted:  
AUSTIN ENGINEERING CO., INC.

*Handwritten signature*

Date: 05/27/14

Accepted:  
KB HOME LONE STAR, INC.

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

Total Work Complete to Date \$ 4,389,805.47  
 Less 10% Retainage \$ -  
 Subtotal \$ 4,389,805.47  
 Less Previous Pay Request \$ 3,950,824.92  
 Amount Due This Estimate **\$ 438,980.55**

Contractor: Austin Engineering Co., Inc.  
 P O Box 342349  
 Austin, Texas 78734-2349  
 Phone: (512)521-1464 FAX (512) 521-1765

Owner: KB Home Lone Star, Inc  
 Attn: Nat Waggoner, LDRM  
 10000 Pecan Park, Suite 200  
 Austin, TX 78730

# INVOICE

Estimate Number: SIXTEEN (16) Invoice #: 14265

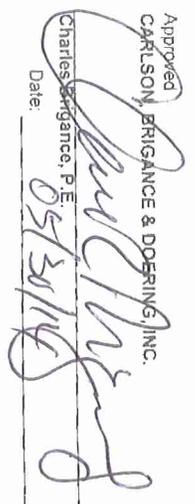
Estimate Date: 5/21/2014 RETAINAGE

KB HOME COUNTRACT NO: 5318472

Original Contract Amount: \$ 4,240,152.47  
 Change Orders 149,000.00  
 Contract Amount \$4,389,152.47

Project: Lakeline Boulevard Extension Phase 3 AECO CLIENT NO.: 5050 AECO Job No. 13-011

ITEM / WILCO NO.	DESCRIPTION	CONTRACT		PREVIOUS		CURRENT		TOTAL		Compl. %
		Unit	QTY	Unit Price	Amount	QTY	Amount	QTY	Amount Due	

Approved  
 CARLSON BRIGANCE & DOERING, INC.  
  
 Charles R. Brigance, P.E.  
 Date: 05/30/14



F3791



STATE OF TEXAS  
COUNTY OF

§  
§

BEFORE ME the undersigned authority on this day personally appeared Travis W. Keller 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.

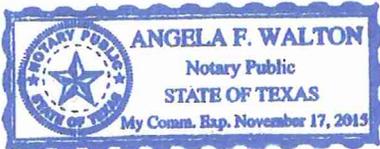
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 29th day of May 2014

[S E A L]

Angela Walton  
Notary in and for the State of Texas

Name: Angela F. Walton

My commission expires: 11/17/2015



Initialed: 



**Executive Summary**

**October 02, 2014**

---

**Agenda Subject:** Subdivision Case 14-CP-006: Hold a public hearing and consider action on the Parker Tract Concept Plan, for 9.999 acres more or less; WCAD Parcel R346187, located at 7160 RM 2243, Leander, Williamson County Texas.

**Background:** This request is the first step in the subdivision process. Pursuant to Section 212.005 of the Texas Local Government Code, approval by municipality is required since the concept plan satisfies the applicable regulations without requesting any variances that require approval by the Planning & Zoning Commission.

**Origination:** Applicant: Keith Young on behalf of 162 Parker Ranch Holdings, LTD.

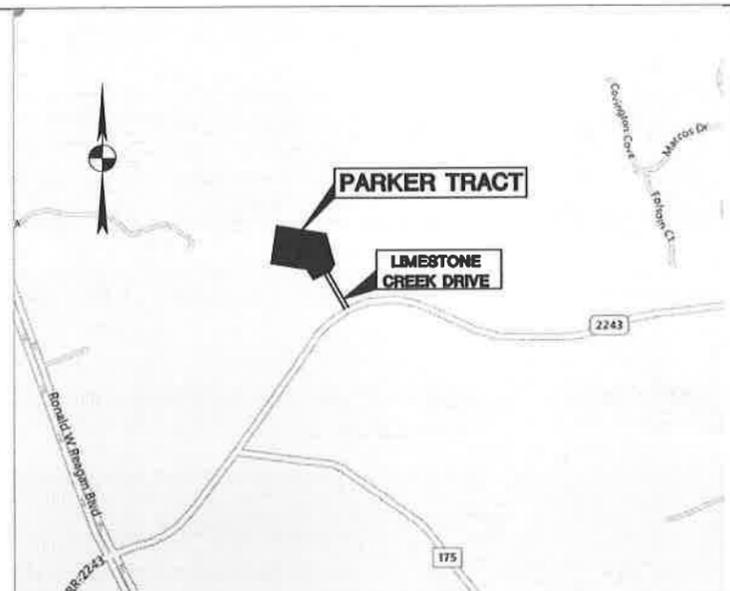
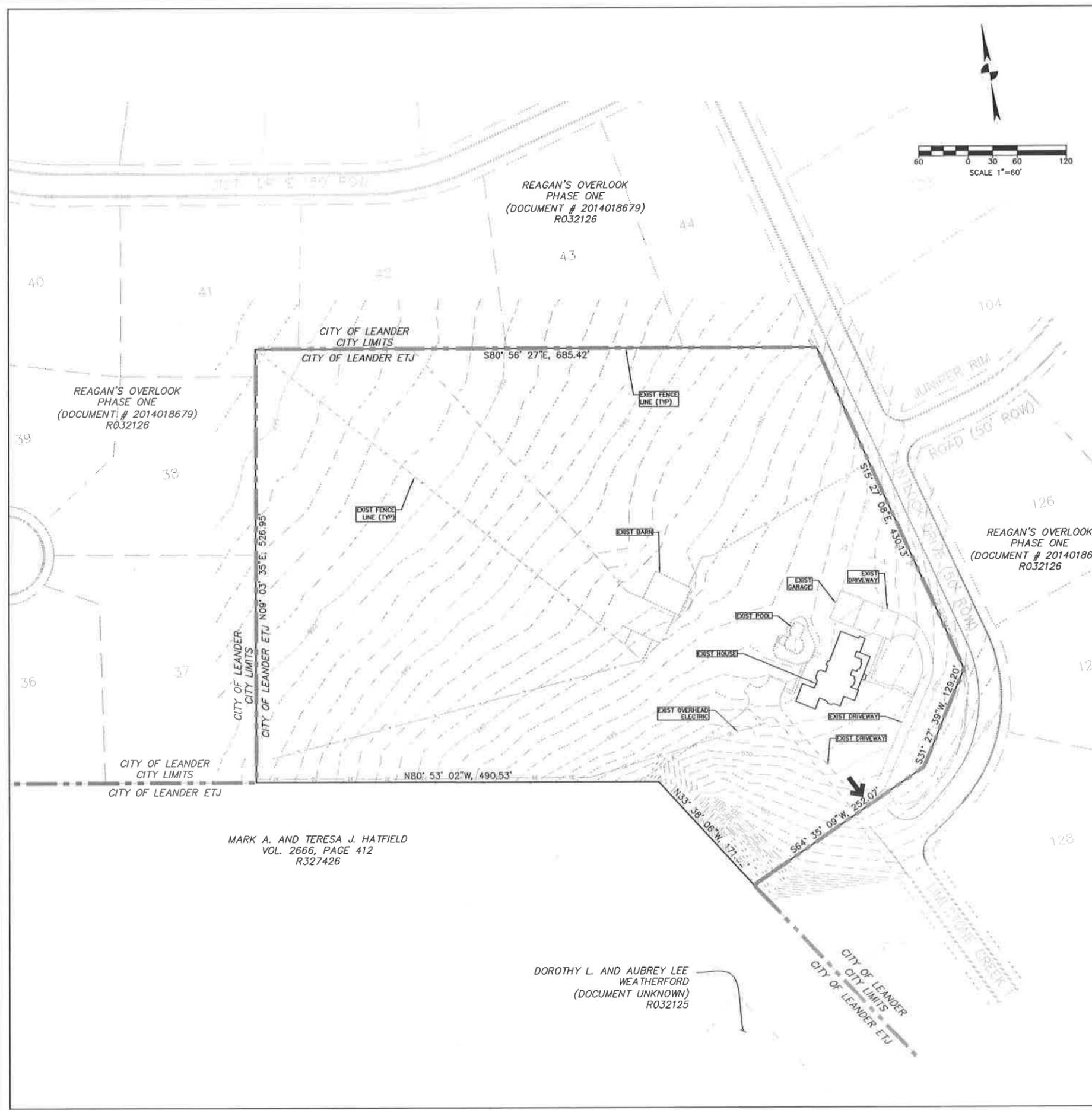
**Financial Consideration:** None

**Recommendation:** Staff recommends approval of the concept plan. This concept plan includes approximately 8 single-family lots, and 0.737 acres of open space, landscape, drainage utility, and access lot, and 1 drainage lot. This proposal meets all of the requirements of the Subdivision Ordinance. The Planning & Zoning Commission recommended approval of this request at the August 14, 2014 meeting.

**Attachments:** 1. Concept Plan

**Prepared By:** Tom Yantis  
Assistant City Manager

09/26/2014



**OWNER:** 162 PARKER RANCH HOLDINGS, LTD.  
2622 COMMERCE STREET  
DALLAS, TX. 75226  
(512) 637-6835

**ENGINEER/SURVEYOR:** BURY, INC.  
221 WEST SIXTH STREET, SUITE 600  
AUSTIN, TEXAS 78701  
(512) 328-0011

**SUBMITTAL DATE:** MAY 13, 2014

**FLOODPLAIN INFORMATION:**

NO PORTION OF THIS TRACT IS WITHIN THE BOUNDARIES OF THE 100-YEAR FLOODPLAIN AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP NUMBER 48491C046DE, EFFECTIVE DATE SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS AND INCORPORATED AREAS.

**NOTE:**

1. THIS DEVELOPMENT WILL GENERATE AN ESTIMATED 103 AVERAGE DAILY TRIPS. DUE TO THE DEVELOPMENT GENERATING LESS THAN 2,000 AVERAGE DAY TRIPS, A TRAFFIC IMPACT ANALYSIS IS NOT REQUIRED.
2. THIS DEVELOPMENT WILL GENERATE EIGHT (8) LIVING UNIT EQUIVALENCES (LUE'S).

**PARKLAND CALCULATION**

FEE-IN-LIEU OF LAND DEDICATION: (\$825 PER DWELLING UNIT) +  
PARK IMPROVEMENTS FEE (\$350 PER DWELLING UNIT)  
7 DWELLING UNITS X \$825 = \$5,775 (FEE-IN-LIEU OF LAND DEDICATION)  
7 DWELLING UNITS X \$350 = \$2,450 (PARK IMPROVEMENTS FEE)  
TOTAL = \$8,225

**LAND USE TABLE (ONE PHASE)**

TOTAL ACREAGE: 9.999 ACRES  
SINGLE FAMILY LOTS - 1 ACRE MINIMUM: 8 (8.745 ACRES)  
DRAINAGE LOT: 1 (0.311 ACRES)  
OPEN SPACE, LANDSCAPE, DRAINAGE, UTILITY, AND ACCESS LOT (50' WIDE): 1 (0.737 ACRES)  
RIGHT OF WAY (50' WIDE): 0.206 ACRES

**LINEAR FEET OF NEW STREET**

LIMESTONE CREEK ROAD (50' R.O.W.) 117'  
LIMESTONE CREEK ROAD (LOT 1 - PRIVATE STREET) 470'  
TOTAL: 587'

**LEGEND**

- CITY LIMITS
- PROPERTY LINE
- ADJACENT PROPERTY LINE
- EXISTING OVERHEAD ELECTRIC
- EXISTING FENCE LINE
- CONTOUR
- ➔ POINT OF EGRESS/INGRESS

DATE	NO.	REVISION	APPROVAL

**BURY**  
221 West Sixth Street, Suite 600  
Austin, Texas 78701  
Tel. (512) 328-0011 Fax (512) 328-0325  
TBP# F-048 TBP#LS# F-10107000  
Copyright © 2014

**CONCEPT PLAN**

PARKER TRACT  
162 PARKER RANCH  
HOLDINGS, LTD.

DRAWN BY: BB  
DESIGNED BY: BB  
QA / QC: TMM  
PROJECT NO.: 111729/0001

SHEET  
**1**  
OF 1



**Executive Summary**

**October 02, 2014**

---

**Agenda Subject:** Zoning Case 14-Z-024: Hold a public hearing and consider action on the rezoning of a 1.72 acre tract of land, more or less, generally located at the southeast corner of the intersection of Municipal Drive and S. Bagdad Rd., WCAD Parcel #R519006. Currently, the property is zoned LC-2-B (Local Commercial) and the applicant is proposing to zone the property LC-3-B (Local Commercial), Leander, Williamson County, Texas.

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

**Origination:** Applicant: Professional StruCIVIL Engineers, Inc. on behalf of Sherrie A. McIver, Emmet Hawkes Jr, Sally Ochsner, and Cynthia Hawkes.

**Financial Consideration:** None

**Recommendation:** See Planning Analysis. The Planning & Zoning Commission recommended denial of the request at the September 25, 2014 meeting with a 5 to 1 vote (Commissioner Wixson opposing).

**Attachments:**

1. Planning Analysis
2. Current Zoning Map
3. Proposed Zoning Map
4. Future Land Use Map
5. Aerial Map
6. Letter of Intent
7. Ordinance
8. Minutes–Planning & Zoning Commission September 25, 2014

**Prepared By:** Tom Yantis  
Assistant City Manager

09/26/2014



## PLANNING ANALYSIS

### ZONING CASE 14-Z-024 HAWKES REZONING

#### GENERAL INFORMATION

- Owner:** Sherrie A. McIver, Emmet Hawkes Jr, Sally Ochsner, and Cynthia Hawkes
- Current Zoning:** LC-2-B (Local Commercial)
- Proposed Zoning:** LC-3-B (Local Commercial)
- Size and Location:** The property located is located at southeast corner of the intersection of Municipal Drive and S. Bagdad Rd and includes approximately 1.72 acres.
- Staff Contact:** Robin M. Griffin, AICP  
Senior Planner

#### ABUTTING ZONING AND LAND USE:

The table below lists the abutting zoning and land uses.

	ZONING	LAND USE
NORTH	LC-2-B	Undeveloped Land Zoned for Commercial Use
EAST	LC-2-B	Undeveloped Land Zoned for Commercial Use
SOUTH	LC-2-B	Undeveloped Land Zoned for Commercial Use
WEST	SFL-2-A	Single-Family Neighborhood Under Construction (Villas at Vista Ridge)

<b>COMPOSITE ZONING ORDINANCE &amp; SMARTCODE INTENT STATEMENTS</b>
---

**LC – LOCAL COMMERCIAL:**

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

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

**TYPE 3:**

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

*Intent:*

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

**TYPE B:**

*Features:* 85% masonry 1<sup>st</sup> 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.

<b>COMPREHENSIVE PLAN STATEMENTS:</b>
---------------------------------------

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.
- Plan for future development that is compatible with existing residential neighborhoods.
- The Neighborhood Center land use node is intended to be located at the intersection of collector streets. These nodes are approximately one quarter mile in diameter and incorporate approximately 30 acres. These areas are intended for neighborhood scale commercial, retail and office uses that serve the immediately adjacent neighborhoods. These areas are also intended for higher density single-family, two-family and other compatible housing types including townhouses and condominiums. Development within these nodes should be integrated through internal streets and should provide pedestrian and bicycle connections to adjacent residential neighborhoods.

<b>ANALYSIS:</b>
------------------

The applicant is requesting to change the site component from Type 2 to Type 3 in order to allow for the development of a gas station at this location. An application for rezoning was submitted in November 2013 for a similar request, but was withdrawn and not presented to the Planning & Zoning Commission or the City Council.

The properties to the north, east, and south are currently zoned LC-2-B and are undeveloped. The property to the west is the proposed Villas at Vista Ridge Subdivision that is currently under construction.

Below, please find a table demonstrating the differences between the Type 2 and Type 3 Site Components.

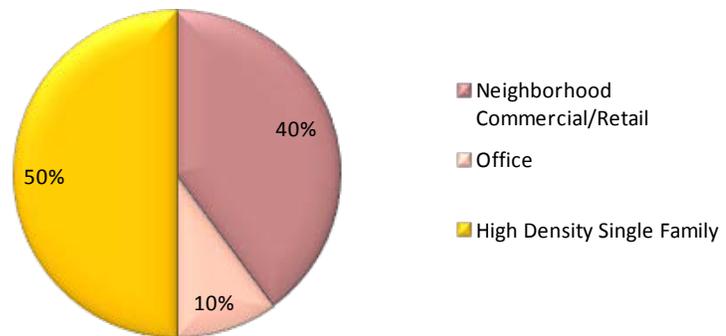
<b>PERMITTED SITE USES</b>	<b>TYPE 2</b>	<b>TYPE 3</b>
Accessory Buildings (percentage of primary structure)	10%	30%
Drive-Through Service Lanes	Yes	Yes
Outdoor Display (percentage of primary structure)	No	30%
Outdoor Storage (percentage of primary structure)	No	20%
Combination of Outdoor Display & Storage	No	40%
Outdoor Commercial Fueling & Washing	No	Yes
Overhead Service Doors	No	Yes

The Composite Zoning Ordinance includes the following requirements associated with commercial fueling:

- Gasoline pumps shall be located no closer to the street than the primary structure.
- Commercial fueling is not permitted within 100 feet of a residential district unless the property is utilized for a non-residential use.
- No more than two outdoor commercial fueling facilities shall be located within 600 feet of any intersection.
- Fuel pumps are required to be screened from view of any street or public right-of-way to at least the height of the fuel pump.

This property is located within a Neighborhood Center Node. This node is intended to be located at the intersection of collector streets and is approximately one quarter of a mile in diameter. These areas are intended for neighborhood scale commercial, retail, and office uses that serve the immediate neighborhood.

The compatible use components include LC (Local Commercial), LO (Local Office), TF (Two Family), SFT (Single-Family Townhome), SFL (Single-Family Limited), and PUD (Planned Unit Development). The target mix of land uses is shown to the right.



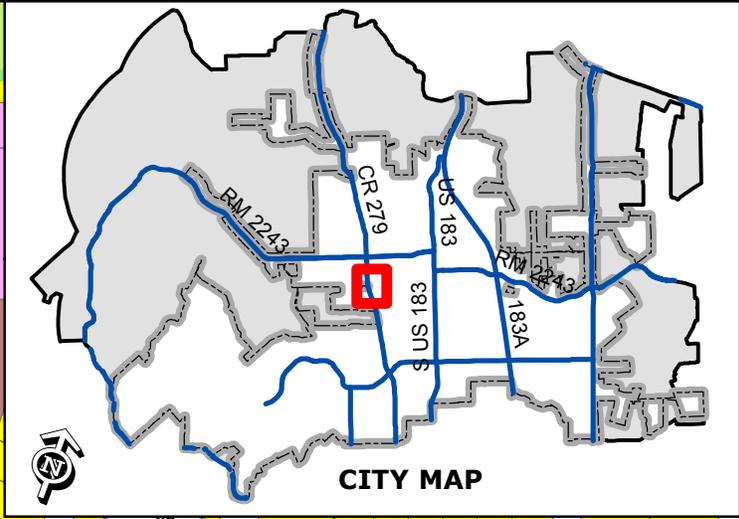
The proposed use component meets the requirements of the Neighborhood Center Node, however, the proposed site component does not meet the intent statements of the Type 3 site component. This component is intended to be utilized with the LO and LC use components where adjacent to less restricted districts to provide for a land use transition. In this situation, the adjacent properties are also zoned with the LC use component which is not considered to be a less restricted district.

There are 25 Neighborhood Center Nodes, 20 Community Center Nodes, and 5 Town Center Nodes designated on the Future Land Use Plan. The intent statement of the Type 3 site component and the Future Land Use Plan currently limit the development of gas stations in the Neighborhood Center Nodes. The highest compatible use component permitted in the Neighborhood Center Node is LC, therefore the Type 3 site component could not be combined with LC because there are no other less restricted use components considered for these nodes. This plan will still permit gas stations at the 25 intersections located within in the Community Center and Town Center Nodes.

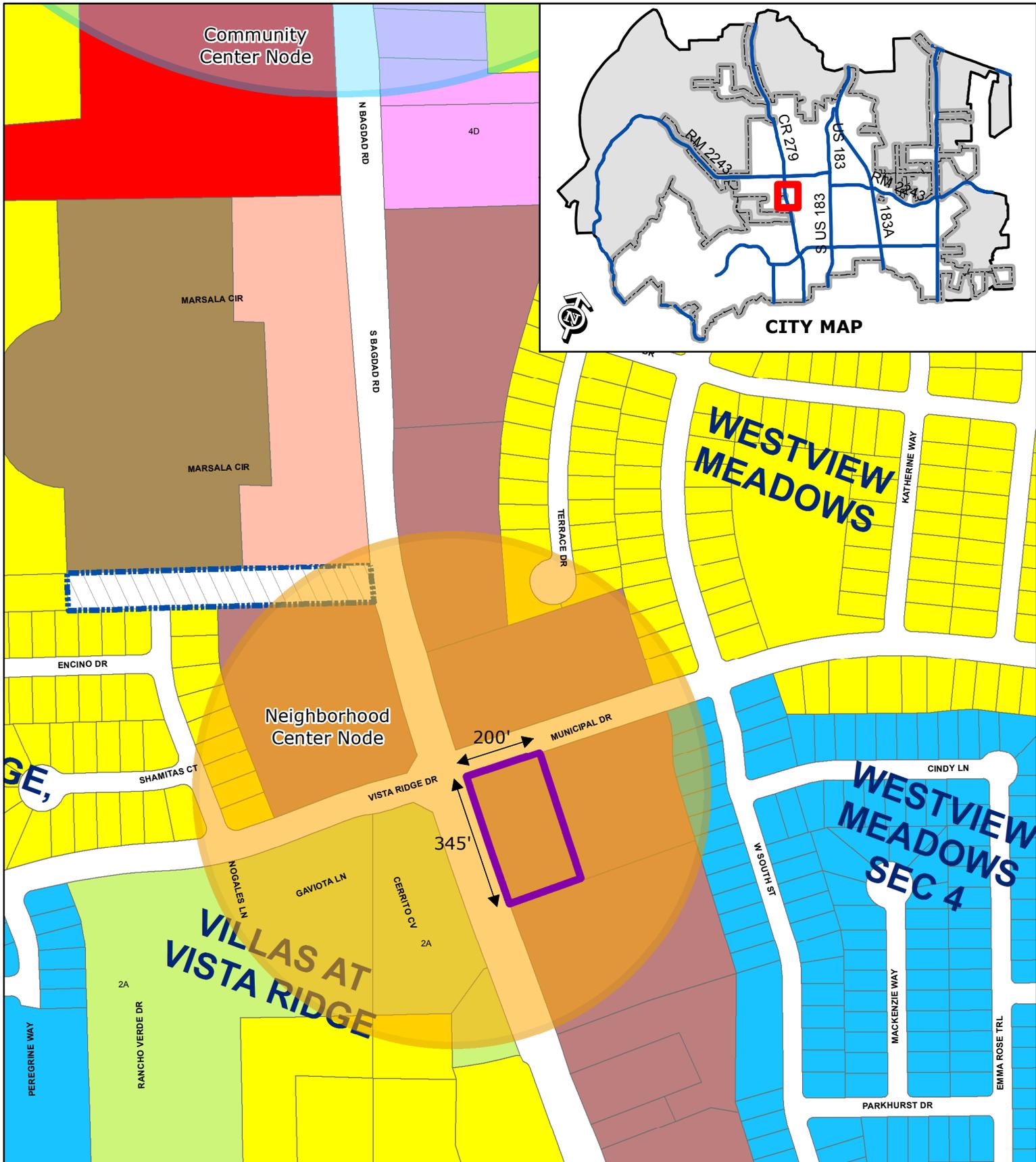
**STAFF RECOMMENDATION:**

Staff recommends denial of the requested LC-3-B (Local Commercial). This request does not meet the intent statements of the Composite Zoning Ordinance.

Community Center Node



CITY MAP



**ZONING CASE 14-Z-024**

**Attachment #2**

Current Zoning Map  
Southeast Corner of  
Bagdad Rd & Municipal Dr

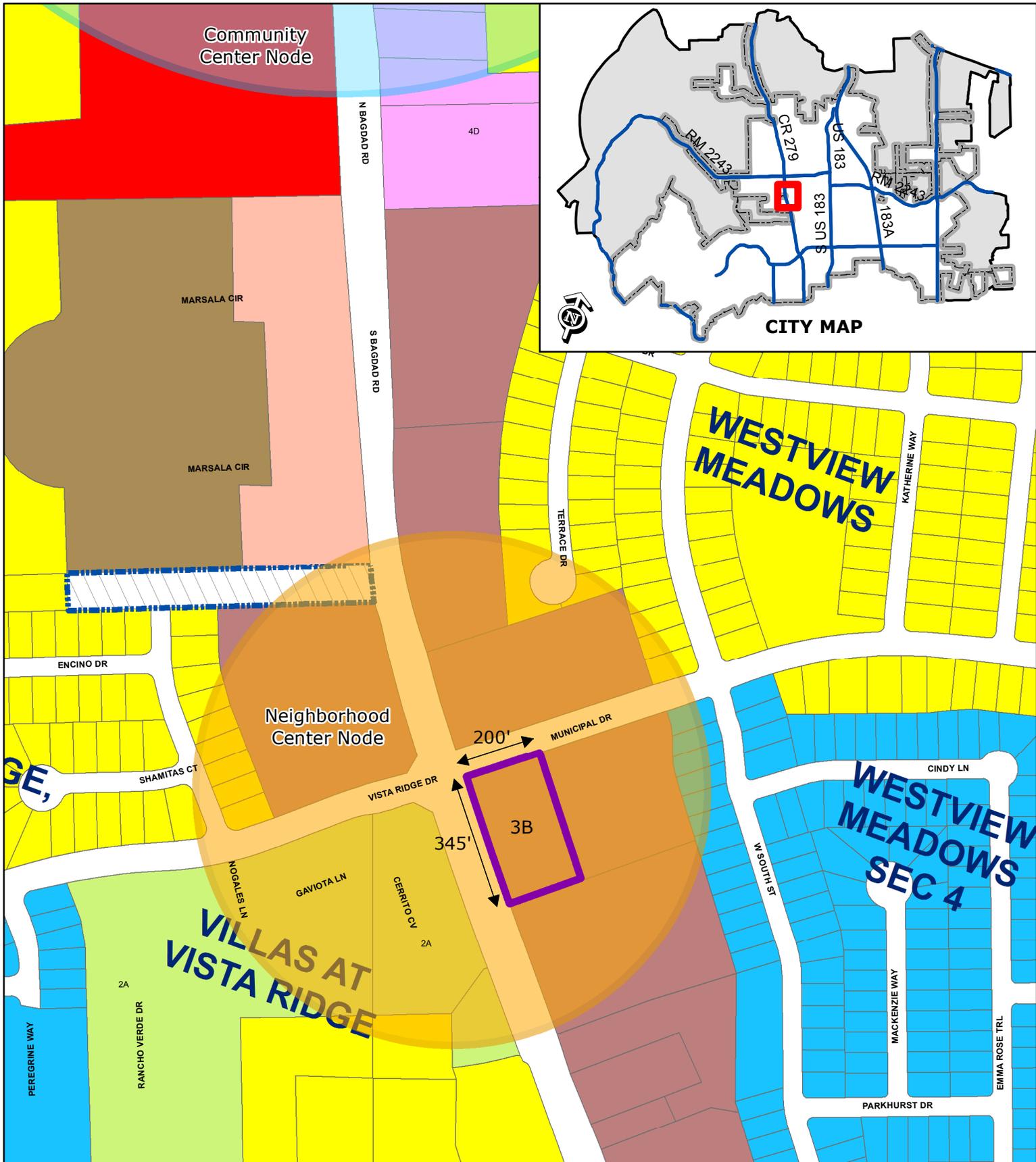
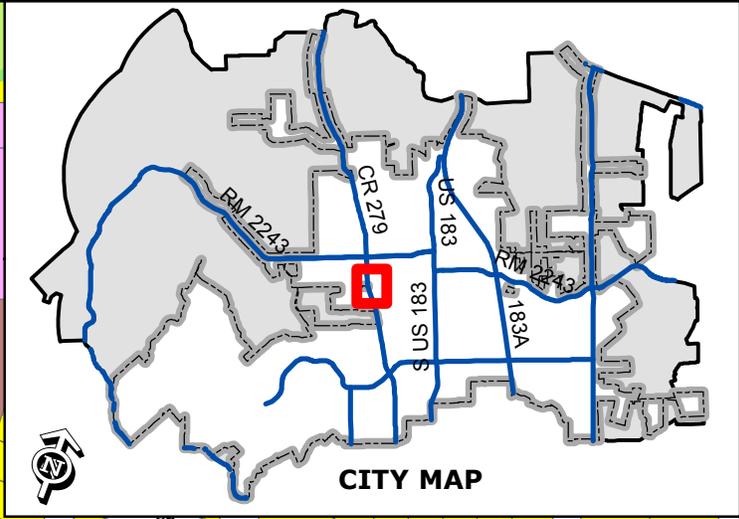


-  Subject Property
-  City Limits
-  Future Annexation Per DA
-  Involuntary Annexation
-  Voluntary Annexation

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



Community Center Node



**ZONING CASE 14-Z-024**

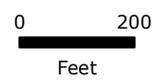
**Attachment #3**

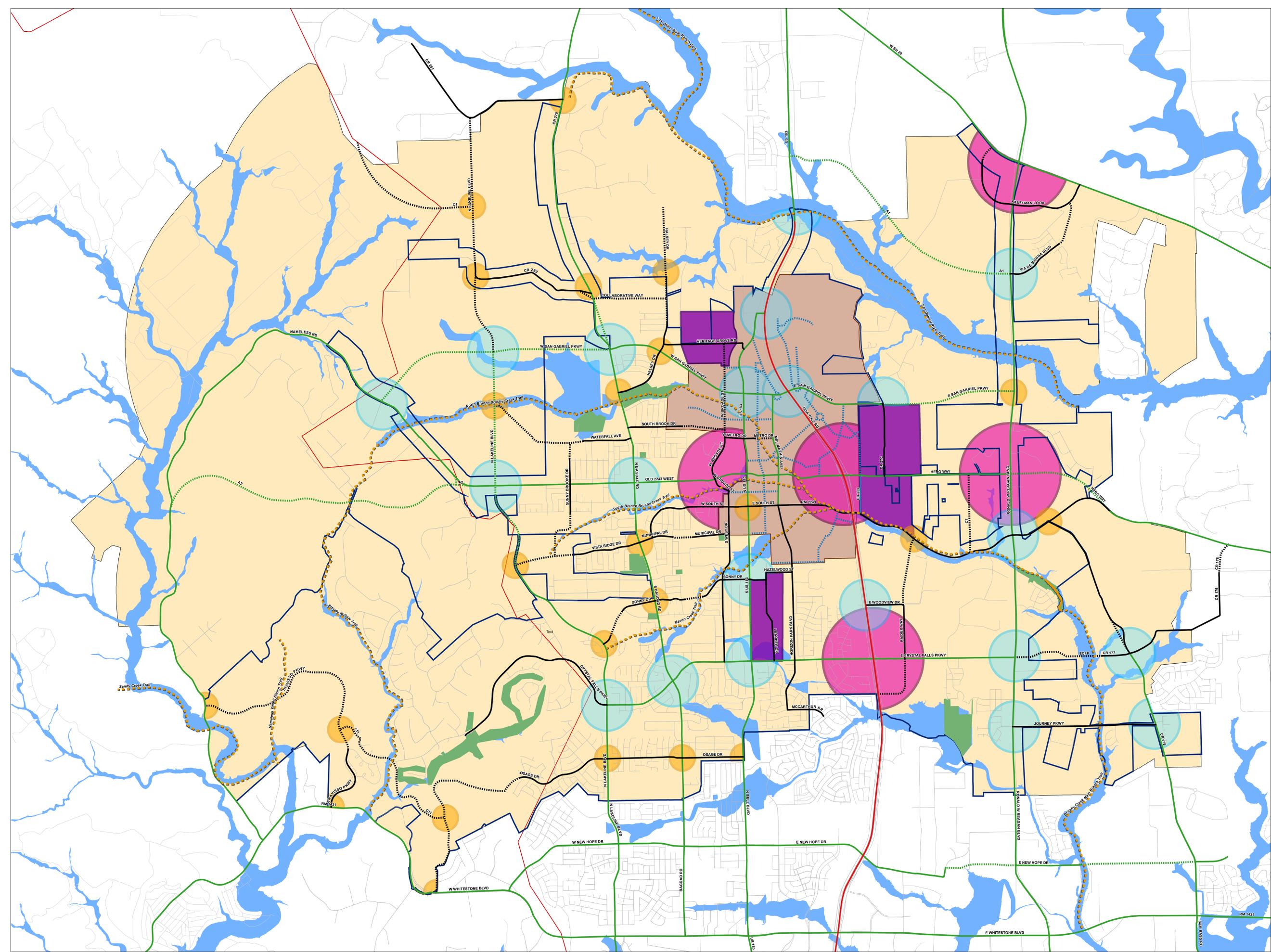
Proposed Zoning Map  
Southeast Corner of  
Bagdad Rd & Municipal Dr



-  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     |   |





# CITY OF LEANDER, TEXAS



## Future Land Use Map Effective August 07, 2014

Texas Local Government Code Section 213.005: "A comprehensive plan shall not constitute zoning regulations or establish zoning district boundaries."

This map has been produced by the City of Leander for informational purposes only. No warranty is made by the City regarding completeness or accuracy, please refer to the official ordinance for zoning verification. This data should not be construed as a legal description or survey instrument. No responsibility is assumed for damages or other liabilities due to the accuracy, availability, completeness, use or misuse of the information herein provided.

### LEGEND

- Streets
- Parks
- City Limits
- County Boundary
- Leander ETJ

### PROPOSED ROADS & TRAILS

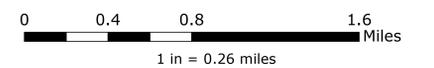
- Secondary Trail
- Arterial
- Collector
- Required Connector

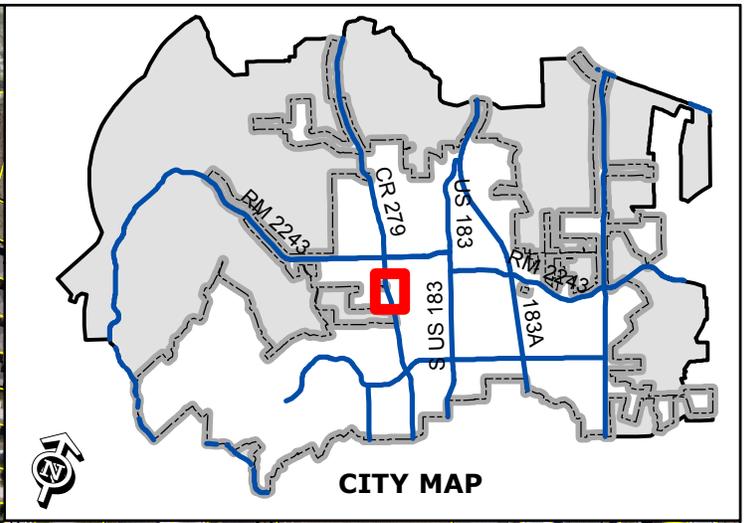
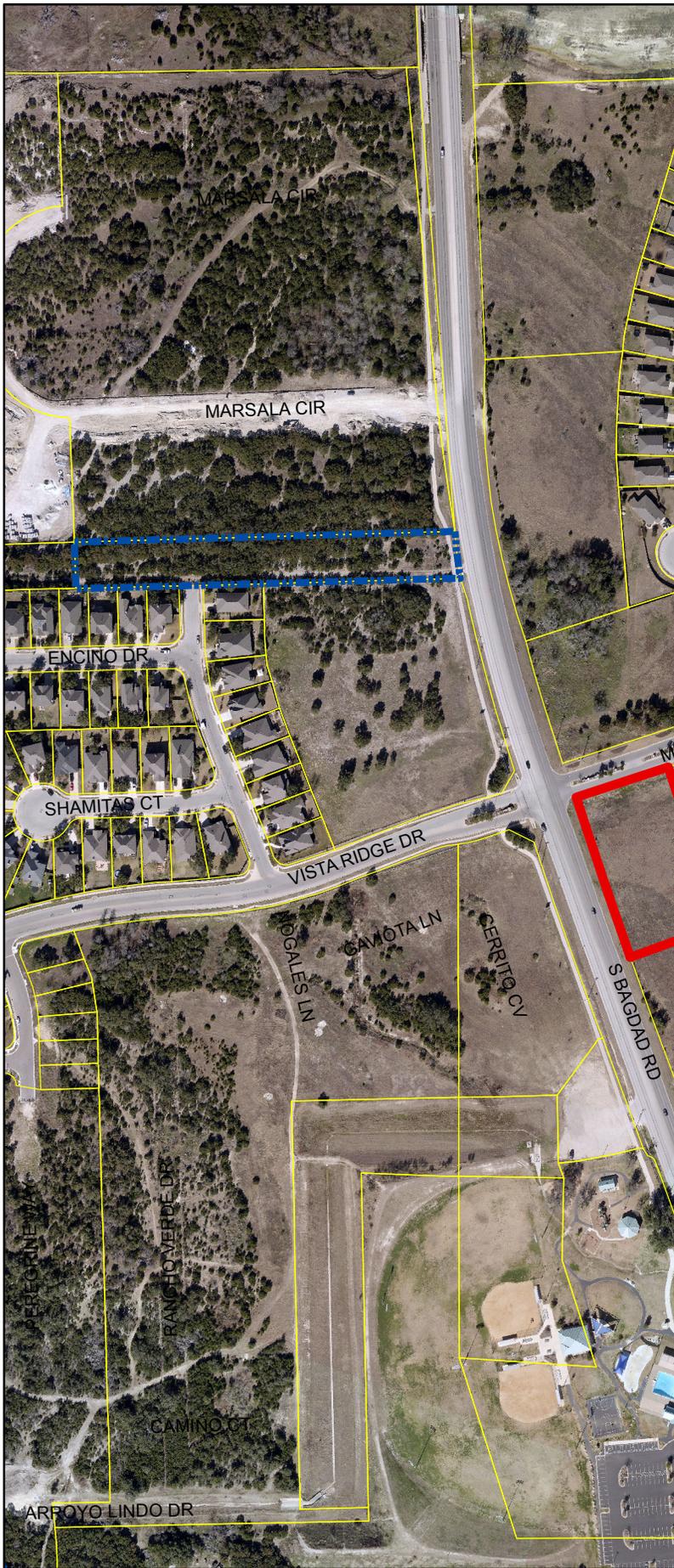
### EXISTING ROADS & TRAILS

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

### LAND USE CATEGORIES

- Town Center Node
- Community Center Node
- Neighborhood Center Node
- Industrial District
- Transit Oriented Development District
- Residential\Neighborhoods



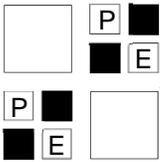


**ZONING CASE 14-Z-019 Attachment #5**

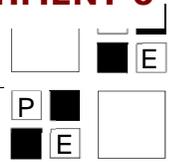
Aerial Exhibit - Approximate Boundaries  
Hawkes Tract



-  Subject Property
-  City Limits

**PROFESSIONAL STRUCIVIL ENGINEERS, INC.**

STRUCTURAL                      CIVIL                      ENVIRONMENTAL

12710 RESEARCH BLVD., SUITE #390, AUSTIN, TEXAS 78759  
512.238.6422      FAX 512.258.8095      PSCE@PSCEINC.COM

August 25, 2014

Ms. Robin Griffin, Senior Planner  
City of Leander  
104 N. Brushy Street  
Leander, Texas 78641

Reference: Rezoning – Bagdad at Municipal

Dear Ms. Griffin:

We are submitting the following request for a zoning change as agent to Mr. Emmett Hawkes Jr. et.al for a 1.67 acres portion of the 4.15 acre parcel located on the southeast corner of Bagdad road and Municipal Drive. The requested change is from the current zoning of LC2B to LC3B based on communication of our client with the planning staff of the City of Leander.

The intent of the zoning change is to provide a Type 3, Local Commercial zoning to broaden the type of retail construction that can occur on this site. Currently, as proposed, the property is located at the intersection of a major arterial and collector street and would comply with the recently approved Comprehensive Plan (August 2014). There are no other opportunities for this type of development northward along the intersection of Bagdad Road within four miles of this location.

Should the proposed zoning change occur, a modern neighborhood convenience store with gas station and franchised food space will comprise the development. See attached sample elevations of another project our client is developing in the Kyle area. If the zoning is approved our client will develop this site similarly to the attached sample. The proposed site will keep a minimum buffer of 300 feet from the adjacent neighboring residential zone.

The property has a gentle slope from Bagdad Road eastward along the Municipal Drive Frontage. The limited vegetative cover contains no trees on-site. Utilities are currently available to the property and the current owner has a purchase contract pending approval of this zoning change request.

The application and associated documents are provided along with the submittal fee, tax certificates and property description. Should you require additional information please contact our office at 512-238-6422 or by email at [psce@psceinc.com](mailto:psce@psceinc.com).

Sincerely,

Diane Bernal  
Professional StruCIVIL Engineers, Inc.

## **Common questions/answers on our zoning case.**

### **1. Is this the best use possible for this intersection.**

Yes. Based on recently passed future-land-use plan.

No schools in near vicinity. We have kept buffer of over **300 ft** distance from residential areas in east.

Also, there is no gas fillup stations for north-bound commuters using Bell road and Bagdad road in Leander city limit. No possibility of fillup station on north bound at fm2243 intersection due to cemetery(SE-corner) and existing Walgreens(NE-Corner). This will create long distance(more than 4 miles on south-end and over 2 miles further north) for northbound fillup. See attached map renderings(Exhibit A) to view this traffic pattern path which displays no availability of gas fillup station with easy rightin-rightout for northbound commuters.

### **2. What would be the quality of this development?**

Development standard will be topnotch. See attached conceptual architectural renderings.

Lighting and landscape will be better than required City standards.

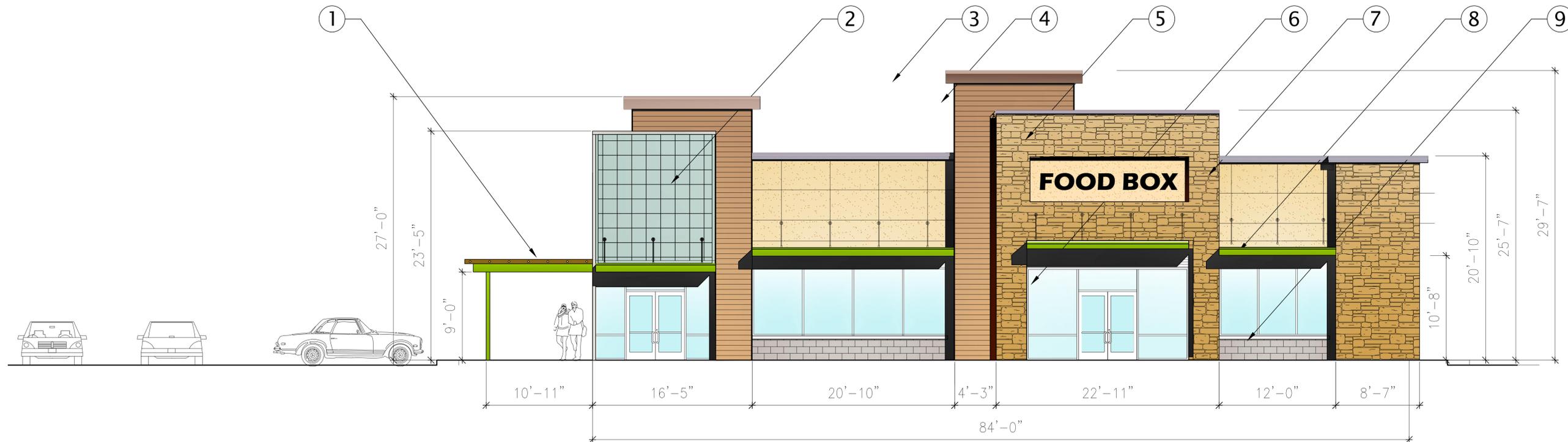
Nationally recognized franchised food component will be part of this development which is very much needed in this area due to near nonexistent quality food outlet on Bagdad road.

### **3. Will this be neighborhood friendly?**

We are incorporating quality patio area in our new building design. Conceptual rendering displays this area at one end of the building. This will help creating socializing space for neighbors. Variety of healthy and organic snacks will be available. It will be on 24 hours video surveillance for additional safety and security of patrons.



Exhibit A

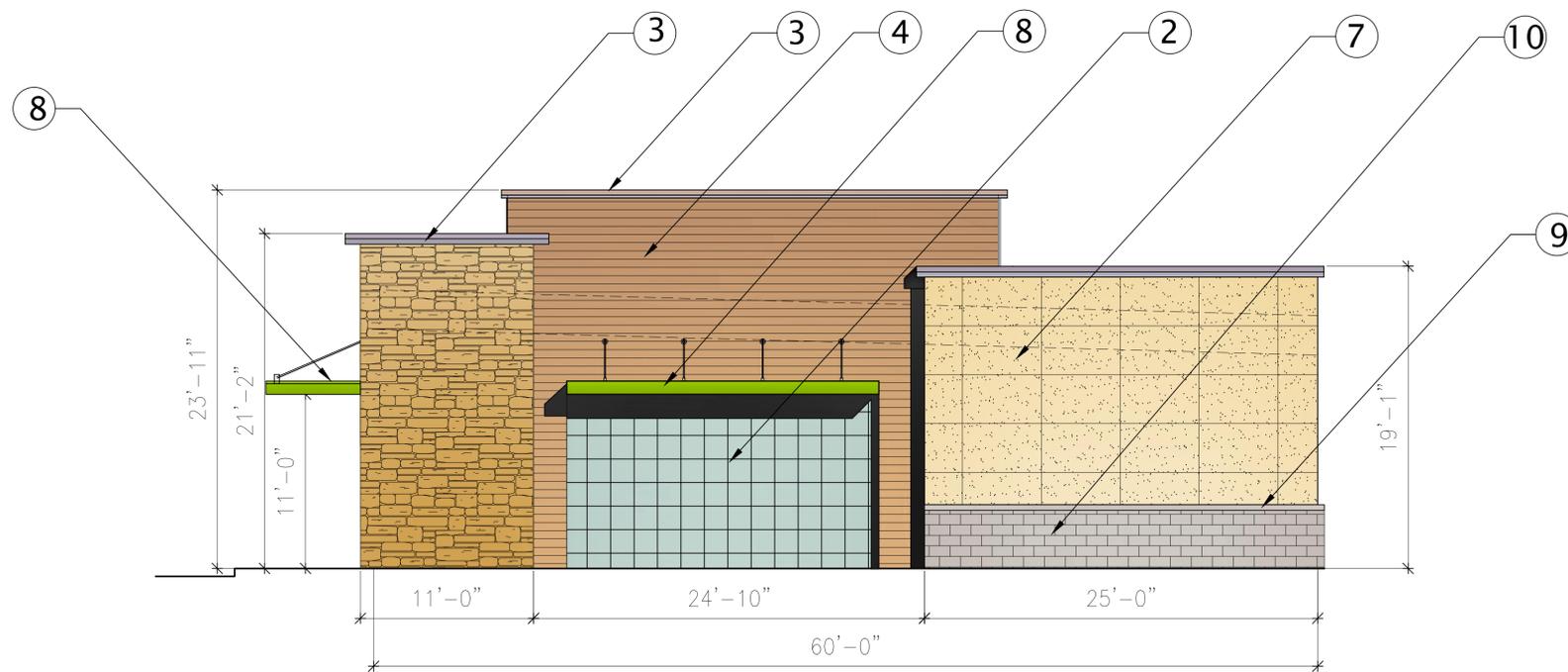


1 EAST ELEVATION - BUILDING-1

3/16" = 1'-0"

**EXTERIOR MATERIAL LEGEND**

1. WOOD TRELLIS SUPPORTED BY STEEL POSTS, WITH 2X8 R.R. AND METAL ROOF
2. GLAZED CERAMIC TILES WITH SANDED EXTERIOR GROUT.
3. TYPICAL ALUM. COPING FLASHING.
4. FIBER CEMENT BOARD, IN PRE-FINISHED COLOR.
5. NATURAL STONE VENEER
6. 4" ALUM. STOREFRONT WINDOW SYSTEM, INSULATED CLEAR GLASS.
7. 3/4" EXTERIOR PLASTER "STUCCO" SYSTEM WITH EXPANSION JOINTS.
8. SUSPENDED STEEL AWNING.
9. CAST STONE SILL CAP.
10. TEXTURED CONCRETE MASONRY UNITS.



2 NORTH ELEVATION - BUILDING-1

3/16" = 1'-0"

Tchen Architects

11908 ANDERSON MILL #325  
AUSTIN, TEXAS 78726  
512.351.1801  
512.870.9427 (FAX)  
tchen@tchenarch.com  
website: www.tchenarch.com

FOR REVIEW ONLY  
NOT  
FOR CONSTRUCTION

GENERAL NOTES:  
1. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL CODES AND ORDINANCES AND ALL APPLICABLE HAVING JURISDICTION OVER THE PROJECT.  
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.  
3. CONSTRUCTION MEANS, METHODS, TECHNOLOGIES, SEQUENCES OR PRODUCTS OR FOR SAFETY, PRECAUTIONS AND PROGRAMS RELATED TO THE PROJECT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.  
4. DO NOT SCALE DRAWINGS FOR ANY DIMENSIONS. CONTACT ARCHITECT FOR CONDITIONS.  
5. USE ONLY CITY STAMPED & APPROVED DRAWINGS FOR CONSTRUCTION.

ISSUE DATE 08.18.2014

DRAWN BY

CHECKED BY

SCALE AS SHOWN

REVISIONS

09.15.2014

I hereby certify that I am a licensed architect in the State of Texas, and that these plans have been prepared by me, or under my direct supervision, and to the best of my knowledge conform to applicable state and local building codes.

F:\Tchen Arch\STAMP.SIG.TX.jpg

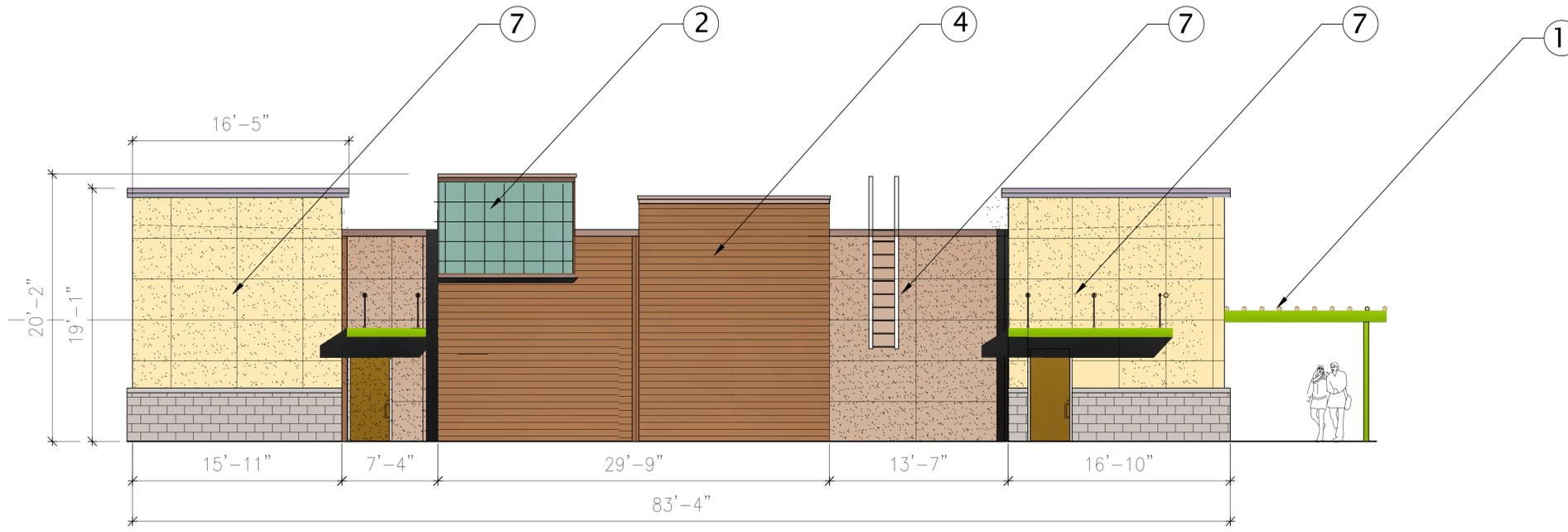
LICENSE NUMBER 7911

EXP. DATE 1.31.2015

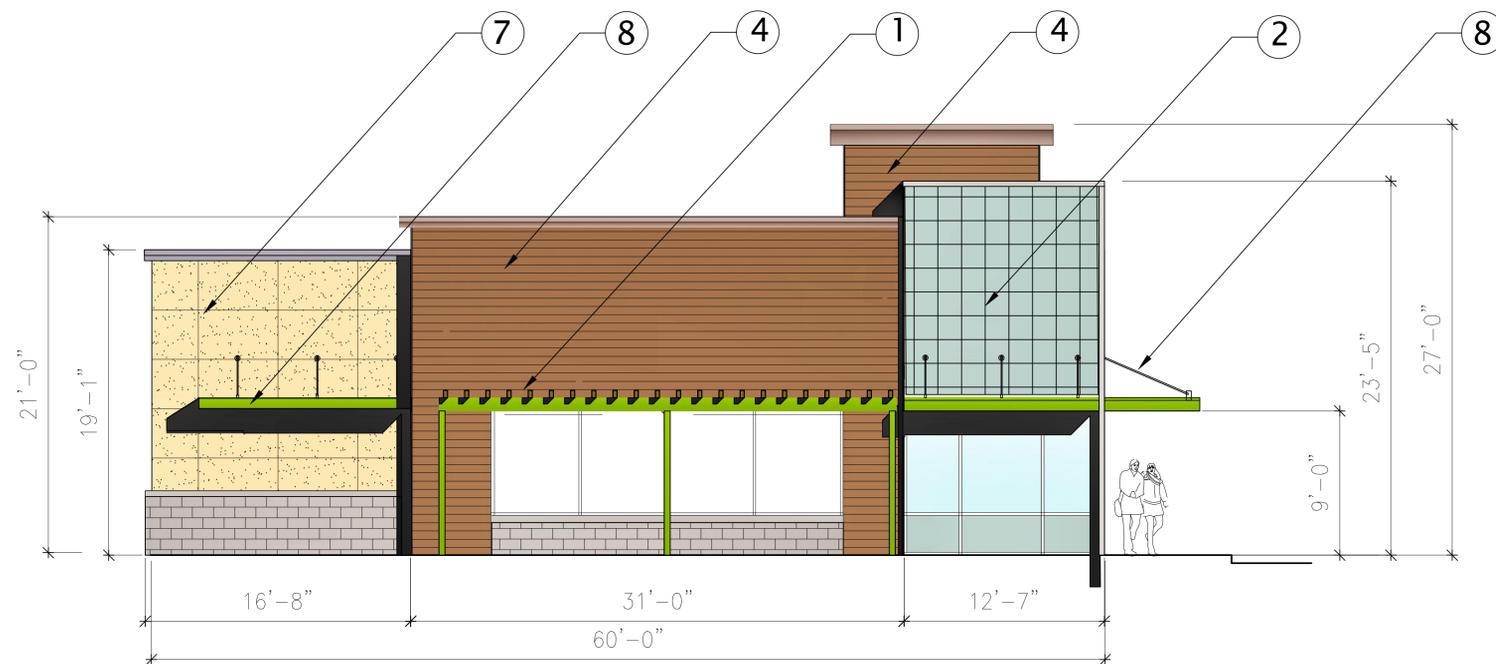
PROJECT NAME DORMAN RETAIL CENTER  
PROJECT ADDRESS 4640 S. FM 1626  
KYLE, TEXAS 78640  
SHEET TITLE BLDG-1 ELEVATIONS

SHEET NUMBER  
A-2.0

BLDG-1



**1 WEST ELEVATION – BUILDING-1** 3/16" = 1'-0"



**2 SOUTH ELEVATION – BUILDING-1** 3/16" = 1'-0"

**EXTERIOR MATERIAL LEGEND**

1. STRETCHED SUSPENDED CANVAS AWNING, IN BEIGE COLOR.
2. GLAZED CERAMIC TILES WITH SANDED EXTERIOR GROUT.
3. TYPICAL ALUM. COPING FLASHING.
4. FIBER CEMENT BOARD, IN PRE-FINISHED COLOR.
5. NATURAL STONE VENEER
6. 4" ALUM. STOREFRONT WINDOW SYSTEM, INSULATED CLEAR GLASS.
7. 3/4" EXTERIOR PLASTER "STUCCO" SYSTEM WITH EXPANSION JOINTS.
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ISSUE DATE 08.18.2014

DRAWN BY

CHECKED BY

SCALE AS SHOWN

REVISIONS

09.15.2014

I hereby certify that I am a licensed architect in the State of Texas, and that these plans have been prepared by me, or under my direct supervision, and to the best of my knowledge conform to applicable state and local building codes.

