



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

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



Thursday ~ February 19, 2015 at 7:00 PM

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

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

1. Open meeting, Invocation, Pledges of Allegiance
2. Roll Call
3. Staff Comments:
4. Citizen Comments: Three (3) minutes allowed per speaker  
*Please turn in speaker request form before the meeting begins*
5. Receive Annual Financial Report for Year Ending September 30, 2014

**CONSENT AGENDA: ACTION**

6. Approval of the minutes: February 5, 2015 (Regular and Additional Item)
7. Submission of Racial (Biased Based) Profiling Report for Calendar Year 2014
8. Dedication and Acceptance of Subdivision Infrastructure Improvements for Hawke's Landing Subdivision, Phase I

**PUBLIC HEARING: ACTION**

9. **Public Hearing** on Zoning Case #15-Z-001: Consider a zoning change for a portion of a tract of land for 1.7 acres, more or less, generally located to the northwest of the intersection of South Bagdad Road and Marsala Circle from LO-2-B, Local Office, to MF-2-B, Multi Family, Leander, Williamson County, Texas *Applicant: Ken Liem in behalf of Emmet J. and Sally Hawkes*  
  
**Action** on Zoning Case #15-Z-001: amending Ordinance #05-018, the Composite Zoning Ordinance for the property located to the northwest of the intersection of South Bagdad Road and Marsala Circle, Leander, Williamson County, Texas
10. **Public Hearing** on Zoning Case #15-Z-002: Consider a zoning change for a parcel of land for 10.00 acres, more or less, located at 1195 Sonny Drive from SFR-1-B, Single Family Rural to SFR-2-B, Single Family Rural, Leander, Williamson County, Texas  
*Applicant: John Avery on behalf of Mission Presbytery Inc. /Caz Minter*

**Action** on Zoning Case #15-Z-002: amending Ordinance 05-018, the Composite Zoning Ordinance for the property located 1195 Sonny Drive, Leander, Williamson County, Texas

11. **Public Hearing** on Subdivision Case #14-CP-013: Hold a public hearing on the Palmera Bluff Concept Plan, for 220.30 acres more or less; generally located to the east of the eastern terminus of San Gabriel Pkwy, north of the Palmera Ridge Subdivision, and to the west of Ronald Reagan Blvd, Williamson County Texas.

**Action** on Subdivision Case #14-CP-013: Concept Plan for Palmera Bluff will be considered with Item # 12 on the agenda

### REGULAR AGENDA

12. Consider Addendum #1 to the Palmera Ridge Development Agreement and Addendum #1 to the Palmera Ridge Facilities Agreement between the City of Leander and Palmera Ridge Development, Inc.; Hanna/Magee LP #1; and Palmera Ridge Municipal Utility District for 220 acres, more or less, generally located northwest of the intersection of Hero Way and Ronald Reagan Blvd. and within the extraterritorial jurisdiction of the City of Leander, Williamson County, Texas
13. Consider a Resolution approving the annexation of 220.30 acres of land, more or less, by and an increase in bonding authority of Palmera Ridge Municipal Utility District of Williamson County
14. Consider amendments to the Subdivision Ordinance, Chapter 10, Exhibit A, Section 61, Park Land Dedication and Park Improvements
15. Consider a Resolution Agreement to provide matching funds as required by the Criminal Justice Division (CJD) of the Governor's Office grant for the continued funding of the Victim Services Coordinator position
16. First Reading of an Ordinance of the City of Leander, Texas annexing 35.48 acres of land, more or less, into the corporate limits of the City, including the abutting roadways and rights-of-way, at the request of the property owner; approving a service plan for the annexed area; making findings of fact; providing a severability clause; and providing an effective date.
17. First Reading of an Ordinance of the City of Leander, Texas annexing 261.17 acres of land, more or less, into the corporate limits of the City, including the abutting roadways and rights-of-way, at the request of the property owner; approving a service plan for the annexed area; making findings of fact; providing a severability clause; and providing an effective date.
18. Consider Award for Two (2) Pumper Truck Vehicles for Fire Department
19. Consider an Ordinance closing, vacating, and abandoning a portion of street right-of-way of Old 2243 West, authorizing conveyance to the abutting property owner, and providing findings of fact and other matters

### EXECUTIVE SESSION

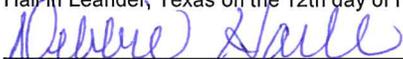
20. Convene into executive session pursuant to Section 551.072, Texas Government Code, to deliberate the acquisition and value of real property
21. Reconvene into open session to take action as deemed appropriate in the City Council's discretion regarding the acquisition and value of real property

22. Council Members Closing Statements

23. Adjournment

**CERTIFICATION**

This meeting will be conducted pursuant to the Texas Government Code Section 551.001 et seq. At any time during the meeting the Council reserves the right to adjourn into executive session on any of the above posted agenda items in accordance with the sections 551.071 [litigation and certain Consultation with attorney], 551.072 [acquisition of interest in real property], 551.073 [contract for gift to city], 551.074 [certain personnel deliberations Or 551.076 [deployment/implementation of security personnel or devices]. The City of Leander is committed to compliance with the American with Disabilities Act. Reasonable modifications and equal access to communications will be provided upon request. Please call the City Secretary at (512) 528-2743 for information. Hearing impaired or speech disabled persons equipped with 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 12th day of February, 2015 by 5:00 pm pursuant to Chapter 551 of the Texas Government Code.

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



**Executive Summary**

**February 19, 2015**

**Council Agenda Subject:** Receive Annual Financial Report for Year Ending September 30, 2014.

**Background:** The City's auditor, Pattillo, Brown & Hill, LLP, has completed the annual audit for fiscal year ending September 30, 2014 and will be present to review the report with City Council.

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

**Financial Consideration:** N.A.

**Recommendation:** Motion to Accept Annual Financial Report for Year Ending September 30, 2014.

**Attachments:** Annual Financial Report

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



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

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

Thursday ~ February 5, 2015 at 7:00 PM



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

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

1. Open meeting, Invocation, Pledges of Allegiance  
**Mayor Fielder opened the meeting at 7:00 pm and welcomed those in attendance  
Council Member Lynch delivered the invocation**
2. Roll Call  
**All present**
3. Staff Comments: Chief Minton – National Night Out Award  
Chief Gardner – Council Retreat Video  
**Police Chief Minton announced that the Police Department received an award for their National Night Out Program. He also recognized Officer Conrad for her participation.  
Fire Chief Gardner showed Council a video of the team building event from the recent Council Retreat**
4. Citizen Comments: Three (3) minutes allowed per speaker  
*Please turn in speaker request form before the meeting begins*  
**No citizens comments**
5. Proclamation recognizing February 2015 as “Black History Month”  
**Mayor Pro Tem Navarrette read the Proclamation  
Eric Zeno, Economic Development Manager was presented the Proclamation**

**CONSENT AGENDA: ACTION**

6. Approval of the minutes: January 29, 2015
7. Special Use Permit – Old Town Street Festival
8. Contract Award for the Bagdad Road Sidewalk Project

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

## REGULAR AGENDA

9. Consider Golf Course Fee Increases  
**Steve Bosak, Parks and Recreation Director explained**

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

10. Consider Selection of Construction Delivery Method for Fire Station # 4  
**Bill Gardner, Fire Chief explained**

**Motion made by Council Member Dishongh to approve the Construction Manager at Risk. Second by Council Member Siebold. Motion passes, all voting "aye"**

11. Consider Economic Development Incentives for Cherry Hill Catfish  
**This item was pulled from the agenda by the Developer**

12. Consider appointments / reappointments to the BCRUA Board  
**Mayor Fielder explained**

**Motion made by Mayor Fielder to appoint Council Member Abruzzese to the Director Position on the BCRUA Board and to appoint Mayor Pro Tem Navarrette to the Citizen Director position. Motion passes, all voting "aye"**

**Mayor Fielder moved to the Additional Item Agenda at this time.**

## EXECUTIVE SESSION

13. Convene into executive session pursuant to Section 551.072, Texas Government Code, to deliberate the acquisition and value of real property

**Council convened into executive session at 7:50 pm  
Council reconvened into open session at 8:14 pm**

14. Reconvene into open session to take action as deemed appropriate in the City Council's discretion regarding the acquisition and value of real property  
**Motion made by Mayor Pro Tem Navarrette to approve the acquisition of real property as discussed in executive session. Second by Council Member Dishongh. Motion passes, all voting aye"**

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

16. Adjournment  
**With there being no further business, the meeting adjourned at 8:15 pm**

Attest:

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

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

## MINUTES

### NOTICE OF ADDITIONAL ITEMS ON AGENDA



**REGULAR CITY COUNCIL MEETING  
CITY OF LEANDER, TEXAS  
February 5, 2015**



NOTICE IS HEREBY GIVEN THAT THE CITY COUNCIL OF THE CITY OF LEANDER, TEXAS, WILL MEET AT 7:00 P.M. IN A REGULAR MEETING ON THE 5th DAY OF FEBRUARY, 2015 AT ITS REGULAR MEETING PLACE, THE PAT BRYSON MUNICIPAL HALL, 201 N. BRUSHY STREET, IN THE CITY OF LEANDER, TEXAS, AND IN ADDITION TO THE ITEMS POSTED IN ACCORDANCE WITH THE MEETING REQUIREMENTS WILL ALSO CONSIDER THE ADDITIONAL ITEMS LISTED BELOW:

#### **REGULAR AGENDA ADDITIONAL ITEMS:**

1. Consider Variance to Construction Noise Bylaw for Piazza Construction, LLC for the Leander Charter High School Project and RCM Services for Texan Self Storage to allow for Early Morning Concrete Pours  
**Wayne Watts, City Engineer explained**

**Motion made by Council Member Siebold to approve the variance for Leander Charter School. Second by Mayor Pro Tem Navarrette. Motion passes, all voting "aye"**

**Glenda Jacoby with RCM Services explained the request**

**Motion made by Council Member Siebold to approve the variance for Texan Self Storage with the staff to determine whether the 2<sup>nd</sup> pour will need to be brought back to council and reader boards to be provided to notify citizens of the date and time of the pour. Second by Council Member Lynch. Motion passes, all voting "aye"**

Attest:

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

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



**Executive Summary**

**2/19/2015**

**Agenda Subject:** Submission of Racial (Biased Based) Profiling Report for calendar year 2014

**Background:** The Texas Code of Criminal Procedure requires electronic submission of a “racial profiling report form” to the Texas Commission on Law Enforcement (TCOLE), along with the reporting agency’s governing body. A print out of the information submitted to the state is attached as an appendix A to the report. We are submitting to the Council information to provide a more comprehensive report. The department has adopted policies and standards to expand our reporting to include any “bias based profiling.” No complaint for racial or bias based profiling on a traffic stop was received by the department for the calendar year 2014.

**Origination:** Chief Greg Minton

**Financial Consideration:** \$ 0

**Recommendation:** Not applicable

**Attachments:** Biased Based Profiling Report for 2014

**Prepared by:** Sergeant L. Wilcox

# Biased Based Profiling Report for 2014

Leander Police Department  
January 24, 2015

In compliance with the requirements of the *Texas Code of Criminal Procedure* 2.132(b), the Leander Police Department has a detailed written policy on racial profiling. In compliance with our accreditation status with the Commission of Accreditation for Law Enforcement, Inc. (CALEA) we have expanded this to encompass bias based profiling. Our Department Standard Operational Procedure (DSOP) Chapter 1 contain the detailed written policy. Portions of that policy are reproduced in this report. Currently all vehicles regularly assigned to patrol activities are equipped with video/audio recording equipment.

*Policy Statement from DSOP 1*

It shall be the policy of this department to comply with Articles 2.131 through 2.135 of the *Code of Criminal Procedure (CCrP)* and subsequent amendments, commonly referred to as the “Racial Profiling Law.” Further, biased based profiling is defined as the selection of an individual(s) for enforcement based solely on a trait common to a group. This includes, but is not limited to, race, ethnic background, gender, sexual orientation, religion, economic status, age, cultural group, or any other identifiable group. In short, “Biased Based Profiling,” as defined herein, is prohibited by employees of this department in traffic contacts, field contacts and in asset seizure and forfeiture efforts.

*Definitions from DSOP 1*

*Bias based profiling:* The selection of an individual(s) for enforcement action based solely on a trait common to a group. This includes, but is not limited to, race, ethnic background, gender, sexual orientation, religion, economic status, age, cultural group, or any other identifiable group.

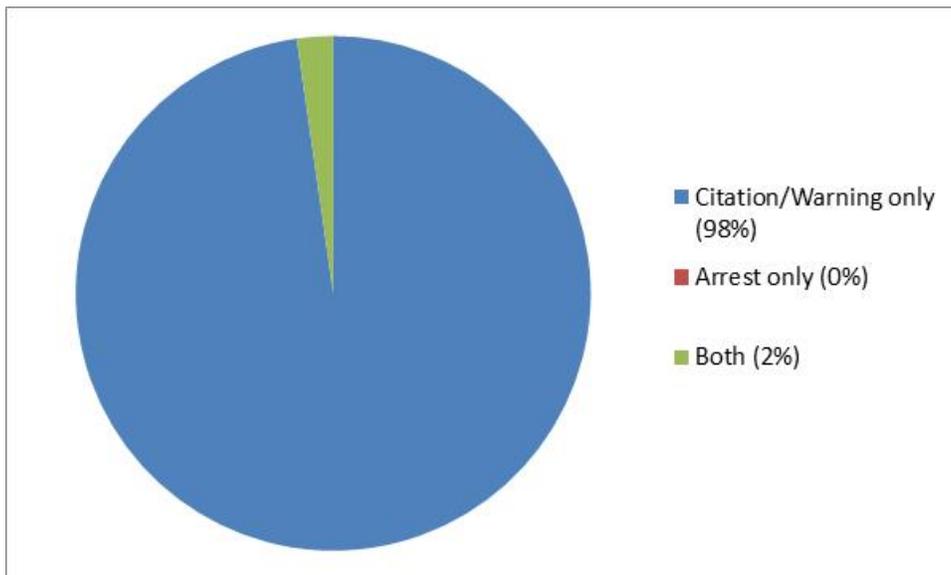
*Race or Ethnicity:* means of a particular descent, including Caucasian, African, Hispanic, Asian, or Native American descent.

*Acts Constituting Biased Based Profiling:* are actions taken by law enforcement, such as a traffic stop, a detention, a search, issuance of a citation, or an arrest, initiated solely on the basis of an individual’s race, ethnicity, trait common to a group, or national origin or on the basis of racial or ethnic stereotypes, rather than upon the individual’s behavior, information identifying the individual as having possibly engaged in criminal activity, or other lawful reasons for initiating the enforcement action.

Data has been collected from all traffic stops. In all traffic stops, either a citation or a written warning is issued to document the race/ethnicity of the driver, whether the officer knew the race/ethnicity prior to the stop, and if a search was conducted, and if that search was a consent search. This data has been reported to the state via electronic submission. The data reported in this method is shown in Appendix A. In addition, the data is illustrated graphically.

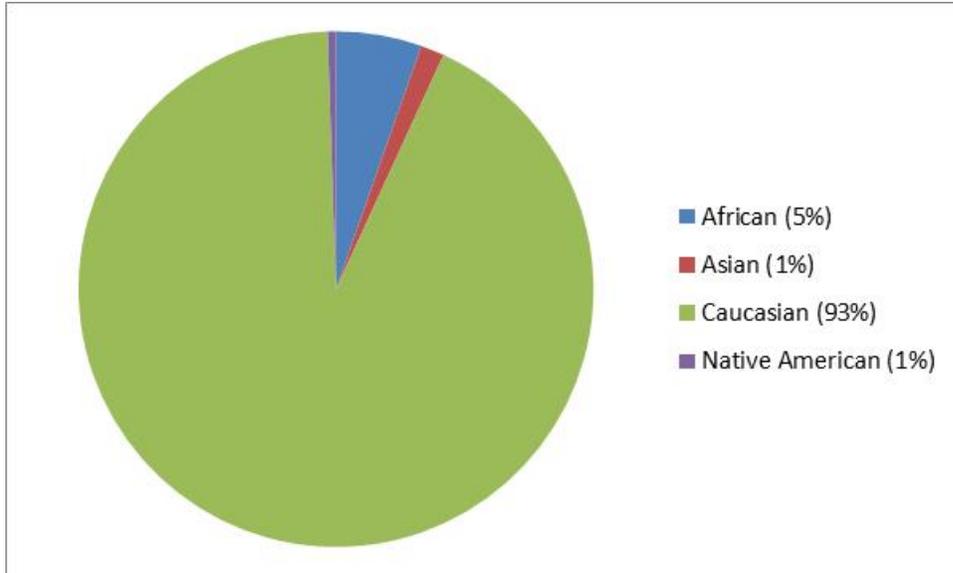
All traffic stops result in either a written warning or a citation. If a traffic stop results in an arrest, the case number is documented on the citation or warning. A total of 9,673 traffic stops resulted in citations or warnings only, 98%, and 224 of those stops resulting in both a citation/warning and an arrest, 2%. As stated earlier, or policy requires either a written citation or warning for all stops.

### Result of Traffic Stop

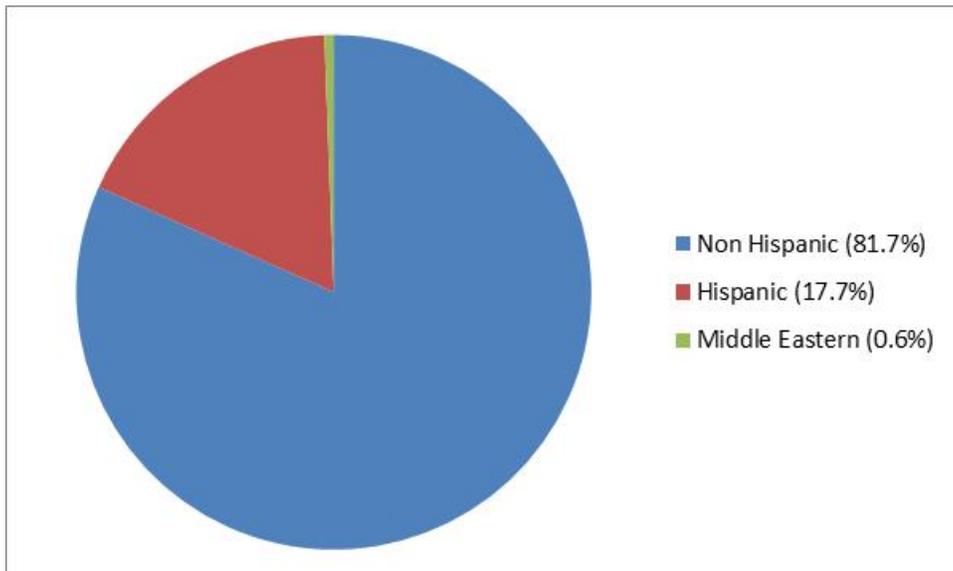


Race and ethnicity may overlap in that someone may be reported on their driver license as Caucasian but have an ethnicity of Hispanic. Graphs first will illustrate race of the driver and a separate graph illustrates the ethnicity of the driver. The races are Asian, Native American, African American or Caucasian. The ethnicities are Middle Eastern, Hispanic and Non-Hispanic.

## Race of Driver

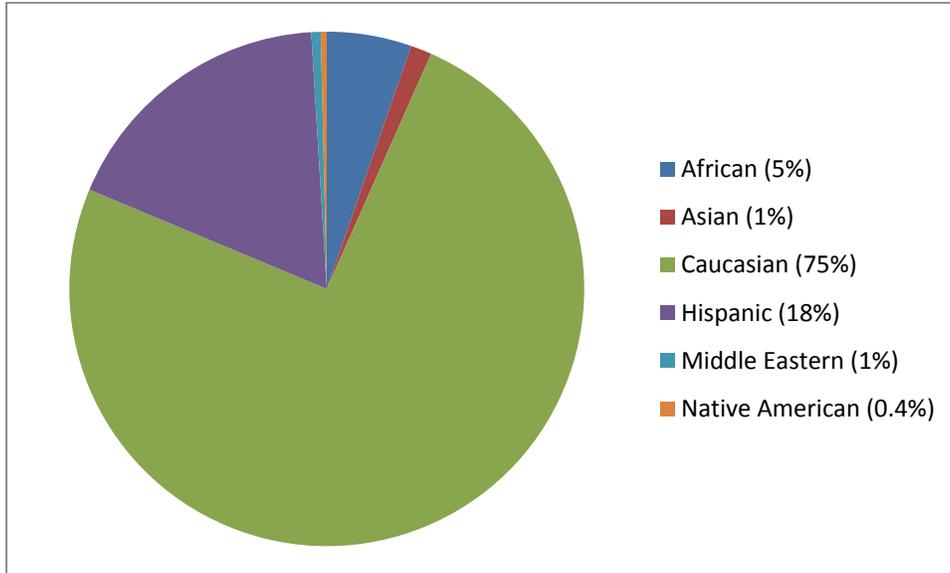


## Ethnicity of Driver



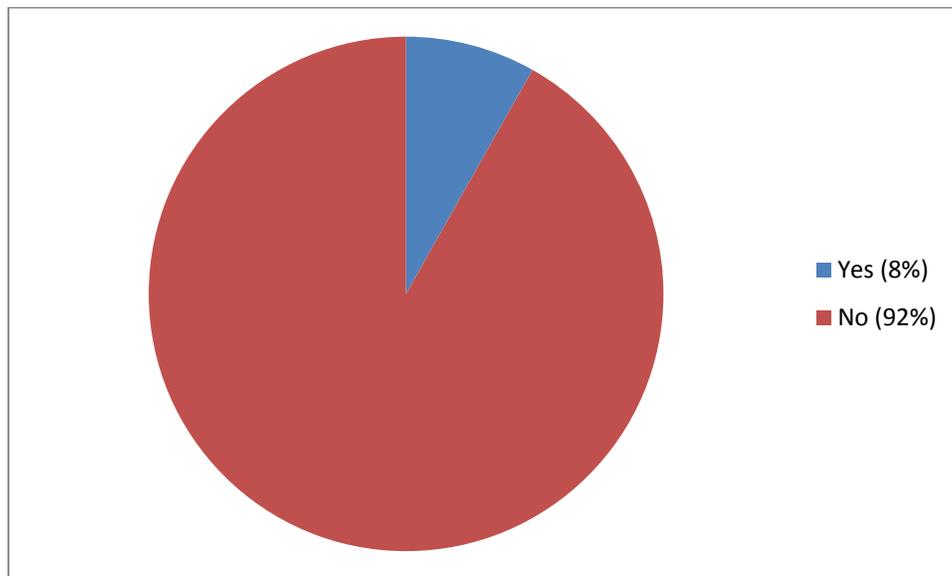
In compliance with the required state reporting categories, all drivers identified as African American, Asian, or Native American were reported as such. All drivers with an ethnicity of Hispanic or Middle Eastern were reported as such, adjusting each total number if a Hispanic or Middle Eastern person was already included in the African American, Asian or Native American category. The remaining drivers were reported as Caucasian.

### Combined Race and Ethnicity of Driver



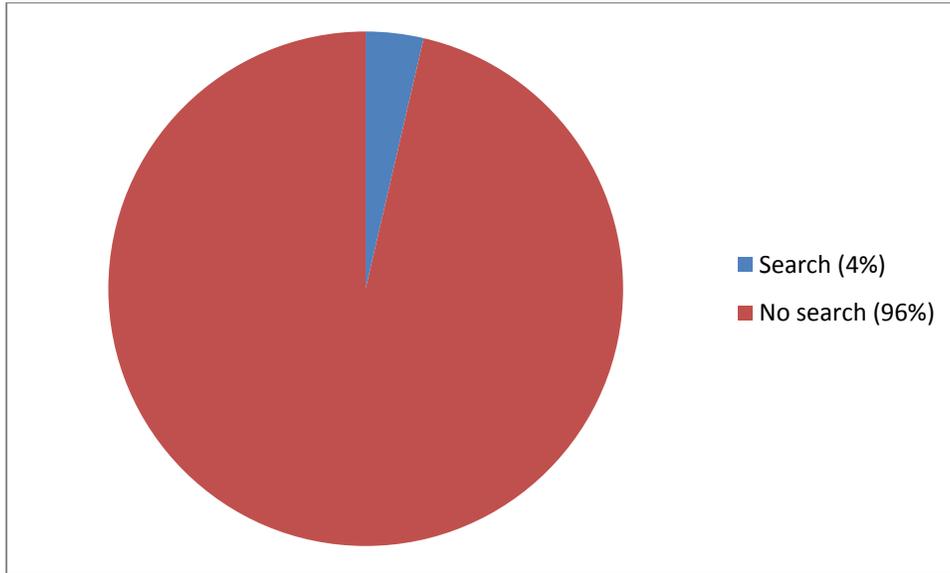
Officers reported in only 810 of the traffic stops, or 8%, that they knew the race or ethnicity of the driver prior to the stop. This is illustrated in the graph as the “yes” category.

### **Race or Ethnicity Known Prior to Traffic Stop**



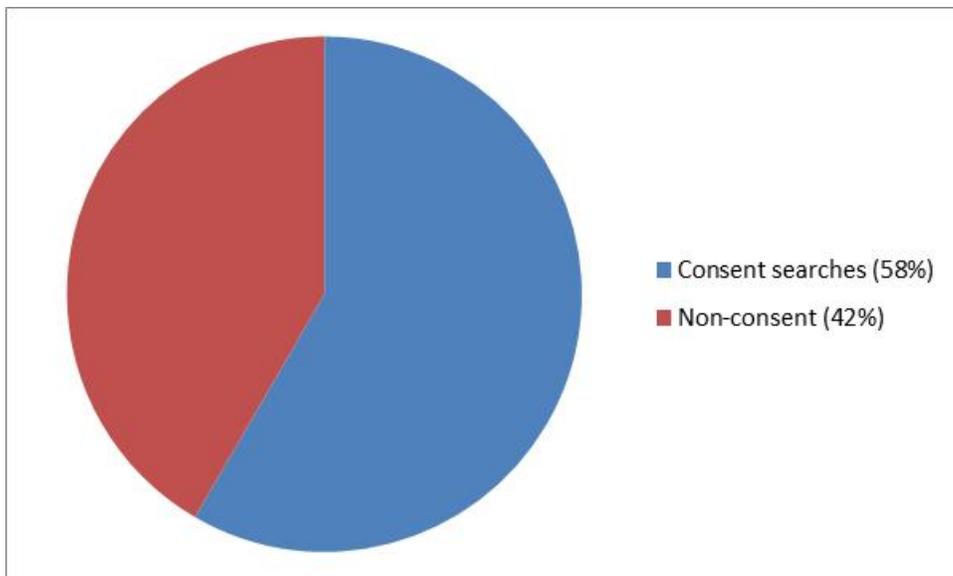
Officers reported that in 358 of the traffic stops, or 4%, searches were conducted. This is represented in the graph as the “Search” category.

### Search Conducted on Traffic Stop



Of those 358 searches, officers reported that 209, or 58%, were consent searches. The consent search is illustrated in the graph by the “Consent” category. Part of this number of “total” searches was the category of Vehicle Inventory, which is not legally considered a search. We record this inventory in the category because we are inside the vehicle. Of 383 searches, officers reported that 47, or 12% of the total, were inventories to protect the owner’s property. Another way to represent this data is that of the 163 non-consent searches 29% were done to protect the owner’s property.

### Consent Searches on Traffic Stop



Appendix A  
Data Reported Electronically to the state

# TIER 1 - PARTIAL EXEMPTION RACIAL PROFILING REPORT

**Agency Name:** LEANDER POLICE DEPT.  
**Reporting Date:** 01/24/2015  
**TCOLE Agency Number:** 491210  
**Chief Administrator:** GREG MINTON  
**Agency Contact Information:** Mailing Address:  
LEANDER POLICE DEPT.  
705 Leander Dr  
Leander, TX 78641

This Agency claims partial racial profiling report exemption because:

Our vehicles that conduct motor vehicle stops are equipped with video and audio equipment and we maintain videos for 90 days.

Certification to This Report 2.132 (Tier 1) – Partial Exemption

Article 2.132(b) CCP Law Enforcement Policy on Racial Profiling

LEANDER POLICE DEPT. has adopted a detailed written policy on racial profiling. Our policy:

- (1) clearly defines acts constituting racial profiling;
- (2) strictly prohibits peace officers employed by the LEANDER POLICE DEPT. from engaging in racial profiling;
- (3) implements a process by which an individual may file a complaint with the LEANDER POLICE DEPT. if the individual believes that a peace officer employed by the LEANDER POLICE DEPT. has engaged in racial profiling with respect to the individual;
- (4) provides public education relating to the agency's complaint process;
- (5) requires appropriate corrective action to be taken against a peace officer employed by the LEANDER POLICE DEPT. who, after an investigation, is shown to have engaged in racial profiling in violation of the LEANDER POLICE DEPT.'s policy adopted under this article;
- (6) require collection of information relating to motor vehicle stops in which a citation is issued and to arrests made as a result of those stops, including information relating to:
  - (A) the race or ethnicity of the individual detained;
  - (B) whether a search was conducted and, if so, whether the individual detained consented to the search; and
  - (C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and

(7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:

(A) The Commission on Law Enforcement; and

(B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

**I certify these policies are in effect.**

Executed by: **GREG MINTON**

Chief Administrator

LEANDER POLICE DEPT.

Date: 01/24/2015

## LEANDER POLICE DEPT. Motor Vehicle Racial Profiling Information

### Number of motor vehicle stops:

1. **9673** citation only
2. **0** arrest only
3. **224** both
4. **9897 Total** (4, 11, 14 and 17 must be equal)

### Race or Ethnicity:

5. **526** African
6. **132** Asian
7. **7389** Caucasian
8. **1755** Hispanic
9. **58** Middle Eastern
10. **37** Native American
11. **9897 Total** (lines 4, 11, 14 and 17 must be equal)

### Race or Ethnicity known prior to stop?

12. **810** Yes
13. **9087** No
14. **9897 Total** (lines 4, 11, 14 and 17 must be equal)

### Search conducted?

15. **358** Yes
16. **9539** No
17. **9897 Total** (lines 4, 11, 14 and 17 must be equal)

### Was search consented?

18. **209** Yes
19. **149** No
20. **358 Total** (must equal line 15)



**Executive Summary**

**February 19, 2015**

**Council Agenda Subject:** Consider Dedication and Acceptance of Subdivision Infrastructure Improvements for Hawke's Landing Subdivision

**Background:** The subdivision infrastructure improvements required for Hawke's Landing Subdivision 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 February 19, 2015 which will provide warranty and maintenance coverage for the infrastructure improvements through February 19, 2017. 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 Hawke's Landing Subdivision.

**Attachments:** Location Map, 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



**Hanrahan • Pritchard Engineering, Inc.**

8333 Cross Park Drive  
Austin, Texas 78754

**HPE**

Phone: 512.459-4734  
Fax: 512.459.4752  
E-Mail: [info@hp-eng.com](mailto:info@hp-eng.com)  
TX PE Firm Reg. No. 416

**ENGINEER'S CONCURRENCE LETTER  
FOR FINAL INSPECTION AND  
ENGINEERING RELEASE**

**Date: October 17, 2014**

**Project Name: Hawkes Landing Phase 1**

**Address: Leander, Texas**

On this day, October 17, 2014, I, Stephen R. Jamison, P.E., the undersigned engineer, or my designated representative made a visual inspection of the above referenced project. I have also visited the site during construction and observed that the civil portions of this project were all constructed per the approved plans, with insignificant deviation. I, therefore verify the adequate completion of the above referenced project.

Items not satisfactorily completed:

1. All disturbed areas shall be revegetated.



By:   
Stephen R. Jamison, P.E. \_\_\_\_\_ 10/17/14  
Date



## ADA Assistance

107 Meadow Woods, Kyle TX 78640 (512) 787-3687 Fax (866)268-1810  
Email: [robert@adaassistance.com](mailto:robert@adaassistance.com) Internet: [www.adaassistance.com](http://www.adaassistance.com)

**DATE:** October 16, 2014

**TO:** Hence Distel  
Hanrahan Pritchard Engineering  
8333 Cross Park Dr  
Austin TX 78754  
[hence@hp-eng.com](mailto:hence@hp-eng.com)

**FROM:** Robert Ronson, RAS

**PROJECT:** Hawkes Landing Phase One  
Sterling Ridge Dr  
Leander TX

**Inspection performed:** 10/16/2014

**SUBJECT: INSPECTION COMPLETED – NO VIOLATIONS**

We are pleased to inform you that the referenced project has been inspected and no non-compliant items were found so the project appears to be in substantial compliance with provisions of the Texas Government Code, Chapter 469. Specifically inspected were pedestrian elements within the scope of the referenced project that were constructed at the time of the inspection. Intersection curb ramps, sidewalks at Block I lot 1 & Block G lot 13.

Please note, this determination does not address the requirements of the Americans with Disabilities Act (ADA), (P.L. 101-336), or any other state, local, or federal requirements. For information on the ADA, please contact the United States Department of Justice, Civil Rights Division at (202) 514-0301.

Also note, this project is understood to be under \$50,000 in value and not subject to review and/or inspection under current state law, therefore this report is advisory in nature only and does not constitute a requirement under the Texas Architectural Barriers Act.

If you have any questions concerning the results of the inspection, or the requirements of the Architectural Barriers Act, or if you are not the owner of record for this facility, contact Robert Ronson at (512) 787-3687.

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NOTE: The review of documents as contract documents and field inspections by this accessibility specialist for the Texas Department of Licensing and Regulation (TDLR) is based on a best efforts endeavor following instruction and certification by TDLR. Plan review and inspection in no way warrants complete compliance with the Texas Accessibility Standards. The business, the professional, his employees, engineers, and client for whom the review or inspection is made agrees to hold harmless and indemnify this accessibility specialist from and against any liability arising from performance of the work.

MAINTENANCE BOND  
Subdivision Improvements

THE STATE OF TEXAS                    §

COUNTY OF WILLIAMSON               §

Bond No. 4395183MNT

KNOW ALL BY THESE PRESENTS, that Austin Engineering Co., Inc.  
as Principal, whose address is P.O. Box 342349, Austin, Texas 78734 and  
Suretec Insurance Company a Corporation organized under the  
laws of the State of Texas, and duly authorized to do business in the State of Texas, as  
Surety, are held and firmly bound unto the City of Leander, Texas as Obligee, in the penal sum  
of One Hundred Ninety Three Thousand Fifty Two and 70/100's Dollars  
(\$ 193,052.70) 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 Hawkes Landing, Phase 1 - Subdivision Improvements  
*(insert description of subdivision improvements)* (the "improvements") pursuant to the  
ordinances of the Obligee, which ordinances are hereby expressly made a part hereof as though  
the same were written and embodied herein;

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

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

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

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

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

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

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

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

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

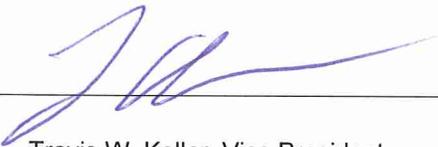
IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 8th day of September, 2014.

Austin Engineering Co., Inc.

Suretec Insurance Company

Principal

Surety

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

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

Title: Travis W. Keller, Vice President

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

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

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

P.O. Box 342349

1330 Post Oak Blvd., Suite 1100

Austin, Texas 78734

Houston, Texas 77056

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

Ballew Surety Agency, Inc., David S. Ballew

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

(Seal)

# SureTec Insurance Company

## LIMITED POWER OF ATTORNEY

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

David S. Ballew

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

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

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

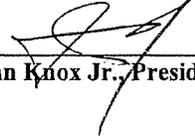
*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the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

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

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

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

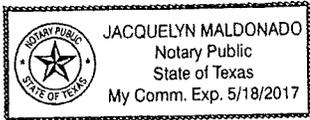
SURETEC INSURANCE COMPANY

By:   
John Knox Jr., President



State of Texas                    ss:  
County of Harris

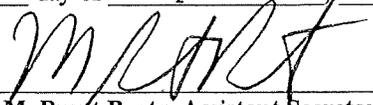
On this 21st day of March, A.D. 2013 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows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



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

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

Given under my hand and the seal of said Company at Houston, Texas this 8th day of September, 2014, A.D.

  
M. Brent Beaty, Assistant Secretary

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

# **SureTec Insurance Company**

## **THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION**

### **Statutory Complaint Notice**

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint at: 1-866-732-0099. You may also write to the Surety at:

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

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write the Texas Department of Insurance at

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

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

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### **Terrorism Risks Exclusion**

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

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

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

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

# INVOICE

## FINAL COST & QTYs

Estimate Number: **FIVE (5)** Invoice No: **14462**  
Estimate Date: **9/25/2014** **FINAL BILLING**

Owner: **BLG HAWKES, LLC.**  
**8601 RANCH ROAD 2222**  
**BUILDING 1, STE. 150**  
**AUSTIN, TEXAS 78730**

Project: **HAWKES LANDING PHASE 1**

CLIENT # 02213

AECO. Job No. 14-005

ITEM	DESCRIPTION	CONTRACT			PREVIOUS			CURRENT			TOTAL	
		UN	QTY	Unit Price	Amount	QTY	Amount	QTY	Amount	QTY	Amount Due	%
<b>A. EROSION &amp; SEDIMENTATION CONTROL</b>												
A1	Temporary silt fence	LF	4,967	\$ 2.00	\$ 9,934.00	100%	\$ 9,934.00	0%	\$ -	100%	\$ 9,934.00	100%
A2	Inlet protection devices to existing & proposed inlets	EA	22	\$ 80.00	\$ 1,760.00	100%	\$ 1,760.00	0%	\$ -	100%	\$ 1,760.00	100%
A3	Topsoil (6 inch depth) in all disturbed areas (does NOT include water quality & detention pond)	SY	9,728	\$ 1.10	\$ 10,700.80	100%	\$ 10,700.80	0%	\$ -	100%	\$ 10,700.80	100%
A4	Permanent erosion control by hydromulch planting in all disturbed areas (does NOT include water quality & detention pond)	SY	9,728	\$ 0.60	\$ 5,836.80	100%	\$ 5,836.80	0%	\$ -	100%	\$ 5,836.80	100%
A5	Stabilized construction entrance	EA	1	\$ 950.00	\$ 950.00	100%	\$ 950.00	0%	\$ -	100%	\$ 950.00	100%
A6	Rock Berm	LF	21	\$ 16.00	\$ 336.00	100%	\$ 336.00	0%	\$ -	100%	\$ 336.00	100%
A7	Maintain Erosion Controls throughout construction	LS	1	\$ 1,500.00	\$ 1,500.00	100%	\$ 1,500.00	0%	\$ -	100%	\$ 1,500.00	100%
<b>TOTAL EROSION &amp; SEDIMENTATION CONTROL</b>				<b>\$</b>	<b>31,017.60</b>	<b>\$</b>	<b>31,017.60</b>	<b>0%</b>	<b>\$ -</b>	<b>\$</b>	<b>31,017.60</b>	<b>100%</b>
<b>B. STREET IMPROVEMENTS</b>												
B1	Clear & Grub as needed for installation of subdivision improvements	AC	4.05	\$ 2,450.00	\$ 9,922.50	100%	\$ 9,922.50	0%	\$ -	100%	\$ 9,922.50	100%
B2	All excavation & embankment for subdivision improvements, including any/all hauling in or hauling off of material as necessary (does NOT include water quality & detention pond)	SY	15,998	\$ 6.25	\$ 99,987.50	100%	\$ 99,987.50	0%	\$ -	100%	\$ 99,987.50	100%
B3	Subgrade preparation as per Geotechnical Report prepared by MLA Labs, Inc. dated 09/2013	SY	12,386	\$ 2.50	\$ 30,965.00	100%	\$ 30,965.00	0%	\$ -	100%	\$ 30,965.00	100%
B4	8" inch crushed limestone base as per Geotechnical Report prepared by MLA Labs, Inc. dated 09/2013	SY	9,591	\$ 9.50	\$ 91,114.50	100%	\$ 91,114.50	0%	\$ -	100%	\$ 91,114.50	100%
B5	10" inch crushed limestone base as per Geotechnical Report prepared by MLA Labs, Inc. dated 09/2013	SY	2,795	\$ 11.50	\$ 32,142.50	100%	\$ 32,142.50	0%	\$ -	100%	\$ 32,142.50	100%
B6	1 1/2" hot mix asphaltic concrete as per Geotechnical Report prepared by MLA Labs, Inc. dated 09/2013	SY	7,405	\$ 8.10	\$ 59,980.50	100%	\$ 59,980.50	0%	\$ -	100%	\$ 59,980.50	100%

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

Owner: **BLG HAWKES, LLC.**  
**8601 RANCHO ROAD 2222**  
**BUILDING 1, STE. 150**  
**AUSTIN, TEXAS 78730**

# INVOICE

## FINAL COST & QTYs

Estimate Number: **FIVE (5)** Invoice No: **14462**  
 Estimate Date: **9/25/2014** **FINAL BILLING**

Project: **HAWKES LANDING PHASE 1** CLIENT # **02213** AECO. Job No. **14-005**

ITEM	DESCRIPTION	CONTRACT			PREVIOUS			CURRENT			TOTAL		
		UN	QTY	Unit Price	Amount	QTY	Amount	QTY	Amount	QTY	Amount Due	%	
B7	2" hot mix asphaltic concrete as per Geotechnical Report prepared by MLA Labs, Inc. dated 09/2013	SY	2,130	\$ 10.42	\$ 22,194.60	100%	\$ 10.42	0%	\$ -	100%	\$ 22,194.60	100%	
B8	Concrete valley gutter	EA	1	\$ 3,030.00	\$ 3,030.00	100%	\$ 3,030.00	0%	\$ -	100%	\$ 3,030.00	100%	
B9	Pavement cut / repair per City of Leander Detail	SF	401	\$ 8.00	\$ 3,208.00	100%	\$ 8.00	0%	\$ -	100%	\$ 3,208.00	100%	
B10	Standard 6" raised concrete curb & gutter	LF	4,668	\$ 11.85	\$ 55,315.80	100%	\$ 11.85	0%	\$ -	100%	\$ 55,315.80	100%	
B11	18" concrete ribbon curb	LF	72	\$ 15.10	\$ 1,087.20	100%	\$ 15.10	0%	\$ -	100%	\$ 1,087.20	100%	
B12	4" concrete sidewalk	SF	5,392	\$ 4.50	\$ 24,264.00	100%	\$ 4.50	0%	\$ -	100%	\$ 24,264.00	100%	
B13	8" concrete sidewalk	SF	8,393	\$ 3.65	\$ 30,634.45	100%	\$ 3.65	0%	\$ -	100%	\$ 30,634.45	100%	
B14	Curb ramps	EA	16	\$ 863.00	\$ 13,808.00	100%	\$ 863.00	0%	\$ -	100%	\$ 13,808.00	100%	
B15	Red diamond street end markers	EA	2	\$ 725.00	\$ 1,450.00	100%	\$ 725.00	0%	\$ -	100%	\$ 1,450.00	100%	
B16	Any/all striping & signage per the construction plans, including traffic signs, street name signs, hydrant reflectors etc.	LS	1	\$ 2,800.00	\$ 2,800.00	100%	\$ 2,800.00	0%	\$ -	100%	\$ 2,800.00	100%	
<b>TOTAL STREET IMPROVEMENTS</b>				<b>\$ 481,904.55</b>	<b>\$ 117,413.12</b>	<b>\$ -</b>	<b>\$ 481,904.55</b>	<b>100%</b>					
<b>C. DRAINAGE IMPROVEMENTS</b>													
C1	48" CL-III RCP (all depths)	LF	517	\$ 116.00	\$ 59,972.00	100%	\$ 59,972.00	0%	\$ -	100%	\$ 59,972.00	100%	
C2	42" CL-III RCP (all depths)	LF	116	\$ 86.00	\$ 9,976.00	100%	\$ 9,976.00	0%	\$ -	100%	\$ 9,976.00	100%	
C3	36" CL-III RCP (all depths)	LF	517	\$ 74.00	\$ 38,258.00	100%	\$ 38,258.00	0%	\$ -	100%	\$ 38,258.00	100%	
C4	24" CL-III RCP (all depths)	LF	1,441	\$ 57.00	\$ 82,137.00	100%	\$ 82,137.00	0%	\$ -	100%	\$ 82,137.00	100%	
C5	18" CL-III RCP (all depths)	LF	800	\$ 50.00	\$ 40,000.00	100%	\$ 40,000.00	0%	\$ -	100%	\$ 40,000.00	100%	
C6	5' x 5' box storm sewer manhole (all depths)	EA	1	\$ 3,400.00	\$ 3,400.00	100%	\$ 3,400.00	0%	\$ -	100%	\$ 3,400.00	100%	
C7	6' x 6' box storm sewer manhole (all depths)	EA	2	\$ 3,800.00	\$ 7,600.00	100%	\$ 7,600.00	0%	\$ -	100%	\$ 7,600.00	100%	
C8	10' foot curb inlet	EA	20	\$ 3,450.00	\$ 69,000.00	100%	\$ 69,000.00	0%	\$ -	100%	\$ 69,000.00	100%	
C9	Concrete rip rap for RCP	SF	143	\$ 17.20	\$ 2,459.60	100%	\$ 2,459.60	0%	\$ -	100%	\$ 2,459.60	100%	
C10	Water Quality & Detention Pond, including excavation / embankment, including any/all hauling in or hauling off of material as necessary, pipe gate, concrete pads, ramps, driveway, pond piping, outlet structure, rip-rap, revegetation & all other similar pond appurtenances	LS	1	\$ 465,601.80	\$ 465,601.80	100%	\$ 465,601.80	0%	\$ -	100%	\$ 465,601.80	100%	
C11	Storm Sewer connection to existing 5'x5' area inlet	EA	1	\$ 12,000.00	\$ 12,000.00	100%	\$ 12,000.00	0%	\$ -	100%	\$ 12,000.00	100%	
C12	Construction Staking	LF	3,391	\$ 1.20	\$ 4,069.20	100%	\$ 4,069.20	0%	\$ -	100%	\$ 4,069.20	100%	

