AGENDA
REGULAR CITY COUNCIL
CITY OF LEANDER, TEXAS

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

Thursday ~ November 20, 2014 at 7:00 PM

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

1. Open meeting, Invocation, Pledges of Allegiance

2. Roll Call

3. Staff Comments:

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

CONSENT AGENDA: ACTION

5. Approval of the minutes: November 06, 2014

6. Second reading of Zoning & Subdivision Cases 14-Z-017, 14-CP-008, & 14-PP-007: consider action on the rezoning and approval of the Red Oak Valley Concept Plan and Preliminary Plat for 113.372 acre tract of land, more or less, located at 17680 Ronald Reagan

7. Approval of an updated Water Conservation Plan

8. Approval of the assignment of the Development Agreement with RJ Madden Inc to Meritage Homes of Texas, LLC

9. Award for Vehicle Upfitting, Lettering and Graphics to Cap Fleet Upfitters, Temple, Texas

10. Dedication and Acceptance of Subdivision Infrastructure Improvements for Borho Phase 2 and Borho Phase 5

11. License Agreement for the installation and maintenance of irrigation, landscape, and decorative lighting within the City rights-of-way

12. Approval of the release and termination of the drainage, right-of-way, and public utility easement associated with the Lot 5A of the Bagdad Meadows Unit 2 Replat, Leander, Williamson County, Texas.

13. Ordinance amending Chapter 13 of the Code of Ordinances to add a provision related to underground Utilities

PUBLIC HEARING: ACTION

14. **Public Hearing** on Zoning Case #14-Z-027: Consider a zoning change for a 5.69 acre tract of land, more or less, located at 1001 Horizon Park Blvd from TF-2-B, Two Family to PUD, Planned Unit Development, Leander, Williamson County, Texas
Applicant: Howard Kirk on behalf of Willie Kopecky, Jr. and Sue Kopecky

    Action on Zoning Case #14-Z-027: amending Ordinance #05-018, the Composite Zoning Ordinance for the property located at 1001 Horizon Park Blvd., Leander, Williamson County, Texas

15. **Public Hearing** on Zoning Case #14-Z-028: Consider a zoning change for an 18.00 acre tract of land, more or less, generally located at the northwest corner of the intersection of Old 2243 W. and N. Bagdad Road from LC-2-B, Local Commercial to GC-3-C, General Commercial and MF-2-A, Multi Family, Leander, Williamson County, Texas
Applicant: Bruce Nakfor on behalf of Firstmark Credit Union

    Action on Zoning Case #14-Z-028: amending Ordinance #05-018, the Composite Zoning Ordinance for the property generally located at generally located at the northwest corner of the intersection of Old 2243 W. and N. Bagdad Road , Leander, Williamson County, Texas

16. **Public Hearing** on Subdivision Case #14-TOD-CP-002: Consider a Concept Plan for the Tylerville Tract for 42.3 acres, more or less, generally located 850 feet from the northwest corner of the intersection of W. San Gabriel Pkwy. and US 183, Leander, Williamson County, Texas
Applicant: Bob Wunsch

    Action on Subdivision Case #14-TOD-CP-002: a Concept Plan for the Tylerville Tract, Leander, Williamson County, Texas

17. **Public Hearing** on Zoning Case #14-TOD-Z-026: Consider a zoning change for a 33.67 acre portion of land, more or less, generally located 850 feet from the northwest corner of the intersection of W. San Gabriel Pkwy. and US 183 from PUD/TOD, Planned Unit Development/ Transit Oriented Development to and amended PUD, Planned Unit Development, Leander, Williamson County, Texas
Applicant: Bob Wunsch

    Action on Zoning Case #14-TOD-Z-026: amending Ordinance #05-018, the Composite Zoning Ordinance for the property located 850 feet from the northwest corner of the intersection of W. San Gabriel Pkwy. and US 183, Leander, Williamson County, Texas

18. **Public Hearing** on Composite Zoning Ordinance Case #14-OR-008: Consider amending section of the Composite Zoning Ordinance, to add definitions, update the site components regarding outdoor animal boarding and landscape requirements, to modify requirements for drainage and detention facilities, to amend the masonry wall requirements, to update the architectural standards, to update the site development standards, and to update the garage setback requirements

    Action on Composite Zoning Ordinance Case #14-OR-008: consider amendments to the Composite Zoning Ordinance

19. **Public Hearing** on Comprehensive Plan Case # 14-CPA-003: consider amendments to the Leander Transportation Plan as set forth in the Comprehensive Plan

    Action on Comprehensive Plan Case # 14-CPA-003: amending the Leander Transportation Plan as set forth in the Comprehensive Plan

REGULAR AGENDA

20. Consider and take appropriate action on a resolution approving an application to create the Central Texas Water Development Corporation and approve the Articles of Incorporation and Bylaws of the Corporation

21. Consider and take appropriate action on an Interlocal Agreement with Hays County and Travis County providing for the creation of the Central Texas Water Development Corporation.

22. Consider a Development Agreement between the City of Leander and Waterstone Tylerville, LP for 42.3 acres, more or less, generally located 850 feet from the northwest corner of the intersection of W. San Gabriel Pkwy. and US 183, encompassing the property known as the Tylerville Tract Subdivision within the city limits of the City of Leander, Williamson County, Texas

23. Ordinance Case #14-OR-010: Consider amending Appendix A Fee Schedule to add fees for Wireless Communication Facility Development Plans and Heritage Tree Removal Permits and to update the fees associated with developments within the TOD, Transit Oriented Development

24. Subdivision Ordinance Case #14-OR-009: Consider amending sections of the Subdivision Ordinance, to add provisions for the protection of heritage trees, to modify the transportation improvements, water utility improvements, and easement sections of the ordinance

25. Consider and action on a Resolution directing Publication of the Notice of Public Hearing and intention to Issue Combination Tax and Revenue Certificates of Obligation

26. Consider Standard Professional Services Agreement and Task Order HDR-2 with HDR Engineering, Inc., for professional services for Improvements of Old 2243 West from US Hwy 183 to Lakeline Blvd.

27. Consider a Resolution of the City of Leander, Texas, accepting a petition for annexation of land located in Williamson County, Texas; setting an annexation schedule; providing for open meetings and other related Matters

28. Consider a Resolution of the City of Leander, Texas, accepting a petition for annexation of land located in Williamson County, Texas; setting an annexation schedule; providing for open meetings and other related matters.

29. Consider nomination for representative member of the Board of Directors of the Travis Central Appraisal District

30. Council Members Closing Statements

31. 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 telecommunication 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 14th day of November, 2014 by 5:00 pm pursuant to Chapter 551 of the Texas Government Code.

Debbie Haile

Debbie Haile, TRMC, City Secretary

MINUTES
REGULAR CITY COUNCIL
CITY OF LEANDER, TEXAS

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

Thursday ~ November 6, 2014 at 7:00 PM

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

1. Open meeting, Invocation, Pledges of Allegiance
   Mayor Fielder opened the meeting at 7:00pm and welcomed those in attendance
   Council Member Lynch delivered the invocation
   Pledges of Allegiance led by the Girl Scouts

2. Recognition of Gretchen and Bridget Hartzheim and Addyson Marie Igau for earning their Girl Scout Silver Award
   Mayor Fielder recognized Girl Scouts Gretchen Hartzheim, Bridget Hartzheim and Addyson Marie Igau for earning the "Silver Award" and presented them with a certificate

3. Roll Call
   All present except Mayor Pro Tem Garcia
   Council Member Siebold arrived at 7:32 pm

   Mayor Fielder moved to item # 5 at this time

4. Staff Comments: Chief Greg Minton – Coffee with Cops Event
   Steve Bosak – Veterans Park Groundbreaking Event
   Police Chief Greg Minton spoke about "Coffee with a Cop" event and spoke about the upcoming Leander Citizens Police Academy. He also gave a review of "Trunk or Treat"
   Steve Bosak, Parks & Recreation Director spoke about the upcoming groundbreaking of Veterans Park on November 8, 2014

5. Citizen Comments: Three (3) minutes allowed per speaker
   Please turn in speaker request form before the meeting begins
   No citizen comments

   Steven Kovacs 2625 Homecoming – recognized Leslie Hartzheim for her support of her daughters In achieving the Girl Scouts "Silver Award"

6. Proclamation recognizing November 2014 as "Texas Humane Heroes" month in the City of Leander
   Sponsored by Council Member Dishongh
   Council Member Dishongh read the Proclamation and presented it to Ron Marullo, Carrie Fisher and Kristen Huguley with Texas Humane Heroes

7. Proclamation recognizing "American Diabetes Month", November 2014
   Sponsored by Mayor Fielder
   Council Member Navarrette read the Proclamation and presented it to Michelle Peacock with the American Diabetes Association

CONSENT AGENDA: ACTION

8. Approval of the minutes: October 16, 2014

9. Dedication and Acceptance of Subdivision Infrastructure Improvements for Bluffs at Crystal Falls Section 2, Phase 2F-B

10. Dedication and Acceptance of Subdivision Infrastructure Improvements for Sarita Valley Phase IV

11. Receive Quarterly Investment Report for the period ending September 30, 2014

12. Authorization of a Special Permit for the 2014 Christmas Parade & Tree Lighting

13. Second reading of an Ordinance of the City of Leander, Texas, annexing the 113.372 acres, more or less, Garlock and Christianson tracts, located in Williamson County, Texas and including the abutting streets, roadways, and rights-of-way; approving a service plan for the annexed area; making findings of fact; providing a severability clause and an effective date; and providing for open meetings and other related matters

14. Consider Award of Bid to purchase a Dump Truck with Sand Spreader

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

PUBLIC HEARING: ACTION

15. **Public Hearing** on Subdivision Case # 14-CP-009: a Concept Plan for Parkway Crossing, for 27.62 acres, more or less, generally located 800 feet north of the northeast corner of the intersection of 183A Toll Road and E. Crystal Falls Parkway, Leander, Williamson County, Texas
Applicant: Brian Parker on behalf of Crystal Falls, LTD
Tom Yantis, Assistant City Manager explained
Joel Wixson, applicant explained the request

Action on Subdivision Case #14-CP-009: a Concept Plan for Parkway Crossing, generally located 800 feet north of the northeast corner of the intersection of 183A Toll Road and E. Crystal Falls Parkway, Leander, Williamson County, Texas

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

16. **Public Hearing** on Zoning Case #14-Z-017 and Subdivision Cases #14-CP-008 and #14-PP-007: Consider a zoning change and approval of Red Oak Valley Concept Plan and Preliminary Plat for 113.372 acre tract of land, more or less, located at 17680 Ronald Reagan Blvd., from Interim zoning SFR-1-B, Single Family Rural, to PUD, Planned Unit Development, Leander, Williamson County, Texas
Applicant: Jones & Carter, Inc. on behalf of Mary Ann Garlock and Pamela Christianson
Tom Yantis, Assistant City Manager explained

Todd Madden, Developer gave a presentation

Action on Zoning Case #14-Z-017 and Subdivision Cases #14-CP-008 and #14-PP-007: amending Ordinance #05-018, the Composite Zoning Ordinance, for property located at 17680 Ronald Reagan Blvd. and acceptance of Concept Plan and Preliminary Plat, Leander, Williamson County, Texas

Motion made by Council Member Lynch to approve with the P&Z recommendation to limit the Multi Family to two stories. Second by Council Member Navarrette. Motion passes, all voting "aye"

REGULAR AGENDA

17. Receive a presentation from Pix Howell and discuss membership in the Central Texas Water Development Corporation
Presentation given by Pix Howell

Council directed staff to gather the details about the membership and to bring back to council

18. Subdivision Case #13-PICP-018: Consider extension of the expiration of the NWC Crystal Falls and 183A Non-Subdivision Related Construction Plans for 5.876 acres, more or less, located at the northwest corner of the intersection of Crystal Falls Parkway and 183A Toll Road, Leander, Williamson County, Texas
Tom Yantis, Assistant City Manager explained

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

19. Consider action to authorize staff to notify property owners of the proposed renaming of Old 2243 West.
Tom Yantis, Assistant City Manager explained

Motion made by Council Member Navarrette to approve notification to property owners of potential name change of Old 2243 W. Second by Council Member Siebold. Motion passes, 5 to 1 with Council Member Lynch voting against

20. Consider Contract Authorization for Construction Design Services for Veterans Park
Steve Bosak, Parks & Recreation Director explained

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

21. Consider nominations to appoint Council Members to Chamber of Commerce Committee for Leander Festival
Kent Cagle , City Manager explained

Motion made by Mayor Fielder to appoint Council Members Abruzzese, Navarrette and Dishongh to the committee. Second by Council Member Siebold. Motion passes, all voting "aye"

22. Consider scheduling/rescheduling Council Meetings over the holidays
Kent Cagle, City Manager explained

The council moved the January 1, 2015 council meeting to January 29, 2015.

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

24. Adjournment
With there being no further business, the meeting adjourned at 8:31 pm

Attest:

Christopher Fielder, Mayor	Debbie Haile, TRMC, City Secretary

Executive Summary

November 20, 2014

Agenda Subject: Zoning & Subdivision Cases 14-Z-017, 14-CP-008, & 14-PP-007: Consider action on the rezoning and approval of the Red Oak Valley Concept Plan and Preliminary Plat for 113.372 acre tract of land, more or less, located at 17680 Ronald Reagan, WCAD Parcels #R021708, R021709, R021710, R489942, and R489943. Currently, the property is zoned Interim SFR-1-B (Single Family Rural) and the applicant is proposing to zone the property PUD (Planned Unit Development), Leander, Williamson County, Texas.

Background: Pursuant to Article III, Section 16 (e) of the Composite Zoning Ordinance, an applicant may request that the PUD Conceptual Site Layout and Land Use Plan also be considered as the Concept Plan and Preliminary Plat. This submittal includes the PUD zoning request, Concept Plan, and Preliminary Plat for review by the Planning & Zoning Commission

Origination: Applicant: Jones & Carter, Inc on behalf of Mary Ann Garlock and Pamela Christianson.

Financial Consideration: None

Recommendation: See Planning Analysis. The Planning & Zoning Commission unanimously recommended approval of the rezoning the subject property to PUD with the condition that the height of the homes located in the MF-2-A portion of the property is limited to two stories. They also recommended approval of the Conceptual Site Layout and Land Use Plan as the Concept Plan and Preliminary Plat for the property. The City Council unanimously approved the request with the Planning & Zoning Commission recommendations.

Attachments:

1. Planning Analysis
2. Current Zoning Map
3. Proposed Zoning Map

4. Aerial Map
5. Proposed PUD Zoning, Concept Plan, & Preliminary Plat
6. Letter of Intent
7. Ordinance

Prepared By: Tom Yantis, AICP
Assistant City Manager 11/14/2014

PLANNING ANALYSIS

ZONING CASE 14-Z-024, CONCEPT PLAN 14-CP-008 & PRELIMINARY PLAT 14-PP-007 RED OAK VALLEY

GENERAL INFORMATION

Owner: Mary Ann Garlock and Pamela Christianson

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

Proposed Zoning: PUD (Planned Unit Development)

Size and Location: The property is located at 17680 Ronald Reagan and includes approximately 113.372 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	OCL	Undeveloped Land – Proposed Rancho Sienna Neighborhood
EAST	OCL	Undeveloped Property
SOUTH	OCL	Undeveloped Property
WEST	GC-3-C SFR-1-B	Undeveloped Commercial Property Large Lot Single-Family

COMPOSITE ZONING ORDINANCE & SMARTCODE INTENT STATEMENTS

PUD – PLANNED UNIT DEVELOPMENT:

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

COMPREHENSIVE PLAN STATEMENTS:

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

- Plan for continued growth and development that improves the community's overall quality of life and economic viability.
- 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.
- The Community Center land use node is intended to be located at the intersections of arterial streets or arterials and major collectors. These nodes are approximately one half mile in diameter and incorporate approximately 125 acres. These areas are intended for commercial, retail and office uses that primarily serve residents within the community. These areas are also intended for medium density multi-family and high density single-family housing. Development within these nodes should be integrated through internal streets and should provide pedestrian and bicycle connections to adjacent residential neighborhoods.

ANALYSIS:

The applicant has submitted a request for a PUD Conceptual Site Layout and Land Use Plan that can also be considered as the Concept Plan and Preliminary Plat as permitted by the Composite Zoning Ordinance. This submittal includes the PUD zoning request, Concept Plan, and Preliminary Plat for review by the Planning & Zoning Commission.

This project includes:

- 185 Residential Lots
- 1 Water Quality Lot

- 12 Landscape Lots
- 4 Parks/Open Space Lots
- 1 Amenity Center Lot
- 2 Commercial Lots
- 1 Multi-Family Lot

The applicant is requesting the PUD (Planned Unit Development) district in order to allow for the development of a mixed residential community that will include a variety of housing types as well as multi-family and commercial development along Ronald W. Reagan Blvd. The proposal includes detached residential lot widths ranging from sixty (60') feet to over one hundred twenty (120') feet wide and detached condominium style development. The applicant has incorporated a mixture of residential districts in a well integrated neighborhood plan providing a variety of lot sizes within the same neighborhood.

The applicant is proposing the following base districts as part of the PUD. This table includes the proposed unit mix for the residential portion and the maximum number of units proposed in the Multi-Family District. Page 2 of Attachment 5 includes the Conceptual Site Layout & Land Use Plan that identifies the location of these different districts.

Land Use	RES District	MF District	COMM District	Unit Mix	
Single-Family Urban (SFU-2-A)	X			140	Maximum
Single-Family Suburban (SFS-2-A)	X			0	
Single-Family Estate (SFE-2-A)	X			54	Minimum
Single-Family Rural (SFR-2-A)	X			0	
Multi-Family (MF-2-A)		X		98 Units	Maximum
General Commercial (GC-2-A)			X		
Local Commercial (LC-2-A)			X		
Local Office (LO-2-A)			X		

All of the proposed base zoning districts shall comply with the Type A Architectural Component. This component requires that the structures consist of 85% masonry. In addition, all of the base zoning districts shall comply with the Type 2 Site Component. This site component does not permit outdoor display, fueling, storage, or overhead service doors. In addition, attached multi-family units are not permitted within the MF District. Only detached units are permitted. This portion of the project will be developed with a site plan application.

Additional amenities to this site include the construction of the San Gabriel River Trail that will ultimately connect to the west of Ronald W. Reagan Blvd. and to the Garey Park to the east. The developer is also proposing to increase the landscape requirements by 25%.

This property is located between a Community Center Node to the north and a Neighborhood Center Node to the south. At the time of submittal, the Future Land Use Plan was not adopted and there were no collector roadways proposed to intersect with Ronald W. Reagan Blvd. that would support a node. Currently, there is a future collector roadway proposed as part of a proposed development to the west and a collector road within the project that will intersect with Ronald W. Reagan Blvd. Staff would support the addition of a Neighborhood Node in the future at this location. Neighborhood Nodes would not typically include the General Commercial use component, but because the applicant has limited the site component to Type 2 and has increased the architectural component to Type A, staff is in support of this request.

STAFF RECOMMENDATION:

Staff recommends approval of the requested PUD, Concept Plan, and Preliminary Plat. The Concept Plan and Preliminary Plat meet the Subdivision Ordinance requirements and the applicant is not requesting any variances.

The proposed PUD promotes more flexibility with the location of the single-family districts and incorporates a mixture of multi-family, single-family and commercial. This application effectively utilizes composite zoning to incorporate a variety of land uses while maintaining high form standards. The requested PUD meets the intent statements of the Composite Zoning Ordinance and the goals of the Comprehensive Plan.

ORDINANCE NO

ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING SEVERAL PARCELS OF LAND FROM INTERIM SFR-1-B (SINGLE-FAMILY RURAL) TO PUD (PLANNED UNIT DEVELOPMENT); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.

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

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

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

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

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

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

Section 3. Applicability. This ordinance applies to the following parcels of land, which is herein referred to as the "Property:" That certain parcels of land being 113.372 acres, more or less, located at 17680 Ronald W Reagan Blvd, Williamson County, Texas, being legally described as 113.372 out of the Greenlief Fisk Survey, Abstract Number 5 being more particularly described in Exhibits "A" and "C"; and identified by Williamson County tax identification numbers R021708, R021709, R021710, R489942, and R489943.

Section 4. Property Rezoned. The Zoning Ordinance is hereby amended by changing the zoning district for the Property from Interim SFR-1-B (Single-Family Rural) to PUD (Planned Unit Development) known as the Red Oak Valley PUD. The PUD shall be developed and occupied in accordance with this Ordinance, the PUD plan attached as Exhibit "B" with the condition that the height of the homes located in the MF-2-A portion of the property is limited to two stories, which are hereby adopted and incorporated herein for all purposes, and the Composite Zoning Ordinance to the extent not amended by this Ordinance. In the event of a conflict between the Composite Zoning Ordinance and the requirements for the Property set forth in this Ordinance, this Ordinance shall control.

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

Section 6. Severability. Should any section or part of this ordinance be held unconstitutional, illegal, or invalid, or the application to any person or circumstance for any reasons thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this ordinance are declared to be severable.

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

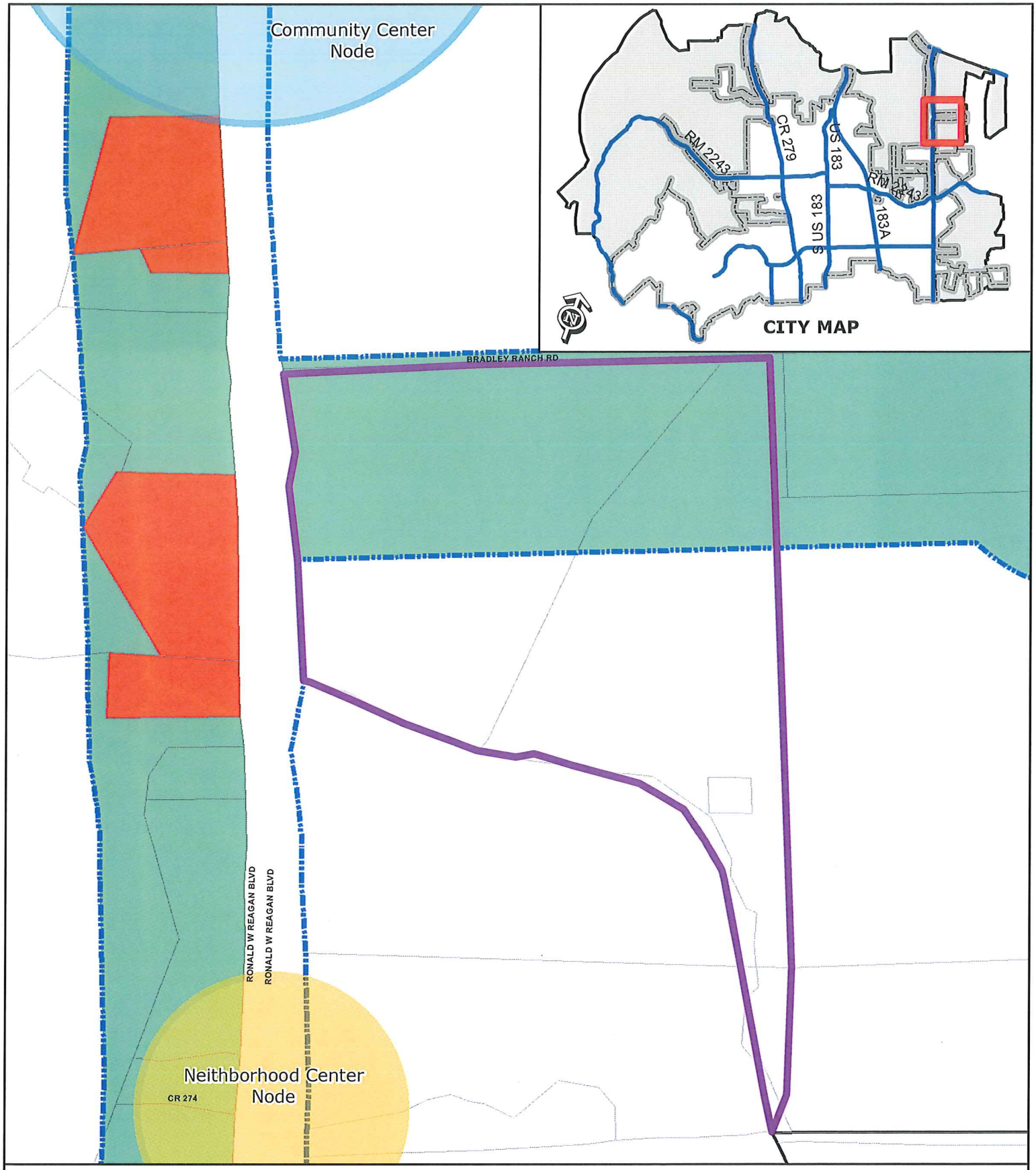
PASSED AND APPROVED on First Reading this the 6th day of November, 2014.
FINALLY PASSED AND APPROVED on this the 20th day of November, 2014.

THE CITY OF LEANDER, TEXAS

Christopher Fielder, Mayor

ATTEST:

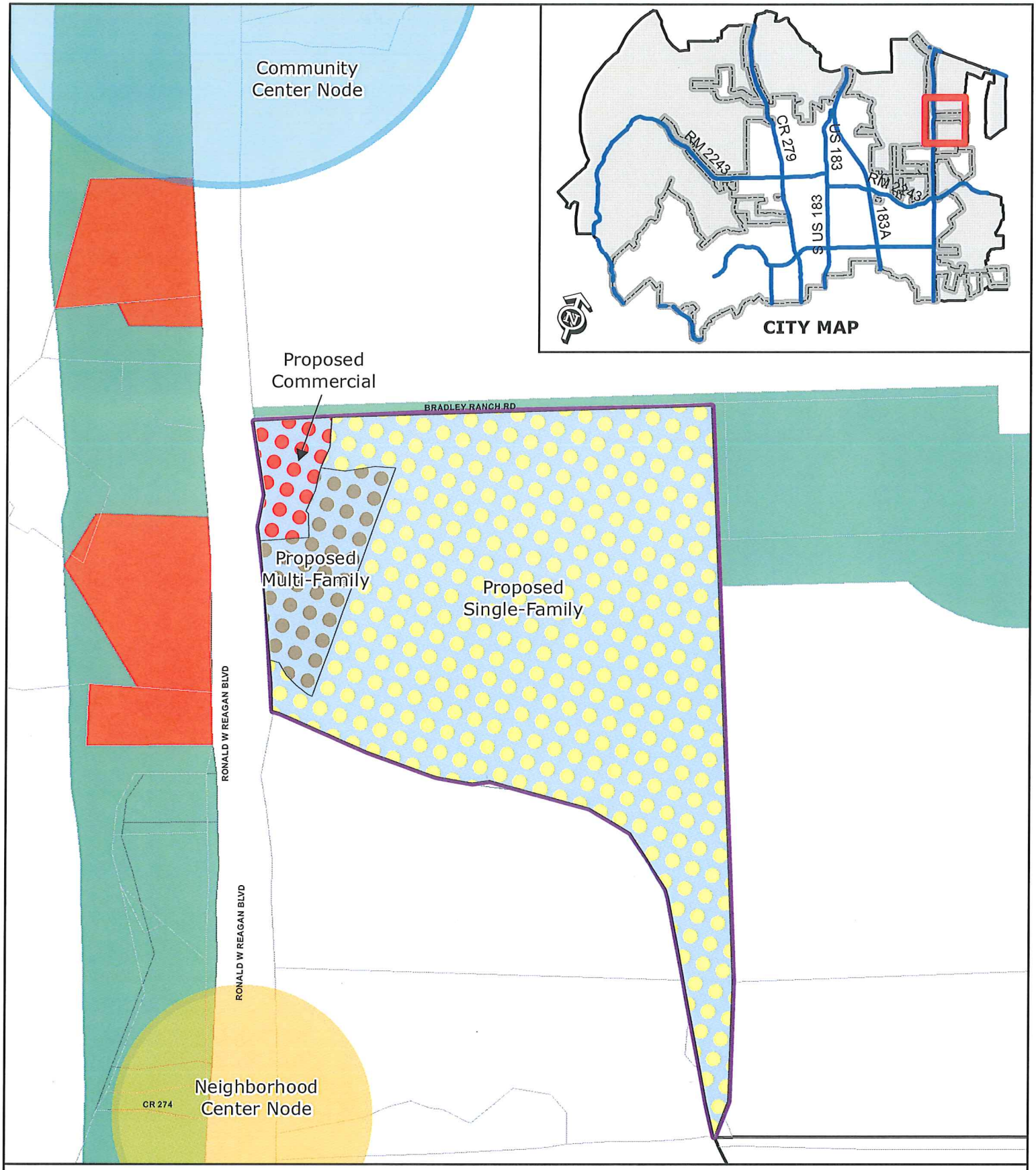
Debbie Haile, City Secretary



ZONING CASE 14-Z-017

Attachment #2

Current Zoning Map
Red Oak Valley



ZONING CASE 14-Z-017

Attachment #3

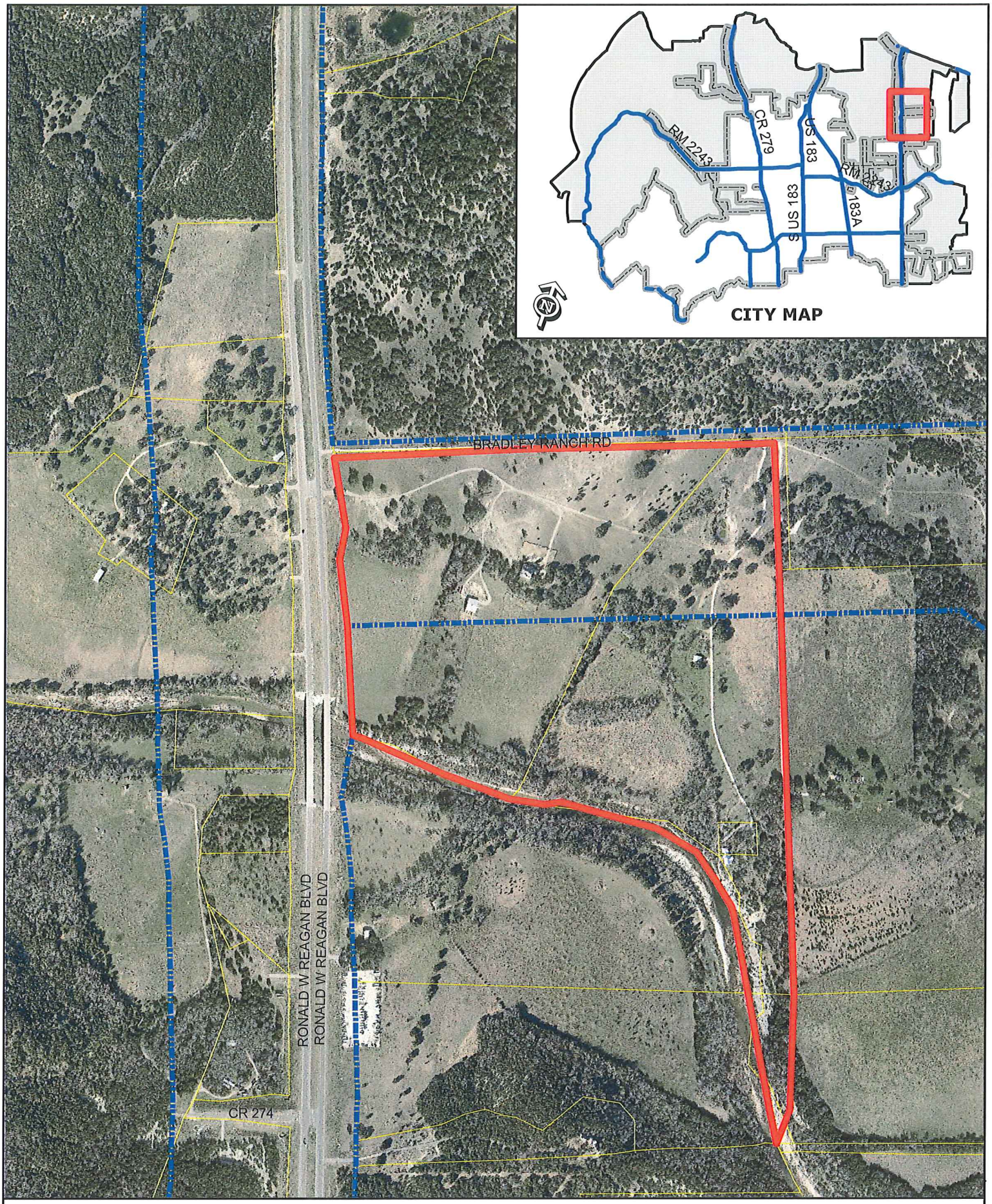
Proposed Zoning Map
Red Oak Valley

N

Subject Property
Future Annexation Per DA
Involuntary Annexation
Voluntary Annexation

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

0 200
Feet



ZONING CASE 14-Z-017 Attachment #4

Aerial Exhibit - Approximate Boundaries
Red Oak Valley

0 200
Feet

Subject Property
City Limits

PLANNER:

STAN WINTER, AICP
JONES & CARTER, INC.
6335 GULFTON, STE 100
HOUSTON, TEXAS 77081
(713) 777-5337

ENGINEER/SURVEYOR:

SHAWN GRAHAM, PE
JONES & CARTER, INC.
1701 DIRECTORS BLVD, STE. 400
AUSTIN, TEXAS 78744
(512) 441-9493 (Phone)
(512) 445-2286 (Fax)

JONES & CARTER, INC.
ENGINEERS • PLANNERS • SURVEYORS
Texas Board of Professional Engineers Registration No. F-439

OWNERS:

MARY ANN CARLOCK
450 BRADLEY RANCH ROAD
GEORGETOWN, TEXAS 78628

PAMELA CHRISTIANSON
18130 RONALD REAGAN BLVD
GEORGETOWN, TEXAS 78628

DEVELOPER:

REAGAN VALLEY COMPANY, LLC
1400 E. WHITESTONE BLVD, STE. 11
CEDAR PARK, TEXAS 78613

BOB TESCH (512) 259-5880
bob@tescholassociates.com

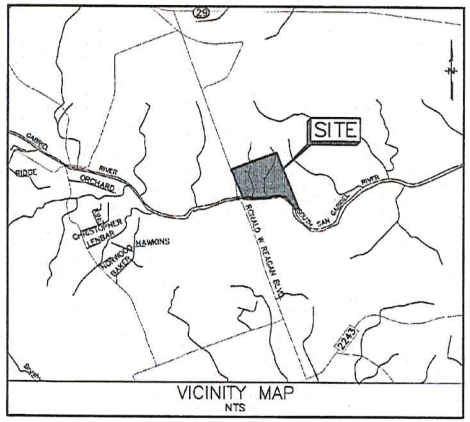
ROD MADDEN (512) 346-1200
rod@rmadden.com

ZONING:
PROPOSED PUD

RED OAK VALLEY CONCEPT PLAN, PRELIMINARY PLAT & PUD

CITY OF LEANDER

JUNE 2014



VICINITY MAP
NTS

INDEX OF DRAWINGS

SHEET #	TITLE
1.	COVER SHEET & INDEX
2.	CONCEPT PLAN & CONCEPTUAL SITE LAYOUT AND LAND USE PLAN
3.	OVERALL PLAN
4.	PRELIMINARY PLAT – 1 OF 2
5.	PRELIMINARY PLAT – 2 OF 2
6.	UTILITY SCHEMATIC – 1 OF 2
7.	UTILITY SCHEMATIC – 2 OF 2
8.	EXISTING DRAINAGE AREA MAP
9.	PROPOSED DRAINAGE AREA MAP
10.	PARKS PLAN
11.	TREE PRESERVATION PLAN

NOTES:

1. BASED ON CURRENT LOT YIELD, THIS DEVELOPMENT WILL GENERATE AN ESTIMATED 3,051 AVERAGE DAILY TRIPS.
2. THIS PROPERTY IS SUBJECT TO ROADWAY ADEQUACY FEES. ROADWAY ADEQUACY ORDINANCE FEES WILL BE DUE AT THE TIME OF FINAL PLAT AS DETERMINED BY THE CITY ENGINEER.
3. OBSTRUCTIONS ARE PROHIBITED IN DRAINAGE EASEMENTS.
4. SIDEWALKS SHALL BE INSTALLED ON BOTH SIDES OF ALL STREETS IN THE SUBDIVISION. THOSE SIDEWALKS NOT ABUTTING A RESIDENTIAL, COMMERCIAL, OR INDUSTRIAL LOT (INCLUDING SIDEWALKS ALONG STREET FRONTAGES OF LOTS PROPOSED FOR SCHOOLS, CHURCHES, PARK LOTS, DETENTION LOTS, DRAINAGE LOTS, LANDSCAPE LOTS, OR SIMILAR LOTS), SIDEWALKS ON ARTERIAL STREETS TO WHICH ACCESS IS PROHIBITED, SIDEWALKS ON DOUBLE FRONTAGE LOTS ON THE SIDE TO WHICH ACCESS IS PROHIBITED, AND ALL SIDEWALKS ON SAFE SCHOOL ROUTES SHALL BE INSTALLED WHEN ADJOINING STREET IS CONSTRUCTED.
5. FOR LOTS LESS THAN SIXTY FEET WIDE AND ZONED SFC OR SFT, RESIDENTIAL STREET FACING GARAGES SHALL BE LOCATED NO CLOSER TO THE STREET THAN FIVE FEET IN FRONT OF THE DWELLING OR ROOF COVERED PORCH, WITH SUCH DWELLING OR PORCH STRUCTURE BEING NOT LESS THAN SEVEN FEET WIDE FOR ALL PORTIONS OF THE STRUCTURE ADJACENT TO THE GARAGE. FOR ALL OTHER LOTS, RESIDENTIAL STREET FACING GARAGES SHALL BE LOCATED NO CLOSER TO THE STREET THAN THE DWELLING.
6. THIS SITE LIES OVER THE EDWARDS AQUIFER CONTRIBUTING ZONE.
7. FOR EVERY SIX HUNDRED (600) SQUARE FEET OF AREA IN LANDSCAPE LOTS, BLOCK A LOT 53, BLOCK B LOT 5, BLOCK C LOT 6, BLOCK D LOT 11, BLOCK E LOTS 1 AND 16, BLOCK F LOT 10, BLOCK G LOT 1, BLOCK I LOT 11, AND BLOCK K LOT 2, TWO (2) SHADE TREES (TWO-INCH CALIPER OR LARGER) AND FOUR (4) SHRUBS (FIVE (5) GALLON CONTAINER SIZE OR LARGER) SHALL BE PLANTED AND MAINTAINED. TWO ORNAMENTAL TREES PER SHADE TREE MAY BE SUBSTITUTED FOR UP TO FIFTY PERCENT OF THE SHADE TREES IF DESIRED. A SIX-FOOT PRIVACY FENCE, BUT NO HIGHER THAN THREE FEET WITHIN TWENTY FIVE FEET OF AN INTERSECTING STREET, SHALL BE CONSTRUCTED WITH THE SUBDIVISION IMPROVEMENTS AT THE COMMON LOT LINE BETWEEN THE LANDSCAPE LOT AND THE SINGLE FAMILY LOTS. THE FENCE IS REQUIRED TO BE CONSTRUCTED OF ONE OR MORE OF THE FOLLOWING MATERIALS: TEXTURED PRE-CAST CONCRETE (E.G. WOODCRETE), BRICK, STONE, CAST STONE, STUCCO, FACTORY TINTED (NOT PAINTED SPLIT FACED CONCRETE MASONRY UNIT, OR OTHER SIMILAR MATERIAL APPROVED BY THE DIRECTOR OF PLANNING. ALL COLUMNS ARE REQUIRED TO HAVE CONCRETE FOOTINGS. THE LANDSCAPE LOTS ARE REQUIRED TO BE MAINTAINED BY A PRIVATE ASSOCIATION.
8. A TEN (10) FOOT EASEMENT IS REQUIRED ALONG ALL ROADS AND A 2.5 FOOT EASEMENTS IS REQUIRED ALONG ALL SIDE LOT LINES.
9. THE PRELIMINARY PLAT ASSUMES A DRAINAGE REPORT WILL PROVE DETENTION IS NOT REQUIRED. THE PRELIMINARY PLAT WILL BE REVISED TO INCLUDE DETENTION IF THE REPORT SHOWS AN ADVERSE IMPACT TO DOWNSTREAM PROPERTY OWNERS.
10. THE FINAL LOCATION OF THE STREET STUB-OUT TO THE NORTH PROPERTY LINE MAY REQUIRE MODIFICATIONS BASED ON COORDINATION WITH THE RANCHO SIENNA SUBDIVISION.

Tract 1: Easement for ingress and egress granted by Mrs. A.W. Hall to A.D. Davidson, recorded in Volume 308, Page 620, Official Records of Williamson Country, Texas, DOES AFFECT the subject tract. (not plottable)

All easements of record are shown or noted on the plat as found on the title policy or discovered with a title search prepared for the most recent purchase of the property.

STATE OF TEXAS
JONATHAN O. NOBLES
5777
REGISTERED PROFESSIONAL LAND SURVEYOR

10/8/2014

Jonathan O. Nobles
Registered Professional Land Surveyor No. 5777
Date: MAY 29, 2014

THIS SURVEY PLAT IS VALID ONLY IF IT BEARS THE ORIGINAL SEAL OF THE ABOVE SURVEYOR

STATE OF TEXAS
SHAWN C. GRAHAM
111432
LICENSED
PROFESSIONAL ENGINEER

10/8/2014
Shawn C. Graham, P.E. Date

STREET TABLE			
NAME	LENGTH (LF)	SIDEWALK WIDTH (FT)	PHASE
GAMMELS HORN ROAD (PH. 1)	1,545	5	1
GAMMELS HORN ROAD (PH. 2)	1,151	5	2
DANCING LILY DRIVE	788	5	1
DANCING LILY COVE	173	5	1
MAJESTIC SAGE LANE	917	5	1
DAYDREAM PASS	320	5	1
WHISPERING TULIPS TRAIL	819	5	1
PINK DAISY TRAIL (PH. 1)	466	5	1
PINK DAISY TRAIL (PH. 2)	345	5	2
GAUTHIER LANE (PH. 1)	95	5	1
GAUTHIER LANE (PH. 2)	2,469	5	2
TWIRLING POPPY TRAIL	1,587	5	2
TWIRLING POPPY COVE	384	5	2
FARMHOUSE LANE	642	5	1
PATCHOULI LANE	819	5	1
PINAQUA DRIVE	811	5	1
NASTURTIUM DRIVE	372	5	1
ARTEMISIA DRIVE	1,242	5	1
GOLDEN ACORN DRIVE	330	5	1
PENSTEMON TRAIL	351	5	1
RONALD REAGAN BLVD. (SW ORLV)	1,459	8	1

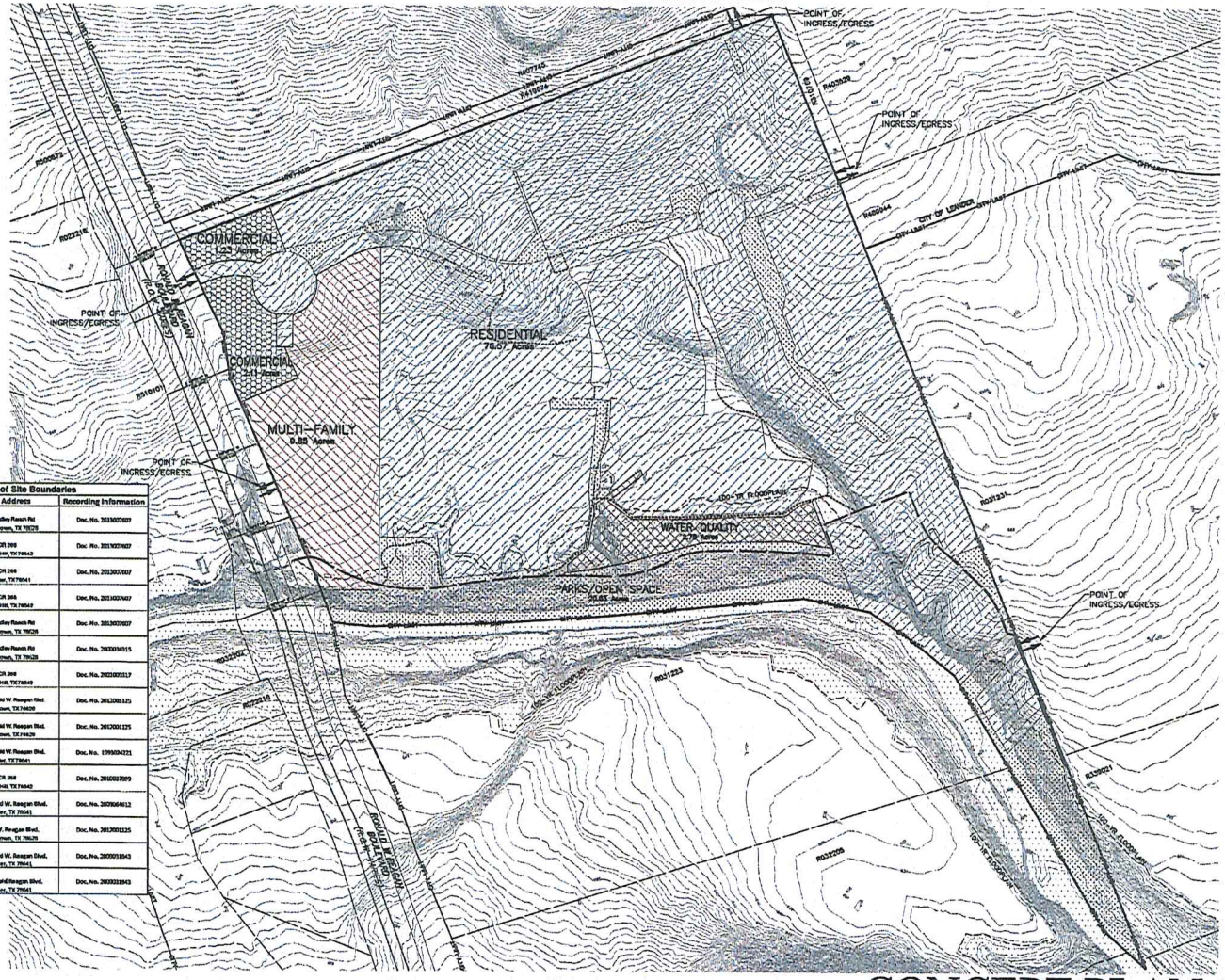
LOT TABLE

RESIDENTIAL	185 LOTS
WATER QUALITY	1 LOT
LANDSCAPE	12 LOTS
PARKS/OPEN SPACE	4 LOTS
AMENITY CENTER	1 LOT
COMMERCIAL	2 LOTS
MULTI-FAMILY	1 LOT
L.U.E.'s	240

LAND USE TABLE

SINGLE FAMILY	76.57 AC
COMMERCIAL	3.34 AC
MULTI-FAMILY	9.85 AC
PARKS	20.83 AC
PONDS	2.77 AC
TOTAL ACRES	113.37 AC

RED OAK VALLEY



0' 100' 200' 400'
1" = 200'

NOTES:

1. BASED ON CURRENT LOT YIELD, THIS DEVELOPMENT WILL GENERATE AN ESTIMATED 3,051 AVERAGE DAILY TRIPS.
2. ROADWAY ADEQUACY ORDINANCE FEES WILL BE DUE AT THE TIME OF FINAL PLAT AS DETERMINED BY THE CITY ENGINEER.
3. MULTI-FAMILY DEVELOPMENT SHALL BE DETACHED CONDOMINIUMS.
4. CUMULATIVE LANDSCAPING FOR THE DEVELOPMENT WILL EXCEED THE REQUIRED LANDSCAPING BY 25%
5. PRE-CAST PANELS SHALL NOT BE ALLOWED TO MEET THE MASONRY WALL REQUIREMENTS FOR THIS PUD.

LOT TABLE

RESIDENTIAL	185 LOTS
WATER QUALITY	1 LOT
LANDSCAPE	12 LOTS
PARKS/OPEN SPACE	4 LOTS
AMENITY CENTER	1 LOT
COMMERCIAL	2 LOTS
MULTI-FAMILY	1 LOT
L.U.E.'s	240

LAND USE TABLE

Land Use	RES District (76.57 ac)	MF District (9.85 ac)	COMM District (3.34 ac)	Unit Mix	
Single-Family Urban (SFU-2-A)	X			140	Maximum
Single-Family Suburban (SFS-2-A)	X			0	
Single-Family Estate (SFE-2-A)	X			54	Minimum
Single-Family Rural (SFR-2-A)	X			0	
Multi-Family (MF-2-A)		X		98 Units	Maximum
General Commercial (GC-2-A)			X		
Local Commercial (LC-2-A)			X		
Local Office (LO-2-A)			X		

PROPOSED LEGEND

PRIVATE TRAIL
PUBLIC TRAIL

VICINITY MAP
NTS

Property Owners within 200 feet of Site Boundaries

Property ID	Owner's Name & Address	Site Address	Recording Information
R031251	Bradley, Benjamin & Joseph & Herbert 930 County Road 284 Liberty Hill, TX 78642-0048	630 Bradley Ranch Rd Georgetown, TX 78628	Doc. No. 2013037037
R310769	Bradley, Benjamin & Joseph & Herbert 930 County Road 284 Liberty Hill, TX 78642-0048	CR 200 Liberty Hill, TX 78642	Doc. No. 2013037037
R339021	Bradley, Benjamin & Joseph & Herbert 930 County Road 284 Liberty Hill, TX 78642-0048	CR 200 Leander, TX 78641	Doc. No. 2013037037
R419474	Bradley, Benjamin & Joseph & Herbert 930 County Road 284 Liberty Hill, TX 78642-0048	CR 200 Liberty Hill, TX 78642	Doc. No. 2013037037
R429944	Bradley, Benjamin & Joseph & Herbert 930 County Road 284 Liberty Hill, TX 78642-0048	529 Bradley Ranch Rd Georgetown, TX 78628	Doc. No. 2013037037
R403529	Bradley, Herbert David 930 County Road 284 Liberty Hill, TX 78642-0048	680 Bradley Ranch Rd Georgetown, TX 78628	Doc. No. 2003034315
R419687	Bradley, Herbert David 930 County Road 284 Liberty Hill, TX 78642-0048	CR 200 Liberty Hill, TX 78642	Doc. No. 2003003317
R037318	Equity Seasoned Capital LP PO Box 160460 Austin, TX 78716-0460	16170 Ronald W. Reagan Blvd. Georgetown, TX 78628	Doc. No. 2012001125
R320872	Equity Seasoned Capital LP PO Box 160460 Austin, TX 78716-0460	16170 Ronald W. Reagan Blvd. Georgetown, TX 78628	Doc. No. 2012001125
R025197	Lamb Hale H Jr. 2003 Bullard Dr. Austin, TX 78757-4403	18001 Ronald W. Reagan Blvd. Leander, TX 78641	Doc. No. 1999034221
R477745	Rancho Sienna XC LP Newland Communities 13809 Research Blvd. #475	CR 200 Liberty Hill, TX 78642	Doc. No. 2010037099
R025292	Tesch, Robert L. C/O Tesch & Associates Inc. 1400 E. Whitestone Blvd., Cedar	18001 Ronald W. Reagan Blvd. Leander, TX 78641	Doc. No. 2009064612
R320021	Tesch, Robert L. C/O Tesch & Associates Inc. 1400 E. Whitestone Blvd., Cedar	Ronald W. Reagan Blvd. Georgetown, TX 78628	Doc. No. 2012001125
R031233	WC Partner 53 LP 401 Congress Ave. #1,33 Austin, TX 78701-3793	18000 Ronald W. Reagan Blvd. Leander, TX 78641	Doc. No. 2009031043
R032205	WC Partner 53 LP 401 Congress Ave. #1,33 Austin, TX 78701-3793	18030 Ronald Reagan Blvd. Leander, TX 78641	Doc. No. 2009031043

Description/ITE Code	Units	ITE Vehicle Trip Generation Rates								Expected Units	Total Generated trips			Total Distribution of Generated Trips							
		Weekday	AM	PM	Pass-by	AM In	AM Out	PM In	PM Out		Daily	AM Hour	PM Hour	AM In	AM Out	Pass-by	PM In	PM Out	Pass-by
Resid. Condo/Townhouse 230	DU	5.81	0.44	0.52		17%	83%	67%	33%	154.0	908	23	28	4	19	0	18	9	0
Residential PUD 270	DU	7.5	0.51	0.62		22%	78%	67%	33%	194.0	1,455	99	120	22	77	0	78	42	0
Shopping Center 820	ksf	42.94	1	3.73	34%	61%	39%	49%	51%	30.0	1,288	30	112	12	6	10	56	56	10
											3051	152	260	38	104	10	152	80	10

DU = Dwelling Unit
ksf = units of 1,000 square feet

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JONES & CARTER, INC.
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ENGINEER/SURVEYOR:
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(512) 445-2286 (Fax)

DEVELOPER:
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ROD MADDEN (512) 346-1200
rod@rmadden.com

OWNERS:
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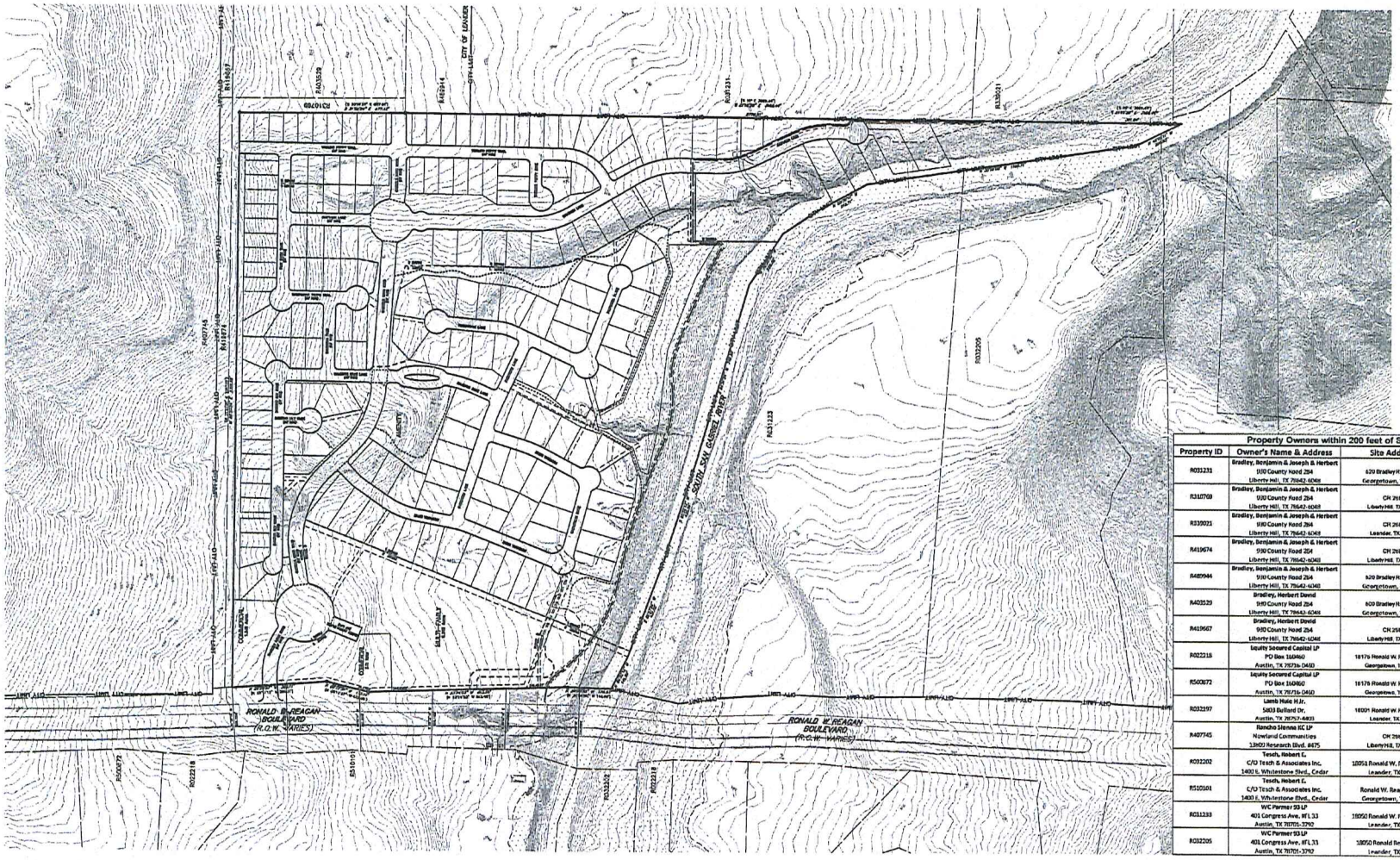
PAMELA CHRISTIANSON
18130 RONALD REAGAN BLVD
GEORGETOWN, TEXAS 78628

JONES & CARTER, INC.
ENGINEERS • PLANNERS • SURVEYORS
Texas Board of Professional Engineers Registration No. F-439

CONCEPT PLAN & CONCEPTUAL SITE LAYOUT AND LAND USE PLAN

CITY OF LEANDER

JUNE 2014



Property Owners within 200 feet of Site Boundaries			
Property ID	Owner's Name & Address	Site Address	Recording Information
R031231	Bradley, Benjamin & Joseph & Herbert 930 County Road 254 Liberty Hill, TX 78642-6048	620 Bradley Ranch Rd Georgetown, TX 78628	Doc. No. 2013007607
R310769	Bradley, Benjamin & Joseph & Herbert 930 County Road 254 Liberty Hill, TX 78642-6048	CR 268 Liberty Hill, TX 78642	Doc. No. 2013007607
R330021	Bradley, Benjamin & Joseph & Herbert 930 County Road 254 Liberty Hill, TX 78642-6048	CR 268 Leander, TX 78641	Doc. No. 2013007607
R419674	Bradley, Benjamin & Joseph & Herbert 930 County Road 254 Liberty Hill, TX 78642-6048	CR 268 Liberty Hill, TX 78642	Doc. No. 2013007607
R485944	Bradley, Benjamin & Joseph & Herbert 930 County Road 254 Liberty Hill, TX 78642-6048	620 Bradley Ranch Rd Georgetown, TX 78628	Doc. No. 2013007607
R403529	Bradley, Herbert David 930 County Road 254 Liberty Hill, TX 78642-6048	620 Bradley Ranch Rd Georgetown, TX 78628	Doc. No. 2000034315
R419667	Bradley, Herbert David 930 County Road 254 Liberty Hill, TX 78642-6048	CR 268 Liberty Hill, TX 78642	Doc. No. 2010007317
R022216	Equity Secured Capital LP PO Box 160460 Austin, TX 78716-0460	18176 Ronald W. Reagan Blvd. Georgetown, TX 78628	Doc. No. 2012001125
R500672	Equity Secured Capital LP PO Box 160460 Austin, TX 78716-0460	18176 Ronald W. Reagan Blvd. Georgetown, TX 78628	Doc. No. 2012001125
R032197	Lamb Hale H.Jr. 5803 Bullard Dr. Austin, TX 78757-4603	18001 Ronald W. Reagan Blvd. Leander, TX 78641	Doc. No. 1993024221
R407745	Rancho Sienna KC LP Newland Communities 12800 Research Blvd. #475	CR 268 Liberty Hill, TX 78642	Doc. No. 2010007899
R032202	Tesch, Robert E. C/O Tesch & Associates Inc. 1400 E. Whitestone Blvd., Cedar	18051 Ronald W. Reagan Blvd. Leander, TX 78641	Doc. No. 2001064617
R510101	Tesch, Robert E. C/O Tesch & Associates Inc. 1400 E. Whitestone Blvd., Cedar	Ronald W. Reagan Blvd. Georgetown, TX 78626	Doc. No. 2012001125
R031233	WC Parmer 33 LP 401 Congress Ave. #FL 33 Austin, TX 78701-3792	18050 Ronald W. Reagan Blvd. Leander, TX 78641	Doc. No. 2009031843
R032205	WC Parmer 33 LP 401 Congress Ave. #FL 33 Austin, TX 78701-3792	18050 Ronald Reagan Blvd. Leander, TX 78641	Doc. No. 2009031843

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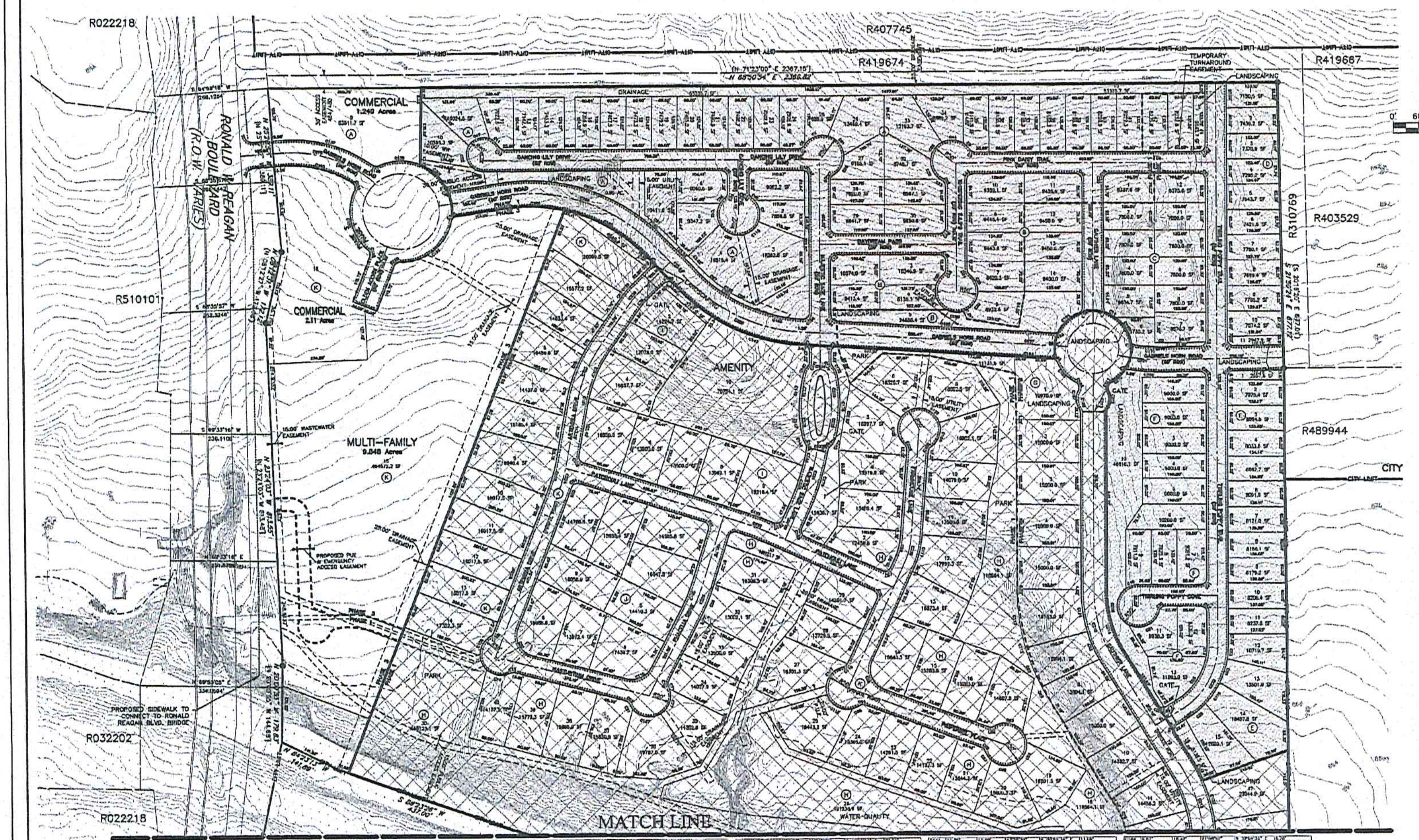
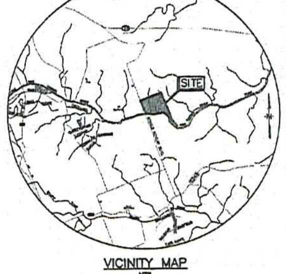
RED OAK VALLEY
OVERALL PLAN

CITY OF LEANDER

JUNE 2014

PRELIMINARY PLAT - 1 OF 2





VICINITY MAP
NTS

PROPOSED LEGEND

- SIDEWALKS (SEE STREET TABLE FOR WIDTH)
- 100-YEAR FLOODPLAIN
- SFU-2-A ZONING (32.72 AC)
- SFE-2-A ZONING (65.35 AC)

NOTES:

1. LOT 15, BLOCK K (MULTI-FAMILY TRACT) SHALL COMPLY WITH MF-2-A ZONING REGULATIONS.
2. LOT 9, BLOCK A AND LOT 15, BLOCK K (COMMERCIAL TRACT) SHALL COMPLY WITH GC-2-A, LC-2-A, OR LO-2-A REGULATIONS.

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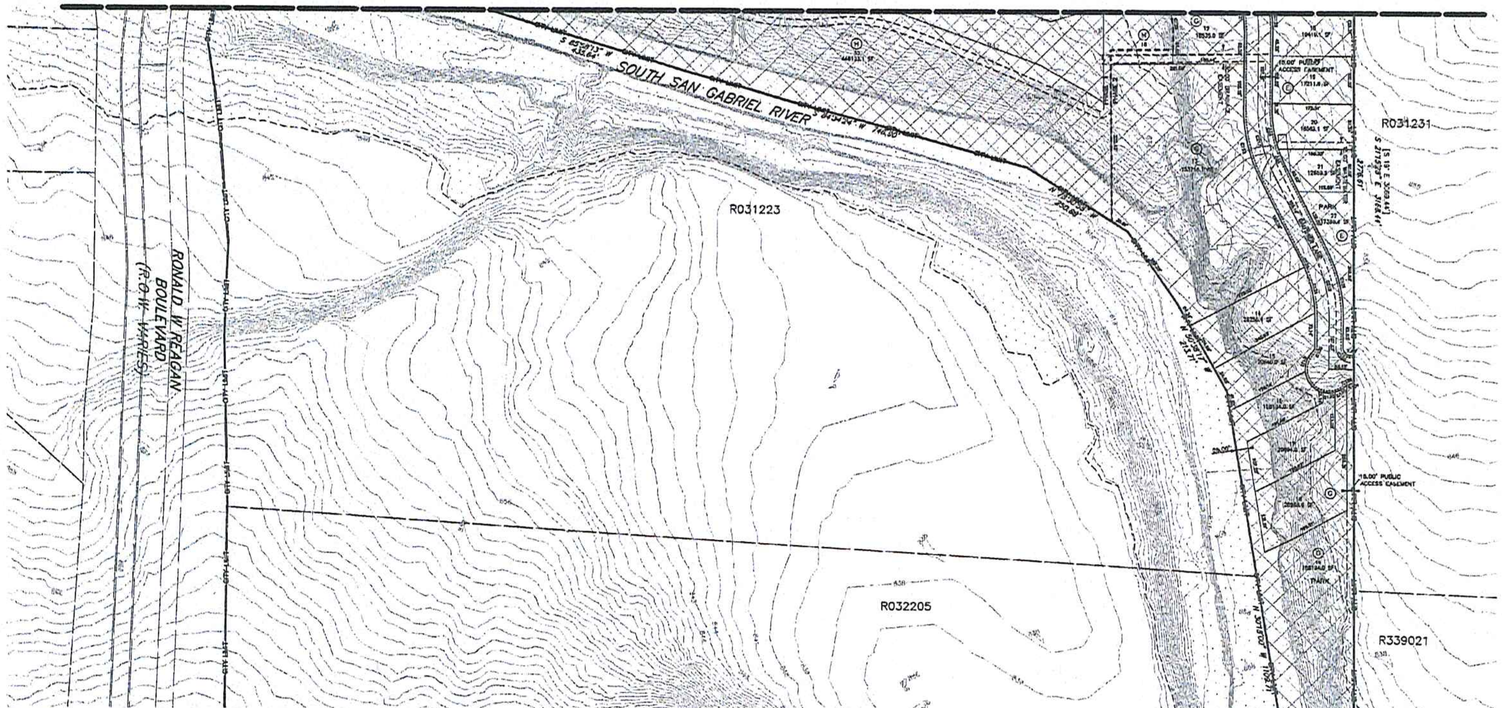
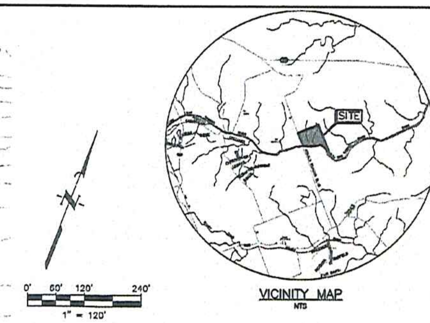
RED OAK VALLEY PRELIMINARY PLAT

CITY OF LEANDER

JUNE 2014

PRELIMINARY PLAT - 2 OF 2





PROPOSED LEGEND

- SIDEWALKS (SEE STREET TABLE FOR WIDTH)
- 100-YEAR FLOODPLAIN
- SFE-2-A ZONING (65.35 AC)

NOTES:

1. LOT 15, BLOCK K (MULTI-FAMILY TRACT) SHALL COMPLY WITH MF-2-A ZONING REGULATIONS.
2. LOT 9, BLOCK A AND LOT 16, BLOCK K (COMMERCIAL TRACT) SHALL COMPLY WITH GC-2-A, LC-2-A, OR LO-2-A REGULATIONS.

ROW CL CURVE TABLE

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

STREET TABLE

NAME	LENGTH (LF)	SIDEWALK WIDTH (FT)	PHASE
[illegible]	[illegible]	[illegible]	[illegible]

PHASE TABLE

PHASE	[illegible]
[illegible]	[illegible]

PLANNER:

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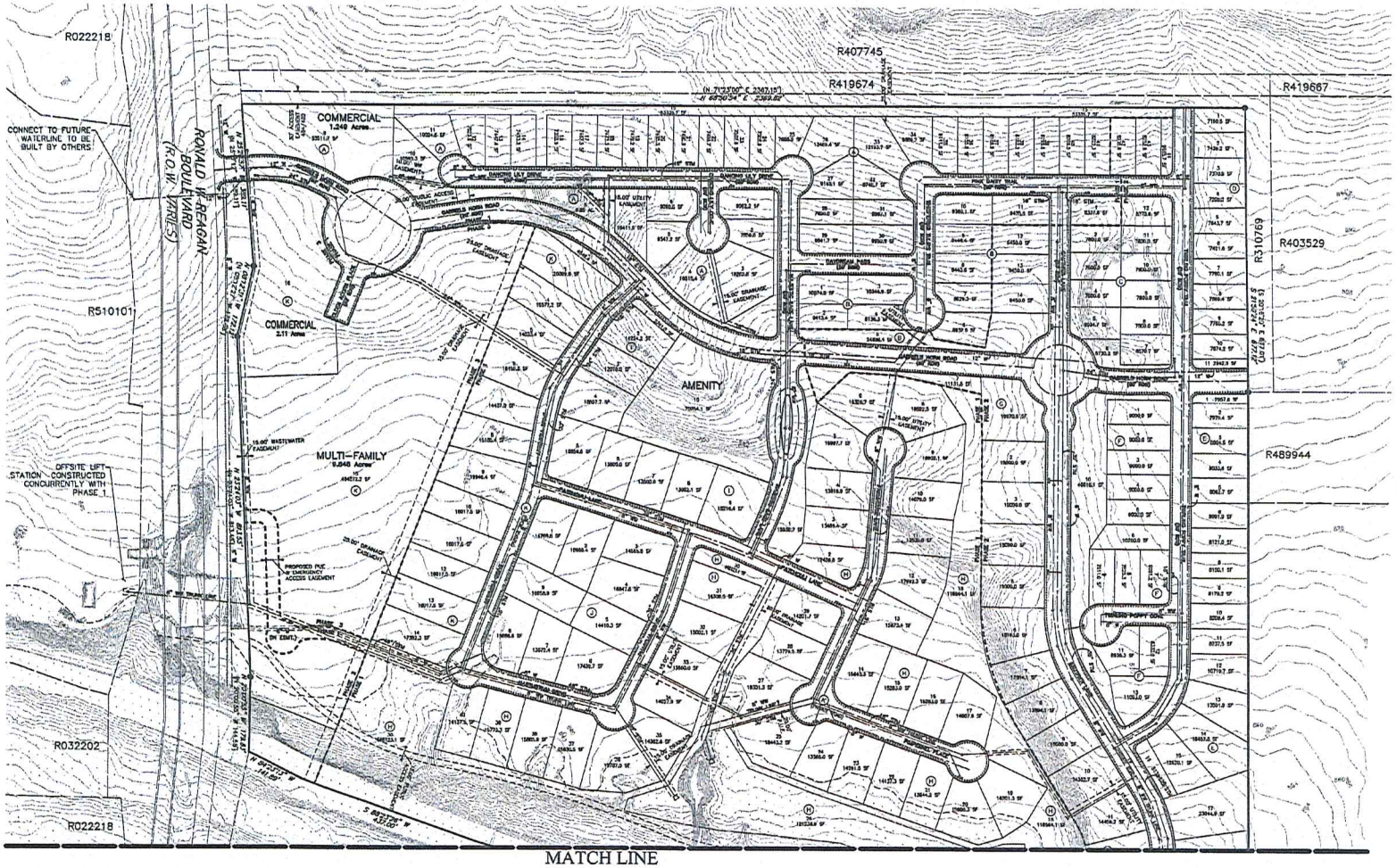
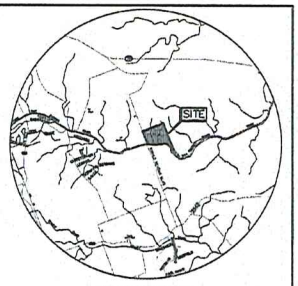
RED OAK VALLEY
PRELIMINARY PLAT

CITY OF LEANDER

JUNE 2014

UTILITY SCHEMATIC - 1 OF 2





VICINITY MAP
NTS

0' 60' 120' 240'
1" = 120'

PROPOSED LEGEND

- SIDEWALKS (SEE STREET TABLE FOR WIDTH)
- WATERLINE
- WASTEWATER W/ MANHOLE
- STORM DRAIN W/ MANHOLE
- CURB INLET

NOTE:

THE 8" WASTEWATER MAIN LABELED "TRUNK LINE" MAY BE REQUIRED TO BE UPSIZED TO A 12" LINE UPON THE APPROVAL OF A DEVELOPMENT AGREEMENT ESTABLISHING COST PARTICIPATIONS OF THE UPSIZE.

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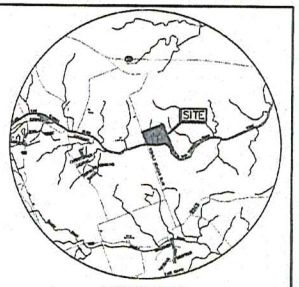
RED OAK VALLEY
UTILITY SCHEMATIC

CITY OF LEANDER

JUNE 2014

MATCH LINE

UTILITY SCHEMATIC - 2 OF 2



VICINITY MAP
NTS

0' 60' 120' 240'
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JONES & CARTER, INC.
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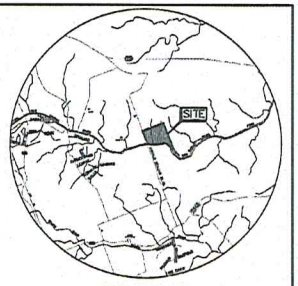
Texas Board of Professional Engineers Registration No. F-439

RED OAK VALLEY UTILITY SCHEMATIC

CITY OF LEANDER

JUNE 2014

EXISTING DRAINAGE AREA MAP



VICINITY MAP
NTS

0' 150' 300' 600'
1" = 300'

LEGEND

- EXISTING CONTOUR
- DRAINAGE AREA (ACRES)
- DRAINAGE AREA NUMBER
- DRAINAGE AREA BOUNDARY
- FLOW DIRECTION ARROW
- TIME OF CONCENTRATION
- CREEK CENTERLINE

Existing Drainage Areas

Sub Basin	Area (acres)	Total Reach (ft)	Time of Concentration: Sheet Flow Tt = 0.007(nL)^0.8/(P2^0.5)(s^0.4) Reach (ft)	n	P2 (2 yr storm)	s=slope (ft/ft)	Tt (min)	Shallow Concentrated Flow Tt = L/(60(16.1345)(s^0.5)) Reach (ft)	s=slope (ft/ft)	Tt (min)	Channel Flow Tt = (L/60 V) Reach (ft)	Velocity (ft/s flowmaster)	Tt (min)	Total Tc (min)		Peak Flows: 2 yr Q (cfs)	10 yr Q (cfs)	25 yr Q (cfs)	100 yr Q (cfs)
1	106.14	2341	100	0.13	3.44	0.045	6.09	1707	0.020	10.35	534	2.50	3.56	20.01		118.0	204.3	270.4	409.6
2*	2.08	406	100	0.13	3.44	0.025	7.71	306	0.029	1.86				9.56		3.2	5.5	7.3	10.8
O1	64.84	2103	100	0.13	3.44	0.02	8.43	2003	0.060	8.45				16.88		78.6	90.5	179.3	270.1
O2	16.87	1704	100	0.13	3.44	0.021	8.26	1604	0.021	11.43				19.70		38.9	32.7	43.3	65.6
														Total		218.7	333.0	500.3	756.1
														Total excl. Offsite		121.2	209.8	277.7	420.4

*These areas flow to the Ronald Reagan Blvd. ROW

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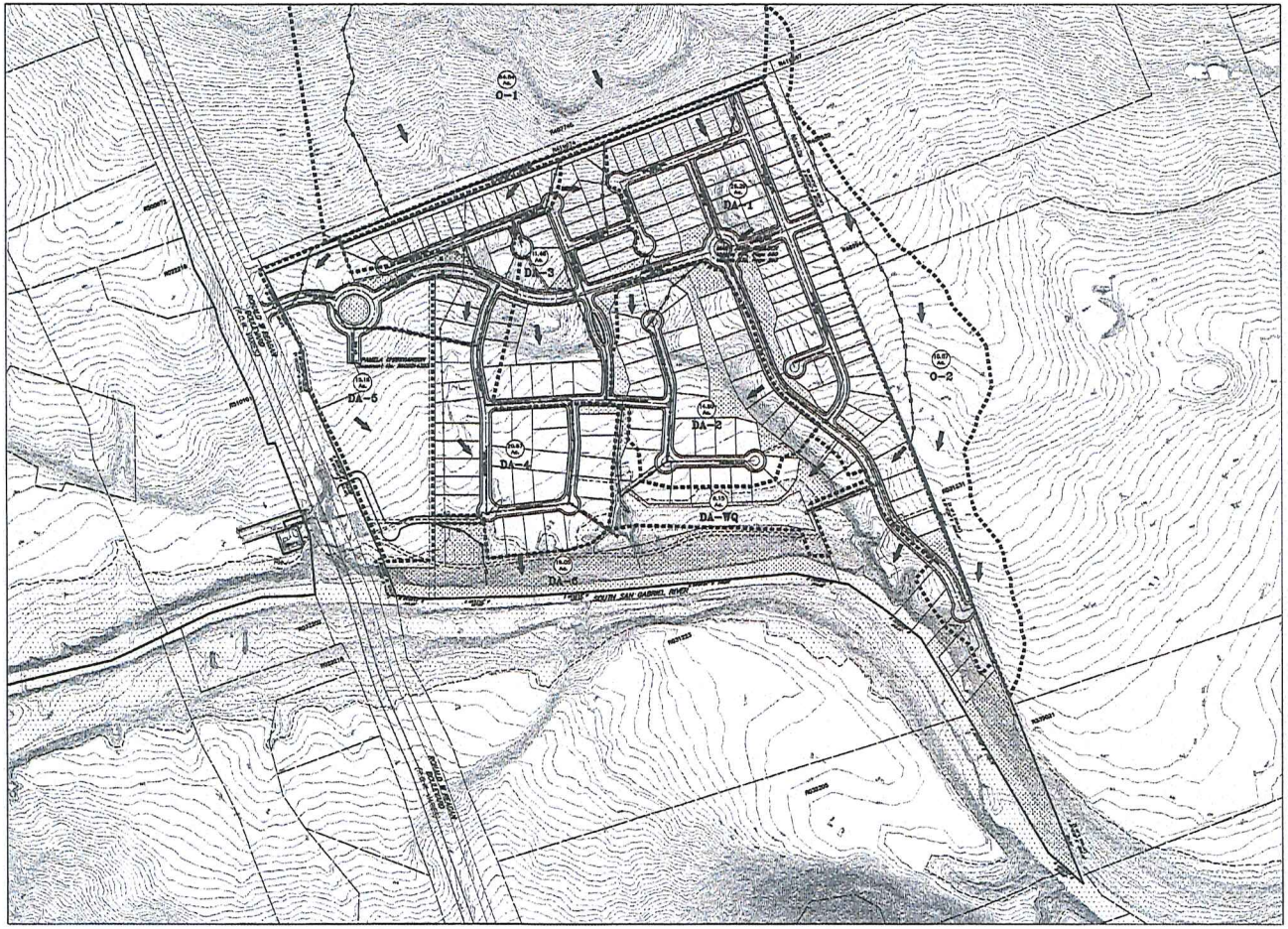
RED OAK VALLEY EXISTING DRAINAGE AREA MAP

CITY OF LEANDER

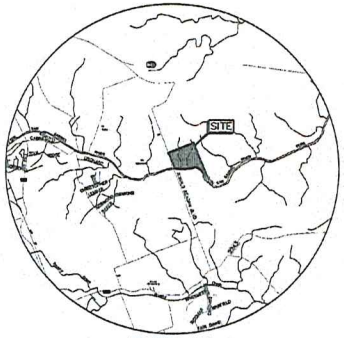
JUNE 2014

RED OAK VALLEY



LEGEND

- 700 — EXISTING CONTOUR
- 0.47 Ac. — DRAINAGE AREA (ACRES)
- DA-1 — DRAINAGE AREA NUMBER
- DRAINAGE AREA BOUNDARY
- FLOW DIRECTION ARROW
- TIME OF CONCENTRATION
- CREEK CENTERLINE



VICINITY MAP
NTS

PROPOSED DRAINAGE AREA MAP

CITY OF LEANDER

JUNE 2014

Proposed Drainage Area

			Time of Concentration															Peak Flows			
			Sheet Flow Tt = 0.007(nL)0.8/(P2^0.5)(s^0.4)						Shallow Concentrated Flow Tt = L/(60(20.3282)(s^0.5)) Paved (P) Tt = L/(60(16.1345)(s^0.5)) Unpaved (UP)			Storm Sewer System Flow Tt = (L/60 V)								
Sub Basin	Area (acres)	Total Reach (ft)	Reach (ft)	n	P2 (2 yr storm)	s=slope (ft/ft)	Tt (min)	Reach (ft)	s=slope (ft/ft)	Tt (min)	Reach (ft)	Velocity (10 ft/s Assumed)	Tt (min)	Total Tc (min)		2 yr Q (cfs)	10 yr Q (cfs)	25 yr Q (cfs)	100 yr Q (cfs)
1	26.29	2489	100	0.13	3.44	0.080	4.84	306	0.024	1.62 (P)	2083	10.0	3.47	9.93		62.1	104.2	133.4	190.9
2	14.50	1296	100	0.13	3.44	0.040	6.39	307	0.027	1.53 (P)	889	10.0	1.48	9.40		35.0	58.7	75.1	107.2
3	11.48	1887	100	0.13	3.44	0.060	5.43	316	0.056	1.09 (P)	1471	10.0	2.45	8.98		28.2	47.2	60.4	86.1
4	20.67	2588	100	0.13	3.44	0.048	5.94	250	0.035	1.10 (P)	2238	10.0	3.73	10.76		47.3	79.4	101.8	146.1
5	15.18	2282	100	0.13	3.44	0.035	6.74	199	0.018	1.22 (P)	1983	10.0	3.31	11.26		38.1	63.8	81.3	116.0
6	19.05	423	100	0.13	3.44	0.025	7.71	323	0.036	1.40 (P)	0	10.0	0.00	9.10		46.5	78.0	99.8	142.3
WQ	6.15	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
														Total		257.1	431.3	551.8	788.7

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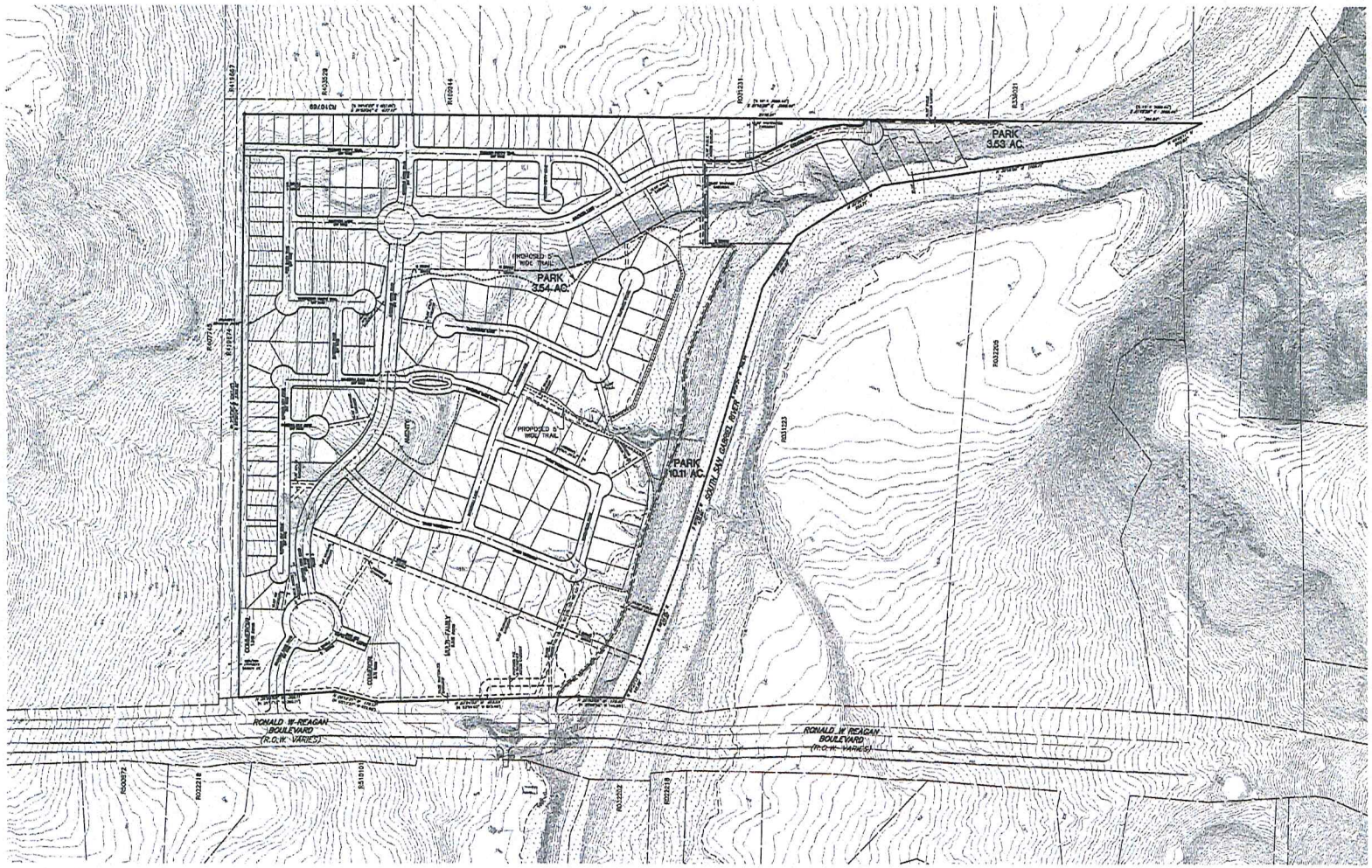

0' 100' 200' 400'
1" = 200'

PROPOSED LEGEND

- - - - - - - - PRIVATE TRAIL
——— · ——— PUBLIC TRAIL

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RED OAK VALLEY PARKLAND DEDICATION WORKSHEET — 20-Aug-14

Lots	Parkland Required	Parkland Proposed **	Floodplain Acres	Parkland Credited	Rec. Imp. Fee Required	Proposed Facilities
187	6.55	10.64	10.2	7.74	$65,450.00	5,781' x 5' concrete trail

* The recreation improvement fee will be credited to the construction of the trail. Verification of cost must be provided and the cost must equal or exceed the fee.

** A fiscal note will be required at plat approval for the amount of parkland required to be dedicated (6.55 acres - 5154.353) + Recreation improvement Fee ($65,450) = $2314.843.

JONES & CARTER, INC.
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Texas Board of Professional Engineers Registration No. F-439

RED OAK VALLEY PARKS PLAN

CITY OF LEANDER
JUNE 2014

TREE PRESERVATION PLAN

CITY OF LEANDER

JUNE 2014

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ROSENBERG
SAN ANTONIO
THE WOODLANDS
BRYAN/COLLEGE STATION

AUSTIN
DALLAS
HOUSTON
BRENHAM
GREENSPOINT

Texas Board of Professional Engineers Registration No. F-439

May 21, 2014

Mr. Tom Yantis, AICP, Planning Director
City of Leander Planning Department
104 North Brushy Street
Leander, Texas 78641

Re: PUD Zoning Application – Letter of Intent
Red Oak Valley Development

Dear Mr. Yantis,

On behalf of our client, Reagan Valley Company, LLC, Jones & Carter, Inc. has prepared this Letter of Intent for the proposed Planned Unit Development (PUD) zoning change for 112.895-acres at 18130 Ronald Reagan Blvd., or more generally located east of Ronald Reagan Blvd. and north of the South San Gabriel River. The proposed development is currently partially within city limits (50.32-acre) and the remainder in the 2-mile extra territorial jurisdiction (62.575-acres). A concurrent voluntary annexation request is being submitted with this PUD Zoning application. The portion of the development within the city limits is currently zoned single-family rural (SFR).

The proposed zoning ordinance amendment to create the PUD district is intended to provide enhanced standards for the development to facilitate customized, flexible zoning and subdivision standards. The enhanced standards will serve as a guide to advance a high-quality development for the Red Oak Valley Development. The PUD will be composed of a variety of single-family residential lots, with commercial and mixed use parcels along the Ronald Reagan Blvd. frontage. The development's frontage along the South San Gabriel River will provide over 10-acres of parkland, trails, and amenity improvements that will serve to benefit the community. Additionally, a 6-foot masonry wall and 8-foot sidewalk will be provided along Ronald Reagan Blvd. that will enhance the aesthetics and walkability of the arterial corridor.

The Red Oak Valley PUD proposes enhanced development standards that will provide the following community and development benefits:

1. Unified development standards and regulations that will establish customized, flexible zoning and residential subdivision standards.
2. Preservation on the scenic and pristine South San Gabriel River frontage via parkland dedication.
3. Preservation of the large existing homestead onsite to be remodeled and renovated to serve as the community amenity center.
4. A site layout that provides a resourceful use of the land while promoting parkland and open space connectivity and safe roadway design.
5. Regulatory flexibility that will be specialized to address the physical characteristics that may not be feasible under standard zoning regulations.
6. Additional landscape beautification within the development.
7. Enhanced pedestrian safety along the Ronald Reagan Blvd. corridor.
8. Increased tax base and public utility revenue that will be cohesive with the surrounding residential growth within Leander.
9. A master-planned development that will succeed in providing greater coordination and interaction between the residential, mixed use, and commercial components, which will encourage economic and demographic diversity.

As previously mentioned, the Red Oak Valley PUD will include three composite zoning districts: Residential (RES), Commercial (COM), and Mixed Use (MU). The intent of the three districts is to establish general guidelines of development location but provide the flexibility to adjust the exact location of various product types. The PUD will also specify the preservation acreage along the river frontage for green space, parkland dedication, and a trail system.

The Residential zoning district will provide a collection of various lot sizes that will incorporate Single Family (SF) Urban, SF Suburban, SF Estate, and SF Rural zoning characteristics. The maximum number of SF Urban lots will be limited to 70% of the total Residential lots, up to 140 lots. A minimum number of SF Estate lots will be developed, including at least 30% of the total Residential lots. In addition to these minimum and maximum lot utilization standards for the Residential base district, several less desireable uses currently permitted in the General Commercial zoning district will be prohibited by the PUD.

We look forward to working with the City of Leander staff, Planning & Zoning Commission, and City Council to develop an agreeable and mutually beneficial PUD document that will serve to guide the development of the Red Oak Valley project. If you have any questions or require additional information, please contact me at (512) 441-9493 or email at SGraham@jonescarter.com.

Sincerely,

Shawn Graham

Shawn Graham, PE

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Enclosures

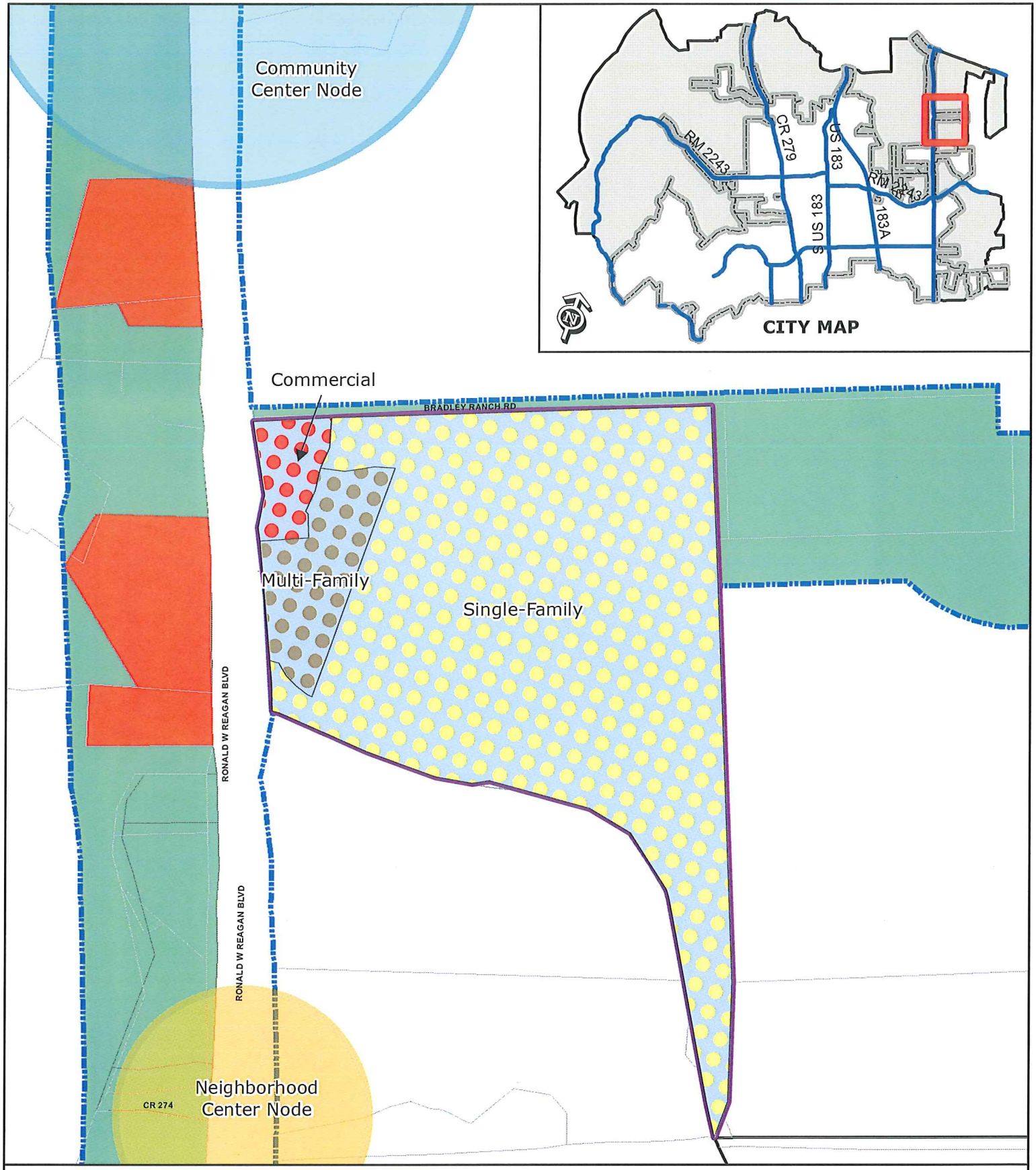

EXHIBIT C

Zoning Case 14-Z-024

Red Oak Valley

N

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

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

0 200
Feet

AGENDA ITEM # 7

Executive Summary

November 20, 2014

Council Agenda Subject: Consideration of an Updated Water Conservation Plan

Background: The initial Water Conservation and Drought Contingency Plan was adopted in December 2002, updated in 2007 & 2009, and last amended in March 2014. The most recent amendment allowed installation of swimming pools during a reduced outdoor watering schedule.

The Texas Water Development Board requires Water Conservation Plan updates every five years. The plan's intent is to promote and maintain efficient use of water, establish consumption goals and conservation strategies. Proposed water conservation goals are to reduce consumption 2.5% in five years (by 2019) and another 2.5% the next five years. The 2009 plan's water use reduction goals of 3.6% and 3.8%, respectively were not met; however, considering more recent data for the previous 3 years (2011-2013), per capita consumption has decreased from a 3-year average of 141 gallons per capita per day (GPCD) to 127 GPCD in 2013, approximately a 10% reduction.

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

Financial Consideration: None

Recommendation: Staff requests approval of the amended Drought Contingency Plan (Exhibit A) as presented.

Attachments: Drought Contingency Plan Amendment Ordinance

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING CHAPTER 13, ARTICLE 13.09, WATER CONSERVATION AND DROUGHT CONTINGENCY PLAN OF THE LEANDER CODE OF ORDINANCES TO ADOPT WATER CONSERVATION REGULATIONS; PROVIDING FOR ENFORCEMENT AND ESTABLISHING A PENALTY; SEVERABILITY, EFFECTIVE DATE AND OPEN MEETINGS CLAUSES; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, water is a scarce resource and the City of Leander, Texas (the "City") desires to continue to implement water conservation measures to help ensure adequate water supply for the current and future population of the City;

WHEREAS, the review and update of water conservation regulations is reasonable and necessary for the public health, safety, and welfare;

WHEREAS, as part of the overall goal to expand, protect and develop both existing and future water resources, the City undertook to review its water conservation plan to implement or maintain its aggressive approach to water conservation efforts;

WHEREAS, the preservation and improvement of the natural environment and maintenance of a working ecological balance are of increasing concern;

WHEREAS, City continues to experience frequent droughts and periodic shortages of adequate water supply; therefore, it is the purpose of this amendment to continue to enforce the more efficient use of routine, individual, and daily restrictions, as well as larger scale, commercial restrictions, on the use of varied quantities of water;

WHEREAS, the City Council, at a public meeting, has had the opportunity to accept public comment regarding the updated water conservation plan stated herein and finds it prudent to approve the revised and updated water conservation plan;

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 incorporated into this Ordinance as findings of fact by the City Council of Leander, Texas. The City Council hereby further finds and determines that the provisions of this ordinance are reasonable and necessary to protect the public health, safety and quality of life.

Section 2. Amendment of Art. 13.09. Chapter 13, Article 13.09, Section 13.09.001, *Declaration of policy, purpose and intent*, of the Leander Code of Ordinances is hereby amended through the review of the updated Water Conservation Plan, Exhibit A, attached hereto and incorporated here**,** which reviews and assesses the City's policies and ability to conserve the

available water supply and protect the integrity of water supply facilities, with particular regard for domestic water use, sanitation, and fire protection, and to protect and preserve public health, welfare, and safety and minimize the adverse impacts of extreme drought, periods of abnormally high water usage, system contamination, or extended reduction in ability to supply water due to equipment failure, water supply shortage or other water supply emergency conditions, the city hereby adopts the following regulations and restrictions on the delivery and consumption of water ("the plan").

Section 3. Savings Clause. All rights and remedies of the City of Leander are expressly saved as to any and all violations of the provisions of any ordinances affecting water conservation or the subject of this Ordinance within the City which have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

Section 4. Amendment of Ordinances. Chapter 13, Article 13.09, Leander Code of Ordinances is hereby amended as provided herein. All provisions of the Leander Code of Ordinances inconsistent with or in conflict with this ordinance are hereby amended to the extent of such inconsistency or conflict. In the event of a conflict or inconsistency between this ordinance and any other code or ordinance of the City, the terms and provisions of this ordinance shall govern.

Section 5. Severability. Should any section or part of this ordinance be held unconstitutional, illegal, or invalid, or the application to any person or circumstance thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this ordinance are declared to be severable.

Section 6. Effective Date. This ordinance shall take effect immediately from and after its passage.

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

PASSED AND APPROVED on this _____ day of _____, 2014.

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

_____ _____

Debbie Haile, City Secretary Christopher Fielder, Mayor

EXHIBIT A

ARTICLE 13.09 WATER CONSERVATION PLAN

CITY OF LEANDER, TEXAS

WATER CONSERVATION PLAN

PREPARED FOR:

CITY OF LEANDER

PREPARED BY:

K·FRIESE + ASSOCIATES

PUBLIC PROJECT ENGINEERING

OCTOBER 2014

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APPENDICES

Appendix A: Water Conservation Utility Profile
Appendix B: Water Rate Structure
Appendix C: Water Conservation and Drought Contingency Plan
Appendix D: Regional Water Planning Group Notification
Appendix E: Water Conservation Plan Adoption Ordinance

Section 1.0 Introduction and Utility Profile

1.1 Introduction

The City of Leander Water Conservation Plan is designed to promote and maintain efficient use of water for the City and its water utility customers. The purpose of the Water Conservation Plan is to establish short and long-term consumption goals and develop implementation strategies and processes for achieving these goals in accordance with 30 TAC Chapter 288.

1.1 Utility Profile

A copy of the complete Utility Profile is included as Appendix A.

Service Area Data and Population

The City of Leander water service area includes the City and portions of its Extra Territorial Jurisdiction, encompassing approximately 28 square miles. Approximately 25% of the service area is located within northern Travis County with the remainder located within Williamson County. The major watersheds within the service area include San Gabriel and Colorado River. The majority of the service connections within the water system are residential, approximately 90% single family and 6% multi family connections. The remaining connections are split between commercial (3%) and institutional uses (1%).

The official U.S. Census population count for the City of Leander in 2010 was 26,521. The current population estimate for the City is 36,137, an increase of approximately 25%. The Region G and Region K Water Plans project the City of Leander population to reach 50,562 by 2020.

Water System

The key water use statistics for 2009 through 2013 are provided in Table 1. Average per person usage is given in gallons per capacity per day (GPCD) and average and peak daily water demand is given in MGD. The peak day to average day ratio varies from 1.77 to 2.43, meaning that peak day demand is approximately twice the average demand.

Table 1: Municipal Water Demand 2009-2013

Year	2009	2010	2011	2012	2013
Peak GPCD	300	255	280	288	275
Annual Average GPCD	123	120	159	130	119
Peak Day (MGD)	7.79	6.75	7.44	8.38	8.86
Average Day (MGD)	3.21	3.18	4.21	3.78	3.85
Peaking Factor	2.43	2.12	1.77	2.22	2.30

The current water supply source for the City is a contract amount obtained from Lake Travis managed by the Lower Colorado River Authority (LCRA). The water is treated at the Sandy Creek Water Treatment Plant managed by the City of Leander or at the Brushy Creek Regional Utility Authority (BCRUA) Water Treatment Plant, which provides water to the Cities of Round Rock and Cedar Park in addition to the City of Leander. The Sandy Creek Water Treatment Plant has a design capacity of 12 million gallons per day (MGD), and the Brushy Creek Regional Utility Authority (BCRUA) WTP is currently designed to supply up to 2.5 MGD to Leander although it is currently not in operation due to low levels in Lake Travis. The City system has a design storage capacity of 4.75 million gallons with 4 million gallons serving as elevated storage.

Wastewater System

The wastewater system is currently operated by the City of Leander and includes approximately 9,500 connections. Wastewater treatment is provided by City of Leander Wastewater Treatment Plant operated by the City of Leander, and by the Brushy Creek Regional Wastewater System (BCRWWS) Treatment Plant. The BCRWWS treatment plant is regional and provides treatment facilities for the Cities of Leander, Round Rock, Cedar Park, Austin, and two Municipal Utility Districts. The City of Leander

Wastewater Treatment Plant has a permitted design capacity of 2.25 MGD and has reserved 5.25 MGD of treatment capacity with the BCRWWS. The City is currently under construction on a new wastewater treatment plant in the Colorado River basin, which will add 0.25 MGD of treatment capacity to the system in the interim with an ultimate capacity of 0.768 MGD.