F:\tchen Arch\STAMP.SIG.TX.jpg

LICENSE NUMBER 7911

EXP. DATE 1.31.2015

PROJECT NAME DORMAN RETAIL CENTER  
 PROJECT ADDRESS 4640 S. FM 1626 KYLE, TEXAS 78640  
 SHEET TITLE BLDG-1 ELEVATIONS

SHEET NUMBER

**A-2.1**

BLDG-1

**ORDINANCE NO #**

**ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING A PORTION OF A PARCEL OF LAND FROM LC-2-B (LOCAL COMMERCIAL) TO LC-3-B (LOCAL COMMERCIAL); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.**

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

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

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

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

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

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

**Section 3. Applicability.** This ordinance applies to the following portion of a parcel of land, which is herein referred to as the "Property." That certain portion of a parcel of land being 1.72 acres, more or less, located in Leander, Williamson County, Texas, being more particularly described in Exhibit "A", legally described as 1.72 acres out of the Elijah D. Harmon Survey, Abstract No. 6; more particularly described in Document Number 2012108028 of the Official Public Records of Williamson County, Texas, and identified by tax identification numbers R519006.

**Section 4. Property Rezoned.** The Zoning Ordinance is hereby amended by changing the zoning district for the Property from LC-2-B (Local Commercial) to LC-3-B (Local Commercial) as shown in Exhibit "A".

**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 2<sup>nd</sup> day of October, 2014.  
**FINALLY PASSED AND APPROVED** on this the 16<sup>th</sup> day of October, 2014.

**THE CITY OF LEANDER, TEXAS**

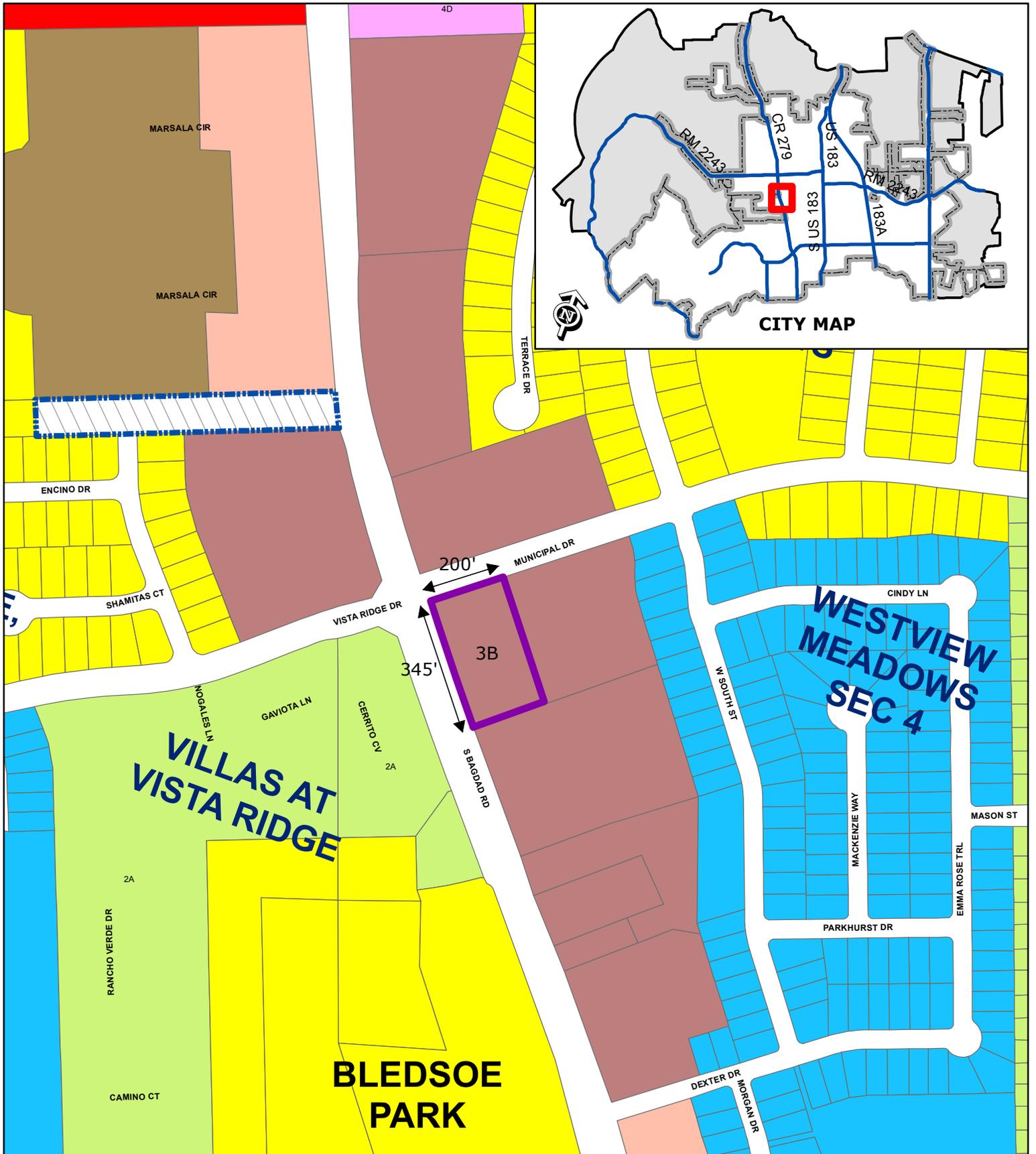
**ATTEST:**

---

Christopher Fielder, Mayor

---

Debbie Haile, City Secretary



**EXHIBIT A**

**Zoning Case 14-Z-024**

Proposed Zoning Map  
Hawkes Rezoning



-  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     |   |



5. Review meeting protocol  
**Chairman Seiler referred to the printed meeting protocol.**
6. Citizen Communications - Three (3) minutes of time is allowed, per speaker  
**No citizens wished to speak**

<b>Consent Agenda</b>
-----------------------

7. Subdivision Case 14-PP-002: Consider action on the Marbella Preliminary Plat for 85.277 acres more or less; WCAD Parcels #R031304, R031369, R031370, R031371, R432798, R433132, R383410, R031305, R031368, R031303, R031302.; generally located ¾ of a mile east of the intersection of Hwy 183A and RM 2243, adjacent to the south side of RM 2243; Williamson County, Texas. Applicant/Agent: Brian Birdwell on behalf of NK Land Investments L.L.C.
8. Subdivision Case 14-FP-009: Consider action on the Pecan Creek, Phase 2 Final Plat for 15.51 acres more or less; WCAD Parcel R518872; generally located approximately 4,500 feet to the east of the intersection of Ronald W. Reagan Blvd and CR 179; Williamson County, Texas. Applicant/Agent: Randall Jones & Associates Engineers on behalf Gehan Homes, Ltd.

**Motion made by Commissioner Sokol to approve the consent agenda. Seconded by Vice Chairman Stephenson. Motion passed unanimously.**

<b>Public Hearing</b>
-----------------------

9. **Zoning Case 14-Z-024**: Hold a public hearing and consider action on the rezoning of a 1.72 acre tract of land, more or less, generally located at the southeast corner of the intersection of Municipal Drive and S. Bagdad Rd., WCAD Parcel #R519006. Currently, the property is zoned LC-2-B (Local Commercial) and the applicant is proposing to zone the property LC-3-B (Local Commercial), Leander, Williamson County, Texas. Applicant: Professional StruCIVIL Engineers, Inc. on behalf of Sherrie A. McIver, Emmet Hawkes Jr, Sally Ochsner, and Cynthia Hawkes.

a) Staff Presentation

**Robin Griffin, Senior Planner stated that staff reviewed the request and is recommending denial.**

b) Applicant Presentation

**Diane Bernal, Agent explained the purpose for the zoning change.  
Shakael Badarpura, Applicant explained the purpose for zoning change.**

c) Open Public Hearing

**No one wished to speak.**

d) Close Public Hearing

**Chairman Seiler closed the public hearing.**

e) Discussion

**Commissioners held a discussion**

f) Consider Action

**Vice Chairman Stephenson moved to deny the zoning request, Commissioner Sokol seconded the motion. Motion passed 5 to 1 with Commissioner Wixson opposing.**

<b>Regular Agenda</b>
-----------------------

10. Subdivision Case 13-PICP-018: Consider action on the extension of the expiration of the NWC Crystal Falls & 183A Non-Subdivision Related Construction Plans 5.876 acres more or less; WCAD Parcels R472206, R351261, R472317, and R395924; located at the northwest corner of the intersection of Crystal Falls Parkway and 183A Toll Road; Leander, Williamson County, Texas. Applicant/Agent: T. Walter Hoysa, P.E. on behalf of 2951 Williams Drive, Ltd.

a) Staff Presentation

**Robin Griffin, Senior Planner explained the reason for the extension of the NWC Crystal Falls & 183A Non-Subdivision Related Construction Plans**

b) Applicant Presentation

**Agent: T. Walter Hoysa, P.E. was present for questions.**

c) Discussion

**No Discussion took place.**

d) Consider Action

**Motion made by Commissioner Sokol to approve, Seconded by Commissioner Allen. Motion passed unanimously.**

11. P & Z Commission Progress Report for Oct. 2013 to Oct. 2014

A. Review and discuss Report

**Tom Yantis, Director of Development Services went over the P & Z Commissioners Progress Report with the P & Z Commissioners.**

B. Make any changes or deletions if necessary.

**P & Z Commissioners made changes to the work program.**



**Executive Summary**

**October 2, 2014**

**Agenda Subject:** Consider approval of a resolution approving the form and authorizing the distribution of a preliminary official statement for special assessment revenue bonds, series 2014 for the Oak Creek public improvement district.

**Background:**

On April 17, 2014, Council directed staff to proceed with the steps necessary to accept the PID petition and schedule the public hearing for the creation of the Oak Creek 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. On July 17, 2014 the Council closed the public hearing and approved a resolution creating the Oak Creek PID.

The Oak Creek PID proposes to issue special assessment revenue bonds to pay for the proposed public improvements. This resolution approves the form and authorizes distribution of the preliminary official statement for the bonds.

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

**Recommendation:** Staff recommends approving the resolution.

**Attachments:**

1. Resolution
2. Preliminary Official Statement (POS)

**Prepared by:** Tom Yantis, AICP  
Assistant City Manager

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION APPROVING THE FORM AND AUTHORIZING THE DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT FOR SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2014 (OAK CREEK PUBLIC IMPROVEMENT DISTRICT)**

WHEREAS, this City Council has adopted a resolution authorizing the creation of Oak Creek Public Improvement District (the “District”);

WHEREAS, this City Council intends to issue its City of Leander, Texas Special Assessment Revenue Bonds, Series 2014 (Oak Creek Public Improvement District), to fund public improvements within the District (the “Bonds”);

WHEREAS, there has been presented to this City Council a Preliminary Official Statement for the Bonds (the “Preliminary Official Statement”); and

WHEREAS, this City Council finds and determines that it is necessary and in the best interests of the City to approve the form and content of the Preliminary Official Statement and authorize the use of the Preliminary Official Statement in the offering and sale of the Bonds by the Underwriter for the Bonds, Jefferies LLC.

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

**Section 1.** The form and content of the Preliminary Official Statement is hereby approved and deemed final, except for the omission of such information which is dependent upon the final pricing of the Bonds for completion, all as permitted to be excluded by Section (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934, with such changes, addenda, supplements or amendments as may be approved by the City Manager. The City hereby authorizes the Preliminary Official Statement to be used by the Underwriter in connection with the marketing and sale of the Bonds.

**Section 2.** This Resolution shall be effective immediately upon its adoption.

*[ The remainder of this page is intentionally left blank. ]*

**PASSED, APPROVED AND EFFECTIVE** this 2nd day of October, 2014.

---

Christopher Fielder, Mayor  
City of Leander, Texas

ATTEST:

---

Debbie Haile, City Secretary  
City of Leander, Texas

[SEAL]

PRELIMINARY OFFICIAL STATEMENT DATED \_\_\_\_\_, 2014

Fulbright Draft 9.23.14

*In the opinion of Bond Counsel, assuming continuing compliance by the City after the date of initial delivery of the Bonds with certain covenants contained in the Bond Ordinance and the Indenture and subject to the matters described under "TAX MATTERS" herein, interest on the Bonds under existing statutes, regulations, published rulings, and court decisions (1) is excludable from the gross income of owners thereof for federal income tax purposes under Section 103 of the Internal Revenue Code, and (2) will not be included in computing the alternative minimum taxable income of the owners thereof who are individuals or, except as described herein, corporations. See "TAX MATTERS – Tax Exemption" herein for a discussion of Bond Counsel's opinion, including a description of certain alternative minimum tax consequences for corporations.*

**\$5,180,000\*****CITY OF LEANDER, TEXAS,****(a municipal corporation of the State of Texas located in Williamson and Travis Counties)****SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2014****(OAK CREEK PUBLIC IMPROVEMENT DISTRICT)****Dated Date: \_\_\_\_\_, 2014****Due: \_\_\_\_\_, as shown on the inside cover****Interest to Accrue from Date of Delivery**

The City of Leander, Texas, Special Assessment Revenue Bonds, Series 2014 (Oak Creek Public Improvement District) (the "Bonds"), are being issued by the City of Leander, Texas (the "City"). The Bonds will be issued in fully registered form, without coupons, in authorized denominations of \$25,000 of principal amount and any integral multiple of \$5,000 in excess thereof. The Bonds will bear interest at the rates set forth on the inside cover, calculated on the basis of a 360-day year of twelve 30-day months, payable on each February 15 and August 15, commencing February 15, 2015, until maturity or earlier redemption. The Bonds will be registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"), New York, New York. No physical delivery of the Bonds will be made to the beneficial owners thereof. For so long as the book-entry only system is maintained, the principal of and interest on the Bonds will be paid from the sources described herein by BOKF, NA dba Bank of Texas, as trustee (the "Trustee"), to DTC as the registered owner thereof. See "BOOK-ENTRY ONLY SYSTEM."

The Bonds are being issued by the City pursuant to the Public Improvement District Assessment Act, Subchapter A of Chapter 372, Texas Local Government Code, as amended (the "PID Act"), an ordinance to be adopted by the City Council of the City (the "City Council") on \_\_\_\_\_, 2014 (the "Bond Ordinance"), and an Indenture of Trust, dated \_\_\_\_\_, 2014 (the "Indenture"), entered into by and between the City and the Trustee.

Proceeds of the Bonds will be used to provide funds for (i) paying a portion of the Costs of the Projects, which consist of the costs of certain sanitary sewer improvements, drainage improvements, pond improvements, signage, and landscaping that will benefit the entire Oak Creek Public Improvement District (the "District"), (ii) paying interest on the Bonds during construction of the Projects, (iii) funding a reserve fund for the payment of principal of and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization of the District, and (v) paying the costs of issuing the Bonds. See "THE PROJECTS" and "APPENDIX A — Form of Indenture." Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Indenture.

The Bonds, when issued and delivered, will constitute valid and binding special obligations of the City payable solely from and secured by the Pledged Revenues, consisting primarily of monies collected from Assessments levied against assessable properties in the District in accordance with a Service and Assessment Plan, all to the extent and upon the conditions described herein. The Bonds are not payable from funds raised or to be raised from taxation. See "SECURITY FOR THE BONDS" and "APPENDIX B – Form of Service and Assessment Plan".

The Bonds are subject to redemption at the times, in the amounts, and at the redemption prices more fully described herein under the subcaption "DESCRIPTION OF THE BONDS — Redemption Provisions."

**THE BONDS INVOLVE A DEGREE OF RISK AND ARE NOT SUITABLE FOR ALL INVESTORS. PROSPECTIVE PURCHASERS SHOULD CAREFULLY EVALUATE THE RISKS AND MERITS OF AN INVESTMENT IN THE BONDS, SHOULD CONSULT WITH THEIR LEGAL AND FINANCIAL ADVISORS BEFORE CONSIDERING A PURCHASE OF THE BONDS, AND SHOULD BE WILLING TO BEAR THE RISKS OF LOSS OF THEIR INVESTMENT IN THE BONDS. THE BONDS ARE NOT CREDIT ENHANCED OR RATED AND NO APPLICATION HAS BEEN MADE FOR A RATING ON THE BONDS. SEE "BONDHOLDERS' RISKS" AND "SUITABILITY FOR INVESTMENT."**

**THE BONDS ARE SPECIAL OBLIGATIONS OF THE CITY PAYABLE SOLELY FROM THE PLEDGED REVENUES AND THE OTHER FUNDS HELD UNDER THE INDENTURE COMPRISING THE TRUST ESTATE, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. THE BONDS DO NOT GIVE RISE TO A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWERS OF THE CITY AND ARE NOT SECURED EXCEPT AS PROVIDED IN THE INDENTURE. THE OWNERS OF THE BONDS SHALL NEVER HAVE THE RIGHT TO DEMAND PAYMENT THEREOF OUT OF ANY FUNDS OF THE CITY OTHER THAN THE PLEDGED REVENUES AND ANY OTHER FUNDS HELD UNDER THE INDENTURE COMPRISING THE TRUST ESTATE, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. THE CITY SHALL HAVE NO LEGAL OR MORAL OBLIGATION TO THE OWNERS OF THE BONDS TO PAY THE BONDS OUT OF ANY FUNDS OF THE CITY OTHER THAN THE PLEDGED REVENUES. SEE "SECURITY FOR THE BONDS."**

*This cover page contains certain information for general reference only. It is not a summary of the Bonds. Investors must read this entire Official Statement to obtain information essential to the making of an informed investment decision.*

The Bonds are offered for delivery when, as, and if issued by the City and accepted by the Underwriter, subject to, among other things, the approval of the Bonds by the Attorney General of Texas and the receipt of the opinion of Bickerstaff Heath Delgado Acosta LLP, Bond Counsel, as to the validity of the Bonds and the excludability of interest thereon from gross income for federal income tax purposes. See "APPENDIX C — Form of Opinion of Bond Counsel." Certain legal matters will be passed upon for the Underwriter by its counsel, Fulbright & Jaworski LLP, a member of Norton Rose Fulbright, for the Developer by its counsel, Metcalfe Wolff Stuart & Williams, LLP, and for the Trustee by its counsel Naman, Howell, Smith and Lee, PLLC. It is expected that the Bonds will be delivered in book-entry form through the facilities of DTC on or about \_\_\_\_\_, 2014.

**JEFFERIES**

\* Preliminary; subject to change.

MATURITIES, PRINCIPAL AMOUNTS, INTEREST RATES, PRICES, YIELDS,  
AND CUSIP NUMBERS

CUSIP Prefix: \_\_\_\_\_ (c)

\$5,180,000\*

CITY OF LEANDER, TEXAS,

(a municipal corporation of the State of Texas located in Williamson and Travis Counties)

SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2014

(OAK CREEK PUBLIC IMPROVEMENT DISTRICT)

\_\_\_\_\_ % Term Bonds, Due \_\_\_\_\_, 20\_\_, Priced to Yield \_\_\_\_%; CUSIP \_\_\_\_\_ (a) (b) (c)

\_\_\_\_\_ % Term Bonds, Due \_\_\_\_\_, 20\_\_, Priced to Yield \_\_\_\_%; CUSIP \_\_\_\_\_ (a) (b) (c)

\_\_\_\_\_ % Term Bonds, Due \_\_\_\_\_, 20\_\_, Priced to Yield \_\_\_\_%; CUSIP \_\_\_\_\_ (a) (b) (c)

---

\* Preliminary; subject to change.

(a) The Bonds are subject to redemption, in whole or in part, prior to stated maturity, at the option of the City, on any Interest Payment Date on or after \_\_\_\_\_, 20\_\_, at the prices described herein under "DESCRIPTION OF THE BONDS — Redemption Provisions."

(b) The Bonds are also subject to mandatory sinking fund redemption and extraordinary optional redemption as described herein under "DESCRIPTION OF THE BONDS — Redemption Provisions."

(c) CUSIP numbers are included solely for the convenience of owners of the Bonds. CUSIP is a registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services, managed by Standard & Poor's Financial Services LLC on behalf of The American Bankers Association. This data is not intended to create a database and does not serve in any way as a substitute for the CUSIP Services. CUSIP numbers are provided for convenience of reference only. None of the City, the City's Financial Advisor or the Underwriter takes any responsibility for the accuracy of such numbers.

**CITY OF LEANDER, TEXAS  
CITY COUNCIL**

<u>Name</u>	<u>Place</u>	<u>Term Expires (May)</u>
Christopher Fielder	Mayor	2015
Simon Garcia	Mayor Pro Tem, Place 3	2016
Andrea Navarrette	Council member, Place 1	2016
Kirsten Lynch	Council member, Place 2	2015
Ron Abruzzese	Council member, Place 4	2015
Jason Dishongh	Council member, Place 5	2016
David Siebold	Council member, Place 6	2015

**CITY MANAGER**  
Kent Cagle

**CITY SECRETARY**  
Debbie Haile

**FINANCE DIRECTOR**  
Robert Powers

**SERVICE AND ASSESSMENT PLAN CONSULTANT**  
Development Planning & Financing Group, Inc.

**FINANCIAL ADVISOR TO THE CITY**  
First Southwest Company

**BOND COUNSEL**  
Bickerstaff Heath Delgado Acosta LLP

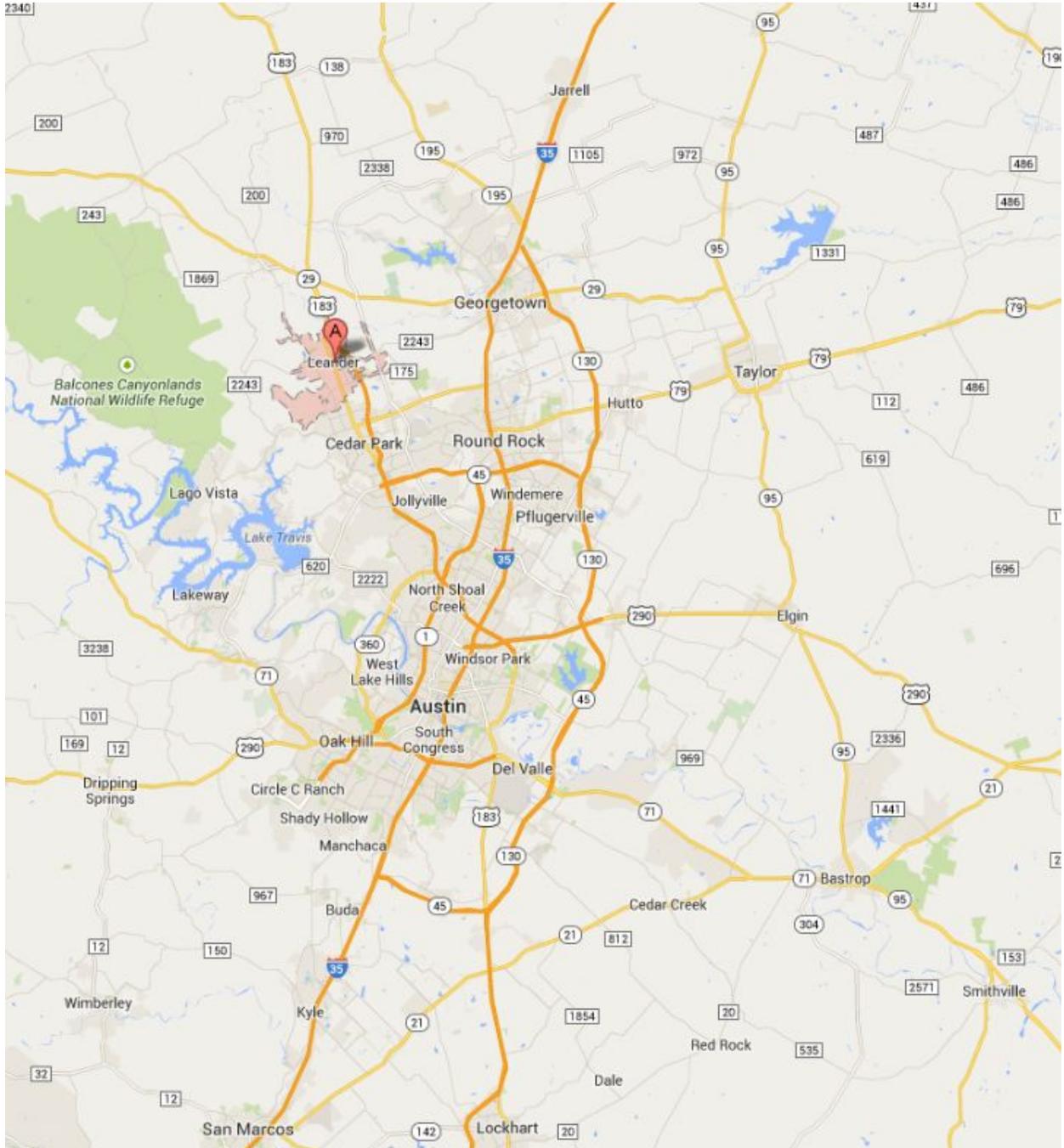
**UNDERWRITER'S COUNSEL**  
Fulbright & Jaworski LLP  
(a member of Norton Rose Fulbright)

For additional information regarding the City, please contact:

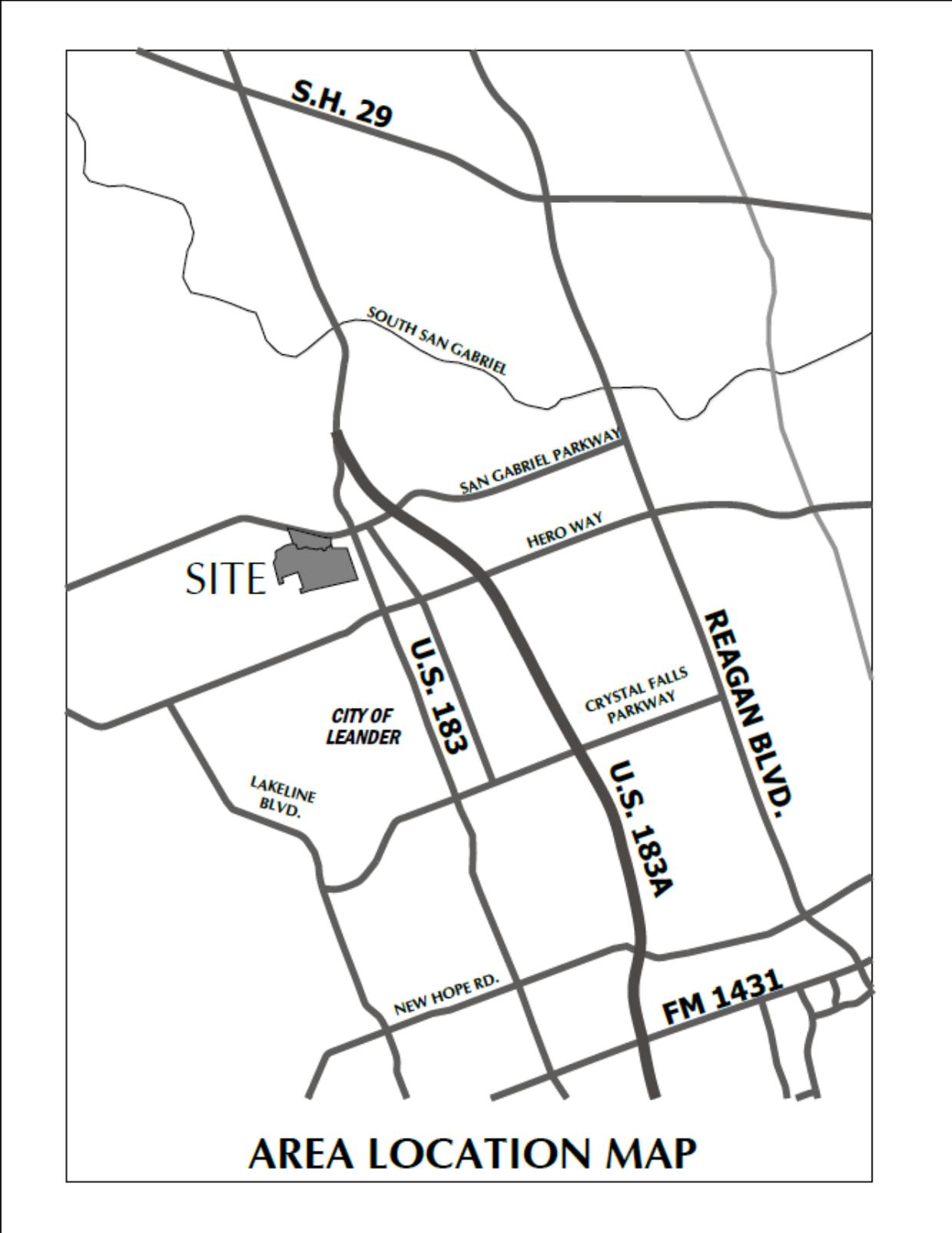
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First Southwest Company  
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## REGIONAL LOCATION MAP OF DISTRICT



AREA LOCATION MAP OF DISTRICT



*For purposes of compliance with Rule 15c2-12 of the Securities and Exchange Commission (the "Rule"), this document constitutes a preliminary official statement of the City with respect to the Bonds that has been deemed "final" by the City as of its date except for the omission of no more than the information permitted by Rule.*

No dealer, broker, salesperson or other person has been authorized by the City or the Underwriter to give any information or make any representations, other than those contained in this Official Statement, and if given or made, such other information or representations must not be relied upon as having been authorized by either of the foregoing. This Official Statement, which includes the cover page and the Appendices hereto, does not constitute an offer to sell or the solicitation of an offer to buy and there shall be no offer, solicitation or sale of the Bonds by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale.

THE UNDERWRITER HAS REVIEWED THE INFORMATION IN THIS OFFICIAL STATEMENT IN ACCORDANCE WITH, AND AS PART OF, ITS RESPONSIBILITIES TO INVESTORS UNDER THE UNITED STATES FEDERAL SECURITIES LAWS AS APPLIED TO THE FACTS AND CIRCUMSTANCES OF THIS TRANSACTION. THE INFORMATION SET FORTH HEREIN HAS BEEN FURNISHED BY THE CITY AND OBTAINED FROM SOURCES, INCLUDING THE DEVELOPER AND ITS CONSULTANTS, WHICH ARE BELIEVED BY THE CITY AND THE UNDERWRITER TO BE RELIABLE, BUT IT IS NOT GUARANTEED AS TO ACCURACY OR COMPLETENESS, AND IS NOT TO BE CONSTRUED AS A REPRESENTATION OF THE UNDERWRITER. THE INFORMATION AND EXPRESSIONS OF OPINION HEREIN ARE SUBJECT TO CHANGE WITHOUT NOTICE, AND NEITHER THE DELIVERY OF THIS OFFICIAL STATEMENT, NOR ANY SALE MADE HEREUNDER, SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE CITY OR THE DEVELOPER SINCE THE DATE HEREOF. SEE "CONTINUING DISCLOSURE OF INFORMATION" FOR A DESCRIPTION OF THE UNDERTAKING BY THE CITY AND THE DEVELOPER TO PROVIDE CERTAIN INFORMATION ON A CONTINUING BASIS.

NEITHER THE CITY NOR THE UNDERWRITER MAKE ANY REPRESENTATION AS TO THE ACCURACY, COMPLETENESS, OR ADEQUACY OF THE INFORMATION SUPPLIED BY THE DEPOSITORY TRUST COMPANY FOR USE IN THIS OFFICIAL STATEMENT.

**THE BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, NOR HAS THE INDENTURE BEEN QUALIFIED UNDER THE TRUST INDENTURE ACT OF 1939, IN RELIANCE UPON EXEMPTIONS CONTAINED IN SUCH LAWS. THE REGISTRATION OR QUALIFICATION OF THE BONDS UNDER THE SECURITIES LAWS OF ANY JURISDICTION IN WHICH THEY MAY HAVE BEEN REGISTERED OR QUALIFIED, IF ANY, SHALL NOT BE REGARDED AS A RECOMMENDATION THEREOF. NONE OF SUCH JURISDICTIONS, OR ANY OF THEIR AGENCIES, HAVE PASSED UPON THE MERITS OF THE BONDS OR THE ACCURACY OR COMPLETENESS OF THIS OFFICIAL STATEMENT.**

CERTAIN STATEMENTS INCLUDED OR INCORPORATED BY REFERENCE IN THIS OFFICIAL STATEMENT CONSTITUTE "FORWARD-LOOKING STATEMENTS" WITHIN THE MEANING OF THE UNITED STATES PRIVATE SECURITIES LITIGATION REFORM ACT OF 1995, SECTION 21E OF THE UNITED STATES EXCHANGE ACT OF 1934, AS AMENDED, AND SECTION 27A OF THE SECURITIES ACT. SUCH STATEMENTS ARE GENERALLY IDENTIFIABLE BY THE TERMINOLOGY USED SUCH AS "PLAN," "EXPECT," "ESTIMATE," "PROJECT," "ANTICIPATE," "BUDGET" OR OTHER SIMILAR WORDS. THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. THE CITY DOES NOT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THOSE FORWARD-LOOKING STATEMENTS IF OR WHEN ANY OF ITS EXPECTATIONS OR EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH SUCH STATEMENTS ARE BASED OCCUR, OTHER THAN AS DESCRIBED UNDER "CONTINUING DISCLOSURE" HEREIN.

THE TRUSTEE HAS NOT PARTICIPATED IN THE PREPARATION OF THIS OFFICIAL STATEMENT AND ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OR COMPLETENESS OF ANY INFORMATION CONTAINED IN THIS OFFICIAL STATEMENT OR THE RELATED TRANSACTIONS AND DOCUMENTS OR FOR ANY FAILURE BY ANY PARTY TO DISCLOSE EVENTS THAT MAY HAVE OCCURRED AND MAY AFFECT THE SIGNIFICANCE OR ACCURACY OF SUCH INFORMATION.

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**PRELIMINARY OFFICIAL STATEMENT**

**\$5,180,000\***

**CITY OF LEANDER, TEXAS,**

**(a municipal corporation of the State of Texas located in Williamson and Travis Counties)**

**SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2014**

**(OAK CREEK PUBLIC IMPROVEMENT DISTRICT)**

**INTRODUCTION**

The purpose of this Official Statement, including the cover page, inside cover and Appendices hereto, is to provide certain information in connection with the issuance and sale by the City of Leander, Texas (the “City”), of its \$5,180,000\* aggregate principal amount of Special Assessment Revenue Bonds, Series 2014 (Oak Creek Public Improvement District) (the “Bonds”).

PROSPECTIVE INVESTORS SHOULD BE AWARE OF CERTAIN RISK FACTORS, ANY OF WHICH, IF MATERIALIZED TO A SUFFICIENT DEGREE, COULD DELAY OR PREVENT PAYMENT OF PRINCIPAL OF AND/OR INTEREST ON THE BONDS. THE BONDS ARE NOT A SUITABLE INVESTMENT FOR ALL INVESTORS. See “SUITABILITY FOR INVESTMENT” and “BONDHOLDERS’ RISKS.”

The Bonds are being issued by the City pursuant to the Public Improvement Assessment District Act, Subchapter A of Chapter 372, Texas Local Government Code, as amended (the “PID Act”), the ordinance authorizing the issuance of the Bonds to be adopted by the City Council on \_\_\_\_\_, 2014 (the “Bond Ordinance”), and an Indenture of Trust, dated as of \_\_\_\_\_, 2014 (the “Indenture”), entered into by and between the City and BOKF, NA, dba Bank of Texas, as trustee (the “Trustee”). The Bonds will be secured by assessments (“Assessments”) levied against assessable property located within the Oak Creek Public Improvement District (the “District”) pursuant to a separate ordinance to be enacted by the City Council on \_\_\_\_\_, 2014 (the “Assessment Ordinance”).

Reference is made to the Indenture for a full statement of the authority for, and the terms and provisions of, the Bonds. All capitalized terms used in this Official Statement that are not otherwise defined herein shall have the meanings set forth in the Indenture. See “APPENDIX A — Form of Indenture.”

Set forth herein are brief descriptions of the City, the District, the Assessment Ordinance, the Bond Ordinance, the Service and Assessment Plan (as defined herein), the Developer (as defined herein), and the Developer Consultant (as defined herein), together with summaries of terms of the Bonds and the Indenture and certain provisions of the PID Act. All references herein to such documents and the PID Act are qualified in their entirety by reference to such documents or such PID Act and all references to the Bonds are qualified by reference to the definitive forms thereof and the information with respect thereto contained in the Indenture. Copies of these documents may be obtained during the period of the offering of the Bonds from the Underwriter, Jefferies LLC, 300 Crescent Court, Suite 500, Dallas, Texas 75201, telephone number (972) 701-3037. The form of the Indenture appears in APPENDIX A and the form of the Service and Assessment Plan appears in APPENDIX B. The final Indenture and the final Service and Assessment Plan will be provided in the final Official Statement. The information provided under this caption “INTRODUCTION” is intended to provide a brief overview of the information provided in the other captions herein and is not intended, and should not be considered, fully representative or complete as to the subjects discussed hereunder.

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\* Preliminary; subject to change.

## PLAN OF FINANCE

### Development Plan

Sentinel/Cotter Leander, LLC (the “Developer”) plans to develop public improvements to serve the entire District. The boundaries of the District are shown in the maps on pages iii and iv of this Official Statement. The District will feature approximately 446 single family detached and as many as 214 attached residential home sites plus extensive trails and other public amenities. Proceeds of the Bonds will be used primarily to finance a portion of the Costs of the Projects, which consist of the costs of certain sanitary sewer improvements, drainage improvements, pond improvements, signage, and landscaping that will benefit the entire District. See “THE PROJECTS.”

### The Bonds

Proceeds of the Bonds will be used to provide funds for (i) paying a portion of the Costs of the Projects, which consist of the costs of certain sanitary sewer improvements, drainage improvements, pond improvements, signage, and landscaping that will benefit the entire Oak Creek Public Improvement District (the “District”), (ii) paying [a portion] of the interest on the Bonds during and [after the period of acquisition] and construction of the Projects, (iii) funding a reserve fund for the payment of principal of and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization of the District, and (v) paying the costs of issuing the Bonds. To the extent that a portion of the proceeds of the Bonds is allocated for the payment of the cost of issuance of the Bonds and less than all of such amount is used to pay such costs, the excess amount may, at the option of the City, be transferred to another account in the Project Fund and used to pay Costs or to the Principal and Interest Account of the Bond Fund to pay interest on the Bonds. See “THE PROJECTS,” “APPENDIX A – Form of Indenture” and “SOURCES AND USES OF FUNDS.”

Payment of the Bonds is secured by a pledge of and a lien upon the Pledged Revenues, consisting primarily of Assessments to be levied against the assessable parcels or lots within the District, all to the extent and upon the conditions described herein and in the Indenture. See “SECURITY FOR THE BONDS” and “ASSESSMENT PROCEDURES.”

When compared to the estimated aggregate retail value of the assessable property in the District (\$15,665,000), the principal amount of the Bonds has an estimated value to assessment burden ratio of approximately 3.13\* to 1. See “APPRAISAL OF PROPERTY WITHIN THE DISTRICT – Value to Assessment Burden Ratio” and “APPENDIX E – Appraisals of Parcels”.

## DESCRIPTION OF THE BONDS

### General Description

The Bonds will mature on the dates and in the amounts set forth in the inside cover page of this Official Statement. Interest on the Bonds will accrue from their date of delivery to the Underwriter and will be computed on the basis of a 360-day year consisting of twelve 30-day months. Interest on the Bonds will be payable on each February 15 and August 15, commencing February 15, 2015 (each an “Interest Payment Date”), until maturity or prior redemption. BOKF, NA dba Bank of Texas is the initial Trustee, Paying Agent and Registrar for the Bonds.

The Bonds will be issued in fully registered form, without coupons, in authorized denominations of \$25,000 of principal and any integral multiple of \$5,000 in excess thereof (“Authorized Denominations”). Upon initial issuance, the ownership of the Bonds will be registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York (“DTC”), and purchases of beneficial interests in the Bonds will be made in book-entry only form. See “BOOK-ENTRY ONLY SYSTEM” and “SUITABILITY FOR INVESTMENT.”

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\* Preliminary; subject to change.

**Redemption Provisions**

*Mandatory Sinking Fund Redemption.* The Bonds are subject to mandatory sinking fund redemption prior to their respective maturities and will be redeemed by the City in part at a price of 100% of the principal amount thereof, plus accrued and unpaid interest to the redemption date, from moneys available for such purpose in the Principal and Interest Account of the Bond Fund pursuant to the Indenture, on the dates and in the respective principal amounts as set forth in the following schedules:

**\$ Term Bonds due \_\_\_\_\_, 20\_\_ \***

<u>Redemption Date</u>	<u>Principal Amount</u>
_____, 20__	
_____, 20__†	

**\$ Term Bonds due \_\_\_\_\_, 20\_\_ \***

<u>Redemption Date</u>	<u>Principal Amount</u>
_____, 20__	
_____, 20__†	

**\$ Term Bonds due \_\_\_\_\_, 20\_\_ \***

<u>Redemption Date</u>	<u>Principal Amount</u>
_____, 20__	
_____, 20__†	

\* Preliminary, subject to change.  
 † Stated maturity.

At least forty-five (45) days prior to each mandatory sinking fund redemption date, the Trustee will select a principal amount of Bonds equal to the Sinking Fund Installment amount of such Bonds to be redeemed, will call such Bonds for redemption on such scheduled mandatory redemption date, and shall give notice of such redemption, as provided in the Indenture.

The principal amount of Bonds required to be redeemed on any mandatory sinking fund redemption date pursuant to the Indenture shall be reduced, at the option of the City, by the principal amount of any Bonds of such maturity which, at least 45 days prior to the sinking fund redemption date shall have been acquired by the City at a price not exceeding the principal amount of such Bonds plus accrued unpaid interest to the date of purchase thereof, and delivered to the Trustee for cancellation.

The principal amount of Bonds required to be redeemed on any mandatory sinking fund redemption date pursuant to the Indenture shall be reduced on a pro rata basis among sinking fund installments by the principal amount of any Bonds which, at least 45 days prior to the mandatory sinking fund redemption date, shall have been redeemed pursuant to the optional redemption or extraordinary optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.

*Optional Redemption.* The City reserves the right and option to redeem the Bonds before their scheduled maturity dates, in whole or in part, on or after \_\_\_\_\_, 20\_\_, such redemption date or dates to be fixed by the City, at the redemption prices shown below, plus accrued interest to the redemption date.

<u>Redemption Date</u>	<u>Redemption Price</u>
_____, 20__ through _____, 20__	103%
_____, 20__ through _____, 20__	102%
_____, 20__ through _____, 20__	101%
_____, 20__ and thereafter	100%

Extraordinary Optional Redemption. The Bonds are subject to extraordinary optional redemption by the City prior to their scheduled maturity on the 15th day of any month after the required notice of redemption at a redemption price equal to 100% of the principal amount of the Bonds, or portions thereof, to be redeemed plus accrued interest to the redemption date from amounts on deposit in the Redemption Fund as a result of Prepayments, including related transfers to the Redemption Fund, and as a result of unexpended proceeds transferred from the Project Fund to the Bond Fund pursuant to the Indenture. Such unexpended proceeds shall be transferred only in the event that such proceeds are not expected to be expended for purposes of the Project Fund due to the abandonment, or constructive abandonment, of the Project such that, in the opinion of the City Representative, it is unlikely that the amounts in the Project Fund will ever be expended for the purposes of the Project Fund. See “ASSESSMENT PROCEDURES — Prepayment of Assessments” for a description of Prepayments. No redemption shall be made which results in a Bond remaining outstanding in a principal amount less than an Authorized Denomination. See “APPENDIX A — Form of Indenture.”

Provisions with Respect to Redemption. Bonds may be redeemed in part only in increments of \$5,000. If less than all of the Bonds are to be redeemed, the Bonds to be redeemed shall be selected by any method selected by the Trustee that results in a random selection, and treating each minimum Authorized Denomination of the Bonds as a single Bond for such purposes.

Upon surrender of any Bond for redemption in part, the Trustee, in accordance with the provisions of the Indenture, shall authenticate and deliver in exchange thereof a Bond or Bonds of like tenor, maturity and interest rate in an aggregate principal amount equal to the unredeemed portion of the Bond or Bonds so surrendered.

Notice of Redemption. Notice of any redemption shall be given by the Trustee at least thirty (30) days prior to the redemption date by giving written notice to the Owner of each Bond to be redeemed in whole or in part at the address shown on the Register by first-class mail, postage prepaid. Any such notice shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice. When such Bonds have been called for redemption, in whole or in part, and due provision has been made to redeem same, such Bonds, or portions thereof, shall no longer be regarded as Outstanding except for the purposes of receiving payment from the funds provided for redemption, and the right of the Owners to collect interest on such Bonds or portions thereof which would otherwise accrue after the redemption date shall be terminated.

The City has the right to rescind any optional redemption or extraordinary optional redemption by written notice to the Trustee on or prior to the date fixed for redemption. Any notice of redemption shall be canceled and annulled if for any reason funds are not available on the date fixed for redemption for the payment in full of the Bonds then called for redemption, and such cancellation shall not constitute an Event of Default under the Indenture. The Trustee shall mail notice of rescission of redemption in the same manner notice of redemption was originally provided.

### **BOOK-ENTRY ONLY SYSTEM**

*This section describes how ownership of the Bonds is to be transferred and how the principal of, premium, if any, and interest on the Bonds are to be paid to and credited by The Depository Trust Company (“DTC”), New York, New York, while the Bonds are registered in its nominee name. The information in this section concerning DTC and the Book-Entry-Only System has been provided by DTC for use in disclosure documents such as this Official Statement. The City and the Underwriter believe the source of such information to be reliable, but neither the City nor the Underwriter takes responsibility for the accuracy or completeness thereof.*

*The City cannot and does not give any assurance that (1) DTC will distribute payments of debt service on the Bonds, or redemption or other notices, to DTC Participants, (2) DTC Participants or others will distribute debt service payments paid to DTC or its nominee (as the registered owner of the Bonds), or redemption or other notices, to the Beneficial Owners, or that they will do so on a timely basis or (3) DTC will serve and act in the manner described in this Official Statement. The current rules applicable to DTC are on file with the Securities and Exchange Commission, and the current procedures of DTC to be followed in dealing with DTC Participants are on file with DTC.*

DTC will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered security certificate will be issued for each maturity of the Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC, is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its registered subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing companies that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of "AA+". The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at [www.dtcc.com](http://www.dtcc.com).

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all Bonds of the same series and maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant of such series and maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal, interest and payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the City or Paying Agent/Registrar, on the payment date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC nor its nominee, the Trustee, the Paying Agent/Registrar, or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, interest and payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Trustee, the Paying Agent/Registrar or the City, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as securities depository with respect to the Bonds at any time by giving reasonable notice to the City or the Trustee. Under such circumstances, in the event that a successor securities depository is not obtained, Bond certificates are required to be printed and delivered.

The City may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered. Thereafter, Bond certificates may be transferred and exchanged as described in the Indenture.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the City believes to be reliable, but none of the City, the City's Financial Advisor or the Underwriter takes no responsibility for the accuracy thereof.

NONE OF THE CITY, THE TRUSTEE, THE PAYING AGENT, THE CITY'S FINANCIAL ADVISOR OR THE UNDERWRITER WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO THE DTC PARTICIPANTS OR THE PERSONS FOR WHOM THEY ACT AS NOMINEE WITH RESPECT TO THE PAYMENTS TO OR THE PROVIDING OF NOTICE FOR THE DTC PARTICIPANTS, THE INDIRECT PARTICIPANTS OR THE BENEFICIAL OWNERS OF THE BONDS. THE CITY CANNOT AND DOES NOT GIVE ANY ASSURANCES THAT DTC, THE DTC PARTICIPANTS OR OTHERS WILL DISTRIBUTE PAYMENTS OF PRINCIPAL OF OR INTEREST ON THE BONDS PAID TO DTC OR ITS NOMINEE, AS THE REGISTERED OWNER, OR PROVIDE ANY NOTICES TO THE BENEFICIAL OWNERS OR THAT THEY WILL DO SO ON A TIMELY BASIS, OR THAT DTC WILL ACT IN THE MANNER DESCRIBED IN THIS OFFICIAL STATEMENT. THE CURRENT RULES APPLICABLE TO DTC ARE ON FILE WITH THE SECURITIES AND EXCHANGE COMMISSION, AND THE CURRENT PROCEDURES OF DTC TO BE FOLLOWED IN DEALING WITH DTC PARTICIPANTS ARE ON FILE WITH DTC.

## **SECURITY FOR THE BONDS**

### **General**

THE BONDS ARE SPECIAL OBLIGATIONS OF THE CITY PAYABLE SOLELY FROM THE PLEDGED REVENUES AND THE OTHER FUNDS HELD UNDER THE INDENTURE COMPRISING THE TRUST ESTATE, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. THE BONDS ARE NOT SECURED BY FUNDS RAISED OR TO BE RAISED FROM TAXATION AND DO NOT GIVE RISE TO A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWERS OF THE CITY AND ARE NOT SECURED EXCEPT AS PROVIDED IN THE INDENTURE. THE OWNERS OF THE BONDS SHALL NEVER HAVE THE

RIGHT TO DEMAND PAYMENT THEREOF OUT OF ANY FUNDS OF THE CITY OTHER THAN THE PLEDGED REVENUES AND ANY OTHER FUNDS HELD UNDER THE INDENTURE COMPRISING THE TRUST ESTATE, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. THE CITY SHALL HAVE NO LEGAL OR MORAL OBLIGATION TO THE OWNERS OF THE BONDS TO PAY THE BONDS OUT OF ANY FUNDS OF THE CITY OTHER THAN THE PLEDGED REVENUES.

The principal of, premium, if any, and interest on the Bonds are secured by a pledge of and a lien upon the pledged revenues (the “Pledged Revenues”), consisting primarily of Assessments levied against the assessable parcels or lots within the District (the “Assessed Parcels”) and other funds comprising the Trust Estate, all to the extent and upon the conditions described herein and in the Indenture. The District contains approximately 151 acres, all of which are expected to constitute Assessed Parcels. In accordance with the PID Act, the City has caused the preparation of a Service and Assessment Plan (as amended and supplemented from time to time, the “Service and Assessment Plan”), which describes the special benefit received by the property within the District, including the Assessed Parcels, provides the basis and justification for the determination of special benefit on such property, establishes the methodology for the levy of Assessments and provides for the allocation of Pledged Revenues for payment of principal of, premium, if any, and interest on the Bonds. The Service and Assessment Plan is reviewed and updated annually for the purpose of determining the annual budget for Administrative Expenses, updating the estimated Improvements costs, and updating the Assessment Roll. The determination by the City of the assessment methodology set forth in the Service and Assessment Plan is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on all current and future owners and developers within the District. See “APPENDIX B — Form of Service and Assessment Plan.”

### **Pledged Revenues**

The City is authorized by the PID Act, the Assessment Ordinance and other provisions of law to finance the Projects by levying Assessments upon properties in the District benefitted thereby. For a description of the assessment methodology and the amounts of Assessments anticipated to be levied in the District, see “ASSESSMENT PROCEDURES” and “APPENDIX B — Service and Assessment Plan.”

Pursuant to the Indenture, Pledged Revenues are the sum of (i) the Bond Special Assessment Revenues, and (ii) the moneys held in any of the Pledged Funds. “Special Assessment Revenues” means the monies collected from Bond Special Assessments, including interest on Bond Special Assessments during the period a Bond Special Assessment or any installment thereof is current or delinquent, Prepayments, Foreclosure Proceeds of Bond Special Assessments, and penalties for non-timely payment of Bond Special Assessments; and monies collected from Administrative Expenses Special Assessments, including interest on Administrative Expenses Special Assessments during the period an Administrative Expenses Special Assessment is delinquent, Foreclosure Proceeds of Administrative Expenses Special Assessments, proceeds from a guarantor of the Administrative Expenses Special Assessments, amounts collected as reimbursement of Delinquent Collection Costs, and penalties for non-timely payment of Administrative Expenses Special Assessments. “Annual Installments” mean, with respect to each Assessed Parcel (i) each annual payment of the Bond Special Assessment, including interest on the Bond Special Assessments, and (ii) the Administrative Expenses Special Assessment as shown on the Assessment Roll. Assessments also include any supplemental assessments levied in accordance with Sections 372.019 and 372.020 of the PID Act. The City will covenant in the Indenture that it will take and pursue all actions permissible under Applicable Laws to cause Assessments to be collected and the liens thereof to be enforced continuously. See “– Pledged Revenue Fund,” “APPENDIX A — Form of Indenture” and “APPENDIX B — Form of Service and Assessment Plan.”