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

Owner: **BLG HAWKES, LLC.**  
**8601 RANCH ROAD 2222**  
**BUILDING 1, STE. 150**  
**AUSTIN, TEXAS 78730**

# INVOICE

## FINAL COST & QTYs

Estimate Number: **FIVE (5)** Invoice No: **14462**  
 Estimate Date: **9/25/2014** **FINAL BILLING**

Project: **HAWKES LANDING PHASE 1**

CLIENT # **02213**

AECO, Job No. **14-005**

ITEM	DESCRIPTION	CONTRACT			PREVIOUS			CURRENT			TOTAL		
		UN	QTY	Unit Price	Amount	QTY	Amount	QTY	Amount	QTY	Amount Due	Comp.	
C13	Trench safety system for drainage improvements	LF	3,391	\$ 1.00	\$ 3,391.00	100%	\$ 3,391.00	0%	\$ -	100%	\$ 3,391.00	100%	
<b>TOTAL DRAINAGE IMPROVEMENTS</b>					<b>\$ 797,864.60</b>	<b>\$ 797,864.60</b>	<b>\$ -</b>	<b>\$ 797,864.60</b>	<b>100%</b>				
<b>D. GRAVITY WASTEWATER IMPROVEMENTS</b>													
D1	8" dia green-colored SDR-26 PVC (0'-8' Depths)	LF	1,753	\$ 38.00	\$ 66,614.00	100%	\$ 66,614.00	0%	\$ -	100%	\$ 66,614.00	100%	
D2	8" dia green-colored SDR-26 PVC (8'-10' Depths)	LF	776	\$ 42.00	\$ 32,592.00	100%	\$ 32,592.00	0%	\$ -	100%	\$ 32,592.00	100%	
D3	4' dia wastewater manhole (0'-8' Depths)	EA	7	\$ 3,800.00	\$ 26,600.00	100%	\$ 26,600.00	0%	\$ -	100%	\$ 26,600.00	100%	
D4	4' dia wastewater manhole (8'-10' Depths)	EA	4	\$ 4,000.00	\$ 16,000.00	100%	\$ 16,000.00	0%	\$ -	100%	\$ 16,000.00	100%	
D5	6" Single Wastewater Service (short side)	EA	2	\$ 850.00	\$ 1,700.00	100%	\$ 1,700.00	0%	\$ -	100%	\$ 1,700.00	100%	
D6	6" Single Wastewater Service (long side)	EA	3	\$ 950.00	\$ 2,850.00	100%	\$ 2,850.00	0%	\$ -	100%	\$ 2,850.00	100%	
D7	6" Double Wastewater Service (short side)	EA	10	\$ 1,100.00	\$ 11,000.00	100%	\$ 11,000.00	0%	\$ -	100%	\$ 11,000.00	100%	
D8	6" Double Wastewater Service (long side)	EA	13	\$ 1,300.00	\$ 16,900.00	100%	\$ 16,900.00	0%	\$ -	100%	\$ 16,900.00	100%	
D9	Adjust manhole casting to final grade	EA	11	\$ 400.00	\$ 4,400.00	100%	\$ 4,400.00	0%	\$ -	100%	\$ 4,400.00	100%	
D10	The existing 8" wastewater line to proposed manhole	EA	1	\$ 500.00	\$ 500.00	100%	\$ 500.00	0%	\$ -	100%	\$ 500.00	100%	
D11	Construction Staking	LF	2,529	\$ 1.20	\$ 3,034.80	100%	\$ 3,034.80	0%	\$ -	100%	\$ 3,034.80	100%	
D12	Trench Safety Systems for wastewater line	LF	2,529	\$ 1.00	\$ 2,529.00	100%	\$ 2,529.00	0%	\$ -	100%	\$ 2,529.00	100%	
D13	Any/All testing for wastewater system, including mandrel testing, TV Camera, manhole testing, etc.	LS	1	\$ 1,800.00	\$ 1,800.00	100%	\$ 1,800.00	0%	\$ -	100%	\$ 1,800.00	100%	
<b>TOTAL GRAVITY WASTEWATER IMPROVEMENTS</b>					<b>\$ 186,519.80</b>	<b>\$ 186,519.80</b>	<b>\$ -</b>	<b>\$ 186,519.80</b>	<b>100%</b>				
<b>E. WATER IMPROVEMENTS</b>													
E1	4" purple pipe C-900 PVC 150 DR18 water line including pipe & restraints (all depths)	LF	1,243	\$ 12.00	\$ 14,916.00	100%	\$ 14,916.00	0%	\$ -	100%	\$ 14,916.00	100%	
E2	8" DR-14 C-900PVC, water line including pipe & restraints (all depths)	LF	2,878	\$ 30.00	\$ 86,340.00	100%	\$ 86,340.00	0%	\$ -	100%	\$ 86,340.00	100%	
E3	8" gate valves, including valve boxes, boots, covers, concrete collars, etc.	EA	10	\$ 1,800.00	\$ 18,000.00	100%	\$ 18,000.00	0%	\$ -	100%	\$ 18,000.00	100%	
E4	12" DR-14 C-900PVC, water line including pipe & restraints (all depths)	LF	1,111	\$ 40.00	\$ 44,440.00	100%	\$ 44,440.00	0%	\$ -	100%	\$ 44,440.00	100%	
E5	1 1/2" Single Water Service (short side)	EA	3	\$ 550.00	\$ 1,650.00	100%	\$ 1,650.00	0%	\$ -	100%	\$ 1,650.00	100%	
E6	1 1/2" Single Water Service (long side)	EA	3	\$ 650.00	\$ 1,950.00	100%	\$ 1,950.00	0%	\$ -	100%	\$ 1,950.00	100%	
E7	1 1/2" Double Water Service (short side)	EA	16	\$ 850.00	\$ 13,600.00	100%	\$ 13,600.00	0%	\$ -	100%	\$ 13,600.00	100%	

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

Owner: **BLG HAWKES, LLC.**  
**8601 RANCH ROAD 2222**  
**BUILDING 1, STE. 150**  
**AUSTIN, TEXAS 78730**

# INVOICE

## FINAL COST & QTY'S

Estimate Number: **FIVE (5)** Invoice No: **14462**  
Estimate Date: **9/25/2014** **FINAL BILLING**

Project: **HAWKES LANDING PHASE 1** CLIENT # **02213** AECO Job No. **14-005**

ITEM	DESCRIPTION	CONTRACT			PREVIOUS			CURRENT			TOTAL		
		UN	QTY	Unit Price	Amount	QTY	Amount	QTY	Amount	QTY	Amount Due	Compl.	
E8	1 1/2" Double Water Service (long side)	EA	7	\$ 1,000.00	\$ 7,000.00	100%	\$ 7,000.00	0%	\$ -	100%	\$ 7,000.00	100%	
E9	12" gate valves, including valve boxes, boots, covers, concrete collars, etc.	EA	2	\$ 3,350.00	\$ 6,700.00	100%	\$ 6,700.00	0%	\$ -	100%	\$ 6,700.00	100%	
E10	Fire Hydrant assemblies, includes 5.25 inch fire hydrant, 6 inch D.I. lead pipe, 6" gate valve with box all fittings & joint restraint devices	EA	6	\$ 3,800.00	\$ 22,800.00	100%	\$ 22,800.00	0%	\$ -	100%	\$ 22,800.00	100%	
E11	Water connections to existing 6 inch water line, all fittings & joint restraint devices	EA	2	\$ 500.00	\$ 1,000.00	100%	\$ 1,000.00	0%	\$ -	100%	\$ 1,000.00	100%	
E12	Water connections to existing 8 inch water line, all fittings & joint restraint devices	EA	2	\$ 600.00	\$ 1,200.00	100%	\$ 1,200.00	0%	\$ -	100%	\$ 1,200.00	100%	
E13	Water connections to existing 12 inch water line, all fittings & joint restraint devices	EA	1	\$ 800.00	\$ 800.00	100%	\$ 800.00	0%	\$ -	100%	\$ 800.00	100%	
E14	Drain Valve	EA	1	\$ 2,200.00	\$ 2,200.00	100%	\$ 2,200.00	0%	\$ -	100%	\$ 2,200.00	100%	
E15	3/4" water meter box (for water quality & detention pond service)	EA	1	\$ 700.00	\$ 700.00	100%	\$ 700.00	0%	\$ -	100%	\$ 700.00	100%	
E16	Adjust valve castings to final grade	EA	18	\$ 400.00	\$ 7,200.00	100%	\$ 7,200.00	0%	\$ -	100%	\$ 7,200.00	100%	
E17	Construction Staking	LF	5,232	\$ 1.20	\$ 6,278.40	100%	\$ 6,278.40	0%	\$ -	100%	\$ 6,278.40	100%	
E18	4"-12" Fittings	TN	1	\$ 5,500.00	\$ 7,150.00	100%	\$ 7,150.00	0%	\$ -	100%	\$ 7,150.00	100%	
E19	20" Steel Encasement	LF	20	\$ 62.00	\$ 1,240.00	100%	\$ 1,240.00	0%	\$ -	100%	\$ 1,240.00	100%	
E20	Trench Safety Systems for water line	LF	5,232	\$ 1.00	\$ 5,232.00	100%	\$ 5,232.00	0%	\$ -	100%	\$ 5,232.00	100%	
E21	Any/All testing for all water pipes & assemblies	LS	1	\$ 2,700.00	\$ 2,700.00	100%	\$ 2,700.00	0%	\$ -	100%	\$ 2,700.00	100%	
<b>TOTAL WATER IMPROVEMENTS</b>				<b>\$ 253,096.40</b>	<b>\$ 253,096.40</b>	<b>\$ -</b>	<b>\$ 253,096.40</b>	<b>\$ -</b>	<b>\$ 253,096.40</b>	<b>100%</b>	<b>\$ 253,096.40</b>	<b>100%</b>	
<b>F. MISCELLANEOUS</b>													
F1	Mobilization for Entire Project	LS	1	\$ 15,000.00	\$ 15,000.00	100%	\$ 15,000.00	0%	\$ -	100%	\$ 15,000.00	100%	
F2	Traffic Controls as needed throughout construction	LS	1	\$ 4,000.00	\$ 4,000.00	100%	\$ 4,000.00	0%	\$ -	100%	\$ 4,000.00	100%	
F3	All electric utilities & street lights per the electric design utility provided (phone & cable may wish to joint trench with electric utilities, contractor will be expected to coordinate these matters)	LS	1	\$ 175,000.00	\$ 175,000.00	100%	\$ 175,000.00	0%	\$ -	100%	\$ 175,000.00	100%	
F5	4" SCH 40 PVC sleeves	LF	180	\$ 12.00	\$ 2,160.00	100%	\$ 2,160.00	0%	\$ -	100%	\$ 2,160.00	100%	
F6	6" SCH 40 PVC sleeves	LF	60	\$ 16.00	\$ 960.00	100%	\$ 960.00	0%	\$ -	100%	\$ 960.00	100%	
<b>TOTAL MISCELLANEOUS IMPROVEMENTS</b>				<b>\$ 197,120.00</b>	<b>\$ 197,120.00</b>	<b>\$ -</b>	<b>\$ 197,120.00</b>	<b>\$ -</b>	<b>\$ 197,120.00</b>	<b>100%</b>	<b>\$ 197,120.00</b>	<b>100%</b>	

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

Owner: **BLG HAWKES, LLC.**  
**8601 RANCH ROAD 2222**  
**BUILDING 1, STE. 150**  
**AUSTIN, TEXAS 78730**

# INVOICE

## FINAL COST & QTYS

Estimate Number: **FIVE (5)** Invoice No: **14462**  
 Estimate Date: **9/25/2014** **FINAL BILLING**

Project: **HAWKES LANDING PHASE 1** CLIENT # **02213** AECO. Job No. **14-005**

ITEM	DESCRIPTION	CONTRACT		PREVIOUS		CURRENT		TOTAL		%	
		UN	QTY	Unit Price	Amount	QTY	Amount	QTY	Amount Due		
<b>G. ALTERNATE</b>											
G1	Excess material to be stockpiled on future phase as necessary - location not to exceed 500'	LS	1	\$ (150,000.00)	\$ (150,000.00)	100%	\$	0%	\$	100%	
				<b>TOTAL ALTERNATE</b>	<b>\$ (150,000.00)</b>		<b>\$ (150,000.00)</b>		<b>\$ -</b>	<b>\$ (150,000.00)</b>	100%

ITEM	DESCRIPTION	CONTRACT		PREVIOUS		CURRENT		TOTAL		%	
		UN	QTY	Unit Price	Amount	QTY	Amount	QTY	Amount Due		
<b>H. CHANGE ORDER NO. 1 REVISED ELECTRIC PRICING</b>											
H1	Trench	LF	309	\$ 7.50	\$ 2,317.50	100%	\$	0%	\$	100%	
H2	3 Phase Duct Bank 3-3" PVC	LF	515	\$ 25.00	\$ 12,875.00	100%	\$	0%	\$	100%	
H3	3" Conduit & Fittings	LF	-1,377	\$ 4.00	\$ (5,508.00)	100%	\$	0%	\$	100%	
H4	1 1/2" PVC Street Light Conduit	LF	2,383	\$ 4.00	\$ 9,532.00	100%	\$	0%	\$	100%	
H5	Transformer Pads	LF	2	\$ 925.00	\$ 1,850.00	100%	\$	0%	\$	100%	
H6	2243 Crossing-18" Bore for PEC 18" Steel Pipe	LS	1	\$ 22,156.00	\$ 22,156.00	100%	\$	0%	\$	100%	
H7	Above Ground Meter Pedestal	EA	3	\$ 650.00	\$ 1,950.00	100%	\$	0%	\$	100%	
H8	Junction Box	EA	1	\$ 3,400.00	\$ 3,400.00	100%	\$	0%	\$	100%	
H9	Pull String	LF	1,900	\$ 0.15	\$ 285.00	100%	\$	0%	\$	100%	
H10	Warning Tape	LF	366	\$ 0.15	\$ 54.90	100%	\$	0%	\$	100%	
H11	Electrician, wire, ETC.	LS	1	\$ 25,000.00	\$ 25,000.00	100%	\$	0%	\$	100%	
				<b>TOTAL CHANGE ORDER NO. 1 REVISED ELECTRIC PRICING</b>	<b>\$ 73,912.40</b>		<b>\$ 73,912.40</b>		<b>\$ -</b>	<b>\$ 73,912.40</b>	100%
				<b>TOTAL CONTRACT</b>	<b>\$ 1,871,435.35</b>		<b>\$ 1,506,943.92</b>		<b>\$ -</b>	<b>\$ 1,871,435.35</b>	100%

Submitted by: **AUSTIN ENGINEERING CO., INC.**  
 Approved for Payment by Owner: **BLG HAWKES, LLC.**

**NAT WOOD, PROJECT MANAGER** Title: \_\_\_\_\_  
 Date: **09/25/14** Date: \_\_\_\_\_

Approved for Payment by Engineer: **HANRAHAN-PRITCHARD ENGINEERING**  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Total Work Complete to Date \$ 1,871,435.35  
 Less 10% Retainage \$ 187,143.54  
 Subtotal \$ 1,684,291.82  
 Less Previous Pay Request \$ 1,684,291.82  
 Amount Due This Estimate \$ (0.01)

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

STATE OF TEXAS           §  
COUNTY OF TRAVIS       §

Date: September 11, 2014

Owner: BLG Hawkes, LLC.

Contractor/Material  
Provider ("Affiant"):           Austin Engineering Company, Inc.

Project :                         Hawkes Landing Phase 1 Subdivision Improvements

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

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

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

SUBSCRIBED AND SWORN TO BY Affiant on this 11th day of September 2014.

**AFFIANT:**

Signature: 

Typed Name: Nat Wood

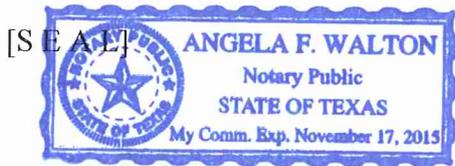
Title: Project Manager

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

STATE OF TEXAS           §  
COUNTY OF TRAVIS       §

BEFORE ME the undersigned authority on this day personally appeared **Nat Wood, Project Manager**, 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 11<sup>th</sup> day of September 2014



Angela F. Walton  
Notary in and for the State of Texas

Name: Angela F. Walton

My commission expires:  
November 17, 2015

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



**Executive Summary**

**February 19, 2015**

---

**Agenda Subject:** Zoning Case 15-Z-001: Hold a public hearing and consider action on the rezoning of a portion of a tract of land, for 1.7 acres more or less, generally located to the northwest of the intersection of South Bagdad Road and Marsala Circle, WCAD Parcel R430194. Currently, the property is zoned LO-2-B (Local Office) and the applicant is proposing to zone the property MF-2-B (Multi-Family), Leander, Williamson County, Texas.

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

**Origination:** Applicant: Ken Liem on behalf of Emmet J. and Sally Hawkes.

**Financial  
Consideration:**

None

**Recommendation:** See Planning Analysis. The Planning & Zoning Commission recommendation will be available at the meeting.

**Attachments:**

1. Planning Analysis
2. Current Zoning Map
3. Proposed Zoning Map
4. Aerial Map
5. Letter of Intent
6. Ordinance
7. Minutes–Planning & Zoning Commission February 12, 2015

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

01/30/2015



## PLANNING ANALYSIS

### ZONING CASE 15-Z-001 THE VILLAGE AT CARNEROS REZONING

#### GENERAL INFORMATION

- Owner:** Emmet J. and Sally Hawkes
- Current Zoning:** LO-2-B (Local Office)
- Proposed Zoning:** MF-2-B (Multi-Family)
- Size and Location:** The property is located to the northwest of the intersection of South Bagdad Road and Marsala Circle and includes approximately 1.89 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	MF-2-B	Undeveloped land zoned for multi-family uses
EAST	LC-2-B	Undeveloped land zoned for commercial uses
SOUTH	LO-2-B	Undeveloped land zoned for local office uses
WEST	SFU-2-B	Neighborhood under construction (Vista Ridge Estates aka Carneros Ranch)

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

**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 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.

**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 B:**

*Features:* 85% masonry 1<sup>st</sup> floor, 50% overall; 4 or more architectural features.

*Intent:*

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

**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.
- Residential neighborhoods are the predominate land use within the City and its ETJ. Neighborhoods are primarily composed of single-family detached housing and include other compatible uses including parks, schools, and places of worship. Neighborhoods may be low to moderate density depending upon the topography and the feasibility of providing organized sewer service. Areas with steep topography, flood plain or other natural features that are intended to be preserved and served by on-site sewage systems will be the lowest density while areas that are relatively flat and where organized sewer systems are feasible will be of medium density. Residential neighborhoods provide connections to each other and to neighborhood, community and town center nodes. A variety of lot and house sizes are encouraged within residential neighborhoods.

**ANALYSIS:**

The applicant is requesting to rezone the property to MF-2-B (Multi-Family) in order to allow for the development of a multi-family community at this location. There are established single-family neighborhoods located to the west and south with commercial zoning located along Bagdad Road and to the north. The proposal is to expand the MF-2-B zoning associated with the subject property. Currently there are 14.33 acres of MF-2-B zoning and if this zoning request is approved there will be 16.22 acres.

The Planning & Zoning Commission previously heard a zoning request for this property at the December 11, 2014 meeting. The applicant requested that this portion of the property was rezoned to LC-2-B (Local Commercial). This request was denied by both the Planning & Zoning Commission and the City Council.

The proposed MF use component would permit the construction of multi-family units. The intent of this use component is to serve as a buffer between single-family neighborhoods and more intensive uses such as commercial uses or arterial roadways. In this situation, the proposed multi-family would serve as a buffer between the existing residential and S Bagdad Road. This use component is also intended to create more variety in housing opportunities 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. Access to this project would be from S Bagdad Road which is classified as a major arterial on the Transportation Plan.

In addition, the MF use component does allow uses that are permitted in the LC use component with the following conditions.

1. LC uses shall not exceed 7% of the gross floor area of all multi-family building square footage on the lot.
2. Such uses shall not be located in “stand alone” buildings
3. The lot shall have frontage on an arterial roadway or tollway or the corner of two collector streets.

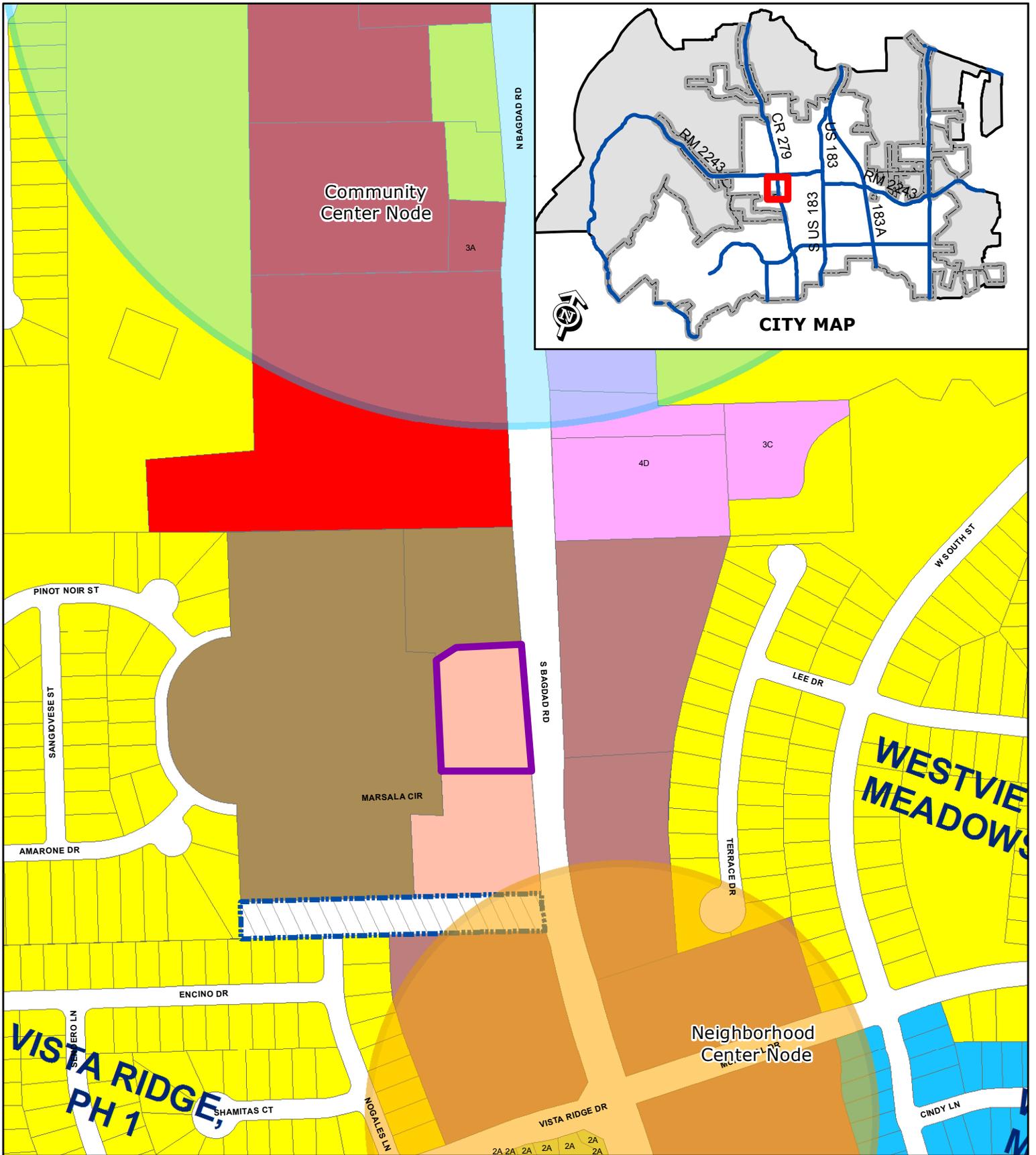
The Type 2 site component would require that 35% of the multi-family units have an enclosed garage parking space. The Type B architectural component would permit a maximum density of 18 units per acre for the multi-family portion of the property and requires that the buildings consist of eight-five (85%) percent masonry for the first story walls and fifty (50%) percent masonry on second story walls.

This property is located within the area designated for residential neighborhoods on the Future Land Use Map. Residential neighborhoods are the predominate land use within the City and it's ETJ. Neighborhoods are primarily composed of single-family detached housing and include other compatible uses including parks, schools, and places of worship. Neighborhoods may be low to moderate density depending upon the topography and the feasibility of providing organized sewer service. Residential neighborhoods provide connections to each other and to neighborhood, community and town center nodes. A variety of lot and house sizes are encouraged within residential neighborhoods.

The property is adjacent to a Neighborhood Center Node that is centered at the intersection of Municipal Drive and South Bagdad Road. 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.

**STAFF RECOMMENDATION:**

Staff recommends approval of the requested MF-2-B (Multi-Family) district. The proposed MF-2-B zoning district would allow for the continuation of the proposed multi-family family development and will serve as a buffer between South Bagdad Road and the neighborhood that is currently under construction to the west.



**ZONING CASE 15-Z-001**

**Attachment #2**

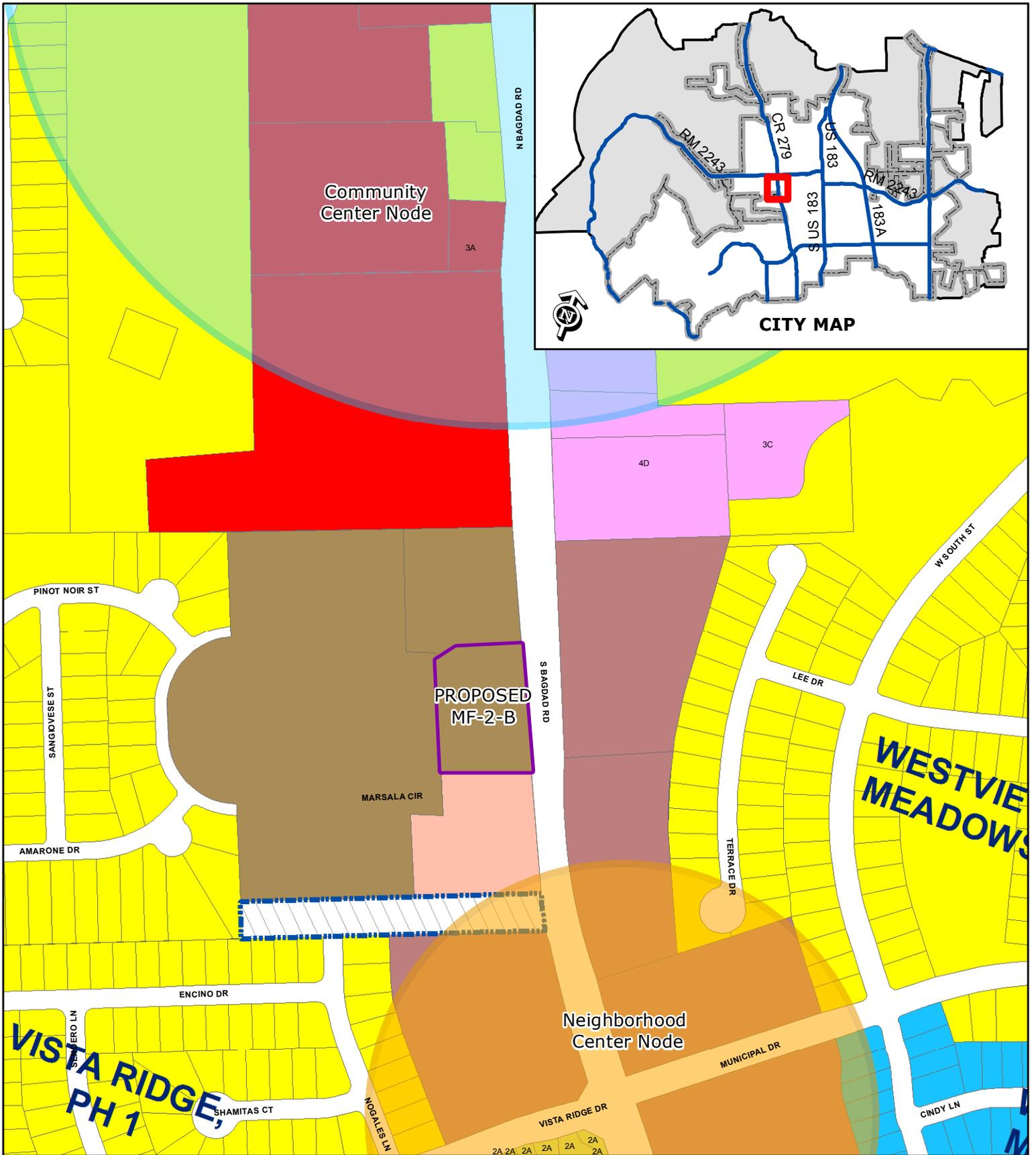
Current Zoning Map  
Village at Carneros



-  Subject Property
-  City Limits

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





**ZONING CASE 15-Z-001**

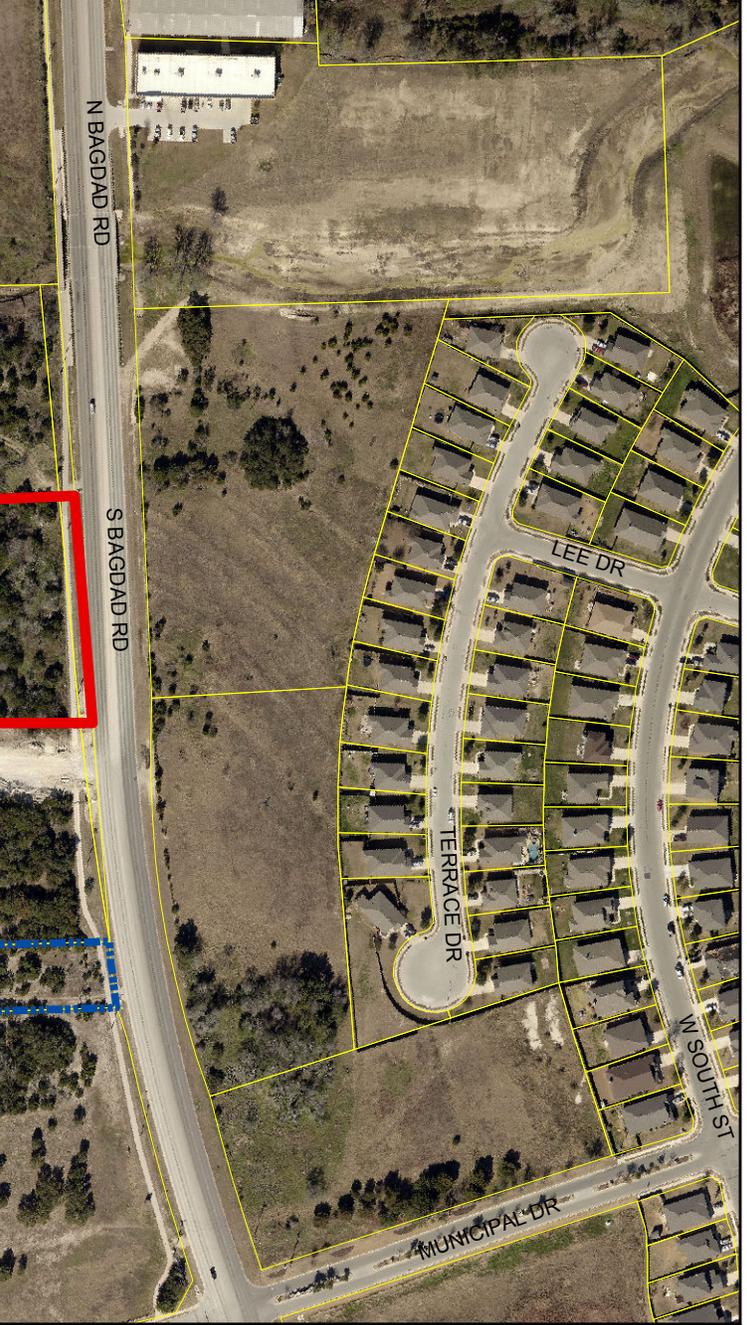
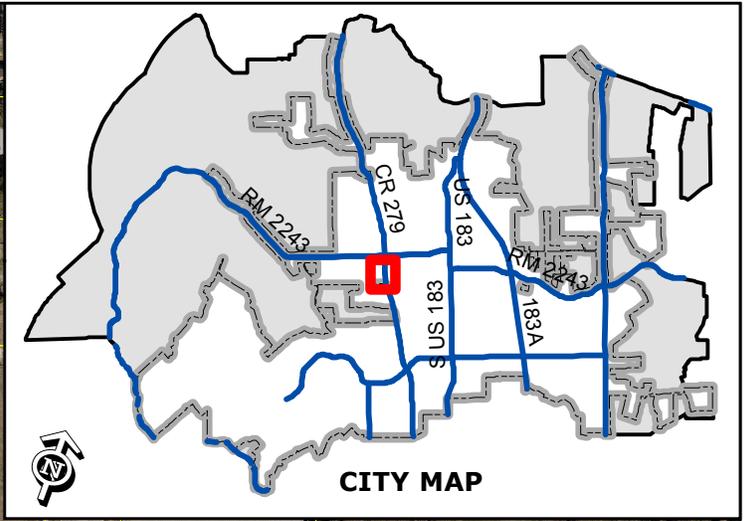
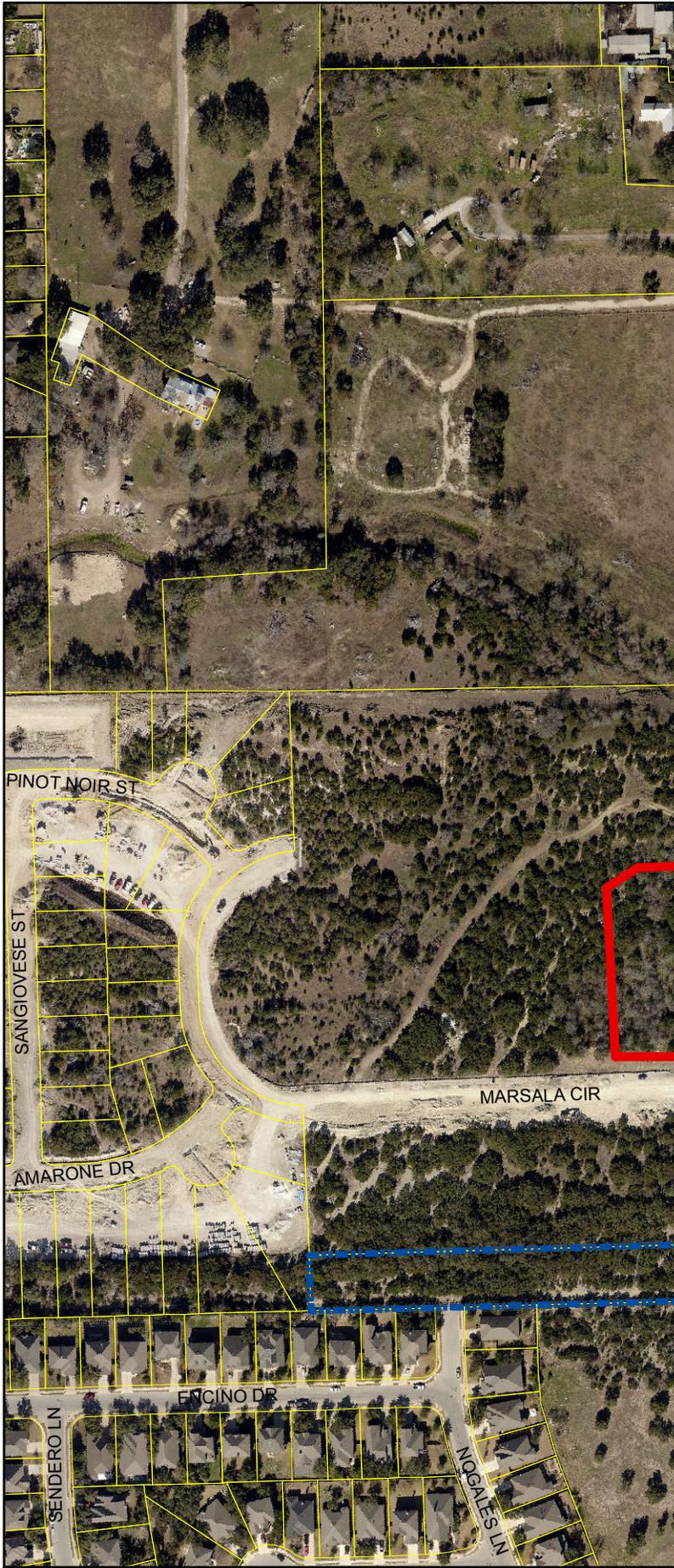
**Attachment #3**

Proposed Zoning Map  
Village at Carneros

-  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 15-Z-001 Attachment #4**

Aerial Exhibit - Approximate Boundaries  
Village of Carneros

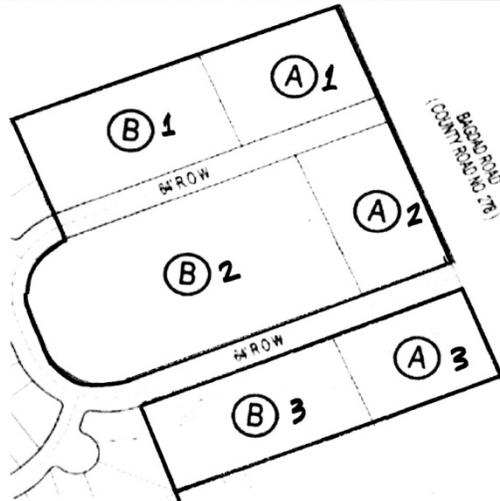


-  Subject Property
-  City Limits

## Letter of Intent for Zoning Change

We would like to request a zoning change property along Bagdad Road from "LO-2-B" (A2) to "MF-2-B" in order to get a better use of the Multi Family site.

PHASE	PARCEL	ZONING	ACRES	USE / LOT COUNT
ONE	A	LO	5.13	LOCAL OFFICE
	B	MF	10.45	MULTI-FAMILY



**ORDINANCE NO #**

**ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING A PORTION OF A TRACT OF LAND FROM LO-2-B (LOCAL OFFICE) TO MF-2-B (MULTI-FAMILY); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.**

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

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

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

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

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

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

**Section 3. Applicability.** This ordinance applies to the following portion of a parcel of land, which is herein referred to as the "Property." That certain portion of a parcel of land being 1.89 acres, more or less, generally located at the northwest corner of the intersection of South Bagdad Road and Marsala Circle in Leander, Williamson County, Texas, being more particularly described in Exhibit "A", legally described as 1.89 acres out of the Moses S. Hornsby Survey Abstract 292; identified by tax identification number R430194; more particularly described in document number 1993005005 recorded in the Williamson County Official Public Records.

**Section 4. Property Rezoned.** The Zoning Ordinance is hereby amended by changing the zoning district for the Property from LO-2-B (Local Office) to MF-2-B (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. 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 19<sup>th</sup> day of February, 2015.  
**FINALLY PASSED AND APPROVED** on this the 5<sup>th</sup> day of March, 2015.

**THE CITY OF LEANDER, TEXAS**

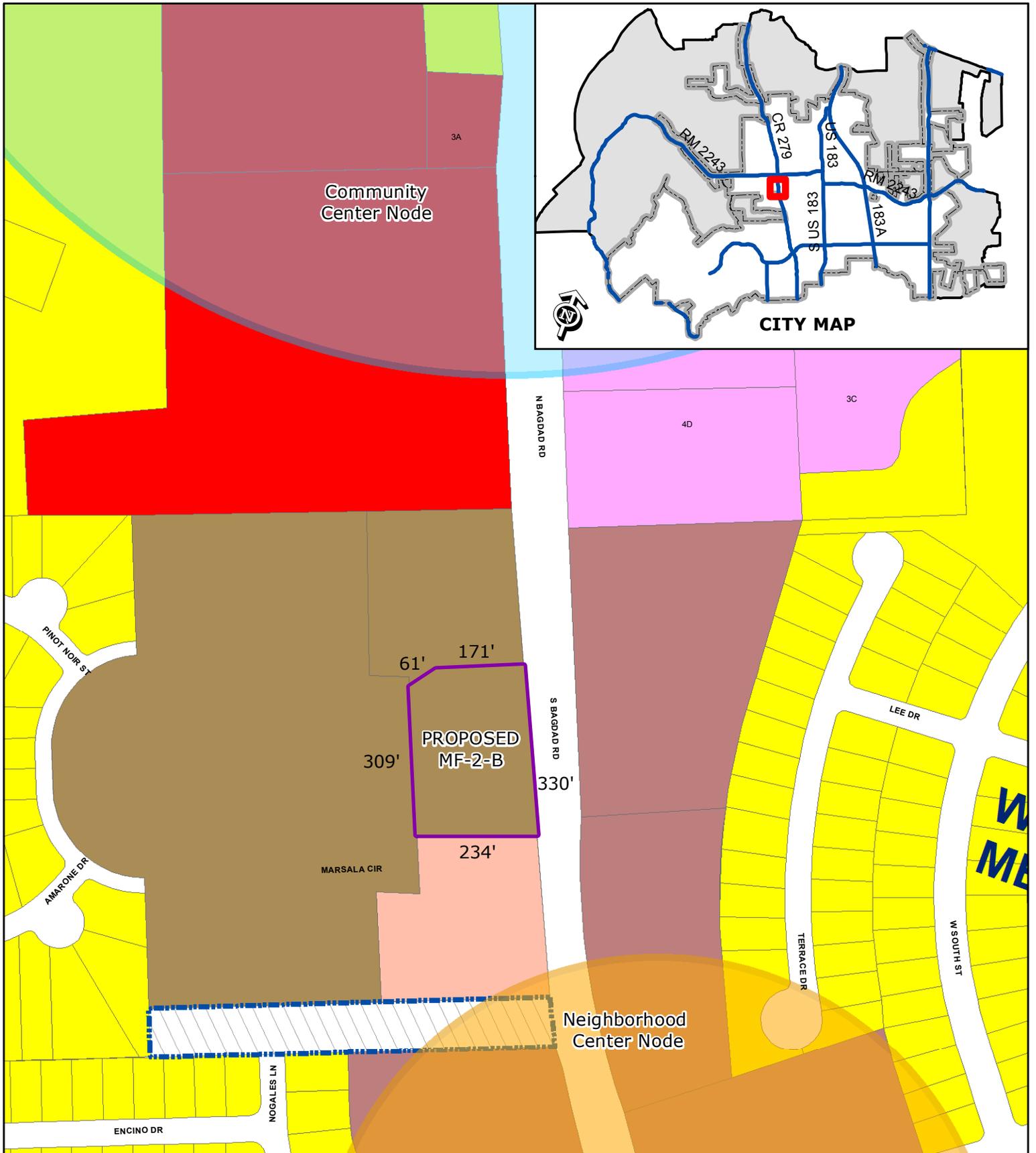
**ATTEST:**

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Christopher Fielder, Mayor

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Debbie Haile, City Secretary



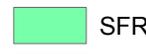
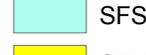
**ZONING CASE 15-Z-001**

**Exhibit A**

Proposed Zoning Map  
Village at Carneros

-  Subject Property
-  City Limits



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



**Executive Summary**

**February 19, 2015**

---

**Agenda Subject:** Zoning Case 15-Z-002: Hold a public hearing and consider action on the rezoning of a parcel of land, for 10.00 acres more or less, located at 1195 Sonny Dr. WCAD Parcel R493837. Currently, the property is zoned SFR-1-B (Single-Family Rural) the applicant is proposing to zone the property to SFR-2-B (Single-Family Rural), Leander, Williamson County, Texas.

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

**Origination:** Applicant: John Avery on behalf of Mission Presbytery Inc./Caz Minter

**Financial Consideration:** None

**Recommendation:** See Planning Analysis. The Planning & Zoning Commission recommendation will be available at the meeting.