Section 2.0 Water Conservation Goals

The City of Leander Water Conservation Plan contains measures to positively impact both water system operations as well as directly affect water use and promote responsible water use behavior. The purpose of the Water Conservation Plan is to develop and implement conservation programs that will:

a. Reduce peak day water demand
b. Reduce water loss and water waste
c. Decrease per capita day consumption
d. Reduce unaccounted water
e. Maintain the community's quality of life while continuing to enhance economic growth
f. Prevent the pollution of ground and surface water sources

2.1 Five Year and Ten Year Targets

Total GPCD includes both the residential and non-residential usage making it difficult to identify and quantify the impact that conservation and changes in residential usage patterns have on the Total GPCD. To determine these impacts, the Residential GPCD was also determined for comparative purposes and goal determination. The Total GPCD water use for the 2013 calendar year was 127 GPCD. The Residential GPCD for 2013 was 80 GPCD and the water loss was 25 GPCD. In 2013, the City of Leander used a total of almost 1.5 billion gallons of water with the population estimated at 32,200. The need to reduce water use in order to provide a sustainable water supply is of great importance as droughts have continued to plague the local region. The five year and ten year targets are summarized in Table 2.

Table 2: Water Conservation Plan Goals

	Historic 5-year Average	Baseline	5-year Goal Year 2019	10-year Goal Year 2024
Total GPCD	136.0	140.0	136.5	133.0
Residential GPCD	93	96	94	92
Water Loss (GPCD)	20	23	22	21
Water Loss Percentage	15%	16%	16%	15%

The equations used to determine the criteria above are:

$$\text{Total GPCD} = \frac{\text{Total Gallons in System}}{365^* \text{ Permanent Population}}$$

$$\text{Residential GPCD} = \frac{\text{Gallons Used for Residential Use}}{365^* \text{ Residential Population}}$$

$$\text{Water Loss GPCD} = \frac{\text{Total Water Loss}}{365 * \text{ Permanent Population}}$$

$$\text{Water Loss Percentage} = \frac{100^* \text{ Total Water Loss}}{\text{Total Gallons in System}}$$

The baseline data is the average water use and loss over the previous three years, 2011 to 2013.

2.2 Implementation Schedule

To implement the goals and conservation plan, the city will conduct annual testing on all finished water supply meters. In addition, replacement of water lines found to be leaking or are in generally poor condition will be completed as quickly as practical to ensure minimal water loss. Monthly water audits will be conducted to determine the water loss.

2.3 Method for Tracking Effectiveness

In order to track the progress of the Water Conservation and Drought Contingency Plan, the City will utilize the following procedures:

- Logs will be maintained for meter calibration, meter testing and meter replacement.
- Monthly water audits to determine water loss shall be documented and kept in the Water & Wastewater Utility Department files.
- Records of all public education shall be maintained.
- Rates are tracked and monitored biannually by an outside consultant contracted by the City. A three-year outlook is performed at each study. The last study took place in 2014.
- A program is being developed to maintain logs of the city's Leak Detection Program. These records will include inspections of water main fittings and connections. Periodic leak detection audits will be conducted.

Section 3.0 Strategies to Achieve Conservation Goals

3.1 Water Rate Structure

The City of Leander uses cost based water rate structure that includes a uniform volumetric charge, and does not promote the excessive use of water. All water customers in the City of Leander pay a monthly Customer Charge, determined by the water meter size, a standard water reserve charge per living unit equivalent, and a water consumption charge per each 1,000 gallons of water used, determined by the connection category. The City of Leander water rate schedule is included in Appendix B.

3.2 Wastewater Reuse

Approximately 5 percent of the wastewater treated by the City of Leander is reused for plant operations including plant wash down and chlorination or dechlorination. The City is currently constructing a new wastewater treatment plant to be a zero discharge plant. Treated wastewater will be used to irrigate landscaping using subsurface drip irrigation and surface irrigation.

3.3 Water Loss Control Measures

The City of Leander has experienced water loss (expressed as the percentage of the difference between water usage billed and water pumped to total water pumped) averaging 15% over the last five years. The average water loss in 2013 was 20%. To determine and control this unaccounted-for water loss, the City of Leander shall conduct periodic visual inspections along the distribution line routes, annual audits of the water system to determine potential loss due to illegal connections and proper accounting for loss due to flushing and fire-fighting. The City is starting a pilot program for smart meters which will begin with 100 meters. The use of smart meters will allow for faster reading of the meters, resulting in earlier detection of potential water loss locations.

3.3.1 Leak Detection and Repair

The City of Leander contracts for leak detection. A Leak Detection Program is in place to inspect approximately 30 miles of waterline semi-annually. If unaccounted-for water loss above normal occurs, the City sends crews to check sections of transmission main for leaks. Most leaks, illegal connections or abandoned services are detected by field crews or reported by the public. Once found, leaks are repaired by City crews.

The Leander Water and Wastewater Utility conducts a water audit each month to identify real water losses and correct applicable reports. Real water losses are minimized by replacing deteriorated water mains and customer service lines. These replacement programs are ongoing.

3.3.2 Supply and Universal Metering

The City of Leander's water supply is provided by two water treatment plants managed by the City of Leander and through the BCRUA system. Each entity is responsible under contract for the proper calibration and annual adjustment of water supply meters for their respective water sources.

Water meters are purchased by the City and maintained and read monthly by city staff. City policy is to purchase AWWA approved meters which record with a less than 5 percent error rate. City policy is to replace aging meters as issues are identified or at the request of a customer.

3.4 Public Education Program

The City of Leander plans to work directly with the LCRA on conservation education. The LCRA is available to give talks and presentations on water conservation, provide technical training to Leander staff on how to do landscape irrigation audits, and provide technical assistance with development of ordinances.

The city will periodically provide the public with information about the drought contingency plan, including information about the conditions under which each stage of the plan is to be initiated or terminated and the drought response measures to be implemented in each stage. This information is provided by means of press releases, updates on the City's website, trailer-mounted message boards, or utility bill inserts. In addition, the initial process for enforcement of the City's Drought Contingency Plan is to send a warning letter to the resident with an explanation of the violation.

3.5 Implementation and Enforcement

The City Manager or his/her designee is appointed to implement the Water Conservation and Drought Contingency Plan upon determination that such implementation is necessary to protect public health, safety and welfare. The City Manager or his/her designee shall have the authority to initiate or terminate elements of the plan. The complete implementation and enforcement plan elements are included in Appendix C.

As a means of implementing and enforcing this plan, all plan elements discussed in this document were adopted Ordinance 11-027-00, exhibit A, of the City of Leander Code of Ordinances, adopted September 1, 2011 and amended March 20, 2014.

Section 4.0 Wholesale Water Supply Contracts

An interlocal cooperation agreement was executed to provide a maximum of 930 gallons per minute of potable water to the City of Liberty Hill. Currently, no water is being provided pending construction of the transmission mains necessary to connect the systems.

All wholesale water contracts require compliance with the city's drought contingency and water conservation programs. Each contract specifies that the water supplied to the wholesale customer may be reasonably limited by the City on the same basis and to the same extent as the supply of water to any other customers within the city.

All wholesale contracts entered into, renewed or extended include provisions for distributing water to the wholesale customers in accordance with the Texas Water Code, Section 11.039. Customer entities are prohibited from selling water provided by the City of Leander.

Section 5.0 Coordination with Regional Water Planning Groups

The service area of the city is located within two Regional Water Planning Groups: Region G, Brazos River Authority, within Williamson County; and Region K, Lower Colorado River Authority, within Travis County. A copy of the conservation plan has been sent to both the Region G and Region K water resource planning administrators. A copy of the letters notifying the Regional Water Planning Groups is included in Appendix D.

Section 6.0 Drought Contingency Plan

The city manager or his/her designee shall monitor the water supply and/or demand conditions on a daily basis and shall determine when conditions warrant initiation or termination of each stage of the plan.

Water supply conditions will be determined by the source of supply, system capacity, and weather conditions. Water demand will be measured by the peak daily demands on the system.

Unless there is an immediate and extreme reduction in water production, or other absolute necessity to declare an emergency or severe condition, the City will initially declare Stage 1 restrictions. If, after a reasonable period of time, demand is not reduced enough to alleviate outages, reduce the risk of outages, or comply with restrictions required by a court, government agency or other authority, Stage 2 may be implemented with Stage 3 and Stage 4 to follow if necessary. The complete Drought Contingency Plan is included as Appendix C.

6.1 Stage 1 – Voluntary Water Conservation Conditions

Triggers:

Customers shall be requested to voluntarily conserve water and adhere to the Stage 1 drought response measures each year from May 1 through September 30. In addition, customers shall be requested to adhere to the Stage 1 drought response measures when one or a combination of the following occurs: the total daily water demand equals or exceeds 80% of the total operation system treatment capacity for three consecutive says or 85% on a single day; or when the combined storage of Lake Travis and Lake Buchanan reaches 1.4 million acre-feet in accordance with the LCRA.

Demand Management Measures:

Stage 1 drought response measures are designed to limit the daily water demand to no more than 80% capacity for three days and to achieve a 5% reduction in water use.

To manage supply, the City will review system operations and identify ways to improve the system efficiency and accountability and will actively promote drought-related issues and the need to conserve.

The City will request water customers to voluntarily comply with the Stage 2 water use restrictions, including watering landscapes no more than twice per week, as well as voluntarily limiting and reducing the use of water for nonessential purposes and to practice water conservation. Water customers will be reminded to follow the year-round water waste restrictions.

Requirements for Termination:

Stage 1 restrictions may be rescinded when the water treatment plant capacity condition listed above as a triggering event has ceased to exist for five consecutive days or the LCRA announces that voluntary restrictions by its firm raw water customers are no longer needed. Upon termination of the Stage 1 restrictions, the City will publicly announce the termination to its customers and notify the LCRA.

6.2 Stage 2 – Moderate Water Shortage Conditions

Triggers:

Customers shall adhere to the Stage 2 drought response measures when one or a combination of the following occurs: the total daily water demand equals or exceeds 93% of the total operation system treatment capacity for three consecutive says or 95% on a single day; pumping hours per day of 18 hours; or when the combined storage of Lake Travis and Lake Buchanan reaches 900,000 acre-feet in accordance with the LCRA's requirements, which are subject to change.

Demand Management Measures:

Stage 2 drought response measures are designed to limit the daily water demand to no more than 80% capacity for three days or 85% for one day and to achieve a 10-20% reduction in water use and 17 pump hours per day.

To manage supply, the City apply all water use restrictions prescribed for Stage 2 for city utility owned facilities and properties, discontinue water main and line flushing unless necessary for public health

reasons, visually inspect lines and repair leaks on a regular basis, and conduct a monthly review of customer use records and follow up on any that have unusually high usage.

Under threat of penalty for violation, the following water restrictions shall apply to all retail water customers:

a. Water customers are required to participate in the twice-weekly watering schedule determined by the City. Outdoor water use shall only occur on a designated watering day.
b. Outdoor watering is prohibited between the hours of 10:00 a.m. and 7:00 p.m. This prohibition does not apply to irrigation of landscaped areas if it is by means of a hand-held hose or a faucet-filled bucket or watering can of five gallons or less;
c. The use of water to wash any motor vehicle is prohibited except on designated watering days between the hours of midnight and 10 a.m. and between 7 p.m. and midnight and must be done with a hand-held bucket or a hand-held hose equipped with a positive shut-off nozzle. A vehicle may be washed any time at a commercial carwash facility or commercial service station; and
d. Water customers are requested to practice water conservation and prohibit non-essential uses of water.

Requirements for Termination:

Stage 2 restrictions may be rescinded when the water treatment plant capacity condition listed above as a triggering event has ceased to exist for five consecutive days or the LCRA announces that voluntary restrictions by its firm raw water customers are no longer needed. Upon termination of the Stage 2 restrictions, the City will publicly announce the termination to its customers and notify both the LCRA and Texas Commission on Environmental Quality (TCEQ). Stage 1 restrictions will then be in effect.

6.3 Stage 3 – Severe Water Shortage Conditions

Triggers:

Customers shall adhere to the Stage 3 drought response measures when one or a combination of the following occurs: the total daily water demand equals or exceeds 95% of the total operation system treatment capacity for three consecutive says or 97% on a single day; pumping hours per day of 22 hours; when the combined storage of Lake Travis and Lake Buchanan reaches 600,000 acre-feet in accordance with the LCRA; or when the LCRA board declares a drought worse than the drought of record or other water supply emergency and orders the mandatory curtailment of firm water supplies.

Demand Management Measures:

Stage 3 drought response measures are designed to limit the daily water demand to no more than 80% capacity for three days or 85% for one day and to achieve a 20% reduction in water use and 17 pump hours per day.

To manage supply, in addition to the Stage 2 measures, the city will explore additional emergency water supply options.

Under threat of penalty for violation, the following water restrictions shall apply to all retail water customers in addition to the Stage 2 measures:

a. Water customers are required to participate in the once-weekly watering schedule determined by the City. Outdoor water use shall only occur on a designated watering day.
b. Outdoor watering is prohibited between the hours of 10:00 a.m. and 7:00 p.m. This prohibition does not apply to irrigation of landscaped areas if it is by means of a hand-held hose or a faucet-filled bucket or watering can of five gallons or less; and
c. The use of water to wash any motor vehicle is prohibited. A vehicle may be washed any time at a commercial carwash facility or commercial service station.

Requirements for Termination:

Stage 3 restrictions may be rescinded when the water treatment plant capacity condition listed above as a triggering event has ceased to exist for five consecutive days or the LCRA announces that mandatory restrictions by its firm raw water customers are no longer required. Upon termination of the Stage 3 restrictions, the City will publicly announce the termination to its customers and notify both the LCRA and TCEQ. Stage 2 restrictions will then be in effect.

6.4 Stage 4 – Emergency Water Conditions

Triggers:

Customers shall adhere to the Stage 3 drought response measures when one or a combination of the following occurs: major water line breaks or pump system failures that cause substantial loss of ability to provide water service; the total daily water demand equals or exceeds 100% of the total operation system treatment capacity; pumping hours per day of 24 hours; natural or man-made contamination of the water supply source; or when the LCRA general manager or board declares a water supply emergency.

Demand Management Measures:

Stage 4 drought response measures are designed to limit the daily water demand to no more than 90% capacity and 22 pump hours per day.

To manage supply, the City shall visually inspect lines and repair leaks on a regular basis, flushing is prohibited except for dead-end mains and only between the hours of 9:00 p.m., and 3:00 a.m., emergency interconnects or alternative supply arrangements shall be initiated, and all meters shall be read as often as necessary to insure compliance with this program for the benefit of all the customers.

Under threat of penalty for violation, the following water restrictions shall apply to all retail water customers in addition to the Stage 2 restrictions:

a. Outdoor watering is prohibited;
b. Use of water from fire hydrants shall be limited to firefighting and activities necessary to maintain public health, safety, and welfare; and
c. No applications for new, additional, expanded, or larger water service connections, meters, service lines, pipeline extensions, mains, or water service facilities of any kind shall be allowed or approved.

Requirements for Termination:

Stage 4 restrictions may be rescinded when the water treatment plant capacity condition listed above as a triggering event has ceased to exist for five consecutive days or the LCRA announces that mandatory restrictions by its firm raw water customers are no longer required. Upon termination of the Stage 4 restrictions, the City will publicly announce the termination to its customers and notify both the LCRA and TCEQ. Stage 3 restrictions will then be in effect.

6.5 Initiation and Termination Procedures

The city manager or his/her designee is hereby authorized and directed to implement the applicable provisions of this article upon determination that such implementation is necessary to protect public health, safety and welfare. The city manager or his/her designee shall have the authority to initiate or terminate drought or other water supply emergency response measures as described in this article.

The city shall notify the executive director of the state commission on environmental quality and the LCRA general manager in writing within five (5) business days of the implementation of any mandatory provisions of the drought contingency plan. The LCRA general manager will be notified of the termination of any provisions of the drought contingency plan. The executive director of the TCEQ will be notified of the termination of mandatory provisions of the drought contingency plan

6.6 Variances and Enforcement

Variances

The city manager or his/her designee may, in writing, grant temporary variance for existing water uses otherwise prohibited under this plan if it is determined that failure to grant such variance would cause an emergency condition adversely affecting the health, sanitation, or fire protection for the public or the person requesting such variance and if one or more of the following conditions are met:

a. Compliance with this plan cannot be technically accomplished during the duration of the water supply shortage or other condition for which the plan is in effect.
b. Alternative methods can be implemented which will achieve the same level of reduction in water use.

Persons requesting an exemption from the provisions of this article shall file a petition for variance with the city within 5 working days after the plan or a particular drought response stage has been invoked. All petitions for variances shall be reviewed by the city manager, or his/her designee, and shall include the following:

a. Name and address of the petitioner(s);
b. Purpose of water use;
c. Specific provision(s) of the plan from which the petitioner is requesting relief;
d. Detailed statement as to how the specific provision of the plan adversely affects the petitioner or what damage or harm will occur to the petitioner or others if the petitioner complies with the plan;
e. Description of the relief requested;
f. Period of time for which the variance is sought;
g. Alternative water use restrictions or other measures the petitioner is taking or proposes to take to meet the intent of this plan and compliance date; and
h. Other pertinent information.

All variances granted must include a timetable for compliance and will expire when the plan is no longer in effect, unless the petitioner has failed to meet specified requirements. No variance shall be retroactive or otherwise justify any violation of this plan occurring prior to the issuance of the variance.

Enforcement

No person or entity shall knowingly or intentionally allow the use of water from the city for residential, commercial, industrial, agricultural, governmental or any other purpose in a manner contrary to any provision of this article, or in an amount in excess of that permitted by the drought response stage in effect at the time pursuant to action taken by the city manager, or his/her designee, in accordance with provisions of this plan.

Any violation of this plan may be enforced as an administrative violation. This first offense shall consist of a courtesy warning mailed to the alleged offender's utility billing address. Subsequent violations shall be within a 12-month period immediately following the date of the preceding offense. A notice of the violation and a description of the administrative fee for the offense will be mailed to the alleged offender's utility billing address. An alleged offender may appeal an administrative offense within fifteen (15) business days of the date of the notice of offense and request a hearing.

Any person who shall violate any of the provisions of this article, or shall fail to comply therewith, or with any of the mandatory 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 ($2,000.00). Each day the violation exists shall constitute a separate offense. Such penalty shall be in addition to all the other remedies provided herein.

The city manager or his/her designee shall, upon due notice to the customer, be authorized to discontinue water service to the premises where such violations occur. Services discontinued under such circumstances shall be restored only upon payment of a reconnection charge, hereby established at

$1,000.00, and any other costs incurred by the city in discontinuing service. In addition, suitable assurance must be given to the city that the same action shall not be repeated while the plan is in effect. Compliance with this article may also be sought through injunctive relief in the district court.

6.7 Measures to Inform and Educate the Public

Public notification of the initiation or termination of drought response stages shall be by a variety of ways; examples include bill inserts, e-mail and automated telephone calls, signs posted at entry points to the service area or a combination of these methods

As the city's limiting factor is water treatment capacity and water usage typically peaks during the summer months, Stage 1 of the plan is in effect each year from May 1 through September 30. A reminder notice will be placed in the utility billing before May 1. Notice(s) will be designed to increase customer awareness of water conservation and encourage the most efficient use of water. A copy of the current public announcement on water conservation awareness shall be kept on file and available for inspection by the TCEQ.

Section 7.0 Adoption

A copy of the signed Ordinance adopting the Water Conservation and Drought Contingency Plan is included in Appendix E.

Section 8.0 Reporting Requirement

The Water Conservation Plan Annual Report is required to be submitted by May 1 of the year. The Annual Report is an online form shall be completed and submitted by the Public Works Directors for the City of Leander.

Appendix A: Water Conservation Utility Profile

Texas Water Development Board

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

Fill out this form as completely as possible.
If a field does not apply to your entity, leave it blank.

CONTACT INFORMATION

Name of Utility: City of Leander

Public Water Supply Identification Number (PWS ID): 2460012

Certificate of Convenience and Necessity (CCN) Number: _____

Surface Water Right ID Number: 122259

Wastewater ID Number: TX0092151

Completed By: Patrick A. Womack Title: Public Works Director

Address: PO Box 319 City: Leander Zip Code: 78646

Email: pwomack@leandertx.gov Telephone Number: 512-528-2783

Date: 5/19/2014

Regional Water Planning Group: G,K Map

Groundwater Conservation District: _____ Map

Check all that apply:

- [ ] Received financial assistance of $500,000 or more from TWDB
- [x] Have 3,300 or more retail connections
- [ ] Have a surface water right with TCEQ

Texas Water Development Board

Section I: Utility Data

A. Population and Service Area Data

1. Current service area size in square miles: 28
(Attach or email a copy of the service area map.)

2. Provide historical service area population for the previous five years, starting with the most current year.

Year	Historical Population Served By Retail Water Service	Historical Population Served By Wholesale Water Service	Historical Population Served By Wastewater Service
2009	26,000		26,000
2010	26,521		26,521
2011	26,521		26,521
2012	29,098		29,098
2013	32,208		32,208

3. Provide the projected service area population for the following decades.

Year	Projected Population Served By Retail Water Service	Projected Population Served By Wholesale Water Service	Projected Population Served By Wastewater Service
2020	50,562		50,562
2030	94,378		94,378
2040	146,566		146,566
2050	219,684		219,684
2060	274,357		274,357

4. Describe the source(s)/method(s) for estimating current and projected populations.

Regions G & K population projections and 2010 Census data.

B. System Input

Provide system input data for the previous five years.

Total System Input = Self-supplied + Imported – Exported

Year	Self-supplied Water in Gallons	Purchased/Imported Water in Gallons	Exported Water in Gallons	Total System Input	Total GPCD
2009		1,113,527,000		1,113,527,000	117
2010		1,354,000,000		1,354,000,000	140
2011		1,536,000,000		1,536,000,000	159
2012		1,468,920,000		1,468,920,000	138
2013		1,496,018,147		1,496,018,147	127
Historic 5-year Average	0	1,393,693,029	0	1,393,693,029	136

C. Water Supply System (Attach description of water system)

1. Designed daily capacity of system 12,000,000 **gallons** per day.
2. Storage Capacity:
   Elevated 3 **gallons**
   Ground 2 **gallons**

3. List all current water supply sources in gallons.

Water Supply Source	Source Type*	Total Gallons
Lake Travis	Contract	7,820,424,000
	Choose One	
	Choose One	
	Choose One	
	Choose One	
	Choose One	

*Select one of the following source types: *Surface water, Groundwater, or Contract*

4. If surface water is a source type, do you recycle backwash to the head of the plant?
   (●) Yes 75,000 estimated **gallons** per day
   ( ) No

D. Projected Demands

1. Estimate the water supply requirements for the next ten years using population trends, historical water use, economic growth, etc.

Year	Population	Water Demands (gallons)
2014	35,208	1,751,580,396
2015	37,767	1,878,889,367
2016	40,326	2,006,198,337
2017	42,885	2,133,507,308
2018	45,444	2,260,816,278
2019	48,003	2,388,125,249
2020	50,562	2,515,434,219
2021	53,121	2,642,743,190
2022	55,680	2,770,052,160
2023	58,239	2,897,361,131

2. Describe sources of data and how projected water demands were determined. Attach additional sheets if necessary.

Regions G & K population projections and 2010 Census data.

E. High Volume Customers

1. List the annual water use, in gallons, for the five highest volume **RETAIL customers**. Select one of the following water use categories to describe the customer; choose Residential, Industrial, Commercial, Institutional, or Agricultural.

Retail Customer	Water Use Category*	Annual Water Use	Treated or Raw
Lakeline Apartments	Residential	15,185,187	Treated
Crystal Falls Golf Course	Institutional	7,700,000	Treated
Leander High School	Institutional	5,188,000	Treated
Cedar Ridge Apartments	Residential	4,983,170	Treated
Austing Engineering	Commercial	3,929,700	Treated

*For definitions on recommended customer categories for classifying customer water use, refer to the online Guidance and Methodology for Reporting on Water Conservation and Water Use.

2. If applicable, list the annual water use for the five highest volume **WHOLESALE customers**. Select one of the following water use categories to describe the customer; choose Municipal, Industrial, Commercial, Institutional, or Agricultural.

Wholesale Customer	Water Use Category*	Annual Water Use	Treated or Raw
	Choose One		Choose One
	Choose One		Choose One
	Choose One		Choose One
	Choose One		Choose One
	Choose One		Choose One

*For definitions on recommended customer categories for classifying customer water use, refer to the online Guidance and Methodology for Reporting on Water Conservation and Water Use.

F. Utility Data Comment Section

Provide additional comments about utility data below.

Section II: System Data

A. Retail Connections

1. List the active retail connections by major water use category.

Water Use Category*	Active Retail Connections			
	Metered	Unmetered	Total Connections	Percent of Total Connections
Residential – Single Family	10,130		10,130	90%
Residential – Multi-family (units)	664		664	6%
Industrial	0		0	%
Commercial	380		380	3%
Institutional	99		99	1%
Agricultural	0		0	%
TOTAL	11,273	0	11,273	

*For definitions on recommended customer categories for classifying customer water use, refer to the online Guidance and Methodology for Reporting on Water Conservation and Water Use.

2. List the net number of new retail connections by water use category for the previous five years.

Water Use Category*	Net Number of New Retail Connections				
	2009	2010	2011	2012	2013
Residential – Single Family	318	253	287	454	504
Residential – Multi-family (units)	0	0	11	0	0
Industrial	0	0	0	0	0
Commercial	3	27	40	14	4
Institutional	3	10	5	0	0
Agricultural	0	0	0	0	0
TOTAL	324	290	343	468	508

*For definitions on recommended customer categories for classifying customer water use, refer to the online Guidance and Methodology for Reporting on Water Conservation and Water Use.

B. Accounting Data

For the previous five years, enter the number of gallons of RETAIL water provided in each major water use category.

Water Use Category*	Total Gallons of Retail Water				
	2009	2010	2011	2012	2013
Residential - Single Family	813,696,491	840,666,467	1,091,946,983	982,019,746	923,504,117
Residential – Multi-family	27,810,000	27,064,336	27,250,989	25,358,873	24,851,720
Industrial	0	0	0	0	0
Commercial	102,192,697	103,297,690	147,644,022	120,811,946	131,992,964
Institutional	109,376,050	62,934,005	68,221,830	43,612,928	45,675,778
Agricultural	0	0	0	0	0
TOTAL	1,053,075,238	1,033,962,498	1,335,063,824	1,171,803,493	1,126,024,579

*For definitions on recommended customer categories for classifying customer water use, refer to the online Guidance and Methodology for Reporting on Water Conservation and Water Use.

C. Residential Water Use

For the previous five years, enter the residential GPCD for single family and multi-family units.

Water Use Category*	Residential GPCD				
	2009	2010	2011	2012	2013
Residential - Single Family	87	109	120	112	106
Residential – Multi-family	71	86	73	53	55

D. Annual and Seasonal Water Use

1. For the previous five years, enter the gallons of treated water provided to RETAIL customers.

Month	Total Gallons of Treated Retail Water				
	2009	2010	2011	2012	2013
January	78,710,000	71,171,000	73,862,000	81,988,000	89,274,000
February	70,022,000	59,341,000	72,294,000	67,728,000	89,655,000
March	84,700,000	71,792,000	100,534,000	75,371,000	135,000,550
April	88,504,000	82,229,000	129,843,000	114,192,000	115,888,000
May	101,657,000	117,077,000	139,349,000	124,004,000	99,992,000
June	138,524,000	115,961,000	167,814,000	157,921,000	113,302,000
July	166,281,000	108,838,000	176,658,000	134,200,000	174,852,000
August	145,773,000	153,513,000	194,665,000	175,106,000	147,534,000
September	85,036,000	97,477,000	170,102,000	142,557,000	164,000,000
October	70,322,000	110,413,000	134,144,000	108,270,000	117,000,000
November	66,897,000	88,777,000	99,758,000	108,960,000	109,000,000
December	68,348,000	80,849,000	76,344,000	89,920,000	109,000,000
TOTAL	1,164,774,000	1,157,438,000	1,535,367,000	1,380,217,000	1,464,497,550

2. For the previous five years, enter the gallons of raw water provided to RETAIL customers.

Month	Total Gallons of Raw Retail Water				
	2009	2010	2011	2012	2013
January					
February					
March					
April					
May					
June					
July					
August					
September					
October					
November					
December					
TOTAL	0	0	0	0	0

3. Summary of seasonal and annual water use.

Water Use	Seasonal and Annual Water Use					Average in Gallons
	2009	2010	2011	2012	2013	
Summer Retail (Treated + Raw)	450,578,000	378,312,000	539,137,000	467,227,000	435,688,000	454,188,400 5yr Average
TOTAL Retail (Treated + Raw)	1,164,774,000	157,438,000	1,535,367,000	1,380,217,000	1,464,497,550	1,340,458,710 5yr Average

E. Water Loss

Provide Water Loss data for the previous five years.

Water Loss GPCD = [Total Water Loss in Gallons ÷ Permanent Population Served] ÷ 365

Water Loss Percentage = [Total Water Loss ÷ Total System Input] x 100

Year	Total Water Loss in Gallons	Water Loss in GPCD	Water Loss as a Percentage
2009	167,029,000	18	15%
2010	152,000,000	16	11%
2011	168,545,000	17	11%
2012	278,796,098	26	19%
2013	295,873,198	25	20%
5-year average	212,448,659	20	0%

F. Peak Water Use

Provide the Average Daily Water Use and Peak Day Water Use for the previous five years.

Year	Average Daily Use (gal)	Peak Day Use (gal)	Ratio (peak/avg)
2009	3,207,414	7,787,000	2.43
2010	3,179,285	6,751,000	2.12
2011	4,206,485	7,438,000	1.77
2012	3,779,690	8,383,000	2.22
2013	3,845,830	8,860,000	2.30

G. Summary of Historic Water Use

Water Use Category	Historic 5-year Average	Percent of Connections	Percent of Water Use
Residential SF	930,366,761	90%	%
Residential MF	26,467,184	6%	%
Industrial	0	%	%
Commercial	121,187,864	3%	%
Institutional	65,964,118	1%	%
Agricultural	0	%	%

H. System Data Comment Section

Provide additional comments about system data below.

Section III: Wastewater System Data

If you do not provide wastewater system services then you have completed the Utility Profile. Save and Print this form to submit with your Plan. Continue with the Water Conservation Plan Checklist to complete your Water Conservation Plan.

A. Wastewater System Data (Attach a description of your wastewater system.)

1. Design capacity of wastewater treatment plant(s): 2,250,000 **gallons** per day.

2. List the active wastewater connections by major water use category.

Water Use Category*	Active Wastewater Connections			
	Metered	Unmetered	Total Connections	Percent of Total Connections
Municipal		9,310	9,310	97%
Industrial		0	0	%
Commercial		221	221	2%
Institutional		22	22	%
Agricultural		0	0	%
TOTAL	0	9,553	9,553	

2. What percent of water is serviced by the wastewater system? ____%

3. For the previous five years, enter the number of gallons of wastewater that was treated by the utility.

Month	Total Gallons of Treated Wastewater				
	2009	2010	2011	2012	2013
January	34,123,000	56,873,000	24,682,000	26,396,000	31,078,000
February	28,881,000	56,361,000	24,650,000	29,247,000	24,184,000
March	39,430,000	57,660,000	23,707,000	32,853,000	26,886,000
April	39,540,000	45,759,000	22,463,000	25,639,000	27,670,000
May	38,820,000	42,532,000	22,573,000	26,582,000	28,575,000
June	35,605,000	40,541,000	20,672,000	22,443,000	25,437,000
July	30,745,000	43,089,000	20,699,000	22,872,000	26,209,000
August	36,760,000	35,768,000	21,459,000	23,160,000	25,480,000
September	50,843,000	43,114,000	20,946,000	25,569,000	26,223,000
October	88,768,000	23,104,000	23,096,000	26,047,000	33,429,000
November	51,769,000	22,819,000	24,146,000	24,879,000	38,822,000
December	52,102,000	23,990,000	26,035,000	24,611,000	34,995,000
TOTAL	527,386,000	491,610,000	275,128,000	310,298,000	348,988,000

4. Can treated wastewater be substituted for potable water?

○ Yes ◉ No

B. Reuse Data

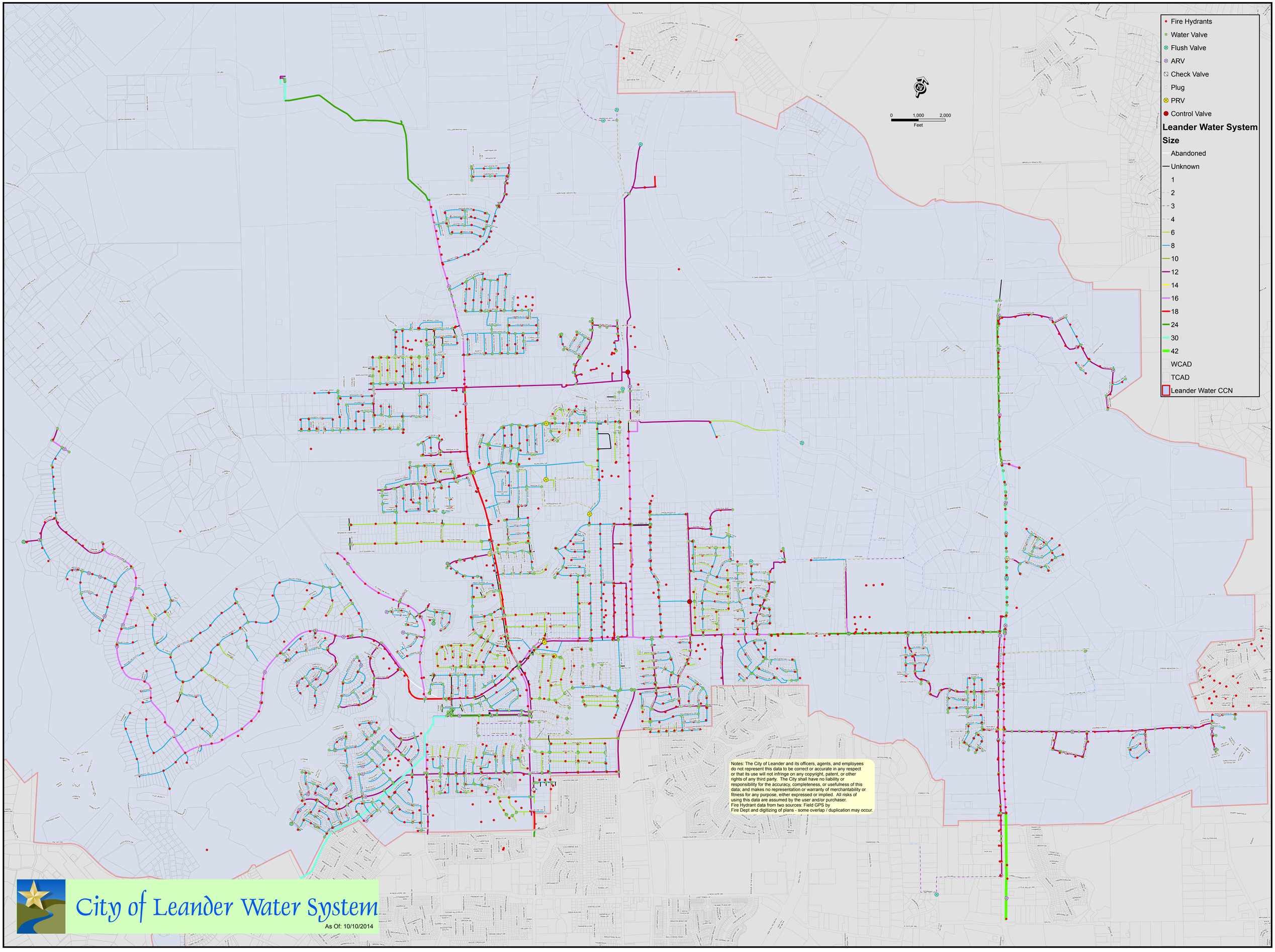
1. Provide data on the types of recycling and reuse activities implemented during the current reporting period.

Type of Reuse	Total Annual Volume (in gallons)
On-site irrigation	
Plant wash down	5,000,000
Chlorination/de-chlorination	10,000,000
Industrial	
Landscape irrigation (parks, golf courses)	
Agricultural	
Discharge to surface water	
Evaporation pond	
Other	
TOTAL	15,000,000

C. Wastewater System Data Comment

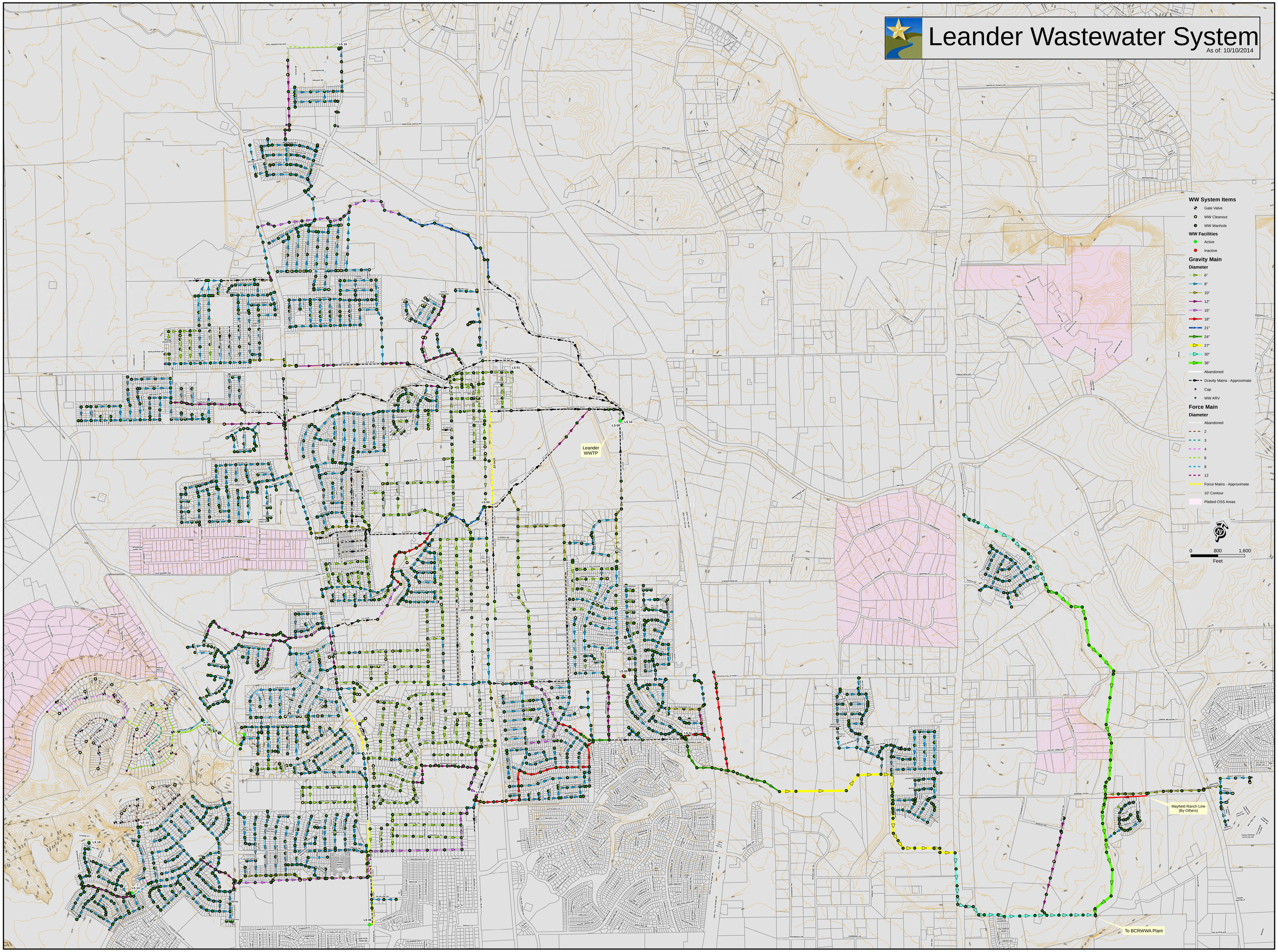
Provide additional comments about wastewater system data below.

You have completed the Utility Profile. Save and Print this form to submit with your Plan. Continue with the **Water Conservation Plan Checklist** to complete your Water Conservation Plan.


Fire Hydrants
Water Valve
Flush Valve
ARV
Check Valve
Plug
PRV
Control Valve
Leander Water System
Size
Abandoned
Unknown
1
2
3
4
6
8
10
12
14
16
18
24
30
42
WCAD
TCAD
Leander Water CCN
0
1,000
2,000
Feet
Notes: 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.
Fire Hydrant data from two sources: Field GPS by
Fire Dept and digitizing of plans - some overlap / duplication may occur.
City of Leander Water System
As Of: 10/10/2014

Leander Wastewater System

As of: 10/10/2014



Appendix B: Water Rate Structure

Water reserve charge: The monthly water reserve charge shall be $5.00 per living unit equivalent (LUE) of water service available for each water connection.

Commercial Rates

Commercial Customer Charge

Water Meter Size	LUEs	Monthly Customer Charge
5/8 inch	1.0	$43.11
3/4 inch	1.5	$64.67
1 inch	2.5	$107.78
1-1/2 inch	5.0	$215.55
2 inch	8.0	$344.88
3 inch	16.0	$689.76
4 inch	25.0	$1,077.75
6 inch	50.0	$2,155.50
8 inch	80.0	$3,448.80
10 inch	115.0	$4,957.65

Water consumption charge: $5.67 for each one thousand (1,000) gallons

School Rates

School Customer Charge

Water Meter Size	LUEs	Monthly Customer Charge
5/8 inch	1.0	$43.11
3/4 inch	1.5	$64.67
1 inch	2.5	$107.78
1-1/2 inch	5.0	$215.55
2 inch	8.0	$344.88
3 inch	16.0	$689.76
4 inch	25.0	$1,077.75
6 inch	50.0	$2,155.50
8 inch	80.0	$3,448.80
10 inch	115.0	$4,957.65

Water consumption charge: $5.67 for each one thousand (1,000) gallons

Municipal Rates

Municipal Customer Charge

Water Meter Size	LUEs	Monthly Customer Charge
5/8 inch	1.0	$43.11
3/4 inch	1.5	$64.67
1 inch	2.5	$107.78
1-1/2 inch	5.0	$215.55
2 inch	8.0	$344.88
3 inch	16.0	$689.76
4 inch	25.0	$1,077.75
6 inch	50.0	$2,155.50
8 inch	80.0	$3,448.80
10 inch	115.0	$4,957.65

Water consumption charge: $5.67 for each one thousand (1,000) gallons

Single-Family Residential and Duplex Rates:

Single-family and duplex customer charge

Water Meter Size	LUEs	Monthly Customer Charge
5/8 inch	1.0	$37.35
3/4 inch	1.5	$56.03
1 inch	2.5	$93.38
1-1/2 inch	5.0	$186.75
2 inch	8.0	$298.80
3 inch	16.0	$597.60
4 inch	25.0	$933.75
6 inch	50.0	$1,867.50
8 inch	80.0	$2,988.00
10 inch	115.0	$4,295.25

Water consumption charge: $4.91 for each one thousand (1,000) gallons

Multifamily and Apartment Rates:

Multifamily and Apartment Customer Charge

Water Meter Size	LUEs	Monthly Customer Charge
5/8 inch	1.0	$43.05
3/4 inch	1.5	$64.58
1 inch	2.5	$107.63
1-1/2 inch	5.0	$215.25
2 inch	8.0	$344.40
3 inch	16.0	$688.80
4 inch	25.0	$1,076.25
6 inch	50.0	$2,152.50
8 inch	80.0	$3,444.00
10 inch	115.0	$4,950.75

Water consumption charge: $5.65 for each one thousand (1,000) gallons

Golf course Rates:

Golf Course Customer Charge

Water Meter Size	LUEs	Monthly Customer Charge
5/8 inch	1.0	$50.02
3/4 inch	1.5	$75.03
1 inch	2.5	$125.05
1-1/2 inch	5.0	$250.10
2 inch	8.0	$400.16
3 inch	16.0	$800.32
4 inch	25.0	$1,250.50
6 inch	50.0	$2,501.00
8 inch	80.0	$4,001.60
10 inch	115.0	$5,752.30

Water consumption charge: $5.65 for each one thousand (1,000) gallons

Appendix C: Water Conservation and Drought Contingency Plan

Sec. 13.09.010 Initiation and termination of drought response stages

(a) The city manager or his/her designee shall monitor the water supply and/or demand conditions on a daily basis and shall determine when conditions warrant initiation or termination of each stage of the plan, that is, when the specified "triggers" are reached. Water supply conditions will be determined by the source of supply, system capacity, and weather conditions. Water demand will be measured by the peak daily demands on the system.

(b) The triggering criteria described below are based on information provided by the Lower Colorado River Authority, the Brazos River Authority and/or the City of Cedar Park and are further based on known system capacity limits.

(c) Public notification of the initiation or termination of drought response stages shall be by a variety of ways; examples include bill inserts, e-mail and automated telephone calls, signs posted at entry points to the service area or a combination of these methods.

(d) Unless there is an immediate and extreme reduction in water production, or other absolute necessity to declare an emergency or severe condition, the city will initially declare Stage 1 restrictions. If, after a reasonable period of time, demand is not reduced enough to alleviate outages, reduce the risk of outages, or comply with restrictions required by a court, government agency or other authority, Stage 2 may be implemented with Stage 3 and Stage 4 to follow if necessary.

Sec. 13.09.011 Stage 1: Mild water shortage conditions (voluntary water conservation measures)

(a) Generally. As the city's limiting factor is water treatment capacity and water usage typically peaks during the summer months, Stage 1 of the plan is in effect each year from May 1 through September 30. A reminder notice will be placed in the utility billing before May 1. Stage 1 follows a voluntary conservation measure to minimize the waste of water and reduce the peak demand on the water treatment and distribution system. Voluntary restrictions during Stage 1 do not implement mandatory provisions of the plan. Notice(s) will be designed to increase customer awareness of water conservation and encourage the most efficient use of water. A copy of the current public announcement on water conservation awareness shall be kept on file and available for inspection by the TCEQ.

(b) Triggers. Customers shall be requested to adhere to the Stage 1 drought response measures when one or a combination of such triggering criteria occurs:

  (1) Treatment capacity. For surface water systems, when total daily water demand equals or exceeds 80 percent of the total operating system treatment capacity for three consecutive days, or 85 percent on a single day;

  (2) Water supply. Combined storage of Lakes Travis and Buchanan reaches 1.4 million acre-feet in accordance with the LCRA drought contingency plan for firm water customers (DCP).

(c) Reduction targets.

  (1) System capacity reduction target. Limit daily water demand to no more than 80% capacity for three days.

  (2) Water supply reduction target. Achieve a 5% reduction in water use.

(d) Voluntary water use restrictions.

  (1) Supply management measures.

    (A) The city will review system operations and identify ways to improve system efficiency and accountability.

    (B) Actively promote drought-related issues and the need to conserve.

  (2) Demand management measures.

    (A) Ask customers to voluntarily comply with the water use restrictions outlined in Stage 2 of this plan, including watering landscapes no more than twice per week.

    (B) Water customers are requested to voluntarily limit the use of water for nonessential purposes and to practice water conservation.

(C) Water customers are reminded to follow the year-round water waste restrictions.

(D) Water customers are requested to take steps to reduce all nonessential uses of water.

(e) Wholesale water use restrictions.

(1) When Leander is utilizing water from a wholesale supplier, and the wholesale supplier has declared Stage 1 restrictions under the wholesale supplier's drought contingency plan, additional water use restrictions, which are mandatory, will also apply.

(2) The city will contact wholesale treated water customers to discuss supply and demand conditions. The city will provide a limited supply of consumer information and materials on water conservation measures and practices to wholesale customers.

(f) Requirements for termination. Stage 1 of the plan may be rescinded when:

(1) Treatment capacity. The water treatment plant capacity condition listed above as a triggering event for Stage 1 has ceased to exist for five consecutive days.

(2) Water supply. The LCRA announces that voluntary restrictions by its firm raw water customers are no longer needed in accordance with the LCRA DCP.

(3) Notice. Upon termination of Stage 1, the city will publicly announce the termination to its customers and notify the LCRA. No notice to the TCEQ is required.

Sec. 13.09.012 Stage 2: Moderate water shortage conditions (mandatory water conservation measures)

(a) Triggers. Customers shall adhere to the Stage 2 drought response measures when one or a combination of such triggering criteria occurs:

(1) Treatment capacity.

(A) For surface water systems, when total daily water demand equals or exceeds 93 percent of the total operating system treatment capacity for three consecutive days, or 95 percent on a single day; or

(B) Pump hours per day of 18 hours.

(2) Water supply. Combined storage of Lakes Travis and Buchanan reaches 900,000 acre-feet in accordance with the LCRA DCP.

(b) Reduction targets.

(1) System capacity reduction target. Limit daily water demand to no more than 80% capacity for three days or 85% for one day.

(2) Water supply reduction target. Achieve a 10-20% reduction in water use and 17 pump hours per day.

(c) Mandatory water use restrictions.

(1) Supply management measures.

(A) Apply all water use restrictions prescribed for Stage 2 of the plan for city utility owned facilities and properties.

(B) Discontinue water main and line flushing unless necessary for public health reasons.

(C) Keep customers informed about issues regarding current and projected water supply and demand conditions.

(D) Visually inspect lines and repair leaks on a regular basis.

(E) Conduct a monthly review of customer use records and follow up on any that have unusually high usage.

(2) Demand management measures. Under threat of penalty, the following water use restrictions shall apply to all retail water customers:

(A) Irrigation of landscaped areas:

(i) If the combined water storage of Lakes Buchanan and Travis is less than 900,000 AF, irrigation of landscaped areas with hose-end sprinklers or in-ground irrigation systems shall be limited to a no more than the twice-weekly watering schedule shown in subsection (ii) below and based on the nature of the current drought or water emergency.

Irrigation of recreational areas may apply for a variance but must still develop a schedule where no part of the landscape is watered more than twice per week.

(ii) Water schedule (twice a week for customers). Irrigation outdoors using an in-ground irrigation system or hose-end sprinkler only during the scheduled days and times as indicated below:

a. Odd-numbered residential addresses: Irrigate only on Wednesdays and Saturdays.

b. Even-numbered residential addresses: Irrigate only on Thursdays and Sundays.

c. Commercial and multifamily (including large landscapes such as HOA common areas): Irrigate only on Tuesdays and Fridays.

(iii) Outdoor watering hours are midnight to 10 a.m. and 7 p.m. to midnight on the designated days. This prohibition does not apply to irrigation of landscaped areas if it is by means of a hand-held hose or a faucet-filled bucket or watering can of five gallons or less.

(iv) New landscapes may be installed and revegetation seeding performed under these specific criteria:

a. A completed variance form for new landscapes has been submitted to the city and has been approved prior to the installation of the landscape or revegetation seed application. New building and development permits with associated landscape installations approved in connection with the permit are exempt from submitting a separate variance request, but must comply with applicable provisions of this article, including but not limited to subsection d. below which makes the variance effective for 30 days only.

b. Irrigation of the new landscape follows the schedule identified in the new landscape variance. The schedule will be developed to minimize water waste.

c. Areas being revegetated for soil stabilization must also comply with the specific criteria in subsections a. and b. above. Options for revegetation may be available in times of low water supply.

d. Variances for new landscapes may be issued for a period of no more than 30 days from the day of issuance. A variance is not an exemption from compliance with the permanent water use restrictions under section 13.09.009 of this plan. Variances will not be granted for seasonal “color beds” or temporary grass installation (over-seeding).

(B) Vehicle washing: Use of water to wash any motor vehicle, such as a motorbike, boat, trailer, or airplane, is prohibited except on designated watering days between the hours of midnight and 10 a.m. and between 7 p.m. and midnight. Such activity, when allowed, shall be done with a hand-held bucket or a hand-held hose equipped with a positive shut-off nozzle. A vehicle may be washed any time at a commercial carwash facility or commercial service station. Further, this activity is exempt from these regulations if the health, safety, and welfare of the public are served by washing the vehicle, such as a truck used to collect garbage or used to transport food and perishables.

(C) Pools: Use of water to refill, top off or add to any swimming pools, hot tubs or wading pools is prohibited except on designated watering days and hours with the exception of the initial filling of newly constructed pools. (Ordinance 14-015-00, sec. 2, adopted 3/20/14)

(D) Refilling of public/community swimming pools is permitted only if the pool has been drained for repairs, maintenance, or replacement as outlined in items above.

(E) Outside water features: Operation of outside water features, such as, but not limited to, fountains, splash pad type fountains or outdoor misting systems, is prohibited, except where such features are used to sustain aquatic life or maintain water quality. (This provision includes fountains associated with aesthetic ponds and swimming pools.)

(F) Ponds: Ponds used for aesthetic, amenity, and/or stormwater purposes may maintain water levels only as necessary to preserve the integrity of the liner and operating system. City staff may request specific design documentation regarding a pond and the intended purpose.

(G) Golf courses receiving any amount of treated water from a city utility must develop a drought contingency plan that meets the minimum water reduction target set for Stage 2.

(H) Events involving the use of water such as carwashes, festivals, parties, water slides, and other activities involving the use of water are permitted if the water being used drains to a recirculating device or onto a pervious surface to prevent water waste.

(I) Restaurants are encouraged to serve water to their patrons only upon request.

(J) Fire hydrants: Use of water from fire hydrants shall be limited to firefighting and activities necessary to maintain public health, safety, and welfare. Use of water from designated fire hydrants for construction purposes may be allowed under special conditions and requires a meter; a variance application must be submitted with an explanation of the special conditions.

(K) Recreational areas (includes parks and athletic fields): The areas can only be used for designated or scheduled events or activities. Unnecessary foot traffic must be discouraged. Watering must follow a no more than twice per week schedule. A variance can be obtained if watering cannot be completed on the designated two-day schedule.

(L) Water waste: The following nonessential uses of water are prohibited at all times during periods in which restrictions have gone into effect:

(i) Washing sidewalks, walkways, driveways, parking lots, street, tennis courts, and other impervious surfaces is prohibited except for immediate health and safety;

(ii) Washing buildings, houses or structures with a pressure washer or garden hose is prohibited for aesthetic purposes but allowable for surface preparation of maintenance work to be performed;

(iii) Flushing gutters or flooding gutters is prohibited except for immediate health and safety;

(iv) Controlling dust is prohibited, unless there is a demonstrated need to do so for reasons of public health and safety, or as part of an approved construction plan; and

(v) Other uses that waste such running down the gutter are prohibited.

(d) Wholesale water use restrictions.

(1) When Leander is utilizing water from a wholesale supplier, and the wholesale supplier has declared Stage 2 restrictions under the wholesale supplier's drought contingency plan, additional water use restrictions, which are mandatory, will also apply.

(2) The city will keep wholesale treated water customers informed about demand and current and projected supply conditions. The city will initiate discussions with wholesale treated water customers about potential curtailment and implementation of mandatory measures to reduce all nonessential water uses.

(e) Requirements for termination.

(1) Stage 2 of the plan may be rescinded when:

(A) Treatment capacity. The water treatment plant capacity condition listed above as a triggering event for Stage 2 has ceased to exist for five consecutive days.

(B) Water supply. The LCRA announces that mandatory restrictions by its firm raw water customers are no longer needed in accordance with the LCRA DCP.

(2) Upon termination of Stage 2, the city will publicly announce the termination to its customers and notify the LCRA. Notice to the TCEQ is required.

(3) Stage 1 becomes operative upon termination of Stage 2.

Sec. 13.09.013 Stage 3: Severe water shortage conditions (mandatory water conservation measures)

(a) Triggers. Customers shall adhere to the Stage 3 drought response measures when one or a combination of such triggering criteria occurs:

(1) Treatment capacity.

(A) When total daily water demand equals or exceeds 95 percent of the total operating system treatment capacity for three consecutive days, or 97 percent on a single day; or

(B) Pump hours per day of 22 hours.

(2) Water supply.

(A) Combined storage of Lakes Travis and Buchanan reaches 600,000 acre-feet, in accordance with the LCRA DCP; or

(B) The LCRA board declares a drought worse than the drought of record or other water supply emergency and orders the mandatory curtailment of firm water supplies.

(b) Reduction targets.

(1) System capacity reduction target. Limit daily water demand to no more than 80% capacity for three days or 85% for one day.

(2) Water supply reduction target. Achieve a 20% reduction in water use and 17 pump hours per day.

(c) Mandatory water use restrictions.

(1) Supply management measures. In addition to measures implemented in the preceding stages of the plan, affected city water utility systems will explore additional emergency water supply options.

(2) Demand management measures. Under threat of penalty, all retail customers are required to further reduce nonessential water uses as follows. All requirements of Stage 2 shall remain in effect during Stage 3, with the following modifications and additions.

(A) Irrigation of landscaped areas.

(i) Irrigation of landscaped areas with hose-end sprinklers or in-ground irrigation systems shall be limited to no more than the once-weekly watering schedule shown in subsection (ii) below and based on the nature of the current drought or water emergency. Irrigation of recreational areas may apply for a variance but must still develop a schedule where no part of the landscape is watered more than once per week.

(ii) Water schedule (once a week for customers):

a. Odd-numbered residential addresses: Irrigate only on Wednesdays.

b. Even-numbered residential addresses: Irrigate only on Thursdays.

c. Commercial and multifamily (including large landscapes such as HOA common areas): Irrigate only on Tuesdays.

d. Outdoor watering hours are midnight to 10 a.m. and 7 p.m. to midnight on the designated days. This prohibition does not apply to irrigation of landscaped areas if it is by means of a hand-held hose or a faucet-filled bucket or watering can of five gallons or less.

(B) Vehicle washing: Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane, or other vehicle is prohibited. A vehicle can be washed at any time at a commercial carwash facility or commercial service station that recycles its water. Further, this activity is exempt from these regulations if the health, safety, and welfare of the public are served by washing the vehicle, such as a truck used to collect garbage or used to transport food and perishables.

(C) Pools: Use of water to refill, top off or add to any swimming pools, hot tubs or wading pools is prohibited except on designated watering days and hours with the exception of the initial filling of newly constructed pools. Public or community swimming pools may be exempt from this prohibition to maintain safe levels of water quality for human contact. (Ordinance 14-015-00, sec. 3, adopted 3/20/14)

(D) Golf courses: Golf courses receiving any amount of treated water from a city utility must develop a drought contingency plan in accordance with the city's drought contingency plan and will implement its Stage 3 mandatory restrictions in conjunction with the water provider.

(E) Events: Events involving the use of water such as carwashes, festivals, parties, water slides, and other activities involving the use of water are prohibited.

(F) Recreational areas (includes parks and athletic fields): The areas can only be used for designated or scheduled events or activities. Unnecessary foot traffic must be discouraged. Watering is prohibited except with a hand-held hose.

(d) Wholesale water use restrictions.

(1) When Leander is utilizing water from a wholesale supplier, and the wholesale supplier has declared Stage 3 restrictions under the wholesale supplier's drought contingency plan, additional water use restrictions, which are mandatory, will also apply.

(2) The city will contact its wholesale treated water customers to initiate mandatory measures to control water demand and to ensure capacity for emergency response requirements. Mandatory measures will include the curtailment of nonessential water uses in accordance with the wholesale treated water customer's own drought contingency plan.

(3) In addition, if the Stage 3 triggering criteria is based on a water supply shortage, the city will initiate the curtailment of water provided to wholesale treated water customers on a pro rata basis, in accordance with the LCRA DCP.

(e) Requirements for termination.

(1) Stage 3 of the plan may be rescinded when:

(A) Treatment capacity. The water treatment plant capacity condition listed above as a triggering event for Stage 3 has ceased to exist for five consecutive days.

(B) Water supply. The LCRA announces that mandatory restrictions by its firm raw water customers are no longer needed in accordance with the LCRA DCP.

(2) Upon termination of Stage 3, the city will publicly announce the termination to its customers and notify the LCRA. Notice to the TCEQ is required.

(3) Stage 2 becomes operative upon termination of Stage 3.

Sec. 13.09.014 Stage 4: Emergency water conditions

(a) Implementation. The city will implement Stage 4 when any one of the selected triggers is reached.

(b) Triggers. Customers shall adhere to the Stage 4 drought response measures when one or a combination of the following triggering criteria occurs:

(1) Treatment capacity.

(A) Major water line breaks or pump system failures that cause substantial loss of ability to provide water service.

(B) When total daily water demands equal or exceed 100 percent of the total operating system treatment capacity.

(C) Pump hours per day of 24 hours.

(2) Water supply.

(A) Natural or man-made contamination of the water supply source; or

(B) Any other emergency water supply or demand conditions that the LCRA general manager or the LCRA board determines that either constitutes a water supply emergency or is associated with the LCRA board declaration of a drought worse than the drought of record.

(c) Reduction targets. Water use reduction target is less than or equal to 90% of treatment capacity and less than 22 pump hours per day.

(d) Mandatory water use restrictions. Under threat of penalty for violation, all retail customers are required to reduce nonessential water uses during an emergency. All requirements of Stages 1 through 3 are also in effect during Stage 4, with the following modifications and additions:

(1) Irrigation of landscaped areas is prohibited.

(2) Use of water from fire hydrants shall be limited to firefighting and activities necessary to maintain public health, safety, and welfare only.

(3) No applications for new, additional, expanded, or larger water service connections, meters, service lines, pipeline extensions, mains, or water service facilities of any kind shall be allowed or approved.

(e) Applicability. Upon declaration of Stage 4, emergency water conditions, water use restrictions outlined in Stage 4 emergency response measures shall immediately apply.

(f) Wholesale water use restrictions.

(1) When Leander is utilizing water from a wholesale supplier, and wholesale supplier has declared Stage 4 restrictions under the wholesale supplier's drought contingency plan, additional water use restrictions, which are mandatory, will also apply.

(2) All requirements of Stage 3 shall remain in effect during Stage 4. Additional measures may be added as needed.

(g) Utility measures. The city shall visually inspect lines and repair leaks on a regular basis. Flushing is prohibited except for dead-end mains and only between the hours of 9:00 p.m. and 3:00 a.m. Emergency interconnects or alternative supply arrangements shall be initiated. All meters shall be read as often as necessary to insure compliance with this program for the benefit of all the customers.

(h) Requirements for termination.

(1) Stage 4 of the plan may be rescinded when:

(A) Treatment capacity. The water treatment plant capacity condition listed above as a triggering event for Stage 4 has ceased to exist for five consecutive days; or

(B) Water supply. LCRA announces that mandatory water restrictions for firm water customers are no longer required in accordance with the LCRA DCP.

(2) Upon termination of Stage 4, the city will publicly announce the termination to its customers and notify the LCRA. Notice to the TCEQ is required.

(3) Stage 3 becomes operative upon termination of Stage 4.

Sec. 13.09.015 Enforcement; penalty; termination of water service

(a) Compliance. No person or entity shall knowingly or intentionally allow the use of water from the city for residential, commercial, industrial, agricultural, governmental or any other purpose in a manner contrary to any provision of this article, or in an amount in excess of that permitted by the drought response stage in effect at the time pursuant to action taken by the city manager, or his/her designee, in accordance with provisions of this plan.

(b) Administrative violation procedures.

(1) Penalties. Except as otherwise stated herein, each violation of this plan may be enforced as an administrative violation pursuant to the following:

Violation	Residential Customer	Commercial Customer
First offense	Courtesy warning	Courtesy warning
Second offense	$50.00	$200.00
Third offense	$100.00	$400.00
Fourth and subsequent offense(s)	$200.00	$1,000.00

(2) Notice of first offense. If the city manager or a designee reasonably believes that a person or entity has violated this plan, then a notice of first offense shall be in writing and include the name and address of the alleged offender, a location and description of the alleged offense and a description of the administrative fees for subsequent violations. This notice will be mailed to the alleged offender's utility billing address.

(3) Notice of second and/or subsequent offense. If the city manager or a designee reasonably believes that a person or entity has violated this plan again subsequent to and within a 12-month period immediately following the date of the preceding offense, then a notice of second offense [will be mailed] containing the same information as described in the preceding subsection and a description of the administrative fee for the offense. This notice will be mailed to the alleged offender's utility billing address.

(4) Appeal of administrative offense.

(A) An alleged offender may appeal an administrative offense as set forth in this article. They request of an appeal shall not suspend or delay an alleged offender's obligation to pay

current outstanding utility or administrative fees. Upon successful appeal of an offense, the city will refund administrative fees paid by the alleged offender.

(B) At the designee's discretion an appeal or final review hearing may be conducted by a scheduled telephone conference involving the alleged offender, pertinent city staff, and testifying witnesses. Prior to any telephone conference, each testifying witness's name, address, telephone number, and relationship to the alleged offender shall be submitted to the city manager, along with any or [other] supporting documentation or physical evidence to be considered during the conference. Any unidentified witness or supporting documents and evidence shall be considered during an appeal conference or meeting.

(C) Within fifteen (15) business days of the date of the notice of offense, an alleged offender may appeal the administrative offense and fee by submitting a written request to the city manager or his designee. Within 15 business days of the receipt of such request, the city manager or his designee shall appoint one or more pertinent hearing officers and schedule an appeal hearing or telephone conference. At the appeal hearing, the alleged offender may present relevant evidence and bear the burden of proof to show by a preponderance of the evidence why he or she should not be held in violation or assessed a fee. The hearing officers shall consider all relevant evidence as presented and render a decision within five (5) business days of the conclusion of the appeal hearing. A copy of the decision shall be mailed to the alleged offender's utility billing address.

(D) An alleged offender may appeal the hearing decision by submitting a written request to the city manager within five (5) business days of their receipt of the decision. Within five (5) business days of receiving a timely appeal, the city manager or designee shall conduct a final review hearing. At this hearing, the alleged offender may present relevant evidence as described in the preceding subsection. The city manager or designee shall consider relevant evidence and render a written decision within five (5) business days of the conclusion of the final review hearing. A copy of the decision shall be mailed to the alleged offender's utility billing address. The final review hearing decision is final and binding.

(E) Should the alleged offender fail to attend a scheduled appeal, it is their responsibility to contact the designee within five working days of the scheduled date of the appeal. Failure to do so or the attend the rescheduled appeal for any reason shall constitute a default, render final the administrative offense and associated fee, and further waive the offender's right to an appeal.

(5) Notices. All notices regarding alleged administrative offenses, including, without limitation, notices of offenses, appeal hearing and final review hearing decisions, shall be in writing and forwarded to the alleged offender via first class mail and/or certified mail, return receipt requested, to the alleged offender's current utility billing address. All notices delivered in this manner shall be deemed as received by the alleged offender within five (5) days of the mailing's postmark.

(6) Enforcement as criminal violation. Alternatively and at the city manager's discretion, any violation of this article may be enforced as a criminal violation in accordance with subsection (b) below.

(c) Criminal penalty. Any person who shall violate any of the provisions of this article, or shall fail to comply therewith, or with any of the mandatory 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 ($2,000.00). Each day the violation exists shall constitute a separate offense. Such penalty shall be in addition to all the other remedies provided herein.

(d) Termination of water service; reconnection charge. The city manager or his/her designee shall, upon due notice to the customer, be authorized to discontinue water service to the premises where such violations occur in accordance with this section. Services discontinued under such circumstances shall be restored only upon payment of a reconnection charge, hereby established at $1,000.00, and any other costs incurred by the city in discontinuing service. In addition, suitable assurance must be given to the city that the same action shall not be repeated while the plan is in effect. Compliance with this article may also be sought through injunctive relief in the district court.

(1) Emergency termination. If an officer charged with enforcement of this article determines that a violation of this article constitutes an immediate threat to the public health, safety and welfare, and the owner, occupant, or person in control of the property (the "responsible party") is absent or

fails to immediately remedy the violation, the officer may terminate water services to such property. The city manager shall hold a hearing within 72 hours after termination of service to determine whether the responsible party violated this article, unless a later hearing date is requested by the responsible party or the responsible party is unable to be located, in which case the hearing shall be held as soon as possible. Promptly after terminating service, the officer charged with enforcement of this article shall give the responsible party written notice of the termination and hearing in compliance with TAC, title 30, section 291.88(b), by personal delivery or posting notice of the hearing on or near the front door of each building on the property. If it is determined at the hearing that the responsible party did not violate this article, the responsible party's utilities shall be immediately reconnected without charge to the responsible party.

(2) Nonemergency termination. An officer charged with enforcement of this article who determines that a violation of this article is present may seek termination of wastewater [water] service to the property at which the violation is present after notice and hearing as provided in this subsection. The officer charged with enforcement of this article shall give written notice of the violation of this article to the responsible party and the requirement that the violation be remedied within ten (10) days or water service will be disconnected, such notice to comply with TAC, title 30, section 291.88(a). If the responsible party fails to remedy the violation within the time specified in the notice, the officer charged with enforcement of this article may terminate water service. The responsible party may request a hearing by the city manager regarding termination of service. Written notice of the time and date of the hearing shall be given to the responsible party at least ten days before the hearing date. Notices required by this subsection shall be delivered to the responsible party by in-person service, [or] by letter addressed to the responsible party at his/her post office address.

(3) Determination at hearing; appeals. If the city manager determines at a hearing held under subsection (1) or (2) above that the responsible party did not violate this article, the responsible party's utilities shall be immediately reconnected without charge to the responsible party. If it is determined that the responsible party violated this article, as appropriate, water service shall not be reconnected until the responsible party remedies the violation of this article and pays all required reconnection fees. The city manager's decision may be appealed to the city council in writing within ten days of the city manager's decision.

(e) Responsibility for violation. Any person, including a person classified as a water customer of the city, in apparent control of the property where a violation occurs or originates shall be presumed to be the violator, and proof that the violation occurred on the person's property shall constitute a rebuttable presumption that the person in apparent control of the property committed the violation, but any such person shall have the right to show that he/she did not commit the violation. Parents shall be presumed to be responsible for violations of their minor children, and proof that a violation, committed by a child, occurred on property within the parent's control shall constitute a rebuttable presumption that the parent committed the violation, but any such parent may be excused if he/she proves that he/she had previously directed the child not to use the water as it was used in violation of this article and that the parent could not have reasonably known of the violation.

Sec. 13.09.016 Variances

(a) The city manager or his designee may grant variances:

(1) From specific applications of the outdoor water schedule, providing that the variances do not increase the time allowed for watering but rather alter the schedule for watering; and

(2) Allowing the use of alternative water sources (i.e., groundwater, reclaimed wastewater) that do not increase demand on potable water sources for outdoor use. Variance requests may be submitted to staff and need not meet the requirements of subsection [(b)] below.

(b) The city manager or his/her designee may, in writing, grant temporary variance for existing water uses otherwise prohibited under this plan if it is determined that failure to grant such variance would cause an emergency condition adversely affecting the health, sanitation, or fire protection for the public or the person requesting such variance and if one or more of the following conditions are met:

(1) Compliance with this plan cannot be technically accomplished during the duration of the water supply shortage or other condition for which the plan is in effect.

(2) Alternative methods can be implemented which will achieve the same level of reduction in water use.

(c) Persons requesting an exemption from the provisions of this article shall file a petition for variance with the city within 5 working days after the plan or a particular drought response stage has been invoked. All petitions for variances shall be reviewed by the city manager, or his/her designee, and shall include the following:

(1) Name and address of the petitioner(s);

(2) Purpose of water use;

(3) Specific provision(s) of the plan from which the petitioner is requesting relief;

(4) Detailed statement as to how the specific provision of the plan adversely affects the petitioner or what damage or harm will occur to the petitioner or others if the petitioner complies with the plan;

(5) Description of the relief requested;

(6) Period of time for which the variance is sought;

(7) Alternative water use restrictions or other measures the petitioner is taking or proposes to take to meet the intent of this plan and compliance date; and

(8) Other pertinent information.

(d) Variances granted by the city shall be subject to the following conditions, unless waived or modified by the city manager or his/her designee:

(1) Variances granted shall include a timetable for compliance.

(2) Variances granted shall expire when the plan is no longer in effect, unless the petitioner has failed to meet specified requirements.

(e) No variance shall be retroactive or otherwise justify any violation of this plan occurring prior to the issuance of the variance.

Appendix D: Regional Water Planning Group Notification

Placeholder for Regional Planning Group Notification Letters

Appendix E: Water Conservation Plan Adoption Ordinance

Placeholder for Adoption Ordinance

AGENDA ITEM # 8

Executive Summary

November 20, 2014

Agenda Subject: Discussion and possible action to approve the assignment of the Stewart Crossing Development Agreement with RJ Madden Inc to Meritage Homes of Texas, LLC.

Background: The City Council approved the development agreement for the 66.198 acre tract generally located 1,000 feet to the east of the northeast corner of the intersection of 183A Toll Road and E. Woodview Drive Leander CR 280 with RMD Holdings, LP on August 21, 2014. RJ Madden has requested that the agreement be assigned to Meritage Homes of Texas, LLC. The agreement allows for assignment with City Council approval.

Origination: Applicant: Joe Hoover on behalf RJ Madden, Inc

Financial Consideration: None

Recommendation: Staff recommends approval of the assignment.

Attachments:
1. Letter from RJ Madden
2. Assignment of Development Agreement

Prepared By: Tom Yantis, AICP
Assistant City Manager 11/13/2014

RJMadden.

October 27, 2014

Ms. Robin M. Griffin, AICP
Senior Planner
City of Leander
200 West Willis Street
Leander, Texas 78641

RE: Development Agreement for Stewart Crossing (the "Agreement") by and between the City of Leander, Texas (the "City"), and RJ Madden, Inc., Assigns ("Developer").

Dear Robin:

As provided for in Section 10.01 of the above-referenced Agreement, please allow this letter to serve as confirmation that Developer would like to assign all of its rights and obligations under the Agreement to Meritage Homes of Texas, LLC.

Thank you for your assistance.

Sincerely,

Rodney L. Madden
President
R.J. Madden, Inc.

ASSIGNMENT AND ASSUMPTION OF
DEVELOPMENT AGREEMENT FOR STEWART CROSSING

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This Assignment and Assumption of Development Agreement for Stewart Crossing (the "Assignment") is executed and delivered on this the _____ day of _____, 2014, by RJ Madden, Inc., a Texas corporation (collectively, "Assignor"), to and in favor of Meritage Homes of Texas, LLC, an Arizona Limited Liability Company ("Assignee").

A. The City of Leander, Texas (the "City"), and Assignor entered into that certain Development for Stewart Crossing dated August 21, 2014 (the "Agreement").

B. Assignor desires to assign all of of Assignor's rights in the Agreement relating to the real property described in the attached **Exhibit A** (the "Property") (which is the same property subject to the Agreement and described in Exhibit A to the Agreement), to Assignee, and Assignee desires to acquire the same from Assignor, subject to the terms, conditions and limitations herein.

C. Assignee owns the Property.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee do hereby agree as follows:

1. Assignment. Assignor has ASSIGNED, TRANSFERRED AND CONVEYED and by these premises does hereby ASSIGN, TRANSFER AND CONVEY to Assignee all of Assignor's right, title and interest in, to and under the Agreement with respect to the Property.

2. Assumption. Assignee, by its acceptance hereof, hereby: (a) agrees to all terms and conditions of the Agreement and covenants and agrees to assume and perform all duties and obligations to be performed and/or discharged by Assignor under the Agreement; and (b) agrees to develop the Property in compliance with the requirements of the Agreement.

3. Indemnity. Assignee hereby agrees to indemnify, defend and hold Assignor harmless for, from and against any and all obligations, responsibilities, duties, liabilities, damages, costs and expenses (including, without limitation, intended and by way of example only, reasonable attorneys' fees, disbursements and amounts paid in settlement of claims) which arise out of the failure of the Assignee or its successors-in-interest to fulfill their respective obligations under the Agreement assumed pursuant to this Assignment, and which have accrued or been incurred on or after the date of this Assignment.

4. Entire Agreement. This Assignment constitutes the entire agreement and understanding between the parties and supersedes all prior agreements and understandings, if any, concerning the subject matter hereof.

5. Binding Effect. All of the terms, provisions, covenants and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Headings. The headings and captions in this Assignment are for convenience only, and shall not control or affect the meaning or construction of any provision of this Assignment.

7. Counterparts; Facsimile Signatures. Facsimile signatures appearing hereon shall be deemed an original, and this Assignment may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall be a complete executed document for all purposes.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

ASSIGNOR:

RJ Madden, Inc., a Texas corporation

By:_____
Name: Rodney L. Madden
Title: President
Address: P.O. Box 203066
Austin, Texas 78720

Date:_____

ASSIGNEE:

Meritage Homes of Texas, LLC, an Arizona limited liability company

By:_____
Name:_____
Title:_____
Address: 8920 Business Park Drive, Suite 350
Austin, Texas 78759

Date:_____

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2014, by Rodney L. Madden, President of RJ Madden, Inc., a Texas corporation, a Texas corporation, on behalf of said company.

_____
NOTARY PUBLIC, State of Texas

(SEAL)

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2014, by _____, _____ of Meritage Homes of Texas, LLC an Arizona limited liability company on behalf of said company.

_____
NOTARY PUBLIC, State of Texas

(SEAL)

CONSENT:

CITY OF LEANDER, TEXAS,
a Texas home-rule municipal corporation

By:_____
Christopher Fielder, Mayor
P.O. Box 319
City of Leander, Williamson County, Texas 78646

Date:_____

ATTEST:

By:_____
Debbie Haile, City Secretary

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

_____
NOTARY PUBLIC, State of Texas

(SEAL)

EXHIBIT A

Legal Description of the Property

Exhibit “A”
Legal Description

A tract or parcel of land, 16.27 acres more or less, being out of and a part of the Elijah D. Harmon Survey, Abstract 6 in Williamson County, Texas, as conveyed to THE SAMUEL AND IDA NELL PEARSON FAMILY TRUST, SAMUEL J. PEARSON, TRUSTEE AND IDA NELL PEARSON, TRUSTEE by Deed recorded in Document Number 2003027079, Official Public Records of Williamson County, Texas.

A tract or parcel of land, 16.22 acres more or less, being out of and a part of the Elijah D. Harmon Survey, Abstract 6 in Williamson County, Texas, as conveyed to THE B.W. AND CARLENE PRUETT FAMILYTRUST, B.W. PRUETT, JR., TRUSTEE, CARLENE PRUETT, TRUSTEE by Deed recorded in Document Number 2003055079, Official Public Records of Williamson County, Texas

A tract or parcel of land, 33.63 acres more or less, being out of and a part of the Elijah D. Harmon Survey, Abstract 6 in Williamson County, Texas, said 33.63 acres being the same property conveyed by Deeds recorded in Document Number 2004022693 and Document Number 2006055078, Official Public Records of Williamson County, Texas.

Executive Summary

November 20, 2014

Council Agenda Subject: Consider Award for Vehicle Upfitting, Lettering and Graphics to Cap Fleet Upfitters, Temple, Texas.

Background: Three vendors submitted responses on November 6, 2014 to provide vehicle upfitting (e.g., specialized equipment installation), lettering and graphics services. The immediate need is to outfit the recently purchased police and fire vehicles, but the bid would allow other City departments to utilize this pricing. The most complete and competitive response was from Cap Fleet Upfitters in Temple, Texas. On October 16, 2014, City Council approved the purchase of twelve (12) new and replacement vehicles per the adopted FY14-15 annual budget. Nine of these vehicles are in the Police and Fire Departments.

Origination: Joy Simonton, Purchasing Agent

Financial Consideration: Funds are included in the FY 2014-15 budget.

Recommendation: Award bid for 36-month agreement for vehicle upfitting, lettering and graphics to Cap Fleet Upfitters, Temple, Texas.

Attachments: Purchasing Recommendation, Bid tab

Prepared by: Joy Simonton, Purchasing Agent
Robert G. Powers, Finance Director

City of Leander

INTEROFFICE MEMO

DATE: November 12, 2014

TO: Robert Powers

FROM: Joy Simonton

RE: Recommendation for Award for Solicitation #S15-006 Fleet Vehicle Upfitting, Lettering and Graphics

---

The Purchasing Division recommends Cap Fleet Upfitters for the award of a 36-month agreement for Fleet Vehicle Upfitting, Lettering and Graphics in accordance with the Best Value Evaluation Process.

Three (3) responses were received. Four (4) HUBS were notified of the solicitation.

Joy Simonton, Purchasing Agent

CC: FILE

READ ALOUD

1-5
6, 10, 20, 30, 40

Tabulation #S15-006 Vehicle Upfitting, Lettering and Graphics

Vendor Name Defender Supply

Item #	Description		Unit of Measure	Price	"Or Equal" Alternate Equivalent Manufacturer Name (If Applicable)
1	Graphics Police Department Tahoe		Per Vehicle	$ No Bid	
2	Graphics Fire Department Pick-Up		Per Vehicle	$ No Bid	
3	Delivery and Pickup Charge		Per Vehicle	$ No Bid	
4	Hourly Labor Rate for Installation of Equipment and Systems		Per Hour	$ 75.00	
5	Hourly Labor Rate for Repair or Service of Equipment and Systems		Per Hour	$ 75.00	
6	Manufacturer:	ProGard	% Off List Price	% 33	
7	Manufacturer:	Havis	% Off List Price	% 37	
8	Manufacturer:	Plastix Plus	% Off List Price	% No Bid	
9	Manufacturer:	Panasonic	% Off List Price	% No Bid	
10	Manufacturer:	Motorola	% Off List Price	% No Bid	
11	Manufacturer:	Setina	% Off List Price	% 35	
12	Manufacturer:	Whelen	% Off List Price	% 47.2	
13	Manufacturer:	Signal	% Off List Price	% 30	
14	Manufacturer:	Lund Industries	% Off List Price	% No Bid	
15	Manufacturer:	Federal Signal	% Off List Price	% 41	
16	Manufacturer:	BAKFlip Tonneau Covers	% Off List Price	% No Bid	
17	Manufacturer:	Jotto	% Off List Price	% No Bid	
18	Manufacturer:	Brooking	% Off List Price	% No Bid	
19	Manufacturer:	Patriot	% Off List Price	% No Bid	
20	Manufacturer:	Gamber	% Off List Price	% 41	
21	Manufacturer:	Tremco	% Off List Price	% 15	
22	Manufacturer:	Troy	% Off List Price	% 41	
23	Manufacturer:	D&R	% Off List Price	% 41	
24	Manufacturer:	OPS	% Off List Price	% No Bid	
25	Manufacturer:	Noptic	% Off List Price	% No Bid	
26	Manufacturer:	Cap/Wildfire	% Off List Price	% No Bid	

27	Manufacturer:	Santa Cruz Gun Locks	% Off List Price	% 10	
28	Manufacturer:	Kodiak	% Off List Price	% No Bid	
29	Manufacturer:	Bayco NightStick	% Off List Price	% No Bid	
30	Manufacturer:	Stop Stick	% Off List Price	% No Bid	
31	Manufacturer:	HG2	% Off List Price	% No Bid	
32	Manufacturer:	Go Industries	% Off List Price	% 27	
33	Manufacturer:	Tufloc	% Off List Price	% No Bid	
34	Manufacturer:	Truck Vault	% Off List Price	% 21	
35	Manufacturer:	Dell Computers	% Off List Price	% No Bid	
36	Manufacturer:	Brother	% Off List Price	% No Bid	
37	Manufacturer:	American Aluminum	% Off List Price	% 14	
38	Manufacturer:	ACE K9	% Off List Price	% 15	
39	Manufacturer:	Other Misc. Saftety Products	% Off List Price	% N/A	
40	Manufacturer:	Third Party (NON OEM) Parts and Options	% Off List Price	% N/A	

READ 1-5
ALOUD 6, 10, 20, 30, 40

Tabulation #S15-006 Vehicle Upfitting, Lettering and Graphics

Vendor Name Cap Fleet Upfitters

Item #	Description		Unit of Measure	Price	"Or Equal" Alternate Equivalent Manufacturer Name (If Applicable)
1	Graphics Police Department Tahoe		Per Vehicle	$ 950.00	
2	Graphics Fire Department Pick-Up		Per Vehicle	$ 1,050.00	
3	Delivery and Pickup Charge		Per Vehicle	$ 110.00	
4	Hourly Labor Rate for Installation of Equipment and Systems		Per Hour	$ 45.00	
5	Hourly Labor Rate for Repair or Service of Equipment and Systems		Per Hour	$ 45.00	
6	Manufacturer:	ProGard	% Off List Price	% 28	
7	Manufacturer:	Havis	% Off List Price	% 30	
8	Manufacturer:	Plastix Plus	% Off List Price	% 3	
9	Manufacturer:	Panasonic	% Off List Price	% 10	
10	Manufacturer:	Motorola	% Off List Price	% 20	
11	Manufacturer:	Setina	% Off List Price	% 25	
12	Manufacturer:	Whelen	% Off List Price	% 46	
13	Manufacturer:	Signal	% Off List Price	% 28	
14	Manufacturer:	Lund Industries	% Off List Price	% 10	
15	Manufacturer:	Federal Signal	% Off List Price	% 22	
16	Manufacturer:	BAKFlip Tonneau Covers	% Off List Price	% 10	
17	Manufacturer:	Jotto	% Off List Price	% 35	
18	Manufacturer:	Brooking	% Off List Price	% 35	
19	Manufacturer:	Patriot	% Off List Price	% 35	
20	Manufacturer:	Gamber	% Off List Price	% 25	
21	Manufacturer:	Tremco	% Off List Price	% 5	
22	Manufacturer:	Troy	% Off List Price	% 20	
23	Manufacturer:	D&R	% Off List Price	% 15	
24	Manufacturer:	OPS	% Off List Price	% 5	
25	Manufacturer:	Noptic	% Off List Price	% 3	
26	Manufacturer:	Cap/Wildfire	% Off List Price	% 5	

27	Manufacturer:	Santa Cruz Gun Locks	% Off List Price	% 20	
28	Manufacturer:	Kodiak	% Off List Price	% 15	
29	Manufacturer:	Bayco NightStick	% Off List Price	% 20	
30	Manufacturer:	Stop Stick	% Off List Price	% 2	
31	Manufacturer:	HG2	% Off List Price	% 3	
32	Manufacturer:	Go Industries	% Off List Price	% 15	
33	Manufacturer:	Tufloc	% Off List Price	% 10	
34	Manufacturer:	Truck Vault	% Off List Price	% 12	
35	Manufacturer:	Dell Computers	% Off List Price	% 1	
36	Manufacturer:	Brother	% Off List Price	% 2	
37	Manufacturer:	American Aluminum	% Off List Price	% 2	
38	Manufacturer:	ACE K9	% Off List Price	% 2	
39	Manufacturer:	Other Misc. Saftety Products	% Off List Price	% 2	
40	Manufacturer:	Third Party (NON OEM) Parts and Options	% Off List Price	% 2	

READ ALOUD

1-5
6, 10, 20, 30, 40

Tabulation #S15-006 Vehicle Upfitting, Lettering and Graphics

Vendor Name Siddons-Martin Emergency Group

Item #	Description		Unit of Measure	Price	"Or Equal" Alternate Equivalent Manufacturer Name (If Applicable)
1	Graphics Police Department Tahoe		Per Vehicle	$	
2	Graphics Fire Department Pick-Up		Per Vehicle	$	
3	Delivery and Pickup Charge		Per Vehicle	$	
4	Hourly Labor Rate for Installation of Equipment and Systems		Per Hour	$	
5	Hourly Labor Rate for Repair or Service of Equipment and Systems		Per Hour	$	
6	Manufacturer:	ProGard	% Off List Price	%	
7	Manufacturer:	Havis	% Off List Price	%	
8	Manufacturer:	Plastix Plus	% Off List Price	%	
9	Manufacturer:	Panasonic	% Off List Price	%	
10	Manufacturer:	Motorola	% Off List Price	%	
11	Manufacturer:	Setina	% Off List Price	%	
12	Manufacturer:	Whelen	% Off List Price	%	
13	Manufacturer:	Signal	% Off List Price	%	
14	Manufacturer:	Lund Industries	% Off List Price	%	
15	Manufacturer:	Federal Signal	% Off List Price	%	
16	Manufacturer:	BAKFlip Tonneau Covers	% Off List Price	%	
17	Manufacturer:	Jotto	% Off List Price	%	
18	Manufacturer:	Brooking	% Off List Price	%	
19	Manufacturer:	Patriot	% Off List Price	%	
20	Manufacturer:	Gamber	% Off List Price	%	
21	Manufacturer:	Tremco	% Off List Price	%	
22	Manufacturer:	Troy	% Off List Price	%	
23	Manufacturer:	D&R	% Off List Price	%	
24	Manufacturer:	OPS	% Off List Price	%	
25	Manufacturer:	Noptic	% Off List Price	%	
26	Manufacturer:	Cap/Wildfire	% Off List Price	%	

NO BID

27	Manufacturer:	Santa Cruz Gun Locks	% Off List Price	%	
28	Manufacturer:	Kodiak	% Off List Price	%	
29	Manufacturer:	Bayco NightStick	% Off List Price	%	
30	Manufacturer:	Stop Stick	% Off List Price	%	
31	Manufacturer:	HG2	% Off List Price	%	
32	Manufacturer:	Go Industries	% Off List Price	%	
33	Manufacturer:	Tufloc	% Off List Price	%	
34	Manufacturer:	Truck Vault	% Off List Price	%	
35	Manufacturer:	Dell Computers	% Off List Price	%	
36	Manufacturer:	Brother	% Off List Price	%	
37	Manufacturer:	American Aluminum	% Off List Price	%	
38	Manufacturer:	ACE K9	% Off List Price	%	
39	Manufacturer:	Other Misc. Saftety Products	% Off List Price	%	
40	Manufacturer:	Third Party (NON OEM) Parts and Options	% Off List Price	%	

Executive Summary

November 20, 2014

Council Agenda Subject: Consider Dedication and Acceptance of Subdivision Infrastructure Improvements for: **Borho Phase 2 and Borho Phase 5**

Background: The subdivision infrastructure improvements required for **Borho Phase 2 and Phase 5** have been installed, inspected, and found to be satisfactorily completed. All documentation required for acceptance of the subdivision has been received, including record drawings, statement of substantial completion prepared by a Professional Engineer licensed in the State of Texas, copies of all inspection reports and certified test results, electronic files of the improvements and final plat, affidavit of all bills paid, and a two-year term Maintenance Bond. The Maintenance Bond will commence its two year term upon City Council acceptance, as anticipated, on November 20, 2014 which will provide warranty and maintenance coverage for the infrastructure improvements through November 20, 2016. The Engineering Department will perform a formal inspection of the improvements approximately 30 days prior to the expiration of the Maintenance Bond to assure that any defects in materials, workmanship, or maintenance are corrected prior to expiration of the bond.

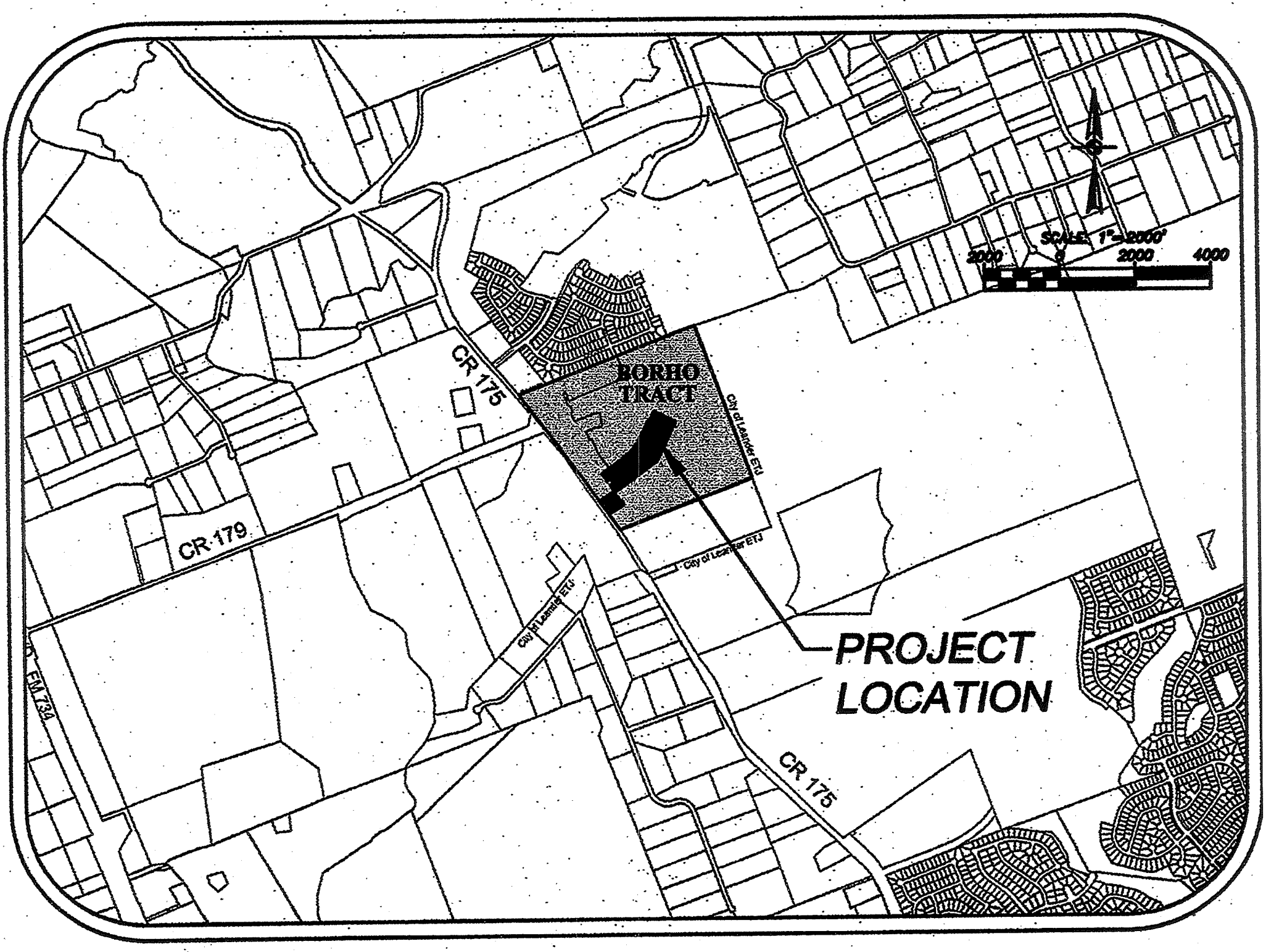
Origination: Wayne S. Watts, P.E., CFM, City Engineer

Financial Consideration: N/A

Recommendation: Staff recommends City Council's formal acceptance of the subdivision infrastructure improvements for **Borho Phase 2 and Phase 5**.

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

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


SCALE: 1"=2000'
2000
0
2000
4000
BORHO TRACT
CR 175
CR 179
FM 734
City of Leander ETJ
City of Leander ETJ
City of Leander ETJ
CR 175
PROJECT LOCATION

ENGINEER'S CONCURRENCE FOR PROJECT ACCEPTANCE

PROJECT: Borho Phase 2
Street, Drainage, Water and Wastewater

Date: October 24, 2014

Owner's Name and Address

Meritage Homes of Texas, L.L.C.
8920 Business Park Drive, Suite 350
Austin, Texas 78759

Consultant Engineer's Name and Address

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

On September 30, 2014, I, the undersigned Professional Engineer in the State of Texas, or my representative, met with representatives of the City of Leander and the Project Contractor and made a visual inspection of the above referenced project. No discrepancies in approved construction plans or deficiencies in construction were visible or brought to my attention by the parties at the meeting except those listed below. I, therefore, recommend acceptance of this project by the City of Leander once the following listed items are corrected to the satisfaction of the City of Leander.

Punchlist items have been completed.

(SEAL)

STATE OF TEXAS
JAMES A. HUFFCUT, JR.
55253
LICENSED
PROFESSIONAL ENGINEER

James A Huffcut

Signature

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

55253
Texas Registration No.

MAINTENANCE BOND
Subdivision Improvements

Bond No. 1034026

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that DNT Construction, LLC as Principal, whose address is 2300 Picadilly Dr., Austin, TX 78664, and The Hanover Insurance Company, a Corporation organized under the laws of the State of New Hampshire, and duly authorized to do business in the State of Texas, as Surety, are held and firmly bound unto the **City of Leander, Texas** as Obligee, in the penal sum of Two Hundred Twenty Seven Thousand Nine Hundred Twenty Seven Thousand Nine Hundred Sixty Nine & 34/100's Dollars ($227,969.34) to which payment will and truly to be made we do bind ourselves, our and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal has constructed Borho Phase 2 and 5, Water, Wastewater, Streets & Drainage (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

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

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

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

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

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

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

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 24th day of September, 2014 .

DNT Construction, LLC
Principal

By: _____

Title: Dean Tomme, Vice President

Address: _____

2300 Picadilly Dr.
Round Rock, TX 78664

The Hanover Insurance Company
Surety

By: _____

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

Address: _____

10375 Richmond Ave, Ste. 1050
Houston, TX 77042

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

Time Insurance Agency, Inc.

1405 E. Riverside Drive, Austin, TX 78741

(Seal)

IMPORTANT NOTICE

To obtain information or make a complaint:

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

1-800-608-8141

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

440 Lincoln Street
Worcester, MA 01615

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

1-800-252-3439

You may write the Texas Department of Insurance:

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

PREMIUM OR CLAIM DISPUTES:

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

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

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

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

1-800-608-8141

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

440 Lincoln Street
Worcester, MA 01615

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

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

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

DISPUTAS SOBRE PRIMAS O RECLAMOS:

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

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

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

POWERS OF ATTORNEY
CERTIFIED COPY

Bond Number: 1034026

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

John W. Schuler, Steve Dobson and/or Walter E. Benson, Jr.

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

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

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

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

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this **6th** day of **May 2014**.

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

Robert Thomas, Vice President

Joe Brenstrom, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this **6th** day of **May 2014** before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.

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

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

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

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

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

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 24th day of Sept 2014.