The PID Act provides that the Assessments (including any reassessment, with interest, the expense of collection and reasonable attorney’s fees, if incurred) are a first and prior lien (the “Assessment Lien”) against the property assessed, superior to all other liens or claims, except liens and claims by the State of Texas (the “State”), counties, cities, school districts, or other municipalities for ad valorem taxes and are a personal liability of and charge against the owners of property, regardless of whether the owners are named. Pursuant to the PID Act, the Assessment Lien is effective from the date of the Assessment Ordinance until the Assessments are paid (or otherwise discharged), and is enforceable by the City Council in the same manner that an ad valorem property tax levied against real property may be enforced by the City Council. See “ASSESSMENT PROCEDURES” and “BONDHOLDERS’ RISKS — Assessment Limitations” herein.

The Assessments levied in the Assessment Ordinance and described in the Service and Assessment Plan are set at a level sufficient to fund the Costs of the Projects in the approximate amount of \$3,847,899.

### **Collection and Deposit of Assessments**

The Assessments shown on the Assessment Roll, together with the interest thereon, shall first be applied to the payment of the principal of and interest on the Bonds as and to the extent provided in the Service and Assessment Plan and the Indenture.

The portion of the Assessments assessed to pay debt service on the Bonds, together with interest thereon, are payable in Annual Installments established by the Assessment Ordinance and the Service and Assessment Plan to correspond, as nearly as practicable, to the debt service requirements for the Bonds. An Assessment has been made payable in the Assessment Ordinance which, if collected, will be sufficient to first pay debt service requirements on the Bonds for such Fiscal Year. Each Annual Installment is payable as provided in the Service and Assessment Plan and the Assessment Ordinance.

A record of the Assessments on each parcel, tract or lot which are to be collected in each year during the term of the Bonds is shown on the Assessment Roll. Sums received from the collection of the Assessments to pay the debt service requirements (including delinquent installments, Foreclosure Proceeds and penalties) and of the interest thereon shall be deposited into the Pledged Revenue Fund, except that amounts received as Prepayments shall be deposited into the Redemption Fund.

Portions of the Annual Installments collected as **[Delinquent]** Collection Costs shall be deposited in the Administrative Fund and shall not constitute Pledged Revenues.

### **Unconditional Levy of Assessments**

The City has imposed Assessments on the property within the District to pay the principal of and interest on the Bonds scheduled for payment from Pledged Revenues as described in the Indenture and in the Service and Assessment Plan and coming due during each Fiscal Year. The Assessments shall be effective on the date of, and strictly in accordance with the terms of, the Assessment Ordinance. Each Assessment may be paid immediately in full or in periodic Annual Installments over a period of time equal to the term of the Bonds, which installments shall include interest on the Assessments. Pursuant to the Assessment Ordinance, interest on the Assessments has been calculated at the rate of interest on the Bonds plus 0.50%, calculated on the basis of a 360-day year consisting of twelve 30-day months. Such rate may be adjusted as described in the Service and Assessment Plan. Each Annual Installment, including the interest on the unpaid amount of an Assessment, shall be calculated on \_\_\_\_\_ and shall be due on October 1 of each year. Each Annual Installment together with interest thereon shall be delinquent if not paid prior to February 1 of the following year. The initial Annual Installments will be due on \_\_\_\_\_, and will be delinquent if not paid prior to \_\_\_\_\_.

As authorized by Section 372.018(b) of the PID Act, the City will levy, assess, and collect each year while the Bonds are Outstanding and unpaid, commencing \_\_\_\_\_ 2015, as part of the Annual Installment, an amount to pay the annual costs incurred by the City in the administration and operation of the District. The portion of each Annual Installment used to pay such annual costs shall remain in effect from year to year until all Bonds are finally paid or until the City adjusts the levy after an annual review in any year pursuant to Section 372.013 of the PID Act. The Assessments to pay annual expenses shall be due in the manner set forth in the Assessment Ordinance on \_\_\_\_\_ of each year and shall be delinquent if not paid by \_\_\_\_\_ of the following year. There will be no discount for the early payment of Assessments. Such Assessments to pay expenses do not secure repayment of the Bonds.

Assessments, together with interest, penalties, and expense of collection and reasonable attorneys' fees, as permitted by the Texas Tax Code, shall be a first and prior lien against the property assessed, superior to all other liens and claims, except liens or claims for State, county, city, school district or municipal ad valorem taxes and shall be a personal liability of and charge against the owner of the property regardless of whether the owners are

named. The lien for Assessments and penalties and interest begins on the effective date of the Assessment Ordinance and continues until Assessments are paid or until all Bonds are finally paid.

Failure to pay an Annual Installment when due shall not accelerate the payment of the remaining Annual Installments of Assessments and such remaining Annual Installments (including interest) shall continue to be due and payable at the same time and in the same amount and manner as if such default had not occurred.

**Perfecting Security Interest** Chapter 1208, Texas Government Code, applies to the issuance of the Bonds and the pledge of the Pledged Revenues and such pledge is valid, effective, and perfected. The City will covenant in the Indenture that should Texas law be amended at any time while the Bonds are outstanding and unpaid, the result of such amendment being that the pledge of such revenues is subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, in order to preserve to the registered owners of the Bonds a security interest in such pledge, the City will take such measures as it determines are reasonable and necessary to enable a filing of a security interest in said pledge to occur. See “APPENDIX A — Form of Indenture.”

### **Pledged Revenue Fund**

The City has created under the Indenture a Pledged Revenue Fund to be held by the Trustee. Immediately upon receipt thereof while the Bonds are outstanding, and beginning in year 2015, the Assessments are collected, the City shall deposit or cause to be deposited the Bond Special Assessment Revenues into the Pledged Revenue Fund. Such Pledged Revenues shall be (a) first, deposited to the Principal and Interest Account of the Bond Fund in an amount sufficient to pay debt service on the Bonds next coming due, (b) second, deposited to the Reserve Account of the Reserve Fund in an amount necessary to cause the amount on deposit therein to equal the Reserve Fund Requirement, (c) third, to pay any other costs permitted by the PID Act.

From time to time as needed to pay the obligations relating to the Bonds, but no later than five business days before each Interest Payment Date, the Trustee shall withdraw from the Pledged Revenue Fund, and transfer to the Principal and Interest Account of the Bond Fund, an amount, taking into account any amounts then on deposit in such Principal and Interest Account and any expected transfers from the Capitalized Interest Account to the Principal and Interest Account, such that the amount on deposit in the Principal and Interest Account equals the principal (including any Sinking Fund Installments) and interest due on the Bonds on the next Interest Payment Date.

If, after the foregoing transfers and any transfer from the Reserve Fund (as described under “Reserve Fund” below), there are insufficient funds to make the payments provided in the preceding paragraph, the Trustee shall apply the available funds in the Principal and Interest Account first to the payment of interest, then to the payment of principal (including any Sinking Fund Installments) on the Bonds.

The Trustee shall transfer Prepayments to the Redemption Fund promptly after deposit of such amounts into the Pledged Revenue Fund.

The Trustee shall deposit Foreclosure Proceeds first, to the Reserve Fund to restore any transfers from the Reserve Fund to the Bond Fund made with respect to the Assessed Parcels to which the Foreclosure Proceeds relate, and second, to the Redemption Fund promptly after deposit of such amounts into the Pledged Revenue Fund. Any Assessments remaining after satisfying the foregoing payments may be used for any lawful purpose for which Assessments may be used under the PID Act.

Any Pledged Revenues remaining after no Bonds are outstanding may be used for any lawful purpose for which Assessments may be used under the PID Act.

### **Reserve Fund**

Pursuant to the Indenture, a Reserve Account will be created within the Reserve Fund for the benefit of the Bonds and held by the Trustee. The Reserve Fund Requirement will be funded at closing with proceeds of the Bonds. Pursuant to the Indenture, the “Reserve Fund Requirement” for the Bonds shall be an amount equal to the

least of (i) Maximum Annual Debt Service on the Bonds as of their date of issuance, (ii) 125% of average Annual Debt Service on the Bonds as of their date of issuance, or (iii) 10% of the proceeds of the Bonds; provided, however, that such amount shall be reduced by the amount of any transfers made pursuant to the Indenture. Also, as a result of an optional redemption of the Bonds, the Reserve Fund Requirement shall be reduced by a percentage equal to the pro rata amount of Bonds redeemed by such optional redemption divided by the total amount of the Outstanding Bonds prior to such redemption. As of the date of delivery of the Bonds, the Reserve Fund Requirement equals \$\_\_\_\_\_.

If, on any Interest Payment Date, the amount on deposit in the Bond Fund is insufficient to pay the debt service on the Bonds due on such date, the Trustee shall, after first transferring any available funds on deposit in the Delinquency Reserve Account of the Reserve Fund (described below), transfer second from the Reserve Account of the Reserve Fund to the Bond Fund and transfer third from the Prepayment Reserve Account of the Reserve Fund (described below), the amounts necessary to cure such deficiency. The Trustee shall determine the value of cash and investments on deposit in the Reserve Account as of each Interest Payment Date. So long as no Event of Default under the Indenture shall have occurred and be continuing, if as of the date of such determination the value of cash and investments on deposit in the Reserve Account exceeds the Reserve Fund Requirement, the Trustee shall transfer such excess to the Principal and Interest Account of the Bond Fund to be used for the payment of interest on the Bonds on the next Interest Payment Date, unless within thirty (30) days of such notice to the City Representative, the Trustee receives a City Order instructing the Trustee to apply such excess: (i) to pay amounts due in the Rebate Fund, or (ii) to the Project Fund to pay Costs if such application and the expenditure of funds is expected to occur within three (3) years of the date of the Indenture.

In the event of an extraordinary optional redemption of the Bonds from the proceeds of a Prepayment, the Trustee, pursuant to written directions from the City, shall transfer from the Reserve Account to the Redemption Fund the amount specified in such directions, which shall be an amount equal to the difference between the Reserve Fund Requirement immediately prior to such extraordinary optional redemption, and the Reserve Fund Requirement immediately after such extraordinary optional redemption.

#### **Prepayment Reserve Account of the Reserve Fund**

Pursuant to the Indenture and the Service and Assessment Plan, a Prepayment Reserve Account will be created within the Reserve Fund and held by the Trustee for the benefit of the Bonds. The Trustee will transfer funds from the Pledged Revenue Fund to the Prepayment Reserve Account on a semi-annual basis until the amount on deposit therein is equal to the Prepayment Reserve Requirement. The Prepayment Reserve Requirement is an amount equal to 1.5% of the outstanding Bonds, initially \$77,700\*. The City has allocated 40% of the Excess Interest Rate (as defined in the Service and Assessment Plan) component of the Annual Installments for such purpose until such time as the Prepayment Reserve Account contains the full amount of the Prepayment Reserve Requirement; such excess on deposit in the Prepayment Reserve Account shall be transferred to the Pledged Revenue Fund, unless within thirty (30) days of such notice to the City Representative, the Trustee receives a City Order instructing the Trustee to transfer such excess to the Administrative Fund in an amount equal to the shortfalls or projected shortfalls in amounts on deposit in the Administrative Fund necessary to pay Administrative Expenses. See "APPENDIX A – Form of Indenture" and "APPENDIX B – Form of Service and Assessment Plan."

Money deposited in the Prepayment Reserve Account will be used and withdrawn by the Trustee for the purpose of making transfers to the Bond Fund, pursuant to, and at the times specified in, the Indenture to pay a portion of the accrued interest on Bonds being redeemed pursuant to an extraordinary optional redemption for Prepayments. The amount to be transferred shall be an amount, for each Prepayment, equal to the amount of interest that would have accrued on the Assessment but for the Prepayment for the period from and including the date of the Prepayment to but excluding the date of redemption of Bonds pursuant to an extraordinary optional redemption with the proceeds of such Prepayment.

#### **Delinquency Reserve Account of the Reserve Fund**

Pursuant to the Indenture and the Service and Assessment Plan, a Delinquency Reserve Account will be created within the Reserve Fund and held by the Trustee for the benefit of the Bonds. The Trustee will transfer funds from the Pledged Revenue Fund to the Delinquency Reserve Account on a semi-annual basis. The Delinquency

Reserve Requirement is an amount equal to 4% of the outstanding Bonds, initially \$233,100\*, which amount will be accrued from deposits of the 60% of the Excess Interest Rate (as defined in the Service and Assessment Plan). The City has allocated 60% of the Excess Interest Rate (as defined in the Service and Assessment Plan) component of the Annual Installments for such purpose. [In addition, when the Prepayment Reserve Account contains the full amount of the Prepayment Reserve Requirement as described above, the City will allocate an additional 40% of the Excess Interest Rate (as defined in the Service and Assessment Plan) component to the Delinquency Reserve Account for the purpose of meeting the Delinquency Reserve Requirement or redeeming Bonds as provided in the Indenture.] See “APPENDIX A – Form of Indenture” and “APPENDIX B – Form of Service and Assessment Plan.”

If, on any Interest Payment Date, the amount on deposit in the Bond Fund is insufficient to pay the debt service on the Bonds due on such date, the Trustee shall transfer from the Delinquency Reserve Account of the Reserve Fund to the Bond Fund the amounts necessary to cure such deficiency. The Trustee shall determine the value of cash and investments on deposit in the Delinquency Reserve Account as of each Interest Payment Date in each year. So long as no Event of Default under the Indenture shall have occurred and be continuing, if as of the date of such determination the value of cash and investments on deposit in the Delinquency Reserve Account exceeds the Delinquency Reserve Fund Requirement for the Bonds, the Trustee shall transfer such excess at the direction of the City.

Once amounts on deposit in the Delinquency Reserve Account equal the Delinquency Reserve Requirement, the City may continue to charge and collect the Excess Interest Rate (as defined in the Service and Assessment Plan) and use the proceeds thereof to redeem Bonds or pay Administrative Expenses. Excess on deposit in the Delinquency Reserve Account shall be transferred to the Pledged Revenue Fund, unless within thirty (30) days of such notice to the City Representative, the Trustee receives a City Order instructing the Trustee to transfer such excess to the Administrative Fund in an amount equal to shortfalls or projected shortfalls in amounts on deposit in the Administrative Fund necessary to pay Administrative Expenses.

### **Administrative Fund**

The City has created under the Indenture an Administrative Fund held by the Trustee. Upon receipt, the City shall transfer to the Trustee, for deposit to the Administrative Fund, the portion of the Administrative Expenses Special Assessments Revenues. Monies in the Administrative Fund are not Pledged Revenues and may be used as directed by City Order for the purposes set forth in the Service and Assessment Plan. See “APPENDIX B — Form of Service and Assessment Plan.”

### **Defeasance**

All Outstanding Bonds shall prior to the Stated Maturity or redemption date thereof be deemed to have been paid and to no longer be deemed Outstanding if (i) in case any such Bonds are to be redeemed on any date prior to their Stated Maturity, the Trustee shall have given notice of redemption on said date as provided in the Indenture, (ii) there shall have been deposited with the Trustee either moneys in an amount which shall be sufficient, or Defeasance Securities the principal of and the interest on which when due will provide moneys which, together with any moneys deposited with the Trustee at the same time, shall be sufficient to pay when due the principal of and interest on of the Bonds to become due on such Bonds on and prior to the redemption date or maturity date thereof, as the case may be, and (iii) the Trustee shall have verified the sufficiency of the moneys or Defeasance Securities deposited with the Trustee to pay when due the principal of and interest on of the Bonds to become due on such Bonds on and prior to the redemption date or maturity date thereof, as the case may be. Any cash received from such principal of and interest on such Defeasance Securities deposited with the Trustee, if not then needed for such purpose, shall be reinvested in Defeasance Securities as directed by the City maturing at times and in amounts sufficient to pay when due the principal of and interest on the Bonds on and prior to such redemption date or maturity date thereof, as the case may be. Any payment for Defeasance Securities purchased for the purpose of reinvesting cash as aforesaid shall be made only against delivery of such Defeasance Securities.

“Defeasance Securities” means Investment Securities then authorized by applicable law for the investment of funds to defease public securities. “Investment Securities” means those authorized investments described in the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended (the “PFIA”); and provided further investments are, at the time made, included in and authorized by the City’s official investment policy as

approved by the City Council from time to time. Under current law, the following constitute Defeasance Securities, all of which may be in book-entry form:

- (i) direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America;
- (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality, and that are rated as to investment quality by a nationally recognized investment rating firm not less than “AAA” or its equivalent; and
- (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that are rated as to investment quality by a nationally recognized investment rating firm not less than “AAA” or its equivalent.

There is no assurance that the current law will not be changed in a manner which would permit investments other than those described above to be made with amounts deposited to defease the Bonds. Because the Indenture does not contractually limit such investments, Owners may be deemed to have consented to defeasance with such other investments, notwithstanding the fact that such investments may not be of the same investment quality as those currently permitted under State law. There is no assurance that the ratings for U.S. Treasury securities used as Defeasance Securities or that for any other Defeasance Security will be maintained at any particular rating category.

#### **Events of Default**

Each of the following occurrences or events constitutes an “Event of Default” under the Indenture:

- (i) the failure of the City to deposit the Pledged Revenues to the Pledged Revenue Fund;
- (ii) the failure of the City to enforce the collection of the Special Assessments including the prosecution of foreclosure proceedings; and
- (iii) default in the performance or observance of any covenant, agreement or obligation of the City under this Indenture and the continuation thereof for a period of 60 days after written notice specifying such default and requiring same to be remedied shall have been given to the City by the Trustee, which may give such notice in its discretion and shall give such notice at the written request of the Owners of not less than 25% in principal amount of the Bonds then Outstanding; provided, however, if the default stated in the notice is capable of cure but cannot reasonably be cured within the applicable period, the City shall be entitled to a further extension of time reasonably necessary to remedy such default so long as corrective action is instituted by the City within the applicable period and is diligently pursued until such failure is corrected, but in no event for a period of time of more than ninety (90) days after such notice.

#### **Remedies in Event of Default**

Upon the happening and continuance of any Event of Default, the Owners of not less than 25% in aggregate outstanding principal amount of the Bonds then Outstanding may proceed against the City for the purpose of protecting and enforcing the rights of the Owners under the Indenture by action seeking mandamus or by other suit, action, or special proceeding in equity or at law in any court of competent jurisdiction for any relief to the extent permitted by Applicable Laws including, but not limited to, the specific performance of any covenant or agreement contained in the Indenture, or injunction; provided, however, that no action for money damages against the City may be sought or will be permitted.

THE PRINCIPAL OF THE BONDS SHALL NOT BE SUBJECT TO ACCELERATION UNDER ANY CIRCUMSTANCES.

If the assets of the Trust Estate are sufficient to pay all amounts due with respect to Outstanding Bonds, in the selection of Trust Estate assets to be used in the payment of Bonds due in an Event of Default, the City shall determine, in its absolute discretion, and shall instruct the Trustee by City Order, which Trust Estate assets shall be applied to such payment and shall not be liable to any Owner or other Person by reason of such selection and application. In the event that the City shall fail to deliver to the Trustee such City Order, the Trustee shall select and liquidate or sell Trust Estate assets as provided in the following paragraph, and shall not be liable to any Owner, or other Person, or the City by reason of such selection, liquidation or sale.

Whenever moneys are to be applied pursuant to an Event of Default, irrespective of and whether other remedies authorized under the Indenture shall have been pursued in whole or in part, the Trustee may cause any or all of the assets of the Trust Estate, including Investment Securities, to be sold. The Trustee may so sell the assets of the Trust Estate and all right, title, interest, claim and demand thereto and the right of redemption thereof, in one or more parts, at any such place or places, and at such time or times and upon such notice and terms as the Trustee may deem appropriate and as may be required by law and apply the proceeds thereof in accordance with the provisions of the Indenture. Upon such sale, the Trustee may make and deliver to the purchaser or purchasers a good and sufficient assignment or conveyance for the same, which sale shall be a perpetual bar both at law and in equity against the City and all other Persons claiming such properties. No purchaser at any sale shall be bound to see to the application of the purchase money proceeds thereof or to inquire as to the authorization, necessity, expediency, or regularity of any such sale. Nevertheless, if so requested by the Trustee, the City shall ratify and confirm any sale or sales by executing and delivering to the Trustee or to such purchaser or purchasers all such instruments as may be necessary or, in the judgment of the Trustee, proper for the purpose which may be designated in such request.

#### **Restriction on Owner's Actions**

No Owner shall have any right to institute any action, suit or proceeding at law or in equity for the enforcement of the Indenture or for the execution of any trust thereof or any other remedy thereunder, unless (i) a default has occurred and is continuing of which the Trustee has been notified in writing or of which it is deemed to have notice, (ii) such default has become an Event of Default and the Owners of 25% of the aggregate principal amount of the Bonds then Outstanding have made written request to the Trustee and offered it reasonable opportunity either to proceed to exercise the powers granted or to institute such action, suit or proceeding in its own name, (iii) the Owners have furnished to the Trustee indemnity as provided in the Indenture, (iv) the Trustee has for 60 days after such notice failed or refused to exercise the powers granted, or to institute such action, suit, or proceeding in its own name, (v) no direction inconsistent with such written request has been given to the Trustee during such 60-day period by the Owners of a majority of the aggregate principal amount of the Bonds then Outstanding, and (vi) notice of such action, suit, or proceeding is given to the Trustee; however, no one or more owners of the Bonds shall have any right in any manner whatsoever to affect, disturb, or prejudice the Indenture by its, his or their action or to enforce any right hereunder except in the manner provided in the Indenture, and that all proceedings at law or in equity shall be instituted and maintained in the manner provided in the Indenture and for the equal benefit of the Owners of all Bonds then Outstanding. The notification, request and furnishing of shall, at the option of the Trustee, be conditions precedent to the execution of the powers and trusts of the Indenture and to any action or cause of action for the enforcement of the Indenture or for any other remedy thereunder.

Subject to provisions of the Indenture with respect to certain liabilities of the City, nothing in the Indenture shall affect or impair the right of any Owner to enforce, by action at law, payment of any Bond at and after the maturity thereof, or on the date fixed for redemption or the obligation of the City to pay each Bond issued thereunder to the respective Owners thereof at the time and place, from the source and in the manner expressed therein and in the Bonds.

In case the Trustee or any Owners shall have proceeded to enforce any right under the Indenture and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Trustee or any Owners, then and in every such case the City, the Trustee and the Owners shall be restored to their former positions and rights thereunder, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

## **Application of Revenues and Other Moneys After Event of Default**

All moneys, securities, funds and Pledged Revenues and the income therefrom received by the Trustee pursuant to any right given or action taken under the provisions of the Indenture with respect to Events of Default shall, after payment of the cost and expenses of the proceedings resulting in the collection of such amounts, the expenses (including its counsel), liabilities, and advances incurred or made by the Trustee and the fees of the Trustee in carrying out the Indenture, be applied by the Trustee, on behalf of the City, to the payment of interest and principal or redemption price then due on Bonds, as follows:

FIRST: To the payment to the Owners entitled thereto all installments of interest then due in the direct order of maturity of such installments, and, if the amount available shall not be sufficient to pay in full any installment, then to the payment thereof ratably, according to the amounts due on such installment, to the Owners entitled thereto, without any discrimination or preference; and

SECOND: To the payment to the Owners entitled thereto of the unpaid principal of Outstanding Bonds, or redemption price of any Bonds which shall have become due, whether at maturity or by call for redemption, in the direct order of their due dates and, if the amounts available shall not be sufficient to pay in full all the Bonds due on any date, then to the payment thereof ratably, according to the amounts of principal due and to the Owners entitled thereto, without any discrimination or preference.

Within ten (10) days of receipt of such good and available funds, the Trustee may fix a record and payment date for any payment to be made to Owners pursuant to the Indenture.

In the event funds are not adequate to cure any of the Events of Default, the available funds shall be allocated to the Bonds that are Outstanding in proportion to the quantity of Bonds that are currently due and in default under the terms of the Indenture.

The restoration of the City to its prior position after any and all defaults have been cured, as provided above, shall not extend to or affect any subsequent default under the Indenture or impair any right consequent thereon.

## **Investment or Deposit of Funds**

Money in any fund or account established pursuant to the Indenture (other than the Reserve Account) will be invested by the Trustee as directed by the City pursuant to a City Order filed with the Trustee at least two (2) days in advance of the making of such investment in time deposits or certificates of deposit secured in the manner required by law for public funds, or be invested in direct obligations of, including obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America, in obligations of any agencies or instrumentalities thereof, or in such other investments as are permitted under the PFIA or any successor law, as in effect from time to time; provided that all such deposits and investments shall be made in such manner (which may include repurchase agreements for such investment with any primary dealer of such agreements) that the money required to be expended from any fund will be available at the proper time or times.

Obligations purchased as an investment of moneys in any fund or account established pursuant to the Indenture shall be deemed to be part of such fund or account, subject, however, to the requirements of the Indenture for transfer of interest earnings and profits resulting from investment of amounts in funds and accounts. Whenever in the Indenture any moneys are required to be transferred by the City to the Trustee, such transfer may be accomplished by transferring a like amount of permitted investments.

**SOURCES AND USES OF FUNDS\***

The table that follows summarizes the expected sources and uses of proceeds of the Bonds:

Sources of Funds:	
Principal Amount	\$ _____
Total Sources	\$ _____
Uses of Funds:	
Deposit to Capitalized Interest Account of Bond Fund	\$ _____
Deposit to Reserve Account of Reserve Fund	_____
Deposit to Costs of Issuance Account of Project Fund <sup>(1)</sup>	_____
Deposit to Bond Improvement Account of Project Fund	_____
Total Uses	\$ _____

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\* Preliminary; subject to change.

<sup>(1)</sup> Includes Underwriter's discount, the initial year's administrative costs and a portion of the costs to create the District.

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**DEBT SERVICE REQUIREMENTS\***

The following table sets forth the anticipated debt service requirements for the Bonds:

<b>Year Ending</b> <b>(_____)</b>	<b><u>Principal</u></b>	<b><u>Interest</u></b>	<b><u>Total</u></b>
--------------------------------------	-------------------------	------------------------	---------------------

**Total**

**\$\_\_\_\_\_**

**\$\_\_\_\_\_**

**\$\_\_\_\_\_**

\* Preliminary; subject to change.

*[The remainder of this page intentionally left blank.]*

## OVERLAPPING TAXES AND DEBT

The land within the District has been, and is expected to continue to be, subject to taxes and assessments imposed by taxing entities other than the City. Such taxes are payable in addition to the Assessments.

In addition to the Assessments described above, the Developer anticipates that each lot owner in the District will pay a maintenance and operation fee and/or a property owner's association fee to a homeowner's association, which is expected to be formed by the Developer after delivery of the Bonds. In addition, the Leander Independent School District, Williamson County, the Austin Community College District, the Upper Brushy Creek WCID, and the Williamson County FM/RD may each levy ad valorem taxes upon land in the District for payment of debt incurred by such governmental entities and/or for payment of maintenance and operations expenses. The City has no control over the level of ad valorem taxes or special assessments levied by such other taxing authorities.

<u>Taxing Entity</u>	<u>2013 Ad Valorem Tax Rate*</u>
The City	\$ 0.6679
Leander Independent School District	\$ 1.5119
Williamson County	\$ 0.4490
Austin Community College District	\$ 0.0949
Williamson County FM/RD	\$ 0.0400
Upper Brushy Creek WCID	<u>\$ 0.0200</u>
<b>TOTAL</b>	<u><b>\$ 2.7837</b></u>

\*Per \$100 taxable appraised value.  
Source: Williamson County

As noted above, the District includes territory located in other governmental entities that may issue or incur debt secured by the levy and collection of ad valorem taxes. Set forth below is an overlapping debt table showing the outstanding indebtedness payable from ad valorem taxes with respect to property within the District and the City, as of September 1, 2014, and City debt secured by the Assessments.

<u>Taxing or Assessing Entity</u>	<u>Total Outstanding Debt</u>	<u>Estimated % Applicable<sup>(1)</sup></u>	<u>Direct and Estimated Overlapping Debt<sup>(1)</sup></u>
The City (Assessments)	\$ _____*	100%	\$ _____*
The City (ad valorem taxes)	\$ 99,281,000	100%	\$ 99,281,000
Williamson County	\$ 849,554,942	4.69%	\$ 39,844,127
Leander Independent School District	\$1,089,130,235	14.06%	\$ 153,131,711
Austin Community College District	\$ 82,713,659	1.61%	\$ 1,331,690
Williamson County FM/RD	\$ 0	N/A	N/A
Upper Brushy Creek WCID	\$ 0	N/A	N/A
<b>TOTAL</b>	<b>\$ _____</b>	<b>%</b>	<b>\$ _____</b>

\* Preliminary; subject to change.

<sup>(1)</sup> Based upon ratio of acreage of the District to total acreage of the taxing entity.

Source: The City and the Municipal Advisory Council of Texas.

If land is devoted principally to agricultural use, the developer can apply for an agricultural valuation on the property and pay ad valorem taxes based on the land's agricultural value. Agricultural use includes production of crops or livestock. It also can include leaving the land idle for a government program or for normal crop or livestock rotation.

If land qualified for an agricultural valuation and the land use changes to a non-agricultural use, "rollback taxes" are assessed for each of the previous five (5) years in which the land received the lower agricultural valuation. The rollback tax is the difference between taxes paid on land's agricultural value and the taxes that the land owner would have paid if the land had been taxed on a higher market value plus interest charged for each year from the date on which taxes would have been due.

## **ASSESSMENT PROCEDURES**

### **General**

As required by the PID Act, when the City determines to defray a portion of the Costs of the Projects through Assessments, it must adopt a resolution generally describing the Projects and the land within the District to be subject to Assessments to pay the cost therefor. The City has caused an assessment roll to be prepared (the "Assessment Roll"), which Assessment Roll will show the land within the District to be assessed, the amount of the benefit to and the Assessment against each lot or parcel of land and the number of Annual Installments in which the Assessment is divided. The Assessment Roll will be filed with the City Secretary and made available for public inspection. Statutory notice will be given to the owners of the property to be assessed and a public hearing will be conducted to hear testimony from affected property owners as to the propriety and advisability of undertaking the Projects and funding a portion of the same with Assessments. The City expects to proceed to levy the Assessments and adopt the Assessment Ordinance immediately prior to adopting the Bond Ordinance. After such adoption, the Assessments will become legal, valid and binding liens upon the property against which the Assessments are made.

Under the PID Act, the costs of Projects may be assessed by the City against the assessable property in the District so long as the special benefit conferred upon the Assessed Parcels by the Projects equals or exceeds the Assessments. The Costs of the Projects may be assessed using any methodology that results in the imposition of equal shares of cost on Assessed Parcels similarly benefited. The allocation of benefits and assessments to the benefitted land within the District is presented in the Service and Assessment Plan, which should be read in its entirety. See "APPENDIX B — Form of Service and Assessment Plan."

### **Assessment Methodology**

The Service and Assessment Plan describes the special benefit to be received by each parcel of assessable property as a result of the Projects, provides the basis and justification for the determination that such special benefit exceeds the Assessments being levied, and establishes the methodology by which the City allocates the special benefit of the Projects to parcels in a manner that results in equal shares of costs being apportioned to parcels similarly benefited. As described in the Service and Assessment Plan, the Costs of the Projects are being funded with proceeds of the Bonds, which are payable from and secured by Pledged Revenues, including the Special Assessment Revenues. As set forth in the Service and Assessment Plan, the benefits received by the Assessed Parcels are currently spread among the existing parcels in the District based on the estimated buildout value of each Lot (as defined in the Service and Assessment Plan) to the total buildout value for all Parcels. As the existing Parcels are subsequently divided the Assessments will be further apportioned based on the buildout value of each Lot to the total buildout value for all Parcels.

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

### **Collection and Enforcement of Assessment Amounts**

Under the PID Act, the Annual Installments may be collected in the same manner and at the same time as regular ad valorem taxes of the City. The Assessments may be enforced by the City in the same manner that an ad valorem tax lien against real property is enforced. Delinquent installments of the Assessments incur interest, penalties and attorney's fees in the same manner as delinquent ad valorem taxes. Under the PID Act, the Assessment Lien is a first and prior lien against the property assessed, superior to all other liens and claims except liens or claims for State, county, school district or municipal ad valorem taxes. See "BONDHOLDERS' RISKS — Assessment Limitations" herein.

The City will covenant in the Indenture to collect, or cause to be collected, Assessments as provided in the Assessment Ordinance. No less frequently than annually, the City staff shall prepare or shall cause to be prepared, and the City Council shall approve, an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include an updated Assessment Roll and a calculation of the Annual Installment for each Parcel. Administrative Expenses shall be allocated among Parcels in proportion to the amount of the Annual Installments for the Parcels.

The City will covenant, agree and warrant in the Indenture that, for so long as any Bonds are Outstanding, it will take and pursue all actions permissible under Applicable Laws to cause the Assessments to be collected and the liens thereof enforced continuously, in the manner and to the maximum extent permitted by Applicable Laws, and to cause no reduction, abatement or exemption in the Assessments.

To the extent permitted by law, notice of the Annual Installments will be sent by, or on behalf of the City, to the affected property owners on the same statement or such other mechanism that is used by the City, so that such Annual Installments are collected simultaneously with ad valorem taxes and shall be subject to the same penalties, procedures, and foreclosure sale in case of delinquencies as are provided for ad valorem taxes of the City.

The City will determine or cause to be determined, no later than \_\_\_\_\_ of each year, whether or not any Annual Installment is delinquent and, if such delinquencies exist, the City will order and cause to be commenced as soon as practicable any and all appropriate and legally permissible actions to obtain such Annual Installment, and any delinquent charges and interest thereon, including diligently prosecuting an action in district court to foreclose the currently delinquent Annual Installment. Notwithstanding the foregoing, the City shall not be required under any circumstances to purchase or make payment for the purchase of the delinquent Assessment or the corresponding Assessed Parcel.

The City will implement the basic timeline and procedures for Assessment collections and pursuit of delinquencies set forth in Exhibit C of the Continuing Disclosure Agreement set forth in APPENDIX D and to comply therewith to the extent that the City reasonably determines that such compliance is the most appropriate timeline and procedures for enforcing the payment of delinquent Assessments.

A committee of not less than \_\_\_% of the Owners or Beneficial Owners may request a meeting with the City Manager, Finance Director, or Development Services Director of the City to discuss the City’s actions in pursuing the payment of any Assessment delinquencies in the event that (i) on or after \_\_\_\_\_ in any year, based on Assessment revenues collected to such date and the available money on deposit in the various funds and accounts under the Indenture, money in the Reserve Account will be required to be used to pay all or a portion of the principal or interest payments to be made on the Bonds during such year, or (ii) in any year, the aggregate amount of delinquent payments of Assessments is more than \_\_\_\_ percent (\_\_\_\_%) of aggregate amount of Assessments due in such year.

The City shall not be required under any circumstances to expend any funds for delinquent collection costs in connection with its covenants and agreements other than funds on deposit in the Administrative Fund.

Annual Installments will be paid to the City or its agent. Annual Installments are due on October 1 of each year, and become delinquent on February 1 of the following year. In the event Assessments are not timely paid, there are penalties and interest as set forth below:

<u>Date Payment</u>	<u>Cumulative</u>	<u>Cumulative</u>	
<u>Received</u>	<u>Penalty</u>	<u>Interest</u>	<u>Total</u>
February	6%	1%	7%
March	7%	2%	9%
April	8%	3%	11%
May	9%	4%	13%
June	10%	5%	15%
July	12%	6%	18%

After July, the penalty remains at 12%, and interest increases at the rate of 1% each month. In addition, if an account is delinquent in July, a 20% attorney’s collection fee may be added to the total penalty and interest charge. In general, property subject to lien may be sold, in whole or in parcels, pursuant to court order to collect the amounts due. An automatic stay by creditors or other entities, including governmental units, could prevent governmental units from foreclosing on property and prevents liens for post-petition taxes from attaching to property and obtaining secured creditor status unless, in either case, an order lifting the stay is obtained from the bankruptcy court. In most cases, post-petition Assessments are paid as an administrative expense of the estate in bankruptcy or by order of the bankruptcy court.

## **Assessment Amounts**

Assessment Amounts. The maximum amounts of the Assessments have been established by the methodology described in the Service and Assessment Plan. The Assessments will be levied against the parcels comprising the Assessed Parcels as indicated on the Assessment Roll. See “APPENDIX B — Form of Service and Assessment Plan” and “APPENDIX G — Financing Agreement”.

Method of Apportionment of Assessments. For purposes of the Service and Assessment Plan, the City Council has determined that the Actual Costs of the portion of the Improvements to be financed with the Bonds shall be allocated to the Assessed Property by spreading the entire Special Assessment across all Lots within the District based on the ratio of the estimated buildout value of each Lot to the total buildout value for all Parcels.

Based on the cost estimates provided by the Owner for the Improvements, the City Council has determined that the benefit to the Assessed Property from the Improvements is at least equal to the Special Assessments levied on the Assessed Property as subdivided into individual Lots. The Special Assessments and Annual Installments for each Parcel or Lot located is shown on the Assessment Roll, and no Special Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act. See “APPENDIX B — Form of Service and Assessment Plan.” See “ASSESSMENT PROCEDURES — Assessment Methodology.”

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

The Bonds are secured by a first lien on and pledge of Pledged Revenues, including the Assessments. See “SECURITY FOR THE BONDS” and “APPENDIX B— Form of Service and Assessment Plan.”

## **Prepayment of Assessments**

A portion of the funds generated by the Excess Interest Rate will be allocated to fund the associated interest charged between the date of prepayment of a Special Assessment and the date on which Bonds are actually redeemed (the “Prepayment Reserve”). The Prepayment Reserve shall be funded each year until it reaches 1.5% of the par amount of the Bonds, but in no event will the annual collections be more than 0.20% higher than the actual interest rate paid on the Bonds. If the PID Act is subsequently amended to allow a prepayment of a Special Assessment to include all applicable interest from the date of prepayment through and including the date of the regularly scheduled Bond payments to be charged upon the prepayment of the Special Assessment, the 0.20% allocated to fund the associated interest charged between the date of prepayment of and Special Assessment and the date on which Bonds are actually prepaid may be eliminated. If in a given year the additional reserve is fully funded at 1.5% of the par amount of the Bonds, the City can allocate the Prepayment Reserve Component of the Excess Interest Rate collected during that year to the Delinquency Reserve or to pay Administrative Expenses or for any other use that benefits the Assessed Property, as determined by the City Council and the Owner or for any use as set forth in the Indenture.

## **Delinquency Payments**

A portion of the funds generated by the Excess Interest Rate will be allocated to offset any possible delinquent payments. This additional reserve (the “Delinquency Reserve”) shall be funded each year up to 4.0% of the par amount of the Bonds, but in no event will the annual collection of the Delinquency Reserve be more than 0.30% higher than the actual interest rate paid on the Bonds. If in a given year the additional reserve is fully funded at 4.0% of the par amount of the Bonds, the City can allocate the Delinquency Reserve component of the Additional Interest Rate collected during that year to redeem Bonds or any other use that benefits the Assessed Property, as determined by the City Council and the Owner or for any use as set forth in the Indenture.

## **Priority of Lien**

The Assessments or any reassessment, the expense of collection, and reasonable attorney's fees, if incurred, constitute a first and prior lien against the property assessed, superior to all other liens and claims except liens or claims for the State, county, school district or municipality ad valorem taxes, and are a personal liability of and charge against the owners of the property regardless of whether the owners are named. The lien is effective from the date of the Assessment Ordinance until the Assessment is paid, and may be enforced by the City in the same manner as an ad valorem tax levied against real property may be enforced by the City. The owner of any property assessed may pay the entire Assessment levied against any lot or parcel, together with accrued interest to the date of payment, at any time.

## **Foreclosure Proceedings**

In the event of delinquency in the payment of any Annual Installment, the City is empowered to order institution of an action in state district court to foreclose the lien of such delinquent Annual Installment. In such action the real property subject to the delinquent Annual Installments may be sold at judicial foreclosure sale for the amount of such delinquent Annual Installments, plus penalties and interest.

Any sale of property for nonpayment of an installment or installments of an Assessment will be subject to the lien established for remaining unpaid installments of the Assessment against such property and such property may again be sold at a judicial foreclosure sale if the purchaser thereof fails to make timely payment of the nondelinquent installments of the Assessments against such property as they become due and payable. Judicial foreclosure proceedings are not mandatory. In the event a foreclosure is necessary, there could be a delay in payments to owners of the Bonds pending prosecution of the foreclosure proceedings and receipt by the City of the proceeds of the foreclosure sale. It is possible that no bid would be received at the foreclosure sale, and in such event there could be an additional delay in payment of the principal of and interest on Bonds or such payment may not be made in full. The City is not required under any circumstance to purchase or make payment for the purchase of the delinquent Assessment on the corresponding Assessed Parcel.

The City will covenant in the Indenture to take and pursue all actions permissible under Applicable Laws to cause the Assessments to be collected and the liens thereof enforced continuously, in the manner and to the maximum extent permitted by Applicable Laws, and to cause no reduction, abatement or exemption in the Assessments, provided that the City is not required to expend any funds for collection and enforcement of Assessments other than funds on deposit in the Administrative Fund. See "APPENDIX A – Form of Indenture." See also "APPENDIX D – Form of Disclosure Agreement" for a description of the expected timing of certain events with respect to collection of delinquent Assessments.

The City will create the Delinquency Reserve Account under the Indenture and will fund such account as provided in the Indenture. The City will not be obligated to fund foreclosure proceedings out of any funds other than in the Administrative Fund. If Pledged Revenues are insufficient to pay foreclosure costs, the owners of the Bonds may be required to pay amounts necessary to continue foreclosure proceedings. See "SECURITY FOR THE BONDS – Delinquency Reserve Account of the Reserve Fund," "APPENDIX A – Form of Indenture" and "APPENDIX B – Form of Service and Assessment Plan."

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## THE CITY

### Background

The City is a political subdivision and municipal corporation of the State, duly organized and existing under the laws of the State, including the City's home-rule charter initially adopted by the voters in 1998 and amended in 2005. The City operates under the Council/Manager form of government in which the Mayor and six councilmembers are elected.

### City Government

The current members of the City Council and their respective expiration of terms of office are as follows:

<u>Council Member</u>	<u>Term Expires</u>
Christopher Fielder (Mayor)	(May) 2015
Andrea Navarrette, Place 1	2016
Kirsten Lynch, Place 2	2015
Simon Garcia, Place 3	2016
Ron Abruzzese, Place 4	2015
Jason Dishongh, Place 5	2016
David Siebold, Place 6	2015

The principal administrators of the City include the following:

<u>Name</u>	<u>Position</u>
Kent Cagle	City Manager
Debbie Haile	City Secretary
Robert Powers	Finance Director

### Major Employers

The major employers in the City are set forth in the table below:

<u>Employer</u>	<u>Product or Service</u>	<u>Employees</u>
City of Leander	Government	
Leander Independent School District	Government	
HE Butt Grocery Co.	Grocery	
Lowes Home Improvement	Retail Store	
G&R Electrical Construction	Electrical Contractors	
Utz Environmental Services	Environmental and Ecological Services	
HL Chapman Pipeline Construction	Pipeline	
Mobile Crete, Inc.	Ready-Mix Concrete	
D&W Painting	Painters	
Centex Plaster	Swimming Pool Repair and Service	
Kohl's	Retail	
Grass Patch, Inc.	Architects	
Preferred Care at Home	Home Health Service	
McDonald's	Fast Food Restaurant	

Source: The City.

## THE DISTRICT

### General

The PID Act authorizes municipalities, such as the City, to create public improvement districts within their boundaries or extraterritorial jurisdiction, and to impose assessments within the public improvement district to pay for certain improvements. The District was created by Ordinance No. 14-013-00 of the City in accordance with the PID Act (the “Creation Resolution”) for the purpose of, among others, funding the Projects. The District is located in Leander, Texas. The District is not a separate political subdivision of the State and is governed by the City Council. A map of the property within the District is included on page 26 hereof.

### Powers and Authority

Pursuant to the PID Act, the City may establish and create the District and undertake improvement projects that confer a special benefit on property located within the District, whether located within the City limits or the City’s extraterritorial jurisdiction. The PID Act provides that the City may levy and collect Assessments on property in the District, or portions thereof, payable in periodic installments based on the benefit conferred by an improvement project to pay all or part of its cost.

Pursuant to the PID Act and the Creation Resolution, the City has the power to undertake the acquisition, construction or improvement of the Projects. See “THE PROJECTS.” Pursuant to the authority granted by the PID Act and the Creation Resolution, the City has determined to undertake the construction, acquisition or purchase of certain sanitary sewer, drainage, pond, signage, and landscaping improvements within the District comprising the Projects and to finance a portion of the costs thereof through the issuance of the Bonds. The City has further determined to provide for the payment of debt service on the Bonds through Pledged Revenues. See “ASSESSMENT PROCEDURES” herein and “APPENDIX B — Form of Service and Assessment Plan.”

## THE PROJECTS

### General

The Projects consist of the costs of construction, acquisition or purchase of certain sanitary sewer improvements, drainage improvements, pond improvements, signage, and landscaping that will benefit the entire District. See “THE DEVELOPMENT – Projects.” A portion of the costs of construction of the Projects will be funded with proceeds of the Bonds. The Projects will be dedicated to the City. The Developer is responsible for ensuring that construction, acquisition or purchase of the Projects are completed and it or its designee will act as construction manager.

The Appraisal (as defined below) estimates that the value of the property within the District after construction, acquisition or purchase of the Projects is \$18,000,000. The Appraisal further estimates that after the additional projects outlined in the Appraisal are completed, which additional projects are to be financed by the hereinafter defined Construction Loan, the total value of the property within the District will be \$20,880,000. See “APPRAISAL OF PROPERTY WITHIN THE DISTRICT.” The Costs of the Projects are expected to be approximately \$13,894,146, a portion of which will be financed by the Bonds, a portion of which will be financed by the Construction Loan and a portion of which will be financed by the Developer.

The following table reflects the total expected Costs of the Projects.

<u>Type of Improvement</u>	<u>Estimated Cost</u>
Street Improvements	\$4,644,987
Drainage Improvements	3,071,455
Water Improvements	1,686,945
ESC Improvements	2,219,140

Landscaping	<u>2,097,928</u>
Total	\$13,894,146

**Ownership and Maintenance of Improvements**

The Projects will be dedicated to and accepted by the City and will constitute a portion of the City’s infrastructure improvements. The City will provide for the ongoing operation, maintenance and repair of the Projects constructed and conveyed as outlined in the Service and Assessment Plan.

**THE DEVELOPMENT**

The following information has been provided by the Developer. Certain of the following information is beyond the direct knowledge of the City, the City’s Financial Advisor and the Underwriter, and none of the City, the City’s Financial Advisor or the Underwriter have any way of guaranteeing the accuracy of such information. The Developer has reviewed this Official Statement and warrants and represents that neither (i) the information under the caption “THE DEVELOPMENT” nor (ii) the information relating to the Developer’s plan for developing the land within the District (the “Development”) under the subcaption “BONDHOLDERS’ RISKS — Dependence on the Developer” contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made herein, in the light of the circumstances under which they are made, not misleading. At the time of delivery of the Bonds to the Underwriter, the Developer will deliver a certificate to this effect to the City and the Underwriter.

**Overview**

*Surrounding Area.* The Development is a residential development within the corporate limits of the City and lies completely within Williamson County. The Development is an infill project located directly north of the historic older downtown of Leander. The Development lies within a 2,300-acre area designated by the City for a transit oriented development ( the “TOD”) centering around the recently constructed transit center for the Leander Station of the MetroRail Red Line (one of only nine stations on the line and the only station outside of Austin) that services Austin and Leander. Within this TOD, the City is planning a new town center development of offices, mixed use commercial and higher density residential development approximately 200 yards to the east of the Development to complement the transit center. The Development is connected to the Leander Station via a new roadway recently constructed within the DR Horton Homes project that sits directly to the south of the Development (the “DR Horton Project”). The transit center has increased transit ridership by over 300% in the last year and is expected to continue to facilitate commute traffic to the Downtown Austin area.

The Development receives primary access from the San Gabriel Parkway along the north side of the site. This parkway has recently been extended to provide direct access to Highway 183A, a tollway to the east of the Site. This new tollway provides improved north-south access throughout the Austin area and is within a three minute drive from the Development. Additional new residential projects, including the DR Horton Project, are currently underway directly to the north and south of the Development. Home construction is underway on these two residential projects with over 50 homes being constructed this year.

Additional residential and commercial developments are in progress to the north of the Development and construction is in progress on a road that connects the Development to existing retail and commercial development to the south. A new HEB anchored shopping center is south of the DR Horton Project. In addition, Highway 183 (not the new tollway) runs directly east of the Development and contains a broad range of commercial and restaurant development down to and through the historic older downtown.

The site has very close proximity to new schools, including a recently completed elementary school directly to the southwest of the Development. Across San Gabriel Parkway to the northwest, the Tom Glenn High School is under construction on Collaborative Drive and is scheduled to be completed in Fall 2016. Furthermore, in November 2014, a bond election will be held for residents within the Austin Community College District to approve the issuance of bonds for, among other projects, the construction of an Austin Community College campus to be located on property within the TOD and east of the Development.

*Description of the Development.* The Development comprises approximately 151 acres that will consist of approximately 446 lots occupied by single family homes (alley loaded and conventional) and as many as 214 townhomes (attached single family). The Development will consist of distinctive housing options including townhomes and single family homes, and will include a variety of enhancements, including: private alleys, large public open spaces, roundabouts, buried power lines, upgraded landscaping, a private community clubhouse and recreational facilities, enhanced entry features and community mailboxes.

## **Development Plans**

The current development plan is divided into seven phases:

*Phase 1.* The initial phase of development will include backbone infrastructure costs such as sanitary sewer, storm drainage, primary and secondary entry features, neighborhood entry feature, walls at collectors, landscape, re-vegetation, pond treatments/aeration, mail kiosks, and trailheads.

*Phase 2.* Phase 2 is planned to include 131 lots, 15 of which will back directly to the adjacent elementary school playground/athletic field and another eight lots will back to adjacent open space. South Book Drive will provide access to this Phase 2 from its southwestern boundary and will be generally centralized from within the overall Development.

*Phase 3.* Both South Brook Drive and West Broade Street will provide access to this site from its western boundary as well as bisecting the phase which will be located in the south sector of the overall Development. Phase 3 is planned for a total of 147 lots.

*Phase 4.* West Broade Street will provide access to this site from its eastern boundary. Additional access is provided from the existing Middle Brook Drive and Coulee Drive which are part of the existing Heritage Glen, Section 1 and Benbrook Ranch, Section 1, Phase 2 developments located adjacent to the west of the Phase 4. This phase is generally located in the northwestern sector within the overall Development. Furthermore, additional access will be provided through the adjacent Phase 2 upon development. Phase 4 is planned for a total of 105 lots, of which 12 lots will back directly to the adjacent elementary school playground/athletic field and another 37 lots will back to open space.

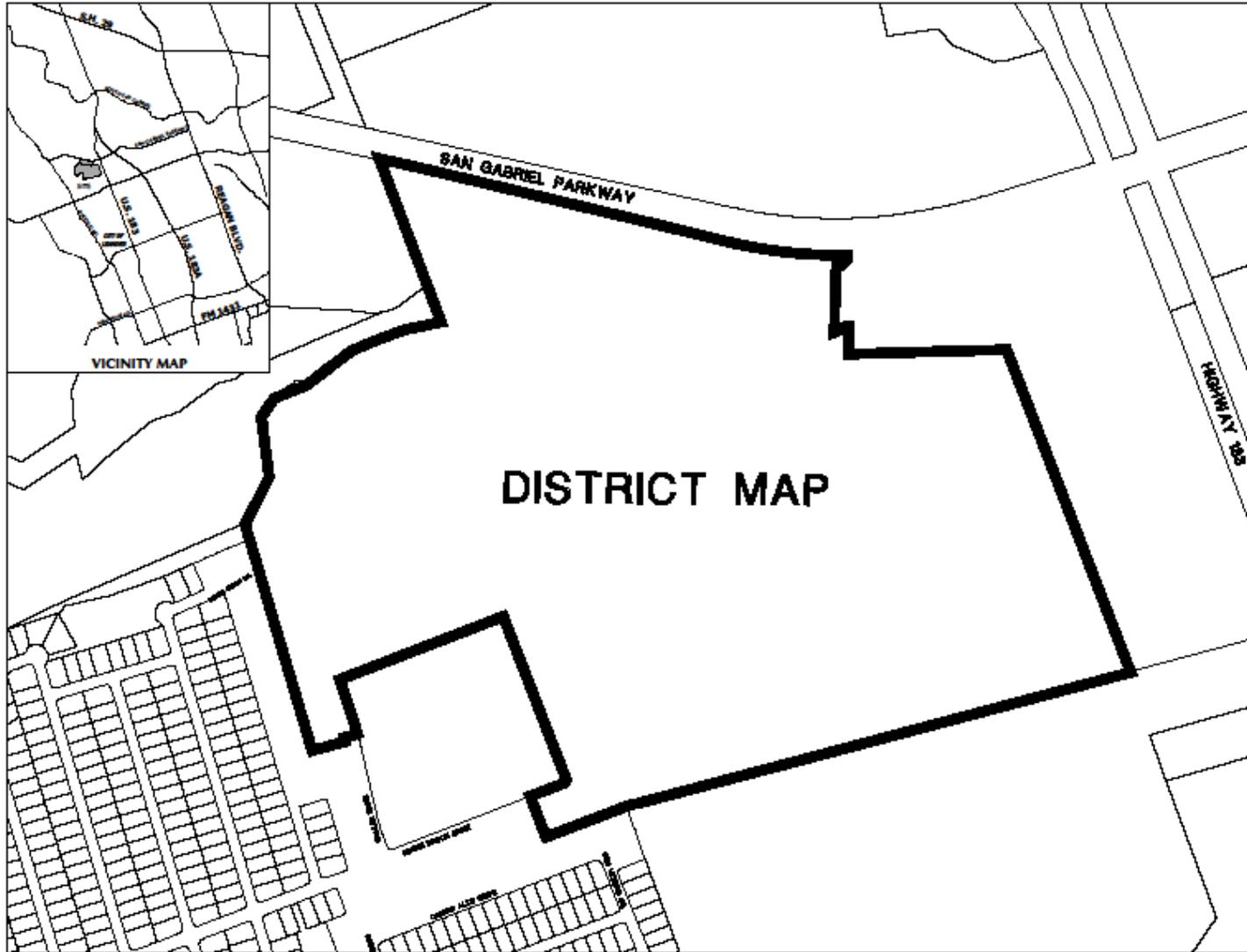
*Phase 5.* Both San Gabriel Parkway and West Broade Street will provide access to this site from its northern and eastern boundaries. This phase is generally located in the far northern sector within the overall Development. Phase 5 is planned for a total of 63 lots, of which 36 lots will back directly to the adjacent open space and another 17 backing to San Gabriel Parkway.