**Attachments:**

1. Planning Analysis
2. Current Zoning Map
3. Proposed Zoning Map
4. Aerial Map
5. Letter of Intent
6. Ordinance
7. Minutes–Planning & Zoning Commission February 12, 2015

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

01/30/2015



## PLANNING ANALYSIS

ZONING CASE 15-Z-002  
1195 Sonny Dr

### GENERAL INFORMATION

**Owner:** Mission Presbytery Inc./Caz Minter

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

**Proposed Zoning:** SFR-2-B (Single-Family Rural)

**Size and Location:** The property is located at 1195 Sonny Dr and is approximately 10.00 acres in size.

**Staff Contact:** Martin Siwek, AICP, GISP  
Planner

### ABUTTING ZONING AND LAND USE:

The table below lists the abutting zoning and land uses.

	ZONING	LAND USE
NORTH	OCL	Developed Single Family Homes (Falcon Oaks Subdivision)
EAST	SFU-2-B	Developed Single Family Homes (Mason Creek Subdivision)
SOUTH	PUD (Multi-Family)	Merritt Legacy Apartment Complex
WEST	PUD(Single-Family)	Under Construction Single Family Homes (Connelly's Crossing Subdivision)

<b>COMPOSITE ZONING ORDINANCE INTENT STATEMENTS</b>
---

**USE COMPONENTS:****SFR – SINGLE-FAMILY RURAL:**

*Features:* 1 acre lot min.; 1,600 square foot living area min.

*Intent:* Development of single-family detached dwellings on lots one acre or larger in size and for other uses that are compatible and complimentary to large lot and very low density residential development. The purpose of this component is to provide regulations to preserve rural character and maintain and protect the City's single-family residences and neighborhoods in an area with larger lot sizes. This component is also intended to preserve the larger tracts of land for future economic development in accordance with the Comprehensive Plan, while permitting rural/agricultural uses on the land to continue.

**SITE COMPONENT:****TYPE 1:**

*Features:* Accessory buildings greater of 5% of primary building or 120 sq. ft.; 150% of standard landscaping; pedestrian scale signage and lighting; scale of buildings limited; mansion style multi-family; at least eighty-five percent (85%) of multi-family units are required to have at least one enclosed garage parking space; alley access to SFL and SFT; accessory dwellings for SFT and SFE.

*Intent:*

- (1) The Type 1 site component is intended to be utilized typically for non-residential or multi-family developments that have frontage on a local residential street or residential collector street and are bounded by single-family development on at least one side. This component is also intended to be utilized for single-family and two-family residential lots backing up to or siding to a major thoroughfare.
- (2) This component ensures that development will not have site intensive uses or large buildings and will ensure that development is designed to a form and scale that is compatible with residential neighborhoods.

**TYPE 2:**

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

*Intent:*

- (1) The Type 2 site component may be utilized with non-residential developments that are adjacent to a residential district or other more restrictive district to help reduce potential negative impacts to the more restrictive district and to provide for an orderly transition of development intensity.
- (2) The Type 2 site component is intended to be utilized for residential development not meeting the intent of a Type 1 site component and not requiring the additional accessory structure or accessory dwelling privileges of the Type 3 site component.
- (3) This component is intended to be utilized with the majority of LO and LC use components except those that meet the intent of the Type 1 or Type 3 site component or with any use requiring drive-through service lanes.
- (4) This component is generally not intended to be utilized with LI and HI use components except where such component is adjacent to, and not adequately buffered from, residential districts or other more restricted districts, and except as requested by the land owner.

**ARCHITECTURAL COMPONENTS:****TYPE B**

*Features:* 85% masonry 1<sup>st</sup> floor, 50% overall; 4 or more architectural features.

*Intent:*

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

**COMPREHENSIVE PLAN STATEMENTS:**

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

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

**ANALYSIS:**

The property is presently zoned SFR-1-B (Single-Family Rural) district and the applicant is requesting to rezone the property to SFR-2-B (Single-Family Rural) district to facilitate development of a proposed church. The property is located at 1195 Sonny Dr, which is the northwest corner of the intersection of Sonny Dr. and S. Bagdad Rd. The adjacent properties to the east are existing single family homes of the Mason Creek Subdivision, and the property to the west of this site is the Connelly's Crossing single family home subdivision, which is currently under construction. The property to south is zoned PUD for a multi-family use, and concurrently is constructed as the Merritt Legacy apartment complex. The property to the north is outside of the city limits and is the Falcon Oaks single family subdivision.

The applicant's request to change from a Type 1 site component to a Type 2 site component is to support the development of a church. The existing Type 1 site component would limit the size of individual buildings to 20,000 gross square feet. The applicant sees the future build out of this facility exceeding the gross square footage limit, and is requesting a Type 2 site component, which would allow up to 40,000 square feet for a building with an individual user.

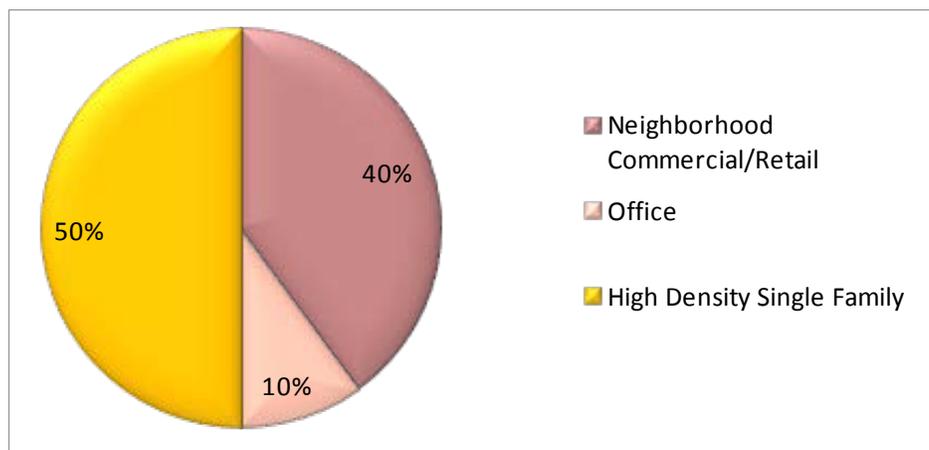
The Future Land Use Map designates most of this tract as low density single family, and it identifies approximately 2.3 acres of this tract as being located within a Neighborhood Center Node. The applicant's zone change request is specifically focused on altering the site component from a Type 1 classification to a Type 2 classification, and in no way would alter the existing land uses of the relevant Neighborhood Center Node. The Land Use Component and the

Architectural Component would remain unchanged as SFR and Type B. A summary of the differences between these site components are listed in Table 1.

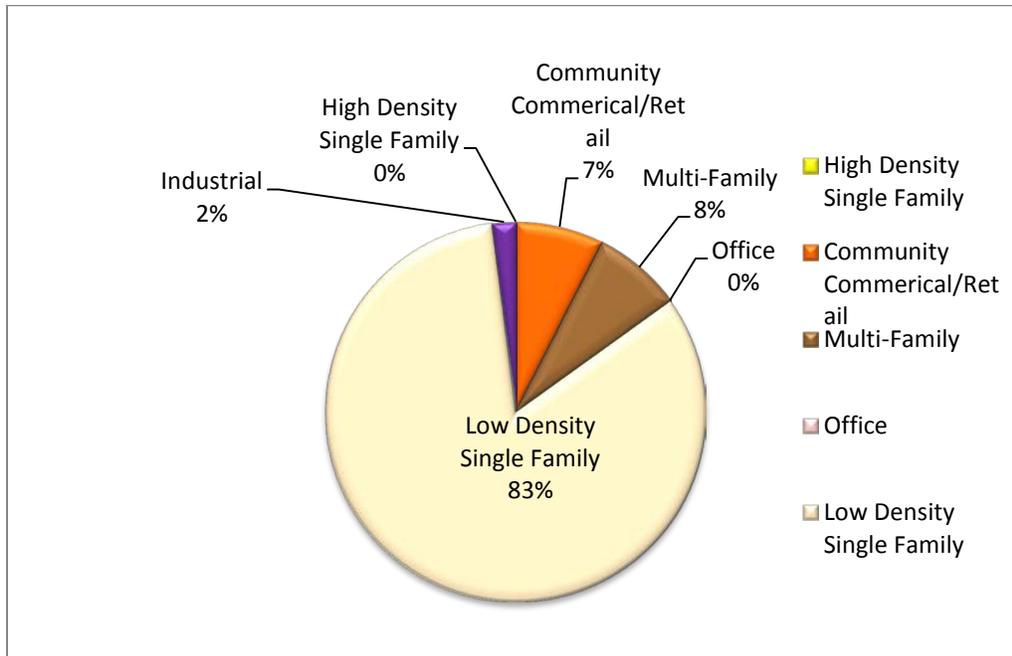
TABLE 1

TYPE 1	TYPE 2
Accessory Buildings/Structures 5% of primary building gross floor area	Accessory Buildings/Structures 10% of primary building gross floor area
Outdoor Entertainment Venues are not permitted	Outdoor Entertainment Venues are not permitted
No first floor gross building area shall exceed 10,000 sq. ft.	Individual users shall not exceed 40,000 gross sq. ft of floor area in a single building
No building shall contain more than 20,000 gross sq. ft.	A single building may not exceed 60,000 square feet
Drive-through service lanes are not permitted	Drive-through service lanes are permitted
Outdoor display, storage and container storage are not permitted	Outdoor display, storage and container storage are not permitted
Outdoor fuel sales are not permitted	Outdoor fuel sales are not permitted
Parking Modules shall be no wider than two parking module widths	N/A
Overhead Commercial Service Doors are not permitted	Overhead Commercial Service Doors are not permitted
A minimum of 150% of the standard landscape requirements for area and planting materials shall be provided.	N/A

The target land use mix sought after by the Future Land Use Plan for a Neighborhood Center Node is summarized in Chart 1:



The existing land uses within the neighborhood node pertaining to this zone case is summarized in Chart 2:

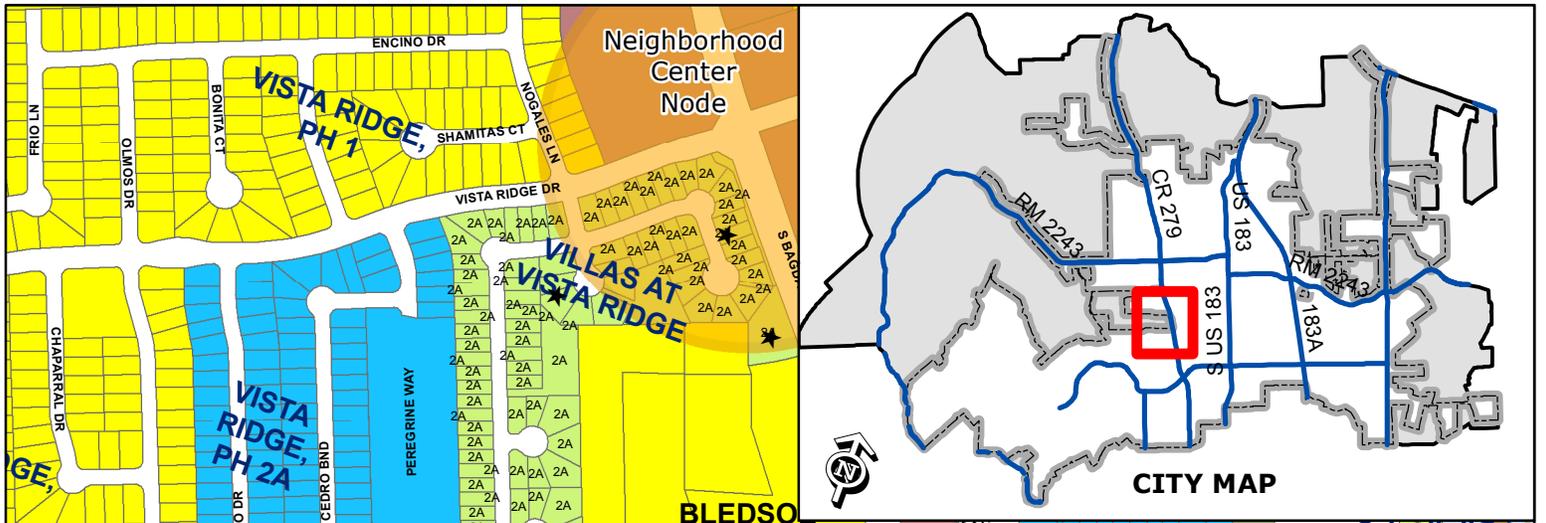


The intent statement of the Type 1 site component notes that this component is to be utilized typically for non-residential or multi-family developments that have frontage on a local residential street, or residential collector street and are bounded by single-family development on at least one side. The Type 1 site component seeks to ensure that the property utilizing it will not have intensive uses, or large buildings. Moreover, the Type 2 site component intent statements notes that it may be utilized with non-residential developments that are adjacent to a residential district or other more restrictive district, and seeks to provide for an orderly transition of development intensity.

The applicant’s request meets the intent statement of the Type 2 site component. The Type 2 component will allow a church to be developed in a manner that will provide for orderly transition between the residential zoned districts to the east and west, and the residential subdivision to the north.

**STAFF RECOMMENDATION:**

The applicant’s request meets the intent statement of the Type 2 site component, and will allow for an orderly transition of development with the adjacent properties. Additionally, it meets the criteria of the Neighborhood Center Node by providing for neighborhood scale development. Staff recommends approval of the applicant’s request from a Type 1 to a Type 2 site component.



# ZONING CASE 15-Z-002

## Attachment #2

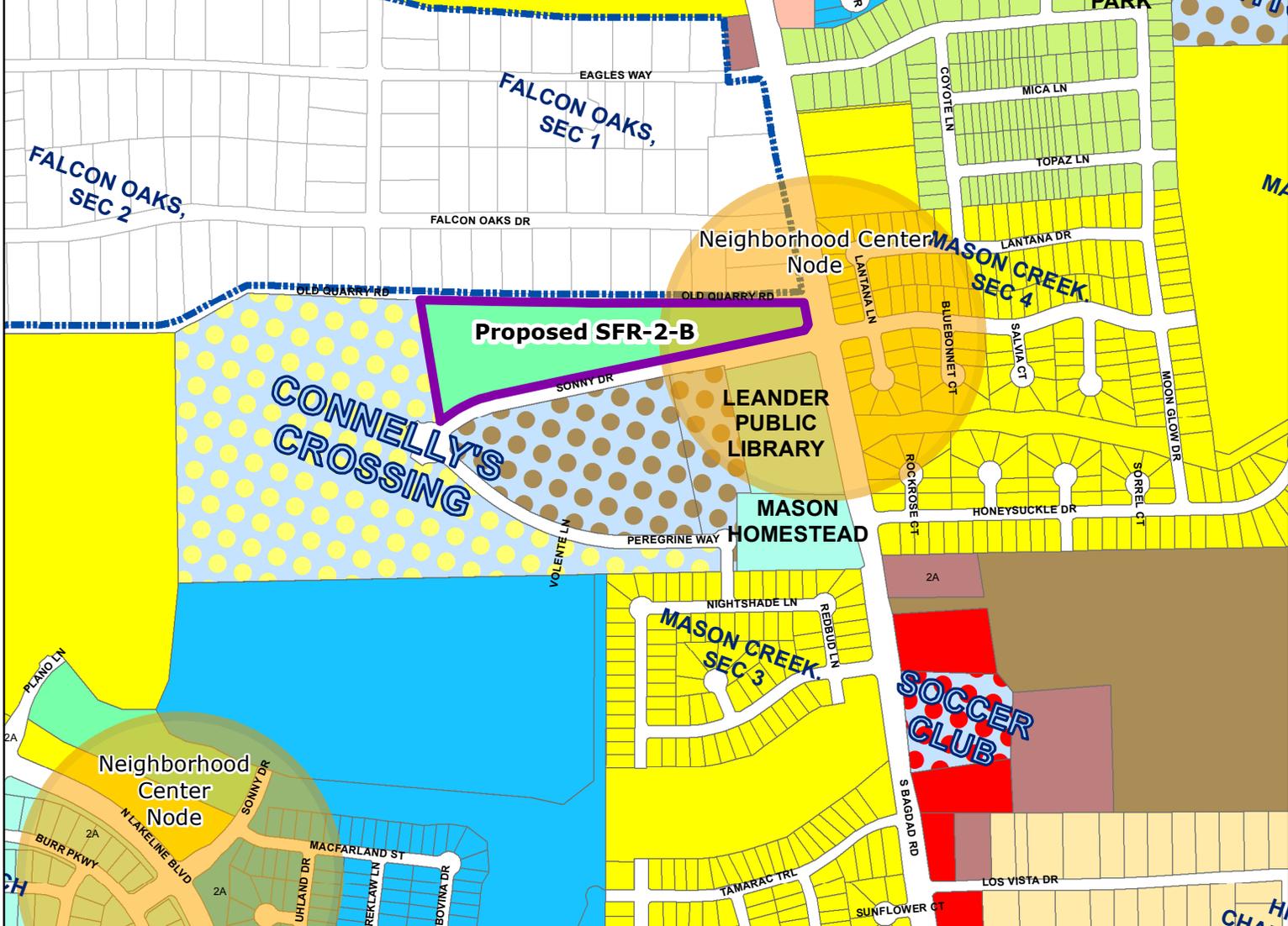
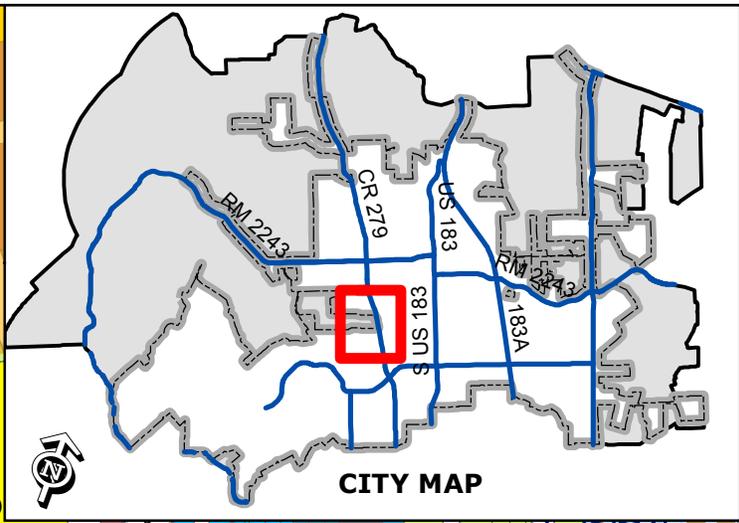
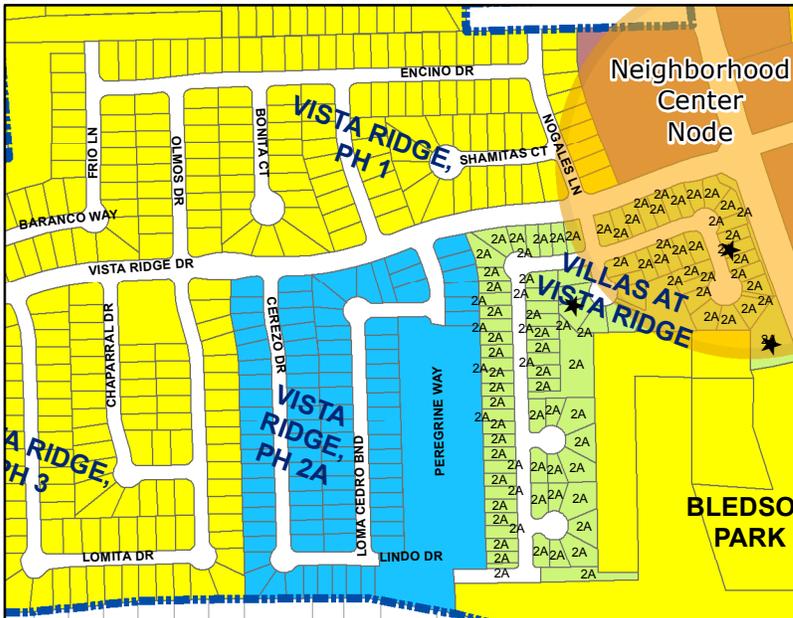
Current Zoning Map  
LiveOak Church



-  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 15-Z-002

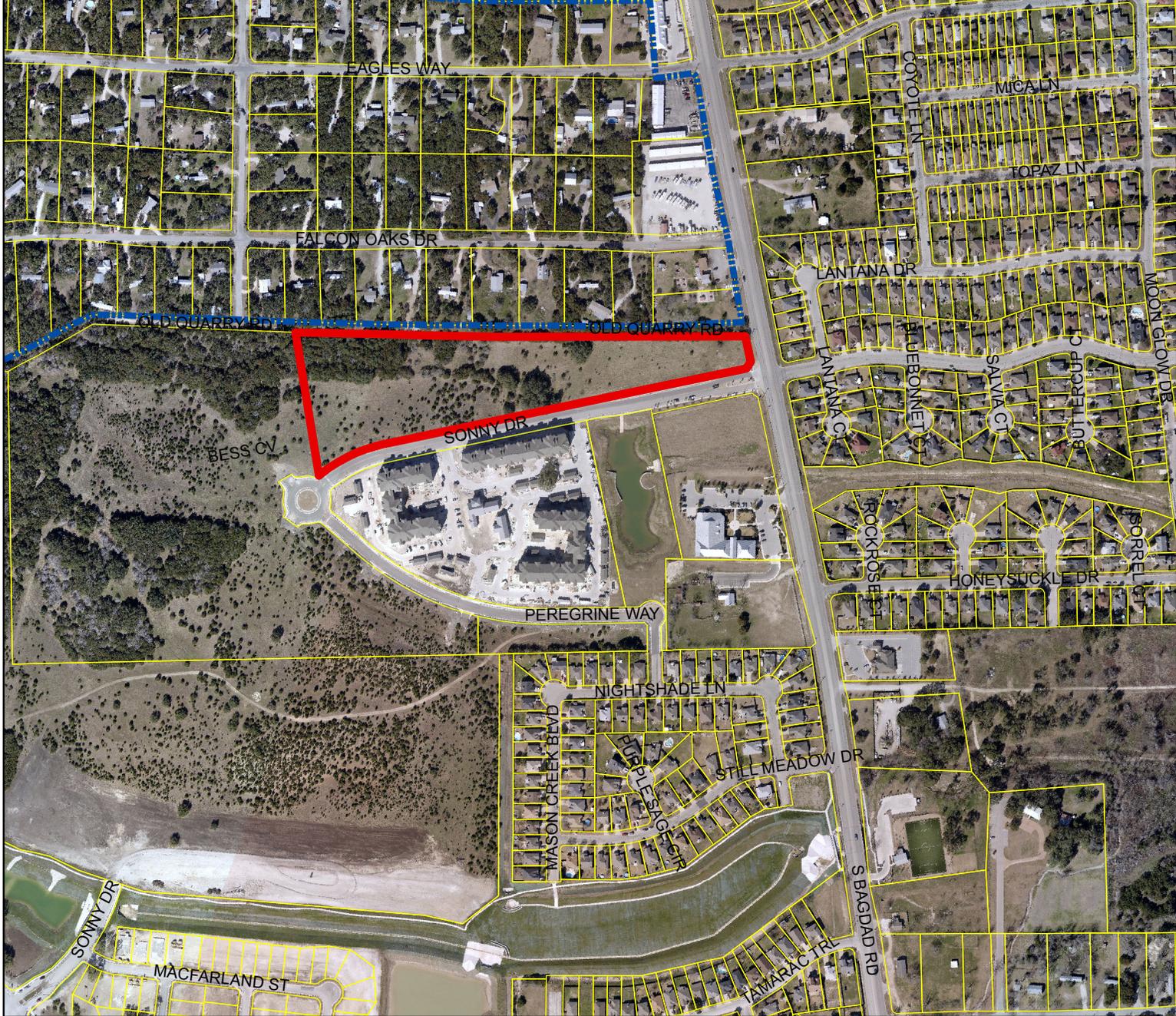
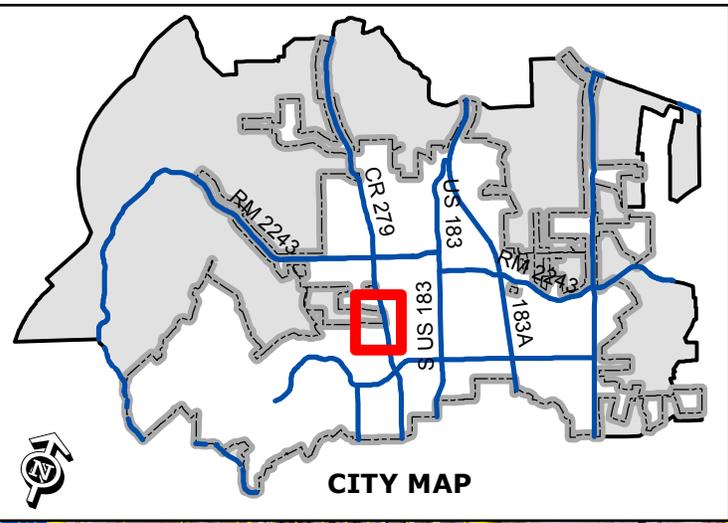
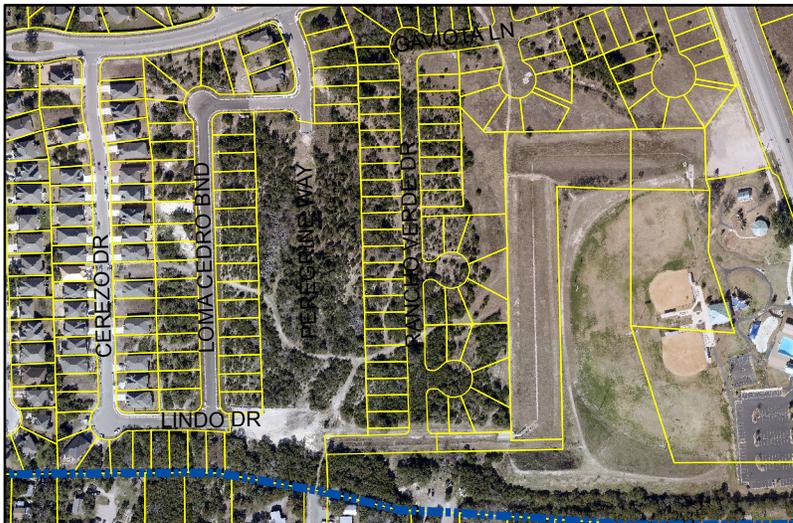
## Attachment #3

Proposed Zoning Map  
LiveOak Church



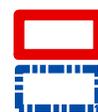
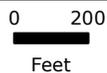
- Subject Property
- City Limits

	SFR		SFT		GC
	SFE		SFU/MH		HC
	SFS		TF		HI
	SFU		MF		PUD
	SFC		LO	0 200 Feet	
	SFL		LC		



**ZONING CASE 15-Z-002 Attachment #4**

Aerial Exhibit - Approximate Boundaries  
LiveOak Church



Subject Property

City Limits

## ATTACHMENT 5

January 12, 2015

Mr. Tom Yantis, AICP  
Assistant City Manager  
City of Leander  
104 N. Brushy Street  
Leander, Texas 78641

RE: LiveOak Presbyterian Church  
Zoning Request Summary Letter  
CAI No. 603.0101

Dear Mr. Yantis:

Please allow this letter to serve as the request from LiveOak Presbyterian Church to change the zoning on the property from Single Family Rural Type 1B (SFR1B) to Single Family Rural Type 2B (SFR2B).

Presently the Site Plan consists of a 5,000 square foot multi-purpose building with associated parking located northwest of the intersection of Sonny Drive and Bagdad Road. The site is described as approximately 10.0001 acres of land out of the Moses S. Hornsby Survey, Abstract No. 292 and the Elijah D. Harmon Survey, Abstract No. 6 in Williamson County, Texas and being the same tract conveyed to Mission Presbyterian, Inc., by deed recorded in Document No. 2007105665, Official Public Records, Williamson County, Texas.

Although the proposed place of worship facility is an allowable use within the SFR Type 1 zoning category, the total allowable square footage of buildings would not be able to exceed 20,000 SF. SFR Type 2 zoning would allow a total site building square footage of up to 40,000 SF. Considering the total tract size of 10.00 acres, the potential size for multiple buildings on the site could exceed 20,000 SF. According to the notes from the pre development meeting, the city staff commented that a Type 2 Site Component would be appropriate for this site should the owner decide to consider rezoning at a later date.

The site will still comply with The Type B Architectural Component of the Zoning Ordinance which includes 50% masonry (85% on the first floor) and high architectural standards. The maximum height of the building is limited to 35 feet.

The property is recognized by the City of Leander as a legal lot. A copy of the Legal Lot Determination is included in this application. The Williamson County Tax Parcel ID number is R493837.

The topography slopes from the northwest corner of the tract at elevation 1053 toward the southeast corner of the tract at elevation 1024 with slopes less than 15%. Tree cover is concentrated in several areas of the site with a large group of trees in the front center of the site. Trees are also located on the rear half of the property toward the northwest area of the lot.

No portion of this property is located within the 1% annual chance floodplain according to the FEMA Insurance Rate Map for Hays County, Texas, Map No. 48491C0465 E, and dated September 26, 2008. The property is located within the Edward's Aquifer Recharge Zone.

**ORDINANCE NO #**

**ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING OF A TRACT OF LAND FROM SFR-1-B (SINGLE-FAMILY RURAL) TO SFR-2-B (SINGLE-FAMILY RURAL); 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 tract of land, which is herein referred to as the "Property." That certain portion of a parcel of land being 10.00 acres, more or less, located at 1195 Sonny Drive in Leander, Williamson County, Texas, being more particularly described in Exhibit "A", legally described as 10.00 acres out of the Moses S. Hornsby Survey Abstract 6; identified by tax identification number R493837; more particularly described in document number 2007105665 recorded in the Williamson County Official Public Records.

**Section 4. Property Rezoned.** The Zoning Ordinance is hereby amended by changing the zoning district for the Property from SFR-1-B (Single-Family Rural) to SFR-2-B (Single-Family Rural) as shown in Exhibit "A".

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

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

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

**PASSED AND APPROVED** on First Reading this the 19<sup>th</sup> day of February, 2015.  
**FINALLY PASSED AND APPROVED** on this the 5<sup>th</sup> day of March, 2015.

**THE CITY OF LEANDER, TEXAS**

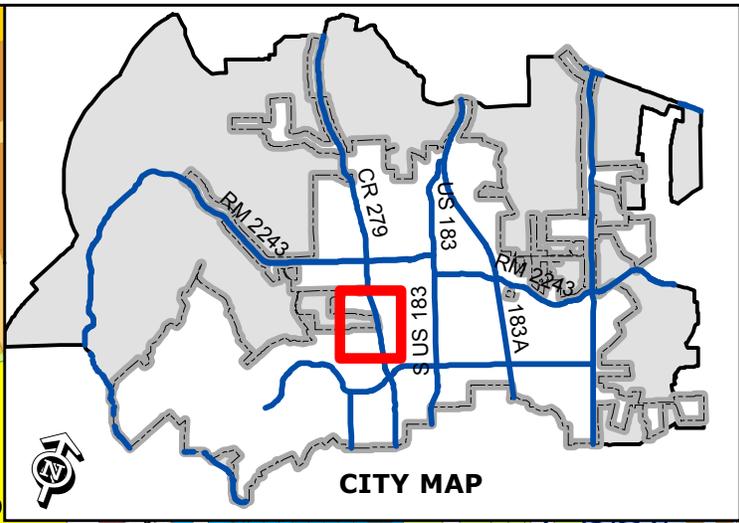
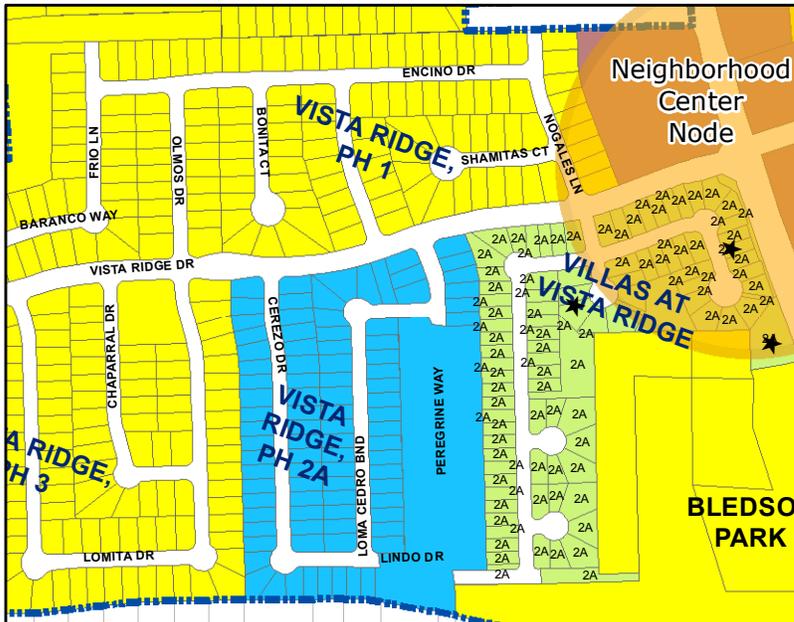
**ATTEST:**

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Christopher Fielder, Mayor

---

Debbie Haile, City Secretary



**ZONING CASE 15-Z-002**

**Exhibit A**

1195 Sonny Drive  
Live Oak Church



-  Subject Property
-  City Limits

	SFR		SFT		GC
	SFE		SFU/MH		HC
	SFS		TF		HI
	SFU		MF		PUD
	SFC		LO	 0 200 Feet	
	SFL		LC		



**Executive Summary**

**February 19, 2015**

---

**Agenda Subject:** Subdivision Case 14-CP-013: Hold a public hearing on the Palmera Bluff, Concept Plan, for 220.30 acres more or less; WCAD Parcels #R032201, R032200, R099151, R051334, and R032109 generally located to the east of the eastern terminus of San Gabriel Pkwy, north of the Palmera Ridge Subdivision, and to the west of Ronald Reagan Blvd, 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.

**Origination:** Applicant: Brent Jones, P.E. on behalf Lawrence Toungate

**Financial Consideration:** None.

**Recommendation:** Staff recommends approval of the concept plan. This concept plan includes 421 single family lots, 9.23 acres of multi-family lot, 17. This proposal meets all of the requirements of the Subdivision Ordinance.

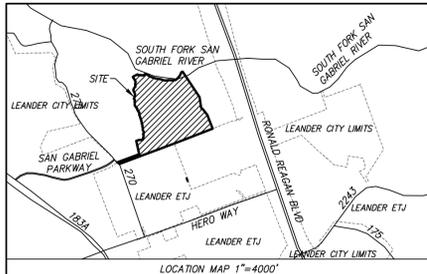
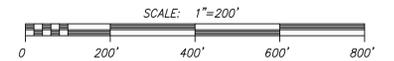
**Attachments:** 1. Concept Plan

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

02/11/2015

# EXHIBIT 2

## CONCEPT PLAN FOR PALMERA BLUFF WILLIAMSON COUNTY, TEXAS



PALMERA BLUFF PARKLAND DEDICATION WORKSHEET - OVERVIEW OF ALL SECTIONS								19-Jan-15
Dwelling Units	Parkland Required	Parkland Proposed	>15% slope or Floodplain	Parkland Credited*	Rec Imp. Fee Req'd*	Proposed Improvements	Cost	
501	17,535	58,340	42,480	24,485	\$175,350	Trails, playscape and furnishings, pool, amenity structures	\$944,000	

Notes:  
 \* The City Parks, Recreation & Open Space Master Plan identifies the San Gabriel River as a priority trail corridor. Approximately 3.62 acres of the proposed Riverfront Passive Park is to be dedicated as a public park.  
 \* The Developer will dedicate a 10' wide public trail access easement below Sections 4 and 8 within the existing leap Trail. The existing trail will be surveyed and dedicated when Sections 4 and 8 are platted.

PALMERA BLUFF PARKLAND DEDICATION WORKSHEET - BY SECTION								19-Jan-15
Section	Dwelling Units	Parkland Required	Parkland Proposed	>15% Slope or Floodplain	Parkland Credited	Rec. Improvement Fee Required	Proposed Improvements	Proposed Imp. Cost
1	45	1,575				\$ 15,750.00		
2	53	1,855				\$ 18,550.00		
3	45	1,575				\$ 15,750.00		
4	61	2,135				\$ 21,350.00	6' wide trail. The Developer will dedicate a 10' wide public trail access easement in the existing native trail area within the parkland.	\$ 3,000.00
5	62	2,170				\$ 21,700.00		
6	85	2,975	40,770	37,290	12,105	\$ 29,750.00		\$ 31,000.00
7	34	1,190	6,360	1,840	4,520	\$ 11,900.00	Playscape; site furnishings	\$ 100,000.00
8	36	1,260	11,210	3,350	7,860	\$ 12,600.00	The Developer will dedicate a 10' wide public trail access easement in the existing native trail area within the parkland, pool, amenity structure.	\$ 810,000.00
9	80	2,800				\$ 28,000.00		
<b>Totals:</b>	<b>501</b>	<b>17,535</b>	<b>58,340</b>	<b>42,480</b>	<b>24,485</b>	<b>\$ 175,350.00</b>		<b>\$ 944,000.00</b>

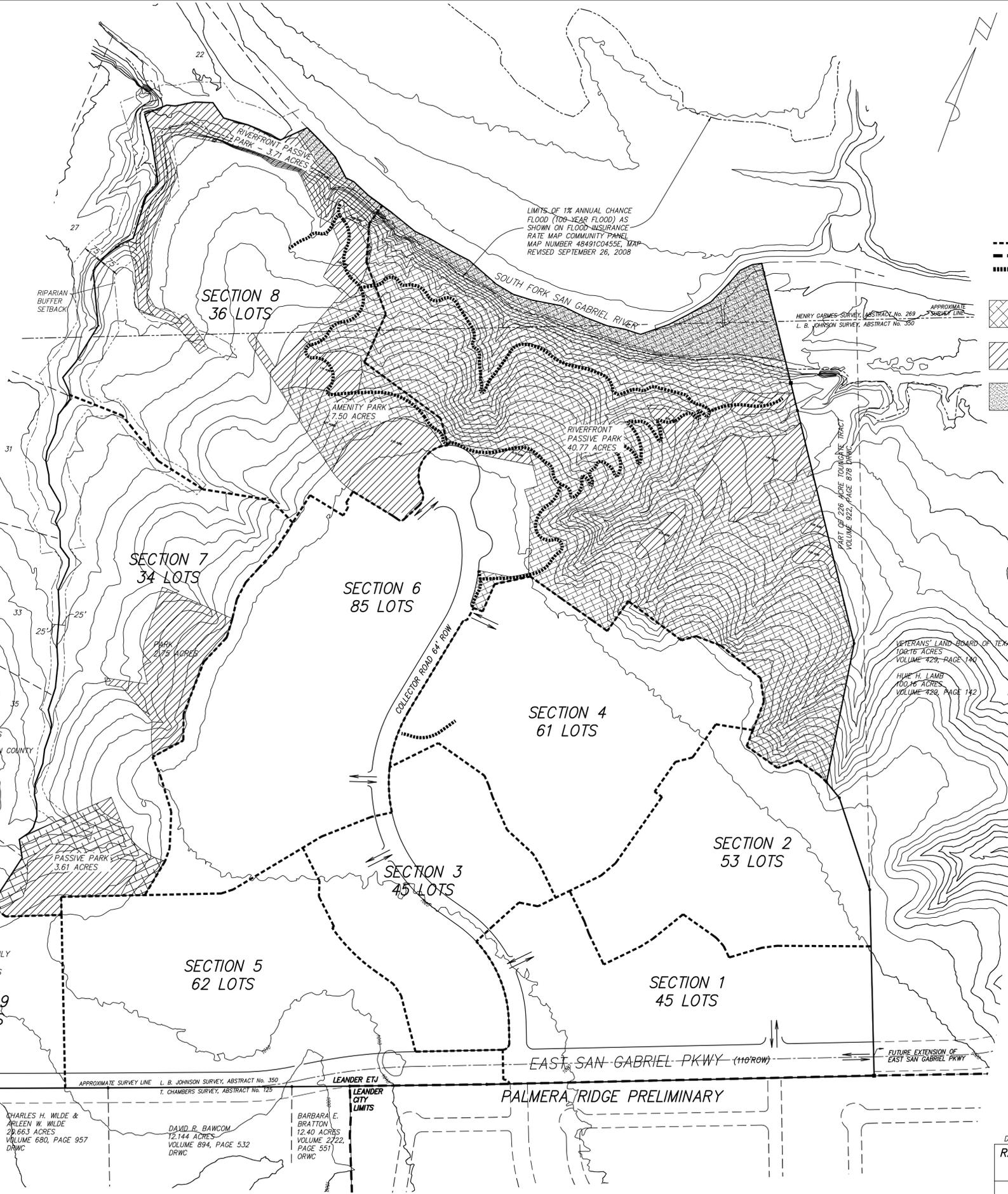
421 SINGLE FAMILY LOTS PROPOSED:  
APPROXIMATELY 501 LUEs

SECTION	LOT SIZE				TOTAL
	50' LOTS	60' LOTS	70' LOTS	80' LOTS	
1	43	2	0	0	45
2	32	0	21	0	53
3	29	16	0	0	45
4	0	36	25	0	61
5	62	0	0	0	62
6	0	81	4	0	85
7	0	0	0	34	34
8	0	0	0	36	36
9	-	(MULTI-FAMILY)	-	-	80
<b>TOTAL</b>	<b>166</b>	<b>135</b>	<b>50</b>	<b>70</b>	<b>501</b>

TOTAL AREA OF THIS PLAT: 220.30 ACRES  
ESTIMATED AVERAGE DAILY TRIPS: APPROXIMATELY 5000

NOTES:

- A PORTION OF THIS TRACT IS ENCRAGED BY FEMA FLOODPLAIN PURSUANT TO FEMA FIRM PANEL No. 48491C0455E.
- THE PROPOSED SUBDIVISION COMPLIES WITH THE TRANSPORTATION CRITERIA MANUAL STREET DESIGN STANDARDS.
- LOT COUNTS MAY BE ADJUSTED BASED ON THE PERCENTAGES FROM THE LAND USE CHART CONTAINED WITHIN THE DEVELOPMENT AGREEMENT.



**LEGEND**

- = SECTION LINE
- - - = CITY LIMITS
- ..... = 6' HIKE AND BIKE TRAIL
- = ROW = RIGHT OF WAY
- [Cross-hatched] = PARKLAND DEDICATION (SLOPE > 15%)
- [Diagonal lines] = PARKLAND DEDICATION (SLOPE < 15%)
- [Stippled] = PARKLAND TO BE DEDICATED TO THE PUBLIC

**PHASING PLAN**

PHASE	DEVELOPMENT	YEAR DEVELOPED
1	SECTION 1	2016
2	SECTION 2	2016
3	SECTION 3	2017
4	SECTION 4	2018
5	SECTION 5	2019
6	SECTION 6	2020
7	SECTION 7	2021
8	SECTION 8	2022
9	SECTION 9	2023

DEVELOPER:  
HANNA/MAGEE L.P. #1  
ATTN: BLAKE MAGEE  
1011 N. LAMAR  
AUSTIN, TEXAS 78703  
(512) 481-0303

OWNERS:  
LAWRENCE VIRGIL TOUNGATE AND LOUISE M. TOUNGATE  
1445 CR 270  
LEANDER, TEXAS 78641

DATE: JANUARY 19, 2015 SCALE: 1" = 200'  
**RANDALL JONES & ASSOCIATES ENGINEERING, INC.**  
 1212 E. BRAKER LANE, AUSTIN, TEXAS 78753  
 (512) 836-4793 FAX: (512) 836-4817 F-9784  
**RJ SURVEYING & ASSOCIATES, INC.**  
 1212 E. BRAKER LANE, AUSTIN, TEXAS 78753  
 (512) 836-4793 FAX: (512) 836-4817 F-10015400



**Executive Summary**

**February 19, 2015**

---

**Agenda Subject:** Consideration and action on Addendum #1 to the Palmera Ridge Development Agreement and Addendum #1 to the Palmera Ridge Facilities Agreement between the City of Leander and Palmera Ridge Development, Inc.; Hanna/Magee LP #1; and Palmera Ridge Municipal Utility District for 220 acres, more or less, generally located northwest of the intersection of Hero Way and Ronald Reagan Blvd. and within the extraterritorial jurisdiction of the City of Leander, Williamson County, Texas.

**Background:** The City Council approved the Palmera Ridge Development Agreement and Facilities Agreement on December 5, 2013. That agreement authorized the creation of an in-city municipal utility district (MUD), established development standards and an annexation schedule for the property and included cost-sharing for the oversizing of off-site water and wastewater utilities. The agreement also contemplated the potential annexation of additional land into the MUD.