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

Glenn Margosian, Vice President

FINAL BILLS PAID AFFIDAVIT
AND WAIVER OF LIEN

STATE OF TEXAS '
COUNTY OF '

Date: 10/28/2014

Owner: **Meritage Homes of Texas**

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

Project : **Trails of Shady Oak Phase 2 & 5**

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

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

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

SUBSCRIBED AND SWORN TO BY Affiant on this 28 October 2014

AFFIANT:

Signature: Jeff Phipps

Typed Name: Jeff Phipps

Title: CFO

Initialed: _____

STATE OF TEXAS '

'

COUNTY OF Travis '

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 28 October 201429 October 2014

[S E A L]

Mary Morrison

Notary in and for the State of Texas

MARY B. MORRISON
Notary Public
STATE OF TEXAS
My Comm. Exp. June 16, 2016

Name: Mary Morrison

My commission expires: July 16, 2016

Initialed: _____

Construction Contract Summary
Borho Subdivision
Phase 2

Final Pay Application (10/31/14)
DNT Construction

Prepared By: **10/3/2014**
Juan Brizuela, PE
Pape-Dawson Engineers, Inc.
TBPE Firm Reg #470

	Original Contract Amount	CO#1	CO#2	CO#3	CO#4	CO#5	Final
Streets	$ 214,085.70						$ 214,085.70
Drainage	$ 156,515.52						$ 156,515.52
Water	$ 145,334.42						$ 145,334.42
WW	$ 155,384.06						$ 155,384.06
ESC	$ 27,266.52						$ 27,266.52
Pond #2	$ 201,592.95						$ 201,592.95
CO	*$ -*	*Lot Grading*	*Electrical/Gas*	*Lot Grading*	*$ 17,975.00*	*$ 56,283.52*	*$ 74,258.52*
Total	**$ 900,179.17**	**$ -**	**$ -**	**$ -**	**$ 17,975.00**	**$ 56,283.52**	**$ 974,437.69**

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

APPLICATION AND CERTIFICATE FOR PAYMENT/ DNT Construction

TO (OWNER):
Meritage Homes Of Texas, LLC
8920 Business Park Dr.
Austin, TX 78759

PROJECT:
Trails at Shady Oak- Phase 2

APPLICATION NO: **9P2**
PERIOD TO: **10/31/2014**
CONTRACT NUMBER: **44131270**

Distribution	
$	56,283.52
$	5,628.35
$	**50,655.17**

DNT Construction, LLC
P O Box 6210
Round Rock, Texas 78683

ENGINEER
Pape-Dawson Engineers
7800 Shoal Creek Blvd., Suite 220- West
Austin, TX 78757

DNT CONSTRUCTION INVOICE NO. **10.1452.14-9P2**
CONTRACT DATE:

CHANGE ORDER SUMMARY			
Change orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
	TOTAL	$313,667.51	($7,144.11)
Approved this Month			
Number	Date Approved		
1	14-May-14	$85,931.49	
2	9-May-14	$153,477.50	
3	20-Mar-14		($7,144.11)
4	2-Jun-14	$17,975.00	
5	24-Sep-14	$56,283.52	
	TOTALS	$313,667.51	($7,144.11)
Net change by Change Orders		$306,523.40	

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

CONTRACTOR: DNT CONSTRUCTION, LLC

By: Melissa Date: 10/22/14

Application is made for Payment, as shown below, in connection with the Contract.
Continuation Sheet Attached

1	**ORIGINAL CONTRACT SUM**	$ 900,179.17
2	**Net change by Change Orders**	$ 306,523.40
3	**CONTRACT SUM TO DATE**	$ 1,206,702.57
4	**TOTAL COMPLETED & STORED TO DATE** (Column G on J703)	$ 1,206,702.57
5	**Retainage:**	
	a. 10 % of Cpt Wk $ 120,670.26 (Column D + E on J703)	
	b. _10_% of Stored Mtl $ - (Column F on J703)	
	Total Retainage (Line 5a + 5b or (Total in Column 1 of J703)	$ 120,670.26
6	**TOTAL EARNED LESS RETAINAGE** (Line 4 less 5 Total)	$ 1,086,032.31
7	**LESS PREVIOUS CERTIFICATES FOR PAYMENT** (Line 6 from prior Certificates)	$ 1,035,377.14
8	**CURRENT PAYMENT DUE**	$ 50,655.17
9	**BALANCE TO FINISH, PLUS RETAINAGE** (Line 3 less Line 6)	$ 120,670.26

State of: TEXAS County of: TRAVIS
Subscribed and sworn to before me this 22 day of Oct, 2014
Notary Public: **Mary Morrison**
My Commission expires: **7/16/2016**

Mary Morrison

MARY B. MORRISON
Notary Public
STATE OF TEXAS
My Comm. Exp. June 16, 2016

ENGINEER CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED
(Attach explanation if amount certified differs from the amount applied for.)
ENGINEER

By: Juan C. Brizuela Date: 10/24/14

STATE OF TEXAS
JUAN C. BRIZUELA
99981
LICENSED
PROFESSIONAL ENGINEER

Juan C. Brizuela
10/24/14

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

DNT CONSTRUCTION MONTHLY PROGRESS PAYMENT

CONTRACT: Trails at Shady Oak- Phase 2

CONTRACTOR: DNT CONSTRUCTION
P O Box 6210
Round Rock, Texas 78683

PROGRESS PAYMENT NO: 9P2
PROGRESS PAYMENT PERIOD: 10/31/2014

STREET IMPROVEMENTS												
ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	CONTRACT AMOUNT	PREVIOUS QTY.	QTY. THIS EST.	QTY. TO DATE	COST TO DATE	PREVIOUS COST	COST THIS ESTIMATE	%
1	REMOVE EXISTING BARBED WIRE FENCE	220	LF	$ 1.11	$244.20	220.00	0.00	220.00	$244.20	$244.20	$0.00	100%
2	REMOVE STREET END BARRICADES	2	EA	$ 28.50	$57.00	2.00	0.00	2.00	$57.00	$57.00	$0.00	100%
3	CLEAR AND GRUB (10' BEHIND ROW)	3.5	AC	$ 12,071.18	$42,249.13	3.50	0.00	3.50	$42,249.13	$42,249.13	$0.00	100%
4	EMBANKMENT (INCLUDES STREETS AND 3:1 TO MATCH EXISTING GROUND)	1375	CY	$ 1.81	$2,488.75	1375.00	0.00	1375.00	$2,488.75	$2,488.75	$0.00	100%
5	EXCAVATION (ROW-ROW)	2485	CY	$ 2.27	$5,640.95	2485.00	0.00	2485.00	$5,640.95	$5,640.95	$0.00	100%
6	SUBGRADE PREPARATION (1.5' BOC)	6727	SY	$ 1.93	$12,983.11	6727.00	0.00	6727.00	$12,983.11	$12,983.11	$0.00	100%
7	8" FLEXIBLE BASE (1.5' BOC)	5348	SY	$ 5.54	$29,627.92	5348.00	0.00	5348.00	$29,627.92	$29,627.92	$0.00	100%
8	10" FLEXIBLE BASE (1.5' BOC)	1379	SY	$ 5.15	$7,101.85	1379.00	0.00	1379.00	$7,101.85	$7,101.85	$0.00	100%
9	1.5" HMAC (LOG-LOG)	4442	SY	$ 8.94	$39,711.48	4442.00	0.00	4442.00	$39,711.48	$39,711.48	$0.00	100%
10	2" HMAC (LOG-LOG)	659	SY	$ 11.29	$7,440.11	659.00	0.00	659.00	$7,440.11	$7,440.11	$0.00	100%
11	6" CURB & GUTTER	3469	LF	$ 11.41	$39,581.29	3469.00	0.00	3469.00	$39,581.29	$39,581.29	$0.00	100%
12	4FT CONCRETE SIDEWALK	132	SY	$ 44.24	$5,839.68	132.00	0.00	132.00	$5,839.68	$5,839.68	$0.00	100%
13	8FT CONCRETE SIDEWALK (CR 175)	150	SY	$ 36.71	$5,506.50	150.00	0.00	150.00	$5,506.50	$5,506.50	$0.00	100%
14	HANDICAP RAMPS	6	EA	$ 958.30	$5,749.80	6.00	0.00	6.00	$5,749.80	$5,749.80	$0.00	100%
15	STOP SIGNS W/STREET NAMES POLE/STOP BARS	4	EA	$ 591.43	$2,365.72	4.00	0.00	4.00	$2,365.72	$2,365.72	$0.00	100%
16	STREET NAMES POLE - POLE INCLUDED ABOVE	1	EA	$ -	$0.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	#DIV/0!
17	STREET NAMES	8	EA	$ 301.88	$2,415.04	8.00	0.00	8.00	$2,415.04	$2,415.04	$0.00	100%
18	STREET END BARRICADE	4	EA	$ 373.75	$1,495.00	4.00	0.00	4.00	$1,495.00	$1,495.00	$0.00	100%
19	SAWCUT AND TIE INTO EXISTING STREET	150	LF	$ 2.30	$345.00	150.00	0.00	150.00	$345.00	$345.00	$0.00	100%
20	STREET LIGHTS - EXCLUDED	6	EA	$ -	$0.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	#DIV/0!
21	NEW - PEDESTRIAN CROSSING	80	LF	$ 9.35	$748.00	80.00	0.00	80.00	$748.00	$748.00	$0.00	100%
22	NEW - PEDESTRIAN CROSSING AHEAD - SIGN COMPLETE	1	EA	$ 316.25	$316.25	1.00	0.00	1.00	$316.25	$316.25	$0.00	100%
23	NEW - SLEEVES - (4" PVC)	122.00	LF	$ 17.86	$2,178.92	122.00	0.00	122.00	$2,178.92	$2,178.92	$0.00	100%
					$214,085.70				$214,085.70	$214,085.70	$0.00	100%

DRAINAGE IMPROVEMENTS												
ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	CONTRACT AMOUNT	PREVIOUS QTY.	QTY. THIS EST.	QTY. TO DATE	COST TO DATE	PREVIOUS COST	COST THIS ESTIMATE	%
1	18" CLASS III RCP	425	LF	$ 51.04	$21,692.00	425.00	0.00	425.00	$21,692.00	$21,692.00	$0.00	100%
2	24" CLASS III RCP	557	LF	$ 59.53	$33,158.21	557.00	0.00	557.00	$33,158.21	$33,158.21	$0.00	100%
3	36" CLASS III RCP	185	LF	$ 105.63	$19,541.55	185.00	0.00	185.00	$19,541.55	$19,541.55	$0.00	100%
4	42" CLASS III RCP	170	LF	$ 137.34	$23,347.80	170.00	0.00	170.00	$23,347.80	$23,347.80	$0.00	100%
5	48" CLASS III RCP	7	LF		$0.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	#DIV/0!
6	TRENCH SAFETY	1344	LF	$ 1.13	$1,518.72	1344.00	0.00	1344.00	$1,518.72	$1,518.72	$0.00	100%
7	NEW - 5' CITY STANDARD CURB INLET	2	EA	$ 3,939.68	$7,879.36	2.00	0.00	2.00	$7,879.36	$7,879.36	$0.00	100%
8	10' CITY STANDARD CURB INLET	5	EA	$ 5,282.30	$26,411.50	5.00	0.00	5.00	$26,411.50	$26,411.50	$0.00	100%
9	REMOVE/RELOCATE 6' x 6' - 4 WAY AREA INLET	2	EA		$0.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	#DIV/0!
10	18" SLOPING HEADWALL	2	EA	$ 2,708.71	$5,417.42	2.00	0.00	2.00	$5,417.42	$5,417.42	$0.00	100%
11	5' X 5' JUNCTION BOX	1	EA	$ 4,615.71	$4,615.71	1.00	0.00	1.00	$4,615.71	$4,615.71	$0.00	100%
12	7' X 5' JUNCTION BOX	1	EA	$ 11,623.15	$11,623.15	1.00	0.00	1.00	$11,623.15	$11,623.15	$0.00	100%
13	FLOWABLE CONCRETE FILL (61 lf - 48" RCP)	1	LS		$0.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	#DIV/0!
14	REMOVE 48" RCP	23	LF		$0.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	#DIV/0!
15	NEW - TIE TO EXISTING STORM	2	EA	$ 655.05	$1,310.10	2.00	0.00	2.00	$1,310.10	$1,310.10	$0.00	100%
					$156,515.52				$156,515.52	$156,515.52	$0.00	100%

WATER IMPROVEMENTS												
ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	CONTRACT AMOUNT	PREVIOUS QTY.	QTY. THIS EST.	QTY. TO DATE	COST TO DATE	PREVIOUS COST	COST THIS ESTIMATE	%
1	8" PVC DR 14 C 900 WATER LINE	1,351.00	LF	$ 30.88	$41,718.88	1351.00	0.00	1351.00	$41,718.88	$41,718.88	$0.00	100%
2	12" PVC DR 14 C 900 WATER LINE	432	LF	$ 44.20	$19,094.40	432.00	0.00	432.00	$19,094.40	$19,094.40	$0.00	100%
3	8" GATE VALVES	3.00	EA	$ 1,275.22	$3,825.66	3.00	0.00	3.00	$3,825.66	$3,825.66	$0.00	100%
4	12" GATE VALVES	3	EA	$ 2,104.77	$6,314.31	3.00	0.00	3.00	$6,314.31	$6,314.31	$0.00	100%
5	RAISE VALVES	6	EA	$ 138.48	$830.88	6.00	0.00	6.00	$830.88	$830.88	$0.00	100%
6	FITTINGS	2.00	TN	$ 3,357.19	$6,714.38	2.00	0.00	2.00	$6,714.38	$6,714.38	$0.00	100%
7	FIRE HYDRANTS W/6" GATE VALVE; LEAD; 6"X8" TEE	5	EA	$ 4,191.52	$20,957.60	5.00	0.00	5.00	$20,957.60	$20,957.60	$0.00	100%
8	8" WET CONNECTION	1	EA	$ 879.99	$879.99	1.00	0.00	1.00	$879.99	$879.99	$0.00	100%
9	12" WET CONNECTION	1	EA	$ 1,042.16	$1,042.16	1.00	0.00	1.00	$1,042.16	$1,042.16	$0.00	100%

DNT CONSTRUCTION MONTHLY PROGRESS PAYMENT

CONTRACT: Trails at Shady Oak- Phase 2

CONTRACTOR: DNT CONSTRUCTION
P O Box 6210
Round Rock, Texas 78683

PROGRESS PAYMENT NO: 9P2
PROGRESS PAYMENT PERIOD: 10/31/2014

10	NEW - 8" PLUG AND BURY	3	EA	$	107.55	$322.65	3.00	0.00	3.00	$322.65	$322.65	$0.00	100%
11	12" PLUG AND BURY	2	EA	$	199.72	$399.44	2.00	0.00	2.00	$399.44	$399.44	$0.00	100%
12	TRENCH SAFETY	1,783	LF	$	0.58	$1,034.14	1783.00	0.00	1783.00	$1,034.14	$1,034.14	$0.00	100%
13	DOUBLE SERVICE LONG	6.00	EA	$	1,902.67	$11,416.02	6.00	0.00	6.00	$11,416.02	$11,416.02	$0.00	100%
14	DOUBLE SERVICE SHORT	9	EA	$	1,213.54	$10,921.86	9.00	0.00	9.00	$10,921.86	$10,921.86	$0.00	100%
15	SINGLE SERVICE LONG	5	EA	$	2,324.06	$11,620.30	5.00	0.00	5.00	$11,620.30	$11,620.30	$0.00	100%
16	SINGLE SERVICE SHORT	-	EA	$	-	$0.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	#DIV/0!
17	1" AIR RELEASE VALVE	1	EA	$	1,248.73	$1,248.73	1.00	0.00	1.00	$1,248.73	$1,248.73	$0.00	100%
18	NEW - 2" AIR RELEASE VALVE	2	EA	$	2,083.45	$4,166.90	2.00	0.00	2.00	$4,166.90	$4,166.90	$0.00	100%
19	2" BLOW-OFF VALVE	3	EA	$	942.04	$2,826.12	3.00	0.00	3.00	$2,826.12	$2,826.12	$0.00	100%
						$145,334.42				**$145,334.42**	**$145,334.42**	**$0.00**	100%

WASTEWATER IMPROVEMENTS													
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE		CONTRACT AMOUNT	PREVIOUS QTY	QTY THIS EST.	QTY TO DATE	COST TO DATE	PREVIOUS COST	COST THIS ESTIMATE	%
1	8" SDR-26 WASTEWATER LINE 0-8 DEEP	18	LF	$	33.94	$610.92	18.00	0.00	18.00	$610.92	$610.92	$0.00	100%
2	8" SDR-26 WASTEWATER LINE 8-10 DEEP	372	LF	$	36.94	$13,741.68	372.00	0.00	372.00	$13,741.68	$13,741.68	$0.00	100%
3	8" SDR-26 WASTEWATER LINE 10-12 DEEP	329	LF	$	42.83	$14,091.07	329.00	0.00	329.00	$14,091.07	$14,091.07	$0.00	100%
4	8" SDR-26 WASTEWATER LINE 12-14 DEEP	210	LF	$	49.40	$10,374.00	210.00	0.00	210.00	$10,374.00	$10,374.00	$0.00	100%
5	8" SDR-26 WASTEWATER LINE 14-16 DEEP	431	LF	$	56.15	$24,200.65	431.00	0.00	431.00	$24,200.65	$24,200.65	$0.00	100%
6	4' DIAMETER WW MANHOLES (0-8' DEEP)	9	EA	$	4,656.38	$41,907.42	9.00	0.00	9.00	$41,907.42	$41,907.42	$0.00	100%
7	4' DIAMETER WW DROP MANHOLES (0-8' DEEP)	1	EA	$	5,201.52	$5,201.52	1.00	0.00	1.00	$5,201.52	$5,201.52	$0.00	100%
8	EXTRA DEPTH MANHOLE (STANDARD/DROP)	56	VF	$	160.44	$8,984.64	56.00	0.00	56.00	$8,984.64	$8,984.64	$0.00	100%
9	DOUBLE SERVICE LONG	9	EA	$	1,996.91	$17,972.19	9.00	0.00	9.00	$17,972.19	$17,972.19	$0.00	100%
10	DOUBLE SERVICE SHORT	6	EA	$	1,548.47	$9,290.82	6.00	0.00	6.00	$9,290.82	$9,290.82	$0.00	100%
11	SINGLE SERVICE LONG	-	EA	$	-	$0.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	#DIV/0!
12	SINGLE SERVICE SHORT	3	EA	$	1,613.09	$4,839.27	3.00	0.00	3.00	$4,839.27	$4,839.27	$0.00	100%
13	TRENCH SAFETY	1,360	LF	$	1.15	$1,564.00	1360.00	0.00	1360.00	$1,564.00	$1,564.00	$0.00	100%
14	NEW - TIE TO EXISTING WASTEWATER LINE OR MANHOLE	2	EA	$	934.94	$1,869.88	2.00	0.00	2.00	$1,869.88	$1,869.88	$0.00	100%
15	CONCRETE ENCASEMENT	4	CY	$	184.00	$736.00	4.00	0.00	4.00	$736.00	$736.00	$0.00	100%
						$155,384.06				**$155,384.06**	**$155,384.06**	**$0.00**	100%

ESC IMPROVEMENTS													
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE		CONTRACT AMOUNT	PREVIOUS QTY	QTY THIS EST.	QTY TO DATE	COST TO DATE	PREVIOUS COST	COST THIS ESTIMATE	%
1	STABILIZED CONSTRUCTION ENTRANCE	1	EA	$	1,058.15	$1,058.15	1.00	0.00	1.00	$1,058.15	$1,058.15	$0.00	100%
2	SILT FENCE	1,884	LF	$	2.94	$5,538.96	1884.00	0.00	1884.00	$5,538.96	$5,538.96	$0.00	100%
3	ROCK BERM	20	LF	$	18.67	$373.40	20.00	0.00	20.00	$373.40	$373.40	$0.00	100%
4	DIVERSION DIKE	1,680	LF	$	2.16	$3,628.80	1680.00	0.00	1680.00	$3,628.80	$3,628.80	$0.00	100%
5	REVEGETATION	7,709	SY	$	1.94	$14,955.46	7709.00	0.00	7709.00	$14,955.46	$14,955.46	$0.00	100%
6	INLET PROTECTION (EXISTING AND PROPOSED INLETS)	25	EA	$	68.47	$1,711.75	25.00	0.00	25.00	$1,711.75	$1,711.75	$0.00	100%
						$27,266.52				**$27,266.52**	**$27,266.52**	**$0.00**	100%

EXPANSION POND NO. 2													
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE		CONTRACT AMOUNT	PREVIOUS QTY	QTY THIS EST.	QTY TO DATE	COST TO DATE	PREVIOUS COST	COST THIS ESTIMATE	%
1	EXCAVATION	13,879	CY	$	6.04	$83,829.16	13879.00	0.00	13879.00	$83,829.16	$83,829.16	$0.00	100%
2	EMBANKMENT	1,041	CY	$	1.23	$1,280.43	1041.00	0.00	1041.00	$1,280.43	$1,280.43	$0.00	100%
3	ROCK GABION	83	LF	$	202.37	$16,796.71	83.00	0.00	83.00	$16,796.71	$16,796.71	$0.00	100%
4	ROCK RIP-RAP	245	SY	$	25.30	$6,198.50	245.00	0.00	245.00	$6,198.50	$6,198.50	$0.00	100%
5	NEW - 5' x 7' BOX CULVERT EXTENSION	31	LF	$	473.14	$14,667.34	31.00	0.00	31.00	$14,667.34	$14,667.34	$0.00	100%
6	NEW - BOX CULVERT CONCRETE RIP-RAP OUTFALL	1	EA	$	29,791.06	$29,791.06	1.00	0.00	1.00	$29,791.06	$29,791.06	$0.00	100%
7	12" CLAY LINER	1,230	CY	$	20.16	$24,796.80	1230.00	0.00	1230.00	$24,796.80	$24,796.80	$0.00	100%
8	NEW - CONCRETE RIP-RAP	-	SY	$	-	$0.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	#DIV/0!
9	NEW - 18" CLASS III RCP	156	LF	$	57.65	$8,993.40	156.00	0.00	156.00	$8,993.40	$8,993.40	$0.00	100%
10	NEW - REMOVE ROCK RIP-RAP	150	SY	$	7.93	$1,189.50	150.00	0.00	150.00	$1,189.50	$1,189.50	$0.00	100%
11	NEW - CONC RIPRAP @ OUTFALL IN ROW	100	SY	$	98.33	$9,833.00	100.00	0.00	100.00	$9,833.00	$9,833.00	$0.00	100%
12	NEW - 7X5 RIPRAP HEADWALL	1	EA	$	4,217.05	$4,217.05	1.00	0.00	1.00	$4,217.05	$4,217.05	$0.00	100%
						$201,592.95				**$201,592.95**	**$201,592.95**	**$0.00**	100%

DNT CONSTRUCTION MONTHLY PROGRESS PAYMENT

CONTRACT: Trails at Shady Oak- Phase 2

CONTRACTOR: DNT CONSTRUCTION
P O Box 6210
Round Rock, Texas 78683

PROGRESS PAYMENT NO: 9P2
PROGRESS PAYMENT PERIOD: 10/31/2014

CHANGE ORDER 1												
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	CONTRACT AMOUNT	PREVIOUS QTY	QTY THIS EST	QTY TO DATE	COST TO DATE	PREVIOUS COST	COST THIS ESTIMATE	%
1	CLEAR & GRUB	8.47	AC	$ 3,500.00	$29,645.00	8.47	0.00	8.47	$29,645.00	$29,645.00	$0.00	100%
2	EXCAVATION	2511.00	CY	$ 2.15	$5,398.65	2511.00	0.00	2511.00	$5,398.65	$5,398.65	$0.00	100%
3	EMBANKMENT	15907.00	CY	$ 1.87	$29,746.09	15907.00	0.00	15907.00	$29,746.09	$29,746.09	$0.00	100%
4	FINISH GRADE LOT FILL AREA	40995.00	SY	$ 0.40	$16,398.00	40995.00	0.00	40995.00	$16,398.00	$16,398.00	$0.00	100%
5	REAR LOT PINS	55.00	EA	$ 86.25	$4,743.75	55.00	0.00	55.00	$4,743.75	$4,743.75	$0.00	100%
					$85,931.49				$85,931.49	$85,931.49	$0.00	100%

CHANGE ORDER 2												
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	CONTRACT AMOUNT	PREVIOUS QTY	QTY THIS EST	QTY TO DATE	COST TO DATE	PREVIOUS COST	COST THIS ESTIMATE	%
	TRENCH EXCAVATION											
1	MOBILIZATION, SUPERVISION, LAYOUT	1	LS	$ 15,000.00	$15,000.00	1.00	0.00	1.00	$15,000.00	$15,000.00	$0.00	100%
2	JOINT TRENCH EXCAVATION	2,290.00	LF	$ 12.00	$27,480.00	2290.00	0.00	2290.00	$27,480.00	$27,480.00	$0.00	100%
3	NON JOINT TRENCH EXCAVTION	860	LF	$ 10.00	$8,600.00	860.00	0.00	860.00	$8,600.00	$8,600.00	$0.00	100%
	ELECTRIC EXCAVATION											
1	3" SCH 40 CONDUIT	4,600.00	LF	$ 3.50	$16,100.00	4600.00	0.00	4600.00	$16,100.00	$16,100.00	$0.00	100%
2	56 COMBO PAD	2	EA	$ 1,500.00	$3,000.00	2.00	0.00	2.00	$3,000.00	$3,000.00	$0.00	100%
3	56 PAD	1	EA	$ 1,300.00	$1,300.00	1.00	0.00	1.00	$1,300.00	$1,300.00	$0.00	100%
4	56 CABINET	3	EA	$ 650.00	$1,950.00	3.00	0.00	3.00	$1,950.00	$1,950.00	$0.00	100%
5	TRANSFORMER PADS	2	EA	$ 1,325.00	$2,650.00	2.00	0.00	2.00	$2,650.00	$2,650.00	$0.00	100%
6	ABOVE GROUND SECONDARY PEDESTAL	20	EA	$ 500.00	$10,000.00	20.00	0.00	20.00	$10,000.00	$10,000.00	$0.00	100%
	GAS IMPROVEMENTS											
1	3/4" POLY	870.00	LF	$ 3.00	$2,610.00	870.00	0.00	870.00	$2,610.00	$2,610.00	$0.00	100%
2	2" POLY	1,260	LF	$ 3.00	$3,780.00	1260.00	0.00	1260.00	$3,780.00	$3,780.00	$0.00	100%
3	4" POLY	550	LF	$ 8.25	$4,537.50	550.00	0.00	550.00	$4,537.50	$4,537.50	$0.00	100%
4	HOT TIE-IN	3	EA	$ 2,100.00	$6,300.00	3.00	0.00	3.00	$6,300.00	$6,300.00	$0.00	100%
5	SERVICE TAPS	17	EA	$ 125.00	$2,125.00	17.00	0.00	17.00	$2,125.00	$2,125.00	$0.00	100%
6	2" GAS SLEEVES	50	LF	$ 4.00	$200.00	50.00	0.00	50.00	$200.00	$200.00	$0.00	100%
7	4" GAS SLEEVES	500	LF	$ 7.25	$3,625.00	500.00	0.00	500.00	$3,625.00	$3,625.00	$0.00	100%
8	6" GAS SLEEVES	60	LF	$ 12.00	$720.00	60.00	0.00	60.00	$720.00	$720.00	$0.00	100%
9	12" BORE W/STEEL CASING	150	LF	$ 290.00	$43,500.00	150.00	0.00	150.00	$43,500.00	$43,500.00	$0.00	100%
					$153,477.50				$153,477.50	$153,477.50	$0.00	100%

CHANGE ORDER 3												
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	CONTRACT AMOUNT	PREVIOUS QTY	QTY THIS EST	QTY TO DATE	COST TO DATE	PREVIOUS COST	COST THIS ESTIMATE	%
1	Deductive- Embankment	3193	CY	$ (1.87)	($5,970.91)	3193.00	0.00	3193.00	($5,970.91)	($5,970.91)	$0.00	100%
2	Deductive- Finish Grade Lot Fill Area	2933	SY	$ (0.40)	($1,173.20)	2933.00	0.00	2933.00	($1,173.20)	($1,173.20)	$0.00	100%
					($7,144.11)				($7,144.11)	($7,144.11)	$0.00	100%

CHANGE ORDER 4												
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	CONTRACT AMOUNT	PREVIOUS QTY	QTY THIS EST	QTY TO DATE	COST TO DATE	PREVIOUS COST	COST THIS ESTIMATE	%
1	Handrail	1	LS	$ 11,975.00	$11,975.00	1.00	0.00	1.00	$11,975.00	$11,975.00	$0.00	100%
2	Extend 12" RCP	1	LS	$ 6,000.00	$6,000.00	1.00	0.00	1.00	$6,000.00	$6,000.00	$0.00	100%
					$17,975.00				$17,975.00	$17,975.00	$0.00	100%

CHANGE ORDER 5												
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	CONTRACT AMOUNT	PREVIOUS QTY	QTY THIS EST	QTY TO DATE	COST TO DATE	PREVIOUS COST	COST THIS ESTIMATE	%
1	Tree and Flag Pole Lighting	1.00	LS	$ 4,225.00	$4,225.00	0.00	1.00	1.00	$4,225.00	$0.00	$4,225.00	100%
2	Paving repair at entrance	1.00	LS	$ 5,555.52	$5,555.52	0.00	1.00	1.00	$5,555.52	$0.00	$5,555.52	100%
3	Temporary Outfall Trenching and 18" drain pipe install	1.00	LS	$ 5,703.00	$5,703.00	0.00	1.00	1.00	$5,703.00	$0.00	$5,703.00	100%
4	Street Lights	1.00	LS	$ 40,300.00	$40,300.00	0.00	1.00	1.00	$40,300.00	$0.00	$40,300.00	100%
5	Temporary Outfall Calcs and Layout	1.00	LS	$ 500.00	$500.00	0.00	1.00	1.00	$500.00	$0.00	$500.00	100%
					$56,283.52				$56,283.52	$0.00	$56,283.52	100%

TOTAL CONTRACT					$1,206,702.57				$1,206,702.57	$1,150,419.05	$56,283.52	100%

DNT CONSTRUCTION MONTHLY PROGRESS PAYMENT

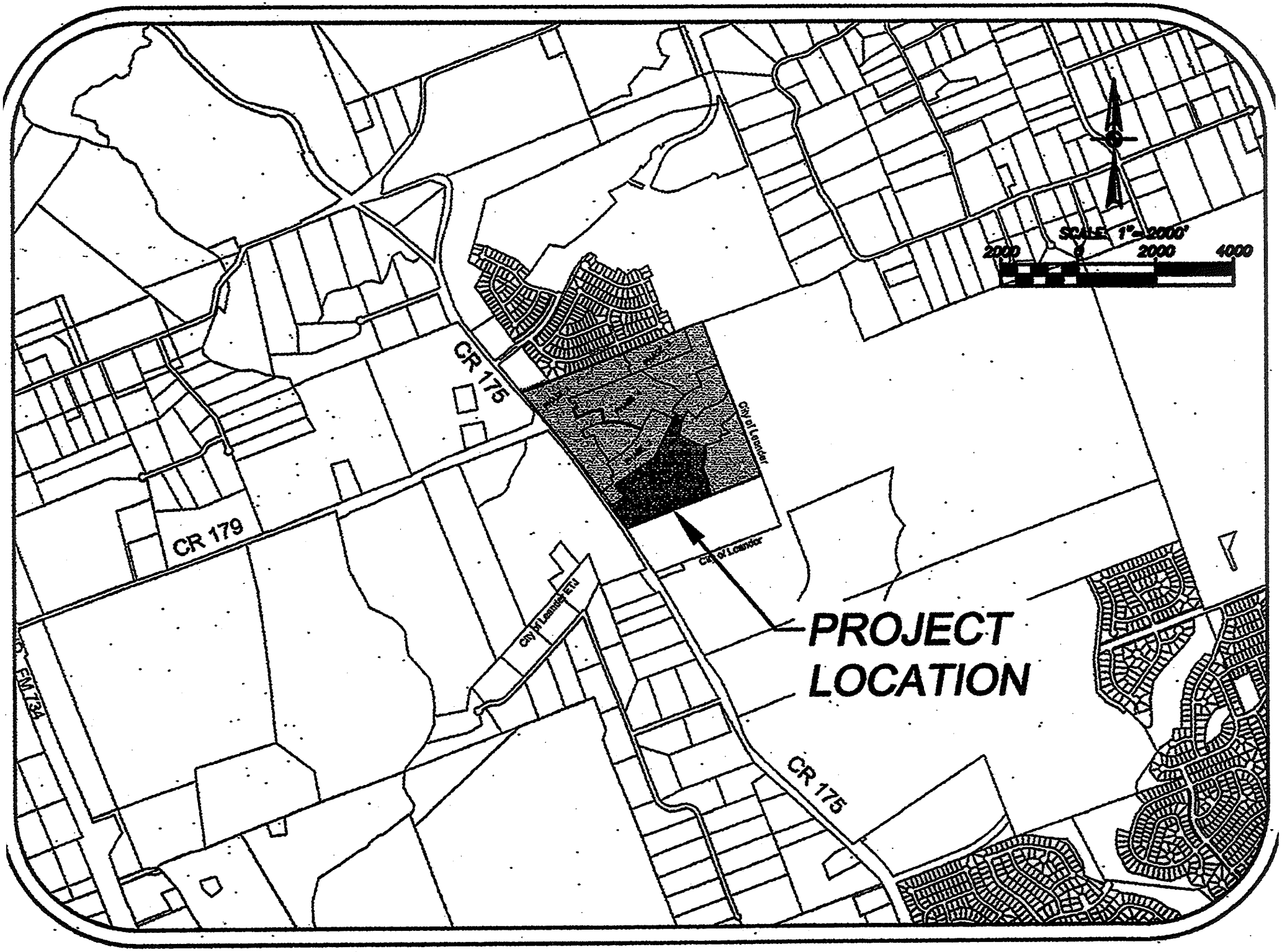
CONTRACT: Trails at Shady Oak- Phase 2

CONTRACTOR: **DNT CONSTRUCTION**
P O Box 6210
Round Rock, Texas 78683

PROGRESS PAYMENT NO: 9P2
PROGRESS PAYMENT PERIOD: 10/31/2014

TOTAL COMPLETED TO DATE	$	1,206,702.57
TOTAL COMPLETED/ STORED TO DATE	$	1,206,702.57
RETAINAGE HELD	$	120,670.26
TOTAL CPLT LESS RETAINAGE	$	1,086,032.31
LESS PREVIOUS BILLINGS	$	1,035,377.14
CURRENT PAYMENT DUE	$	50,655.17

ORIGINAL CONTRACT AMOUNT	$	900,179.17
CONTRACT CHANGES	$	306,523.40
TOTAL CONTRACT W/ CHANGES	$	1,206,702.57
WORK COMPLETED TO DATE	$	1,206,702.57
BALANCE TO COMPLETE	$	-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PROJECT
LOCATION

PAPE-DAWSON ENGINEERS

LAND DEVELOPMENT ENVIRONMENTAL TRANSPORTATION WATER RESOURCES SURVEYING

ENGINEER'S CONCURRENCE
FOR
PROJECT ACCEPTANCE

PROJECT: Borho Phase 5
Street, Drainage, Water and Wastewater

Date: October 24, 2014

Owner's Name and Address

Meritage Homes of Texas, L.L.C.
8920 Business Park Drive, Suite 350
Austin, Texas 78759

Consultant Engineer's Name and Address

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

On September 30, 2014, I, the undersigned Professional Engineer in the State of Texas, or my representative, met with representatives of the City of Leander and the Project Contractor and made a visual inspection of the above referenced project. No discrepancies in approved construction plans or deficiencies in construction were visible or brought to my attention by the parties at the meeting except those listed below. I, therefore, recommend acceptance of this project by the City of Leander once the following listed items are corrected to the satisfaction of the City of Leander.

Punchlist items have been completed.

STATE OF TEXAS
JAMES A. HUFFCUT, JR.
55253
LICENSED
PROFESSIONAL ENGINEER
(SEAL)

James A Huffcut JR 11-6-14
Signature

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

55253
Texas Registration No.

MAINTENANCE BOND
Subdivision Improvements

Bond No. 1034026

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that DNT Construction, LLC as Principal, whose address is 2300 Picadilly Dr., Austin, TX 78664, and The Hanover Insurance Company, a Corporation organized under the laws of the State of New Hampshire, and duly authorized to do business in the State of Texas, as Surety, are held and firmly bound unto the **City of Leander, Texas** as Obligee, in the penal sum of Two Hundred Twenty Seven Thousand Nine Hundred Twenty Seven Thousand Nine Hundred Sixty Nine & 34/100's Dollars ($227,969.34) to which payment will and truly to be made we do bind ourselves, our and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal has constructed Borho Phase 2 and 5, Water, Wastewater, Streets & Drainage (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

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

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

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

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

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

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

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 24th day of September, 2014 .

DNT Construction, LLC
Principal

By: _____

Title: Dean Tomme, Vice President

Address: _____

2300 Picadilly Dr.
Round Rock, TX 78664

The Hanover Insurance Company
Surety

By: _____

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

Address: _____

10375 Richmond Ave, Ste. 1050
Houston, TX 77042

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

Time Insurance Agency, Inc.

1405 E. Riverside Drive, Austin, TX 78741

(Seal)

Texas Complaint Notice

IMPORTANT NOTICE

To obtain information or make a complaint:

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

1-800-608-8141

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

440 Lincoln Street
Worcester, MA 01615

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

1-800-252-3439

You may write the Texas Department of Insurance:

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

PREMIUM OR CLAIM DISPUTES:

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

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

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

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

1-800-608-8141

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

440 Lincoln Street
Worcester, MA 01615

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

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

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

DISPUTAS SOBRE PRIMAS O RECLAMOS:

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

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

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

POWERS OF ATTORNEY
CERTIFIED COPY

Bond Number: 1034026

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

John W. Schuler, Steve Dobson and/or Walter E. Benson, Jr.

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

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

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

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

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this **6th** day of **May 2014**.

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

Robert Thomas, Vice President

Joe Brenstrom, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this **6th** day of **May 2014** before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.

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

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

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

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

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

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 24th day of Sept 2014.

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

Glenn Margosian, Vice President

FINAL BILLS PAID AFFIDAVIT
AND WAIVER OF LIEN

STATE OF TEXAS '
COUNTY OF '

Date: 10/28/2014

Owner: **Meritage Homes of Texas**

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

Project : **Trails of Shady Oak Phase 2 & 5**

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

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

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

SUBSCRIBED AND SWORN TO BY Affiant on this 28 October 2014

AFFIANT:

Signature: Jeff Phipps

Typed Name: Jeff Phipps

Title: CFO

Initialed: _____

STATE OF TEXAS '

COUNTY OF Travis '

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 28 October 2014

[S E A L]

MARY B. MORRISON
Notary Public
STATE OF TEXAS
My Comm. Exp. June 16, 2016

Mary Morrison

Notary in and for the State of Texas

Name: Mary Morrison

My commission expires: July 16, 2016

Initialed: _____

Construction Contract Summary
Borho Subdivision
Phase 5

Final Pay Application (9/30/14)
DNT Construction

Prepared By: **10/23/2014**
Juan Brizuela, PE
Pape-Dawson Engineers, Inc.
TBPE Firm Reg #470

	Original Contract Amount	CO#1	CO#2	CO#3	Final
Streets	$ 472,591.73				$ 472,591.73
Drainage	$ 279,543.29				$ 279,543.29
Water	$ 257,799.63				$ 257,799.63
WW	$ 330,057.69				$ 330,057.69
ESC	$ 39,521.93				$ 39,521.93
CO	*$ -*	*Lot Grading*	*Electrical/Gas*	*Miscellaneous*	*$ -*
Total	**$ 1,379,514.27**	**$ -**	**$ -**	**$ -**	**$ 1,379,514.27**

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

APPLICATION AND CERTIFICATE FOR PAYMENT/ DNT Construction

TO (OWNER):	PROJECT:	APPLICATION NO:	8P5	Distribution
Meritage Homes Of Texas, LLC	**Trails at Shady Oak- Phase 5**		Retainage	$ -
8920 Business Park Dr.		PERIOD TO:	**9/30/2014**	$ -
Austin, TX 78759		CONTRACT NUMBER:	**44132715**	$ -
	ENGINEER			
DNT Construction, LLC	**Pape-Dawson Engineers**	DNT CONSTRUCTION		
P O Box 6210	**7800 Shoal Creek Blvd., Suite 220- West**	INVOICE NO.	**10.1452.14-8P5**	
Round Rock, Texas 78683	**Austin, TX 78757**	CONTRACT DATE:		

CHANGE ORDER SUMMARY			
Change orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
	TOTAL	$0.00	$0.00
Approved this Month			
Number	Date Approved		
1	14-May-14	$75,828.70	
2	9-May-14	$230,797.50	
3	12-Aug-14	$10,925.59	
4			
	TOTALS	$317,551.79	$0.00
Net change by Change Orders		$317,551.79	

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

CONTRACTOR: DNT CONSTRUCTION, LLC

By: [signature] Date: 11/4/14

Application is made for Payment, as shown below, in connection with the Contract.

Continuation Sheet Attached

1 **ORIGINAL CONTRACT SUM**	$	1,379,514.27
2 **Net change by Change Orders**	$	317,551.79
3 **CONTRACT SUM TO DATE**	$	1,697,066.06
4 **TOTAL COMPLETED & STORED TO DATE** (Column G on J703)	$	1,697,066.06
5 **Retainage:**		
a. 10 % of Cpt Wk $ - (Column D + E on J703)		
b. _10_% of Stored Mtl $ - (Column F on J703)		
Total Retainage (Line 5a + 5b or (Total in Column 1 of J703)	$	-
6 **TOTAL EARNED LESS RETAINAGE** (Line 4 less 5 Total)	$	1,697,066.06
7 **LESS PREVIOUS CERTIFICATES FOR PAYMENT** (Line 6 from prior Certificates)	$	1,527,359.45
8 **CURRENT PAYMENT DUE**	$	**169,706.61**
9 **BALANCE TO FINISH, PLUS RETAINAGE** (Line 3 less Line 6)	$	-

State of: TEXAS County of: TRAVIS

Subscribed and sworn to before me this 4 day of Nov, 2014

Notary Public: **Mary Morrison**

My Commission expires: **7/16/2016**

[signature]

MARY B. MORRISON
Notary Public
STATE OF TEXAS
My Comm. Exp. June 16, 2016

ENGINEER CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied for.)

ENGINEER

By: JUAN C. BRIZUELA Date: 11/05/14

STATE OF TEXAS
JUAN C. BRIZUELA
99981
LICENSED
PROFESSIONAL ENGINEER

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

DNT CONSTRUCTION MONTHLY PROGRESS PAYMENT

CONTRACT: Trails at Shady Oak- Phase 5

CONTRACTOR: DNT CONSTRUCTION
P O Box 6210
Round Rock, Texas 78683

PROGRESS PAYMENT NO: 8P5
PROGRESS PAYMENT PERIOD: 9/30/2014

STREET IMPROVEMENTS													
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	CONTRACT AMOUNT	PREVIOUS QTY	QTY THIS EST	QTY TO DATE	COST TO DATE	PREVIOUS COST	COST THIS ESTIMATE	%
1	Clear & Grub (10' behind R.O.W. to R.O.W.)	6.1	AC	$ 12,071.18	$73,634.20	6.10	0.00	6.10	$73,634.20	$73,634.20	$0.00	100%
2	Remove Existing Barbed wire fence	375	LF	$ 2.49	$933.75	375.00	0.00	375.00	$933.75	$933.75	$0.00	100%
3	Embankment (R.O.W. to R.O.W., 3:1 match ground)	605	CY	$ 1.87	$1,131.35	605.00	0.00	605.00	$1,131.35	$1,131.35	$0.00	100%
4	Excavation (R.O.W. to R.O.W., 3:1 match ground)	9500	CY	$ 2.27	$21,565.00	9500.00	0.00	9500.00	$21,565.00	$21,565.00	$0.00	100%
5	NEW - Subgrade Prep	15674	SY	$ 1.72	$26,959.28	15674.00	0.00	15674.00	$26,959.28	$26,959.28	$0.00	100%
6	10" Flexible Base (Heritage Woods Avenue)	654	SY	$ 7.21	$4,715.34	654.00	0.00	654.00	$4,715.34	$4,715.34	$0.00	100%
7	2" H.M.A.C. (Heritage Woods Avenue)	559	SY	$ 11.29	$6,311.11	559.00	0.00	559.00	$6,311.11	$6,311.11	$0.00	100%
8	8" Flexible Base (interior streets)	13826	SY	$ 5.54	$76,596.04	13826.00	0.00	13826.00	$76,596.04	$76,596.04	$0.00	100%
9	1 1/2" H.M.A.C. (interior streets)	11148	SY	$ 8.94	$99,663.12	11148.00	0.00	11148.00	$99,663.12	$99,663.12	$0.00	100%
10	6" Standard Curb & Gutter W/ Base	8351	LF	$ 11.41	$95,284.91	8351.00	0.00	8351.00	$95,284.91	$95,284.91	$0.00	100%
11	4' Concrete Sidewalk (interior)	525	SY	$ 44.24	$23,226.00	525.00	0.00	525.00	$23,226.00	$23,226.00	$0.00	100%
12	8' Concrete Sidewalk (CR 175)	330	SY	$ 36.71	$12,114.30	330.00	0.00	330.00	$12,114.30	$12,114.30	$0.00	100%
13	Type 1 Ramps	26	EA	$ 958.30	$24,915.80	26.00	0.00	26.00	$24,915.80	$24,915.80	$0.00	100%
14	Street End Barricades	5	EA	$ 373.75	$1,868.75	5.00	0.00	5.00	$1,868.75	$1,868.75	$0.00	100%
15	Sign Poles	0	EA	$ -	$0.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	#DIV/0!
16	Street Name Signs	0	EA	$ -	$0.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	#DIV/0!
17	Stop Signs/ Stop Bar	6	EA	$ 591.43	$3,548.58	6.00	0.00	6.00	$3,548.58	$3,548.58	$0.00	100%
18	Sawcut and Tie into Existing Street	54.00	LF	$ 2.30	$124.20	54.00	0.00	54.00	$124.20	$124.20	$0.00	100%
					$472,591.73				**$472,591.73**	**$472,591.73**	**$0.00**	100%

DRAINAGE IMPROVEMENTS												
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	CONTRACT AMOUNT	PREVIOUS QTY	QTY THIS EST	QTY TO DATE	COST TO DATE	PREVIOUS COST	COST THIS ESTIMATE	%
1	10' Type 1 Curb inlet	17	EA	$ 5,282.30	$89,799.10	17.00	0.00	17.00	$89,799.10	$89,799.10	$0.00	100%
2	18" Class III R.C.P.	796	LF	$ 51.04	$40,627.84	796.00	0.00	796.00	$40,627.84	$40,627.84	$0.00	100%
3	24" Class III R.C.P.	270	LF	$ 59.53	$16,073.10	270.00	0.00	270.00	$16,073.10	$16,073.10	$0.00	100%
4	30" Class III R.C.P.	280	LF	$ 44.16	$12,364.80	280.00	0.00	280.00	$12,364.80	$12,364.80	$0.00	100%
5	36" Class III R.C.P.	779	LF	$ 105.63	$82,285.77	779.00	0.00	779.00	$82,285.77	$82,285.77	$0.00	100%
6	Trench Safety	2125	LF	$ 1.13	$2,401.25	2125.00	0.00	2125.00	$2,401.25	$2,401.25	$0.00	100%
7	NEW - 3x3 Junction Box	1	EA	$ 2,432.73	$2,432.73	1.00	0.00	1.00	$2,432.73	$2,432.73	$0.00	100%
8	NEW - 4x4 Junction Box	2	EA	$ 3,212.21	$6,424.42	2.00	0.00	2.00	$6,424.42	$6,424.42	$0.00	100%
9	5x5 Junction Box	2	EA	$ 4,615.71	$9,231.42	2.00	0.00	2.00	$9,231.42	$9,231.42	$0.00	100%
10	6x6 Junction Box	2	EA	$ 8,951.43	$17,902.86	2.00	0.00	2.00	$17,902.86	$17,902.86	$0.00	100%
					$279,543.29				**$279,543.29**	**$279,543.29**	**$0.00**	**100%**

WATER IMPROVEMENTS												
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	CONTRACT AMOUNT	PREVIOUS QTY	QTY THIS EST	QTY TO DATE	COST TO DATE	PREVIOUS COST	COST THIS ESTIMATE	%
1	8" PVC DR 14 C900 Water Line	3,280.00	LF	$ 30.88	$101,286.40	3280.00	0.00	3280.00	$101,286.40	$101,286.40	$0.00	100%
2	12" PVC DR 14 C900 Water Line	480	LF	$ 44.20	$21,216.00	480.00	0.00	480.00	$21,216.00	$21,216.00	$0.00	100%
3	8" Gate Valves	10.00	EA	$ 1,275.22	$12,752.20	10.00	0.00	10.00	$12,752.20	$12,752.20	$0.00	100%
4	12" Gate Valves	2	EA	$ 2,104.77	$4,209.54	2.00	0.00	2.00	$4,209.54	$4,209.54	$0.00	100%
5	Raise Valves	12	EA	$ 138.48	$1,661.76	12.00	0.00	12.00	$1,661.76	$1,661.76	$0.00	100%
6	Fittings	2.00	TON	$ 2,369.58	$4,739.16	2.00	0.00	2.00	$4,739.16	$4,739.16	$0.00	100%
7	Fire Hydrant Assembly w/6" Gate Valve; Lead; 6"x8"	7	EA	$ 4,191.52	$29,340.64	7.00	0.00	7.00	$29,340.64	$29,340.64	$0.00	100%
8	12" Water Wet Connection	1	EA	$ 1,042.16	$1,042.16	1.00	0.00	1.00	$1,042.16	$1,042.16	$0.00	100%
9	NEW - 8" Water Wet Connection	1	EA	$ 879.99	$879.99	1.00	0.00	1.00	$879.99	$879.99	$0.00	100%
10	12" Plug & Bury	1	EA	$ 199.72	$199.72	1.00	0.00	1.00	$199.72	$199.72	$0.00	100%
11	8" Plug & Bury	3	EA	$ 107.55	$322.65	3.00	0.00	3.00	$322.65	$322.65	$0.00	100%
12	Trench Safety	3,760	LF	$ 0.58	$2,180.80	3760.00	0.00	3760.00	$2,180.80	$2,180.80	$0.00	100%
13	Double Service Long	13.00	EA	$ 1,902.67	$24,734.71	13.00	0.00	13.00	$24,734.71	$24,734.71	$0.00	100%
14	Double Service Short	11	EA	$ 1,213.54	$13,348.94	11.00	0.00	11.00	$13,348.94	$13,348.94	$0.00	100%
15	Single Service Long	8	EA	$ 2,324.06	$18,592.48	8.00	0.00	8.00	$18,592.48	$18,592.48	$0.00	100%
16	Single Service Short	3	EA	$ 1,249.73	$3,749.19	3.00	0.00	3.00	$3,749.19	$3,749.19	$0.00	100%
17	1" Air Release Valve	4	EA	$ 1,248.73	$4,994.92	4.00	0.00	4.00	$4,994.92	$4,994.92	$0.00	100%
18	NEW - 2" Air Release Valve	4	EA	$ 2,091.49	$8,365.96	4.00	0.00	4.00	$8,365.96	$8,365.96	$0.00	100%
19	2" Blow-Off Valve	4	EA	$ 942.04	$3,768.16	4.00	0.00	4.00	$3,768.16	$3,768.16	$0.00	100%
20	Removed 2" Blow-Off Valve	1	EA	$ 414.25	$414.25	1.00	0.00	1.00	$414.25	$414.25	$0.00	100%

DNT CONSTRUCTION MONTHLY PROGRESS PAYMENT

CONTRACT: Trails at Shady Oak- Phase 5

CONTRACTOR: DNT CONSTRUCTION
P O Box 6210
Round Rock, Texas 78683

PROGRESS PAYMENT NO: 8P5
PROGRESS PAYMENT PERIOD: 9/30/2014

					$257,799.63				$257,799.63	$257,799.63	$0.00	100%

WASTEWATER IMPROVEMENTS

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	CONTRACT AMOUNT	PREVIOUS QTY	QTY THIS EST	QTY TO DATE	COST TO DATE	PREVIOUS COST	COST THIS ESTIMATE	%
1	NEW - 8" SDR-26 Wastewater Line 0-8' Deep	63	LF	$ 33.64	$2,119.32	63.00	0.00	63.00	$2,119.32	$2,119.32	$0.00	100%
2	8" SDR-26 Wastewater Line 8'-10' Deep	769	LF	$ 36.93	$28,399.17	769.00	0.00	769.00	$28,399.17	$28,399.17	$0.00	100%
3	8" SDR-26 Wastewater Line 10'-12' Deep	652	LF	$ 42.82	$27,918.64	652.00	0.00	652.00	$27,918.64	$27,918.64	$0.00	100%
4	8" SDR-26 Wastewater Line 12'-14' Deep	278	LF	$ 49.39	$13,730.42	278.00	0.00	278.00	$13,730.42	$13,730.42	$0.00	100%
5	8" SDR-26 Wastewater Line 14'-16' Deep	241	LF	$ 56.14	$13,529.74	241.00	0.00	241.00	$13,529.74	$13,529.74	$0.00	100%
6	8" SDR-26 Wastewater Line 16'-18' Deep	279	LF	$ 64.03	$17,864.37	279.00	0.00	279.00	$17,864.37	$17,864.37	$0.00	100%
7	NEW - 8" SDR-26 Wastewater Line 18'-20' Deep	400	LF	$ 78.47	$31,388.00	400.00	0.00	400.00	$31,388.00	$31,388.00	$0.00	100%
8	NEW - 8" SDR-26 Wastewater Line 20'-22' Deep	300	LF	$ 94.29	$28,287.00	300.00	0.00	300.00	$28,287.00	$28,287.00	$0.00	100%
9	Trench Safety	4,561	LF	$ 1.15	$5,245.15	4561.00	0.00	4561.00	$5,245.15	$5,245.15	$0.00	100%
10	4' Diam. Standard Manhole	15	EA	$ 4,656.38	$69,845.70	15.00	0.00	15.00	$69,845.70	$69,845.70	$0.00	100%
11	NEW - 4' Diam. Drop Manhole	3	EA	$ 5,699.53	$17,098.59	3.00	0.00	3.00	$17,098.59	$17,098.59	$0.00	100%
12	Extra Depth Manhole (Standars/Drop)	91	VF	$ 160.44	$14,600.04	91.00	0.00	91.00	$14,600.04	$14,600.04	$0.00	100%
13	Vertical Stacks I In above	-	VF	$ -	$0.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	#DIV/0!
14	Double Service Long	13	EA	$ 1,996.91	$25,959.83	13.00	0.00	13.00	$25,959.83	$25,959.83	$0.00	100%
15	Double Service Short	13	EA	$ 1,548.47	$20,130.11	13.00	0.00	13.00	$20,130.11	$20,130.11	$0.00	100%
16	Single Service Long	2	EA	$ 1,833.32	$3,666.64	2.00	0.00	2.00	$3,666.64	$3,666.64	$0.00	100%
17	Single Service Short	5	EA	$ 1,613.09	$8,065.45	5.00	0.00	5.00	$8,065.45	$8,065.45	$0.00	100%
18	Concrete Encasement	2	CY	$ 184.00	$368.00	2.00	0.00	2.00	$368.00	$368.00	$0.00	100%
19	NEW - Tie to Existing Line	2	EA	$ 920.76	$1,841.52	2.00	0.00	2.00	$1,841.52	$1,841.52	$0.00	100%
					$330,057.69				$330,057.69	$330,057.69	$0.00	100%

ESC IMPROVEMENTS

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	CONTRACT AMOUNT	PREVIOUS QTY	QTY THIS EST	QTY TO DATE	COST TO DATE	PREVIOUS COST	COST THIS ESTIMATE	%
1	Stabilized Construction Entrance	2	EA	$ 1,058.15	$2,116.30	2.00	0.00	2.00	$2,116.30	$2,116.30	$0.00	100%
2	Silt Fence	6,763	LF	$ 2.94	$19,883.22	6763.00	0.00	6763.00	$19,883.22	$19,883.22	$0.00	100%
3	Inlet Protection	21	EA	$ 68.47	$1,437.87	21.00	0.00	21.00	$1,437.87	$1,437.87	$0.00	100%
4	Revegetation	8,291	SY	$ 1.94	$16,084.54	8291.00	0.00	8291.00	$16,084.54	$16,084.54	$0.00	100%
					$39,521.93				$39,521.93	$39,521.93	$0.00	100%

LOT GRADING

CHANGE ORDER 1

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	CONTRACT AMOUNT	PREVIOUS QTY	QTY THIS EST	QTY TO DATE	COST TO DATE	PREVIOUS COST	COST THIS ESTIMATE	%
1	Clear & Grub	7.38	AC	$ 3,500.00	$25,830.00	7.38	0.00	7.38	$25,830.00	$25,830.00	$0.00	100%
2	Excavation	3089.00	CY	$ 2.15	$6,641.35	3089.00	0.00	3089.00	$6,641.35	$6,641.35	$0.00	100%
3	Embankment	14300.00	CY	$ 1.87	$26,741.00	14300.00	0.00	14300.00	$26,741.00	$26,741.00	$0.00	100%
4	Finish Grade Lot Fill Area	35719.00	SY	$ 0.40	$14,287.60	35719.00	0.00	35719.00	$14,287.60	$14,287.60	$0.00	100%
5	Rear Lot Pins	27.00	EA	$ 86.25	$2,328.75	27.00	0.00	27.00	$2,328.75	$2,328.75	$0.00	100%
					$75,828.70				$75,828.70	$75,828.70	$0.00	100%

ELECTRICAL/GAS

CHANGE ORDER 2

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	CONTRACT AMOUNT	PREVIOUS QTY	QTY THIS EST	QTY TO DATE	COST TO DATE	PREVIOUS COST	COST THIS ESTIMATE	%
	Trench Excavation											
1	Mobilization, Supervision, Layout	1.00	LS	$ 15,000.00	$15,000.00	1.00	0.00	1.00	$15,000.00	$15,000.00	$0.00	100%
2	Joint Trench Excavation	3860.00	LF	$ 12.00	$46,320.00	3860.00	0.00	3860.00	$46,320.00	$46,320.00	$0.00	100%
3	Non Joint Trench Excavation	3500.00	LF	$ 10.00	$35,000.00	3500.00	0.00	3500.00	$35,000.00	$35,000.00	$0.00	100%
	Electric Excavation											
1	3" SCH 40 Conduit	16300.00	LF	$ 3.50	$57,050.00	16300.00	0.00	16300.00	$57,050.00	$57,050.00	$0.00	100%
2	56 Combo Pad	7.00	EA	$ 1,500.00	$10,500.00	7.00	0.00	7.00	$10,500.00	$10,500.00	$0.00	100%
3	56 Pad	1.00	EA	$ 1,300.00	$1,300.00	1.00	0.00	1.00	$1,300.00	$1,300.00	$0.00	100%
4	56 Cabinet	8.00	EA	$ 650.00	$5,200.00	8.00	0.00	8.00	$5,200.00	$5,200.00	$0.00	100%
5	Transformer Pads	2	EA	$ 1,325.00	$2,650.00	2.00	0.00	2.00	$2,650.00	$2,650.00	$0.00	100%
6	Above Ground Secondary Pedestal	36.00	EA	$ 500.00	$18,000.00	36.00	0.00	36.00	$18,000.00	$18,000.00	$0.00	100%
	Gas Improvements											
1	374" Poly	1090	LF	$ 3.00	$3,270.00	1090.00	0.00	1090.00	$3,270.00	$3,270.00	$0.00	100%
2	2" Poly	1800.00	LF	$ 3.00	$5,400.00	1800.00	0.00	1800.00	$5,400.00	$5,400.00	$0.00	100%

DNT CONSTRUCTION MONTHLY PROGRESS PAYMENT

CONTRACT: Trails at Shady Oak- Phase 5

CONTRACTOR: DNT CONSTRUCTION
P O Box 6210
Round Rock, Texas 78683

PROGRESS PAYMENT NO: 8P5
PROGRESS PAYMENT PERIOD: 9/30/2014

ELECTRICAL/ GAS

3	4" Poly	2060.00	LF	$ 8.25	$16,995.00	2060.00	0.00	2060.00	$16,995.00	$16,995.00	$0.00	100%
4	Hot Tie-In	2.00	EA	$ 2,100.00	$4,200.00	2.00	0.00	2.00	$4,200.00	$4,200.00	$0.00	100%
5	Service Taps	37	EA	$ 125.00	$4,625.00	37.00	0.00	37.00	$4,625.00	$4,625.00	$0.00	100%
6	2" Gas Sleeves	600.00	LF	$ 4.00	$2,400.00	600.00	0.00	600.00	$2,400.00	$2,400.00	$0.00	100%
7	4" Gas Sleeves	150.00	LF	$ 7.25	$1,087.50	150.00	0.00	150.00	$1,087.50	$1,087.50	$0.00	100%
8	8" Gas Sleeves	150.00	LF	$ 12.00	$1,800.00	150.00	0.00	150.00	$1,800.00	$1,800.00	$0.00	100%
					$230,797.50				$230,797.50	$230,797.50	$0.00	100%

MISCELLANEOUS

CHANGE ORDER 3												
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	CONTRACT AMOUNT	PREVIOUS QTY	QTY THIS EST	QTY TO DATE	COST TO DATE	PREVIOUS COST	COST THIS ESTIMATE	%
1	Mobilization of 200 excavator	1.00	LS	$ 500.00	$500.00	1.00	0.00	1.00	$500.00	$500.00	$0.00	100%
2	Lower cub inlet and associated 18" RCP on Sycamore Fig Bend	1.00	LS	$ 2,360.00	$2,360.00	1.00	0.00	1.00	$2,360.00	$2,360.00	$0.00	100%
3	Deletion of 10' cub inlet on Blended Tree Ranch Drive	-1.00	LS	$ 5,282.30	($5,282.30)	-1.00	0.00	-1.00	($5,282.30)	($5,282.30)	$0.00	100%
4	3" SCH 40 Conduit	145	LF	$ 3.50	$507.50	145.00	0.00	145.00	$507.50	$507.50	$0.00	100%
5	Transformer Pads	3.00	EA	$ 1,325.00	$3,975.00	3.00	0.00	3.00	$3,975.00	$3,975.00	$0.00	100%
6	Secondary Enclosures	2.00	EA	$ 500.00	$1,000.00	2.00	0.00	2.00	$1,000.00	$1,000.00	$0.00	100%
7	Native Seed Hydromulch	1.00	LS	$ 7,865.39	$7,865.39	1.00	0.00	1.00	$7,865.39	$7,865.39	$0.00	100%
					$10,925.59				$10,925.59	$10,925.59	$0.00	100%
TOTAL CONTRACT					$1,697,066.06				$1,697,066.06	$1,697,066.06	$0.00	100%

TOTAL COMPLETED TO DATE	$	1,697,066.06
TOTAL COMPLETED/ STORED TO DATE	$	1,697,066.06
RETAINAGE HELD	$	-
TOTAL CPLT LESS RETAINAGE	$	1,697,066.06
LESS PREVIOUS BILLINGS	$	1,527,359.45
CURRENT PAYMENT DUE	$	169,706.61

ORIGINAL CONTRACT AMOUNT	$	1,379,514.27
CONTRACT CHANGES	$	317,551.79
TOTAL CONTRACT W/ CHANGES	$	1,697,066.06
WORK COMPLETED TO DATE	$	1,697,066.06
BALANCE TO COMPLETE	$	-

AGENDA ITEM # 11

Executive Summary

November 20, 2014

Agenda Subject:	Consideration of a License Agreement for the installation and maintenance of irrigation, landscape, hardscape, and decorative lighting within the City rights-of-way.
Background:	Taylor Morrison Homes has requested a license agreement to construct, install, and maintain (1) irrigation system for landscaping; (2) landscaping; (3) hardscape; and (4) decorative street lighting the rights of way in the Bluffs at Crystal Falls Subdivision as shown in Exhibits A & B.
Origination:	Applicant: Michael Slack on behalf Taylor Morrison
Financial Consideration:	None
Recommendation:	Staff recommends approval of the assignment.
Attachments:	1. License Agreement 2. Exhibits A & B 3. Insurance Certificate
Prepared By:	Tom Yantis, AICP Assistant City Manager 11/12/2014

LICENSE AGREEMENT

The City of Leander, Texas, a municipal corporation and political subdivision of the State of Texas situated in Travis & Williamson Counties, Texas ("the City" or "Licensor"), and Taylor Morrison at Crystal Falls, LLC, a Texas limited liability company ("Licensee") enter into this License Agreement ("Agreement") on this the ____ day of _____, 2014, upon the terms and conditions set forth below.

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

Construction, installation, and maintenance of the following improvements for the Bluffs at Crystal Falls Subdivision (the "Subdivision") located in the rights-of-way of all roadways located in the Subdivision and the lots shown on Exhibit A, being: landscaping, irrigation, hardscape, and decorative street lights; hereinafter referred to as the "Improvements". The general locations of the rights-of-way and lots containing the Improvements are more particularly shown in Exhibits "A" Limits of Landscaping, Irrigation & Hardscape and Exhibit "B" Decorative Street Lights Limits. The rights-of-way and lots are more particularly shown on the approved final plats of the Subdivision proposed within the boundary of the Subdivision shown in Exhibits "A" and "B".

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

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

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

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

III. THE CITY'S RIGHTS TO LICENSED PROPERTY. This Agreement is expressly subject and subordinate to the present and future right of the City, its successors, assigns, lessees, grantees,

and Licensees, to construct, install, establish, maintain, use, operate, and renew any public utilities facilities, franchised public utilities, rights-of-way, roadways, or streets on, beneath, or above the surface of the licensed property.

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

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

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

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

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

VI. CONDITIONS.

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

Agreement by, or on behalf of, Licensee.

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

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

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

Licensee Address	**Licensor Address**
Taylor Morrison at Crystal Falls, LLC Attn: Adib R. Khoury 11200 Lakeline Blvd., Ste 150A Austin, Texas 78717	City of Leander Attention: City Manager P.O. Box 319 Leander, Texas 78641

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

VIII. TERMINATION.

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

B. Termination by City. Subject to prior written notification to Licensee or its successor-in-

interest, this Agreement is revocable by the City if:

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

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

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

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

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

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

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

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

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

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

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

(b) The City Manager may approve an assignment, sublease, or transfer of interest in this

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

ACCEPTED, this the ____ day _____, 2014.

LICENSOR: CITY OF LEANDER, TEXAS

By:_____
Name: Kent Cagle
Title: City Manager

LICENSEE: TAYLOR MORRISON AT CRYSTAL FALLS, LLC, a Texas limited liability company
By: Taylor Morrison of Texas, Inc., a Texas corporation, its Manager

By: _____
Adib R. Khoury, Vice President

THE STATE OF TEXAS §
COUNTY OF _____ §

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

_____
Notary Public - State of Texas

THE STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day _____ 2014, by Adib R. Khoury, Vice President of Taylor Morrison of Texas, Inc., a Texas corporation as Manager of Taylor Morrison at Crystal Falls, LLC, a Texas limited liability company, on behalf of said corporation and said limited liability company.

_____
Notary Public - State of Texas

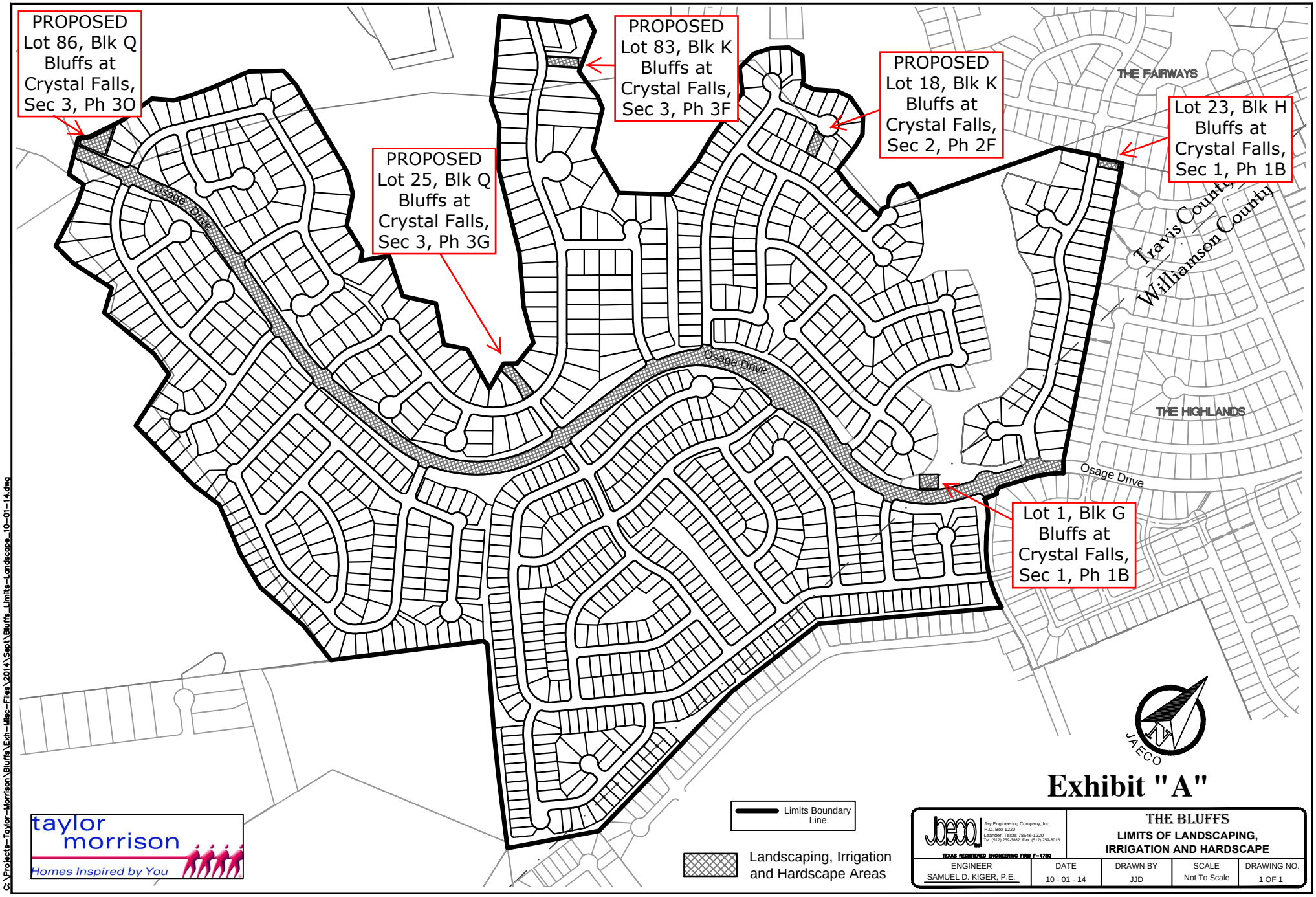
PROPOSED
Lot 86, Blk Q
Bluffs at
Crystal Falls,
Sec 3, Ph 3O
PROPOSED
Lot 83, Blk K
Bluffs at
Crystal Falls,
Sec 3, Ph 3F
PROPOSED
Lot 18, Blk K
Bluffs at
Crystal Falls,
Sec 2, Ph 2F
PROPOSED
Lot 25, Blk Q
Bluffs at
Crystal Falls,
Sec 3, Ph 3G
Lot 23, Blk H
Bluffs at
Crystal Falls,
Sec 1, Ph 1B
Lot 1, Blk G
Bluffs at
Crystal Falls,
Sec 1, Ph 1B
THE FAIRWAYS
THE HIGHLANDS
Travis County
Williamson County
Osage Drive
Osage Drive
Osage Drive
JAECO
taylor morrison
Homes Inspired by You
Limits Boundary Line
Landscaping, Irrigation and Hardscape Areas
Jay Engineering Company, Inc.
P.O. Box 1220
Leander, Texas 78646-1220
Tel. (512) 259-3882 Fax. (512) 259-8016
TEXAS REGISTERED ENGINEERING FIRM F-4780
THE BLUFFS
LIMITS OF LANDSCAPING, IRRIGATION AND HARDSCAPE
ENGINEER
SAMUEL D. KIGER, P.E.
DATE
10 - 01 - 14
DRAWN BY
JJD
SCALE
Not To Scale
DRAWING NO.
1 OF 1
C:\Projects-Taylor-Morrison\Bluffs\Exh-Misc-Files\2014\Sept\Bluffs_Limits-Landscape_10-01-14.dwg

Exhibit "A"

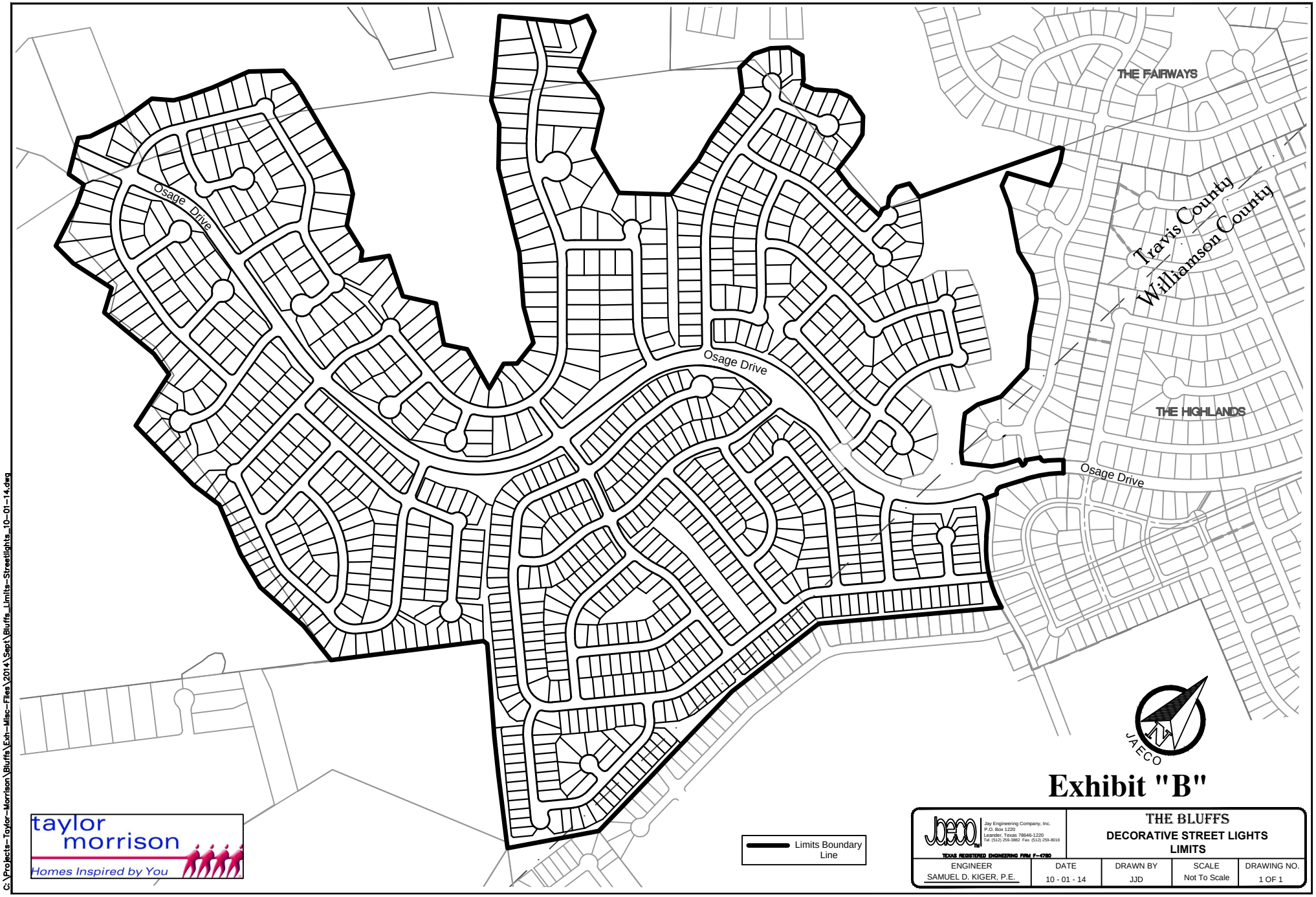

Exhibit "B"

Jay Engineering Company, Inc.
P.O. Box 1220
Leander, Texas 78646-1220
Tel. (512) 259-3882 Fax. (512) 259-8016
TEXAS REGISTERED ENGINEERING FIRM F-4780

THE BLUFFS
DECORATIVE STREET LIGHTS
LIMITS

ENGINEER	DATE	DRAWN BY	SCALE	DRAWING NO.
SAMUEL D. KIGER, P.E.	10 - 01 - 14	JJD	Not To Scale	1 OF 1

C:\Projects-Taylor-Morrison\Bluffs\Exh-Misc-Files\2014\Sept\Bluffs_Limits-Streetlights_10-01-14.dwg

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/06/2014

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

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

PRODUCER

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

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

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Greenwich Insurance Company	22322-000
INSURER B: XL Specialty Insurance Company	37885-001
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

Taylor Morrison, Inc.
4900 N. Scottsdale Road
Suite 2000
Scottsdale, AZ 85251

COVERAGES **CERTIFICATE NUMBER: 21257293** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	Y		RGD943729201	3/1/2014	3/1/2015	EACH OCCURRENCE	$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurence)	$ 100,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$
	X $2M Comp/Op Occ						PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
	X POLICY PRO-JECT LOC							$
A	AUTOMOBILE LIABILITY			CAH740906602	3/1/2014	3/1/2015	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY(Per person)	$
	ALL OWNED AUTOS / X SCHEDULED AUTOS						BODILY INJURY(Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
	X $1000 Ded Comp / X $1000 Ded Collision							$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N / A		CWD740921701	3/1/2014	3/1/2015	X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

Named Insured includes: Taylor Morrison of Texas, Inc and Taylor Morrison at Crystal Falls, LLC

Address: 805 Las Cimas Pkwy, Suite 350, Austin, TX 78746

City of Leander is an Additional Insured as required by written contract. Waiver of subrogation applies by written contract.

CERTIFICATE HOLDER

City of Leander
701 Leander Drive
Leander, TX 78641

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Coll:4354924 Tpl:1778545 Cert:21257293

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AGENDA ITEM # 12

Executive Summary

November 20, 2014

Agenda Subject:	**A**pproval of the release and termination of the drainage, right-of-way, and public utility easement associated with the Lot 5A of the Bagdad Meadows Unit 2 Replat, Leander, Williamson County, Texas.
Background:	The City has reviewed and approved the short form final plat associated with this property that relocates the drainage easement. This location is based on floodplain permit that relocated the drainage easement to allow for the development of the property.
Origination:	Applicant: Kurt Prossner, PE on behalf MPE Realty.
Financial Consideration:	None
Recommendation:	Staff recommends approval of the request.
Attachments:	1. Bagdad Meadows Easement Release 2. Exhibit A
Prepared By:	Tom Yantis Assistant City Manager 11/13/2014

RELEASE AND TERMINATION OF DRAINAGE, RIGHT-OF- PUBLIC UTILITY EASEMENT

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

WHEREAS, by Restrictive Covenant, recorded in Volume 1334, Page 339 of the Official Records of the Williamson County Deed Records, the Jonas Silberstein conveyed a public utility easement (the "PUE") over 0.832 acres of Lot 5A of the Bagdad Meadows Unit 2, Replat Leander, Williamson County, Texas recorded in Cabinet FF, Slide, 227 of the Plat Records of Williamson County, Texas, that certain real property marked and shown as the PUE on the attached Exhibit "A", for drainage, right-of-way, and public utilities; and

WHEREAS, the City of Leander (the "City" has determined that the PUE is no longer necessary for use by the City and that no City infrastructure is located in the PUE;

WHEREAS, the City desires to terminate and grant a release of the City's interest in the PUE; and

NOW THEREFORE, for ten dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the benefit of all present and future owners of the Property, or any portion thereof, the City has **RELEASED AND TERMINATED** and, by these presents, does **RELEASE AND TERMINATE** the PUE. By execution hereof, the City confirms and acknowledges the PUE will be of no further force or effect.

EXECUTED TO BE EFFECTIVE the ____ day of _____, 2014.

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

_____ _____
Debbie Haile, City Secretary Christopher Fielder, Mayor

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ___day of _____, 2014.

[Seal] _____
Notary Public in and for the State of Texas
My Commission Expires:_____

PHOTOGRAPHIC MYLAR

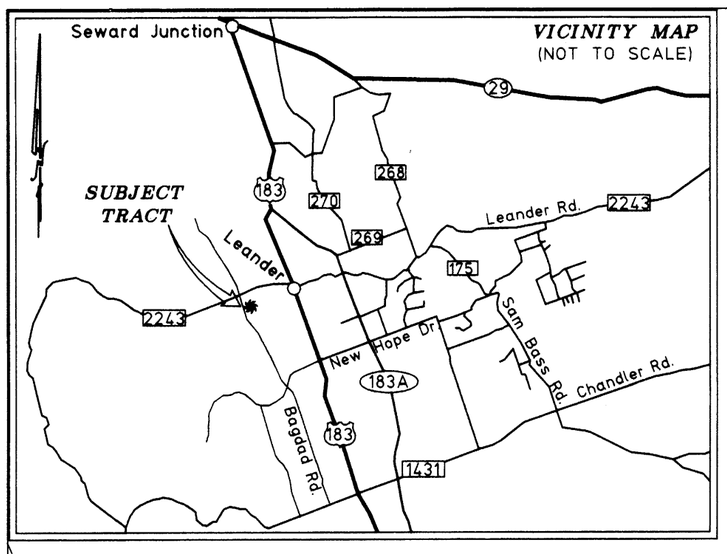
ATTACHMENT A

LOT 5, BAGDAD MEADOWS, UNIT 2, REPLAT
WILLIAMSON COUNTY, TEXAS

BEING 3.872 ACRES OF LAND OUT OF THE ELIJAH D. HARMON SURVEY, ABSTRACT NO. 6 IN WILLIAMSON COUNTY, TEXAS.

0 25 50

SCALE 1" = 50'

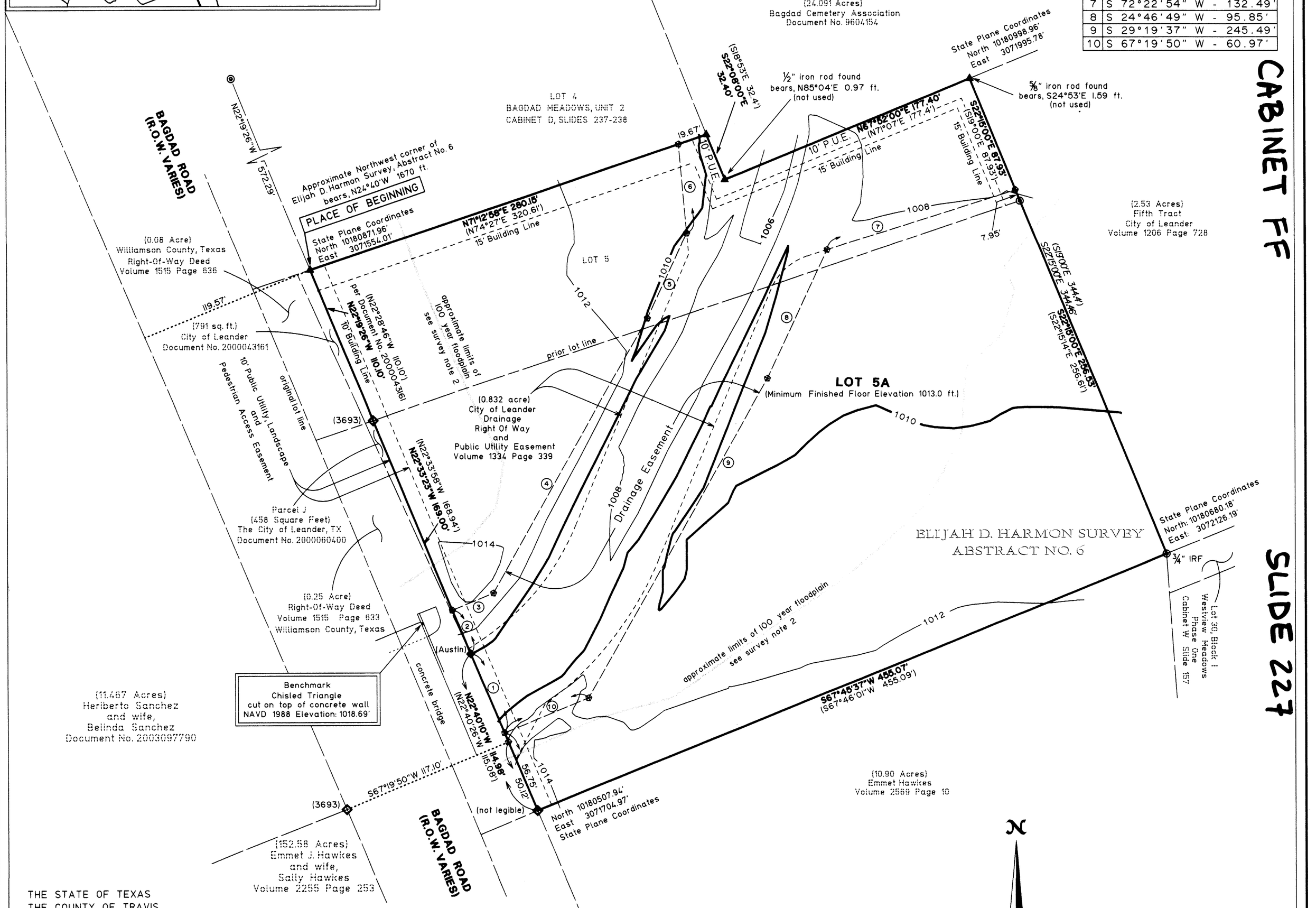


Legend

- ½" Iron Rod Found (unless noted)
- ½" Iron Rod Set with plastic cap imprinted with "Holt Carson, Inc."
- ½" Iron Rod Found with plastic cap imprinted as noted
- Calculated Point
- Approximate Limits of 100 Year Floodplain see survey note 2

(Record Bearing and Distance)

NUMBERED COURSES				
1	N 22°40'10"	W	-	58.23'
2	N 22°40'10"	W	-	31.77'
3	N 67°19'49"	E	-	29.91'
4	N 29°19'37"	E	-	210.92'
5	N 24°46'49"	E	-	63.35'
6	N 5°03'35"	W	-	59.77'
7	S 72°22'54"	W	-	132.49'
8	S 24°46'49"	W	-	95.85'
9	S 29°19'37"	W	-	245.49'
10	S 67°19'50"	W	-	60.97'



THE STATE OF TEXAS
THE COUNTY OF TRAVIS

I, Holt Carson, am authorized under the laws of the State of Texas to practice the profession of surveying and hereby certify that this plat was prepared from an actual and accurate on-the-ground survey of the land shown hereon, that the survey was completed in accordance with the minimum standards of practice established by the Texas Board of Professional Land Surveying, that the corner monuments shown hereon were properly placed under my direction and supervision in accordance with the subdivision regulations of the City of Leander, Texas, and that al lots meet the City of Leander's minimum lot requirements, Article 11, Section 24, (b), (3), (i) of the City of Leander Zoning Ordinance. All easements of record as found on Title Commitment GF No. 2421007063 as prepared by Lawyers Title Insurance Coproration, Effective Date: October 18, 2007 are shown or noted hereon.

Holt Carson Registered Professional Land Surveyor No. 5166
HOLT CARSON INCORPORATED
1904 Fortview Road Austin, Texas 78704
(512)-442-0990

12-10-2008
Date

STATE OF TEXAS REGISTERED HOLT CARSON 5166 PROFESSIONAL LAND SURVEYOR

THE STATE OF TEXAS
THE COUNTY OF TRAVIS

I do hereby certify that the engineering work being submitted herein complies with all provisions of the Texas Engineering Practice Act, including Section 131.152 (e). I hereby acknowledge that any misrepresentation regarding this certification constitutes a violation of the Act, and may result in criminal, civil and/or administrative penalties against me as authorized by the Act.

A portion of this tract is within the Zone AE (areas determined to be within the 100 year flood plain) according to the Federal Emergency Management Agency Flood Insurance Administration FIRM Panel No. 481536 0455 C, dated September 26, 2008. I further certify that this tract is not located in the Edwards Aquifer Recharge Zone.

Kurt M. Prossner, P.E. No. 58191
PROSSNER AND ASSOCIATES, INC.
13377 Pond Springs Road
Austin, Texas 78729
(512) 918-3343

STATE OF TEXAS KURT M. PROSSNER 58191 REGISTERED PROFESSIONAL ENGINEER

12/11/08
Date

SURVEY NOTES:

1.) All bearings and coordinates shown hereon are referenced to: Texas Coordinate System, North American Datum 1983 (NAD83), Central Zone (4203), Units, U.S. Survey feet.
Combined Scale Factor: 0.99986502
All distances shown hereon are surface values.

2.) The limits of the 100 year floodplain as shown hereon were scaled from the graphic depiction of the 100 year floodplain as shown on the Federal Emergency Management Agency Flood Insurance Administration FIRM Panel No. 481536 0455 C, dated: September 26, 2008.

OWNER: MICHAEL ELMORE
1105 S. GABRIEL DR.
LEANDER, TX 78641
STREET L.F. = 0
LOTS = 1
BLOCKS = 1
TOTAL ACREAGE = 3.872

CABINET FF

SLIDE 227

DOC.#2008093442

AGENDA ITEM # 13

Executive Summary

November 20, 2014

Agenda Subject:	Consider an ordinance amending Chapter 13 of the Code of Ordinances to add a provision related to underground utilities.
Background:	The City's policy for all new utility infrastructure to be installed underground is currently codified in the zoning and subdivision ordinances. This addition to Chapter 13 will provide for the policy to be included in Chapter 13 of the Code of Ordinances which pertains to all utilities.
Origination:	Staff
Financial Consideration:	None
Recommendation:	Staff recommends approval of the ordinance.
Attachments:	1. Ordinance
Prepared By:	Tom Yantis Assistant City Manager 11/12/2014

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, ADDING SECTION 13.01.004 TO THE CODE OF ORDINANCES TO REQUIRE UTILITY LINES TO BE INSTALLED UNDERGROUND; PROVIDING FOR A PROCESS FOR REQUESTING EXCEPTIONS; PROVIDING SEVERABILITY, EFFECTIVE DATE AND OPEN MEETINGS CLAUSES; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the City of Leander, Texas (the "City"), a home rule municipality, is authorized by the City Charter to regulate and control the distribution of utilities and services within the city; and

WHEREAS, it is reasonable and necessary for the City to require utility and service lines to be installed underground to promote the public health, safety, and welfare, to enhance the aesthetic appearance of the City, and to promote economic development;

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 incorporated into this Ordinance as findings of fact by the City Council of Leander, Texas. The City Council hereby further finds and determines that the provisions of this ordinance are reasonable and necessary to protect the public health, safety and quality of life.

Section 2. Underground Utility and Service Lines. Article 13.01, Leander Code of Ordinances, is hereby amended by adding Section 13.01.004 to read as follows:

> **Section 13.01.004. Installation of Utility and Service Lines.**
> Any person or utility installing or causing to be installed any utility or service line within the City shall install such utility or service line underground. Utility or service line shall include, but not be limited to water, wastewater, gas, electric, cable, internet, and propane lines. In unique or unusual circumstances, a person may request an exception to the requirements of this section by submitting a written request for an exception to the Planning Department. The City Engineer may grant an exception if an exception is required by applicable building codes or for public safety reasons. The City Engineer's decision may be appealed in writing to the Planning and Zoning Commission within ten days of the City Engineer's decision. The Commission's decision may be appealed to the City Council within ten days of the Commission's decision. The City Council's decision will be final.

Section 3. Amendment of Ordinances. Article 13.01 is hereby amended as provided herein. All provisions of the Leander Code of Ordinances inconsistent with or in conflict with this ordinance are hereby amended to the extent of such inconsistency or conflict. In the event of a conflict or inconsistency between this ordinance and any other code or ordinance of the City, the

terms and provisions of this ordinance shall govern.

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

Section 5. Effective Date. This ordinance shall take effect immediately from and after its passage.

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

PASSED AND APPROVED on this _____ day of _____, 2014.

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

_____ _____

Debbie Haile, City Secretary Christopher Fielder, Mayor

Executive Summary

November 20, 2014

Agenda Subject: Zoning Case 14-Z-027: Hold a public hearing and consider action on the rezoning of a 5.69 acre tract of land, more or less, located at 1001 Horizon Park Blvd, WCAD Parcel# R036572. Currently, the property is zoned TF-2-B (Two-Family) and the applicant is proposing to zone the property PUD (Planned Unit Development), Leander, Williamson County, Texas.

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

Origination: Applicant: Howard Kirk on behalf of Willie Kopecky, Jr. and Sue Kopecky.

Financial Consideration: None

Recommendation: See Planning Analysis. The Planning & Zoning Commission recommended to approve the zoning request with the following conditions at the November 13, 2014 meeting.

1. No neon signs are permitted (no exposed bulbs). Only back lighting can be utilized on the sign
2. The project shall comply with the Type B Architectural Component with the condition that the masonry shall be reduced to 40%.
3. Porte Cocheres are not permitted, each unit will be required to have an enclosed garage.

The motion passed with a four to two vote (Stephenson and Seiler opposing).

Attachments:

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

6. Letter of Intent
7. Ordinance
8. Minutes–Planning & Zoning Commission November 13, 2014

Prepared By: Tom Yantis, AICP
Assistant City Manager 11/14/2014

PLANNING ANALYSIS

ZONING CASE 14-Z-027
STARLIGHT VILLAGE PUD

GENERAL INFORMATION

Owner: Willie Kopecky, Jr. and Sue Kopecky.

Current Zoning: TF-2-B (Two-Family)

Proposed Zoning: PUD (Planned Unit Development)

Size and Location: The property located 1001 Horizon Park Blvd and includes approximately 5.69 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	SFU/MH-2-B	Established Single-Family Home
EAST	SFU-2-B	Established Single-Family Neighborhood (Oakridge)
SOUTH	SFU/MH-2-B	Established Single-Family Home
WEST	HC-4-D	Developed Commercial Property Undeveloped Property Zoned Heavy Commercial

COMPOSITE ZONING ORDINANCE & SMARTCODE INTENT STATEMENTS

PUD – PLANNED UNIT DEVELOPMENT:

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

COMPREHENSIVE PLAN STATEMENTS:

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

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

ANALYSIS:

The applicant is requesting the PUD (Planned Unit Development) district in order to allow for the development of a detached single-family condominium project. The Planning & Zoning Commission recommended approval of the TF-2-B (Two-Family) zoning district at the March 27, 2014 meeting and was later approved by City Council.

The properties to the north, west, and south are currently developed as single-family homes. The property to the west is developed as a commercial project and is part of the Industrial District identified on the Future Land Use Plan.

The applicant is proposing a condominium style project that would include a total of thirty units on the property. The base zoning district for this PUD is MF-2-B (Multi-Family).

A PUD district is an appropriate district in this situation because it offers the applicant the opportunity to design a zoning district that will provide for a condominium style residential development with limits to the permitted density.

Variations from the Composite Zoning Ordinance:

- The applicant is proposing to reduce the masonry requirement from 85% to 40% if the homes conform to the architectural style shown in the PUD. The Type B architectural

component requires that 85% of the first story walls and 50% overall (all stories) are masonry. The Type A architectural component requires that 85% of the entire building is masonry.

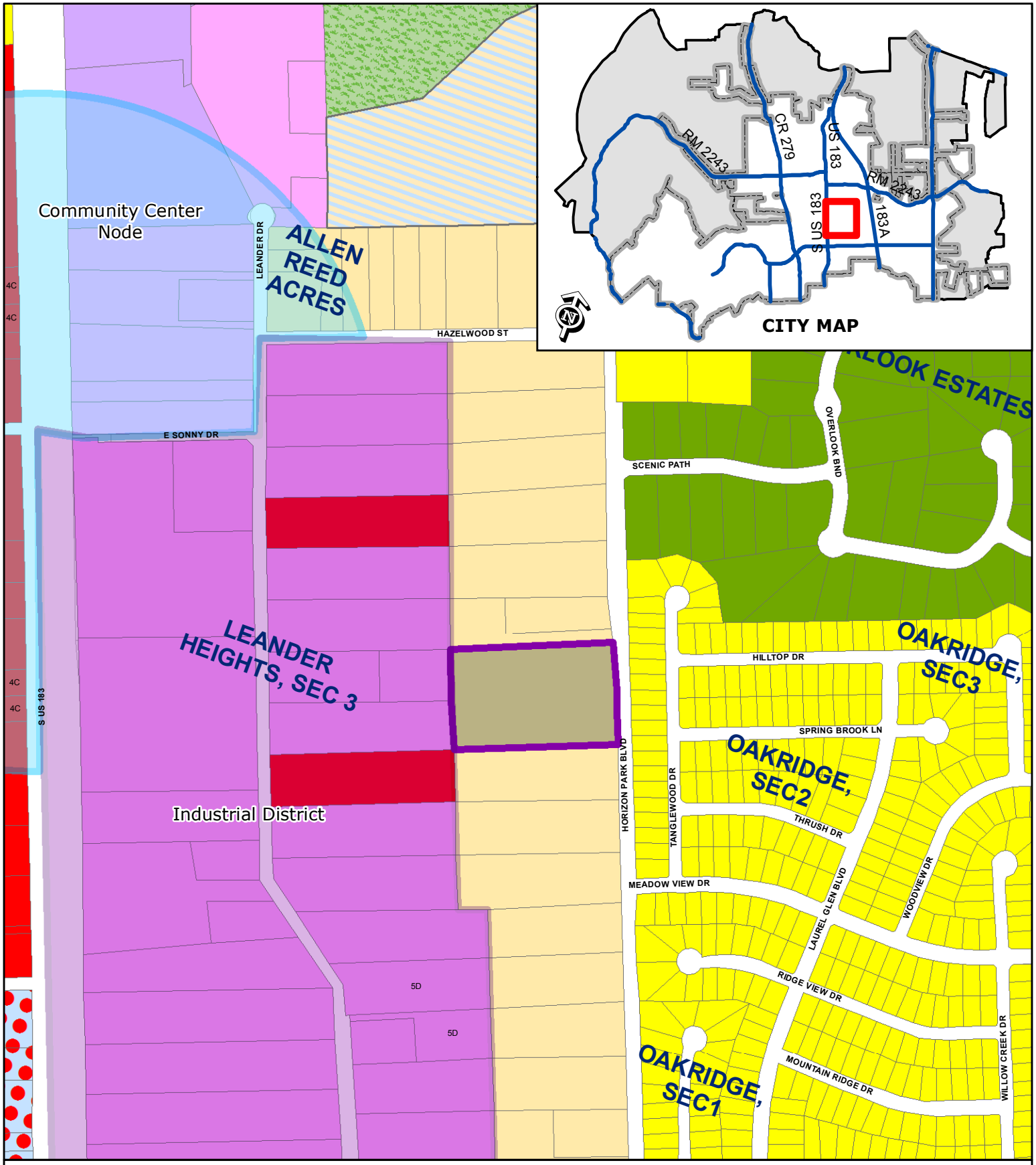
- The applicant is requesting to eliminate the requirement for an enclosed garage and substitute a porte cochere. The porte cochere will meet the masonry requirements established by the PUD.
- A neon sign is proposed at the entrance of the subdivision. Currently, neon signs are not permitted for residential developments.
- Perimeter fencing shall be masonry including brick, stone, or stucco. Currently, products such as woodcrete are permitted. This change would require a higher quality masonry wall.

STAFF RECOMMENDATION:

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

1. The neon sign is not permitted. The location of the sign will be across the street from an existing residential subdivision.
2. The project complies with the Type B Architectural Component.

The proposed land use is compatible with the neighboring properties. This request meets the intent statements of the Composite Zoning Ordinance.



ZONING CASE 14-Z-027

Attachment #2

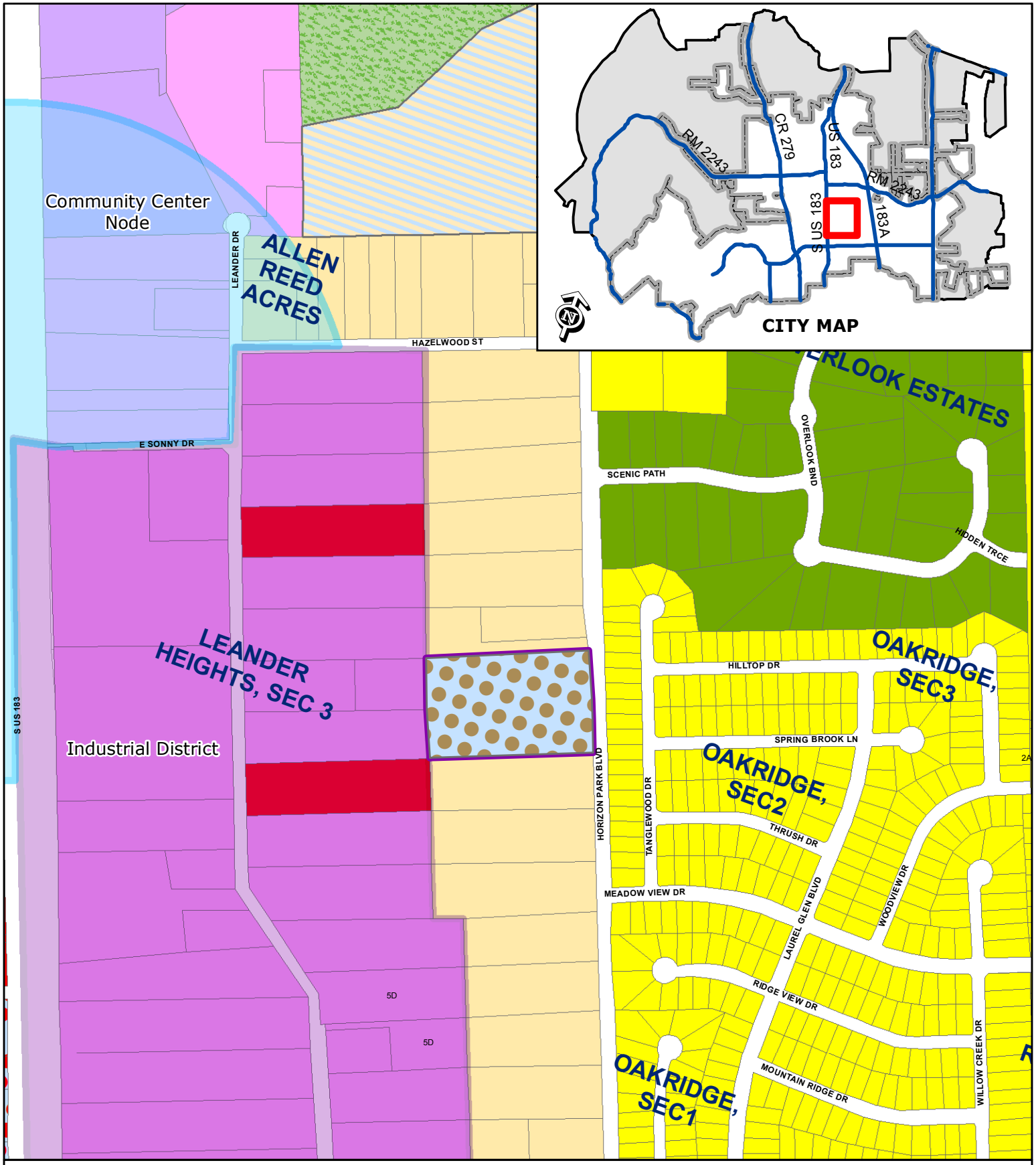
Current Zoning Map
Starlight Village PUD

N

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

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

0 200
Feet



ZONING CASE 14-Z-027

Attachment #3

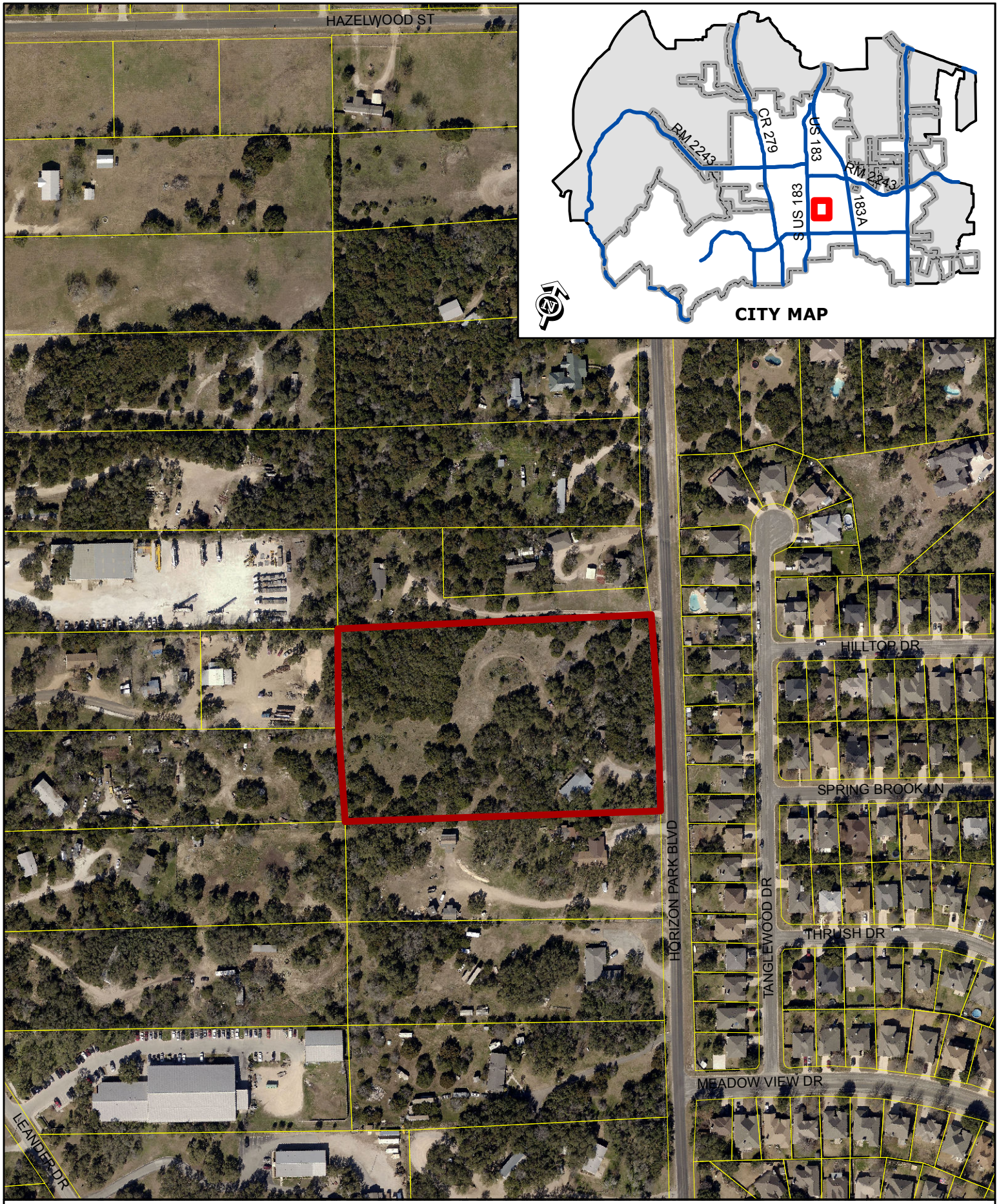
Proposed Zoning Map
Starlight Village PUD

N

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

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

0 200
Feet



ZONING CASE 14-Z-027 Attachment #4

Aerial Exhibit - Approximate Boundaries
Starlight Village PUD

0 200
Feet

Subject Property
City Limits

EXHIBIT A
Starlight Village - PUD

1. Base zoning districts:
    A. The base zoning district for the PUD is MF-2-B (Multi-Family) as provided in this PUD Plan.

2. PUD Area = 5.69 Acres

3. The use shall be a detached single-family condominium residential development

4. The maximum area of the first floor of any building shall be 1800 square feet of conditioned area.

5. MAXIMUM UNIT COUNT: The project shall be limited to 40 units with the condition that either two points of ingress/egress are provided or all units have a fire sprinkler system.

6. LIGHTING: Street lights will not be required but are permitted. Street light(s) will be provided at the entrance to the subdivision.

7. ACCESS/PRIVATE DRIVES: See Exhibit B for detailed cross section of vehicular access easement. Minimum centerline radius for private drives is 37.5 feet. The access drive alignment, building pads and island locations may vary to minimize disturbance to significant trees and natural topographic features. Private drives will have a 23-foot wide pavement width with 18-inch ribbon curbs. The project will be gated.

8. RESIDENTIAL SETBACKS: Front building setbacks shall be a minimum of 18-feet from back of curb. Building separation shall be a minimum of 10-feet. Eave overhang is not included in calculations for minimum building separation. A minimum of seven-foot clear zone between building roof lines will be provided.

9. PERIMETER SETBACKS: Minimum perimeter setbacks are as follows:
    a. All buildings will be setback a minimum of 15-feet from the perimeter lot line.

10. SIDEWALKS: Sidewalks are required along Horizon Park Blvd. Sidewalks are not required in the interior of the project.

11. MASONRY: At least 40% of the exterior surface areas shall be masonry materials (ledge stone, fieldstone, cast stone, painted stucco, non-reflective glass façade, glass block, or factory tinted split faced concrete masonry unit). The remaining exterior wall surface shall be comprised of those materials listed above or Fiber Cement/LP Smartside products (including plank, shingle, etc). All other masonry standards associated with the Type B Architectural Component shall apply. The homes shall substantially conform to the architectural style shown below, otherwise, the Type B Architectural Component shall apply.

12. PORTE COCHERES: Garages are not required for this project. Units will have an attached porte cochere with an enclosed 4x8 storage area (minimum) to the rear of the porte-cochere with driveways at least 18- feet long and 9-feet wide. Each porte cochere may be flush or behind the primary façade (porches are considered part of the primary façade). Each porte cochere shall include 2 screening walls which conform to the masonry requirements stated above. The roofing on the porte cochere shall match the roofing on the home.

EXHIBIT A
Starlight Village - PUD

13. PARKING: 2.5 parking spaces per unit will be provided. Each unit shall have 1 covered parking space in the porte cochere and 1 parking space in the driveway. Additional parking will be provided by either additional driveway parking or in common off street parking spaces.

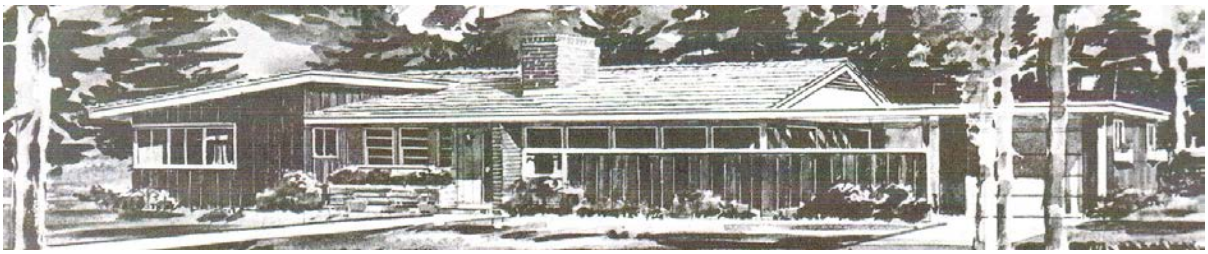
14. LANDSCAPE: A minimum of 50% of the significant trees shall be saved. The site will be re vegetated with native landscaping.

15. AMENITIES: A covered pavilion shall be provided for residents. Walking trails shall be installed throughout the community.