*Phase 6.* Both South Brook Drive and West Broade Street will provide access to this site from its southern and western boundaries. This phase will be located in the eastern sector of the overall Development. Phase 6 is planned for as many as 94 townhome lots.

*Phase 7.* Both South Brook Drive and West Broade Street will provide access to this site from its northern and western boundaries. This phase will be located in the southeastern sector of the overall Development. Phase 7 is planned for as many as 120 townhome lots.

*[The remainder of this page intentionally left blank.]*

DISTRICT MAP



## Projects

The Projects being financed with proceeds of the Bonds consist of sanitary sewer improvements, drainage improvements, signage, pond improvements, and landscaping benefitting the District. See “APPENDIX B — Form of Service and Assessment Plan.” The Projects will be constructed in accordance with plans and specifications approved by the City, applicable local ordinances to the extent not modified by the City in writing pursuant to the hereinafter defined PUD, applicable state and federal regulations, and good engineering practices.

- **West Broade Street (North South) – Sanitary Sewer Lines** - 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.
- **West Broade Street (North South) – Drainage Improvements** - 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. The runoff will be collected by the roadway channeled into the curb inlets and conveyed to the storm sewer pipes and discharged into water quality basins as required by TCEQ.
- **South Brook Drive (East West) – Sanitary Sewer Lines** - 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.
- **South Brook Drive (East West) – Drainage Improvements** - Drainage improvements along South Brook Drive consist of approximately 2,970 linear feet of 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. The runoff will be collected by the roadway channeled into the curb inlets and conveyed to the storm sewer pipes and discharged into water quality basins as required by TCEQ.
- **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 and stands of mature trees will be planted behind the monument sign.
- **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.
- **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.

## Development/Status

The Development has received all of its required entitlements, including planned unit development zoning, which was approved by the City on July 17, 2014. The Developer is currently negotiating with several homebuilders for sale of Parcels and Lots.

## Residential

The residential development plan contains two different product lines: single family homes in Phases 2-5 and townhomes (single family attached) in Phases 6-7.

### ESTIMATED HOME PRICES

Phase	Lot Type	# of Lots	Lot Width	Estimated Finished Lot Price	Estimated Base Home Price	Estimated Absorption Per Quarter
2	Single Family Detached	131	50	\$ 65,000	\$ 318,000	10
3	Single Family Detached	147	41	\$ 53,300	\$ 252,000	13
4	Single Family Detached	105	60	\$ 78,000	\$ 378,000	10
5	Single Family Detached	63	50	\$ 65,000	\$ 318,000	10
6	Single Family Attached	94	28	\$ 36,400	\$ 202,500	9
7	Single Family Attached	120	28	\$ 36,400	\$ 202,500	9
Total		660				

## History and Financing of the Development

*Generally.* The property for the Development was acquired by the Developer in two transactions. The first was for 125.575 acres in September 2013 for \$4,520,000 (\$36,000 per acre) and the second was for an additional 25.319 acres in December 2013 for \$846,000 (\$33,414 per acre). The Developer has since completed the entitlement process with the City including obtaining planned unit development (“PUD”) zoning approval on July 17, 2014. The Developer is currently negotiating with several national and regional builders for the sale of lots in the development and with a private real estate lender to provide additional construction financing for planned development expenditures.

*Contracts for the Purchase of Lots Within the Development.* A total of 210 lots in the Development are under contract for purchase by home builders. The Developer has entered into a Purchase and Sale Agreement dated as of August 29, 2014 for the purchase of all 147 lots within Phase 3 of the Development. The Developer has entered into a Purchase and Sale Agreement dated as of August 28, 2014 for the purchase of all 63 lots located in Phase 5 of the Development. In addition, the Developer is in negotiations for the purchase of all 105 lots within Phase 4 of the Development and all 131 lots located within Phase 2 of the Development.

*Construction Loan for Infrastructure.* In addition to financing the Projects to be through the issuance of the Bonds, the Developer has obtained additional financing in the form of a construction loan (the “Construction Loan”) to finance portions of the Projects as well as certain additional infrastructure improvements within the Development. These additional infrastructure improvements consist of street improvements for South Brook Street and West Broade Street, water improvements, water quality ponds, street lighting, native area revegetation, lake treatments, trailheads, and an enhanced bridge treatment (the “Additional Improvements”). The Construction Loan will be evidenced by a Revolving Promissory Note in favor of 686342 B.C. LTD. (the “Lender”). The Lender and the Developer will enter into a Construction Loan Agreement dated as of September \_\_, 2014 (the “Construction Loan Agreement”) relating to the Construction Loan and, as security for the Construction Loan, the Developer will grant the Lender a mortgage on the 151 acre tract of land on which the Development will be built (the “Land”) pursuant to a Deed of Trust and Assignment of Rents, Security Agreement and Fixture Filing (the “Deed of Trust”). The Construction Loan matures 12 months after its effective date.

Proceeds of the Construction Loan will be expended prior to the expenditure of the proceeds of the Bonds. The Lender will subordinate its rights relating to the Construction Loan and its interests in the Land and other

security for the Construction Loan as necessary to ensure the priority position of the Bonds and the lien on the Assessed Property for the Assessments.

*[The remainder of this page intentionally left blank.]*





## **Competition**

The housing industry in the Austin area is very competitive, and neither the Developer nor the City can give any assurance that the building programs which are planned will ever commence. The competitive position of the Developer in the sale of developed lots or of any other home builder in the construction and sale of single family residential units is affected by most of the factors discussed in this section, and such competitive position is directly related to maintenance of market values in the District.

## **Zoning/Permitting**

The Development has been designed to create walkable, pedestrian friendly neighborhoods. 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. 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.

## **Environmental**

A Phase One Environmental Site Assessment (the "Phase One ESA") of approximately 125 acres of the 151 acres comprising the District (the "Phase One ESA Portion") was completed on July 24, 2014. Based on the information presented in each of the Phase One ESA, there was no evidence that the Phase One ESA Portion of the Development was under environmental regulatory review or enforcement action. The site reconnaissance, regulatory database review and historical source review revealed no evidence of recognized environmental conditions involving the Phase One ESA Portion of the Development.

## **Utilities**

The City will provide both water and sewer service to the Development. Pedernales Electric Cooperative will provide electric service to the Development.

## **THE DEVELOPER**

The following information has been provided by the Developer. Certain of the following information is beyond the direct knowledge of the City, the City's Financial Advisor, and the Underwriter, and none of the City, the City's Financial Advisor, or the Underwriter has no way of guaranteeing the accuracy of such information. The Developer has reviewed this Official Statement and warrants and represents that the information contained herein under the captions "THE PROJECTS", "THE DEVELOPMENT" and "THE DEVELOPER", and to the best of its knowledge after due inquiry, under the captions "BONDHOLDERS' RISKS" (only as it pertains to the Developer, the Projects, and the Development), "LEGAL MATTERS — Litigation – The Developer," and "CONTINUING DISCLOSURE" (only as it pertains to the Developer) is true and correct and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

## **General**

In general, the activities of a developer in a development such as the District include purchasing the land, designing the subdivision, including the utilities and streets to be installed and any community facilities to be built, defining a marketing program and building schedule, securing necessary governmental approvals and permits for development, arranging for the construction of roads and the installation of utilities (including, in some cases, water, sewer, and drainage facilities, as well as telephone and electric service) and selling improved lots and commercial reserves to builders, developers, or other third parties. The relative success or failure of a developer to perform such activities within a development may have a material effect on the security of the revenue bonds, such as the Bonds, issued by a public improvement district. A developer is generally under no obligation to a public improvement district, such as the District, to develop the property which it owns in a development. Furthermore, there is no

restriction on the developer's right to sell any or all of the land which the developer owns within a development. In addition, a developer is ordinarily the major tax and assessment payer within a district during its development.

### **Description of the Developer**

The Developer was formed in 2013 and is managed by Sentinel Land Company, LLC ("Sentinel"). Sentinel and Sorento Holdings 2012, LLC ("Sorento" and, together with Sentinel, the "Sentinel Group"), an affiliated entity, opened offices in Austin, Texas in 2012. Sentinel, Sorento, and the Developer own a total of 1,261 acres for 4,864 lots split between four parcels in the greater Austin area, including the Development. The three parcels other than the Development owned or controlled by the Sentinel Group are as follows:

**Sorento** is a 356-acre master planned community in Pflugerville, Texas which is currently under development and has 964 single family lots which have been sold to D.R. Horton, leaving an additional 500 multifamily units to be sold in 2015. The first 168 finished lots were delivered to D.R. Horton in June 2014. An additional 100 lots are scheduled to be delivered in June 2015, along with a completed clubhouse and amenity center.

**Woodhull Ranch** is a 300-acre 1,200 lot residential master planned community located in Georgetown, Texas. A final site plan has been completed with the City as well as a municipal utility district to develop improvements such as arterial roads, lots, a clubhouse and amenity center. Construction is scheduled to begin in the first quarter of 2015.

**Lively Ranch** is a 455-acre 1,600 lot residential subdivision located in Leander, Texas. The Lively Ranch is expected to be purchased by an affiliate of Sentinel Land Company with closing anticipated to occur in the first quarter of 2015. A final agreement for sewer has been completed with the City of Georgetown and a municipal utility district consent agreement has been approved by the City of Leander. Construction is scheduled to begin in the fourth quarter of 2014.

### **Executive Biography**

Mr. Thomas J. Rielly has been a real estate development executive for thirty-five years. Prior to forming Sentinel Land Company, LLC in 2013, Mr. Rielly founded Rielly Homes in 1986. Rielly Homes built over 3000 residential tract homes as well as custom homes, condominiums, commercial buildings, and over 1,500 units of apartments and townhomes throughout San Diego, Riverside, San Bernardino and Orange County, California. Rielly Homes included five major divisions located in Southern California, which, at the time of its sale, had annual sales exceeding \$400,000,000. The Arizona division sold and closed land for a 272 unit apartment complex in Chandler, Arizona which was the final parcel of a Rielly Homes Development consisting of 530 single family lots, a 15.5 acre retail site and the abovementioned apartment site. Rielly Homes also formed a partnership with William Lyon Homes for the acquisition of 1,300 acres of agriculture land in Maricopa County to develop a 5,000 lot master planned community and 424 acres in Surprise, Arizona to develop a 1,600 lot master planned community.

In 2003 Rielly Homes was acquired by publicly traded Schuler Homes. Schuler then also acquired Western Pacific Housing and subsequently was acquired by DR Horton. Mr. Rielly left Schuler Homes in 2004.

Prior to serving founding Rielly Homes, Mr. Rielly served as President of Daon Corporation, where he was involved in property acquisition, securing financing, lender-joint venture relationships, design and development. Daon developed major projects such as Hamilton Cove in Catalina, California which features 300+ water-edge condominiums, La Costa Estates, the 1,000 acres adjacent to the La Costa Country Club in Carlsbad, California, the Corona Foothill Lemon Company, which owned 1,500 acres of residential land in Corona, California, and Shadowview Country Club in Vista, California, which consisted of 1,100 acres, 5,000 residential homes and a Ted Robinson-designed championship golf course. Additionally, Daon converted more than 5,000 apartment units to condominium homes in California, Texas and Florida.

Mr. Rielly also served as Executive Vice President and Chief Operations Officer of DAON/BCE Development, Inc. United States operations and was instrumental in the merger of Daon and BCE Development,

Inc. in 1984. Managing a staff of 370 employees and assets exceeding \$2.5 billion, Mr. Rielly administered the accounting, finance, administrative services and operating divisions, comprised of commercial/industrial, land, office centers and residential. His operational responsibilities included direct negotiations and supervision of property acquisitions, construction, leasing and sales of commercial and residential properties throughout the United States.

BCE Development, Inc. purchased and repositioned several major real estate packages such as the twelve major offices complexes acquired from The Oxford Group (IDS Building in Minneapolis, and Republic Plaza in Denver, Colorado).

For additional information, see “BONDHOLDERS’ RISKS — Dependence on Developer” herein.

### **THE SPECIAL ASSESSMENT CONSULTANT**

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

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

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

The financing programs that are involved usually include some type of public financing and/or public/private partnerships. These have included land secured financings such as municipal utility districts (MUDs), public improvement districts (PIDs), tax increment reinvestment zones (TIRZs), community facility districts (CFDs), as well as general obligation, revenue and assessment bonds. The firm has been involved in the formation, structuring, feasibility analysis and issuance of more than \$15.0 billion of bonds for more than 2,200 special taxing districts (or their equivalents) since 1991.

### **APPRAISAL OF PROPERTY WITHIN THE DISTRICT**

#### **The Appraisal**

*General.* Jackson Claborn, Inc., Plano, Texas, (the “Appraiser”) prepared an appraisal report for the District dated September 12, 2014. The Appraisal was prepared at the request of the City. The description herein of the Appraisal is intended to be a brief summary only. The Appraisal is attached hereto as Appendix E and should be read in its entirety. The conclusions reached in the Appraisal are subject to certain assumptions, hypothetical conditions and qualifications, which are set forth therein. See APPENDIX E – Appraisal of Parcels.” The Appraiser has consented to the inclusion of the Appraisal in this Official Statement.

*Value Estimates.* The value estimate of the property using the methodologies described in the Appraisal and subject to the limiting conditions and assumptions set forth in the Appraisal is \$18,000,000. The Appraisal further estimates that after the additional projects outlined in the Appraisal are completed, which additional projects are to be financed by the Construction Loan, the total value of the property within the District will be \$20,880,000. The value of such additional projects is not considered in the calculations under “Value to Assessment Burden Ratio” below.

## Value to Assessment Burden Ratio

The primary security for the Bonds will consist of Pledged Revenues (which, in turn, primarily consist of the Annual Installments of the Assessments). Subject to the extraordinary assumptions and hypothetical conditions stated therein, the Appraisal sets forth the estimated aggregate retail value of the property subject to assessment within the District to be \$18,000,000. As noted above, the estimated aggregate retail value of the property within the District assumes (among other matters) completion of the Projects, a portion of which will be financed with the proceeds of the Bonds. See “THE DEVELOPMENT.”

Set forth below for the purpose of illustration is the ratio derived from a comparison of the estimated value of property within the District and the principal amount of the Bonds.

When compared to the estimated aggregate retail value of the taxable property in the District (\$18,000,000), the principal amount of the Bonds has an estimated value to assessment burden ratio of 3.47\* to 1.

In comparing the appraised value of the real property within the District and the aggregate principal amount of the Bonds, it should be noted that only the real property upon which there is a delinquent Assessment can be foreclosed upon, and the real property within the District cannot be foreclosed upon as a whole to pay delinquent Assessments of the owners of such parcels within the District unless all of the property is subject to a delinquent Assessment. In any event, individual parcels may be foreclosed upon separately to pay delinquent Assessments levied against such parcels.

Other public entities whose boundaries overlap those of the District currently impose ad valorem taxes on the property within the District and will likely do so in the future. Such entities could also impose assessment liens on the property within the District. Liens created on the property within the District through the levy of ad valorem taxes as well as liens created through the levy of the Assessments are a first and prior lien superior to all others. For example, construction loans may be obtained by the Developer or home loans may be obtained by ultimate homeowners. The deeds of trust securing such debt on property within the District, however, will be in a junior position to ad valorem tax and assessment liens. See “OVERLAPPING TAXES AND DEBT” and “ASSESSMENT PROCEDURES.”

## BONDHOLDERS' RISKS

*Before purchasing any of the Bonds, prospective investors and their professional advisors should carefully consider all of the risk factors described below which may create possibilities wherein interest may not be paid when due or that the Bonds may not be paid at maturity or otherwise as scheduled, or, if paid, without premium, if applicable. The following risk factors (which are not intended to be an exhaustive listing of all possible risks associated with an investment in the Bonds) should be carefully considered prior to purchasing any of the Bonds. Moreover, the order of presentation of the risks summarized below does not necessarily reflect the significance of such investment risks.*

**The Bonds, which are limited, special revenue obligations of the City and are not the obligation of the State, Williamson or Travis Counties, or any other political subdivision thereof, are secured solely by the Pledged Revenues. The Bonds are not secured by funds of the City raised or to be raised by taxation.**

### General

The ability of the City to pay debt service on the Bonds as due is subject to various factors that are beyond the City's control. These factors include, among others, (a) the ability or willingness of property owners within the District to pay Assessments levied by the City, (b) cash flow delays associated with the institution of foreclosure and enforcement proceedings against property within the District, (c) general and local economic conditions which may impact real property values, the ability to liquidate real property holdings and the overall value of real property development projects, and (d) general economic conditions which may impact the general ability to market and sell the lots within the District, it being understood that poor economic conditions within the City, State and region may slow the assumed pace of sales of such lots.

The rate of development of the property in the District is directly related to the vitality of the real estate industry. In the event that the sale of the lands within the District should proceed more slowly than expected and the Developer is unable to pay the Assessments, only the value of the lands, with improvements, will be available for payment of the debt service on the Bonds, and such value can only be realized through the foreclosure or expeditious liquidation of the lands within the District. There can be and there is no assurance that the value of such lands will be sufficient for that purpose and the expeditious liquidation of real property through foreclosure or similar means is generally considered to yield sales proceeds in a lesser sum than might otherwise be received through the orderly marketing of such real property.

The Underwriter is not obligated to make a market in or repurchase any of the Bonds, and no representation is made by the Underwriter, the City or the City's Financial Advisor that a market for the Bonds will develop and be maintained in the future. If a market does develop, no assurance can be given regarding future price maintenance of the Bonds.

### **Failure or Inability to Complete Proposed Development**

Proposed development within the District (including the foregoing) may be affected by changes in general economic conditions, fluctuations in the real estate market and interest rates, changes in the income tax treatment of real property ownership, unexpected increases in development costs and other similar factors as well as availability-of utilities and the development or existence of environmental concerns with such land. See "Availability of Utilities" and "Hazardous Substances." Land development within the District could also be affected adversely by changes in governmental policies, including, but not limited to, governmental policies to restrict or control development. (Any approvals needed in the future for the Development must come from the City.) There can be no assurances that other similar projects will not be developed in the future or that existing projects will not be upgraded or otherwise able to compete with the Development. A slowdown of the development process and the related absorption rate within the Development because of any or all of the foregoing could affect adversely land values. THE TIMELY PAYMENT OF THE BONDS DEPENDS UPON THE WILLINGNESS AND ABILITY OF THE OWNER AND ANY SUBSEQUENT OWNERS TO PAY THE ASSESSMENTS WHEN DUE. ANY OR ALL OF THE FOREGOING COULD REDUCE THE WILLINGNESS AND THE ABILITY OF SUCH OWNERS TO PAY THE ASSESSMENTS AND COULD GREATLY REDUCE THE VALUE OF PROPERTY WITHIN THE ASSESSMENT AREA IN THE EVENT SUCH PROPERTY HAS TO BE FORECLOSED. In that event, there could be a default in the payment of the Bonds.

### **Completion of the Projects and Other Infrastructure**

The construction of the Projects and other infrastructure which are necessary for the successful development of the Development are not yet complete. The cost and time for completion of all of such improvements is uncertain and may be affected by changes in national, regional and local and economic conditions; changes in long and short term interest rates; changes in the climate for real estate purchases; changes in demand for or supply of competing properties; changes in local, regional and national market and economic conditions; unanticipated development costs, market preferences and architectural trends; unforeseen environmental risks and controls; the adverse use of adjacent and neighboring real estate; changes in interest rates and the availability of mortgage funds to buyers of the homes to be built in the Development, which may render the sale of such homes difficult or unattractive; acts of war, terrorism or other political instability; delays or inability to obtain governmental approvals; changes in laws; moratorium; force majeure (which may result in uninsured losses); strikes; labor shortages; energy shortages; material shortages; inflation; adverse weather conditions; subcontractor defaults; and other unknown contingencies and factors beyond the control of the Developer or its affiliates. If costs overruns result in delay of construction, or if other delays are experienced, the Developer may be unable to complete timely all of such necessary improvements.

**Feasibility Study***Feasibility Study*. A feasibility study of the District, dated May 20, 2014 (the “Feasibility Study”), was performed by DPF (the “Analyst”), in connection with the request by the Developer to the City to create the District and approve the issuance of Special Assessment Revenue Bonds by the City to assist in funding the construction of a portion of the qualified public improvements associated with the District. The Feasibility Study outlines both an overview of the District, the benefits which can be expected to accrue to the City, as well as specific terms and conditions under which the District is expected to be undertaken.

Neither the City, the Developer nor the Underwriter assumes any responsibility for the accuracy or completeness of the information contained in the Feasibility Study. The discussion of the Feasibility Study contained herein is expanded and supplemented by the Feasibility Study, which is attached to this Official Statement as Appendix F. **THE FEASIBILITY STUDY, AND ITS GENERAL LIMITING CONDITIONS INCLUDED THEREIN, SHOULD BE READ IN ITS ENTIRETY, TOGETHER WITH THIS OFFICIAL STATEMENT.**

The Feasibility Study concluded that assuming the proposed offering of the Bonds is structured in a similar manner to previously completed public improvement district bond offerings for which DPF served as a consultant and assuming that the issuance of the Bonds is sized with a 3:1 value to lien ratio, it is expected that the proposed offering of the Bonds will be successfully underwritten. The data used as part of the Feasibility Study’s methodology is believed to be accurate. However, the Analyst did not independently verify the accuracy of the data and therefore assumes no responsibility for any inaccuracies.

*There can be no assurance that the findings or assumptions described in the Feasibility Study are accurate. There can also be no assurance that any value(s) assigned to or estimated for a unit or set of units by the Feasibility Study is related in any way to current or future appraised value(s), in particular the value(s) of such unit(s) on the date of any possible future default under the Bonds.*

#### **Absorption Rate**

There can be no assurance that the Developer will be able to achieve its anticipated absorption rates. Failure to achieve the absorption rate estimates will adversely affect the estimated value of the Development, could impair the economic viability of the Development and could reduce the ability or desire of property owners to pay the Assessments.

#### **Risks Related to the Current Residential Real Estate Market**

During recent years, the real estate market has experienced significant slowing of new home sales and new home closings due in part to the subprime mortgage crisis involving adjustable rate mortgages and other creative mortgage financing tools that allowed persons with higher credit risk to buy homes. The economic crisis that resulted from higher interest rates, at a time when many subprime mortgages were due to reset their interest rates, has served to reduce the availability of mortgages to many potential home buyers, making entry into the real estate market difficult. These downturns in the real estate market and other factors beyond the control of the Developer, including general economic conditions, may impact the timing of lot and home sales within the District. No prediction can be made about the state of the real estate market in the future or the availability of financing for potential home buyers.

#### **Competition in the Housing Industry**

The housing industry in the Austin area is very competitive, and none of the Developer, the City, the City’s Financial Advisor or the Underwriter can give any assurance that the building programs which are planned will ever commence. The competitive position of the Developer in the sale of developed lots or of any other homebuilder in the construction and sale of single family residential units is affected by most of the factors discussed in this section, and such competitive position is directly related to maintenance of market values in the District.

## Assessment Limitations

Annual Installments of Assessments are billed to property owners in the District. Annual Installments are due and payable, and bear the same penalties and interest for non-payment, as for ad valorem taxes as set forth under “ASSESSMENT PROCEDURES” herein. Additionally, Annual Installments established by the Service and Assessment Plan correspond in number and proportionate amount to the number of installments and principal amounts of Bonds maturing in each year and the Annual Collection Costs for such year. See “ASSESSMENT PROCEDURES” herein. The unwillingness or inability of a property owner to pay regular property tax bills as evidenced by property tax delinquencies may also indicate an unwillingness or inability to make regular property tax payments and Assessment installment payments in the future.

In order to pay debt service on the Bonds, it is necessary that Annual Installments are paid in a timely manner. Due to the lack of predictability in the collection of Annual Installments in the newly created District, the City has established a Reserve Account in the Reserve Fund, to be funded from the proceeds of the Bonds, to cover delinquencies. The Annual Installments are secured by the Assessment Lien. However, there can be no assurance that foreclosure proceedings will occur in a timely manner so as to avoid depletion of the Reserve Account and delay in payments of debt service on the Bonds. See “BONDHOLDERS’ RISKS — Remedies and Bankruptcy” herein.

Upon an ad valorem tax lien foreclosure event of a property within the District, any Assessment that is also delinquent will be foreclosed upon in the same manner as the ad valorem tax lien (assuming all necessary conditions and procedures for foreclosure are duly satisfied). To the extent that a foreclosure sale results in insufficient funds to pay in full both the delinquent ad valorem taxes and the delinquent Assessments, the liens securing such delinquent ad valorem taxes and delinquent Assessments would likely be extinguished. Any remaining unpaid balance of the delinquent Assessments would then be an unsecured personal liability of the original property owner.

Based upon the language of Texas Local Government Code, § 372.017(b), case law relating to other types of assessment liens and opinions of the Texas Attorney General, the Assessment Lien as it relates to installment payments that are not yet due should remain in effect following an ad valorem tax lien foreclosure, with future installment payments not being accelerated. Texas Local Government Code § 372.018(d) supports this position, stating that an Assessment Lien runs with the land and the portion of an Assessment payment that has not yet come due is not eliminated by foreclosure of an ad valorem tax lien. A Landowner Agreement expressly stating that the Assessment Lien is a covenant that runs with the land will be executed by a majority of the landowners in the District prior to the delivery of the Bonds.

The Assessment Lien is superior to any homestead rights of a property owner that were properly claimed after the adoption of the Assessment Ordinance. However, an Assessment Lien may not be foreclosed upon if any homestead rights of a property owner were properly claimed prior to the adoption of the Assessment Ordinance (“Pre-existing Homestead Rights”) for as long as such rights are maintained on the property. It is unclear under Texas law whether or not Pre-existing Homestead Rights would prevent the Assessment Lien from attaching to such homestead property or instead cause the Assessment Lien to attach, but remain subject to the Pre-existing Homestead Rights.

Under Texas law, in order to establish homestead rights, the claimant must show a combination of both overt acts of homestead usage and intention on the part of the owner to claim the land as a homestead. Mere ownership of the property alone is insufficient and the intent to use the property as a homestead must be a present one, not an intention to make the property a homestead at some indefinite time in the future. As of the date of adoption of the Assessment Ordinance, no such homestead rights had been claimed. Furthermore, the Developer is not eligible to claim homestead rights and the Developer has represented that it owns all property within the District as of the date of the Assessment Ordinance. Consequently, there are and can be no homestead rights on the Assessed Parcels superior to the Assessment Lien and, therefore, the Assessment Lien may be foreclosed upon by the City.

Failure by owners of the parcels to pay Annual Installments when due, depletion of the Reserve Fund, delay in foreclosure proceedings, or the inability of the City to sell parcels which have been subject to foreclosure proceedings for amounts sufficient to cover the delinquent installments of Assessments levied against such parcels may result in the inability of the City to make full or punctual payments of debt service on the Bonds.

THE ASSESSMENTS CONSTITUTE A FIRST AND PRIOR LIEN AGAINST THE PROPERTY ASSESSED, SUPERIOR TO ALL OTHER LIENS AND CLAIMS EXCEPT LIENS AND CLAIMS FOR STATE, COUNTY OR SCHOOL DISTRICT OR MUNICIPAL AD VALOREM TAXES AND IS A PERSONAL OBLIGATION OF AND CHARGE AGAINST THE OWNERS OF PROPERTY LOCATED WITHIN THE DISTRICT.

### **Loss of Tax Exemption**

The Indenture contains covenants by the City intended to preserve the exclusion from gross income of interest on the Bonds for federal income tax purposes. As discussed under the caption “TAX MATTERS” herein, interest on the Bonds could become includable in gross income for purposes of federal income taxation, retroactive to the date the Bonds were issued, as a result of future acts or omissions of the City in violation of its covenants in the Indenture.

Tax legislation, administrative actions taken by tax authorities, or court decisions, whether at the Federal or state level, may adversely affect the tax-exempt status of interest on the Bonds under Federal or state law and could affect the market price or marketability of the Bonds. Any such proposal could limit the value of certain deductions and exclusions, including the exclusion for tax-exempt interest. The likelihood of any such proposal being enacted cannot be predicted. Prospective purchasers of the Bonds should consult their own tax advisors regarding the foregoing matters.

### **Bankruptcy**

The payment of Assessments and the ability of the City to foreclose on the lien of a delinquent unpaid Assessment may be limited by bankruptcy, insolvency or other laws generally affecting creditors’ rights or by the laws of the State relating to judicial foreclosure. Although bankruptcy proceedings would not cause the Assessments to become extinguished, bankruptcy of a property owner in all likelihood would result in a delay in prosecuting foreclosure proceedings. Such a delay would increase the likelihood of a delay or default in payment of the principal of and interest on the Bonds, and the possibility that delinquent Assessments might not be paid in full.

### **Direct and Overlapping Indebtedness, Assessments and Taxes**

The ability of an owner of property within the District to pay the Assessments could be affected by the existence of other taxes and assessments imposed upon the property. Public entities whose boundaries overlap those of the District currently impose ad valorem taxes on the property within the District and will likely do so in the future. Such entities could also impose assessment liens on the property within the District. The imposition of additional liens, or for private financing, may reduce the ability or willingness of the landowners to pay the Assessments.

### **Depletion of Reserve Fund**

Failure of the owners of property within the District to pay the Assessments when due could result in the rapid, total depletion of the Reserve Fund prior to replenishment from the resale of property upon a foreclosure or otherwise or delinquency redemptions after a foreclosure sale, if any. There could be a default in payments of the principal of and interest on the Bonds if sufficient amounts are not available in the Reserve Fund. The Indenture provides that if, after a withdrawal from the Reserve Fund, the amount in the Reserve Fund is less than the Reserve Fund Requirement, the Trustee shall transfer an amount from the Pledged Revenue Fund to the Reserve Fund sufficient to cure such deficiency, as described under “SECURITY FOR THE BONDS — Reserve Fund” herein.

### **Availability of Utilities**

Water and sanitary sewer services to the District will be provided by the City. Failure or inability to complete proposed development including development of necessary utilities could affect adversely development of the land in the District. See “Failure or Inability to Complete Proposed Development.”

## **Hazardous Substances**

While governmental taxes, assessments and charges are a common claim against the value of a parcel, other less common claims may be relevant. One of the most serious in terms of the potential reduction in the value that may be realized to the assessment is a claim with regard to a hazardous substance. In general, the owners and operators of a parcel may be required by law to remedy conditions relating to releases or threatened releases of hazardous substances. The federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, sometimes referred to as “CERCLA” or “Superfund Act,” is the most well-known and widely applicable of these laws. It is likely that, should any of the parcels of land located in the District be affected by a hazardous substance, the marketability and value of parcels would be reduced by the costs of remedying the condition, because the purchaser, upon becoming owner, will become obligated to remedy the condition just as is the seller.

The value of the land within the District does not take into account the possible liability of the owner (or operator) for the remedy of a hazardous substance condition of the parcel. The City has not independently verified, and is not aware, that the owner (or operator) of any of the parcels within the District has such a current liability with respect to such parcel; however, it is possible that such liabilities do currently exist and that the City is not aware of them.

Further, it is possible that liabilities may arise in the future with respect to any of the land within the District resulting from the existence, currently, of a substance presently classified as hazardous but which has not been released or the release of which is not presently threatened, or may arise in the future resulting from the existence, currently, on the parcel of a substance not presently classified as hazardous but which may in the future be so classified. Further, such liabilities may arise not simply from the existence of a hazardous substance but from the method of handling it. All of these possibilities could significantly affect the value of a parcel that is realizable upon a delinquency.

See “THE DEVELOPMENT – Environmental” for discussion of a previous Phase I Environmental Site Assessment.

## **Regulation**

Development within the District may be subject to future federal, state and local regulations. Approval may be required from various agencies from time to time in connection with the layout and design of development in the District, the nature and extent of public improvements, land use, zoning and other matters. Failure to meet any such regulations or obtain any such approvals in a timely manner could delay or adversely affect development in the District and property values.

## **100-Year Flood Plain**

The Federal Emergency Management Agency's flood insurance map, Panel Number 48491C0455E, dated September 26, 2008, indicates that none of the subject property is located within a flood hazard area.

## **Bondholders' Remedies and Bankruptcy**

In the event of default in the payment of principal or interest on the Bonds or the occurrence of any other Event of Default under the Indenture, and upon the written request of the owners of the Bonds of not less than a majority in principal amount of the Outstanding Bonds, the Trustee shall proceed to protect and enforce its rights and the rights of the owners of the Bonds under the Indenture by such suits, actions or special proceedings in equity or at law, or by proceedings in the office of any board or officer having jurisdiction, either for mandamus or the specific performance of any covenant or agreement contained therein or in aid or execution of any power granted or for the enforcement of any proper legal or equitable remedy, as the Trustee shall deem most effectual to protect and enforce such rights. The issuance of a writ of mandamus may be sought if there is no other available remedy at law to compel performance of the Bonds or the Indenture and the City's obligations are not uncertain or disputed. The remedy of mandamus is controlled by equitable principles, so rests with the discretion of the court, but may not be arbitrarily refused. There is no acceleration of maturity of the Bonds in the event of default and, consequently, the

remedy of mandamus may have to be relied upon from year to year. The owners of the Bonds cannot themselves foreclose on property within the District or sell property within the District in order to pay the principal of and interest on the Bonds. The enforceability of the rights and remedies of the owners of the Bonds further may be limited by laws relating to bankruptcy, reorganization or other similar laws of general application affecting the rights of creditors of political subdivisions such as the City. In this regard, should the City file a petition for protection from creditors under federal bankruptcy laws, the remedy of mandamus or the right of the City to seek judicial foreclosure of its Assessment Lien would be automatically stayed and could not be pursued unless authorized by a federal bankruptcy judge. See “BONDHOLDERS’ RISKS — Bankruptcy Limitation to Bondholders’ Rights” herein.

Any bankruptcy court with jurisdiction over bankruptcy proceedings initiated by or against a property owner within the District pursuant to the Federal Bankruptcy Code could, subject to its discretion, delay or limit any attempt by the City to collect delinquent Assessments, or delinquent ad valorem taxes, against such property owner.

In addition, in 2006, the Texas Supreme Court ruled in *Tooke v. City of Mexia*, 197 S.W.3d 325 (Tex. 2006) (“Tooke”) that a waiver of sovereign immunity must be provided for by statute in “clear and unambiguous” language. In so ruling, the Court declared that statutory language such as “sue and be sued”, in and of itself, did not constitute a clear and unambiguous waiver of sovereign immunity. In *Tooke*, the Court noted the enactment in 2005 of sections 271.151-160, Texas Local Government Code (the “Local Government Immunity Waiver Act”), which, according to the Court, waives “immunity from suit for contract claims against most local governmental entities in certain circumstances.” The Local Government Immunity Waiver Act covers cities and relates to contracts entered into by cities for providing goods or services to cities. The City is not aware of any Texas court construing the Local Government Immunity Waiver Act in the context of whether contractual undertakings of local governments that relate to their borrowing powers are contracts covered by the Act. Because it is unclear whether the Texas Legislature has effectively waived the City’s sovereign immunity from a suit for money damages in the absence of City action, the Trustee or the owners of the Bonds may not be able to bring such a suit against the City for breach of the Bonds or the Indenture covenants. As noted above, the Indenture provides that owners of the Bonds may exercise the remedy of mandamus to enforce the obligations of the City under the Indenture. Neither the remedy of mandamus nor any other type of injunctive relief was at issue in *Tooke*, and it is unclear whether *Tooke* will be construed to have any effect with respect to the exercise of mandamus, as such remedy has been interpreted by Texas courts. In general, Texas courts have held that a writ of mandamus may be issued to require public officials to perform ministerial acts that clearly pertain to their duties. Texas courts have held that a ministerial act is defined as a legal duty that is prescribed and defined with a precision and certainty that leaves nothing to the exercise of discretion or judgment, though mandamus is not available to enforce purely contractual duties. However, mandamus may be used to require a public officer to perform legally-imposed ministerial duties necessary for the performance of a valid contract to which the State or a political subdivision of the State is a party (including the payment of monies due under a contract).

### **Judicial Foreclosures**

Judicial foreclosure proceedings are not mandatory; however, the City has covenanted to order and cause such actions to be commenced. In the event a foreclosure is necessary, there could be a delay in payments to owners of the Bonds pending prosecution of the foreclosure proceedings and receipt by the City of the proceeds of the foreclosure sale. It is possible that no bid would be received at the foreclosure sale, and, in such event, there could be an additional delay in payment of the principal of an interest on the Bonds or such payment may not be made in full. Moreover, in filing a suit to foreclose, the City must join other taxing units that have claims for delinquent taxes against all or part of the same property; the proceeds of any sale of property within the District available to pay debt service on the Bonds may be limited by the existence of other tax liens on the property. (See “OVERLAPPING TAXES AND DEBT” herein.) Collection of delinquent taxes, assessments and Assessments may be adversely affected by the effects of market conditions on the foreclose sale price, and by other factors, including taxpayers right to redeem property within two years of foreclosure for residential and agricultural use property and six months for other property, and by a time-consuming and expensive collection procedure.

### **No Acceleration**

The Indenture does not contain a provision allowing for the acceleration of the Bonds in the event of a payment default or other default under the terms of the Bonds or the Indenture.

## **No Credit Rating**

No credit rating for the Bonds has been sought, nor is it anticipated that any such rating will be applied for. Even if a credit rating had been sought for the Bonds, it is not anticipated that such a rating would have been investment grade. There can be no guarantee that there will be a secondary market for the Bonds, or, if a secondary market exists, that such Bonds can be sold for any particular price. Occasionally, because of general market conditions or because of adverse history or economic prospects connected with a particular issue, secondary market trading in connection with a particular issue is suspended or terminated. Additionally, prices of issues for which a market is being made will depend upon then generally prevailing circumstances. Such prices could be substantially different from the original purchase price.

## **Bankruptcy Limitation to Bondholders' Rights**

The enforceability of the rights and remedies of the owners of the Bonds may be limited by laws relating to bankruptcy, reorganization or other similar laws of general application affecting the rights of creditors of political subdivisions such as the City. The City is authorized under Texas law to voluntarily proceed under Chapter 9 of the Federal Bankruptcy Code, 11 U.S.C. 901-946. The City may proceed under Chapter 9 if it (1) is generally not paying its debts, or unable to meet its debts, as they become due, (2) desires to effect a plan to adjust such debts, and (3) has either obtained the agreement of or negotiated in good faith with its creditors, is unable to negotiate with its creditors because negotiation is impracticable, or reasonably believes that a creditor may attempt to obtain a preferential transfer.

If the City decides in the future to proceed voluntarily under the Federal Bankruptcy Code, the City would develop and file a plan for the adjustment of its debts, and the Bankruptcy Court would confirm the plan if (1) the plan complies with the applicable provisions of the Federal Bankruptcy Code, (2) all payments to be made in connection with the plan are fully disclosed and reasonable, (3) the City is not prohibited by law from taking any action necessary to carry out the plan, (4) administrative expenses are paid in full, (5) all regulatory or electoral approvals required under Texas law are obtained and (6) the plan is in the best interests of creditors and is feasible. The rights and remedies of the owners of the Bonds would be adjusted in accordance with the confirmed plan of adjustment of the City's debt.

## **Management and Ownership**

The management and ownership of the Developer and related property owners could change in the future. Purchasers of the Bonds should not rely on the management experience of such entities. There are no assurances that such entities will not sell the subject property or that officers will not resign or be replaced. In such circumstances, a new developer or new officers in management positions may not have comparable experience in projects comparable to the Development.

## **General Risks of Real Estate Investment and Development**

Investments in undeveloped or developing real estate are generally considered to be speculative in nature and to involve a high degree of risk. The Development will be subject to the risks generally incident to real estate investments and development. Many factors that may affect the Development, as well as the operating revenues of the Developer, including those derived from the Development, are not within the control of the Developer. Such factors include changes in national, regional and local economic conditions; changes in long and short term interest rates; changes in the climate for real estate purchases; changes in demand for or supply of competing properties; changes in local, regional and national market and economic conditions; unanticipated development costs, market preferences and architectural trends; unforeseen environmental risks and controls; the adverse use of adjacent and neighboring real estate; changes in interest rates and the availability of mortgage funds to buyers of the homes to be built in the Development, which may render the sale of such homes difficult or unattractive; acts of war, terrorism or other political instability; delays or inability to obtain governmental approvals; changes in laws; moratorium; acts of God (which may result in uninsured losses); strikes; labor shortages; energy shortages; material shortages; inflation; adverse weather conditions; contractor or subcontractor defaults; and other unknown contingencies and factors beyond the control of the applicable owner or developer. Furthermore, the operating revenues of such entities may be materially adversely affected if specific conditions in the lot purchase contracts are not met by such entities. Failure to meet the lot purchase contract's conditions allows the applicable lot purchaser to terminate its obligation

to purchase lots from the Developer and obtain its earnest money deposit back. See “THE DEVELOPMENT – Overview” herein.

The Development cannot be initiated or completed without the Developer obtaining a variety of governmental approvals and permits, some of which have already been obtained. Certain permits are necessary to initiate construction of the major infrastructure of the Development and to allow the occupancy of residences and to satisfy conditions included in the approvals and permits. There can be no assurance that all of these permits and approvals can be obtained or that the conditions to the approvals and permits can be fulfilled. The failure to obtain any of the required approvals or fulfill any one of the conditions could cause materially adverse financial results for the Developer.

### **Dependence Upon Developer**

*Initial Liability of Developer for Assessments.* The Developer, as the 100% owner of the Assessed Parcels in the District, currently has the obligation to pay 100% of the total Assessments. The ability of the Developer to make full and timely payment of the Assessments will directly affect the ability of the City to meet its debt service obligations with respect to the Bonds. The sole assets of the Developer are land within the District, related permits and development rights and minor operating accounts. The source of funding for future land development activities and infrastructure construction to develop the remaining parcels and lots proposed for the Development consists of proceeds of lot sales as well as possible bank financing and equity contributions by the Developer. There can be no assurances given as to the financial ability of the Developer to advance any funds to the City to supplement revenues from the Assessments if necessary, or as to whether the Developer will advance such funds.

*Financial History of Developer Principal.* On December 18, 2011, Thomas J. Rielly voluntarily filed a Chapter 7 bankruptcy petition in the U.S. Bankruptcy Court for the Central District of California relating, *inter alia*, to his obligations as personal guarantor on loans in connection with his past business endeavors (the “Chapter 7 Obligations”), which Chapter 7 Obligations were unrelated to the Development and his involvement with the Developer. Certain of the Chapter 7 Obligations were satisfied during the course of the proceedings relating to the Chapter 7 Petition via a payoff arrangement with the creditor or a deed in lieu of foreclosure; the remaining Chapter 7 Obligations were satisfied or discharged through the discharge and termination of the Chapter 7 Petition. The Chapter 7 Petition was discharged in October 2012 and terminated in July 2013.

Neither Thomas J. Rielly nor the Developer is issuing any personal guarantee for payments relating to the Bonds. However, the completion of the Development is dependent upon the receipt of funds from the Developer in addition to the proceeds of the Bonds. The payment of the Assessments on the Assessed Parcels will initially be the responsibility of the Developer as the initial owner of the Assessed Property.

### **Agricultural Use Valuation and Redemption Rights**

All of the acreage in the District is currently entitled to valuation for ad valorem tax purposes based upon its agricultural use. Under Texas law, an owner of land that is entitled to an agricultural valuation has the right to redeem such property after a tax sale for a period of two years after the tax sale by paying to the tax sale purchaser a 25% premium, if redeemed during the first year, or a 50% premium, if redeemed during the second year, over the purchase price paid at the tax sale and certain qualifying costs incurred by the purchaser. Although the Assessments are not considered a tax sale under Texas law, the PID Act provides that the lien for the Assessments may be enforced in the same manner as a lien for ad valorem taxes. This shared enforcement mechanism raises a possibility that the right to redeem agricultural valuation property may be available following a foreclosure of a lien for the Assessments, though there is no indication in Texas law that such redemption rights would be available in such a case.

The Developer expects that the agricultural use valuations within the District will be terminated as each parcel is developed beginning in 2014, and affecting tax rolls beginning in 2015.

At closing of the Bonds, the Developer will execute an Agreement Regarding Conveyance of Right of Redemption and Waiver of Agricultural Valuation (a “Redemption Waiver Agreement”) with the City pursuant to which the Developer will convey to the Trustee for the benefit of the owners of the Bonds its right to redeem any agricultural valuation property and require any subsequent purchaser from the Developer to execute a similar

conveyance. In addition, the Developer will deliver, and require any subsequent purchaser to deliver, into escrow with the Trustee a waiver of agricultural valuation, which the Trustee will be authorized to release and file with the Williamson County Tax Assessor/Collector in the event that the subsequent owner has not paid ad valorem taxes or the special assessments due in respect of agricultural valuation property within 60 days of their due date. Each Redemption Waiver Agreement will be enforceable by the Trustee on behalf of the owners of the Bonds. Although each Redemption Waiver Agreement is intended to protect the City and the bondholders against potential redemption rights of the Developer in the context of a foreclosure proceeding, because there is currently no case law with respect to waiver of redemption rights or an agricultural valuation, it is unclear whether the Redemption Waiver Agreement is enforceable under Texas law.

Because the enforceability of a Redemption Waiver Agreement is not certain, as additional protection against the occurrence of a tax sale for non-payment of ad valorem taxes and the associated risk of redemption rights arising, the Developer will pay to the Trustee prior to delivery of the Bonds, and for so long as there exists property in the District that is entitled to valuation based on its agricultural use, an amount equal to the estimated ad valorem taxes assessed against agricultural valuation property to become due in the next two years. Such funds will be held by the Trustee and used to pay delinquent ad valorem taxes on agricultural valuation property and thereby potentially avoid the possibility of a sale for non-payment of ad valorem taxes and the associated risk of redemption rights arising. In the event such funds are used to pay delinquent ad valorem taxes, the Developer will be required to replenish such funds previously held by the Trustee. A proportionate amount of such deposit will be returned to the Developer upon termination of agricultural valuation.

## **TAX MATTERS**

### **Tax Exemption**

In the opinion of Bickerstaff Heath Delgado Acosta LLP, Bond Counsel to the City, assuming continuing compliance by the City with the tax covenants described below, under existing law, interest on the Bonds is excludable for federal income tax purposes in the gross income of the owners thereof pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (“Code”), and will not constitute a specific item of tax preference under Section 57 of the Code for purposes of calculating the alternative minimum tax imposed on individuals or corporations pursuant to section 55 of the Code.

The adjustment for “adjusted current earnings” set forth in Section 56(g) of the Code is required in determining a corporation’s alternative minimum taxable income. Alternative minimum taxable income is increased by seventy-five percent (75%) of the excess, if any, of the “adjusted current earnings” of a corporation over the alternative minimum taxable income (determined without regard to this adjustment or the alternative tax net operating loss deduction). Interest on tax-exempt obligations, including the Bonds, would generally be included in computing a corporation’s “adjusted current earnings.” Accordingly, a portion of any interest on the Bonds received or accrued by a corporation that owns the Bonds will be included in computing such corporation’s alternative minimum taxable income for such year.

In rendering its opinion, Bond Counsel has relied on the City’s covenants contained in the Ordinance and the City’s covenants contained in the Federal Tax Certificate, that it will comply with the applicable requirements of the Code, relating to, inter alia, the use and investment of proceeds of the Bonds and rebate to the United States Treasury of specified arbitrage earnings, if any, under Section 148(f) of the Code. Failure of the City to comply with such covenants could result in the interest on the Bonds being subject to federal income tax from the date of issue of the Bonds. Bond Counsel has not undertaken to monitor compliance with such covenants or to advise any party as to changes in the law after the date of issuance of the Bonds that may affect the tax-exempt status of the interest.

Except as stated above, Bond Counsel will express no opinion as to any federal, state or local tax consequences resulting from the receipt or accrual of interest on, or acquisition, ownership or disposition of, the Bonds.

Bond Counsel’s opinions are based on existing law, which is subject to change. Such opinions are further based on Bond Counsel’s knowledge of facts as of the date thereof. Bond Counsel assumes no duty to update or supplement its opinions to reflect any facts or circumstances that may thereafter come to Bond Counsel’s attention or to reflect any changes in any law that may thereafter occur or become effective. Moreover, Bond Counsel’s opinions are not a guarantee of result and are not binding on the Internal Revenue Service (the “Service”); rather,

such opinions represent Bond Counsel's legal judgment based upon its review of existing law and in reliance upon the representations and covenants referenced above that it deems relevant to such opinions. The Service has an ongoing audit program to determine compliance with rules that relate to whether interest on state or local obligations is includable in gross income for federal income tax purposes. No assurance can be given whether or not the Service will commence an audit of the Bonds. If an audit is commenced, in accordance with its current published procedures the Service is likely to treat the City as the taxpayer and the Registered Owners may not have a right to participate in such audit. Public awareness of any future audit of the Bonds could adversely affect the value and liquidity of the Bonds during the pendency of the audit regardless of the ultimate outcome of the audit.

### **Collateral Federal Income Tax Consequences**

Prospective purchasers of the Bonds should be aware that the ownership of the Bonds may result in collateral federal income tax consequences to certain taxpayers including, without limitation, holders who may be deemed to have incurred or continued indebtedness to acquire or carry tax-exempt obligations, holders of certain interests in a financial asset securitization investment trust, controlled foreign corporations, property and casualty insurance companies, individual recipients of Social Security or Railroad Retirement benefits, individuals who otherwise qualify for the earned income credit, and to individuals and families that qualify for a premium assistance credit amount under Section 36B of the Code. The Code denies the earned income credit to an individual who is otherwise eligible if the aggregate amount of disqualified income of the taxpayer for the taxable year exceeds certain limits set forth in Sections 32(i) and (j) of the Code. Interest on the Bonds will constitute disqualified income for this purpose. The Code also provides that for years beginning after December 31, 2010, the earned income credit is phased out if the modified adjusted gross income of the taxpayer exceeds certain amounts. Interest on the Bonds will be included in determining the modified adjusted gross income of the taxpayer. Section 36B of the Code provides that the amount of the premium assistance credit amount is in part determined by the household income. Section 36B(d) of the Code provides that household income consists of the modified adjusted gross income of the taxpayer and certain other individuals. Modified adjusted gross income means adjusted gross income increased by certain amounts, including interest received or accrued by the taxpayer which is exempt from tax, such as the interest on the Bonds. These categories of prospective purchasers should consult their own tax advisors as to the applicability of these consequences. Prospective purchasers of the Bonds should also be aware that, under the Code, taxpayers are required to report on their returns the amount of tax-exempt interest, such as interest on the Bonds, received or accrued during the year.

Section 884 of the Code imposes on certain foreign corporations a branch profits tax equal to thirty percent (30%) of the "dividend equivalent amount" for the taxable year. Interest on the Bonds received or accrued by a foreign corporation subject to the branch profits tax may be included in computing the "dividend equivalent amount" of such corporation.

In addition, passive investment income, including interest on the Bonds, may be subject to federal income taxation under Section 1375 of the Code for any S corporation that has Subchapter C earnings and profits at the close of the taxable year, if more than twenty-five percent (25%) of the gross receipts of such S corporation is passive investment income.

In addition, attention is called to the fact that Section 265(b)(1) of the Code eliminates the interest deduction otherwise allowable with respect to indebtedness deemed incurred by banks, thrift institutions and other financial institutions to purchase or to carry tax-exempt obligations acquired after August 7, 1986 other than designated "qualified tax-exempt obligations" as defined in Section 265(b)(3) of the Code.

### **Tax Accounting Treatment of Discount and Premium on Certain Bonds**

The initial public offering price of certain Bonds (the "Discount Bonds") may be less than the amount payable on such Bonds at maturity. An amount equal to the difference between the initial public offering price of a Discount Bond (assuming that a substantial amount of the Discount Bonds of that maturity are sold to the public at such price) and the amount payable at maturity constitutes original issue discount to the initial purchaser of such Discount Bond. A portion of such original issue discount allocable to the holding period of such Discount Bond by the initial purchaser will, upon the disposition of such Discount Bond (including by reason of its payment at maturity), be treated as interest excludable from gross income, rather than as taxable gain, for federal income tax purposes, on the same terms and conditions as those for other interest on the Bonds described above under "Tax Exemption." Such interest is considered to be accrued actuarially in accordance with the constant interest method

over the life of a Discount Bond, taking into account the semiannual compounding of accrued interest, at the yield to maturity on such Discount Bond and generally will be allocated to an original purchaser in a different amount from the amount of the payment denominated as interest actually received by the original purchaser during the tax year. However, such interest may be required to be taken into account in determining the alternative minimum taxable income of a corporation, for purposes of calculating a corporation's alternative minimum tax imposed by Section 55 of the Code, and the amount of the branch profits tax applicable to certain foreign corporations doing business in the United States, even though there will not be a corresponding cash payment. In addition, the accrual of such interest may result in certain other collateral federal income tax consequences to, among others, financial institutions, life insurance companies, property and casualty insurance companies, S corporations with "subchapter C" earnings and profits, individual recipients of Social Security or Railroad Retirement benefits, individuals otherwise qualifying for earned income tax credit, owners of an interest in a FASIT, and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry, or who have paid or incurred certain expenses allocable to, tax-exempt obligations. Moreover, in the event of the redemption, sale or other taxable disposition of a Discount Bond by the initial owner prior to maturity, the amount realized by such owner in excess of the basis of such Discount Bond in the hands of such owner (adjusted upward by the portion of the original issue discount allocable to the period for which such Discount Bond was held) is includable in gross income. Owners of Discount Bonds should consult with their own tax advisors with respect to the determination of accrued original issue discount on Discount Bonds for federal income tax purposes and with respect to the state and local tax consequences of owning and disposing of Discount Bonds. It is possible that, under applicable provisions governing determination of state and local income taxes, accrued interest on Discount Bonds may be deemed to be received in the year of accrual even though there will not be a corresponding cash payment.