This addendum authorizes the annexation of the 220 acre Toungate property into the Palmera Ridge MUD. In addition the addendum includes the following key points:

- Allows the project to utilize the same development standards as Palmera Ridge with the exception that the developer will be required to provide a tree survey of all trees 18 inches in diameter or greater and will be required to mitigate at a 1:1 ratio for the removal of any trees in excess of 50% of the surveyed inches in right-of-way or utility and drainage easements and at a 1:1 ratio for any surveyed trees removed anywhere else on the property. Allows the project to vest in the garage

## AGENDA ITEM # 12

setback standards in place as of the effective date of the agreement. Requires the project to comply with the riparian corridor setbacks adopted after the original agreement was approved.

- Provides for the developer to contribute 36% to the cost of engineering San Gabriel Blvd. from CR 270 to Ronald Reagan Blvd.
- Provides for the developer to construct a 2 lane segment of San Gabriel Blvd. from CR 270 to a street on the eastern end of the Toungate property.
- Provides for the developer to pay for the cost of the 2 lane segment where it is bordered on both sides by the developer's property and to pay for 1/2 the cost of the road where it is bordered on only one side by the developer's property.
- Provides for the City to have the option to oversize a water line in San Gabriel Pkwy. from a 12" to a 24" line.
- Increases the total allowable debt for the MUD from \$22 million to \$50 million.

**Origination:** Applicant: Blake Magee on behalf Lawrence Toungate

**Financial Consideration:** None.

**Recommendation:** Staff recommends approval of the development agreement.

**Attachments:**

1. Development Agreement and Exhibits
2. Location Exhibit

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

02/06/2015

**ADDENDUM NO. 1 TO DEVELOPMENT AND ANNEXATION  
AGREEMENT  
(TOUNGATE TRACT – PALMERA BLUFF)**

This Addendum to Development and Annexation Agreement (Toungate Tract) (this “**Addendum**”) is entered into effective as of \_\_\_\_\_, 2015 (the “**effective date**”), between the City of Leander, a Texas home-rule municipal corporation (the “**City**”) and Hanna/Magee L.P. #1, a Texas limited partnership, its successors and permitted assigns (“**New Developer**”).

**Recitals**

1. The City and Palmera Ridge Development, Inc. (the “**Original Developer**”) previously entered into a Development and Annexation Agreement (Kittie Hill Property) dated effective as of December 5, 2013 (the “**Original Agreement**”), under which the City and the Original Developer agreed to certain terms relating to the development of approximately 145.26 and 52.29 acres of land, located in Williamson County, Texas and more fully described in the Original Agreement (the “**Original Property**”).

2. As contemplated by the Original Agreement, all of the Original Property has been annexed to the City and Palmera Ridge Municipal Utility District (the “**District**”) has been created to finance certain improvements necessary to serve the Original Property. The District is joining in this Addendum solely for the purpose of confirming its agreement to be bound by Section 4.07 of this Addendum.

3. New Developer owns or has the option to acquire approximately 220 acres of land, located in the City’s extraterritorial jurisdiction in Williamson County, Texas and more fully described in the attached **Exhibit 1** (the “**Additional Land**”). The Additional Land is identified as a “Future Annexation Tract” in the Original Agreement and, as contemplated in the Original Agreement, the Original Developer and New Developer have requested that the Additional Land be added to the Original Agreement on terms and provisions acceptable to the City.

4. The City and New Developer desire that this Addendum provide for a Concept Plan, City annexation and zoning for the Additional Land; for District annexation of the Additional Land with the consent to the City; and for City approval of an increase in the bonding authority for the District in order to provide sufficient financing capacity for the improvements to be constructed to serve the Additional Land.

5. This Addendum is promulgated under the City Charter of the City (“**City Charter**”), and State law, including, but not limited to *Section 212.172, Texas Local Government Code* (“**Section 212.172**”). The Original Agreement as supplemented by this Addendum, is referred to in this Addendum as the “**Agreement**”.

**Article I.**  
**Incorporation of Recitals; Effect of Addendum and Consideration**

**1.01 Recitals Incorporated.** The foregoing recitals are incorporated herein and made a part of this Addendum for all purposes.

**1.02 Effect of Addendum.** The City and New Developer agree that the provisions of Articles XII, XIII, XIV, XVI and XVIII (Sections 18.01 through 18.06) of the Original Agreement will apply to the New Developer and the Additional Land under this Addendum. In the event of any conflict between the Original Agreement and this Addendum, the terms of this Addendum will control.

**1.03 General Benefits.** The general benefits to the City and the New Developer set forth in Section 2.02 of the Original Agreement and this Addendum which will accrue to New Developer and the City by virtue of extending the terms of the Agreement to the Additional Land are hereby confirmed by each of the City and New Developer. The City acknowledges that New Developer will, during the term of the Original Agreement, proceed with the development of the Additional Land in reliance upon the terms of the Original Agreement and this Addendum.

**1.04 Authority.** This Addendum is entered into, in part, under the statutory authority of Section 212.172, *Texas Local Government Code*, which authorizes the City to make written contracts with the owners of land establishing lawful terms and considerations that the parties agree to be reasonable, appropriate, and not unduly restrictive of business activities. The parties intend that this Addendum authorize certain land uses and development of the Additional Land, provide for the uniform review and approval of plats and development plans for the Additional Land, provide exceptions to certain ordinances, and provide other terms and consideration, including the continuation of land uses and zoning after annexation of the Additional Land.

**Article II.**  
**Annexation and Timing of Events**

**2.01 Annexation.** New Developer consents to and requests that the City approve annexation of the Additional Land. An annexation petition in a form substantially similar to that set forth in Exhibit C to the Original Agreement requesting annexation of the Additional Land will be (i) executed by New Developer and submitted to the City within ten (10) days of New Developer purchasing the Additional Land or (ii) executed by the owner of the Additional Land and submitted to the City no later than 120 days from the effective date of this Addendum, whichever occurs first.

**2.02 Service Plan.** New Developer accepts the municipal services plan for the Additional Land attached as Exhibit D to the Original Agreement (the “**Municipal Services Plan**”) as good, sufficient and acceptable.

**2.03 Timing of City Annexation.** The Additional Land will be annexed into the corporate limits of the City in accordance with the provisions of this Addendum, subject to the discretion of the City Council of the City and in compliance with the applicable notice and hearing requirements. New Developer requests annexation and zoning of the Property within 240 days after its submission of the annexation petition, subject to New Developer submitting a zoning application that complies with the Applicable Regulations and this Addendum. If New Developer fails to present a petition for the annexation of the Additional Land signed by the owner of the Additional Land to the City as provided in Section 2.01, or fails to actively support the annexation, the City may terminate this Addendum. Any such termination will not affect the Original Agreement, which will remain in full force and effect.

**2.04 Contemplated Sequence of Events.** The sequence of events contemplated by this Addendum is as follows:

- (a) Approval of this Addendum by the City and New Developer and City approval of the Concept Plan for the Additional Land;
- (b) Closing of New Developer's purchase of the Additional Land;
- (c) Submission of an annexation petition and zoning application by New Developer;
- (d) City acceptance of the annexation petition and beginning of public hearings and process to adopt the annexation ordinance;
- (e) Second and final reading of ordinance annexing the Additional Land, and second and final reading of an ordinance zoning the Additional Land in accordance with the Land Use Summary attached as Exhibit 2 (the "**Additional Land Use Summary**");
- (f) Annexation of the Additional Land into the District; and
- (g) Submittal and review of preliminary plats.

The events described in subsection (g) may occur concurrently with the events described in subsections (d) through (f).

### **Article III. Development**

#### **3.01 Concept Plan for Additional Land.**

- (a) The Additional Land will be developed as a single-family and commercial development substantially in accordance with the Concept Plan attached as Exhibit 3, as amended from time to time with the consent of the City (the "**Additional Concept Plan**"), which has been reviewed the City and is hereby

approved as of the effective date of this Addendum; the Additional Land Use Summary; plans and specifications approved by the City, good engineering practices, the Applicable Regulations and the additional regulations and provisions of this Addendum, specifically including those set forth on the attached **Exhibit 4** (the “**Additional Requirements**”). If there is any conflict between the Additional Concept Plan and the Additional Land Use Summary, the Additional Land Use Summary will control.

In this Addendum, “**Applicable Regulations**” means and includes the federal, state, and local laws, rules and regulations, including, but not limited to, environmental regulations, as they exist from time to time that are applicable to the development of the Additional Land, and the City Rules, as modified by the Project Approvals, subject to the provisions of Section 4.02(a) of the Original Agreement, including the vesting date of December 5, 2013, provided thereunder, which will apply to the Additional Land. The City Rules and City Development Rules are defined in Section 4.01(b) of the Original Agreement. The “**Project Approvals**” are all approvals, variances, waivers and exceptions to the Applicable Rules approved by the City that are necessary or required for the development of the Additional Land with the densities and land uses proposed in this Addendum, including the Additional Concept Plan, the Additional Requirements, this Addendum and other future regulatory approvals, including plat approval, final zoning designation, site development plans and building permits. If there is any conflict between the Project Approvals and the City Development Rules, the Project Approvals will control.

### **3.02 Development of the Additional Land.**

(a) New Developer may develop the Additional Land in accordance with the Additional Land Use Summary, the Additional Concept Plan, and the Applicable Regulations, as modified by the Additional Requirements. If there is any conflict between the Applicable Regulations and the terms of the Additional Requirements, the Additional Requirements will control.

(b) The provisions of Sections 4.03(b), Section 4.04, and Section 4.05 of the Original Agreement will be applicable to the Additional Land; provided that: (1) such sections are herein modified to apply to the Additional Land rather than the Property; (2) references to “PUD/Land Use Chart” will be replaced by “Additional Land Use Summary”; (3) references to the “Concept Plan” shall be replaced by the “Additional Concept Plan”; and (4) the first sentence of Section 4.04 is not applicable to the Additional Land. New Developer will have no responsibility to construct the Project Facilities defined in Article V of the Original Agreement, but will be responsible for and will construct the Additional Project Facilities described in Article IV of this Addendum.

**Article IV.**  
**Additional Project Facilities**

**4.01 Additional Project Facilities.** The Additional Project Facilities consist of the right-of-way dedication for and construction of the portions of San Gabriel Parkway for which New Developer is responsible under Section 4.02 (the “**San Gabriel Parkway Project**”), the Additional Water Line Project described in Section 4.03 below, and the Wastewater Project described in Section 4.04 below (the “**Additional Project Facilities**”). All costs and expenses for designing, bidding, constructing and installing the Additional Project Facilities shall be paid by New Developer, except that the City will reimburse New Developer for the City’s Additional Waterline Project Costs of the Additional Water Line Project as provided in Section 4.03 and will pay a portion of the costs of the San Gabriel Parkway Project as provided in Section 4.02. New Developer will be eligible for reimbursement of any costs not repaid through City rebates or payments through District reimbursements to the extent permitted by the rules of the Texas Commission on Environmental Quality.

**4.02 San Gabriel Parkway Project.**

(a) The San Gabriel Parkway Project will consist of one two-lane 27-foot wide roadway segment (1/2 of a four-lane divided arterial roadway), designed and constructed as provided in this Section. Such design and construction will comply with the Applicable Regulations, the Additional Requirements, plans and specifications approved by the City, this Addendum and good engineering practices.

(b) New Developer will dedicate (i) 110 feet of right-of-way for the extension of San Gabriel Parkway from the southeast boundary of the Additional Land west through the Additional Land to the common boundary between the Additional Land and the Original Property, and (ii) 55 feet of right-of-way for the extension of San Gabriel Parkway from the common boundary between the Additional Land and the Original Property to the western property line of the Additional Land, with frontage along the northern right-of-way of future San Gabriel Parkway. The alignment of the right-of-way will be as generally depicted on the attached **Exhibit 5**. The City will be responsible for acquisition of the remainder of the right-of-way, including the portion of the right-of-way required for the extension of San Gabriel Parkway from its point of intersection with CR 270 east to the point of termination of the right-of-way to be dedicated within the Additional Land as generally depicted on **Exhibit 5**.

(c) The City will obtain plans for the construction of San Gabriel Parkway at full build-out as a four-lane divided arterial roadway for the entire length of roadway, as generally shown on **Exhibit 5** (the “**Design Plans**”). New Developer will pay thirty-six percent (36%) of the cost of the Design Plans, not to exceed a maximum of \$150,000 (the “**Design Deposit**”). New Developer will pay the Design Deposit to the City in installments, as follows:

1. Within 30 days of the City's delivery of written notice to New Developer accompanied by a copy of the contract between the City and the engineer preparing the Design Plans, New Developer will deposit 25% of the Design Deposit with the City.
2. Within 30 days of the City's delivery of written notice to New Developer that the Design Plans are 50% complete, New Developer will deposit an additional 25% of the Design Deposit with the City.
3. Within 30 days of the City's delivery of written notice to New Developer that the Design Plans are complete, and have been approved by the City and any other governmental entities with jurisdiction over the construction of San Gabriel Parkway, New Developer will deposit the final 50% of the Design Deposit with the City.

If New Developer fails to pay any installment of the Design Deposit when due, the City will deliver written notice to New Developer of such failure and, if New Developer does not deliver that installment of the Design Deposit within 30 days of the date of the City's notice, the City may withhold further development approvals for the Additional Land until the installment in question is delivered to the City.

(d) New Developer will construct one two-lane 27-foot wide segment of San Gabriel Parkway from CR 270 to Isaias Drive in phases as adjoining portions of the Additional Land are developed, with cost participation by the City and/or adjoining landowners/developers as follows:

1. New Developer will pay the cost of constructing one two-lane 27-foot wide segment of San Gabriel Parkway within the portion of 110-feet of right-of-way being dedicated as described in Subsection 4.02(b)(i).
2. New Developer will pay one-half of the cost of constructing one two-lane 27-foot wide segment of San Gabriel Parkway within the portion of 55-feet of right-of-way being dedicated as described in Subsection 4.02(b)(ii).
3. The City and/or other landowners and developers will pay the balance of the costs of constructing San Gabriel Parkway. The City will reimburse New Developer for the other one-half of the cost of the segment of San Gabriel Parkway to be constructed under Subsection 4.02(d)2 (the "**City Cost Share**") according to the following schedule:

- i) Upon contract award: 25% of the City Cost Share;

- ii) Upon 50% completion, 25% of the City Cost Share;
- iii) Upon 75% completion, 25% of the City Cost Share; and
- iv) Upon substantial completion and acceptance, 25% of the City Cost Share.

(e) New Developer will manage the construction of the segment of San Gabriel Parkway to be constructed under this Section 4.02(d)(2) in accordance with a roadway participation agreement that is to be negotiated and entered into within 120 days of the effective. No City inspection fees will be assessed for the segment of San Gabriel Parkway to be constructed under the Roadway Participation Agreement. The New Developer will not charge the City a fee for managing the construction the aforementioned segment of San Gabriel Parkway under the roadway participation agreement.

(f) As consideration for the dedication, construction and payments described in this Section 4.02, the City waives any additional TIA fees related to the Additional Land.

#### **4.03 Additional Water Line Project.**

(a) Water service to the Additional Land will be provided through the extension of the City's planned 24-inch water transmission main from CR 270 through the Additional Land along the route generally depicted on the attached **Exhibit 6** (the "**Additional Water Line Project**"). The Additional Water Line Project will be designed and constructed in accordance with the Applicable Regulations, the Additional Requirements, plans and specifications approved by the City, this Addendum, and good engineering practices.

(b) New Developer will contract for the design of the Additional Water Line Project and pay a portion of the cost of design based on the cost of constructing the Water Line Project as a 12-inch line. The City will reimburse New Developer for the portion of the cost of design of the Additional Water Line Project that is included in "City's Additional Waterline Project Costs" under Section 4.03(f).2(i) and (ii).

(c) The parties acknowledge that the point at which the Additional Water Line Project is proposed to connect to the City's water utility system (as shown on **Exhibit 6**) (the "**Point of Connection**") has not been constructed as of the effective date of this Addendum. The parties also acknowledge that it will be most efficient for New Developer to construct the Additional Water Line Project at the same time as construction of the San Gabriel Parkway Project. In the event that the Point of Connection is complete and accepted as part of the City's water utility system at the time New Developer commences construction of the San Gabriel Parkway Project, or in the event that the City projects that the Point of

Connection will be completed and accepted as part of the City's water utility system within a reasonable time following New Developer's commencement of the San Gabriel Parkway Project, this Section shall govern New Developer's construction of and payment for the Additional Water Line Project and the City's reimbursement of New Developer for the City's Additional Waterline Project Costs.

1. New Developer will contract for the construction of the Additional Water Line Project and pay a portion of the cost of the Additional Water Line Project based on the cost of constructing Additional Water Line Project Alternate #B, as defined in Section 4.03(f), which shall be determined by subtracting the City's Additional Waterline Project Costs from the total costs of designing and constructing the Additional Waterline Project ("**New Developer's Additional Waterline Project Costs**") and the City will reimburse New Developer for the "City's Additional Waterline Project Costs", as defined in Section 4.03(f), as competitively bid and constructed by New Developer in accordance with this Addendum; according to the following schedule:

- i) Upon contract award: 25% of the City's Additional Waterline Project Costs;

- ii) Upon 50% completion, 25% of City's Additional Waterline Project Costs;

- iii) Upon 75% completion, 25% of City's Additional Waterline Project Costs; and

- iv) Upon substantial completion and acceptance, 25% of City's Additional Waterline Project Costs; provided that the percentage of the final payment may be adjusted as appropriate so that the total payments made by the City are not less than or do not exceed the City's Additional Waterline Project Costs.

(d) In the event that the Point of Connection is not complete and accepted as part of the City's water utility system at the time New Developer commences construction of the San Gabriel Parkway Project and is not projected by the City to be complete and accepted within a reasonable time after New Developer commences construction of the San Gabriel Parkway Project, this Section shall govern construction of the Additional Water Line Project and New Developer's payment of New Developer's Additional Waterline Project Costs.

1. The City will contract for the construction of the Additional Water Line Project and pay the City's Additional Waterline Project Costs

and New Developer will pay New Developer's Additional Waterline Project Costs, as provided in this section.

2. After completion of the construction plans for the Additional Water Line Project, the City Engineer shall prepare an estimate of the costs of constructing Additional Water Line Project Alternate #B and an estimate of the costs of constructing Additional Water Line Project Alternate #A, as defined in Section 4.03(f) (the "**Construction Estimate Amount**"). New Developer shall deposit an amount equal to New Developer's Additional Waterline Project Costs based on the Construction Estimate Amount for Additional Water Line Project Alternate #B, less an amount equal to the portion of the City's Additional Waterline Project Costs described in Section 4.03(f).2(i) and (ii), below, previously advanced and paid by New Developer in connection with the design of the Additional Water Line Project, in an escrow account of the City within ten (10) business days of notice by the City (the "**Construction Deposit**"). The parties will execute an escrow agreement in a form that is to be negotiated and entered into within 120 days of the effective date to govern the City's holding in escrow and distribution of the Construction Deposit (the "**Construction Escrow Agreement**"). The Construction Deposit shall be used by the City solely for the costs of constructing the Additional Water Line Project. If the projected winning bid for Additional Water Line Project Alternate #B, as defined in Section 4.03 (f), below, exceeds the Construction Deposit, then New Developer will deposit the excess cost with the City within ten (10) business days of notice by the City and the additional sum deposited will be held by the City as part of the Construction Deposit in accordance with the Construction Escrow Agreement. The City will not be obligated to award the bid for the Additional Water Line Project until the Construction Deposit is paid in accordance with this subsection. After final completion and acceptance of the Additional Waterline Project, the City will calculate the actual amount spent for the design and construction of the Additional Waterline Project. In the event that the New Developer's Additional Waterline Project Costs exceed the Construction Deposit, New Developer shall deposit an amount equal to such excess amount with the City within ten (10) days' written notice by the City. In the event that the Construction Deposit exceeds the New Developer's Additional Waterline Project Costs, the City shall return the balance of the Construction Deposit within sixty (60) days of final completion of the Additional Waterline Project.

(e) In order to obtain service for up to 250 living unit equivalents (LUEs), of water service prior to the completion of the Additional Water Line Project, New Developer may construct such lines and infrastructure as are necessary to connect to the City's water utility system through the extension of the water lines constructed to serve the Original Property as generally shown on **Exhibit 7** (the "**Initial Water Connection**"). The Initial Water Connection will be designed and constructed in accordance with the Applicable Regulations, the Additional Requirements, plans and specifications approved by the City, this Addendum, and good engineering practices. New Developer may receive service for a maximum of 250 LUEs through the Initial Water Connection. No final plat that would result in there being more than 250 LUEs of development on the Additional Land will be approved until the Additional Water Line Project is complete.

(f) The Additional Water Line Project will be advertised for bids with an alternate bid being required for a twelve inch (12") water main ("**Additional Water Line Project Alternate #B**") and an alternate bid being required for the twenty-four inch (24") water main ("**Additional Water Line Project Alternate #A**"), together with all equipment and related facilities and structures shown on the City approved plans and specifications for the Additional Water Line Project. The City's Additional Waterline Project Costs for the Additional Water Line Project will consist of:

1. the difference between the dollar amount of the approved bid for Additional Water Line Project Alternate #A and the dollar amount of the approved bid for Additional Water Line Project Alternate #B; and
2. a portion of the cost of designing, competitively bidding, permitting and constructing the Additional Water Line Project based on the sum of the following:
  - i) one-half (1/2) of the engineering, design and surveying costs;
  - ii) one-half (1/2) of the cost of soils and materials testing;
  - iii) all advertising and other costs associated with public bidding and award of construction contracts; and
  - iv) one-half (1/2) of any other necessary and reasonable out-of-pocket costs, reviewed and approved by the City, expended by New Developer in connection with the Additional Water Line Project.

provided that all such sums and amounts described in (i) through (iv) shall have been paid by New Developer and are reasonable, necessary and documented to and approved by the City Engineer and Director of Development Services, and provided further that New Developer shall not receive or be entitled to receive any rebates or reimbursements from the City for any of the costs attributable to any portion of the Additional Water Line Project that is not actually constructed in accordance with this Addendum. No City inspection fees will be assessed for the City's share of the Additional Water Line Project.

**4.04 Wastewater Project.** Wastewater service to the Additional Land will be provided through the offsite lines described in the Original Agreement. New Developer will construct one or more lift stations or grinder pumps that will connect to the facilities constructed under the Original Agreement (the "**Wastewater Project**") to serve the northern portion of the Additional Land. The Wastewater Project will be designed and constructed in compliance with the Applicable Regulations, the Additional Requirements, plans and specifications approved by the City, this Addendum and good engineering practices.

**4.05 Timely Construction of Additional Project Facilities.** New Developer will design, construct, install and obtain City acceptance of the Additional Project Facilities that New Developer is required to construct in accordance with the terms and conditions of this Addendum. Except as otherwise provided in this Addendum, the Additional Project Facilities will be completed by New Developer on or before the expiration of five (5) years after the effective date of this Addendum or the date a plat containing the 251<sup>st</sup> residential lot within the Additional Land is filed of record, whichever occurs last. If the City is responsible for construction of the Additional Water Line Project under Section 4.03(d), then the City agrees that, as the timely completion and acceptance of the Additional Water Line Project is required for service to the 251<sup>st</sup> LUE within the Additional Land, the Additional Water Line Project will be completed by the City on or before the expiration of five (5) years after the effective date of this Addendum or six months of the date a plat containing the 251<sup>st</sup> residential lot is filed with the City, whichever occurs first.

**4.06 Project Engineer.** Randall Jones Engineering, Inc. or another engineer selected by New Developer and approved by the City (the "**Project Engineer**") will act as the engineer for the Additional Project Facilities. The Project Engineer will prepare the design, construction plans and specifications, and supporting documentation for the Project Facilities to be constructed and installed by New Developer in accordance with good engineering practices, the design and construction standards of the Applicable Regulations and Additional Requirements, and this Addendum. The Project Engineer will obtain the City Engineer's approval of such design, plans, and specifications and will advertise the Additional Project Facilities for public bids and, for the Additional Water Line Project, all laws applicable to municipal utility districts, including Chapters 49 and 54, *Texas Water Code*, based on the City Engineer-approved design, plans and specification. The Additional Water Line Project shall further be bid in accordance with Section 4.03(e). The Project Engineer will recommend award of each contract to the lowest qualified bidder/contractor and will work and coordinate with New

Developer, the City Engineer and the City's Director of Development Services (and any additional engineer employed by New Developer) to obtain the timely review and approval of the design, plans, and specifications for the Additional Project Facilities, together with the advertisement for bids, the bid tabulation and the final recommended bid award. The bids received for the Additional Water Line Project will be subject to review by the City Engineer for purposes of confirming that they are fair, balanced and reasonable. If the City Engineer determines that the alternate bid prices of the low bidder for the Additional Water Line Project described in Section 4.03(c) are not fair and balanced, the City Engineer will use an incremental cost analysis to determine the City's Additional Waterline Project Costs for the Additional Water Line Project.

**4.07 Agreement Under Section 791.025, Texas Government Code.** The City and New Developer acknowledge and agree that New Developer will construct the Additional Water Line Project and the Wastewater Project behalf of and in the name of the District. This Addendum will constitute an agreement between the City and the District for the purchase of Additional Water Line Project and the Wastewater Project and the District will join in and execute this Addendum for purposes of confirming its agreement to the terms of this Section and will join in the conveyance of the Additional Water Line Project and the Wastewater Project to the City.

#### **Article V.**

#### **Collection and Payment of Impact Fees**

**5.01 Payment of Impact Fees.** New Developer, its grantees, successors, assigns, and subsequent purchasers of any portion of the Additional Land agree that each lot, tract, parcel or building site within the Additional Land that will be provided water and wastewater service by the City shall be required to pay the City's water impact fee (the "**Water Impact Fee**") and the City's wastewater impact fee (the "**Wastewater Impact Fee**"), established pursuant to Chapter 395 of the Texas Local Government Code, in the amount that is established by the City Capital Improvements Plan and City ordinance, as amended, from time to time, and that is in effect when the fee is paid. The Water Impact Fee and the Wastewater Impact Fee are referred to collectively as the "**Impact Fees**". The Impact Fees shall be payable with respect to a lot, tract, parcel, or building site at the time the building permit for each building or structure is applied for or, if no building permit is required, then upon the first to occur of the following: (a) the date construction of the building or structure is first commenced, (b) the date an application is made to the City for a water connection to serve the building or structure, or (c) the date water service is requested for the lot, tract or parcel of land.

#### **Article VI.**

#### **Additional Agreements and Performance**

**6.01 Additional City Agreements.** The City hereby confirms that its agreements under Section 9.01 of the Original Agreement, exclusive of subsection (f), which is not applicable, will apply to the development of the Additional Land by New Developer under this Addendum.

**6.02 Additional New Developer Agreements.** New Developer hereby agrees:

- (a) to develop the Additional Land and construct all infrastructure required for built-on-the-lot single-family homes and multi-family structures in compliance with the Applicable Regulations;
- (b) the City's fees and charges currently provided for in the Applicable Regulations may be amended by the City from time to time, and New Developer, its grantees, successors and assigns, shall pay to the City such fees and charges, as amended, for or with respect to the development of the Property, including, but not limited to, zoning and subdivision application fees, building permit fees, and water and wastewater impact, tap and use fees,
- (c) New Developer shall pay to the City the reasonable costs and expenses incurred by the City for legal services in connection with the negotiation and implementation of this Addendum;
- (d) this Addendum does not waive the requirements of any Applicable Regulations;
- (e) to timely perform and complete each task, duty and responsibility of New Developer set forth in this Addendum;
- (f) each lot, tract, parcel, or building site within the Additional Land shall be required to pay the Impact Fees (as provided in Section 5.01) in the amount that is established by City ordinance and that is in effect when the Impact Fees become payable;
- (g) New Developer will not seek or accept reimbursement from the District for any costs of the Additional Water Line Project or the San Gabriel Parkway Project that are to be funded by the City pursuant to this Addendum.

**6.03 City Consent to Annexation by District; City Council Approval of Increase in Bonding Authority.** Pursuant to this Addendum and the Resolution attached as Exhibit 8, which has been adopted by the City concurrently with approval of this Addendum, the City consents to the annexation of the Additional Land by the District after annexation of the Additional Land into the City and approves the increase in the total amount of all new money bonds that may be issued by the District for capital improvement from \$22,000,000 to \$50,000,000, subject to the District executing an addendum in a form substantially similar to Exhibit 9.

**Article VII.**  
**Miscellaneous**

**7.01 Notice.** Any notice to be given hereunder under this Addendum will be consistent with Article XV of the Original Agreement. Any notice mailed to New Developer shall be addressed:

Hanna/Magee L.P. #1  
Attn: Blake J. Magee  
1011 North Lamar Blvd.  
Austin, Texas 78703  
Telephone: (512) 481-0303  
Facsimile: (512) 481-0333  
Email: [blake@blakemageeco.com](mailto:blake@blakemageeco.com)

With copy to:

Armbrust & Brown, PLLC  
Attn: Sue Brooks Littlefield  
100 Congress, Suite 1300  
Austin, Texas 78701  
Telephone: (512) 435-2301  
Facsimile: (512) 435-2360  
Email: [slittlefield@abaustin.com](mailto:slittlefield@abaustin.com)

New Developer may change its address for notice to it by giving notice of such change in accordance with the provisions of Article XV of the Original Agreement.

**7.02 Agreement and Amendment.** This Addendum, together with any exhibits attached hereto, constitutes the entire agreement between New Developer and the City and may not be amended except by a writing approved by the City Council of the City that is signed by New Developer and the City and dated subsequent to the date hereof.

**7.03 Vested Rights.** Subject to the terms and conditions of this Addendum, the City confirms, acknowledges and agrees that New Developer has vested authority to develop the Additional Land in accordance with the Applicable Regulations, as modified by the Additional Requirements, notwithstanding subsequently adopted ordinances, rules or regulations, or changes or modifications to the City's ordinances, rules and regulations which will only be applicable to the extent allowed by Chapter 245, *Texas Local Government Code* (the "**Vested Rights**"), provided that the Vested Rights shall terminate and expire in the event that: (1) New Developer, or its successors or assigns with respect to each affected parcel, agrees in writing to such modification or revocation; (2) New Developer fails to complete and obtain final City acceptance of one or more sections of the subdivision for the Additional Land within five years after the effective date of this Addendum, or thereafter abandons development of the Additional Land; (3) an application for a major change to the Additional Concept Plan is submitted by New

Developer which substantially changes the density, land uses, parkland or transportation improvements from that approved by this Addendum; or (4) state law or court order mandates otherwise. If there is any conflict between the Applicable Rules and the terms of this Addendum, the terms of this Addendum will control. As used in this Addendum, “abandons development of the Additional Land” or “abandons the project” means that New Developer commences the development of a subdivision section within the Additional Land for which all required permits have been issued, but fails to complete such development within five years thereafter. The foregoing notwithstanding, New Developer agrees that its Vested Rights will terminate if New Developer does not submit a petition to the City requesting the annexation of the Additional Land as required by this Agreement.

**7.04 Exhibits.** The following Exhibits to this Agreement are incorporated herein by reference for all purposes:

<b>Exhibit 1</b>	Additional Land
<b>Exhibit 2</b>	Additional Land Use Summary
<b>Exhibit 3</b>	Additional Concept Plan
<b>Exhibit 4</b>	Additional Requirements
<b>Exhibit 5</b>	Alignment of San Gabriel Parkway and Design Plans
<b>Exhibit 6</b>	Alignment of Additional Water Line Project and Point of Connection
<b>Exhibit 7</b>	Initial Water Connection
<b>Exhibit 8</b>	City Resolution
<b>Exhibit 9</b>	Addendum to Facilities Agreement

*[Signature pages follow]*

EXECUTED in multiple originals, and in full force and effect as of the effective date.

**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 \_\_\_\_\_, 2015, 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

**NEW DEVELOPER:**

**HANNA/MAGEE L.P. #1**, a Texas limited partnership

By: Hanna/Magee GP#1, Inc., a Texas corporation, its general partner

By: \_\_\_\_\_  
Blake Magee, President

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

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

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2015, by Blake Magee, President of Hanna/Magee GP#1, Inc., a Texas corporation, general partner of Hanna/Magee L.P. #1, a Texas limited partnership, on behalf of said corporation and limited partnership.

(SEAL)

\_\_\_\_\_  
Notary Public, State of Texas

**DISTRICT:**

**PALMERA RIDGE MUNICIPAL  
UTILITY DISTRICT OF WILLIAMSON  
COUNTY**

By: \_\_\_\_\_  
Rob Bridges, President

ATTEST:

\_\_\_\_\_  
Taylor Terkel, Secretary  
Board of Directors

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

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2015, by Rob Bridges, President, and Taylor Terkel, Secretary, of the Board of Directors of Palmera Ridge Municipal Utility District of Williamson County, on behalf of said District.

(SEAL)

\_\_\_\_\_  
Notary Public, State of Texas

**EXHIBIT 1**  
**Additional Land**

**EXHIBIT 2**  
**Additional Land Use Summary**

**EXHIBIT 3**  
**Additional Concept Plan**

**EXHIBIT 4**  
**Additional Requirements**

1. New Developer must submit a tree survey of the portion of the Additional Land that is to be developed or disturbed (exclusive of open space, river frontage and greenbelt areas) showing all trees with a diameter of 18 inches or greater concurrently with filing the preliminary plat of the Additional Land. The preliminary plat will be prepared so as to avoid to the greatest extent possible the removal of surveyed trees greater than 18 inches. Trees with a diameter less than 18 inches that are removed from any right-of way or utility and drainage easements will not be required to be replaced or mitigated. Mitigation or replacement for trees whose diameter are 18 inches or greater that are removed from any right-of-way or utility and drainage easements will be required beginning when the number of inches removed exceeds fifty percent (50%) of the total caliper inches of all surveyed trees, and replacement shall be at a 1:1 ratio. Trees greater than 18 inches that are removed from other areas of the Additional Land must be replaced at a 1:1 ratio; these replacements may be planted at any location within the Additional Land. These requirements will control over any conflicting provisions of the Applicable Regulations.

2. Garage placement for single-family homes will be in accordance with the City's zoning ordinance in effect as of the effective date of this Addendum.

3. The development of the Additional Land shall comply with the riparian corridor setbacks in the City's subdivision ordinance in effect as of the effective date of this Addendum, Ordinance No. 14-041-00.

**EXHIBIT 5**  
**Alignment of San Gabriel Parkway and Design Plans**

**EXHIBIT 6**  
**Alignment of Additional Water Line Project and Point of Connection**

**EXHIBIT 7**  
**Initial Water Connection**

**EXHIBIT 8**  
**City Resolution**

**EXHIBIT 9**  
**Addendum to Facilities Agreement**

## EXHIBIT 1

THAT PART OF THE L. B. JOHNSON SURVEY, ABSTRACT No. 350 AND THE HENRY GARMES SURVEY, ABSTRACT No. 269, IN WILLIAMSON COUNTY, TEXAS, BEING A PART OF THAT 226 ACRE TRACT OF LAND CONVEYED TO LAWRENCE VIRGIL TOUNGATE AND LOUISE M. TOUNGATE BY DEED RECORDED IN VOLUME 922, PAGE 878 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN at a concrete monument found in the North Line of that 145.26 Acre Tract conveyed to Palmera Ridge Development, Inc., by deed recorded in Document No. 2013115345 of the Official Public Records of Williamson County, Texas, the same being the Southwest Corner of that 100.16 Acre Tract conveyed to Huie H. Lamb by Contract of Sale and Purchase recorded in Volume 429, Page 142 of the Deed Records of Williamson County, Texas, and the Southeast Corner of said 226 Acre Tract, on or near the South Line of said L. B. Johnson Survey;

THENCE along the South Line of said 226 Acre Tract and the North Line of said 145.26 Acre Tract the following two courses:

1. S.68°43'36"W. a distance of 1438.70 feet to a 60d nail found;
2. S.69°17'15"W. a distance of 509.08 feet to a 1/2" iron rod found at the Northeast Corner of that 12.40 Acre Tract conveyed to Barbara E. Bratton by deed recorded in Volume 2722, Page 551 of the Official Records of Williamson County, Texas;

THENCE S.69°28'23"W. along the South Line of said 226 Acre Tract and the North Line of said 12.40 Acre Tract a distance of 214.83 feet to a 1/2" iron rod found at the Northwest Corner of said 12.40 Acre Tract and the Northeast Corner of that 12.144 Acre Tract conveyed to David R. Bawcon by deed recorded in Volume 894, Page 532 of the Deed Records of Williamson County, Texas;

THENCE S.69°38'24"W. along the South Line of said 226 Acre Tract and the North Line of said 12.144 Acre Tract a distance of 682.92 feet to the base of a fence post found at the Northwest Corner of said 12.144 Acre Tract and the Northeast Corner of that 20.663 Acre Tract conveyed to Charles H. Wilde and Arleen W. Wilde by deed recorded in Volume 680, Page 957 of the Deed Records of Williamson County, Texas;

THENCE S.69°46'06"W. along the South Line of said 226 Acre Tract and the North Line of said 20.663 Acre Tract a distance of 500.82 feet to a fence corner post at the Northwest Corner of said 20.663 Acre Tract and the Northeast Corner of that 110. Acre Tract conveyed to Emogene Mason Kirkpatrick Champion and Albert R. Champion by deed recorded in Volume 472, Page 510 of the Deed Records of Williamson County, Texas;

THENCE S.69°33'29"W. along the South Line of said 226 Acre Tract and the North Line of said 110 Acre Tract a distance of 1339.00 feet to a 1/2" iron rod set at the Southwest Corner of said 226 Acre Tract;

THENCE N.57°57'13"W. along the Southwesterly Line of said 226 Acre Tract a distance of

220.30 Acres

131.37 feet to a 1/2" iron rod found at an angle point in the South Line of Lot 1, South San Gabriel Ranches, according to the plat thereof recorded in Cabinet B, Slide 86, of the Plat Records of Williamson County, Texas;

THENCE N.69°36'06"E. along a North Line of said 226 Acre Tract a distance of 1098.11 feet to a 1/2" iron rod found at the Southeast Corner of said Lot 1 and an interior corner of said 226 Acre Tract;

THENCE N.12°26'43"W. along a West Line of said 226 Acre Tract and the East Line of said Lot 1 a distance of 638.64 feet to a 1/2" iron rod found at the Northeast Corner of said Lot 1 and the South Line of Lot 36, San Gabriel Ranches;

THENCE along the South Line of said Lot 36 the following three courses:

1. N.71°07'19"E. a distance of 126.94 feet to a 1/2" iron rod found;
2. N.84°56'59"E. a distance of 110.33 feet to a 23" cedar tree;
3. S.88°02'59"E. a distance of 74.81 feet to a 14" cedar fence post in the center of a branch;

THENCE along the center of said branch, the same being the Easterly Line of said plat of San Gabriel Ranches the following 55 courses:

1. N.13°20'46"E. a distance of 212.35 feet;
2. N.29°00'00"W. a distance of 69.00 feet;
3. N.36°00'00"E. a distance of 43.00 feet;
4. N.20°00'00"E. a distance of 25.00 feet;
5. N.02°00'00"W. a distance of 44.00 feet;
6. N.21°00'00"W. a distance of 46.00 feet;
7. N.34°00'00"W. a distance of 34.00 feet;
8. N.17°00'00"W. a distance of 41.00 feet;
9. N.01°00'00"E. a distance of 81.00 feet;
10. N.13°00'00"W. a distance of 53.00 feet;
11. N.01°00'00"W. a distance of 66.00 feet;
12. N.11°00'00"W. a distance of 30.00 feet;
13. N.33°00'00"W. a distance of 55.00 feet;
14. N.02°00'00"W. a distance of 85.00 feet;
15. N.14°00'00"W. a distance of 90.00 feet;
16. N.23°18'15"W. a distance of 72.00 feet;
17. N.15°00'00"W. a distance of 114.00 feet;
18. N.23°00'00"W. a distance of 87.00 feet;
19. N.04°00'00"E. a distance of 97.00 feet;
20. N.19°00'00"W. a distance of 27.00 feet;
21. N.56°00'00"W. a distance of 54.00 feet;
22. N.22°00'00"W. a distance of 60.00 feet;
23. N.46°00'00"W. a distance of 39.00 feet;
24. N.04°00'00"E. a distance of 47.00 feet;

25. N.23°00'00"W. a distance of 25.00 feet;
26. N.50°00'00"W. a distance of 81.00 feet;
27. N.22°00'00"W. a distance of 33.00 feet;
28. N.32°00'00"W. a distance of 55.00 feet;
29. N.12°00'00"W. a distance of 35.00 feet;
30. N.05°00'00"E. a distance of 73.00 feet;
31. N.11°00'00"W. a distance of 69.00 feet;
32. N.17°00'00"E. a distance of 73.00 feet;
33. N.29°00'00"W. a distance of 32.00 feet;
34. N.45°00'00"W. a distance of 53.00 feet;
35. N.20°00'00"E. a distance of 75.00 feet;
36. N.12°00'00"E. a distance of 157.00 feet;
37. N.25°00'00"W. a distance of 206.00 feet;
38. N.19°00'00"E. a distance of 65.00 feet;
39. N.32°00'00"E. a distance of 77.00 feet;
40. N.46°00'00"E. a distance of 51.00 feet;
41. N.03°00'00"W. a distance of 100.00 feet;
42. N.02°00'00"W. a distance of 59.00 feet;
43. N.20°00'00"E. a distance of 69.00 feet;
44. N.27°00'00"W. a distance of 52.00 feet;
45. N.29°00'00"W. a distance of 121.00 feet;
46. N.36°00'00"W. a distance of 87.00 feet;
47. N.48°00'00"E. a distance of 89.00 feet;
48. N.76°00'00"E. a distance of 32.00 feet;
49. N.58°00'00"E. a distance of 71.00 feet;
50. N.72°00'00"E. a distance of 70.00 feet;
51. S.55°00'00"E. a distance of 69.00 feet;
52. N.86°00'00"E. a distance of 94.00 feet;
53. S.88°00'00"E. a distance of 47.00 feet;
54. S.82°00'00"E. a distance of 84.00 feet;
55. N.45°28'00"E. a distance of 112.70 feet to the center of the South San Gabriel River;

THENCE along said center of South San Gabriel River the following 25 courses:

1. S.65°00'00"E. a distance of 68.71 feet;
2. S.63°00'00"E. a distance of 81.00 feet;
3. S.47°00'00"E. a distance of 87.00 feet;
4. S.84°00'02"E. a distance of 33.00 feet;
5. S.67°00'00"E. a distance of 75.00 feet;
6. S.74°00'00"E. a distance of 107.00 feet;
7. S.71°00'00"E. a distance of 109.00 feet;
8. S.84°00'00"E. a distance of 65.00 feet;
9. S.80°00'00"E. a distance of 106.00 feet;
10. S.83°00'00"E. a distance of 58.00 feet;
11. S.69°00'00"E. a distance of 134.00 feet;

220.30 Acres

12. S.79°00'00"E. a distance of 73.00 feet;
13. N.87°00'00"E. a distance of 72.00 feet;
14. N.81°00'00"E. a distance of 115.00 feet;
15. S.84°00'00"E. a distance of 96.00 feet;
16. S.89°00'00"E. a distance of 88.00 feet;
17. N.81°00'00"E. a distance of 66.00 feet;
18. N.88°00'00"E. a distance of 61.00 feet;
19. N.51°00'00"E. a distance of 110.00 feet;
20. N.43°00'00"E. a distance of 77.00 feet;
21. N.41°00'00"E. a distance of 102.00 feet;
22. N.24°00'00"E. a distance of 101.00 feet;
23. N.21°00'01"E. a distance of 58.00 feet;
24. N.45°00'00"E. a distance of 50.00 feet;
25. N.62°00'00"E. a distance of 35.01 feet to the Northwest Corner of said 110.16 Acre Huie H. Lamb Tract;

THENCE along the West Line of said 110.16 Acre Tract the following five courses:

1. S.33°43'55"E. (at 455.58 feet pass a concrete monument found at the High Bluff of said South San Gabriel River) in all a distance of 1446.58 feet to a 1/2" iron rod set;
2. S.08°43'50"E. a distance of 523.13 feet to a 1/2" iron rod set;
3. S.59°05'20"E. a distance of 74.81 feet to a 11" Elm Tree;
4. S.38°25'19"E. a distance of 358.00 feet to a 1/2" iron rod set;
5. S.21°20'19"E. a distance of 688.03 feet to the said Point of Beginning.

Containing 220.30 acres, more or less, as shown on the survey attached.