16. FENCING: The perimeter fencing for the development shall be masonry limited brick, stone or stucco. Individual yard fences shall be wrought iron or decorative tubular metal.

17. SIGNAGE: A neon sign, similar to picture below, shall be installed at the entrance to the development. The sign shall be approximately 10' wide and 2' tall.

EXAMPLES OF MID CENTURY MODERN FACADES:



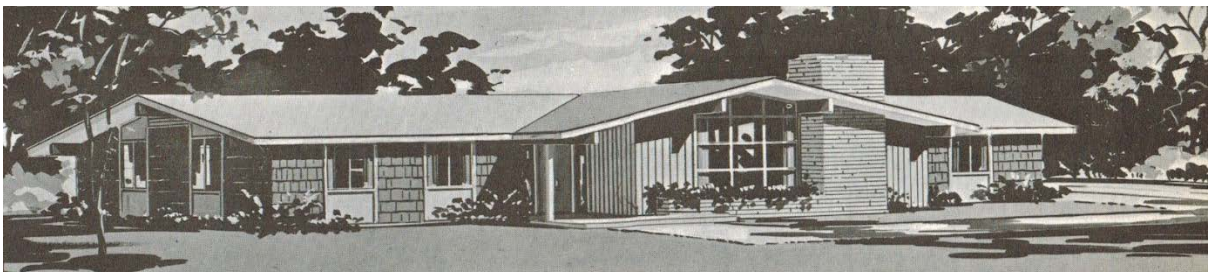


EXHIBIT A
Starlight Village - PUD

EXAMPLE OF PORTE COCHERE:

EXHIBIT A
Starlight Village - PUD

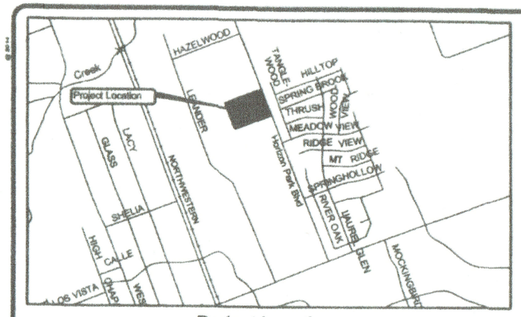
EXAMPLE OF SIGNAGE:

Exhibit B

Conceptual Site Layout and Land Use Plan

Starlight Village

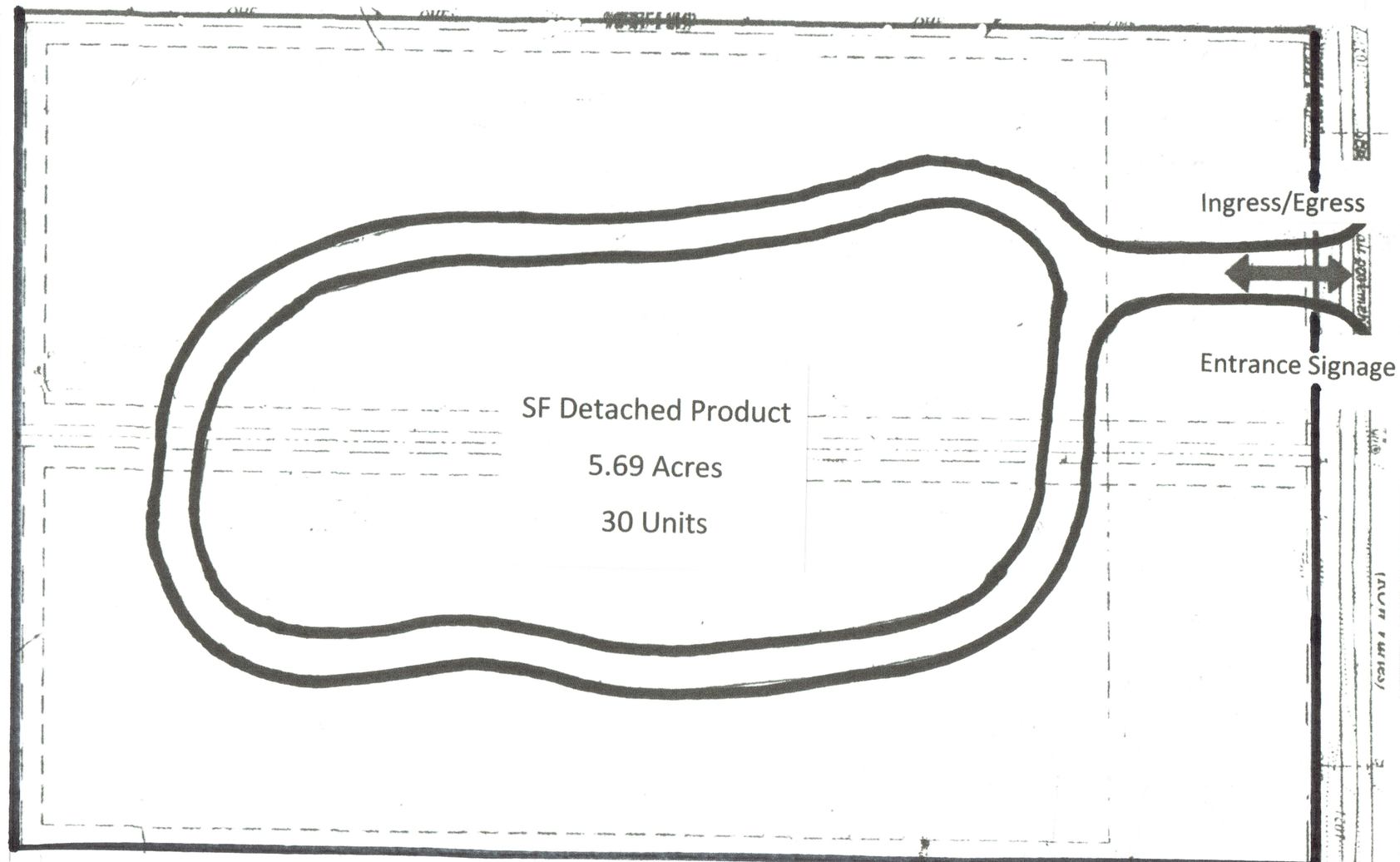
(This plan is conceptual. The street layout and standards have not been reviewed by staff. The subdivision ordinance and Transportation Criteria Manual regulations apply.)



Project Location
NTS

Site Development Data

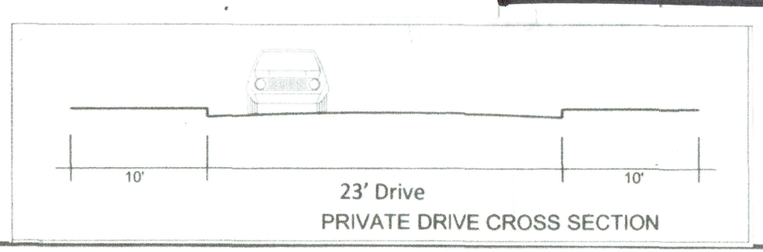
Developer:	Developer: Michael Kopecky 1502 Main Streeet Cedar PArk, TX 78613 Phone: 512.470.5521
Owner:	Willie Kopecky 123 Goodwater Street Georgetown, TX 78633 Phone: 512.913.2112
Engineer	Garrett-Ihnen Civil Engineers 12007 Technology Blvd, Ste 150 Austin, Texas 78727 Ph: (512) 454-2400
Landscape Architect	Russ Bragg Landscape Architect 3930 Bee Cave Road, Suite F Austin, Texas 78746 512.327.3388
Legal Description:	LEANDER HEIGHTS SEC 3, BLOCK B, LOT 29-30, MH SERIAL # 12309751A LABEL # TEX0133655 5.69 Acres
Zoning:	TF-2-B
Phasing:	No Phasing is Proposed



Typical Building Envelopes

51 x 51
Approx
2,600 sf

32 x 72
Approx 2,300 sf



Fire Access Note
503.1.1 Buildings and facilities. *Approved* fire apparatus access roads shall be provided for every facility, building or portion of a building hereafter constructed or moved into or within jurisdiction. The fire apparatus access road shall comply with the requirements of this section and shall extend to within 150 feet (45,720 mm) of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an *approved* route around the exterior of the building or facility.

0 50

Benchmark
T.B.M. #1 - Set nail in power pole
Elevation = 1029.21'

Legal Description
Leander Heights Section 3, Block B, Lots 29-30, MH Serial #12309751A Label #Tex 0133655, 5.69 acres

DATE: 10-Oct-14
DESIGNED: CGW
DRAWN: AE
CHECKED: BJL
JOB NO: KOP 14033

REVISIONS/CORRECTIONS

NO.	DESCRIPTION:	CITY APPROVAL/DATE

GARRETT-IHNEN
CIVIL ENGINEERS
12007 TECHNOLOGY BLVD.
SUITE 150
AUSTIN, TEXAS 78727
TELEPHONE: (512) 454-2400
FACSIMILE: (512) 454-2420
TBPE FIRM NO. F-630

STEVEN L. GREEN 91076

Starlight Village
1001 County Road 273
Leander, TX 78641-2005

Concept Plan

SHEET NUMBER
1 of 1

ATTACHMENT 6

October 3, 2014

Robin Griffin
Senior Planner
City of Leander
Planning Department
P.O. Box 319
Leander, Texas 78646

RE: Starlight Village – PUD Zoning Application – Letter of Intent

Dear Ms. Griffin,

I respectfully request the City of Leander consider the attached PUD Zoning Change Application for the 5.69 acre tract known locally as 1001 Horizon Park Blvd. The 5.69 acre tract described in this package is proposed to change from the current zoning of TF-2 to a PUD with base zoning district MF-2-B. The current zoning allows 54 living units to be built on the property. The proposed PUD will reduce the density to 40 detached single family condominiums. These mid-century modern homes will range in size from 1200 to 1800 square feet. This zoning will allow the developer to maximize the sites natural beauty, save existing trees and create a truly unique street scene. The community will be gated and the entire site will be maintained by an HOA.

Please do not hesitate to contact Howard Kirk at 512-844-0738 or build@dhhomestexas.com with any questions, comments or concerns.

Regards,

Mike Kopecky

ORDINANCE NO #

ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING A PARCEL OF LAND FROM TF-2-B (TWO-FAMILY) TO PUD (PLANNED UNIT DEVELOPMENT); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.

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

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

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

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

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

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

Section 3. Applicability. This ordinance applies to the following parcel of land, which is herein referred to as the “Property:” That certain parcels of land being 5.69 acres, more or less, located at 1001 Horizon Park Blvd, Williamson County, Texas, being legally described as Lots 29 & 30, Block B, Leander Heights Section 3 Subdivision; being more particularly described in Exhibit “C”; and identified by Williamson County tax identification numbers R036572.

Section 4. Property Rezoned. The Zoning Ordinance is hereby amended by changing the zoning district for the Property from TF-2-B (Two-Familyl) to PUD (Planned Unit Development) known as the Starlight Village PUD. The PUD shall be developed and occupied in accordance with this Ordinance, the PUD plan attached as Exhibits “A” and “B”, which are hereby adopted and incorporated herein for all purposes, and the Composite Zoning Ordinance to the extent not amended by this Ordinance. In the event of a conflict between the Composite Zoning Ordinance and the requirements for the Property set forth in this Ordinance, this Ordinance shall control.

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

Section 6. Severability. Should any section or part of this ordinance be held unconstitutional, illegal, or invalid, or the application to any person or circumstance for any reasons thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this ordinance are declared to be severable.

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

PASSED AND APPROVED on First Reading this the 20th day of November, 2014.
FINALLY PASSED AND APPROVED on this the 4th day of December, 2014.

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

EXHIBIT A
Starlight Village - PUD

1. Base zoning districts:
    A. The base zoning district for the PUD is MF-2-B (Multi-Family) as provided in this PUD Plan.

2. PUD Area = 5.69 Acres

3. The use shall be a detached single-family condominium residential development

4. The maximum area of the first floor of any building shall be 1800 square feet of conditioned area.

5. MAXIMUM UNIT COUNT: The project shall be limited to 40 units with the condition that either two points of ingress/egress are provided or all units have a fire sprinkler system.

6. LIGHTING: Street lights will not be required but are permitted. Street light(s) will be provided at the entrance to the subdivision.

7. ACCESS/PRIVATE DRIVES: See Exhibit B for detailed cross section of vehicular access easement. Minimum centerline radius for private drives is 37.5 feet. The access drive alignment, building pads and island locations may vary to minimize disturbance to significant trees and natural topographic features. Private drives will have a 23-foot wide pavement width with 18-inch ribbon curbs. The project will be gated.

8. RESIDENTIAL SETBACKS: Front building setbacks shall be a minimum of 18-feet from back of curb. Building separation shall be a minimum of 10-feet. Eave overhang is not included in calculations for minimum building separation. A minimum of seven-foot clear zone between building roof lines will be provided.

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    a. All buildings will be setback a minimum of 15-feet from the perimeter lot line.

10. SIDEWALKS: Sidewalks are required along Horizon Park Blvd. Sidewalks are not required in the interior of the project.

11. MASONRY: At least 40% of the exterior surface areas shall be masonry materials (ledge stone, fieldstone, cast stone, painted stucco, non-reflective glass façade, glass block, or factory tinted split faced concrete masonry unit). The remaining exterior wall surface shall be comprised of those materials listed above or Fiber Cement/LP Smartside products (including plank, shingle, etc). All other masonry standards associated with the Type B Architectural Component shall apply. The homes shall substantially conform to the architectural style shown below, otherwise, the Type B Architectural Component shall apply.

12. PORTE COCHERES: Garages are not required for this project. Units will have an attached porte cochere with an enclosed 4x8 storage area (minimum) to the rear of the porte-cochere with driveways at least 18- feet long and 9-feet wide. Each porte cochere may be flush or behind the primary façade (porches are considered part of the primary façade). Each porte cochere shall include 2 screening walls which conform to the masonry requirements stated above. The roofing on the porte cochere shall match the roofing on the home.

EXHIBIT A
Starlight Village - PUD

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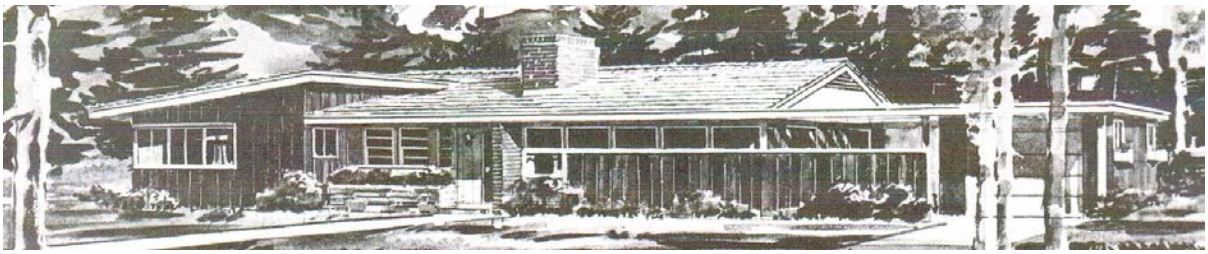
EXAMPLES OF MID CENTURY MODERN FACADES:



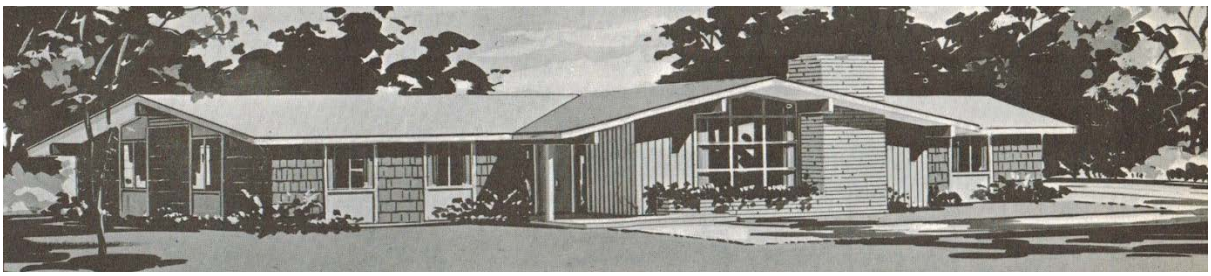


EXHIBIT A
Starlight Village - PUD

EXAMPLE OF PORTE COCHERE:

EXHIBIT A
Starlight Village - PUD

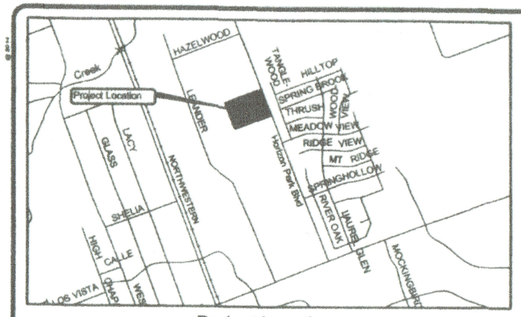
EXAMPLE OF SIGNAGE:

Exhibit B

Conceptual Site Layout and Land Use Plan

Starlight Village

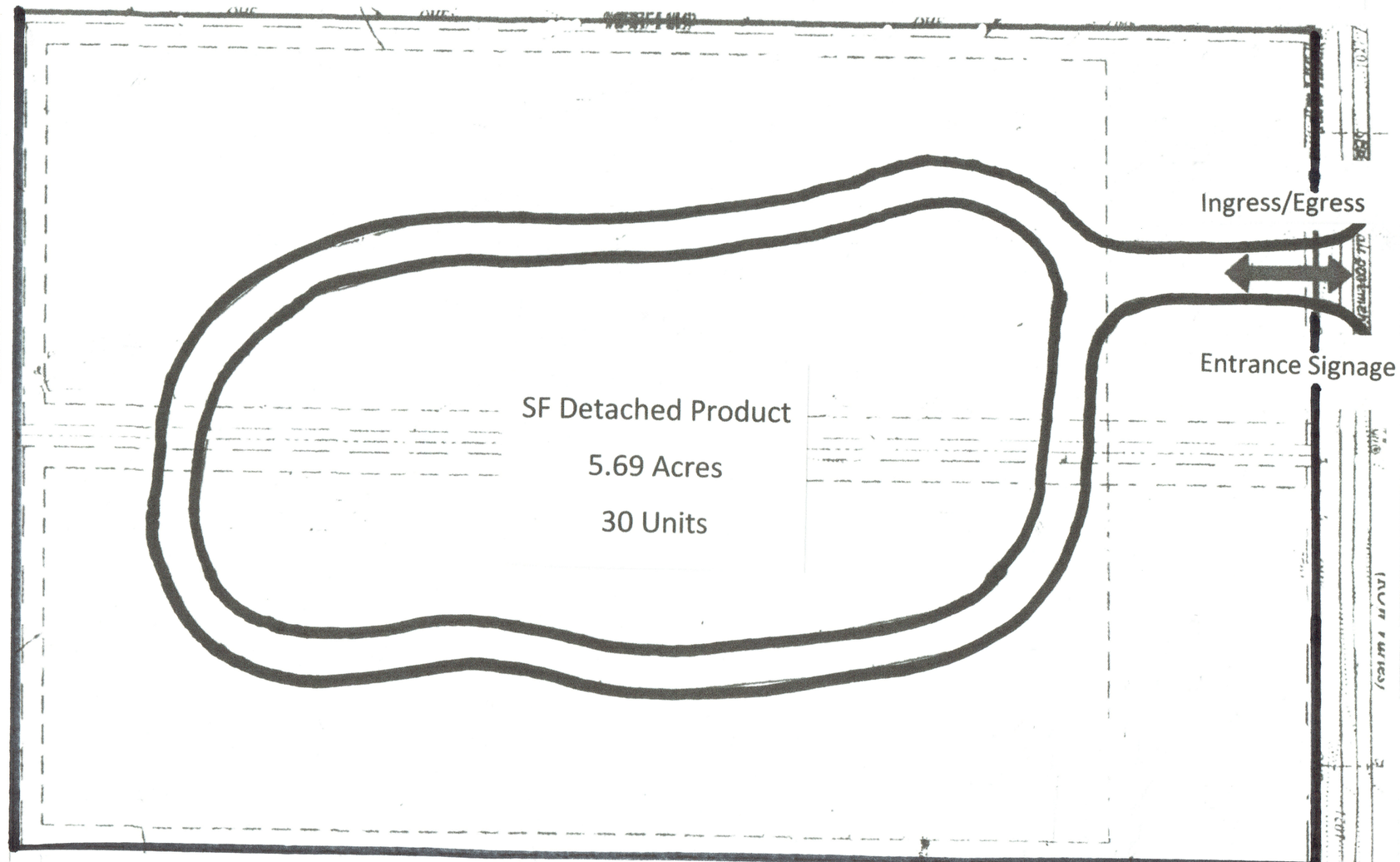
(This plan is conceptual. The street layout and standards have not been reviewed by staff. The subdivision ordinance and Transportation Criteria Manual regulations apply.)



Project Location
NTS

Site Development Data

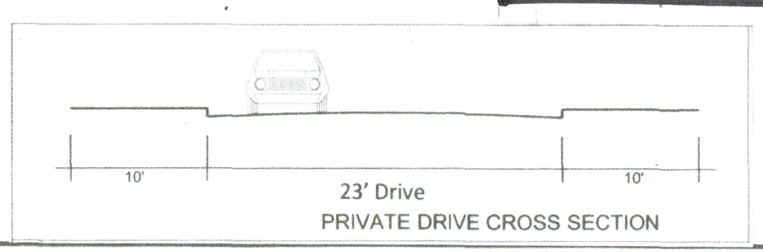
Developer:	Developer: Michael Kopecky 1502 Main Streeet Cedar PArk, TX 78613 Phone: 512.470.5521
Owner:	Willie Kopecky 123 Goodwater Street Georgetown, TX 78633 Phone: 512.913.2112
Engineer	Garrett-Ihnen Civil Engineers 12007 Technology Blvd, Ste 150 Austin, Texas 78727 Ph: (512) 454-2400
Landscape Architect	Russ Bragg Landscape Architect 3930 Bee Cave Road, Suite F Austin, Texas 78746 512.327.3388
Legal Description:	LEANDER HEIGHTS SEC 3, BLOCK B, LOT 29-30, MH SERIAL # 12309751A LABEL # TEX0133655 5.69 Acres
Zoning:	TF-2-B
Phasing:	No Phasing is Proposed



Typical Building Envelopes

51 x 51
Approx
2,600 sf

32 x 72
Approx 2,300 sf



Fire Access Note
503.1.1 Buildings and facilities. *Approved* fire apparatus access roads shall be provided for every facility, building or portion of a building hereafter constructed or moved into or within jurisdiction. The fire apparatus access road shall comply with the requirements of this section and shall extend to within 150 feet (45,720 mm) of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an *approved* route around the exterior of the building or facility.

0 50

Benchmark
T.B.M. #1 - Set nail in power pole
Elevation = 1029.21'

Legal Description
Leander Heights Section 3, Block B, Lots 29-30, MH Serial #12309751A Label #Tex 0133655, 5.69 acres

DATE: 10-Oct-14
DESIGNED: CGW
DRAWN: AE
CHECKED: BJL
JOB NO: KOP 14033

REVISIONS/CORRECTIONS

NO.	DESCRIPTION:	CITY APPROVAL/DATE

GARRETT-IHNEN
CIVIL ENGINEERS
12007 TECHNOLOGY BLVD.
SUITE 150
AUSTIN, TEXAS 78727
TELEPHONE: (512) 454-2400
FACSIMILE: (512) 454-2420
TBPE FIRM NO. F-630

STEVEN L. GREEN 91076

Starlight Village
1001 County Road 273
Leander, TX 78641-2005

Concept Plan

SHEET NUMBER
1 of 1

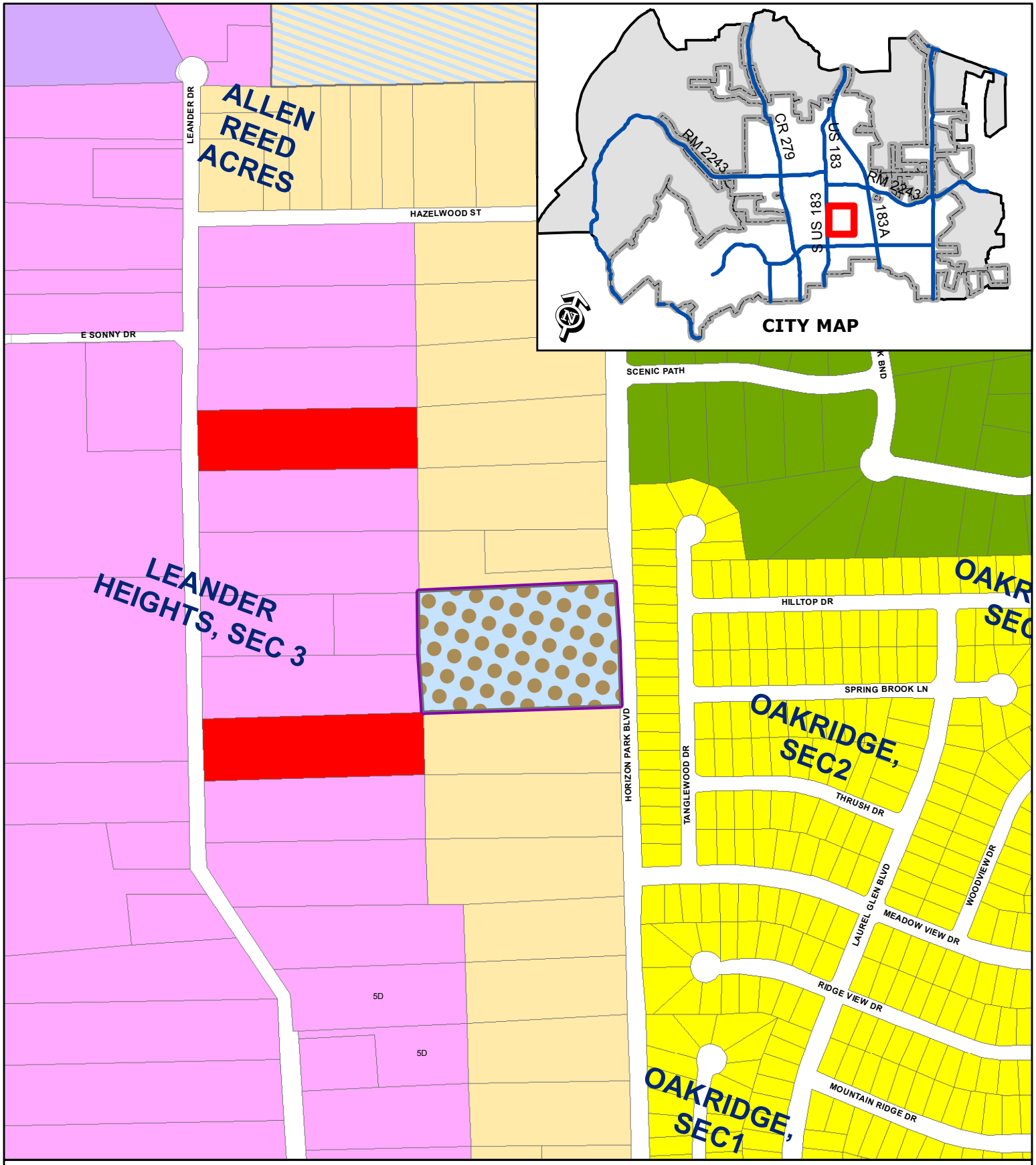


EXHIBIT C

Zoning Case 14-Z-027

Proposed Zoning Map
Starlight Village PUD

N

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

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

0 200
Feet

16. Zoning Case 14-TOD-Z-026: Hold a public hearing and consider action on the rezoning of a 33.67 acre portion tract of land, AW0134 – Cochran, C. Sur., more or less, generally located 850 feet from the northwest corner of the intersection of W. San Gabriel Pkwy and US 183, WCAD Parcel# R031694. Currently, the property is zoned PUD/TOD (Planned Unit Development/Transit Oriented Development) and the applicant is proposing an amendment to the PUD, Leander, Williamson County, Texas. Applicant: Bob Wunsch.

a) Staff Presentation

Robin Griffin, Senior Planner, stated that staff reviewed the request and it has staff approval.

b) Applicant Presentation

Mark Baker was present for questions

c) Open Public Hearing

Chairman Seiler opened the public hearing.
Frank Stiles spoke in favor of the project but also discussed his concerns.

d) Close Public Hearing

Chairman Seiler closed the public hearing.

e) Discussion

Discussion took place.

f) Consider Action

Commissioner Wixon moved to approve with staff recommendation, Vice Chairman Stephenson seconded the motion. Motion passed unanimously

17. Zoning Case 14-Z-027: Hold a public hearing and consider action on the rezoning of a 5.69 acre tract of land, more or less, located at 1001 Horizon Park Blvd, WCAD Parcel# R036572. Currently, the property is zoned TF-2-B (Two-Family) and the applicant is proposing to zone the property PUD (Planned Unit Development), Leander, Williamson County, Texas.

a) Staff Presentation

Robin Griffin, Senior Planner, stated that staff reviewed the request and it has staff approval.

b) Applicant Presentation

Mike Kopecky explained the purpose of his zoning.

c) Open Public Hearing

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

d) Close Public Hearing

Chairman Seiler closed the public hearing.

e) Discussion

Discussion took place.

f) Consider Action

Vice Chairman Stephenson moved to approve the zoning request with the following conditions:

1. **No neon signs are permitted (no exposed bulbs). Only back lighting can be utilized on the sign.**
2. **The project shall comply with the Type B Architectural Component with the condition that the masonry requirement may be reduced to 40%.**

Commissioner Anderson seconded the motion.

Commissioner Wixon moved to amend the motion to include the following:

1. **Porte Cocheres are not permitted, each unit will be required to have an enclosed garage.**

Commissioner Sokol seconded the motion. Motion for the amendment passed with a four to two vote (Vice Chairman Stephenson and Chairman Seiler opposing).

Commissioner Allen moved to amend the motion to include the following:

1. **Street lights are required within the project**

Commissioner Sokol seconded the motion. Motion for the amendment failed with a three to three vote (Vice Chairman Stephenson, Commissioner Anderson and Chairman Seiler opposing).

The main motion as amended passed with a four to two vote (Vice Chairman Stephenson and Chairman Seiler opposing).

18. Zoning Case 14-Z-028: Hold a public hearing and consider action on the rezoning of a 18.00 acre tract of land, more or less, generally located at the northwest corner of the intersection of Old 2243 W. and N. Bagdad Rd. and the northwest corner of the intersection of Northcreek Dr. and N. Bagdad Rd, WCAD Parcels #R304545 and #R304546. Currently the property is zoned LC-2-B (Local Commercial), and the applicant is proposing to the zone the property GC-3-C (General Commercial) and MF-2-A (Multi-Family), Leander, Williamson County, Texas. Applicant: Bruce Nakfoor on behalf of Firstmark Credit Union.

a) Staff Presentation

Martin Siwek, Planner, stated that staff reviewed the request and staff recommends approval of the requested MF-2-A (Multi-Family) and GC-3-C (General Commercial) districts, but recommends leaving the southern and western most 410' portion of the property as LC-2-B (Local Commercial).

b) Applicant Presentation

Bruce Nakfoor was present for questions

c) Open Public Hearing

Chairman Seiler opened the public hearing.
Blake Webb spoke against.

Executive Summary

November 20, 2014

Agenda Subject: Zoning Case 14-Z-028: Hold a public hearing and consider action on the rezoning of a 18.00 acre tract of land, more or less, generally located at the northwest corner of the intersection of Old 2243 W. and N. Bagdad Rd. and the northwest corner of the intersection of Northcreek Dr. and N. Bagdad Rd, WCAD Parcels #R304545 and #R304546. Currently the property is zoned LC-2-B (Local Commercial), and the applicant is proposing to the zone the property GC-3-C (General Commercial) and MF-2-A (Multi-Family), Leander, Williamson County, Texas.

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

Origination: Applicant: Bruce Nakfoor on behalf of Firstmark Credit Union.

Financial Consideration: None

Recommendation: See Planning Analysis. During the November 13, 2014 meeting, the Planning & Zoning Commission unanimously recommended approval of the zoning request with staff recommendation of the requested MF-2-A (Multi-Family) and GC-3-C (General Commercial) districts, but leaving the southern and western most 410' portion of the property as LC-2-B (Local Commercial) and adding the following conditions:

1. The buildings setback for the MF-2-A development shall be 30 feet from the single-family residential properties. The building height may increase one foot for every additional foot the building is setback from the 30' setback.
2. The non-residential wall requirements shall apply. A six foot tall masonry wall shall be required between the MF-2-A development and the single-family residential properties.

Attachments:

1. Planning Analysis
2. Current Zoning Map
3. Proposed Zoning Map
4. Aerial Map
5. Staff Proposed Zoning Map
6. Letter of Intent
7. Ordinance
8. Minutes–Planning & Zoning Commission November 13, 2014

Prepared By: Tom Yantis, AICP
Assistant City Manager 11/14/2014

PLANNING ANALYSIS

ZONING CASE 14-Z-028
NORTH CREEK BUSINESS PARK

GENERAL INFORMATION

Owner: First Bank Credit Union

Current Zoning: LC-2-B (Local Commercial)

Proposed Zoning: MF-2-A (Multi-Family), GC-3-C (General Commercial)

Size and Location: The property located is located at the northwest corner of the intersection of N. Bagdad Rd. and Old 2243 West and includes 18.0 acres more or less.

Staff Contact: Martin Siwek, GISP
Planner

ABUTTING ZONING AND LAND USE:

The table below lists the abutting zoning and land uses.

	ZONING	LAND USE
NORTH	SFU-2-B	Developed single family lots (North Creek)
EAST	SFU-2-B HC-5-D GC-3-C	Developed single family lots (Estates of North Creek Ranch) Developed landscape business Developed business (CVS/pharmacy)
SOUTH	SFU-2-B GC-3-C	Developed single family home Developed gas station and vacant lot
WEST	SFU-2-B	Developed single family lots (North Creek Subdivision)

COMPOSITE ZONING ORDINANCE & SMARTCODE INTENT STATEMENTS

MF – MULTI-FAMILY:

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

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

GC – GENERAL COMMERCIAL:

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

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

TYPE 2:

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

Intent:

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

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

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

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

TYPE 3:

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

Intent:

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

TYPE A:
Features: 85% masonry; 5 or more architectural features.
Intent:
(1) The Type A architectural component is intended to be utilized for high quality developments or to provide variety as an additional option for portions of a residential development and may be utilized in or adjacent to single-family uses.
(2) This component is intended to be utilized for single-family development that backs up to, or sides to, a major thoroughfare.
(3) Combined with appropriate use and site components, this component is intended to help provide for harmonious land use transitions by applying this component to a less restrictive use or site component adjacent to a more restrictive use or site component. This standard may be utilized to help ensure compatibility for non-residential uses, multi-family, two-family, townhouse or small lot residential development with adjacent property that is more restricted.
(4) This component is intended to be utilized for buildings requiring heights greater than those provided in other architectural components.
(5) This component may be utilized for any high profile development, for any property in a prominent location or at an important gateway to the community.
(6) This component is not intended to become an involuntary standard for the majority of a single-family subdivision, especially with SFR, SFE, SFS, SFU and SFC components.

TYPE C (non-residential only):
Features: 35% masonry (60% street facing); 3 or more architectural features.
Intent:
(1) The Type C architectural component is intended to be utilized only in the LO, LC, GC, LI and HI use components for intermediate quality development.
(2) Combined with appropriate use and site components, this component can help to provide for harmonious land use transitions from districts that are less restricted to districts that are more restricted.
(3) This component is not intended for the majority of the LO and LC use components except those that may be adjacent to less restricted districts.

COMPREHENSIVE PLAN STATEMENTS:

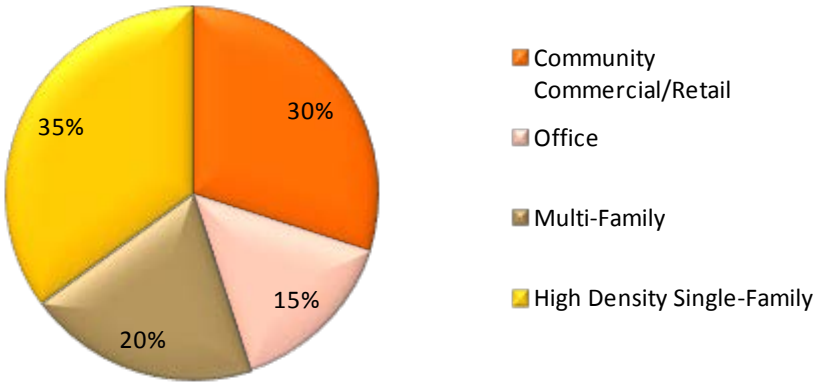
The following Comprehensive Plan statements may be relevant to this case:

- Plan for continued growth and development that improves the community's overall quality of life and economic viability.
- Plan for future development that is compatible with existing residential neighborhoods.
- The Community Center land use node is intended to be located at the intersections of arterial streets or arterials and major collectors. These nodes are approximately one half mile in diameter and incorporate approximately 125 acres. These areas are intended for commercial, retail and office uses that primarily serve residents within the community. These areas are also intended for medium density multi-family and high density single-family housing. Development within these nodes should be integrated through internal streets and should provide pedestrian and bicycle connections to adjacent residential neighborhoods.

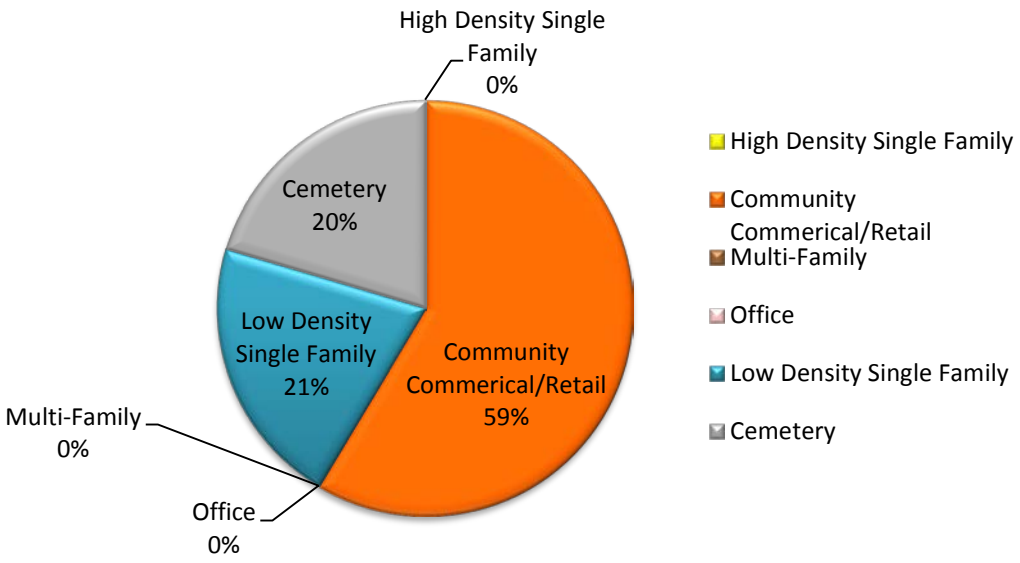
ANALYSIS:

The applicant is requesting to rezone the property from LC-2-B to MF-2-A and GC-3-C. The total acreage of the property is 18.0 acres more or less, with the northern 12.0 acres of the property being requested as MF-2-A and the southern 6.0 acres being requested as GC-3-C.

The property is located within a Community Center node which is intended to be located at the intersections of arterial streets or arterials and major collectors. These nodes are approximately one half mile in diameter and incorporate approximately 125 acres. The compatible use components include GC (General Commercial), LC (Local Commercial), LO (Local Office), MF (Multi-Family), TF (Two Family), SFT (Single Family Townhome), SFL (Single Family Limited), and PUD (Planned Unit Development). The stated land use allocations from the Future Land Use Plan are illustrated in the below chart for the Community Center Node.



The existing land use percentages within this Community Center node are illustrated in the below chart.



The intent statement for the Multi-Family use component notes that it is intended to be used as a buffer between single-family neighborhoods and more intensive uses such as commercial properties or arterial class roadways. Furthermore, the intent statement also speaks to avoiding more than 25 contiguous acres of land having the Multi-Family Component.

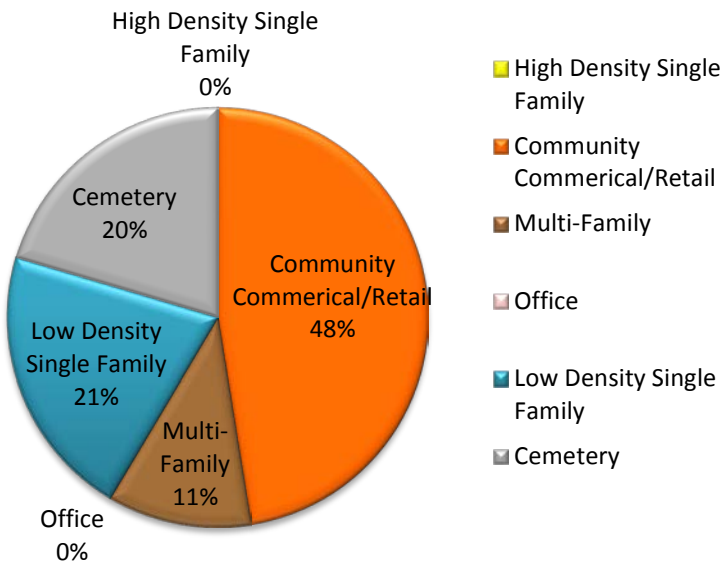
The Type 2 site component for Multi-Family projects requires the project to have at least 35% of the apartment units to have one enclosed garage parking space. It also notes that parking areas shall be no wider than two parking modules wide.

The Type A Architectural Component intent statements associated with this request note that it is intended to be utilized for any high profile development, for any property in a prominent location or at an important gateway to the community. Additionally, the intent statements site that it is appropriate to be used when a development will be adjacent to single-family uses. This architectural component requires 85% masonry on all stories and 5 different design features to break the wall plane on building fronts. This architectural component will allow up to 25 units per acre.

The requested MF-2-A district adheres to the noted intent statements for the Use, Site, and Architectural components. The site is less than 25 contiguous acres, it provides a buffer between the single family uses to the north and west from more intense thoroughfares and commercial uses, and provides for the highest architectural component to be compatible with the adjacent neighborhoods. This leaves the 6.0 acre southern portion of this tract to be zoned as GC-3-C. The intent statements for the General Commercial use component mention that access should be

provided by an arterial street, and that the heaviest concentration of this component should be located at intersections of arterial streets.

This zone change request would contribute 11% of the 20% Multi-Family land use allocation as stated in the Future Land Use Plan. The request would also reduce the Community Commercial/ Retail land use component within the Community Center Node from the existing 59% to 48 %. The proposed changes in land use allocation for the applicant's zone change request is reflected in the below chart.



The applicant is requesting a change from the Type 2 Site Component to the Type 3 Site Component as part of the rezoning request from LC-2-B to GC-3-C. The differences between the Type 2 and Type 3 site components are summarized in the below table.

PERMITTED SITE USES	TYPE 2	TYPE 3
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

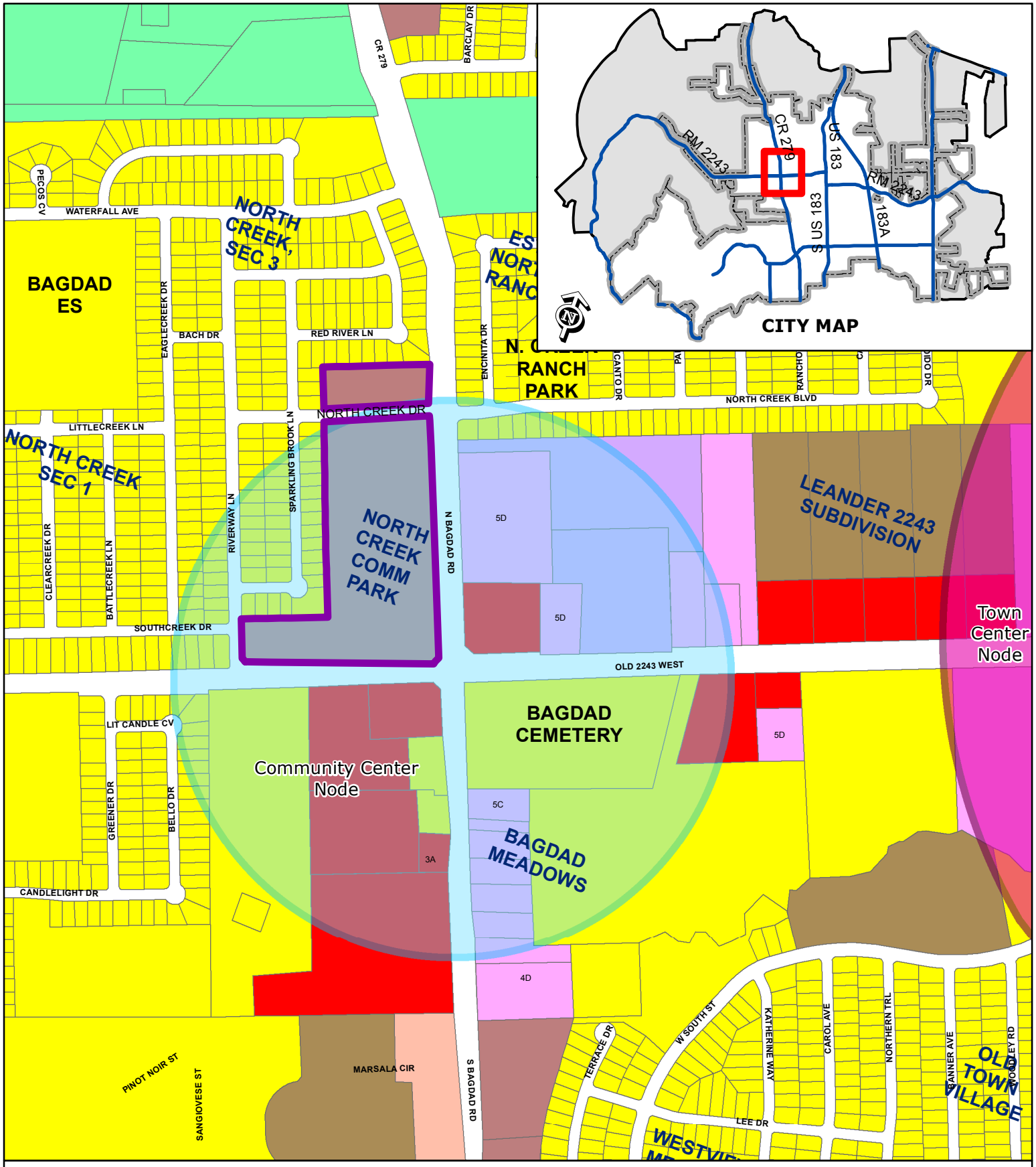
Type C Architectural Component intent statements mention that it can help to provide for harmonious land use transitions from districts that are less restricted to districts that are more restricted. It also states that it is intended to be utilized only with LO, LC, GC, LI, and HI use components. The Type C Architectural component requires that at least 35% of the exterior surface area of walls (all stories) including at least (60%) of the exterior of street facing walls (all stories) of primary buildings shall consist of masonry. Additionally, all front facing walls are required to have at least 3 different design features to break the wall plane.

The requested GC-3-C use district adheres to the intent statements for the Use, Site, and Architectural components. The requested district is being sited at the intersection of arterial class thoroughfares and it will have access being provided from arterial class streets. Moreover, the requested site and architectural components are appropriate to the GC use component and allow for an appropriate transition to the adjacent zoned districts. However, staff acknowledges that the Future Land Use Plan calls for the GC-3-C district to be concentrated at the intersection of arterials and major thoroughfares, and that the western most portion of the tract may be better suited to remain as LC-2-B.

The LC-2-B district would provide for less intense commercial uses with limited building sizes for individual users not to exceed 40,000 sq. ft. gross floor area in a single building, and a maximum of 60,000 sq. ft for an entire building. This would be an appropriate transition for the homes in the North Creek Sec. 3A subdivision immediately to the north of this portion of the property. It would also provide for limited operating hours for businesses and would prohibit the use of gas pumps or vehicle washing in this portion of the property.

STAFF RECOMMENDATION:

Staff recommends approval of the requested MF-2-A (Multi-Family) and GC-3-C (General Commercial) districts, but recommends leaving the southern and western most 410’ portion of the property as LC-2-B (Local Commercial).



ZONING CASE 14-Z-028

Attachment #2

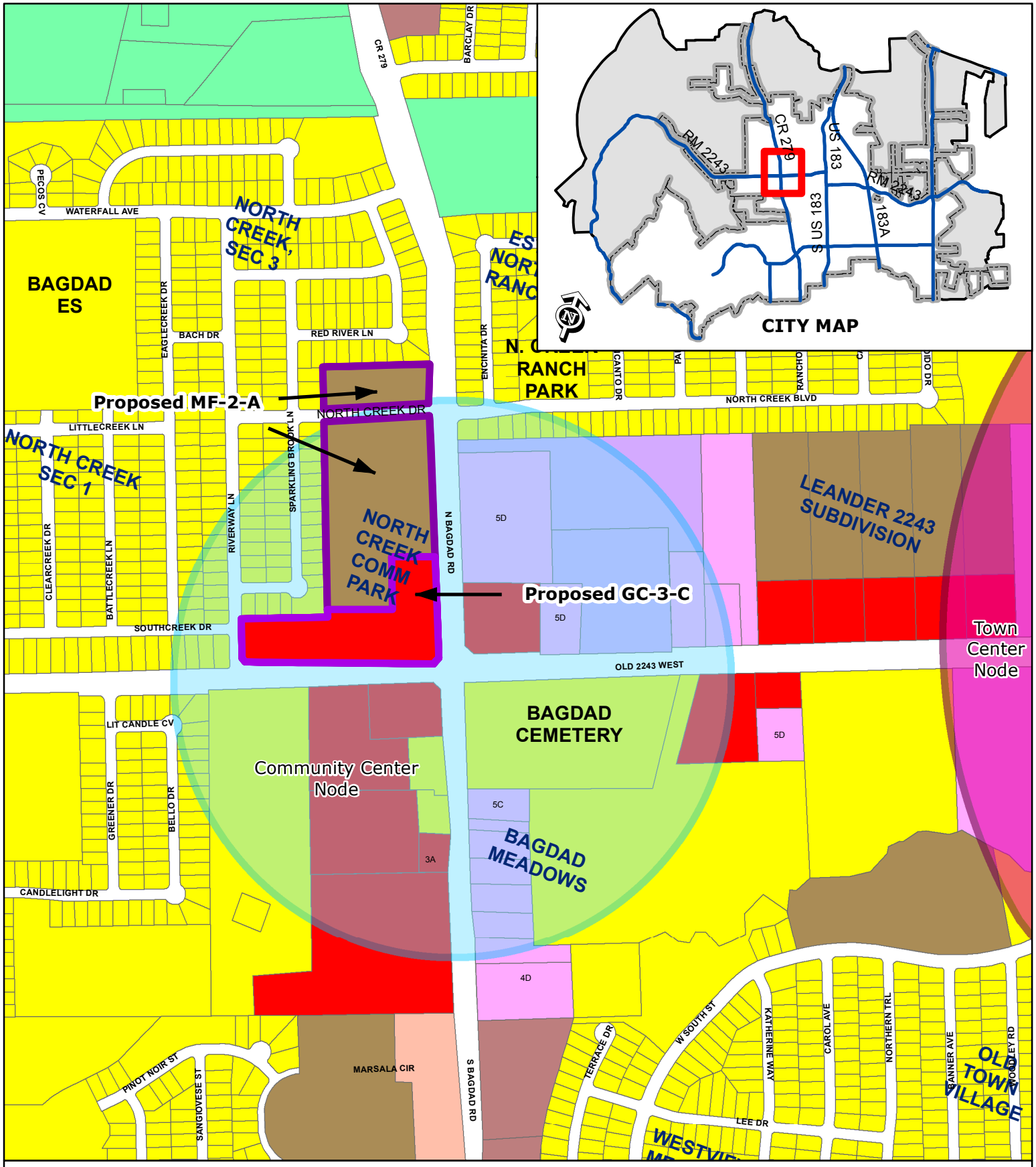
Current Zoning Map
North Creek Business Park

N

Subject Property
City Limits

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

0 200
Feet



ZONING CASE 14-Z-028

Attachment #3

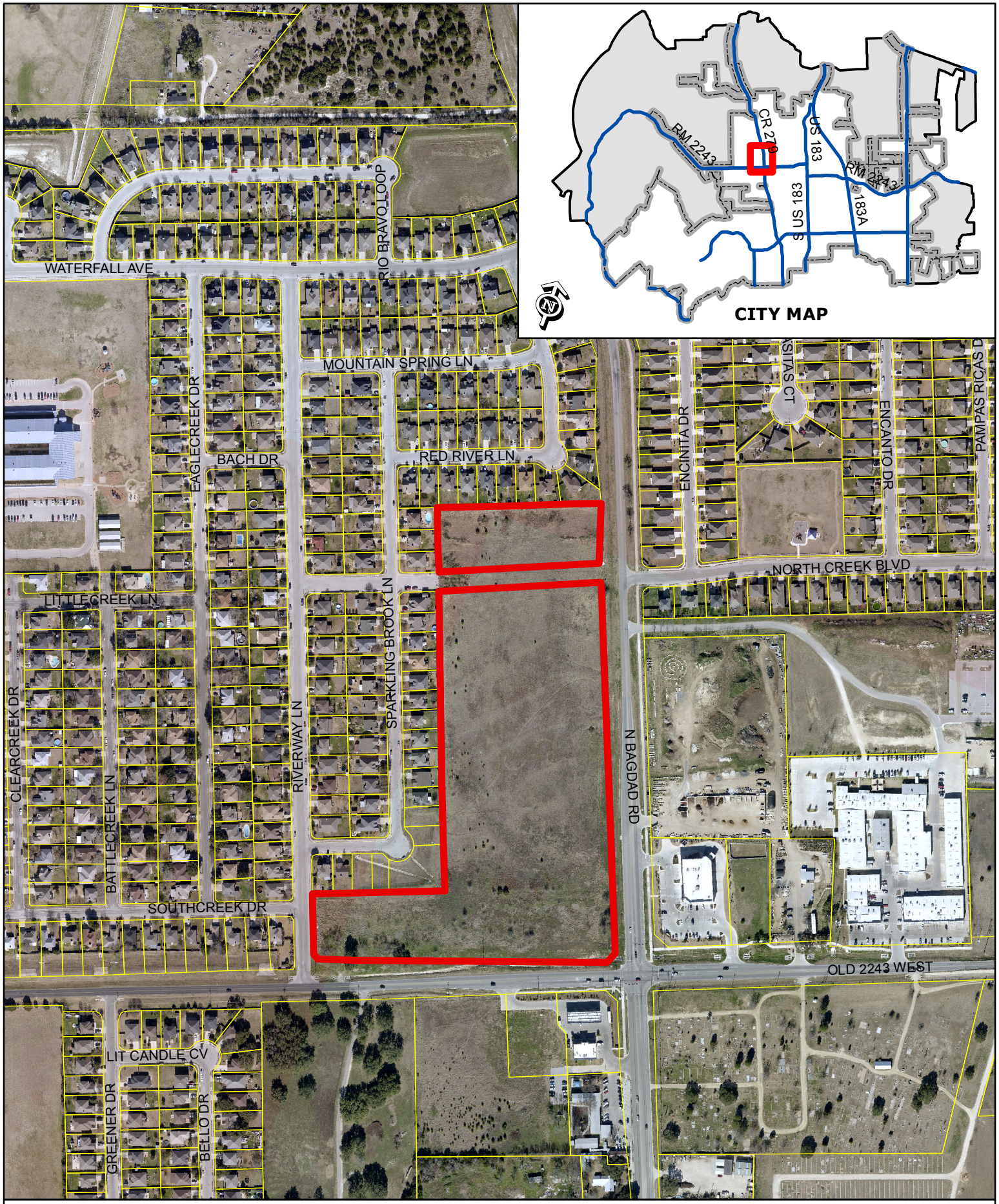
Proposed Zoning Map
North Creek Business Park

N

Subject Property
City Limits

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

0 200
Feet

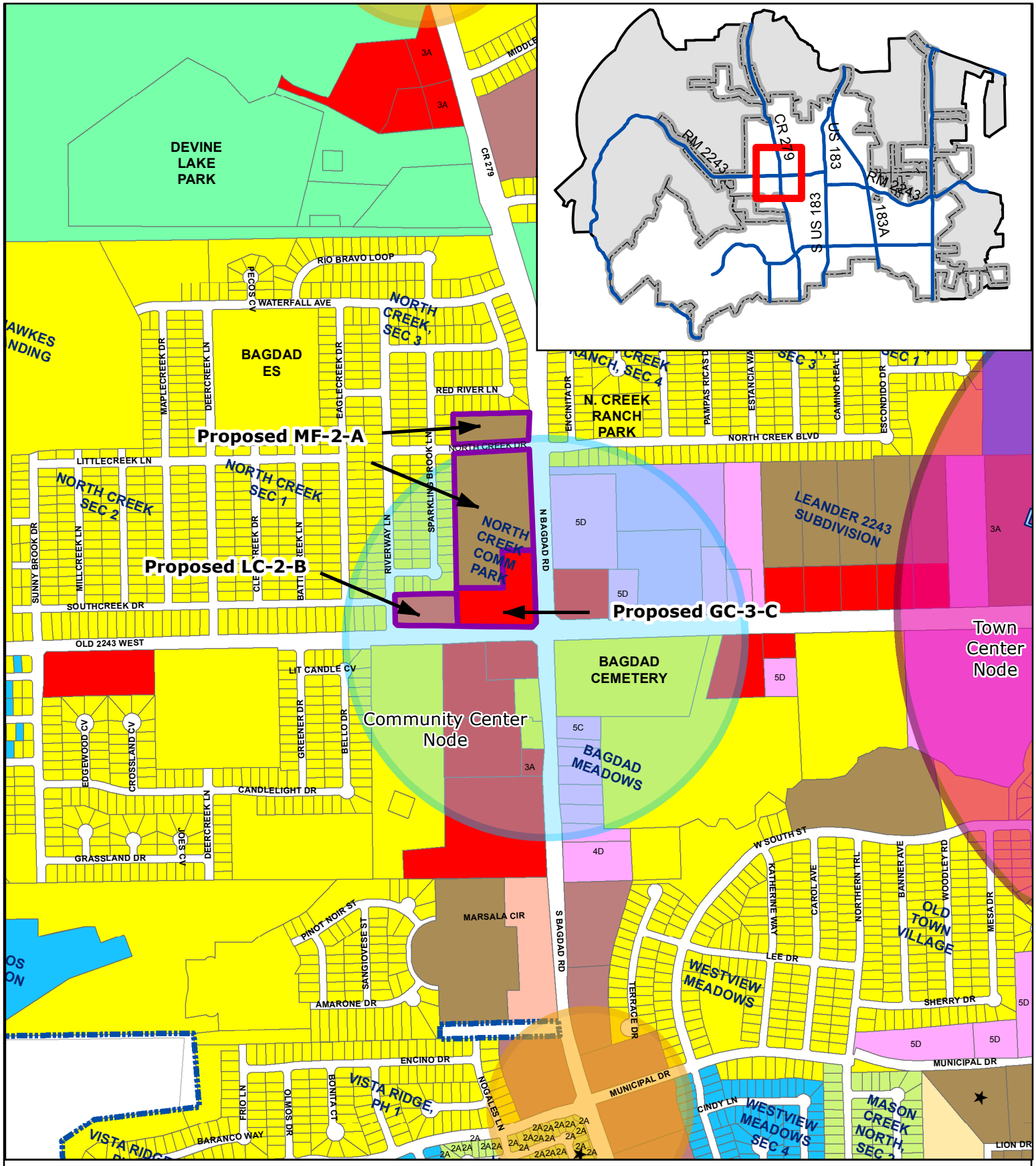


ZONING CASE 14-Z-028 Attachment #4

Aerial Exhibit - Approximate Boundaries
North Creek Business Park

0 200
Feet

Subject Property
City Limits



ZONING CASE 14-Z-028

Attachment #5

Staff Proposed Zoning Map
North Creek Business Park

N

City Limits

Proposed Zoning

- GC-3-C
- LC-2-B
- MF-2-A

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

0 200
Feet

10/14/14

ATTACHMENT 6

Bruce Nakfoor

9119 Spinning Leaf Cove

Austin, Texas 78735

512-656-6244

Robin Griffin

City of Leander

Re: Requested zoning change 18 acres at the corner of 2243 & Baghdad Rd.

Dear Robin,

I am requesting a zoning change for the above referenced property. We have parties interested in building Retail and Multi-Family on this site. The property falls within the city's appropriate uses for this intersection.

Thank You,

Bruce Nakfoor

ORDINANCE NO #

ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING SEVERAL PARCELS OF LAND FROM LC-2-B (LOCAL COMMERCIAL) TO GC-3-C (GENERAL COMMERCIAL) AND MF-2-A (MULTI-FAMILY); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.

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

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

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

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

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

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

Section 3. Applicability. This ordinance applies to the following portion of a parcel of land, which is herein referred to as the "Property." That certain portion of a parcel of land being 18 acres, more or less, generally located at the northwest corner of the intersection of Old 2243 West and North Bagdad Road in Leander, Williamson County, Texas, being more particularly described in Exhibit "A", legally described as Lots 1 & 2 of the North Creek Commercial Park Subdivision; and identified by tax identification numbers R304545 and R304546.

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 GC-3-C (General Commercial) and MF-2-A (Multi-Family) as shown in Exhibit "A".

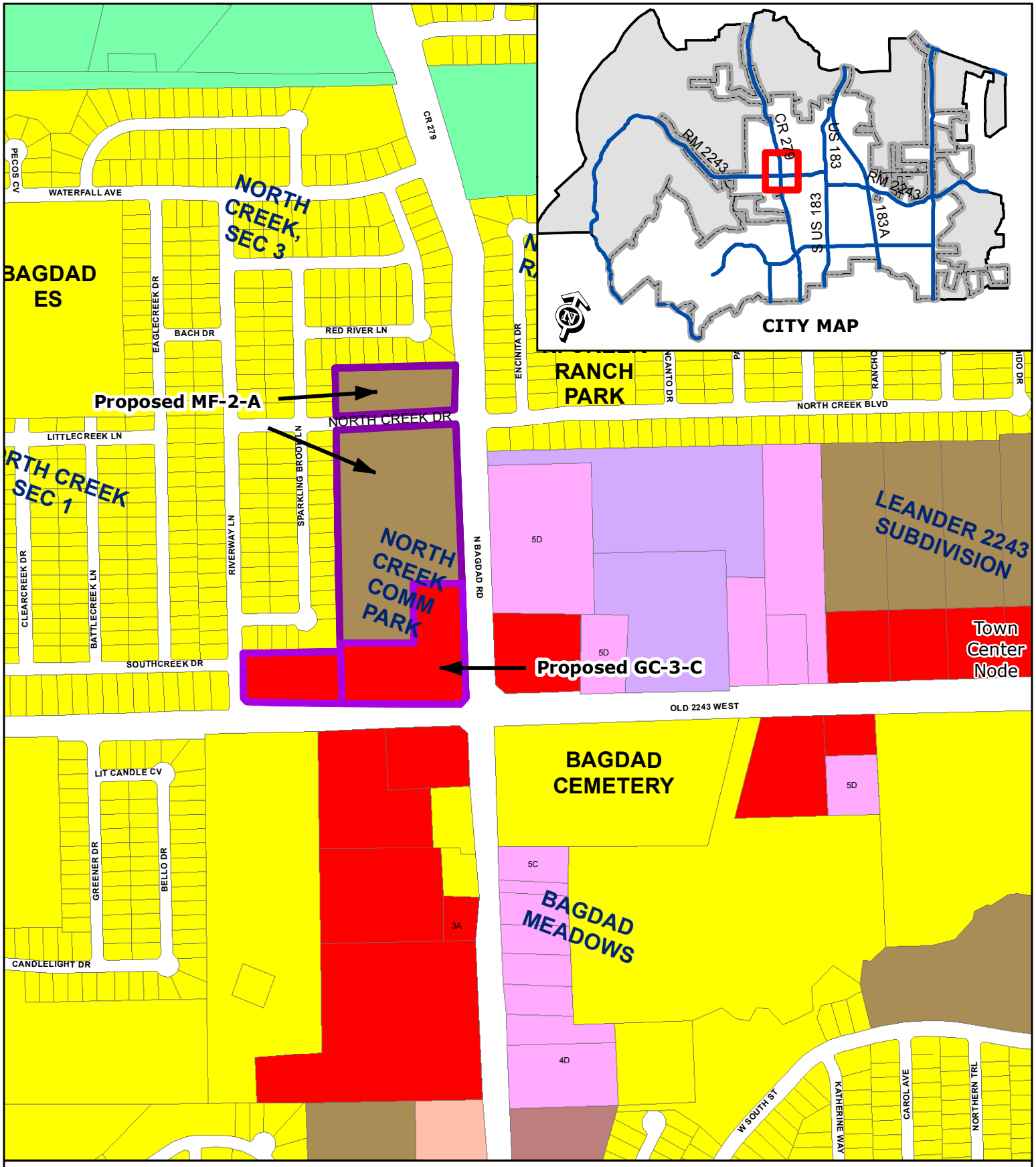
Section 5. Recording Zoning Change. The City Council directs the City Secretary to record this zoning classification on the City's official zoning map with the official notation as prescribed by the City's zoning ordinance.

Section 6. <u>Severability</u>. Should any section or part of this ordinance be held unconstitutional, illegal, or invalid, or the application to any person or circumstance for any reasons thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this ordinance are declared to be severable.

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

PASSED AND APPROVED on First Reading this the 20th day of November, 2014.
FINALLY PASSED AND APPROVED on this the 4th day of December, 2014.

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



ZONING CASE 14-Z-028

Exhibit A

Proposed Zoning Map
North Creek Business Park

N

Subject Property
City Limits

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

0 200
Feet

f) Consider Action

Vice Chairman Stephenson moved to approve the zoning request with the following conditions:

1. **No neon signs are permitted (no exposed bulbs). Only back lighting can be utilized on the sign.**
2. **The project shall comply with the Type B Architectural Component with the condition that the masonry requirement may be reduced to 40%.**

Commissioner Anderson seconded the motion.

Commissioner Wixon moved to amend the motion to include the following:

1. **Porte Cocheres are not permitted, each unit will be required to have an enclosed garage.**

Commissioner Sokol seconded the motion. Motion for the amendment passed with a four to two vote (Vice Chairman Stephenson and Chairman Seiler opposing).

Commissioner Allen moved to amend the motion to include the following:

1. **Street lights are required within the project**

Commissioner Sokol seconded the motion. Motion for the amendment failed with a three to three vote (Vice Chairman Stephenson, Commissioner Anderson and Chairman Seiler opposing).

The main motion as amended passed with a four to two vote (Vice Chairman Stephenson and Chairman Seiler opposing).

18. Zoning Case 14-Z-028: Hold a public hearing and consider action on the rezoning of a 18.00 acre tract of land, more or less, generally located at the northwest corner of the intersection of Old 2243 W. and N. Bagdad Rd. and the northwest corner of the intersection of Northcreek Dr. and N. Bagdad Rd, WCAD Parcels #R304545 and #R304546. Currently the property is zoned LC-2-B (Local Commercial), and the applicant is proposing to the zone the property GC-3-C (General Commercial) and MF-2-A (Multi-Family), Leander, Williamson County, Texas. Applicant: Bruce Nakfoor on behalf of Firstmark Credit Union.

a) Staff Presentation

Martin Siwek, Planner, stated that staff reviewed the request and staff recommends approval of the requested MF-2-A (Multi-Family) and GC-3-C (General Commercial) districts, but recommends leaving the southern and western most 410' portion of the property as LC-2-B (Local Commercial).

b) Applicant Presentation

Bruce Nakfoor was present for questions

c) Open Public Hearing

Chairman Seiler opened the public hearing.
Blake Webb spoke against.

Valarie Lane spoke against.

d) Close Public Hearing

Chairman Seiler closed the public hearing.

e) Discussion

Discussion took place.

f) Consider Action

Commissioner Wixon moved to approve with staff recommendation of the requested MF-2-A (Multi-Family) and GC-3-C (General Commercial) districts, but leaving the southern and western most 410' portion of the property as LC-2-B (Local Commercial) and adding the following conditions:

1. **The building setback for the MF-2-A development shall be 30 feet from the single-family residential properties. The building height may increase one foot for every additional foot the building is setback from the 30' setback.**
2. **The non-residential wall requirements shall apply. A six foot tall masonry wall shall be required between the MF-2-A development and the single-family residential properties.**

Vice Chairman Stephenson seconded the motion. Motion passed unanimously.

19. Composite Zoning Ordinance Case 14-OR-008: Hold a public hearing and consider action on amending sections of the Composite Zoning Ordinance, to add definitions, update the site components regarding outdoor animal boarding and landscape requirements, to modify requirements for drainage and detention facilities, to amend the masonry wall requirements, to update the architectural standards, to update the site development standards, and to update the garage setback requirements. Applicant: City of Leander

a) Staff Presentation

Robin Griffin, Senior Planner explained the sections being amended in the Composite Zoning Ordinance.

b) Open Public Hearing

Chairman Seiler opened the public hearing.
Harry Savio asked for a postponement.
Chris Townsend asked for a postponement.
Travis Schirpik asked for a postponement
Bob Wunsch asked for a postponement
Marci Cannon asked for a postponement.

c) Close Public Hearing

Chairman Seiler closed the public hearing.

d) Discussion

Discussion took place.

e) Consider Action

Commissioner Wixon moved to recommend to Council a postponement of action on this amendment to allow for further discussion with the development community. In addition, they requested the addition of the word "only" to the following statement from Article VI Section 1 (c)(5)(iii):

Executive Summary

November 20, 2014

Agenda Subject: Subdivision Case 14-TOD-CP-002: Hold a public hearing and consider action on the Tylerville Tract Concept Plan for 42.3 acres more or less; WCAD Parcel R031694, generally located 850 feet from the northwest corner of the intersection of W. San Gabriel Pkwy and US 183, 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.

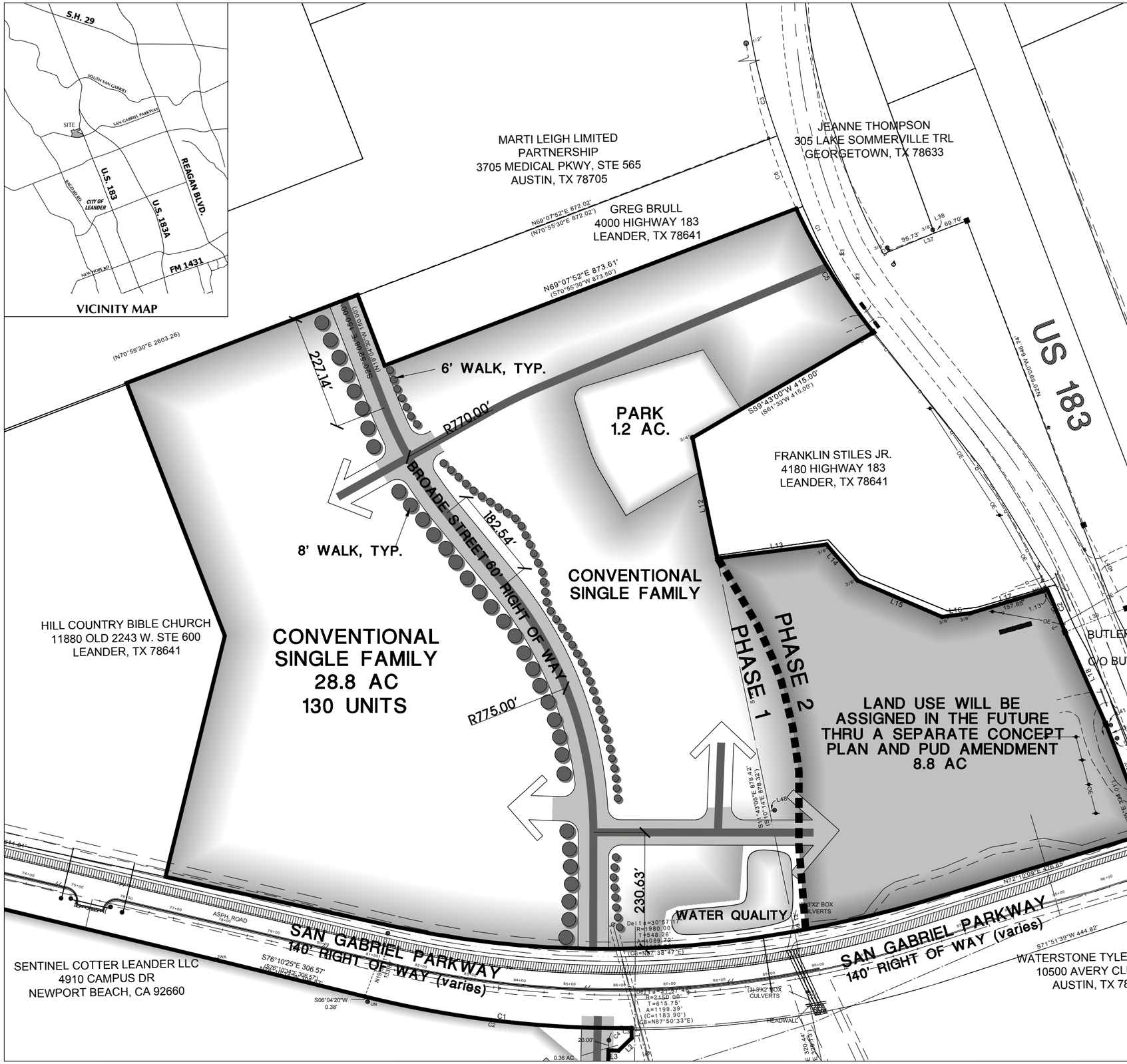
Origination: Applicant: Robert Wunsch on behalf of Waterstone Tylerville, LP.

Financial Consideration: None

Recommendation: Staff recommends approval of the concept plan. This concept plan includes approximately 130 single-family lots, 2.1 acres of parkland and water quality pond, and 8.8 acres of a future land use to be identified in a future concept plan and PUD request. This proposal meets all of the requirements of the Subdivision Ordinance. The Planning & Zoning Commission unanimously recommended approval of the request at the November 13, 2014 meeting.

Attachments: 1. Concept Plan

Prepared By: Tom Yantis, AICP
Assistant City Manager 11/14/2014



TYLERVILLE TRACT LAND USE SUMMARY

	ACREAGE	DENSITY	UNITS	LUE's REQUIRED	TRIPS GENERATED
SINGLE FAMILY RESIDENTIAL	28.8 ACRES	4.5 DU./AC.	130 UNITS	130 LUE*	1,244 TRIPS
FUTURE LAND USE	8.8 ACRES				
MAJOR RIGHT-OF-WAY	2.6 ACRES				
PARKS / WATER QUALITY	2.1 ACRES				
TOTAL	42.3 ACRES		130 UNITS	130 LUE's	1,244 TRIPS

* SINGLE FAMILY RESIDENTIAL = 1 LUE/UNIT

	ACREAGE
PHASE ONE - 2015	33.5 ACRES
PHASE TWO - 2016	8.8 ACRES
	42.3 ACRES

TRAIL, TYP.

TIA NOTES:

FOR RESIDENTIAL:
AT THE TIME OF FINAL PLAT, THE APPLICANT WILL PROVIDE A PAYMENT TO THE CITY PER RESIDENTIAL UNIT.

FOR NON-RESIDENTIAL:
AT THE TIME OF SITE DEVELOPMENT PERMIT, UNLESS A NEW TRAFFIC ANALYSIS FOR THE DEVELOPMENT AS PROPOSED IN THE CONCEPT PLAN INDICATES THAT AVERAGE DAILY TRIPS ARE ESTIMATED BELOW 2,000, THE APPLICANT WILL PROVIDE A PAYMENT TO THE CITY IN LIEU OF A TIA PER PEAK HOUR TRIP PROJECTED TO BE GENERATED BY THE DEVELOPMENT.

A DEVELOPMENT AGREEMENT HAS BEEN PROPOSED TO ADDRESS THE BOUNDARY STREET IMPROVEMENT FEE REQUIREMENTS. IN THE EVENT THAT THIS DEVELOPMENT AGREEMENT IS NOT APPROVED, THE BOUNDARY STREET IMPROVEMENT FEES WILL BE REQUIRED AT THE TIME OF FINAL PLAT IN AN AMOUNT DETERMINED BY THE CITY ENGINEER.

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

TYLERVILLE TRACT PARKLAND DEDICATION WORKSHEET 24-Sep-14

Lots	Parkland Required	Parkland Proposed	Parkland Credited*	Parkland Deficit	Fee in-lieu value of deficit	Rec. Imp. Fee Required	Proposed Improvements
130	4.55	1.2	1.2	3.35	$ 78,375.00	$ 45,500.00	

* 8' and 6' sidewalks are needed on the west and east side of Broad St.
** Payment in lieu of the parkland deficit and recreation improvements in the amount of $123,875 at plat approval.

PARKLAND CALCULATIONS

OPTION FIVE:

130 (# OF DWELLING UNITS) DIV. BY 100 x 3.5 = 4.55 AC. (REQUIRED PARK LAND) 1.2 AC. (PROPOSED PARK LAND)

$78,964 (PROPOSED PARK LAND FEE IN LIEU OF DEFICIT)

130 (# OF DWELLING UNITS) x $350 = $45,500 (PROPOSED PARK IMPROVEMENT FEE)

FEMA map number 48491CO455E, dated September 26, 2008, for Williamson County and incorporated areas

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OWNER: TYLERVILLE
WATERSTONE TYLERVILLE, LP
10500 AVERY CLUB DRIVE
SUITE 900
AUSTIN, TX 78717

CONCEPT PLAN
TYLERVILLE TRACT
LEANDER, TEXAS

Q:\140028-MAGR\Cadfiles\PLANNING\Submittals\Concept Plan Submittal\Concept A 2014-04-07.dwg

Issued:
1. City Concept Submittal 04/7/14
2.
3.
4.
5.

Revisions:
1. City Concept Submittal 09/03/14
2. City Concept Submittal 10/08/14
3. City Concept Submittal 10/14/14
4.
5.

Issue Date: April 7, 2014

Drawn By: MB
Reviewed By: MB

Project No.
140028-MAGR

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13. Subdivision Case 14-FP-033: Consider action on the Bluffs at Crystal Falls Section 3, Phase 3A Final Plat for 13.370 acres more or less; TCAD Parcel 831299; generally located west of the future extension of Osage Dr., Williamson County, Texas. Applicant/Agent: Sam Kiger on behalf of Taylor Morrison of Crystal Falls, LLC.

14. Subdivision Case 14-FP-034: Consider action on the Connelly's Crossing, Phase 1B Final Plat for 4.938 acres more or less; WCAD Parcel R031400 and R032159; generally located to the southeast of the intersection of Sonny Drive and Peregrine Way; Leander, Williamson County, Texas. Applicant/Agent: Hunter Shadburne, P.E. (Austin Civil Engineering, Inc) on behalf of Continental Homes of Texas, L.P. (Richard Maier)

Motion made by Commissioner Sokol to approve the consent agenda items, Seconded by Commissioner Allen. Motion passed unanimously.

Public Hearing

15. Subdivision Case 14-TOD-CP-002: Hold a public hearing and consider action on the Tylerville Tract Concept Plan for 42.3 acres more or less; WCAD Parcel R031694, generally located 850 feet from the northwest corner of the intersection of W. San Gabriel Pkwy and US 183, Leander, Williamson County, Texas. Applicant: Robert Wunsch on behalf of Waterstone Tylerville, LP.

a) Staff Presentation

Robin Griffin, Senior Planner, stated that staff reviewed the request and it has staff approval.

b) Applicant Presentation

Mark Baker introduced himself and told the Commission he was present for questions

c) Open Public Hearing

Chairman Seiler opened the public hearing.
Frank Stiles spoke in favor of the project but also discussed his concerns.

d) Close Public Hearing

Chairman Seiler closed the public hearing.

e) Discussion

Some discussion took place.

f) Consider Action

Commissioner Sokol moved to approve the Concept Plan, Commissioner Anderson seconded the motion. Motion passed unanimously.

AGENDA ITEM # 17

Executive Summary

November 20, 2014

Agenda Subject: Zoning Case 14-TOD-Z-026: Hold a public hearing and consider action on the rezoning of a 33.67 acre portion tract of land, AW0134 – Cochran, C. Sur., more or less, generally located 850 feet from the northwest corner of the intersection of W. San Gabriel Pkwy and US 183, WCAD Parcel #R031694. Currently, the property is zoned PUD/TOD (Planned Unit Development/Transit Oriented Development) and the applicant is proposing an amendment to the PUD, Leander, Williamson County, Texas.

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

Origination: Applicant: Bob Wunsch.

Financial Consideration: None

Recommendation: See Planning Analysis. The Planning & Zoning Commission unanimously recommended approval of the request at the November 13, 2014 meeting.

Attachments:

1. Planning Analysis
2. Current Zoning Map
3. Proposed Zoning Map
4. Aerial Map
5. Conceptual Site Layout & Land Use Plan
6. Letter of Intent
7. Ordinance
8. Minutes–Planning & Zoning Commission November 13, 2014

Prepared By: Tom Yantis, AICP
Assistant City Manager 11/14/2014

PLANNING ANALYSIS

ZONING CASE 14-TOD-Z-026
TYLERVILLE PUD

GENERAL INFORMATION

Owner: Waterstone Tylerville LP.

Current Zoning: PUD/TOD (Planned Unit Development/Transit Oriented Development)

Proposed Zoning: PUD/TOD (Planned Unit Development/Transit Oriented Development)

Size and Location: The property located on the north side of W. San Gabriel Pkwy approximately 400 ft west from the intersection of US 183 and W San Gabriel Pkwy and includes approximately 28 acres.

Staff Contact: Robin M. Griffin, AICP
Senior Planner

ABUTTING ZONING AND LAND USE:

The table below lists the abutting zoning and land uses.

	ZONING	LAND USE
NORTH	HC-4-C Interim SFR-1-B	Undeveloped Property
EAST	PUD/TOD	Existing Commercial & Residential Uses
SOUTH	PUD/TOD	Proposed Oak Creek Subdivision
WEST	PUD/TOD	Undeveloped Property located within the TOD owned by Hill Country Bible Church

COMPOSITE ZONING ORDINANCE & SMARTCODE INTENT STATEMENTS

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

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

CONVENTIONAL ZONE:

The Conventional Development Sector allows conventional single-use and mixed-use development with some basic design standards to provide a transition to adjacent neighborhoods and pedestrian-oriented communities, and for the possibility of future retrofit of the area to a more pedestrian-oriented pattern.

COMPREHENSIVE PLAN STATEMENTS:

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

- Plan for continued growth and development that improves the community's overall quality of life and economic viability.
- Provide for a variety of sustainable housing options for all age groups and economic levels. Determine ways to successfully integrate this variety within neighborhoods so as to accommodate the different needs of families throughout their life cycle. Create more desirable and livable neighborhoods while respecting the goal of maintaining stable real estate values and housing marketability.
- Establish high standards for development.
- The Community Center land use node is intended to be located at the intersections of arterial streets or arterials and major collectors. These nodes are approximately one half mile in diameter and incorporate approximately 125 acres. These areas are intended for commercial, retail and office uses that primarily serve residents within the community. These areas are also intended for medium density multi-family and high density single-family housing. Development within these nodes should be integrated through internal streets and should provide pedestrian and bicycle connections to adjacent residential neighborhoods.

ANALYSIS:

The applicant is requesting an amendment to the TOD/PUD (Transit Oriented Development/Planned Unit Development) district in to order to develop the project pursuant to the Composite Zoning Ordinance and SFC-2-A (Single-Family Compact) zoning district. They are requesting to change the minimum density from six units per acre to four units per acre.

The Planning & Zoning Commission recommended approval a PUD amendment for this property on May 08, 2014 and the request was approved by the City Council. The previous amendment removed the property from the T3 and T4 Transect Zones and placed the property in the Conventional Zone. In addition the minimum density was changed to six units per acre. The next step in the process includes the submittal of the Conceptual Site Layout and Land Use Plan.

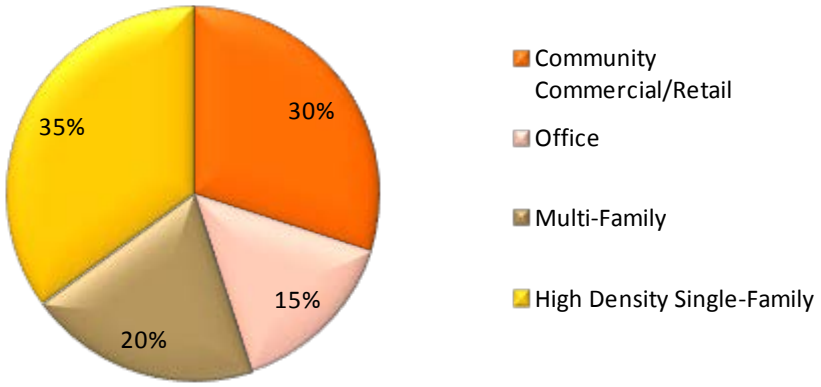
The proposed base zoning for this PUD is SFC-2-A (Single-Family Compact). This zoning district permits fifty (50') foot wide lots with a minimum lot area of 5,500 square feet. In addition, the Type A Architectural Component requires that all structures are eighty-five (85%) percent masonry.

The Conventional Development (CD) Sector Standards will apply to this project including

- All residential buildings shall meet the Type A Architectural Component of the Composite Zoning Ordinance.
- A minimum overall gross density of 4 units per acre shall be required.
- Any residential lot narrower than 50 feet shall not have driveway access from the front of the lot and must provide parking access from a rear alley. The Planning Director may waive this requirement if unusual conditions are found such as steep slopes or other restrictive topography, floodplains, existing and incompatible adjacent development or other similar features.

A portion of this property is currently located within a Community Center Node. This node is intended to be located at the intersections of arterial streets or arterials and major collectors. These nodes are approximately one half mile in diameter and incorporate approximately 125 acres. These areas are intended for commercial, retail and office uses that primarily serve residents within the community. These areas are also intended for medium density multi-family and high density single-family housing. Development within these nodes should be integrated through internal streets and should provide pedestrian and bicycle connections to adjacent residential neighborhoods. The compatible use components include: GC (General Commercial), LC (Local Commercial), LO (Local Office), MF (Multi-Family), TF (Two-Family), SFT (Single-Family Townhouse), SFL (Single-Family Limited), PUD (Planned Unit Development).

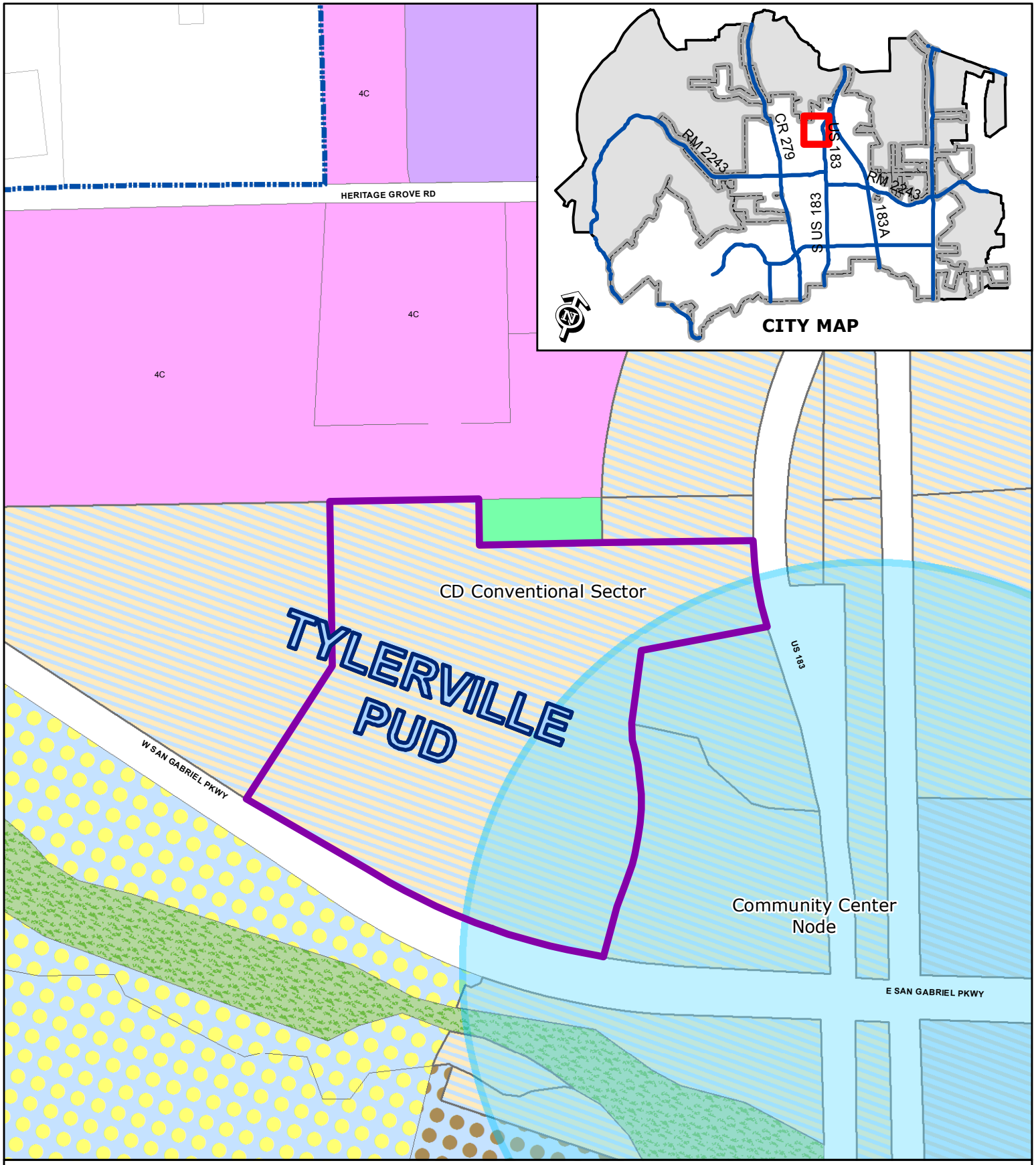
The following graph shows the target mix of land uses within the Community Center node.



The proposed SFC-2-A base zoning district does not comply with the target mix of land uses within the Community Center node. However, the previous PUD amendment was approved and a concept plan for this project was submitted prior to the adoption of the node plan indicating the proposed uses on the property. The density proposed in the previous PUD amendment and the submitted concept plan did not comply with the current Community Center node. If this zoning request is approved, the required densities will need to be met in the remainder of the node area.

STAFF RECOMMENDATION:

Staff recommends approval of the requested TOD/PUD amendment. The proposed land use is compatible with the neighboring properties. This request meets the intent statements of the Composite Zoning Ordinance and complies with the Conventional Development (CD) Standards.



ZONING CASE 14-TOD-Z-026

Attachment #2

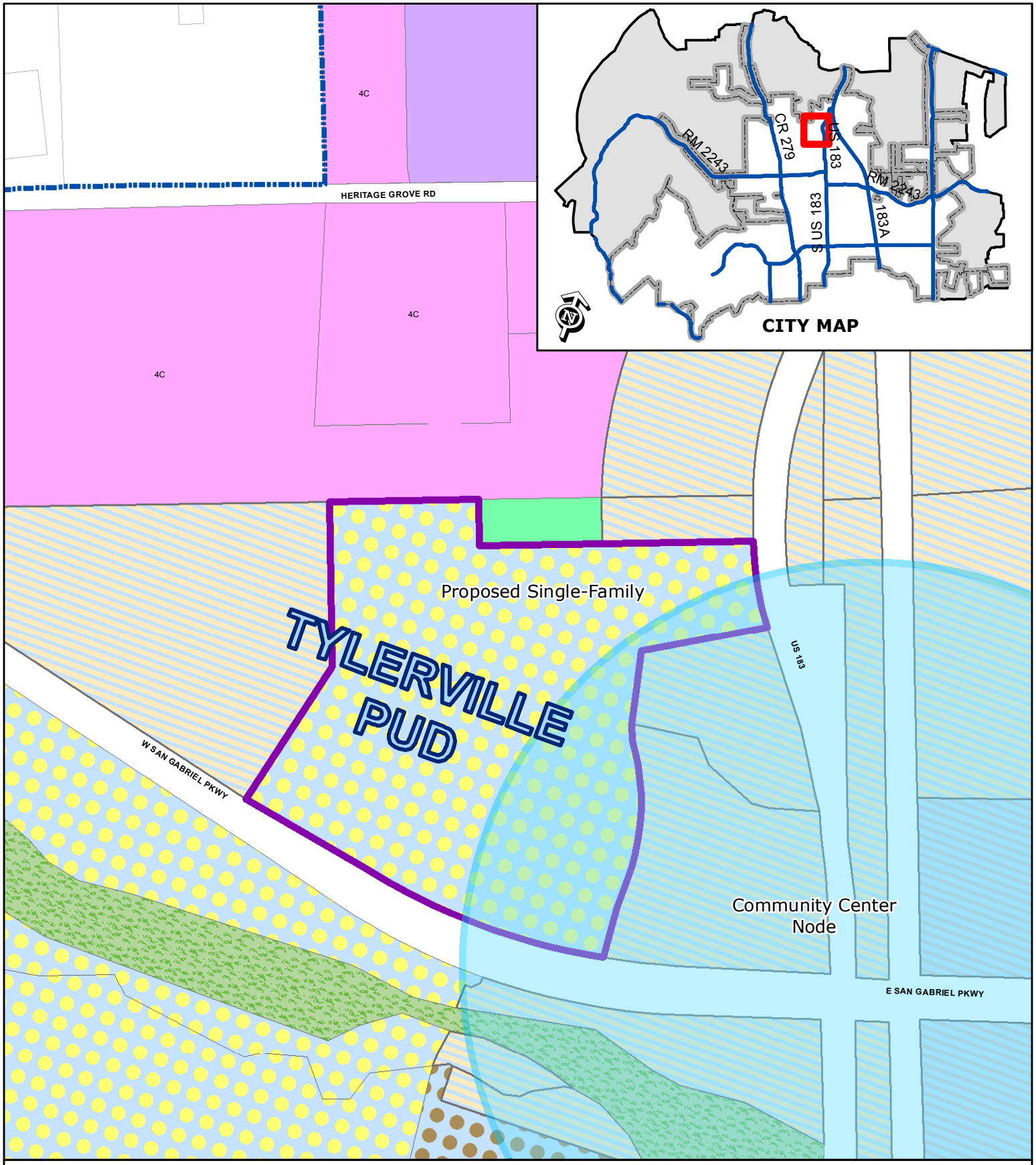
Current Zoning Map
Tylerville PUD

N

Subject Property
City Limits

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

0 200
Feet



ZONING CASE 14-TOD-Z-026

Attachment #3

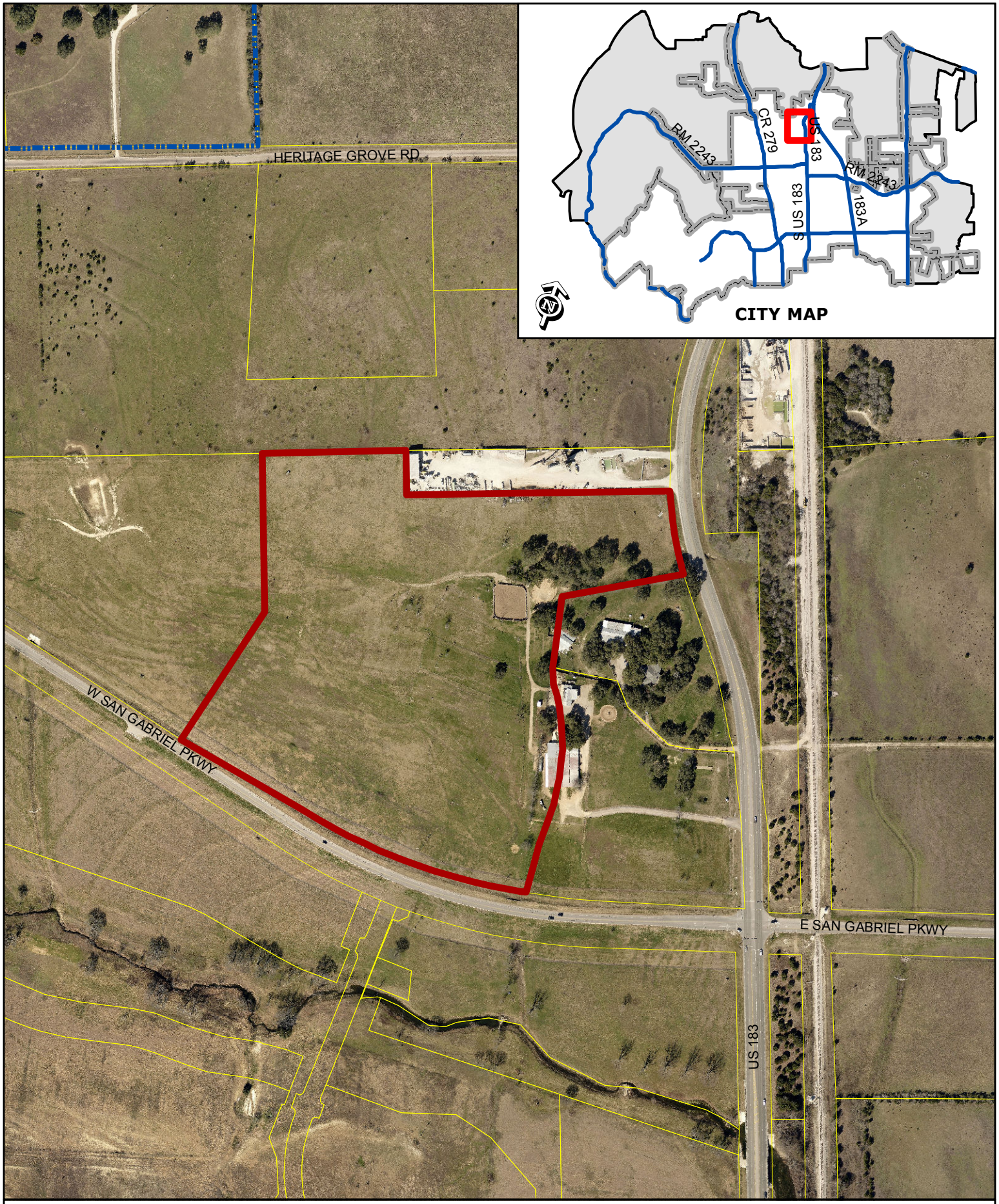
Proposed Zoning Map
Tylerville PUD

N

Subject Property
City Limits

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

0 200
Feet

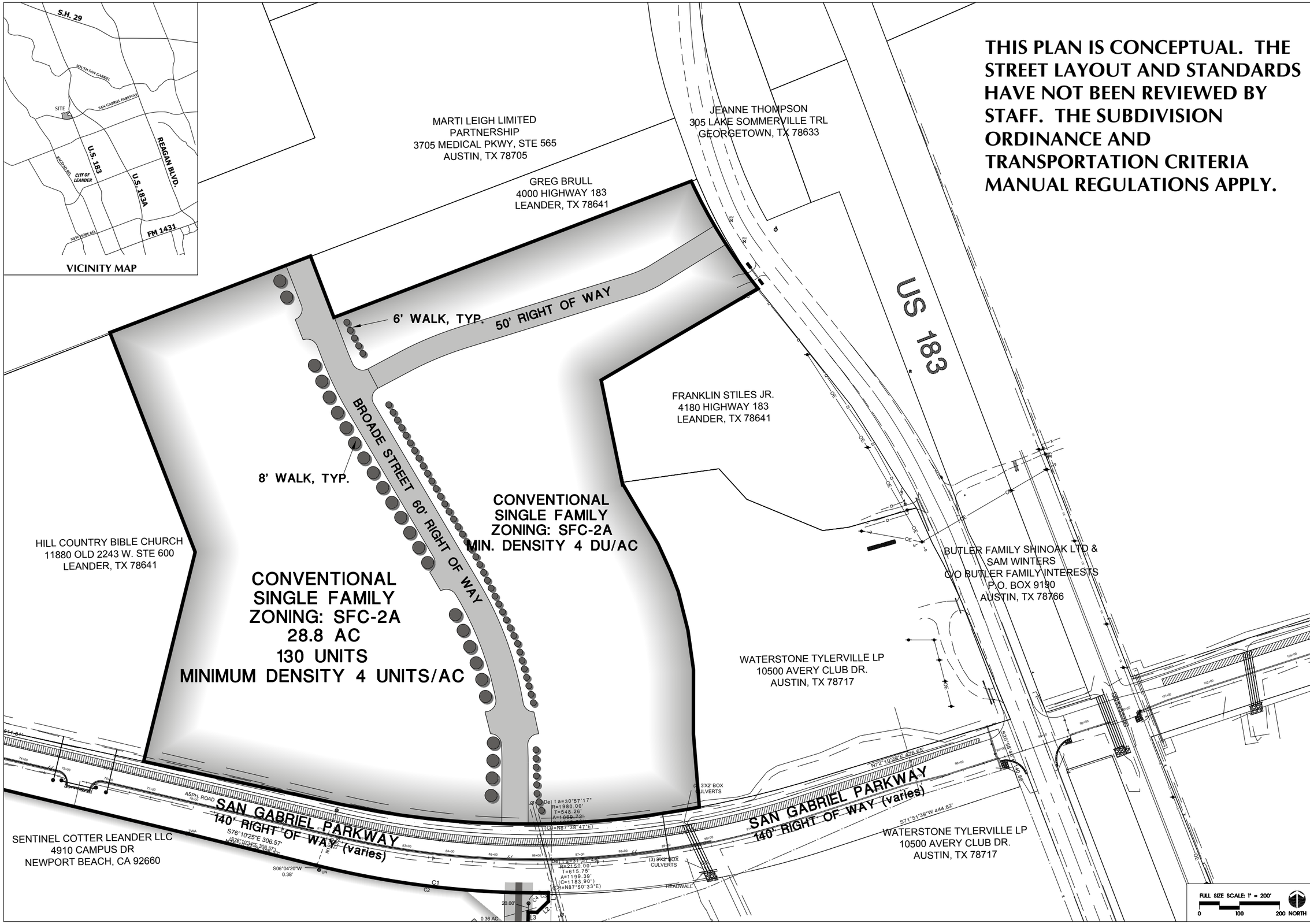


ZONING CASE 14-TOD-Z-026 Attachment #4

Aerial Exhibit - Approximate Boundaries
Tylerville PUD

0 200
Feet

Subject Property
City Limits



THIS PLAN IS CONCEPTUAL. THE STREET LAYOUT AND STANDARDS HAVE NOT BEEN REVIEWED BY STAFF. THE SUBDIVISION ORDINANCE AND TRANSPORTATION CRITERIA MANUAL REGULATIONS APPLY.

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OWNER: TYLERVILLE
WATERSTONE TYLERVILLE, LP
10500 AVERY CLUB DRIVE
SUITE 900
AUSTIN, TX 78717

EXHIBIT C
CONCEPTUAL SITE LAYOUT AND LAND USE PLAN
TYLERVILLE TRACT
LEANDER, TEXAS

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Issued:

1.	City PUD Submittal	09/9/14
2.		
3.		
4.		
5.		

Revisions:

1.	City PUD Submittal	10/9/14
2.		
3.		
4.		
5.		

Issue Date:

Drawn By: MB
Reviewed By: MB

Project No.
140028-MAGR

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ATTACHMENT 6

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

September 8, 2014

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

To Whom It May Concern:

The intent on the PUD zoning change that I am submitting is to get the required density reduced on the approx. 33.5 acres in question. The developer would like to have a density of four (4) units per acre. We would also like to request Conventional Zoning SFC-2A. This density and zoning works with the proposed development.

Please feel free to call with any questions. 512-547-7690.

Respectfully,

Robert D. Wunsch
Waterstone Tylerville, L.P.

ORDINANCE NO #

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

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

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

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

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

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

Section 2. Amendment of TODD Ordinance. Ordinance No.05-026, as amended, the City of Leander TODD Ordinance, is hereby modified and amended for these Properties as set forth in Section 3.