The initial public offering price of certain Bonds (the "Premium Bonds") may be greater than the amount payable on such Bonds at maturity. An amount equal to the difference between the initial public offering price of a Premium Bond (assuming that a substantial amount of the Premium Bonds of that maturity are sold to the public at such price) and the amount payable at maturity constitutes premium to the initial purchaser of such Premium Bonds. The basis for federal income tax purposes of a Premium Bond in the hands of such initial purchaser must be reduced each year by the amortizable bond premium, although no federal income tax deduction is allowed as a result of such reduction in basis for amortizable bond premium. Such reduction in basis will increase the amount of any gain (or decrease the amount of any loss) to be recognized for federal income tax purposes upon a sale or other taxable disposition of a Premium Bond. The amount of premium which is amortizable each year by an initial purchaser is determined by using such purchaser's yield to maturity. Purchasers of the Premium Bonds should consult with their own tax advisors with respect to the determination of amortizable bond premium on Premium Bonds for federal income tax purposes and with respect to the state and local tax consequences of owning and disposing of Premium Bonds.

### **State, Local and Foreign Taxes**

Investors should consult their own tax advisors concerning the tax implications of the purchase, ownership or disposition of the Bonds under applicable state or local laws. Foreign investors should also consult their own tax advisors regarding the tax consequences unique to investors who are not United States persons.

### **Changes in Federal and State Tax Law**

From time to time, there are legislative proposals in the United States Congress and in the states that, if enacted, could alter or amend the Federal and State tax matters referred to above or adversely affect the market value or marketability of the Bonds. It cannot be predicted whether or in what form any such proposal might be enacted or whether, if enacted, it would apply to bonds issued prior to enactment. In addition, regulatory actions are from time to time announced or proposed and litigation is threatened or commenced which, if implemented or concluded in a particular manner, could adversely affect the market value or marketability of the Bonds.

Prospective purchasers of the Bonds should consult with their own tax advisors regarding any other federal income tax legislation, whether currently pending or proposed, regulatory initiatives or litigation. The opinions expressed by Bond Counsel are based upon existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of issuance and delivery of the Bonds and Bond Counsel has expressed no opinion as of any date subsequent thereto or with respect to any pending legislation, regulatory initiatives or litigation.

## LEGAL MATTERS

### Legal Proceedings

Delivery of the Bonds will be accompanied by the unqualified approving legal opinion of the Attorney General to the effect that the Bonds are valid and legally binding obligations of the City under the Constitution and laws of the State, payable from Pledged Revenues and, based upon their examination of a transcript of certified proceedings relating to the issuance and sale of the Bonds, the legal opinion of Bond Counsel, to a like effect.

Bickerstaff Heath Delgado Acosta LLP, serves as Bond Counsel to the City. Fulbright & Jaworski LLP, a member of Norton Rose Fulbright, serves as Underwriter's Counsel. The legal fees paid to Bond Counsel and Underwriter's Counsel are contingent upon the sale and delivery of the Bonds.

### Legal Opinions

The City will furnish the Underwriter a transcript of certain certified proceedings incident to the authorization and issuance of the Bonds. Such transcript will include a certified copy of the approving opinion of the Attorney General of Texas, as recorded in the Bond Register of the Comptroller of Public Accounts of the State, to the effect that the Bonds are valid and binding special obligations of the City. The City will also furnish the legal opinion of Bickerstaff Heath Delgado Acosta LLP, Bond Counsel, to the effect that, based upon an examination of such transcript, the Bonds are valid and binding special obligations of the City under the Constitution and laws of the State. The legal opinion of Bond Counsel will further state that the Bonds, including principal of and interest thereon, are payable from and secured by a pledge of and lien on the Pledged Revenues. Bond Counsel will also provide a legal opinion to the effect that interest on the Bonds will be excludable from gross income for federal income tax purposes under Section 103(a) of the Code, subject to the matters described above under the caption "TAX MATTERS," including the alternative minimum tax consequences for corporations. A copy of the opinion of Bond Counsel is attached hereto as "APPENDIX C —Form of Opinion of Bond Counsel."

Except as noted below, Bond Counsel did not take part in the preparation of the Official Statement, and such firm has not assumed any responsibility with respect thereto or undertaken independently to verify any of the information contained therein, except that, in its capacity as Bond Counsel, such firm has reviewed the information describing the Bonds in the Official Statement under the captions or subcaptions "PLAN OF FINANCE", "DESCRIPTION OF THE BONDS," "SECURITY FOR THE BONDS," "ASSESSMENT PROCEDURES," "THE DISTRICT," "TAX MATTERS," "LEGAL MATTERS — Legal Proceedings," "LEGAL MATTERS — Legal Opinions," "CONTINUING DISCLOSURE OF INFORMATION" (except for the last two sentences of the first paragraph thereunder), "REGISTRATION AND QUALIFICATION OF BONDS FOR SALE," "LEGAL INVESTMENTS AND ELIGIBILITY TO SECURE PUBLIC FUNDS IN TEXAS" and APPENDIX A and APPENDIX C and such firm is of the opinion that the information relating to the Bonds, the Bond Ordinance and the Indenture contained therein fairly and accurately describes the laws and legal issues addressed herein and, with respect to the Bonds, such information conforms to the Bond Ordinance and the Indenture.

The various legal opinions to be delivered concurrently with the delivery of the Bonds express the professional judgment of the attorneys rendering the opinions as to the legal issues explicitly addressed therein. In rendering a legal opinion, the attorney does not become an insurer or guarantor of that expression of professional judgment, of the transaction opined upon, or of the future performance of the parties to the transaction. Nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

### Litigation — The City

At the time of delivery and payment for the Bonds, the City will certify that, except as disclosed herein, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body, pending or overtly threatened against the City affecting the existence of the District, or seeking to restrain or to enjoin the sale or delivery of the Bonds, the application of the proceeds thereof, in accordance with the Indenture, or the collection or application of Assessments securing the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds, the Assessment Ordinance, the Indenture, any

action of the City contemplated by any of the said documents, or the collection or application of the revenues provided for the payment of the Bonds, or in any way contesting the completeness or accuracy of this Official Statement or any amendment or supplement thereto, or contesting the powers of the City or its authority with respect to the Bonds or any action of the City contemplated by any of said documents.

### **Litigation — The Developer**

At the time of delivery and payment for the Bonds, the Developer will certify that, except as disclosed herein, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory body, public board or body pending, or, to the best knowledge of the Developer, threatened against or affecting the Developer wherein an unfavorable decision, ruling or finding would have a material adverse effect on the financial condition of the Developer or its sole manager and sole member or would adversely affect (1) the transactions contemplated by, or the validity or enforceability of, the Bonds, the Indenture, the Bond Ordinance, the Service and Assessment Plan, the Construction, Funding, and Acquisition Agreement, or the Bond Purchase Agreement, or otherwise described in this Official Statement, or (2) the tax-exempt status of interest on the Bonds (individually or in the aggregate, a “Material Adverse Effect”).

### **SUITABILITY FOR INVESTMENT**

Investment in the Bonds poses certain economic risks. The Bonds are not rated by any nationally recognized municipal securities rating organization. No dealer, broker, salesman or other person has been authorized by the City or the Underwriter to give any information or make any representations, other than those contained in this Official Statement, and, if given or made, such other information or representations must not be relied upon as having been authorized by either of the foregoing. Additional information will be made available to each prospective investor, including the benefit of a site visit to the City and the opportunity to ask questions of the Developer, as such prospective investor deems necessary in order to make an informed decision with respect to the purchase of the Bonds.

### **ENFORCEABILITY OF REMEDIES**

The remedies available to the owners of the Bonds upon an event of default under the Indenture are in many respects dependent upon judicial actions, which are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, including the federal bankruptcy code, the remedies specified by the Indenture and the Bonds may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the Bonds will be qualified, as to the enforceability of the remedies provided in the various legal instruments, by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors and enacted before or after such delivery.

### **NO RATING**

No application for a rating of the Bonds has been made to any rating agency, nor is there any reason to believe that the City would have been successful in obtaining an investment grade rating for the Bonds had application been made.

### **CONTINUING DISCLOSURE**

Pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the “Rule”), the City, the Trustee and the Developer will enter into a Continuing Disclosure Agreement (the “Disclosure Agreement”), for the benefit of the owners of the Bonds (including owners of beneficial interests in the Bonds), to provide, by certain dates prescribed in the Disclosure Agreement, certain financial information and operating data relating to the City, the Development and the Developer and certain information regarding the Projects and other projects within the District that will be financed by the Bonds and/or the Developer (the “Reports”). The specific nature of the information to be contained in the Reports is set forth in “APPENDIX D — Form of Disclosure Agreement.” Under certain circumstances, the failure of the City or the Developer to comply with its obligations under the Disclosure Agreement constitutes an event of default thereunder. Such a default will not constitute an event of default under the

Indenture, but such event of default under the Disclosure Agreement would allow the owners of the Bonds (including owners of beneficial interests in the Bonds) to bring an action for specific performance. During the last five years, the City has complied in all material respects with all continuing disclosure agreements made by it in accordance with the Rule. The City has reconfirmed its obligations under its prior undertakings and intends to fully comply with its undertakings made under the Rule in the future. The Developer has not previously entered into any continuing disclosure agreements in accordance with the Rule.

The City has agreed to update information and to provide notices of specified events only as provided in the Disclosure Agreement. The City has not agreed to provide other information that may be relevant or material to a complete presentation of its financial results of operations, condition, or prospects or agreed to update any information that is provided in this Official Statement, except as provided in the Disclosure Agreement. The City makes no representation or warranty concerning such information or concerning its usefulness to a decision to invest in or sell the Bonds at any future date. The City disclaims any contractual or tort liability for damages resulting in whole or in part from any breach of the Disclosure Agreement or from any statement made pursuant to the Disclosure Agreement.

### **UNDERWRITING**

Jefferies, LLC (the “Underwriter”) has agreed to purchase the Bonds from the City at a purchase price of \$\_\_\_\_\_ (the par amount of the Bonds, less a reoffering discount of \$\_\_\_\_\_ less an underwriting discount of \$\_\_\_\_\_). The Underwriter’s obligations are subject to certain conditions precedent and if obligated to purchase any of the Bonds the Underwriter will be obligated to purchase all of the Bonds. The Bonds may be offered and sold by the Underwriter at prices lower than the initial offering prices stated on the inside cover page hereof, and such initial offering prices may be changed from time to time by the Underwriter.

### **REGISTRATION AND QUALIFICATION OF BONDS FOR SALE**

The sale of the Bonds has not been registered under the Federal Securities Act of 1933, as amended, in reliance upon the exemption provided thereunder by Section 3(a)(2); and the Bonds have not been qualified under the Securities Act of Texas in reliance upon various exemptions contained therein; nor have the Bonds been qualified under the securities acts of any jurisdiction. The City assumes no responsibility for qualification of the Bonds under the securities laws of any jurisdiction in which the Bonds may be sold, assigned, pledged, hypothecated or otherwise transferred. This disclaimer of responsibility for qualification for sale or other disposition of the Bonds shall not be construed as an interpretation of any kind with regard to the availability of any exemption from securities registration provisions.

### **LEGAL INVESTMENT AND ELIGIBILITY TO SECURE PUBLIC FUNDS IN TEXAS**

The PID Act and Section 1201.041 of the Public Security Procedures Act (Chapter 1201, Government Code, as amended) provide that the Bonds are negotiable instruments and investment securities governed by Chapter 8, Business and Commerce Code, as amended, and are legal and authorized investments for insurance companies, fiduciaries, trustees, or for the sinking funds of municipalities or other political subdivisions or public agencies of the State. With respect to investment in the Bonds by municipalities or other political subdivisions or public agencies of the State, the PFIA requires that the Bonds be assigned a rating of at least “A” or its equivalent as to investment quality by a national rating agency. See “NO RATING” above. In addition, the PID Act and various provisions of the Texas Finance Code provide that, subject to a prudent investment standard, the Bonds are legal investments for state banks, savings banks, trust companies with a capital of one million dollars or more, and savings and loan associations. The Bonds are eligible to secure deposits to the extent of their market value. No review by the City has been made of the laws in other states to determine whether the Bonds are legal investments for various institutions in those states. No representation is made that the Bonds will be acceptable to public entities to secure their deposits or acceptable to such institutions for investment purposes.

The City made no investigation of other laws, rules, regulations or investment criteria which might apply to such institutions or entities or which might limit the suitability of the Bonds for any of the foregoing purposes or limit the authority of such institutions or entities to purchase or invest in the Bonds for such purposes.

## INVESTMENTS

The City invests its funds in investments authorized by Texas law in accordance with investment policies approved by the City Council. Both Texas law and the City's investment policies are subject to change.

Under Texas law, the City is authorized to make investments meeting the requirements of the PFIA, which currently include (1) obligations, including letter of credit, of the United States or its agencies and instrumentalities; (2) direct obligations of the State or its agencies and instrumentalities; (3) collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States; (4) other obligations, the principal and interest of which is guaranteed or insured by or backed by the full faith and credit of, the State or the United States or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States; (5) obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent; (6) bonds issued, assumed or guaranteed by the State of Israel; (7) certificates of deposit and share certificates meeting the requirements of the PFIA that are issued by or through an institution that either has its main office or a branch office in Texas, and are guaranteed or insured by the Federal Deposit Insurance Corporation or the National Credit Union Share Insurance Fund, or are secured as to principal by obligations described in clauses (1) through (6) or in any other manner and amount provided by law for City deposits, or are invested by the City through a broker or depository institution that has its main office or a branch office in the State and otherwise meet the requirements of the PFIA; (8) fully collateralized repurchase agreements that have a defined termination date, are fully secured by a combination of cash and obligations described in clause (1), and are placed through a primary government securities dealer or a financial institution doing business in the State; (9) certain bankers' acceptances with the remaining term of 270 days or less, if the short-term obligations of the accepting bank or its parent are rated at least A-1 or P-1 or the equivalent by at least one nationally recognized credit rating agency; (10) commercial paper with a stated maturity of 270 days or less that is rated at least A-1 or P-1 or the equivalent by either (a) two nationally recognized credit rating agencies or (b) one nationally recognized credit rating agency if the paper is fully secured by an irrevocable letter of credit issued by a U.S. or state bank; (11) no-load money market mutual funds registered with and regulated by the Securities and Exchange Commission that have a dollar weighted average stated maturity of 90 days or less and include in their investment objectives the maintenance of a stable net asset value of \$1 for each share; and (12) no-load mutual funds registered with the Securities and Exchange Commission that have an average weighted maturity of less than two years, invest exclusively in obligations described in the this paragraph, and are continuously rated as to investment quality by at least one nationally recognized investment rating firm of not less than "AAA" or its equivalent. If specifically authorized in the authorizing document, bond proceeds may be invested in guaranteed investment contracts that have a defined termination date and are secured by obligations of the United States or its agencies and instrumentalities in an amount at least equal to the amount of bond proceeds invested under such contract, other than the prohibited obligations described in the next succeeding paragraph.

The City may invest in such obligations directly or through government investment pools that invest solely in such obligations provided that the pools are rated no lower than "AAA" or "AAA-m" or an equivalent by at least one nationally recognized rating service. The City may also contract with an investment management firm registered under the Investment Advisers Act of 1940 (15 U.S.C. Section 80b-1 et seq.) or with the State Securities Board to provide for the investment and management of its public funds or other funds under its control for a term up to two years, but the City retains ultimate responsibility as fiduciary of its assets. In order to renew or extend such a contract, the City must do so by order, ordinance, or resolution. The City is specifically prohibited from investing in: (1) obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal; (2) obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security and bears no interest; (3) collateralized mortgage obligations that have a stated final maturity of greater than 10 years; and (4) collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

Political subdivisions such as the City are authorized to implement securities lending programs if (i) the securities loaned under the program are 100% collateralized, a loan made under the program allows for termination at any time and a loan made under the program is either secured by (a) obligations that are described in clauses (1)

through (6) of the first paragraph under this subcaption, (b) irrevocable letters of credit issued by a state or national bank that is continuously rated by a nationally recognized investment rating firm not less than “A” or its equivalent, or (c) cash invested in obligations that are described in clauses (1) through (6) and (10) through (12) of the first paragraph under this subcaption, or an authorized investment pool; (ii) securities held as collateral under a loan are pledged to the governmental body, held in the name of the governmental body and deposited at the time the investment is made with the City or a third party designated by the City; (iii) a loan made under the program is placed through either a primary government securities dealer or a financial institution doing business in the State; and (iv) the agreement to lend securities has a term of one year or less.

Under Texas law, the City is required to invest its funds under written investment policies that primarily emphasize safety of principal and liquidity; that address investment diversification, yield, maturity, and the quality and capability of investment management; and that includes a list of authorized investments for City funds, the maximum allowable stated maturity of any individual investment, the maximum average dollar-weighted maturity allowed for pooled fund groups, methods to monitor the market price of investments acquired with public funds, a requirement for settlement of all transactions, except investment pool funds and mutual funds, on a delivery versus payment basis, and procedures to monitor rating changes in investments acquired with public funds and the liquidation of such investments consistent with the PFIA. All City funds must be invested consistent with a formally adopted “Investment Strategy Statement” that specifically addresses each funds’ investment. Each Investment Strategy Statement will describe its objectives concerning: (1) suitability of investment type, (2) preservation and safety of principal, (3) liquidity, (4) marketability of each investment, (5) diversification of the portfolio, and (6) yield.

Under Texas law, City investments must be made “with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person’s own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived.” At least quarterly the investment officers of the City shall submit an investment report detailing: (1) the investment position of the City, (2) that all investment officers jointly prepared and signed the report, (3) the beginning market value, the ending market value and the fully accrued interest for the reporting period of each pooled fund group, (4) the book value and market value of each separately listed asset at the beginning and end of the reporting period, (5) the maturity date of each separately invested asset, (6) the account or fund or pooled fund group for which each individual investment was acquired, and (7) the compliance of the investment portfolio as it relates to: (a) adopted investment strategy statements and (b) state law. No person may invest City funds without express written authority from the City Council.

Under Texas law the City is additionally required to: (1) annually review its adopted policies and strategies; (2) adopt a rule, order, ordinance or resolution stating that it has reviewed its investment policy and investment strategies and records any changes made to either its investment policy or investment strategy in the respective rule, order, ordinance or resolution; (3) require any investment officers’ with personal business relationships or relatives with firms seeking to sell securities to the entity to disclose the relationship and file a statement with the Texas Ethics Commission and the City Council; (4) require the registered principal of firms seeking to sell securities to the City to: (a) receive and review the City’s investment policy, (b) acknowledge that reasonable controls and procedures have been implemented to preclude investment transactions conducted between the City and the business organization that are not authorized by the City’s investment policy (except to the extent that this authorization is dependent on an analysis of the makeup of the City’s entire portfolio or requires an interpretation of subjective investment standards), and (c) deliver a written statement attesting to these requirements; (5) perform an annual audit of the management controls on investments and adherence to the City’s investment policy; (6) provide specific investment training for the officers of the City; (7) restrict reverse repurchase agreements to not more than 90 days and restrict the investment of reverse repurchase agreement funds to no greater than the term of the reverse repurchase agreement; (8) restrict the investment in no-load mutual funds in the aggregate to no more than 15% of the entity’s monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service; (9) require local government investment pools to conform to the new disclosure, rating, net asset value, yield calculation, and advisory board requirements; and (10) at least annually review, revise, and adopt a list of qualified brokers that are authorized to engage in investment transactions with the City.

Under the City’s current investment policy, the City’s authorized investment options are more restrictive than those allowed by state law. Furthermore, this policy specifically prohibits investment in the following

investment securities: (1) obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal; (2) obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest; (3) collateralized mortgage obligations that have a stated final maturity date of greater than 10 years; and (4) collateralized mortgage obligations, the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

## **INFORMATION RELATING TO THE TRUSTEE**

The City has appointed BOKF, NA dba as Bank of Texas, to serve as Trustee. The Trustee is to carry out those duties assignable to it under the Indenture. Except for the contents of this section, the Trustee has not reviewed or participated in the preparation of this Official Statement and assumes no responsibility for the contents, accuracy, fairness or completeness of the information set forth in this Official Statement or for the recitals contained in the Indenture or the Bonds, or for the validity, sufficiency, or legal effect of any of such documents.

Furthermore, the Trustee has no oversight responsibility, and is not accountable, for the use or application by the City of any of the Bonds authenticated or delivered pursuant to the Indenture or for the use or application of the proceeds of such Bonds by the City. The Trustee has not evaluated the risks, benefits, or propriety of any investment in the Bonds and makes no representation, and has reached no conclusions, regarding the value or condition of any assets or revenues pledged or assigned as security for the Bonds, the technical or financial feasibility of the project, or the investment quality of the Bonds, about all of which the Trustee expresses no opinion and expressly disclaims the expertise to evaluate.

Neither the information on the Trustee's website, nor any links from that website, is a part of this Official Statement, nor should any such information be relied upon to make investment decisions regarding the Bonds.

## **SOURCES OF INFORMATION**

### **General**

The information contained in this Official Statement has been obtained primarily from the City's records, the Developer and its representatives and other sources believed to be reliable. In accordance with its responsibilities under the federal securities law, the Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of the transaction, but the Underwriter does not guarantee the accuracy or completeness of such information. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement or any sale hereunder will create any implication that there has been no change in the financial condition or operations of the City or the Developer described herein since the date hereof. This Official Statement contains, in part, estimates and matters of opinion that are not intended as statements of fact, and no representation or warranty is made as to the correctness of such estimates and opinions or that they will be realized. The summaries of the statutes, resolutions, ordinances, indentures and engineering and other related reports set forth herein are included subject to all of the provisions of such documents. These summaries do not purport to be complete statements of such provisions and reference is made to such documents for further information.

### **Source of Certain Information**

The information contained in this Official Statement relating to the description of the Projects generally and, in particular, the information included in the sections captioned "THE PROJECTS," "THE DEVELOPMENT," "THE DEVELOPER," "BONDHOLDERS' RISKS" (only as it pertains to the Developer and the Development) and "LEGAL MATTERS — Litigation — The Developer" has been provided by the Developer.

## **Experts**

The information regarding the Service and Assessment Plan in this Official Statement has been provided by Development Planning & Financing Group, Inc., and has been included in reliance upon the authority of such firm as experts in the field of development planning and finance.

The information regarding the Appraisal in this Official Statement has been provided by Jackson Claborn, Inc., and has been included in reliance upon the authority of such firm as experts in the field of the appraisal of real property.

## **Updating of Official Statement**

If, subsequent to the date of the Official Statement, the City learns, through the ordinary course of business and without undertaking any investigation or examination for such purposes, or is notified by the Underwriter, of any adverse event which causes the Official Statement to be materially misleading, and unless the Underwriter elects to terminate its obligation to purchase the Bonds, the City will promptly prepare and supply to the Underwriter an appropriate amendment or supplement to the Official Statement satisfactory to the Underwriter; provided, however, that the obligation of the City to so amend or supplement the Official Statement will terminate when the City delivers the Bonds to the Underwriter, unless the Underwriter notifies the City on or before such date that less than all of the Bonds have been sold to ultimate customers; in which case the City's obligations hereunder will extend for an additional period of time (but not more than 90 days after the date the City delivers the Bonds) until all of the Bonds have been sold to ultimate customers.

## **FORWARD-LOOKING STATEMENTS**

Certain statements included or incorporated by reference in this Official Statement constitute "forward-looking statements" within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21e of the United States Securities Exchange Act of 1934, as amended, and Section 27A of the Securities Act. Such statements are generally identifiable by the terminology used such as "plan," "expect," "estimate," "project," "anticipate," "budget" or other similar words.

THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. THE CITY DOES NOT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THOSE FORWARD-LOOKING STATEMENTS IF OR WHEN ANY OF ITS EXPECTATIONS, OR EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH SUCH STATEMENTS ARE BASED OCCUR, OTHER THAN AS DESCRIBED UNDER "CONTINUING DISCLOSURE" HEREIN.

## **AUTHORIZATION AND APPROVAL**

The execution and delivery of this Official Statement has been duly authorized by the City Council of the City of Leander, Texas.

CITY OF LEANDER, TEXAS

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Mayor

ATTEST:

City Secretary

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APPENDIX A  
FORM OF INDENTURE

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APPENDIX B

FORM OF SERVICE AND ASSESSMENT PLAN

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APPENDIX C  
FORM OF OPINION OF BOND COUNSEL

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APPENDIX D  
FORM OF DISCLOSURE AGREEMENT

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APPENDIX E  
APPRAISAL OF PARCELS

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APPENDIX F  
FEASIBILITY STUDY

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APPENDIX G  
FINANCING AGREEMENT

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**Executive Summary**

**October 2, 2014**

**Agenda Subject:** Consider approval of a resolution directing publication of notice of public hearing on intention to issue special assessment revenue bonds for the Oak Creek Public Improvement District.

**Background:**

On April 17, 2014, Council directed staff to proceed with the steps necessary to accept the PID petition and schedule the public hearing for the creation of the Oak Creek 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. On July 17, 2014 the Council closed the public hearing and approved a resolution creating the Oak Creek PID.

The Oak Creek PID proposes to issue special assessment revenue bonds to pay for the proposed public improvements. This resolution authorizes public notice of the public hearing related to the issuance of the bonds.

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

**Recommendation:** Staff recommends approving the resolution.

**Attachments:**

1. Resolution

**Prepared by:** Tom Yantis, AICP  
Assistant City Manager



**Exhibit "A"**

**NOTICE OF PUBLIC HEARING ON THE INTENTION TO ISSUE  
SPECIAL ASSESSMENT REVENUE BONDS**

NOTICE IS HEREBY GIVEN that the City Council of the City of Leander, Texas, will convene at its regular meeting place of said City Council located at the Pat Bryson Municipal Hall at 201 North Brushy, Leander, Texas at 7:00 p.m. on October 16, 2014, and, during such meeting, the City Council will conduct a hearing on whether to issue special assessment revenue bonds to provide public improvements in connection with the Oak Creek Public Improvement District in an amount of approximately \$5,200,000. The City is authorized to issue special assessment revenue bonds without an election pursuant to Section 372.024, Texas Local Government Code, as amended. No provision is made for a petition or an election in connection with such special assessment revenue bonds. The special assessment revenue bonds, if issued will be payable from the special assessments on property in the Oak Creek Public Improvement District.

Christopher Fielder  
Mayor, City of Leander, Texas



**Executive Summary**

**October 2, 2014**

**Agenda Subject:** Consider approval of a resolution of the City of Leander authorizing and directing a proposed assessment roll for the Oak Creek Public Improvement District to be filed with the City Secretary; providing for and ratifying and approving notice of a public hearing to consider proposed assessments to be levied against property located in the Oak Creek Public Improvement District; and providing for related matters.

**Background:**

On April 17, 2014, Council directed staff to proceed with the steps necessary to accept the PID petition and schedule the public hearing for the creation of the Oak Creek 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. On July 17, 2014 the Council closed the public hearing and approved a resolution creating the Oak Creek PID.

This resolution authorizes next steps related to levying of assessments to finance certain public improvements within the Oak Creek PID. After the estimated cost of the public improvements that are proposed to be constructed is fairly well established, the City Council causes the filing of a proposed assessment roll with the City Secretary's Office and gives notice of and holds a public hearing on the proposed assessments to be levied against property located within the District. This resolution authorizes those steps.

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

**Recommendation:** Staff recommends approving the resolution.

**Attachments:**

1. Resolution

**Prepared by:** Tom Yantis, AICP  
Assistant City Manager

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY OF LEANDER AUTHORIZING AND DIRECTING A PROPOSED ASSESSMENT ROLL FOR THE OAK CREEK PUBLIC IMPROVEMENT DISTRICT TO BE FILED WITH THE CITY SECRETARY; PROVIDING FOR AND RATIFYING AND APPROVING NOTICE OF A PUBLIC HEARING TO CONSIDER PROPOSED ASSESSMENTS TO BE LEVIED AGAINST PROPERTY LOCATED IN THE OAK CREEK PUBLIC IMPROVEMENT DISTRICT; AND PROVIDING FOR RELATED MATTERS**

**WHEREAS**, pursuant to Chapter 372, Texas Local Government Code, the City Council of the City of Leander, Texas (the "City") created the Oak Creek Public Improvement District (the "District") by Resolution Number 14-013-00 to finance certain improvements that will benefit the District; and

**WHEREAS**, the City is required to file a proposed assessment roll with the City Secretary and to hold a public hearing prior to levying assessments on the property located within the District;

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

**Section 1. Assessment Roll.** The proposed Assessment Roll attached hereto and marked Exhibit "A" is authorized to and shall be filed in the office of the City Secretary.

**Section 2. Public Hearing Notice.** The City Council will hold a public hearing to consider proposed assessments to be levied against property within the District on October 16, 2014. Publication of notice of such hearing is hereby ratified and approved.

**Section 3. Open Meetings,** it is officially found and determined that the meeting at which this Resolution has been considered and acted upon was open to the public and public notice of the time, place and subject of said meeting was given, all as required by Chapter 551, Texas Government Code, as amended.

PASSED, APPROVED, AND EFFECTIVE ON THIS 2ND DAY OF OCTOBER, 2014.

ATTEST:

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

\_\_\_\_\_  
Christopher Fielder, Mayor  
City of Leander, Texas

**Exhibit "A"**

**Proposed Assessment Roll**

**APPENDIX A  
OAK CREEK PUBLIC IMPROVEMENT DISTRICT  
ASSESSMENT ROLL**

<b>Parcel</b>	<b>Owner</b>	<b>Gross Acres</b>	<b>PID Bond Special Assessment</b>	<b>PID Bond Special Assessment per Acre</b>
R524552	Sentinel/Cotter Leander LLC	9.910	\$ 594,987	\$ 60,039
R525192	Sentinel/Cotter Leander LLC	0.363	\$ -	\$ -
R528999	Sentinel/Cotter Leander LLC	7.419	\$ -	\$ -
R529000	Sentinel/Cotter Leander LLC	5.447	\$ -	\$ -
R529001	Sentinel/Cotter Leander LLC	0.506	\$ -	\$ -
R529002	Sentinel/Cotter Leander LLC	0.165	\$ -	\$ -
R529003	Sentinel/Cotter Leander LLC	0.276	\$ -	\$ -
R529004	Sentinel/Cotter Leander LLC	0.009	\$ -	\$ -
R529005	Sentinel/Cotter Leander LLC	22.566	\$ -	\$ -
R529006	Sentinel/Cotter Leander LLC	28.659	\$ 1,225,269	\$ 42,753
R529007	Sentinel/Cotter Leander LLC	18.026	\$ 814,471	\$ 45,183
R529008	Sentinel/Cotter Leander LLC	5.999	\$ 273,958	\$ 45,667
R529009	Sentinel/Cotter Leander LLC	26.973	\$ 1,166,174	\$ 43,235
R529010	Sentinel/Cotter Leander LLC	7.818	\$ 464,090	\$ 59,362
R529012	Sentinel/Cotter Leander LLC	16.987	\$ 589,251	\$ 34,688
	HOA	0.000	\$ 51,800	\$ -
<b>Totals</b>		<b>151.123</b>	<b>\$ 5,180,000</b>	

**PRELIMINARY AND SUBJECT TO CHANGE.**

**Legal Descriptions of each Parcel are included in Appendix C.**

**The Administrative Expenses for the Special Assessments are shown in the Annual Installment schedules for each Parcel as presented in Appendix B.**



**Executive Summary**

**October 02, 2014**

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**Agenda Subject:** Ordinance Case 14-OR-007: Consider action on an ordinance adopting Chapter 3, Article 3.08, Code of Ordinances, City of Leander, Texas, regarding the regulation of signs; and providing for a savings clause and repealing conflicting ordinances and resolutions.

**Background:** The City of Leander Sign Ordinance was adopted September 4, 2003 and updated on August 07, 2014. The following updates have been included with this revision:

- Clarification of political signs
- Updating the reference to the Tables
- Clarification of Appeal

**Origination:** City of Leander

**Financial Consideration:** None

**Recommendation:** Staff recommends approval.

**Attachments:** 1. Sign Ordinance

**Prepared By:** Bill Gardner  
Fire Chief

09/25/2014

**ORDINANCE NO.**

**AN ORDINANCE TO AMEND ARTICLE 3.08 OF THE CITY OF LEANDER, TEXAS CODE OF ORDINANCES, THE REGULATION OF SIGNS; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.**

**Whereas**, the regulation of signs within the City of Leander (the “City”) is necessary for pedestrian and traffic safety, the public health and safety, the preservation of property values, and the avoidance of unnecessary clutter;

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

That Chapter 3, Article 3.08, Code of Ordinances, City of Leander, Texas, is hereby replaced in its entirety, and shall read as follows:

**CHAPTER 3, ARTICLE 3.08: SIGNS**

SECTION 3.08.001. FIRST AMENDMENT RIGHTS.....2

SECTION 3.08.002. JURISDICTION. ....2

SECTION 3.08.003. AUTHORITY. ....2

SECTION 3.08.004. PURPOSE.....2

SECTION 3.08.005. APPLICABILITY – EFFECT.....3

SECTION 3.08.006. DEFINITIONS AND INTERPRETATION. ....3

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SECTION 3.08.008. SIGN STANDARD CRITERIA BY ROAD TYPES ..... 11

SECTION 3.08.009. EXEMPT SIGNS. .... 12

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SECTION 3.08.021. ENFORCEMENT.....34

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SECTION 3.08.023. CODE OF ORDINANCES. ....35  
SECTION 3.08.024. OPEN MEETINGS. ....35  
SECTION 3.08.025. EFFECTIVE DATE. ....35

**SECTION 3.08.001. FIRST AMENDMENT RIGHTS.**

This Ordinance shall not be construed, applied, interpreted nor enforced in a manner to violate the first amendment rights of any person, and the Building Official shall seek the advice and recommendation of the City Attorney prior to taking any action to enforce any provision of this Ordinance with respect to any non-commercial sign or speech by any person.

**SECTION 3.08.002. JURISDICTION.**

In accordance with the Texas Local Government Code, the provisions of this article shall apply to all signs in the city limits and to the areas in the city’s extraterritorial jurisdiction (ETJ).

**SECTION 3.08.003. AUTHORITY.**

The provisions of this Chapter are adopted pursuant to Texas Local Government Code Chapter 216 and the City Charter.

**SECTION 3.08.004. PURPOSE.**

The purpose of this Code is to promote the public health, safety and welfare through a comprehensive system of reasonable, effective, consistent, content-neutral, and nondiscriminatory sign standards and requirements. It is further determined that the provisions of this Code cannot achieve the end result desired unless the community voluntarily cooperates in upholding these provisions.

With these concepts in mind, this Code is adopted for the following purposes: To preserve and protect the public health, safety and welfare of the citizens of the City of Leander; to balance public and private objectives by allowing adequate signage for business identification; to maintain and enhance the aesthetic environment and the City’s ability to attract sources of economic development and growth; to improve pedestrian and traffic safety; to protect property values, the local economy, and the quality of life by preserving and enhancing the appearance of the streetscape which affects the image of the City of Leander; and to enable the fair and consistent enforcement of these sign regulations.

**SECTION 3.08.005. APPLICABILITY – EFFECT.**

- A. A sign may be erected, constructed, placed, painted, created, enlarged, moved or converted within the City of Leander and its extraterritorial jurisdiction only in compliance with the standards, procedures, exemptions, and other requirements of this Code.
- B. The effect of this Code as more specifically set forth herein, is:
  - (1) Provide functional flexibility, encourage variety, and create an incentive to relate signing to basic principles of good design;
  - (2) Provide an improved visual environment for the citizens of, and visitors to, the City of Leander;
  - (3) To establish a permit system to allow a variety of types of signs in commercial and industrial zones, and a limited variety of signs in other zones, subject to the standards and the permit procedures of this Code;
  - (4) To allow certain signs that are small, unobtrusive, and incidental to the principal use of the respective Lots on which they are located, subject to the substantive requirements of this Chapter, but without requirements for permits;
  - (5) To provide for Temporary Signs without Commercial Messages in limited circumstances; and,
  - (6) Provide cost recovery measures supporting the administration and enforcement of this Code.

**SECTION 3.08.006. DEFINITIONS AND INTERPRETATION.**

As used in this Ordinance, the following terms shall have the meaning indicated below unless the context clearly indicates otherwise. All other words and phrases shall be given their common, ordinary meaning, unless the context clearly requires otherwise:

*“A” Frame Sign* is a sandwich board sign constructed in such a manner as to form an “A” or tent-like shape, hinged or not hinged at the top and each angular face held at an opposite distance by a supporting member.

*Abandoned Sign* is a sign which for a period of at least ninety (90) consecutive days advertises or identifies a business establishment that has been closed or abandoned.

*Actively being built* means the project or subdivision has continuous construction efforts underway to complete the project.

*Animated Sign* is a sign which has any visible moving part, flashing or oscillating lights, visible mechanical movement of any description, or other apparent visible movement achieved by any means that move, scroll, rotate revolve, change, flash, osculate or visibly alters in appearance of the sign. This shall specifically exclude barber poles and time/temperature signs.

*Announcement Sign* means a residential sign located on a fence or window that makes an announcement, such as, no trespassing, beware of dog, or children/animals inside for police or fire.

*Architectural Feature* is any element or details of a building or structure that defines its style, such as, but not limited to, windows, doors, and building material coursing patterns.

*Area Identification Sign/Entry Feature Sign* is any sign or entry feature identifying the name of a subdivision, district or development with multiple buildings grouped together with a distinct identity.

*Armature Sign* is a freestanding sign that hangs, suspended by chains, hooks, or similar means, below an arm extending horizontally from a single vertical support affixed to the ground.

*Arterial Streets* are designed to carry high volumes of through traffic. Access is usually limited to intersections and major driveways. Arterial streets serve as a link between major activity centers within the urban area. These roadways are also identified as Arterials on the Transportation Plan.

*Awning* means a shelter constructed of materials on a supporting framework that projects from and is supported by the exterior wall of a building.

*Awning/Canopy Sign* is any sign that is painted on or applied directly to, and contained entirely within the face, valance, or side panels of an awning/canopy. When the shelter is made from rigid materials, a sign may be mounted to the underside or top.

*Bandit Signs* are temporary signs, usually of cardboard or foam board and mounted on angle iron or a wooden stake.

*Banner* means a sign made of fabric or any non-rigid material.

*Base (of a sign)* is the portion of a sign that is in contact with the finished grade, and acts as the sign structure.

*Billboard* means a sign advertising products not made, sold, used or served on the premises upon which the sign is located.

*Building Official* includes his/her designee.

*Building Scrim Sign* is a large non-rigid banner of a durable, mesh, fabric material that allows air and light to pass through, used to wrap a building or portion of a building with items of information.

*Building Sign* is any sign attached to any portion of a building, including accessory buildings and structures, on windows, and attached or placed on awnings/canopies.

*Cabinet Sign* is a sign, which is typically internally lit and contains all of its components and items of information within a single enclosure and whose perimeter is not shaped to the content of the sign and where the sign face is differentiated from the structure against or within which a sign face is placed. Logos, pan-faced signs, raceways, and taglines shall be exempt from this definition.

~~Candidate Signs are any device announcing or promoting the candidacy of one or more persons for elective public office, or concerning any political issue appearing or which is to appear on the ballot in any public election.~~

*Canopy* See awning/canopy sign.

*Cap (of a sign)* is the uppermost surface or part of a sign that is usually added as a decorative feature.

*Changeable Message* includes items of information that may be changed or rearranged through manual, mechanical or electrical means, including time and temperature messages and EMC's.

*Channel Letters* are individually constructed and individually illuminated letters, graphics, or graphic elements.

*City* means the City of Leander, a municipal corporation in the State of Texas.

*Civic Sign* is a temporary stake sign that publicizes times or locations of meetings or special events of homeowners associations, religious organizations or groups, or civic groups. This definition excludes directional signs for regularly scheduled religious events. A civic sign may also publicize times or locations of special events for schools and athletic team registrations.

*Clearance (of a sign)* means the smallest vertical distance between the grade of the adjacent street curb and the lowest point of any sign, including framework and embellishments, but excluding sign supports.

*Collector Streets* are streets with the primary function of a collector street is to intercept traffic from intersecting local streets and expedite the movement of this traffic in the most direct route to an arterial street or other collector street. These roadways are also identified as Collectors on the Transportation Plan.

*Contractor Sign* is a sign which indicates the name of the contractor working on a project.

*Construction Sign* is a sign which indicates the names of architects, engineers, landscape architects, contractors, and/or sponsors, etc. having a role or interest with respect to the structure or project.

*Directional Sign* is any sign relating solely to internal pedestrian and vehicular traffic circulation within a complex or project without any form of advertising.

*Director of Planning* includes his/her designee.

*Electrical Sign* means a sign containing electrical wiring, connections, or fixtures, or utilizing electric current, but not including a sign illuminated by an exterior light source. *Electronic Messaging Center (EMC)* is any sign using an array of lights which can be programmed to provide items of information as a changeable message displayed through electronic means.

*External Illumination (of a Sign)* is light shining on the outer surface of a sign. Includes backlit signs when 1 shielding is provided.

*Facade* means all building wall elevations, including any vertical extension of the building wall (parapet), but not including any part of the building roof.

*Face Change* means the replacing or revision of the logos, wording, etc. included on the front of the sign by means of replacing the physical material or by repainting or similar process. This includes change of business. This does not include changeable copy signs.

*Festoon* is fabric suspended, draped, and bound at intervals and suspended between two locations or points.

*Fine Art* means sculpture, fountain, or similar object, and containing no reference to or image of a business or its logo, is not considered as a sign.

*Finished Grade* is the completed elevations of lawns, walks, roads and other surfaces brought to a grade as designed.

*Flag* means fabric containing distinctive colors and patterns that represent an official symbol of a nation, state, school, religious group, or other type of public institution.

*Flashing* means to light suddenly or intermittently, including rotating, pulsating or a light source that changes or alternates the color of the light in sequence.

*Freestanding Sign* is a sign that is not attached to a building but is permanently attached to the ground.

*Frontage* means a boundary line separating public right-of-way from the lot.

*Future Development Sign (Temporary construction, real estate, or development sign)* is a freestanding or wall sign advertising the construction, remodeling, development, sale, or lease of a building or the land on which the sign is located.

*Government Sign* is a sign installed, maintained, or used (i) by the city, county, State of Texas or the federal government, required or specifically authorized for the public purpose pursuant to regulations promulgated by the state or federal government, (ii) a traffic-related sign installed by any government agency within public right-of-way, or (iii) convey information to the public regarding city, state, or federal government activities and events.

*Hanging Sign* is any sign suspended from an awning, canopy, eave or overhang, typically by a chain, hooks, brackets or similar devices intended to affix hanging signs to a building.

*Holiday Decorations* are signs or displays including lighting which are a nonpermanent installation celebrating national, state, and local holidays or holiday seasons.

*Height (of a sign)* means the vertical distance between the grade of the adjacent street curb, measured to the highest point of the sign.

*Home Improvement Sign* is a temporary stake sign that displays the name of a roofing, fence, pool, paint, landscape, or other home improvement contractor.

*Human Sign* means a sign held or attached to a human employed to advertise or otherwise drawing attention to an individual, business, commodity, service, activity, or product. A person dressed in costume for the purpose of advertising or otherwise drawing attention to an individual, business, commodity, service, activity, or product shall also be construed as a human sign.

*Incidental Sign* is a small sign, emblem, or decal informing the public of goods, facilities, or services available on the premises (e.g. a credit card sign or a sign indicating hours of business).

*Inflatable Sign* is any hollow sign expanded or enlarged by the use of gas or air.

*Information Signs* include bulletin boards, changeable copy directories, signs relating solely to publicly owned institutions (city, county, state, school district), or non-profit organizations (churches, homeowners associations) intended for use by the institution on which the sign is located.

*Illuminated Sign* means any sign which has characters, letters, figures, designs or outline illuminate directly or indirectly by electric lights, luminous tubes or other means.

*Light Pole-Mounted Banner* is a banner mounted on a vertical light pole.

*Local Streets* are streets with the primary function of a local street is to serve abutting land use and traffic within a neighborhood or limited residential district. A local street is not generally continuous through several districts.

*Logo* is an emblem, letter, character, pictograph, trademark, color scheme, or symbol that is registered, trademarked, or used in media to represent any firm, organization, entity, product, or service.

*Lot* is a single, legally created parcel of land intended as a unit for transfer of ownership or for development and having frontage on a dedicated street.

*Low-profile Sign* is a freestanding sign, with a base measuring one hundred (100%) percent of the width of the sign..

*Mansard Roof* is the style of roof where there are two (slopes) to the roof structure.

*Marquee* means a permanent roof-like structure or awning or rigid materials attached from, supported by, and extending from the facade of a building, including a false "mansard roof".

*Memorial Signs* or tablets include freestanding historical markers in accordance with state historical standards, and/or cornerstones with names and dates of construction of a building when cut into a building surface or inlaid upon it to become part of the building.

*Menu Boards* are freestanding or wall signs used for the purpose of informing patrons of food which may be purchased on the premises.

*Model Homes Sign* is a temporary real estate sign placed in front of a group of model homes that is removed from the premises upon sale of the last model.

*Monument sign* is any freestanding sign where the entire bottom of which is attached directly to the ground or is supported by a sign structure that is a base whose width measures at least seventy-five (75%) of the width of the sign that is placed or anchored in the ground.

*Multi-tenant Center Sign* means a sign advertising two or more retail, wholesale, business, industrial, or professional uses (not necessarily under single ownership) utilizing common facilities including off-street parking, access, or landscaping.

*Multi-tenant Center Identification Sign* means the portion of the sign that identifies the general name of the center or development as a whole. The sign shall include only the name and address of the development.

*Mural* means a work of art applied directly to a wall, ceiling, or floor surface where forms and/or figures are the dominant elements and not intended for commercial advertising.

*Nameplate* is a non-electrical, on-premise sign which communicates only the name of the occupant of the address of the premises.

*Neighborhood Information Kiosks* are signs utilized and maintained by a Homeowners Association or a neighborhood association with a legal entity for the purpose of conveying information related to association activities to the association members.

*Nonconforming Sign* means a sign that was lawfully installed at its current location but that does not comply with this Code.

*Occupant Frontage* is the length of a wall of a building occupied by a single business or by multiple businesses with a single entrance, which faces either a dedicated public street or internally to a parking or driveway of a multi-tenant center.

*Off-premise sign* is a sign referring to goods, products or services provided at a location other than that which the sign occupies.

*On-premise Sign* means a sign identifying or advertising the business, person, activity, goods, products, or services located on the site where the sign is installed, or that directs persons to a location on that site.

*On-Site "Burma Shave" Signs* are intended to provide information and direction to potential homebuyers within a recorded subdivision in which new homes are actively being built.

*Parapet* means the extension of a false front or wall above a roof line.

*Point-of-Sale Sign* is a sign advertising a retail item accompanying its display (e.g., an advertisement on a product dispenser).

~~*Political Sign* is a temporary stake sign relating to the election of a person to a public office, relating to a political party, or relating to a matter to be voted upon at an election called by a public body.~~

*Political Signs* are any device announcing or promoting the candidacy of one or more persons for elective public office, or concerning any political issue appearing or which is to appear on the ballot in any public election.

*Portable signs* are signs not permanently affixed to a building, structure, or the ground; designed or installed in a manner allowing the sign to be moved or relocated without any structural or support changes. This definition includes a "A" and "T" frame signs.

*Projecting Sign* means a sign attached to and projecting out from a building face or wall more than twelve (12) inches, generally at a right angle.

*Pylon signs* are freestanding signs that are supported by a structure extending from and permanently attached to the ground by a foundation or footing, with a clearance between the ground and the sign face.

*Real Estate Signs* are signs posted by an owner or owner's agent to indicate sale or lease of the property.

*Roof Sign* means any sign installed over or on the roof of a building.

*Scoreboards* are signs erected at an athletic field or stadium and which are generally used to maintain the score or time expired in an event at the field or stadium. This definition shall also include signs mounted or applied to the outfield wall within a baseball field.

*Searchlight* means a searchlight used to direct beams of light upward for advertising purposes.

*Seasonal Decorations* means special lighting, banners or other forms of physical art celebrating seasonal events or holidays.

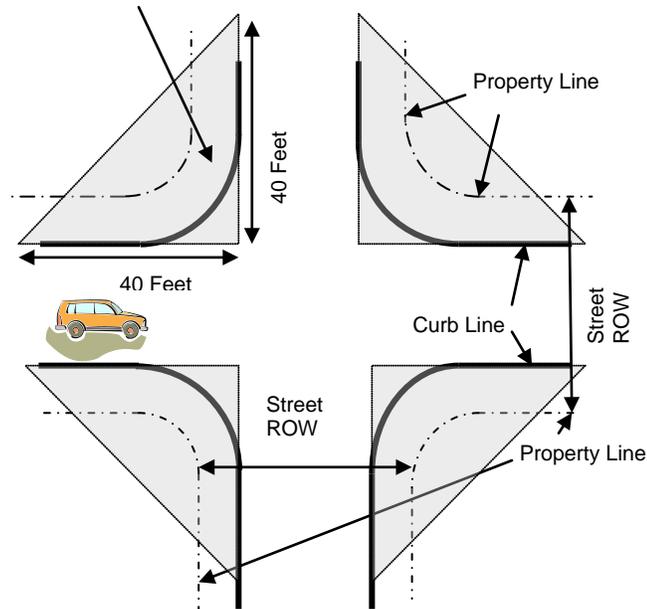
*Security Sign* is a sign which identifies emergency telephone numbers, hours, and security information.

*Sign* means any surface, display, design, or device visible from public right-of-way on which letters, illustrations, designs, figures, or symbols are painted, printed, stamped, raised, projected, outlined or attached in any manner whatsoever. The term "sign" includes the supporting structure of the sign.

*Sign Area* includes all lettering, wording, logos, design, symbols, framing, roofing, and cabinets, or modules, calculated according to the provisions established in this Code.

*Sight Triangle* means the area within a right triangle formed by extending the curb lines of intersecting streets from the point of intersection for a distance of forty-five (45) feet to the hypotenuse, or for streets intersecting a driveway or alley for a distance of twenty (20) feet to the hypotenuse.

Sight Line Visibility Triangle: Area (shaded) in which no visual obstruction is permitted between three feet and eight feet above curb elevation.



*Stake Sign* means a temporary sign that utilizes the support structure to anchor the sign to the ground by inserting the support structure into the ground.

*Subdivision* means, for purposes of this chapter, the subdivision in its entirety, not a phase, section, village, unit, or product line.

*Subdivision Development Identification Signs* are defined as 1) Primary Entrance Signs, 2) Secondary Entrance Signs, and 3) Tertiary Entrance Signs, and are used to define various entries of the subdivision.

*Swooper Flag* is a temporary, freestanding, vertical sign consisting of a loose poly-knit sign face that flutters in the wind from a harpoon-style pole or staff driven into the ground for support.

*“T” Frame Sign* is a sign that is constructed in such a manner as to form an inverted “T.”

*Temporary Wall Sign* is considered a banner sign.

*Traffic control signs* are small signs on private property indicating interior circulation of parking areas on site, warn of obstacles or overhead clearance, or designate permissible parking.

*Vehicle Sign* is a sign that is attached to or placed in or on a truck, bus, car, trailer, boat, recreations vehicle, or any other vehicle. Vehicle signs shall exclude bumper stickers, license plates, and inspection stickers.

*Vending Machine Sign* is a sign that is attached to a vending machine or gasoline pump and which generally advertises the products dispensed from the vending machine or gasoline pump.

*Wall Sign* is a sign attached to the facade of a building or a canopy. Wall signs include signs on or affixed to walls, windows, awnings, or other parts of the exterior of a building or canopy.

*Window or door surface signs* are signs visible from the public street or sidewalk and are installed or applied on or in a window or door or a sign that is located within three (3) feet of a window.

**SECTION 3.08.007. LAND USE CATEGORIES.**

For purposes of this Code, all territory within the City’s jurisdiction is classified into a Land Use (L.U.) Category. Those properties within the city limits are classified based upon their zoning district classification. Those properties located within the extraterritorial jurisdiction shall be classified by the Building Official or the Director of Planning based upon the existing or proposed use and which zoning district would be the most restrictive zoning district in which that use would be permitted. Classification into a category is for the purposes of signage only and in no manner establishes vested use rights towards the assignment of zoning should the property be annexed into the city limits of Leander.

- A. *Single-Family Residential L.U. Category* includes single-family districts as defined by the Composite Zoning Ordinance or equivalent use in the City’s Extraterritorial Jurisdiction (“ETJ”). Non-residential uses permitted in the identified residential districts shall be included in the Non-Residential L.U. Category below.
- B. *Multi-family Residential L.U. Category* includes any zoning districts defined by the Composite Zoning Ordinance that permit two or more dwellings on a single lot or equivalent use in the ETJ. Non-residential uses permitted in the identified residential districts shall be included in the Non-Residential L.U. Category below.
- C. *Non-Residential L.U. Category* includes commercial and industrial districts as defined by the Composite Zoning Ordinance or equivalent use in the ETJ and permitted non-residential uses in zoning districts included in the Residential and Multi-family Residential L.U. Categories.

**SECTION 3.08.008. SIGN STANDARD CRITERIA BY ROAD TYPES**

- A. Standards for signs shall be determined either by:
  - (1) The type of road adjacent to the lot or multi-tenant center; or
  - (2) The type of road which an occupant frontage faces.

- B. Road Types. All roads fall within one of the following road types: Toll, Arterial, or Collector/Local Roads. A roadway type may change over time. A roadway may have more than one type along its length.
  - (1) Toll Road. For the purposes of this Chapter, Toll Roads shall include only the following road: 183A Toll
  - (2) Arterial Roads. For the purposes of this Chapter, Arterial Roads shall include arterials as identified on the Transportation Plan.
  - (3) Collector/Local Roads. For the purposes of this Chapter, Collector/Arterial Roads shall include collectors as identified on the Transportation Plan and any road not classified as a Toll Road or Arterial on the Transportation Plan.