*John K. Weigand Sept. 18, 2014*

J. Kenneth Weigand  
Registered Professional Land Surveyor No. 5741  
State of Texas

RJ Surveying & Associates, Inc.  
1212 East Braker Lane  
Austin, Texas 78753  
F-10015400



All iron rods set have RJ Surveying caps  
Bearings are Texas State Plane Central Zone NAD 83

# EXHIBIT 2

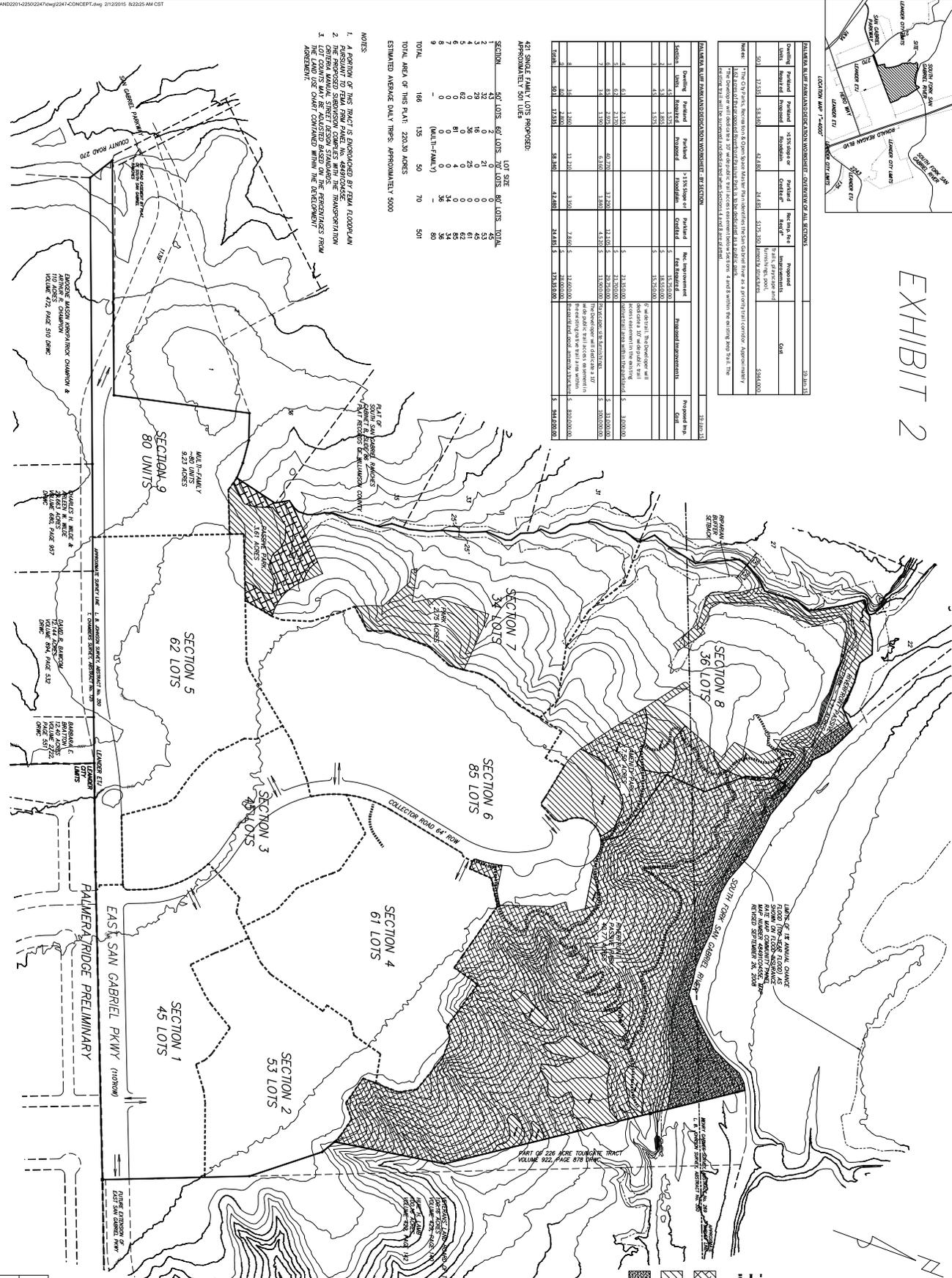


Use Type	Proposed	Existing	Net Change	Notes
Residential Single-Family	17,500	17,500	0	
Residential Medium-Density	42,480	42,480	0	
Residential High-Density	24,180	24,180	0	
Commercial	5,120	5,120	0	
Industrial	0	0	0	
Public Use	0	0	0	
Open Space	0	0	0	
Other	0	0	0	
<b>TOTAL</b>	<b>69,280</b>	<b>69,280</b>	<b>0</b>	

Use Type	Proposed	Existing	Net Change	Notes
Residential Single-Family	17,500	17,500	0	
Residential Medium-Density	42,480	42,480	0	
Residential High-Density	24,180	24,180	0	
Commercial	5,120	5,120	0	
Industrial	0	0	0	
Public Use	0	0	0	
Open Space	0	0	0	
Other	0	0	0	
<b>TOTAL</b>	<b>69,280</b>	<b>69,280</b>	<b>0</b>	

SECTION	30' LOTS	35' LOTS	40' LOTS	45' LOTS	50' LOTS	TOTAL
1	33	2	0	0	0	35
2	16	16	0	0	0	32
3	29	0	0	0	0	29
4	0	0	0	0	0	0
5	0	0	0	0	0	0
6	0	0	0	0	0	0
7	0	0	0	0	0	0
8	0	0	0	0	0	0
9	0	0	0	0	0	0
<b>TOTAL</b>	<b>168</b>	<b>135</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>303</b>

- NOTES:
1. A PORTION OF THIS TRACT IS ENCLOSED BY FEMA FLOODPLAIN.
  2. THE PROPOSED SUBDIVISION COMPARES WITH THE TRANSPORTATION AND LAND USE CHART CONTAINED WITHIN THE DEVELOPMENT AGREEMENT.



CONCEPT PLAN FOR  
**PALMERA BLUFF**  
 WILLIAMSON COUNTY, TEXAS  
 SCALE: 1"=100'



PHASE	DEVELOPER	YEAR DEVELOPED
1	SECTION 1	2015
2	SECTION 2	2016
3	SECTION 3	2016
4	SECTION 4	2016
5	SECTION 5	2016
6	SECTION 6	2016
7	SECTION 7	2017
8	SECTION 8	2017
9	SECTION 9	2023

DATE: JANUARY 18, 2015  
 SCALE: 1" = 200'

**PAWELL JONES & ASSOCIATES ENGINEERING, INC.**  
 1712 E. BRADY LANE, AUSTIN, TEXAS 78703  
 (512) 838-7837 FAX: (512) 838-4817

**RL SURVEYING & ASSOCIATES, INC.**  
 1712 E. BRADY LANE, AUSTIN, TEXAS 78703  
 (512) 838-7837 FAX: (512) 838-4817

DEVELOPER:  
**HANNA MAGEE LP, d/b/a**  
 ATTN: BLAKE MAGEE  
 AUSTIN, TEXAS 78703  
 (512) 481-0003

OWNERS:  
 LAMARCHE ROAD TOWNSHIP AND LOUISE M. TOWNCHIEF  
 LAMARCHE, TEXAS 78641







## ADDENDUM NO. 1 TO FACILITIES AGREEMENT

This Addendum No. 1 to Facilities Agreement (this "Addendum") is entered into effective as of \_\_\_\_\_, 2015 (the "Effective Date"), between the City of Leander, Texas, a home-rule municipal corporation (the "City"); Hanna/Magee LP #1, a Texas limited partnership ("Additional Owner") and Palmera Ridge Municipal Utility District of Williamson County, Texas, a municipal utility district created and operating pursuant to Article XVI, Section 59, Texas Constitution and Chapters 49 and 54, Texas Water Code (the "District"). Additional Owner, the City and the District are sometimes hereinafter referred to singularly as a "Party" and collectively as the "Parties".

### RECITALS

WHEREAS, the City and previously entered into a "Development and Annexation Agreement" dated effective as of December 5, 2014 (the "Original Development Agreement") related to the development and annexation of approximately 145.26 and 52.29 acres of land in Williamson County, Texas (the "Original Property"); and

WHEREAS, the City and the Original Owner also entered into a "Facilities Agreement" dated effective as of December 5, 2013 (the "Original Agreement"), as amended by "Amendment to the Facilities Agreement for the Palmera Ridge Municipal Utility District" effective as of January 2, 2014 (the "Amendment") (collectively, the "Original Facilities Agreement") providing certain terms and conditions regarding the construction, acquisition, and financing of certain improvements to be constructed by or on behalf of the District and the issuance of District bond (the "Bonds"); and

WHEREAS, as required by the Original Facilities Agreement, the District joined in, approved and executed the Original Agreement on August 5, 2014; and

WHEREAS, Additional Owner owns or has the option to acquire approximately 220 acres of land, located in the extraterritorial jurisdiction of the City in Williamson County, Texas and more fully described in the attached **Exhibit 1** (the "Additional Land") and the City and Additional Owner have agreed that the Additional Land will be subject to the terms of the Original Facilities Agreement, as supplemented and amended by this Addendum; and

WHEREAS, the Parties now desire to modify the terms of the Original Facilities Agreement, as provided in this Addendum;

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, obligations and benefits hereunder set forth, and set forth in the Addendum, the Parties agree as follows:

1. Increase in Maximum Amount of New Money Bonds. Section 3.03 of the Original Agreement is amended to provide that the total principal amount of all new money Bonds that may be issued by the District for capital improvements, on a cumulative basis, may not exceed \$50,000,000 without prior City Council approval. This total principal amount of Bonds will be exclusive of the principal amount of any authorized refunding Bonds.
2. Applicability of Original Facilities Agreement to Additional Land. The Parties agree that all of the terms of the Original Facilities Agreement, as amended by Section 1 of this Addendum, will apply to the Additional Land and Additional Owner agrees to be bound by all provisions thereof with respect to the Additional Land in the same manner as such provisions are applicable to Owner with respect to the Original Land.
3. Joinder by Original Owner. Original Owner is joining in this Addendum for the sole purpose of consenting to the amendment to the Original Facilities Agreement set forth in Paragraph 1.
4. Effect of Amendment. Except as provided by this Addendum, the terms and provisions of the Original Facilities Agreement will continue to govern the rights and obligations of the parties, and all provisions and covenants of the Original Facilities Agreement, as amended by this instrument, will remain in full force and effect. In the event of any inconsistency between the Original Facilities Agreement and this Addendum, this Addendum will control and modify the terms and provisions of the Original Facilities Agreement.
5. Execution. This Addendum may be executed in any number of counterparts, and it will not be necessary that the signatures of all parties be contained on any one counterpart. Additionally, for purposes of facilitating execution of this Addendum the signature pages from separate, individually executed counterparts of this Addendum may be combined to form multiple fully executed counterparts and a facsimile signature will be deemed to be an original signature for all purposes. All executed counterparts of this Addendum will be deemed to be originals, but all counterparts, when taken together, will constitute one and the same instrument.

EXECUTED on the date or dates set forth below, to be effective as of \_\_\_\_\_, 2015.

EXECUTED in multiple originals, and in full force and effect as of the effective date.

**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

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

**THE STATE OF TEXAS        §**

**COUNTY OF WILLIAMSON   §**

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2015, 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

**ADDITIONAL OWNER:**

**HANNA/MAGEE L.P. #1**, a Texas limited partnership

By: Hanna/Magee GP#1, Inc., a Texas corporation, its general partner

By: \_\_\_\_\_  
Blake Magee, President

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

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

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2015, by Blake Magee, President of Hanna/Magee GP#1, Inc., a Texas corporation, general partner of Hanna/Magee L.P. #1, a Texas limited partnership, on behalf of said corporation and limited partnership.

(SEAL)

\_\_\_\_\_  
Notary Public, State of Texas

**ORIGINAL OWNER:**

**Palmera Ridge Development, Inc.,** a  
Texas corporation

By: \_\_\_\_\_  
Blake J. Magee, President

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

**THE STATE OF TEXAS       §**

**COUNTY OF TRAVIS       §**

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2015, by Blake J. Magee, President of Palmera Ridge Development, Inc., a Texas corporation, on behalf of said corporation.

(SEAL)

\_\_\_\_\_  
Notary Public, State of Texas

**DISTRICT:**

**PALMERA RIDGE MUNICIPAL  
UTILITY DISTRICT OF WILLIAMSON  
COUNTY, TEXAS**

By: \_\_\_\_\_  
Bob Bridges, President  
Board of Directors

Attest:

By: \_\_\_\_\_  
Taylor Terkel, Secretary  
Board of Directors

**THE STATE OF TEXAS        §**

**COUNTY OF TRAVIS        §**

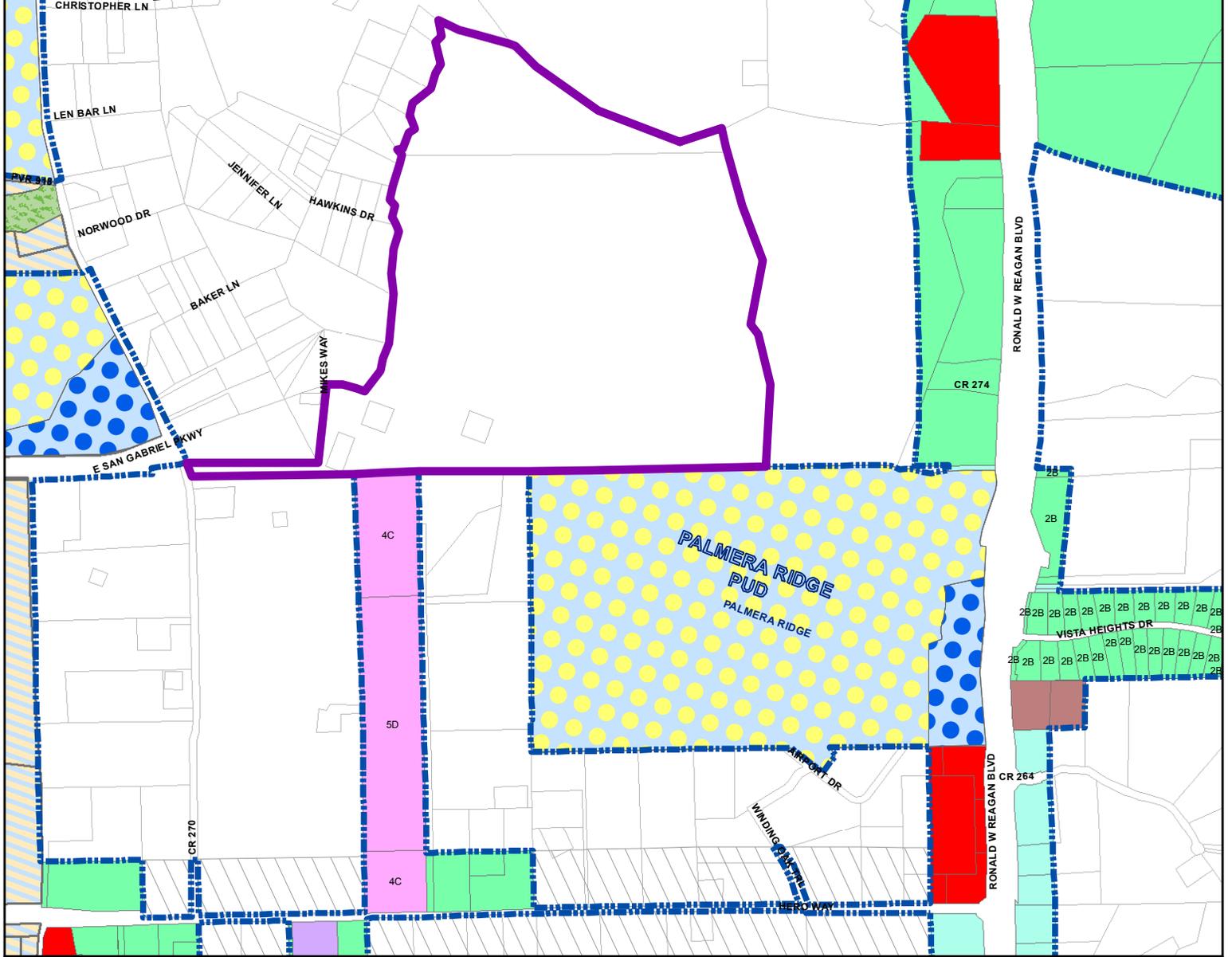
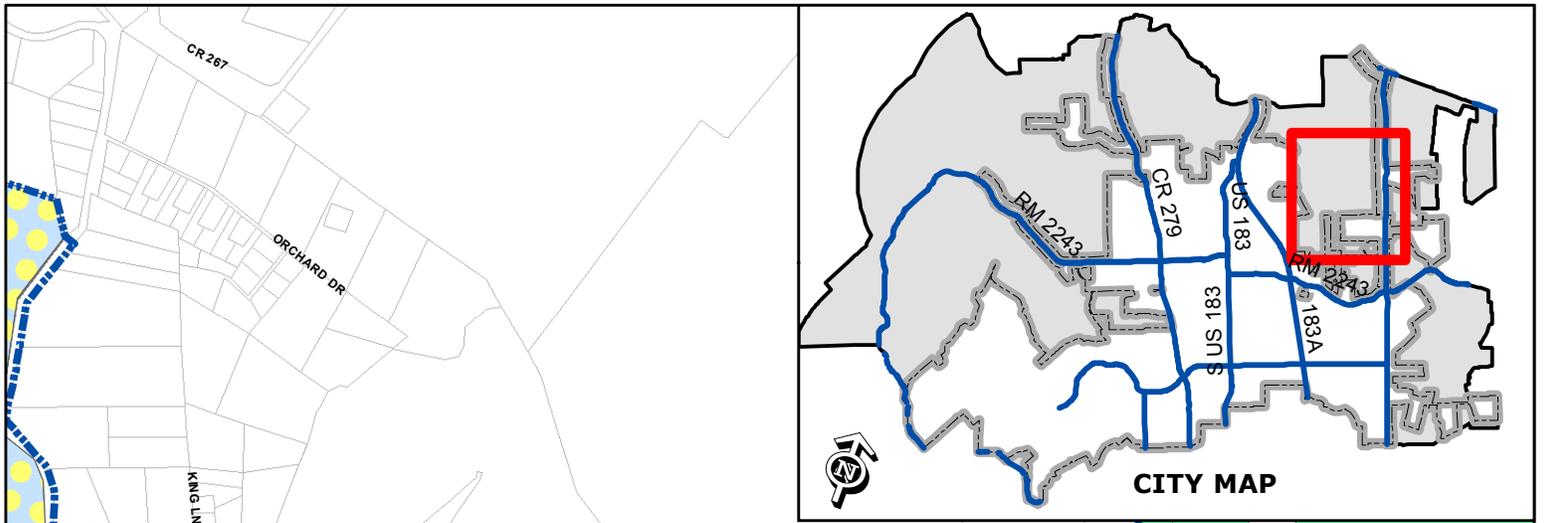
This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2015, by Bob Bridges, President of the Board of Directors of Palmera Ridge Municipal Utility District of Williamson County, Texas on behalf of said district.

(SEAL)

\_\_\_\_\_  
Notary Public, State of Texas

**EXHIBIT 1**  
**Additional Land**





**Development Agreement**

**Attachment #2**

Location Exhibit  
Palmera Ridge

-  Subject Property
-  City Limits

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



0 200  
Feet



**Executive Summary**

**February 19, 2015**

---

**Agenda Subject:** A resolution approving the annexation of 220.30 acres of land, more or less, by and an increase in bonding authority of Palmera Ridge Municipal Utility District of Williamson County

**Background:** This resolution is related to the approval of Addendum Number 1 to the Palmera Ridge development agreement which was considered in the previous agenda item.

If the previous agenda item is not approved, this item will be pulled.

This resolution provides for the annexation of the Toungate property in accordance with the terms of the development agreement.

**Origination:** Applicant: Blake Magee on behalf Lawrence Toungate

**Financial Consideration:** None.

**Recommendation:** Staff recommends approval of the development agreement.

**Attachments:** 1. Resolution

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

02/06/2015

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

**A RESOLUTION OF THE CITY OF LEANDER, TEXAS, APPROVING THE ANNEXATION OF 220.30 ACRES OF LAND BY AND AN INCREASE IN BONDING AUTHORITY OF PALMERA RIDGE MUNICIPAL UTILITY DISTRICT OF WILLIAMSON COUNTY**

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

**PART 1.** The City Council makes the following findings in relation to the adoption of this Resolution:

(1) The City has previously consented to the creation of Palmera Ridge Municipal Utility District of Williamson County (the “District”) by Ordinance No. 12-075-00 (the “Consent Ordinance”) and the District has been created by order of the Texas Commission on Environmental Quality.

(2) The conditions set forth in Section 4 of the Consent Ordinance have been satisfied.

(3) The Development and Annexation Agreement (the “Development Agreement”) between the City and Palmera Ridge Development, Inc. (the “Developer”) contemplates the future annexation by the District of certain land adjacent to the District (the “Future Annexation Tracts”) on terms and conditions acceptable to the City, including the making of the annexed portion of the Future Annexation Tracts subject to the terms of the Development Agreement.

(3) Hanna/Magee #1, L.P. (“New Developer”) has requested that the City consent to the annexation of the approximately 220.30 acres of land described on the attached **Exhibit 1**, which is incorporated herein by reference (the “Additional Land”), which land is a portion of the Future Annexation Tracts.

(4) The City, the Developer and New Developer have entered that certain Addendum No. 1 to Development and Annexation Agreement (Toungate Tract – Palmera Bluff) effective as of February 19, 2015 (“Addendum No. 1”) and that certain Addendum No. 1 to Facilities Agreement dated effective as of February 19, 2015 (“Addendum to Facilities Agreement”) as contemplated by the Development Agreement.

(5) The City Council wishes to confirm its consent to the proposed annexation of the Additional Land into the District and to an increase in the bonding authority of the District as provided in this Resolution.

**PART 2.** The City hereby approves the District’s annexation of the Additional Land, subject to (i) the Developer’s and New Developer’s execution and delivery to the City of Addendum No. 1; (ii) the Developer’s, the New Developer’s, and the District’s execution and delivery to the City of the Addendum to the Facilities Agreement and (ii) the City’s annexation

{W0648601.1}

of the Additional Land, as provided in Addendum No. 1, prior to annexation of the Additional Land into the District.

**PART 3.** The City hereby approves an increase in the District's bonding authority to \$50,000,000, subject to New Developer's and the District's execution and delivery of the Addendum to Facilities Agreement, subject to the terms and conditions of the Addendum to the Facilities Agreement.

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2015.

CITY OF LEANDER, TEXAS

By: \_\_\_\_\_  
Christopher Fielder, Mayor

ATTEST:

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

## EXHIBIT 1

THAT PART OF THE L. B. JOHNSON SURVEY, ABSTRACT No. 350 AND THE HENRY GARMES SURVEY, ABSTRACT No. 269, IN WILLIAMSON COUNTY, TEXAS, BEING A PART OF THAT 226 ACRE TRACT OF LAND CONVEYED TO LAWRENCE VIRGIL TOUNGATE AND LOUISE M. TOUNGATE BY DEED RECORDED IN VOLUME 922, PAGE 878 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN at a concrete monument found in the North Line of that 145.26 Acre Tract conveyed to Palmera Ridge Development, Inc., by deed recorded in Document No. 2013115345 of the Official Public Records of Williamson County, Texas, the same being the Southwest Corner of that 100.16 Acre Tract conveyed to Huie H. Lamb by Contract of Sale and Purchase recorded in Volume 429, Page 142 of the Deed Records of Williamson County, Texas, and the Southeast Corner of said 226 Acre Tract, on or near the South Line of said L. B. Johnson Survey;

THENCE along the South Line of said 226 Acre Tract and the North Line of said 145.26 Acre Tract the following two courses:

1. S.68°43'36"W. a distance of 1438.70 feet to a 60d nail found;
2. S.69°17'15"W. a distance of 509.08 feet to a 1/2" iron rod found at the Northeast Corner of that 12.40 Acre Tract conveyed to Barbara E. Bratton by deed recorded in Volume 2722, Page 551 of the Official Records of Williamson County, Texas;

THENCE S.69°28'23"W. along the South Line of said 226 Acre Tract and the North Line of said 12.40 Acre Tract a distance of 214.83 feet to a 1/2" iron rod found at the Northwest Corner of said 12.40 Acre Tract and the Northeast Corner of that 12.144 Acre Tract conveyed to David R. Bawcon by deed recorded in Volume 894, Page 532 of the Deed Records of Williamson County, Texas;

THENCE S.69°38'24"W. along the South Line of said 226 Acre Tract and the North Line of said 12.144 Acre Tract a distance of 682.92 feet to the base of a fence post found at the Northwest Corner of said 12.144 Acre Tract and the Northeast Corner of that 20.663 Acre Tract conveyed to Charles H. Wilde and Arleen W. Wilde by deed recorded in Volume 680, Page 957 of the Deed Records of Williamson County, Texas;

THENCE S.69°46'06"W. along the South Line of said 226 Acre Tract and the North Line of said 20.663 Acre Tract a distance of 500.82 feet to a fence corner post at the Northwest Corner of said 20.663 Acre Tract and the Northeast Corner of that 110. Acre Tract conveyed to Emogene Mason Kirkpatrick Champion and Albert R. Champion by deed recorded in Volume 472, Page 510 of the Deed Records of Williamson County, Texas;

THENCE S.69°33'29"W. along the South Line of said 226 Acre Tract and the North Line of said 110 Acre Tract a distance of 1339.00 feet to a 1/2" iron rod set at the Southwest Corner of said 226 Acre Tract;

THENCE N.57°57'13"W. along the Southwesterly Line of said 226 Acre Tract a distance of

220.30 Acres

131.37 feet to a 1/2" iron rod found at an angle point in the South Line of Lot 1, South San Gabriel Ranches, according to the plat thereof recorded in Cabinet B, Slide 86, of the Plat Records of Williamson County, Texas;

THENCE N.69°36'06"E. along a North Line of said 226 Acre Tract a distance of 1098.11 feet to a 1/2" iron rod found at the Southeast Corner of said Lot 1 and an interior corner of said 226 Acre Tract;

THENCE N.12°26'43"W. along a West Line of said 226 Acre Tract and the East Line of said Lot 1 a distance of 638.64 feet to a 1/2" iron rod found at the Northeast Corner of said Lot 1 and the South Line of Lot 36, San Gabriel Ranches;

THENCE along the South Line of said Lot 36 the following three courses:

1. N.71°07'19"E. a distance of 126.94 feet to a 1/2" iron rod found;
2. N.84°56'59"E. a distance of 110.33 feet to a 23" cedar tree;
3. S.88°02'59"E. a distance of 74.81 feet to a 14" cedar fence post in the center of a branch;

THENCE along the center of said branch, the same being the Easterly Line of said plat of San Gabriel Ranches the following 55 courses:

1. N.13°20'46"E. a distance of 212.35 feet;
2. N.29°00'00"W. a distance of 69.00 feet;
3. N.36°00'00"E. a distance of 43.00 feet;
4. N.20°00'00"E. a distance of 25.00 feet;
5. N.02°00'00"W. a distance of 44.00 feet;
6. N.21°00'00"W. a distance of 46.00 feet;
7. N.34°00'00"W. a distance of 34.00 feet;
8. N.17°00'00"W. a distance of 41.00 feet;
9. N.01°00'00"E. a distance of 81.00 feet;
10. N.13°00'00"W. a distance of 53.00 feet;
11. N.01°00'00"W. a distance of 66.00 feet;
12. N.11°00'00"W. a distance of 30.00 feet;
13. N.33°00'00"W. a distance of 55.00 feet;
14. N.02°00'00"W. a distance of 85.00 feet;
15. N.14°00'00"W. a distance of 90.00 feet;
16. N.23°18'15"W. a distance of 72.00 feet;
17. N.15°00'00"W. a distance of 114.00 feet;
18. N.23°00'00"W. a distance of 87.00 feet;
19. N.04°00'00"E. a distance of 97.00 feet;
20. N.19°00'00"W. a distance of 27.00 feet;
21. N.56°00'00"W. a distance of 54.00 feet;
22. N.22°00'00"W. a distance of 60.00 feet;
23. N.46°00'00"W. a distance of 39.00 feet;
24. N.04°00'00"E. a distance of 47.00 feet;

25. N.23°00'00"W. a distance of 25.00 feet;
26. N.50°00'00"W. a distance of 81.00 feet;
27. N.22°00'00"W. a distance of 33.00 feet;
28. N.32°00'00"W. a distance of 55.00 feet;
29. N.12°00'00"W. a distance of 35.00 feet;
30. N.05°00'00"E. a distance of 73.00 feet;
31. N.11°00'00"W. a distance of 69.00 feet;
32. N.17°00'00"E. a distance of 73.00 feet;
33. N.29°00'00"W. a distance of 32.00 feet;
34. N.45°00'00"W. a distance of 53.00 feet;
35. N.20°00'00"E. a distance of 75.00 feet;
36. N.12°00'00"E. a distance of 157.00 feet;
37. N.25°00'00"W. a distance of 206.00 feet;
38. N.19°00'00"E. a distance of 65.00 feet;
39. N.32°00'00"E. a distance of 77.00 feet;
40. N.46°00'00"E. a distance of 51.00 feet;
41. N.03°00'00"W. a distance of 100.00 feet;
42. N.02°00'00"W. a distance of 59.00 feet;
43. N.20°00'00"E. a distance of 69.00 feet;
44. N.27°00'00"W. a distance of 52.00 feet;
45. N.29°00'00"W. a distance of 121.00 feet;
46. N.36°00'00"W. a distance of 87.00 feet;
47. N.48°00'00"E. a distance of 89.00 feet;
48. N.76°00'00"E. a distance of 32.00 feet;
49. N.58°00'00"E. a distance of 71.00 feet;
50. N.72°00'00"E. a distance of 70.00 feet;
51. S.55°00'00"E. a distance of 69.00 feet;
52. N.86°00'00"E. a distance of 94.00 feet;
53. S.88°00'00"E. a distance of 47.00 feet;
54. S.82°00'00"E. a distance of 84.00 feet;
55. N.45°28'00"E. a distance of 112.70 feet to the center of the South San Gabriel River;

THENCE along said center of South San Gabriel River the following 25 courses:

1. S.65°00'00"E. a distance of 68.71 feet;
2. S.63°00'00"E. a distance of 81.00 feet;
3. S.47°00'00"E. a distance of 87.00 feet;
4. S.84°00'02"E. a distance of 33.00 feet;
5. S.67°00'00"E. a distance of 75.00 feet;
6. S.74°00'00"E. a distance of 107.00 feet;
7. S.71°00'00"E. a distance of 109.00 feet;
8. S.84°00'00"E. a distance of 65.00 feet;
9. S.80°00'00"E. a distance of 106.00 feet;
10. S.83°00'00"E. a distance of 58.00 feet;
11. S.69°00'00"E. a distance of 134.00 feet;

220.30 Acres

12. S.79°00'00"E. a distance of 73.00 feet;
13. N.87°00'00"E. a distance of 72.00 feet;
14. N.81°00'00"E. a distance of 115.00 feet;
15. S.84°00'00"E. a distance of 96.00 feet;
16. S.89°00'00"E. a distance of 88.00 feet;
17. N.81°00'00"E. a distance of 66.00 feet;
18. N.88°00'00"E. a distance of 61.00 feet;
19. N.51°00'00"E. a distance of 110.00 feet;
20. N.43°00'00"E. a distance of 77.00 feet;
21. N.41°00'00"E. a distance of 102.00 feet;
22. N.24°00'00"E. a distance of 101.00 feet;
23. N.21°00'01"E. a distance of 58.00 feet;
24. N.45°00'00"E. a distance of 50.00 feet;
25. N.62°00'00"E. a distance of 35.01 feet to the Northwest Corner of said 110.16 Acre Huie H. Lamb Tract;

THENCE along the West Line of said 110.16 Acre Tract the following five courses:

1. S.33°43'55"E. (at 455.58 feet pass a concrete monument found at the High Bluff of said South San Gabriel River) in all a distance of 1446.58 feet to a 1/2" iron rod set;
2. S.08°43'50"E. a distance of 523.13 feet to a 1/2" iron rod set;
3. S.59°05'20"E. a distance of 74.81 feet to a 11" Elm Tree;
4. S.38°25'19"E. a distance of 358.00 feet to a 1/2" iron rod set;
5. S.21°20'19"E. a distance of 688.03 feet to the said Point of Beginning.

Containing 220.30 acres, more or less, as shown on the survey attached.

*John K. Weigand Sept. 18, 2014*

J. Kenneth Weigand  
Registered Professional Land Surveyor No. 5741  
State of Texas

RJ Surveying & Associates, Inc.  
1212 East Braker Lane  
Austin, Texas 78753  
F-10015400



All iron rods set have RJ Surveying caps  
Bearings are Texas State Plane Central Zone NAD 83



**Executive Summary**

**February 19, 2015**

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**Agenda Subject:** Subdivision Ordinance Case 15-OR-001: Consider action on amending the Subdivision Ordinance, Chapter 10, Exhibit A, Section 61 Park Land Dedication and Park Improvements, providing a severability clause, providing savings, effective date and open meetings clauses, and providing for related matters.

**Background:** The Parkland Dedication Ordinance was first established in 2001, it was revised in 2007 and 2011. The ordinance has two primary components – one for land and the other for recreation improvements. It requires 3½ acres of parkland per 100 dwelling units, a minimum of \$350 per dwelling unit must be spent on recreation improvements, and it applies to residential developments only. Requirements of the ordinance may be satisfied for either public or private parks, or by making a payment in-lieu to the city. *Park, Recreation & Open Space Master Plan* needs, however, take precedence over private parkland dedications and/or improvements. Fees in-lieu funds are deposited into a Park Fund to be used exclusively for purchasing, improving and/or renovating public parks and recreational lands. In-lieu fees may not be used for maintenance or operations.

Three revisions to the ordinance are proposed:

1. Section 61(b)(ii) – Payment of Fee In-Lieu of Parkland Dedication: Increase the payment in-lieu fee from \$825 to \$1,050 per dwelling unit.
2. Sections 61(c)(1) – Park Improvements: Increase the park improvement fee from \$350 to \$400 per dwelling unit.
3. Section 61(c)(2) - Payment In- Lieu of Park Improvements: Increase the payment in-lieu fee from \$350 to \$400 per dwelling unit.

The Planning & Zoning Commission and the Parks & Recreation Advisory Board held a Joint Work Session on November 13, 2014

to discuss the Park Land Dedication and Park Improvement fees. The proposed changes were endorsed by the Parks & Recreation Advisory Board on December 1, 2014.

**Origination:** Stephen A. Bosak, Parks & Recreation Director

**Financial  
Consideration:**

The fee changes will result in additional revenue to the Park Fund, but the amount is unknown and dependent upon the residential projects proposed.

**Recommendation:** Staff recommends approval of the revisions to the Subdivision Ordinance. The Planning & Zoning Commission recommendation will be available at the meeting.

**Attachments:**

1. Summary of Proposed Amendment
2. Survey of Parkland Dedication Ordinances in the Region
3. Ordinance
4. Minutes - Planning & Zoning Commission February 12, 2015

**Prepared By:** Stephen A. Bosak  
Parks & Recreation Director

02/06/2015

**PROPOSED PARKLAND DEDICATION ORDINANCE REVISIONS**

**Section 61. Park Land Dedication & Park Improvements.**

**Park Land Dedication & Park Improvements Required:** A developer of any residential subdivision within the City's territorial jurisdiction or multi-family residential site development within the City limits, that adds any residential units to any subdivision or multi-family residential site development, shall prepare a park plan to provide for sufficient and suitable park land and park improvements for the purpose of public recreation in accordance with the following provisions:

- (a) **Park Plan Approval Process:** A residential developer shall prepare a park plan in conformance with the requirements of this Section and obtain approvals from the Appropriate Reviewing Authorities as follows:
- (1) If the developer does not propose multi-family development, and the developer is required to submit a subdivision application other than a Short Form Plat as required by this Ordinance, the developer is required to obtain approval of a park plan in compliance with this Section by the City Council in conjunction with consideration of the Concept Plan application.
  - (2) If the developer does not propose multi-family development, and the developer is required to submit a subdivision as required by this Ordinance that is permitted to be filed as a Short Form Plat application, the developer is required to obtain approval of a park plan in compliance with this Section by the Planning and Zoning Commission in conjunction with consideration of the Short Form Plat application. However, approval of any public park land dedication other than land identified on the *City Parks, Recreation & Open Space Master Plan* is required to be approved by the City Council.
  - (3) If the developer proposes multi-family development, the developer is required to obtain approval of a park plan in compliance with this Section by the Director of Parks and Recreation in conjunction with consideration of a Site Development Permit application. However, approval of any public park land dedication other than land identified on the *City Parks, Recreation & Open Space Master Plan* is required to be approved by the City Council.

(b) **Public Park Land Dedication or Payment of Fee In-Lieu Required**

- (1) **Formula for Calculating Area of Park Land:** The acreage of park land to be contributed by a developer prior to Final Plat or Short Form Plat approval of any single family or two family residential subdivision, or prior to site development permit approval for multi-family residential development, shall be equal to three and one-half (3.5) acres for each additional one hundred (100) dwelling units projected to occupy the fully developed subdivision or development. A "dwelling unit", when used in this section, shall mean each individual residence, including each individual residential unit in a multi-family residential structure or manufactured home park, designed or intended for habitation by a single family.
- (2) **Standards for Dedication of Park Land:** The land dedicated by a developer to meet the requirements of this section shall be suitable for public parks and recreation activities shall comply with the *City Parks, Recreation & Open Space Master Plan*, and shall comply with the following standards:
  - (i) The dedicated land shall form a single parcel or tract of land at least three (3) acres in size unless the Appropriate Reviewing Authorities determine that more than one tract or a smaller tract would be in the public interest.
  - (ii) The developer shall provide public access to park land by providing at least fifty percent (50%) of the perimeter boundary of the park with street frontage, or as determined to be satisfactory by the Appropriate Reviewing Authorities. At the time the land abutting the delineated areas is developed, the developer of such abutting land shall dedicate and construct streets along all abutting street frontage and shall provide

water and wastewater utilities to the boundary of one (1) side of the delineated area to meet minimum requirements of this Ordinance.

- (iii) The developer shall dedicate park land reasonably located near the geographic center of the development, or within an area identified on the *City Parks, Recreation & Open Space Master Plan*, and adaptable for use as a public park and recreation facility. However, the Appropriate Reviewing Authorities may require park land to be located at the edge of a development so that additional land may be added at such time as adjacent land is developed or acquired for public use in accordance with this ordinance. In addition, rare, unique, endangered, historic or other significant natural areas shall be given high priority for dedication pursuant to this ordinance. The Appropriate Reviewing Authorities may also require areas providing linkage to parks, schools or public places, or areas that preserve the natural character of the surrounding environment, be included in the park land dedication.
  - (iv) The developer shall restore and stabilize any disturbed soil and establish vegetative cover of a type determined appropriate for the terrain and by the Director of Parks and Recreation on park land.
  - (v) Land dedication of trail corridors identified on the *City Parks, Recreation & Open Space Master Plan* shall be a high priority. Developers are responsible for preserving the natural character of the trail corridor and dedicating the required right-of-way. Right-of-way dedication or easement size may vary due to site physical characteristics. If the land identified on the *City Parks, Recreation & Open Space Master Plan* exceeds the amount of land required for park land dedication by this section, the remainder of the land not required for dedication shall be shown as a reserve park lot to be purchased by the City, or, the Appropriate Reviewing Authorities may credit the required park improvements fee in an amount equal to the fee in-lieu value (see paragraph 3 below) of the remaining land if such land is dedicated and deeded to the City.
  - (vi) Land within the one hundred (100) year flood plain and land that has greater than 15% slope may constitute, in total, not more than fifty percent (50%) of the land dedication requirement. Lands within an inundation easement falling outside of the one hundred (100) year flood plain may constitute up to one hundred percent (100%) of the land dedication requirement if such land remains undisturbed and in a pre-development condition, and if such land is not utilized for another public purpose. In addition, for every acre of land dedicated for park land within the one hundred (100) year flood plain, or having a slope greater than 15%, only one-half (1/2) acre of park land dedication credit shall be given. [Example: If ten acres of park land is required to be dedicated for park land, at least five acres of such park land must be outside the 100 year floodplain and comprised of slopes less than 15%. For the remaining five acres of park land required, the developer can achieve compliance by dedicating five additional acres outside the 100 year floodplain and comprised of slopes less than 15%, or ten additional acres inside the 100 year floodplain and/or comprised of slopes more than 15%, or some combination thereof.]
  - (vii) The developer shall dedicate all park land as a park lot on the applicable Final Plat or Short Form Plat. The developer shall deliver to the City a signed warranty deed transferring title to property dedicated as public park land to the City after City acceptance of park improvements and release of fiscal surety. If the developer fails to deliver the warranty deed in a timely manner, the City may withhold Final Plat approvals and/or the issuance of building permits. The developer shall provide park land free and clear of all mortgages and liens at the time of such dedication or conveyance. The developer shall have iron rods or pins set in accordance with the Final Plat or Short Form Plat. If a subdivision plat is not required based on the standards of this Ordinance, the developer shall have iron rods or pins set at corners identified on a recordable land survey completed by a land surveyor registered in the State of Texas.
- (3) Payment of Fee In-Lieu of Park Land Dedication: In general, the Appropriate Reviewing Authorities shall favor the dedication of park land over the payment of a fee in-lieu of park land dedication for single family and two family subdivisions except for Short Form Plats and multi-family development unless such plat or multi-family development contains land identified as park land in the *City Parks, Recreation & Open Space Master Plan*. However, the Appropriate Reviewing Authority may require a developer to pay a fee in-lieu of park land dedication in accordance with the following:
- (i) If the amount of park land required to be dedicated is less than three (3) acres, the Appropriate Reviewing Authority may require a fee in-lieu of land dedication.
  - (ii) Such fee shall be in the amount of ~~\$825~~ \$1,050 per dwelling unit.

(iii) The developer shall pay the in-lieu fee to the City prior to approval of the Final Plat, Short Form Plat, or, in the case of multi-family development, prior to site development permit approval.

**(c) Park Improvements**

(1) In addition to the required dedication of land or fees in-lieu of land dedication as set forth above, the developer shall also pay a park improvements fee to the City prior to approval of a Final Plat or Short Form Plat, or, in the case of multi-family development, prior to site development permit approval. Such park improvements fee shall be sufficient to provide for the development of amenities and improvements on the dedicated land to meet the standards for a neighborhood park to serve the area in which the subdivision is located. The park improvements fee shall be calculated on the basis of ~~\$350~~ \$400 per dwelling unit.

(2) In lieu of payment of the park improvements fee, the Appropriate Reviewing Authorities may approve a plan from the developer to construct park improvements. If the park or any portion of the park is within areas shown in the *City Parks, Recreation & Open Space Master Plan* as land to meet strategic needs for future parks and/or trails, the developer may be required to construct trails or other park amenities in lieu of payment of the park improvements fee. This plan shall meet the following standards:

(i) All plans and specifications for the construction of such amenities and improvements shall be reviewed and approved by the City, and the developer shall meet *City Park & Facility Equipment Standards*.

(ii) Amenities and improvements shall include one (1) or more children's play areas, picnic areas, game court areas, turf play fields, swimming pools, recreational buildings, trails (sidewalks, walkways or bike trails), and landscaped sitting areas.

(iii) The value of amenities and improvements shall be greater than or equal to ~~\$350~~ \$400 per residential dwelling unit.

(iv) All park areas and playground equipment shall be in accordance with the U.S. Consumer Products Safety Commission - Publication 325, as currently amended and in accordance with current provisions of the Americans with Disabilities Act.

(v) These park improvements shall be completed to the satisfaction of the City Parks and Recreation Director prior to release of fiscal surety or, in the case of a multi-family development, prior to issuance of a certificate of completion or a certificate of occupancy for the project.

(vi) These park improvements shall be designed, reviewed and permitted in conjunction with a Site Development Permit application and/or subdivision construction plans as deemed appropriate by the City Parks and Recreation Director.

**(d) Privately Owned & Maintained Parks:** The Appropriate Reviewing Authorities may approve a plan from the developer to provide privately owned and maintained park land and park improvements meeting all requirements of this section in-lieu of public park land dedication and public park improvements. However the Appropriate Reviewing Authorities shall not approve a plan for privately owned park land and park improvements if such land is shown in the *City Parks, Recreation & Open Space Master Plan* as land to meet strategic needs for future parks and/or trails. In addition, such plan shall meet the following:

(1) Private ownership and perpetual maintenance of such areas and facilities shall be adequately provided for by recorded written agreement, conveyance, and/or restrictions.

(2) The use of such areas and facilities shall be restricted to park and recreational purposes by a recorded covenant, which runs with the land in favor of the future owners of property, and which cannot be defeated or eliminated without the consent of the Council.

**(e) Alternative Park Land Dedication and Park Improvements Plan:** The Appropriate Reviewing Authorities may approve a plan from the developer for an alternative park land dedication and park improvements plan meeting the following standards.