Section 3. Property Rezoned. The TODD Ordinance is hereby amended by creation of the Tylerville Tract PUD and adoption of the PUD plan attached hereto as Exhibit "C" and incorporated herein for all purposes for several parcels, which are herein referred to as the "Property," generally located on the north side of West San Gabriel Pkwy to the west of the intersection of US 183 and West San Gabriel Pkwy, and more particularly described as follows: 33.6709 acres out of the Charles Cochran Survey, Abstract Number 134, located in Leander, Williamson County, Texas, being more particularly shown and described in Exhibits "A" and "B"; and identified by tax identification number R031694. The Property is zoned to the planned unit development district known as the Tylerville Tract PUD within the TODD. The Property shall be developed and occupied in compliance with the PUD plan attached hereto as Exhibit C, the Conventional Development Sector Standards of the Smart Code (defined in the TODD Ordinance), the Composite Zoning Ordinance, and other applicable regulations of the City.

Section 4. Recording Zoning Change. The City Council directs the City Secretary to record this zoning classification on the City's official zoning map with the official notation as prescribed by the City's zoning ordinance.

Section 5.Severability. Should any section or part of this ordinance be held unconstitutional, illegal, or invalid, or the application to any person or circumstance for any reasons thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this ordinance are declared to be severable.

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

PASSED AND APPROVED on First Reading this the 20th day of November, 2014.
FINALLY PASSED AND APPROVED on this the 4th day of December, 2014.

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

_____ _____

Christopher Fielder, Mayor Debbie Haile, City Secretary

EXHIBIT A

CRICHTON AND ASSOCIATES, INC.

6448 HIGHWAY 290 EAST
SUITE B-105
AUSTIN, TX 78723
512-244-3395 - PHONE

FIELD NOTES:
TRACT 1

FIELD NOTES FOR 33.6709 ACRE TRACT OF LAND OUT OF THE CHARLES COCHRAN SURVEY, ABS. 134, BEING OUT OF AND A PART OF A 107.228 ACRE TRACT ON LAND CONVEYED TO TYLERVILLE, LTD. BY DEED RECORDED IN DOC. NO. 2004063370, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, THE SAID 33.6709 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS DESCRIPTION AS FOLLOWS:

BEGINNING at a ½" iron rod found on the North R.O.W. line of San Gabriel Parkway, conveyed by Deed recorded in Doc. No. 2005011119, Official Public Records, Williamson County, Texas, at the Southeast corner of a 19.00 acre tract conveyed to Hill Country Bible Church., by deed recorded in Doc. No. 2013018966, Official Public Records, Williamson County, Texas, for the Southwest corner, and the **POINT OF BEGINNING** of this tract.

THENCE along the East line of the said 19.00 acre tract, the following two (2) courses.

1) N 13° 07'12" E, a distance of 512.77 feet to a ½" iron rod found.
2) N 20° 52'07" W, a distance 534.52 feet to a ½" iron rod found in the North line of the said 107.228 acre tract, same being the South line of a 40.69 acre tract conveyed to Marti Leigh L.P., by deed recorded in Doc. No. 200086001, Official Public Records, Williamson County, Texas, for the Northeast corner of the said 19.00 acre tract, same being the Northwest corner of this tract.

THENCE N 69° 06'20" E, along the South line of the said 40.69 acre tract, a distance of 476.65 feet to a ½" iron rod found in the said South line, at the Northwest corner of a 3.0 acre tract of land conveyed to Greg Bull, by deed recorded in Doc. No. 2006045358, Official Public Records, Williamson County, Texas, for an "ell" corner of the said 107.228 acre tract, and this tract.

THENCE along the common line of the said 3.0 acre tract, and this tract, the following two (2) courses:

1) S 20° 48'45" E, a distance of 150.74 to a ½" iron rod found. At the Southwest corner of the said 3.0 acre tract.
2) S 69° 04'54" E, a distance of 872.21 feet to a ½" iron rod set, at the beginning of a curve to the left, on the West R.O.W. line of Hwy 183, at the Southeast corner of the said 3.0 acre tract, for the Northeast corner of the said 107.228 acre tract, and this tract.

THENCE with the West R.O.W. line of Hwy 183, along a curve to the left, with a radius of 1206.28 feet, an arc length of 289.72 feet, with a chord that bears S 32° 04'28" E, a distance of 289.02 feet to a Conc. Monument found on the Said West R.O.W. line, at the Northeast corner of a 5.122 acre tract conveyed to Franklin Stiles Jr. by deed recorded in Vol. 2609, Pg. 453, Deed Records, Williamson County, Texas, for a Northeast Corner of the Said 107.228 acre tract, and this tract.

THENCE along the common line of the said 5.122 acre tract, and this tract, the following two (2) courses:

1) S 59° 43'18" W, a distance of 414.76 to a ½" iron pipe found. At the Northwest corner of the said 5.122 acre tract.
2) S 11° 32'07" E, a distance of 244.00 feet to a ½" iron rod found, at the Southwest corner of the said 5.122 acre tract, for an "ell" corner of the said 107.228 tract, and this tract.

THENCE through the interior of the said 107.28 acre tract, the following five (5) courses:

1) S 28° 42'30" E, a distance of 152.08 feet to a ½" iron rod found set at the beginning of a curve to the right.
2) along a curve to the right, with a radius of 550.00 feet, an arc length of 235.70 feet, with a chord that bears S 16° 25'53" E, a distance of 233.90 feet to a ½" iron rod set.
3) S 04° 09'15" E, a distance of 404.22 feet to a ½" set, at the beginning of a curve to the right, on the North R.O.W line of the said San Gabriel Parkway, for the Southeast corner of this tract.
4) With the Said North RO.W. line, along a curve to the right, with a radius of 1980.00 feet, an arc length of 825.78 feet, with a chord that bears N 88° 59'24" W, a distance of 819.80 feet to a ½" iron rod set on the said North R.O.W. line.
5) N 76° 57'19" W, With the Said North RO.W. line, a distance of 443.94 feet to the **POINT OF BEGINNING,** and containing 33.6709 acres, more or less.

I hereby certify that the foregoing field notes were prepared from a survey on the ground, under my supervision and are true and correct to the best of my knowledge and belief.

Witness my hand and seal this the 16th day of October, 2014

Job. No. 14_263 Herman Crichton, R.P.L.S. 4046

STATE OF TEXAS
HERMAN CRICHTON
4046
PROFESSIONAL
LAND SURVEYOR

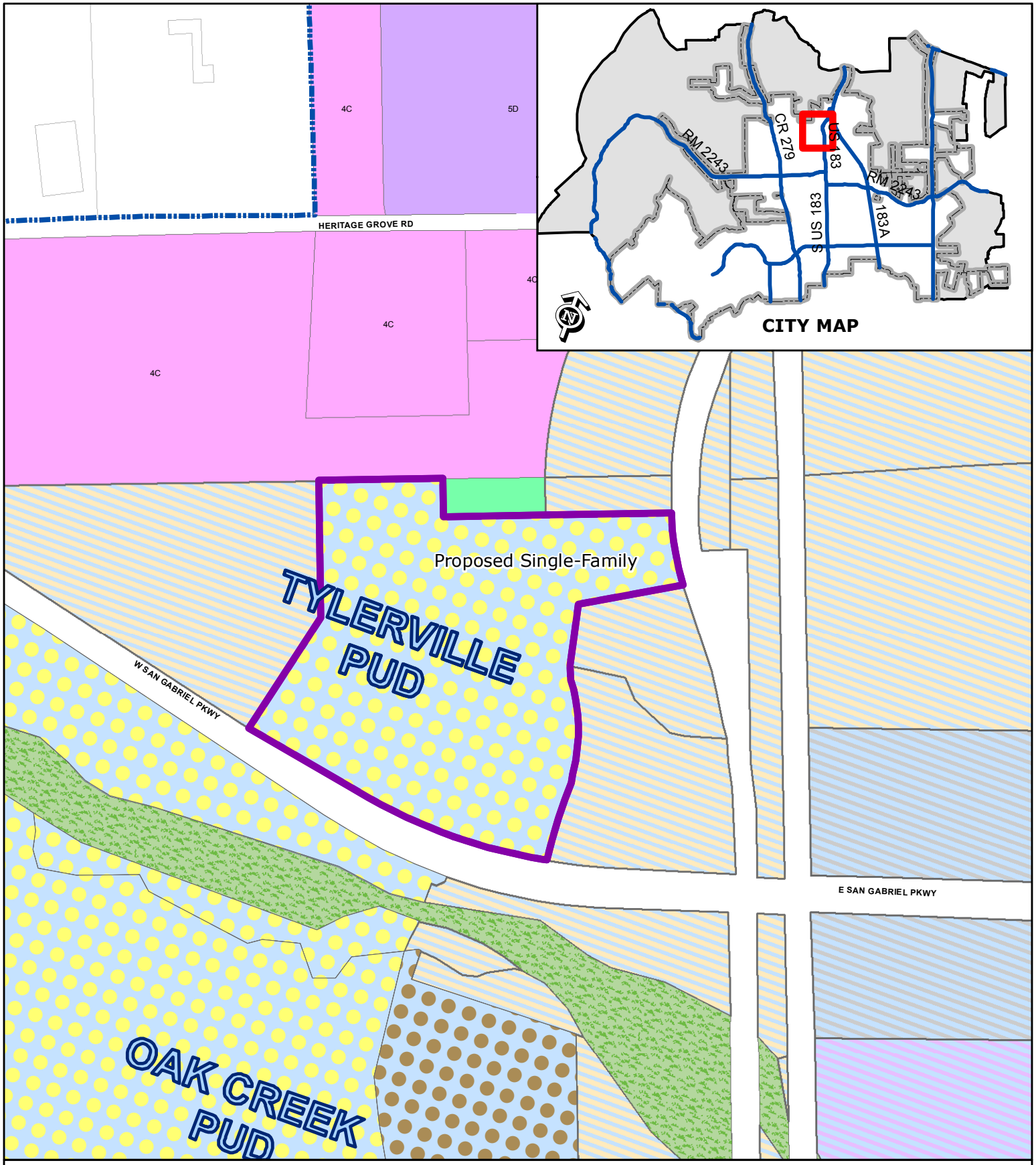


EXHIBIT B

Zoning Case 14-TOD-Z-026

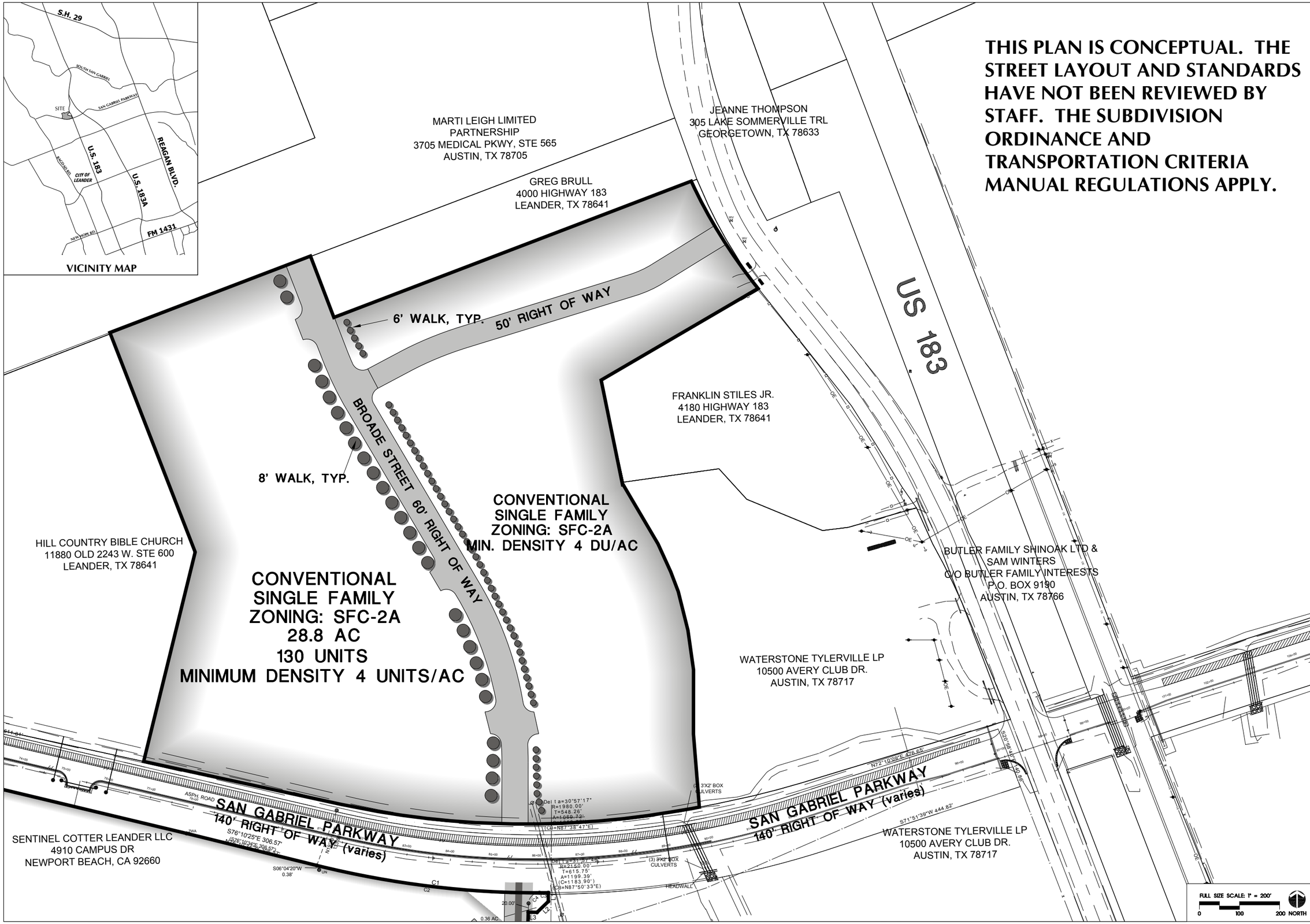
Proposed Zoning Map
Tylerville Tract PUD

N

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

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

0 200
Feet



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F 512.246.7793
www.secplanning.com
Email : info@secplanning.com

OWNER: TYLERVILLE
WATERSTONE TYLERVILLE, LP
10500 AVERY CLUB DRIVE
SUITE 900
AUSTIN, TX 78717

EXHIBIT C
CONCEPTUAL SITE LAYOUT AND LAND USE PLAN
TYLERVILLE TRACT
LEANDER, TEXAS

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Issued:

1.	City PUD Submittal	09/9/14
2.		
3.		
4.		
5.		

Revisions:

1.	City PUD Submittal	10/9/14
2.		
3.		
4.		
5.		

Issue Date:

Drawn By: MB
Reviewed By: MB

Project No.
140028-MAGR

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16. Zoning Case 14-TOD-Z-026: Hold a public hearing and consider action on the rezoning of a 33.67 acre portion tract of land, AW0134 – Cochran, C. Sur., more or less, generally located 850 feet from the northwest corner of the intersection of W. San Gabriel Pkwy and US 183, WCAD Parcel# R031694. Currently, the property is zoned PUD/TOD (Planned Unit Development/Transit Oriented Development) and the applicant is proposing an amendment to the PUD, Leander, Williamson County, Texas. Applicant: Bob Wunsch.

a) Staff Presentation

Robin Griffin, Senior Planner, stated that staff reviewed the request and it has staff approval.

b) Applicant Presentation

Mark Baker was present for questions

c) Open Public Hearing

Chairman Seiler opened the public hearing.
Frank Stiles spoke in favor of the project but also discussed his concerns.

d) Close Public Hearing

Chairman Seiler closed the public hearing.

e) Discussion

Discussion took place.

f) Consider Action

Commissioner Wixon moved to approve with staff recommendation, Vice Chairman Stephenson seconded the motion. Motion passed unanimously

17. Zoning Case 14-Z-027: Hold a public hearing and consider action on the rezoning of a 5.69 acre tract of land, more or less, located at 1001 Horizon Park Blvd, WCAD Parcel# R036572. Currently, the property is zoned TF-2-B (Two-Family) and the applicant is proposing to zone the property PUD (Planned Unit Development), Leander, Williamson County, Texas.

a) Staff Presentation

Robin Griffin, Senior Planner, stated that staff reviewed the request and it has staff approval.

b) Applicant Presentation

Mike Kopecky explained the purpose of his zoning.

c) Open Public Hearing

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

d) Close Public Hearing

Chairman Seiler closed the public hearing.

e) Discussion

Discussion took place.

Executive Summary

November 20, 2014

Agenda Subject: Composite Zoning Ordinance Case 14-OR-008: Hold a public hearing and consider action on amending sections of the Composite Zoning Ordinance, to add definitions, update the site components regarding outdoor animal boarding and landscape requirements, to modify requirements for drainage and detention facilities, to amend the masonry wall requirements, to update the architectural standards, to update the site development standards, and to update the garage setback requirements.

Background: Staff is proposing the following amendments to the Composite Zoning Ordinance:

1. Add Heritage Tree definitions.
2. Modify Single-Family Use Components regarding garages.
3. Update the Use and Site Components regarding outdoor animal boarding.
4. Update the Landscape Requirements.
5. Update the setback table and exhibits.
6. Modify the requirements for drainage and detention facilities.
7. Update the masonry wall requirements.
8. Update the garage setback requirements.
9. Add Minor Site Development Permit provisions.
10. Update the site development standards regarding utility line requirements.

Origination: City of Leander Planning Department

Financial Consideration: None

Recommendation: Staff recommends approval. During the November 13, 2014 meeting, the Planning & Zoning Commission unanimously recommended that this amendment be postponed to allow for further discussion with the development community. In addition, they requested the addition of the word "only" to the following statement from Article VI Section 1 (c)(5)(iii): "...if approved by

the Planning Director only when on-site replacement is not possible or practical..."

Attachments:

1. Summary of Proposed Amendments
2. Ordinance
3. Minutes–Planning & Zoning Commission November 13, 2014

Prepared By: Tom Yantis, AICP
Assistant City Manager 11/14/2014

COMPOSITE ZONING ORDINANCE AMENDMENTS

ARTICLE I – GENERAL

SECTION 6: DEFINITIONS

Heritage Tree means a living tree that the City desires to preserve to the greatest extent possible. They are those trees identified in the preferred plant list maintained by the Planning Department or the Grow Green Guide that are greater than twenty-six (26) caliper inches. They do not include hackberry, mountain juniper, ash juniper, bois d'arc, cottonwood, chinaberry or sycamore or any other invasive species listed in the Grow Green Guide, except for an unusually large or significant specimen.

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

ARTICLE III – USE COMPONENTS

SECTION 1: SFR – SINGLE-FAMILY RURAL

(e) Exceptions

(1) Streets may be constructed to Alternate Urban Standards without curb and gutter (see Transportation Criteria Manual).
(2) Sidewalks are not required.
(3) Dip driveways (without a culvert) are permitted across "bar" ditches if the depth of the water is no greater than one foot during a twenty-five (25) year storm event.
(4) Street lights are not required.
~~(5) A tree survey or a tree analysis by aerial photo is not required.~~

ARTICLE III – USE COMPONENTS

SECTION 5: SFC – SINGLE-FAMILY COMPACT

(d) Enclosed Garage and Parking

(1) Dwelling units with three or more bedrooms and lots having an accessory dwelling: A minimum of two garage-enclosed parking spaces and two additional off-street parking spaces (driveway may be counted toward provision of off-street parking) shall be provided per lot.
(2) Dwelling units with two or less bedrooms and not having an accessory dwelling: A minimum of one garage-enclosed parking space and two additional off-street parking spaces (driveway may be counted toward provision of off-street parking) shall be provided for each lot.
(3) Parking for other uses shall be provided in accordance with Art. VI, Sec. 3.
~~(4) To keep the front of the structure from being dominated by garage doors, for dwellings less than fifty feet wide, a maximum of a two car garage is permitted if the garage door(s) is (are) front facing or offset by less than forty five (45) degrees from such orientation.~~

DRAFT

Legend: Added, ~~Removed~~, Moved, ~~Moved From~~

SECTION 6: SFL – SINGLE-FAMILY LIMITED

(d) Enclosed Garage and Parking

(1) A minimum of one garage-enclosed parking space and two additional off-street parking spaces (driveway may be counted toward provision of off-street parking) shall be provided per lot.

(2) Parking for other uses shall be provided in accordance with Art. VI, Sec. 3.

~~(3) To keep the front of the structure from being dominated by garage doors, for dwellings thirty-five (35') feet wide and less, the dwelling is limited to a single-wide garage if such garage door is front facing or within 45 degrees of such orientation. The garage may be a tandem garage or may be a double garage with rear or side access. For dwellings greater than thirty-five (35') feet wide, the dwelling is limited to a double-wide garage if the garage door(s) is (are) front facing or within 45 degrees of such orientation.~~

~~(4) In no case shall the garage be located in front of the primary structure for lots less than fifty (50') feet wide.~~

SECTION 7: SFT – SINGLE-FAMILY TOWNHOUSE

(d) Enclosed Garage and Parking

(1) A minimum of one garage-enclosed parking space and two additional off-street parking spaces (driveway may be counted toward provision of off-street parking) shall be provided for each lot.

(2) Parking for other uses shall be provided in accordance with Art. VI, Sec. 3.

~~(3) To keep the front of the structure from being dominated by garage doors, for dwellings less than thirty-five feet wide, the dwelling is limited to a single-wide garage if such garage door is front facing. The garage may be a tandem garage or, if provided with rear or side access, may be a double garage.~~

SECTION 13: GC – GENERAL COMMERCIAL

(b) Conforming Uses

Certain uses listed in this use component also need to be supported by an appropriate site component in order to be permitted. A building or premise shall be used only for the following purposes:

(1) Any use permitted in the "LC" – Local Commercial component with no limit in square footage

(2) Animal hospital, veterinarian, animal boarding including a crematory associated with such use on site, or a crematory associated with a cemetery, as long as the crematory stack is located at least two hundred feet (200') from a restaurant, or associated parking, or a residential zoning district (unless such district is utilized for non-residential uses). Any commercial enterprise which includes an outdoor animal yard or any other commercial un-soundproofed animal area containing five or more animals is required to be at least two hundred feet (200') from any residential district (unless such district is utilized for non-residential uses) and is required to be combined with a Type ~~3,~~ 4 or 5 site component.

ARTICLE V – SITE COMPONENTS

SECTION 3: TYPE 3

(b) Site Uses and Features (Some Site Uses Listed Also Require Appropriate Use Component)

(1) General (All Development):

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(i) Accessory buildings / structures are permitted as long as their total square footage is not greater than thirty percent (30%) of the gross floor area of the primary building / structure utilizing such (agricultural and recreational buildings / structures are exempt from this limit).

~~(ii) Outdoor animal boarding is permitted if combined with a GC or HC use component (required to be at least two hundred feet from any residential district unless such district is utilized for non-residential uses).~~

ARTICLE VI – SITE STANDARDS

SECTION 1: LANDSCAPING, TREE PRESERVATION & PROTECTION, AND SCREENING REQUIREMENTS

(a) Purpose.

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

(2) To enhance the community's ecological, environmental and aesthetic qualities; to encourage the preservation of trees for the enjoyment of future generations; to provide environmental elements by adding value to property, and reduction of energy costs through passive solar design utilizing trees; and to promote and protect the health, safety and welfare of the public by creating an urban environment that is aesthetically pleasing and that promotes economic development through an enhanced quality of life..

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

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

~~**(b) General.**~~

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

(2) ~~Maintenance: The owner of landscaped property shall be responsible for the maintenance of all landscape areas. Said areas shall be maintained so as to present a healthy, neat and orderly appearance at all times and shall be kept free~~

~~of refuse and debris. All planted areas shall be provided with a readily available water supply and watered as necessary to ensure continuous healthy growth and development. Landscape irrigation systems shall not be mandatory with low water demanding landscapes, which are encouraged. Maintenance shall include the removal of dead plant material and its replacement if that material was used to meet the requirements of this section.~~

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

(4) ~~Replacement Trees.~~

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

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

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

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

(6) ~~Turfgrass.~~

(i) ~~All turfgrass installed shall have summer dormancy capabilities and shall be one of the varieties set forth in the preferred plant list maintained by the Planning Department or the Grow Green Guide. Buffalo grass, zoysia grass or Bermuda grass are recommended for sunny sections of the landscape.~~

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

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

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

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

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

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

~~(c)~~(b) **Landscape Requirements.**

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

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

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

(4) Turfgrass.

(i) All turfgrass installed shall have summer dormancy capabilities and shall be one of the varieties set forth in the preferred plant list maintained by the Planning Department or the Grow Green Guide. Buffalo grass, zoysia grass or non-seeding varieties of Bermuda grass are recommended for sunny sections of the landscape.

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

(iii) The maximum landscape that may be planted in turfgrass for the types of development listed in Article VI, Section 1 (b)(9)~~subsection (c)(1)~~(i) through (iv) below shall be limited to fifty (50%) percent of the required landscape area.

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

(6) The use of architectural planters may be permitted in fulfillment of landscape requirements.

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

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

(9) A minimum percentage of the total lot area of property on which development occurs, ~~after the effective date of this ordinance,~~ shall be devoted to landscape development in accordance with the following schedule. Such percentages may include setback areas. However, all non-single-family and non-two-family setback

areas are required to be landscaped in accordance with ~~(3)~~Article VI, Section 1 (b)(11) ~~below~~ even if they exceed the following percentages:

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

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

(i) Detention and water quality ponds unless such ponds are designed as follows:

a. The ponds shall utilize earthen berms.
b. Any structural stabilization shall be limited to the use of native stone (except for outlet structures) and shall be limited to not more than thirty percent (30%) of the perimeter of the pond.
c. Such ponds shall be seamlessly integrated with the landscaping.
d. Such ponds shall be not greater than eighteen inches deep.
e. Such ponds shall not comprise more than 25% of the required landscaped area.

(ii) Utility, mechanical and electrical facilities.
(iii) Sidewalks or other paved surfaces except for any decorative aggregate or pervious brick pavers if contained in planting areas and comprising less than ten percent (10%) of the required landscape area.
(iv) Landscaped areas less than four feet in width. In calculating the width of landscaped areas, such areas shall not be divided by any form of pavement (e.g. sidewalks, detention or water quality ponds, paving, etc.)

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

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

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

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

~~(13) Significant trees removed during construction shall be replaced based on a replacement ratio (inches removed to inches planted) as follows:~~

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

~~(ii) For every one caliper inch of existing significant tree eighteen (18) inches and larger that is not retained during construction in healthy condition, two caliper inches of significant tree shall be planted as replacement for projects.~~

~~(iii) For every one caliper inch of existing significant tree eighteen (18) inches and larger that is located within proposed right-of-way or utility easements in a single-family or two-family development, two caliper inches of significant tree shall be planted as replacement for projects. The required replacement trees for single-family or two-family developments may be planted in park or landscape lots that will be owned and maintained by the property owners association.~~

~~(iv) For every one caliper inch of existing significant tree between eight (8) and eighteen (18) inches that exceeds 50% of total caliper inches that is not retained, one caliper inch of significant tree shall be planted as replacement for projects.~~

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

~~(vi) A fee in lieu of planting replacement trees of one hundred fifty dollars ($150) per required caliper inch may be paid by the applicant.~~

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

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

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

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

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

~~(14) Credit for Significant Trees: In order to provide credit toward the preservation of existing significant trees, no more than fifty percent (50%) of the critical root zone shall be disturbed and/or distressed with impervious cover, and the remaining critical root zone shall consist of at least one hundred (100) square feet.~~

~~(15)~~(13) Invasive Species: Multi-Family and non-residential projects are required to remove all invasive species for the portion of the project indentified within the limits of construction. Single-family and two-family developments that remove all invasive species as listed in the Grow Green Guide, are eligible for a twenty-five (25%) percent credit towards the tree mitigation requirements.

~~(16)~~(14) ~~Tree Diversification: No more than fifty (50%) percent of the same species may be planted to meet the tree planting requirements.~~

~~(17)~~(15) ~~A non-disturbance zone shall be maintained on single-family and two-family lots. A disturbance area no less than five (5') feet from the foundation necessary for construction and grade transitions shall be permitted. The trees located on the~~

~~remainder of the lot shall not be removed unless a unique situation is approved by the Planning Director.~~

~~(18)~~(16) The landscaping shall be placed upon that portion of a tract or lot that is being developed. Fifty percent (50%) of the required landscaped area and required plantings contained in ~~(c)~~the landscape requirements listed in this section ~~(above)~~ shall be installed between the front property lines and the building being constructed. Undeveloped portions of a tract or lot shall not be considered landscaped, except as specifically approved by the City. Landscaping placed within public right-of-ways shall not fulfill the minimum landscape requirements.

~~(19)~~(17) No landscaping over three feet in height shall be planted within forty (40) feet of the intersection of any street pavement (see Figure N). Any planted or existing vegetation within this area shall be kept pruned so that foliage shall not grow or exist within three and eight feet above the elevation of the curb closest to the vegetation.

~~(20)~~(18) The Director of Planning may grant exceptions to these provisions to require a lesser amount of landscaping if the intent of this ordinance is met, and the reduction of the landscape area results in the preservation of natural features having comparable value.

~~(21)~~(19) In cases of death or removal of a tree planted pursuant to the terms of this section, a replacement tree of equal size and type shall be required to be planted. A smaller tree that will have a mature crown similar to the tree removed may be substituted if the planting area or pervious cover provided for the larger tree in this section is retained.

~~(22)~~(20) The location, calculations, size and description of all landscaping and screening materials proposed to satisfy the requirements of this section shall be shown on a Landscape Plan, and included with the construction plans.

~~(23)~~(21) Landscape plans are required with all new multi-family and non-residential permits showing:

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

~~(24)~~(22) Soil Depth (New residential and non-residential)

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

~~(25)~~(23) Mulch (all non-residential properties). All exposed soil surfaces of non-turf areas within the developed landscape area must be mulched with a minimum two-inch layer of organic material. Examples of organic material include pine bark,

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shredded cedar, composted leaves, and shredded landscape clippings. Native/wildscape areas are exempt.

~~(26)~~(24) WaterWise Landscape Principles. These principles shall be an integral component of the landscape design and plan. Homebuilders shall be required to offer a WaterWise landscape option in any series of landscape options offered to home buyers. The seven basic principles of WaterWise landscaping include:

(i) Proper planning and design
(ii) Proper soil preparation (compost-improved topsoil)
(iii) Practical turfgrass selection of drought resistant-species
(iv) Appropriate plant selection. The plants listed as invasive plants to avoid in the Grow Green Guide, shall not be offered as part of a WaterWise landscape option.
(v) Efficient irrigation systems
(vi) Use of mulches
(vii) Appropriate maintenance

~~(27)~~(25) Irrigation Requirements (New residential and non-residential installations):

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

~~(28)~~(26) A property owner's association may not include or enforce a provision in a dedicatory instrument that prohibits or restricts a property owner from:

(i) Implementing measures promoting solid waste composting of vegetation, including grass clippings, leaves or brush, or leaving grass clippings uncollected on grass;

(ii) Installing rain barrels or a rainwater harvesting system; or

(iii) Implementing efficient irrigation systems, including underground drip or other drip irrigation systems.

~~(29)~~(27) A property owner's association may not include or enforce a provision that requires:

(i) A defined irrigation schedule specified by the association unless a~~t~~ defined irrigation schedule is mandated by the association's water supplier in order to curtail outdoor water use;

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

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

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

~~(30)~~(28) Alternative Landscape Plan.

(i) An application for an alternative landscape plan may be submitted for consideration by the Director of Planning when site conditions make strict compliance with the landscape requirements undesirable or impractical. Examples of such site conditions include, but are not limited to, the following:

a. Existing buildings, utilities or other improvements

b. Unusual shape of lot, tract or building site

c. Topography, soil, geologic, vegetation or other natural feature

d. Safety (e.g. vehicle sight distance, impediments to vehicle maneuvering, visibility of traffic or safety related signage)

(ii) The alternative landscape plan shall, as a whole, meet or exceed the standards of this ordinance. When a provision is reduced, the plan shall increase other provisions to off-set any non-compliance. For instance, if landscaping plantings are reduced in one area, plantings in other areas that will have a similar beneficial impact shall be increased by an equal or greater amount. If the area of landscaping is decreased, the number of plantings shall be increased.

(iii) The Director of Planning shall consider approval or disapproval of an alternative landscape plan. If the decision is to disapprove, the Director shall state reasons. An applicant may appeal the decision of the Director to the Commission. The applicant may appeal a decision of the Commission to the City Council. Such appeal shall be processed as a variance.

(c) Tree Preservation and Protection

(1) Unless otherwise allowed by this Ordinance, no property shall be clear-cut or selectively cleared, nor shall a Significant Tree or Heritage Tree be removed from a property for which subdivision construction plans, a site development permit, or building permit are required by the code of ordinances, without first securing the necessary approval from the City.

(2) Exceptions.

(i) Dead or Diseased Trees

a. If the Planning Director determines after a site inspection that a

Significant Tree or Heritage Tree is dead, dying, or fatally diseased prior to starting a project, the mitigation requirements shall not be required.

b. A letter from an arborist shall be required to confirm the condition of the tree if the condition is not obvious.

(ii) Dangerous Trees

a. If the Planning Director determines that a Significant Tree or Heritage Tree is causing a danger or is in a hazardous condition due to natural disaster, such as a tornado, fire, storm, flood, or other act of God that endangers public health, welfare, or safety, the mitigation requirements shall not be required for the removal of the tree.

(iii) Sight Triangles

a. If the Planning Director determines that a Significant Tree or Heritage Tree is interfering with the safe visibility at a sight triangle of an existing public street, the tree may be removed and the mitigation requirements shall not be required.

(3) Heritage Tree Preservation Requirements

(i) Heritage Trees shall be preserved on site unless otherwise approved for removal as outlined in this Ordinance.

(ii) Heritage Trees shall be graphically shown on Tree Preservation Plans associated with plats and site development permit plans and shall contain a note stating that the Heritage Trees cannot be removed without a permit.

(iii) Preserved Heritage Trees may be credited towards the Landscape requirements of this Ordinance.

(4) Significant Tree Preservation Requirements

(i) Up to fifty (50%) percent of Significant Trees between eight (8) and eighteen (18) caliper inches may be removed during construction without mitigation.

(ii) Significant Trees shall be graphically shown on Tree Preservation Plans associated with plats and site development permit plans.

~~(i)~~(iii) Preserved Significant Trees may be credited towards the Landscape requirements of this ordinance.

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

(5) Removal of Heritage or Significant Trees

(i) Heritage Tree Removal Permit

a. Heritage Trees may be removed only with the approval of a Heritage Tree Permit and after the required mitigation has been provided.

b. The Planning & Zoning Commission shall review all applications for Heritage Tree removal permits and make a recommendation for approval or denial to the City Council which shall have final authority to issue the permit.

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c. Approval of removal permits shall be based on the following:
   1) Tree size/number of trunks;
   2) Tree health and viability;
   3) Tree location;
   4) Other Significant and Heritage Trees to be preserved on site; and
   5) Whether all reasonable efforts have been made to design the project in a way to preserve Significant and Heritage Trees on site.

(ii) Significant Tree Removal Permit

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

b. Removal of Significant Trees greater than eighteen (18) caliper inches requires the approval of the Planning & Zoning Commission or the approval of an alternative tree preservation plan as described in this ordinance for projects other than single-family or two-family.

(iii) Mitigation for removal of a Heritage or Significant Tree

a. The removal of Heritage and Significant Trees shall require mitigation using the calculations and procedures defined below. Mitigation may be achieved through credit of existing trees on site, replacement trees planted on-site, or payment-in-lieu of replacement trees if approved by the Planning Director only when on-site replacement is not possible or practical.
   1) Mitigation shall be required at a 1:1 caliper inch basis for significant trees between eight (8) and eighteen (18) caliper inches.
   2) Mitigation shall be required at a 2:1 caliper inch basis for significant trees greater than eighteen (18) caliper inches and less than twenty-six (26) caliper inches.
   3) Mitigation shall be required at a 3:1 caliper inch basis for Heritage Trees and a mitigation fee in the amount of $300.00 per caliper inch removed.
   4) If payment in lieu of replacement trees is approved by the Planning Director, the fee shall be equal to one hundred fifty dollars ($150) per caliper inch of replacement tree.

b. Replacement Trees.
   1) Replacement Trees shall be a minimum of two (2) inches in caliper measured four (4') feet above finished grade immediately after planting. A list of recommended replacement trees shall be maintained by the Department of Planning and shall include those trees listed in the Grow Green Guide.
   2) If the developer chooses to substitute trees not included on the recommended list, those trees shall have an average mature crown greater than fifteen (15) feet in diameter to meet the requirements of this section. Trees having an average mature crown less than fifteen (15) feet in diameter may be substituted by grouping trees so as to create at maturity the equivalent of a fifteen foot (15) diameter crown if the drip line area is maintained.

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

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

~~(2)~~(6) An alternative tree preservation plan may be approved by the Director of Planning for properties where existing tree cover is especially dense and the following are found:

(i) Removal of a significant number of trees is unavoidable,

(ii) The applicant has planned the development so as to save the highest quality and greatest number of trees that could be reasonably expected,

(iii) All areas of the site that can be reasonably utilized for tree replacement have been utilized, and

~~(iv) The landscape area and tree planting requirements of this ordinance have been exceeded by at least fifty percent (50%).~~The proposed total landscaping exceeds the requirements of the ordinance.

~~(3)~~(7) Tree Diversification: No more than fifty (50%) percent of the same species may be planted to meet the tree planting requirements.

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

(9) Tree Protection Plan Requirements

(i) An applicant for a single-family or two-family preliminary plat or final plat, or a site development permit– shall provide a tree survey prepared within two years preceding the application date. This tree survey shall include ~~with~~ the street and lot layout, or site plan superimposed at a scale of 1"=100' (or as appropriate) identifying significant trees located on the property that meet the requirements indicated in this section. The applicant shall provide a tree preservation plan that identifies the surveyed trees and the mitigation of the protected trees that are proposed for removal. ~~An applicant for a commercial building permit shall provide a tree survey with the application identifying significant trees located on the property that meet the requirements indicated in this subsection. The applicant shall provide a tree preservation plan that shows which trees are to be preserved and protected and which trees are to be replaced in accordance with the replacement requirements of this subsection, if any, and~~The applicant shall be required to demonstrate that lot lines, street layouts and site improvements have been designed and located and that lot width, depth and size flexibility as permitted by the applicable zoning district has been utilized to the maximum extent necessary to retain the maximum number of significant trees reasonably practicable.

~~(i)~~(ii) The Director of Planning shall determine if adequate performance is achieved based on the standards of this ~~paragraph~~section. Approval of the

tree protection plan by the Director of Planning is required prior to preparation and submission of a subdivision or ~~building permit~~site development permit application. The applicant may appeal any decision of the Director to the Commission. A decision of the Commission may be appealed to the City Council. Any preserved or replacement trees may be counted toward the landscape requirements of this section. See the Construction Plan requirements for details.

~~(ii)~~(iii) All trees to be preserved as shown in an approved preservation plan shall be clearly marked prior to the commencement of construction activities.

(iv) Critical Root Zone

a. No construction or disturbance shall occur within an area that constitutes more than fifty (50%) of the total critical root zone and one half the radial distance of the critical root zone for each tree being preserved including Significant Trees, Heritage Trees, and any other trees for which preservation is to be credited. The remaining critical root zone shall consist of at least one hundred (100) square feet.

b. This defined area shall be flagged and encircled with protective fencing during construction. The Planning Director may approve construction closer to the trunk than one half (½) the radial distance, depending on the size, spacing, or species of the tree, the type of disturbance proposed, and uniqueness of the situation.

c. Cut or fill that is greater than four (4) inches in depth and the severing of major roots shall be considered disturbance for the purposes of this Ordinance.

d. Within the protected critical root zone, only flatwork, decking, or similar construction, may be approved and shall not affect the branching of the tree.

~~a.~~e. If proposed or actual protection of the critical root zone of a tree does not meet the requirements of this Section, then the tree shall be considered removed and shall require mitigation in accordance with this Ordinance.

(d) Screening Requirements.

(1) In addition to the landscaping requirements of this section, all development other than single-family or two-family shall comply with the following screening requirements:

(i) The following shall be screened from the view of at least sixty percent (60%) of adjacent single-family or two-family residences and any street or public right-of-way: off-street parking areas, loading spaces and docks, trash and storage containers, outside storage areas, satellite dishes larger than eighteen (18) inches in diameter, antennas, mechanical equipment, and metal siding.

(ii) Above ground utility facilities up to six (6) feet above grade for multi-family and non-residential development are required to be screened from view except for poles, fire hydrants and existing lines.

(iii) Detention Facilities including detention ponds and/or water quality ponds shall be screened from view.

(iv) Screening by vegetation that could be removed from adjacent undeveloped or partially developed properties when such property is developed is not considered as screening from view.

(v) Outside storage areas shall be screened by the use of a privacy fence or wall at least the height of the items to be screened and in conformance with the requirements of this ordinance.

(vi) A minimum five-foot (5') landscaped area located on the exterior of the fence shall be provided and landscaped in accordance with paragraph (2) (i) above unless the fence is on a rear boundary line or adjoining a permanent structure on the site.

(vii) 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.

(2) Approved screening techniques include privacy fences, evergreen vegetative screens, landscape berms, existing vegetation or any combination thereof.

(3) Privacy Fences (See section 14 and 16 of this Article)

(4) Evergreen Vegetative Screens. Evergreen plant materials shall be shrubs, at least thirty (30) inches in height and at a minimum spacing of 48 inches at the time of installation, in combination with shade trees not more than fifty feet apart.

(5) Landscape Berms, in combination with trees, shall fulfill the screening requirements of this section if the berms are at least three (3) feet in height and have maximum side slopes of four (4) feet of horizontal run for every one (1) foot in vertical rise.

(6) Existing on-site vegetation, demonstrating significant visual screening capabilities and as approved by the Director of Planning, shall fulfill the requirements of this section.

(e) ~~**Alternative Landscape Plan.**~~

(iv) ~~An application for an alternative landscape plan may be submitted for consideration by the Director of Planning when site conditions make strict compliance with the landscape requirements undesirable or impractical. Examples of such site conditions include, but are not limited to, the following:~~

(v) ~~Existing buildings, utilities or other improvements~~

(vi) ~~Unusual shape of lot, tract or building site~~

(vii) ~~Topography, soil, geologic, vegetation or other natural feature~~

(viii) ~~Safety (e.g. vehicle sight distance, impediments to vehicle maneuvering, visibility of traffic or safety related signage)~~

(ix) ~~The alternative landscape plan shall, as a whole, meet or exceed the standards of this ordinance. When a provision is reduced, the plan shall increase other provisions to off-set any non-compliance. For instance, if landscaping plantings are reduced in one area, plantings in other areas that will have a similar beneficial impact shall be increased by an equal or greater amount. If the area of landscaping is decreased, the number of plantings shall be increased.~~

(x) ~~The Director of Planning shall consider approval or disapproval of an alternative landscape plan. If the decision is to disapprove, the Director shall state reasons. An applicant may appeal the decision of the Director to the Commission. The applicant may appeal a decision of the Commission to the City Council. Such appeal shall be processed as a variance.~~

~~(6)~~

~~(i) An applicant for a single-family or two-family preliminary plat or final plat shall provide a tree survey with the street and lot layout superimposed at a scale of 1"=100' (or as appropriate). The applicant shall provide a tree preservation plan that identifies the surveyed trees and the mitigation of the protected trees that are proposed for removal.~~

~~(ii) An applicant for a commercial building permit shall provide a tree survey with the application identifying significant trees located on the property that meet the requirements indicated in this subsection. The applicant shall provide a tree preservation plan that shows which trees are to be preserved and protected and which trees are to be replaced in accordance with the replacement requirements of this subsection, if any, and shall be required to~~

~~demonstrate that lot lines, street layouts and site improvements have been designed and located and that lot width, depth and size flexibility as permitted by the applicable zoning district has been utilized to the maximum extent necessary to retain the maximum number of significant trees reasonably practicable.~~

~~(iii) The Director of Planning shall determine if adequate performance is achieved based on the standards of this paragraph. Approval of the tree protection plan by the Director of Planning is required prior to preparation and submission of a subdivision or building permit application. The applicant may appeal any decision of the Director to the Commission. A decision of the Commission may be appealed to the City Council. Any preserved or replacement trees may be counted toward the landscape requirements of this section. See the Construction Plan requirements for details.~~

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

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

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SECTION 6: SETBACKS

(a) Building / Structure and Site Improvements:

BUILDING / STRUCTURE						
	Use Component	**Architectural Component**	**Front**	**Side**	**Street Side**	**Rear**
Standard Setback	SFR		25' ~~(30' street facing garage)~~	7'	15' ~~(20' street facing garage)~~	15'
	SFE, SFS, SFU, SFU/MH, TF		20' ~~(25' street facing garage)~~	5'	15' ~~(20' street facing garage)~~	15'
	SFC, SFL		20' ~~(25' street facing garage)~~	5' or 0' & 10'	15' ~~(20' street facing garage)~~	10'
	SFT		15' ~~(20' street facing garage)~~	0 or 10'	15' ~~(20' street facing garage)~~	10'

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	MF	Type A	20'	10'	20'	20'
		Type B	25'	10'	25'	20'
	LO, LC, GC, HC, HI	Type A, B	15'	10'	15'	10'
		Type C	20'	10'	20'	10'
	GC, HC, HI	Type D	25'	15'	25'	15'
Special Setback Where Adjacent to SFR, SFE, SFS, SFU, SFC, SFL, SFU/MH, TF*	MF, LO, LC, GC, HC, HI	Type A	(NA)	20'	(N/A)	20'
		Type B	(NA)	25'	(N/A)	25'
	LO, LC, GC, HC, HI	Type C	(NA)	30'	(N/A)	30'
	GC, HC, HI	Type D	(NA)	50'	(N/A)	50'
Garage Setback	SFR, SFE, SFS, SFU, SFU/MH, SFC, SFL, SFT, TF	See Article VIII Section 5(j)				

PARKING, AISLE, LOADING, CANOPIES, OUTDOOR DISPLAY						
	Use Component	**Site Component**	**Front**	**Side**	**Street Side**	**Rear**
Standard Setback	MF	All	20'	5'***	20'	5'***
	LO, LC, GC, HC, HI	Type 1, 2	15'	5'***	15'	5'***
		Type 3	20'	5'***	20'	5'***
		Type 4, 5	25'	5'***	25'	5'***
Special Setback Where Adjacent to SF or TF*	MF, LO, LC, GC, HC, HI	Type 1-3	(N/A)	15'	(N/A)	15'
		Type 4, 5	(N/A)	20'	(N/A)	20'

OUTDOOR STORAGE						
	Use Component	**Site Component**	**Front**	**Side**	**Street Side**	**Rear**
Standard Setback	LO, LC, GC, HC, HI	Type 3-4	**	5'***	**	0'
		Type 5	25'	0'***	25'	0'
Special Setback Where Adjacent to SF or TF*	LO, LC, GC, HC, HI	Type 3-5	(N/A)	25'	(N/A)	25'

* Unless such district is utilized for a non-residential use
** No closer than the street facing wall of the primary structure that utilizes such storage.
*** Setback does not apply for parking, drive aisles, storage etc. that are intended to cross lot line.

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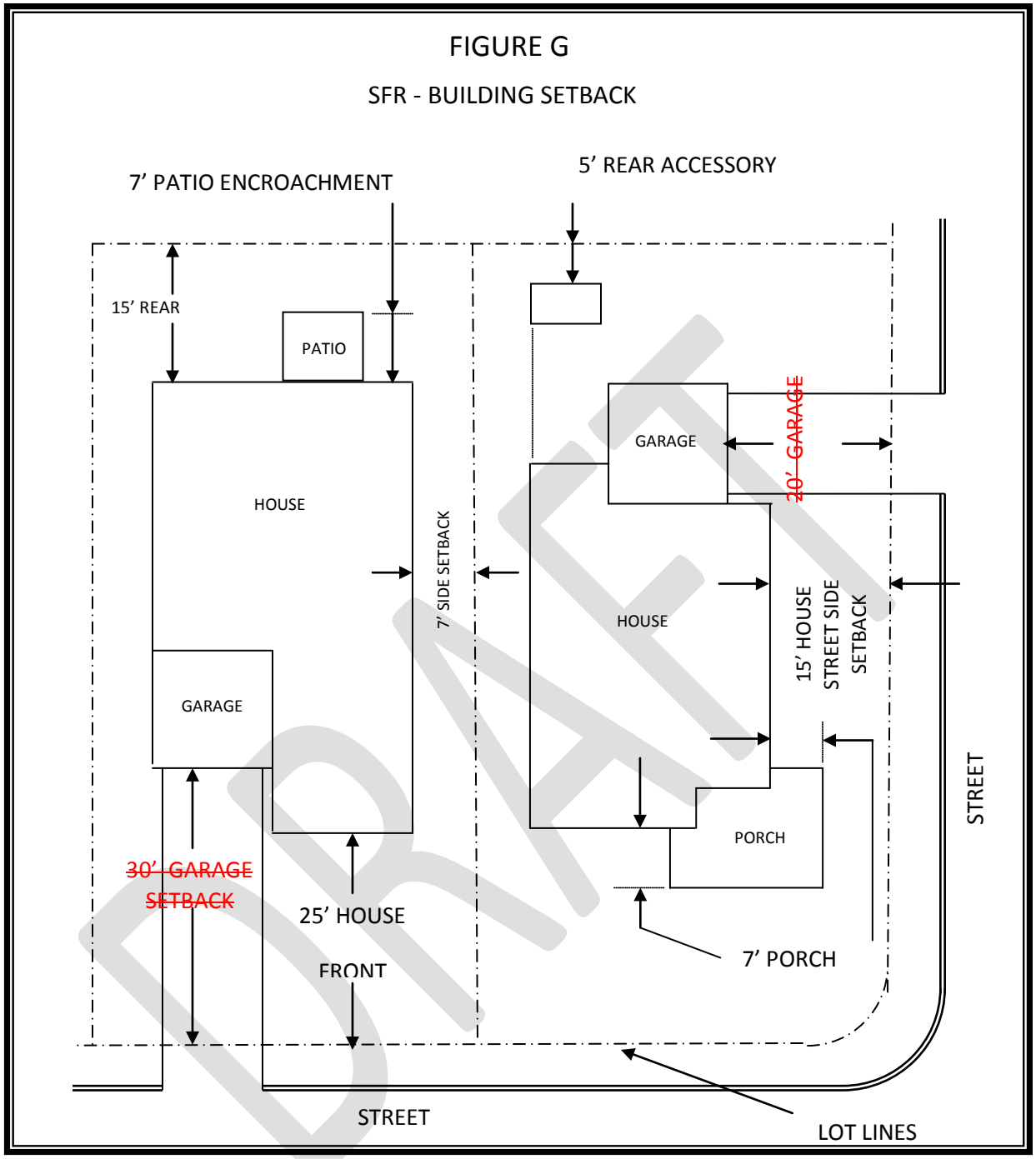

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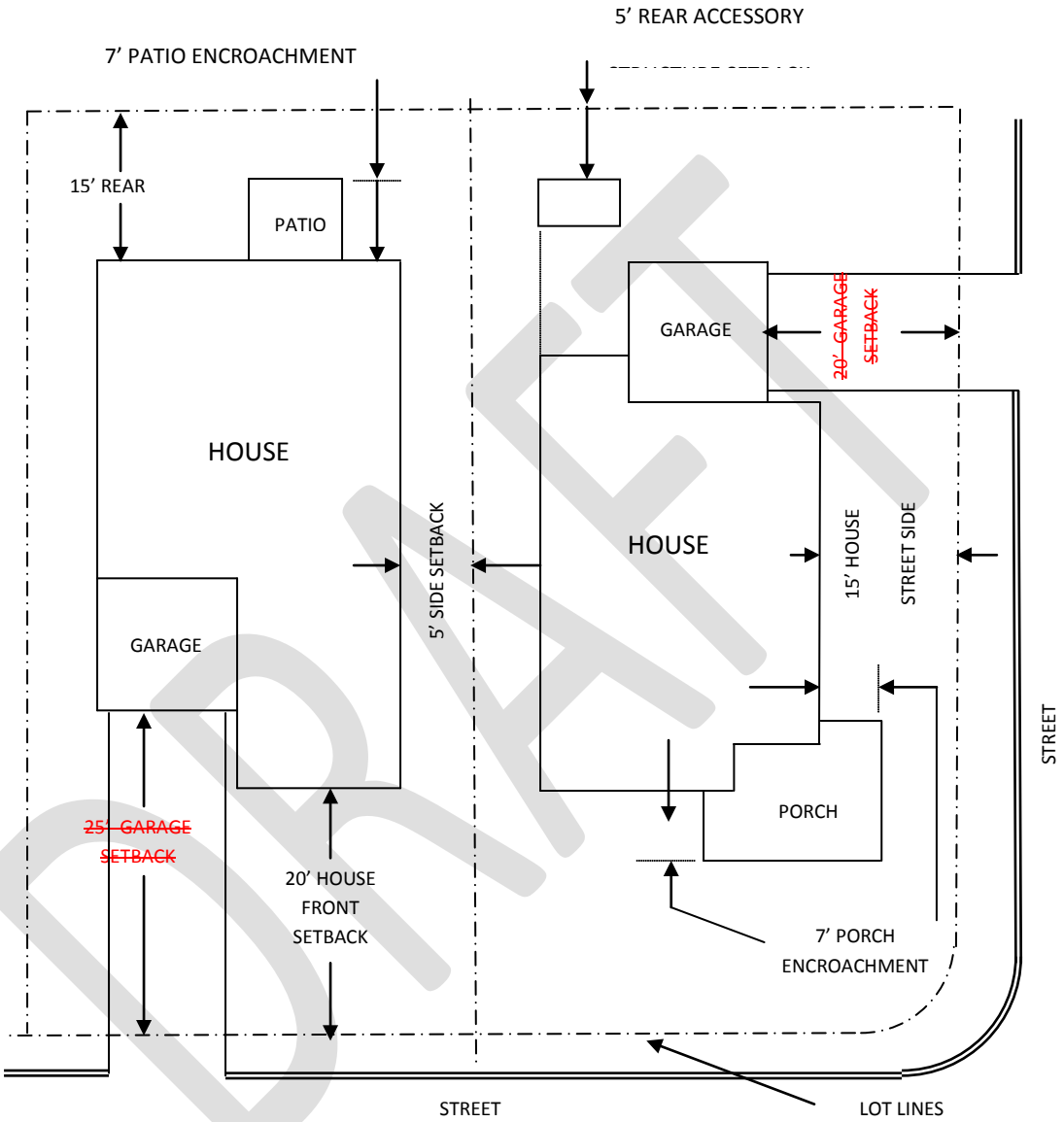
FIGURE H

SFE, SFS, SFU, SFU/MH & TF - BUILDING SETBACK



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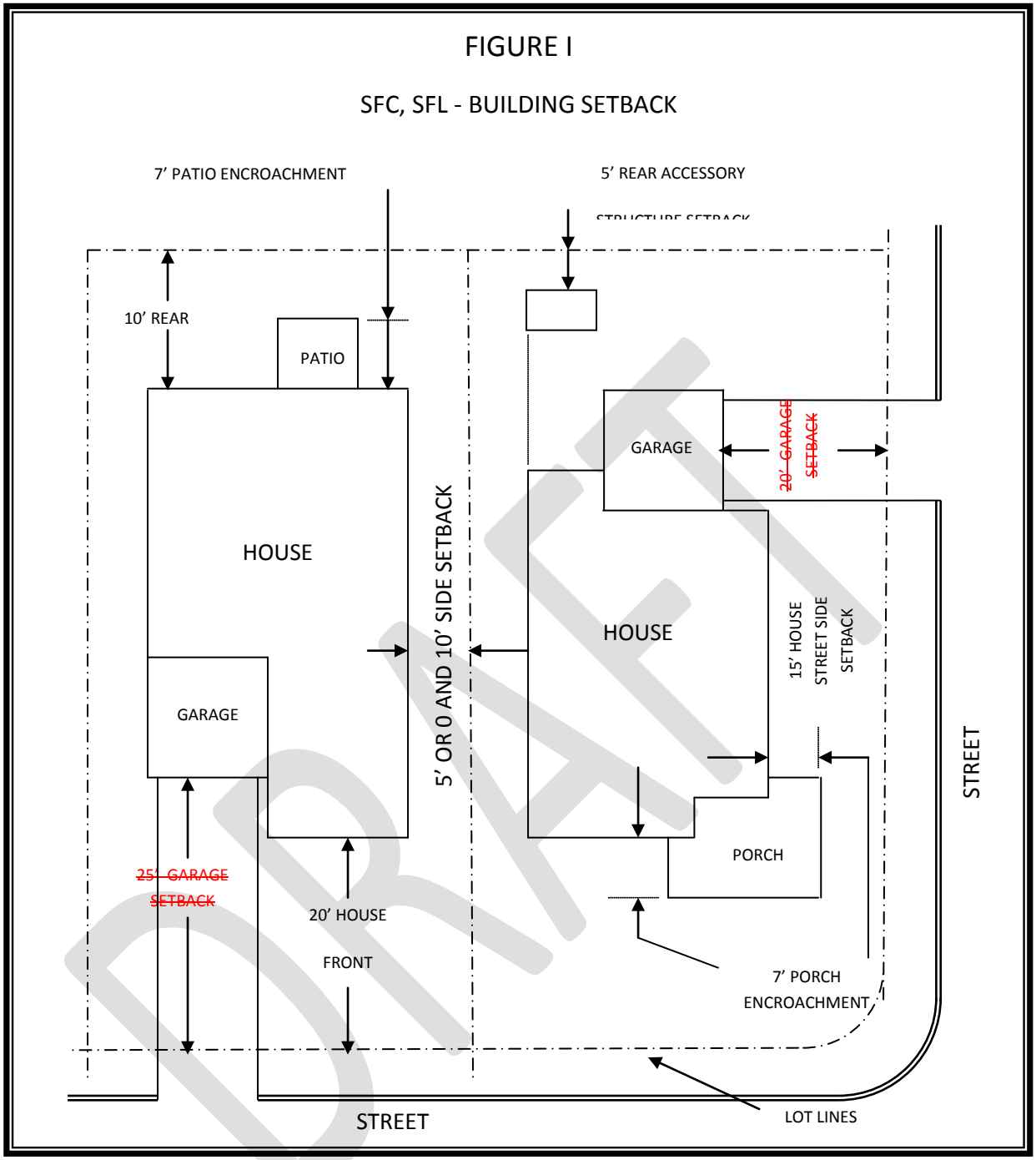

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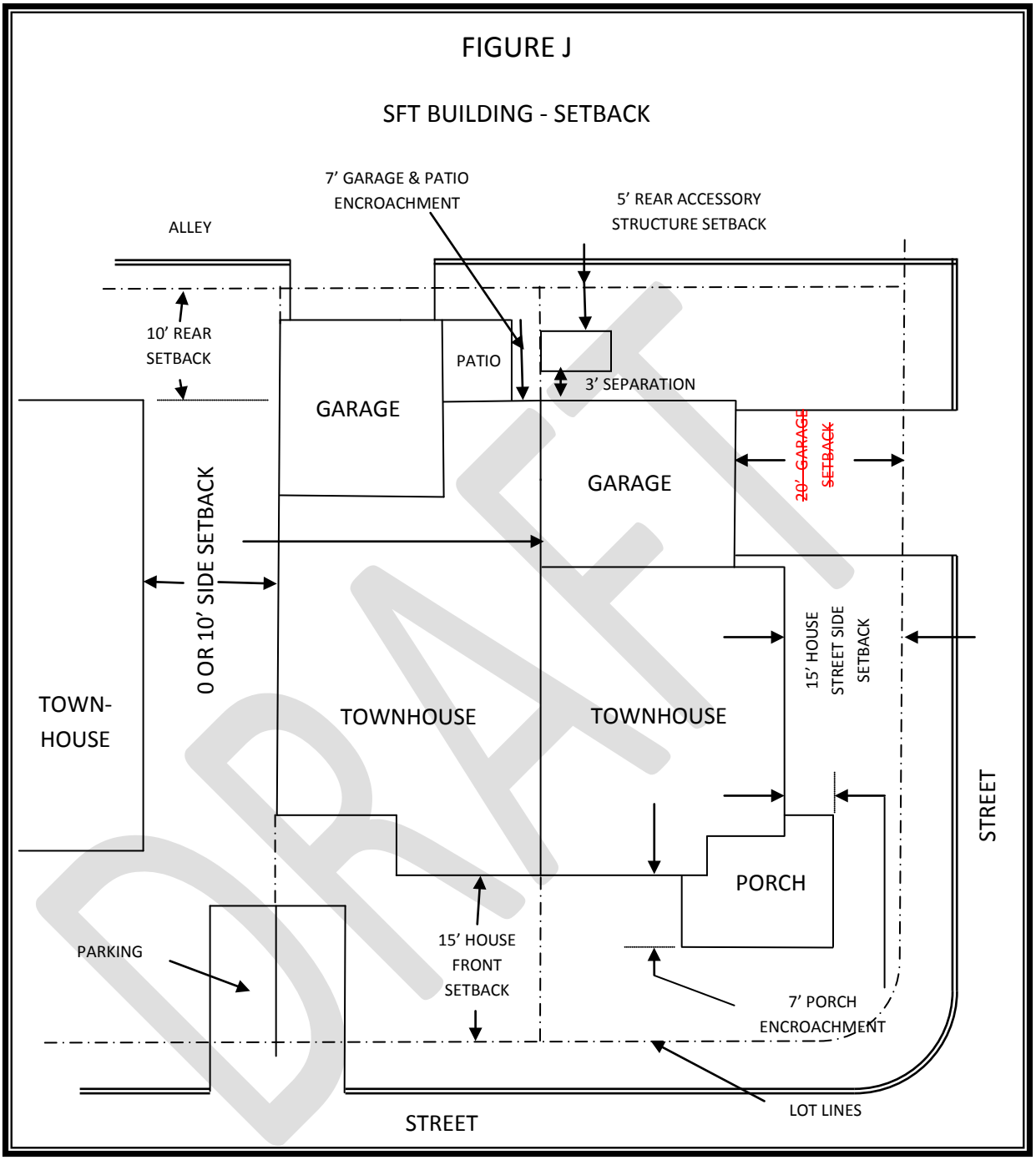

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(f) Exceptions:

~~(4) For lots less than sixty feet wide and zoned SFC or SFT, residential street facing garages shall be located no closer to the street than five feet in front of the dwelling or roof covered porch, with such dwelling or porch structure being not less than seven feet wide for all portions of the structure adjacent to the garage. For all other lots, residential street facing garages shall be located no closer to the street than the dwelling.~~

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SECTION 7: DRAINAGE AND DETENTION FACILITIES:

(a) Purpose.

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

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

(1) Non-residential and multi-family drainage facilities include all detention ponds, water quality ponds, pond outlet structures, berms, improved channels or other improvements associated with the drainage improvements. Roadside swales, storm sewer outfalls unless visible from a ROW, ~~and~~ inlets, and areas of concrete that are no more than one hundred (100) square feet in size are not included.

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

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

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

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

(c) Residential Drainage and Detention Facilities:

(1) Residential drainage facilities include all detention ponds, water quality ponds, pond outlet structures, berms, improved channels or other improvements associated with the drainage improvements. Roadside swales, storm sewer outfalls unless visible from a ROW, inlets, and areas of concrete that are no more than one hundred (100) square feet in size are not included.

(2) Residential drainage facilities shall utilize earthern berms and be designed with a curvi-linear shape. Any structural stabilization with slopes steeper than 3:1 shall be limited to the use of native stone (except for outlet structures which can be concrete) and shall be limited to not more than thirty (30%) percent of the perimeter of the pond. Such ponds shall be seamlessly integrated with the landscaping. All exposed concrete is required to provide decorative textured concrete and tinting in earthern colors, or masonry veneer including but not limited to ledgestone, fieldstone, or cast stone. In the event that the drainage facility is below grade, concrete is permitted instead of native stone and screening requirements Article VI, Sec. 1 (d) of this Ordinance shall apply.

(3) Any fencing around residential detention ponds shall be constructed of wrought iron or decorative tubular metal or other similar product.

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

(c) All utility lines and other lines required to provide services to property in the City (including but not limited to water, wastewater, gas, electric, cable, internet, and propane) are required to be underground. In unique or unusual circumstances, an applicant may request an exception to the requirements of this section by submitting a written request for an exception with the site development permit or building permit application, as appropriate. The City Engineer may grant an exception if an exception is required by applicable building codes or for public safety reasons. The City Engineer's decision may be appealed in writing to the Commission within ten days of the City Engineer's decision. The Commission's decision may be appealed to the City Council within ten days of the Commission's decision. The City Council's decision will be final.

(d) Masonry Privacy Wall

(1) A six-foot masonry privacy wall is required to be constructed by any non-residential use that abuts property utilized for a single-family or two-family residence on land zoned single-family or two-family, or land planned or platted for such with an approved concept plan, preliminary plat or final plat, unless an existing structure is proposed to be expanded by less than 50%, or 1,000 sq. ft., whichever is less.

(i) Such wall shall be constructed at the common property line between the uses, or if such location is not feasible because of floodplain, trees or other natural feature, at a location that will effectively screen the non-residential use from view from the single-family or two-family residence.

(ii) Such wall is required to be constructed of one or more of the following materials: textured pre-cast concrete (e.g. WoodCrete), brick, stone, cast stone, stucco, factory tinted or painted split-faced concrete masonry unit, granite, tile or other similar material approved by the Director of Planning.

(iii) An eight-foot wall may be utilized for security purposes.

~~(i)~~(iv) Gates shall be provided in the wall as appropriate to connect to public sidewalks or other pedestrian connections unless such wall is also used as described above for security.

(2) The masonry privacy wall is not required for non-residential uses that are permitted by right in any Single-Family Districts.

ARTICLE VIII – ARCHITECTURAL STANDARDS

SECTION 5: MASONRY AND OTHER ARCHITECTURAL STANDARDS

(a) Brick, stone, cast stone or other similar masonry product shall not be painted.

~~(a)~~**(b)** All window trim shall be cementious-fiber or similar product.

~~(b)~~**(c)** The number of combinations of single-family or two-family residential floor plans and elevations in any final plat section shall, at a minimum, equal at least twenty-five percent (25%) of the total lots in the final plat, but is not required to exceed fifteen. (For example, five floor plans with three different elevation options for each floor plan results in fifteen different floor plan / elevation combinations.)

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~~(c)~~(d) No two homes side by side or across the street within one house (directly across the street or "caddy corner" across the street) shall have the same elevation plan or the same floor plan except for the SFT district.

~~(d)~~(e) In the event of a natural disaster (tornado, fire, etc.) the resident may replace the current structure with a new structure built of the same masonry percentages as the pre-existing residence.

~~(e)~~(f) All exterior walls on remodels and additions must be consistent with the exterior of the existing dwelling.

~~(f)~~(g) Supporting columns on the front of structures shall be constructed of clay brick, ledge stone, field stone, native stone, stucco, cementious-fiber planking or panel, aluminum, solid cedar, stripped cedar posts (sealed for protection), solid redwood, or similar materials and not less than eight by eight inches (8" x 8") square. Standard trade sizes of preformed fiberglass columns shall be permitted. The use of dimensional lumber posts shall not be permitted.

~~(g)~~(h) The Director of Planning may approve premium architectural grade, decorative metal siding and other premium architectural materials for conformance with exterior wall building material standards as appropriate and applicable.

(i) Recreational vehicles, travel trailers and manufactured/mobile homes shall not be used for on-site dwelling or for any nonresidential or other purpose except as authorized in an SFU/MH district, as provided in Article IV, Sec. 2, Special Use Permit or as otherwise permitted in this ordinance.

(j) Single-family and two-family residential street-facing garage standards. To prevent residential streetscapes from being dominated by protruding garage doors, and to allow the visually interesting features of the house to dominate the streetscape, the following standards shall apply:

(1) Street-facing garages must be recessed at least five (5) feet behind the ground floor living area of the dwelling or a roof-covered porch that is at least seven (7) feet wide by six (6) feet deep.

(2) The width of a garage with street-facing doors shall be no more than fifty (50) percent of the ground floor street-facing linear building frontage.

(3) Street-facing garages that have a width that is less than forty (40) percent of the ground floor street-facing linear building frontage width, may be in-line with the ground floor living area or roof-covered porch that is at least seven (7) feet wide by six (6) feet deep.

(4) Street-facing garages that are less than forty (40) percent of the ground floor street-facing linear building frontage width and that incorporate enhanced architectural doors, roof overhangs or other similar features, approved by the Planning Director, may protrude up to five (5) feet in front of the ground floor living area of the dwelling or roof-covered porch that is at least seven (7) feet wide by six (6) feet deep, but in no case shall the garage be setback from the street less than the minimum setback for the zoning district.

(5) Garages accessed from rear alleys are exempt from these standards.

(6) Second or higher floor living areas do not count toward meeting any of the above requirements.

ARTICLE IX - SITE DEVELOPMENT

SECTION 1: GENERAL PROVISIONS

(b) Applicability; Site Development Permit Required

Any person who develops, or causes to be developed, property located within the corporate limits of the City shall comply with this Chapter. Within the city corporate limits the use of property shall not be changed, no development shall take place and no

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building permit shall be issued until a site development permit has been issued in accordance with the code of ordinances of the City. Property for which a site development permit has been issued shall be developed in compliance with the approved site plan. The following are exceptions to the applicability of this Chapter:

(1) Construction, alteration or addition to a single-family or two family residential structure, or an accessory building to any such structure.

(2) Alteration or finish-out of an existing building when the alteration or finish-out does not increase the square footage of the building or change the building footprint as long as one of the following applies:

(i) The use does not change, or if the use changes, the new use does not require more parking than is currently existing and no additional parking spaces, aisles or driveways are proposed;

(ii) The alteration, finish-out or change of use is in compliance with all applicable codes and regulations of the city; and

(iii) The proposal does not increase the degree of any existing non-conforming use or non conforming structure.

(3) Construction of a fence, but no exception is granted by this subsection for construction of a retaining wall or for a fence that may obstruct or change the flow of water.

(4) Brush clearing in compliance with the landscape and tree regulations of the city as long as only rubber-tired equipment is introduced to the site (no equipment with tracks).

(5) Substantial restoration that is commenced within a period of one year of a building damaged by fire, explosion, flood, tornado, riot, act of the public enemy, or accident of any kind.

(6) A canopy or carport placed over existing parking spaces or other paved area.

~~(7) Rough grading for which a permit has been issued by the City Engineer prior to beginning the rough grading.~~

~~(8)~~(7) Any other minor site activity similar to those listed above and eligible for a minor site development permit approved by the Planning Department prior to beginning such site activity or work.

SECTION 2: SITE PLAN PROCESSING; EXPIRATION

(a) Site Plan Processing

(4) Review fee and professional recovery fee: A professional recovery fee as set forth in Appendix A shall be required at the time of site development permit application submittal. In addition to the professional recovery fee and the review fee, a phasing fee shall be required at the time of site development permit application submittal for all projects with more than one phase. The phasing fee shall be as set forth in Appendix A and shall not be assessed for the first phase. Fees associated with proposed site development permit revisions ~~The fees set forth in this subsection (d)~~ shall ~~also~~ apply to proposed changes to an approved site plan that are considered minor deviations or design modifications and impervious cover shall be calculated based only on the portions of the plan proposed to be changed. Fees for proposed changes to an approved site plan may be waived by the Planning Department if such deviations are so minor so as not to require the submission or review of new plans. All fees shall be non-refundable. Changes to an approved site plan which are necessary to relocate approved building square footage or parking areas due to the exercise of the power of eminent domain by the City shall be considered minor deviations and design modifications for the purposes of this section and, in addition, shall not be assessed any additional fee.

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(c) Minor Site Development Permit

(1) Projects that include minor site activity similar to those listed in Section 1, (b) Article IX of this ordinance may be eligible for a minor site development permit. To be eligible, such projects may increase the impervious cover by no more than 1,000 square feet. In addition, a minor site development permit application shall be submitted for review in conformance with all information and materials required by the most recent minor site development permit application/checklist.

(2) A professional recovery fee as set forth in Appendix A shall be required at the time of site development permit exemption application submittal.

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ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS AMENDING SECTIONS OF ARTICLE 14.200, THE COMPOSITE ZONING ORDINANCE, TO ADD DEFINITIONS; AMENDING THE SITE COMPONENTS REGARDING OUTDOOR ANIMAL BOARDING; AMENDING LANDSCAPE REQUIREMENTS, MODIFYING REQUIREMENTS FOR DRAINAGE AND DETENTION FACILITIES,; AMENDING THE MASONRY WALL REQUIREMENTS; MODIFYING ARCHITECTURAL STANDARDS; MODIFYING SITE DEVELOPMENT STANDARDS; MODIFYING GARAGE SETBACK REQUIREMENTS; PROVIDING A SEVERABILITY CLAUSE, PROVIDING SAVINGS, EFFECTIVE DATE AND OPEN MEETINGS CLAUSES, AND PROVIDING FOR RELATED MATTERS.

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

Whereas, the City Council finds that the tree preservation standards adopted herein are reasonable and necessary to preserve trees as an important public resource enhancing the quality of life and the general welfare of the city and enhancing its unique character and physical, historical and aesthetic environment; to encourage the preservation of trees for the enjoyment of future generations; to encourage the preservation of trees to provide health benefits by the cleansing and cooling of the air and contributing to psychological wellness; to encourage the preservation of trees to provide environmental elements by adding value to property, and reduction of energy costs through passive solar design utilizing trees; to encourage the preservation of trees to provide environmental elements necessary to reduce the amount of pollutants entering streams and to provide elements crucial to establishment of the local ecosystem; to provide tree preservation requirements and incentives to exceed those requirements that encourage the maximum preservation of trees; and to promote and protect the health, safety and welfare of the public by creating an urban environment that is aesthetically pleasing and that promotes economic development through an enhanced quality of life; and

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

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

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

Section 2. **Amendment of Article I, Section 6.** Article I, Section 6 of the Composite Zoning Ordinance to add the following definition:

Heritage Tree means a living tree that the City desires to preserve to the greatest extent possible. They are those trees identified in the preferred plant list maintained by the Planning Department or the Grow Green Guide that are greater than twenty-six (26) caliper inches. They do not include hackberry, mountain juniper, ash juniper, bois d'arc, cottonwood, chinaberry or sycamore or any other invasive species listed in the Grow Green Guide, except for an unusually large or significant specimen.

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

Section 3. **<u>Amendment to Article III, Section 1(e)</u>.** Article III, Section 1(e) of the Composite Zoning Ordinance is hereby amended in its entirety as follows:

(e) Exceptions

(1) Streets may be constructed to Alternate Urban Standards without curb and gutter (see Transportation Criteria Manual).

(2) Sidewalks are not required.

(3) Dip driveways (without a culvert) are permitted across "bar" ditches if the depth of the water is no greater than one foot during a twenty-five (25) year storm event.

(4) Street lights are not required.

Section 4. **<u>Amendment to Article III, Section 5(d)</u>.** Article III, Section 5(d) of the Composite Zoning Ordinance is hereby amended in its entirety as follows:

(d) Enclosed Garage and Parking

(1) Dwelling units with three or more bedrooms and lots having an accessory dwelling: A minimum of two garage-enclosed parking spaces and two additional off-street parking spaces (driveway may be counted toward provision of off-street parking) shall be provided per lot.

(2) Dwelling units with two or less bedrooms and not having an accessory dwelling: A minimum of one garage-enclosed parking space and two additional off-street parking spaces (driveway may be counted toward provision of off-street parking) shall be provided for each lot.

(3) Parking for other uses shall be provided in accordance with Art. VI, Sec. 3.

Section 5. **<u>Amendment to Article III, Section 6(d)</u>.** Article III, Section 6(d) of the Composite Zoning Ordinance is hereby amended in its entirety as follows:

(d) Enclosed Garage and Parking

(1) A minimum of one garage-enclosed parking space and two additional off-street parking spaces (driveway may be counted toward provision of off-street parking) shall be provided per lot.

(2) Parking for other uses shall be provided in accordance with Art. VI, Sec. 3.

Section 6. **<u>Amendment to Article III, Section 7(d)</u>.** Article III, Section 7(d) of the Composite Zoning Ordinance is hereby amended in its entirety as follows:

(d) Enclosed Garage and Parking

(1) A minimum of one garage-enclosed parking space and two additional off-street parking spaces (driveway may be counted toward provision of off-street parking) shall be provided for each lot.

(2) Parking for other uses shall be provided in accordance with Art. VI, Sec. 3.

Section 7. **<u>Amendment to Article III, Section 13(b)(2)</u>.** Article III, Section 13(b)(2) of the Composite Zoning Ordinance is hereby amended in its entirety as follows:

(2) Animal hospital, veterinarian, animal boarding including a crematory associated with such use on site, or a crematory associated with a cemetery, as long as the crematory stack is located at least two hundred feet (200') from a restaurant, or associated parking, or a residential zoning district (unless such district is utilized for non-residential uses). Any commercial enterprise which includes an outdoor animal yard or any other commercial un-soundproofed animal area containing five or more animals is required to be at least two hundred feet (200') from any residential district (unless such district is utilized for non-residential uses) and is required to be combined with a Type 4 or 5 site component.

Section 8. **<u>Amendment to Article V, Section 3(b)(1)</u>.** Article III, Section 3(b)(1) of the Composite Zoning Ordinance is hereby amended in its entirety as follows:

(1) General (All Development):

(i) Accessory buildings / structures are permitted as long as their total square footage is not greater than thirty percent (30%) of the gross floor area of the primary building / structure utilizing such (agricultural and recreational buildings / structures are exempt from this limit).

(ii) Outdoor entertainment venues as a primary use involving the following are not permitted:

a. Substantial outdoor facilities;
b. Unshielded stadium lighting;
c. Noise generation; or
d. Outdoor amplified sound systems or similar conditions such as golf practice ranges open at night, sports stadiums not associated with an educational facility or public park, amusement parks, rodeo arenas, and similar facilities
e. Minor outdoor facilities such as tennis and basketball courts, track facilities, recreational equipment, play fields, and other similar facilities are permitted.

(iii) Accessory dwellings are permitted except where combined with TF and MF use components. Accessory dwellings shall contain a minimum of 400 square feet of living area and a maximum of 900 square feet of living area or 40% of the gross living area of the primary dwelling, whichever is greater. However, for lots greater than three acres in size, there is no limit to the size of the accessory dwelling.

Section 9. **<u>Amendment to Article VI, Section 1</u>.** Article VI, Section 1 of the Composite Zoning Ordinance is hereby amended in its entirety as follows:

SECTION 1: LANDSCAPING, TREE PRESERVATION & PROTECTION, and SCREENING REQUIREMENTS

(a) Purpose.

(1) To establish requirements for the preservation and protection of native trees and provisions for landscaping, buffering, and screening to provide for the orderly, safe, attractive and healthful development of land and promoting the health, safety and general welfare of the community, it is deemed necessary to establish requirements for the installation and maintenance of landscaping elements and other means of site improvements in developed properties.

(2) To enhance the community's ecological, environmental and aesthetic qualities; to encourage the preservation of trees for the enjoyment of future generations; to provide environmental elements by adding value to property, and reduction of energy costs through passive solar design utilizing trees; and to promote and protect the health, safety and welfare of the public by creating an urban environment that is aesthetically pleasing and that promotes economic development through an enhanced quality of life.

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

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

(b) Landscape Requirements.

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

(2) Maintenance: The owner of landscaped property shall be responsible for the maintenance of all landscape areas. Said areas shall be maintained so as to present a healthy, neat and orderly appearance at all times and shall be kept free of refuse and debris. All planted areas shall be provided with a readily available water supply and watered as necessary to ensure continuous healthy growth and

development. Landscape irrigation systems shall not be mandatory with low water demanding landscapes, which are encouraged. Maintenance shall include the removal of dead plant material and its replacement if that material was used to meet the requirements of this section.

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

(4) Turfgrass.

(i) All turfgrass installed shall have summer dormancy capabilities and shall be one of the varieties set forth in the preferred plant list maintained by the Planning Department or the Grow Green Guide. Buffalo grass, zoysia grass or non-seeding varieties of Bermuda grass are recommended for sunny sections of the landscape.

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

(iii) The maximum landscape that may be planted in turfgrass for the types of development listed in Article VI, Section 1 (b)(9)(i) through (iv) below shall be limited to fifty (50%) percent of the required landscape area.

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

(6) The use of architectural planters may be permitted in fulfillment of landscape requirements.

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

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

(9) A minimum percentage of the total lot area of property on which development occurs shall be devoted to landscape development in accordance with the following schedule. Such percentages may include setback areas. However, all non-single-family and non-two-family setback areas are required to be landscaped in accordance with Article VI, Section 1 (b)(11) even if they exceed the following percentages:

(i) Multifamily Dwellings, 20%

(ii) Office and Professional Uses, 15%

(iii) Commercial Uses, 15%

(iv) Industrial or manufacturing, 10%

(v) Single-family-Dwellings and Two-Family dwellings, see Item (4) below

(vi) Schools, churches, community centers and parks, 15%.

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

(i) Detention and water quality ponds unless such ponds are designed as follows:

a. The ponds shall utilize earthen berms.

b. Any structural stabilization shall be limited to the use of native stone (except for outlet structures) and shall be limited to not more than thirty percent (30%) of the perimeter of the pond.
c. Such ponds shall be seamlessly integrated with the landscaping.
d. Such ponds shall be not greater than eighteen inches deep.
e. Such ponds shall not comprise more than 25% of the required landscaped area.

(ii) Utility, mechanical and electrical facilities.

(iii) Sidewalks or other paved surfaces except for any decorative aggregate or pervious brick pavers if contained in planting areas and comprising less than ten percent (10%) of the required landscape area.

(iv) Landscaped areas less than four feet in width. In calculating the width of landscaped areas, such areas shall not be divided by any form of pavement (e.g. sidewalks, detention or water quality ponds, paving, etc.)

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

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

(ii) To allow for larger landscaped activity areas at school facilities, for every 600 sq. ft. of landscaping required by this section, 1 tree and 3 shrubs (five gallon container size or larger) shall be planted.

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

(12) Minimum landscape requirements for detached single-family and two-family residential structures (except for townhouses on lots less than thirty-five feet wide

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

(13) Invasive Species: Multi-Family and non-residential projects are required to remove all invasive species for the portion of the project indentified within the limits of construction. Single-family and two-family developments that remove all invasive species as listed in the Grow Green Guide, are eligible for a twenty-five (25%) percent credit towards the tree mitigation requirements.

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

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

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

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

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

(19) Landscape plans are required with all new multi-family and non-residential permits showing:
- (i) New and existing trees, shrubs, groundcover, turf areas and native areas.
- (ii) Proposed plantings by botanical name, common name, spacing, quantity, container size.
- (iii) Property lines, streets and street names
- (iv) Driveway(s), sidewalk(s) and other hardscape features
- (v) Existing and/or proposed buildings.
- (vi) Point of irrigation connection (POC) and water meter for the irrigation system.

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

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

(22) WaterWise Landscape Principles. These principles shall be an integral component of the landscape design and plan. Homebuilders shall be required to offer a WaterWise landscape option in any series of landscape options offered to home buyers. The seven basic principles of WaterWise landscaping include:
- (i) Proper planning and design
- (ii) Proper soil preparation (compost-improved topsoil)
- (iii) Practical turfgrass selection of drought resistant-species
- (iv) Appropriate plant selection. The plants listed as invasive plants to avoid in the Grow Green Guide, shall not be offered as part of a WaterWise landscape option.
- (v) Efficient irrigation systems

(vi) Use of mulches
(vii) Appropriate maintenance

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

(24) A property owner's association may not include or enforce a provision in a dedicatory instrument that prohibits or restricts a property owner from:
(i) Implementing measures promoting solid waste composting of vegetation, including grass clippings, leaves or brush, or leaving grass clippings uncollected on grass;
(ii) Installing rain barrels or a rainwater harvesting system; or

(iii) Implementing efficient irrigation systems, including underground drip or other drip irrigation systems.

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

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

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

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

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

(26) Alternative Landscape Plan.

(i) An application for an alternative landscape plan may be submitted for consideration by the Director of Planning when site conditions make strict compliance with the landscape requirements undesirable or impractical. Examples of such site conditions include, but are not limited to, the following:

a. Existing buildings, utilities or other improvements
b. Unusual shape of lot, tract or building site
c. Topography, soil, geologic, vegetation or other natural feature
d. Safety (e.g. vehicle sight distance, impediments to vehicle maneuvering, visibility of traffic or safety related signage)

(ii) The alternative landscape plan shall, as a whole, meet or exceed the standards of this ordinance. When a provision is reduced, the plan shall increase other provisions to off-set any non-compliance. For instance, if landscaping plantings are reduced in one area, plantings in other areas that will have a similar beneficial impact shall be increased by an equal or greater amount. If the area of landscaping is decreased, the number of plantings shall be increased.

(iii) The Director of Planning shall consider approval or disapproval of an alternative landscape plan. If the decision is to disapprove, the Director shall state reasons. An applicant may appeal the decision of the Director to the Commission. The applicant may appeal a decision of the Commission to the City Council. Such appeal shall be processed as a variance.

(c) Tree Preservation and Protection

(1) Unless otherwise allowed by this Ordinance, no property shall be clear-cut or selectively cleared, nor shall a Significant Tree or Heritage Tree be removed from a property for which subdivision construction plans, a site development permit, or a building permit is required by the code of ordinances, without first securing the necessary approval from the City.

(2) Exceptions.

(i) Dead or Diseased Trees

a. If the Planning Director determines after a site inspection that a Significant Tree or Heritage Tree is dead, dying, or fatally diseased prior to starting a project, the mitigation requirements shall not be required.

b. A letter from an arborist shall be required to confirm the condition of the tree if the condition is not obvious.

(ii) Dangerous Trees

a. If the Planning Director determines that a Significant Tree or Heritage Tree is causing a danger or is in a hazardous condition due to natural disaster, such as a tornado, fire, storm, flood, or other act of God that endangers public health, welfare, or safety, the mitigation requirements shall not be required for the removal of the tree.

(iii) Sight Triangles

a. If the Planning Director determines that a Significant Tree or Heritage Tree is interfering with the safe visibility at a sight triangle of an existing public street, the tree may be removed and the mitigation requirements shall not be required.

(3) Heritage Tree Preservation Requirements

(i) Heritage Trees shall be preserved on site unless otherwise approved for removal as outlined in this Ordinance.

(ii) Heritage Trees shall be graphically shown on Tree Preservation Plans associated with plats and site development permit plans and shall contain a note stating that the Heritage Trees cannot be removed without a permit.

(iii) Preserved Heritage Trees may be credited towards the Landscape requirements of this Ordinance.

(4) Significant Tree Preservation Requirements

(i) Up to fifty (50%) percent of Significant Trees between eight (8) and eighteen (18) caliper inches may be removed during construction without mitigation.

(ii) Significant Trees shall be graphically shown on Tree Preservation Plans associated with plats and site development permit plans.

(iii) Preserved Significant Trees may be credited towards the Landscape requirements of this ordinance.

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

developments. For single-family and two-family projects, this provision only applies prior to the initial certificate of occupancy for each lot.

(5) Removal of Heritage or Significant Trees

(i) Heritage Tree Removal Permit

a. Heritage Trees may be removed only with the approval of a Heritage Tree Permit and after the required mitigation has been provided.

b. The Planning & Zoning Commission shall review all applications for Heritage Tree removal permits and make a recommendation for approval or denial to the City Council which shall have final authority to issue the permit.

c. Approval of removal permits shall be based on the following:

1) Tree size/number of trunks;
2) Tree health and viability;
3) Tree location;
4) Other Significant and Heritage Trees to be preserved on site; and
5) Whether all reasonable efforts have been made to design the project in a way to preserve Significant and Heritage Trees on site.

(ii) Significant Tree Removal Permit

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

b. Removal of Significant Trees greater than eighteen (18) caliper inches requires the approval of the Planning & Zoning Commission or the approval of an alternative tree preservation plan as described in this ordinance for projects other than single-family or two-family.

(iii) Mitigation for removal of a Heritage or Significant Tree

a. The removal of Heritage and Significant Trees shall require mitigation using the calculations and procedures defined below. Mitigation may be achieved through credit of existing trees on site, replacement trees planted on-site, or payment-in-lieu of replacement trees if approved by the Planning Director only when on-site replacement is not possible or practical.

1) Mitigation shall be required at a 1:1 caliper inch basis for significant trees between eight (8) and eighteen (18) caliper inches.
2) Mitigation shall be required at a 2:1 caliper inch basis for significant trees greater than eighteen (18) caliper inches and less than twenty-six (26) caliper inches.
3) Mitigation shall be required at a 3:1 caliper inch basis for Heritage

Trees and a mitigation fee in the amount of $300.00 per caliper inch removed.

4) If payment in lieu of replacement trees is approved by the Planning Director, the fee shall be equal to one hundred fifty dollars ($150) per caliper inch of replacement tree.

b. Replacement Trees.

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

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

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

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

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

(i) Removal of a significant number of trees is unavoidable,

(ii) The applicant has planned the development so as to save the highest quality and greatest number of trees that could be reasonably expected,

(iii) All areas of the site that can be reasonably utilized for tree replacement have been utilized, and

(iv) The proposed total landscaping exceeds the requirements of the ordinance.

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

(8) A non-disturbance zone shall be maintained on single-family and two-family lots. A disturbance area no more than five (5’) feet from the foundation necessary for

construction and grade transitions shall be permitted. The trees located on the remainder of the lot shall not be removed unless a unique situation is approved by the Planning Director.

(9) Tree Protection Plan Requirements

(i) An applicant for a single-family or two-family preliminary plat or final plat, or a site development permit shall provide a tree survey prepared within two years preceding the application date. This tree survey shall include the street and lot layout, or site plan superimposed at a scale of 1”=100’ (or as appropriate) identifying significant trees located on the property that meet the requirements indicated in this section. The applicant shall provide a tree preservation plan that identifies the surveyed trees and the mitigation of the protected trees that are proposed for removal. The applicant shall be required to demonstrate that lot lines, street layouts and site improvements have been designed and located and that lot width, depth and size flexibility as permitted by the applicable zoning district has been utilized to the maximum extent necessary to retain the maximum number of significant trees reasonably practicable.

(ii) The Director of Planning shall determine if adequate performance is achieved based on the standards of this section. Approval of the tree protection plan by the Director of Planning is required prior to preparation and submission of a subdivision or site development permit application. The applicant may appeal any decision of the Director to the Commission. A decision of the Commission may be appealed to the City Council. Any preserved or replacement trees may be counted toward the landscape requirements of this section. See the Construction Plan requirements for details.

(iii) All trees to be preserved as shown in an approved preservation plan shall be clearly marked prior to the commencement of construction activities.

(iv) Critical Root Zone

a. No construction or disturbance shall occur within an area that constitutes more than fifty (50%) of the total critical root zone and one half the radial distance of the critical root zone for each tree being preserved including Significant Trees, Heritage Trees, and any other trees for which preservation is to be credited. The remaining critical root zone shall consist of at least one hundred (100) square feet.

b. This defined area shall be flagged and encircled with protective fencing during construction. The Planning Director may approve construction closer to the trunk than one half (½) the radial distance, depending on the size, spacing, or species of the tree, the type of disturbance proposed, and uniqueness of the situation.

c. Cut or fill that is greater than four (4) inches in depth and the severing of major roots shall be considered disturbance for the purposes of this Ordinance.

d. Within the protected critical root zone, only flatwork, decking, or

similar construction, may be approved and shall not affect the branching of the tree.

e. If proposed or actual protection of the critical root zone of a tree does not meet the requirements of this Section, then the tree shall be considered removed and shall require mitigation in accordance with this Ordinance.

(d) Screening Requirements.

(1) In addition to the landscaping requirements of this section, all development other than single-family or two-family shall comply with the following screening requirements:

(i) The following shall be screened from the view of at least sixty percent (60%) of adjacent single-family or two-family residences and any street or public right-of-way: off-street parking areas, loading spaces and docks, trash and storage containers, outside storage areas, satellite dishes larger than eighteen (18) inches in diameter, antennas, mechanical equipment, and metal siding.

(ii) Above ground utility facilities up to six (6) feet above grade for multi-family and non-residential development are required to be screened from view except for poles, fire hydrants and existing lines.

(iii) Detention Facilities including detention ponds and/or water quality ponds shall be screened from view.

(iv) Screening by vegetation that could be removed from adjacent undeveloped or partially developed properties when such property is developed is not considered as screening from view.

(v) Outside storage areas shall be screened by the use of a privacy fence or wall at least the height of the items to be screened and in conformance with the requirements of this ordinance.

(vi) A minimum five-foot (5') landscaped area located on the exterior of the fence shall be provided and landscaped in accordance with paragraph (2) (i) above unless the fence is on a rear boundary line or adjoining a permanent structure on the site.

(vii) 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.

(2) Approved screening techniques include privacy fences, evergreen vegetative screens, landscape berms, existing vegetation or any combination thereof.

(3) Privacy Fences (See section 14 and 16 of this Article)

(4) Evergreen Vegetative Screens. Evergreen plant materials shall be shrubs, at least thirty (30) inches in height and at a minimum spacing of 48 inches at the time of installation, in combination with shade trees not more than fifty feet apart.

(5) Landscape Berms, in combination with trees, shall fulfill the screening requirements of this section if the berms are at least three (3) feet in height and have maximum side slopes of four (4) feet of horizontal run for every one (1) foot in vertical rise.

(6) Existing on-site vegetation, demonstrating significant visual screening capabilities and as approved by the Director of Planning, shall fulfill the requirements of this section.

Section 10. **<u>Amendment to Article VI, Section 6(a)</u>.** Article VI, Section 6(a) of the Composite Zoning Ordinance is hereby amended in its entirety as follows:

(a) Building / Structure and Site Improvements:

BUILDING / STRUCTURE						
	Use Component	**Architectural Component**	**Front**	**Side**	**Street Side**	**Rear**
Standard Setback	SFR		25'	7'	15'	15'
	SFE, SFS, SFU, SFU/MH, TF		20'	5'	15'	15'
	SFC, SFL		20'	5' or 0' & 10'	15'	10'
	SFT		15'	0 or 10'	15'	10'
	MF	Type A Type B	20' 25'	10' 10'	20' 25'	20' 20'
	LO, LC, GC, HC, HI	Type A, B Type C	15' 20'	10' 10'	15' 20'	10' 10'
	GC, HC, HI	Type D	25'	15'	25'	15'
Special Setback Where Adjacent to SFR, SFE, SFS, SFU, SFC, SFL, SFU/MH, TF*	MF, LO, LC, GC, HC, HI	Type A Type B	(NA) (NA)	20' 25'	(N/A) (N/A)	20' 25'
	LO, LC, GC, HC, HI	Type C	(NA)	30'	(N/A)	30'
	GC, HC, HI	Type D	(NA)	50'	(N/A)	50'
Garage Setback	SFR, SFE, SFS, SFU, SFU/MH, SFC, SFL, SFT, TF		See Article VIII Section 5(j)			

PARKING, AISLE, LOADING, CANOPIES, OUTDOOR DISPLAY						
	Use Component	**Site Component**	**Front**	**Side**	**Street Side**	**Rear**
Standard Setback	MF	All	20'	5'***	20'	5'***

	LO, LC, GC, HC, HI	Type 1, 2 Type 3 Type 4, 5	15' 20' 25'	5'*** 5'*** 5'***	15' 20' 25'	5'*** 5'*** 5'***
Special Setback Where Adjacent to SF or TF*	MF, LO, LC, GC, HC, HI	Type 1-3 Type 4, 5	(N/A) (N/A)	15' 20'	(N/A) (N/A)	15' 20'

OUTDOOR STORAGE						
	Use Component	**Site Component**	**Front**	**Side**	**Street Side**	**Rear**
Standard Setback	LO, LC, GC, HC, HI	Type 3-4 Type 5	** 25'	5'*** 0'***	** 25'	0' 0'
Special Setback Where Adjacent to SF or TF*	LO, LC, GC, HC, HI	Type 3-5	(N/A)	25'	(N/A)	25'

* Unless such district is utilized for a non-residential use

** No closer than the street facing wall of the primary structure that utilizes such storage.

*** Setback does not apply for parking, drive aisles, storage etc. that are intended to cross lot line.

FIGURE G

SFR - BUILDING SETBACK

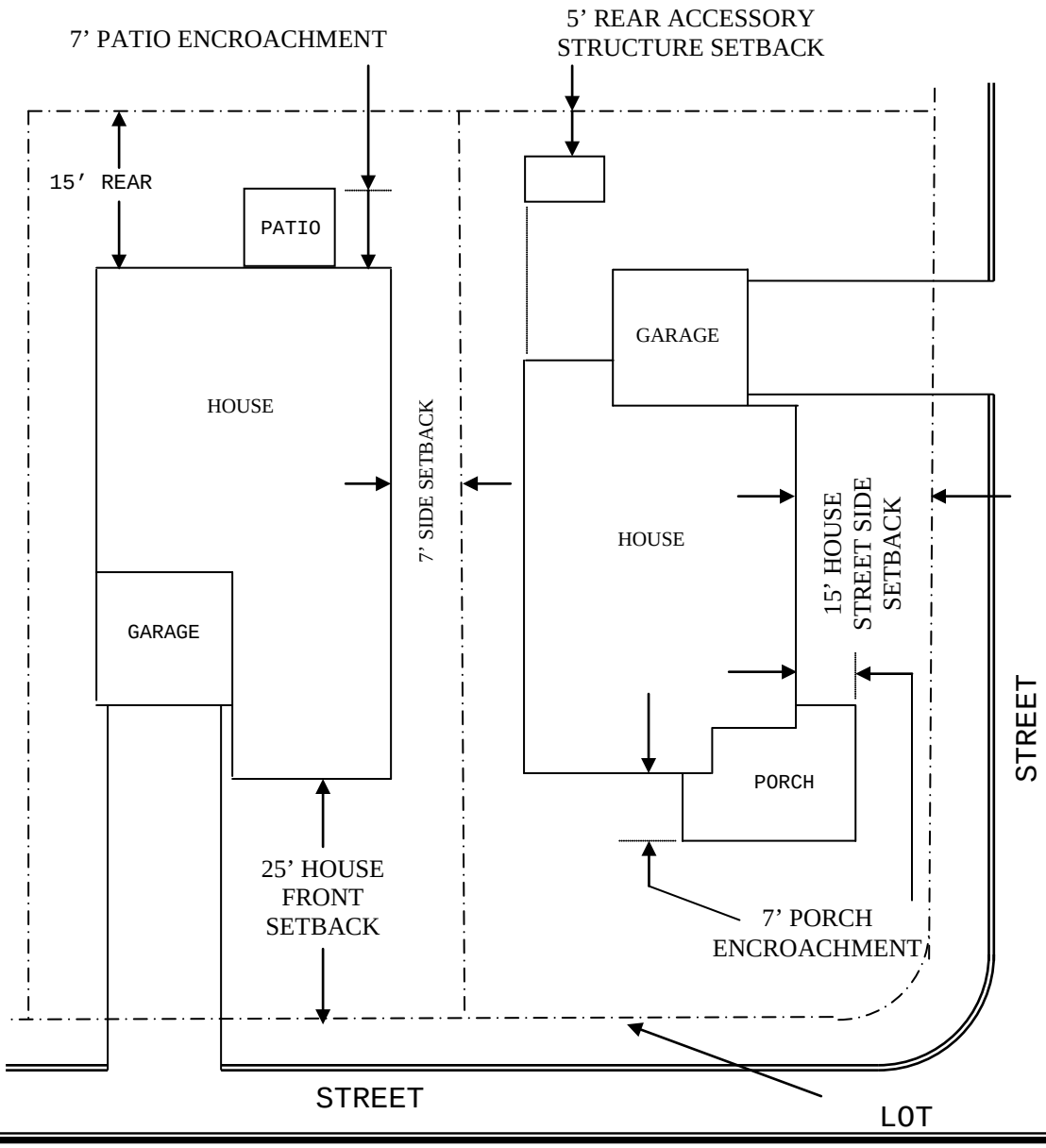


FIGURE H

SFE, SFS, SFU, SFU/MH & TF - BUILDING SETBACK

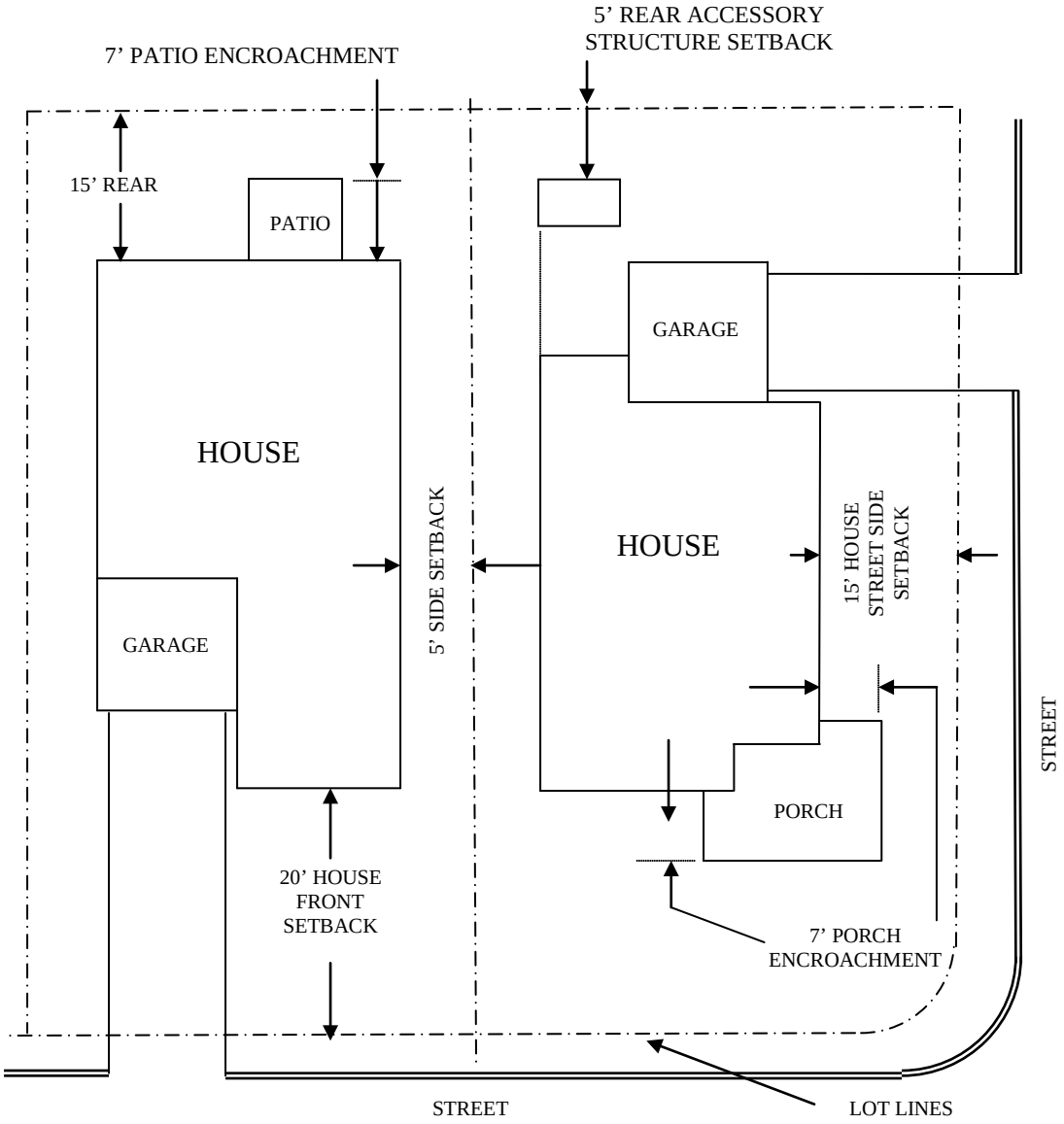


FIGURE I

SFC, SFL - BUILDING SETBACK

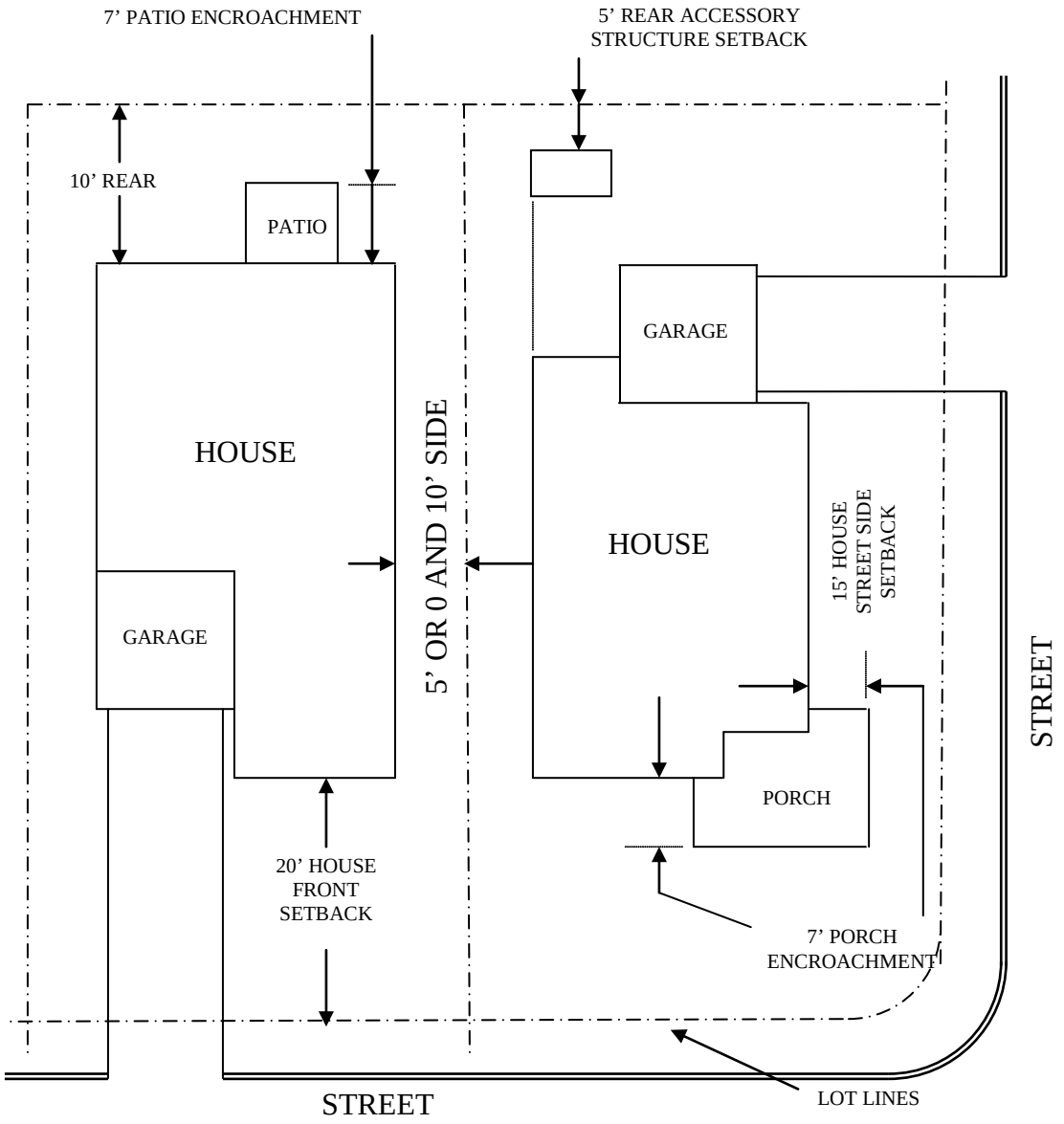
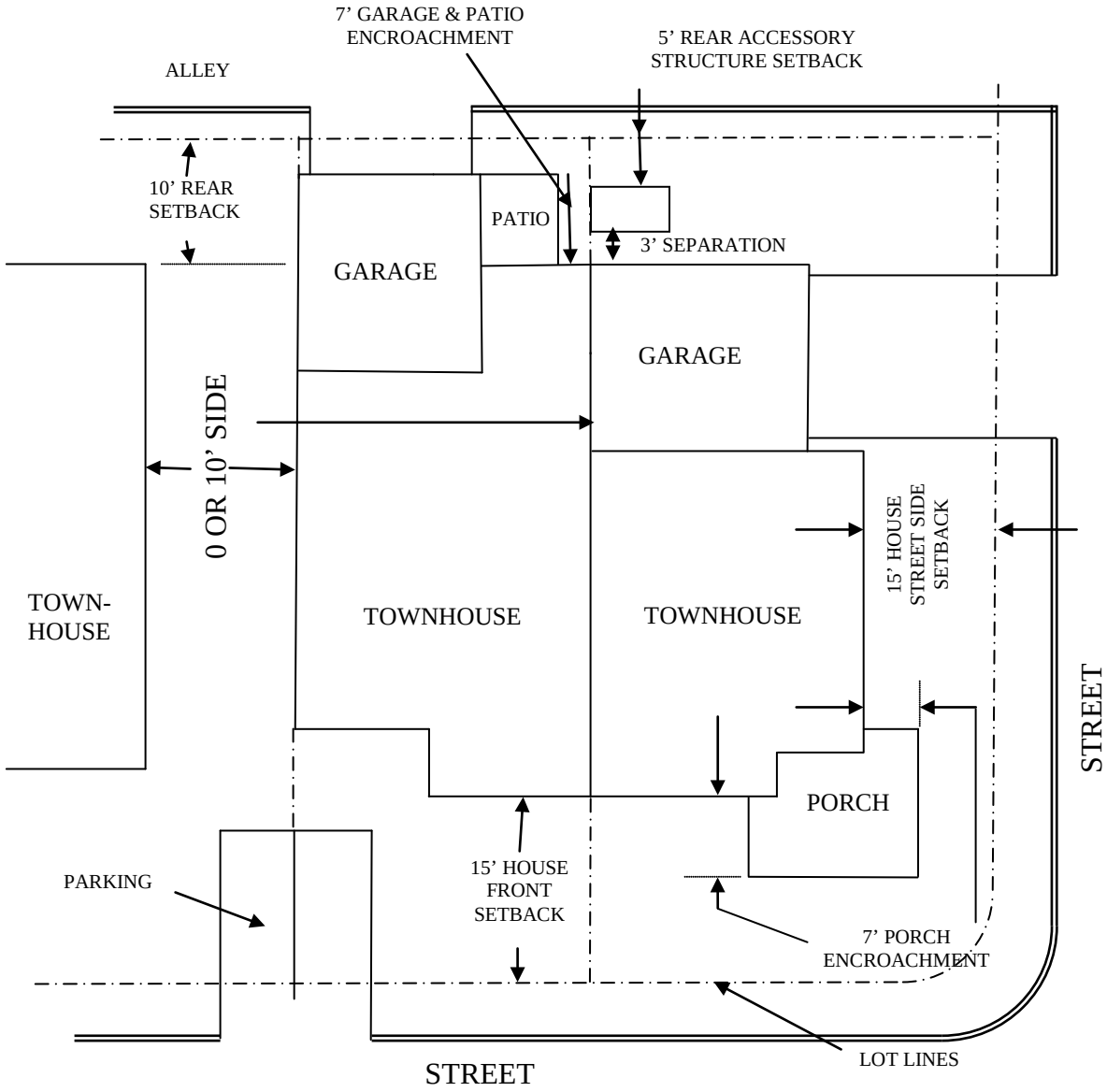


FIGURE J

SFT BUILDING - SETBACK



Section 11. **<u>Amendment to Article VI, Section 6(f)</u>.** Article VI, Section 6(f) of the Composite Zoning Ordinance is hereby amended in its entirety as follows:

(b) Exceptions:

(1) An applicant may obtain a reduced building or site improvements setback upon approval of the Director of Planning, when a variable setback that contains the same total area as the required setback would create a more esthetically pleasing development; when site conditions make strict compliance with the setback undesirable or impractical; or when the character of the development (or surrounding development) makes the standard setback undesirable or inconsistent. Examples of such site conditions include, but are not limited to, the following:

(i) Existing buildings, existing adjacent development built to other standards, utilities or other improvements

(ii) Unusual shape of lot, tract or building site

(iii) Topography, soil, geologic, vegetation (including existing trees or other vegetation) or other natural feature

(iv) Safety (e.g. vehicle sight distance, impediments to emergency or other vehicle maneuvering, visibility of traffic or safety related signage)

The request shall, as a whole, meet or exceed the standards of this ordinance. If a setback is reduced, landscape plantings shall be increased to off-set any undesirable impacts from the reduced setback. The Director of Planning shall consider approval or disapproval of a reduced setback with the following conditions:

(i) The minimum setback area shall not be reduced by more than 5%.