**SECTION 3.08.009. EXEMPT SIGNS.**

The following signs shall be exempt from obtaining a sign permit provided that standards of this Code shall be met:

- A. Any Public Notice, or warning required by a valid and applicable federal, state, or local law, regulation or ordinance;
- B. Any sign inside a building, not attached to a window or door, that is not legible from a distance of more than three feet beyond the lot line of the lot or parcel on which such sign is located;
- C. Works of art that do not include a commercial message;
- D. Holiday lights and decorations with no commercial message;
- E. Government signs erected by the city, county, state, or federal government in furtherance of their governmental responsibility;
- F. Memorial signs or Tablets and building markers displayed on public or private buildings and Tablets or headstones in cemeteries;
- G. Signs prepared by or for the local, state or federal government marking sites or buildings of historical significance;
- H. Address and postbox numerals conforming to incidental sign regulations;
- I. Onsite real estate “for sale” signs;
- J. Political signs on private property, including private passenger vehicle;

(1) A temporary sign that refers or relates to issues, candidates or political measures that constitute the subject of an election.

(a) Allowed uses: Reference to issues, candidates or political measures involved in a political election.

(b) Permit: Not required.

(c) Maximum height:

(1) On private real property: Eight feet.

(2) On public property: Three feet. (See Placement Exception)

(d) Maximum area:

(1) On private property: Thirty-two square feet.

(2) On public property: Eight square feet. (See Placement Exception)

(e) Placement:

(1) Political signs may be placed on any private property, but only with the written consent of the owner or occupant of the property upon which the signs are to be placed.

(2) Except as specified herein, placement of political signs on public property or right-of-way is strictly prohibited. Exception: On Election Day political signs may be placed on public property or right-of-way under the following conditions, signs must be outside the one hundred foot marker of the polling place but can be no greater distance from the polling place than the abutting public right-a-way to the polling location.

(3) No political sign legally displayed on public property may be attached to other signs of any type.

(4) No political sign may be placed in any location or manner that may constitute or create a traffic hazard.

(5) Political signs may be placed on fences located entirely on private property when such signs are in compliance with all other requirements of this section, including the maximum height and area specified in subsections (c) and (d) of this section.

(f) Maximum number: Not applicable.

(g) Duration: On private property, political signs:

(1) May not be displayed more than 30 days before Election Day;

(2) Must be removed within five days after Election Day.

(3) Political signs may be displayed from the original election until the next election during a runoff campaign. The signs must be removed prior to the 10th day following the election.

(h) Duration: On public property, political signs:

(1) May not be displayed more than 12 hours prior to the opening of a polling location on Election Day;

(2) Must be removed within one business days after Election Day.

(i) Feature: political signs:

(1) Must be in good repair and not torn or damaged;

(2) May not have lighting, sound, or distracting to drivers.

(j) All political signs must be in accordance with all applicable county, state or federal regulations.

J.K. Use of Temporary Decorations as Signs otherwise referred to as decorative festoon, meaning tinsel, strings of ribbon, small commercial flags, or streamers, may be used as temporary enhancement of signage in a multi-family project providing these devices have no glare, no moving parts, are maintained, and comply with all codes and policy guidelines governing their safe use. No lettering is permitted on these items. Use of these decorations shall be limited to a maximum period of up to sixty (60) days per calendar year;

K.L. Signs for vendors that are exempt under the City's Solicitor/Temporary Vendors Ordinance;

L.M. Contractor Signs;

M.N. Garage sale signs; and

N.O. Building addresses, except as required on freestanding signs.

**SECTION 3.08.010. PROHIBITED SIGNS AND ACTIVITIES.**

Any sign not specifically authorized by this Code is prohibited unless required by law. The following signs and conditions are prohibited unless allowed as part of a special events permit:

- A. Signs shall have no: flashing copy or lights; revolving beacon lights; chasing, blinking, or stroboscopic lights; or, fluttering, undulating, swinging, or otherwise moving parts. For purposes of this Code an electronically controlled changeable-copy sign is not considered a flashing sign unless it directly falls under the definition of "flashing" as defined in this Code;
- B. No billboards shall be permitted. No other off-premise signs shall be permitted, except as specifically authorized in this Code;
- C. Freestanding cabinet signs that do not have a surround;
- D. Abandoned signs, with the exception of free standing signs where items of information shall be removed and the sign display area left so that it does not indicate the former use;
- E. Any sign located within, on, or projecting over a property line which borders a public or private street, highway, alley, lane, parkway, avenue, road, sidewalk, or other right-of-way, except as provided in this Chapter. The Permits Division personnel may cause to be removed any temporary or portable sign erected or displayed upon, or projecting into public property;
- F. Any sign attached to any public utility pole or structure, street light, tree, fence, fire hydrant, bridge, curb, sidewalk, park bench, or other location on public property, except as provided herein;
- G. Any sign placed, which by reason of its location, will obstruct the view of any authorized traffic sign, signal or other traffic control device or which by reason of shape, color, or position interferes with or could be confused with any authorized traffic signal or device;
- H. Any sign which constitutes a traffic hazard including but not limited to signs containing words such as "stop," "look," "danger;"
- I. Any sign placed within a sight triangle;
- J. Animated signs;
- K. Swooper flags;
- L. Bandit Signs;
- M. Human Signs;
- N. Pole Signs;
- O. Inflatable Signs;
- P. Festoons, tethered balloons, pennants, searchlights, streamers, and any clearly similar attention getting features and devices;
- Q. Any sign which is placed so as to prevent or inhibit free ingress to or egress from any door, window, or any exit way required by the International Building Code, or by Fire Department Regulations;
- R. Any sign which emits audible sound, odor, smoke, steam, laser or hologram lights, or other visible matter, including any sign that employs any stereopticon, or motion picture projection;
- S. Any sign placed, mounted, attached or painted on a trailer, boat, or motor vehicle when parked, stored, or displayed conspicuously on the public right-of-way or private premises in a manner intended to attract the attention of the public. This provision expressly excludes business signs that are permanently painted on, or magnetically

attached to motor vehicles or rolling stock that are regularly and consistently used to conduct normal business activities;

- T. Roof signs, excluding mansard roofs when constructed in compliance with this Code;
- U. Banners and Temporary Signs except as provided herein; and,
- V. Signs or banners erected or affixed within or projecting over any public right-of-way except as provided herein.

**SECTION 3.08.011. GENERAL PROVISIONS.**

**A. Sign Measurement Criteria.**

(1) Sign Area Measurement. Sign area for all sign types is measured as follows:

- a. Sign copy mounted, affixed, or painted on a background panel or area distinctively painted, textured, or constructed as a background for the sign copy, is measured as that area contained within the sum of the smallest rectangle(s) that will enclose both the sign copy and the background.



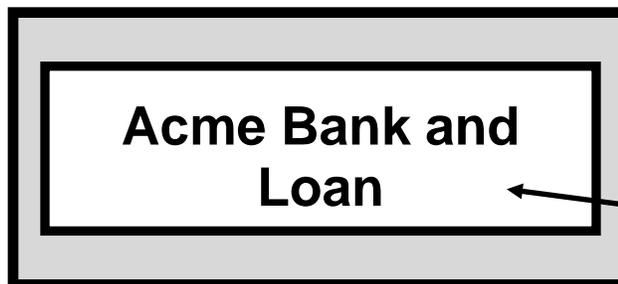
◀ Calculate the area inside defined border or inside contrasting color area

- b. Sign copy mounted as individual letters or graphics against a wall, fascia, mansard, or parapet of a building or surface of another structure, that has not been painted, textured, or otherwise altered to provide a distinctive background for the sign copy, is measured as a sum of the smallest rectangle(s) that will enclose each word and each graphic in the total sign.



◀ Calculate the area around copy elements only

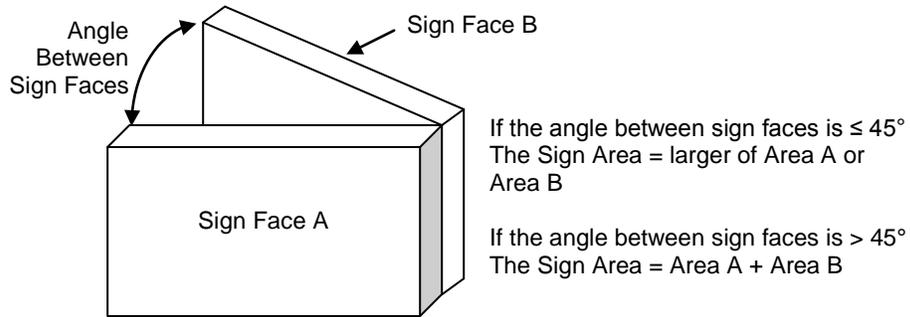
- c. Sign copy mounted, affixed, or painted on an illuminated surface or illuminated element of a building or structure, is measured as the entire illuminated surface or illuminated element which contains sign copy. Such elements may include, but are not limited to lit canopy fascia signs; cabinet signs; and/or interior lit awnings.



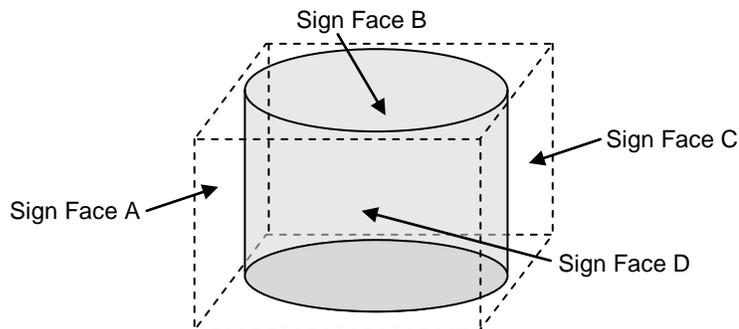
◀ Calculate the area of the entire illuminated surface

← Illuminated surface

- d. Multi-face signs are measured as follows:
  - i. Two (2) face signs: If the interior angle between the two (2) sign faces is forty-five degrees (45°) or less, the sign area is of one (1) sign face only. If the angle between the two (2) sign faces is greater than forty-five degrees (45°), the sign area is the sum of the areas of the two (2) sign faces.



- ii. Three (3) or four (4) face signs: The sign area is fifty percent (50%) of the sum of the areas of all sign faces.
- e. Spherical, free-form, sculptural, or other non-planar sign area is fifty percent (50%) of the sum of the areas using only the four (4) vertical sides of the smallest four-sided polyhedron that will encompass the sign structure. Signs with greater than four (4) faces are prohibited.



- (2) Sign Height Measurement. Sign height is measured as follows:
  - a. Freestanding Signs: The height of a freestanding sign shall be computed as the distance from the base of the sign at normal grade to the top of the highest attached component of the sign. The height of any monument sign base or other structure erected to support or adorn the sign is measured as part of the sign height. If a sign is located on a mound, berm, or other raised area for the sole purpose of increasing the height of the sign, the height of the mound, berm, or other raised area shall be included in the height of the sign.

- b. **Building Mounted Signs:** The height of wall, fascia, mansard, parapet or other building mounted signs is the vertical distance measured from the base of the wall on which the sign is located to the top of the sign or sign structure.
- B. Sign Illumination.** All permanent signs may be non-illuminated, illuminated by internal, internal indirect (halo), or lit by external indirect illumination, unless otherwise specified. Signs shall have no: flashing copy or lights; revolving beacon lights; chasing, blinking, or stroboscopic lights; fluttering, undulating, swinging, or otherwise moving parts. For purposes of this Code an electronically controlled changeable-copy sign is not considered a flashing sign unless it directly falls under the definition of "flashing" as defined in this Code.
- (1) **Internal Illumination.** Outdoor, internally illuminated signs, including but not limited to awning/canopy signs, cabinet signs (whether freestanding or building mounted), changeable copy panels or service island signs, shall be constructed with an opaque background and translucent letters and symbols, or with a colored background and lighter letters and symbols. Where white is part of a logo, it is permitted in the logo only, provided that such logo shall represent not more than fifty percent (50%) of the total sign area permitted.
  - (2) **External Indirect Illumination.** Externally lit signs are permitted to be illuminated only with steady, stationary, down directed and shielded light sources directed solely onto the sign. Monument signs may have ground mounted lighting when said lighting is in compliance with this Section. Light bulbs or light tubes, excluding neon, used for illuminating a sign shall not be visible from adjacent public rights-of-way or residential properties.
  - (3) A sign lighted by incandescent light shall be installed to protect the driver of a vehicle from dangerous glare and to maintain visual clearance of all official traffic signs, signals and devices.
  - (4) **Neon.**
    - a. Exposed neon tube illumination is permitted on permanent signs in non-residential sign categories only.
    - b. Neon illumination utilized as a sign copy projection, border, frame, or other embellishment of sign copy, or other features consistent with the definition of "Sign" in this Code, shall not be included in the total square footage of the sign, provided the measured area of any such projection or detailed embellishment does not exceed twelve (12) square feet in area. Where such augmentations do exceed twelve (12) square feet in area, such features shall be included and counted against the permitted sign area for the use.
  - (5) All electronic message signs must meet the following illumination standards:
    - a. No sign shall be brighter than is necessary for clear and adequate visibility.
    - b. No sign shall be of such intensity or brilliance as to impair the vision of a motor vehicle driver or to otherwise interfere with the driver's operation of a motor vehicle.
    - c. No sign shall be of such intensity or brilliance that it interferes with the effectiveness of an official traffic-control sign, device or signal.
    - d. All signs must be equipped with a mechanism that automatically adjusts the brightness of the display in response to ambient conditions, such that the display is automatically dimmed as ambient light levels decrease.
    - e. The illumination of a sign at full brightness shall not exceed 0.3 footcandles above the footcandle level with the sign turned off when both measurements are taken perpendicular to the sign at a distance determined by the following

formula: measurement distance = square root of area of sign in square feet x 100.

- f. All signs shall contain a default mechanism that will cause the sign to revert immediately to a black screen if the sign malfunctions.

**C. Construction and Maintenance.** All signs shall be constructed and maintained in accordance to the following standards:

(1) Construction.

- a. All signs shall comply with the applicable provisions of the adopted versions of the International Building Code and International Electrical Code.
- b. Any sign as defined in this Code, shall be designed and constructed to withstand wind pressures and receive dead loads as required in the building code adopted by the City of Leander. Any sign, other than a wall sign, shall be designed, installed, and maintained so that it will withstand a horizontal pressure of thirty (30) pounds per square foot of exposed surface.

(2) Maintenance. All signs shall be maintained in good structural condition, in compliance with all building and electrical codes, and in conformance with this Code, at all times.

- a. The Building Official shall have the authority to order the painting, repair, or removal of a sign and accompanying landscaping which constitutes a hazard to safety, health or public welfare by reason of inadequate maintenance, dilapidation, obsolescence or abandonment.
- b. If the Building Official finds that any sign is maintained in violation of the provisions of this Code, he/she shall give written notice of the violation to the owner or person entitled to possession of the sign of the owners of the property where the sign is located by certified and regular mail, or by personal delivery. If the City is unable to contact the owner by mail or personal delivery, the requirements of written notice shall be fulfilled by publishing notice in the newspaper.
- c. If the person fails to alter or remove the sign so as to comply with this Code within thirty (30) days after notice has been given, the Building Official may cause the sign to be altered or removed at the expense of the owner or person entitled to possession of the property or sign, or to the owner's of the property, and shall, upon the determination of the expenses, certify them to the City.
- d. If appealed, this decision shall be subject to review by the ~~Planning and Zoning Commission~~Board of Adjustment/Appeal in accordance with the provisions herein. Notification shall be by certified mail. If within fifteen (15) days, the maintenance orders are not complied with, the Building Official may order the sign removed at the owner's expense under the provisions of this ordinance.
- e. The Building Official shall notify the owner or person entitled to possession of the sign or property of the total costs incurred for the alteration or removal of the sign, and if that person fails within thirty (30) days after the date of notification to pay the entire costs and expenses of the repair, alteration or removal, then the costs and expenses shall become a lien against the property.

**SECTION 3.08.012. PERMITTED SIGNS.**

The following sign types are permissible upon issuance of a sign permit, unless exempted in Section 3.08.009, subject to the following conditions and specification listed in this section of this Code. Signs that do not comply with the following conditions and the specifications are considered prohibited, including exempted signs. Table 1 identifies the permitted signs by type and Land Use Category.

**A. Temporary Signs**

(1) Banner Signs.

- a. Maximum sign area is forty-eight (48) square feet.
- b. Maximum height is four (4) feet.
- c. Location is restricted to a setback of ten (10) feet from property line adjacent street right-of-way.
- d. Time restriction per sign is two (2) weeks four (4) times per calendar year. The periods may be combined. Each tenant space or building located on a single lot or in a complex shall be allowed an individual banner as regulated per this Code.
- e. Spacing of signs shall be a minimum of eighty (80) feet between banners.
- f. Banner Signs are permitted to extend over public right-of-way on U.S. Highway 183 only. A copy PEC’s approval shall be submitted with the permit application.

(2) “A” and “T” Frame Signs,

- a. The maximum sign area is twelve (12) square feet.
- b. The maximum height is four (4) feet.
- c. Location is restricted:
  - (i) Signs shall be placed on the property where the business is located.
  - (ii) Sign shall not be located in a manner to impede pedestrian movement. An unobstructed pedestrian clearance of at least four (4) feet in width shall be provided adjacent to the sign.
  - (iii) Shall not be located in required parking spaces.
  - (iv) Shall be placed no closer than twenty (20) feet from other “A” or “T” signs.
- d. Time restriction per sign is limited to during to business hours only.
- e. Quantity is restricted. One (1) per business or tenant on the property.



- (3) Future Development Signs,
- a. Maximum sign area:
    - (i) Freestanding – forty (40) square feet
    - (ii) Wall signs – ten (10) percent of building or lease space façade it is attached to.
  - b. The maximum height is per Land Use Category listed in Table 10.1. Road Type and shall comply with the heights associated with Freestanding – Monument signs as listed in Section 3.08.012 (B)(5).
  - c. Location is restricted to be located on the property where activity is to occur.
  - d. Quantity is restricted:
    - (i) One (1) freestanding sign per street frontage.
    - (ii) One (1) wall sign per single tenant building or per tenant space.
  - e. Time restriction per sign is limited to display no earlier than thirty (30) days before the commencement of the activity and shall be removed no later than thirty (30) days after the activity is completed, or the installation of a permanent sign, whichever occurs first.
- (4) Vending Machine Signs,
- a. Maximum sign area is restricted to the surface area of the vending machine or gasoline pump.
  - b. One four (4) square foot sign per machine or pump may project a maximum of two (2) feet above the top of said machine or pump.
- (5) Stake Signs – All Stake signs are subjected to the following area and height restrictions unless otherwise specified:
- a. Maximum sign area is six (6) square feet.
  - b. Maximum height is three (3) feet.
  - c. Multi Family Complex:
    - (i) Location restricted – signs shall not be placed closer than sixty (60) feet from one another and a minimum of thirty (30) feet from a side property line.
    - (ii) Time restricted – signs may be placed between the right-of-way and the front of the building(s) no earlier than Friday noon (12:00 P.M.) and removed by Sunday at 6:00 p.m.
  - d. Civic:
    - (i) Time restricted – signs shall be erected no more than seven (7) days prior to the meeting or event and removed no more than forty-eight (48) hours after the meeting or event.
  - e. Garage Sale:
    - (i) Time restricted – signs shall only be posted Thursday, Friday, Saturday and Sunday. All signs shall be removed by midnight of the last days of the sale or Sunday, whichever comes first. Signs removed by the City will be subject to a fine of fifty dollars (\$50) for up to five (5) signs removed, with ten dollars (\$10) for each additional sign removed due and payable by the property owner on which the sale occurred.
    - (ii) Location restricted – signs shall be located on private property. Signs located on private property away from the sale site shall have permission from property owner.
  - f. Contractor Signs.
    - (i) Maximum Sign Area shall not exceed a maximum of four (4) square feet.

- (ii) Maximum height is two (2) feet.
- (iii) Location is restricted: Contractor signs shall not be placed in the public right-of-way and shall not be located within any sight triangle.

(6) Government Signs:

- a. Maximum area and height – no restrictions.

(7) Open House:

- a. Time restricted – shall be erected no earlier than one (1) hour prior to the time of the open house and shall be removed no later than one (1) hour after the time of the open house.

(8) Residential Real Estate Signs:

- a. Quantity – Maximum of one (1) sign per street frontage.

(9) Model Home Signs:

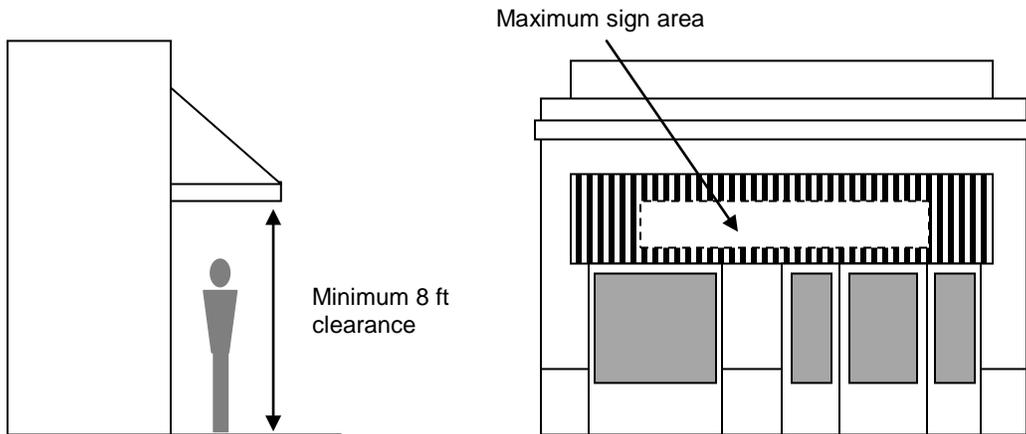
- a. Maximum sign area is thirty-two (32) square feet.
- b. Maximum height is eight (8) feet.
- c. Location restricted – shall be placed in front of a cluster of one or more model homes per builder.
- d. Quantity restricted – One (1) sign per cluster of model homes per builder.
- e. A nameplate sign that identifies the individual product name is exempt if it does not exceed three (3) square feet nor three (3) feet in height.
- f. Time restricted – All model home signage shall be removed from the premises upon sale of the last model in the cluster.

**B. Permanent Signs**

(1) Awning and Canopy Signs

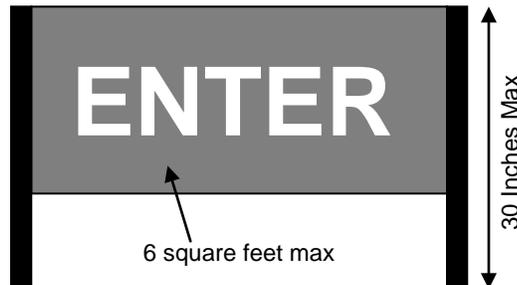
Building Criteria	Signs shall be integrated into the awning/canopy unless the awning/canopy is made of a rigid material, in which case the sign may be mounted onto it.					
Number, Amount of Building Signage/Items of Information	This type of sign shall only be permitted if total sign display area of all building signs does not exceed the square footage allowance for wall signs. The maximum square feet of sign display area for awning/canopy signs applies to total amount of information on all awnings/canopies combined.					
Sign Size By Road Type per Occupant Frontage (Amount allowed shall be whichever measurement is less)		<b>Toll Road</b>	<b>Arterial Road</b>	<b>Collector / Local Road</b>	<b>Not Facing a Public ROW</b>	<b>Adjacent to Single Family or Two Family Zoned Property</b>
	Maximum square feet of sign display area	30	25	20	20	0

	for all combined					
Placement (on building)	Signs attached to the top of a rigid awning/canopy shall not project above the wall or parapet. Eight feet of clearance shall be required underneath any sign.					
Materials & Design	Sign applied to a flexible surface such as fabric shall be integrated into the fabric. Signs attached to a rigid awning/canopy shall be made of painted or enameled metal or painted or sealed wood.					
Lighting	No illumination shall be permitted except by lighting attached to a building or integrated into a rigid awning/canopy.					
Electronic Messaging Center (EMC)	Not permitted.					



(2) Directional

- a. Maximum sign area is six (6) square feet.
- b. Maximum height is thirty (30) inches.
- c. Location restricted – shall be located internally of the project site a minimum of seventy-five feet from all public right-of-way.
- d. Style of signs shall be consistent with building materials and architecture of building within the project site.



(3) Flags:

- a. The maximum area is sixty (60) square feet.
- b. The maximum height of a flagpole or other supporting structure in a residential area shall not exceed twenty (20) feet. The maximum height in all other areas shall not exceed the maximum allowed building height within the respective zoning district.
- c. Quantity – A maximum of three (3) flags per project site.

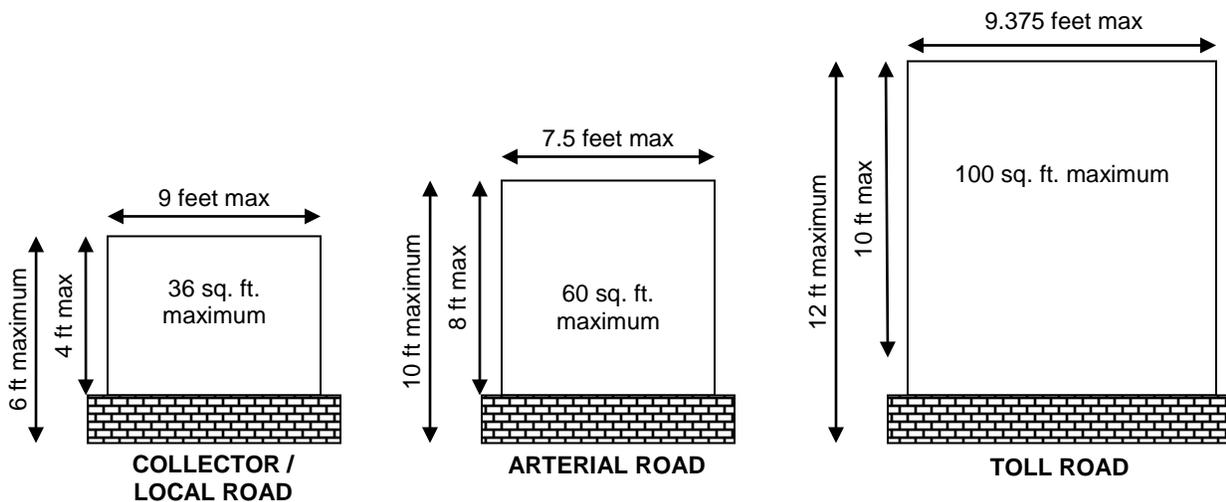
(4) Information

- a. Maximum sign area is twelve (12) square feet.
- b. Maximum height is five (5) feet.
- c. Location is restricted:
  - (i) At a public building or church such sign shall be located at or near the entrance.
  - (ii) For a neighborhood, such sign shall be located within the subdivision at a commonly traveled location, for example, near the neighborhood park or amenity center, the main mail station, or the main entrance to the neighborhood. Such sign shall be located on property maintained by the neighborhood/homeowners association or with a written agreement between the property owner and the association. Such sign shall not be placed closer than one hundred fifty (150) feet from the intersection of a collector street and an arterial street, as defined in the Leander Transportation Plan.
- d. Quantity restricted – A maximum of one (1) information sign shall be allowed for each neighborhood group, church, or public development complex. An information sign shall not be considered a pylon sign in this Code.

- (5) Freestanding – Monument. Freestanding identification of a single business or plaza is permitted by a monument sign.

<p>Site Criteria</p>	<p>Every lot is entitled to a monument sign. A spacing of one hundred fifty feet shall be maintained between all monument signs. Additional monument signs shall be allowed for multi-tenant developments. These monuments may be permitted as long as they meet the minimum spacing requirements and that tenant only has signage on one monument per roadway.</p>			
<p>Sign Size by Road Type</p>	<p>One per road frontage. Freestanding signs shall be placed a minimum of five feet from any side property line. When more than one freestanding sign is allowed, a tenant's sign in the center shall be allowed on only one of the multi-tenant center signs.</p>			
<p>Sign Size By Road Type or Special Area</p>		<p><b>Toll Road</b></p>	<p><b>Arterial Road</b></p>	<p><b>Collector / Local Road</b></p>
	<p>Maximum square feet of sign display area</p>	<p>100</p>	<p>60</p>	<p>36</p>
	<p>Maximum Height</p>	<p>12'</p>	<p>10'</p>	<p>6'</p>
<p>Sign Structure Requirements - Bases, Caps, Proportion, etc.</p>	<p>No less than 75% of the width of the sign shall be in contact with the ground. For all signs between six and twelve feet in height, a two-foot high stone, stucco or brick base shall be required</p>			
<p>Sign Display Area</p>	<p>Items of information shall be surrounded by a margin of 10% of the smaller dimension of the sign display area of any panel contained in a freestanding sign. Freestanding cabinet signs shall have a surround around the cabinet, and the cabinet shall be flush with or inset from sign surround.</p> <p>Street address shall be included on sign. The address shall not be calculated towards the sign area unless the street address is also the name of the center, business or development, or in such case that the street address exceeds six (6) square feet.</p> <p>For multi-tenant developments, the development name, if included as an integral part of the monument structure (i.e. not a separate panel), will not count towards the maximum sign face area as long as the area of the development name does not exceed 20% of the allowable maximum sign face area.</p> <p>For signs with multiple sign panels, the background color for all sign panels on the sign shall be consistent.</p>			

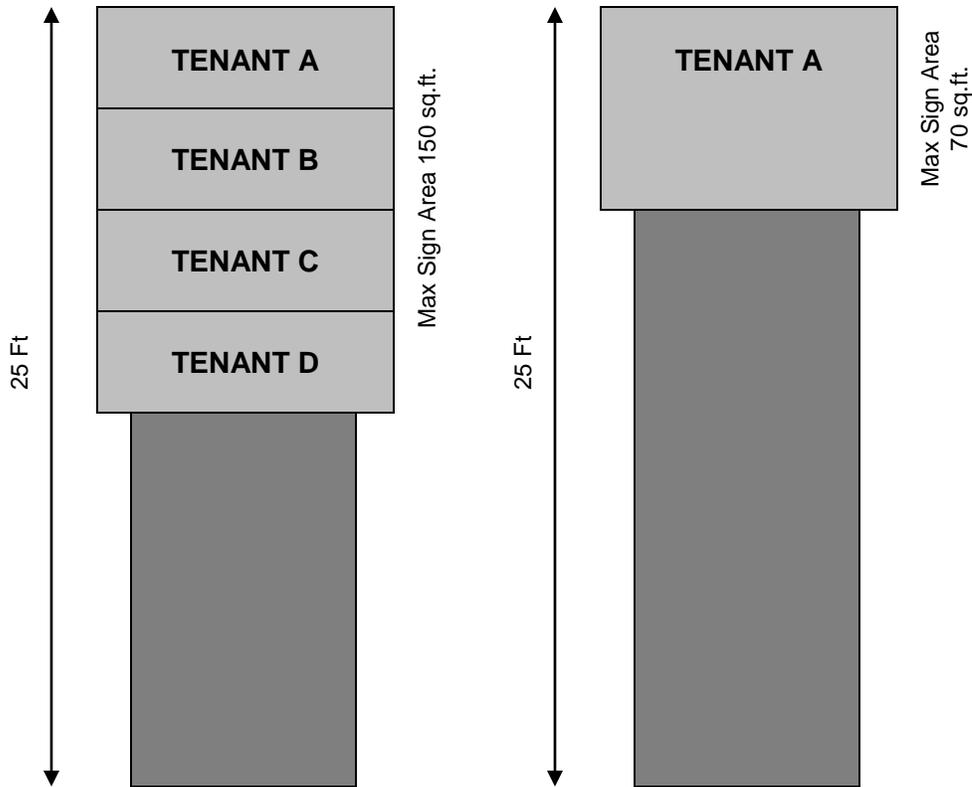
Sign Structure Materials	Monument signs shall be constructed of stone, brick or other masonry maintenance free material. The design and construction of both monument and signs shall be compatible with the architecture and style of the development on the project site. The base of the sign shall be protected by a landscape area to be maintained in a healthy condition.
Lighting	Internal illumination shall be permitted. External illumination and illumination by halation are permitted.
Electronic Messaging Center (EMC)	EMCs shall display text only for up to 1/3 pr thirty-two (32) square feet of the sign display area, whichever is less.



(6) Pylon Signs.

Site Criteria	Pylon signs are only permitted for multi-tenant development with a least 200 feet of frontage on a Toll Road.			
Sign Size by Road Type	One per site in lieu of another allowable freestanding sign unless otherwise approved as part of a Master Sign Plan. Freestanding signs shall be a minimum of five feet from any side property line.			
Sign Size By Road Type or Special Area		<b>Toll Road</b>	<b>Arterial Road</b>	<b>Collector / Local Road</b>
	Maximum square feet of sign display area for single tenant sign	70	0	0
	Maximum square feet of sign display area for multi-tenant sign	150	0	0

	Maximum Height	25'	0	0
Sign Structure Requirements - Bases, Caps, Proportion, etc.	Two poles with a surround shall be required for the base of pylon signs. The spacing of the poles shall be no less than 75% of the width of the sign structure. The base of the pylon sign shall be constructed of stone, brick or other masonry maintenance free material. The design and construction of both the base and the signs shall be compatible with the architecture and style of the development on the project site.			
Sign Display Area	<p>Items of information shall be surrounded by a margin of ten percent of the smaller dimension of the sign display area of any panel contained in a freestanding sign. Cabinet signs shall be flush with or inset from sign surround.</p> <p>Street address shall be included on sign. The address shall not be calculated towards the sign area unless the street address is also the name of the center, business or development, or in such case that the street address exceeds six (6) square feet.</p> <p>For multi-tenant developments, the development name, if included as an integral part of the monument structure (i.e. not a separate panel), will not count towards the maximum sign face area as long as the area of the development name does not exceed 20% of the allowable maximum sign face area.</p> <p>For signs with multiple sign panels, the background color for all sign panels on the sign shall be consistent.</p>			
Sign Structure Materials	Stone, brick, cast stone, stucco, and/or a combination thereof. Cabinet signs shall be flush with or inset from sign surround.			
Lighting	External illumination, internal illumination, and illumination by halation shall be permitted. All internal lighting shall have concealed conduits. All external lighting sources shall be shielded from adjacent properties and rights-of-way.			
Electronic Messaging Center (EMC)	Not Permitted.			



(7) Subdivision Development Entrance Sign.

- a. A *Subdivision Development Entrance Sign* is a sign authorized for each major project entry into a legal recorded, multi-lot, multi-sectioned, master-planned subdivision, and contains only the name of the subdivision with no other information. There are three types of subdivision development entrance signs, (1) primary, (2) secondary, and (3) tertiary.
  - (i) General specifications for all Subdivision Development Entrance Signs.  
 All Subdivision Development Entrance Signs shall comply with the following specifications:
    1. Must be a monument sign constructed of stone, brick or other maintenance free material.
    2. The design and construction must be compatible with surrounding development.
    3. Signage may appear on both sides of the entrance roadway within the recorded or master-planned subdivision. The maximum allowable sign face size limitations will apply separately to each side of the street.
    4. Lighting shall be ground lights or lights attached to the top of the sign focused downward directly on the sign.
- b. *Primary Subdivision Entrance Signage* is located at the primary entrance into the subdivision. Primary entrance signage is permitted at only one entrance for each subdivision, except that a second location for primary subdivision entrance signage shall be permitted if two entrances to the subdivision are located on two different arterial roadway intersections, as designated in the

Leander Transportation Plan, or subdivision boundaries. In such case primary entrance signage may be placed at each of the arterial roadway entrances in accordance with this ordinance.

- (i) The maximum area of signage is thirty-two (32) square feet for subdivisions containing one hundred (100) lots or less. For every one hundred (100) lots in the subdivision in addition to the first one hundred, the size can increase an additional ten (10) square feet to a maximum size of sixty-four (64) square feet of total sign face area. If the sign face is incorporated into landscape features, a wall, or architectural feature, the size of the sign face is determined by the area of the smallest rectangle within which the face of the sign can be enclosed.
  - (ii) The maximum height of signage shall be eight feet (8') including any berms, architectural or landscape features.
  - (iii) A subdivision primary entrance sign must be located within the subdivision or at an off premise location adjacent to an arterial roadway within one hundred fifty (150) feet of the primary entrance to the subdivision. It shall not restrict visibility at intersections. The city may enter into a license agreement to permit a subdivision identification sign to be located on public right-of-way. The license agreement shall be in a form acceptable to the City.
  - (iv) When signage is incorporated into a wall, landscape or architectural feature, in addition to the allowed signage on both sides of a street as defined in 5.a.i.3 above, a third location may be permitted within a landscaped median of the subdivision entrance street in accordance to a license agreement specified in 5.b.iii above. The maximum square footage of primary subdivision entrance signage allowed may be distributed between the three (3) signs, so that no one sign exceeds the maximum sign area allowed.
- c. *Secondary Entrance Signs* are located at entrances into the subdivision other than at the primary entrance. They are to be placed at an on-premise location within the subdivision and the sign face shall be a maximum of sixteen (16) square feet in size.
  - d. *Tertiary Entrance Signs* are located at the entryway into sections within the subdivision and are permitted only in subdivisions that exceed fifty (50) acres. They are to be placed at an on-premise location within the subdivision. They are used to identify various sections of the subdivision in order to enhance direction within the subdivision. These tertiary signs shall be comprised entirely of stone or masonry, with engraved lettering set within the stone. They shall be monument signs only and shall be limited to a total monument size of twelve (12) square feet. The developer shall represent in writing to the City its plan for perpetual maintenance of such signs by the homeowner's association or similar entity before a permit will be issued for such signs.

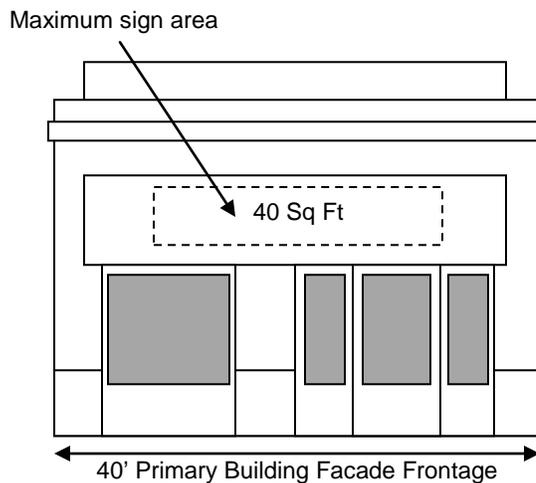
(8) Traffic Control.

- a. Maximum sign area is four (4) square feet.

(9) Wall.

Building Criteria	Building shall have a plane that can accommodate the placement of a sign.					
Number, Amount of Building Signage/Items of Information	Regardless of the length of primary building facade frontage, the owner/occupant is entitled to a sign of at least 20 square feet.					
Sign Size By Road Type per Occupant Primary Building Facade Frontage (Amount allowed shall be whichever measurement is less)		<b>Toll Road</b>	<b>Arterial Road</b>	<b>Collector / Local Road</b>	<b>Not Facing a Public ROW</b>	<b>Adjacent to Single Family or Two Family Zoned Property</b>
	Maximum square feet of sign display area	300	200	75	none	0
	Square feet of sign display area per one linear foot of occupant primary building facade frontage	2.5	2.0	1.5	1.0	0
Placement (on building)	A distance of no less than ten percent of the smallest dimension of the sign display area of a wall sign shall be provided around the entire sign display area and from any architectural features. The maximum height of the sign shall not project above the roof line, or top edge of parapet wall or mansard roof. Projection restricted – signs that project three (3) inches or more from the wall shall maintain a minimum clearance of nine (9) feet from the ground.					

Materials & Design	Internally lit tag lines and pan-faced signs shall be permitted as wall signs. All surfaces of a sign shall be finished. Signs shall be mounted to a building so that the attachment device shall not be visible or discernible. Wall signs shall be constructed of a rigid material. Wall signs exceeding sixteen (16) square feet of sign display area shall not be a single, flat surface.
Lighting	Internal illumination shall be permitted with the exception of in OS and DT special areas. External illumination and illumination by halation are permitted.
Electronic Messaging Center (EMC)	Not permitted.



- (ii) Window.
  - a. Maximum sign area is ten (10) percent of the window area. Signs exceeding ten (10) percent shall be calculated against the maximum wall sign area permitted.
  - b. Hours of business shall not exceed four (4) square feet.

**SECTION 3.08.013. MASTER SIGN PLAN**

**A. Master Sign Plan.**

- (1) Master sign plans are intended for master planned commercial and residential developments. The plans are intended to encourage consistency and architectural compatibility among multiple signs within a development.
- (2) Master sign plans allow flexibility in the allocation of sign area between sign types as approved by the Building Official. In order to be approved, a master sign plan applicant must demonstrate that the plan achieves higher standards of sign design, architectural compatibility and overall project aesthetics.
- (3) Master sign plans only apply to non-residential projects.
- (4) Application. The application shall include the following:
  - a. Proposed sign locations.
  - b. Materials
  - c. Type of illumination

- d. Design of free- standing sign structures
  - e. Size
  - f. Quantity
  - g. Uniform standards for nonbusiness signage, including directional and informational
- (5) Compliance with Master Sign Plan. All applications for sign permits for signage within a multi-tenant occupancy shall comply with the master sign plan
- (6) Signs listed as prohibited signs in Section 3.08.010 are not permitted.

#### **SECTION 3.08.014. PERMIT REQUIRED TO ERECT OR INSTALL A SIGN**

- A. Permit Required. No sign, other than those exceptions listed in Section 9 or as identified in Table ~~40-1~~, shall be erected, constructed, placed, painted, attached, enlarged, moved, converted, altered (including face changes), or secured to the ground, any building, or any structure, until a permit for such sign has been issued by the Permits Division . An application for a sign permit may be obtained from the Permits Division. The Building Official shall approve or deny an application for a sign permit within thirty (30) days of the City's receipt of a complete application. A permit will be issued if a proposed sign conforms to all City ordinances. Upon request by the City, a diagram shall be provided showing the location of all signs on the property and/or adjacent properties. Incorrect information shall be grounds for revocation of a permit.
- B. To Whom Issued. No permit for the erection of any sign shall be issued to any person other than the property owner or his/her designated representative. In the case of a special event or permitted vendor, the permit shall be issued to the individual authorized by the City for said activity.
- C. Fees. The fee for sign permits shall be as established in the City's current Fee Schedule. The fee for a sign permit for a sign that was constructed without a permit shall be twice the cost of a standard permit fee. Non-profit/charitable organizations are exempt from paying permit fees.
- D. Interpretation and Administration. The Building Official shall be responsible for interpreting and administering this Code.

#### **SECTION 3.08.015. APPLICATION FOR PERMIT.**

- A. An application for a sign permit must be accompanied by the permit fee and shall include such information as is necessary to assure compliance with all appropriate laws and regulations of the City of Leander, including:
- (1) The name and address of the owner of the sign.
  - (2) The name and address of the owner or the person in possession of the premises where the sign is located or to be located.
  - (3) Clear and legible drawings with description definitely showing location of the sign which is the subject of the permit and all existing signs whose construction requires permits, when such signs are on the same premises.
  - (4) Drawings showing the dimensions, construction supports, sizes, foundation, electrical wiring, and components, materials of the sign and method of attachment and character of structure members to which attachment is to be made. The design, quality, materials and loading shall conform to the

- requirements of the building code. If required by the City Building Official or his/her designee, engineering data certified by a licensed structural engineer shall be supplied on submitted plans.
- (5) Approval of property owner is required for all tenant spaces.
- B. Fees for sign permits shall be as specified in the City's current Fee Schedule and calculations of the square footage shall include decorative trim and borders, but exclude supports, except when otherwise specified in this section.
- C. Expiration of sign permits:
- (1) A sign permit shall expire and become void unless a request for final inspection of the sign is made no later than one hundred eighty (180) days after the date the permit is issued.
  - (2) A single 90-day extension of the permit may be requested before the expiration of the permit. Final inspection must be requested before the end of the extension period or the permit becomes void.

**SECTION 3.08.016. NONCONFORMING SIGNS.**

A nonconforming sign shall be allowed to be continued and maintained at its existing location subject to the following conditions:

- A. The face of the sign may be changed, but no change or alteration shall be made that would increase the degree of non-conformity.
- B. A non-conforming sign shall be removed immediately if any of the following applies:
- (1) A non-conforming sign has been abandoned;
  - (2) A non-conforming sign and/or its defined use has been discontinued for a period of ninety (90) days;
  - (3) The Building Official or his/her designee determines the sign to be obsolete or substandard under any applicable ordinances of the City of Leander to the extent that the sign becomes a hazard or dangerous.
- C. A nonconforming sign may not be reconstructed, repaired, or replaced, and shall be removed, if the sign, or a substantial part of it, is destroyed or dismantled for any purpose other than maintenance operations or for changing the letters, symbols, or other matter on the sign. Reconstruction, repair, or replacement of a nonconforming sign shall be completed no later than 90 days following the date of the damage. For purposes of this subsection, a sign, or a substantial part of a sign, is considered destroyed if the cost of repairing the sign is more than 60% of the cost of installing a new sign of the same type at the same location.
- D. For those signs that are nonconforming signs due to the amendment of this Article by Ordinance Number 14-045-00, a Permit for Nonconforming Sign shall be required for all lawful non-conforming signs created by adoption of Ordinance Number 14-045-00. Application for such Permit for Nonconforming Sign for a nonconforming sign shall be filed with the City Building Official by the owner or lessee of the sign within six (6) months of the effective date of Ordinance Number 14-045-00. It shall be the duty of the City Building Official to issue a Permit for Nonconforming Sign for a lawful nonconforming sign, and the refusal of the City Building Official to issue a Permit for Nonconforming Sign for such nonconforming sign shall be evidence that said

nonconforming sign was either illegal or did not lawfully exist at the effective date of Ordinance Number 14-045-00.

**SECTION 3.08.017. HAZARDOUS SIGNS.**

- A. Except as otherwise provided by law or this chapter, no person may install, maintain, or use a sign that:
- (1) Obstructs a fire escape, required exit, window, or door used as a means of escape.
  - (2) Interferes with a ventilation opening, except that a sign may cover a transom window if otherwise in compliance with the International Building and Fire Codes.
  - (3) Substantially obstructs the lighting of public right-of-way or other public property, or interferes with a public utility or traffic control device;
  - (4) Contains or utilizes a supporting device placed on public right-of-way or other public area within the city limits and the extraterritorial jurisdiction of the City, unless the use of the public right-of-way or other public area has been approved by the City and a right-of-way joint use agreement has been filed.
  - (5) Is illuminated in such a way as to create a hazard to pedestrian, bicycle, or vehicular traffic;
  - (6) Creates a traffic hazard for pedestrians, bicyclists, or motorists, by restricting visibility at a curb cut or adjoining public street.
  - (7) Has less than nine (9) feet of clearance above street pavement grade and/or is located outside public right-of-way and within the sight triangle at an intersection that results in impaired sight distance of users of the intersection.
  - (8) Violates a requirement of the Electrical Code;
  - (9) Is determined by the Building Official to be dangerous.
- B. Notice that removal of a hazardous sign is required shall be given by the Building Official, and shall be removed immediately.
- (1) If after such time the sign is not removed, the Building Official may enter the premises and abate the hazardous condition. The reasonable cost of abating the hazardous sign, together with interest on the unpaid balance at the interest rate of 10%, shall be taxed as a lien against the record owner of the property on which the sign is located. A sign removed under this provision shall be held for a period of no less than sixty (60) days after its removal before disposal of the removed sign. If during this period the owner of the sign pays the storage fee, the Building Official shall return the sign to its owner. This provision is not exclusive and in no way restricts or modifies any method authorized by law to seize evidence of a crime.

**SECTION 3.08.018. NOTIFICATION.**

Notification of violations to this section shall be consistent with the Texas Government Code.

**SECTION 3.08.019. VARIANCES.**

- A. A variance to the provisions of this Code shall be considered an exception to the regulations, rather than a right. Whenever a sign to be erected is of such unusual size, shape or nature, and that the strict application of the requirements contained in this Code would result in substantial hardship or inequity, the Board of Adjustment/Appeal may vary or modify, except as otherwise indicated, such requirements as provided for herein, but not of procedure or administration, so that

the developer may erect a sign in a reasonable manner, but so that, at the same time, the public welfare and interests of the City are protected and the general intent and spirit of this Code and preserved in accordance with the following provisions:

- (1) Jurisdiction. When a written request for a variance from the design requirements of this Ordinance is filed:
  - a. The Board of Adjustment/Appeal may approve such written request for variances to the design standards and such variance(s), if granted, shall also be considered to be a modification of the sign regulations, applicable to the specified property within such development within the City limits; or
  - b. After conducting a public hearing of such requested variances, the Board of Adjustment/Appeal may consider each such variance request during the course and process of considering the application for Sign Permit approval given or granted.
  - c. Approval. In granting approval of a request for variance, the Board of Adjustment/Appeal shall conclude that the variance is not contrary to the public interest and, due to special conditions, a literal enforcement of this Code would result in unnecessary hardship, and so that the variance observes the spirit of this Ordinance and concludes that substantial justice is done. The Board of Adjustment/Appeal shall meet these requirements by making findings that:
    - d. The public convenience and welfare will be substantially served;
    - e. The appropriate use of surroundings property will not be substantially or permanently impaired or diminished;
    - f. The applicant has not created the hardship from which relief is sought;
    - g. The variance will not confer upon the applicant a special right or privilege not commonly shared or available to the owners of similar and surroundings property;
    - h. The hardship from which relief is sought is not solely of an economic nature;
    - i. The variance is not contrary to the public interest;
    - j. Due to special conditions, the literal enforcement of this Code would result in an unnecessary hardship; and
    - k. In granting the variance, the spirit of this Code is observed and substantial justice is done.

**SECTION 3.08.020. AMENDMENTS.**

The Council may, from time to time, adopt, amend and make public rules and regulations for the administration of this Code. This Code may be enlarged or amended by the Council after public hearing, due notice of which shall be given as required by law.

**SECTION 3.08.021. ENFORCEMENT.**

- A. Penalty. Any person who shall violate any of the provisions of this Code, 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 Action. The City and/or the City Administrator shall enforce this Code 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 Code and good engineering practices, and the issuance of stop work orders.

C. Court Proceedings. Upon the request of the City 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 Code, or to obtain declaratory judgement, and to seek and recover court costs and attorney fees, and/or 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 Code.

**SECTION 3.08.022. SEVERABILITY.**

If any provision of this ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the code which can be given effect without the invalid provision or application, and to this end the provisions of this code are declared to be severable.

**SECTION 3.08.023. CODE OF ORDINANCES.**

It is the intention of the Council that this Ordinance shall become a part of the Code of Ordinances of the City of Leander, Texas, and may be renumbered and codified therein accordingly.

**SECTION 3.08.024. 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.

**SECTION 3.08.025. EFFECTIVE DATE.**

This Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the *Texas Local Government Code*, and it is accordingly so ordained.

PASSED AND APPROVED this the 2<sup>nd</sup> day of October, 2014.

**The City of Leander, Texas**

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

ATTEST:

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

**ORDINANCE NO.**

**AN ORDINANCE TO AMEND ARTICLE 3.08 OF THE CITY OF LEANDER, TEXAS CODE OF ORDINANCES, THE REGULATION OF SIGNS; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.**

**Whereas**, the regulation of signs within the City of Leander (the “City”) is necessary for pedestrian and traffic safety, the public health and safety, the preservation of property values, and the avoidance of unnecessary clutter;

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

That Chapter 3, Article 3.08, Code of Ordinances, City of Leander, Texas, is hereby replaced in its entirety, and shall read as follows:

**CHAPTER 3, ARTICLE 3.08: SIGNS**

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**SECTION 3.08.001. FIRST AMENDMENT RIGHTS.**

This Ordinance shall not be construed, applied, interpreted nor enforced in a manner to violate the first amendment rights of any person, and the Building Official shall seek the advice and recommendation of the City Attorney prior to taking any action to enforce any provision of this Ordinance with respect to any non-commercial sign or speech by any person.

**SECTION 3.08.002. JURISDICTION.**

In accordance with the Texas Local Government Code, the provisions of this article shall apply to all signs in the city limits and to the areas in the city’s extraterritorial jurisdiction (ETJ).

**SECTION 3.08.003. AUTHORITY.**

The provisions of this Chapter are adopted pursuant to Texas Local Government Code Chapter 216 and the City Charter.

**SECTION 3.08.004. PURPOSE.**

The purpose of this Code is to promote the public health, safety and welfare through a comprehensive system of reasonable, effective, consistent, content-neutral, and nondiscriminatory sign standards and requirements. It is further determined that the provisions of this Code cannot achieve the end result desired unless the community voluntarily cooperates in upholding these provisions.

With these concepts in mind, this Code is adopted for the following purposes: To preserve and protect the public health, safety and welfare of the citizens of the City of Leander; to balance public and private objectives by allowing adequate signage for business identification; to maintain and enhance the aesthetic environment and the City’s ability to attract sources of economic development and growth; to improve pedestrian and traffic safety; to protect property values, the local economy, and the quality of life by preserving and enhancing the appearance of the streetscape which affects the image of the City of Leander; and to enable the fair and consistent enforcement of these sign regulations.

**SECTION 3.08.005. APPLICABILITY – EFFECT.**

- A. A sign may be erected, constructed, placed, painted, created, enlarged, moved or converted within the City of Leander and its extraterritorial jurisdiction only in compliance with the standards, procedures, exemptions, and other requirements of this Code.
- B. The effect of this Code as more specifically set forth herein, is:
  - (1) Provide functional flexibility, encourage variety, and create an incentive to relate signing to basic principles of good design;
  - (2) Provide an improved visual environment for the citizens of, and visitors to, the City of Leander;
  - (3) To establish a permit system to allow a variety of types of signs in commercial and industrial zones, and a limited variety of signs in other zones, subject to the standards and the permit procedures of this Code;
  - (4) To allow certain signs that are small, unobtrusive, and incidental to the principal use of the respective Lots on which they are located, subject to the substantive requirements of this Chapter, but without requirements for permits;
  - (5) To provide for Temporary Signs without Commercial Messages in limited circumstances; and,
  - (6) Provide cost recovery measures supporting the administration and enforcement of this Code.

**SECTION 3.08.006. DEFINITIONS AND INTERPRETATION.**

As used in this Ordinance, the following terms shall have the meaning indicated below unless the context clearly indicates otherwise. All other words and phrases shall be given their common, ordinary meaning, unless the context clearly requires otherwise:

*“A” Frame Sign* is a sandwich board sign constructed in such a manner as to form an “A” or tent-like shape, hinged or not hinged at the top and each angular face held at an opposite distance by a supporting member.

*Abandoned Sign* is a sign which for a period of at least ninety (90) consecutive days advertises or identifies a business establishment that has been closed or abandoned.

*Actively being built* means the project or subdivision has continuous construction efforts underway to complete the project.