- (1) If all other standards of this section are met, the amount of park land to be dedicated may, if approved by the Appropriate Reviewing Authorities, be reduced, if the reduced value of the land dedication is compensated by an equal or larger increase in the value of park improvements. However, in no case shall the amount of park land dedicated, whether private or public, be less than seventy five percent (75%) of the amount required by this section. The calculation to convert park land value to additional park improvements shall be determined based on how much fee in-lieu would be required to compensate for the park land deficiency and by adding this dollar amount to the required dollar value of park improvements. Example: If twenty acres is required to be dedicated as park land and the applicant proposes 16.5 acres there would be a park land deficiency of 3.5 acres. 3.5 acres is equivalent to 100 residential units worth of park land dedication and the fee in lieu of park land dedication is equivalent to ~~\$825-~~ \$1,050 per unit. Therefore, the amount of park improvements could be increased by ~~\$82,500-~~ \$(105,000) (100 units times ~~\$825-~~ \$1,050).
- (2) If all other standards of this section are met, the amount of park improvements may, if approved by the Appropriate Reviewing Authorities, be reduced, if the reduced value of such improvements is compensated by an equal or greater increase in the value of park land to be dedicated. The calculation to convert park improvements value to additional park land shall be determined based on reducing the required park improvements dollar value by not more than the fee in-lieu dollar value of the additional park land to be dedicated. Example: If \$500,000 worth of park improvements is required, and the applicant proposes ~~\$417,500-~~ \$395,000 worth of improvements, this would amount to ~~ana \$82,500-~~ \$105,000 deficiency in park land improvements. Dividing this number by the fee in lieu value of park land required per unit (~~(\$825-~~ \$1,050- yields 100 units (~~(\$82,500/\$825 = 100)-~~ \$105,000/\$1,050 = 100). The park land requirement for 100 units is 3.5 acres. Therefore an additional 3.5 acres of land could be dedicated in lieu of ~~\$82,500-~~ \$105,000 of improvements.]
- (f) **Park Fund Established:** The City hereby creates a separate fund to be entitled "Park Fund". Money, and the interest on such money, collected as a fee in-lieu of park land dedication, and park improvements fees, shall be held in said fund in trust to be used by the City solely and exclusively for the purpose of purchasing, improving, and/or renovating public park and recreational land and shall not be used for maintaining or operating public park facilities. Such fund shall be invested or held in an interest bearing account and all earnings and interest shall accrue to the Park Fund.
- (g) **Subdivision Changes:** In the event a developer obtains Commission approval to deviate from the approved Preliminary Plat thereby increasing the number of dwelling units projected, or where the use of property is changed from a non-residential use to a residential use, the owner or developer shall be obligated to provide additional land or fees for the park land and amenities required for the additional dwellings in accordance with this section prior to the City approving the Final Plat for recordation.
- (h) **Phasing Plan:** If a developer proposes a multi-phased residential subdivision or other residential development, the developer shall submit a proposed park phasing plan to indicate a plan for phasing park land dedication and/or park improvements to coincide with the development phasing. This park phasing plan shall be approved in conjunction with the park plan as provided by this section. A park phasing plan shall include provisions for compliance with the standards of this section for all phases of the development. A phasing plan may propose park land, park improvements and/or fee in-lieu in an early phase of development to fulfill requirements of a later phase of development, but in no case shall a phasing plan propose park land, park improvements and/or fee in-lieu in a later phase of development to fulfill requirements of an earlier phase of development unless the developer provides adequate fiscal surety with the earlier phase of development. Such fiscal surety shall be in a form that shall not expire unless specifically released by the City.
- (i) **Fiscal Surety:** Except for multi-family development, prior to Final Plat or Short Form Plat approval, the developer shall provide fiscal surety for the completion of all park improvements that complies with this subsection and in accordance with the Sec. 28 of this Ordinance (to the extent Sec. 28 does not conflict with this subsection), and the fiscal surety shall be in a form acceptable to the Director of Parks and

Recreation and the City Attorney. Unless otherwise approved, such fiscal shall be in the form of a letter of credit from a major lending institution, or cash held in escrow. Such fiscal surety shall be held by the City until either the City has accepted all public park improvements and title to the public park land, or the City has approved on final inspection all private park improvements. Such fiscal surety shall be in a form that shall not expire unless specifically released by the City.

**PARK LAND DEDICATION AND PARK IMPROVEMENTS OPTION SUMMARY**  
**(The Appropriate Reviewing Authorities shall determine which option is acceptable.)**

**OPTION ONE**

**Land Dedication:** 3.5 acres per 100 dwelling units) + **Park Improvements Fee**  
~~(\$350-~~\$400~~)~~ per dwelling unit)

**OPTION TWO**

**Land Dedication:** 3.5 acres per 100 dwelling unit) + **Park Improvements** (A minimum of ~~\$350-~~\$ per \$400 per dwelling unit must be spent on park improvements that meet City specifications)

**OPTION THREE**

**Fee-in-Lieu of Land Dedication:** ~~\$825-~~\$ per \$1,050 per dwelling unit) + **Park Improvements**  
Fee (~~\$350-~~\$400 per dwelling unit)

**OPTION FOUR**

**Privately Owned & Maintained Parks:** Private park land and park improvements meeting the standards of this Section.

**OPTION FIVE**

**Alternative Park Land Dedication and Park Improvements Plan:** A customized plan that may include combinations of all other options.

	Public Parkland Dedication Calculation	Private Parkland/Amenities Required?	Public Parkland Requirements (Area)	Parkland Development Improvements (Required)	Fee In-Lieu (Methodology)	(Standard 1-Acre Equivalent) Fee In-Lieu of Parkland	Parkland Credit	Environmental Assessment	Conveyance Mechanism	Utilities	Misc.
<b>Austin</b>	5 acres x (Y) persons per unit x # of residential units / 1000 = Acres of Land Required  Note: (Y) is density of the project: 0-6 dwelling units per acre; (Y) = 2.8; >6- 12 dwelling units per acre; (Y) = 2.2; 12+ dwelling units per acre; (Y) = 1.7	None required	up to 50% of acreage in the 100 year floodplain that is dedicated as parkland may be credited toward fulfilling the requirements of this article if the adjoining land within the 25 year floodplain, if any, is also dedicated as parkland. The land within the 25 year floodplain may not be credited toward fulfilling the requirements	None required	\$650.00 per unit	SF: 50 units x \$650 = \$32,500 MF: 50 units x \$650 = \$32,500	Up to 50% of the parkland fee can be met by providing improvements (e.g., parking areas, basketball courts, playscapes and trails.) <b>However there is a big catch</b> - A sign must be posted stating that ANYONE from the general public can use these improvements. Because of this...no one uses this portion of the code.	Yes; prior to dedication and no environmental hazards on property	By General Warranty Deed w/ acceptable evidence of clear title and taxes paid in full (Final Plat will indicate dedication to the public with a doc# of recorded deed)	Not required.	City of Austin gets the fee on 99% of the subdivisions.. Unless you are located next to an existing park that the City wants to expand, they want the fee. Any improvements the developer does are 99% funded by the developer as amenities to help sell the units.
<b>Buda</b>	<b>1 acre per 50 dwelling units</b>  Single Family developments less than ten (10) dwelling units in size shall not be required to dedicate parkland.  Multifamily developments less than five (5) dwelling units in size shall not be required to dedicate parkland	No private parkland or amenities required at this time. They can, however, be considered for credit toward parkland dedication & parkland development if certain criteria are met as stated in Section 8.6(4)e	when possible be adjacent to other community facilities in order to enhance the open space and recreational benefit; 200' of street frontage (200' x 200' for corner site); no more than 50% of the land can exceed 5% grade (this eliminates most floodplains with an exception for two particular creek corridors); minimum 100' or 300' dedication required along two particular creeks if present. We also have separate standards for greenbelts & trails. See Section 8.6(5)	Yes. \$40,000 in value of improvements per acre; type of improvements at city discretion	Fee is supposed to be based on fair market value of the parkland that would otherwise be required to be dedicated for the proposed Development. We do not update this annually, but tend to underestimate the fair market value. Section Section 8.6(4)f for specific methodology.	Parkland Dedication Fee 50 units x \$500 = \$25,000  Parkland Development Fee 50 units x \$800 = \$40,000	Can be considered on a case-by-case basis for improvements beyond the minimum value required (\$40,000/ac).	Not specifically stated, but subdivider is required to make full disclosure that, as described, is consistent with an environmental assessment with certification of no environmental hazards. See Section 8.6(e)	We just use the final plat as the dedication conveyance. Plat cannot be recorded unless title is clear and taxes are paid.	Minimum service connections of two (2) inch water line and six (6) inch gravity sewer line or two (2) inch pressurized sewer line and electricity line shall be provided and located along at least one property line of the dedicated land	We actually require dedication and construction of trails consistent with our trails master plan--believe we are the only city in region doing this.  Our parks director put together a budget for a typical 5-acre park finding that development of a 5-acre park is now \$200,000, broken down generally as follows: • \$130,000 Shaded playground • \$40,000 Pavilion • \$15,000 Paved Parking • \$10,000 Walking Trails • \$5,000 Various amenities  Based on the \$200,000 cost to develop a 5-acre park, the development fee should be based on \$40,000 per acre.
<b>Cedar Park</b>	<b>Minor subdivisions</b> - less than fifty (50) dwelling units. No land. Cash in-lieu. <b>Major subdivisions</b> - fifty (50) or more dwelling units. Eight (8) acres of parkland per 1,000 ultimate residents.  <b>(8.0 X (#of units) X (Persons/Unit) ) / 1000 = Acres to be dedicated.</b> <b>Persons/Unit = Gross Density 0 to 6 (Single-Family) = 3.0 persons/unit.</b> <b>Gross Density 6 to 20 (Multi-family) = 2.0 persons/unit.</b>	No amenities required and we do not give credit for such.	Minimum of 100' of frontage on a public ROW. No credit for any land in 100-yr floodplain unless P&Z and Parks Board recommend acceptance due to recreation value. If allowed, can only get up to 50% credit for floodplain. When less than five (5) acres are required, the City may refuse the land and require cash in-lieu of dedication.	None required.	I believe that the fee was developed around market value of land, but it has not been updated in 10 years. Fee in-lieu does not apply to replats, subdivisions of lots that previously complied with the Parkland Ordinance and SFR's with no more than 3 lots of not less than 1 acre each.	\$720 per DU for SFR. \$480 per DU for all other.	If a Park Plan/Proposal that includes a combination of land, improvements and/or cash is deemed acceptable by both Parks Board and P&Z, then it will satisfy the requirements.	None required. Following the Preliminary Plat, subdivider/developer shall not cause or allow any fill material or construction debris to be dumped on the land, excavate the soil, grade the site, remove or damage vegetation or otherwise physically disturb the site without written permission from the Director of Parks & Recreation.	Warranty Deed conveying fee simple title prior to acceptance of subdivision improvements. Cash in-lieu required prior to recordation of Final Plat.	Property boundary pins placed, six inch (6") sewer stub ten (10) feet behind the curb and a three-quarter inch (3/4") metered water supply twelve feet (12') behind the curb both in a location acceptable to Director of Public Works	We discussed a Park Development Fee in addition to dedication or cash in-lieu. It did not gain any traction.

	Public Parkland Dedication Calculation	Private Parkland/Amenities Required?	Public Parkland Requirements (Area)	Parkland Development Improvements (Required)	Fee In-Lieu (Methodology)	(Standard 1-Acre Equivalent) Fee In-Lieu of Parkland	Parkland Credit	Environmental Assessment	Conveyance Mechanism	Utilities	Misc.
<b>Georgetown</b>	<p><b>50 units = 1 Acre Parkland</b></p> <p>Residential developments with 4 or less units are exempt from parkland standards.</p> <p>Residential development with 50 or less units are required pay fee in-lieu of parkland.</p> <p>When 3 or less acres is required, the Council may require fee in-lieu of parkland.</p>	common recreation area required for multi family, but not in parkland dedication ordinance.	Minimum 3 acres; dimensions of 200' x 200' corner site at the intersection of 2 internal streets; 50% of the area should not exceed 20% grade; up to 50% of acreage in the 100 year floodplain (not 25-year floodplain)	None required.	Unknown	<p>SF &amp; MF Bldg w/ less than 4 units = \$250 per unit</p> <p>MF Bldg. w/ more than 4 units = \$200 per unit</p>	Unknown	Unknown	Warranty Deed conveying fee simple title free and clear of any mortgages or liens prior to final plat.	Shall be extended to parkland	
<b>Hutto</b>	<p>1000 sf per DU; If land in 100-year floodplain or greater than 15% slope 2,000 sf per DU</p> <p>Private aparks maintained by HOA's receive 25% credit for the land dedication, but not for amenity centers. (Applicable to a development with 5 or more residential units)</p> <p>Residential development with 50 or less units may be required pay fee in-lieu of parkland.</p>	Not required. Any credit given is based on acreage provided and not given at full credit.	Minimum 1 acre; Minimum 200 fee of frontage on a dedicated public street; Up to 50% of floodplain, but no land within the 25-year floodplain/floodway; unencumbered by easements which interfere with use of land for a park;	All Residential and Non-Residential Development is required to pay a parkland improvement fee at the time of final platting. Required Improvement Fees at \$500/DU (no matter if SF or MF); Non-residential Development Parkland Improvement Fee is \$800/acre. (Non-res does not pay in lieu of fees and is not required to give parkland.)	If land does not meet the community needs it is the City's right to refuse what land is being offered for parkland. Fair Market value is arbitrary by an appraiser, fees in lieu of land set.	<p>Parkland Dedication Fee SF: \$300 per unit MF: \$175 per unit</p> <p>Parkland Development Fee <b>Residential:</b> \$500 per unit <b>Non-residential:</b> \$800 per acre over of total development</p> <p>Parkland fee assessed at Final Plat.</p>	Up to 50% of privately owned and maintained parks may be credited towards satisfying the public parkland requirements.	Not required.	By General Warranty Deed w/ acceptable evidence of clear title and taxes paid in full (Final Plat will indicate dedication to the public with a doc# of recorded deed)	Utilities, including electricity, gas, water and wastewater shall be available at the park site; and demonstrate sufficient water and wastewater utility line capacity available to serve the park.	Call for more details at 512-759-4000. Hutto's UDC spells out the parkland requirements. The City's Fee Schedule lists the fees required.
<b>Jonestown</b>	1 acre per 100 DU or 5% of total project area		If 5 acres or less is required to be dedicated the city may opt for fee in-lieu; A minimum of 50' of access required from a public street; No more than 50% of the land requirement may exceed 5% slope; No more than 50% of the land requirement may be within the 100-year floodplain.		Parland dediction fee \$1,000 per DU		50% credit for floodplain	No	By warranty deed or by plad dedication. Land must be free and clear of mortgages or liens.	Developer must construct all streets along abutting park frontage and provide water and wstewater facilities to the boundary of the park.	

	Public Parkland Dedication Calculation	Private Parkland/Amenities Required?	Public Parkland Requirements (Area)	Parkland Development Improvements (Required)	Fee In-Lieu (Methodology)	(Standard 1-Acre Equivalent) Fee In-Lieu of Parkland	Parkland Credit	Environmental Assessment	Conveyance Mechanism	Utilities	Misc.
<b>Kyle</b>	<p><b>1 Acre per 75 DU (or LUEs)</b></p> <p>(Applicable to Commercial: Hike &amp; Bike Trails [corridors] per the comprehensive plan shall be dedicated by fee simple title or by easement)</p> <p>{As of 3/19/13} Have more parkland that could be developed rather than a need for parkland; only accepting cash payments of \$600/LUE for Park Land and \$600/LUE for Park Development = a total of \$1,200/LUE.</p>	No private parkland or amenities are required and are not credited toward meeting the public parkland requirement.	<p>Public Parkland shall be a minimum of 5 acres; access to an improved public street; 50 feet on each side of any well-defined creek or waterway;</p> <p>No credit for parkland (presumed unsuitable)</p> <ul style="list-style-type: none"> <li>- within 100-year flood plain;</li> <li>- topography w/ 25%+ slope;</li> <li>- Areas encumbered by overhead utility lines or easements of any type which might limit the opportunity for park &amp; recreational development;</li> <li>- Land encumbered by hazardous and/or municipal waste materials or dump sites.</li> </ul>	Yes. {Refer to Parkland Development Fee}	<p>Park Master Plan calls for 1 acre of developed park land for each 250 residents. The Census estimates 3.33 residents per house or LUE. = {1 acre of developed park land for 75 LUE's.} Land value of developable park land = \$45,000/acre. {\$600/LUE}</p> <p>Park Development Fee = playground equipment per acre = \$45,000 {\$600/LUE}</p>	<p>Parkland Dedication Fee \$600 per Dwelling Unit (LUE) (Parkland Fee not applicable to a development with 5 or less dwelling units.)</p> <p>Parkland Development Fee \$600 per Dwelling Unit (LUE)</p>	Not Specified	NO, not at this time	By Plat Dedication with a Fee Simple dedication (deed) with clear title. Easements for Hike & Bike Trails	<p>Water Meter - A two (2) inch meter located 12' behind back of curb</p> <p>Wastewater Meter - A six (6) gravity wastewater stub or 2-inch pressurized sewer line and electricity line located 10' behind back of curb.</p>	Per Parks Master Plan; development plan required to meet minimum design and construction standards; signed/sealed by Landscape Architect; Performance Bond or Irrevocable letter of credit required; developer & contractor required to execute a license agreement prior to construction; 2-Year Maintenance Bond Required
<b>Lago Vista</b>	1acre per 100 DU		None	No	Parkland dedication fee \$500 per DU	\$50,000 per acre	Up to 20% credit for floodplain				
<b>Leander (Currently)</b>	3.5 acres per 100 dwelling units. Equates to approximately 11 acres per 1,000 residents	Not required, but may be given towards meeting the intent of the ordinance.	50% credit for acreage within the floodplain or with steep slopes greater than 15 degrees. Credit for these areas is limited to 50% of the total acreage requirement. City master plan priorities take precedence over private parks. Parks should generally be centrally located within a development and 50% of the park perimeter should have street frontage. Dedicated parks should be 3 acres or more unless determined otherwise. No credit for water quality, drainage or detention/retention facilities.	Yes. Improvements must be constructed and they may be either public or private unless the area involves a city master plan priority need and master plan priorities must be met before ordinance requirements can be used for private parks and improvements. The cost of the improvements must equal or exceed \$350 per DU for SF and MF.	Land - \$825 per DU. Improvements - \$350 per DU.	\$23,570 per acre for SF and MF residential developments	Credit may be obtained by dedicating and improving public or private parkland. City master plan needs take precedence over private parkland dedication and improvements.	Not required.	By special warranty deed with evidence of clear title and all taxes paid. Field survey required.	Developer required to dedicate and construct streets along all abutting street frontage and provide water and wastewater utilities to the boundary of one side of the park.	In general, the city requires residential developments to provide neighborhood parks. The city provides community parks, specialty parks and trail corridors. The City Master Trail plan is incorporated into the City Transportation Plan and all development must dedicate land for identified trail corridors and construct the trail.
<b>Leander (Proposed)</b>	No change	No change	No change	Improvement value increased to \$400 per DU	Land value increased to \$1,050 per DU. Improvement value increased to \$400 per DU.	Increased to \$30,000 per acre.	No change	No change	No change	No change	No change
<b>Pflugerville</b>	50 units = 1 Acre Parkland (Applicable to a development with 5 or more residential units)	Private amenities required for multi-family; Aside from public parkland ordinance, single-family development is required to provide public or private open space.	Credit up to 50% of floodplain (not floodway); parkland must be located adjacent to existing public parkland or have dimensions of at least 200' x 200' along public R-O-W, (detention, drainage facilities, wet ponds typically not counted towards creditable public parkland)	None required.	Fee is supposed to be based on fair market value of the parkland that would otherwise be required to be dedicated for the proposed Development. (Do you conduct annual	SF: 50 units x \$750 = \$37,500 MF: 50 units x \$250 = \$12,500	The value of Parkland Improvements can be credited toward the parkland requirement. (e.g., parking areas, basketball courts, playscapes and trails.)	Yes; prior to dedication and no environmental hazards on property	By General Warranty Deed w/ acceptable evidence of clear title and taxes paid (Final Plat will indicate dedication to the public with a doc# of recorded deed)	Shall be extended to the Parkland	City is considering requiring parkland improvements in addition to the dedication of parkland. Any suggestions for methodology? (e.g., Impact Fee Study based on CIP in Parks Comp. Plan)

	Public Parkland Dedication Calculation	Private Parkland/Amenities Required?	Public Parkland Requirements (Area)	Parkland Development Improvements (Required)	Fee In-Lieu (Methodology)	(Standard 1-Acre Equivalent) Fee In-Lieu of Parkland	Parkland Credit	Environmental Assessment	Conveyance Mechanism	Utilities	Misc.
<b>Round Rock</b>	<p>Ranges depending on Zoning:            SF1 = 6% total acreage            SF2 = 8% total acreage            TF = 14% total acreage            TH = 16% total acreage            MF = 20% total acreage            SR = 10% total acreage</p>	None required	Min. 50% of land dedicated must be outside the 100 yr floodplain with configuration and topography to be developable, dual purpose stormwater & parkland shall not exceed 50%	None required.	Unknown	<p>Ranges depending on Zoning:            SF1 = \$1,200/acre            SF2 = \$1,600/acre            TF = \$2,800/acre            TH = \$3,200/acre            MF = \$4,000/acre            SR = \$2,000/acre</p>	Allow private amenities to be credited towards parkland requirements	Yes, prior to acceptance of property	By deed, either with the plat or by separate instrument	Shall be extended to parkland; Utility stubs only	
<b>San Marcos</b>	<p><b>5 acres per 1,000 people</b></p> <p>5 acres (multiplied by) # of units (multiplied by) residents per unit # (divided by) 1000 = Acres of Land Required</p> <p>SF = 2.7 residents per unit (RPU)            Townhouse, duplex, condo = 2.5 (RPU)            MF Unit = 2.1 residents per unit (RPU)</p> <p>Exempt: commercial, industrial or other non-residential lots</p>	Unknown	Minimum of 50% of area shall be acceptable for active recreation; No drainage ditches, detention ponds, encumbered land by power line easements, steep slopes unless Commission provides an exception; 100 Year Floodplain is acceptable provided it is unaltered by channelization or other man-made stormwater control facilities; Consistent with goals, objectives, & policies of Master Park Plan; parkland shall not be dedicated along major thoroughfare; minimum 150 feet of frontage on a local or collector street	City is responsible for any improvements to parkland after it is dedicated and conveyed by subdivider. Subdivider is not required to make any improvements.	A cash fee for purchase of offsite parkland may be paid in lieu of all or part of dedication of onsite parkland; set by resolution of City Council; shall be paid prior to recordation of final plat or before building permit is issued	\$342 per single-family dwelling unit; \$266 per multi-family dwelling unit	If subdivider elects to fund certain park improvements that would benefit the character and quality of the subdivision, they are entitled to a partial credit on the total amount of parkland required for dedication. The Directors of Development Services & Community Services determine the total dollar value of proposed improvement and advise P&Z regarding a suggested equivalent acreage reduction	No; not required by Code	Warranty deed conveying fee simple title prior to the acceptance of the subdivision improvements; and identified on the final plat.	It's not a requirement that developer extend utilities to parkland	Land dedication for public use and maintenance shall have a minimum 150 feet of frontage on a local or collector street

**ORDINANCE NO.**

**AN ORDINANCE OF THE CITY OF LEANDER, TEXAS AMENDING SECTIONS OF CHAPTER 10, THE SUBDIVISION ORDINANCE, TO MODIFY THE PARK LAND DEDICATION AND PARK IMPROVEMENT FEES, PROVIDING A SEVERABILITY CLAUSE, PROVIDING SAVINGS, EFFECTIVE DATE AND OPEN MEETINGS CLAUSES, AND PROVIDING FOR RELATED MATTERS.**

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

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

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

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

**Section 2. Amendment of Article IV, Section 61 (b) (3) (ii).** Article IV, Section 61 (b) (3) (ii) of Chapter 10, Exhibit A of the Code of Ordinances (the “Subdivision Ordinance”) is hereby amended in its entirety to read as follows:

- (ii) Such fee shall be in the amount of \$1,050 per dwelling unit.

**Section 3. Amendment of Article IV, Section 61 (c).** Article IV, Section 61 (c) the Subdivision Ordinance is hereby amended in its entirety to read as follows:

**(c) Park Improvements**

- (1) In addition to the required dedication of land or fees in-lieu of land dedication as set forth above, the developer shall also pay a park improvements fee to the City prior to approval of a Final Plat or Short Form Plat, or, in the case of multi-family development, prior to site development permit approval. Such park improvements fee shall be sufficient to provide for the development of amenities and improvements on the dedicated land to meet the standards for a neighborhood park to serve the area in which the subdivision is located. The park improvements fee shall be calculated on the basis of \$400 per dwelling unit.
- (2) In lieu of payment of the park improvements fee, the Appropriate Reviewing Authorities may approve a plan from the developer to construct park improvements. If the park or any portion of the park is within areas shown in the *City Parks, Recreation & Open Space Master Plan* as land to meet strategic needs for future parks and/or trails, the

developer may be required to construct trails or other park amenities in lieu of payment of the park improvements fee. This plan shall meet the following standards:

- (i) All plans and specifications for the construction of such amenities and improvements shall be reviewed and approved by the City, and the developer shall meet *City Park & Facility Equipment Standards*.
- (ii) Amenities and improvements shall include one (1) or more children's play areas, picnic areas, game court areas, turf play fields, swimming pools, recreational buildings, trails (sidewalks, walkways or bike trails), and landscaped sitting areas.
- (iii) The value of amenities and improvements shall be greater than or equal to \$400 per residential dwelling unit.
- (iv) All park areas and playground equipment shall be in accordance with the U.S. Consumer Products Safety Commission - Publication 325, as currently amended and in accordance with current provisions of the Americans with Disabilities Act.
- (v) These park improvements shall be completed to the satisfaction of the City Parks and Recreation Director prior to release of fiscal surety or, in the case of a multi-family development, prior to issuance of a certificate of completion or a certificate of occupancy for the project.
- (vi) These park improvements shall be designed, reviewed and permitted in conjunction with a Site Development Permit application and/or subdivision construction plans as deemed appropriate by the City Parks and Recreation Director.

**Section 4. Amendment of Article IV, Section 61 (e).** Article IV, Section 61 (e) of the Subdivision Ordinance is hereby amended in its entirety to read as follows:

(e) **Alternative Park Land Dedication and Park Improvements Plan:** The Appropriate Reviewing Authorities may approve a plan from the developer for an alternative park land dedication and park improvements plan meeting the following standards.

- (1) If all other standards of this section are met, the amount of park land to be dedicated may, if approved by the Appropriate Reviewing Authorities, be reduced, if the reduced value of the land dedication is compensated by an equal or larger increase in the value of park improvements. However, in no case shall the amount of park land dedicated, whether private or public, be less than seventy five percent (75%) of the amount required by this section. The calculation to convert park land value to additional park improvements shall be determined based on how much fee in-lieu would be required to compensate for the park land deficiency and by adding this dollar amount to the required dollar value of park improvements.

Example: If twenty acres is required to be dedicated as park land, and the applicant proposes 16.5 acres there would be a park land deficiency of 3.5 acres. 3.5 acres is equivalent to 100 residential units worth of park land dedication and the fee in lieu of park land dedication is equivalent to \$1,050 per unit. Therefore, the amount of park improvements could be increased by \$105,000 (100 units times \$1,050).

- (2) If all other standards of this section are met, the amount of park improvements may, if approved by the Appropriate Reviewing Authorities, be reduced, if the reduced value of such improvements is compensated by an equal or greater increase in the value of park land to be dedicated. The calculation to convert park improvements value to additional park land shall be determined based on reducing the required park improvements dollar value by not more than the fee in-lieu dollar value of the additional park land to be dedicated.

Example: If \$500,000 worth of park improvements is required, and the applicant proposes \$395,000 worth of improvements, this would amount to a \$105,000 deficiency in park land improvements. Dividing this number by the fee in lieu value of park land required per unit (\$1,050) yields 100 units ( $\$105,000/\$1,050 = 100$ ). The park land requirement for 100 units is 3.5 acres. Therefore, and additional 3.5 acres of land could be dedicated in lieu of \$105,000 of improvements.

**Section 5. Amendment of Article IV, Section 61 (i).** Article IV, Section 61 (i) of the Subdivision Ordinance is hereby amended in its entirety to read as follows:

- (i) **Fiscal Surety:** Except for multi-family development, prior to Final Plat or Short Form Plat approval, the developer shall provide fiscal surety for the completion of all park improvements that complies with this subsection and Sec. 28 of this Ordinance (to the extent Sec. 28 does not conflict with this subsection), and the fiscal surety shall be in a form acceptable to the Director of Parks and Recreation and the City Attorney. Unless otherwise approved, such fiscal shall be in the form of a letter of credit from a major lending institution, or cash held in escrow. Such fiscal surety shall be held by the City until either the City has accepted all public park improvements and title to the public park land, or the City has approved on final inspection all private park improvements. Such fiscal surety shall be in a form that shall not expire unless specifically released by the City.

**PARK LAND DEDICATION AND PARK IMPROVEMENTS OPTION SUMMARY**  
**(The Appropriate Reviewing Authorities shall determine which option is acceptable.)**

**OPTION ONE**

**Land Dedication:** (3.50 acres per 100 dwelling units) + **Park Improvements Fee** (\$400 per dwelling unit)

**OPTION TWO**

**Land Dedication:** (3.50 acres per 100 dwelling unit) + **Park Improvements** (A minimum of \$400 per dwelling unit must be spent on park improvements that meet City specifications)

**OPTION THREE**

**Fee-in-Lieu of Land Dedication:** (\$1,050 per dwelling unit) + **Park Improvements Fee** (\$400 per dwelling unit)

**OPTION FOUR**

**Privately Owned & Maintained Parks:** Private park land and park improvements meeting the standards of this Section.

**OPTION FIVE**

**Alternative Park Land Dedication and Park Improvements Plan:** A customized plan that may include combinations of all other options.

**Section 6. 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 7. Savings Clause.** All rights and remedies of the City of Leander are expressly saved as to any and all violations of the provisions of any ordinances affecting 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 8. 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 9. 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 10. 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 19<sup>th</sup> day of February, 2015.

**THE CITY OF LEANDER, TEXAS**

**ATTEST:**

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Christopher Fielder, Mayor

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Debbie Haile, City Secretary



**Executive Summary**

**02/19/2015**

**Council Agenda Subject:** A resolution agreement to provide matching funds as required by the Criminal Justice Division (CJD) of the Governor’s Office grant for the continued funding of the Victim Services Coordinator position.

**Background: Victim Services Coordinator (Volunteer Victim Services Team)**

Crime victims within the City of Leander need direct services to help provide for their physical, psychological, and emotional needs during their time of crisis. The Leander Police Department hired its first Victim Services Coordinator on January 30, 2015 with funding assistance from a Criminal Justice Division (CJD) of the Governor’s Office grant that was awarded to the City of Leander in 2014.

The police department is once again seeking this grant for the 2015-2016 fiscal year to assist with the continued funding of the Victim Services Coordinator position and to purchase equipment and supplies for the Leander Police Victim Services Program. As the administrator of the Victim Services Program, the Victim Services Coordinator will provide a broad spectrum of crisis services to victims of crime. These services will include but are not limited to: accompaniment, crises counseling, follow-up visits and referrals, safety planning, education, protective order assistance, and transportation to crime victims in the City of Leander.

Funding for this project will support a paid, full-time Victim Services Coordinator that will provide direct services to crime victims, work regionally with other crime victim advocate groups/agencies, and coordinate victim services volunteers. Funding for this project will also be used to purchase specialized victim services software and 1<sup>st</sup> year support subscription, custom printed brochures, posters, and banners for the program, uniforms, and travel and training for the Victim Services Coordinator.

If approved, the Leander Police Department will be able to submit a completed application for a matching funds grant to the Criminal Justice Division (CJD) of the

Governor's Office. If the grant is approved, the Leander Police Department will seek final approval from the city manager. The resolution also designates Mr. Kent Cagle, City Manager, as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

If we are unable to secure grant funding, the police department will submit this position for consideration during the next applicable budgetary process.

**Origination:** Greg Minton, Chief of Police

**Financial Consideration:** **20% City Match : \$16,468.51** If approved, this General Victim Assistance Grant will help fund the Victim Services Coordinator project for one year. The Leander Police Department will be able to reapply for this grant each subsequent year after initial approval. The grant requires the city of Leander to provide matching funds up to 20% and the grant itself will fund 80% of total cost of the project. If the grant is not approved the city will need to decide whether to continue funding the full cost of the Victim Services Coordinator position or discontinue the program.

Requested funds:

<u>Item</u>	(80%) <u>CJD Amount</u>	(20%) <u>City Match</u>	(100%) <u>Total Cost</u>
1. Victim Services Coordinator position	\$60,058.81	\$15,014.71	\$75,073.52
2. Specialized software for Victim Services and 1 <sup>st</sup> support subscription	\$1,440.00	\$360.00	\$1800.00
3. Travel and training for Victim Service Coordinator	\$2,455.20	\$613.80	\$3069.00
4. Custom printed brochures, banners, and posters	\$960.00	\$240.00	\$1,200.00
5. Uniforms for Victim Services Coordinator and Volunteers	\$960.00	\$240.00	\$1,200.00
	<b>Totals:</b> \$65,874.01	<b>\$16,468.51</b>	\$82,342.52

**Recommendation:** Staff recommends the acceptance and approval of the resolution.

**Attachments:** Copy of proposed resolution; Copy of the General Victim Assistance - Direct Services Program Solicitation

**Prepared by:** Lt. Billy Fletcher, Criminal Investigations Division

**WHEREAS**, The Leander City Council finds it in the best interest of the citizens of Leander that the Leander Police Department Victim Services Program be operated for the 2015-2016 fiscal year; and

**WHEREAS**, the Leander City Council agrees to provide applicable matching funds for the said project as required by the Criminal Justice Division (CJD) of the Governor's Office grant application; and

**WHEREAS**, the Leander City Council agrees that in the event of loss or misuse of the Criminal Justice Division funds, the City of Leander assures that the funds will be returned to the Criminal Justice Division in full.

**WHEREAS**, the Leander City Council designates Mr. Kent Cagle, City Manager, as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

**NOW THEREFORE, BE IT RESOLVED** that the Leander City Council approves submission of the grant application for the Leander Police Department Victim Services Program to the Office of the Governor, Criminal Justice Division.

Signed by: \_\_\_\_\_

Approved this \_\_\_\_\_ (Day) of \_\_\_\_\_ (Month), \_\_\_\_\_ (Year)

**Grant Number: 2759502**

## General Victim Assistance – Direct Services Program Request for Applications

The Criminal Justice Division (CJD) of the Governor's Office is soliciting applications for projects that provide services to victims of crime under the state fiscal year 2016 grant cycle.

**Purpose:** The purpose of this program is to provide services and assistance directly to victims of crime to speed their recovery and aid them through the criminal justice process. Services may include the following:

- 1) responding to the emotional and physical needs of crime victims;
- 2) assisting victims in stabilizing their lives after a victimization;
- 3) assisting victims to understand and participate in the criminal justice system; and
- 4) providing victims with safety and security.

**Available Funding:** Federal funding is authorized for these projects under the Victims of Crime Act of 1984 (VOCA) as amended, 42 U.S.C. 10601, and under the Violence Against Women Act of 2013 Pub. L. No. 113-4 (VAWA 2013). Congress has not finalized federal appropriations for federal fiscal year 2015. All awards are subject to the availability of appropriated federal funds and any modifications or additional requirements that may be imposed by law.

**Funding Levels:**

Minimum : \$5,000

Maximum: None

**Required Match:** Grantees, other than Native American Tribes, may be required to provide matching funds of at least twenty percent (20%) of total project expenditures. Native American Tribes may be required to provide a five percent (5%) match. This requirement may be met through either cash or in-kind contributions or a combination of both. Please note: projects that are awarded with match above the required amount will be held to the higher amount.

**Standards:** Grantees must comply with the standards applicable to this funding source cited in the *Texas Administrative Code* (1 TAC Chapter 3), and all statutes, requirements, and guidelines applicable to this funding.

**Prohibitions:** Grant funds may not be used to support the following services, activities, and costs:

- 1) inherently religious activities such as prayer, worship, religious instruction, or proselytization;
- 2) lobbying and administrative advocacy;
- 3) perpetrator rehabilitation and counseling or services to incarcerated individuals;
- 4) needs assessments, surveys, evaluations, and studies;
- 5) prosecution activities;
- 6) reimbursement to crime victims for expenses incurred as a result of the crime, such as insurance deductibles, replacement of stolen property, funeral expenses, lost wages, and medical bills;
- 7) most medical costs. Grantees may not use grant funds for nursing-home care (except for short-term emergency), home health-care costs, in-patient treatment costs, hospital care, or other types of emergency or non-emergency medical or dental treatment.
- 8) relocation expenses, for crime victims such as moving expenses, security deposits on housing, rent, and mortgage payments;
- 9) administrative staff expenses. Grantees may not use grant funds to pay salaries, fees and reimbursable expenses associated with administrators, board members, executive directors, consultants, coordinators, and other individuals unless the grantee incurs the expense while providing direct services to crime victims;
- 10) costs of sending individual crime victims to conferences;
- 11) activities exclusively related to crime prevention or community awareness;
- 12) non-emergency legal representation such as for divorces, court ordered mediation or civil restitution recovery efforts;
- 13) victim-offender meetings that serve to replace criminal justice proceedings;
- 14) management and administrative training for executive directors, board members, and other individuals that do not provide direct services;
- 15) training to persons or groups outside the applicant agency;
- 16) indirect organization costs, such as liability insurance on buildings, capital improvements, security guards and body guards, property losses and expenses, real estate purchases, mortgage payments, renovations and construction of any kind.

## General Victim Assistance – Direct Services Program Request for Applications

- 17) any activities or related costs for diligent search;
- 18) job skills training;
- 19) in-patient alcohol and drug abuse treatment;
- 20) fundraising activities;
- 21) property loss; any portion of the salary of, or any other compensation for, an elected or appointed government official;
- 22) purchase or leasing of vehicles;
- 23) purchase of equipment for governmental agencies that are for general agency use;
- 24) admission fees or tickets to any amusement park, recreational activity, or sporting event;
- 25) promotional gifts, cash payments, gift cards or fuel vouchers;
- 26) non-emergency food, meals, beverages, or other refreshments;
- 27) membership dues or professional fees for individuals;
- 28) development of protocols, interagency agreements and other working agreements;
- 29) generated program income;
- 30) employee allowances covering routine expenses (i.e. cell phone allowances or vehicle allowances);
- 31) purchasing prepaid credit/debit or store cards for either agency or victim use; and
- 32) salaries for licensed peace officers funded at greater than 90% of overall salary; and
- 33) any expense or service that is readily available at no cost to the grant project or that is provided by federal, state, or local funds (i.e. supplanting); and
- 34) any other prohibitions imposed by federal, state, or local law.

### **Eligible Applicants:**

- 1) State agencies;
- 2) Units of local government;
- 3) Hospital districts;
- 4) Nonprofit corporations with an active charter number from the Texas Secretary of State;
- 5) Native American tribes;
- 6) Universities;
- 7) Colleges;
- 8) Community supervision and corrections departments;
- 9) Councils of governments that offer direct services to victims of crime;
- 10) Hospital and emergency medical facilities that offer crisis counseling, support groups, and/or other types of victims services; and
- 11) Faith-based organizations that provide direct services to victims of crime. Faith-based organizations must be tax-exempt nonprofit entities as certified by the Internal Revenue Service.

**Note:** Agencies applying for funds to support a CASA or Children's Advocacy Center program must apply through either Texas CASA, Inc. or Children's Advocacy Centers of Texas.

### **Eligible Activities:**

- 1) Crisis Services;
- 2) Forensic Interviews;
- 3) Legal Advocacy;
- 4) Multi-Disciplinary Teams and Case Coordination;
- 5) Peer Support Groups;
- 6) Professional Therapy and Counseling;
- 7) Protective Order Assistance;
- 8) Public Presentations (designed to help identify victims);
- 9) Shelter; and
- 10) Victim-Offender Meetings

### **Eligibility Requirements:**

- 1) In order for an applicant to be eligible, the county (or counties) in which the applicant is located must have a 90% average on both adult and juvenile criminal history dispositions to the Texas Department of Public Safety for calendar years 2009 through 2013. This requirement must be met by August 1, 2015.

## General Victim Assistance – Direct Services Program Request for Applications

- 2) Eligible applicants must have a DUNS (Data Universal Numbering System) number assigned to its agency, to request a DUNS number, go to <http://fedgov.dnb.com/webform/displayHomePage.do>.
- 3) Eligible applicants must be registered in the federal system for award and management (SAM) database located at <http://www.sam.gov> and maintain an active registration throughout the grant period.
- 4) Applicants must explain how their organization is culturally competent when providing services to victims. Here are some guidelines to follow: Victim service providers must have the ability to blend cultural knowledge and sensitivity with victim restoration skills for a more effective and culturally appropriate recovery process. Cultural competency occurs when: a) cultural knowledge, awareness and sensitivity are integrated into action and policy; b) the service is relevant to the needs of the community and provided by trained staff, board members, and management; and c) an advocate or organization recognizes each client is different with different needs, feelings, ideas and barriers.
- 5) Applicants must certify that they will comply with the following requirements:
  - a) Services to Victims of Crime - Applicant agrees to provide services to victims of crime which include: responding to the emotional and physical needs of crime victims; assisting victims in stabilizing their lives after victimization; assisting victims to understand and participate in the criminal justice system; and providing victims with safety and security.
  - b) Effective Services - Applicant must demonstrate a record of providing effective services to crime victims. If the applicant cannot yet demonstrate a record of providing effective services, the applicant must demonstrate that at least 25 percent of its financial support comes from non-federal sources.
  - c) Volunteers - Applicant agrees to use volunteers to support either the project or agency-wide services, unless CJD determines that a compelling reason exists to waive this requirement.
  - d) Community Efforts - Applicant agrees to promote community efforts to aid crime victims. Applicants should promote, within the community, coordinated public and private efforts to aid crime victims. Coordination efforts qualify an organization to receive these funds, but are not activities that can be supported with these funds.
  - e) Crime Victims' Compensation - Applicant agrees to assist crime victims in applying for crime victims' compensation benefits.
  - f) Records - Applicant agrees to maintain daily time and attendance records specifying the time devoted to allowable victim services.
  - g) Civil Rights Information - Applicant agrees to maintain statutorily required civil rights statistics on victims served by race, national origin, sex, age, and disability of victims served, within the timeframe established by CJD. This requirement is waived when providing services, such as telephone counseling, where soliciting the information may be inappropriate or offensive to the crime victim.
  - h) Victims of Federal Crime - Applicant agrees to provide equal services to victims of federal crime. (Note: A victim of a federal crime is a victim of an offense that violates a federal criminal statute or regulation. Federal crimes also include crimes that occur in an area where the federal government has jurisdiction, such as Indian reservations, some national parks, some federal buildings, and military installations.)
  - i) No Charge - Applicant agrees to provide grant-funded services at no charge to victims of crime.
  - j) Confidentiality - Applicant agrees to maintain the confidentiality of client-counselor information and research data, as required by state and federal law.
  - k) Discrimination - Applicant agrees not to discriminate against victims because they disagree with the State's prosecution of the criminal case.
  - l) Forensic Medical Examination Payments – Health care facilities shall conduct a forensic medical examination of a victim of an alleged sexual assault if the victim arrived at the facility within 96 hours after the assault occurred and the victim consents to the examination. The victim is not required to participate in the investigation or prosecution of an offense as a condition of receiving a forensic medical examination, nor pay for the forensic examination or the evidence collection kit. The evidence collection portion of the exam is to be paid by law enforcement per state law. Crime Victim Compensation funds may be used to pay for the medical portion of the exam unless the victim of sexual assault is required to seek reimbursement for the examination from their insurance carrier. If a health care facility does not provide diagnosis or treatment services for sexual assault victims, the facility is required to refer the victim to a facility that provides those services.
  - m) Protective Orders – Victims applying for a protective order or their attorney may not bear the costs associated with the filing of an order of protections.
  - n) Nondisclosure of Confidential or Private Information – Personally identifying information or individual information collected in connection with services requested, utilized, or denied may not be disclosed; or,

## General Victim Assistance – Direct Services Program Request for Applications

individual client information may not be revealed without informed, written, reasonably time-limited consent of the person about whom information is sought. If release of information is compelled by statutory or court mandate, reasonable attempts to provide notice to victims affected by the disclosure of information will be made and steps necessary will be taken to protect the privacy and safety of the persons affected by the release of information.

- 6) Applicants must meet one of the following statewide priorities:
  - a) Provide direct services to victims of child abuse and neglect.
  - b) Provide direct services to victims of family violence.
  - c) Provide direct services to victims of sexual assault.
  - d) Provide direct services to victims of human trafficking; or
  - e) Provide direct services to victims of other types of violent crime.

**Project Period:** Grant-funded projects must begin on or after September 1, 2015, and expire on or before August 31, 2016.