(ii) Additional landscaping required to off-set any undesirable impact shall be established to provide effective screening in the area of the reduced setback.

(iii) The setback shall not result in a negative impact to adjoining property.

(iv) A front or rear yard setback in a single-family or two-family district may be reduced by no more than five feet from the minimum standard requirement.

(v) A side yard setback may not be reduced to less than five feet without the Fire Chief's approval, and in no case shall principal buildings be located closer than ten feet to one another.

(2) Roof overhangs, fireplaces, bay windows and similar projections may extend into any building line a maximum of two feet on any side (see Figure O – following pages). Porches, patios, balconies and similar projections may extend into the front or rear setback a maximum distance of seven feet if there are no walls within such extension. Supporting columns, hand rails and roofs are permitted within such extension.

(3) A detached or non-street facing garage may encroach into the rear or side setback a maximum distance of seven feet, but in no case closer than five feet from the rear or side lot line.

(4) Nothing in these standards shall restrict zero lot line construction for an SFC or SFL district as long as permission from the lot owner adjacent to the zero setback line concurs.

(5) Nothing in these standards shall restrict common wall construction in an SFT, MF, LO, LC, GC, HC or HI district with the condition that permits for

common wall buildings are obtained and such buildings are constructed simultaneously.

(6) Where additional ROW is required to be dedicated and the ROW plus the front setback area equal more than 20% of the lot or tract area, the front setback may be reduced such that the additional ROW plus the front setback area does not exceed 20% of the total lot area.

(7) For non-single-family or two-family legal lots or legal tracts existing as of January 1, 2004 that are 0.75 acre or less in area or have an average lot depth of 170 feet or less are permitted to have a front building, parking, drive aisle, loading area and storage setback of fifteen feet.

(8) Outdoor gathering areas, outdoor seating areas for restaurants, and other such similar places, even if covered with an open air structure, may be located within the front and side street setback areas as long as they do not restrict access to a public sidewalk or restrict visibility at an intersection.

(9) The following uses are required to be set back at least four hundred (400) feet from a tollway, highway or major arterial roadway: Mini-warehouse or self storage facilities; boat, trailer, commercial vehicle and RV storage facilities; material salvage unless enclosed within a building; wrecker impoundment and sexually-oriented businesses.

(10) Enclosed accessory buildings shall be prohibited in front of and to the side of the main building. Otherwise, accessory buildings / structures shall have the same setbacks as primary buildings except as follows:

(i) Unenclosed canopies (including carports) in non-residential districts covering a paved surface and suitable for vehicular parking shall be in accordance with the setback rules for parking areas,

(ii) Unenclosed canopies (including carports) in residential districts covering a paved surface and suitable for vehicular parking shall be located to the side or to the rear of the main building and shall be subject to the same setback rules as a garage.

(iii) The rear setback line for an accessory building / structure in a single-family or two-family district may be reduced to five (5) feet except barns and stables in the SFR zoning district shall not be located within 25 feet of any property line.

(iv) Accessory buildings / structures shall be located at least three feet from any other non-accessory building or structure on the property.

(11) Site and structure improvements in accordance with a component more restrictive than the district in which the site is located may utilize the applicable setbacks for the more restrictive component.

(12) Permitted non-residential development in residential districts shall utilize the LO setback standards for parking and related facilities.

Section 12. **<u>Amendment to Article VI, Section 7</u>.** Article VI, Section 7 of the Composite Zoning Ordinance is hereby amended in its entirety as follows:

SECTION 7: DRAINAGE AND DETENTION FACILITIES

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

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

(1) Non-residential and multi-family drainage facilities include all detention ponds, water quality ponds, pond outlet structures, berms, improved channels or other improvements associated with the drainage improvements. Roadside swales, storm sewer outfalls unless visible from a ROW, inlets, and areas of concrete that are no more than one hundred (100) square feet in size are not included.

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

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

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

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

(c) Residential Drainage and Detention Facilities:

(1) Residential drainage facilities include all detention ponds, water quality ponds, pond outlet structures, berms, improved channels or other improvements associated with the drainage improvements. Roadside swales, storm sewer outfalls unless visible from a ROW, inlets, and areas of concrete that are no more than one hundred (100) square feet in size are not included.

(2) Residential drainage facilities shall utilize earthern berms and be designed with a curvi-linear shape. Any structural stabilization with slopes steeper than 3:1 shall be limited to the use of native stone (except for outlet structures which can be concrete) and shall be limited to not more than thirty (30%) percent of the perimeter of the pond. Such ponds shall be seamlessly integrated with the landscaping. All exposed concrete is required to provide decorative textured concrete and tinting in earthern colors, or masonry veneer including but not limited to ledgestone, fieldstone, or cast stone. In the event that the drainage facility is below grade, concrete is permitted instead of native stone and screening requirements Article VI, Sec. 1 (d) of this Ordinance shall apply.

(3) Any fencing around residential detention ponds shall be constructed of wrought iron or decorative tubular metal or other similar product.

Section 13. **<u>Amendment to Article VI, Sections 14(c), (d), and (e)</u>.** Article VI, Sections 14(c), (d), and (e) of the Composite Zoning Ordinance are hereby amended in its entirety as follows:

(c)All utility lines and other lines required to provide services to property in the City (including but not limited to water, wastewater, gas, electric, cable, internet, and propane) are required to be underground. In unique or unusual circumstances, an applicant may request an exception to the requirements of this section by submitting a written request for an exception with the site development permit or building permit application, as appropriate. The City Engineer may grant an exception if an exception is required by applicable building codes or for public safety reasons. The City Engineer's decision may be appealed in writing to the Commission within ten days of the City Engineer's decision. The Commission's decision may be appealed to the City Council within ten days of the Commission's decision. The City Council's decision will be final.

(d) Masonry Privacy Wall

(1) A six-foot masonry privacy wall is required to be constructed by any non-residential use that abuts property utilized for a single-family or two-family residence on land zoned single-family or two-family, or land planned or platted for such with an approved concept plan, preliminary plat or final plat, unless an existing structure is proposed to be expanded by less than 50%, or 1,000 sq. ft., whichever is less.
   - (i) Such wall shall be constructed at the common property line between the uses, or if such location is not feasible because of floodplain, trees or other natural feature, at a location that will effectively screen the non-residential use from view from the single-family or two-family residence.
   - (ii) Such wall is required to be constructed of one or more of the following materials: textured pre-cast concrete (e.g. WoodCrete), brick, stone, cast stone, stucco, factory tinted or painted split-faced concrete masonry unit, granite, tile or other similar material approved by the Director of Planning.
   - (iii) An eight-foot wall may be utilized for security purposes.
   - (iv) Gates shall be provided in the wall as appropriate to connect to public sidewalks or other pedestrian connections unless such wall is also used as described above for security.

(2) The masonry privacy wall is not required for non-residential uses that are permitted by right in any Single-Family Districts.

(e) Deleted.

Section 14. **<u>Amendment to Article VIII, Section 5</u>.** Article VIII, Section 5 of the Composite Zoning Ordinance is hereby amended in its entirety as follows:

SECTION 5: MASONRY AND OTHER ARCHITECTURAL STANDARDS

(a) Brick, stone, cast stone or other similar masonry product shall not be painted.

(b) All window trim shall be cementious-fiber or similar product.

(c) The number of combinations of single-family or two-family residential floor plans and elevations in any final plat section shall, at a minimum, equal at least twenty-five percent (25%) of the total lots in the final plat, but is not required to exceed fifteen. (For example, five floor plans with three different elevation options for each floor plan results in fifteen different floor plan / elevation combinations.)

(d) No two homes side by side or across the street within one house (directly across the street or "caddy corner" across the street) shall have the same elevation plan or the same floor plan except for the SFT district.

(e) In the event of a natural disaster (tornado, fire, etc.) the resident may replace the current structure with a new structure built of the same masonry percentages as the pre-existing residence.

(f) All exterior walls on remodels and additions must be consistent with the exterior of the existing dwelling.

(g) Supporting columns on the front of structures shall be constructed of clay brick, ledge stone, field stone, native stone, stucco, cementious-fiber planking or panel, aluminum, solid cedar, stripped cedar posts (sealed for protection), solid redwood, or similar materials and not less than eight by eight inches (8" x 8") square. Standard trade sizes of preformed fiberglass columns shall be permitted. The use of dimensional lumber posts shall not be permitted.

(h) The Director of Planning may approve premium architectural grade, decorative metal siding and other premium architectural materials for conformance with exterior wall building material standards as appropriate and applicable.

(i) Recreational vehicles, travel trailers and manufactured/mobile homes shall not be used for on-site dwelling or for any nonresidential or other purpose except as authorized in an SFU/MH district, as provided in Article IV, Sec. 2, Special Use Permit or as otherwise permitted in this ordinance.

(j) Single-family and two-family residential street-facing garage standards. To prevent residential streetscapes from being dominated by protruding garage doors, and to allow the visually interesting features of the house to dominate the streetscape, the following standards shall apply:

(1) Street-facing garages must be recessed at least five (5) feet behind the ground floor living area of the dwelling or a roof-covered porch that is at least seven (7) feet wide by six (6) feet deep.

(2) The width of a garage with street-facing doors shall be no more than fifty (50) percent of the ground floor street-facing linear building frontage.

(3) Street-facing garages that have a width that is less than forty (40) percent of the ground floor street-facing linear building frontage width, may be in-line with the ground floor living area or roof-covered porch that is at least seven (7) feet wide by six (6) feet deep.

(4) Street-facing garages that are less than forty (40) percent of the ground floor street-facing linear building frontage width and that incorporate enhanced architectural doors, roof overhangs or other similar features, approved by the Planning Director, may protrude up to five (5) feet in front of the ground floor living area of the dwelling or roof-covered porch that is at least seven (7) feet wide by six (6) feet deep, but in no case shall the garage be setback from the street less than the minimum setback for the zoning district.

(5) Garages accessed from rear alleys are exempt from these standards.

(6) Second or higher floor living areas do not count toward meeting any of the above requirements.

Section 15. **<u>Amendment to Article IX, Section 1(b)(7)</u>.** Article IX, Section 1(b)(7) of the Composite Zoning Ordinance is hereby amended in its entirety as follows:

(b) Applicability; Site Development Permit Required

Any person who develops, or causes to be developed, property located within the corporate limits of the City shall comply with this Chapter. Within the city corporate limits the use of property shall not be changed, no development shall take place and no building permit shall be issued until a site development permit has been issued in accordance with the code of ordinances of the City. Property for which a site development permit has been issued shall be developed in compliance with the approved site plan. The following are exceptions to the applicability of this Chapter:

(1) Construction, alteration or addition to a single-family or two family residential structure, or an accessory building to any such structure.

(2) Alteration or finish-out of an existing building when the alteration or finish-out does not increase the square footage of the building or change the building footprint as long as one of the following applies:

(i) The use does not change, or if the use changes, the new use does not require more parking than is currently existing and no additional parking spaces, aisles or driveways are proposed;

(ii) The alteration, finish-out or change of use is in compliance with all applicable codes and regulations of the city; and

(iii) The proposal does not increase the degree of any existing non-conforming use or non-conforming structure.

(3) Construction of a fence, but no exception is granted by this subsection for construction of a retaining wall or for a fence that may obstruct or change the flow of water.

(4) Brush clearing in compliance with the landscape and tree regulations of the city as long as only rubber-tired equipment is introduced to the site (no equipment with tracks).

(5) Substantial restoration that is commenced within a period of one year of a building damaged by fire, explosion, flood, tornado, riot, act of the public enemy, or accident of any kind.

(6) A canopy or carport placed over existing parking spaces or other paved area.

(7) Any other minor site activity similar to those listed above and eligible for a minor site development permit approved by the Planning Department prior to beginning such site activity or work.

Section 16. **<u>Amendment to Article IX, Section 2(a)(4)</u>.** Article IX, Section 2(a)(4) of the Composite Zoning Ordinance is hereby amended in its entirety as follows:

(4) Review fee and professional recovery fee: A professional recovery fee as set forth in Appendix A shall be required at the time of site development permit application submittal. In addition to the professional recovery fee and the review fee, a phasing fee shall be required at the time of site development permit application submittal

for all projects with more than one phase. The phasing fee shall be as set forth in Appendix A and shall not be assessed for the first phase. Fees associated with proposed site development permit revisions shall apply to proposed changes to an approved site plan that are considered minor deviations or design modifications and impervious cover shall be calculated based only on the portions of the plan proposed to be changed. Fees for proposed changes to an approved site plan may be waived by the Planning Department if such deviations are so minor so as not to require the submission or review of new plans. All fees shall be non-refundable. Changes to an approved site plan which are necessary to relocate approved building square footage or parking areas due to the exercise of the power of eminent domain by the City shall be considered minor deviations and design modifications for the purposes of this section and, in addition, shall not be assessed any additional fee.

Section 17. **Amendment to Article IX, Section 2(c)(4).** Article IX, Section 2 of the Composite Zoning Ordinance is hereby amended to add subsection (c) as follows:

(c) Minor Site Development Permit

(1) Projects that include minor site activity similar to those listed in Section 1(b), Article IX of this ordinance may be eligible for a minor site development permit. To be eligible, such projects may increase the impervious cover by no more than 1,000 square feet. In addition, a minor site development permit application shall be submitted for review in conformance with all information and materials required by the most recent minor site development permit application/checklist.

(2) A professional recovery fee as set forth in Appendix A shall be required at the time of site development permit exemption application submittal.

Section 18. **Conflicting Ordinances.** Exhibit "A", Article 14.200, Leander Code of Ordinances and of Ordinance No. 05-018-00 is amended as provided herein. All ordinances or parts thereof conflicting or inconsistent with the provisions of this ordinance as adopted herein, are hereby amended to the extent of such conflict. In the event of a conflict or inconsistency between this ordinance and any other code or ordinance of the City, the terms and provisions of this ordinance shall govern.

Section 19. **Savings Clause.** All rights and remedies of the City of Leander are expressly saved as to any and all violations of the provisions of any ordinances affecting zoning within the City which have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

Section 20. **Effective Date.** This ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Tex. Loc. Gov't. Code and the City Charter.

Section 21. **Severability**. It is hereby declared to be the intention of the City Council that the

sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any phrase, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation of this ordinance of any such invalid phrase, clause, sentence, paragraph or section. If any provision of this Ordinance shall be adjudged by a court of competent jurisdiction to be invalid, the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision, and to this end the provisions of this Ordinance are declared to be severable.

Section 22. **Open Meetings.** It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act.

PASSED AND APPROVED on the 20th day of November, 2014.
PASSED AND FINALLY APPROVED on the 4th day of December, 2014.

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

Valarie Lane spoke against.

d) Close Public Hearing

Chairman Seiler closed the public hearing.

e) Discussion

Discussion took place.

f) Consider Action

Commissioner Wixon moved to approve with staff recommendation of the requested MF-2-A (Multi-Family) and GC-3-C (General Commercial) districts, but leaving the southern and western most 410′ portion of the property as LC-2-B (Local Commercial) and adding the following conditions:

1. **The building setback for the MF-2-A development shall be 30 feet from the single-family residential properties. The building height may increase one foot for every additional foot the building is setback from the 30′ setback.**
2. **The non-residential wall requirements shall apply. A six foot tall masonry wall shall be required between the MF-2-A development and the single-family residential properties.**

Vice Chairman Stephenson seconded the motion. Motion passed unanimously.

19. Composite Zoning Ordinance Case 14-OR-008: Hold a public hearing and consider action on amending sections of the Composite Zoning Ordinance, to add definitions, update the site components regarding outdoor animal boarding and landscape requirements, to modify requirements for drainage and detention facilities, to amend the masonry wall requirements, to update the architectural standards, to update the site development standards, and to update the garage setback requirements. Applicant: City of Leander

a) Staff Presentation

Robin Griffin, Senior Planner explained the sections being amended in the Composite Zoning Ordinance.

b) Open Public Hearing

Chairman Seiler opened the public hearing.
Harry Savio asked for a postponement.
Chris Townsend asked for a postponement.
Travis Schirpik asked for a postponement
Bob Wunsch asked for a postponement
Marci Cannon asked for a postponement.

c) Close Public Hearing

Chairman Seiler closed the public hearing.

d) Discussion

Discussion took place.

e) Consider Action

Commissioner Wixon moved to recommend to Council a postponement of action on this amendment to allow for further discussion with the development community. In addition, they requested the addition of the word "only" to the following statement from Article VI Section 1 (c)(5)(iii):

"...if approved by the Planning Director <u>only</u> when on-site replacement is not possible or practical..."

Commissioner Sokol seconded the motion. Motion passed unanimously.

20. Subdivision Ordinance Case 14-OR-009: Consider action on amending sections of the Subdivision Ordinance, to add provisions for the protection of heritage trees, to modify the transportation improvements, water utility improvements, and easement sections of the ordinance. Applicant: City of Leander

a) Staff Presentation

Robin Griffin, Senior Planner explained the sections being amended in the Subdivision Ordinance.

b) Open Public Hearing

Chairman Seiler opened the public hearing.
Harry Savio asked for a postponement and would like to see tree survey during the final plat process and not the preliminary plat process.
Frank Stiles spoke against the ordinance amendment.

c) Close Public Hearing

Chairman Seiler closed the public hearing.

d) Discussion

Discussion took place.

e) Consider Action

Commissioner Wixson moved to recommend to Council a postponement of this amendment to allow for further discussion with the development community. In addition, the Commission proposed that the time frame associated with the preparation of the tree survey is similar to the City of Austin requirements. Commissioner Allen seconded the motion. Motion passed unanimously.

21. Comprehensive Plan Case 14-CPA-003: Hold a public hearing and consider action on amendments to the Leander Transportation Plan as set forth in the Comprehensive Plan. Applicant: City of Leander

a) Staff Presentation

Robin Griffin, Senior Planner explained the sections being amended to the Leander Transportation Plan as set forth in the Comprehensive Plan.

b) Open Public Hearing

Chairman Seiler opened the public hearing.

c) Close Public Hearing

Chairman Seiler closed the public hearing.

AGENDA ITEM # 19

Executive Summary

November 20, 2014

Agenda Subject: Comprehensive Plan Case 14-CPA-003: Hold a public hearing and consider action on amendments to the Leander Transportation Plan as set forth in the Comprehensive Plan.

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

1. Remove all connector roadways located within the TOD and replace with collector roads.
2. Change alignment of South Brook Drive to match the Oak Creek Preliminary Plat.
3. Add collectors approved as part of the Red Oak Valley, Bryson, Palmera Ridge, and Oak Creek Subdivisions.
4. Change alignment of Hero Way.
5. Add trails including Blockhouse Creek, Boulders at Crystal Falls, Crystal Falls West PEC, and Halsey Drive Trail.
6. Add W Woodview Drive collector.
7. Update the corresponding matrix.

Origination: Planning Department

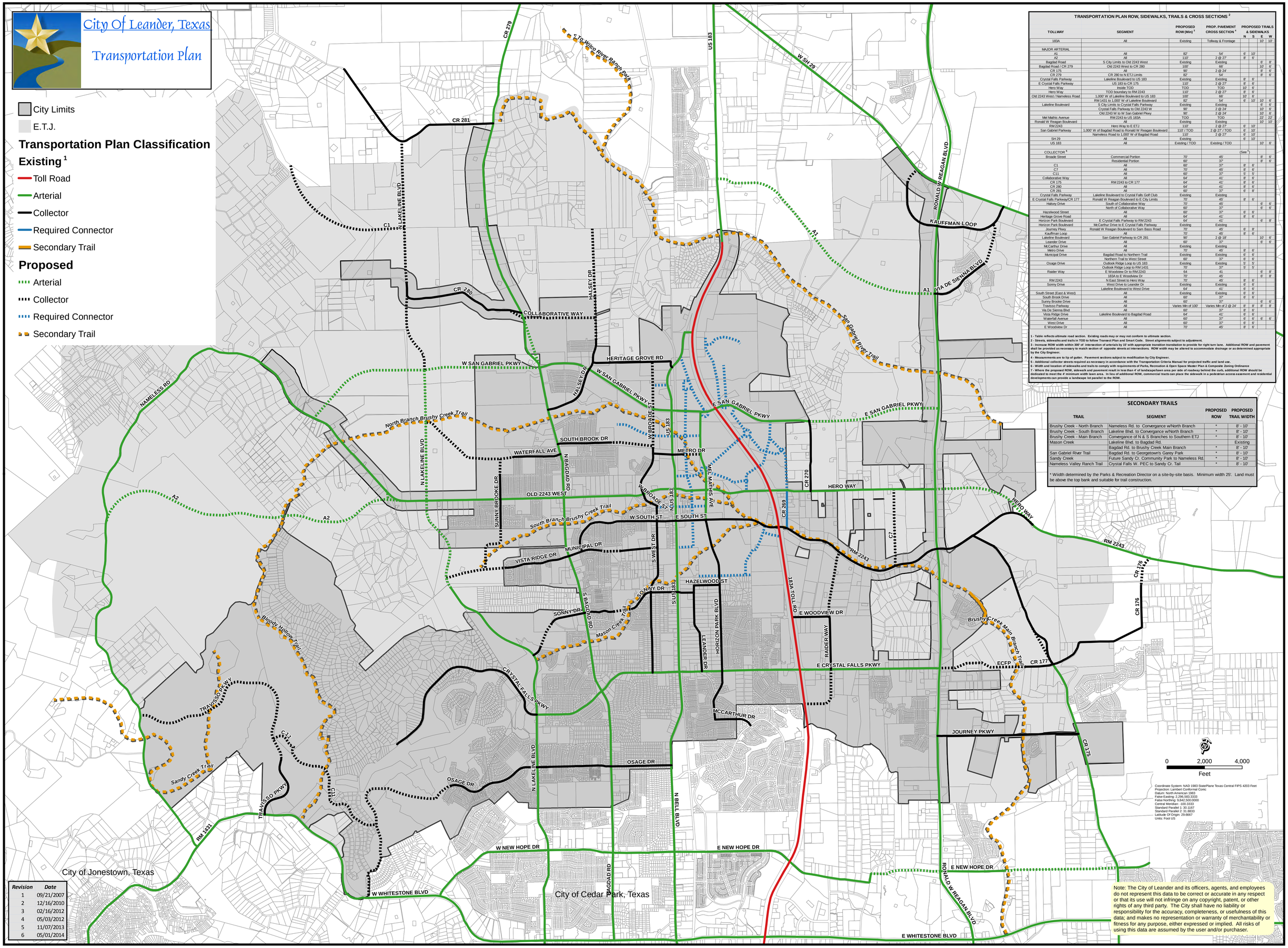
Financial Consideration: None

Recommendation: Staff recommends approval. The Planning & Zoning Commission unanimously recommended approval of the amendments to the Transportation Plan.

Attachments:

1. Current Transportation Plan
2. Proposed Transportation Plan
3. Proposed Matrix
4. Ordinance
5. Minutes–Planning & Zoning Commission November 13, 2014

Prepared By: Tom Yantis, AICP
Assistant City Manager 11/14/2014



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

TOLLWAY	SEGMENT	PROPOSED ROW (Min) [3]	PROP. PAVEMENT CROSS SECTION [4]	PROPOSED TRAILS & SIDEWALKS N	S	E	W
183A	All	Existing	Tollway & Frontage			10'	10'
MAJOR ARTERIAL							
A1	All	82'	54'	6'	10'		
A2	All	110'	2 @ 27'	8'	6'		
Bagdad Road	S City Limits to Old 2243 West	Existing	Existing			6'	8'
Bagdad Road / CR 279	Old 2243 West to CR 280	100'	66'			10'	6'
CR 175	All	90'	2 @ 24'			8'	6'
CR 279	CR 280 to N ETJ Limits	82'	54'			8'	6'
Crystal Falls Parkway	Lakeline Boulevard to US 183	Existing	Existing	8'	6'		
E Crystal Falls Parkway	US 183 to CR 175	110'	2 @ 27'	8'	6'		
Hero Way	Inside TOD	TOD	TOD	10'	6'		
Hero Way	TOD boundary to RM 2243	110'	2 @ 27'	8'	6'		
Old 2243 West / Nameless Road	1,000' W of Lakeline Boulevard to US 183	100'	66'	10'	6'		
	RM 1431 to 1,000' W of Lakeline Boulevard	82'	54'	6'	10'	10'	6'
Lakeline Boulevard	S City Limits to Crystal Falls Parkway	Existing	Existing			6'	6'
	Crystal Falls Parkway to Old 2243 W	90'	2 @ 24'			10'	6'
	Old 2243 W to W San Gabriel Pkwy	90'	2 @ 24'			10'	6'
Mel Mathis Avenue	RM 2243 to US 183A	TOD	TOD			22'	22'
Ronald W Reagan Boulevard	All	Existing	Existing			10'	10'
RM 2243	Hero Way to E ETJ	110'	2 @ 27'	6'	10'		
San Gabriel Parkway	1,000' W of Bagdad Road to Ronald W Reagan Boulevard	110' / TOD	2 @ 27' / TOD	6'	10'		
	Nameless Road to 1,000' W of Bagdad Road	110'	2 @ 27'	6'	10'		
SH 29	All	Existing		6'	10'		
US 183	All	Existing / TOD	Existing / TOD			10'	6'
COLLECTOR [5]				(See [6])			
Broade Street	Commercial Portion	70'	45'			8'	6'
	Residential Portion	60'	37'			8'	6'
C1	All	60'	37'	8'	6'		
C7	All	70'	45'	8'	6'		
C11	All	60'	37'	5'	5'		
Collaborative Way	All	64'	41'	8'	6'		
CR 175	RM 2243 to CR 177	64'	41'	8'	6'		
CR 280	All	64'	41'	8'	6'		
CR 281	All	60'	37'	6'	8'		
Crystal Falls Parkway	Lakeline Boulevard to Crystal Falls Golf Club	Existing	Existing				
E Crystal Falls Parkway/CR 177	Ronald W Reagan Boulevard to E City Limits	70'	45'	8'	6'		
Halsey Drive	South of Collaborative Way	70'	45'			6'	6'
	North of Collaborative Way	60'	37'			6'	6'
Hazelwood Street	All	60'	37'	6'	6'		
Heritage Grove Road	All	64'	41'	8'	6'		
Horizon Park Boulevard	E Crystal Falls Parkway to RM 2243	64'	41'			6'	8'
Horizon Park Boulevard	McCarthur Drive to E Crystal Falls Parkway	Existing	Existing				
Journey Pkwy	Ronald W Reagan Boulevard to Sam Bass Road	70'	45'	6'	8'		
Kauffman Loop	All	70'	45'	8'	6'		
Lakeline Boulevard	San Gabriel Parkway to CR 281	90'	2 @ 18'			10'	6'
Leander Drive	All	60'	37'			6'	6'
McCarthur Drive	All	Existing	Existing				
Metro Drive	All	70'	45'	8'	6'		
Municipal Drive	Bagdad Road to Northern Trail	Existing	Existing	6'	6'		
	Northern Trail to West Street	60'	37'	6'	6'		
Osage Drive	Outlook Ridge Loop to US 183	Existing	Existing	5'	5'		
	Outlook Ridge Loop to RM 1431	70'	37'	5'	5'		
Raider Way	E Woodview Dr to RM 2243	64	41			6'	8'
	183A to E Woodview Dr	70'	45'			6'	8'
RM 2243	N East Street to Hero Way	70'	45'	8'	6'		
Sonny Drive	West Drive to Leander Dr	Existing	Existing	6'	6'		
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Via De Sienna Blvd	All	60'	37'	8'	6'		
Vista Ridge Drive	Lakeline Boulevard to Bagdad Road	64'	41'	6'	6'		
Waterfall Avenue	All	60'	37'	6'	6'	6'	6'
West Drive	All	60'	37'	6'	6'		
E Woodview Dr	All	70'	45'	8'	6'		

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5 - Additional collector streets required as necessary in accordance with the Transportation Criteria Manual for projected traffic and land use.
6 - Width and location of sidewalks and trails to comply with requirements of Parks, Recreation & Open Space Master Plan & Composite Zoning Ordinance
7 - Where the proposed ROW, sidewalk and pavement result in less than 4' of landscape/lawn area per side of roadway behind the curb, additional ROW should be dedicated to meet the 4' minimum width lawn area. In lieu of additional ROW, commercial tracts can place the sidewalk in a pedestrian access easement and residential developments can provide a landscape lot parallel to the ROW.

SECONDARY TRAILS

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

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

Revision	Date
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2	12/16/2010
3	02/16/2012
4	05/03/2012
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6	05/01/2014

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City Of Leander, Texas

Transportation Plan

City Limits

E.T.J.

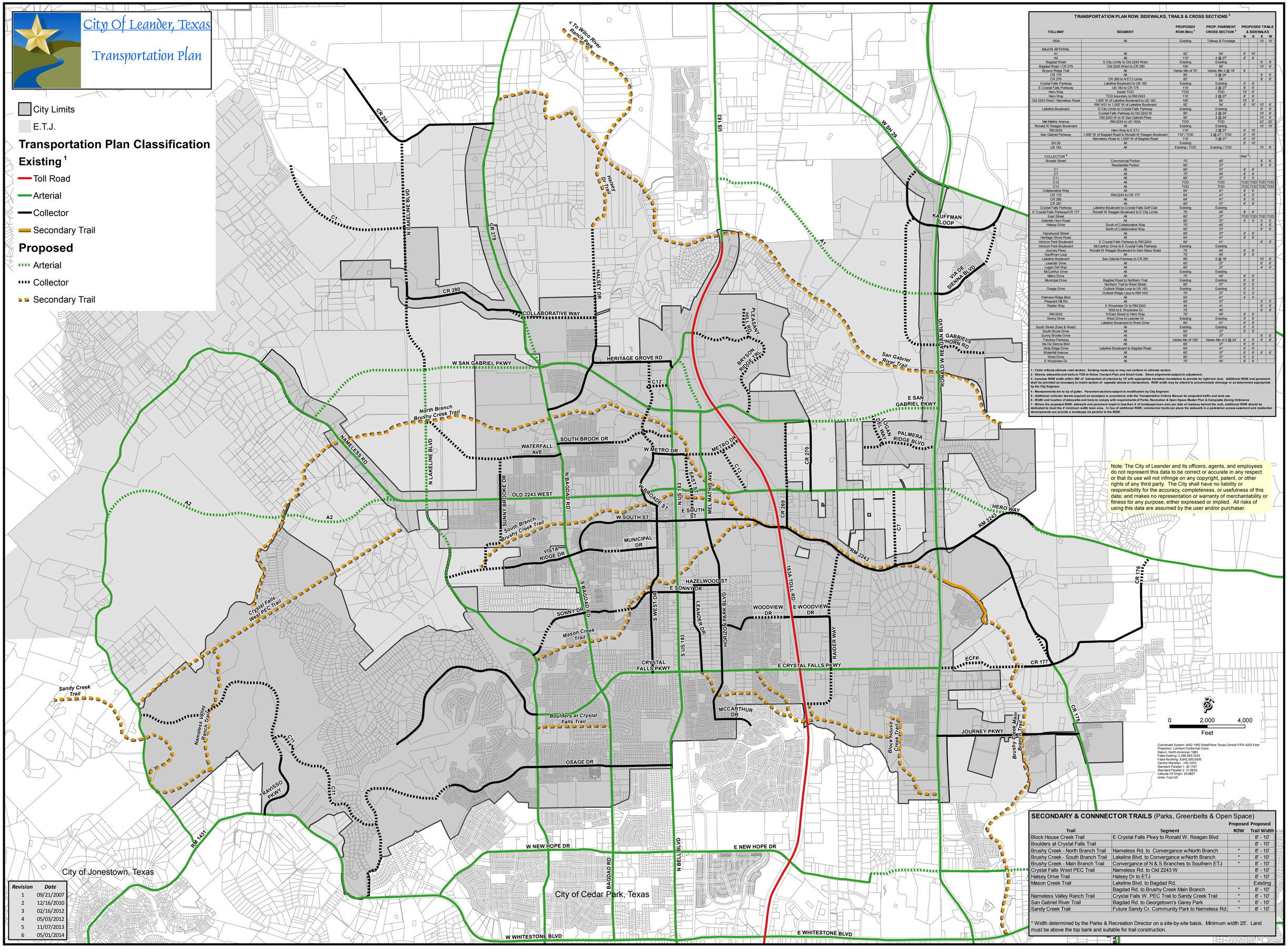
Transportation Plan Classification

Existing [1]

- Toll Road
- Arterial
- Collector
- Secondary Trail

Proposed

- Arterial
- Collector
- Secondary Trail



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Coordinate System: NAD 1983 StatePlane Texas Central FIPS 4203 Feet
Projection: Lambert Conformal Conic
Datum: North American 1983
False Easting: 2,296,583.3333
False Northing: 9,842,500.0000
Central Meridian: -100.3333
Standard Parallel 1: 30.1167
Standard Parallel 2: 31.8833
Latitude Of Origin: 29.6667
Units: Foot US

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SECONDARY & CONNNECTOR TRAILS (Parks, Greenbelts & Open Space)

Trail	Segment	Proposed ROW	Proposed Trail Width
Block House Creek Trail	E Crystal Falls Pkwy to Ronald W. Reagan Blvd		8' - 10'
Boulders at Crystal Falls Trail			8' - 10'
Brushy Creek - North Branch Trail	Nameless Rd. to Convergance w/North Branch	*	8' - 10'
Brushy Creek - South Branch Trail	Lakeline Blvd. to Convergance w/North Branch	*	8' - 10'
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Travisso Parkway	All	Varies Min of 100'	Varies Min of 2 @ 24'	8'	8'	8'	8'
Via De Sienna Blvd	All	60'	37'	8'	6'		
Vista Ridge Drive	Lakeline Boulevard to Bagdad Road	64'	41'	6'	6'		
Waterfall Avenue	All	60'	37'	6'	6'	6'	6'
West Drive	All	60'	37'	6'	6'		
E Woodview Dr	All	70'	45'	8'	6'		

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

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

3 - Increase ROW width within 300' of intersection of arterials by 15' with appropriate transition transitation to provide for right turn lane. Additional ROW and pavement shall be provided as necessary to match section of opposite streets at intersections. ROW width may be altered to accommodate drainage or as determined appropriate by the City Engineer.

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

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

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

SECONDARY & CONNNECTOR TRAILS (Parks, Greenbelts & Open Space)

Trail	Segment	Proposed ROW	Proposed Trail Width
Block House Creek Trail	E Crystal Falls Pkwy to Ronald W. Reagan Blvd		8' - 10'
Boulders at Crystal Falls Trail			8' - 10'
Brushy Creek - North Branch Trail	Nameless Rd. to Convergance w/North Branch	*	8' - 10'
Brushy Creek - South Branch Trail	Lakeline Blvd. to Convergance w/North Branch	*	8' - 10'
Brushy Creek - Main Branch Trail	Convergance of N & S Branches to Southern ETJ	*	8' - 10'
Crystal Falls West PEC Trail	Nameless Rd. to Old 2243 W		8' - 10'
Halsey Drive Trail	Halsey Dr to ETJ		8' - 10'
Mason Creek Trail	Lakeline Blvd. to Bagdad Rd.		Existing
	Bagdad Rd. to Brushy Creek Main Branch	*	8' - 10'
Nameless Valley Ranch Trail	Crystal Falls W. PEC Trail to Sandy Creek Trail	*	8' - 10'
San Gabriel River Trail	Bagdad Rd. to Georgetown's Garey Park	*	8' - 10'
Sandy Creek Trail	Future Sandy Cr. Community Park to Nameless Rd.	*	8' - 10'

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

Replacing Ordinance 14-025-00

ORDINANCE NO.

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

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

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

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

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

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

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

Section 3. **Amendment of Conflicting Ordinances.** The City of Leander Transportation Plan previously adopted by Ordinance No. 14-025-00 is hereby repealed and replaced by the Transportation Plan adopted herein. The City of Leander Comprehensive Plan, all ordinances and parts of ordinances, and all resolutions and parts of resolutions in conflict with this Ordinance are amended to the extent of such conflict. In the event of a conflict or inconsistency between this Ordinance and any other code, ordinance, or plan of the City, the terms and provisions of this Ordinance shall govern.

Section 4. **Savings.** All rights and remedies of the City of Leander are expressly saved as to any and all violations of the provisions of any ordinances affecting the Transportation Plan within the City which have accrued at the time of the effective date of this ordinance; and, as to such

accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

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

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

PASSED AND APPROVED on this the 20th day of November 2014.

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

_____ _____

Debbie Haile, City Secretary Christopher Fielder, Mayor

"...if approved by the Planning Director <u>only</u> when on-site replacement is not possible or practical..."

Commissioner Sokol seconded the motion. Motion passed unanimously.

20. Subdivision Ordinance Case 14-OR-009: Consider action on amending sections of the Subdivision Ordinance, to add provisions for the protection of heritage trees, to modify the transportation improvements, water utility improvements, and easement sections of the ordinance. Applicant: City of Leander

a) Staff Presentation

Robin Griffin, Senior Planner explained the sections being amended in the Subdivision Ordinance.

b) Open Public Hearing

Chairman Seiler opened the public hearing.
Harry Savio asked for a postponement and would like to see tree survey during the final plat process and not the preliminary plat process.
Frank Stiles spoke against the ordinance amendment.

c) Close Public Hearing

Chairman Seiler closed the public hearing.

d) Discussion

Discussion took place.

e) Consider Action

Commissioner Wixson moved to recommend to Council a postponement of this amendment to allow for further discussion with the development community. In addition, the Commission proposed that the time frame associated with the preparation of the tree survey is similar to the City of Austin requirements. Commissioner Allen seconded the motion. Motion passed unanimously.

21. Comprehensive Plan Case 14-CPA-003: Hold a public hearing and consider action on amendments to the Leander Transportation Plan as set forth in the Comprehensive Plan. Applicant: City of Leander

a) Staff Presentation

Robin Griffin, Senior Planner explained the sections being amended to the Leander Transportation Plan as set forth in the Comprehensive Plan.

b) Open Public Hearing

Chairman Seiler opened the public hearing.

c) Close Public Hearing

Chairman Seiler closed the public hearing.

d) Discussion

Discussion took place.

e) Consider Action

Commissioner Sokol moved to approve the amendments to the Transportation Plan, Vice Chairman Stephenson seconded the motion. Motion passed unanimously.

22. Meeting Adjourned Meeting adjourned at **pm**

_____
Chairman Seiler

ATTEST:_____
Ellen Pizalate, P & Z Secretary

AGENDA ITEM # 20

Executive Summary

November 20, 2014

Council Agenda Subject: Consider and take appropriate action on a resolution approving an application to create the Central Texas Water Development Corporation and approve the Articles of Incorporation and Bylaws of the Corporation

Background: Pix Howell gave a presentation at the November 6, 2014 meeting and was asked to bring back documents for council consideration

Origination: Pix Howell

Recommendation: No staff recommendation

Attachments: Articles of Incorporation
By-Laws
Resolution

Prepared by: Debbie Haile, City Secretary

ARTICLES OF INCORPORATION
OF THE
CENTRAL TEXAS WATER DEVELOPMENT CORPORATION

We, the undersigned natural persons, each of whom is eighteen (18) years of age, or more, and one being a qualified voter of the County of Hays, Texas ("Hays County"), one being a qualified voter of the County of Travis, Texas ("Travis County"), and one being a qualified voter of the City of Leander, Williamson County, Texas ("Leander"), acting as incorporators of a corporation incorporated pursuant to *Subchapt. D, Chapt. 431, Tex. Trans. Code* (the "Act"), in compliance with the procedures and requirements of *Chapt. 394, Tex. Loc. Gov't. Code* ("Chapt. 394"), hereby adopt the following Articles of Incorporation for such corporation:

ARTICLE I

The name of the corporation is Central Texas Water Development Corporation (the "Corporation").

ARTICLE II

The Corporation is a public non-profit corporation.

ARTICLE III

The period of duration of the Corporation shall be perpetual.

ARTICLE IV

The Corporation may plan, develop, coordinate, build, finance or otherwise provide facilities to transport water through any county. However, the Corporation shall not have the power to plan, develop, coordinate, build, finance, provide, or otherwise facilitate retail water, wastewater, or other services in a county or city that is a participant in the Corporation without the approval of the governing body of the participating city or county. The Corporation is organized for the purpose of aiding, assisting, and acting on behalf of Local Governments, as defined in *Sec. 394.003, Tex. Loc. Gov't. Code* and these Articles, in the performance of their governmental functions to promote the common good, general welfare and future water supply of the Local Governments; to provide education and information programs regarding the present and future water needs of the Local Governments, Central Texas and the State of Texas, the recharge of aquifers, and the management, use, conservation and development of water; to provide, or assist with the development of, plans for obtaining, additional water supplies, including, but not limited to, surface water, groundwater and alternatives for the reuse of water resources, and conservation; and to serve as a legal entity to organize, finance, purchase and transfer, or hold, operate and sell, water facilities; and the development and improvement of public water utilities, systems and infrastructure.

The Corporation is also organized to aid, assist and act on behalf of the Corporation, Local Governments, and publicly controlled entities, to acquire, and to aide and assist governmental and local entities to acquire, water supplies and facilities to produce and transport potable water: and to

(a) acquire, own, hold, improve, use or otherwise deal with real or personal property, or any interest therein, wherever situated, to accomplish its purposes;

(b) plan, develop and coordinate proposals to finance, bid and negotiate for, and purchase water and water facilities;

(c) provide for the operation and maintenance of water systems and facilities as required for the public good; and

(d) transfer, sell and convey to local governments and publicly controlled legal entities water, water systems and facilities that are acquired by the Corporation.

The Corporation may plan, develop, coordinate, build, finance or otherwise provide facilities to transport water through any county. However, the Corporation shall not have the power to plan, develop, coordinate, build, finance, provide, or otherwise facilitate retail water, wastewater, or other services in a county without the approval of the Commissioners Court of that county. The Corporation is formed pursuant to the provisions of the Act to assist and act on behalf of the Local Governments and to engage in activities in the furtherance of the purposes of its creation, and may exercise all of the rights, powers, privileges, authority and functions given to local government corporations incorporated under the Act, together with all the powers, privileges, authority and functions given by state law to non-profit corporations, including, without limitation, the powers and authority given under *Art. 1396, 1.01 - 50.01, VATCS*.

The Corporation shall have all other powers of a like or different nature not prohibited by law which are available to non-profit corporations in Texas and which are necessary or useful to enable the Corporation to perform the purposes for which it is created, including the power to issue bonds, notes or other obligations, and otherwise exercise its borrowing power to accomplish the purposes; provided the Corporation shall not have any authority to issue bonds, notes or any debt obligation, or by contract undertake an obligation that is not to be funded solely by binding contractual commitments made by local governments and legal entities to purchase increments or portions of the water and water and facilities; provided that no bonds, notes or financial obligations of the Corporation shall ever be or become debt obligations of the Local Governments.

The Corporation is created as a local government corporation pursuant to the Act and shall be a governmental unit within the meaning of *Subdivision (2), Sec. 101.001, Tex. Civ. Prac. & Rem. Code*. The operations of the Corporation are governmental and not proprietary functions for purposes of the Texas Tort Claims Act, *Sec. 101.001 et seq., Tex. Civ. Prac. & Rem. Code*.

ARTICLE V

The Corporation shall have no members. The Local Governments that enter into an Interlocal Agreement to participate in the Corporation shall be the voting participants of the Corporation. The sponsoring participants are Hays County, Travis County and Leander ("Sponsor Participants"). Other Local Governments may become participants by entering into an Interlocal Agreement with the Corporation, upon their individually complying with the Act and *Chapt. 394, Tex. Loc. Gov't. Code*.

ARTICLE VI

All powers of the Corporation shall be vested in a Board composed of directors appointed by the Local Governments from among the members of the governing bodies of the Local Governments. The initial board of directors is appointed by the governing bodies of the County of Hays, Texas, the County of Travis, Texas, and the City of Leander, Texas. Each of the Sponsor Participants shall appoint one member of its governing body to the Board and the Board shall initially consist of three (3) directors, and the initial directors of the Corporation ("Director" or "Directors") shall be those persons named in Article VIII. The initial Directors shall serve for the term prescribed in the Bylaws. The number of directors may be increased to up to nine (9) directors as provided in the Bylaws. Subsequent Directors shall have the qualifications required by the Act and additional directors may be appointed as provided in the Bylaws. The Local Government that appoints a Director may remove that Director at any time, without cause.

The Board of Directors shall annually, by majority vote, designate a director to serve as the Chair of the Board. Each Local Government may also appoint a member of the governing body of the Local Government to serve as an ex-officio, non-voting member of the Board. The Corporation Bylaws shall govern all other matters pertaining to the affairs of the Corporation, so long as such Bylaws are not inconsistent with these Articles of Incorporation, or the laws of the State of Texas.

ARTICLE VII

The street address of the initial registered office of the Corporation is 223 West Anderson Lane, Suite A105, Austin, Travis County, Texas, 78752, and the name of its initial registered agent at such address is Barney L. Knight.

ARTICLE VIII

The number of Directors initially constituting the Board is three (3). The names, addresses, and positions of the initial Directors, as approved and appointed by the Local Governments are as follows:

Bert Cobb, M.D., 111 E. San Antonio St., San Marcos, Hays County, Texas, 78666 Position One

Margaret Gomez, 700 Lavaca, Suite 1510, Austin, Travis County, Texas 78701 Position Two

Chris Fielder, 11880 Old 2243 W., # 204, Leander, Williamson County, Texas 78641 Position Three

Each of the foregoing directors resides within the boundaries of one of the Local Governments that is a Sponsor Participant.

ARTICLE IX

The names and street addresses of the incorporators, a majority of which reside within the jurisdictional boundaries of the Local Governments, that is a Sponsor Participant, are as follows:

Larry Jackson, 10904 Jamie Glen Way, Austin, Texas 78753

Herschel P. McCullough, 1415 E. Spoke Hill Drive, Wimberley Texas 78676

James Kent Cagle, 12225 Sidewinder, Leander, Texas 78641

ARTICLE X

The Commissioners Court of Hays County approved these Articles of Incorporation, the Bylaws and the Directors named in Article VIII by resolution set forth in the November 18, 2014, minutes of the Commissioners Court. The Commissioners Court of Travis County approved these Articles of Incorporation, the Bylaws and the Directors named in Article VIII by resolution set forth in the November 18, 2014, minutes of the Commissioners Court. The City Council of Leander approved these Articles of Incorporation, the Bylaws and the Directors named in Article VIII by resolution set forth in the November 20, 2014, minutes of the City Council.

ARTICLE XI

No Director shall be liable to the Corporation for monetary damages for an act or omission in the Director's capacity as a Director, except for liability for (i) any breach of the Director's duty of loyalty to the Corporation, (ii) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) any transaction from which the Director received an improper benefit, whether or not the benefit resulted from an act taken within the scope of the Director's office, or (iv) acts or omissions for which the liability of a Director is expressly provided by statute. Any repeal or amendment of this Article by the Directors shall be prospective only, and shall not adversely affect any limitation on the personal liability of a Director existing at the time of such repeal or amendment. In addition to the circumstances in which a Director is not personally liable as set forth in the preceding sentences, in any suit or legal claim regarding or growing out of the duties of the Corporation or the Director, Directors shall have all the legal immunities, privileges and defenses available at law or in equity, and shall have no liability or limited liability to the fullest extent permitted by state law, or any amendment to state law that further limits the liability of a Director.

ARTICLE XII

In accordance with the provisions of *Sec. 501(c)(3), U.S. Internal Revenue Code of 1986*, as amended (the "Code"), and regardless of any other provisions of these Articles of Incorporation or the laws of the State of Texas, the Corporation: (a) shall not permit any part of the net earnings of the Corporation to inure to the benefit of any private individual (except that reasonable compensation may be paid for

personal services rendered to or for the Corporation in effecting one or more of its purposes); (b) shall not devote more than an insubstantial part of its activities to attempting to influence legislation by propaganda or otherwise; (c) shall not participate in, or intervene in (including the publication or distribution of statements), any political campaign on behalf of any candidate for public office; and (d) shall not attempt to influence the outcome of any election for public office or to carry on, directly or indirectly, any voter registration drives. Any income earned by the Corporation after payment of reasonable expenses, debt, contract obligations with governmental and public purpose legal entities, and establishing a reserve, shall accrue to the Local Governments for application as provided below.

The Local Governments shall, at all times, have an unrestricted right to receive any income earned by the Corporation, exclusive of amounts needed to cover reasonable expenditures, debt, contract obligations and reasonable reserves for future activities. Unless otherwise directed by the Local Governments, any income of the Corporation received by the Local Governments shall be deposited into a special account and used to fund the programs and business of the Corporation and reduce on a pro-rata basis the principal amount of any financial obligations incurred to purchase water and water facilities, and any excess distributed pursuant to Interlocal Cooperation Agreements entered into by the Corporation to accomplish its governmental purpose. No income shall inure to the benefit of any private interests.

If the Board of Directors determines by resolution that the purposes for which the Corporation was formed have been substantially met and all bonds issued by and all obligations incurred by the Corporation have been fully paid, the Board shall execute a certificate of dissolution which states those facts and declares the Corporation dissolved in accordance with the requirements of *Sec. 394.026, Loc. Gov't. Code*, or applicable law then in existence. In the event of dissolution or liquidation of the Corporation, all assets will be turned over to the Local Governments for application as above provided.

ARTICLE XIII

If the Corporation is a private foundation within the meaning of the *Code, Section 509(a)*, the Corporation shall: (a) distribute its income for each taxable year at such time and in such manner as not to become subject to the tax on undistributed income imposed by the *Code, Section 4942*; (b) not engage in any act of self- dealing as defined in the *Code, Section 4941(d)*; (c) not retain any excess business holdings as defined in the *Code, Section 4943(c)*; (d) not make any investments in such manner as to subject it to tax under the *Code, Section 4944*; and (e) not make any taxable expenditure as defined in the *Code, Section 4945(d)*. The Corporation shall to the fullest extent consistent with the accomplishment of its governmental purposes endeavor to operate in a manner to assure it is not a private foundation.

ARTICLE XIV

A majority of the Local Governments may at any time consider and approve an ordinance or order directing the Board to proceed with the dissolution of the Corporation, at which time the Board shall proceed with the dissolution of the Corporation in accordance with applicable state law. The failure of the Board to proceed with the dissolution of the Corporation in accordance with this Section shall be deemed a cause for the removal from office of any or all of the Directors as permitted by Article VI of these Articles of Incorporation.

ARTICLE XV

These Articles may not be amended unless approved by the governing body of all of the Local Governments; provided the Local Governments shall not unreasonably withhold approval of amendments to provide for other local governments to become members of the Corporation.

IN WITNESS WHEREOF, we have hereunto set our hands this __ day of _____, 2014.

_____
Larry Jackson, Incorporator

_____
Herschel P. McCullough, Incorporator

_____
James Kent Cagle, Incorporator

THE STATE OF TEXAS **[]**

COUNTY OF HAYS **[]**

BEFORE ME, the undersigned authority, on this day personally appeared Herschel P. McCullough, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that _he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the____ day of _____, 2014.

(SEAL)

_____
Notary Public-State of Texas

THE STATE OF TEXAS **[]**

COUNTY OF TRAVIS **[]**

BEFORE ME, the undersigned authority, on this day personally appeared Larry Jackson, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that _he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the____ day of _____, 2014.

(SEAL) _____

Notary Public-State of Texas

THE STATE OF TEXAS **[]**

COUNTY OF WILLIAMSON **[]**

BEFORE ME, the undersigned authority, on this day personally appeared James Kent Cagle, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that _he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the ____ day of _____, 2014.

(SEAL) _____

Notary Public-State of Texas

BYLAWS
of the
CENTERAL TEXAS WATER DEVELOPMENT CORPORATION

ARTICLE I
PURPOSES

Section 1.01. General Purposes. The Central Texas Water Development Corporation ("Corporation") is organized for the purpose of aiding, assisting, and acting on behalf of the local governments that participate in the Corporation, in the performance of their governmental functions, to promote the common good and general welfare of area within the local governments and neighboring areas, to assist local governments, groups and entities to preserve valuable rights, serve as a legal entity to provide education and information programs regarding the present and future water needs of Central Texas and the State of Texas and the management, use conservation and development of water supplies; to recharge aquifers; to provide, or assist with the development of, plans for obtaining, additional water supplies, including, but not limited to, surface water, groundwater and alternatives for the reuse of water resources, and conservation; and to serve as a legal entity to organize, finance purchase an transfer, or hold, operate and sell, water assets and facilities, and the development and improvement of public water utilities, systems and infrastructure. The Corporation may plan, develop, coordinate, build, finance or otherwise provide facilities to transport water through any county. However, the Corporation shall not have the power to plan, develop, coordinate, build, finance, provide, or otherwise facilitate retail water, wastewater, or other services in a county or city that is a participant in the Corporation without the approval of the governing body of the participating city or county.

Section 1.02. Implementation. The Corporation is also organized to aid, assist and act on behalf of the local governments for the purposes set forth in Article IV of the Articles of Incorporation.

Section 1.03. General Powers and Authority. The Corporation is formed pursuant to the provisions of the Act to assist and act on behalf of the local governments and to engage in activities in the furtherance of the purposes of its creation, and it shall have and may exercise all incorporated under *Subchapter D, Chapt. 431, Tex. Trans. Code* (the "Act"), together with all powers, privileges, authority and functions given by state law to non-profit corporations, including, without limitation, the powers and authority given under *Art. 1396, 1.01 – 50.01, Vernon's Annotated Texas Civil Statutes.* The Corporation is organized and created by the County of Hays, Texas, the County of Travis, Texas, and the City of Leander, Texas (the "Local Governments") pursuant to and in compliance with *Chapt. 394, Tex. Loc. Gov't. Code*, and may accept and admit additional local governments as participants by Interlocal Cooperation Agreement between each such additional participants and the Corporation, upon and after such

additional local governments complying with the requirements of *Subchapter D, Chapt. 431 and Chapt. 394*. The term "Local governments" shall have the meaning given in *Subchapter D, Chapt. 431 and Chapt. 394*, and the defined term "Local Governments" shall mean and include the above named local governments and each additional local government that becomes a participant of the Corporation. The term "Sponsor Participant" shall include those Local Governments named in Articles of Incorporation and local governments that elect to become Sponsor Participants and are approved by the board as a Sponsor Participant, as provided in these Bylaws.

Section 1.04. Additional Powers and Authority. The Corporation shall have all other powers of a like or different nature not prohibited by law which are available to non-profit corporations in Texas and which are necessary or useful to enable the Corporation to perform the purposes for which it is created, including the power to issue bonds, notes or other obligations, and otherwise exercise its borrowing power to accomplish the purposes set forth above and in Article IV of the Articles of Incorporation; provided the Corporation shall not issue bonds, notes or any debt obligation, or by contract undertake a financial obligation, that will not to be funded by funds available, grants, or by binding contractual commitments made by local governments and legal entities to purchase water or increments or portions of the water facilities that are purchased.

Section 1.05. Governmental Body. The Corporation is created as a local government corporation pursuant to the Act and shall be governmental unit within the meaning of *Subdivision (2), Sec. 101.001, Tex. Civ. Prac. & Rem. Code*. The operations of the Corporation are governmental and not proprietary functions for purposes of the Texas Tort Claims Act, *Sec. 101.001 et seq., Tex. Civ. Prac. & Rem. Code*.

ARTICLE II
BOARD OF DIRECTORS

Section 2.01. Appointment, Classes, Powers Number and Terms. All powers of the Corporation shall be vested in the Board of Directors (the "Board"). The Board shall initially consist of three (3) Directors. The Directors of the Board may be increased to up to a maximum of nine (9) Directors. Upon the expiration of the initial term of office of the three Directors, each of the three Sponsor Participants shall appoint one member of its governing body to the Board. Thereafter, from time to time as the terms of those director positions expire each of the Sponsor Participants shall appoint one member of its governing body to the position of Director; provided that, if additional Local Governments become Sponsor Participants in number greater than the number of Director positions then provided, the Board will by lot from time to time, as the term of office of existing Board members expire, select one or more Board member positions that will rotate off the Board and be filled by a member of the governing body, of one or more other Sponsor Participants selected by the Board, appointed by the Sponsor Participant(s) selected.

If any Local Government that is a Sponsor Participant withdraws from its participation as Sponsor Participant, the Board shall afford Local Governments that are of the same category as the Withdrawing Sponsor Participant, e.g. County or incorporated city, and opportunity to be considered to fill the position of the withdrawing Sponsor Participant. If more than one Local Government desires to be considered for the vacated position, the Board, by majority vote, shall elect one of the Local Government candidates as the replacement for the departing Sponsor Participant. The newly elected Sponsor Participant shall then designate a member of its governing body as a Director to serve on the Board and fill the vacated Director position. If no Local Government that is the same category as the withdrawing Sponsor Participant, e.g. county or incorporated city, seeks to be considered to replace the withdrawing Sponsor Participant, the Board may elect a new Sponsor Participant from among any of the Local Governments that ask to be considered for the position; provided further, if no Local Government desires to be considered for the vacant Sponsor Participant position, the Board shall by majority vote fill the vacant Director position by appointing a Director who shall be a member of the governing body of one of the Local Governments.

If the number of Directors is increased to a number of Directors that is greater than the number of Sponsor Participants, or if the number of Director positions is increased to nine (9), the participants that are a County government, but not a Sponsor Participant, shall elect one Director who shall be a member of the governing body of one of the participating Local Governments that is a County, and the participants that are incorporated cities, but not a Sponsor Participant, shall elect one Director who shall be a member of the governing body of one of the participating Local Governments that is an incorporated city; provided that if no County other than a Sponsor Participant becomes a participant in the Corporation, both such Director positions shall be elected and appointed by the Local Governments that are incorporated cities but not Sponsor Participant. In each such election each of the Local Governments voting in such election shall have one vote for each Director election in which they are entitled to vote.

The terms of office of the Directors shall be two years, and the term for each such Director position shall begin on the date a Director is first appointed to the position and such term shall expire two years after the date of the appointment, or until his or her successor is appointed or elected as above provided; provided that if a Director is appointed to fill an unexpired term, the term of the Director shall expire of the expiration date of the term of the Director whose position he or she was appointed to fill. A Director shall be ineligible to continue to serve on the board and the Board position filled by such Director shall be vacant upon the termination of such Director's service as a member of the governing body of a Local Government. Any Director may be removed from office at any time, with or without cause, by the Local Government on whose governing body the Director serves. The number of Directors

may be increased or decreased by an amendment to the bylaws approved by majority vote of the Board and adopted by a majority vote of the Local Government a participants in the Corporation.

If any of the following persons of a Local Government are not serving as a member of the Baard, he or she, or their designee shall be entitled to serve as an ex-officio, non-voting member of the Board: (1) the County Judge; or (2) the City Manager.

Any person designated as an ex-offico member of the Board is entitled to notice of, and to attend, meetings of the Board.

Section 2.02. Meetings of Directors. The Directors may hold their meetings and may have an office and keep the books of the Corporation at such place or places within Central Texas as the Board may from time to time determine; provided, however, in the absence of any such determination, such place shall be the registered office of the Corporation in Austin, Travis County, Texas.

The Board shall meet in accordance with and give notice of each meeting of the Board for the same length of time and in the same manor and location as is required to be given by counties under *Chapt. 551, Tex. Gov't. Code* (the "Open Meetings Act"). An Agenda for each meeting of the Board shall be posted at the County Courthouse of each County in which the County is a participant in the Corporation. An agenda for each meeting of the Board may also be posted at the City Hall of each City in which the City is a participant in the Corporation.

The Corporation, the Board, and any committee of the Board exercising the powers of the Board are subject to *Chapt. 552, Tex. Gov't. Code* (the "Open Records Act")

Section 2.03. Annual Meetings. The annual meeting of the Board shall be held at the time and at the location in designated by the Board, for the purposes of transacting such business as may be lawfully brought before the meeting.

Section 2.04. Regular Meetings. Regular meetings of the Board shall be held at such times and places as shall be designated, from time to time by the Board.

Section 2.05. Special and Emergency Meetings. Special and emergency meetings of the Board shall be held whenever called by the Chair or Secretary of the Board, or by two Directors who are serving terms of office at the time the meeting is called. The Secretary shall give notice of each special meeting in person, by telephone, fax, mail or telegraph at least there (3) days before the meeting to each Director and to the public in compliance with the Open Meetings Act. Notice of each emergency meeting shall also be given in the manner required under *Sec. 551.045, Tex. Loc. Gov't Code*. Unless otherwise indicated in the notice thereof, any and all

matters pertaining to the purposes of the corporation may be considered and acted upon at a special or emergency meeting. At any meeting at which every Director shall be present, even though without any notice, any matter pertaining to the purposes of the Corporation may be considered and acted upon to the extent allowed by the Open Meetings Act. The Secretary is authorized to post and give notices and designate others to post notice of meetings that are prepared by the Secretary, that are called in a manner authorized in these Bylaws.

Section 2.06. Quorum. A majority of the Directors holding office shall constitute a quorum for the consideration of matters pertaining to the purposes of the Corporation. If at any meeting of the board there is less than a quorum present, a majority of Directors present may adjourn the meeting from time to time. The act of a majority of the Directors holding office shall constitute the act of the Board, unless the vote of a greater number is required by law, the Articles of Incorporation, or by theses Bylaws.

A Director who is present at a meeting of the Board at which any corporate action is taken shall be presumed to have assented to such action unless his dissent is entered in the minutes of the meeting or unless he or she shall file his or her written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to Directors voting in favor of the action.

Section 2.07. Conduct of Business. At the meeting of the Board, agenda items shall be considered in such order as from time to time the Board may determine.

At all meetings of the Board, the Chair shall preside, and in the absence of the Chair, the Vice Chair shall preside. In the absence of the Chair and Vice Chair, a chairperson for the meeting shall be chosen from among the Directors present.

The Secretary of the Corporation shall act as secretary of all meetings of the Board, but in the absence of the Secretary, the presiding officer may appoint any qualified person to act as secretary of the meeting; provided that a member of the staff of any Local Government may be designated to take, record and prepare the minutes of the meeting.

Section 2.08. Executive Committee, Other Committees. The Board may, by resolution adopted by the affirmative vote of at a majority of the Directors, designate two (2) or more Directors to constitute an executive committee or other type of committee. Such committee may consist of other persons representing parties that are participating in the Corporation. A committee shall acct in the manner provided in the authorizing resolution. Each committee so designated shall keep regular minutes or the transactions of its meetings, cause such minutes to

be recorded in books kept for the purpose in the office of the Corporation, and shall report the same to the Board from time to time. Committees shall have advisory powers and shall not be authorized to exercise the powers of the Board.

Section 2.09. Compensation of Directors. Directors, as such, shall not receive any salary or compensation for their services as Directors; provided that nothing contained herein shall be construed to preclude any Director from receiving reimbursement for expenses reasonably incurred in performing the duties of Director.

Section 2.10. Director's Reliance on Consultant Information. A Director Shall not be liable if, while acting in good faith and with ordinary care, he or she relies on information, opinions, reports, or statements, including financial statements and other financial data, concerning the Corporation or another person, that were prepared or presented by:

(a) one or more other officers or employees of the Corporation, or any ex-officio member of the Board;

(b) legal counsel, public accountants, or other persons employed or otherwise retained by the Board, as to matters the officer reasonably believes are within the person's professional or expert competence; or

(c) a Board committee of which the Director is not a member.

ARTICLE III
OFFICERS

Section 3.01. Titles and Terms of Office. The officers of the Corporation shall be a Chair of the Board, a vice chair of the Board, and a corporate secretary/treasurer. The officers of the Corporation may include a president, one or more vice presidents, and such other officers as the Board may from time to time elect or appoint. One person may hold more than one office, except that neither the Chair of the Board nor the President shall hold the office of Secretary. The term of office for each officer shall be one year commencing with the date of the annual meeting of the Board at which each such officer is elected or appointed by the Board. The Chair is elected annually, by majority vote of the Directors then holding office, to serve a one year term of office. The authorization for president and vice president does not require the creation of such offices.

Officers elected or appointed by the Board shall be subject to removal by the Board at any time, with or without cause, by a majority vote of not less than three Directors.

A vacancy in the office of any officer elected or appointed by the Board shall be filled by the Board.

Section 3.02. Powers and Duties of the Chairperson. The Chair shall be a member of the Board and shall preside at all meetings of the Board. He or she shall have such duties as are assigned by the Board, and not inconsistent with state law. The Chair may call special or emergency meetings of the Board.

Section 3.03. Powers and Duties of the Vice Chair. The Vice Chair shall be a member of the Board. The Vice Chair shall perform the duties and exercise the powers of the Chair upon the Chair's death, absence, disability, or resignation, or upon the Chair's inability to perform the duties of office. Any action taken by the Vice Chair in the performance of the duties of the Chair shall be conclusive evidence of the absence or inability to act of the Chair at the time of such action.

Section 3.04. Powers and Duties of the President. The President shall be the principal executive officer of the Corporation and, subject to the Board, he or she shall be in general charge of the properties and affairs of the Corporation. In furtherance of the purposes of the Corporation and subject to the limitations contained in the Articles of Incorporation, the President, Chair, or Vice Chair may sign and execute all bonds, notes, deeds, conveyances, franchises, assignments, mortgages, notes, contracts and other obligations in the name of the Corporation. The Chair shall perform the duties of the President until such time, if any, that such office is budgeted, created and filled by Board appointment.

Section 3.05. Vice Presidents. A Vice President shall have such powers and duties as may be assigned to him or her by the Board or the President, including the performance of the duties of the President upon the death, absence, disability, or resignation of the President, or upon the President's inability to perform the duties of his or her office. Any action taken by the Vice President in the performance of the duties of the President shall be conclusive evidence of the absence or inability to act of the President at the time of such action.

Section 3.06. Treasurer. The Treasurer shall have custody of all the funds and securities of the Corporation, which come into his or her hands. When necessary or proper, he or she may endorse, on behalf of the Corporation, for collection, checks, notes other obligations and shall deposit the same to the credit of the Corporation in such bank or banks or depositories as shall be designated in the manner prescribed by the Board; he or she may sign all receipts and vouchers for payments made to the Corporation, either alone or jointly with such other officer as is designated by the Board; whenever required by the Board, he or she shall render a statement of each account; he or she shall enter or cause to be entered regularly in the books of the Corporation to be kept by him or her for that purpose full and accurate accounts of all moneys

received and paid out on account of the Corporation; he or she shall perform all acts incident to the position of Treasurer subject to the control of the Board; and he or she shall; if required by the Board, give such bond for the faithful discharge of his or her duties in such form as the Board may require. With Board approval the Treasurer may contract with any Local Government to maintain such books, accounts and records, subject to the Treasurer's on-going review and approval.

Section 3.07. Secretary. The Secretary shall keep the minutes of all meetings of the Board in books provided for that purpose; he or she shall attend to the giving and serving of all notices; in furtherance of the purposes of the Corporation and subject to the limitations contained in the Articles of Incorporation, he or she may sign with the President in the name of the Corporation and/or attest the signatures thereof, all contracts, conveyances, franchises, bonds, deeds, assignments, mortgages, notes and other instruments of the Corporation; he or she shall have charge of the Corporation's books, records, documents and instruments, except the books of account and financial records and securities of which the Treasurer shall have custody and charge, and such other books and papers as the Board may direct, all of which shall at all reasonable times be open to the inspection of any Director upon application at the office of Corporation during business hours; and, he or she shall in general perform all duties incident to the office of Secretary subject to the control of the Board. With Board approval the Secretary may contract with a Local Government to maintain the minutes, books and records of the Corporation, subject to the Secretary's on-going review and approval. The Board may contract with a Local Government and, as authorized by such contract, appoint one or more employees of the Local Government as an Assistant Secretary. The Board may designate qualified persons to function as an Assistant Secretary(s).

Section 3.08. Compensation. Officers may be entitled to receive compensation for personal services that are necessary and reasonable in carrying out the Corporation's purposes as the Board may from time to time determine, provided, that in no event shall the salary or compensation be excessive. Board members, even in their capacity as officers, are not entitled to compensation except as otherwise provided in Article II, Section 9.

Section 3.09. Officer's Reliance on Consultant Information. In the discharge of a duty imposed or power conferred on an officer of the Corporation, the officer may in good faith and with ordinary care rely on information, opinions, reports, or statements, including financial statements and other financial data, concerning the Corporation or another person, that were prepared or presented by:

(a) one or more other officers or employees of the Corporation, or any ex-officio member or the Board;

(b) legal counsel, public accounts, or other persons employed otherwise retained by the Board, as to matters the officer reasonably believes are within the person's professional or expert competence; or

(c) a Board committee.

ARTICLE IV
PARTICIPATION AND ASSESSMENTS

Section 4.01. Participation in the Corporation. The Sponsor Participants have elected to participate in the Corporation and have executed an Interlocal Cooperation Agreement by and among the three (3) Sponsor Participants. Other counties and incorporated cities may become Local Governments, participate in the Corporation and have the right to vote on issues for which such vote is provided for in the Articles of Incorporation and these Bylaws, by entering into an Interlocal Cooperation Agreement with Corporation. Local governments and quasi-governmental entities; other than counties and incorporated cities, eligible to enter into Interlocal Cooperation Agreement, may become non-voting participants by entering into an Interlocal Cooperation Agreement with the Corporation Agreement may participate in the corporation by executing a statement approved by the Board. The Sponsor Participants and other Local Governments (counties and incorporated cities that participate in the Corporation) shall be entitled to vote on all issues on which a vote of the participants is provided for in the Articles of Incorporation or these Bylaws. Representatives of participants that are not Local Governments shall be eligible to serve on any committee or advisory group established by the Board. A participant may withdraw from participation in the Corporation, or decrease its level of participation in the establishing participation in the Corporation, by giving written notice to the Board as provided in the applicable document establishing participation. If a Sponsor Participant withdraws as a member, or decreases its level of participation in the Corporation, the corresponding position on the Board will be filled by Board appointment of a Local Government in the same category as the Sponsor Participant being replaced, i.e. an incorporated city or county that commits to participating at the level required of a Sponsor Participant; provided that, if no eligible Local Government accepts the position, the resulting vacant Board position will be filled by election among the Local Government participants that are in the same category as the withdrawing Sponsor Participant.

Section 4.02. Levels of Participation. There shall be three categories or levels of participation in the Corporation, as provided in this Article IV, for the purpose of assisting the Corporation to Accomplish the purposes of the Corporation. The levels of participation are as follows:

(a) **Sponsor Participants.** The Sponsor Participants shall be as defined in the Articles of Incorporation and these Bylaws. Additional Local Governments that commit to meet and

comply with the duties and obligations of Sponsor Participants, as established from time to time, may become sponsor participants upon approval by the Board.

(b) **Local Government Participants.** As required by statute, the Local Government participants shall be limited to counties and incorporated cities. All Texas counties and cities are eligible to become Local Government Participants.

(c) **Supporting Participants.** Participants in this level will include governmental entities, other than counties and cities, quasi-governmental entities, private sector entities, associations, organizations and businesses that participate in the Corporation and support the purposes and causes for which the Corporation was created.

4.03. Revenues and Assessments. The Board may accept grants, gifts and contributions to assist with the funding of the expenses, business, programs and purposes of the Corporation. The Board may further establish from time to time a schedule of annual fees and assessments to be paid by participants in the Corporation. Such proposed fees and assessments may be set for and vary with respect to multiple categories of participants within each level of participation, e.g. based on population and other factors, provided that the schedule of fees when originally adopted and thereafter amended shall be approved by majority vote of the Local Governments then participating in the Corporation.

ARTICLE V
MISCELLANEOUS PROVISIONS

Section 5.01. Fiscal Year. The fiscal year of the Corporation shall begin October 1st of each year; provided the first fiscal year shall begin December 1, 2014, and end September 30, 2014.

Section 5.02. Seal. The seal of the Corporation shall be such as is approved by the Board from time to time.

Section 5.03. Notice and Waiver of Notice. Whenever any notice other than public notice of a meeting given to comply with the Open Meetings Act, is required to be given under the provisions of these Bylaws, such notice shall be deemed to be sufficient if given by depositing the same in a post office box in a sealed postpaid wrapper addressed to the person entitled thereto at his or her post office address, as it appears on the books of the Corporation, and such notice shall be deemed to have been given on the day of such mailing. A waiver of notice signed by the person or persons entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to thereto.

Section 5.04. Resignations. Any Director or officer may resign at any time. Such resignations shall be made in writing and shall take effect at the time specified therein, or, if not time be specified, at the time of its receipt by the President or Secretary. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

Section 5.05. Gender. References herein to the masculine gender shall also refer to the feminine in all appropriate cases and vice versa.

Section 5.06. Appropriations and Grants. The Corporation shall have the power to request and accept any appropriation, grant, contribution, donation, or other form of aid from and federal or state agency, political subdivision, municipality, or any other source.

ARTICLE VI
INDEMNIFICATION OF DIRECTORS AND OFFICERS

Section 6.01. Right to Indemnification. Subject to the limitations and conditions provided in this Article V and the Articles of Incorporation, each person who was or is made a party or is threatened to be made a party to or is involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative or investigative (hereinafter a "proceeding"), or any appeal in such a proceeding or any inquiry or investigation that could lead to such a proceeding, by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a Director or officer of the Corporation or while a Director or officer of the Corporation is or was serving at the request of the Corporation as a director, officer, partner, venture, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise shall be indemnified by the Corporation to the fullest extent permitted by the Texas Non-Profit Corporation Act, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provided broader indemnification rights than said law permitted the Corporation to provided prior to such amendment) against judgments, penalties (including excise and similar taxes and punitive damages), fines, settlements and reasonable expenses (including, without limitation, attorneys' fees) actually incurred by such person in connection with such proceeding, and indemnification under this Article V shall continue as to a person who has ceased to serve in the capacity which initially entitled such person to indemnity hereunder. The rights granted pursuant to this Article V shall be deemed contract rights, and no amendment, modification or repeal of this Article V shall have the effect of limiting or denying any such rights with respect to actions taken or proceedings arising prior to any such amendment, modification or repeal. It is expressly acknowledged that the indemnification provided in this Article V could involve indemnification for negligence or under theories of strict liability. It is further provided that this provision shall not be construed as a waiver of any immunity,

exemption or defense any such Director or officer may have at law or in equity, including, but not limited to, those available under the Act or pursuant to *Sec. 101.001 et seq., Tex. Civ. Prac. & Rem. Code*; provided that a Director or officer shall not be entitled to indemnification for his or her intentional wrongful actions.

Section 6.02. Advance Payment. The right to indemnification conferred in this Article V shall include the right to be paid in advance or reimbursed by the Corporation for the reasonable expenses incurred by a person of the type entitled to be indemnified under Section 5.01 who was, is or is threatened to be made named defendant or respondent in a proceeding in advance of the final disposition of the proceeding and without and determination as to the person's ultimate entitlement to indemnification; provided, however, that the payment of such expenses incurred by any such person in advance of the final disposition of a proceeding, shall be made only upon delivery to the Corporation of a written affirmation by such Director of officer of his or her good faith belief that he or she has met the standard of conduct necessary for indemnification under this Article V and a written undertaking, by or on behalf of such person, to repay all amounts so advanced if it shall ultimately be determined that such indemnified person is not entitled to be indemnified under this Article V or otherwise.

Section 6.03. Indemnification of Employees and Agents. The Corporation, by adoption of a resolution of the Board, may indemnify and advance expenses to an employee or agent of the Corporation to the same extent and subject to the same conditions under which it may indemnify and advance expenses to Directors and officers under this Article V.; and the Corporation may indemnify and advance expenses to persons who are not or were not Directors, officers, employees or agents of the Corporation but who ae or were serving at the request of the Corporation as a Director, officer, partner, venture, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise against any liability asserted against him or her and incurred by him or her in such a capacity or arising out of his or her status as such a person to the same extent that it may indemnify and advance expenses to Directors under this Article V.

Section 6.04. Appearance as a Witness. Notwithstanding any other provision of this Article V, the Corporation may pay or reimburse expenses incurred by a Director, officer or employee in connection with his or her appearance as a witness or other participation in a proceeding involving the Corporation or its business at a time when he or she is not a named defendant or respondent in the proceeding.

Section 6.05. Non-exclusivity of Rights. The right to indemnification and the advancement and payment of expenses conferred in this Article V shall not be exclusive of any other right which a Director or officer or other person indemnified pursuant to Section 3 of this Article V

may have or hereafter acquire under any law (common or statutory), provision of the Articles of Incorporation of the Corporation or these Bylaws, agreement, vote of shareholders or disinterested Directors or otherwise.

Section 6.06. Insurance. The Corporation may purchase and maintain insurance, at its expense, to protect itself and any person who is or was serving as a Director, officer, employee or agent of the Corporation or is or was serving at the request of the Corporation as a Director, officer, partner, venture, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic corporation, partnership, join venture, proprietorship, employee benefit plan, trust or other enterprise against any expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under this Article V.

Section 6.07. Notification. Any indemnification of or advance of expenses to a Director or officer in accordance with this Article V shall be reported in writing to the members of the Board with or before the notice of the next regular meeting of the Board and, in any case, within the calendar quarter immediately following the date of the indemnification or advance.

Section 6.08. Savings Clause. If this Article V or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Corporation shall nevertheless indemnify and hold harmless each Director, officer or any other person indemnified pursuant to this Article V as to costs, charges and expenses (including attorneys' fees), judgments, fines and amounts paid in settlement with respect to any action, suit or proceeding, whether civil, criminal administrative or investigative, to the full extent permitted by any applicable portion of this Article V that shall not have been invalidated and to the fullest extent permitted by law.

ARTICLE VII
PROVISIONS RELATING TO MINORITY CONTRACTING

Section 7.01. Disadvantaged Business Certification. The Corporation shall attempt to stimulate the growth of disadvantaged businesses by encouraging the full participation of disadvantaged businesses in all phases of its procurement activities and affording those disadvantaged businesses a full and fair opportunity to compete for Corporation contracts.

ARTICLE VIII
CODE OF ETHICS

Section 8.01. Policy and Purposes.

(a) It is the policy of the Corporation that Directors, officers and employees conduct themselves in a manner consistent with sound business and ethical practices; that the

public interest always be considered in conducting corporate business; that the appearance of impropriety be avoided to ensure and maintain public confidence in the Corporation; and that the Board establish policies to control and manage the affairs of the Corporation fairly, impartially, and without discrimination.

(b) This Code of Ethics has been adopted as part of the Corporation's Bylaws for the following purposes:

a. To encourage high ethical standards in official conduct by Directors and corporate officers; and
b. To establish guidelines for such ethical standards of conduct.

(c) The Directors, officers and employees of the Corporation shall further be subject to the ethics and conflicts provisions set forth in *Chapts. 171 and 176, Tex. Loc. Gov't. Code*.

Section 8.02. Conflicts of Interest.

(a) Except as provided in subsection (c), a Director of officer is prohibited from participating in a vote, decision, or award of a contract involving a business entity or real property in which the director or the officer has a substantial interest, if it is foreseeable that the business entity or real property will be economically benefited by the action. A person has a substantial interest in a business (i) if his or her ownership interest is ten percent or more of the voting stock or shares of the business entity or ownership of $15, 000 or more of the fair market person's gross income. A person has substantial interest in real property if the interest is an equitable or legal ownership with a fair market value of $2,500 or more. An interest of a person related in the second degree by affinity or the third degree by consanguinity to a Director or officer is considered a substantial interest.

(b) If a Director or a person related to a Director in the first or second degree by affinity or the first, second, or third degree by consanguinity has a substantial interest in a business entity or real property that would be pecuniarily affected by any official action taken by the Board, such Director, before a vote or decision on the matter, shall file an affidavit stating the nature and extent of the interest. The affidavit shall be filed with the Secretary of the Board.

(c) A Director who has substantial interest in a business entity that will receive a pecuniary benefit from an action of the board may vote on that action if a majority of the Board has a similar interest in the same action or if all other similar business entities in the Corporation will receive a similar pecuniary benefit.

(d) An employee of a public entity may serve on the Board.

Section 8.03. Acceptance of Gifts. No Director or officer shall accept any benefit as consideration for any decision, opinion, recommendation, vote or other exercise of discretion in carrying out official acts for the Corporation. No Director or officer shall solicit, accept, or agree to accept any benefit from a person known to be interested in or likely to become interested in any contract, purchase, payment, claim or transaction involving the exercise of the Director's or officer's discretion. As used here, "benefit" does not include:

(a) A fee prescribed by law to be received by a Director of officer or any other benefit to which the Director or officer is lawfully entitled or for which he gives legitimate consideration in a capacity other than as a Director or officer;

(b) A gift or other benefit conferred on account of kinship or a personal, professional, or business relationship independent of the official status of the Director or officer;

(c) An honorarium inconsideration for legitimate services rendered above and beyond official duties and responsibilities:

(1) if not more than one honorarium is received from the same person in a calendar year;

(2) if not more than one honorarium is received for the same services; and

(3) if the value of the honorarium does not exceed $250 exclusive of reimbursement for travel, food, and lodging expenses incurred by the Director or officer in performance of the services;

(d) a benefit consisting of food, lodging, transportation, or entertainment that is accepted after being reported to and approved by the Board.

Section 8.04. Bribery. A Director or officer shall not intentionally or knowingly offer, confer or agree to confer on another, or solicit, accept, or agree to accept from another:

(a) any benefit as consideration for the Director's or officer's decision, opinion, recommendation, vote, or other exercise of discretion as Director or officer;

(b) any benefit as consideration for the Director's or officer's decision, vote, recommendation, or other exercise of official discretion in a judicial or administrative proceeding; or

(c) any benefit as consideration for a violation of a duty imposed by law on the Director or officer.

Section 8.05. Nepotism. No Director or officer shall appoint, or vote for, or confirm the appointment to any office, position, clerkship, employment or duty, or any person related within the second degree by affinity (marriage relationship) or within the third degree of consanguinity (blood relationship) to the Director or officer so appointing, voting or confirming, or to any other Director or officer. This provision shall not prevent the appointment, voting for, or confirmation of any person who shall have be continuously employed in any such office, position, clerkship, employment or duty at least thirty (30) days prior to the appointment of the Director or officer so appointing or voting.

ARTICLE IX
AMENDMENTS

Section 9.01. Amendments. A proposal to alter, amend, or repeal these Bylaws shall be made by the affirmative vote of a majority of the full Board at any annual or regular meeting, or at any special meeting if notice of the proposed amendment be contained in the notice of said special meeting. However, any proposed change or amendment to the Bylaws must be approved by majority vote of the Board of Directors to be effective.

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEANDER, TEXAS, ACCEPTING A PETITION FOR THE CREATION OF THE "CENTRAL TEXAS WATER DEVELOPMENT CORPORATION" ("CORPORATION"); MAKING FINDINGS OF FACT; APPROVING THE ARTICLES OF INCORPORATION AND BYLAWS OF THE CORPORATION; APPROVING THE DIRECTORS NAMED IN THE ARTICLES; AND PROVIDING FOR RELATED MATTERS.

Whereas, the City of Leander, Texas ("Leander") will participate in a coalition of local governments and communities of interest for the purpose of educating and informing citizens and local. State and national officials regarding the need to promptly obtain additional water resources, plan for and develop alternative sources including surface water, groundwater, reuse water, and conservation, sufficient to sustain a healthy economy and serve the population increase;

Whereas, counties and incorporated cities are authorized to join together to create a development corporation to perform and serve their respective governmental functions and interests;

Whereas, it is reasonable and necessary for cities and counties, having local communities that will be adversely impacted by the fact that currently available water supplies are not sufficient to support the anticipated future economic and population growth of the area;

Whereas, the Corporation can serve as a vehicle and instrument to educate and encourage state and federal action to obtain the water that is necessary for the near future of the area, and to acquire water and water facilities on behalf of some or all of the sponsoring local governments, and local communities that participate by contract, necessary for their future welfare; and

Whereas, the Corporation will be governed by a board of directors appointed by the sponsoring local governments, and will not have authority to create any debt or financial obligation for or on behalf of any of the members and of any sponsoring local government;

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

Section 1. Finding of Facts. The above and foregoing recitals are incorporated herein as findings of fact.

Section 2. Acceptance of Application. The Application for the creation of the "Central Texas Water Development Corporation" is hereby accepted and approved.

Section 3. Articles and Bylaws Approved. The Articles of Incorporation and the Bylaws of the Central Texas Water Development Corporation spread on the minutes of this meeting are

hereby authorized and approved.

Section 4. **Approval of Directors.** The directors named in Article VIII of the Articles of Incorporation are hereby approved.

Section 5. **Open Meetings.** It is hereby officially found and determined that the meeting at which this resolution is adopted was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't. Code*.

Section 6. **Effective Date.** This resolution is effective upon adoption by the Court.

PASSED AND ADOPTED this the 20th day of November 2014

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City of Leander, Texas

Attest:

_____

Chris Fielder, Mayor

_____

Debbie Haile, City Secretary

AGENDA ITEM # 21

Executive Summary

November 20, 2014

Council Agenda Subject: Consider and take appropriate action on an Interlocal Agreement with Hays County and Travis County providing for the creation of the Central Texas Water Development Corporation.

Background: Pix Howell gave a presentation at the November 6, 2014 meeting and was asked to bring back documents for council consideration

Origination: Pix Howell

Recommendation: No staff recommendation

Attachments: Interlocal Agreement
Resolution

Prepared by: Debbie Haile, City Secretary

INTERLOCAL COOPERATION AGREEMENT REGARDING CREATION AND OPERATION OF THE CENTRAL TEXAS WATER DEVELOPMENT CORPORATION

THIS INTERLOCAL COOPERATION AGREEMENT REGARDING CREATION AND OPERATION OF THE CENTRAL TEXAS WATER DEVELOPMENT CORPORATION ("Agreement") is entered into and effective as of the 20th day of November, 2014, by and between the COUNTY OF HAYS, TEXAS, whose offices are located at the Hays County Courthouse, 111 East San Antonio Street, San Marcos, Texas 78666 ("Hays County"), the COUNTY OF TRAVIS, TEXAS, whose offices are located at the Travis County Courthouse, 1000 Guadalupe Street, Austin, Texas 78701 ("Travis County"), and the CITY OF LEANDER, TEXAS, whose offices are located at 200 West Willis Street, Leander, Williamson County, Texas 78641-1781 ("Leander"). In this Agreement, Hays County, Travis County, and Leander are sometimes individually referred to as a "Party" and collectively referred to as the "Parties".

RECITALS

WHEREAS, a primary goal of the Central Texas Water Development Corporation (the "Corporation") will be to educate and inform citizens, and local, state and federal officials regarding insufficient water sources being available to provide for the continued economic and population growth of the area, the need to develop additional water options, and to have the authority to recharge aquifers, develop and obtain water and water facilities to serve the local governments;

WHEREAS, the Parties are joining together, and will join together with other counties and cities, municipal utility districts, water control and improvement districts, water supply corporations, business entities, associations, and related entities, to identify, plan and obtain water action plans, water sources and water facilities;

WHEREAS, the Corporation is needed to promote and encourage immediate action be taken to identify additional water options, and to function in a manner to enable other local governments to become sponsors of the Corporation and permit local governmental entities and communities to participate by contract

WHEREAS, the Corporation is being created to enable a coalition of cities, counties, municipal utility districts, and other governmental entities, businesses and citizen organizations to plan for and obtain additional long-term water service for the participating local governments and geographic area;

WHEREAS, the Parties support the immediate creation of the Corporation for use as a legal entity to organize and accomplish the purposes stated herein and in the Articles of Incorporation ; and

WHEREAS, the Corporation will enable the local governments and communities to do all things reasonably necessary to educate, inform, and encourage action by the State and federal governments, and to proceed to plan, develop and purchase water and water facilities, without risk or financial obligation to the participating local governments and communities;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements of the Parties contained in this Agreement, the Parties agree as follows:

I. CREATION OF THE CORPORATION

The Parties hereby agree to create, establish, operate and participate in the efforts of the Corporation to accomplish the purposes set forth in the Articles of Incorporation.

II. APPROVAL OF ARTICLES, BYLAWS AND DIRECTORS

Each of the Parties hereby authorizes and approves: (a) the Articles of Incorporation of the Corporation attached hereto and incorporated herein for all purposes as Exhibit "A"; (b) the Bylaws of the Corporation attached hereto and incorporated herein for all purposes as Exhibit "B"; and the initial directors of the Corporation listed in Article VIII of the Articles of Incorporation.

III. INTENT OF THE PARTIES

It is the intent of the Parties to work and cooperate with the Corporation, and the local governments and communities to realize the development and availability of the water and water facilities required for the continued economic and population growth of their communities, to: (a) accomplish the purposes of the Corporation; (b) enable local governments to enter into interlocal agreements with the Corporation, and (c) to enable citizens groups, associations, business entities, and others, as appropriate, to further and enable the communities being impacted to accomplish the purposes of the Corporation. The Corporation may plan, develop, coordinate, build, finance or otherwise provide facilities to transport water through any county. However, the Corporation shall not have the power to plan, develop, coordinate, build, finance, provide, or otherwise facilitate retail water, wastewater, or other services in a county without the approval of the Commissioners Court of that county.

IV. FINANCIAL OBLIGATIONS

The Corporation shall have no authority whatsoever to issue any contractual or financial obligation, debt, bonds or notes that shall ever be or become obligations of the Parties, or of any other local government, or other entity that becomes a participant in the Corporation. The Corporation shall have the authority and powers set forth in the Articles of Incorporation, including, but not limited to, the power to issue bonds, notes or

other obligations, and otherwise exercise its borrowing power to accomplish its purposes, that are funded solely by participant fees, contributions, grants, revenues, or binding contractual commitments made by local governments and legal entities to purchase increments or portions of the water and water facilities that may be acquired by the Corporation.

V. GENERAL PROVISIONS

5.01. Authority. This Agreement is made in part under the authority conferred in *Chapter 791, Texas Government Code, Chapt. 562, Tex. Loc. Gov't. Code,* and *Section 552.001, Tex. Loc, Gov't. Code*.

5.02 Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected and this Agreement will be construed as if the invalid portion had never been contained herein.

5.03. Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement

5.04. Entire Agreement. Except as otherwise expressly provided herein, this Agreement contains the entire agreement of the Parties regarding the Corporation or the water and water facilities referenced herein, and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter. The Parties confirm that further agreements regarding the Corporation and the water and water facilities are contemplated and will not be affected or limited by this Agreement.

5.05. Amendments. Any amendment of this Agreement must be in writing and will be effective only if approved by the governing body and executed by the authorized representatives of each of the Parties.

5.06. Applicable Law and Venue. This Agreement will be construed in accordance with Texas law. Venue for any action arising hereunder will be in Travis County, Texas.

5.07. Notices. Any notices given under this Agreement will be effective if (i) forwarded to the other Party by hand-delivery; (ii) transmitted to the other Party by confirmed telecopy; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

Hays County:	County Judge Hays County Hays County Courthouse, 111 East San Antonio Street San Marcos, Texas 78666
Travis County:	County Judge

Travis County
Travis County Courthouse
1000 Guadalupe Street
Austin, Texas 78701

Leander: City Manager
City of Leander
200 West Willis Street
P. O. Box 319
Leander, Texas 78641-1781

5.08. Force Majeure. Parties shall not be deemed in violation of this Agreement if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or due to circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

5.09. Counterparts. This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

5.10 Term. The initial term of this Agreement shall be from the Effective Date hereof until September 30, 2015. Thereafter, this Agreement shall automatically renew for successive one year periods beginning on October 1, 2015 and on each October 1st thereafter; provided however, either Party hereto shall have the option of terminating this Agreement upon 90 days written notice to the other Parties.

COUNTY OF HAYS, TEXAS

Attest:

By:_____
Bert Cobb, M.D., County Judge

_____
Liz Q. Gonzalez, County Clerk
and Ex-Officio Clerk of the
Hays County Commissioners Court

Date Signed: _____

COUNTY OF TRAVIS, TEXAS

Attest:

By:_____
Samuel T. Biscoe, County Judge

_____
Dana DeBeauvoir, County Clerk
and Ex-Officio Clerk of the
Travis County Commissioners Court

Date Signed: _____

CITY OF LEANDER, TEXAS

Attest:

_____
Chris Fielder, Mayor

_____
Debbie Haile, City Secretary

Date Signed: _____

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEANDER, TEXAS, APPROVING AND AUTHORIZING AN INTERLOCAL COOPERATION AGREEMENT BY AND BETWEEN THE COUNTY OF HAYS, THE COUNTY OF TRAVIS AND THE CITY OF LEANDER, TEXAS; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.

Whereas, the City of Leander, Texas ("Leander") is participating in a coalition of local governments and communities of interest to educate and inform citizens, and local, state and federal officials regarding insufficient water sources being available to provide for the continued economic and population growth of the area, the need to develop additional water sources, and to have the authority to develop and obtain water and water facilities to serve the local governments;

Whereas, cities, counties, municipal utility districts, water control and improvement districts, water supply corporations and related entities are joining together to identify, plan and obtain water action plans, water sources and water facilities;

Whereas, the County of Hays ("Hays County"), the County of Travis ("Travis County") and Leander, are joining together to serve as the sponsoring local governments and create the Central Texas Water Development Corporation ("Corporation") to serve as a legal entity to promote and encourage immediate actions be taken to obtain additional water resources, and to function in a manner to enable other local governments to become sponsors of the Corporation and permit local governmental entities and communities to participate by contract;

Whereas, the participants in the Agreement (as hereinafter defined) anticipate and expect that other Texas counties and cities will join in and execute Agreements to participate and assist the accomplishment of the purposes of the Corporation and the Agreement; and

Whereas, Hays County, Travis County and Leander are entering into an Interlocal Cooperation Agreement Regarding Creation of the Central Texas Water Development Corporation ("Agreement") as the basis for creating the Corporation to serve multiple local governments;

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

Section 1. Finding of Facts. The above and foregoing recitals are incorporated herein as findings of fact.

Section 2. Approval of Interlocal Agreement. The Interlocal Cooperation Agreement Regarding Creation of the Central Texas Water Development Corporation is hereby authorized and approved.

Section 3. **Open Meetings.** It is hereby officially found and determined that the meeting at which this resolution is adopted was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't. Code*.

Section 4. **Effective Date.** This resolution is effective upon adoption by the Court.

PASSED AND ADOPTED this the 20th day of November 2014.

City of Leander, Texas

Attest:

_____
Chris Fielder, Mayor

_____
Debbie Haile, City Secretary

AGENDA ITEM # 22

Executive Summary

November 20, 2014

Agenda Subject:	Discussion and possible action to approve a development agreement between the City of Leander and Waterstone Tylerville, LP for 42.3 acres more or less, generally located 850 feet from the northwest corner of the intersection of W. San Gabriel Pkwy and US 18. Encompassing the property known as the Tylerville Tract Subdivision within the city limits of the City of Leander, Williamson County, Texas.
Background:	This development agreement with Waterstone Tylerville, LP includes establishing a fee in lieu of compliance with the City's Roadway Adequacy ordinance in the amount of $500 per lot for the proposed single-family lots.
Origination:	Applicant: Bob Wunsch on Waterstone Tylerville, LP
Financial Consideration:	None.
Recommendation:	Staff recommends approval of the development agreement.
Attachments:	1. Development Agreement and Exhibits
Prepared By:	Tom Yantis, AICP Assistant City Manager 11/14/2014

DEVELOPMENT AGREEMENT
TO ESTABLISH ROADWAY ADEQUACY PAYMENTS
Tylerville Subdivision

This Development Agreement to Establish Roadway Adequacy Payments (the "Agreement") is made and entered into, effective as of the ___ day of _____, 2014, by and between the **City of Leander, Texas**, a Texas home rule municipal corporation (the "City"), **Waterstone Tylerville, LP**, a Texas limited partnership (the "Developer"). The City and the Developer are sometimes referred to herein as the "Parties." The Parties agree as follows.

Section 1. Purpose; Consideration. The Developer wishes to provide for a fee in lieu of making certain boundary street improvements related to San Gabriel Parkway for that certain 42.3 acres more or less, acre tract located in Williamson County, Texas, being more particularly described in Exhibit A attached hereto and incorporated herein for all purposes (the "Property"). A portion of the Property is proposed to be developed with single-family lots, and the Developer has not finalized the plans for development of the remainder of the Property (the "Unplanned Tract"). The City is agreeable to accepting a fee in lieu of boundary street improvements for San Gabriel Parkway under the terms and conditions set forth in this Agreement for the proposed single-family portion of the Property. The benefits to the Parties set forth in this Section 1, plus the mutual promises expressed herein, are good and valuable consideration for this Agreement, the sufficiency of which is hereby acknowledged by both Parties.

Section 2. Applicability. The Roadway Adequacy Fee (defined in Section 4) may be made to satisfy right-of-way dedications, and improvements that may be required by the City's development regulations to be made to or with respect to San Gabriel Parkway due to the development of the portion of the Property associated with the proposed single-family development. The Roadway Adequacy Fee does not satisfy the Developer's obligations, which may be required by any applicable local, state, or federal regulations, related to street or right-of-way improvements or dedications other than the Boundary Street Improvements (defined in Section 4) for San Gabriel Parkway. Further, the Roadway Adequacy Fee does not satisfy the Developer's obligations, which may be required by any applicable local, state, or federal regulations, related to street or right-of-way improvements or dedications due to development of the Unplanned Tract.

Section 3. Term; Termination.

(a) The term of this Agreement shall be five (5) years from the Effective Date hereof, subject to earlier termination as provided in this Agreement.