*Animated Sign* is a sign which has any visible moving part, flashing or oscillating lights, visible mechanical movement of any description, or other apparent visible movement achieved by any means that move, scroll, rotate revolve, change, flash, osculate or visibly alters in appearance of the sign. This shall specifically exclude barber poles and time/temperature signs.

*Announcement Sign* means a residential sign located on a fence or window that makes an announcement, such as, no trespassing, beware of dog, or children/animals inside for police or fire.

*Architectural Feature* is any element or details of a building or structure that defines its style, such as, but not limited to, windows, doors, and building material coursing patterns.

*Area Identification Sign/Entry Feature Sign* is any sign or entry feature identifying the name of a subdivision, district or development with multiple buildings grouped together with a distinct identity.

*Armature Sign* is a freestanding sign that hangs, suspended by chains, hooks, or similar means, below an arm extending horizontally from a single vertical support affixed to the ground.

*Arterial Streets* are designed to carry high volumes of through traffic. Access is usually limited to intersections and major driveways. Arterial streets serve as a link between major activity centers within the urban area. These roadways are also identified as Arterials on the Transportation Plan.

*Awning* means a shelter constructed of materials on a supporting framework that projects from and is supported by the exterior wall of a building.

*Awning/Canopy Sign* is any sign that is painted on or applied directly to, and contained entirely within the face, valance, or side panels of an awning/canopy. When the shelter is made from rigid materials, a sign may be mounted to the underside or top.

*Bandit Signs* are temporary signs, usually of cardboard or foam board and mounted on angle iron or a wooden stake.

*Banner* means a sign made of fabric or any non-rigid material.

*Base (of a sign)* is the portion of a sign that is in contact with the finished grade, and acts as the sign structure.

*Billboard* means a sign advertising products not made, sold, used or served on the premises upon which the sign is located.

*Building Official* includes his/her designee.

*Building Scrim Sign* is a large non-rigid banner of a durable, mesh, fabric material that allows air and light to pass through, used to wrap a building or portion of a building with items of information.

*Building Sign* is any sign attached to any portion of a building, including accessory buildings and structures, on windows, and attached or placed on awnings/canopies.

*Cabinet Sign* is a sign, which is typically internally lit and contains all of its components and items of information within a single enclosure and whose perimeter is not shaped to the content of the sign and where the sign face is differentiated from the structure against or within which a sign face is placed. Logos, pan-faced signs, raceways, and taglines shall be exempt from this definition.

*Canopy* See awning/canopy sign.

*Cap (of a sign)* is the uppermost surface or part of a sign that is usually added as a decorative feature.

*Changeable Message* includes items of information that may be changed or rearranged through manual, mechanical or electrical means, including time and temperature messages and EMC's.

*Channel Letters* are individually constructed and individually illuminated letters, graphics, or graphic elements.

*City* means the City of Leander, a municipal corporation in the State of Texas.

*Civic Sign* is a temporary stake sign that publicizes times or locations of meetings or special events of homeowners associations, religious organizations or groups, or civic groups. This definition excludes directional signs for regularly scheduled religious events. A civic sign may also publicize times or locations of special events for schools and athletic team registrations.

*Clearance (of a sign)* means the smallest vertical distance between the grade of the adjacent street curb and the lowest point of any sign, including framework and embellishments, but excluding sign supports.

*Collector Streets* are streets with the primary function of a collector street is to intercept traffic from intersecting local streets and expedite the movement of this traffic in the most direct route to an arterial street or other collector street. These roadways are also identified as Collectors on the Transportation Plan.

*Contractor Sign* is a sign which indicates the name of the contractor working on a project.

*Construction Sign* is a sign which indicates the names of architects, engineers, landscape architects, contractors, and/or sponsors, etc. having a role or interest with respect to the structure or project.

*Directional Sign* is any sign relating solely to internal pedestrian and vehicular traffic circulation within a complex or project without any form of advertising.

*Director of Planning* includes his/her designee.

*Electrical Sign* means a sign containing electrical wiring, connections, or fixtures, or utilizing electric current, but not including a sign illuminated by an exterior light source.

*Electronic Messaging Center (EMC)* is any sign using an array of lights which can be programmed to provide items of information as a changeable message displayed through electronic means.

*External Illumination (of a Sign)* is light shining on the outer surface of a sign. Includes backlit signs when 1 shielding is provided.

*Facade* means all building wall elevations, including any vertical extension of the building wall (parapet), but not including any part of the building roof.

*Face Change* means the replacing or revision of the logos, wording, etc. included on the front of the sign by means of replacing the physical material or by repainting or similar process. This includes change of business. This does not include changeable copy signs.

*Festoon* is fabric suspended, draped, and bound at intervals and suspended between two locations or points.

*Fine Art* means sculpture, fountain, or similar object, and containing no reference to or image of a business or its logo, is not considered as a sign.

*Finished Grade* is the completed elevations of lawns, walks, roads and other surfaces brought to a grade as designed.

*Flag* means fabric containing distinctive colors and patterns that represent an official symbol of a nation, state, school, religious group, or other type of public institution.

*Flashing* means to light suddenly or intermittently, including rotating, pulsating or a light source that changes or alternates the color of the light in sequence.

*Freestanding Sign* is a sign that is not attached to a building but is permanently attached to the ground.

*Frontage* means a boundary line separating public right-of-way from the lot.

*Future Development Sign (Temporary construction, real estate, or development sign)* is a freestanding or wall sign advertising the construction, remodeling, development, sale, or lease of a building or the land on which the sign is located.

*Government Sign* is a sign installed, maintained, or used (i) by the city, county, State of Texas or the federal government, required or specifically authorized for the public purpose pursuant to regulations promulgated by the state or federal government, (ii) a traffic-related sign installed by any government agency within public right-of-way, or (iii) convey information to the public regarding city, state, or federal government activities and events.

*Hanging Sign* is any sign suspended from an awning, canopy, eave or overhang, typically by a chain, hooks, brackets or similar devices intended to affix hanging signs to a building.

*Holiday Decorations* are signs or displays including lighting which are a nonpermanent installation celebrating national, state, and local holidays or holiday seasons.

*Height (of a sign)* means the vertical distance between the grade of the adjacent street curb, measured to the highest point of the sign.

*Home Improvement Sign* is a temporary stake sign that displays the name of a roofing, fence, pool, paint, landscape, or other home improvement contractor.

*Human Sign* means a sign held or attached to a human employed to advertise or otherwise drawing attention to an individual, business, commodity, service, activity, or product. A person dressed in costume for the purpose of advertising or otherwise drawing attention to an individual, business, commodity, service, activity, or product shall also be construed as a human sign.

*Incidental Sign* is a small sign, emblem, or decal informing the public of goods, facilities, or services available on the premises (e.g. a credit card sign or a sign indicating hours of business).

*Inflatable Sign* is any hollow sign expanded or enlarged by the use of gas or air.

*Information Signs* include bulletin boards, changeable copy directories, signs relating solely to publicly owned institutions (city, county, state, school district), or non-profit organizations (churches, homeowners associations) intended for use by the institution on which the sign is located.

*Illuminated Sign* means any sign which has characters, letters, figures, designs or outline illuminate directly or indirectly by electric lights, luminous tubes or other means.

*Light Pole-Mounted Banner* is a banner mounted on a vertical light pole.

*Local Streets* are streets with the primary function of a local street is to serve abutting land use and traffic within a neighborhood or limited residential district. A local street is not generally continuous through several districts.

*Logo* is an emblem, letter, character, pictograph, trademark, color scheme, or symbol that is registered, trademarked, or used in media to represent any firm, organization, entity, product, or service.

*Lot* is a single, legally created parcel of land intended as a unit for transfer of ownership or for development and having frontage on a dedicated street.

*Low-profile Sign* is a freestanding sign, with a base measuring one hundred (100%) percent of the width of the sign..

*Mansard Roof* is the style of roof where there are two (slopes) to the roof structure.

*Marquee* means a permanent roof-like structure or awning or rigid materials attached from, supported by, and extending from the facade of a building, including a false "mansard roof".

*Memorial Signs* or tablets include freestanding historical markers in accordance with state historical standards, and/or cornerstones with names and dates of construction of a building when cut into a building surface or inlaid upon it to become part of the building.

*Menu Boards* are freestanding or wall signs used for the purpose of informing patrons of food which may be purchased on the premises.

*Model Homes Sign* is a temporary real estate sign placed in front of a group of model homes that is removed from the premises upon sale of the last model.

*Monument sign* is any freestanding sign where the entire bottom of which is attached directly to the ground or is supported by a sign structure that is a base whose width measures at least seventy-five (75%) of the width of the sign that is placed or anchored in the ground.

*Multi-tenant Center Sign* means a sign advertising two or more retail, wholesale, business, industrial, or professional uses (not necessarily under single ownership) utilizing common facilities including off-street parking, access, or landscaping.

*Multi-tenant Center Identification Sign* means the portion of the sign that identifies the general name of the center or development as a whole. The sign shall include only the name and address of the development.

*Mural* means a work of art applied directly to a wall, ceiling, or floor surface where forms and/or figures are the dominant elements and not intended for commercial advertising.

*Nameplate* is a non-electrical, on-premise sign which communicates only the name of the occupant of the address of the premises.

*Neighborhood Information Kiosks* are signs utilized and maintained by a Homeowners Association or a neighborhood association with a legal entity for the purpose of conveying information related to association activities to the association members.

*Nonconforming Sign* means a sign that was lawfully installed at its current location but that does not comply with this Code.

*Occupant Frontage* is the length of a wall of a building occupied by a single business or by multiple businesses with a single entrance, which faces either a dedicated public street or internally to a parking or driveway of a multi-tenant center.

*Off-premise sign* is a sign referring to goods, products or services provided at a location other than that which the sign occupies.

*On-premise Sign* means a sign identifying or advertising the business, person, activity, goods, products, or services located on the site where the sign is installed, or that directs persons to a location on that site.

*On-Site "Burma Shave" Signs* are intended to provide information and direction to potential homebuyers within a recorded subdivision in which new homes are actively being built.

*Parapet* means the extension of a false front or wall above a roof line.

*Point-of-Sale Sign* is a sign advertising a retail item accompanying its display (e.g., an advertisement on a product dispenser).

*Political Signs* are any device announcing or promoting the candidacy of one or more persons for elective public office, or concerning any political issue appearing or which is to appear on the ballot in any public election.

*Portable signs* are signs not permanently affixed to a building, structure, or the ground; designed or installed in a manner allowing the sign to be moved or relocated without any structural or support changes. This definition includes a "A" and "T" frame signs.

*Projecting Sign* means a sign attached to and projecting out from a building face or wall more than twelve (12) inches, generally at a right angle.

*Pylon signs* are freestanding signs that are supported by a structure extending from and permanently attached to the ground by a foundation or footing, with a clearance between the ground and the sign face.

*Real Estate Signs* are signs posted by an owner or owner's agent to indicate sale or lease of the property.

*Roof Sign* means any sign installed over or on the roof of a building.

*Scoreboards* are signs erected at an athletic field or stadium and which are generally used to maintain the score or time expired in an event at the field or stadium. This definition shall also include signs mounted or applied to the outfield wall within a baseball field.

*Searchlight* means a searchlight used to direct beams of light upward for advertising purposes.

*Seasonal Decorations* means special lighting, banners or other forms of physical art celebrating seasonal events or holidays.

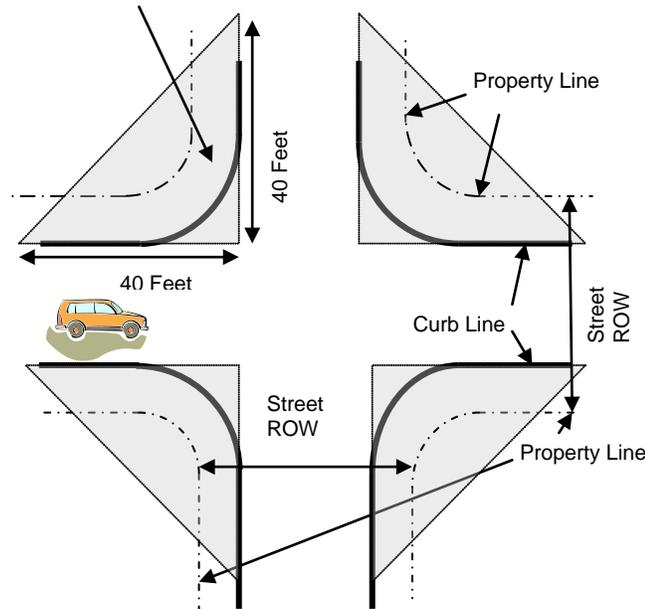
*Security Sign* is a sign which identifies emergency telephone numbers, hours, and security information.

*Sign* means any surface, display, design, or device visible from public right-of-way on which letters, illustrations, designs, figures, or symbols are painted, printed, stamped, raised, projected, outlined or attached in any manner whatsoever. The term "sign" includes the supporting structure of the sign.

*Sign Area* includes all lettering, wording, logos, design, symbols, framing, roofing, and cabinets, or modules, calculated according to the provisions established in this Code.

*Sight Triangle* means the area within a right triangle formed by extending the curb lines of intersecting streets from the point of intersection for a distance of forty-five (45) feet to the hypotenuse, or for streets intersecting a driveway or alley for a distance of twenty (20) feet to the hypotenuse.

Sight Line Visibility Triangle: Area (shaded) in which no visual obstruction is permitted between three feet and eight feet above curb elevation.



*Stake Sign* means a temporary sign that utilizes the support structure to anchor the sign to the ground by inserting the support structure into the ground.

*Subdivision* means, for purposes of this chapter, the subdivision in its entirety, not a phase, section, village, unit, or product line.

*Subdivision Development Identification Signs* are defined as 1) Primary Entrance Signs, 2) Secondary Entrance Signs, and 3) Tertiary Entrance Signs, and are used to define various entries of the subdivision.

*Swooper Flag* is a temporary, freestanding, vertical sign consisting of a loose poly-knit sign face that flutters in the wind from a harpoon-style pole or staff driven into the ground for support.

*“T” Frame Sign* is a sign that is constructed in such a manner as to form an inverted “T.”

*Temporary Wall Sign* is considered a banner sign.

*Traffic control signs* are small signs on private property indicating interior circulation of parking areas on site, warn of obstacles or overhead clearance, or designate permissible parking.

*Vehicle Sign* is a sign that is attached to or placed in or on a truck, bus, car, trailer, boat, recreations vehicle, or any other vehicle. Vehicle signs shall exclude bumper stickers, license plates, and inspection stickers.

*Vending Machine Sign* is a sign that is attached to a vending machine or gasoline pump and which generally advertises the products dispensed from the vending machine or gasoline pump.

*Wall Sign* is a sign attached to the facade of a building or a canopy. Wall signs include signs on or affixed to walls, windows, awnings, or other parts of the exterior of a building or canopy.

*Window or door surface signs* are signs visible from the public street or sidewalk and are installed or applied on or in a window or door or a sign that is located within three (3) feet of a window.

**SECTION 3.08.007. LAND USE CATEGORIES.**

For purposes of this Code, all territory within the City’s jurisdiction is classified into a Land Use (L.U.) Category. Those properties within the city limits are classified based upon their zoning district classification. Those properties located within the extraterritorial jurisdiction shall be classified by the Building Official or the Director of Planning based upon the existing or proposed use and which zoning district would be the most restrictive zoning district in which that use would be permitted. Classification into a category is for the purposes of signage only and in no manner establishes vested use rights towards the assignment of zoning should the property be annexed into the city limits of Leander.

- A. *Single-Family Residential L.U. Category* includes single-family districts as defined by the Composite Zoning Ordinance or equivalent use in the City’s Extraterritorial Jurisdiction (“ETJ”). Non-residential uses permitted in the identified residential districts shall be included in the Non-Residential L.U. Category below.
- B. *Multi-family Residential L.U. Category* includes any zoning districts defined by the Composite Zoning Ordinance that permit two or more dwellings on a single lot or equivalent use in the ETJ. Non-residential uses permitted in the identified residential districts shall be included in the Non-Residential L.U. Category below.
- C. *Non-Residential L.U. Category* includes commercial and industrial districts as defined by the Composite Zoning Ordinance or equivalent use in the ETJ and permitted non-residential uses in zoning districts included in the Residential and Multi-family Residential L.U. Categories.

**SECTION 3.08.008. SIGN STANDARD CRITERIA BY ROAD TYPES**

- A. Standards for signs shall be determined either by:
  - (1) The type of road adjacent to the lot or multi-tenant center; or
  - (2) The type of road which an occupant frontage faces.
- B. Road Types. All roads fall within one of the following road types: Toll, Arterial, or Collector/Local Roads. A roadway type may change over time. A roadway may have more than one type along its length.
  - (1) Toll Road. For the purposes of this Chapter, Toll Roads shall include only the following road: 183A Toll

- (2) Arterial Roads. For the purposes of this Chapter, Arterial Roads shall include arterials as identified on the Transportation Plan.
- (3) Collector/Local Roads. For the purposes of this Chapter, Collector/Arterial Roads shall include collectors as identified on the Transportation Plan and any road not classified as a Toll Road or Arterial on the Transportation Plan.

**SECTION 3.08.009. EXEMPT SIGNS.**

The following signs shall be exempt from obtaining a sign permit provided that standards of this Code shall be met:

- A. Any Public Notice, or warning required by a valid and applicable federal, state, or local law, regulation or ordinance;
- B. Any sign inside a building, not attached to a window or door, that is not legible from a distance of more than three feet beyond the lot line of the lot or parcel on which such sign is located;
- C. Works of art that do not include a commercial message;
- D. Holiday lights and decorations with no commercial message;
- E. Government signs erected by the city, county, state, or federal government in furtherance of their governmental responsibility;
- F. Memorial signs or Tablets and building markers displayed on public or private buildings and Tablets or headstones in cemeteries;
- G. Signs prepared by or for the local, state or federal government marking sites or buildings of historical significance;
- H. Address and postbox numerals conforming to incidental sign regulations;
- I. Onsite real estate “for sale” signs;
- J. Political signs on private property, including private passenger vehicle;
  - (1) A temporary sign that refers or relates to issues, candidates or political measures that constitute the subject of an election.

- (a) *Allowed uses:* Reference to issues, candidates or political measures involved in a political election.

- (b) *Permit:* Not required.

- (c) *Maximum height:*

- (1) On private real property: Eight feet.

- (2) On public property: Three feet. (See Placement Exception)

- (d) *Maximum area:*

- (1) On private property: Thirty-two square feet.

- (2) On public property: Eight square feet. (See Placement Exception)

- (e) *Placement:*

- (1) Political signs may be placed on any private property, but only with the written consent of the owner or occupant of the property upon which the signs are to be placed.

- (2) Except as specified herein, placement of political signs on public property or right-of-way is strictly prohibited. *Exception:* On Election Day political signs may be placed on public property or right-of-way under the following conditions, signs must be outside the one hundred foot marker

of the polling place but can be no greater distance from the polling place than the abutting public right-of-way to the polling location.

- (3) No political sign legally displayed on public property may be attached to other signs of any type.
  - (4) No political sign may be placed in any location or manner that may constitute or create a traffic hazard.
  - (5) Political signs may be placed on fences located entirely on private property when such signs are in compliance with all other requirements of this section, including the maximum height and area specified in subsections (c) and (d) of this section.
  - (f) *Maximum number:* Not applicable.
  - (g) *Duration:* On private property, political signs:
    - (1) May not be displayed more than 30 days before Election Day;
    - (2) Must be removed within five days after Election Day.
    - (3) Political signs may be displayed from the original election until the next election during a runoff campaign. The signs must be removed prior to the 10th day following the election.
  - (h) *Duration:* On public property, political signs:
    - (1) May not be displayed more than 12 hours prior to the opening of a polling location on Election Day;
    - (2) Must be removed within one business days after Election Day.
  - (i) *Feature:* political signs:
    - (1) Must be in good repair and not torn or damaged;
    - (2) May not have lighting, sound, or distracting to drivers.
  - (j) All political signs must be in accordance with all applicable county, state or federal regulations.
- K. Use of Temporary Decorations as Signs otherwise referred to as decorative festoon, meaning tinsel, strings of ribbon, small commercial flags, or streamers, may be used as temporary enhancement of signage in a multi-family project providing these devices have no glare, no moving parts, are maintained, and comply with all codes and policy guidelines governing their safe use. No lettering is permitted on these items. Use of these decorations shall be limited to a maximum period of up to sixty (60) days per calendar year;
- L. Signs for vendors that are exempt under the City's Solicitor/Temporary Vendors Ordinance;
- M. Contractor Signs;
- N. Garage sale signs; and
- O. Building addresses, except as required on freestanding signs.

### **SECTION 3.08.010. PROHIBITED SIGNS AND ACTIVITIES.**

Any sign not specifically authorized by this Code is prohibited unless required by law. The following signs and conditions are prohibited unless allowed as part of a special events permit:

- A. Signs shall have no: flashing copy or lights; revolving beacon lights; chasing, blinking, or stroboscopic lights; or, fluttering, undulating, swinging, or otherwise moving parts. For purposes of this Code an electronically controlled changeable-copy sign is not considered a flashing sign unless it directly falls under the definition of "flashing" as defined in this Code;
- B. No billboards shall be permitted. No other off-premise signs shall be permitted, except as specifically authorized in this Code;
- C. Freestanding cabinet signs that do not have a surround;
- D. Abandoned signs, with the exception of free standing signs where items of information shall be removed and the sign display area left so that it does not indicate the former use;
- E. Any sign located within, on, or projecting over a property line which borders a public or private street, highway, alley, lane, parkway, avenue, road, sidewalk, or other right-of-way, except as provided in this Chapter. The Permits Division personnel may cause to be removed any temporary or portable sign erected or displayed upon, or projecting into public property;
- F. Any sign attached to any public utility pole or structure, street light, tree, fence, fire hydrant, bridge, curb, sidewalk, park bench, or other location on public property, except as provided herein;
- G. Any sign placed, which by reason of its location, will obstruct the view of any authorized traffic sign, signal or other traffic control device or which by reason of shape, color, or position interferes with or could be confused with any authorized traffic signal or device;
- H. Any sign which constitutes a traffic hazard including but not limited to signs containing words such as "stop," "look," "danger;"
- I. Any sign placed within a sight triangle;
- J. Animated signs;
- K. Swooper flags;
- L. Bandit Signs;
- M. Human Signs;
- N. Pole Signs;
- O. Inflatable Signs;
- P. Festoons, tethered balloons, pennants, searchlights, streamers, and any clearly similar attention getting features and devices;
- Q. Any sign which is placed so as to prevent or inhibit free ingress to or egress from any door, window, or any exit way required by the International Building Code, or by Fire Department Regulations;
- R. Any sign which emits audible sound, odor, smoke, steam, laser or hologram lights, or other visible matter, including any sign that employs any stereopticon, or motion picture projection;
- S. Any sign placed, mounted, attached or painted on a trailer, boat, or motor vehicle when parked, stored, or displayed conspicuously on the public right-of-way or private premises in a manner intended to attract the attention of the public. This provision expressly excludes business signs that are permanently painted on, or magnetically attached to motor vehicles or rolling stock that are regularly and consistently used to conduct normal business activities;
- T. Roof signs, excluding mansard roofs when constructed in compliance with this Code;
- U. Banners and Temporary Signs except as provided herein; and,
- V. Signs or banners erected or affixed within or projecting over any public right-of-way except as provided herein.

**SECTION 3.08.011. GENERAL PROVISIONS.**

**A. Sign Measurement Criteria.**

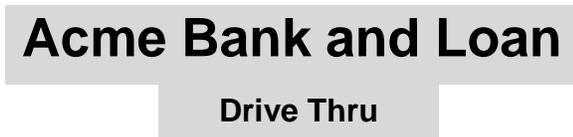
(1) Sign Area Measurement. Sign area for all sign types is measured as follows:

- a. Sign copy mounted, affixed, or painted on a background panel or area distinctively painted, textured, or constructed as a background for the sign copy, is measured as that area contained within the sum of the smallest rectangle(s) that will enclose both the sign copy and the background.



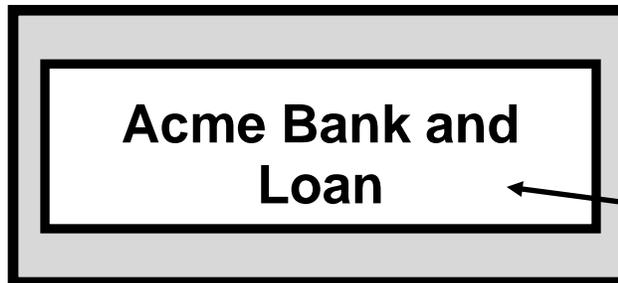
◀ Calculate the area inside defined border or inside contrasting color area

- b. Sign copy mounted as individual letters or graphics against a wall, fascia, mansard, or parapet of a building or surface of another structure, that has not been painted, textured, or otherwise altered to provide a distinctive background for the sign copy, is measured as a sum of the smallest rectangle(s) that will enclose each word and each graphic in the total sign.



◀ Calculate the area around copy elements only

- c. Sign copy mounted, affixed, or painted on an illuminated surface or illuminated element of a building or structure, is measured as the entire illuminated surface or illuminated element which contains sign copy. Such elements may include, but are not limited to lit canopy fascia signs; cabinet signs; and/or interior lit awnings.

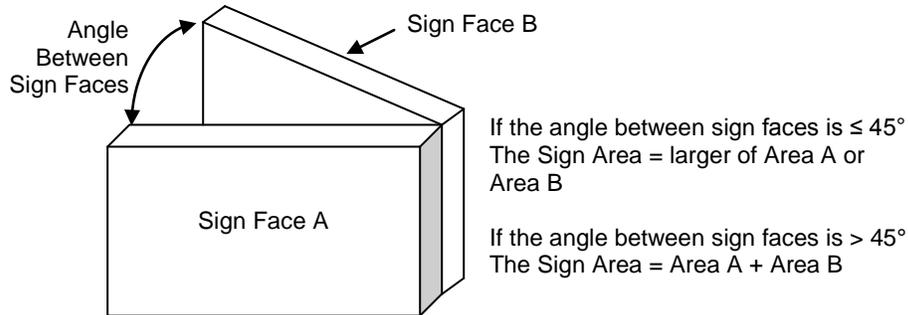


◀ Calculate the area of the entire illuminated surface

← Illuminated surface

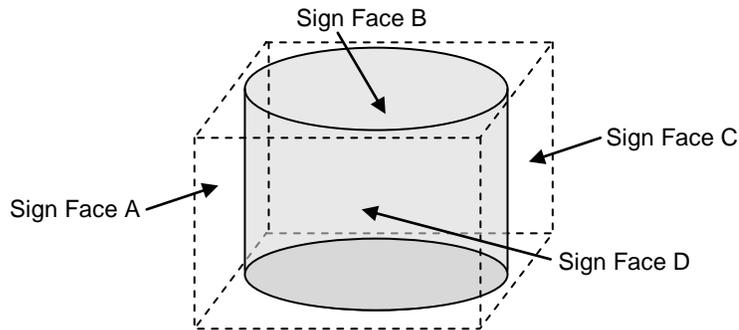
- d. Multi-face signs are measured as follows:
  - i. Two (2) face signs: If the interior angle between the two (2) sign faces is forty-five degrees (45°) or less, the sign area is of one (1) sign face only. If the angle between the two (2) sign faces is greater than forty-five

degrees (45°), the sign area is the sum of the areas of the two (2) sign faces.



ii. Three (3) or four (4) face signs: The sign area is fifty percent (50%) of the sum of the areas of all sign faces.

e. Spherical, free-form, sculptural, or other non-planar sign area is fifty percent (50%) of the sum of the areas using only the four (4) vertical sides of the smallest four-sided polyhedron that will encompass the sign structure. Signs with greater than four (4) faces are prohibited.



(2) Sign Height Measurement. Sign height is measured as follows:

- a. Freestanding Signs: The height of a freestanding sign shall be computed as the distance from the base of the sign at normal grade to the top of the highest attached component of the sign. The height of any monument sign base or other structure erected to support or adorn the sign is measured as part of the sign height. If a sign is located on a mound, berm, or other raised area for the sole purpose of increasing the height of the sign, the height of the mound, berm, or other raised area shall be included in the height of the sign.
- b. Building Mounted Signs: The height of wall, fascia, mansard, parapet or other building mounted signs is the vertical distance measured from the base of the wall on which the sign is located to the top of the sign or sign structure.

B. **Sign Illumination.** All permanent signs may be non-illuminated, illuminated by internal, internal indirect (halo), or lit by external indirect illumination, unless otherwise specified. Signs shall have no: flashing copy or lights; revolving beacon lights; chasing, blinking, or stroboscopic lights; fluttering, undulating, swinging, or

otherwise moving parts. For purposes of this Code an electronically controlled changeable-copy sign is not considered a flashing sign unless it directly falls under the definition of “flashing” as defined in this Code.

- (1) Internal Illumination. Outdoor, internally illuminated signs, including but not limited to awning/canopy signs, cabinet signs (whether freestanding or building mounted), changeable copy panels or service island signs, shall be constructed with an opaque background and translucent letters and symbols, or with a colored background and lighter letters and symbols. Where white is part of a logo, it is permitted in the logo only, provided that such logo shall represent not more than fifty percent (50%) of the total sign area permitted.
- (2) External Indirect Illumination. Externally lit signs are permitted to be illuminated only with steady, stationary, down directed and shielded light sources directed solely onto the sign. Monument signs may have ground mounted lighting when said lighting is in compliance with this Section. Light bulbs or light tubes, excluding neon, used for illuminating a sign shall not be visible from adjacent public rights-of-way or residential properties.
- (3) A sign lighted by incandescent light shall be installed to protect the driver of a vehicle from dangerous glare and to maintain visual clearance of all official traffic signs, signals and devices.
- (4) Neon.
  - a. Exposed neon tube illumination is permitted on permanent signs in non-residential sign categories only.
  - b. Neon illumination utilized as a sign copy projection, border, frame, or other embellishment of sign copy, or other features consistent with the definition of "Sign" in this Code, shall not be included in the total square footage of the sign, provided the measured area of any such projection or detailed embellishment does not exceed twelve (12) square feet in area. Where such augmentations do exceed twelve (12) square feet in area, such features shall be included and counted against the permitted sign area for the use.
- (5) All electronic message signs must meet the following illumination standards:
  - a. No sign shall be brighter than is necessary for clear and adequate visibility.
  - b. No sign shall be of such intensity or brilliance as to impair the vision of a motor vehicle driver or to otherwise interfere with the driver's operation of a motor vehicle.
  - c. No sign shall be of such intensity or brilliance that it interferes with the effectiveness of an official traffic-control sign, device or signal.
  - d. All signs must be equipped with a mechanism that automatically adjusts the brightness of the display in response to ambient conditions, such that the display is automatically dimmed as ambient light levels decrease.
  - e. The illumination of a sign at full brightness shall not exceed 0.3 footcandles above the footcandle level with the sign turned off when both measurements are taken perpendicular to the sign at a distance determined by the following formula: measurement distance = square root of area of sign in square feet x 100.
  - f. All signs shall contain a default mechanism that will cause the sign to revert immediately to a black screen if the sign malfunctions.

**C. Construction and Maintenance.** All signs shall be constructed and maintained in accordance to the following standards:

(1) Construction.

- a. All signs shall comply with the applicable provisions of the adopted versions of the International Building Code and International Electrical Code.
- b. Any sign as defined in this Code, shall be designed and constructed to withstand wind pressures and receive dead loads as required in the building code adopted by the City of Leander. Any sign, other than a wall sign, shall be designed, installed, and maintained so that it will withstand a horizontal pressure of thirty (30) pounds per square foot of exposed surface.

(2) Maintenance. All signs shall be maintained in good structural condition, in compliance with all building and electrical codes, and in conformance with this Code, at all times.

- a. The Building Official shall have the authority to order the painting, repair, or removal of a sign and accompanying landscaping which constitutes a hazard to safety, health or public welfare by reason of inadequate maintenance, dilapidation, obsolescence or abandonment.
- b. If the Building Official finds that any sign is maintained in violation of the provisions of this Code, he/she shall give written notice of the violation to the owner or person entitled to possession of the sign or the owners of the property where the sign is located by certified and regular mail, or by personal delivery. If the City is unable to contact the owner by mail or personal delivery, the requirements of written notice shall be fulfilled by publishing notice in the newspaper.
- c. If the person fails to alter or remove the sign so as to comply with this Code within thirty (30) days after notice has been given, the Building Official may cause the sign to be altered or removed at the expense of the owner or person entitled to possession of the property or sign, or to the owner's of the property, and shall, upon the determination of the expenses, certify them to the City.
- d. If appealed, this decision shall be subject to review by the Board of Adjustment/Appeal in accordance with the provisions herein. Notification shall be by certified mail. If within fifteen (15) days, the maintenance orders are not complied with, the Building Official may order the sign removed at the owner's expense under the provisions of this ordinance.
- e. The Building Official shall notify the owner or person entitled to possession of the sign or property of the total costs incurred for the alteration or removal of the sign, and if that person fails within thirty (30) days after the date of notification to pay the entire costs and expenses of the repair, alteration or removal, then the costs and expenses shall become a lien against the property.

**SECTION 3.08.012. PERMITTED SIGNS.**

The following sign types are permissible upon issuance of a sign permit, unless exempted in Section 3.08.009, subject to the following conditions and specification listed in this section of this Code. Signs that do not comply with the following conditions and the specifications are considered prohibited, including exempted signs. Table 1 identifies the permitted signs by type and Land Use Category.

**A. Temporary Signs****(1) Banner Signs.**

- a. Maximum sign area is forty-eight (48) square feet.
- b. Maximum height is four (4) feet.
- c. Location is restricted to a setback of ten (10) feet from property line adjacent street right-of-way.
- d. Time restriction per sign is two (2) weeks four (4) times per calendar year. The periods may be combined. Each tenant space or building located on a single lot or in a complex shall be allowed an individual banner as regulated per this Code.
- e. Spacing of signs shall be a minimum of eighty (80) feet between banners.
- f. Banner Signs are permitted to extend over public right-of-way on U.S. Highway 183 only. A copy PEC's approval shall be submitted with the permit application.

**(2) "A" and "T" Frame Signs,**

- a. The maximum sign area is twelve (12) square feet.
- b. The maximum height is four (4) feet.
- c. Location is restricted:
  - (i) Signs shall be placed on the property where the business is located.
  - (ii) Sign shall not be located in a manner to impede pedestrian movement. An unobstructed pedestrian clearance of at least four (4) feet in width shall be provided adjacent to the sign.
  - (iii) Shall not be located in required parking spaces.
  - (iv) Shall be placed no closer than twenty (20) feet from other "A" or "T" signs.
- d. Time restriction per sign is limited to during to business hours only.
- e. Quantity is restricted. One (1) per business or tenant on the property.



- (3) Future Development Signs,
  - a. Maximum sign area:
    - (i) Freestanding – forty (40) square feet
    - (ii) Wall signs – ten (10) percent of building or lease space façade it is attached to.
  - b. The maximum height is per Road Type and shall comply with the heights associated with Freestanding – Monument signs as listed in Section 3.08.012 (B)(5).
  - c. Location is restricted to be located on the property where activity is to occur.
  - d. Quantity is restricted:
    - (i) One (1) freestanding sign per street frontage.
    - (ii) One (1) wall sign per single tenant building or per tenant space.
  - e. Time restriction per sign is limited to display no earlier than thirty (30) days before the commencement of the activity and shall be removed no later than thirty (30) days after the activity is completed, or the installation of a permanent sign, whichever occurs first.
  
- (4) Vending Machine Signs,
  - a. Maximum sign area is restricted to the surface area of the vending machine or gasoline pump.
  - b. One four (4) square foot sign per machine or pump may project a maximum of two (2) feet above the top of said machine or pump.
  
- (5) Stake Signs – All Stake signs are subjected to the following area and height restrictions unless otherwise specified:
  - a. Maximum sign area is six (6) square feet.
  - b. Maximum height is three (3) feet.
  - c. Multi Family Complex:
    - (i) Location restricted – signs shall not be placed closer than sixty (60) feet from one another and a minimum of thirty (30) feet from a side property line.
    - (ii) Time restricted – signs may be placed between the right-of-way and the front of the building(s) no earlier than Friday noon (12:00 P.M.) and removed by Sunday at 6:00 p.m.
  - d. Civic:
    - (i) Time restricted – signs shall be erected no more than seven (7) days prior to the meeting or event and removed no more than forty-eight (48) hours after the meeting or event.
  - e. Garage Sale:
    - (i) Time restricted – signs shall only be posted Thursday, Friday, Saturday and Sunday. All signs shall be removed by midnight of the last days of the sale or Sunday, whichever comes first. Signs removed by the City will be subject to a fine of fifty dollars (\$50) for up to five (5) signs removed, with ten dollars (\$10) for each additional sign removed due and payable by the property owner on which the sale occurred.
    - (ii) Location restricted – signs shall be located on private property. Signs located on private property away from the sale site shall have permission from property owner.
  - f. Contractor Signs.
    - (i) Maximum Sign Area shall not exceed a maximum of four (4) square feet.

- (ii) Maximum height is two (2) feet.
- (iii) Location is restricted: Contractor signs shall not be placed in the public right-of-way and shall not be located within any sight triangle.

(6) Government Signs:

- a. Maximum area and height – no restrictions.

(7) Open House:

- a. Time restricted – shall be erected no earlier than one (1) hour prior to the time of the open house and shall be removed no later than one (1) hour after the time of the open house.

(8) Residential Real Estate Signs:

- a. Quantity – Maximum of one (1) sign per street frontage.

(9) Model Home Signs:

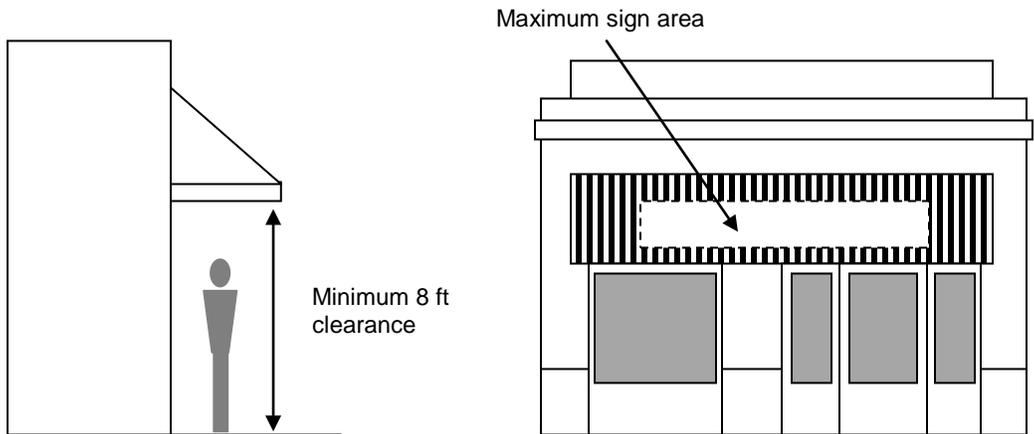
- a. Maximum sign area is thirty-two (32) square feet.
- b. Maximum height is eight (8) feet.
- c. Location restricted – shall be placed in front of a cluster of one or more model homes per builder.
- d. Quantity restricted – One (1) sign per cluster of model homes per builder.
- e. A nameplate sign that identifies the individual product name is exempt if it does not exceed three (3) square feet nor three (3) feet in height.
- f. Time restricted – All model home signage shall be removed from the premises upon sale of the last model in the cluster.

**B. Permanent Signs**

(1) Awning and Canopy Signs

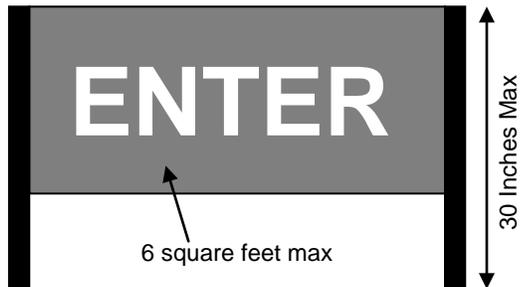
Building Criteria	Signs shall be integrated into the awning/canopy unless the awning/canopy is made of a rigid material, in which case the sign may be mounted onto it.					
Number, Amount of Building Signage/Items of Information	This type of sign shall only be permitted if total sign display area of all building signs does not exceed the square footage allowance for wall signs. The maximum square feet of sign display area for awning/canopy signs applies to total amount of information on all awnings/canopies combined.					
Sign Size By Road Type per Occupant Frontage (Amount allowed shall be whichever measurement is less)		<b>Toll Road</b>	<b>Arterial Road</b>	<b>Collector / Local Road</b>	<b>Not Facing a Public ROW</b>	<b>Adjacent to Single Family or Two Family Zoned Property</b>
	Maximum square feet of sign display area	30	25	20	20	0

	for all combined					
Placement (on building)	Signs attached to the top of a rigid awning/canopy shall not project above the wall or parapet. Eight feet of clearance shall be required underneath any sign.					
Materials & Design	Sign applied to a flexible surface such as fabric shall be integrated into the fabric. Signs attached to a rigid awning/canopy shall be made of painted or enameled metal or painted or sealed wood.					
Lighting	No illumination shall be permitted except by lighting attached to a building or integrated into a rigid awning/canopy.					
Electronic Messaging Center (EMC)	Not permitted.					



(2) Directional

- a. Maximum sign area is six (6) square feet.
- b. Maximum height is thirty (30) inches.
- c. Location restricted – shall be located internally of the project site a minimum of seventy-five feet from all public right-of-way.
- d. Style of signs shall be consistent with building materials and architecture of building within the project site.



(3) Flags:

- a. The maximum area is sixty (60) square feet.
- b. The maximum height of a flagpole or other supporting structure in a residential area shall not exceed twenty (20) feet. The maximum height in all other areas shall not exceed the maximum allowed building height within the respective zoning district.
- c. Quantity – A maximum of three (3) flags per project site.

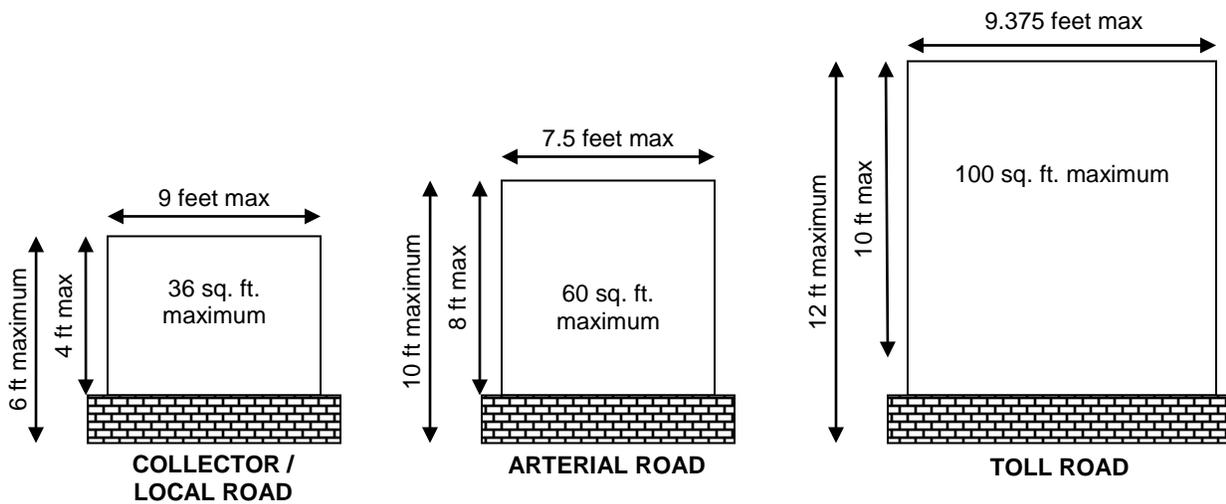
(4) Information

- a. Maximum sign area is twelve (12) square feet.
- b. Maximum height is five (5) feet.
- c. Location is restricted:
  - (i) At a public building or church such sign shall be located at or near the entrance.
  - (ii) For a neighborhood, such sign shall be located within the subdivision at a commonly traveled location, for example, near the neighborhood park or amenity center, the main mail station, or the main entrance to the neighborhood. Such sign shall be located on property maintained by the neighborhood/homeowners association or with a written agreement between the property owner and the association. Such sign shall not be placed closer than one hundred fifty (150) feet from the intersection of a collector street and an arterial street, as defined in the Leander Transportation Plan.
- d. Quantity restricted – A maximum of one (1) information sign shall be allowed for each neighborhood group, church, or public development complex. An information sign shall not be considered a pylon sign in this Code.

- (5) Freestanding – Monument. Freestanding identification of a single business or plaza is permitted by a monument sign.

<p>Site Criteria</p>	<p>Every lot is entitled to a monument sign. A spacing of one hundred fifty feet shall be maintained between all monument signs. Additional monument signs shall be allowed for multi-tenant developments. These monuments may be permitted as long as they meet the minimum spacing requirements and that tenant only has signage on one monument per roadway.</p>			
<p>Sign Size by Road Type</p>	<p>One per road frontage. Freestanding signs shall be placed a minimum of five feet from any side property line. When more than one freestanding sign is allowed, a tenant's sign in the center shall be allowed on only one of the multi-tenant center signs.</p>			
<p>Sign Size By Road Type or Special Area</p>		<p><b>Toll Road</b></p>	<p><b>Arterial Road</b></p>	<p><b>Collector / Local Road</b></p>
	<p>Maximum square feet of sign display area</p>	<p>100</p>	<p>60</p>	<p>36</p>
	<p>Maximum Height</p>	<p>12'</p>	<p>10'</p>	<p>6'</p>
<p>Sign Structure Requirements - Bases, Caps, Proportion, etc.</p>	<p>No less than 75% of the width of the sign shall be in contact with the ground. For all signs between six and twelve feet in height, a two-foot high stone, stucco or brick base shall be required</p>			
<p>Sign Display Area</p>	<p>Items of information shall be surrounded by a margin of 10% of the smaller dimension of the sign display area of any panel contained in a freestanding sign. Freestanding cabinet signs shall have a surround around the cabinet, and the cabinet shall be flush with or inset from sign surround.</p> <p>Street address shall be included on sign. The address shall not be calculated towards the sign area unless the street address is also the name of the center, business or development, or in such case that the street address exceeds six (6) square feet.</p> <p>For multi-tenant developments, the development name, if included as an integral part of the monument structure (i.e. not a separate panel), will not count towards the maximum sign face area as long as the area of the development name does not exceed 20% of the allowable maximum sign face area.</p> <p>For signs with multiple sign panels, the background color for all sign panels on the sign shall be consistent.</p>			

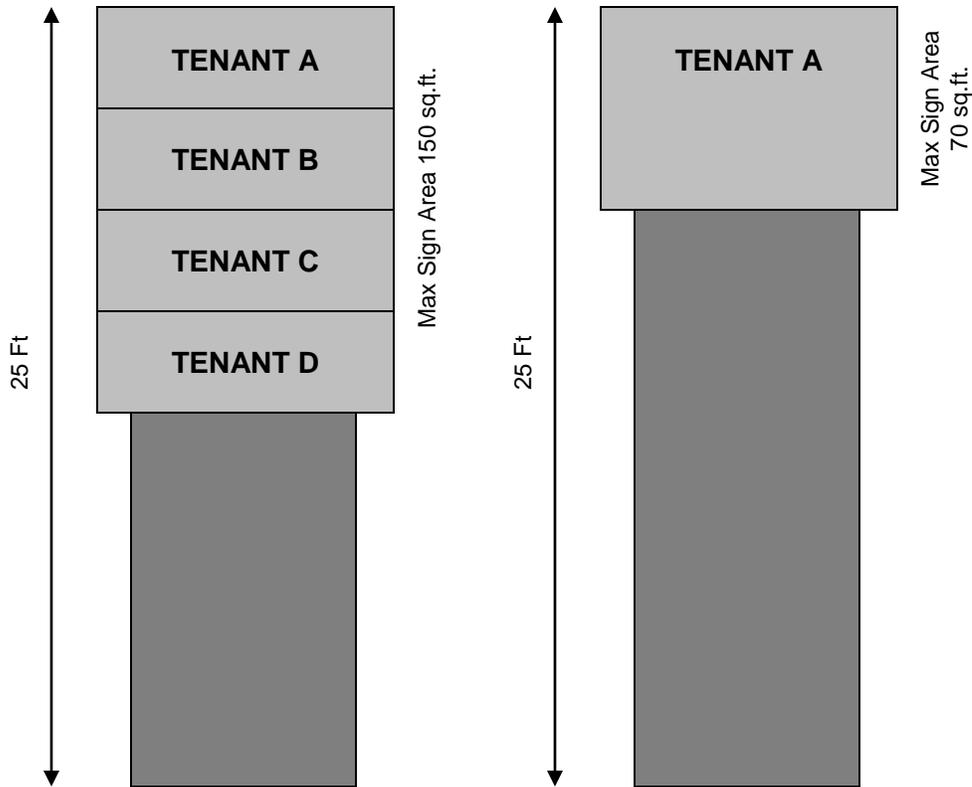
Sign Structure Materials	Monument signs shall be constructed of stone, brick or other masonry maintenance free material. The design and construction of both monument and signs shall be compatible with the architecture and style of the development on the project site. The base of the sign shall be protected by a landscape area to be maintained in a healthy condition.
Lighting	Internal illumination shall be permitted. External illumination and illumination by halation are permitted.
Electronic Messaging Center (EMC)	EMCs shall display text only for up to 1/3 pr thirty-two (32) square feet of the sign display area, whichever is less.



(6) Pylon Signs.

Site Criteria	Pylon signs are only permitted for multi-tenant development with a least 200 feet of frontage on a Toll Road.			
Sign Size by Road Type	One per site in lieu of another allowable freestanding sign unless otherwise approved as part of a Master Sign Plan. Freestanding signs shall be a minimum of five feet from any side property line.			
Sign Size By Road Type or Special Area		<b>Toll Road</b>	<b>Arterial Road</b>	<b>Collector / Local Road</b>
	Maximum square feet of sign display area for single tenant sign	70	0	0
	Maximum square feet of sign display area for multi-tenant sign	150	0	0

	Maximum Height	25'	0	0
Sign Structure Requirements - Bases, Caps, Proportion, etc.	Two poles with a surround shall be required for the base of pylon signs. The spacing of the poles shall be no less than 75% of the width of the sign structure. The base of the pylon sign shall be constructed of stone, brick or other masonry maintenance free material. The design and construction of both the base and the signs shall be compatible with the architecture and style of the development on the project site.			
Sign Display Area	<p>Items of information shall be surrounded by a margin of ten percent of the smaller dimension of the sign display area of any panel contained in a freestanding sign. Cabinet signs shall be flush with or inset from sign surround.</p> <p>Street address shall be included on sign. The address shall not be calculated towards the sign area unless the street address is also the name of the center, business or development, or in such case that the street address exceeds six (6) square feet.</p> <p>For multi-tenant developments, the development name, if included as an integral part of the monument structure (i.e. not a separate panel), will not count towards the maximum sign face area as long as the area of the development name does not exceed 20% of the allowable maximum sign face area.</p> <p>For signs with multiple sign panels, the background color for all sign panels on the sign shall be consistent.</p>			
Sign Structure Materials	Stone, brick, cast stone, stucco, and/or a combination thereof. Cabinet signs shall be flush with or inset from sign surround.			
Lighting	External illumination, internal illumination, and illumination by halation shall be permitted. All internal lighting shall have concealed conduits. All external lighting sources shall be shielded from adjacent properties and rights-of-way.			
Electronic Messaging Center (EMC)	Not Permitted.			



(7) Subdivision Development Entrance Sign.

- a. A *Subdivision Development Entrance Sign* is a sign authorized for each major project entry into a legal recorded, multi-lot, multi-sectioned, master-planned subdivision, and contains only the name of the subdivision with no other information. There are three types of subdivision development entrance signs, (1) primary, (2) secondary, and (3) tertiary.
  - (i) General specifications for all Subdivision Development Entrance Signs.  
 All Subdivision Development Entrance Signs shall comply with the following specifications:
    1. Must be a monument sign constructed of stone, brick or other maintenance free material.
    2. The design and construction must be compatible with surrounding development.
    3. Signage may appear on both sides of the entrance roadway within the recorded or master-planned subdivision. The maximum allowable sign face size limitations will apply separately to each side of the street.
    4. Lighting shall be ground lights or lights attached to the top of the sign focused downward directly on the sign.
- b. *Primary Subdivision Entrance Signage* is located at the primary entrance into the subdivision. Primary entrance signage is permitted at only one entrance for each subdivision, except that a second location for primary subdivision entrance signage shall be permitted if two entrances to the subdivision are located on two different arterial roadway intersections, as designated in the

Leander Transportation Plan, or subdivision boundaries. In such case primary entrance signage may be placed at each of the arterial roadway entrances in accordance with this ordinance.

- (i) The maximum area of signage is thirty-two (32) square feet for subdivisions containing one hundred (100) lots or less. For every one hundred (100) lots in the subdivision in addition to the first one hundred, the size can increase an additional ten (10) square feet to a maximum size of sixty-four (64) square feet of total sign face area. If the sign face is incorporated into landscape features, a wall, or architectural feature, the size of the sign face is determined by the area of the smallest rectangle within which the face of the sign can be enclosed.
  - (ii) The maximum height of signage shall be eight feet (8') including any berms, architectural or landscape features.
  - (iii) A subdivision primary entrance sign must be located within the subdivision or at an off premise location adjacent to an arterial roadway within one hundred fifty (150) feet of the primary entrance to the subdivision. It shall not restrict visibility at intersections. The city may enter into a license agreement to permit a subdivision identification sign to be located on public right-of-way. The license agreement shall be in a form acceptable to the City.
  - (iv) When signage is incorporated into a wall, landscape or architectural feature, in addition to the allowed signage on both sides of a street as defined in 5.a.i.3 above, a third location may be permitted within a landscaped median of the subdivision entrance street in accordance to a license agreement specified in 5.b.iii above. The maximum square footage of primary subdivision entrance signage allowed may be distributed between the three (3) signs, so that no one sign exceeds the maximum sign area allowed.
- c. *Secondary Entrance Signs* are located at entrances into the subdivision other than at the primary entrance. They are to be placed at an on-premise location within the subdivision and the sign face shall be a maximum of sixteen (16) square feet in size.
- d. *Tertiary Entrance Signs* are located at the entryway into sections within the subdivision and are permitted only in subdivisions that exceed fifty (50) acres. They are to be placed at an on-premise location within the subdivision. They are used to identify various sections of the subdivision in order to enhance direction within the subdivision. These tertiary signs shall be comprised entirely of stone or masonry, with engraved lettering set within the stone. They shall be monument signs only and shall be limited to a total monument size of twelve (12) square feet. The developer shall represent in writing to the City its plan for perpetual maintenance of such signs by the homeowner's association or similar entity before a permit will be issued for such signs.