**Application Process:** Applicants must access CJD's eGrants website at <https://eGrants.governor.state.tx.us> to register and apply for funding.

**Preferences:** Preference will be given to applicants that provide core services to victims and that promote comprehensive victim restoration while incorporating an emphasis on cultural competency in underserved populations. Applicants are also strongly encouraged to streamline administrative and reporting processes by consolidating grant requests whenever possible in lieu of submitting multiple applications.

**Closing Date for Receipt of Applications:** All applications must be certified via CJD's grant management website on or before February 27, 2015.

### **Selection Process:**

- 1) For eligible local and regional projects:
  - a) Applications will be forwarded by CJD to the appropriate regional council of governments (COG).
  - b) The COG's criminal justice advisory committee will prioritize all eligible applications based on State priorities, identified community priorities, cost and program effectiveness.
  - c) CJD will accept priority listings that are approved by the COG's executive committee.
  - d) CJD will make all final funding decisions based upon eligibility, approved COG priorities, reasonableness of the project, availability of funding, and cost-effectiveness.
- 2) For state discretionary projects, applications will be reviewed by CJD staff members or a review group selected by the executive director. CJD will make all final funding decisions based on eligibility, reasonableness, availability of funding, and cost-effectiveness.

**Contact Information:** If additional information is needed, contact the eGrants help desk at [eGrants@governor.state.tx.us](mailto:eGrants@governor.state.tx.us) or (512) 463-1919.



**Executive Summary**

**February 19, 2015**

**Agenda Subject:** An Ordinance of the City of Leander, Texas annexing 35.48 acres of land, more or less, into the corporate limits of the City, including the abutting roadways and rights-of-way, at the request of the property owner; approving a service plan for the annexed area; making findings of fact; providing a severability clause; and providing an effective date.

**Background:** The City Council approved the resolution accepting the petition for voluntary annexation for the subject tracts at its December 4, 2014 meeting. The properties include three tracts of land totaling approximately 35.48 acres along Ronald W. Reagan Blvd. south of Highway 29 at the intersection of Kaufman Loop and part of the Wedemeyer Ranch. The two public hearings were conducted January 15, 2015 and January 29, 2015. The second and final reading is scheduled for March 5, 2015.

This is a voluntary annexation consistent with the development agreement for the Wedemeyer Ranch property.

**Origination:** Applicants

**Recommendation:** Staff recommends conducting the second public hearing.

**Attachments:**

1. Annexation Ordinance
2. Location map

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

2/11/2015

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF LEANDER, TEXAS ANNEXING 35.48 ACRES OF LAND, MORE OR LESS, INTO THE CORPORATE LIMITS OF THE CITY, INCLUDING THE ABUTTING ROADWAYS AND RIGHTS-OF-WAY, AT THE REQUEST OF THE PROPERTY OWNER; APPROVING A SERVICE PLAN FOR THE ANNEXED AREA; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Leander, Texas, is a home rule municipality authorized by State law to annex territory lying adjacent and contiguous to the City;

**WHEREAS**, the owner(s) of the property, as hereinafter described, made written request for the City to annex such property in compliance with the *Tex. Loc. Gov't. Code*;

**WHEREAS**, the property is adjacent and contiguous to the present city limits;

**WHEREAS**, the City Council heard and has decided to grant the owner's request that the City annex said property;

**WHEREAS**, two separate public hearings were conducted prior to consideration of this Ordinance in accordance with §43.063 of the *Tex. Loc. Gov't. Code*;

**WHEREAS**, the hearings were conducted and held not more than forty (40) nor less than twenty (20) days prior to the institution of annexation proceedings;

**WHEREAS**, notice of the public hearings was published not more than twenty (20) nor less than ten (10) days prior to the public hearings;

**WHEREAS**, the City intends to provide services to the property to be annexed according to the Service Plan attached hereto as Exhibit "B".

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

**SECTION 1.** That all of the above premises and findings of fact are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

**SECTION 2.** All portions of the following three tracts of land, being a total of 35.48 acres, more or less, including the abutting roadways and rights-of-way (hereinafter referred to as the "Annexed Property"), not previously annexed into the City, are hereby annexed into the corporate limits of the City of Leander:

- Tract 1. All portions of that certain tract or parcel of land being 21.690 acres, more or less, out of the and part of the Greenlief Fisk Survey, Abstract No. 5, located in Williamson County, Texas, recorded in Volume 343, Page 553 of the Deed Records of Williamson County, Texas and being more particularly described and shown in Exhibit "A" attached hereto and

incorporated herein for all purposes.

Tract 2. All portions of that certain tract or parcel of land being 12.580 acres, more or less, out of the and part of the Greenlief Fisk Survey, Abstract No. 5, located in Williamson County, Texas, recorded in Volume 343, Page 553 of the Deed Records of Williamson County, Texas and being more particularly described and shown in Exhibit "A" attached hereto and incorporated herein for all purposes.

Tract 3. All portions of that certain tract or parcel of land being 1.210 acres, more or less, out of the and part of the Greenlief Fisk Survey, Abstract No. 5, located in Williamson County, Texas, and being more particularly described and shown in Exhibit "A" attached hereto and incorporated herein for all purposes.

**SECTION 3.** That the Service Plan submitted herewith is hereby approved as part of this Ordinance, made a part hereof and attached hereto as Exhibit "B".

**SECTION 4.** That the future owners and inhabitants of the Annexed Property shall be entitled to all of the rights and privileges of the City as set forth in the Service Plan attached hereto as Exhibit "B", and are further bound by all acts, ordinances, and all other legal action now in full force and effect and all those which may be hereafter adopted, 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").

**SECTION 5.** That the official map and boundaries of the City, heretofore adopted and amended be and hereby are amended so as to include the Annexed Property as part of the City of Leander.

**SECTION 6.** That the Annexed Property shall be temporarily zoned District "SFR-1-B" as provided in the City Zoning Ordinance, as amended, until permanent zoning is established therefore.

**SECTION 7.** That if any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

**SECTION 8.** That this Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the *Tex. Loc. Gov't. Code*.

**SECTION 9.** That it is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't. Code*.

**PASSED AND APPROVED** on First Reading this \_\_\_\_ day of \_\_\_\_\_, 2015.

**FINALLY PASSED AND APPROVED** on this \_\_\_\_ day of \_\_\_\_\_, 2015.

**ATTEST:**

**CITY OF LEANDER, TEXAS**

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

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

**Exhibit "A"**

Property Descriptions: +/- 35.48 acres (comprised of 3 tracts of land)

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,

21.690 ACRES  
GREENLIEF FISK SURVEY, ABS. NO. 5  
WILLIAMSON COUNTY, TX.  
ANNEX TRACT 1

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:

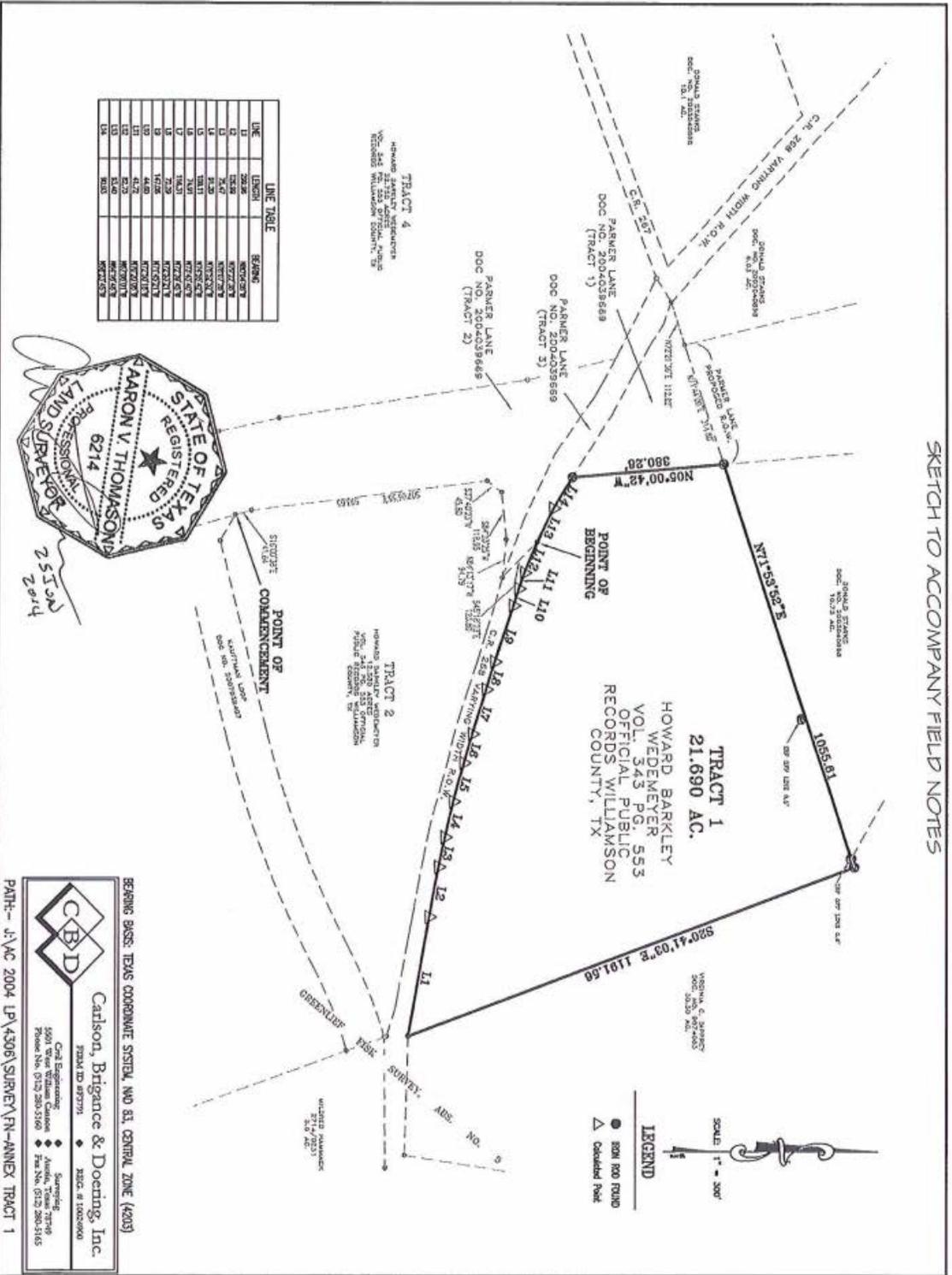
  
25 Jun 2014

AARON V. THOMASON, R.P.L.S. NO. 6214  
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BEARING BASIS: TEXAS COORDINATE SYSTEM, NAD 83, CENTRAL ZONE (4203)

SKETCH TO ACCOMPANY FIELD NOTES



BEARING BASE: TEXAS COORDINATE SYSTEM, NAD 83, CENTRAL ZONE (4203)

**Carlson, Brigance & Doering, Inc.**  
 PIANO ID: 0979711    REG. # 1826000

Civil Engineering    Surveying  
 5501 Olive Willow Canyon    Austin, Texas 78749  
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PATH: - J:\VC 2004 LP\4306\SURVEY\RN-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),

12.580 ACRES  
GREENLIEF FISK SURVEY, ABS. NO. 5  
WILLIAMSON COUNTY, TX.  
ANNEX TRACT 2

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 JUNE 2014

AARON V. THOMASON, R.P.L.S. NO. 6214  
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aaron@cbdeng.com



BEARING BASIS: TEXAS COORDINATE SYSTEM, NAD 83, CENTRAL ZONE (4203)



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

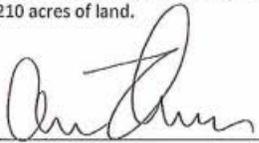
**THENCE**, with the common boundary line of said County Road 268, and said 21.690 acre tract, the following twelve (12) courses and distances, numbered 1 through 12,

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,

1.210 ACRES  
GREENLIEF FISK SURVEY, ABS. NO. 5  
WILLIAMSON COUNTY, TEXAS  
ANNEX TRACT 6

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  
AARON V. THOMASON, R.P.L.S. NO. 6214  
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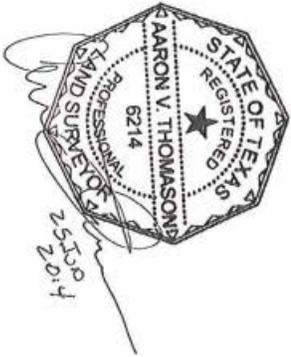


BEARING BASIS: TEXAS COORDINATE SYSTEM, NAD 83, CENTRAL ZONE (4203)



SKETCH TO ACCOMPANY FIELD NOTES

LINE	LENGTH	BEARING
L1	77.46'	N73°07'16"W
L2	40.06'	N79°41'27"W
L3	55.36'	N78°33'54"W
L4	59.40'	N79°54'22"W
L5	88.81'	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'	N72°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	58.62'	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'	N46°14'24"W
L20	82.23'	S87°06'01"E
L21	41.72'	S70°20'08"E
L22	44.80'	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°05'42"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'	S80°30'39"E
L33	5.93'	S19°43'48"E
L34	94.79'	N86°13'17"W





**Carlson, Brigrance & Doering, Inc.**

PROJ# 10-87971      RUC# 8-1002000

Civil Engineering      5901 West William Cannon  
 Phone No. (512) 280-5140      Austin, Texas 78749

Surveying      5901 West William Cannon  
 Phone No. (512) 280-5140      Austin, Texas 78749

PATH: - J:\AC 2004 LP\4306\survey\FN-ANNEX TRACT 6

**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” or “the Developer”), 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 within 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 to the GC-3-C zoning district upon request of the landowner or staff; provided that the subject property shall be entitled to developed with the uses and the development standards set forth in the GC-3-C zoning district. Development of the property shall comply with the uses and development standards for the GC-3-C zoning district as set forth in the City's zoning regulations. 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 to the GC-3-C zoning district.

(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 property's 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 property as required in City ordinances, except as otherwise provided in the MOA. Upon acceptance of the water lines within

the subject property 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) Wastewater service will be provided to the subject property 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 (except as modified by the Consent Agreement).

(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.

(iii) The property owner may request interim wastewater service from the City pending completion of the wastewater facilities to be constructed under the Consent Agreement (the "Permanent Facilities"). In the event of a request for interim wastewater service under this subsection, wastewater service will be provided to the subject property, or applicable portions thereof, by the City in accordance with the applicable ordinances, rules and regulations for the provision of wastewater service; and subject to the terms of any wholesale wastewater service agreements or similar agreements (the "Interlocal Agreements") that may apply to the subject property. Such request shall be subject to all the ordinances, regulations, Interlocal Agreements, and policies of the City in effect from time to time for the extension of wastewater service. The subject property's owner shall construct the internal wastewater lines and any required on-site facilities and pay the costs of line extensions and construction of facilities necessary to extend interim wastewater service to the subject property. The property owner will design and construct the internal facilities, and to the extent possible, the off-site facilities so that such facilities can be connected to the Permanent Facilities after completion. Upon acceptance of the wastewater lines and facilities within the subject property 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, Interlocal 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. The ordinances in effect at the time a request for service is submitted shall govern the costs and request for service.

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;

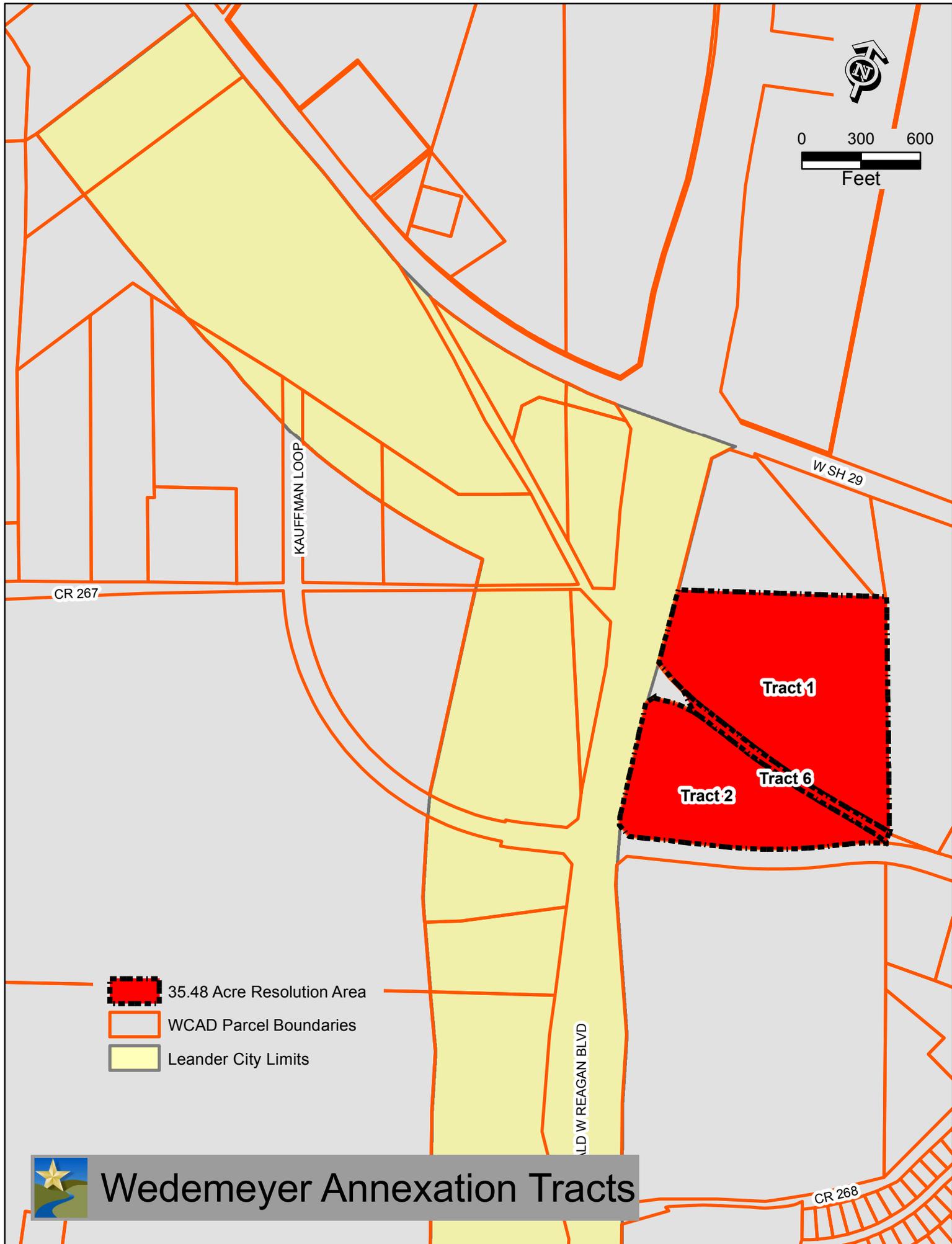
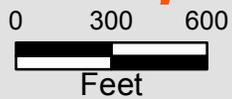
(iii) The outer boundaries of the subject property abut existing roadways. The property owner agrees that no improvements are required on such roadways to service the property.

(3) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the effective date of the annexation: The capital improvements planned to serve the subject property are set forth in the Consent Agreement and the MOA. 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.

(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.



-  35.48 Acre Resolution Area
-  WCAD Parcel Boundaries
-  Leander City Limits



# Wedemeyer Annexation Tracts

CR 268



**Executive Summary**

**February 19, 2015**

**Agenda Subject:** An ordinance of the City of Leander, Texas annexing 261.17 acres of land, more or less, into the corporate limits of the City, including the abutting roadways and rights-of-way, at the request of the property owner; approving a service plan for the annexed area; making findings of fact; providing a severability clause; and providing an effective date.

**Background:** The Council approved the resolution accepting the petition for voluntary annexation for the subject tracts of land at its November 20, 2014 meeting. The properties include the four tracts of land totaling approximately 261.17 acres north of San Gabriel Blvd and east of Bagdad Road. The two public hearings were conducted on January 15, 2015 and January 29, 2015. The second and final reading is scheduled for March 5, 2015.

This is a voluntary annexation.

**Origination:** Applicants

**Recommendation:** Staff recommends conducting the second public hearing

**Attachments:**

1. Annexation Ordinance
2. Location map
3. Property owner request for annexation

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

2/11/2015

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF LEANDER, TEXAS ANNEXING 261.17 ACRES OF LAND, MORE OR LESS, INTO THE CORPORATE LIMITS OF THE CITY, INCLUDING THE ABUTTING ROADWAYS AND RIGHTS-OF-WAY, AT THE REQUEST OF THE PROPERTY OWNER; APPROVING A SERVICE PLAN FOR THE ANNEXED AREA; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Leander, Texas, is a home rule municipality authorized by State law to annex territory lying adjacent and contiguous to the City;

**WHEREAS**, the owner(s) of the property, as hereinafter described, made written request for the City to annex such property in compliance with the *Tex. Loc. Gov't. Code*;

**WHEREAS**, the property is adjacent and contiguous to the present city limits;

**WHEREAS**, the City Council heard and has decided to grant the owner's request that the City annex said property;

**WHEREAS**, two separate public hearings were conducted prior to consideration of this Ordinance in accordance with §43.063 of the *Tex. Loc. Gov't. Code*;

**WHEREAS**, the hearings were conducted and held not more than forty (40) nor less than twenty (20) days prior to the institution of annexation proceedings;

**WHEREAS**, notice of the public hearings was published not more than twenty (20) nor less than ten (10) days prior to the public hearings;

**WHEREAS**, the City intends to provide services to the property to be annexed according to the Service Plan attached hereto as Exhibit "B".

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

**SECTION 1.** That all of the above premises and findings of fact are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

**SECTION 2.** All portions of the following four tracts of land, being a total of 261.17 acres, more or less, including the abutting roadways and rights-of-way (hereinafter referred to as the "Annexed Property"), not previously annexed into the City, are hereby annexed into the corporate limits of the City of Leander:

Tract 1. All portions of that certain tract or parcel of land being 63.729 acres, more or less, out of the and part of the Charles Cochran Survey, Abstract No. 134, located in Williamson County, Texas, and being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes.

Tract 2. All portions of that certain tract or parcel of land being 63.619 acres, more or less, out of the and part of the Charles Cochran Survey, Abstract No. 134, located in Williamson County, Texas, and being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes.

Tract 3. All portions of that certain tract or parcel of land being 127.269 acres, more or less, out of the and part of the Charles Cochran Survey, Abstract No. 134, located in Williamson County, Texas, and being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes.

Tract 4. All portions of that certain tract or parcel of land being 6.553 acres, more or less, out of the and part of the Charles Cochran Survey, Abstract No. 134, located in Williamson County, Texas, and being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes.

**SECTION 3.** That the Service Plan submitted herewith is hereby approved as part of this Ordinance, made a part hereof and attached hereto as Exhibit "B".

**SECTION 4.** That the future owners and inhabitants of the Annexed Property shall be entitled to all of the rights and privileges of the City as set forth in the Service Plan attached hereto as Exhibit "B", and are further bound by all acts, ordinances, and all other legal action now in full force and effect and all those which may be hereafter adopted.

**SECTION 5.** That the official map and boundaries of the City, heretofore adopted and amended be and hereby are amended so as to include the Annexed Property as part of the City of Leander.

**SECTION 6.** That the Annexed Property shall be temporarily zoned District "SFR-1-B" as provided in the City Zoning Ordinance, as amended, until permanent zoning is established therefore.

**SECTION 7.** That if any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

**SECTION 8.** That this Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the *Tex. Loc. Gov't. Code*.

**SECTION 9.** That it is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't. Code*.

**PASSED AND APPROVED** on First Reading this \_\_\_\_ day of \_\_\_\_\_, 2015.

**FINALLY PASSED AND APPROVED** on this \_\_\_\_ day of \_\_\_\_\_, 2015.

**ATTEST:**

**CITY OF LEANDER, TEXAS**

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

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

**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

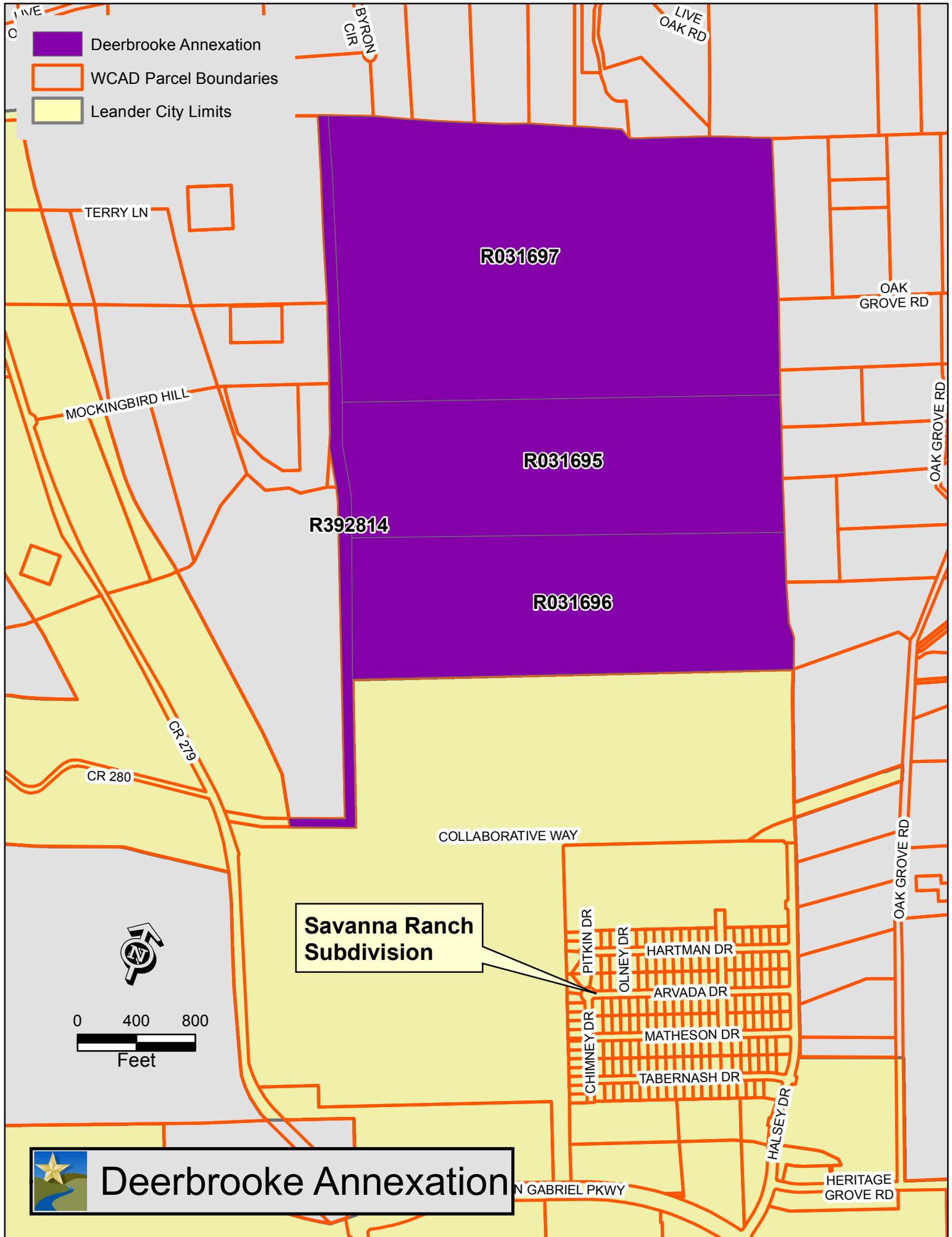
(D) Installation and maintenance of street lighting in accordance with established policies of the City;

(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.



Deerbrooke Annexation  
WCAD Parcel Boundaries  
Leander City Limits

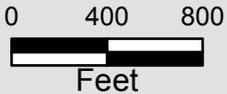
R031697

R031695

R392814

R031696

Savanna Ranch  
Subdivision



Deerbrooke Annexation

Tom Yantis, Director of Development Services  
City of Leander  
200 W. Willis Street  
Leander, Tx 78641

RE: Deerbrooke subdivision

Dear Mr. Yantis,

Please accept this letter as our formal request to voluntarily annex the following tracts off of CR 279 into the City of Leander;

Tract 1: 63.729 ac (R0131696)

Tract 2: 63.619 ac (R031695)

Tract 3: 127.269 ac (R031697)

Tract 4: 6.553 ac (R392814)

The tracts total 261.7 acre and are wholly contained within the Williamson County and the City of Leander's Extra Territorial Jurisdiction.

Please let me know if have any questions or need additional information.

Sincerely,



Deerbrooke Austin Land LLC  
Randy Rollo, Partner

cc: David Singleton, Southwest Land Services, Inc.  
Larry Hanrahan, Civil E Engineering  
Robin Griffin, City of Leander

Tom Yantis, Director of Development Services  
City of Leander  
200 W. Willis Street  
Leander, Tx 78641

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The tracts total 261.17 acre and are wholly contained within the Williamson County and the City of Leander's Extra Territorial Jurisdiction.

Please let me know if have any questions or need additional information.

Sincerely,



Deerbrooke Austin Land LLC  
Randy Rollo, Partner

cc: David Singleton, Southwest Land Services, Inc.  
Larry Hanrahan, Civil E Engineering  
Robin Griffin, City of Leander



**Executive Summary**

**February 19, 2015**

**Subject:** Consider Award for Two (2) Pumper Truck Vehicles for Fire Department

**Background:** The FY 2014-15 Budget includes funds to purchase two pumper trucks for the Fire Department. The two vehicles include replacing Engine 12 (1999 Pierce Lance) and a new engine for Fire Station #4.

To maintain uniformity within the fleet, the Fire Department has specified and received a proposal from Siddons-Martin Emergency Group for two Pierce brand vehicles. The vendor has proposed its BuyBoard Contract pricing, a pre-paid discount and a performance bond to protect the City's pre-paid investment.

Included in the proposal is a prepayment discount of 4% or \$49,260. The proposed surety bond will be reviewed by the City Attorney prior to acceptance. With the discount, the purchase of the replacement truck will be \$599,348 and the purchase of the new truck will be \$562,318 for a total of \$1,161,666.00. The BuyBoard administrative fee is \$1,500. If the City is unable to utilize the surety bond, the purchase without the prepayment discount would be \$1,210,924 plus the \$1,500 fee.

**Financial Consideration:** Funds are budgeted in the Vehicle Replacement Fund (14-50-7300) in the amount of \$600,000 and the Fire Department (01-55-7305) in the amount of \$580,000.

**Recommendation:** Staff recommends Council award the purchase of one Pierce Dash CF Long Body PUC Rescue Pumper and one Pierce Dash CF PUC Pumper to Siddons-Martin Emergency Services in an amount not to exceed \$1,212,425 and authorize the City Manager to execute the necessary purchase agreement.

**Attachments:** Siddons-Martin Emergency Group Proposal; Vehicle 406 Component Listing; Vehicle 448 Component Listing.

**Prepared by:** Robert Powers, Director of Finance  
Joy Simonton, Purchasing Agent



# Proposal Option List

10/29/2014

**Customer:** Leander Fire Department  
**Representative:** Walden, Travis  
**Organization:** Siddons-Martin Emergency Group  
**Requirements Manager:**  
**Description:** Leander Long Body PUC  
**Body:** Pumper, PUC, Aluminum  
**Chassis:** Dash CF Chassis, PUC (Med Block)

**Bid Number:** 406  
**Job Number:**  
**Bid Date:** 05-12-2014  
**Stock Number:**  
**DBVersion:** 02.00.0565.0000

Line	Option	Type	Option Description	Qty
1	0659545		Boiler Plates, PUC Pumper Fire Department/Customer - Leander Fire Department Operating/In conjunction W-Service Center - Operating  Miles - 50 Miles Number of Fire Dept/Municipalities - 2 Bidder/Sales Organization - Siddons-Martin Emergency Group Delivery - Delivery representative Dealership/Sales Organization, Service - Siddons-Martin Emergency Group	1
2	0661794		Single Source Compliance	1
3	0584456		Manufacture Location: Appleton, Wisconsin	1
4	0584452		RFP Location: Appleton, Wisconsin	1
5	0588609		Vehicle Destination, US	1
6	0533316		Comply NFPA 1901 Changes Effective Jan 1, 2009, With Exceptions	1
7	0533347		Pumper/Pumper with Aerial Device Fire Apparatus	1
8	0588611		Vehicle Certification, Pumper	1
9	0661778		Agency, Apparatus Certification, Pumper/Tanker, U.L.	1
10	0008036		Career/Paid Department	1
11	0000000	STF	BuyBoard Fee	1
11	0000000	STF	Delivery Charge - Pumper	1
12	0536644		Customer Service Website	1
13	0537375		Unit of Measure, US Gallons	1
14	0529326		Bid Bond, 10%, Pierce Built Chassis	1
15	0582697		Performance Bond, 100 Percent w/Warranty Bond, 1 Yr, and Payment Bond Percentage, Contract - 100	1
16	0000007		Approval Drawing	1
17	0683883		Electrical Diagrams, 12V As-Built on CD, Custom Chassis Pumper Diagrams, Hard Copy - Two hard copies	1
18	0696035		Dash CF Chassis, PUC (Med Block)	1
19	0000110		Wheelbase Wheelbase - 198.00"	1
20	0000070		GVW Rating GVW rating - 50,500#	1
21	0000203		Frame Rails, 13.38 x 3.50 x .375, Qtm/AXT/Imp/Vel/Dash CF	1
22	0682026		Frame Liner, Internal "C" 12.50" x 3.00" x .25", Reduced "C" At RR	1
23	0030262		Axle, Front, Oshkosh TAK-4, Non Drive, 19,500 lb, Qtm/AXT/DCF	1
24	0030264		Suspension, Front TAK-4, 19,500 lb, Qtm/AXT/Imp/Vel/Dash CF/Enf	1
25	0087572		Shock Absorbers, KONI, on TAK-4 Qtm/AXT/Imp/Vel/DCF/Enf	1
26	0000322		Oil Seals, Front Axle	1
27	0594821		Tires, Front, Goodyear, G296 MSA, 425/65R22.50, 20 ply	1
28	0001656		Wheels, Front, 22.50" x 12.25", Steel, Hub Pilot	1
29	0530467		Axle, Rear, Meritor RS30-185, 31,000 lb, Imp/Vel/Dash CF	1
30	0545719		Top Speed of Vehicle, Non-NFPA Compliant Top Speed of Vehicle - 68	1
31	0122074		Suspen, Rear, Standens, Spring, 31,000 lb, Imp/Vel/Dash CF	1
32	0000485		Oil Seals, Rear Axle	1
33	0582088		Tires, Rear, Goodyear, G291, 315/80R22.50, 20 ply, Single	1
34	0693623		Wheels, Rear, 22.50" x 9.00", Steel, Hub Pilot, Single	1
35	0568081		Tire Balancing, Counteract Beads	1

Line	Option	Type	Option Description	Qty
36	0545391		Tire Pressure Monitoring Valve Cap Qty, Tire Pressure Ind - 6	1
37	0057936		Covers, Lug Nut, Chrome	1
38	0002045		Mud Flaps, w/logo front & rear	1
39	0622787	SP	Valve Extension, Stainless Steel	1
40	0544802		Chocks, Wheel, SAC-44-E, Folding Qty, Pair - 01	1
41	0544806		Mounting Brackets, Chocks, SAC-44-E, Folding, Horizontal Location, Wheel chock - one under D1 and one under D3 near the rear wheels Qty, Pair - 01	1
42	0010670		ABS Wabco Brake System, Single rear axle	1
43	0030185		Brakes, Knorr/Bendix 17", Disc, Front, TAK-4	1
44	0000740		Brakes, Meritor, Cam, Rear, 16.50 x 8.63"	1
45	0020784		Air Compressor, Brake, Cummins/Wabco 18.7 CFM	1
46	0000786		Brake Reservoirs, Four	1
47	0568012		Air Dryer, Wabco System Saver 1200, 2010	1
48	0000790		Brake Lines, Nylon	1
49	0000854		Air Inlet, w/Disconnect Coupling Location, Air Coupling(s) - a) DS Step Well Qty, Air Coupling (s) - 1	1
50	0014130		Air Tank, Additional for Extra Air Horn Capacity	1
51	0518979		Fittings, Special, All Compression Type, On The Apparatus Including Brake System	1
52	0623937		Engine, Cummins ISL9, 450 hp, 1250 ft-lb, W/OBD, EPA 2015, W/REPTO, Dash CF	1
53	0693265		Filter Location, ISL9 w/Repto Engine, Dash CF	1
54	0001244		High Idle w/Electronic Engine, Custom	1
55	0687994		Engine Brake, Jacobs Compression Brake, Cummins Engine Switch, Engine Brake - e) ISC/ISM/ISL9/ISX Hi Med Lo	1
56	0693247		Fan, Hydraulic Drive, Dash CF	1
57	0695216		Air Intake, w/Ember Separator, Dash CF	1
58	0597542		Exhaust System, 4", 2010 ISL9/ISC8.3 Engine, Horizontal, Officer Side	1
59	0695621		Radiator, Dash CF	1
60	0001090		Cooling Hoses, Rubber	1
61	0001125		Fuel Tank, 65 Gallon, Left Side Fill	1
62	0001129		Lines, Fuel	1
63	0582182		DEF Tank, 4.5 Gallon, DS Fill, Rearward of Rear Axle, Common Dr Door, Material & Finish, DEF Tank - Polished Stainless	1
64	0552793		Not Required, Fuel Priming Pump	1
65	0582243		Shutoff Valves, Fuel Line @ Primary Filter, Cummins	1
66	0699437		Cooler, Chassis Fuel, Not Req'd.	1
67	0690880		No Selection Required From This Category	1
68	0642572		Trans, Allison 5th Gen, 3000 EVS P, Imp/Vel/Dash CF/SFR/Enf, With Prognostics	1
69	0625329		Transmission, Shifter, 5-Spd, Push Button, 3000 EVS	1
70	0517604		Transmission Programming, Park to Neutral, PUC	1
71	0684459		Transmission Oil Cooler, Modine, External	1
72	0001370		Driveline, Spicer 1710	1
73	0669988		Steering, Sheppard M110 w/Tilt, TAK-4, Eaton Pump, w/Cooler	1
74	0001544		Not Required, Steering assist cylinder on front axle	1
75	0509230		Steering Wheel, 4 Spoke without Controls	1
76	0559647		Pierce Logo on Horn Button	1
77	0587393		Hitch, Receiver, Front, Extended, Custom Chassis	1
78	0557812		Bumper, 19" Extended Steel Painted, AXT, DCF, SFR, Enf	1
79	0510226		Lift & Tow Package, Imp/Vel, AXT, Dash CF	1
80	0522573		Tow Hooks Not Required, Due to Lift and Tow package	1
81	0012256		Tray, Hose center, 19" bumper w/outside Air Horns Grating, Bumper extension - Grating, Rubber Capacity, Bumper Tray - 19) 100' of 1.75"	1
82	0032300		Mounting Holes, For License Plate, Frt Bumper	1
83	0591012		Hose Restraint, Bumper Tray, Straps with Fasteners Qty, - 01 Type of fastener - seat belt buckle fastener	1

Line	Option	Type	Option Description	Qty
83			Location 7 - center	
84	0698960		Coating, Top Flange, Front Bumper, Outside Exterior, Line-X Coating, Black	1
85	0696031		Cab, Dash CF, 7011 Raised Roof, PUC	1
86	0684778		Engine Tunnel, ISL, Dash CF	1
87	0677478		Rear Wall, Exterior, Cab, Aluminum Treadplate	1
88	0695979		Cab Lift, Elec/Hyd, Dash CF	1
89	0695930		Grille, Bright Finished, Front of Cab, Dash CF/Enforcer	1
90	0647932		Not Required, Trim, S/S Band, Across Cab Face, AXT/Dash CF/Saber/Enforcer	1
91	0087357		Molding, Chrome on Side of Cab	1
92	0521669		Mirrors, Retractable, West Coast Style, Htd/Rmt, w/Htd/Rmt Convex	1
93	0695996		Door, Half-Height, Dash CF Cab, Raised Roof	1
94	0655592		Door Panel, Polished Stainless Steel, Dash CF Cab	1
95	0695425		Storage Pockets w/ Elastic Cover, Recessed, Dash CF	1
96	0695990		Controls, Electric Roll-Up Windows, 4dr, 4 Driver Controls, Dash CF	1
97	0695976		Steps, 4-Door Cab, Dash CF	1
98	0674526		Lights, Cab & Crew Cab Access Steps, LED, Recessed, 1 Lt, Per Step, Dash CF	1
99	0005772		Fenders, S/S on cab, w/Radius corner, 2.00" wide	1
100	0042105		No Windows, Side of Crew Cab	1
101	0695218		Not Required, Windows, Front of raised roof, Dash CF	1
102	0694506		Not Required, Windows Rear of Crew Cab, Dash CF	1
103	0585486		Tint, Windows, Crew cab, Raised roof, Vel/Imp, Dash CF	1
104	0695940		Compt, Storage, (1) Each Side Crew Cab, Under Floor, Dash CF	1
105	0692913		Glove Box, Front of Officer, Dash CF	1
106	0637698	SP	Tray, Storage, Center, Over Eng Tunnel, 31 W x 6 H x 32 D, w/Arm Rests, DCF	1
			Material Finish, Cab Interior - Painted	
107	0657934		Tray, Equipment Mounting, Aluminum, Lip	1
			Location - on the engine tunnel ahead of the storage compartment to the transition. dimensions shall be 31.00" wide x 14.00" deep.	
			Qty, - 01	
			Material Finish, Cab Interior - Painted	
			Lip - 2.00"	
108	0657893		Mounting Plate, Aluminum, Cab Interior	1
			Location - in the area just in front of the engine tunnel behind the driver and officers seat	
			Qty, - 01	
			Size - full width and full length	
			Mounting Provision Spacing - .75"	
			Material Finish, Cab Interior - Painted	
109	0693309		Cab Interior, Metal, Turnout Tuff Headliner, Dash CF	1
			Color, Cab Interior Vinyl/Fabric - m) Gray	
110	0696028		Cab Interior, paint color, Dash CF	1
			Color, Cab Interior Paint - i) fire smoke gray	
111	0509532		Floor, Rubber Padded Cab & Crew Cab, Imp/Vel, Dash CF	1
112	0695989		Heater/defroster, Dual Zone Control, Dash CF	1
113	0695970		Air Conditioning, Dash CF, Dual Zone Control, Center Mount	1
114	0639675		Sun Visor, Smoked Lexan, AXT, Dash CF, Imp/Vel, Saber FR/Enforcer	1
			Sun Visor Retention - No Retention	
115	0695363		Grab Handles, Driver, Officer and Crew Cab Door Posts, Dash CF	1
116	0674790		Light, Engine Compt, Dash CF, 2lts	1
117	0696003		Fluid Check Access, Dash CF	1
118	0649507		Drawer, Slide-Out, Full Face, 21W x 10H x 15D, Under Ctr Seat Riser, Push Close, DCF	1
			Z Size, High - *	
119	0649172		Side Roll and Frontal Impact Protection, Dash CF	1
120	0000109		Seating Capacity, Cab	6
			Qty, - 06	
121	0692898		Seat, Driver, Pierce PS6, Premium, Safety, Air Ride Hi-Back, Dash CF	1
122	0692887		Seat, Officer, Pierce PS6, Premium, Safety, Air Ride, SCBA, Dash CF	1
123	0695918		Radio Compt, Center Console, Dash CF	1
124	0695761		Not Required, Seat, Forward Facing Front, Center	1
125	0692873		Seat, Rr Facing C/C, DS Outboard, Pierce PS6, Premium, Safety, SCBA, Dash CF	1