(b) The Parties further mutually agree that this Agreement shall be in full force and effect upon the date above first written, provided that the City may terminate this Agreement if Developer fails to comply with this Agreement or fails to meet any deadlines imposed by this Agreement or the City's ordinances subject to the notice and cure provisions in Section 6; and provided further that, if Developer does not submit and obtain the City's approval of a concept plan for the Property within five (5) years of the Effective Date, the City may terminate this Agreement.

Section 4. Roadway Adequacy Fee. Section 10.03.003(c), of the City's Code of Ordinances (the

"Code") requires the Developer to make right-of-way dedications and improvements for streets located adjacent to the proposed development (the "Boundary Street Improvements"). In lieu of performing the Boundary Street Improvements for San Gabriel Parkway, the Developer may elect to pay (and the City shall accept) a fee in lieu of performing the Boundary Street Improvements in the amount of $500.00 per dwelling (the "Roadway Adequacy Fee") to satisfy the Developer's obligation to make Boundary Street Improvements to San Gabriel Parkway as required by Section 10.03.003(c) of the Code. The Roadway Adequacy Fee shall be paid each time that the Developer submits a final plat application for the Property, or a portion thereof, to the City. It shall be a condition of approval of a final plat for the Property that the Roadway Adequacy Fee has been paid. Further, the following conditions must be met in order for the City to accept the Roadway Adequacy Fee in satisfaction of the Boundary Street Improvements: a) a concept plan for the property must be approved within five (5) years of the Effective Date; b) the preliminary plat must be for development of the Property as a single family residential subdivision with a minimum density of four units per acre; c) the final plat must be administratively complete and compliant with applicable City ordinances, subject to approved variances; and 4) the Property must be in compliance with all applicable City ordinances, subject to approved variances.

Section 5. Assignment of Commitments and Obligations. The City Council approves assignment of this Agreement to MA Partners, LLC and Buffington Capital Holdings, LLC provided that said assignee agrees in writing to be bound by the terms and conditions of this Agreement, and the City Manager may execute an assignment to said assignee. Thereafter, Developer's rights and obligations under this Agreement may be assigned by Developer to one (1) or more purchasers of all or part of the Property; provided the City Council must first approve and consent to any such assignment by Developer of this Agreement or of any right or duty of Developer pursuant to this Agreement, which consent shall not be unreasonably withheld or delayed.

Section 6. Default. Notwithstanding anything herein to the contrary, no party shall be deemed to be in default hereunder until the passage of thirty (30) business days after receipt by such party of notice of default from the other party. Upon the passage of thirty (30) business days without cure of the default, such party shall be deemed to have defaulted for purposes of this Agreement; provided that if the nature of the default is that it cannot reasonably be cured within the thirty (30) business day period, the defaulting party shall have a longer period of time as may be reasonably necessary to cure the default in question; but in no event more than sixty (60) days. In the event of default, the non-defaulting party to this Agreement may pursue the remedy of specific performance or other equitable legal remedy not inconsistent with this Agreement. All remedies will be cumulative and the pursuit of one authorized remedy will not constitute an election of remedies or a waiver of the right to pursue any other authorized remedy.

Section 7. Reservation of Rights. To the extent not inconsistent with this Agreement, each party reserves all rights, privileges, and immunities under applicable laws, and neither party waives any legal right or defense available under law or in equity.

Section 8. Attorneys Fees. A party shall not be liable to the other party for attorney fees or costs incurred in connection with any litigation between the parties, in which a party seeks to

obtain a remedy from the other party, including appeals and post judgment awards.

Section 9. Waiver. Any failure by a party to insist upon strict performance by the other party of any provision of this Agreement will not, regardless of length of time during which that failure continues, be deemed a waiver of that party's right to insist upon strict compliance with all terms of this Agreement. In order to be effective as to a party, any waiver of default under this Agreement must be in writing, and a written waiver will only be effective as to the specific default and as to the specific period of time set forth in the written waiver. A written waiver will not constitute a waiver of any subsequent default, or of the right to require performance of the same or any other provision of this Agreement in the future.

Section 10. Force Majeure.

(a) The term "force majeure" as employed herein shall mean and refer to acts of God; strikes, lockouts, or other industrial disturbances: acts of public enemies, orders of any kind of the government of the United States, the State of Texas or any civil or military authority; insurrections; riots; epidemic; landslides; lightning, earthquakes; fires, hurricanes; storms, floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery, pipelines, or canals; or other causes not reasonably within the control of the party claiming such inability.

(b) If, by reason of force majeure, any party hereto shall be rendered wholly or partially unable to carry out its obligations under this Agreement, then such party shall give written notice of the full particulars of such force majeure to the other party within ten (10) days after the occurrence thereof. The obligations of the party giving such notice, to the extent effected by the force majeure, shall be suspended during the continuance of the inability claimed, except as hereinafter provided, but for no longer period, and the party shall endeavor to remove or overcome such inability with all reasonable dispatch.

(c) It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require that the settlement be unfavorable in the judgment of the party having the difficulty.

Section 11. Notices. Any notice to be given hereunder by any party to another party shall be in writing and may be effected by personal delivery or by sending said notices by registered or certified mail, return receipt requested, to the address set forth below. Notice shall be deemed given when deposited with the United States Postal Service with sufficient postage affixed.

Any notice mailed to the City shall be addressed:

City of Leander
Attn: City Manager
200 West Willis
P.O. Box 319
Leander, Texas 78646-0319

with copy to:

Knight & Partners
Paige H. Saenz
223 West Anderson Lane, #A105
Austin, Texas 78752

Any notice mailed to the Developer shall be addressed:

Waterstone Tylerville, LP
Attn: Robert Wunsch
10500 Avery Club Drive
Austin, Texas 78717

Any party may change the address for notice to it by giving notice of such change in accordance with the provisions of this section.

Section 12. Waiver of Alternative Benefits. The Parties acknowledge the mutual promises and obligations of the Parties expressed herein are good, valuable and sufficient consideration for this Agreement. The Parties further acknowledge the City and Developer voluntarily elected the benefits and obligations of this Agreement, as opposed to the benefits available were Developer to have elected to develop the Property without the benefits and obligations of this Agreement, pursuant to and in compliance with the applicable City ordinances. Therefore, save and except the right to enforce the obligations of the City to perform each and all of the City's duties and obligations under this Agreement, Developer hereby waives any and all claims or causes of action against the City Developer may have for or with respect to any duty or obligation undertaken by Developer pursuant to this Agreement, including any benefits that may have been otherwise available to Developer but for this Agreement.

Section 13. Agreement and Amendment. This Agreement, together with any exhibits attached hereto, constitutes the entire agreement between Parties and may not be amended except by a writing approved by the City Council of the City that is signed by all Parties and dated subsequent to the date hereof.

Section 14. No Joint Venture. The terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the parties. The City, its past, present and future officers, elected officials, employees and agents, do not assume any responsibilities or liabilities to any third party in connection with the development of the Property. The City enters into this Agreement in the exercise of its public duties and authority to provide for development of property within the City pursuant to its police powers and for the benefit and protection of the public health, safety, and welfare.

Section 15. No Third Party Beneficiaries. This Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a party,

unless expressly provided otherwise herein, or in a written instrument executed by both the City and the third party. Absent a written agreement between the City and third party providing otherwise, if a default occurs with respect to an obligation of the City under this Agreement, any notice of default or action seeking a remedy for such default must be made by the Owner.

Section 16. Effective Date. The Effective Date of this Agreement is the defined date set forth in the first paragraph.

Section 17. Binding Obligations; Recordation. This Agreement shall be binding upon and inure to the benefit of the parties, their successors, and assigns. This Agreement or a memorandum of Agreement acceptable to the City and Developer shall be recorded in the Official Public Records of Williamson County, Texas.

Section 18. 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.

Section 19. Time is of the Essence. It is acknowledged and agreed by the Parties that time is of the essence in the performance of this Agreement.

EXECUTED in multiple originals this the ____ day of _____, 20____.

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

Attest:

By:_____
Name: Debbie Haile
Title: City Secretary

By:_____
Name: Christopher Fielder
Title: Mayor

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

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

(SEAL)

_____
Notary Public, State of Texas

DEVELOPER:

Waterstone Tylerville, L.P., a Texas limited partnership

By Sand Hills Management Company, L.L.C., a Texas limited liability company, Its General Partner

By:_____
Name: Robert D. Wunsch
Title: President

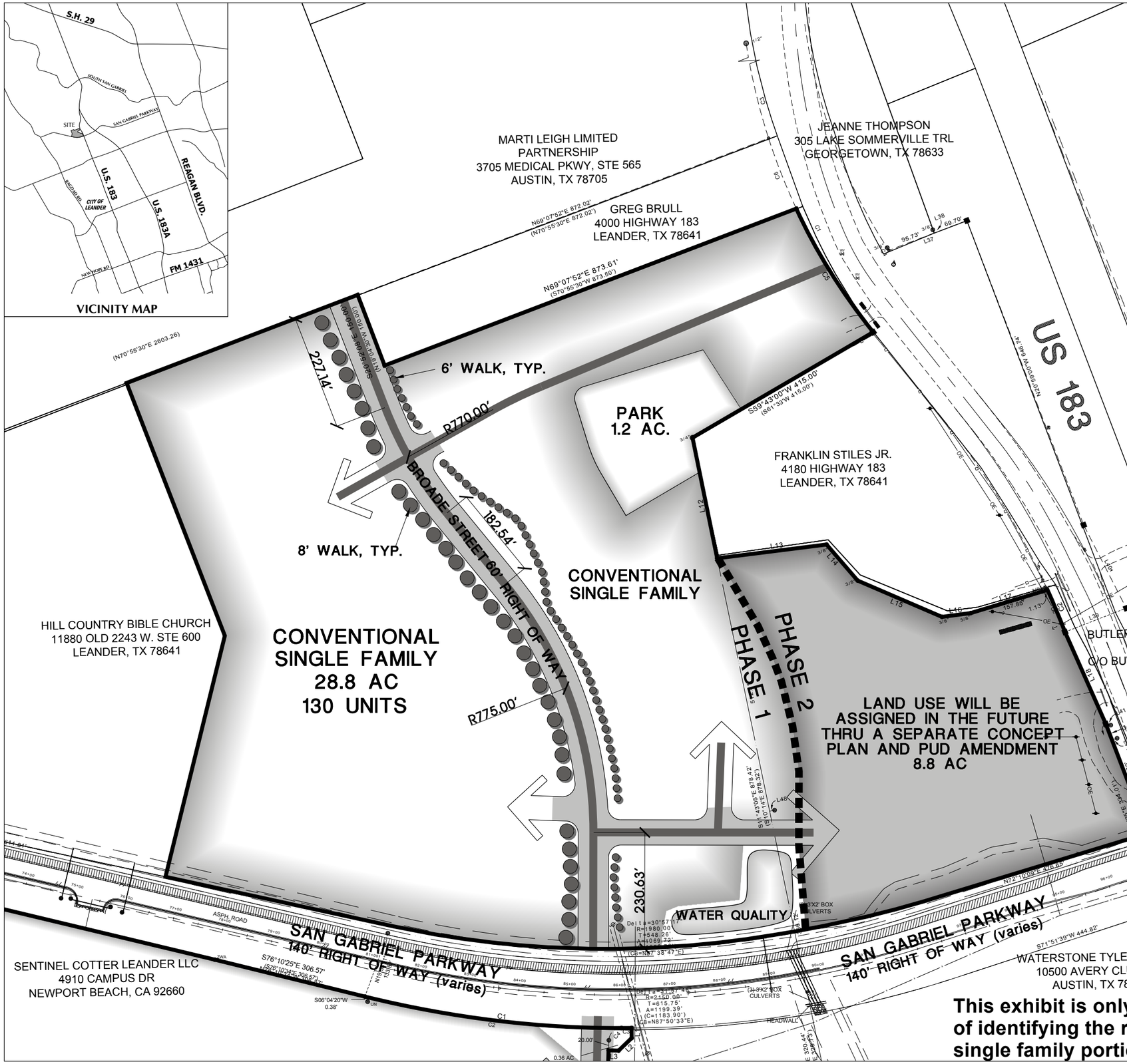
THE STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 2014, by Robert D. Wunsch, President of Sand Hills Management Company, L.L.C., a Texas limited liability company, General Partner of Waterstone Tylerville, L.P., a Texas limited partnership, on behalf of said corporation.

_____
(SEAL) Notary Public, State of Texas

EXHIBIT "A"

Description of Property



This exhibit is only for the purpose of identifying the roadway frontage for the single family portion of the project for the Tylerville development agreement.

TYLERVILLE TRACT LAND USE SUMMARY

	ACREAGE	DENSITY	UNITS	LUE's REQUIRED	TRIPS GENERATED
SINGLE FAMILY RESIDENTIAL	28.8 ACRES	4.5 DU./AC.	130 UNITS	130 LUE*	1,244 TRIPS
FUTURE LAND USE	8.8 ACRES				
MAJOR RIGHT-OF-WAY	2.6 ACRES				
PARKS / WATER QUALITY	2.1 ACRES				
TOTAL	42.3 ACRES		130 UNITS	130 LUE's	1,244 TRIPS

* SINGLE FAMILY RESIDENTIAL = 1 LUE/UNIT

	ACREAGE
PHASE ONE - 2015	33.5 ACRES
PHASE TWO - 2016	8.8 ACRES
	42.3 ACRES

TRAIL, TYP.

TIA NOTES:

FOR RESIDENTIAL:
AT THE TIME OF FINAL PLAT, THE APPLICANT WILL PROVIDE A PAYMENT TO THE CITY PER RESIDENTIAL UNIT.

FOR NON-RESIDENTIAL:
AT THE TIME OF SITE DEVELOPMENT PERMIT, UNLESS A NEW TRAFFIC ANALYSIS FOR THE DEVELOPMENT AS PROPOSED IN THE CONCEPT PLAN INDICATES THAT AVERAGE DAILY TRIPS ARE ESTIMATED BELOW 2,000, THE APPLICANT WILL PROVIDE A PAYMENT TO THE CITY IN LIEU OF A TIA PER PEAK HOUR TRIP PROJECTED TO BE GENERATED BY THE DEVELOPMENT.

A DEVELOPMENT AGREEMENT HAS BEEN PROPOSED TO ADDRESS THE BOUNDARY STREET IMPROVEMENT FEE REQUIREMENTS. IN THE EVENT THAT THIS DEVELOPMENT AGREEMENT IS NOT APPROVED, THE BOUNDARY STREET IMPROVEMENT FEES WILL BE REQUIRED AT THE TIME OF FINAL PLAT IN AN AMOUNT DETERMINED BY THE CITY ENGINEER.

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

TYLERVILLE TRACT PARKLAND DEDICATION WORKSHEET 24-Sep-14

Lots	Parkland Required	Parkland Proposed	Parkland Credited*	Parkland Deficit	Fee in-lieu value of deficit	Rec. Imp. Fee Required	Proposed Improvements
130	4.55	1.2	1.2	3.35	$ 78,375.00	$ 45,500.00	

* 8' and 6' sidewalks are needed on the west and east side of Broad St.
** Payment in lieu of the parkland deficit and recreation improvements in the amount of $123,875 at plat approval.

PARKLAND CALCULATIONS

OPTION FIVE:

130 (# OF DWELLING UNITS) DIV. BY 100 x 3.5 = 4.55 AC. (REQUIRED PARK LAND) 1.2 AC. (PROPOSED PARK LAND)

$78,964 (PROPOSED PARK LAND FEE IN LIEU OF DEFICIT)

130 (# OF DWELLING UNITS) x $350 = $45,500 (PROPOSED PARK IMPROVEMENT FEE)

FEMA map number 48491CO455E, dated September 26, 2008, for Williamson County and incorporated areas

SEC Planning, LLC
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LAND PLANNING
LANDSCAPE ARCHITECTURE
COMMUNITY BRANDING
4201 W. Parmer Lane Bldg A Suite 220
Austin, TX 78727
T 512.246.7003
F 512.246.7793
www.secplanning.com
Email : info@secplanning.com

OWNER: TYLERVILLE
WATERSTONE TYLERVILLE, LP
10500 AVERY CLUB DRIVE
SUITE 900
AUSTIN, TX 78717

Exhibit A
CONCEPT PLAN
TYLERVILLE TRACT
LEANDER, TEXAS

Q:\140028-MAGR\Cadfiles\PLANNING\Submittals\Concept Plan Submittal\Concept A 2014-04-07.dwg

Issued:
1. City Concept Submittal 04/7/14
2.
3.
4.
5.

Revisions:
1. City Concept Submittal 09/03/14
2. City Concept Submittal 10/08/14
3. City Concept Submittal 10/14/14
4.
5.

Issue Date: April 7, 2014

Drawn By: MB
Reviewed By: MB

Project No.
140028-MAGR

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AGENDA ITEM # 23

Executive Summary

November 20, 2014

Agenda Subject:	Ordinance Case 14-OR-010: Consider action on amending Appendix A Fee Schedule to add fees for Wireless Communication Facility Development Plans and Heritage Tree Removal Permits and to update the fees associated with developments within the TOD.
Background:	Staff is proposing the following amendments to the Fee Schedule: 1. Add a fee for Wireless Communication Facility Development Plans. 2. Add a fee for Heritage Tree Removal Permits 3. Update the fees associated with developments within the TOD.
Origination:	City of Leander Planning Department
Financial Consideration:	None
Recommendation:	Staff recommends approval.
Attachments:	1. Ordinance
Prepared By:	Tom Yantis, AICP Assistant City Manager 11/07/2014

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS AMENDING SECTIONS A3.002 AND A3.008 OF APPENDIX A, LEANDER CODE OF ORDINANCES TO REVISE FEES FOR THE TRANSIT ORIENTED DEVELOPMENT DISTRICT; ESTABLISHING A WIRELESS COMMUNICATION FACILITY DEVELOPMENT PLAN FEE; ESTABLISHING A HERITAGE TREE REMOVAL PERMIT FEE; PROVIDING A SEVERABILITY CLAUSE, PROVIDING SAVINGS, EFFECTIVE DATE AND OPEN MEETINGS CLAUSES, AND PROVIDING FOR RELATED MATTERS.

Whereas, the City Council of the City of Leander, Texas (the "City"), a home rule-city, has the authority to set fees reasonable and necessary for the operation of the City;

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

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

Section 2. **Amendment of Section A3.002, Appendix A.** Section A3.002 Land Use, Appendix A of the Leander Code of Ordinances (the "Fee Schedule") is hereby amended to add the following:

(26) Wireless Communication Facility Development Plan Fee: $300.00
(27) Heritage Tree Removal Permit: $250.00.

Section 3. **Amendment of Section A3.008, Appendix A.** Section A3.008 Transit Oriented Development, Appendix A of the Leander Code of Ordinances (the "Fee Schedule") is hereby amended in its entirety to read as follows:

(a) Concept Plan: $0.00.
(b) Submittal of PUD or Preliminary Plan. Review, comments and processing: $600.
(c) The fees listed in Section A3.002 Land Use and A3.003 Subdivisions of Appendix A shall apply to all other applications.

Section 4. **Conflicting Ordinances.** Article 3.000, Appendix A, Leander Code of Ordinances is amended as provided herein. All ordinances or parts thereof conflicting or inconsistent with the provisions of this ordinance as adopted herein, are hereby amended to the extent of such conflict. In the event of a conflict or inconsistency between this ordinance and any other code or ordinance of the City, the terms and provisions of this ordinance shall govern.

Section 5. **Savings Clause.** All rights and remedies of the City of Leander are expressly saved as to any and all violations of the provisions of any ordinances affecting fees within the City which have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such

ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

Section 6. **Effective Date.** This ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Tex. Loc. Gov't. Code and the City Charter.

Section 7. **Severability**. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any phrase, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation of this ordinance of any such invalid phrase, clause, sentence, paragraph or section. If any provision of this Ordinance shall be adjudged by a court of competent jurisdiction to be invalid, the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision, and to this end the provisions of this Ordinance are declared to be severable.

Section 8. **Open Meetings.** It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act.

PASSED AND APPROVED on the 20th day of November, 2014.

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

Executive Summary

November 20, 2014

Agenda Subject: Subdivision Ordinance Case 14-OR-009: Consider action on amending sections of the Subdivision Ordinance, to add provisions for the protection of heritage trees, to modify the transportation improvements, water utility improvements, and easement sections of the ordinance.

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

1. Add Heritage Tree definitions and provisions.
2. Require a secondary point of access as currently required by the Fire Code.
3. Modify the Water Utility Improvements Section to change the requirements associated with fire hydrants and fire flows.
4. Grant the City Manager the authority to sign easements granted outside of the subdivision process.
5. Modify utility requirements.

Origination: City of Leander Planning Department

Financial Consideration: None

Recommendation: Staff recommends approval. During the November 13, 2014 meeting, the Planning & Zoning Commission unanimously recommended that this amendment be postponed to allow for further discussion with the development community. In addition, the Commission proposed that the time frame associated with the preparation of the tree survey is similar to the City of Austin requirements.

Attachments:

1. Summary of Proposed Amendments
2. Ordinance
3. Minutes–Planning & Zoning Commission November 13, 2014

Prepared By: Tom Yantis, AICP
Assistant City Manager 11/14/2014

SUBDIVISION ORDINANCE AMENDMENTS

ARTICLE I – GENERAL

SECTION 1. DEFINITIONS

Heritage Tree means a living tree that the City desires to preserve to the greatest extent possible. They are those trees identified in the preferred plant list maintained by the Planning Department or the Grow Green Guide that are greater than twenty-six (26) caliper inches. They do not include hackberry, mountain juniper, ash juniper, bois d'arc, cottonwood, chinaberry or sycamore or any other invasive species listed in the Grow Green Guide, except for an unusually large or significant specimen.

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

ARTICLE II – PROCEDURE

SECTION 22. PRELIMINARY PLAT

*****

(c) **Content.** The Preliminary Plat shall include a description of any off-site improvements required to accommodate the project. The Preliminary Plat shall contain or have attached thereto:

*****

(2) Existing Conditions.

(i) The existing property lines, including bearings and distances, of the land being subdivided. Property lines shall be drawn sufficiently wide to provide easy identification.

(ii) The location of existing water courses, dry creek beds, wells, sinkholes and other similar topographic features.

(iii) ~~A~~ ~~T~~tree ~~p~~Protection ~~p~~Plan

a. A tree protection plan consisting of a tree survey prepared within two years preceding the application date with the street and lot layout superimposed at a scale of 1"=100' (or as appropriate) shall be prepared demonstrating that lot lines and street layouts have been designed and located and that lot width, depth and size flexibility (as permitted by the applicable zoning district if inside the City) has been utilized to the maximum extent necessary to retain the maximum number of significant trees reasonably practicable.

b. The applicant shall provide a tree preservation plan that identifies the surveyed trees and the mitigation of the protected trees that are proposed for removal. The tree protection plan is required to be approved by the Director of Planning prior to submission of a preliminary plat application. Up to fifty (50%) percent of Significant Trees between eight (8) and

twenty-six (26) caliper inches may b removed without mitigation for single-family and two- family subdivisions. ~~For every one caliper inch of existing significant tree between eight (8) and eighteen (18) inches that exceeds 50% of total caliper inches that is not retained, one caliper inch of significant tree shall be planted as replacement for projects. For every one caliper inch of existing significant tree eighteen (18) inches and larger that is not retained during construction in healthy condition, two caliper inches of significant tree shall be planted as replacement for projects. Replacement trees shall be a minimum of two (2) caliper inches and identified on the City of Leander preferred plant list or included in the Grow Green Guide for Native and Adaptive Landscape Plants published by the City of Austin Watershed Protection and Texas A&M AgriLife Extension, as amended from time to time. The tree protection plan is required to be approved by the Director of Planning prior to submission of a preliminary plat application.~~

c. Heritage Tree Removal Permit
   1) Heritage Trees may be removed only with the approval of a Heritage Tree Removal Permit and after the required mitigation has been approved.
   2) The Planning & Zoning Commission shall review all applications for Heritage Tree removal permits and make a recommendation for approval or denial to the City Council which shall have final authority to issue the permit.
   3) Approval of removal permits shall be based on the following:
      a. Tree size/number of trunks;
      b. Tree health and viability;
      c. Tree location;
      d. Other Significant and Heritage Trees to be preserved on site; and
      e. Whether all reasonable efforts have been made to design the project in a way to preserve Significant and Heritage Trees on site.

d. Significant Tree Removal Permit
   1) The Director of Planning may issue a tree removal permit for the removal of Significant Trees to the owner of a property that is zoned or otherwise authorized and actively used for agricultural purposes if it is demonstrated that the tree removal is for a legitimate agricultural purpose. The tree mitigation requirements of this ordinance shall not apply to such permits. If the property is rezoned or otherwise converted to a non-agricultural use within three years of the issuance of the tree removal permit the owner of the property shall be required to meet the tree mitigation requirements of this ordinance.
   2) Removal of Significant Trees greater than eighteen (18) caliper inches requires the approval of the Planning & Zoning Commission or the approval of an alternative tree preservation plan as described in this ordinance for projects other than single-family or two-family.

e. Mitigation for the removal of a Heritage or Significant Tree
   1) The removal of Heritage and Significant Trees shall require mitigation using the calculations and procedures defined below. Mitigation may be achieved through credit of existing trees on site, replacement trees planted on-site, or payment-in-lieu of replacement trees if approved by the Planning Director when on-site replacement is not possible or practical.
      i. Mitigation shall be required at a 1:1 caliper inch basis for significant trees between eight (8) and eighteen (18) caliper

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inches.

ii. Mitigation shall be required at a 2:1 caliper inch basis for significant trees greater than eighteen (18) caliper inches and less than twenty-six (26) caliper inches.

iii. Mitigation shall be required at a 3:1 caliper inch basis for Heritage Trees and a mitigation fee in the amount of $300.00 per caliper inch removed.

iv. If payment in lieu of replacement trees is approved by the Planning Director, the fee shall be equal to one hundred fifty dollars ($150) per caliper inch of replacement tree.

f. Replacement Trees

1) Replacement trees shall be a minimum of two (2) caliper inches and identified on the City of Leander preferred plant list or included in the Grow Green Guide for Native and Adaptive Landscape Plants published by the City of Austin Watershed Protection and Texas A&M AgriLife Extension, as amended from time to time. The tree protection plan is required to be approved by the Director of Planning prior to submission of a preliminary plat application.

ARTICLE III – DESIGN STANDARDS FOR IMPROVEMENTS

SECTION 42. TRANSPORTATION IMPROVEMENTS

(i) Subdivision Access.

a. All subdivisions greater than thirty (30) lots shall require a secondary access unless otherwise approved by the Fire Department. The secondary access shall be constructed in accordance with the current Fire Code and with City Standard Details and Specifications.

*****

SECTION 43. WATER UTILITY IMPROVEMENTS

(b) Design

(1) The design and construction of a public water system shall

(i) Comply with regulations covering extension of public water systems adopted by the ~~Texas Natural Resources Conservation Commission~~ State of Texas.

(ii) Be of sufficient size to furnish adequate domestic water supply and fire protection services to all lots, and to conform with the Master Utility Plan for the City;

(iii) Be located where maintenance can be accomplished with the least interference with traffic, structures and other utilities;

(iv) Be designed in an effort to eliminate the need for booster pumps or other similar devices;

(v) Not propose water mains less than eight (8) inches in diameter unless otherwise approved by the City Engineer~~, with consideration for four (4) and six (6) inch pipe in cul-de-sacs and looped streets~~;

(vi) Be acceptable, without penalty, to the adopted City of Leander Fire Code. ~~State Fire Insurance Commission.~~ To that end, the ~~following~~ fire flows shall ~~be required:~~ meet the provisions set forth within the current Fire Code.

~~a) Principal mercantile and industrial areas 3,000 gpm~~
~~b) Light mercantile areas 1,500 gpm~~
~~c) Congested residential areas 750 gpm~~
~~d) Scattered residential areas 500 gpm~~

(vii) ~~Include f~~Fire hydrants~~:~~ shall be provided in accordance with the current City of

Leander Fire Code for all buildings, or portions of buildings hereafter constructed.

~~a) at a minimum spacing of 600 feet for residential developments;~~

~~b) within 300 feet of all sides of a non-residential developments;~~

~~c) at the end of all cul-de-sac streets, or similar dead-end water distribution lines; and~~

a) ~~for fire flows calculated with twenty (20) pound residual pressure.~~ All installed fire hydrants shall meet the requirements of the current City of Leander Fire Detail.

b) Fire flows shall be calculated with a twenty (20) pound residual pressure.

(viii) Include valves on each fire hydrant lead, at each intersection of two (2) or more mains, and valve spacing so that no more than 30 customers will be without water during a shutoff;

(ix) Be designed and constructed in accordance with City Standard Details and Specifications; and,

(x) Be designed and constructed to comply with all applicable rules, regulations and policies of the entity that will provide water service to the development.

(2) The design of private water systems shall include backflow prevention assemblies for domestic and fire protection systems that are directly or indirectly connected to the City's potable water distribution system.

*****

SECTION 46. EASEMENTS

(f) The City Manager is authorized to sign approval and acceptance of easements granted outside of the subdivision platting process that have been reviewed and approved by the City Engineer and that are granted using a form substantially similar to the form approved by the City Attorney.

ARTICLE III. DESIGN STANDARDS FOR IMPROVEMENTS

SECTION 47. UTILITY LINES

All utility lines and other lines required to service a subdivision and structures located within the subdivision (including but not limited to water, wastewater, gas, electric, cable, internet, and propane) are required to be underground. In unique or unusual circumstances, an applicant may request an exception to the requirements of this section by submitting a written request for an exception with the constructions plans for the portion of the subdivision in which an exception is requested. The City Engineer may grant an exception if an exception is required by applicable building codes or for public safety reasons. The City Engineer's decision may be appealed in writing to the Commission within ten days of the City Engineer's decision. The Commission's decision may be appealed to the City Council within ten days of the Commission's decision. The City Council's decision will be final.

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ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS AMENDING SECTIONS OF CHAPTER 10, THE SUBDIVISION ORDINANCE, TO AMEND TREE PROTECTION AND MITIGATION STANDARDS; AUTHORIZING THE CITY MANAGER TO ACCEPT EASEMENT DEDICATIONS; PROVIDING FOR SECONDARY ACCESS IN CERTAIN SUBDIVISIONS; AMENDING PROVISIONS REGULATING FIRE HYDRANTS AND FIRE FLOWS; PROVIDING A SEVERABILITY CLAUSE, PROVIDING SAVINGS, EFFECTIVE DATE AND OPEN MEETINGS CLAUSES, AND PROVIDING FOR RELATED MATTERS.

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

Whereas, the City Council finds that the tree preservation standards adopted herein are reasonable and necessary to preserve trees as an important public resource enhancing the quality of life and the general welfare of the city and enhancing its unique character and physical, historical and aesthetic environment; to encourage the preservation of trees for the enjoyment of future generations; to encourage the preservation of trees to provide health benefits by the cleansing and cooling of the air and contributing to psychological wellness; to encourage the preservation of trees to provide environmental elements by adding value to property, and reduction of energy costs through passive solar design utilizing trees; to encourage the preservation of trees to provide environmental elements necessary to reduce the amount of pollutants entering streams and to provide elements crucial to establishment of the local ecosystem; to provide tree preservation requirements and incentives to exceed those requirements that encourage the maximum preservation of trees; and to promote and protect the health, safety and welfare of the public by creating an urban environment that is aesthetically pleasing and that promotes economic development through an enhanced quality of life; and

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

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

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

Section 2. **Amendment of Article I, Section 1.** Article I, Section 1 of Chapter 10, Exhibit A of the Code of Ordinances (the "Subdivision Ordinance") is hereby amended to add the following definitions:

Heritage Tree means a living tree that the City desires to preserve to the greatest extent

possible. They are those trees identified in the preferred plant list maintained by the Planning Department or the Grow Green Guide that are greater than twenty-six (26) caliper inches. They do not include hackberry, mountain juniper, ash juniper, bois d'arc, cottonwood, chinaberry or sycamore or any other invasive species listed in the Grow Green Guide, except for an unusually large or significant specimen.

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

Section 3. <u>Amendment of Article I, Section 2</u>. Article I, Section 2 of the Subdivision Ordinance is hereby amended by adding subsection (f) to read as follows:

(f) The tree preservation standards adopted herein are reasonable and necessary to preserve trees as an important public resource enhancing the quality of life and the general welfare of the city and enhancing its unique character and physical, historical and aesthetic environment; to encourage the preservation of trees for the enjoyment of future generations; to encourage the preservation of trees to provide health benefits by the cleansing and cooling of the air and contributing to psychological wellness; to encourage the preservation of trees to provide environmental elements by adding value to property, and reduction of energy costs through passive solar design utilizing trees; to encourage the preservation of trees to provide environmental elements necessary to reduce the amount of pollutants entering streams and to provide elements crucial to establishment of the local ecosystem; to provide tree preservation requirements and incentives to exceed those requirements that encourage the maximum preservation of trees; and to promote and protect the health, safety and welfare of the public by creating an urban environment that is aesthetically pleasing and that promotes economic development through an enhanced quality of life.

Section 4. <u>Amendment of Article II, Section 22 (c)(2)(iii)</u>. Article II, Section 22 (c)(2)(iii) of the Subdivision Ordinance is hereby amended in its entirety to read as follows:

(i) Tree Protection Plan

a. A tree protection plan consisting of a tree survey prepared within two years preceding the application date with the street and lot layout superimposed at a scale of 1"=100' (or as appropriate) shall be prepared demonstrating that lot lines and street layouts have been designed and located and that lot width, depth and size flexibility (as permitted by the applicable zoning district if inside the City) has been utilized to the maximum extent necessary to retain the maximum number of significant trees reasonably practicable.

b. The applicant shall provide a tree preservation plan that identifies the surveyed trees and the mitigation of the protected trees that are proposed for removal. The tree protection plan is required to be approved by the Director of Planning prior to submission of a preliminary plat application. Up to fifty (50%) percent of Significant Trees between eight (8) and twenty-six (26) caliper inches may be removed without mitigation for single-family and two- family subdivisions.

c. Heritage Tree Removal Permit
   1) Heritage Trees may be removed only with the approval of a Heritage Tree Removal Permit and after the required mitigation has been approved.
   2) The Planning & Zoning Commission shall review all applications for Heritage Tree removal permits and make a recommendation for approval or denial to the City Council, which shall have final authority to issue the permit.
   3) Approval of removal permits shall be based on the following:
      a. Tree size/number of trunks;
      b. Tree health and viability;
      c. Tree location;
      d. Other Significant and Heritage Trees to be preserved on site; and
      e. Whether all reasonable efforts have been made to design the project in a way to preserve Significant and Heritage Trees on site.

d. Significant Tree Removal Permit
   1) The Director of Planning may issue a tree removal permit for the removal of Significant Trees to the owner of a property that is zoned or otherwise authorized and actively used for agricultural purposes if it is demonstrated that the tree removal is for a legitimate agricultural purpose. The tree mitigation requirements of this ordinance shall not apply to such permits. If the property is rezoned or otherwise converted to a non-agricultural use within three years of the issuance of the tree removal permit the owner of the property shall be required to meet the tree mitigation requirements of this ordinance.
   2) Removal of Significant Trees greater than eighteen (18) caliper inches requires the approval of the Planning & Zoning Commission or the approval of an alternative tree preservation plan as described in this ordinance for projects other than single-family or two-family.

e. Mitigation for the removal of a Heritage or Significant Tree
   1) The removal of Heritage and Significant Trees shall require mitigation using the calculations and procedures defined below. Mitigation may be achieved through credit of existing trees on site, replacement trees planted on-site, or payment-in-lieu of replacement trees if approved by the Planning Director when on-site replacement is not possible or practical.
      i. Mitigation shall be required at a 1:1 caliper inch basis for

significant trees between eight (8) and eighteen (18) caliper inches.

ii. Mitigation shall be required at a 2:1 caliper inch basis for significant trees greater than eighteen (18) caliper inches and less than twenty-six (26) caliper inches.

iii. Mitigation shall be required at a 3:1 caliper inch basis for Heritage Trees and a mitigation fee in the amount of $300.00 per caliper inch removed.

iv. If payment in lieu of replacement trees is approved by the Planning Director, the fee shall be equal to one hundred fifty dollars ($150) per caliper inch of replacement tree.

f. Replacement Trees

1) Replacement trees shall be a minimum of two (2) caliper inches and identified on the City of Leander preferred plant list or included in the Grow Green Guide for Native and Adaptive Landscape Plants published by the City of Austin Watershed Protection and Texas A&M AgriLife Extension, as amended from time to time. The tree protection plan is required to be approved by the Director of Planning prior to submission of a preliminary plat application.

Section 5. **<u>Amendment of Article III, Section 42</u>.** Article III, Section 42 of Chapter 10, of the Subdivision Ordinance is hereby amended to add subsection (i) as follows:

(i) <u>Subdivision Access</u>. All subdivisions greater than thirty (30) lots shall require a secondary access unless otherwise approved by the Fire Department. The secondary access shall be constructed in accordance with the current Fire Code and City Standard Details and Specifications.

Section 6. **<u>Amendment of Article III, Section 43(b)(1)</u>.** Article III, Section 43(b)(1) of Chapter 10, Exhibit A of the Subdivision Ordinance is hereby amended in its entirety to read as follows:

(1) The design and construction of a public water system shall

(i) Comply with regulations covering extension of public water systems adopted by the State of Texas.

(ii) Be of sufficient size to furnish adequate domestic water supply and fire protection services to all lots, and to conform with the Master Utility Plan for the City;

(iii) Be located where maintenance can be accomplished with the least interference with traffic, structures and other utilities;

(iv) Be designed in an effort to eliminate the need for booster pumps or other similar devices;

(v) Not propose water mains less than eight (8) inches in diameter unless otherwise approved by the City Engineer;

(vi) Be acceptable, without penalty, to the adopted City of Leander Fire Code. To that end, the fire flows shall meet the provisions set forth within the current Fire Code.

(vii) Fire hydrants shall be provided in accordance with the current City of Leander Fire Code for all buildings, or portions of buildings hereafter constructed.

a) All installed fire hydrants shall meet the requirements of the current City of Leander Fire Detail.

b) Fire flows shall be calculated with a twenty (20) pound residual pressure.

(viii) Include valves on each fire hydrant lead, at each intersection of two (2) or more mains, and valve spacing so that no more than 30 customers will be without water during a shutoff;

(ix) Be designed and constructed in accordance with City Standard Details and Specifications; and,

(x) Be designed and constructed to comply with all applicable rules, regulations and policies of the entity that will provide water service to the development.

Section 7. **Amendment of Article III, Section 46.** Article III, Section 46 of Chapter 10, Exhibit A of the Subdivision Ordinance is hereby amended to add subsection (f) as follows:

(f) The City Manager is authorized to sign approval and acceptance of easements granted outside of the subdivision platting process that have been reviewed and approved by the City Engineer and that are granted using a form substantially similar to the form approved by the City Attorney.

Section 8. **Amendment of Article III, Section 47.** Article III, Section 47 of Chapter 10, Exhibit A of the Code of Ordinances (the "Subdivision Ordinance") is hereby amended in its entirety to read as follows:

Section 47. Utility Lines.

All utility lines and other lines required to service a subdivision and structures located within the subdivision (including but not limited to water, wastewater, gas, electric, cable, internet, and propane) are required to be underground. In unique or unusual circumstances, an applicant may request an exception to the requirements of this section by submitting a written request for an exception with the constructions plans for the portion of the subdivision in which an exception is requested. The City Engineer may grant an exception if an exception is required by applicable building codes or for public safety reasons. The City Engineer's decision may be appealed in writing to the Commission within ten days of the City Engineer's decision. The Commission's decision may be appealed to the City Council within ten days of the Commission's decision. The City Council's decision will be final.

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

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

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

Section 12. **Severability**. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any phrase, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation of this ordinance of any such invalid phrase, clause, sentence, paragraph or section. If any provision of this Ordinance shall be adjudged by a court of competent jurisdiction to be invalid, the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision, and to this end the provisions of this Ordinance are declared to be severable.

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

PASSED AND APPROVED on the 20th day of November, 2014.

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

_____ _____

Christopher Fielder, Mayor Debbie Haile, City Secretary

"...if approved by the Planning Director <u>only</u> when on-site replacement is not possible or practical..."

Commissioner Sokol seconded the motion. Motion passed unanimously.

20. Subdivision Ordinance Case 14-OR-009: Consider action on amending sections of the Subdivision Ordinance, to add provisions for the protection of heritage trees, to modify the transportation improvements, water utility improvements, and easement sections of the ordinance. Applicant: City of Leander

a) Staff Presentation

Robin Griffin, Senior Planner explained the sections being amended in the Subdivision Ordinance.

b) Open Public Hearing

Chairman Seiler opened the public hearing.
Harry Savio asked for a postponement and would like to see tree survey during the final plat process and not the preliminary plat process.
Frank Stiles spoke against the ordinance amendment.

c) Close Public Hearing

Chairman Seiler closed the public hearing.

d) Discussion

Discussion took place.

e) Consider Action

Commissioner Wixson moved to recommend to Council a postponement of this amendment to allow for further discussion with the development community. In addition, the Commission proposed that the time frame associated with the preparation of the tree survey is similar to the City of Austin requirements. Commissioner Allen seconded the motion. Motion passed unanimously.

21. Comprehensive Plan Case 14-CPA-003: Hold a public hearing and consider action on amendments to the Leander Transportation Plan as set forth in the Comprehensive Plan. Applicant: City of Leander

a) Staff Presentation

Robin Griffin, Senior Planner explained the sections being amended to the Leander Transportation Plan as set forth in the Comprehensive Plan.

b) Open Public Hearing

Chairman Seiler opened the public hearing.

c) Close Public Hearing

Chairman Seiler closed the public hearing.

AGENDA ITEM # 25

Executive Summary

November 20, 2014

Council Agenda Subject: Resolution Directing Publication of the Notice of Intent to Issue Certificates of Obligation, Series 2015, in an amount not to exceed $30,000,000.

Background: State law requires that a municipality must publish notice of its intent to issue tax certificates of obligation prior to the date on which the City Council intends to consider issuance of the debt. As discussed at the City Council retreat in July and during the budget process, staff is coordinating with our financial advisor, First Southwest, and bond counsel, Bickerstaff, Health, Delgado & Acosta, to be ready for the January 20, 2015 City Council meeting. The project list include two fire stations, parkland, park improvements (Benbrook Ranch ballfields), East Street, Municipal Drive; Bagdad North; and Old 2243 West and Ridgmar waterline. The notice will be broad and reference the applicable categories and not specifically these projects.

Origination: Robert G. Powers, Finance Director

Financial Consideration: The impact of the debt service associated with the debt issuance will be included in the FY 2015-16 budget.

Recommendation: Authorize staff to proceed with publication of the Notice of Intent

Attachments: Resolution

Prepared by: Robert G. Powers, Finance Director

RESOLUTION NO. 14-021-00

RESOLUTION DIRECTING PUBLICATION OF NOTICE OF PUBLIC HEARING AND INTENTION TO ISSUE COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION

THE STATE OF TEXAS §
COUNTIES OF TRAVIS & WILLIAMSON §
CITY OF LEANDER §

WHEREAS, this City Council of the City of Leander, Texas deems it advisable to give notice of intention to issue combination tax and revenue certificates of obligation of said City and to give notice of a public hearing thereon, as hereinafter provided; and

WHEREAS, 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;

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

Section 1. FORM OF NOTICE. Attached hereto and marked Exhibit "A" is a form of Notice of Public Hearing and Intention to Issue Combination Tax and Revenue Certificates of Obligation, the form and substance of which are hereby adopted and approved.

Section 2. PUBLICATION OF NOTICE. Said Notice shall be published, in substantially the form attached hereto, in a newspaper, as defined in Subchapter C of Chapter 2051, Texas Government Code, of general circulation in said City once a week for two consecutive weeks, the date of the first publication thereof to be at least thirty (30) days prior to the date tentatively set for passage of the ordinance authorizing the issuance of such certificates.

PASSED AND APPROVED THIS 20TH DAY OF NOVEMBER, 2014.

_____
Mayor

ATTEST:

_____
City Secretary

[CITY SEAL]

00566083;1

Exhibit "A"

NOTICE OF PUBLIC HEARING AND INTENTION TO ISSUE COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION

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 January 15, 2015, and, during such meeting, the City Council will conduct a hearing on whether to issue combination tax and revenue certificates of obligation, and upon conclusion of the public hearing to consider passage of an ordinance and take such other actions as may be deemed necessary to authorize the issuance of combination tax and revenue certificates of obligation in an aggregate principal amount not to exceed $30,000,000 for the purpose of paying contractual obligations of the City to be incurred for the (1) construction of City-wide road and street improvements and the acquisition of rights-of-way and easements therefor, (2) construction, acquisition and installation of additions, improvements and extensions to the City's Waterworks and Sewer System, (3) construction and equipping of two fire stations and the acquisition of sites therefor [site 1 in the North Central part of the City and site 2 in the East Central part of the City], (4) construction of park and recreational improvements on City parkland, (5) acquisition of land for a new City park in the vicinity of U.S. Highway 183 and the South Fork San Gabriel River, and (6) payment of professional services and costs of issuance related thereto. The combination tax and revenue certificates of obligation will be payable from the levy of an annual ad valorem tax, within the limitations prescribed by law, upon all taxable property within the City, and a limited pledge, not to exceed $1,000, of the surplus revenues of the City's Waterworks and Sewer System. The combination tax and revenue certificates of obligation are to be issued, and this notice is given, under and pursuant to the provisions of the Certificate of Obligation Act of 1971, as amended, Local Government Code Section 271.041, et. seq.

Pursuant to Texas Local Government Code § 271.049, an election on the question of the issuance of the certificates will be called if before the time tentatively set for the authorization and issuance or if before the authorization of the certificates, the City Secretary receives a petition signed by at least five percent of the qualified voters of the City protesting the issuance of the certificates, the City may not issue the certificates unless the issuance is approved at an election ordered, held and conducted in the manner provided for bond elections.

Christopher Fielder
Mayor, City of Leander, Texas

Executive Summary

November 20, 2014

Council Agenda Subject: Consideration of Amendment to Task Oder HDR-2 with HDR Engineering, Inc., for professional services for Improvements of Old 2243 West from U.S. Hwy. 183 to Lakeline Boulevard

Background: Task Order HDR-2 was approved by the City Council on May 16, 2013, in the amount of $1,184,748.90 for professional services for roadway improvements for Old 2243 West from U.S. Hwy. 183 to Lakeline Boulevard. The approved compensation consisted of a lump sum amount of $776,348.90 for design, advertising, and bidding services along with compensation for Additional Services at the option of the City for NEPA compliance activities not to exceed $240,000.00; subsurface utilities location activities not to exceed $50,000.00; R.O.W. acquisition related activities not to exceed $88,400.00; and Phase One Environmental Assessment(s) for R.O.W. acquisition(s) not to exceed $30,000.00 on a time and materials basis. At that time, the only Additional Services anticipated were R.O.W. acquisition related activities and subsurface utilities location activities totaling $138,400.00, which resulted in an anticipated cost of $914,748.90 instead of the $1,184,748.90 approved on May 16, 2013.

As this design effort has proceeded to the 60% level, numerous contract work items have matured and now require the updating of the scope of work and associated compensation. The proposed changes are detailed in Exhibit A, attached herein as part of the draft Amendment to Task Order HDR-2. As the scope of work is now well defined, all compensation for the revised work items will now be on a lump sum basis instead of the original time and material basis. Scope of work revisions are: NEPA compliance activities not required for a revised lump sum amount $0.00; subsurface utilities location activities for a revised lump sum amount of $24,000.00; R.O.W. (and easement) acquisition related activities for a revised lump sum amount of $204,020.00; and Phase One Environmental Assessment(s) for R.O.W. (and easement) acquisitions for a revised lump sum amount of $26,135.00. New scope of work items are: PEC (Distribution) Underground Relocation Coordination and Design for a lump sum amount of $124,024.00; Design and Detail Additional Water Quality Facility at new Outfall Location for a lump sum amount of $45,400.00; and Waterline Relocation Design and Details at PEC Transmission Poles for a lump sum amount of $17,220.00.

With this proposed Amendment, the authorized compensation increases by $33,399.00 from $1,184,748.90 to $1,218,148.00; while the anticipated comopensation increases by $303,399.10 from $914,748.90 to $1,218,148.00.

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

Financial Consideration: $1,218,148.00 from Reserve Funds.

Recommendation: Staff requests authorization of the City Manager to negotiate and execute the Amendment to Task Order HDR-2.

Attachments: Amendment to Task Order HDR-2 with Exhibit A

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

AMENDMENT TO TASK ORDER HDR-2

OLD FM 2243 - DESIGN SERVICES
(US 183 TO LAKELINE BLVD.)

SERVICES TO BE PROVIDED BY THE ENGINEER

GENERAL PROJECT OVERVIEW

The scope of services for this project shall be expanded to included additional services which will include:

1. Additional Environmental Services require for archeological survey and Phase I ESA for ROW acquisition.
2. Additional utility coordination and design of underground utilities for PEC.
3. Preparation and coordination of ROW acquisition parcel descriptions for 25 ROW acquisition parcels and 25 easement acquisition parcels.

1) PRELIMINARY ENGINEERING

B) ENVIRONMENTAL STUDIES

PHASE I ESA:

ASTM E 1527-13 conforming Phase I, consisting of regulatory file review, site reconnaissance by an Environmental professional (as defined by ASTM), interviews with select property owners, historical data review, and draft and final reports. One round of consolidated comment review between Draft and Final. Time to complete – 4 weeks from signed NTP to Draft. One Phase I ESA corridor report will be provided.

ARCHEOLGICAL SURVEY:

The task consists of an intensive archeological survey of 2.7 miles of proposed roadway improvements to Hero Way (Old FM 2243) from the US 183 intersection to the future Lakeline Boulevard intersection located in the City of Leander, Williamson County, Texas (Figures 1 and 2). The project area consists of approximately 2.7 miles of proposed road improvements with an area of potential effects (APE) that includes approximately 1.9 miles of new linear ROW for utility and drainage easements and approximately three acres of area to be acquired for proposed detention ponds.

The purpose of the cultural resources investigation is to determine the presence/absence of archeological resources (36 CFR 800.4) and to evaluate identified resources for their eligibility for inclusion in the National Register of Historic Places (NRHP), as per

Section 106 (36 CRF 800) of the National Historic Preservation Act of 1966, as amended or as a designated State Antiquities Landmark (SAL) under the Antiquities Code of Texas (13 TAC 26.12). The State of Texas requires that the proposed development be in compliance with Chapter 191 of the Texas Natural Resources Code, also known as the Texas Antiquities Code.

HDR will conduct an intensive survey with shovel testing of the approximately 1.9 miles of proposed new ROW and utility and drainage easements and within the three acres of area to be acquired for proposed detention ponds along the 2.7 miles of proposed Old FM 2243 roadway improvements (Figure 3). Shovel testing will be conducted according to THC minimum survey standards for linear project areas of 16 shovel tests per mile. A single transect of shovel tests will be excavated along the 1.9-mile linear portion of new ROW. In addition, for the proposed detention ponds, shovel testing will be conducted according to THC minimum survey standards for project areas 3–10 acres in size (2 shovel tests per acre). No fewer than 37 shovel tests will be excavated within the APE.

C) UTILITY COORDINATION

i) Create conflict matrix to identify all potential conflicts with proposed improvements

ii) Preparation of SUE locational map/Coordinate with SUE Subconsultant

iii) Attend meetings with PEC and telecoms: preparation, attendance and meeting minutes - (Assume 8 mtgs) to coordinate duct bank design & details

iv) Coordination and preparation of joint duct bank design plan & profile sheets

v) Coordination and preparation of joint duct bank design detail sheets

vi) Prepare UG Utility sheets & quantities for PS&E bid package (details, specifications, estimates)

vii) Prepare Waterline Relocation Design and Details at PEC Transmission Poles (4)

D) RIGHT OF WAY

i) ROW Acquisition Services

ENGINEER will prepare ROW acquisition parcel map which will identify all ROW and easement parcels to be acquired. In addition the ENGIENER will prepare metes and bound descriptions for each parcel.

2) PREPARATION OF PLANS, SPECIFICATION AND ESTIMATE (PS&E) FOR TWO BID PACKAGES

A) DRAINAGE & WATER QUALITY

i) Design and Detail off-site Water Quality Pond – The ENGINEER will design and detail a regional water quality pond at a new outfall location located along the south side of old 2243 east of Bagdad. The ENGINEER will develop the new Water Quality Pond to facilitate Water Quality needs for the overall project as well as the affected landowner.

G) WATERLINE DESIGN AND DETAILS

i) Design and Detail waterline relocation for four (4) of the new PEC Transmission Poles. The waterline will be relocated to provide 10' of offset between the waterline and the new Transmission Pole

Task Order HDR-1 executed to be effective as of the _____ day of _____, 2014.

City of Leander:

By: _____

Kent Cagle, City Manager

HDR Engineering, Inc.:

By: _____

Name: Mark Borenstein, PE

Title: Vice President

Project Description: Prepare PS&E package for Old FM 2243 from Lakeline Blvd. to US 183

Project Length: 2.8 miles 14,800 LF

Summary of Additional Services

	Allowance Included in Base Contract	Actual Amount Required	Total Change
ROW Acquisition Survey Original Contract had an allowance that included 18 ROW Parcels and 5 Easements for acquisition. Actual acquisition need has been determined to be 25 ROW Parcels and 25 Easements. The number of parcels has increased due to the inclusion of the PUE for the underground electric relocation for PEC.	**$ 88,400**	**$ 204,020**	**$ 115,620**
Additional Environmental Services Original contract had an allowance for Phase 1 ESA for ROW acquisition and has been determined to be below the original estimate.	**30000**	**$ 27,935**	**$ (2,065)**
SUE Test Holes Original Contract had an allowance for 25 testholes, actual need has been determined to be 12 test holes .	**$ 50,000**	**$ 24,000**	**$ (26,000)**
Environmental and Route Studies to Comply with NEPA Project will not require compliance with NEPA therefore this allowance will not be required	**$ 240,000**	**$ -**	**$ (240,000)**
PEC Underground Relocation Coordination and Design (Includes design of 4 Waterline Conflict Relocations w PEC) Through coordination with PEC it has been determined that inclusion of the PEC underground relocation design and construction in the City Bid package will result in an overall project savings. The original contract did not include this design.	**$ -**	**$ 125,024**	**$ 125,024**
Design and Detail Additional Water Quality Facility at New Outfall Location The project will include a new outfall location to the south which will include a regional water quality pond resulting in an overall project savings. The regional water quality pond has been developed through coordination with land owners and therefore was not included in the original contract.	**$ -**	**$ 45,400**	**$ 45,400**
Waterline Relocation Design and Details at PEC Transmission Poles Through coordination with PEC relocation of the waterline along the north side of old 2243 east of Bagdad will need to be relocated to avoid 4 new transmission poles. This relocation was not included in the original contract since it was required for the PEC Transmission line.	**$ -**	**$ 17,220**	**$ 17,220**
Additional Waterline Design and Details The extent of this work is still be determined through the Design process, however several water and waste water services have been identified. Once fully determined these services will include: extension of a 12" waterline to the western limits of the project, waterline relocation in several locations due to storm sewer conflicts (possible up to 12), installation of several water services, and waster water relocation due to storm sewer conflicts along the south side of old 2243	**$ -**	**TBD**	**TBD**
Total of Additional Services	**$ 408,400**	**$ 443,599**	**$ 35,199**

	Project Description: Prepare schematic design and two PS&E packages for Old FM 2243 from Lakeline Blvd. to US 183	Project Length: 2.8 miles 14,800 LF						Design Criteria: Major Arterial MAU-5 LANES (66 Ft LOG-LOG)							
TASK NO.	TASK DESCRIPTION	PROJ. MGR.	ENV. MGR.	SR. ENGR.	SR. ENV. SCIENTIST	JR. ENV. SCIENTIST	GIS TECH.	DESIGN ENGR.	EIT	UTILITY DESIGN COORD	CADD TECH.	ARCH/ HISTORIAN/ PI SPECIALIST	CULTURAL CREW CHIEF	CLERICAL/ STENO	TOTAL
COST COMPONENT, HOURS															
1B	ADDITIONAL ENVIRONMENTAL STUDIES (NON-NEPA)														
	Phase I ESA		8		60									12	80
	Historical Survey		8		40	40	10							8	106
	SUBTOTAL SURVEYING SERVICES	**8**	**16**	**0**	**100**	**40**	**10**	**0**	**0**	**0**	**0**	**0**	**0**	**20**	**186**
1C	ADDITIONAL UTILITY COORDINATION & DESIGN														
	Create conflict matrix to identify all potential conflicts with proposed improvements	2		4				16	16						38
	Preparation of SUE locational map/Coordinate with SUE Subconsultant	2		8				8			8				26
	Attend meetings with PEC and telecoms: preparation, attendance and meeting minutes - (Assume 8 mtgs) to coordinate duct bank design & details	32		32				32							96
	Coordination and preparation of joint duct bank design plan & profile sheets	16		60				80	80		80				316
	Coordination and preparation of joint duct bank design detail sheets	8		24				40	80		80				232
	Prepare UG Utility sheets & quantities for PS&E bid package (details, specifications, estimates)	8		8				24	40					40	120
	Prepare Waterline Relocation Design and Details at PEC Transmission Poles (4)	4		8				24			40				76
	SUBTOTAL UTILITY COORDINATION	**72**	**0**	**144**	**0**	**0**	**0**	**224**	**216**	**0**	**208**	**0**	**0**	**40**	**904**
1D	ADDITIONAL SURVEYING SERVICES														
	Coordination with Surveying Subconsultant and review of deliverables	8		8			16	8							40
	SUBTOTAL SURVEYING SERVICES	**8**	**0**	**8**	**0**	**0**	**16**	**8**	**0**	**0**	**0**	**0**	**0**	**0**	**40**
2A	ADDITIONAL DRAINAGE AND WATER QUALITY														
	Design and Detail Off-site Water Quality Pond	24		40				80	80		120				344
	SUBTOTAL SURVEYING SERVICES	**24**	**0**	**40**	**0**	**0**	**0**	**80**	**80**	**0**	**120**	**0**	**0**	**0**	**344**
2G	WATERLINE DESIGN AND DETAILS														
	Design and Detail Waterline Relocation at PEC Transmission Poles (4)	4		24				40			40			24	132
															0
															0
															0
															0
	SUBTOTAL SURVEYING SERVICES	**4**	**0**	**24**	**0**	**0**	**0**	**40**	**0**	**0**	**40**	**0**	**0**	**24**	**132**
	TOTAL HDR HOURS	**80**	**0**	**152**	**0**	**0**	**16**	**232**	**216**	**0**	**208**	**0**	**0**	**40**	**944**

	Project Description: Prepare schematic design and two PS&E packages for Old FM 2243 from Lakeline Blvd. to US 183	**Project Length: 2.8 miles 14,800 LF**						**Design Criteria: Major Arterial MAU-5 LANES (66 Ft LOG-LOG)**							
TASK NO.	**TASK DESCRIPTION**	**PROJ. MGR.**	**ENV. MGR.**	**SR. ENGR.**	**SR. ENV. SCIENTIST**	**JR. ENV. SCIENTIST**	**GIS TECH.**	**DESIGN ENGR.**	**EIT**	**UTILITY DESIGN COORD**	**CADD TECH.**	**ARCH/ HISTORIAN/ PI SPECIALIST**	**CULTURAL CREW CHIEF**	**CLERICAL/ STENO**	**TOTAL**
		HOURLY RATES INCLUDING OVERHEAD													
	COST COMPONENT, DOLLARS	**$225.00**	**$210.00**	**$195.00**	**$145.00**	**$115.00**	**$125.00**	**$145.00**	**$115.00**	**$105.00**	**$95.00**	**$85.00**	**$62.00**	**$85.00**	
1C	**ADDITIONAL ENVIRONMENTAL STUDIES (NON-NEPA)**	**$1,800**	**$3,360**	**$0**	**$14,500**	**$4,600**	**$1,250**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$1,700**	**$27,210**
1C	**ADDITIONAL UTILITY COORDINATION & DESIGN**	**$16,200**	**$0**	**$28,080**	**$0**	**$0**	**$0**	**$32,480**	**$24,840**	**$0**	**$19,760**	**$0**	**$0**	**$3,400**	**$124,760**
1D	**ADDITIONAL SURVEYING SERVICES**	**$1,800**	**$0**	**$1,560**	**$0**	**$0**	**$2,000**	**$1,160**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$6,520**
2A	**ADDITIONAL DRAINAGE AND WATER QUALITY**	**$5,400**	**$0**	**$7,800**	**$0**	**$0**	**$0**	**$11,600**	**$9,200**	**$0**	**$11,400**	**$0**	**$0**	**$0**	**$45,400**
2G	**WATERLINE DESIGN AND DETAILS**	**$900**	**$0**	**$4,680**	**$0**	**$0**	**$0**	**$5,800**	**$0**	**$0**	**$3,800**	**$0**	**$0**	**$2,040**	**$17,220**
	TOTAL HDR LABOR FEE	**$26,100**	**$3,360**	**$42,120**	**$14,500**	**$4,600**	**$3,250**	**$51,040**	**$34,040**	**$0**	**$34,960**	**$0**	**$0**	**$7,140**	**$221,110**
	COST COMPONENT SUBCONSULTANTS														
SUB	INLAND GEODETICS, LP	*INCLUDES ROW EXHIBIT, 25 PARCELS FOR ACQUISTION, AND 25 EASEMENTS; ADD'L PARCELS ARE ESTIMATED TO BE $4,300 FOR ROW & $2,200 PER ESMT*													$197,500
SUB	TERRACON														$0
SUB	GRAM														$0
SUB	LUCK DESIGN TEAM (NICHOLSON INNOVATIONS)														$0
	SUBTOTAL SUBCONSULTANTS														**$197,500**
	COST COMPONENT DIRECT EXPENSES														
EXP	MILEAGE	$0.56	MILE		360										$202
EXP	COPIES	$0.25	EA		250										$63
EXP	EDR	$725.00	EA		1										$725
EXP	OVERNIGHT DELIVERIES	$25.00	EA												$0
EXP	FIELD SUPPLIES, RENTAL EQUIPMENT	$807.00	DAY												$0
EXP	SUE TEST HOLES	$2,000.00	EA		12										$24,000
	TOTAL DIRECT EXPENSES														**$24,989**
	TOTAL HDR LABOR FEE, SUBCONSULTANTS, AND EXPENSES														**$443,599**

AGENDA ITEM # 27

Executive Summary

November 20, 2014

Agenda Subject: A Resolution of the City of Leander, Texas, accepting a petition for annexation of land located in Williamson County, Texas; setting an annexation schedule; providing for open meetings and other related matters.

Background: The resolution accepts the petition for voluntary annexation for the tracts of land as shown on the attached maps. The properties include the four tracts of land totaling approximately 261.17 acres north of San Gabriel Blvd and east of Bagdad Road. The resolution sets the two public hearings for January 15, 2015 and January 29, 2015. The first reading of the ordinance is scheduled for February 19, 2015 and the second and final reading is scheduled for March 5, 2015.

Origination: Applicants

Recommendation: Staff recommends approving the resolution

Attachments:

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

Prepared by: Tom Yantis, AICP
Assistant City Manager

11/12/2014

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

REQUEST & PETITION TO THE CITY COUNCIL OF THE CITY OF LEANDER FOR ANNEXATION OF PROPERTY

WHEREAS, the undersigned is the owner of certain tracts of property located within Williamson County, Texas, such property being more particularly described hereinafter by true and correct legal description (referred to herein as the "subject property");

WHEREAS, the undersigned has sought the annexation of the subject property by the City of Leander, Texas, (hereinafter sometimes referred to as "City"), in order to obtain the benefits of City services to the subject property by the City;

WHEREAS, the subject property is contiguous and adjacent to the corporate limits of the City;

WHEREAS, the City, pursuant to *§43.021, Tex. Loc. Gov't. Code* and the request of the property owner, is authorized to annex the subject property; and,

WHEREAS, the undersigned agrees and consents to the annexation of the subject property by the City and further agrees to be bound by all acts, ordinances, and all other legal action now in force and effect within the corporate limits of the City and all those which may be hereafter adopted.

NOW THEREFORE, the undersigned by this Petition and Request:

SECTION ONE: Requests the City Council of the City to commence annexation proceedings and to annex into the corporate limits of the City of Leander, Texas, of all portions of the subject property, including the abutting streets, roadways, and rights-of-way, not previously annexed into the City and further described as follows,:

> All those certain four tracts or parcels of land being 261.17 acres, more or less, located in Williamson County, Texas, and being more particularly shown and described in the Exhibit "A" attached hereto and incorporated herein for all purposes.

SECTION TWO: Requests that after annexation the City provide such services as are legally permissible and provided by the City, including sanitation, water and general governmental services as set forth in the municipal services plan.

SECTION THREE: Acknowledges and represents having received, read and understood the attached "draft" Service Plan, attached hereto as Exhibit "B", (proposed to be applicable to and adopted for the subject property) and that such "draft" Service Plan is wholly adequate and acceptable to the undersigned who hereby requests the City Council to proceed with the annexation and preparation of a final Municipal Service Plan and publish notice and hold the requisite public

hearings thereon, in accordance with the applicable laws of the State of Texas.

SECTION FOUR: Acknowledges that the undersigned understands and agrees that all city services to the subject property will be provided by the City on the same terms and conditions as provided to other similarly situated areas of the City and as provided in the Municipal Service Plan.

SECTION FIVE: Agrees that a copy of this Request and Petition may be filed of record in the offices of the City of Leander and in the real property records of Williamson County, Texas, and shall be notice to and binding upon all persons or entities now or hereafter having any interest in the subject property.

FILED, this 10th day of November 2014, with the City Secretary of the City of Leander, Williamson County, Texas.

Petitioner: Deerbrooke Austin Land, LLC

By: _____
Name: Randy Rollo
Title: Partner

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Randy Rollo, Partner of Deerbrooke Austin Land, LLC and Owner of the subject property and Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that they had authority to bind the entity and that they executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 10 day of November 2014.

(SEAL)

_____
Notary Public - State of Texas

NOTARY PUBLIC STATE OF TEXAS
KATHERINE RUTH KLINGELE
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 6/5/18

Exhibit "A"

DESCRIPTION OF THE SUBJECT PROPERTY

4 TRACTS OF LAND +/- 261.17 ACRES

Tract 1: A tract or parcel of land, 127.298 acres more or less, being out of and a part of the Charles Cochran Survey, Abstract 134 in Williamson County, Texas, said 127.298 acres being more particularly described by metes and bounds in **Exhibit "A"** attached hereto and made a part hereof.

Tract 2: Easement Estate: Non-exclusive road easement described as a tract or parcel of land, 6.510 acres more or less, being out of and a part of the Charles Cochran Survey, Abstract 134 in Williamson County, Texas, said 6.510 acres being more particularly described by metes and bounds in **Exhibit "B"** attached hereto and made a part hereof

Tract 3: A tract or parcel of land, 63.649 acres more or less, being out of and a part of the Charles Cochran Survey, Abstract 134 in Williamson County, Texas, said 63.649 acres being more particularly described by metes and bounds in **Exhibit "A"** attached hereto and made a part hereof.

Tract 4: A tract or parcel of land, 63.649 acres more or less, being out of and a part of the Charles Cochran Survey, Abstract 134 in Williamson County, Texas, said 63.649 acres being more particularly described by metes and bounds in **Exhibit "A"** attached hereto and made a part hereof.

Tract 6: A tract or parcel of land, 0.203 acres more or less, being out of and a part of the Charles Cochran Survey, Abstract 134 in Williamson County, Texas, said 0.203 acres being more particularly described by metes and bounds in **Exhibit "B"** attached hereto and made a part hereof.

Exhibit "B"

MUNICIPAL SERVICES PLAN
FOR PROPERTY TO BE
ANNEXED INTO THE CITY OF LEANDER

WHEREAS, the City of Leander, Texas (the "City") intends to institute annexation proceedings for tracts of land described more fully hereinafter (referred to herein as the "subject property");

WHEREAS, *Section 43.056, Loc. Gov't. Code*, requires a service plan be adopted with the annexation ordinance;

WHEREAS, the subject property is not included in the municipal annexation plan and is exempt from the requirements thereof;

WHEREAS, infrastructure provided for herein and that existing are sufficient to service the subject property on the same terms and conditions as other similarly situated properties currently within the City limits and no capital improvements are required to offer municipal services on the same terms and conditions as other similarly situated properties within the City; and

WHEREAS, it is found that all statutory requirements have been satisfied and the City is authorized by *Chapt. 43, Loc. Gov't. Code*, to annex the subject property into the City;

NOW, THEREFORE, the following services will be provided for the subject property on the effective date of annexation:

(1) **General Municipal Services.** Pursuant to the requests of the owner and this Plan, the following services shall be provided immediately from the effective date of the annexation:

A. Police protection as follows:

Routine patrols of areas, radio response to calls for police service and all other police services now being offered to the citizens of the City.

B. Fire protection and Emergency Medical Services as follows:

Fire protection by the present personnel and equipment of the City fire fighting force and the volunteer fire fighting force with the limitations of water available. Radio response for Emergency Medical Services with the present personnel and equipment.

C. Solid waste collection services as follows:

Solid waste collection and services as now being offered to the citizens of the City.

D. Animal control as follows:

Service by present personnel, equipment and facilities or by contract with a third party, as provided within the City.

E. Maintenance of parks and playgrounds within the City.

F. Inspection services in conjunction with building permits and routine City code enforcement services by present personnel, equipment and facilities.

G. Maintenance of other City facilities, buildings and service.

H. Land use regulation as follows:

On the effective date of annexation, the zoning jurisdiction of the City shall be extended to include the annexed area, and the use of all property therein shall be grandfathered; and shall be temporarily zoned "SFR-1-B" with the intent to rezone the subject property upon request of the landowner or staff. The Planning & Zoning Commission and the City Council will consider rezoning the subject property at future times in response to requests submitted by the landowner(s) or authorized city staff.

(2) **Scheduled Municipal Services.** Due to the size and vacancy of the subject property, the plans and schedule for the development of the subject property, the following municipal services will be provided on a schedule and at increasing levels of service as provided in this Plan:

A. Water service and maintenance of water facilities as follows:

(i) Inspection of water distribution lines as provided by statutes of the State of Texas.

(ii) In accordance with the applicable rules and regulations for the provision of water service, water service will be provided to the subjects properties, or applicable portions thereof, by the utility holding a water certificate of convenience and necessity ("CCN") for the subject properties, or portions thereof as applicable, or absent a water CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. If connected to the City's water utility system, the subject properties' owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the subject properties as required in City ordinances. Upon acceptance of the water lines within the subject properties and any off-site improvements, water service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City; subject to all the ordinances, regulations and policies of the City in effect from time to time. The system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for

Exhibit "A"

DESCRIPTION OF THE SUBJECT PROPERTY

4 TRACTS OF LAND +/- 261.17 ACRES

Tract 1: A tract or parcel of land, 127.298 acres more or less, being out of and a part of the Charles Cochran Survey, Abstract 134 in Williamson County, Texas, said 127.298 acres being more particularly described by metes and bounds in **Exhibit "A"** attached hereto and made a part hereof.

Tract 2: Easement Estate: Non-exclusive road easement described as a tract or parcel of land, 6.510 acres more or less, being out of and a part of the Charles Cochran Survey, Abstract 134 in Williamson County, Texas, said 6.510 acres being more particularly described by metes and bounds in **Exhibit "B"** attached hereto and made a part hereof

Tract 3: A tract or parcel of land, 63.649 acres more or less, being out of and a part of the Charles Cochran Survey, Abstract 134 in Williamson County, Texas, said 63.649 acres being more particularly described by metes and bounds in **Exhibit "A"** attached hereto and made a part hereof.

Tract 4: Easement Estate: Non-exclusive road easement described as a tract or parcel of land, 6.510 acres more or less, being out of and a part of the Charles Cochran Survey, Abstract 134 in Williamson County, Texas, said 6.510 acres being more particularly described by metes and bounds in **Exhibit "B"** attached hereto and made a part hereof

Tract 4: A tract or parcel of land, 63.649 acres more or less, being out of and a part of the Charles Cochran Survey, Abstract 134 in Williamson County, Texas, said 63.649 acres being more particularly described by metes and bounds in **Exhibit "A"** attached hereto and made a part hereof.

Tract 5: A tract or parcel of land, 0.203 acres more or less, being out of and a part of the Charles Cochran Survey, Abstract 134 in Williamson County, Texas, said 0.203 acres being more particularly described by metes and bounds in **Exhibit "B"** attached hereto and made a part hereof.

Tract 6: Easement Estate: Non-exclusive road easement described as a tract or parcel of land, 6.510 acres more or less, being out of and a part of the Charles Cochran Survey, Abstract 134 in Williamson County, Texas, said 6.510 acres being more particularly described by metes and bounds in **Exhibit "C"** attached hereto and made a part hereof.

service. The continued use of a water well that is in use on the effective date of the annexation and is in compliance with applicable rules and regulations shall be permitted and such use may continue until the subject properties' owner requests and is able to connect to the City's water utility system.

B. Wastewater service and maintenance of wastewater service as follows:

(i) Inspection of sewer lines as provided by statutes of the State of Texas.

(ii) In accordance with the applicable rules and regulations for the provision of wastewater service, wastewater service will be provided to the subjects properties, or applicable portions thereof, by the utility holding a wastewater CCN for the subject properties, or portions thereof as applicable, or absent a wastewater CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. If connected to the City's wastewater utility system, the subject properties' owner shall construct the internal wastewater lines and pay the costs of line extension and construction of facilities necessary to provide wastewater service to the subject properties as required in City ordinances. Upon acceptance of the wastewater lines within the subject properties and any off-site improvements, wastewater service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations and policies of the City in effect from time to time. The wastewater system will be accepted and maintained by the City in accordance with its usual policies. Requests for new wastewater line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a septic system that is in use on the effective date of the annexation and is in compliance with all applicable rules and regulations shall be permitted and such use may continue until the subject property owner requests and is able to connect to the City's wastewater utility system.

C. Maintenance of streets and rights-of-way as appropriate as follows:

(i) Provide maintenance services on existing public streets within the subject property and other streets that are hereafter constructed and finally accepted by the City. The maintenance of the streets and roads will be limited as follows:

(A) Emergency maintenance of streets, repair of hazardous potholes, measures necessary for traffic flow, etc.; and

(B) Routine maintenance as presently performed by the City.

(ii) The City will maintain existing public streets within the subject property, and following installation and acceptance of new roadways by the City as provided by city ordinance, including any required traffic signals, traffic signs, street markings, other

traffic control devices and street lighting, the City will maintain such newly constructed public streets, roadways and rights-of-way within the boundaries of the subject property, as follows:

(A) As provided in C(i)(A)&(B) above;

(B) Reconstruction and resurfacing of streets, installation of drainage facilities, construction of curbs, gutters and other such major improvements as the need therefore is determined by the governing body under City policies;

(C) Installation and maintenance of traffic signals, traffic signs, street markings and other traffic control devices as the need therefore is established by appropriate study and traffic standards; and

(D) Installation and maintenance of street lighting in accordance with established policies of the City;

(iii) The outer boundaries of the subject property abut existing roadways. The property owner agrees that no improvements are required on such roadways to service the property.

(3) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the effective date of the annexation: None. Upon development of the subject property or redevelopment, the landowner will be responsible for the development costs the same as a developer in a similarly situated area under the ordinances in effect at the time of development or redevelopment. No additional capital improvements are necessary at this time to service the subject property the same as similarly situated properties.

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

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

EXHIBIT A
DEERBROOKE- PUD

1. Base zoning districts:
   A. The base zoning district for the PUD is SF-1-A, SF-2-B, MF-2-A (Multi-Family) as provided in this PUD Plan.

2. PUD Area = 262 Acres

3. The primary use shall be a Single-Family residential development.

4. MAXIMUM UNIT COUNT: The project shall be limited to 750 units.

5. UNIT DISTRIBUTION: The following proportions shall be maintained over the entire project, (though individual sections may not reach similar lot distributions).
   _____ % of the lots shall have minimum dimensions of 80x130
   _____ % of the lots shall have minimum dimensions of 70x130
   _____ % of the lots shall have minimum dimensions of 60x120
   _____ % of the lots may have min. dimensions of 50x110 (Max _____)
   _____ % of the lots may have min. dimensions of 40x100 (Max _____)

6. LIGHTING: Streetlights will be provided.

7. RESIDENTIAL SETBACKS: Front building setbacks shall be a minimum of 18-feet from back of curb. Side building separation shall be a minimum of 10-feet. Eave overhang is not included in calculations for minimum building separation. A minimum of seven-foot clear zone between building roof lines will be provided.

8. SIDEWALKS: Sidewalks are required along all public streets.

9. MASONRY: At least 50% of the exterior surface areas shall be masonry materials (ledge stone, fieldstone, cast stone, painted stucco, non reflective glass façade, glass block, or factory tinted split faced concrete masonry unit). The remaining exterior wall surface shall be comprised of those materials listed above or cementious-fiber products (including plank, shingle, etc). The homes shall substantially conform to the architectural style shown below, otherwise, the Type A architectural component shall apply.

10. GARAGES: Homes will have a minimum of a single car garage with driveways at least 18-feet long and 9- feet wide. Garages will be set back at least 8′ from the PUE or 18′ from the back of curb. Garages may be flush with or behind the primary façade (porches are considered part of the primary façade as long as they are a minimum of seven feet wide).

11. LANDSCAPING: The intent for this development is to save as many of the existing trees as possible. On each lot where native trees are not present or preserved, builder will install (2)-2″ caliper trees and 10 shrubs during the construction of each residential unit. [No additional trees are required to be planted if at least two (2) native trees with a minimum diameter of caliper 4″ are preserved on the lot.]

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF LEANDER, TEXAS, ACCEPTING THE PETITION FOR ANNEXATION OF A 261.17 ACRES, MORE OR LESS, OF LAND LOCATED IN WILLIAMSON COUNTY, TEXAS; SETTING AN ANNEXATION SCHEDULE; PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

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

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

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

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

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

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

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

> All those certain four tracts or parcels of land being 261.17 acres, more or less, located in Williamson County, Texas, and being more particularly shown and described in the Exhibit "A" attached hereto and incorporated herein for all purposes.

Two public hearings are set for the dates of January 15, 2015 and January 29, 2015. Notice of such hearings shall be posted and the hearings shall be open to the public to accept public comment on the annexation request.

Section 3. Severability. Should any section or part of this Resolution be held

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

Section 4. Open Meetings. It is hereby officially found and determined that the meeting at which this Resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't. Code*.

PASSED AND APPROVED this the 20th day of November, 2014.

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

Exhibit "A"

PROPERTY DESCRIPTIONS

Randolph Todd Co., LLC
63.729 Acre Tract
09/10/2014
FN14258-3

METES AND BOUNDS DESCRIPTION

OF A 63.729 ACRE TRACT, MORE OR LESS, OUT OF AND A PART OF THE CHARLES COCHRAN SURVEY, ABSTRACT NO. 134, DESCRIBED AS EXHIBIT "F" IN THE DEED TO MARTHA DELL WEBB EGGERS, MARY KATHLEEN WEBB POOL AND MARGARET LYNN WEBB KEFAUVER, RECORDED IN VOLUME 830, PAGE 313 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A 1/2 INCH IRON ROD FOUND BESIDE A FENCE CORNER POST IN THE SOUTH LINE OF A CALLED 135.70 ACRE TRACT DESCRIBED IN THE DEED TO AUSTIN TRUST COMPANY AND KATHLEEN B. ROGERS, RECORDED IN DOCUMENT NO. 2010065820 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING THE NORTHEAST CORNER OF THE TRACT DESCRIBED IN THE DEED TO THE FRIOU FAMILY TRUST OF 1987, RECORDED IN DOCUMENT NO. 2000023808 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS;

THENCE, S 20°24'51" E, ALONG THE EAST LINE OF SAID FRIOU FAMILY TRUST TRACT AND ALONG THE WEST LINE OF A 10.00 ACRE TRACT DESCRIBED IN THE DEED TO BILLY M. PHILLIPS, DARENDA PHILLIPS AND BRUCE M. PHILLIPS RECORDED IN VOLUME 891, PAGE 396 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, A DISTANCE OF 587.42 FEET TO A 1/2 INCH IRON ROD SET;

THENCE, S 21°01'11" E, CONTINUING ALONG THE EAST LINE OF SAID FRIOU FAMILY TRUST TRACT, A DISTANCE OF 656.90 FEET TO A 1/2 INCH IRON ROD SET WITH A PLASTIC CAP STAMPED 'DODD SURVEYING' IN THE WEST LINE OF A 12.00 ACRE TRACT DESCRIBED IN THE DEED TO JAMES R. AND REBECCA SOUTH RECORDED IN DOCUMENT NO. 199708956 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS;

THENCE, S 20°46'06" E,CONTINUING ALONG SAID EAST LINE, A DISTANCE OF 507.30 FEET TO A 1/2 INCH IRON ROD FOUND FOR THE SOUTHEAST CORNER OF SAID FRIOU FAMILY TRUST TRACT, AND THE NORTHEAST CORNER OF THE TRACT DESCRIBED IN THE DEED TO NEAL DOW CHAPMAN III, CHERILEIGH CHAPMAN BEAUCHAMP, AND MARILEIGH CHAPMAN OLDAG, RECORDED IN DOCUMENT NO. 2004034444 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS;

THENCE, S 22°00'18" E, WITH THE EAST LINE OF SAID CHAPMAN TRACT, A DISTANCE OF 326.93 FEET TO A FENCE POST FOUND FOR CORNER;

THENCE, S 22°21'51" E, ALONG THE EAST LINE OF SAID CHAPMAN TRACT, A DISTANCE OF 609.16 FEET TO A 1/2 INCH IRON ROD SET FOR THE SOUTHEAST CORNER OF SAID CHAPMAN TRACT, THE NORTHEAST CORNER OF SAID EGGERS TRACT, THE NORTHEAST CORNER HEREOF AND **PLACE OF BEGINNING**;

THENCE, ALONG THE WEST LINE OF SAID EGGERS TRACT, THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

1. S 22°02'23" E, A DISTANCE OF 182.84 FEET TO A 1/2 INCH IRON ROD SET;
2. S 22°29'18" E, A DISTANCE OF 145.63 FEET TO A 1/2 INCH IRON ROD SET;
3. S 20°45'11" E, A DISTANCE OF 266.13 FEET TO A FENCE POST FOUND FOR CORNER;
4. S 45°03'37" E, A DISTANCE OF 99.70 FEET TO A 24 INCH CEDAR TREE FOR CORNER;
5. S 21°37'01" E, A DISTANCE OF 252.87 FEET TO A 1/2 INCH IRON ROD FOUND FOR THE SOUTHEAST CORNER OF SAID EGGERS TRACT, AND SOUTHEAST CORNER HEREOF;

THENCE, S 68°41'06" W, WITH THE SOUTH LINE OF SAID EGGERS TRACT, A DISTANCE OF 2988.79 FEET TO A 1/2 INCH IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID EGGERS TRACT, AND SOUTHWEST CORNER HEREOF;

THENCE, N 20°53'22" W, ALONG THE WEST LINE OF SAID EGGERS TRACT, A DISTANCE OF 287.31 FEET TO A 1/2 IRON ROD SET;

THENCE, N 21°18'18" W, A DISTANCE OF 650.60 FEET TO A 1/2 INCH IRON ROD FOUND FOR THE MOST NORTHWESTERLY CORNER OF SAID 63.729 ACRE TRACT;

THENCE, N 68°40'12" E, WITH THE COMMON LINE OF SAID EGGERS TRACT, AND SAID CHAPMAN TRACT, A DISTANCE OF 2942.38 FEET TO THE **PLACE OF BEGINNING** CONTAINING 63.729 ACRES OF LAND, MORE OR LESS.

BEARING BASIS OF THE SURVEY DESCRIBED HEREIN IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD83, TEXAS CENTRAL ZONE, WITH A COMBINED SCALE FACTOR OF 0.999855962 AND THETA ANGLE 01°15'40.94936"

I, FRED L. DODD JR., A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED FROM A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION, AND THAT ALL CORNERS ARE MARKED AS DESCRIBED.

STATE OF TEXAS
REGISTERED
FRED L. DODD, JR.
6392
PROFESSIONAL
LAND SURVEYOR

DATE: 09-10-2014
DODD SURVEYING & MAPPING
PROFESSIONAL SURVEYORS
112 W. PECAN ST.
PFLUGERVILLE, TEXAS 78660

Fred L. Dodd Jr.
FRED L. DODD JR
R.P.L.S. NO. 6392
STATE OF TEXAS

METES AND BOUNDS DESCRIPTION

OF A 63.619 ACRE TRACT, MORE OR LESS, OUT OF AND A PART OF THE CHARLES COCHRAN SURVEY, ABSTRACT NO. 134, DESCRIBED AS EXHIBIT "A" IN THE DEED TO NEAL DOW CHAPMAN III, CHERILEIGH CHAPMAN BEAUCHAMP AND MARILEIGH CHAPMAN OLDAG, RECORDED IN DOCUMENT NO. 2004034444 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A 1/2 INCH IRON ROD FOUND BESIDE A FENCE CORNER POST IN THE SOUTH LINE OF A CALLED 135.70 ACRE TRACT DESCRIBED IN THE DEED TO AUSTIN TRUST COMPANY AND KATHLEEN B. ROGERS, RECORDED IN DOCUMENT NO. 2010065820 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING THE NORTHEAST CORNER OF THE TRACT DESCRIBED IN THE DEED TO THE FRIOU FAMILY TRUST OF 1987, RECORDED IN DOCUMENT NO. 2000023808 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS;

THENCE, S 20°24'51" E, ALONG THE EAST LINE OF SAID FRIOU FAMILY TRUST TRACT AND ALONG THE WEST LINE OF A 10.00 ACRE TRACT DESCRIBED IN THE DEED TO BILLY M. PHILLIPS, DARENDA PHILLIPS AND BRUCE M. PHILLIPS RECORDED IN VOLUME 891, PAGE 396 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, A DISTANCE OF 587.42 FEET TO A 1/2 INCH IRON ROD SET WITH A PLASTIC CAP STAMPED 'DODD SURVEYING';

THENCE, S 21°01'11" E, CONTINUING ALONG SAID EAST LINE OF SAID FRIOU FAMILY TRUST TRACT, A DISTANCE OF 656.90 FEET TO A 1/2 INCH IRON ROD SET WITH A PLASTIC CAP STAMPED 'DODD SURVEYING' IN THE WEST LINE OF A 12.00 ACRE TRACT DESCRIBED IN THE DEED TO JAMES R. AND REBECCA SOUTH RECORDED IN DOCUMENT NO. 199708956 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS;

THENCE, S 20°46'06" E, CONTINUING ALONG SAID EAST LINE, A DISTANCE OF 507.30 FEET TO A 1/2 INCH IRON ROD FOUND FOR THE SOUTHEAST CORNER OF SAID FRIOU FAMILY TRUST TRACT, THE NORTHEAST CORNER OF SAID CHAPMAN TRACT, AND **PLACE OF BEGINNING;**

THENCE, S 22°00'18" E, WITH THE EAST LINE OF SAID 63.619 ACRE TRACT, A DISTANCE OF 326.93 FEET TO A FENCE POST FOUND FOR CORNER;

THENCE, S 22°21'51" E, ALONG THE EAST LINE OF SAID CHAPMAN TRACT, A DISTANCE OF 609.16 FEET TO A 1/2 INCH IRON ROD SET FOR THE SOUTHEAST CORNER HEREOF;

THENCE, S 68°40'12" W, ALONG THE SOUTH LINE OF SAID CHAPMAN TRACT, A DISTANCE OF 2942.38 FEET TO A 5/8 INCH IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID CHAPMAN TRACT, AND SOUTHWEST CORNER HEREOF;

THENCE, ALONG THE WEST LINE OF SAID CHAPMAN TRACT, THE FOLLOWING THREE (3)

COURSES AND DISTANCES:

1. N 21°18'18" W, A DISTANCE OF 291.04 FEET TO A 1/2 INCH IRON ROD SET;
2. N 29°59'48" W, A DISTANCE OF 365.08 FEET TO A 1/2 INCH IRON ROD SET;
3. N 20°28'13" W, A DISTANCE OF 284.05 FEET TO A 1/2 INCH IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID FRIOU FAMILY TRUST TRACT, THE NORTHWEST CORNER OF SAID 63.619 ACRE TRACT, AND NORTHWEST CORNER HEREOF;

THENCE, N 68°40'12" E, WITH THE COMMON LINE OF SAID FRIOU FAMILY TRUST TRACT, AND SAID CHAPMAN TRACT, A DISTANCE OF 2978.16 FEET TO THE **PLACE OF BEGINNING** CONTAINING 63.619 ACRES OF LAND, MORE OR LESS.

BEARING BASIS OF THE SURVEY DESCRIBED HEREIN IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD83, TEXAS CENTRAL ZONE, WITH A COMBINED SCALE FACTOR OF 0.999865962 AND THETA ANGLE 01°15'40.94936"

I, FRED L. DODD JR., A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED FROM A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION, AND THAT ALL CORNERS ARE MARKED AS DESCRIBED.

STATE OF TEXAS
REGISTERED
FRED L. DODD, JR.
6392
PROFESSIONAL
LAND SURVEYOR

DATE: 09-10-2014
DODD SURVEYING & MAPPING
PROFESSIONAL SURVEYORS
112 W. PECAN ST.
PFLUGERVILLE, TEXAS 78660

Fred L. Dodd Jr.
FRED L. DODD JR.
R.P.L.S. NO. 6392
STATE OF TEXAS

METES AND BOUNDS DESCRIPTION

OF A 127.269 ACRE TRACT, MORE OR LESS, OUT OF AND A PART OF THE CHARLES COCHRAN SURVEY, ABSTRACT NO. 134, DESCRIBED AS EXHIBIT "A" IN THE DEED TO THOMAS C. FRIOU INDIVIDUALLY AND AS TRUSTEE OF THE JOHN MASON CHAPMAN TESTAMENTARY TRUST, AND JOHN M. FRIOU AND THOMAS C. FRIOU, CO-TRUSTEES OF THE FRIOU FAMILY TRUSTS OF 1987, UNDER WRITTEN AGREEMENT DATED DECEMBER 28, 1987, RECORDED IN DOCUMENT NO. 2000023808 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON ROD FOUND BESIDE A FENCE CORNER POST IN THE SOUTH LINE OF A CALLED 135.70 ACRE TRACT DESCRIBED IN THE DEED TO AUSTIN TRUST COMPANY AND KATHLEEN B. ROGERS, RECORDED IN DOCUMENT NO. 2010065820 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FOR THE NORTHEAST CORNER OF THE SAID FRIOU FAMILY TRUST TRACT, AND NORTHEAST CORNER HEREOF;

THENCE, S 20°24'51" E, ALONG THE EAST LINE OF SAID FRIOU FAMILY TRUST TRACT AND ALONG THE WEST LINE OF A 10.00 ACRE TRACT DESCRIBED IN THE DEED TO BILLY M. PHILLIPS, DARENDA PHILLIPS AND BRUCE M. PHILLIPS, RECORDED IN VOLUME 891, PAGE 396 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, A DISTANCE OF 587.42 FEET TO A 1/2 INCH IRON ROD SET WITH A PLASTIC CAP STAMPED 'DODD SURVEYING';

THENCE, S 21°01'11" E, CONTINUING ALONG SAID EAST LINE OF SAID FRIOU FAMILY TRUST TRACT, A DISTANCE OF 656.90 FEET TO A 1/2 INCH IRON ROD SET WITH A PLASTIC CAP STAMPED 'DODD SURVEYING' IN THE WEST LINE OF A 12.00 ACRE TRACT DESCRIBED IN THE DEED TO JAMES R. AND REBECCA SOUTH, RECORDED IN DOCUMENT NO. 199708956 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS;

THENCE, S 20°46'06" E, CONTINUING ALONG SAID EAST LINE, A DISTANCE OF 507.30 FEET TO A 1/2 INCH IRON ROD FOUND FOR THE SOUTHEAST CORNER OF SAID FRIOU FAMILY TRUST TRACT, AND SOUTHEAST CORNER HEREOF;

THENCE, S 68°40'12" W, WITH THE SOUTH LINE OF SAID FRIOU FAMILY TRUST TRACT, A DISTANCE OF 2978.16 FEET TO A 1/2 INCH IRON ROD FOUND IN THE EAST LINE OF THE TRACT DESCRIBED AS EXHIBIT "J" IN THE PARTITION DEED, RECORDED IN VOLUME 830, PAGE 313 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS;

THENCE, N 20°28'13" W, A DISTANCE OF 162.68 FEET TO A 1/2 INCH IRON ROD SET WITH PLASTIC CAP STAMPED 'DODD SURVEYING';

THENCE, N 21°59'43" W, A DISTANCE OF 528.97 FEET TO A 1/2 INCH IRON ROD SET WITH PLASTIC CAP STAMPED 'DODD SURVEYING';

THENCE, N 24°14'33" W, A DISTANCE OF 880.09 FEET TO A 1/2 INCH IRON ROD SET WITH PLASTIC CAP STAMPED 'DODD SURVEYING';

THENCE, N 25°48'28" W, A DISTANCE OF 384.91 FEET TO A 1/2 INCH IRON ROD SET WITH PLASTIC CAP STAMPED 'DODD SURVEYING' FOR THE NORTHWEST CORNER OF SAID FRIOU FAMILY TRUST TRACT, AND NORTHWEST CORNER HEREOF;

THENCE, ALONG THE NORTH LINE OF SAID FRIOU FAMILY TRUST TRACT, THE FOLLOWING FOURTEEN (14) COURSES AND DISTANCES:

1. N 71°12'32" E, A DISTANCE OF 354.67 FEET TO A 1/2 INCH IRON ROD SET;
2. N 73°58'27" E, A DISTANCE OF 227.26 FEET TO A 1/2 INCH IRON ROD SET;
3. N 72°41'57" E, A DISTANCE OF 215.41 FEET TO A 1/2 INCH IRON ROD SET;
4. N 72°02'52" E, A DISTANCE OF 249.11 FEET TO A 1/2 INCH IRON ROD SET;
5. N 72°40'17" E, A DISTANCE OF 214.46 FEET TO A 1/2 INCH IRON ROD SET;
6. N 69°21'02" E, A DISTANCE OF 171.15 FEET TO A 1/2 INCH IRON ROD SET;
7. N 73°50'02" E, A DISTANCE OF 305.64 FEET TO A 1/2 INCH IRON ROD SET;
8. N 74°11'07" E, A DISTANCE OF 292.97 FEET TO A 1/2 INCH IRON ROD SET;
9. N 72°48'02" E, A DISTANCE OF 31.90 FEET TO A 1/2 INCH IRON ROD SET;
10. S 62°36'03" E, A DISTANCE OF 77.57 FEET TO A 1/2 INCH IRON ROD SET;
11. N 74°28'27" E, A DISTANCE OF 49.28 FEET TO A 1/2 INCH IRON ROD SET;
12. N 68°58'22" E, A DISTANCE OF 456.65 FEET TO A 1/2 INCH IRON ROD SET;
13. N 68°17'23" E, A DISTANCE OF 289.61 FEET TO A 1/2 INCH IRON ROD FOUND;
14. N 67°50'10" E, A DISTANCE OF 171.06 FEET TO THE **PLACE OF BEGINNING,** AND CONTAINING 127.269 ACRES OF LAND, MORE OR LESS.

BEARING BASIS OF THE SURVEY DESCRIBED HEREIN IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD83, TEXAS CENTRAL ZONE, WITH A COMBINED SCALE FACTOR OF 0.999855962 AND THETA ANGLE 01°15'40.94936".

I, FRED L. DODD JR., A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED FROM A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION, AND THAT ALL CORNERS ARE MARKED AS DESCRIBED.

DATE: 09-10-2014
DODD SURVEYING & MAPPING
PROFESSIONAL SURVEYORS
112 W. PECAN ST.
PFLUGERVILLE, TEXAS 78660

STATE OF TEXAS
REGISTERED
FRED L. DODD, JR.
6392
PROFESSIONAL
LAND SURVEYOR

FRED L. DODD JR.
R.P.L.S. NO. 6392
STATE OF TEXAS

METES AND BOUNDS DESCRIPTION

OF A 6.553 ACRE TRACT, MORE OR LESS, OUT OF AND A PART OF THE CHARLES COCHRAN SURVEY, ABSTRACT NO. 134, BEING THE SAME TRACT CALLED 6.510 ACRES AND DESCRIBED AS EXHIBIT "J" IN THE PARTITION DEED TO JOE GIDDENS, INDIVIDUALLY AND AS INDEPENDENT EXECUTOR OF THE ESTATE OF W.C. PERKINS, DECEASED, LORENA WATTS, INDIVIDUALLY AND AS EXECUTRIX OF THE ESTATE OF W.C. PERKINS, DECEASED, BERNICE L. GIDDENS, EDGAR CLIDE PERKINS, MARY FRANKLIN FRIOU, JOHN MASON CHAPMAN, N. DOW CHAPMAN, MARTHA DELL WEBB EGGERS, MARY KATHLEEN WEBB POOL, AND MARGARET LYNN WEBB KEFAUVER, RECORDED IN VOLUME 830, PAGE 313 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON PIPE FOUND FOR THE NORTHWEST CORNER OF GIDDENS TRACT AND NORTHWEST CORNER HEREOF;

THENCE, S 71°12'32" W, ALONG THE NORTH LINE OF SAID GIDDENS TRACT, A DISTANCE OF 50.52 FEET TO A 1/2 INCH IRON ROD SET FOR THE NORTHWEST CORNER OF THE TRACT DESCRIBED IN THE DEED TO THE FRIOU FAMILY TRUST OF 1987, RECORDED IN DOCUMENT NO. 2000023808 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS;

THENCE, ALONG THE WEST LINE OF SAID FRIOU FAMILY TRUST TRACT, THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

1. S 25°48'28" E, ALONG THE WEST LINE OF SAID FRIOU TRACT, A DISTANCE OF 384.91 FEET TO A 1/2 INCH IRON ROD SET;
2. S 24°14'33" E, CONTINUING ALONG SAID FRIOU FAMILY TRUST TRACT, A DISTANCE OF 880.09 FEET TO A 1/2 INCH IRON ROD SET;
3. S 21°59'43" E, A DISTANCE OF 528.97 FEET TO A 1/2 INCH IRON ROD SET;
4. S 20°28'13" E, A DISTANCE OF 162.68 FEET TO A 1/2 INCH IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID FRIOU TRACT, ALSO BEING THE NORTHWEST CORNER OF THE TRACT DESCRIBED IN THE DEED TO NEAL DOW CHAPMAN III, CHERILEIGH CHAPMAN BEAUCHAMP AND MARILEIGH CHAPMAN OLDAG, RECORDED IN DOCUMENT NO. 2004034444 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS;

THENCE, ALONG THE WEST LINE OF SAID CHAPMAN TRACT THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1. S 20°28'13" E, A DISTANCE OF 284.05 FEET TO A 1/2 INCH IRON ROD SET;
2. S 29°59'48" E, A DISTANCE OF 365.08 FEET TO A 1/2 INCH IRON ROD SET;
3. S 21°18'18" E, A DISTANCE OF 291.04 FEET TO A 5/8 INCH IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID CHAPMAN TRACT ALSO BEING THE

NORTHWEST CORNER OF THE TRACT DESCRIBED IN THE DEED TO MARTHA DELL WEBB EGGERS, MARY KATHLEEN WEBB POOL AND MARGARET LYNN WEBB KEFAUVER, RECORDED IN VOLUME 830, PAGE 313 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS;

THENCE, S 21°18'18" E, ALONG THE WEST LINE OF SAID EGGERS TRACT, A DISTANCE OF 650.60 FEET TO A 1/2 IRON ROD SET;

THENCE, S 20°53'22" E, A DISTANCE OF 287.31 FEET TO A 1/2 INCH IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID EGGERS TRACT ALSO BEING THE NORTHWEST CORNER OF THE TRACT DESCRIBED IN THE DEED TO THE LEANDER INDEPENDENT SCHOOL DISTRICT, RECORDED IN DOCUMENT NO. 2008086829 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS;

THENCE, ALONG THE WEST LINE OF SAID LEANDER INDEPENDENT SCHOOL DISTRICT TRACT, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1. S 20°59'04" E, A DISTANCE OF 1003.22 FEET TO A 1/2 INCH IRON ROD SET;
2. S 70°06'51" W, A DISTANCE OF 637.46 FEET TO A 1/2 INCH IRON ROD SET;
3. S 79°08'31" W, A DISTANCE OF 226.40 FEET TO A 1/2 INCH IRON ROD FOUND IN THE NORTHEAST RIGHT-OF-WAY OF BAGDAD ROAD (RIGHT-OF-WAY VARIES);

THENCE, N 38°11'44" W, WITH THE NORTHEAST RIGHT-OF-WAY OF SAID BAGDAD ROAD, A DISTANCE OF 56.29 FEET TO A 1/2 INCH IRON ROD SET;

THENCE, ALONG THE WEST LINE OF SAID 6.510 ACRE TRACT, THE FOLLOWING TWELVE (12) COURSES AND DISTANCES:

1. N 77°47'36" E, A DISTANCE OF 242.50 FEET TO A 1/2 INCH IRON ROD SET;
2. S 28°41'59" E, A DISTANCE OF 6.64 FEET TO A 1/2 INCH IRON ROD SET;
3. N 70°06'51" E, A DISTANCE OF 586.46 FEET TO A 1/2 INCH IRON ROD FOUND;
4. N 21°01'25" W, A DISTANCE OF 1408.79 FEET TO A 1/2 INCH IRON ROD FOUND;
5. N 21°16'44" W, A DISTANCE OF 766.74 FEET TO A 1/2 INCH IRON ROD SET;
6. N 29°16'54" W, A DISTANCE OF 93.13 FEET TO A 1/2 INCH IRON ROD SET;
7. N 30°14'04" W, A DISTANCE OF 281.13 FEET TO A 1/2 INCH IRON ROD FOUND;
8. N 19°52'09" W, A DISTANCE OF 117.50 FEET TO A 1/2 INCH IRON ROD SET;
9. N 20°27'54" W, A DISTANCE OF 325.40 FEET TO A 1/2 INCH IRON ROD SET;
10. N 21°59'40" W, A DISTANCE OF 524.82 FEET TO A 1/2 INCH IRON ROD FOUND;
11. N 24°13'41" W, A DISTANCE OF 880.92 FEET TO A 1/2 INCH IRON ROD SET;
12. N 25°48'09" W, A DISTANCE OF 390.62 FEET TO THE **PLACE OF BEGINNING,** AND CONTAINING 6.553 ACRES OF LAND, MORE OR LESS.

BEARING BASIS OF THE SURVEY DESCRIBED HEREIN IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD83, TEXAS CENTRAL ZONE, WITH A COMBINED SCALE FACTOR OF 0.999855962 AND THETA ANGLE 01°15'40.94936".

I, FRED L. DODD JR., A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED FROM A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION, AND THAT ALL CORNERS ARE MARKED AS DESCRIBED.

STATE OF TEXAS
REGISTERED
FRED L. DODD, JR.
6392
PROFESSIONAL
LAND SURVEYOR

DATE: 09-10-2014
DODD SURVEYING & MAPPING
PROFESSIONAL SURVEYORS
112 W. PECAN ST.
PFLUGERVILLE, TEXAS 78660

Fred L. Dodd Jr.
FRED L. DODD JR.
R.P.L.S. NO. 6392
STATE OF TEXAS

Exhibit "B"

MUNICIPAL SERVICES PLAN FOR PROPERTY TO BE ANNEXED INTO THE CITY OF LEANDER

WHEREAS, the City of Leander, Texas (the "City") intends to institute annexation proceedings for a tract of land described more fully hereinafter (referred to herein as the "subject property");

WHEREAS, *Section 43.056, Loc. Gov't. Code*, requires a service plan be adopted with the annexation ordinance;

WHEREAS, the subject property is not included in the municipal annexation plan and is exempt from the requirements thereof;

WHEREAS, infrastructure provided for herein and that existing are sufficient to service the subject property on the same terms and conditions as other similarly situated properties currently within the City limits and no capital improvements are required to offer municipal services on the same terms and conditions as other similarly situated properties within the City; and

WHEREAS, it is found that all statutory requirements have been satisfied and the City is authorized by *Chapt. 43, Loc. Gov't. Code*, to annex the subject property into the City;

NOW, THEREFORE, the following services will be provided for the subject property on the effective date of annexation:

(1) **General Municipal Services.** Pursuant to the requests of the owner and this Plan, the following services shall be provided immediately from the effective date of the annexation:

A. Police protection as follows:

Routine patrols of areas, radio response to calls for police service and all other police services now being offered to the citizens of the City.