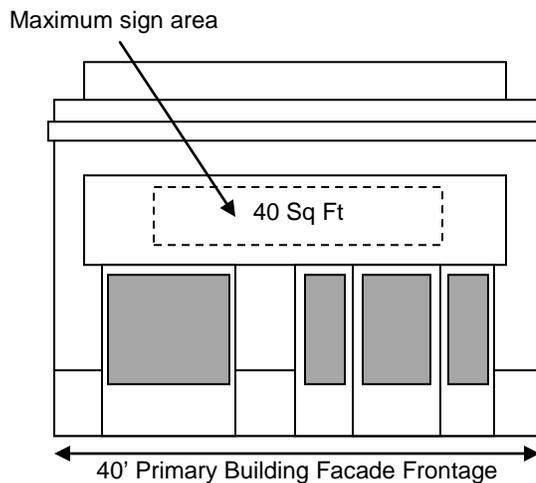
(8) Traffic Control.

- a. Maximum sign area is four (4) square feet.

(9) Wall.

Building Criteria	Building shall have a plane that can accommodate the placement of a sign.					
Number, Amount of Building Signage/Items of Information	Regardless of the length of primary building facade frontage, the owner/occupant is entitled to a sign of at least 20 square feet.					
Sign Size By Road Type per Occupant Primary Building Facade Frontage (Amount allowed shall be whichever measurement is less)		<b>Toll Road</b>	<b>Arterial Road</b>	<b>Collector / Local Road</b>	<b>Not Facing a Public ROW</b>	<b>Adjacent to Single Family or Two Family Zoned Property</b>
	Maximum square feet of sign display area	300	200	75	none	0
	Square feet of sign display area per one linear foot of occupant primary building facade frontage	2.5	2.0	1.5	1.0	0
Placement (on building)	A distance of no less than ten percent of the smallest dimension of the sign display area of a wall sign shall be provided around the entire sign display area and from any architectural features. The maximum height of the sign shall not project above the roof line, or top edge of parapet wall or mansard roof. Projection restricted – signs that project three (3) inches or more from the wall shall maintain a minimum clearance of nine (9) feet from the ground.					

Materials & Design	Internally lit tag lines and pan-faced signs shall be permitted as wall signs. All surfaces of a sign shall be finished. Signs shall be mounted to a building so that the attachment device shall not be visible or discernible. Wall signs shall be constructed of a rigid material. Wall signs exceeding sixteen (16) square feet of sign display area shall not be a single, flat surface.
Lighting	Internal illumination shall be permitted with the exception of in OS and DT special areas. External illumination and illumination by halation are permitted.
Electronic Messaging Center (EMC)	Not permitted.



- (ii) Window.
  - a. Maximum sign area is ten (10) percent of the window area. Signs exceeding ten (10) percent shall be calculated against the maximum wall sign area permitted.
  - b. Hours of business shall not exceed four (4) square feet.

**SECTION 3.08.013. MASTER SIGN PLAN**

**A. Master Sign Plan.**

- (1) Master sign plans are intended for master planned commercial and residential developments. The plans are intended to encourage consistency and architectural compatibility among multiple signs within a development.
- (2) Master sign plans allow flexibility in the allocation of sign area between sign types as approved by the Building Official. In order to be approved, a master sign plan applicant must demonstrate that the plan achieves higher standards of sign design, architectural compatibility and overall project aesthetics.
- (3) Master sign plans only apply to non-residential projects.
- (4) Application. The application shall include the following:
  - a. Proposed sign locations.
  - b. Materials
  - c. Type of illumination

- d. Design of free- standing sign structures
  - e. Size
  - f. Quantity
  - g. Uniform standards for nonbusiness signage, including directional and informational
- (5) Compliance with Master Sign Plan. All applications for sign permits for signage within a multi-tenant occupancy shall comply with the master sign plan
- (6) Signs listed as prohibited signs in Section 3.08.010 are not permitted.

**SECTION 3.08.014. PERMIT REQUIRED TO ERECT OR INSTALL A SIGN**

- A. Permit Required. No sign, other than those exceptions listed in Section 9 or as identified in Table 1, shall be erected, constructed, placed, painted, attached, enlarged, moved, converted, altered (including face changes), or secured to the ground, any building, or any structure, until a permit for such sign has been issued by the Permits Division . An application for a sign permit may be obtained from the Permits Division. The Building Official shall approve or deny an application for a sign permit within thirty (30) days of the City’s receipt of a complete application. A permit will be issued if a proposed sign conforms to all City ordinances. Upon request by the City, a diagram shall be provided showing the location of all signs on the property and/or adjacent properties. Incorrect information shall be grounds for revocation of a permit.
- B. To Whom Issued. No permit for the erection of any sign shall be issued to any person other than the property owner or his/her designated representative. In the case of a special event or permitted vendor, the permit shall be issued to the individual authorized by the City for said activity.
- C. Fees. The fee for sign permits shall be as established in the City’s current Fee Schedule. The fee for a sign permit for a sign that was constructed without a permit shall be twice the cost of a standard permit fee. Non-profit/charitable organizations are exempt from paying permit fees.
- D. Interpretation and Administration. The Building Official shall be responsible for interpreting and administering this Code.

**SECTION 3.08.015. APPLICATION FOR PERMIT.**

- A. An application for a sign permit must be accompanied by the permit fee and shall include such information as is necessary to assure compliance with all appropriate laws and regulations of the City of Leander, including:
- (1) The name and address of the owner of the sign.
  - (2) The name and address of the owner or the person in possession of the premises where the sign is located or to be located.
  - (3) Clear and legible drawings with description definitely showing location of the sign which is the subject of the permit and all existing signs whose construction requires permits, when such signs are on the same premises.
  - (4) Drawings showing the dimensions, construction supports, sizes, foundation, electrical wiring, and components, materials of the sign and method of attachment and character of structure members to which attachment is to be made. The design, quality, materials and loading shall conform to the

- requirements of the building code. If required by the City Building Official or his/her designee, engineering data certified by a licensed structural engineer shall be supplied on submitted plans.
- (5) Approval of property owner is required for all tenant spaces.
- B. Fees for sign permits shall be as specified in the City's current Fee Schedule and calculations of the square footage shall include decorative trim and borders, but exclude supports, except when otherwise specified in this section.
- C. Expiration of sign permits:
- (1) A sign permit shall expire and become void unless a request for final inspection of the sign is made no later than one hundred eighty (180) days after the date the permit is issued.
  - (2) A single 90-day extension of the permit may be requested before the expiration of the permit. Final inspection must be requested before the end of the extension period or the permit becomes void.

**SECTION 3.08.016. NONCONFORMING SIGNS.**

A nonconforming sign shall be allowed to be continued and maintained at its existing location subject to the following conditions:

- A. The face of the sign may be changed, but no change or alteration shall be made that would increase the degree of non-conformity.
- B. A non-conforming sign shall be removed immediately if any of the following applies:
- (1) A non-conforming sign has been abandoned;
  - (2) A non-conforming sign and/or its defined use has been discontinued for a period of ninety (90) days;
  - (3) The Building Official or his/her designee determines the sign to be obsolete or substandard under any applicable ordinances of the City of Leander to the extent that the sign becomes a hazard or dangerous.
- C. A nonconforming sign may not be reconstructed, repaired, or replaced, and shall be removed, if the sign, or a substantial part of it, is destroyed or dismantled for any purpose other than maintenance operations or for changing the letters, symbols, or other matter on the sign. Reconstruction, repair, or replacement of a nonconforming sign shall be completed no later than 90 days following the date of the damage. For purposes of this subsection, a sign, or a substantial part of a sign, is considered destroyed if the cost of repairing the sign is more than 60% of the cost of installing a new sign of the same type at the same location.
- D. For those signs that are nonconforming signs due to the amendment of this Article by Ordinance Number 14-045-00, a Permit for Nonconforming Sign shall be required for all lawful non-conforming signs created by adoption of Ordinance Number 14-045-00. Application for such Permit for Nonconforming Sign for a nonconforming sign shall be filed with the City Building Official by the owner or lessee of the sign within six (6) months of the effective date of Ordinance Number 14-045-00. It shall be the duty of the City Building Official to issue a Permit for Nonconforming Sign for a lawful nonconforming sign, and the refusal of the City Building Official to issue a Permit for Nonconforming Sign for such nonconforming sign shall be evidence that said

nonconforming sign was either illegal or did not lawfully exist at the effective date of Ordinance Number 14-045-00.

**SECTION 3.08.017. HAZARDOUS SIGNS.**

- A. Except as otherwise provided by law or this chapter, no person may install, maintain, or use a sign that:
- (1) Obstructs a fire escape, required exit, window, or door used as a means of escape.
  - (2) Interferes with a ventilation opening, except that a sign may cover a transom window if otherwise in compliance with the International Building and Fire Codes.
  - (3) Substantially obstructs the lighting of public right-of-way or other public property, or interferes with a public utility or traffic control device;
  - (4) Contains or utilizes a supporting device placed on public right-of-way or other public area within the city limits and the extraterritorial jurisdiction of the City, unless the use of the public right-of-way or other public area has been approved by the City and a right-of-way joint use agreement has been filed.
  - (5) Is illuminated in such a way as to create a hazard to pedestrian, bicycle, or vehicular traffic;
  - (6) Creates a traffic hazard for pedestrians, bicyclists, or motorists, by restricting visibility at a curb cut or adjoining public street.
  - (7) Has less than nine (9) feet of clearance above street pavement grade and/or is located outside public right-of-way and within the sight triangle at an intersection that results in impaired sight distance of users of the intersection.
  - (8) Violates a requirement of the Electrical Code;
  - (9) Is determined by the Building Official to be dangerous.
- B. Notice that removal of a hazardous sign is required shall be given by the Building Official, and shall be removed immediately.
- (1) If after such time the sign is not removed, the Building Official may enter the premises and abate the hazardous condition. The reasonable cost of abating the hazardous sign, together with interest on the unpaid balance at the interest rate of 10%, shall be taxed as a lien against the record owner of the property on which the sign is located. A sign removed under this provision shall be held for a period of no less than sixty (60) days after its removal before disposal of the removed sign. If during this period the owner of the sign pays the storage fee, the Building Official shall return the sign to its owner. This provision is not exclusive and in no way restricts or modifies any method authorized by law to seize evidence of a crime.

**SECTION 3.08.018. NOTIFICATION.**

Notification of violations to this section shall be consistent with the Texas Government Code.

**SECTION 3.08.019. VARIANCES.**

- A. A variance to the provisions of this Code shall be considered an exception to the regulations, rather than a right. Whenever a sign to be erected is of such unusual size, shape or nature, and that the strict application of the requirements contained in this Code would result in substantial hardship or inequity, the Board of Adjustment/Appeal may vary or modify, except as otherwise indicated, such requirements as provided for herein, but not of procedure or administration, so that

the developer may erect a sign in a reasonable manner, but so that, at the same time, the public welfare and interests of the City are protected and the general intent and spirit of this Code and preserved in accordance with the following provisions:

- (1) Jurisdiction. When a written request for a variance from the design requirements of this Ordinance is filed:
  - a. The Board of Adjustment/Appeal may approve such written request for variances to the design standards and such variance(s), if granted, shall also be considered to be a modification of the sign regulations, applicable to the specified property within such development within the City limits; or
  - b. After conducting a public hearing of such requested variances, the Board of Adjustment/Appeal may consider each such variance request during the course and process of considering the application for Sign Permit approval given or granted.
  - c. Approval. In granting approval of a request for variance, the Board of Adjustment/Appeal shall conclude that the variance is not contrary to the public interest and, due to special conditions, a literal enforcement of this Code would result in unnecessary hardship, and so that the variance observes the spirit of this Ordinance and concludes that substantial justice is done. The Board of Adjustment/Appeal shall meet these requirements by making findings that:
    - d. The public convenience and welfare will be substantially served;
    - e. The appropriate use of surroundings property will not be substantially or permanently impaired or diminished;
    - f. The applicant has not created the hardship from which relief is sought;
    - g. The variance will not confer upon the applicant a special right or privilege not commonly shared or available to the owners of similar and surroundings property;
    - h. The hardship from which relief is sought is not solely of an economic nature;
    - i. The variance is not contrary to the public interest;
    - j. Due to special conditions, the literal enforcement of this Code would result in an unnecessary hardship; and
    - k. In granting the variance, the spirit of this Code is observed and substantial justice is done.

**SECTION 3.08.020. AMENDMENTS.**

The Council may, from time to time, adopt, amend and make public rules and regulations for the administration of this Code. This Code may be enlarged or amended by the Council after public hearing, due notice of which shall be given as required by law.

**SECTION 3.08.021. ENFORCEMENT.**

- A. Penalty. Any person who shall violate any of the provisions of this Code, 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 Action. The City and/or the City Administrator shall enforce this Code 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 Code and good engineering practices, and the issuance of stop work orders.
- C. Court Proceedings. Upon the request of the City 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 Code, or to obtain declaratory judgement, and to seek and recover court costs and attorney fees, and/or 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 Code.

**SECTION 3.08.022. SEVERABILITY.**

If any provision of this ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the code which can be given effect without the invalid provision or application, and to this end the provisions of this code are declared to be severable.

**SECTION 3.08.023. CODE OF ORDINANCES.**

It is the intention of the Council that this Ordinance shall become a part of the Code of Ordinances of the City of Leander, Texas, and may be renumbered and codified therein accordingly.

**SECTION 3.08.024. 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.

**SECTION 3.08.025. EFFECTIVE DATE.**

This Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the *Texas Local Government Code*, and it is accordingly so ordained.

PASSED AND APPROVED this the 2<sup>nd</sup> day of October, 2014.

**The City of Leander, Texas**

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

ATTEST:

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

# TABLE 1: PERMITTED SIGNS

Sign Type	Land Use Category/Roadway Type					
	Single Family Residential	Multifamily Residential	Non-Residential			Transit Oriented Development Subject to Smart Code
			Collector Local	Arterial	Toll	
<b>Temporary Signs</b>						
Bandit	/	/	/	/	/	SC
Banner	/	P	P	P	P	SC
Inflatable	/	/	/	/	/	SC
A' & 'T' Style	/	/	P	P	P	SC
Future Development	P	P	P	P	P	SC
Human	/	/	/	/	/	SC
Vending	/	C	C	C	C	SC
<b>Stake Signs</b>						
Multi-Family	/	P	/	/	/	SC
Civic	C	C	C	C	C	SC
Garage	C	C	C	C	C	SC
Government	C	C	C	C	C	SC
Improvement	C	C	C	C	C	SC
Open House	C	C	C	C	C	SC
Real Estate	C	C	C	C	C	SC
Model Home	1	1	1	1	1	SC
<b>Permanent Signs</b>						
Awning	/	P	P	P	P	SC
Canopy	/	P	P	P	P	SC
Directional	/	P	P	P	P	SC
Flags	C	C	C	C	C	SC
Information	P	P	P	P	P	SC
Menu	/	/	/	C	C	SC
Freestanding - Monument	2	2	3	3	3	SC
Freestanding - Pylon	/	/	/	/	3	SC
Subdivision Identification	P	P	P	P	P	SC
Traffic Control	C	C	C	C	C	SC
Wall	/	P	P	P	P	SC
Window	/	C	C	C	C	SC

- 1 Permitted when single family use is a permitted use.
- 2 Monument project identification only.
- 3 Monument sign or pole sign.

/	Not Permitted
P	Permit required
C	Compliance with Code required, no permit required
SC	See SmartCode



**City Council Meeting  
October 2, 2014**

**Executive Summary**

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**Agenda Subject:** Discussion and possible action regarding the process for updating the Comprehensive Plan.

**Background:** The City Charter requires the City to prepare a comprehensive plan and to review and consider amendments every five years. The last time the plan received a major update was in 2009. The proposed FY 2014-15 budget includes funds for consulting services to update the comprehensive plan.

Council discussed the process for the comprehensive plan update with the Planning and Zoning Commission at the August 7, 2014 work session. This item is intended to allow Council to determine the membership of a citizen committee to work with staff and the consultant on the update. This item also presents the staff's proposed process for the update with tentative timelines and Council feedback is sought on the proposed process.

**Origination:** Tom Yantis, Assistant City Manager

**Financial  
Consideration:** None

**Attachments:** Proposed Process for the FY 2014-15 Comprehensive Plan Update

**Prepared By:** Tom Yantis, Assistant City Manager

## **FY 2014-15 Comprehensive Plan Update Process**

### **Charter Statement - Article X, Section 10.02**

The council shall adopt and maintain a comprehensive plan, and all public and private development shall conform with the adopted comprehensive plan, or the applicable elements or portions thereof. The comprehensive plan may be amended at any time and shall be reviewed and considered for amendment or revision every five years.

The comprehensive plan adopted by ordinance shall constitute the master and general plan for the development of the city. The comprehensive plan shall contain the council's policies for growth, development and beautification of the land within the corporate limits and the extraterritorial jurisdiction of the city, or for geographic portions thereof including neighborhood, community or area wide plans. The comprehensive plan may include the following elements: (1) a future land use element; (2) a traffic circulation and/or mass transit element; (3) a wastewater, solid waste, drainage and potable water element; (4) a conservation and environmental resources element; (5) a recreation and open space element; (6) a housing element; (7) a public services and facilities element, which shall include but not be limited to a capital improvement program; (8) a public buildings and related facilities element; (9) an economic element for commercial and industrial development and redevelopment; (10) a health and human service element; and such other elements as are necessary or desirable to establish and implement policies for growth, development and beautification within the city, its extraterritorial jurisdiction, or for geographic portions thereof, including neighborhood, community, or area wide plans. The council may provide for financing of all elements contained in the comprehensive plan in accordance with law.

The several elements of the comprehensive plan shall be coordinated and be internally consistent. Each element shall include policy recommendations for its implementation and shall be implemented, in part, by the adoption and enforcement of appropriate ordinances and regulations governing land development, and such ordinances and regulations governing the development and use of land may be as comprehensive and inclusive as the council may, in its discretion, from time to time determine necessary, desirable and not in conflict with state or federal law.

### **Comprehensive Plan Elements**

Elements to be Updated:

- Community Profile and Demographics
- Land Use
- Transportation
- Implementation (including 5 year CIP)

Plan elements to be integrated (already updated or in process):

- Parks, Recreation and Open Space

- Utilities (Water, Wastewater, Stormwater, Solid Waste)
- Public Safety (Police and Fire)

Optional elements to be developed for the first time (never been adopted):

- Economic Development
- Housing
- Health and Human Services
- Public Buildings and Facilities

## Process

Consultant Selection (October - November 2014)

Project Kick Off (December 2014)

Data Collection (December 2014 - January 2015)

Steering Committee Collaboration (Throughout project)

Public Outreach and Input Sessions (February - March 2015)

Document Drafting (March - April 2015)

Public Hearings (April - May 2015)

Project Wrap Up (May - June 2015)

## Project Team

### **Citizen Committee**

- 2 members of City Council
- Planning and Zoning Commission
- 1 member of the Parks Board
- 1 member of the Public Arts Commission
- 1 member of the Economic Development Committee
- 1 member of the Library Foundation

### **Staff Committee - Development Coordination Team**

- Kent Cagle, City Manager
- Robert Powers, Finance Director
- Bill Gardner, Fire Chief
- Joshua Davis, Assistant Fire Chief/Fire Marshal
- Janet Gallagher, Building Official
- Wayne Watts, City Engineer
- Terri Crauford, Assistant City Engineer

- Pat Womack, Public Works Director
- Steve Bosak, Parks and Recreation Director
- Robin Griffin, Senior Planner
- Martin Siwek, Planner
- Eric Zeno, Economic Development Manager
- Greg Minton, Police Chief

**Staff Project Manager** - Tom Yantis, Assistant City Manager



**City Council Meeting  
October 2, 2014**

**Executive Summary**

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**Agenda Subject:** Discuss and consider priorities for FY 2014-15 involuntary annexations.

**Background:** Each year the City evaluates the need for involuntary annexations as a result of growth and development. In 2013, the Council adopted a set of annexation priorities that included the annexation of two established residential areas, Falcon Oaks and Ridgmar Landing, and a large undeveloped area along the extension of Lakeline Blvd. Those annexations have either been completed or are in progress.

Council discussed priorities for FY 2014-15 at its retreat in July and staff has prepared a map that identifies the areas for potential annexation based upon that discussion. These areas are primarily infill opportunities due to recent annexations or are expansions of previous corridor annexations to better reflect property boundaries and provide land use control along major corridors.

**Origination:** Discussion at July 19, 2014 City Council Retreat

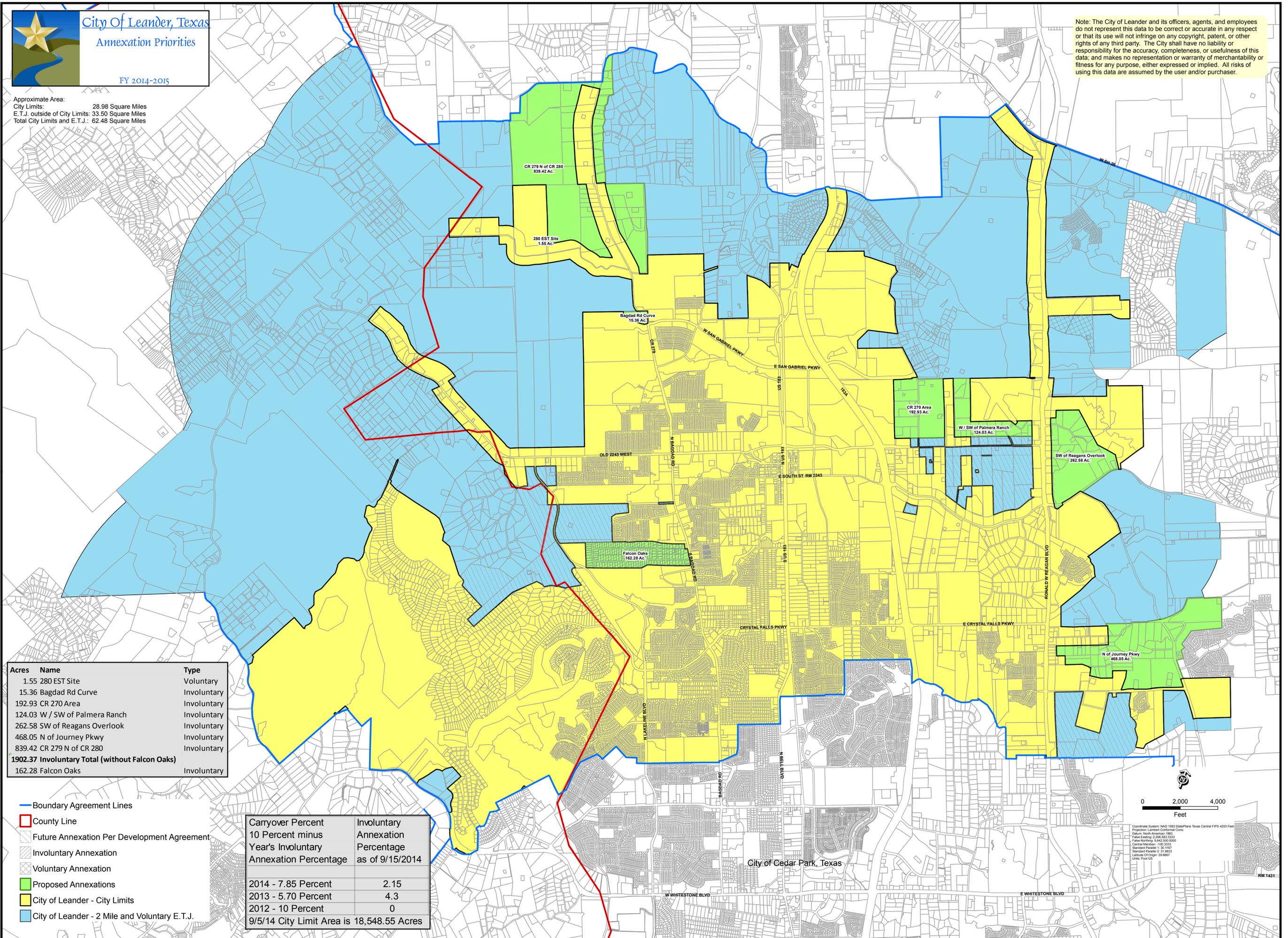
**Financial Consideration:** Depending upon which areas are chosen for annexation, there will be costs associated with the provision of services within those areas.

**Attachments:** Proposed Annexation Priorities for FY 2014-15

**Prepared By:** Tom Yantis, Assistant City Manager

Approximate Area: 28.98 Square Miles  
 City Limits: 33.50 Square Miles  
 E.T.J. outside of City Limits: 62.48 Square Miles  
 Total City Limits and E.T.J.: 62.48 Square Miles

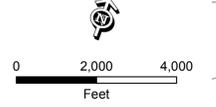
Note: The City of Leander and its officers, agents, and employees do not represent this data to be correct or accurate in any respect or that its use will not infringe on any copyright, patent, or other rights of any third party. The City shall have no liability or responsibility for the accuracy, completeness, or usefulness of this data; and makes no representation or warranty of merchantability or fitness for any purpose, either expressed or implied. All risks of using this data are assumed by the user and/or purchaser.



Acres	Name	Type
1.55	280 EST Site	Voluntary
15.36	Bagdad Rd Curve	Involuntary
192.93	CR 270 Area	Involuntary
124.03	W / SW of Palmera Ranch	Involuntary
262.58	SW of Reagans Overlook	Involuntary
468.05	N of Journey Pkwy	Involuntary
839.42	CR 279 N of CR 280	Involuntary
<b>1902.37</b>	<b>Involuntary Total (without Falcon Oaks)</b>	
162.28	Falcon Oaks	Involuntary

- Boundary Agreement Lines
- County Line
- Future Annexation Per Development Agreement
- Involuntary Annexation
- Voluntary Annexation
- Proposed Annexations
- City of Leander - City Limits
- City of Leander - 2 Mile and Voluntary E.T.J.

Carryover Percent 10 Percent minus Year's Involuntary Annexation Percentage	Involuntary Annexation Percentage as of 9/15/2014
2014 - 7.85 Percent	2.15
2013 - 5.70 Percent	4.3
2012 - 10 Percent	0
9/5/14 City Limit Area is 18,548.55 Acres	



Coordinate System: NAD 1983 StatePlane Texas Central FIPS 4203 Feet  
 Projection: Lambert Conformal Conic  
 Datum: North American 1983  
 False Easting: 2,096,583.3333  
 False Northing: 9,842,500.0000  
 Central Meridian: -100.5333  
 Standard Parallel 1: -31.1467  
 Standard Parallel 2: -31.8833  
 Latitude Of Origin: 29.8667  
 Units: Foot US

City of Cedar Park, Texas



**Executive Summary**

**October 02, 2014**

- 
- Agenda Subject:** Planning & Zoning Commission Progress Report for September 2013 to September 2014.
- Background:** The Planning & Zoning Commission Progress Report is required to be submitted to the City Council on an annual basis.
- Origination:** City of Leander Planning and Zoning Commission
- Financial Consideration:** None
- Recommendation:** The Planning & Zoning Commission recommended to endorse and forward the Progress Report to City Council at the September 25, 2014 meeting.
- Attachments:** 1. Annual Progress Report
- Prepared By:** Tom Yantis, AICP  
Assistant City Manager
- 09/26/2014



## **PLANNING & ZONING COMMISSION ANNUAL PROGRESS REPORT**

**OCTOBER 2013 THROUGH SEPTEMBER 2014**

### **GENERAL INFORMATION**

The Planning and Zoning Commission is assigned the duties and powers by Section 14.108, number 10 of the Leander City Code to “*Submit each September a progress report to the City Council summarizing its activities, major accomplishments for the past year and a proposed work program for the coming year. The report shall contain for the year the attendance record of all members and the identity of commission officers.*”

### **SPECIAL PROJECTS / TRAINING**

#### **Special Projects**

The Planning and Zoning Commission completed several major projects during the fiscal year including the following:

- Major updates to the SmartCode, TOD Land Use map and Conventional Development Sector standards
- Update to the Transportation Plan
- Adoption of a Future Land Use Plan based upon the node concept
- Updates to the Composite Zoning and Subdivision Ordinances to implement Comprehensive Plan priorities including tree preservation, landscaping and other items
- Major update to the Sign Ordinance

#### **Special Meetings**

As a part of the special projects listed above, the Commission participated in the following special meetings:

January 9, 2014 - joint work session with City Council regarding TOD updates

February 20, 2014 - joint work session with City Council regarding Comprehensive Plan implementation priorities

February 27, 2014 - joint work session with City Council regarding TOD updates

March 18, 2014 - joint work session with City Council regarding TOD updates

May 6, 2014 - joint work session with City Council regarding TOD updates

August 5, 2014 - retreat and training session

August 7, 2014 - joint work session with City Council regarding zoning ordinance and comprehensive plan update

### **Training**

The Commission took part in several training opportunities throughout the year including:

- Commissioner Wixson attended the 2013 Texas APA Conference in Galveston
- Commissioners Saenz and Stephenson attended a Conservation Subdivision seminar in Austin with keynote speaker Randall Arendt
- All Commissioners attended a retreat and training session in Leander which included an overview of the 2013 Texas APA publication *Guide to Urban Planning in Texas*
- Commissioners Anderson and Allen are registered for the 2014 Texas APA Conference in Frisco

## **ORDINANCE AMENDMENTS**

- Composite Zoning Ordinance:
  1. Updated the permitted uses in the GC (General Commercial) and LI (Light Industrial) use component associated with retail sale of new products and bingo.
  2. Added requirements associated with the location of gasoline pumps.
  3. Added screening requirements for fuel pumps.
  4. Moved sexually oriented business from the permitted uses in the LI (Light Industrial) use component to the HI (Heavy Industrial) use component.
  5. Renamed the LI (Light Industrial) use component to HC (Heavy Commercial).
  6. Added screening requirements for residential lots located adjacent to arterials and collector roadways.
  7. Updated the landscape requirements associated with the site standards to include new definitions, tree protection for residential subdivisions, turf grass limits, planting requirements for park lots, invasive species regulations, tree diversification requirements, and penalties for removing trees without approval.
  8. Added regulations for drainage and detention facilities to limit the amount of exposed concrete.
  9. Clarified the parking lot connections requirements.
  10. Added regulations associated with riparian corridors.
  
- Subdivision Ordinance:
  1. Added temporary storage of fill material requirements.
  2. Added definitions associated with reciprocal access and riparian corridors.
  3. Added tree protection plan requirements for residential subdivisions.
  4. Updated the transportation improvements to include reciprocal access between lots.
  5. Added regulations associated with riparian corridors.
  6. Added penalties for removing trees without approval.
  7. Removed the public hearing requirements associated with preliminary and final plats.

- Comprehensive Plan:
  1. Amended the Roadway Plan to relocate the C8 Collector (aka Raider Way).
  2. Adopted the Transportation Plan that replaced the Roadway Plan. The Transportation Plan included the following changes:
    - a. Adding secondary trail corridors, Kauffman Loop, A2 (Arterial Roadway), and the North/South Connector between South Street and Hero Way
    - b. Realigning A1 (Arterial Roadway), C2 (aka Collaborative Way), and East Crystal Falls Parkway
    - c. Removing CR 267, CR 268, CR 270, and Parkside Parkway
    - d. Updating roadway names to reflect new names adopted by City Council or new roadways that were recently platted
    - e. Increasing the width of sidewalks/trails and adding sidewalks/trails
  3. Adopted a Node Plan including the Town Center, Community Center, and Neighborhood Center nodes for commercial, educational, recreational, and civic activities within walking radii of residential neighborhoods. In addition, a Future Land Use Plan was adopted explaining the permitted uses in the different nodes.
  
- Sign Ordinance:
  1. Added illustrations to the measurement criteria, definitions, and general descriptions of signs.
  2. Updated the list of prohibited signs.
  3. Updated how sign area is measured based on the road classification.
  4. Added provisions for Master Sign Plans.
  5. Added permitted signs table.
  
- SmartCode:
  1. Adopted Conventional Development Standards that establish regulations for properties that are designated CD Sector (Conventional Development).
  2. Adopted a Sector Planning Area Map that includes 5 sectors, S1 - General, S2- Transit, S3-Old Town, CD-Conventional Development and OS-Open Space.
  3. Added incentives to encourage development in Old Town
  4. Revised Transect Zones for Old Town
  5. Provided consolidated summary tables for the Transect Zones
  6. Removed or reduced minimum building height requirements
  7. Changed minimum densities to maximum densities for residential
  8. Allowed more flexibility in parking location by adding B and C Street options
  9. Streamlined the development process to more closely match the processes in the Composite Zoning Ordinance and Subdivision Ordinance
  10. Reorganized the development standards within the chapters of the SmartCode to make them easier to read and understand
  11. Removed minimum parking standards and provide an option to establish maximum parking ratios
  12. Added the Signage module which has easy to understand standards for signage

<b>REVIEW ACTIVITY - OCTOBER 2013 TO OCTOBER 2014</b>
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The Planning and Zoning Commission reviewed the following:

Concept Plans:	7
Preliminary Plats:	14
Final Plats:	20
Short Form Plats:	3
Zoning Cases:	26
TOD Zoning Cases:	3
Special Use Permits:	0
Ordinance Amendments:	7

<b>CASES WHERE CITY COUNCIL ACTION DIFFERED FROM P&amp;Z</b>
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1. 13-Z-026 Travisso PUD

- *Zoning Request:* Consider action on rezoning of several parcels generally located to the west of Bloody Hollow, abutting FM 1431 on the south and Nameless Road on the west; 2,118.6 acres more or less. Currently, the property is zoned SFR-2-A (Single-Family Rural), SFR-2-B (Single-Family Rural), SFR-3-B (Single-Family Rural), SFE-2-A (Single-Family Estate), SFS-2-A (Single-Family Suburban), SFS-2-B (Single-Family Suburban), SFU-2-A (Single-Family Urban), SFC-2-A (Single-Family Compact), MF-2-B (Multi-Family), GC-3-A (General Commercial), and GC-3-B (General Commercial). The property is proposed to be zoned PUD (Planned Unit Development); Leander, Travis County, Texas.
- *P&Z action:* Approve with staff recommendation and the following conditions:
  - a. The sidewalk along FM 1431 shall be constructed if FM 1431 is improved to accommodate sidewalks during the term of the development agreement.
  - b. The applicant will hold a meeting with the neighboring property owners to discuss issues raised during the P&Z hearing prior to final Council action.
  - c. The zoning district permitted in the COM district shall be GC-3-A instead of GC-3-B
  - d. The architectural standard in the MU district shall require 100% masonry on the walls of structures visible from a greenbelt.
  - e. Fencing will be limited to wrought iron (or tubular metal) when constructed along greenbelts.
- *City Council action:* Approve with Planning & Zoning Commission recommendations without the sidewalk recommendation.

2. 13-Z-025 Highland Trails PUD

- *Zoning Request:* Consider action on the rezoning of a tract of land located on the northwest corner of Osage Drive and Highland Trail; 0.94 acres more or less out of the AW0896 – Morris, J Survey; WCAD Parcel #R484296. Currently, the

property is zoned SFU-2-B (Single-Family Urban). The property is proposed to be zoned PUD (Planned Unit Development), Leander, Williamson County, Texas.

- *P&Z action:* Motion to approve the zoning request. Motion failed with 5 voting against and 2 voting for approval.
- *City Council action:* Motion made to deny the request and waive fees for applicant to resubmit at a later date. Motion passes unanimously.

3. 14-Z-012 Frio Lane:

- *Zoning Request:* Consider action on the rezoning of a parcel generally located approximately 190 feet north of the intersection of Vista Ridge Drive and Bagdad Road on the west side of Bagdad Road; 3.537 acres more or less out of the Moses S. Hornsby Survey Abstract No. 259; Parcel #R032162. Currently the property is zoned interim SFR-1-B (Single Family Rural). The property is proposed to be zoned SFU-2-B (Single Family Urban), Leander, Williamson County, Texas.
- *P&Z action:* Commission moved to take no action on this zoning request due to the cancellation of the meeting caused by severe weather as instructed by the Fire Department.
- *City Council action:* Council moved approval; passed unanimously.

4. 14-Z-013 SmartCode TOD Update

- *Zoning Request:* 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.
- *P&Z 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 Wixson 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 moved 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.

- *City Council action:*

- 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”.

5. 14-Z-009 Crystal Falls Cottages PUD

- *Zoning Request:* Consider action on the rezoning of a tract of land generally located to the southwest of the intersection of Crystal Falls Pkwy & Christine Dr. for 9.604 acres more or less of land located in the Lucius B. Johnson Sur 426 & the Bittick Sur. 144, TCAD Parcel #823336 and WCAD Parcel #R484293. Currently, the property is zoned SFT-2-A (Single Family Townhome) and LO-2-A (Local Office) and the applicant is proposing to zone the property PUD (Planned Unit Development), Leander, Travis and Williamson Counties, Texas.
- *P&Z action:* Commissioner Wixson moved to approve the zoning request of PUD (Planned Unit Development) with the following conditions
  - a. Street lighting is required at the intersections between the drives and public streets. Street lighting is optional in the interior of the project.
  - b. Fencing shall be limited to wrought iron or tubular metal.
  - c. The masonry requirement shall be increased to 10%.

Vice Chairman Stephenson seconded the motion. Motion passed 5 to 2 with Commissioner Sokol and Commissioner Allen opposing.

- *City Council action:* Motion made by Council Member Siebold to approve with changes to the fencing to require wrought iron or tubular, street lights at the intersections between drives and public streets and alternative color palletes to be brought back before second reading. The masonry requirement was approved as proposed. Second by Council Member Navarrette. Motion passes, 6 to 1 with Council Member Abruzzese voting against.

6. 14-Z-020 Larson Commercial

- *Zoning Request:* Consider action on the rezoning of five tracts of land generally located at 3034 Hero Way approximately 3,330 feet to the east of the intersection of Hero Way and 183A Toll Road; for 41.666 acres more or less; WCAD Parcels #R031586, #R031588, #R031589, #R031584 and #R031585. Currently, the property is zoned Interim SFR-1-B (Single Family Rural) and the applicant is proposing to zone the property HC-5-D (Heavy Commercial), Leander, Williamson County, Texas.
- *P&Z action:* Commissioner Wixson moved to approve the zoning request of HC-5-D (Heavy Commercial), Commissioner Anderson seconded the motion. Motion passed 5 to 2 with Vice Chairman Stephenson and Commissioner Allen opposing.
- *City Council action:* Motion made by Council Member Dishongh to approve with the following conditions:
  - a. 500 feet from Hero Way to be zoned HC-4-C
  - b. 1000 feet from north property line to be zoned HC-4-C
  - c. Remaining portion of property (middle) to be zoned HC-5-D

The following will be prohibited uses:

- a. Bingo
- b. Hooka Lounge
- c. Pawn Shop
- d. Payday Lending Business
- e. Tattoo and/or Body Piercing Parlor

The following will be Prohibited Site Component Uses:

- a. Outdoor Entertainment Venues
- b. Outdoor Animal Boarding

Second to the Motion by Council Member Abruzzese. Motion passes, all voting “aye”

7. 14-Z-021 Fab-Con

- *Zoning Request:* Consider action on the rezoning of two tracts of land located at 2937 Hero Way for 6.42 acres more or less; WCAD Parcels #R508107 and #R031283. Currently, the property is zoned Interim SFR-1-B (Single Family Rural) and the applicant is proposing to zone the property HI-5-D (Heavy Industrial), Leander, Williamson County, Texas.
- *P&Z action:* Vice Chairman Stephenson moved to approve the zoning request of HI-5-D (Heavy Industrial), Commissioner Sokol seconded the motion. Motion passed 6 to 1 Commissioner Allen opposing.
- *City Council action:* Motion made by Council Member Abruzzese to approve the HI-5-D zoning with the following conditions:

The following will be prohibited uses:

- a. Bingo
- b. Hooka Lounge
- c. Pawn Shop
- d. Payday Lending Business
- e. Tattoo and/or Body Piercing Parlor
- f. Sexually Oriented Businesses

Second to the Motion by Council Member Navarrette. Motion passes, all voting “aye”

The Planning & Zoning Commission and City Council held a joint workshop where these discrepancies were discussed.

**PROPOSED WORK PROGRAM**

The proposed work program for 2014-15 includes continuing to implement the priorities in the Comprehensive Plan through updates and revisions to the City's ordinances. In addition to implementing the priorities from the 2009 Comprehensive Plan update, the P&Z will be integrally involved in the 2014-15 five year update to the Comprehensive Plan.

The Commission also plans to study the possibility of creating a new zoning district to facilitate single-family condominium projects. Currently these projects are only possible under the MF or PUD use components.

The Commission will also be conducting a joint work session with the Parks and Recreation Advisory Board to review the parkland dedication requirements of the Subdivision Ordinance.

The Commission would also like to study ways to expand resident participation in rezoning cases that impact their neighborhood. The Commission is concerned that the current notification requirement for properties within 200 feet of a property subject to a rezoning request does not provide residents adequate opportunity to be involved in the rezoning public hearing process.

**ATTENDANCE RECORD**

Total absences from October 2013 – October 2014 were as follows:

<b>Name/Position</b>	<b>Number of Absences</b>
Michelle Stephenson (Vice Chair), Place 1:	4
Joel Wixson, Place 2:	2
Jason Anderson, Place 3:	Term began 2/13/14 0
Sid Sokol, Place 4:	2
Richard Allen, Place 5:	4
Betty Saenz, Place 6:	3
Jeff Seiler (Chair), Place 7:	0

Total regular meetings for the year – 23



**Executive Summary**

**October 2, 2014**

- 
- Agenda Subject:** Consider nominations for appointment to Public Arts Commission, Economic Development Committee and Committee for People with Disabilities
- Background:** The Public Arts Commission has one vacancy. The Economic Development Committee and Committee for People with Disabilities do not have a set number of positions to serve on the Committee.
- Origination:** Board Selection Committee
- Financial Consideration:** No financial impact to the City
- Recommendation:** No staff recommendation
- Attachments:** Applications: Cindy Zampich  
Jennifer Jones  
Kris King  
Peter Massana
- Prepared By:** Debbie Haile, TRMC, City Secretary



# CITY OF LEANDER, TEXAS



## Board & Commission Application

Please check appropriate boxes for all Boards or Commissions you are interested in serving on.

- |  |  |
|--|--|
| <input type="checkbox"/> Planning & Zoning Commission      | <input checked="" type="checkbox"/> People with Disabilities Committee |
| <input type="checkbox"/> Economic Development Committee    | <input type="checkbox"/> Board of Adjustment/Appeal                    |
| <input type="checkbox"/> Parks & Recreation Advisory Board | <input type="checkbox"/> Ethics Commission                             |
| <input type="checkbox"/> Public Art Commission             | <input type="checkbox"/> Veterans Park Committee                       |
| <input type="checkbox"/> TIRZ/Development Authority Board  | <input type="checkbox"/> Library Foundation Board                      |

PERSONAL INFORMATION	
Name: <u>Cindy Zampich</u>	
Home Address: <u>805 Mallard Lake Trail</u>	City <u>Leander</u> Zip <u>78641</u>
Home Phone: <u>N/A</u>	Cell Phone <u>512-517-8316</u>
Email Address: <u>Zampich@sbcglobal.net</u>	
Do you live inside the Leander City Limits? <input checked="" type="checkbox"/> Yes <u>8</u> years <input type="checkbox"/> No <input type="checkbox"/> ETJ?	
Are you a current registered voter? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please provide copy of voter registration card	

OCCUPATIONAL INFORMATION	
Business Name <u>Special Needs Solutions</u>	Occupation <u>Consulant/Advocate</u>
Address: <u>805 Mallard Lake Trail</u>	City <u>Leander</u> Zip <u>78641</u>
Phone: <u>512-517-8316</u>	
Business Owner <input checked="" type="checkbox"/> Yes <input type="checkbox"/> 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 Cindy Zampich Date August 13, 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

August 21, 2014

Dear Mayor Fielder and Associates,

I would like to apply for a position on the People with Disabilities Committee. I feel that I am uniquely qualified for this position as I am involved with persons who have disabilities in all aspects of my life.

As a young woman, I became interested in working with people who have special needs by helping to raise my younger sister who has learning disabilities and speech challenges. In 1985 I attended the University of Kansas and received my BGS in Human Development with emphasis on Early Childhood and Special Education.

In 1997 my second son was born 3 months premature and I began to experience the world of disabilities from a parent perspective. At age 1 my son was diagnosed with cerebral palsy caused by internal bleeding in his brain at birth. Within months I had begun the whirlwind of multiple medical appointments, learning therapy techniques, social worker visits, dealing with insurance companies, etc.

In 2000 our family moved back to Texas and my younger son was enrolled in an early childhood special needs program. As an educator, I felt like I needed to return to work in order to also help other children with disabilities. After substitute teaching his first year, I was offered a full time position the next year and chose to return to school and get my full Special Education certification in Texas. I then taught full time in the Liberty Hill School District for 10 years. During this time, I taught Early Childhood Special Education for 3 years, Head Start Inclusion for 4 years and Life Skills up to 2<sup>nd</sup> grade for 3 years. I was a substitute teacher in Leander last year and will substitute again this year while working to grow my own company.

This business called "*Special Needs Solutions*" is designed to assist families with a special needs member. As a parent of a special needs child, I was given lists of resources available to my family but often had difficulty accessing the services. Frequently the lists were outdated or so long that they were overwhelming. Just trying to sift through the resources, much less find the appropriate resource, access it, fill out the necessary paperwork, find funding or equipment needed, etc. was enough to frustrate the most patient and diligent of parents. Sadly to say, as a working parent there were a few resources I was not able to access for my son. My goal in starting "*Special Needs Solutions*" is to assist other special needs families in finding and accessing the resources that will allow their child and family to thrive.

As I hope you can tell from this letter, Special Needs in all facets is my passion! If I were to serve on your committee, I would work to see that the City of Leander is known for its care and integrity towards persons from all backgrounds and with all abilities.

Sincerely,

Cindy Zampich

Special Needs Solutions

[Zampich@sbcglobal.net](mailto:Zampich@sbcglobal.net)

512-517-8316

## Cynthia (Cindy) A. Zampich

---

805 Mallard Lake Trail, Leander, TX 78641

Home (512) 259-0666, Cell (512) 517-8316 [Email - zampich@sbcglobal.net](mailto:zampich@sbcglobal.net)



### OBJECTIVE

To work in a challenging position educating young children with and/or without special needs, or as a liason between the school district and families with special needs members.

### QUALIFICATIONS

Texas Certified in:      Special Education - EC - 12

   General Education - EC - 4

   ESL - EC - 12

I graduated from the University of Kansas in 1989. My coursework specifically covered Early Childhood Education with emphasis on working with children who have special needs. In 2003 I completed a Special Education Certification Course through Region XIII Educational Service Center. This helped to increase my knowledge and experience with the special needs population.

I also have 11 years of classroom experience teaching young children, 9 of these years working with special needs children. I have worked with children exhibiting a variety of special needs including; ADD, ADHD, Angelman's Syndrome, Asperger Syndrome, Autism, Cerebral Palsy, Communication Disorders and Delays, Downs Syndrome and a variety of other concerns.

From a more personal view, I also have 15 years experience as the parent of a gifted child and 10 years experience with a special needs child. As a parent and an educator I have learned to work with a variety of Behavioral Strategies, Breathing Equipment, Communication Methods and Materials, Feeding Techniques, Picture Communication Schedules, Sensory Adjustment Strategies and Social Skills Training.

## WORK HISTORY

- 2014 – Current      **Leander ISD**  
Leander, TX 78641      (512) 570-0118  
**Substitute Teacher** - Provide flexible coverage for various teachers or instructional assistants. Follow teacher lesson plans, manage classroom and provide positive support to students and staff as needed.
- 2012-2014      **Sheryl Kubala through (Outreach Health Services)**  
Cedar Park, TX 78613      (512)659-9946  
**Nanny** - Care for 4 year old with special needs and infant girl. Plan and implement activities. Work on learning social skills, self care skills and preacademics in a fun and innovative way. Follow special diet and prepare some foods. Assist with feeding and bathing. Transport as needed.
- 2011-2012      **Hope House of Austin**  
Liberty Hill, TX 78642      (512)515-6889  
**Program Coordinator** – Design, implement and train staff in communication and behavioral strategies for special needs client in a residential setting. Assist staff in creating and implementing activities with clients. Refer clients for therapy as needed.  
**HCS Case Manager** – Responsible for individual client paperwork, creating plans and training staff in behavior strategies.
- 2001-2010      **Teacher – Liberty Hill Elementary School**  
Liberty Hill, TX 78642      (512)515-6514  
Plan, implement and adapt the educational curriculum for PPCD, Inclusion and Life Skills classrooms. Assist in initiating and establishing Inclusion program between Head Start and PPCD programs. Assist with screenings and establish testing. Develop and implement I.E.P.'s. Devise and apply behavioral and communication strategies as needed. Communicate and conference with parents.
- 1999-2000      **Teacher – Olathe Christian Church Preschool**  
1996-1997      Olathe, KS      (913) 782-1665  
Plan and implement the educational curriculum for a 4 year old Christian Preschool classroom. Enhance positive social and religious behaviors while encouraging independence and creativity.
- 1995-1996      **Nanny – Carol Dengel**  
Care for and educate a couple of 2 year olds and an infant. Work on learning self care skills, social skills and pre-academics. Promote independence and creativity. Clean up after children.

## EDUCATION

- 2002 – 2003      Region XIII Educator Certification Program, Special Education
- 1985 – 1989      University of Kansas – Lawrence, KS; BGS Human Development  
Courses in Early Childhood and Special Education (22 hours classroom training)



# CITY OF LEANDER, TEXAS



## Board & Commission Application

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- |  |  |
|--|--|
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| <input type="checkbox"/> Parks & Recreation Advisory Board | <input type="checkbox"/> Ethics Commission             |
| <input checked="" type="checkbox"/> Public Art Committee   | <input type="checkbox"/> City Charter Review Committee |
| <input type="checkbox"/> TIRZ/Development Authority Board  | <input type="checkbox"/> Library Foundation            |

PERSONAL INFORMATION	
Name:	<u>Jennifer Jones</u>
Home Address:	<u>15204 Apple Springs Hollow City Leander</u> Zip <u>78641</u>
Home Phone:	<u>NA</u> Cell Phone <u>512-586-5540</u>
Email Address:	<u>Jennifer@JonesOfArt.com</u>
Do you live inside the Leander City Limits ?	<input checked="" type="checkbox"/> Yes <u>5</u> years <input type="checkbox"/> No <input type="checkbox"/> ETJ?
Are you a current registered voter?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If yes, please provide copy of voter registration card	

OCCUPATIONAL INFORMATION	
Business Name	<u>Jones Of Art</u> Occupation <u>Artist</u>
Address:	<u>same "↑"</u> City _____ Zip _____
Phone:	<u>512-586-5540</u>
Business Owner	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <u>WWW.JonesOfArt.com</u>

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 Jennifer Jones Date 8/14/2014

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



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| <input type="checkbox"/> Public Art Commission             | <input type="checkbox"/> Veterans Park Committee                       |
| <input type="checkbox"/> TIRZ/Development Authority Board  | <input type="checkbox"/> Library Foundation Board                      |

PERSONAL INFORMATION	
Name: <u>Kris King</u>	
Home Address: <u>2708 Tumbling River Dr.</u> City <u>Leander</u> Zip <u>78641</u>	
Home Phone: <u>512-986-6544</u> Cell Phone _____	
Email Address: <u>King936@spc.global.net</u>	
Do you live inside the Leander City Limits? <input checked="" type="checkbox"/> Yes <u>2</u> years <input type="checkbox"/> No <input type="checkbox"/> ETJ?	
Are you a current registered voter? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please provide copy of voter registration card	

OCCUPATIONAL INFORMATION	
Business Name _____	Occupation _____
Address: _____ City _____ Zip _____	
Phone: _____	
Business Owner <input type="checkbox"/> Yes <input type="checkbox"/> 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 Kris King Date 8-5-14

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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](mailto:Debbie@leandertx.gov)



# CITY OF LEANDER, TEXAS

## Board & Commission Application



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| <input type="checkbox"/> Parks & Recreation Advisory Board | <input type="checkbox"/> Ethics Commission             |
| <input type="checkbox"/> Public Art Commission             | <input type="checkbox"/> City Charter Review Committee |
| <input type="checkbox"/> TIRZ/Development Authority Board  | <input type="checkbox"/> Library Foundation Board      |

PERSONAL INFORMATION	
Name:	___Peter Messana___
Home Address:	___1512 High Lonesome___ City ___Leander___ Zip ___78641___
Home Phone:	___512-963-7035___ Cell Phone ___512-963-7035___
Email Address:	___peter@austinkayak.com___
Do you live inside the Leander City Limits ?	<input checked="" type="checkbox"/> Yes ___3.5___ years <input type="checkbox"/> No <input type="checkbox"/> ETJ ?
Are you a current registered voter?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If yes, please provide copy of voter registration card	

OCCUPATIONAL INFORMATION	
Business Name	___MSP Holdings, LLC___ Occupation ___CEO___
Address:	___3106 Longhorn Blvd___ City ___Austin___ Zip ___78758___ Phone: ___512-687-3051___
Business Owner	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> 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 *Peter Messana* Date 8/15/14

**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](mailto:Debbie@leandertx.gov)

August 15, 2014

To Whom It May Concern:

Please accept my application for Economic Development Committee. Having moved to Leander a little over a year ago I am keenly interested in helping the City grow and prosper with sustainability beyond only residential growth. I bring a keen sense of expertise in the areas of Small Business, Retail, and Technology having successfully started and grown a business from one individual employee to over 65 with over \$22M in revenue. I believe my background and knowledge of the retail market, site selection and general business knowledge can help the city better understand the needs of growing businesses and what can and cannot work. Below is my short resume/work history:

**CEO**

MSP Holdings, LLC

May 2005 – Present (9 years)

**Sr. Manager**

Dell Financial Services

March 2004 – March 2006 (2 years)

**Six Sigma Project Leader**

Home Depot

1999 – 2004 (5 years)

**Information Technology**

Home Depot

1997 – 2001 (4 years)

**Awards**

40 Under 40 – SportsOne Source – 2011

40 Leaders Under 40 years old in the Sporting Goods Industry

**Education**

University of Arizona

BSBA, Finance and Entrepreneurship

Sincerely,



Peter Messana

CEO

MSP Holdings, LLC