B. Fire protection and Emergency Medical Services as follows:

Fire protection by the present personnel and equipment of the City fire fighting force and the volunteer fire fighting force with the limitations of water available. Radio response for Emergency Medical Services with the present personnel and equipment.

C. Solid waste collection services as follows:

Solid waste collection and services as now being offered to the citizens of the City.

D. Animal control as follows:

Service by present personnel, equipment and facilities or by contract with a third party, as provided within the City.

E. Maintenance of parks and playgrounds within the City.

F. Inspection services in conjunction with building permits and routine City code enforcement services by present personnel, equipment and facilities.

G. Maintenance of other City facilities, buildings and service.

H. Land use regulation as follows:

On the effective date of annexation, the zoning jurisdiction of the City shall be extended to include the annexed area, and the use of all property therein shall be grandfathered; and shall be temporarily zoned "SFR-1-B" with the intent to rezone the subject property upon request of the landowner or staff. The Planning & Zoning Commission and the City Council will consider rezoning the subject property at future times in response to requests submitted by the landowner(s) or authorized city staff.

(2) **Scheduled Municipal Services.** Due to the size and vacancy of the subject property, the plans and schedule for the development of the subject property, the following municipal services will be provided on a schedule and at increasing levels of service as provided in this Plan:

A. Water service and maintenance of water facilities as follows:

(i) Inspection of water distribution lines as provided by statutes of the State of Texas.

(ii) In accordance with the applicable rules and regulations for the provision of water service, water service will be provided to the subjects properties, or applicable portions thereof, by the utility holding a water certificate of convenience and necessity ("CCN") for the subject properties, or portions thereof as applicable, or absent a water CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. If connected to the City's water utility system, the subject properties' owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the subject properties as required in City ordinances. Upon acceptance of the water lines within the subject properties and any off-site improvements, water service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City; subject to all the ordinances, regulations and policies of the City in effect from time to time. The system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies.

New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a water well that is in use on the effective date of the annexation and is in compliance with applicable rules and regulations shall be permitted and such use may continue until the subject properties' owner requests and is able to connect to the City's water utility system.

B. Wastewater service and maintenance of wastewater service as follows:

(i) Inspection of sewer lines as provided by statutes of the State of Texas.

(ii) In accordance with the applicable rules and regulations for the provision of wastewater service, wastewater service will be provided to the subjects properties, or applicable portions thereof, by the utility holding a wastewater CCN for the subject properties, or portions thereof as applicable, or absent a wastewater CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. If connected to the City's wastewater utility system, the subject properties' owner shall construct the internal wastewater lines and pay the costs of line extension and construction of facilities necessary to provide wastewater service to the subject properties as required in City ordinances. Upon acceptance of the wastewater lines within the subject properties and any off-site improvements, wastewater service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations and policies of the City in effect from time to time. The wastewater system will be accepted and maintained by the City in accordance with its usual policies. Requests for new wastewater line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a septic system that is in use on the effective date of the annexation and is in compliance with all applicable rules and regulations shall be permitted and such use may continue until the subject property owner requests and is able to connect to the City's wastewater utility system.

C. Maintenance of streets and rights-of-way as appropriate as follows:

(i) Provide maintenance services on existing public streets within the subject property and other streets that are hereafter constructed and finally accepted by the City. The maintenance of the streets and roads will be limited as follows:

(A) Emergency maintenance of streets, repair of hazardous potholes, measures necessary for traffic flow, etc.; and

(B) Routine maintenance as presently performed by the City.

(ii) The City will maintain existing public streets within the subject property, and following installation and acceptance of new roadways by the City as provided by city ordinance, including any required traffic signals, traffic signs, street markings, other traffic control devices and street lighting, the City will maintain such newly constructed public streets, roadways and rights-of-way within the boundaries of the subject property, as follows:

(A) As provided in C(i)(A)&(B) above;

(B) Reconstruction and resurfacing of streets, installation of drainage facilities, construction of curbs, gutters and other such major improvements as the need therefore is determined by the governing body under City policies;

(C) Installation and maintenance of traffic signals, traffic signs, street markings and other traffic control devices as the need therefore is established by appropriate study and traffic standards; and

(D) Installation and maintenance of street lighting in accordance with established policies of the City;

(iii) The outer boundaries of the subject property abut existing roadways. The property owner agrees that no improvements are required on such roadways to service the property.

(3) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the effective date of the annexation: None. Upon development of the subject property or redevelopment, the landowner will be responsible for the development costs the same as a developer in a similarly situated area under the ordinances in effect at the time of development or redevelopment. No additional capital improvements are necessary at this time to service the subject property the same as similarly situated properties.

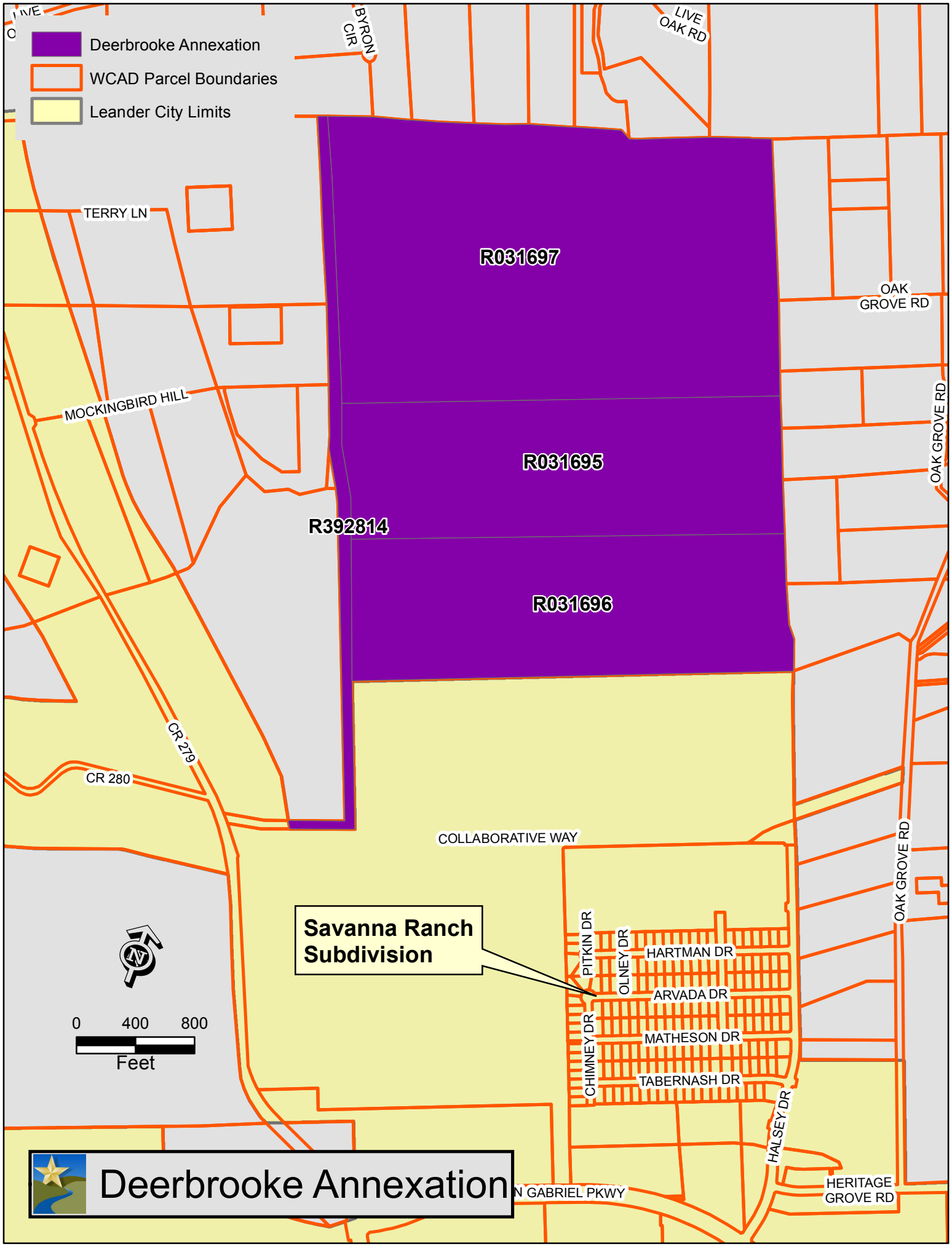
(4) **Term.** If not previously expired, this service plan expires at the end of ten (10) years.

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

SCHEDULE FOR VOLUNTARY ANNEXATION
DEERBROOKE SUBDIVISION +/- 261.17 ACRES

DATE	ACTION/EVENT	LEGAL AUTHORITY
November 20, 2014	**COUNCIL BY WRITTEN RESOLUTION** Directs notification to land owners; and sets two (2) Public Hearings **January 15, 2015 and January 29, 2015**; Council directs development of service plan for area to be annexed.	Loc. Gov't Code, §§ 43.063 & 43.065; Public Hearings: are on or after the 40th day but before 20th day before institution of proceedings.
By December 15, 2014	**NOTICE TO** property owners & utility providers	Loc. Gov't Code § 43.062(a)
December 31, 2014** Publish notice of First Public Hearing and send school district notice **January 14, 2015**** Publish notice of Second Public Hearings	**NEWSPAPER NOTICES** RE: FIRST AND SECOND PUBLIC HEARINGS; (If applicable, certified Notice to Railroad). POST NOTICE OF HEARINGS ON CITY'S WEBSITE AND MAINTAIN UNTIL HEARINGS COMPLETE **SCHOOL DISTRICT NOTICE** (notify each school district of possible impact w/in the period prescribed for publishing the notice of the First Public Hearing.)	Not less than 10 days nor more than 20 days before 1st and 2nd public hearings. Loc. Gov't Code, §43.063 (c). Loc. Gov't Code § 43.905; send school district notice not less than 10 days nor more than 20 days before the First Public Hearing.
Ten days after the date the first notice of Public Hearing is published	LAST DAY FOR SUBMISSION OF WRITTEN PROTEST BY RESIDENTS (10 days after first newspaper notice)	Site hearing required if 10% of adult residents of tracts protest within 10 days after 1st newspaper notice. Loc. Gov't Code, § 43.063 (b)
January 15, 2015*	**1st PUBLIC HEARING** AND PRESENT SERVICE PLAN (Not more than 40 days before the 1st reading of ordinance) *REGULAR MEETING*	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.063(a) & 43.065.
January 29, 2015*	**2nd PUBLIC HEARING** AND PRESENT SERVICE PLAN (At least 20 days before 1st reading of ordinance.) *REGULAR MEETING*	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.063(a) & 43.065.
Institution Date **February 19, 2015***	**FIRST READING** OF ORDINANCE *REGULAR MEETING*	Date of institution of proceedings. Not less than 20 days from the second public hearing nor more than 40 days from the first public hearing.
March 5, 2015; Or at a special called meeting after the 1st First Reading	**SECOND-FINAL READING** OF ORDINANCE *REGULAR MEETING*	Not more than 90 days after 1st reading of Ordinance § 43.064.
Within 30 days of Second Reading	**CITY SENDS COPY OF MAP** showing boundary changes to County Voter Registrar in a format that is compatible with mapping format used by registrar	Elec. Code §42.0615
Within 60 days of Second Reading	**CITY PROVIDES CERTIFIED COPY OF ORDINANCE AND MAPS TO:** 1. County Clerk 2. County Appraisal District 3. County Tax Assessor Collector 4. 911 Addressing 5. Sheriff's Office 6. City Department Heads 7. State Comptroller 8. Franchise Holders	

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


Deerbrooke Annexation
WCAD Parcel Boundaries
Leander City Limits
BYRON CIR
LIVE OAK RD
TERRY LN
R031697
OAK GROVE RD
MOCKINGBIRD HILL
R031695
OAK GROVE RD
R392814
R031696
CR 279
CR 280
COLLABORATIVE WAY
OAK GROVE RD
Savanna Ranch Subdivision
PITKIN DR
OLNEY DR
HARTMAN DR
ARVADA DR
CHIMNEY DR
MATHESON DR
TABERNASH DR
HALSEY DR
0 400 800
Feet
Deerbrooke Annexation
N GABRIEL PKWY
HERITAGE GROVE RD

AGENDA ITEM # 28

Executive Summary

November 20, 2014

Agenda Subject: A Resolution of the City of Leander, Texas, accepting a petition for annexation of approximately 153.256 acres of land located in Williamson County, Texas; setting an annexation schedule; providing for open meetings and other related matters.

Background: The resolution accepts the petition for voluntary annexation for the tracts of land as shown on the attached maps. The properties include seven tracts of land totaling approximately 153.256 acres along Ronald W. Reagan Blvd. south of Highway 29 at the intersection of Kaufman Loop. The resolution sets the two public hearings for January 15, 2015 and January 29, 2015. The first reading of the ordinance is scheduled for February 19, 2015 and the second and final reading is scheduled for March 5, 2015.

Origination: Applicants

Recommendation: Staff recommends approving the resolution

Attachments:

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

Prepared by: Tom Yantis, AICP
Assistant City Manager

11/12/2014

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF LEANDER, TEXAS, ACCEPTING THE PETITION FOR ANNEXATION OF A 153.256, MORE OR LESS, ACRES LAND LOCATED IN WILLIAMSON COUNTY, TEXAS; SETTING AN ANNEXATION SCHEDULE; PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

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

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

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

WHEREAS, the petitioner has agreed and consented to the annexation of the subject property by the City and further agreed to be bound by all acts, ordinances, and all other legal action now in force and effect within the corporate limits of the City and all those which may be hereafter adopted, as modified by that certain Agreement Regarding Consent To Creation Of Municipal Utility Districts And Development Of The Wedemeyer Ranch between the City, Barkley Wedemeyer ("Wedemeyer"), and Leander Municipal Utility Districts Nos. 1, 2, and 3 (the "MUDS") signed by the City on December 30, 2008 and by Wedemeyer on December 5, 2008, as it may be amended from time to time (the "Development Agreement");

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

Section 1. <u>Findings.</u> 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. <u>Proceedings</u>. The petition for annexation of the following property, including the abutting streets, roadways, and rights of way, not previously annexed into the City and the draft services plan shown in Exhibit "B", submitted by Petitioner, are hereby accepted:

> All those certain tracts or parcels of land being 153.256 acres, more or less, located in Williamson County, Texas, and being more particularly shown and described in the Exhibit "A" attached hereto and incorporated herein for all purposes.

Two public hearings are set for the dates of January 15, 2015 and January 29, 2015. Notice of such hearings shall be posted and the hearings shall be open to the public to accept public comment on

the annexation request.

Section 3. <u>Severability</u>. Should any section or part of this Resolution be held unconstitutional, illegal, or invalid, or the application to any person or circumstance thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this Resolution are declared to be severable.

Section 4. <u>Open Meetings</u>. It is hereby officially found and determined that the meeting at which this Resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't. Code*.

PASSED AND APPROVED this the 20th day of November, 2015.

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

Exhibit "A"

PROPERTY DESCRIPTIONS

Exhibit "B"

MUNICIPAL SERVICES PLAN
FOR PROPERTY TO BE
ANNEXED INTO THE CITY OF LEANDER

WHEREAS, the City of Leander, Texas (the "City") intends to institute annexation proceedings for tracts of land described more fully hereinafter (referred to herein as the "subject property");

WHEREAS, *Section 43.056, Loc. Gov't. Code*, requires a service plan be adopted with the annexation ordinance;

WHEREAS, the subject property is not included in the municipal annexation plan and is exempt from the requirements thereof;

WHEREAS, the subject property is subject to that certain Agreement Regarding Consent To Creation Of Municipal Utility Districts And Development Of The Wedemeyer Ranch between the City, Barkley Wedemeyer ("Wedemeyer"), and Leander Municipal Utility Districts Nos. 1, 2, and 3 (the "MUDS") signed by the City on December 30, 2008 and by Wedemeyer on December 5, 2008, and subsequent amendments (the "Consent Agreement");

WHEREAS, the City and Wedemeyer are parties to that certain Memorandum of Agreement dated February 6, 2014, amended on May 15, 2014 and as it may be subsequently amended, providing for the City and the District to construct certain water infrastructure to provide water to the subject property and the rest of the Wedemeyer development (the "MOA");

WHEREAS, infrastructure provided for herein and that are existing are sufficient to service the subject property on the same terms and conditions as other similarly situated properties currently within the City limits and no capital improvements are required to offer municipal services on the same terms and conditions as other similarly situated properties within the City; and

WHEREAS, it is found that all statutory requirements have been satisfied and the City is authorized by *Chapt. 43, Loc. Gov't. Code*, to annex the subject property into the City;

NOW, THEREFORE, the following services will be provided for the subject property on the effective date of annexation:

(1) **General Municipal Services.** Pursuant to the requests of the owner and this Plan, the following services shall be provided immediately from the effective date of the annexation:

A. Police protection as follows:

Routine patrols of areas, radio response to calls for police service and all other police services now being offered to the citizens of the City.

B. Fire protection and Emergency Medical Services as follows:

Fire protection by the present personnel and equipment of the City fire fighting force and the volunteer fire fighting force with the limitations of water available. Radio response for Emergency Medical Services with the present personnel and equipment.

C. Solid waste collection services as follows:

Solid waste collection and services as now being offered to the citizens of the City.

D. Animal control as follows:

Service by present personnel, equipment and facilities or by contract with a third party, as provided within the City.

E. Maintenance of parks and playgrounds within the City.

F. Inspection services in conjunction with building permits and routine City code enforcement services by present personnel, equipment and facilities.

G. Maintenance of other City facilities, buildings and service.

H. Land use regulation as follows:

On the effective date of annexation, the zoning jurisdiction of the City shall be extended to include the annexed area, and the use of all property therein shall be grandfathered; and shall be temporarily zoned "SFR-1-B" with the intent to rezone the subject property upon request of the landowner or staff; provided that until zoning of the subject property is established by ordinance after annexation, the subject property shall be entitled to developed with mixed uses that include commercial and multi-family uses as provided in the Consent Agreement. The Planning & Zoning Commission and the City Council will consider rezoning the subject property at future times in response to requests submitted by the landowner(s) or authorized city staff. It is the City Council's intent to zone the subject property at the Owner's request in a manner that is not inconsistent with the uses as provided in the Consent Agreement.

(2) **Scheduled Municipal Services.** Due to the size and vacancy of the subject property, the plans and schedule for the development of the subject property, the following municipal services will be provided on a schedule and at increasing levels of service as provided in this Plan:

A. Water service and maintenance of water facilities as follows:

(i) Inspection of water distribution lines as provided by statutes of the State of Texas.

(ii) In accordance with the applicable rules and regulations for the provision of water service, water service will be by the City in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. The subject properties' owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the subject properties as required in City ordinances, except as otherwise provided in the MOA. Upon acceptance of the water lines within the subject properties and any off-site improvements, water service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City; subject to all the ordinances, regulations and policies of the City in effect from time to time. The system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for service.

B. Wastewater service and maintenance of wastewater service as follows:

(i) Inspection of sewer lines as provided by statutes of the State of Texas.

(ii) (A) Wastewater service will be provided by the Developer of the subject property and/or the MUD's in accordance with the Consent Agreement and applicable ordinances, regulations and policies of the City and State of Texas in effect from time to time, until such time that the wastewater treatment facilities constructed pursuant to the Consent Agreement are conveyed to the City.

(B) At such time that the wastewater treatment facilities are conveyed to the City, wastewater service shall be provided to the subject property as set forth in this section. Wastewater service will be provided to the subject property, or applicable portions thereof, by the City in accordance the applicable ordinances, rules and regulations for the provision of wastewater service, and subject to the terms of any wholesale wastewater service agreements that may apply to the subject property. Future requests for the provision of wastewater services by the City shall be in accordance with all the ordinances, regulations, wholesale wastewater service agreements, and policies of the City in effect from time to time for the extension of wastewater service. If connected to the City's wastewater utility system, the subject properties' owner shall construct the internal wastewater lines and pay the costs of line extension and construction of facilities necessary to provide wastewater service to the subject properties as required in City ordinances or applicable wholesale wastewater service agreements. Upon acceptance of the wastewater lines within the subject properties and any off-site improvements, wastewater service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations, wholesale wastewater service agreements, and policies of the City in effect from time to

time. The wastewater system will be accepted and maintained by the City in accordance with its usual policies applicable to the service area in which the subject property is located. Requests for new wastewater line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances in effect at the time a request for service is submitted shall govern the costs and request for service. In the event of a conflict between this Municipal Services Plan and the Consent Agreement or the MOA, the Consent Agreement or the MOA, as appropriate, shall govern.

C. Maintenance of streets and rights-of-way as appropriate as follows:

(i) Provide maintenance services on existing public streets within the subject property and other streets that are hereafter constructed and finally accepted by the City. The maintenance of the streets and roads will be limited as follows:

(A) Emergency maintenance of streets, repair of hazardous potholes, measures necessary for traffic flow, etc.; and

(B) Routine maintenance as presently performed by the City.

(ii) The City will maintain existing public streets within the subject property, and following installation and acceptance of new roadways by the City as provided by city ordinance, including any required traffic signals, traffic signs, street markings, other traffic control devices and street lighting, the City will maintain such newly constructed public streets, roadways and rights-of-way within the boundaries of the subject property, as follows:

(A) As provided in C(i)(A)&(B) above;

(B) Reconstruction and resurfacing of streets, installation of drainage facilities, construction of curbs, gutters and other such major improvements as the need therefore is determined by the governing body under City policies;

(C) Installation and maintenance of traffic signals, traffic signs, street markings and other traffic control devices as the need therefore is established by appropriate study and traffic standards; and

(D) Installation and maintenance of street lighting in accordance with established policies of the City;

(iii) The outer boundaries of the subject property abut existing roadways. The property owner agrees that no improvements are required on such roadways to service the property.

(3) **Capital Improvements.** Construction of the following capital improvements shall be initiated

after the effective date of the annexation: The capital improvements planned for the subject property are set forth in the Consent Agreement and the MOA.

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

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

(6) **MOA and Consent Agreement Controlling.** In the event of any conflict between this Municipal Services Plan and the Consent Agreement or the MOA, as applicable, the Consent Agreement or MOA, as appropriate, will control.

FIELD NOTES

BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE GREENLIEF FISK SURVEY, ABSTRACT NUMBER 5, SITUATED IN WILLIAMSON COUNTY, TEXAS, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS BEING ALL OF THAT CERTAIN 21.6903 ACRE TRACT OF LAND DESCRIBED IN A DEED TO HOWARD BARKLEY WEDEMEYER, RECORDED IN VOLUME 343, PAGE 553 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID TRACT BEING 21.690 ACRES OF LAND, MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, at a capped iron rod found, at the northwestern corner of a 3.185 acre tract of land (proposed Kauffman Loop) recorded in Document No. 2007038407 (Exhibit A) of the Official Public Records of Williamson County, Texas (O.P.R.W.C.TX), said point also being located on the eastern right-of-way line of a 34.750 acre tract of land (proposed Parmer Lane right-of-way), recorded in Document No. 2004039669 (tract 1) of the O.P.R.W.C.TX., for the **POINT OF COMMENCEMENT** of the herein described tract of land,

THENCE, with the eastern right-of-way line of said proposed Parmer Lane, the following five (5) courses and distances, numbered 1 through 5,

1. N16°00'38"W, a distance of 41.64 feet to an iron rod found,
2. N07°06'55"W, a distance of 593.65 feet to a capped iron rod found,
3. N37°40'23"E, a distance of 45.80 feet to a capped iron rod found,
4. N84°23'25"E, a distance of 118.95 feet to a capped iron rod found, and
5. S84°13'17"E, a distance of 94.79 feet to a capped iron rod found, said point also being the easternmost north-east corner of a 1.062 acre tract of land recorded in Document No. 2004039669 (tract 3) of the O.P.R.W.C.TX., said point also being on the southern right-of-way of County Road 268,

THENCE, leaving the eastern right-of-way line of said proposed Parmer Lane, and with the northerly line of said 1.062 acre tract of land, N45°18'23"W, a distance of 123.80 feet to a capped iron rod set, also being on the northerly right-of-way of County Road 268, for a southwest corner and the **POINT OF BEGINNING** of the herein described tract,

THENCE, with the northerly right-of-way of said County Road 268, the following two (2) courses and distances, numbered 1 and 2,

1. N64°16'46"W, a distance of 93.40 feet to a point and,
2. N58°23'45"W, a distance of 90.93 feet to a capped iron rod found,

THENCE, with the east line of said proposed Parmer Lane, N05°00'42"W, a distance of 380.28 feet to a capped iron rod found, for the northwest corner of the herein described tract, said point also being the northeast corner of said proposed Parmer Lane, and also being located on the northerly boundary line of said Wedemeyer tract, said point also being on the southerly boundary line of a tract of land conveyed to Donald W. Starks by Document No. 2003040898 of the O.P.R.W.C.TX.,

THENCE, with the northerly line of said Wedemeyer tract and the southerly line of said Starks tract, and a south line of a 30.3 acre tract of land of land conveyed to Virginia C. Dipprey by Document No. 9874063 of the O.P.R.W.C.TX., N71°53'52"E, a distance of 1055.61 feet to an iron rod found, also being a western interior ell corner of said 30.3 acre tract,

THENCE, leaving the northerly line and continuing with the eastern boundary line of said Wedemeyer tract and with westerly boundary line of said 30.3 acre tract, S20°41'03"E, a distance of 1191.56 feet to a capped iron rod set, at a found fence corner, said point also being the on the northern right-of-way line of said County Road 268,

THENCE, with the northern right-of-way line of said County Road 268, the following twelve (12) courses and distances, numbered 1 through 12,

1. N80°04'08"W, a distance of 299.96 feet to a point,
2. N79°22'38"W, a distance of 126.99 feet to a point,
3. N78°07'28"W, a distance of 75.47 feet to a point,
4. N76°52'52"W, a distance of 91.20 feet to a point,
5. N74°55'42"W, a distance of 100.11 feet to a point,
6. N73°43'40"W, a distance of 74.91 feet to a point,
7. N72°39'45"W, a distance of 116.31 feet to a point,
8. N72°53'21"W, a distance of 72.29 feet to a point,
9. N71°45'21"W, a distance of 147.06 feet to a point,
10. N72°50'18"W, a distance of 44.60 feet to a point,
11. N70°20'08"W, a distance of 41.72 feet to a point and
12. N67°06'01"W, a distance of 82.73 feet to the **POINT OF BEGINNING**, and containing 21.690 acres of land.

Surveyed by: 25 Jun 2014

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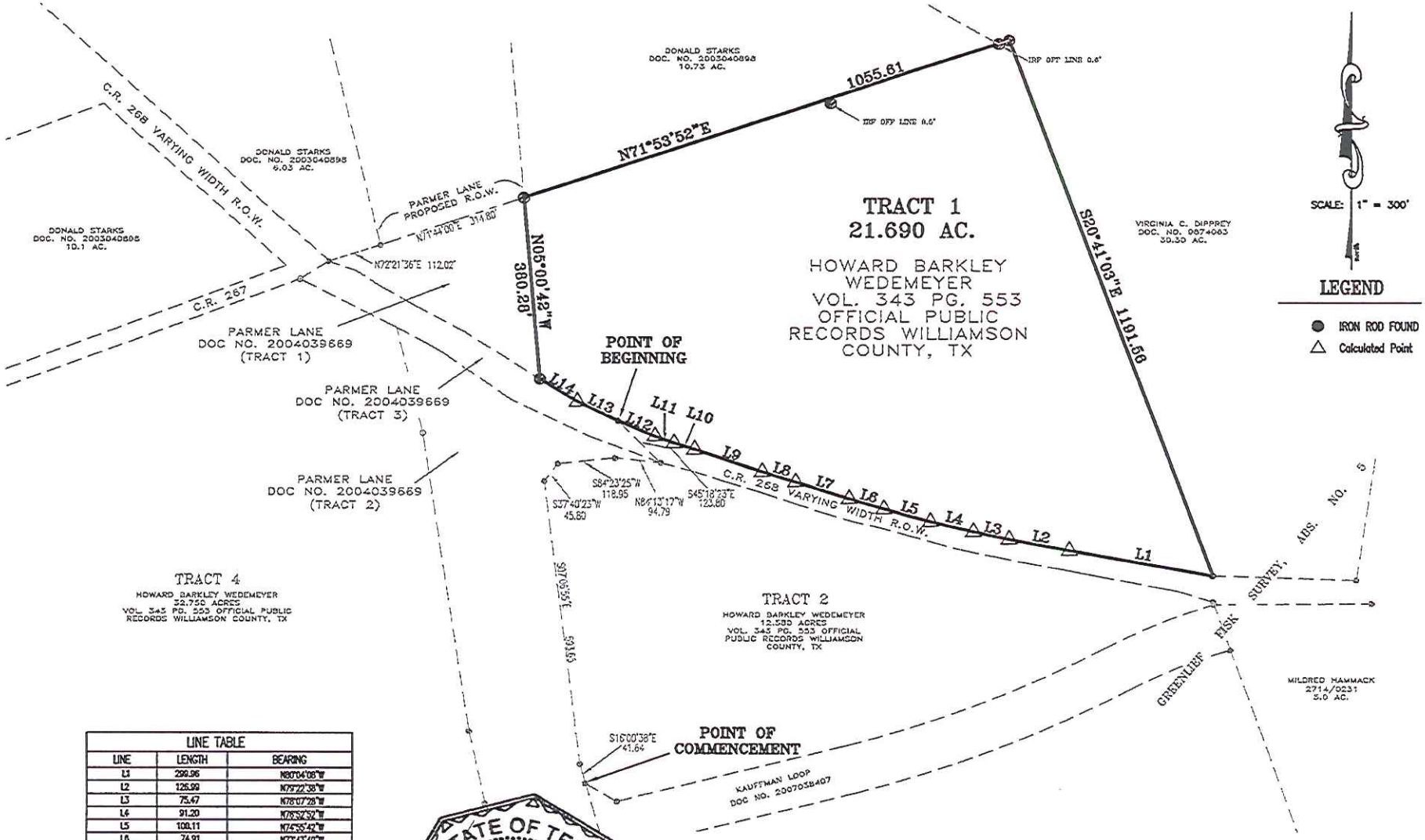
STATE OF TEXAS
REGISTERED
AARON V. THOMASON
6214
PROFESSIONAL
LAND SURVEYOR

BEARING BASIS: TEXAS COORDINATE SYSTEM, NAD 83, CENTRAL ZONE (4203)

SKETCH TO ACCOMPANY FIELD NOTES



LINE TABLE		
LINE	LENGTH	BEARING
L1	299.96	N80°04'08"W
L2	126.99	N79°22'38"W
L3	75.47	N78°07'28"W
L4	91.20	N78°52'52"W
L5	100.11	N74°55'42"W
L6	74.91	N73°43'40"W
L7	116.31	N72°39'45"W
L8	72.29	N72°53'21"W
L9	147.06	N71°45'21"W
L10	44.60	N72°50'18"W
L11	41.72	N70°20'08"W
L12	82.73	N67°08'01"W
L13	93.40	N64°16'46"W
L14	90.93	N58°23'45"W

STATE OF TEXAS
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LAND SURVEYOR

25 JUN 2014

BEARING BASIS: TEXAS COORDINATE SYSTEM, NAD 83, CENTRAL ZONE (4203)

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PATH:– J:\AC 2004 LP\4306\SURVEY\FN-ANNEX TRACT 1

FIELD NOTES

BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE GREENLIEF FISK SURVEY, ABSTRACT NUMBER 5, SITUATED IN WILLIAMSON COUNTY, TEXAS, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS BEING ALL OF THAT CERTAIN 12.580 ACRE TRACT OF LAND DESCRIBED IN A DEED TO HOWARD BARKLEY WEDEMEYER, RECORDED IN VOLUME 343, PAGE 553 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID TRACT BEING 12.580 ACRES OF LAND, MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a capped iron rod found, at the northwestern corner of a 3.185 acre tract of land (proposed Kauffman Loop) recorded in Document No. 2007038407 (Exhibit A) of the Official Public Records of Williamson County, Texas (O.P.R.W.C.TX), said point also being located on the easterly right-of-way line of a 34.750 acre tract of land (proposed Parmer Lane), recorded in Document No. 2004039669 (Tract 2) of the O.P.R.W.C.TX., for the **POINT OF BEGINNING,** of the herein described tract,

THENCE, with the easterly right-of-way line of said proposed Parmer Lane, the following five (5) courses and distances, numbered 1 through 5,

1. N16°00'38"W, a distance of 41.64 feet to an iron rod found,
2. N07°06'55"W, a distance of 593.65 feet to a capped iron rod found,
3. N37°40'23"E, a distance of 45.80 feet to a capped iron rod found,
4. N84°23'25"E, a distance of 118.95 feet to a capped iron rod found and,
5. S84°13'17"E, a distance of 94.79 feet to a capped iron rod found, said point being the easternmost corner of a 1.062 acre tract of land recorded in Document No. 2004039669 (Tract 3) of the O.P.R.W.C.TX., said point also being on the southern right-of-way of County Road 268, a public roadway,

THENCE, following the southern right-of-way line of said County Road 268, the following eighteen (18) courses and distances, numbered 1 through 18,

1. S75°19'52"E, a distance of 71.28 feet to a point,
2. S72°05'15"E, a distance of 67.92 feet to a point,
3. S73°15'12"E, a distance of 78.85 feet to a point,
4. S71°20'26"E, a distance of 79.36 feet to a point,
5. S72°22'42"E, a distance of 56.62 feet to a point,
6. S74°08'09"E, a distance of 67.20 feet to a point,
7. S77°12'19"E, a distance of 47.41 feet to a point,
8. S75°06'47"E, a distance of 71.62 feet to a point,
9. S74°29'58"E, a distance of 54.97 feet to a point,
10. S74°57'48"E, a distance of 56.58 feet to a point,
11. S78°51'27"E, a distance of 79.38 feet to a point,
12. S78°40'05"E, a distance of 58.73 feet to a point,
13. S79°47'47"E, a distance of 67.35 feet to a point,
14. S79°22'53"E, a distance of 89.81 feet to a point,
15. S79°54'22"E, a distance of 59.40 feet to a point,
16. S79°41'27"E, a distance of 40.06 feet to a point,
17. S78°33'34"E, a distance of 55.36 feet to a point and,
18. S73°20'16"E, a distance of 77.46 feet to a capped iron rod found, for the northeast corner of the herein described tract,

THENCE, leaving said southerly right-of-way line of said County Road 268, S19°43'48"E, a distance of 5.93 feet, to an iron rod found at a point of curvature to the left, said point also being the northeastern corner of said 3.185 acre tract of land (proposed Kauffman Loop),

THENCE, with the north line of said proposed Kauffman Loop, the following four (4) courses and distances, numbered 1 through 4 ,

1. with said curve to the left, having a radius of 1250.00 feet, an arc length of 237.75 feet, and whose chord bears S67°54'37"W, a distance of 237.39 feet to a point of curvature to the right,
2. with said curve to the right, having a radius of 2500.00 feet, an arc length of 583.38 feet, and whose chord bears S69°08'28"W, a distance of 582.06 feet to a point of tangency,
3. S76°12'44"W, a distance of 484.99 feet to a point of intersection and,
4. N60°14'49"W, a distance of 74.99 feet to the **POINT OF BEGINNING**, and containing 12.580 acres of land.

Surveyed by: 25 Jun 2014

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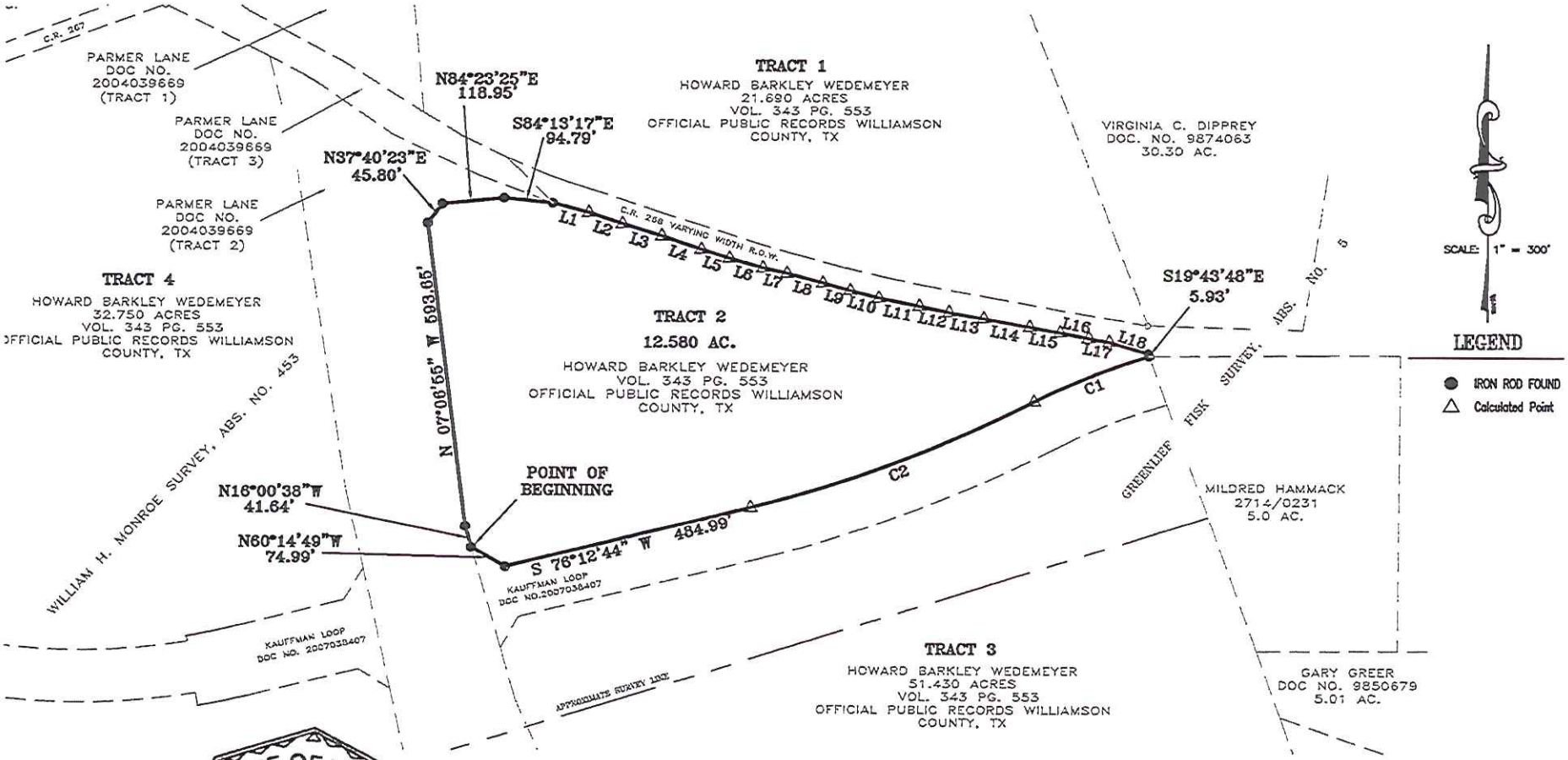
STATE OF TEXAS
REGISTERED
AARON V. THOMASON
6214
PROFESSIONAL
LAND SURVEYOR

BEARING BASIS: TEXAS COORDINATE SYSTEM, NAD 83, CENTRAL ZONE (4203)

SKETCH TO ACCOMPANY FIELD NOTES



STATE OF TEXAS
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LAND SURVEYOR

25 JUN 2014

BEARING BASIS: TEXAS COORDINATE SYSTEM, NAD 83, CENTRAL ZONE (4203)

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SHEET 1 OF 2

PATH:– J:\AC 2004 LP\4306\SURVEY\FN–ANNEX TRACT 2

SKETCH TO ACCOMPANY FIELD NOTES

LINE TABLE		
LINE	LENGTH	BEARING
L1	71.28	S75°19'52"E
L2	67.92	S72°05'15"E
L3	78.85	S73°15'12"E
L4	79.36	S71°20'26"E
L5	56.62	S72°22'42"E
L6	67.20	S74°08'09"E
L7	47.41	S77°12'19"E
L8	71.62	S75°06'47"E
L9	54.97	S74°29'58"E
L10	56.58	S74°57'48"E
L11	79.38	S78°51'27"E
L12	58.73	S78°40'05"E
L13	67.35	S79°47'47"E
L14	89.81	S79°22'53"E
L15	59.40	S79°54'22"E
L16	55.36	S78°33'34"E
L17	40.06	S79°41'27"E
L18	77.46	S73°20'16"E

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	CHORD BEARING	TANGENT
C1	1250.00'	237.75'	237.39'	S67°54'37"W	119.23
C2	2500.00'	583.38'	582.06'	N69°08'28"E	293.02

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25 Jun 2014

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SHEET 2 OF 2

PATH:– J:\AC 2004 LP\4306\SURVEY\FN–ANNEX TRACT 2

FIELD NOTES

BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE GREENLIEF FISK SURVEY, ABSTRACT NUMBER 5 AND THE HENRY GARMES SURVEY, ANSTRACT NUMBER 269, SITUATED IN WILLIAMSON COUNTY, TEXAS, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS BEING ALL OF THAT CERTAIN 51.430 ACRE TRACT OF LAND DESCRIBED IN A DEED TO HOWARD BARKLEY WEDEMEYER, RECORDED IN VOLUME 343, PAGE 553 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID TRACT BEING 51.430 ACRES OF LAND, MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, at a capped iron rod found, at the northwestern corner of a 3.185 acre tract of land (proposed Kauffman Loop) recorded in Document No. 2007038407 (Exhibit A) of the Official Public Records of Williamson County, Texas (O.P.R.W.C.TX), said point also being located on the eastern right-of-way line of a 34.750 acre tract of land (proposed Parmer Lane right-of-way), recorded in Document No. 2004039669 (tract 1) of the O.P.R.W.C.TX.,

THENCE, with the westerly right-of-way line of said 3.185 acre tract (proposed Kauffman Loop), and with the eastern right-of-way line of said 34.750 acre tract (proposed Parmer Lane), S16°17'51"E, a distance of 201.80 feet to an iron rod found, for a north-west corner and **POINT OF BEGINNING** of the herein described tract,

THENCE, leaving the eastern right-of-way line of said 34.750 acre tract (proposed Parmer Lane), and crossing said Wedemeyer tract, and with the southerly right-of-way line of said 3.185 acre tract (proposed Kauffman Loop), the following four (4) courses and distances, numbered 1 through 4,

1. N30°13'55"E, a distance of 68.91 feet to a capped iron rod found,
2. N76°08'30"E, a distance of 482.85 feet to a point of curvature to the left,
3. with said curve to the left, having a radius of 2600.00 feet, an arc length of 607.38 feet, and whose chord bears N69°08'56"E, a distance of 606.00 feet to a point of reverse curvature to the right,
4. with said curve to the right, having a radius of 1150.00 feet, an arc length of 223.50 feet, and whose chord bears N68°06'23"E, a distance of 223.15 feet to a capped iron rod found, said point being on the western boundary line of a 5.0 acre tract of land conveyed to Mildred Hammack by Volume 2714, page 214 of the O.P.R.W.C.TX., for the north-east corner of the herein described tract,

THENCE, leaving the southerly right-of-way line of said 3.185 acre tract (proposed Kauffman Loop), with the eastern boundary line of said Wedemeyer tract, and with the westerly boundary line of said Hammack tract, S20°04'11"E, a distance of 505.31 feet to an iron rod found, said point being the south-western corner of said Hammack tract, said point also being the north-west boundary corner of a 5.01 acre tract of land conveyed to Gary Greer by Document No. 9850679 O.P.R.W.C.TX.,

THENCE, with the eastern boundary line of said Wedemeyer tract, and with the western boundary line of said Greer tract, S19°53'24"E, a distance of 133.78 feet to an iron rod found, said point being the south-western corner of said Greer tract, said point also being the north-western corner of a 4.99 acre tract of land conveyed to Chet Harrell in Volume 2438, Page 862 of the O.P.R.W.C.TX.,

THENCE, with the eastern boundary line of said Wedemeyer tract, and with the western boundary line of said Harrell tract, S19°30'50"E, a distance of 952.40 feet to a capped iron rod found, said point being the northern most south-eastern corner of said Wedemeyer tract, said point also being the southwestern corner of said Harrell tract, said point also being a point on the northerly right-of-way of County Road 268, a public roadway, for the south-east corner of the herein described tract,

THENCE, leaving the eastern boundary line of said Wedemeyer tract and the western boundary line of said Harrell tract, and with the northerly right-of-way of said County Road 268, the following five (5) courses and distances, numbered 1 through 5,

1. S56°04'57"W, a distance of 316.36 feet to a capped iron rod set,
2. S60°46'01"W, a distance of 225.59 feet to a capped iron rod set,
3. S61°42'54"W, a distance of 74.08 feet to a capped iron rod found,
4. S72°49'37"W, a distance of 244.12 feet to a capped iron rod found,
5. S69°58'56"W, a distance of 289.50 feet to a capped iron rod found, said point being on a northern right-of-way line of said 34.750 acre tract (proposed Parmer Lane),

THENCE, with the northern right-of-way line of said County Road 268, and with a northern right-of-way line of said 34.750 acre tract (proposed Parmer Lane), the following three (3) courses and distances, numbered 1 through 3,

1. S62°59'53"W, a distance of 113.59 feet to a capped iron rod found,
2. S76°39'35"W, a distance of 73.33 feet to a capped iron rod found,
3. N69°45'11"W, a distance of 11.16 feet to a capped iron rod found, said point being on the eastern right-of-way line of said 34.750 acre tract (proposed Parmer Lane), for the south-eastern corner of the herein described tract,

THENCE, crossing said Wedemeyer tract, and with the eastern right-of-way line of said 34.750 acre tract (proposed Parmer Lane), the following four (4) courses and distances, numbered 1 through 4,

1. N19°27'45"W, a distance of 491.67 feet to a capped iron rod found,
2. N16°13'48"W, a distance of 339.02 feet to a capped iron rod found,
3. N24°19'35"W, a distance of 761.82 feet to an iron rod found,
4. N16°13'48"W, a distance of 102.44 feet to the **POINT OF BEGINNING**, and containing 51.430 acres of land.

Surveyed by: 25 Jun 2014

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STATE OF TEXAS
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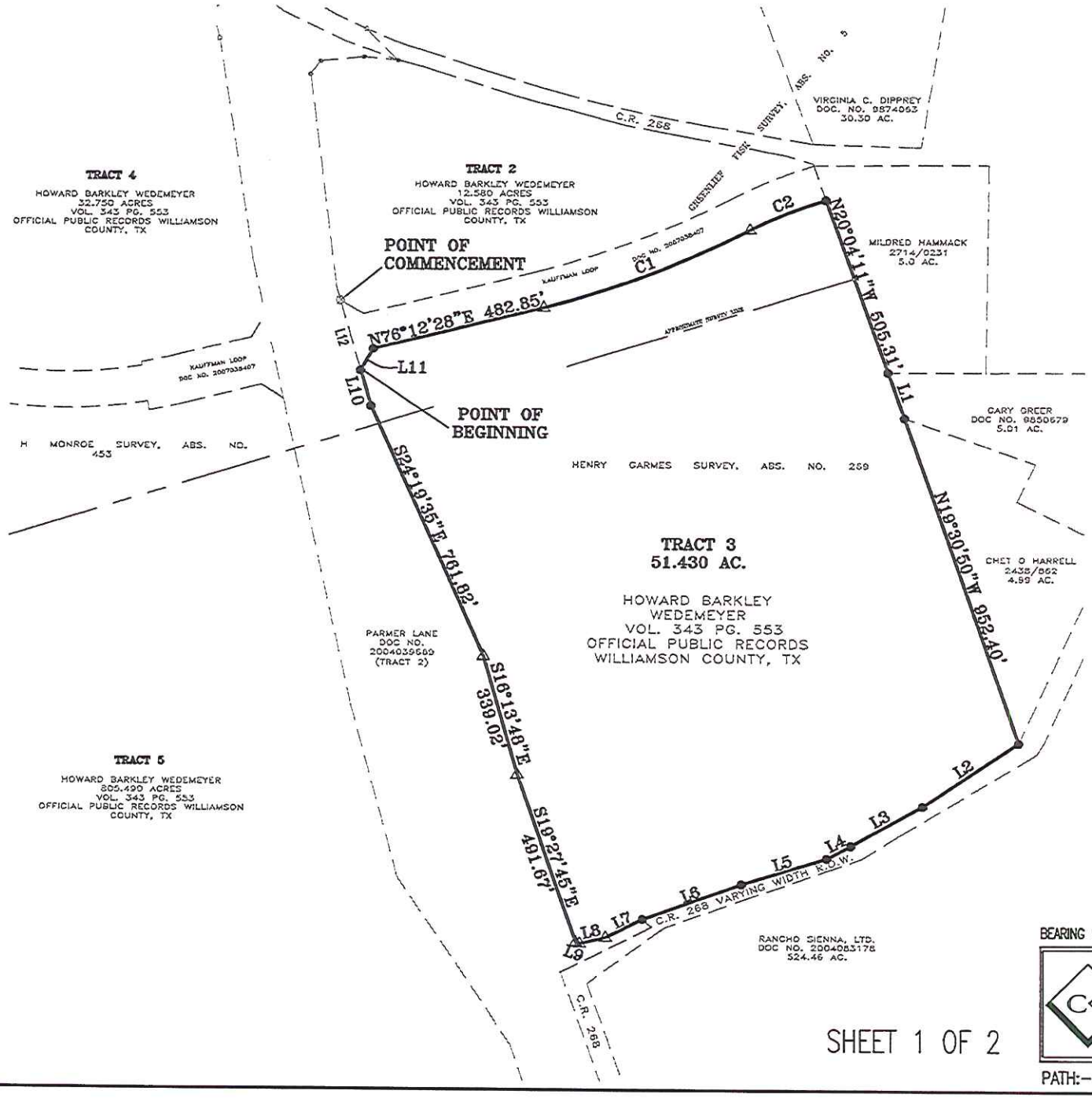
LAND SURVEYOR

BEARING BASIS: TEXAS COORDINATE SYSTEM, NAD 83, CENTRAL ZONE (4203)

SKETCH TO ACCOMPANY FIELD NOTES



SCALE: 1" = 400'

LEGEND

- ● IRON ROD FOUND
- △ Calculated Point

STATE OF TEXAS
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25 JUN 2014

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SHEET 1 OF 2

PATH:– J:\AC 2004 LP\4306\SURVEY\FN–ANNEX TRACT 3

SKETCH TO ACCOMPANY FIELD NOTES

LINE TABLE		
LINE	LENGTH	BEARING
L1	133.78'	S19°53'24"E
L2	316.36'	S56°04'57"W
L3	225.59'	S60°46'01"W
L4	74.08'	S61°42'54"W
L5	244.12'	S72°49'37"W
L6	289.50'	S69°58'56"W
L7	113.59'	S62°59'53"W
L8	73.33'	S76°39'35"W
L9	11.16'	N69°45'11"W
L10	102.44'	N16°13'48"W
L11	69.32'	N29°54'44"E
L12	201.80'	S16°17'51"E

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	CHORD BEARING	TANGENT
C1	2600.00'	607.38'	606.00'	N69°08'40"E	305.08
C2	1150.00'	223.50'	223.15'	N68°07'07"E	112.10

STATE OF TEXAS
REGISTERED
AARON V. THOMASON
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PROFESSIONAL
LAND SURVEYOR

25 JUN 2014

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PATH:– J:\AC 2004 LP\4306\SURVEY\FN–ANNEX TRACT 3

12.600 ACRES
WILLIAM H. MONROE SURVEY, ABS. NO. 453
WILLIAMSON COUNTY, TEXAS
ANNEX TRACT 4

FIELD NOTES

BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE WILLIAM H. MONROE SURVEY, ABSTRACT NUMBER 453, SITUATED IN WILLIAMSON COUNTY, TEXAS, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS BEING A PORTION OF THAT CERTAIN 32.750 ACRE TRACT OF LAND DESCRIBED IN A DEED TO HOWARD BARKLEY WEDEMEYER, RECORDED IN VOLUME 343, PAGE 553 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID TRACT BEING 12.600 ACRES OF LAND, MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at an iron rod found in the eastern right-of-way line of Kauffman Loop, Document Number 2007038407, Official Public Records of Williamson County, Texas, and being the westernmost northwestern corner of that certain 32.750 acre tract of land conveyed to Howard Barkley Wedemeyer in Volume 343, Page 553 of the Deed Records of Williamson County, Texas, being in the southern right-of-way line of said County Road 267, also being the northwesternmost corner, and the **POINT OF BEGINNING** for the herein described tract,

THENCE, N69°45'29"E, with the common boundary line of said County Road 267, and said Wedemeyer tract, a distance of 862.51 feet to a calculated point,

THENCE, leaving said County Road 267, and crossing said Wedemeyer tract, the following four (4) courses and distances, numbered 1 through 3,

1. S05°00'42"E, a distance of 86.08 feet to a calculated point,
2. S02°21'42"E, a distance of 232.27 feet to a calculated point,
3. S07°06'55"E, a distance of 713.05 feet to a calculated point, and
4. S16°00'08"E, a distance of 19.32 feet to a calculated point at a point of curvature to the right in the northeastern right-of-way line of Kauffman Loop (right-of-way width varies), recorded in Document Number 2007038407, Official Public Records of Williamson county, Texas, and being in the southwestern line of said Wedemeyer tract,

THENCE, with said curve to the right, having a radius of 1250.00 feet, an arc length of 1233.60 feet, and whose chord bears N50°58'44"W, a distance of 1184.15 feet to the **POINT OF BEGINNING** and containing 12.600 acres of land.

Surveyed by: 25 Jul 2014

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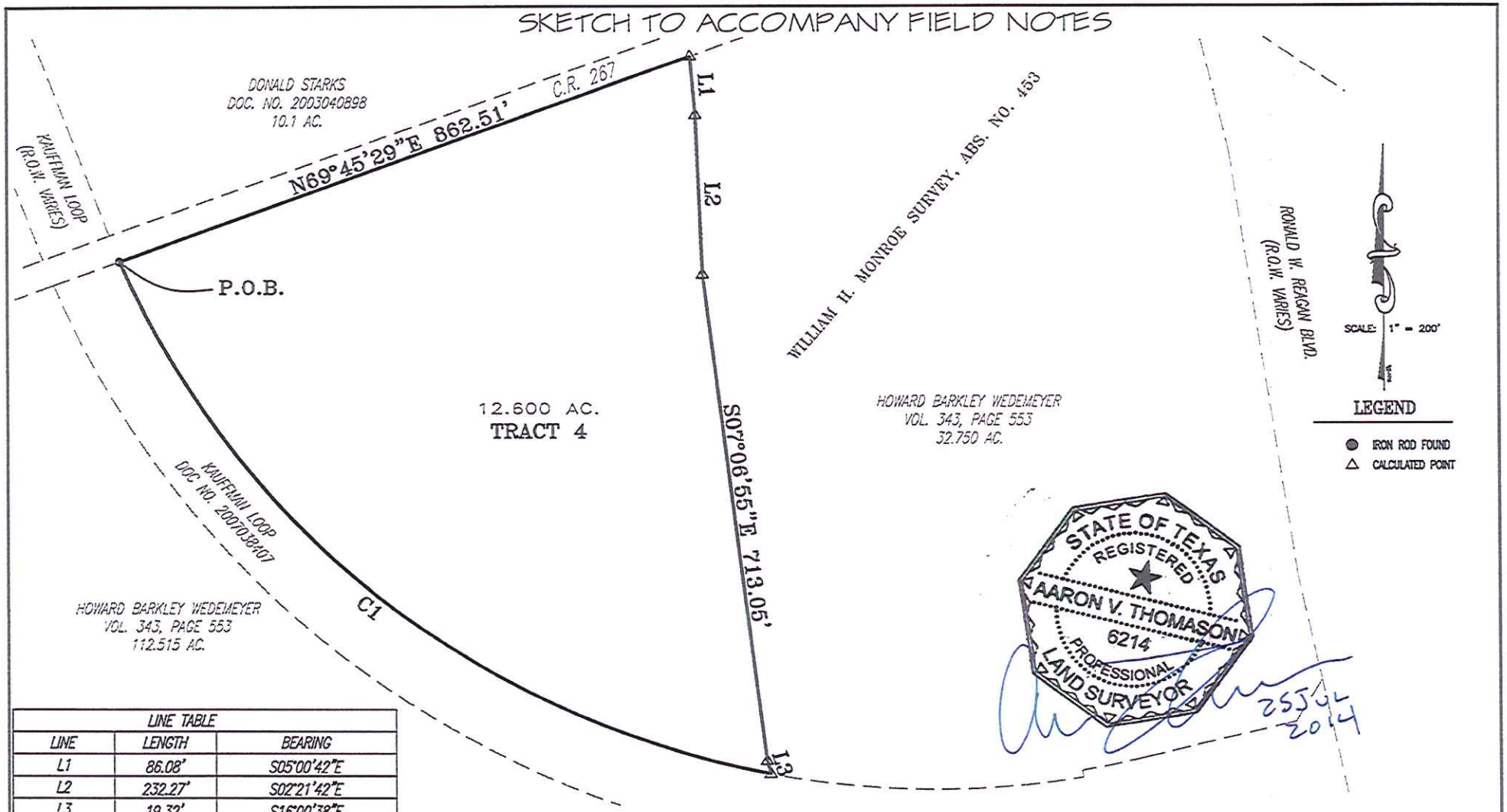
STATE OF TEXAS
REGISTERED
AARON V. THOMASON
6214
PROFESSIONAL
LAND SURVEYOR

BEARING BASIS: TEXAS COORDINATE SYSTEM, NAD 83, CENTRAL ZONE (4203)

SKETCH TO ACCOMPANY FIELD NOTES



LINE TABLE		
LINE	LENGTH	BEARING
L1	86.08'	S05°00'42"E
L2	232.27'	S02°21'42"E
L3	19.32'	S16°00'38"E

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	CHORD BEARING	TANGENT
C1	1250.00'	1233.60'	1184.15'	N50°58'44"W	672.27

BEARING BASIS: TEXAS COORDINATE SYSTEM, NAD 83, CENTRAL ZONE (4203)

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PATH:– J:\AC 2004 LP\4306\FN ANNEX TRACT 4 (REVISED)

42.136 ACRES
WILLIAM H. MONROE SURVEY, ABS. NO. 453
HENRY GARMES SURVEY, ABS. NO. 269
WILLIAMSON COUNTY, TEXAS
ANNEX TRACT 5

FIELD NOTES

BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE WILLIAM H. MONROE SURVEY, ABSTRACT NUMBER 453 AND THE HENRY GARMES SURVEY, ABSTRACT NUMBER 269, SITUATED IN WILLIAMSON COUNTY, TEXAS, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS BEING A PORTION OF THAT CERTAIN 805.490 ACRE TRACT OF LAND DESCRIBED IN A DEED TO HOWARD BARKLEY WEDEMEYER, RECORDED IN VOLUME 343, PAGE 553 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID TRACT BEING 42.136 ACRES OF LAND, MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at an iron rod found, at a point of curvature to the left, said point being the northwest corner of Kauffman Loop (right-of-way width varies), as recorded in Document Number 2007038407, Official Public Records of Williamson County, Texas, and being the northernmost corner of said Wedemeyer tract, also being in the southern right-of-way line of said County Road 267, also being the northernmost corner, and the **POINT OF BEGINNING** for the herein described tract,

THENCE, with said curve to the left, having a radius of 1350.00 feet, an arc length of 1386.84 feet, and whose chord bears S51°56'45"E, a distance of 1326.65 feet to a calculated point,

THENCE, leaving said Kauffman Loop, and crossing said 805.490 acre tract, the following eleven (11) courses and distances, numbered 1 through 11,

1. S16°17'51"E, a distance of 195.52 feet to a calculated point,
2. S16°13'48"E, a distance of 172.69 feet to a calculated point,
3. S24°19'35"E, a distance of 377.96 feet to a calculated point,
4. S62°55'25"W, a distance of 507.37 feet to a calculated point,
5. N74°22'12"W, a distance of 275.34 feet to a calculated point,
6. N83°35'37"W, a distance of 461.33 feet to a calculated point at a point of curvature to the left,
7. with said curve to the left, having a radius of 870.00 feet, an arc length of 133.92 feet, and whose chord bears N01°59'48"E, a distance of 133.78 feet to a calculated point,
8. N02°24'47"W, a distance of 276.01 feet to a calculated point at a point of curvature to the right,
9. with said curve to the right, having a radius of 600.00 feet, an arc length of 175.97 feet, and whose chord bears N05°59'20"E, a distance of 175.34 feet to a calculated point,
10. N76°01'15"W, a distance of 1076.51 feet to a calculated point, and
11. N05°50'15"W, a distance of 405.91 feet to a calculated point in the southern right-of-way line of said County Road 267, and the northerly boundary line of said Wedemeyer tract,

THENCE, with the southern right-of-way line of said County Road 267, and with the northerly boundary line of said Wedemeyer tract, the following two (2) courses and distances, numbered 1 and 2,

1. N67°38'17"E, a distance of 314.59 feet to a capped iron rod found, and
2. N68°51'24"E, a distance of 702.87 feet to the **POINT OF BEGINNING** and containing 42.136 acres of land.

Surveyed by: 25 JULY 2014

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AARON V. THOMASON
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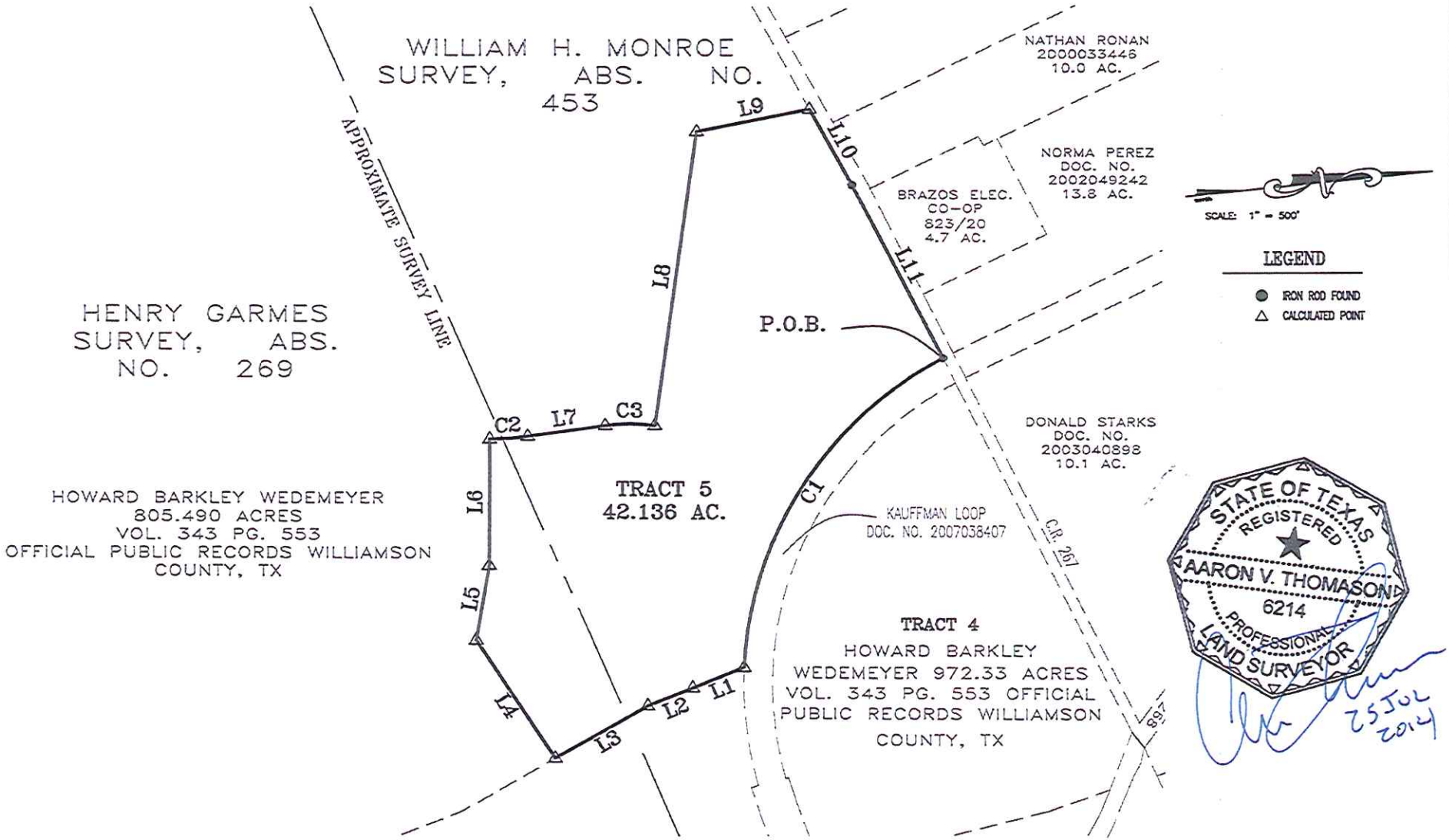
LAND SURVEYOR

BEARING BASIS: TEXAS COORDINATE SYSTEM, NAD 83, CENTRAL ZONE (4203)

SKETCH TO ACCOMPANY FIELD NOTES



BEARING BASIS: TEXAS COORDINATE SYSTEM, NAD 83, CENTRAL ZONE (4203)

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PATH:– J:\AC 2004 LP\4306\SURVEY\FN-ANNEX TRACT 5 (REVISED)

SKETCH TO ACCOMPANY FIELD NOTES

LINE TABLE		
LINE	LENGTH	BEARING
L1	195.52'	S16°17'51"E
L2	172.69'	S16°13'48"E
L3	377.96'	S24°19'35"E
L4	507.37'	S62°55'25"W
L5	275.34'	N74°22'12"W
L6	461.33'	N83°35'37"W
L7	276.01'	N02°24'47"W
L8	1076.51'	N76°01'15"W
L9	405.91'	N05°50'15"W
L10	314.59'	N67°38'17"E
L11	702.87'	N68°51'24"E

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	CHORD BEARING	TANGENT
C1	1350.00'	1386.84'	1326.65'	S51°56'45"E	761.60
C2	870.00'	133.92'	133.78'	N01°59'48"E	67.09
C3	600.00'	175.97'	175.34'	N05°59'20"E	88.62

STATE OF TEXAS
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AARON V. THOMASON
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PROFESSIONAL
LAND SURVEYOR

25 JUL 2014

BEARING BASIS: TEXAS COORDINATE SYSTEM, NAD 83, CENTRAL ZONE (4203)

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PATH:– J:\AC 2004 LP\4306\SURVEY\FN–ANNEX TRACT 5 (REVISED)

FIELD NOTES

BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND A PORTION OF THE GREENLIEF FISK SURVEY, ABSTRACT NUMBER 5, SITUATED IN WILLIAMSON COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED AS BEING A PORTION OF COUNTY ROAD 268 (RIGHT-OF-WAY VARIES), SAID 1.210 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a capped iron rod found in the southern right-of-way line of said County Road 268, being the most northeastern corner of that certain 12.580 acre tract of land conveyed to Howard Barkley Wedemeyer by deed recorded in Volume 343, page 553, Deed Records of Williamson County, Texas, from which an iron rod found in the northern right-of-way line of Kauffman Loop (right-of-way varies), and being in the western boundary line of that certain 0.120 acre tract of land conveyed to Virginia C. and Ronald C. Dipprey in Document Number 2010048132, Official Public Records of Williamson County, Texas, and also being the eastern most corner of said 12.580 acre tract bears S19°43'48"E, a distance of 5.93 feet, also being the most southeastern, and the **POINT OF BEGINNING** for the herein described tract,

THENCE, with the common boundary line of said County Road 268, and said 12.580 acre tract, the following eighteen (18) courses and distances, numbered 1 through 18,

1. N73°20'16"W, a distance of 77.46 feet to a calculated point,
2. N79°41'27"W, a distance of 40.06 feet to a calculated point,
3. N78°33'34"W, a distance of 55.36 feet to a calculated point,
4. N79°54'22"W, a distance of 59.40 feet to a calculated point,
5. N79°22'53"W, a distance of 89.81 feet to a calculated point,
6. N79°47'47"W, a distance of 67.35 feet to a calculated point,
7. N78°40'05"W, a distance of 58.73 feet to a calculated point,
8. N78°51'27"W, a distance of 79.38 feet to a calculated point,
9. N74°57'48"W, a distance of 56.58 feet to a calculated point,
10. N74°29'58"W, a distance of 54.97 feet to a calculated point,
11. N75°06'47"W, a distance of 71.62 feet to a calculated point,
12. N77°12'19"W, a distance of 47.41 feet to a calculated point,
13. N74°08'09"W, a distance of 67.20 feet to a calculated point,
14. N72°22'42"W, a distance of 56.62 feet to a calculated point,
15. N71°20'26"W, a distance of 79.36 feet to a calculated point,
16. N73°15'12"W, a distance of 78.85 feet to a calculated point,
17. N72°05'15"W, a distance of 67.92 feet to a calculated point, and
18. N75°19'52"W, a distance of 71.28 feet to a calculated point for the most westerly southwest corner of the herein described tract, from which an iron rod found in the southern right-of-way line of said County Road 268, and the northern line of said 12.580 acre tract bears N84°13'17"W, a distance of 94.79 feet,

THENCE, N45°14'24"W, crossing said County Road 268, a distance of 123.79 feet to a capped iron rod found in the northern right-of-way line of said County Road 268, and being the southern boundary line of that certain 21.690 acre tract of land conveyed to Howard Barkley Wedemeyer by deed recorded in Volume 343, Page 553, Deed Records of Williamson County, Texas, also being the most northerly corner of the herein described tract

THENCE, with the common boundary line of said County Road 268, and said 21.690 acre tract, the following twelve (12) courses and distances, numbered 1 through 12,

1. S67°06'01"E, a distance of 82.73 feet to a calculated point,
2. S70°20'08"E, a distance of 41.72 feet to a calculated point,
3. S72°50'18"E, a distance of 44.60 feet to a calculated point,
4. S71°45'21"E, a distance of 147.06 feet to a calculated point,

5. S72°53'21"E, a distance of 72.29 feet to a calculated point,
6. S72°39'45"E, a distance of 116.31 feet to a calculated point,
7. S73°43'40"E, a distance of 74.91 feet to a calculated point,
8. S74°55'42"E, a distance of 100.11 feet to a calculated point,
9. S76°52'52"E, a distance of 91.20 feet to a calculated point,
10. S78°07'28"E, a distance of 75.47 feet to a calculated point,
11. S79°22'38"E, a distance of 126.99 feet to a calculated point, and
12. S80°04'08"E, a distance of 299.96 feet to a capped iron rod found for the southwestern corner of that certain 30.30 acre tract of land conveyed to Virginia C. and Ronald C. Dipprey by deed recorded in Document Number 9874063, Official Public Records of Williamson County, Texas, and the northwestern corner of said 0.120 acre tract, and being the southeastern corner of said 21.690 acre tract,

THENCE, S00°50'39"E, crossing said County Road 268, a distance of 54.38 feet to the **POINT OF BEGINNING** and containing 1.210 acres of land.

Surveyed by: 25 Jan 2014

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AARON V. THOMASON
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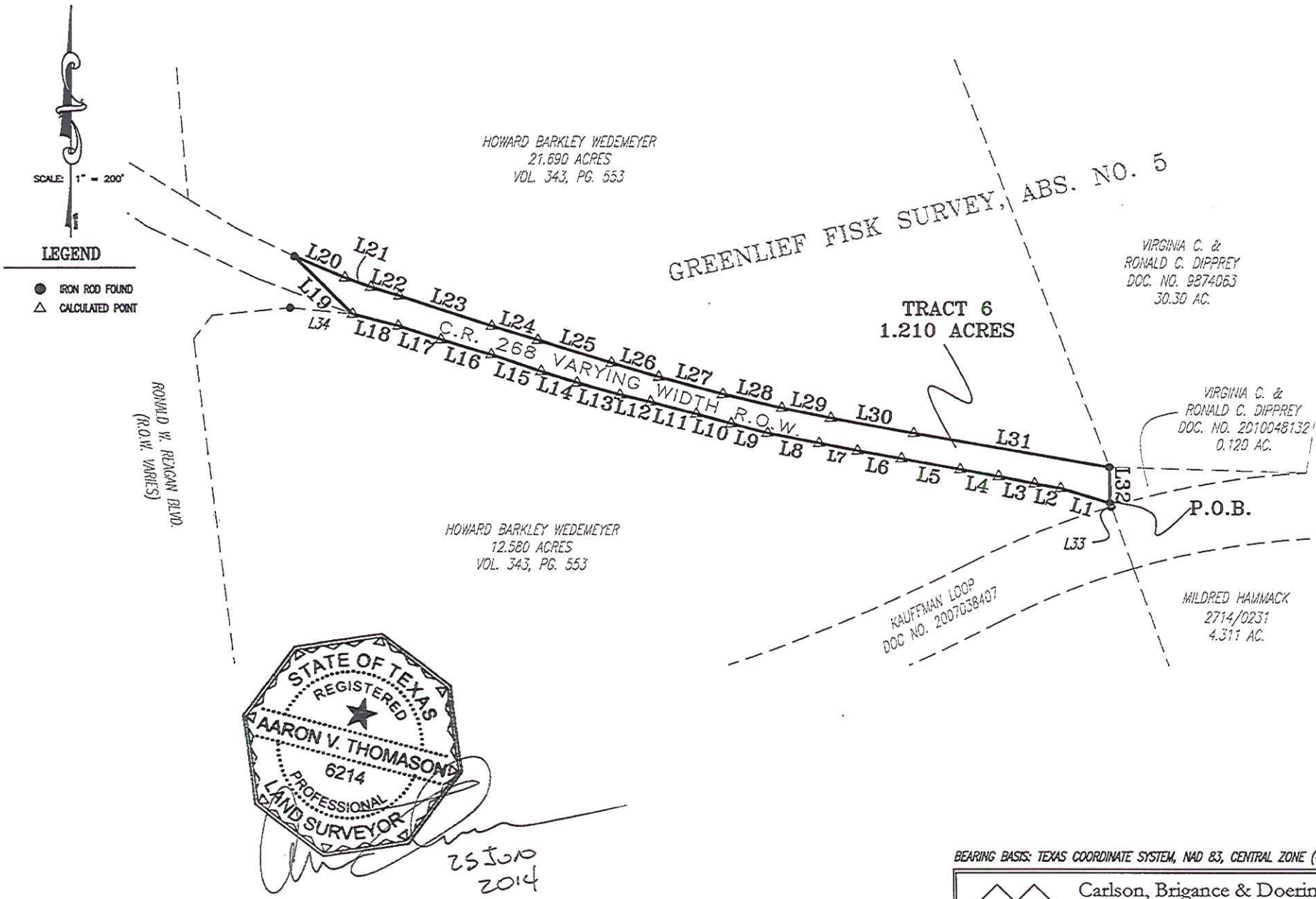
LAND SURVEYOR

BEARING BASIS: TEXAS COORDINATE SYSTEM, NAD 83, CENTRAL ZONE (4203)

SKETCH TO ACCOMPANY FIELD NOTES



BEARING BASIS: TEXAS COORDINATE SYSTEM, NAD 83, CENTRAL ZONE (4203)

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SHEET 1 OF 2

PATH:– J:\AC 2004 LP\4306\survey\FN–ANNEX TRACT 6

SKETCH TO ACCOMPANY FIELD NOTES

LINE TABLE		
LINE	LENGTH	BEARING
L1	77.46'	N73°20'16"W
L2	40.06'	N79°41'27"W
L3	55.36'	N78°33'34"W
L4	59.40'	N79°54'22"W
L5	89.81'	N79°22'53"W
L6	67.35'	N79°47'47"W
L7	58.73'	N78°40'05"W
L8	79.38'	N78°51'27"W
L9	56.58'	N74°57'48"W
L10	54.97'	N74°29'58"W
L11	71.62'	N75°06'47"W
L12	47.41'	N77°12'19"W
L13	67.20'	N74°08'09"W
L14	56.62'	N72°22'42"W
L15	79.36'	N71°20'26"W
L16	78.85'	N73°15'12"W
L17	67.92'	N72°05'15"W
L18	71.28'	N75°19'52"W
L19	123.79'	N45°14'24"W
L20	82.73'	S67°06'01"E
L21	41.72'	S70°20'08"E
L22	44.60'	S72°50'18"E
L23	147.06'	S71°45'21"E
L24	72.29'	S72°53'21"E
L25	116.31'	S72°39'45"E
L26	74.91'	S73°43'40"E
L27	100.11'	S74°55'42"E
L28	91.20'	S76°52'52"E
L29	75.47'	S78°07'28"E
L30	126.99'	S79°22'38"E
L31	299.96'	S80°04'08"E
L32	54.38'	S00°50'39"E
L33	5.93'	S19°43'48"E
L34	94.79'	N84°13'17"W

STATE OF TEXAS
REGISTERED
AARON V. THOMASOND
6214
PROFESSIONAL
LAND SURVEYOR

25 JUN 2014

SHEET 2 OF 2

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PATH:– J:\AC 2004 LP\4306\survey\FN–ANNEX TRACT 6

0.394 ACRES
(17,154 SQ. FT)
WILLIAM H. MONROE SURVEY, ABS. NO. 453
WILLIAMSON COUNTY, TEXAS
ANNEX TRACT 7

FIELD NOTES

BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND A PORTION OF THE WILLIAM H. MONROE SURVEY, ABSTRACT NUMBER 453, SITUATED IN WILLIAMSON COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED AS BEING A PORTION OF COUNTY ROAD 267 (RIGHT-OF-WAY VARIES), SAID 0.394 ACRE (17,154 SQ. FT.) TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at an iron rod found in the eastern right-of-way line of Kauffman Loop, Document Number 2007038407, Official Public Records of Williamson County, Texas, and being the westernmost northwestern corner of that certain 32.750 acre tract of land conveyed to Howard Barkley Wedemeyer in Volume 343, Page 553 of the Deed Records of Williamson County, Texas, being in the southern right-of-way line of said County Road 267, also being the southwesternmost corner, and the **POINT OF BEGINNING** for the herein described tract,

THENCE, leaving the northern line of said Wedemeyer tract, and crossing said County Road 267, the following three (3) courses and distances, numbered 1 through 3,

1. N22°13'11"W, a distance of 19.83 feet to a calculated point from which an iron rod found in the northern right-of-way line of said County Road 267, and in the southern line of that certain 10.10 acre tract of land conveyed to Donald Starks in Document Number 2003040898 of the Official Public Records of Williamson County, Texas bears N22°13'11"W, a distance of 19.83 feet,
2. N69°45'29"E, a distance of 868.59 feet to a calculated point, and
3. S05°00'42"E, a distance of 20.54 feet to a calculated point in the southwestern right-of-way line of said County Road 267, and being in the northern line of said Wedemeyer tract,

THENCE, S69°45'29"W, with the common boundary line of said County Road 267, and said Wedemeyer tract, a distance of 862.51 feet to the **POINT OF BEGINNING** and containing 0.394 acres (17,154 sq. ft.) of land.

Surveyed by: 25 Jul 2011

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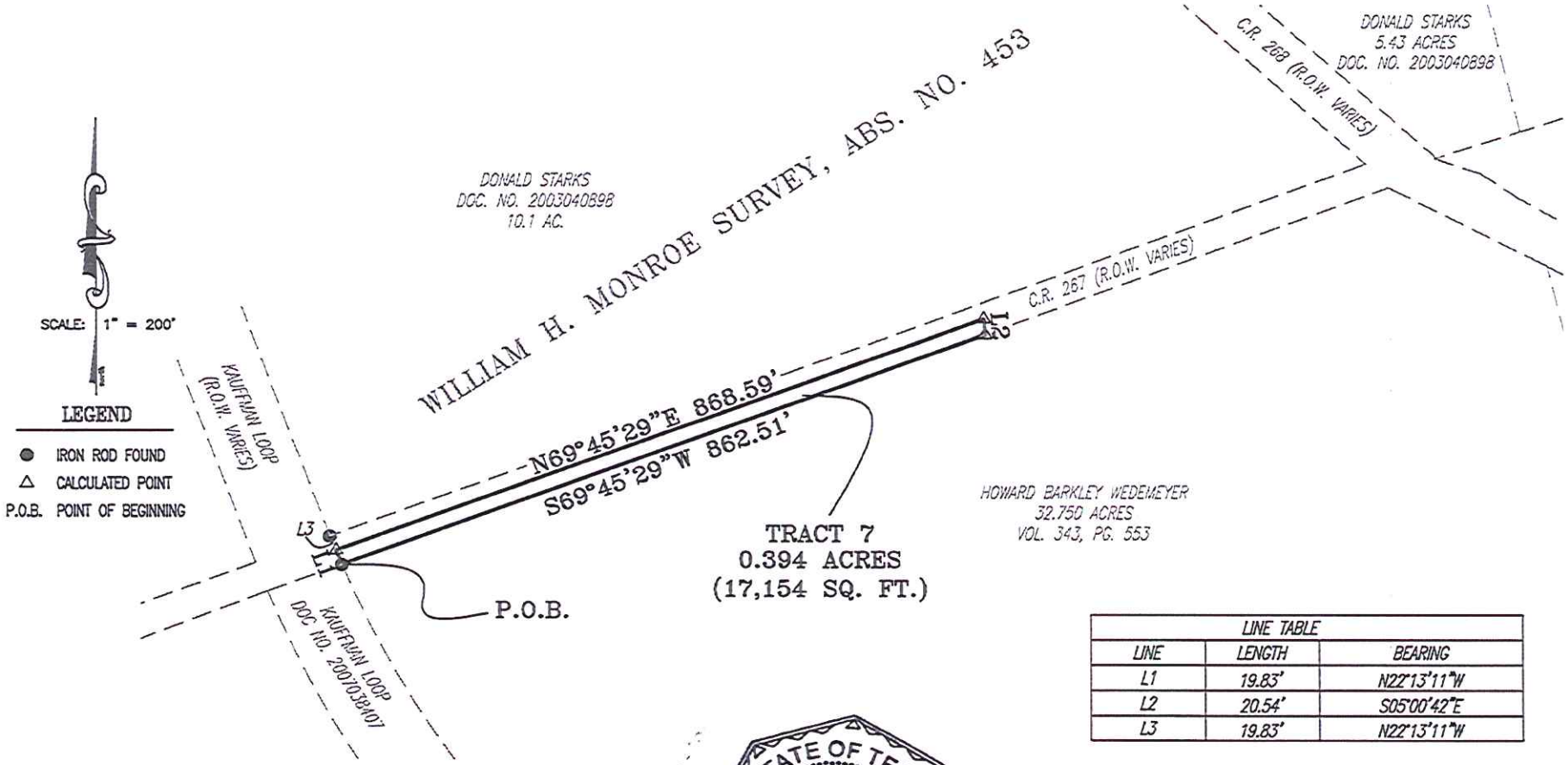
REGISTERED
AARON V. THOMASON
6214
PROFESSIONAL
LAND SURVEYOR

BEARING BASIS: TEXAS COORDINATE SYSTEM, NAD 83, CENTRAL ZONE (4203)

SKETCH TO ACCOMPANY FIELD NOTES



LINE TABLE		
LINE	LENGTH	BEARING
L1	19.83'	N22°13'11"W
L2	20.54'	S05°00'42"E
L3	19.83'	N22°13'11"W

STATE OF TEXAS
REGISTERED
AARON V. THOMASON
6214
PROFESSIONAL
LAND SURVEYOR

25 JUL 2014

BEARING BASIS: TEXAS COORDINATE SYSTEM, NAD 83, CENTRAL ZONE (4203)

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PATH:– J:\AC 2004 LP\4306\survey\FN–ANNEX TRACT 7 (REVISED)

FIELD NOTES

BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND A PORTION OF THE HENRY GARMES SURVEY, ABSTRACT NUMBER 269, SITUATED IN WILLIAMSON COUNTY, TEXAS, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS BEING A PORTION OF THAT CERTAIN 805.490 ACRE TRACT OF LAND DESCRIBED IN A DEED TO HOWARD BARKLEY WEDEMEYER, RECORDED IN VOLUME 343, PAGE 553 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 11.216 ACRE TRACT, MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, at an iron rod found in the eastern Right-of-way line of Parmer Lane (R.O.W. varies), and being in the northeastern line of said Wedemeyer tract, for the **POINT OF COMMENCEMENT,**

THENCE, crossing said Wedemeyer tract, S37°21'44"W, a distance of 896.71 feet to a calculated point, for the northernmost corner and the **POINT OF BEGINNING,** of the herein tract,

THENCE, continuing across said Wedemeyer tract, the following seven (7) courses and distances, numbered 1 through 7,

1. S24°19'35"E, a distance of 383.86 feet to a calculated point,
2. S16°13'48"E, a distance of 296.42 feet to a calculated point,
3. S19°27'45"E, a distance of 480.93 feet to a calculated point,
4. S15°00'08"E, a distance of 125.74 feet to a calculated point,
5. S20°05'20"E, a distance of 3021.64 feet to a calculated point,
6. S20°22'19"E, a distance of 614.03 feet to a calculated point, and
7. S25°43'02"E, a distance of 71.82 feet to a calculated point in a northwestern line of an 80.19 acre tract of land conveyed to Robert Tesch in Document Number 2000058885 of the Official Public Records of Williamson County, Texas, and being in a southeastern line of said Wedemeyer tract,

THENCE, with the common boundary line of said Tesch tract, and said Wedemeyer tract, S05°04'37"E, a distance of 198.57 feet to a calculated point, from which an iron rod found for a corner in the northwestern line of said Tesch tract, and a southeastern line of said Wedemeyer tract bears S05°04'37"E, a distance of 59.49 feet,

THENCE, leaving the common boundary line of said Tesch tract and said Wedemeyer tract, the following eight (8) courses and distances, numbered 1 through 8,

1. N21°43'54"W, a distance of 1858.62 feet to a calculated point,
2. N15°52'19"W, a distance of 404.45 feet to a calculated point,
3. N19°59'51"W, a distance of 1108.65 feet to a calculated point,
4. N18°57'18"W, a distance of 309.28 feet to a calculated point,
5. N33°57'09"W, a distance of 585.57 feet to a calculated point,

6. N15°27'36"W, a distance of 641.85 feet to a calculated point,
7. N12°35'32"W, a distance of 284.47 feet to a calculated point, and
8. N62°55'25"E, a distance of 117.27 feet to the **POINT OF BEGINNING**, and containing 11.216 acres of land.

Surveyed by: 20 Jun 2014

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STATE OF TEXAS
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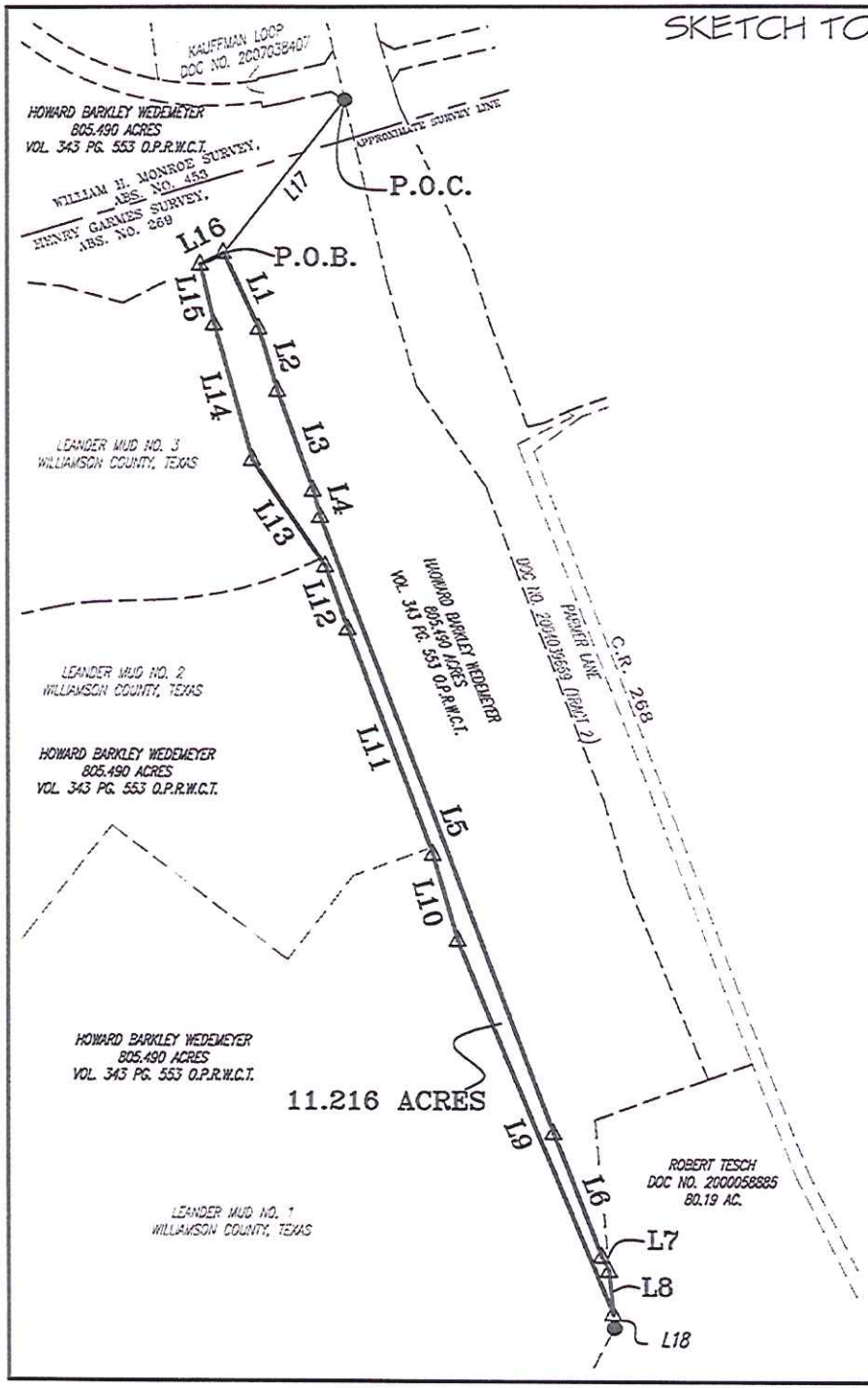
BEARING BASIS: NAD 83/HARN (CORS 96) TEXAS CENTRAL ZONE (4203)

SKETCH TO ACCOMPANY FIELD NOTES



LINE TABLE		
LINE	LENGTH	BEARING
L1	383.86'	S24°19'35"E
L2	296.42'	S16°13'48"E
L3	480.93'	S19°27'45"E
L4	125.74'	S15°00'08"E
L5	3021.64'	S20°05'20"E
L6	614.03'	S20°22'19"E
L7	71.82'	S25°43'02"E
L8	198.57'	S05°04'37"E
L9	1858.62'	N21°43'54"W
L10	404.45'	N15°52'19"W
L11	1108.65'	N19°59'51"W
L12	309.28'	N18°57'18"W
L13	585.57'	N33°57'09"W
L14	641.85'	N15°27'36"W
L15	284.47'	N12°35'32"W
L16	117.27'	N62°55'25"E
L17	896.71'	S37°21'44"W
L18	59.49'	S05°04'37"E

SCALE: 1" = 800'

LEGEND

- ● IRON ROD FOUND
- △ CALCULATED POINT
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT

STATE OF TEXAS
REGISTERED
AARON V. THOMASON
6214
PROFESSIONAL
LAND SURVEYOR

20 AUG 2014

BEARING BASIS: TEXAS COORDINATE SYSTEM, NAD 83, CENTRAL ZONE (4203)

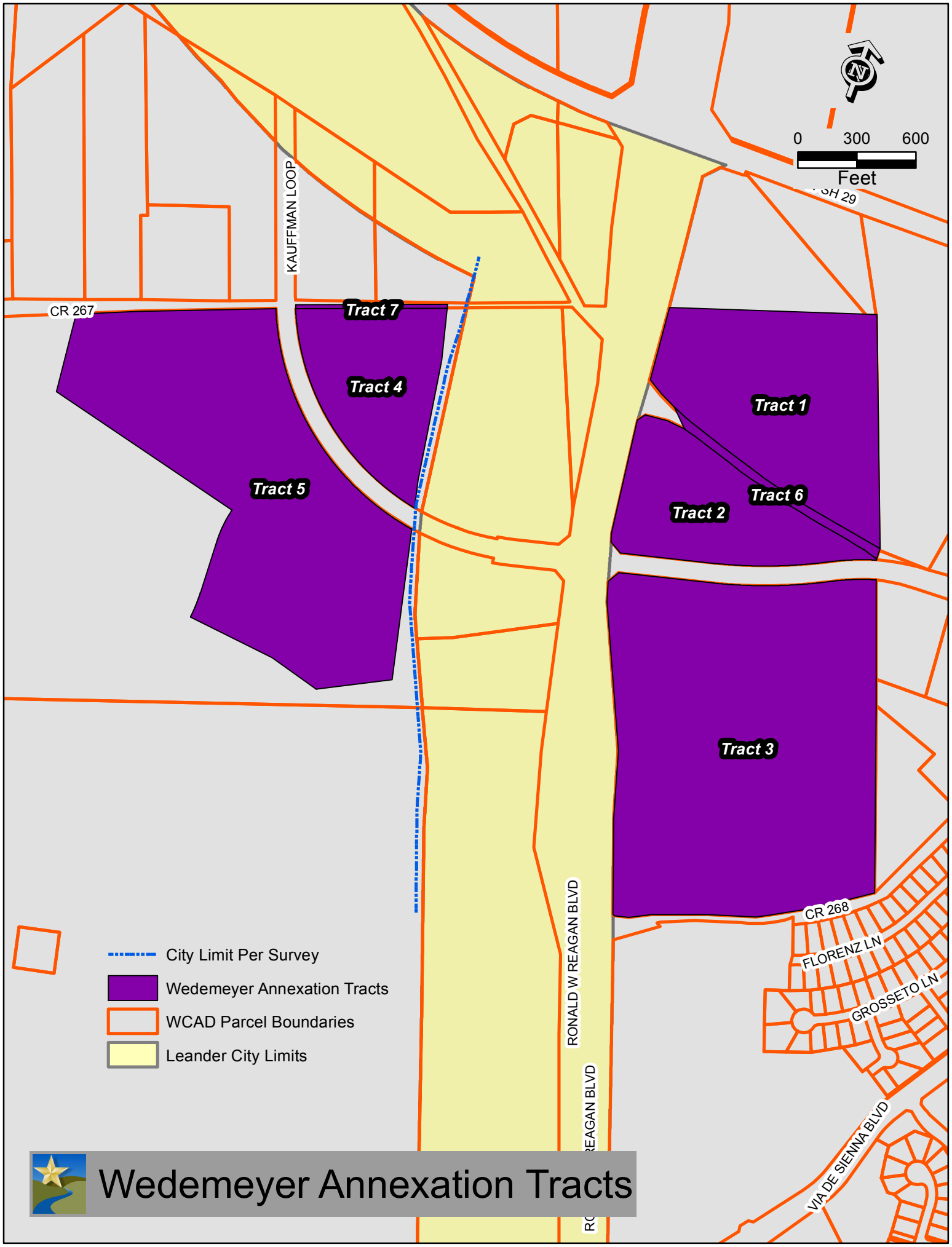
Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

PATH:– J:\4306\survey\FN–ANNEXATION TRACT

SCHEDULE FOR VOLUNTARY ANNEXATION
WEDEMEYER PROPERTY

DATE	ACTION/EVENT	LEGAL AUTHORITY
November 20, 2014	**COUNCIL BY WRITTEN RESOLUTION** Directs notification to land owners; and sets two (2) Public Hearings **January 15, 2015 and January 29, 2015**; Council directs development of service plan for area to be annexed.	Loc. Gov't Code, §§ 43.063 & 43.065; Public Hearings: are on or after the 40th day but before 20th day before institution of proceedings.
By December 15, 2014	**NOTICE TO** property owners & utility providers	Loc. Gov't Code § 43.062(a)
December 31, 2014** Publish notice of First Public Hearing and send school district notice **January 14, 2015**** Publish notice of Second Public Hearings	**NEWSPAPER NOTICES** RE: FIRST AND SECOND PUBLIC HEARINGS; (If applicable, certified Notice to Railroad). POST NOTICE OF HEARINGS ON CITY'S WEBSITE AND MAINTAIN UNTIL HEARINGS COMPLETE **SCHOOL DISTRICT NOTICE** (notify each school district of possible impact w/in the period prescribed for publishing the notice of the First Public Hearing.)	Not less than 10 days nor more than 20 days before 1st and 2nd public hearings. Loc. Gov't Code, §43.063 (c). Loc. Gov't Code § 43.905; send school district notice not less than 10 days nor more than 20 days before the First Public Hearing.
Ten days after the date the first notice of Public Hearing is published	LAST DAY FOR SUBMISSION OF WRITTEN PROTEST BY RESIDENTS (10 days after first newspaper notice)	Site hearing required if 10% of adult residents of tracts protest within 10 days after 1st newspaper notice. Loc. Gov't Code, § 43.063 (b)
January 15, 2015*	**1st PUBLIC HEARING** AND PRESENT SERVICE PLAN (Not more than 40 days before the 1st reading of ordinance) *REGULAR MEETING*	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.063(a) & 43.065.
January 29, 2015*	**2nd PUBLIC HEARING** AND PRESENT SERVICE PLAN (At least 20 days before 1st reading of ordinance.) *REGULAR MEETING*	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.063(a) & 43.065.
Institution Date **February 19, 2015***	**FIRST READING** OF ORDINANCE *REGULAR MEETING*	Date of institution of proceedings. Not less than 20 days from the second public hearing nor more than 40 days from the first public hearing.
March 5, 2015; Or at a special called meeting after the 1st First Reading	**SECOND-FINAL READING** OF ORDINANCE *REGULAR MEETING*	Not more than 90 days after 1st reading of Ordinance § 43.064.
Within 30 days of Second Reading	**CITY SENDS COPY OF MAP** showing boundary changes to County Voter Registrar in a format that is compatible with mapping format used by registrar	Elec. Code §42.0615
Within 60 days of Second Reading	**CITY PROVIDES CERTIFIED COPY OF ORDINANCE AND MAPS TO:** 1. County Clerk 2. County Appraisal District 3. County Tax Assessor Collector 4. 911 Addressing 5. Sheriff's Office 6. City Department Heads 7. State Comptroller 8. Franchise Holders	

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


0
300
600
Feet
SH 29
KAUFFMAN LOOP
CR 267
Tract 7
Tract 4
Tract 5
Tract 1
Tract 6
Tract 2
Tract 3
CR 268
FLORENZ LN
GROSSETO LN
RONALD W REAGAN BLVD
VIA DE SIENNA BLVD
City Limit Per Survey
Wedemeyer Annexation Tracts
WCAD Parcel Boundaries
Leander City Limits
Wedemeyer Annexation Tracts

AGENDA ITEM # 29

Executive Summary

November 20, 2014

Council Agenda Subject: Consider nomination for representative member of the Board of Directors of the Travis Central Appraisal District

Background: The City of Leander can vote on a candidate to serve on the Board of Directors of the Travis Central Appraisal District.

Origination: Travis Central Appraisal District

Recommendation: No staff recommendation

Attachments: Ballot
Resumes of Candidates

Prepared by: Debbie Haile, City Secretary

TRAVIS CENTRAL APPRAISAL DISTRICT

BOARD OFFICERS
RICHARD LAVINE
CHAIRPERSON
KRISTOFFER S. LANDS
VICE CHAIRPERSON
ED KELLER
SECRETARY/TREASURER

MARYA CRIGLER
CHIEF APPRAISER

BOARD MEMBERS
TOM BUCKLE
BRUCE ELFANT
SHELLDA D. GRANT
DENNY HAMILL
ELEANOR POWELL
RICO REYES
BLANCA ZAMORA-GARCIA

November 3, 2014

City Of Leander
The Honorable Christopher Fielder, Mayor
Attn: Robert Powers
P.O.Box 319
Leander, TX 78641

NOV 04 2014
RECEIVED

Dear Mr. Fielder,

The deadline has passed for the jurisdictions in the eastern part of Travis County to make nominations for their representative member of the Board of Directors of the Travis Central Appraisal District. The term for the prospective member's service will be two years, starting in January 1, 2015. The following are the nominations and sponsoring jurisdictions for the Eastern Travis County member for our Board:

BALLOT

_____Tom Buckle City of Jonestown & City of Bee Cave

_____Tom Moody City of Cedar Park

This letter serves as a ballot, and is being sent to the presiding officer of each city and school district in eastern Travis County. We have also included some additional information on both nominees. **On or before December 8, 2014 your jurisdiction should vote and return the ballot to the Chief Appraiser of the appraisal district at the following address:**

Marya Crigler
Travis Central Appraisal District
P.O. Box 149012
Austin, TX 78714-9012

On or before December 15, 2014 I will inform you of the results of the election and send you a complete list of the Board members. If you have any questions, please feel free to call me at (512) 834-9317, ext. 337.

Sincerely,

Marya Crigler
Chief Appraiser
Travis Central Appraisal District

W. THOMAS BUCKLE

Experience

1995-Present **Scanlan Buckle and Young P.C.** Austin, TX

Principal

Primary Areas of Practice: Litigation; Municipal Law; Commercial and Residential Real Estate, including all aspects of land use controls; Wills Trusts and Estate Planning; Probate and Guardianship; and the creation and representation of various business entities.

1988-1995 **Scanlan & Buckle, P.C.** Austin, TX

Principal

Primary Areas of Practice: Litigation, Commercial and Residential Real Estate; Municipal Law; Wills, Trusts and Estate Planning; Probate and Guardianship; and the creation and representation of various business entities.

1978-1987 **Scanlan, Buckle & Fleckman** Austin, TX

Partner

Primary Areas of Practice: Litigation, Environmental law, Commercial and Residential Real Estate. Highly active in the State Bar's Environmental Law Section and also lecturing at a number of continuing legal education seminars concerning environmental matters.

1975-1978 **Office of the Attorney General** Austin, TX

Assistant Attorney General

Primary Areas of Practice: Environmental Protection Division of the Attorney General's office representing the state's environmental agencies advising them on air pollution matters. Litigated cases throughout the State of Texas and was directly involved with the congressional revisions to the Clean Air Act. Worked closely with Senator Lloyd Bentsen's staff, and various congressmen from Houston's area.

1973-1975 **Texas Air Control Board** Austin, TX

Staff Attorney

Primary Areas of Practice: Staff Attorney for agency responsible for controlling air pollution in the State of Texas.

1970-1973 **Legal Aid Society of Travis County** Austin, TX

Staff Attorney/Executive Director:

Primary Areas of Practice: Staff Attorney from 1970-1972 before serving on the Board of Directors. As acting Director in 1971-1972, supervised 20 employees and was responsible for administering six Grants which funded the Legal Aid program.

Education

1970 **University of Texas School of Law** Austin, TX

- Doctor of Jurisprudence degree

1967 **Rice University** Houston, TX

- B.A., Political Science

Thomas E. Moody
2619 Izoro Bend
Cedar Park, Texas 78613
Phone (512) 249-5728
Cell (512) 417-9515
t.e.moody@sbcglobal.net.

October 30, 2014

DATE OF BIRTH: June 2, 1945

EDUCATION: Sam Houston State University (1963-1967)
B.S. – Industrial Technology

COMMUNITY:

Member of St. Phillips United Methodist Church, current Commissioner on Travis County ESD # 14 Board of Directors, Past President of TC Twin Creeks Community HOA, President/Board Member of several HOA's, in my duties with D. R. Horton, Inc., Transportation Committee member for RECA of Austin and Government Relations Committee member for Austin Home Builders Association. Past Chairman, Northwest Austin Chamber of Commerce; Member, Real Estate Council of Austin (Transportation Committee); Member Austin Home Builders association (Governmental Affairs Committee); Past Member, Austin Contractors and Engineers Association; Past Vice-President, Rosenberg/Richmond Area Jaycees; Past Various Committees Chairman, Rosenberg/Richmond Chamber of Commerce and Fort Bend Chamber of Commerce; Lifetime Member, Fort Bend Chamber of Commerce; Member and Past Chairman, Board of Directors and Board of Trustees, First United Methodist Church of Rosenberg

WORK EXPERIENCE:

(August 2005 – present) D.R. Horton, Inc., Austin, Texas

Currently performing duties of **Land Development Project Manager**, in charge of land development on several single family residential and condominium projects. Duties include: land acquisition, entitlement procurement, construction of infrastructure,

(1967 – 2005) **Civil Engineering Sr. Project Manager (Houston and Austin)**

In charge of land development design and construction for single family residential development projects. Authored and obtained TCEQ approval of engineering reports for Municipal Utility District Creation Reports and Bond Issues; worked on projects in Houston, Leander, Hutto, Austin, Kyle, Cedar Park and Lakeway. Managed an Austin based civil engineering office, for land development, from 2002 to 2005.