Line	Option	Type	Option Description	Qty
126	0692864		Seat, Rr Facing C/C, PS Outboard, Pierce PS6, Premium, Safety, SCBA, Dash CF	1
127	0695278		Seat, Fwd Facing C/C, DS Outbrd, Pierce PS6, Base Safety, Foldup, SCBA Recessed, DCF	1
128	0103319		Not Required, Seat, Forward Facing C/C, Center	1
129	0695267		Seat, Fwd Facing C/C, PS Outbrd, Pierce PS6, Base Safety, Foldup, SCBA Recessed, DCF	1
130	0566653		Upholstery, Seats In Cab, Turnout Tuff Color, Cab Interior Vinyl/Fabric - m) Gray	1
131	0543991		Bracket, Air Bottle, Hands-Free II, Cab Seats Qty, - 05	5
132	0675859		Add Arm Rest, Driver Seat, Dash CF Location, Arm Rest - Inboard	1
133	0675856		Add Arm Rest, Officer Seat, Dash CF Location, Arm Rest - Inboard	1
134	0553393		Seat Belt Height Adjustment, Imp/Vel, Dash CF Qty, - 04	4
135	0547293		Seat Belts, Red	1
136	0691237		Seat Belt Monitoring System	1
137	0543133		Bracket, Helmet Holder, Zico UHH-1 Qty, Helmet Storage Brkt - 5	1
138	0647638		Lights, Dome, Weldon Dual LED 4 Lts Color, Dome Lt - Red & White Color, Dome Lt Bzl - Black Control, Dome Lt White - Door Switches Control, Dome Lt White - Lens Switch Control, Dome Lt Color - Lens Switch	1
139	0631779		Light, Map, Overhead, Round Halogen, AXT/Imp/Vel/Dash CF, Hawk EX 12vdc power from - Battery switched	1
140	0555813		Handlights, (4) Streamlight, Fire Vulcan, 44451, C4 LED, Tail Lts, 12v, Orange Location, lights - on the mounting plate inside the cab with a 4' coil of wire - exact location to be determined at final inspection.	1
141	0597580		Handlight, Streamlight, Fire Vulcan, 44451, C4 LED, Tail lights, 12v, Orange Qty, Lights - 02 Location, lights - on the mounting plate inside the cab with a 4' coil of wire - exact location to be determined at final inspection.	2
142	0568369		Cab Instruments, Ivory Gauges, Chrome Bezels, Impel/Velocity 2010, Dash CF	1
143	0509511		Air Restriction Indicator, Imp/Vel, AXT, Dash CF	1
144	0543751		Light, Do Not Move Apparatus Alarm, Do Not Move Truck - Pulsing Alarm	1
145	0509042		Messages, Open Door/Do Not Move Truck, Imp/Vel, Vel SLT, AXT, Dash CF/Enf	1
146	0509921		Switching, Cab, Membrane, Impel/Velocity/Quantum, AXT MUX, Dash CF Location, Emerg Sw Pnls - Driver's Side Overhead	1
147	0555915		Wiper Control, 2-Speed with Intermittent, Impel/Velocity, Dash CF, AXT MUX	1
148	0547505		Wiring, Spare, 10 A 12V DC 1st Qty, - 01 12vdc power from - Battery direct Wire termination - b) butt splice Location - under the center flat area between the driver and officer (secured to the ceiling so the drawer will not rub the wiring - MDC	1
149	0548004		Wiring, Spare, 15 A 12V DC 1st Qty, - 01 12vdc power from - Battery direct Wire termination - p) 15 amp power point plug Location - on the officers side of the center console	1
150	0548015		Wiring, Spare, 30 A 12V DC 1st Qty, - 01 12vdc power from - Battery direct Wire termination - t) terminal strip Location - on the side wall of the cab between the officer and rear facing crew seat - for TIC, GAS DETECTOR, ETC.	1
151	0536357		Modification, PUC Gauges, Pump Pressure, Water Level & Foam, Special Location Location - center console facing the driver next to switch panel #7 where the diff lock would be located.	1

Line	Option	Type	Option Description	Qty
152	0594194		Radio, AM/FM/CD/WB/Aux in, Panasonic Speakers, AM/FM Radio - Two (2) pairs of speakers, Cab/Crew Antenna, AM/FM Radio - c) Roof-mounted rubber antenna Location, AM/FM Radio - b) within reach of the officer	1
153	0087852		Vehicle Information Center, 7" Color Display, MUX	1
154	0543930		Vehicle Data Recorder, Dual Module	1
155	0593257		Intercom, David Clark, 6-Pos, 2-Radio, D,O,4C location, intercom, C Cab - 4) 4 forward facing seats	1
156	0637058		David Clark Universal Radio Interfaces Included with Single/Dual System Location, Radio Interface - match location of 27273	1
157	0589947		Headset, David Clark, H3432 Over The Head, Flex Mic, Push On Push Off Qty, - 06 Location - at each seat position	6
158	0681408		Hangers For Headsets, NFPA, Each Location - at all cab seats Qty, - 06	6
159	0559505		Install Customer Provided GPS Antenna(s) Location - behind the officerrrs seat Qty, - 01	1
160	0699193		Install Customer Provided Antenna Whip(s) Only Location - on the cab roof Qty, - 02	2
161	0559156		Install Customer Provided Two-Way Radio(s) Location - location 5 above the officer Qty, - 01	1
162	0696443		Antenna Mount, Custom Chassis, Cable Routed to Overhead Switch Area Location - to location #5 in front of the officer Qty, - 02	2
163	0589496		Camera System, Zone Defense, Rear Camera Only to Mux Display Camera System Audio - Not Provided	1
164	0641136	SP	Distance Sensor System for Zone Defense Camera Systems	1
165	0511071		Guard, 4-Way, Rear Vision Camera Qty, - 1 Location - in the rear	1
166	0667075		Key Storage, Knox-Box®, KeySecure 3b, P/N 2650, USB, Cab Surface Mounted Location - on the left most side of the dash in front of the officer as far forward as possible	1
167	0624239		Pierce Command Zone, Advanced Electronics & Control System, Dash CF	1
168	0624263		Electrical System, Dash CF	1
169	0079166		Batteries, (4) Exide Grp 31, 950 CCA each, Threaded Stud	1
170	0008621		Battery System, Single Start, All Custom Chassis	1
171	0696026		Battery Compartment, Dash CF	1
172	0683808		Charger, Sngl Sys, Kussmaul, Pump Plus 1200, 091-9-1200-194-WT-** Color, Kussmaul Cover - b) red	1
173	0696828		Location, Charger/Compr, DS Hatch Compt, Cover	1
174	0530951		Location, Battery Charger Indicator, DS Behind Cab Door	1
175	0016857		Shoreline, 20A 120V, Kussmaul Auto Eject, "Super" 091-55-20-120 Color, Kussmaul Cover - b) red Connection, Shoreline - to the battery charger Qty, Shoreline - 1	1
176	0026800		Shoreline Location Location, Shoreline(s) - DS Cab Side	1
177	0566294		Alternator, 430 amp, Niehoff C680-1	1
178	0092582		Load Manager/Sequencer, MUX Enable/Disable Hi-Idle - e)High Idle enable	1
179	0632735		Not Required, Custom Chassis	1
180	0648542		Headlights, Rectangular HID, AXT/Dash CF/Saber/Enforcer	1
181	0648425		Light, Directional, Whelen 600 LED Combination, Cab Corners, Imp/Vel/AXT/Qtm/DCF Color, Lens, LED's - m)match LED's	1
182	0648074		Lights, Clearance/Marker/ID, Front, P25 LED, 7 Lts	1
183	0088869		Lights, Clearance/Marker/ID, Rear, Truck-Lite 26250R LED 7Lts	1

Line	Option	Type	Option Description	Qty
184	0647929		Lights, Clearance/Marker, Cab, Front Side, Truck-Lite 19036Y LED, AXT MUX, DCF	1
185	0517025		Lights, Tail, Wrap-around, Stop/Tail, Turn & Backup LED, Tri-Cluster	1
186	0085910		Lights, Backup Included in Signal Cluster	1
187	0664481		Bracket, License Plate & Light, P25 LED	1
188	0589905		Alarm, Back-up Warning, PRECO 1040	1
189	0521285		Light, Directional/Marker, Intermediate Light, Truck-Lite Model 60115Y LED	1
190	0666455		Lights, Perimeter Scene Cab Exits, Amdor LumaBar H2O, AY-9500-020 20" LED 4 Dr	1
191	0547523		Lights, Perimeter Scene, (4) Amdor Lumabar, H2O, AY-9500-020 LED w/Bracket Switch, Location, Perim - Parking brake	1
192	0556337		Lights, Step, P25 LED at Rear Tailboard, 2lts Perm Lts	1
193	0692052		Light, FRC, 12V SPA260-Q15 LED, Surface Mount 1st Location, lights - DS - one at the rear of the body and one between the cab doors as high as possible Qty, - 02 Switch, Lt Control 1 DC,1 - a) DS Switch Panel Switch, Lt Control 2 DC,2 - e) No Control Switch, Lt Control 3 DC,3 - d) No Control Switch, Lt Control 4 DC,4 - d) No Control	2
194	0692047		Light, FRC, 12V SPA260-Q15 LED, Surface Mount 3rd Location, lights - on the rear bulkhead as high as possible - DS Qty, - 01 Switch, Lt Control 1 DC,1 - a) DS Switch Panel Switch, Lt Control 2 DC,2 - c) DS Rear of Apparatus Switch, Lt Control 3 DC,3 - d) No Control Switch, Lt Control 4 DC,4 - d) No Control	1
195	0692048		Light, FRC, 12V SPA260-Q15 LED, Surface Mount 2nd Location, lights - PS - one at the rear of the body and one between the cab doors as high as possible Qty, - 02 Switch, Lt Control 1 DC,1 - a) DS Switch Panel Switch, Lt Control 2 DC,2 - e) No Control Switch, Lt Control 3 DC,3 - d) No Control Switch, Lt Control 4 DC,4 - d) No Control	2
196	0692062		Light, Visor, FRC, 12V SPA851-Q20 LED 1st Qty, - 01 Location, driver's/passenger's/center - centered Switch, Lt Control 1 DC,1 - a) DS Switch Panel Switch, Lt Control 2 DC,2 - e) No Control Switch, Lt Control 3 DC,3 - d) No Control Switch, Lt Control 4 DC,4 - d) No Control Color, FRC/Rom Lt Housing - FRC, White	1
197	0657535		Lights, Work, (2) Whelen PELCC LED, w/Alternative Hose Bed Lights Switch, Scene Lt Cntrl - a)driver sw panel	1
198	0645877		Lights, Hose Bed, Sides, Dual LED Light Strips Control, Hose Bed Lts - Cup Switch At Rear	1
199	0645677		Lights, Not Required, Rear Work, Alt. 12 Volt Lights At Rear Body	1
200	0518282		Pumper, PUC, Aluminum	1
201	0554271		Body Skirt Height, 20"	1
202	0501271		Tank, Water, 750 Gallon, Poly, Rectangular Form Fitting, PUC	1
203	0003405		Overflow, 4" Water Tank, Poly	1
204	0028104		Foam Cell Required	1
205	0633066		Sleeve through Tank Qty, Sleeve - 1 Water Tank Sleeve - Plumbing/Hydraulic Diameter - 3" Plumbing	1
206	0553725		Restraint, Water Tank, Heavy Duty, Special Type Tank, 4x4, or Export	1
207	0695193		Tank Fill, 2.50" Automatic, On Main Intake Valve, Driver or Pass Side, Elk, PUC Qty, - 01 Location, driver's/passenger's/center - driver's	1
208	0003424		(No Dump Valve required)	1
209	0048710		Jet Assist Not Req'd	1
210	0030007		(No Dump Chute Required)	1

Line	Option	Type	Option Description	Qty
211	0514778		Not Required, Switch, Tank Dump Master	1
212	0597043		Body Height, PUC	1
			Body Height - 92.00"	
213	0199241		Hose Bed, Aluminum, Pumper, PUC	1
214	0003482		Hose Bed Capacity, Additional	1
			Capacity, Hosebed - 1000' of 5" and 500' of 3"	
215	0003488		Divider, Hose Bed, Unpainted	1
			Qty, Hosebed Dividers - 1	
216	0530804		Cover, Hose Bed, Alum Treadplate	1
217	0538045		Flap, Rear of Alum Hose Bed Cover, Vinyl, Paddle Seat Belt Buckles	1
			Color, Vinyl Cover - a) red	
218	0670766		Runningboard, Flip Out, PUC	1
219	0683043		Tailboard, 12" Deep, Full Width, Angled Corners, PUC	1
220	0690029		Wall, Rear, Body Material, PUC, PUC Tanker, PRM	1
221	0622742	SP	Hitch Receivers, Rear/Sides, Under Body, Portable Winch Only, Tow Bar Not Req	1
222	0656692		Construction, Compt, Alum, Pumper, PUC, Dash CF	1
223	0515256		DS 214" Rollup, (1) 31" (1) 50.5" Fwd, (1) 52" Rr, FH/FD Front & Rear, PUC	1
224	0515258		PS 214" Rollup, (2) 42" Fwd, (1) 52" Rr, Full Height & Depth Front & Rear, PUC	1
225	0692733		Doors, Rollup, Gortite, Side Compartments	6
			Qty, Door Accessory - 06	
			Color,Gortite,Roll-upDoor - Painted	
			Latch, Gortite, Roll-up - Non-locking Liftbar	
226	0557309		Rear - Rollup Dr/40.50" FF, w/Tailboard, PUC	1
227	0692743		Door, Gortite, Roll-up, Rear Compartment, PUC	1
			Color,Gortite,Roll-upDoor - Satin finish	
			Latch, Gortite, Roll-up - Non-locking Liftbar	
228	0003918		Pull Strap for Doors	6
			Qty, Door Accessory - 06	
			Location, Door Accessory - on all side compartment doors	
229	0689549		Lights, Compt, Pierce LED, Dual Light Strips, Each Side of Door	7
			Location - in all body compartments	
			Qty, - 07	
230	0562348		Fasteners, Mechanical, Strip Lighting In Compartments	1
231	0515685		214" Hatch, (2) Lift-up, 21" Wide, Both Sides, PUC	1
			Size, Hatch Compt, Height - 22.00"	
232	0687993		Lights, Hatch Compt, LED Strip Light, 214", Both Sides	1
233	0687145		Shelf Tracks, Recessed, PUC/3rd Generation	1
234	0687108		Shelves, Adjustable, 500 lb Capacity, Full Width/Depth, Painted, 3rd Gen	6
			Qty, Shelf - 06	
			Location, Shelf - D1 upper, D3 upper, R1, P1, and (2) in P3	
235	0553888		Tray, 500 lb Slide-out, 2" Sides, Painted, Adj. Height, 3G	1
			Location - in P3 above the Little Giant ladder	
			Qty, Tray (slide-out) - 01	
236	0062635		Tray, 215 lb, Tilt/Slide-Out, 30 Deg, Adj, Brushed Alum, 3G	1
			Location - in P3	
			Qty, Tray (slide-out) - 01	
237	0647772		Tray, Floor Mounted, Slide-Out, 500lb, 2.00" Sides, 3G	5
			Qty, - 05	
			location - D1, D3, R1, (2) in P1, and in P3	
			Material - paint to match compt interior	
238	0590939		Toolboard, Alum, .188", Peg Board, Added to Slide-Out Tray	1
			location - in the forward slide tray of P1	
			Qty - 1	
			Finish, Pegboard/Toolboard - Painted	
239	0544614		Toolboard, Swing-out, Alum, .188", Peg Board, 3G	1
			location - D2	
			Qty - 1	
			Location, Pivot - Front	
			Mounting, Toolboard - Adjustable Frt-back	
			Hole Diameter, Pegboard/Toolboard - .203" diameter	
			Finish, Pegboard/Toolboard - Painted	

Line	Option	Type	Option Description	Qty
240	0649246		Little Giant Ladder Storage, In Compt, Location Location - TO BE DETERMINED Configuration - TO BE DETERMINED Ladder, Make/Model - Little Giant Model 17	1
241	0524973		Partition, Trans Rear Compt, PUC Qty, Partition - 02 Location, Partition - c) both sides	2
242	0659095		Pegboard, 3/16" Alum, Rear Wall Compt, w/Track Location - D2 and D3 upper Qty, Comp. Accessory - 02 Hole Diameter, Pegboard/Toolboard - .203" diameter  Finish, Pegboard/Toolboard - Painted	2
243	0027093		Rack, Air Bags inside Compt, 6-Slot Location - P3 Size - pulled out from the side (2) 38" x 38", (2) 33" x 33" (2) 26' x 26"	1
244	0696957		Hitch, Receiver, Sides, Under Body, Pumper	1
245	0599625		Blister, Ladder Storage, Backboard Size, Backboard - 2" x 18" x 72"	1
246	0063064		Rub Rail, Aluminum Extruded, Side of Body, 3rd Gen Body	1
247	0515441		Fender Crowns, Rear, S/S, W/Removable Fender Liner, Pumper, 3rd Gen	1
247	0000000	STF	Hose, Hard Suction, Kochek 2P6071, 6" Hose with 5" Storz Couplings Qty, Hard Suction Hose - 2	2
248	0519748		Troughs, H.S.H. Horz in Hose Bed, (2), One Side, PUC Location, driver's/passenger's/center - passenger's	1
249	0527021		Handrails Located @ Front Body	1
250	0664688		Handrails, Rear, PUC	1
251	0000941		No Rear Hose Bed Handrail Required	1
252	0004150		Handrail, Extra - 15-20" Long Location, Handrails - forward of crosslays - one each side 20.00" long Qty, Handrails - 02	2
253	0636301		Compt, Extinguisher (2) in Fender Panel, Triangular Door Location, Bracket/comp. - behind the rear wheels on the PS Qty, - 1 Door Finish, Fender Compt - Polished Latch, Air Bottle Compt - Flush Lift & Turn Insert, Air Bottle Compt - Rubber Matting	1
254	0657651		Compt, Air Bottle, Double, Full Width Door, Fender Panel Qty, Air Bottle Comp - 2 Door Finish, Fender Compt - Polished Location, Fender Compt - Double - DS Fwd Location, Fender Compt - Double - PS Fwd Latch, Air Bottle Compt - Flush Lift & Turn Insert, Air Bottle Compt - Rubber Matting	2
255	0004220		Ladder, 35' Duo-Safety 1225A 3-Sect	1
256	0004230		Ladder, 14' Duo-Safety 775A Roof	1
257	0638382		Rack, Ladders, in DS Full Depth Body, PUC Door, Material & Finish, Ladder Storage - c) smooth aluminum Latch, Door Ladder Storage - "D" Handle latch	1
258	0053140	SP	Rack, Backboard in Ladder Compartment Qty, - 1 Size, Ladder/Pike Pole - 73" X 18" X 2" thick	1
259	0014245		Ladder, Folding, 10' 585A, Duo-Safety, w/Mounting Location, Fold Ladder - d) Ladder comp	1
260	0014252		Ladder, Little Giant, Classic 10101 - Model 13 Location - TO BE DETERMINED	1
261	0548184		Pike Pole, 8' Akron, Fiberglass Qty, Pike Poles - 1 Location - in ladder storage area	1
262	0565031	SP	Pole, Pike 6' Fire Hooks Unlimited, Gator-Back, GBH-6 Qty, Pike Poles - 2 Location - in pike pole tubes	2
263	0667093		Compt, Long Item Storage, In Upper Body (1) DS, Smooth Alum Door, PUC	1

Line	Option	Type	Option Description	Qty
264	0004361		Tubes, Alum, Pike Pole Storage Location - in the long tool storage above the ladders Qty, Pike Pole Tubes - 03	3
265	0521734		No Steps Required, Front Of Body, PUC	1
266	0695136	SP	Ladder, Zico Quic-Ladder, Model RL-2-6, PUC Location - passenger side	1
267	0692213		Pump, Pierce, 1500 Single Stage, Dash CF PUC	1
268	0515822		Mechanical Seals, Silicon Carbide	1
269	0091446		Pump Setup Charges N/A	1
270	0515705		Gearcase, Pierce Pump, REPTO-Clutch Drive	1
271	0521309		Pumping Mode, Pump and Roll/Stationary, Basic, PUC	1
272	0515829		Pump Shift, Sure-Shift	1
273	0515833		Transmission Lock-up, Not Req'd, Park to Neutral, Pump, PUC	1
274	0515835		Auxiliary Cooling System, PUC	1
275	0014486		(No Transfer Valve Required on 1 Stage Pump)	1
276	0650961		No Intake Relief Valve Required, Relief Valve Provided Elsewhere	1
277	0515838		Controller, Pressure, Pierce, PUC	1
278	0072153		Primer, Trident, Air Prime, Air Operated	1
279	0516694		Manuals, Pump (2), CD, Pierce Pump	1
280	0519952		Plumbing, Stainless Steel & Hose, PUC	1
281	0064656		Not Required, Black Iron Pipe with Stainless Steel Plumbing	1
282	0517852		Inlets, 6.00" - 1500 GPM, Pierce Pump	1
283	0519504		Cap, Main Pump Inlet, Provided by Dealer	1
284	0648369		Valve, Pierce BFV, w/Relief, PS Main Inlet, 6", Electric, Manual Override, PUC	1
285	0648368		Valve, Pierce BFV, w/Relief, DS Main Inlet, 6", Electric, Manual Override, PUC	1
286	0687773		Valves, Elkhart Unibody - All Ball Valves, PUC	1
287	0004660		Inlet, LH Side, 2.50" Gated	1
288	0029147		No Auxiliary Inlet Required on RH Side	1
289	0520002		Valve, Inlet(s) Recessed, Side Cntrl, PUC Qty, Inlets - 1	1
290	0055720		Adapter, Side Inlet, 6" FNST x 5" Storz w/Cap Qty, Adapter for Inlet - 2 Location, driver's/passenger's/center - driver & passenger	2
291	0521137		Anode, Zinc, Pair, Pump Inlets, PUC	1
292	0004700		Control, Inlet, at Valve	1
293	0092569		No Rear Inlet (Large Dia) Requested	1
294	0092696		Not Required, Cap, Rear Inlet	1
295	0064116		No Rear Inlet Actuation Required	1
296	0009648		No Rear Intake Relief Valve Req'd	1
297	0092568		No Rear Auxiliary Inlet Requested	1
298	0563738		Valve, .75" Bleeder, Aux. Side Inlet, Swing Handle	1
299	0520277		Tank to Pump, (1) 3.00" Valve, 4.00" Plumbing, PUC	1
300	0595508		Outlet, 1.50" Tank Fill, PUC	1
301	0516755		Outlets, Left Side, 2.50" (2), PUC	1
302	0651151		Outlet, Right Side, 2.50", (1), Electric Elkhart UBEC2 Controller, PUC	1
303	0651264		Outlet, 4.00" w/4.00", Right, Electric, Elkhart UBEC2 Controller, PUC	1
304	0648906		Outlet, Front, 2.50" w/2.50" Plumbing Fitting, Outlet - 2.50" NST with 90 degree swivel Drain, Front Outlet - Class 1 Automatic Location, Front, Single - top of right bumper	1
305	0516777		Outlet, Rear, 2.50", (1), Through Tank, PUC Qty, Discharges - 01 Location, Outlet - a) passenger's side	1
306	0537394		Not Required, Outlet, Rear, Additional, PUC	1
307	0085076		Caps for 1.50" - 3.00" Discharges - VLH	1
308	0563739		Valve, 0.75" Bleeder, Discharges, Swing Handle	1
309	0055095		Not Required, Elbow, Left Side Outlets, 2.50"	1
310	0021134		Not Required, Elbow, Right Side Outlets	1
311	0045091		Elbow, Rear Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	1
312	0537395		Not Required, Elbow, Rear Outlets, Additional	1

Line	Option	Type	Option Description	Qty
313	0699320		Adapter, 4.00" FNST x 5.00" Storz, w/Cap, PUC Qty, - 1	1
314	0694627		Control, Outlets, Swing Handle, Elect PS Outlets, Elkhart, Press Display, PUC	1
315	0516865		Outlet, 3.00" Deluge w/2.50" Valve, w/Elkhart Electric Extender 18", PUC	1
316	0544576	SP	Monitor, Elkhart "Stinger" RF Electric, 5" Storz Base, Hand Held & Panel Remote	1
317	0058724		Nozzle, Elkhart SM-1250E, 1,250 GPM - Electric	1
318	0544561	SP	Mount, Elkhart #8298 (for Elkhart Stinger), Adapter, Flange Called Out	1
319	0692107		Crosslays, Low Mount, (2) 1.50", Full Width, Std. Cap, w/Poly Trays, PUC, DCF	1
320	0692095		Deadlay (1) No Plumbing, Full Width, Std Capacity, w/Poly Tray, PUC, DCF	1
321	0533672		Not Required, Hose Restraint, Crosslay, PUC	1
322	0692794		Doors, Crosslay, Roll-up Gortite, Each End, Full Height, Full Width, PUC Color,Gortite,Roll-upDoor - Painted Latch, Gortite, Roll-up - Non-locking Liftbar	1
323	0674813	SP	Tray(s), Poly, As Wide as Possible, IPOS, Crosslays, PUC Location - lower crosslay area Qty, - 02	2
324	0666779		Foam Sys, Husky 12, Single Agent, PUC, Multi Select Feature, Special Location Discharge, Foam Locations - Crosslay Lower Rear Discharge, Foam Locations - Crosslay Lower Front Discharge, Foam Locations - Front Bumper Right Side Discharge, Foam Locations - Rear Outlet Right Side	1
325	0535281		Hercules CAFS, 140 CFM, Hydraulic Drive, PUC Fill in Blank - both speedlays, the front bumper, and the rear discharge Amount of Disc. W/ CAFS - 4 CAF with a second pump - No second pump	1
326	0552481		Refill, Foam Tank, Single Tank, Husky 12, Class A Foam	1
327	0555411		Demonstration, Foam System, At Pierce, with Foam	1
328	0530519		Foam Cell, 30 Gallon, Not Reducing, PUC Type of Foam - Class "A" Foam, Brand Name - US Foam	1
329	0505016		Drain, 1.00", Foam Tank #1, Husky 12 Foam System	1
330	0091079		Not Required, Foam Tank #2	1
331	0091112		Not Required, Foam Tank Drain	1
332	0515692		Pump Operators Panel, 31", " Control Zone", PUC	1
333	0032479		Pump Panel Configuration, Control Zone	1
334	0516975		Material, Pump Panels, Operators Brushed Stainless, Sides Brushed Stainless, PUC	1
335	0516978		Pump and Plumbing Access, Simple Tilt Service, PUC	1
336	0520016		Not Required, Pumphouse Structure, PUC	1
337	0520326		Light, Pump Compt, PUC	1
338	0516983		Engine Indicators, Included With Pierce Pressure Controller, PUC	1
339	0005601		Throttle Included w/ Pressure Controller	1
340	0549333		Indicators, Engine, Included with Pressure Controller	1
341	0527795		Control, Air Horn at Pump Panel w/Red Switch	1
342	0673431	SP	Switch w/Ind, Pump Panel for Warning Light, 12 VDC Fill in Blank - For intermediate warning light rear of the crew cab doors.	1
343	0511078		Gauges, 4.00" Master, Class 1, 30"-0-600psi	1
344	0511100		Gauge, 2.00" Pressure, Class 1, 30"-0-400psi	1
345	0539612		Gauge, Master Pump Flowmeter, FRC , PUC	1
346	0517009		Gauge, Water Level, Pierce, In pressure Controller, w/Mini Slave, PUC Activation, Water Level G - pg) pump in gear	1
347	0687477		Gauge, Foam Level, Pierce, PUC, PP	1
348	0653081		Light, Pump Operator & Panel, Side Ctrl, PUC, 60354C LED Cab & LED OH	1
349	0508025		Air Horns, (2) Hadley 6" Round in Bumper Outside Frame Location, Air Horn (bmpr) - one each side	1
350	0081045		Control, Air Horn, DS Foot Sw, PS Sw Overhead	1
351	0505417		Siren, Whelen 295HFSC9, Dual Tone, 200W	1
352	0047779		Location, Elect Siren, Recessed in Switch Panel Location - in Switch panel #7	1
353	0629170	SP	Control, Elec Siren, PS Overhead Switch and Horn Ring	1
354	0561882		Speaker, Whelen SA315P, 100 watt Qty, Speakers - 2	2

Line	Option	Type	Option Description	Qty
354			Connection, Speaker - siren head	
355	0678617		Location, Recessed in the Front Bumper, Driver and Passenger Side Corners	1
356	0016080		Siren, Federal Q2B	1
357	0006095		Siren, Mechanical, Mounted Above Deck Plate	1
			Location, Siren, Mech - a) Left	
358	0015014		Control, Mech Siren, DS Foot Sw, PS Overhead Sw	1
359	0006086		Switch, Second Siren Brake	1
360	0676796		Lightbar, Whelen, Freedom, FN**QLED, 8-R, 2-W, 2-RC	1
			Length, WIn Lightbar - 82"	
			Color, Lens, LED's - c)clear	
361	0016380		No Additional Lights Req'd, Side Zone Upper	1
362	052831		Light, Front Zone, Whelen M6# LED, Split Color, Clear Lens, 4lts Q Bezel	1
			Color, Lt DS Frnt Out Spl - a) Red and White	
			Color, Lt PS Frnt Out Spl - a) Red and White	
			Color, Lt DS Frnt Ins Spl - b) Red and Blue	
			Color, Lt PS Frnt Ins Spl - b) Red and Blue	
363	0556802		Lights, Side Zone Lower, Whelen M6* LED, Split Color, Clear Lens, 3pr, Ovr 25	1
			Location, lights mid - behind the crew cab door	
			Location, lights rear - in the rear fender panel area	
			Location, Lights Frt Side - b)each side bumper	
			Color, Lt Side Frnt Split - Red and Amber	
			Color, Lt Side Mid Split - Red and White	
			Color, Lt Side Rear Split - Red and Amber	
364	0540783		Lights, Rear Zone Lower, Whelen M6*C LED, Clear Lens	1
			Color, Lt DS Rear - r) DS Rear Lt Red	
			Color, Lt PS Rear - r) PS Rear Lt Red	
365	0541152		Lights, Rear/Side Up Zone, Whelen M6*C LED, Clear Lens 4lts	1
			Color, Lt, Side Rer Up DS - Side Rear Upper Red	
			Color, Lt, Side Rer Up PS - Side Rear Upper Red	
			Color, Lt, Rer Up DS - r) DS Rear Upper Red	
			Color, Lt, Rer Up PS - r) PS Upper Rear Red	
366	0006551		Not Required, Lights, Rear Upper Zone Blocking	1
367	0537807		Mtg, Rear Warn Lts, Side Sheets & Rear of Body Bulkheads	1
368	0529686		Light, Traffic Directing, Whelen TAM65 36" Long LED	1
			Activation, Traffic Dir L - r)with rear upper zone	
369	0551728		Location, Traf Dir Lt, Recessed with S/S Trim	1
370	0530281		Location, Traf Dir Lt Controller, Center Console	1
371	0519934		Not Required, Brand, Hydraulic Tool System	1
372	0007150		Bag of Nuts and Bolts	1
			Qty, Bag Nuts and Bolts - 1	
373	0532883		NFPA Required Loose Equipment, Pumper, Provided by Fire Department	1
374	0519913		Not Required, Soft Suction Hose	1
375	0533269		Extinguisher, Dry Chemical, Pumper, Provided by Fire Department	1
376	0533278		Extinguisher, 2.5 Gal. Pressurized Water, Pumper, Provided by Fire Department	1
377	0532921		Axe, Flathead, Pumper, Provided by Fire Department	1
378	0532924		Axe, Pickhead, Pumper, Provided by Fire Department	1
379	0559682		Paint, Two Tone, Cab, w/Shield, Custom Cab	1
			Paint, Color - #90 Red Lower	
			Paint Color, Upper Area - #10 White upper	
380	0646901		Paint Chassis Frame Assy, With Liner, E-Coat, Standard	1
			Paint Color, Frame Assembly - Black	
381	0645644		No Pick Required	1
382	0693798		Paint, Front Wheels	1
			Paint, Wheels - Red #90	
383	0693793		Paint, Rear Wheels, Single Axle	1
			Paint, Wheels - Red #90	
384	0007230		Compartment, Painted, Spatter gray	1
385	0637719	SP	Reflective Band, 10" with 11" Orange Vinyl Base (Leander, TX)	1
			Color, Reflect Band - A - a) white	
386	0547618		Stripe, Diamond Grade, Chevron, Front Bumper	1
			Size, Chevron Striping - 06	
			Color, Chevron DG - Yellow Green, Fluorescent	

Line	Option	Type	Option Description	Qty
387	0593732		Stripe, Chevron, Rear, Diamond Grade, Pumper, PUC Color, Rear Chevron DG - fluorescent yellow green	1
388	0065687		Stripe, Reflective, Cab Doors Interior Color, Reflective - c) ruby red	1
389	0033179		Lettering Specifications, Reflective	1
390	0686116		Lettering, Reflective, 10.00", (1-20) Outline, Lettering - Outline and Shade	1
391	0685993		Lettering, Reflective, 10.00", Each Qty, Lettering - 04 Outline, Lettering - Outline	4
392	0686002		Lettering, Reflective, 8.00", Each Qty, Lettering - 08 Outline, Lettering - Outline and Shade	8
393	0686077		Lettering, Reflective, 3.00", (81-100) Outline, Lettering - Outline and Shade	1
394	0685979		Lettering, Reflective, 16.00", Each Qty, Lettering - 02 Outline, Lettering - Outline	2
394	0000000	STF	Delivery Training - per day Qty, - 03	3
394	0000000	STF	Make Ready Cost - Pumper	1
394	0000000	STF	Preconstruct and Final Inspection Trips Qty, - 03	3
395	0032773		Manuals, Two (2), Fire Apparatus Parts, & (1) CD, Custom Chassis	1
396	0543577		Manuals, One (1) Chassis Service & (1) CD, Custom	1
397	0029551		Manuals, Two (2) Chassis Operation, & (1) Compact Disc, Custom	1
398	0030008		Warranty, Basic, 1 Year, Apparatus, WA0008	1
399	0595239		(No Pick Required)	1
400	0696698		Warranty, Engine, Cummins, 5 Year, WA0181	1
401	0684953		Warranty, Steering Gear, Sheppard M110, 3 Year WA0201	1
402	0595767		Warranty, Frame, 50 Year, Velocity/Impel, Dash CF, WA0038	1
403	0595698		Warranty, Axle, 3 Year, TAK-4, WA0050	1
404	0530524		Warranty, Axle, 2 Year, Meritor, General Service, WA0046	1
405	0652758		Warranty, ABS Brake System, 3 Year, Meritor Wabco, WA0232	1
406	0019914		Warranty, Structure, 10 Year, Custom Cab, WA0012	1
407	0595813		Warranty, Paint, 10 Year, Cab, Pro-Rate, WA0055	1
408	0524627		Warranty, Electronics, 5 Year, MUX, WA0014	1
409	0647720		Warranty, Pierce LED Strip Lights, WA0203	1
410	0046369		Warranty, 5-year EVS Transmission, Standard Custom, WA0187	1
411	0685945		Warranty, Transmission Cooler, WA0216	1
412	0688798		Warranty, Water Tank, Lifetime, UPF, Poly Tank, WA0195	1
413	0596025		Warranty, Structure, 10 Year, Body, WA0009	1
414	0693127		Warranty, Gortite, Roll-up Door, 6 Year, WA0190	1
415	0516693		Warranty, Pump, Pierce, PUC, 6 Year, WA0039	1
416	0648675		Warranty, 10 Year S/S Pumbing, WA0035	1
417	0657846		Warranty, Foam System, Husky 12, WA0231	1
418	0595820		Warranty, Paint, 10 Year, Body, Pro-Rate, WA0057	1
419	0595412		Warranty, Graphics Lamination, 1 Year, Apparatus, WA0168	1
420	0683627		Certification, Vehicle Stability, CD0089	1
421	0695962		Certification, Engine Installation, Dash CF, ISL9, CD0102	1
422	0686786		Certification, Power Steering, CD0098	1
423	0696029		Certification, Cab Integrity, Dash CF, CD0099	1
424	0695966		Certification, Cab Door Durability, Dash CF, CD0118	1
425	0695932		Certification, Windshield Wiper Durability, Dash CF, CD0120	1
426	0695965		Certification, Electric Window Durability, Dash CF, CD0121	1
427	0695933		Certification, Seat Belt Anchors and Mounting, Dash CF, CD0122	1
428	0695964		Certification, Cab Heater and Defroster, Dash CF, CD0119	1
429	0545073		Amp Draw Report, NFPA 2009 Edition	1
430	0002758		Amp Draw, NFPA Radio Allowance	1
431	0000048		Engineering Attribute - PUMPER/TANKER, 3rd Gen	1
432	0000012		PIERCE CHASSIS	1

Line	Option	Type	Option Description	Qty
433	0004713		ENGINE, OTHER	1
434	0046395		EVS 3000 Series TRANSMISSION	1
435	0520324		PIERCE PUMP	1
436	0020009		POLY TANK	1
437	0028048		FOAM SYSTEM	1
438	0020006		SIDE CONTROL	1
439	0020008		ELKHART VALVES	1
440	0020015		ABS SYSTEM	1
441	0658751		Manufacturing Attribute	1



# Proposal Option List

10/29/2014

<b>Customer:</b>	Leander Fire Department	<b>Bid Number:</b>	448
<b>Representative</b>	Walden, Travis	<b>Job Number:</b>	
<b>Organization:</b>	Siddons-Martin Emergency Group	<b>Bid Date:</b>	
<b>Requirements Manager:</b>		<b>Stock Number:</b>	
<b>Description:</b>	Leander 2015 Dash CF PUC Pumper	<b>DBVersion:</b>	02.00.0565.0000
<b>Body:</b>	Pumper, PUC, Aluminum		
<b>Chassis:</b>	Dash CF Chassis, PUC (Med Block)		

Line	Option	Type	Option Description	Qty
1	0659545		Boiler Plates, PUC Pumper Fire Department/Customer - Leander Fire Department Operating/In conjunction W-Service Center - Operating  Miles - 50 Miles Number of Fire Dept/Municipalities - 2 Bidder/Sales Organization - Siddons-Martin Emergency Group Delivery - Delivery representative Dealership/Sales Organization, Service - Siddons-Martin Emergency Group	1
2	0661794		Single Source Compliance	1
3	0584456		Manufacture Location: Appleton, Wisconsin	1
4	0584452		RFP Location: Appleton, Wisconsin	1
5	0588609		Vehicle Destination, US	1
6	0520877		Comparison Report Required Fill in Blank - 27273	1
7	0670275		Unit to be Similar in some Aspects, Excluding Pump Panel Fill in Blank - 27273	1
8	0533316		Comply NFPA 1901 Changes Effective Jan 1, 2009, With Exceptions	1
9	0533347		Pumper/Pumper with Aerial Device Fire Apparatus	1
10	0588611		Vehicle Certification, Pumper	1
11	0661778		Agency, Apparatus Certification, Pumper/Tanker, U.L.	1
12	0008036		Career/Paid Department	1
13	0000000	STF	Delivery Charge - Pumper	1
14	0536644		Customer Service Website	1
15	0537375		Unit of Measure, US Gallons	1
16	0529326		Bid Bond, 10%, Pierce Built Chassis	1
17	0582697		Performance Bond, 100 Percent w/Warranty Bond, 1 Yr, and Payment Bond Percentage, Contract - 100	1
18	0000007		Approval Drawing	1
19	0683883		Electrical Diagrams, 12V As-Built on CD, Custom Chassis Pumper Diagrams, Hard Copy - One hard copy	1
20	0696035		Dash CF Chassis, PUC (Med Block)	1
21	0000110		Wheelbase Wheelbase - 198.00"	1
22	0000070		GVW Rating GVW rating - 50,500#	1
23	0000203		Frame Rails, 13.38 x 3.50 x .375, Qtm/AXT/Imp/Vel/Dash CF	1
24	0682026		Frame Liner, Internal "C" 12.50" x 3.00" x .25", Reduced "C" At RR	1
25	0030262		Axle, Front, Oshkosh TAK-4, Non Drive, 19,500 lb, Qtm/AXT/DCF	1
26	0030264		Suspension, Front TAK-4, 19,500 lb, Qtm/AXT/Imp/Vel/Dash CF/Enf	1
27	0087572		Shock Absorbers, KONI, on TAK-4 Qtm/AXT/Imp/Vel/DCF/Enf	1
28	0000322		Oil Seals, Front Axle	1
29	0594821		Tires, Front, Goodyear, G296 MSA, 425/65R22.50, 20 ply	1
30	0001656		Wheels, Front, 22.50" x 12.25", Steel, Hub Pilot	1
31	0530467		Axle, Rear, Meritor RS30-185, 31,000 lb, Imp/Vel/Dash CF	1
32	0545719		Top Speed of Vehicle, Non-NFPA Compliant Top Speed of Vehicle - 68	1
33	0122074		Suspen, Rear, Standens, Spring, 31,000 lb, Imp/Vel/Dash CF	1
34	0000485		Oil Seals, Rear Axle	1
35	0582088		Tires, Rear, Goodyear, G291, 315/80R22.50, 20 ply, Single	1

Line	Option	Type	Option Description	Qty
36	0693623		Wheels, Rear, 22.50" x 9.00", Steel, Hub Pilot, Single	1
37	0568081		Tire Balancing, Counteract Beads	1
38	0545391		Tire Pressure Monitoring Valve Cap	1
			Qty, Tire Pressure Ind - 6	
39	0057936		Covers, Lug Nut, Chrome	1
40	0002045		Mud Flaps, w/logo front & rear	1
41	0622787	SP	Valve Extension, Stainless Steel	1
42	0544802		Chocks, Wheel, SAC-44-E, Folding	1
			Qty, Pair - 01	
43	0544806		Mounting Brackets, Chocks, SAC-44-E, Folding, Horizontal	1
			Location, Wheel chock - one under D1 and one under D3 near the rear wheels	
			Qty, Pair - 01	
44	0010670		ABS Wabco Brake System, Single rear axle	1
45	0030185		Brakes, Knorr/Bendix 17", Disc, Front, TAK-4	1
46	0000740		Brakes, Meritor, Cam, Rear, 16.50 x 8.63"	1
47	0020784		Air Compressor, Brake, Cummins/Wabco 18.7 CFM	1
48	0000786		Brake Reservoirs, Four	1
49	0568012		Air Dryer, Wabco System Saver 1200, 2010	1
50	0000790		Brake Lines, Nylon	1
51	0000854		Air Inlet, w/Disconnect Coupling	1
			Location, Air Coupling(s) - a) DS Step Well	
			Qty, Air Coupling (s) - 1	
52	0014130		Air Tank, Additional for Extra Air Horn Capacity	1
53	0518979		Fittings, Special, All Compression Type, On The Apparatus Including Brake System	1
54	0623937		Engine, Cummins ISL9, 450 hp, 1250 ft-lb, W/OBD, EPA 2015, W/REPTO, Dash CF	1
55	0693265		Filter Location, ISL9 w/Repto Engine, Dash CF	1
56	0001244		High Idle w/Electronic Engine, Custom	1
57	0687994		Engine Brake, Jacobs Compression Brake, Cummins Engine	1
			Switch, Engine Brake - e) ISC/ISM/ISL9/ISX Hi Med Lo	
58	0693247		Fan, Hydraulic Drive, Dash CF	1
59	0695216		Air Intake, w/Ember Separator, Dash CF	1
60	0597542		Exhaust System, 4", 2010 ISL9/ISC8.3 Engine, Horizontal, Officer Side	1
61	0695621		Radiator, Dash CF	1
62	0001090		Cooling Hoses, Rubber	1
63	0001125		Fuel Tank, 65 Gallon, Left Side Fill	1
64	0001129		Lines, Fuel	1
65	0582182		DEF Tank, 4.5 Gallon, DS Fill, Rearward of Rear Axle, Common Dr	1
			Door, Material & Finish, DEF Tank - Polished Stainless	
66	0552793		Not Required, Fuel Priming Pump	1
67	0582243		Shutoff Valves, Fuel Line @ Primary Filter, Cummins	1
68	0699437		Cooler, Chassis Fuel, Not Req'd.	1
69	0690880		No Selection Required From This Category	1
70	0642572		Trans, Allison 5th Gen, 3000 EVS P, Imp/Vel/Dash CF/SFR/Enf, With Prognostics	1
71	0625329		Transmission, Shifter, 5-Spd, Push Button, 3000 EVS	1
72	0517604		Transmission Programming, Park to Neutral, PUC	1
73	0684459		Transmission Oil Cooler, Modine, External	1
74	0001370		Driveline, Spicer 1710	1
75	0669988		Steering, Sheppard M110 w/Tilt, TAK-4, Eaton Pump, w/Cooler	1
76	0001544		Not Required, Steering assist cylinder on front axle	1
77	0509230		Steering Wheel, 4 Spoke without Controls	1
78	0559647		Pierce Logo on Horn Button	1
79	0557812		Bumper, 19" Extended Steel Painted, AXT, DCF, SFR, Enf	1
80	0510226		Lift & Tow Package, Imp/Vel, AXT, Dash CF	1
81	0522573		Tow Hooks Not Required, Due to Lift and Tow package	1
82	0012256		Tray, Hose center, 19" bumper w/outside Air Horns	1
			Grating, Bumper extension - Grating, Rubber	
			Capacity, Bumper Tray - 19) 100' of 1.75"	
83	0032300		Mounting Holes, For License Plate, Frt Bumper	1
84	0591012		Hose Restraint, Bumper Tray, Straps with Fasteners	1
			Qty, - 01	

Line	Option	Type	Option Description	Qty
84			Type of fastener - seat belt buckle fastener Location 7 - center	
85	0698960		Coating, Top Flange, Front Bumper, Outside Exterior, Line-X Coating, Black	1
86	0696031		Cab, Dash CF, 7011 Raised Roof, PUC	1
87	0684778		Engine Tunnel, ISL, Dash CF	1
88	0677478		Rear Wall, Exterior, Cab, Aluminum Treadplate	1
89	0695979		Cab Lift, Elec/Hyd, Dash CF	1
90	0695930		Grille, Bright Finished, Front of Cab, Dash CF/Enforcer	1
91	0647932		Not Required, Trim, S/S Band, Across Cab Face, AXT/Dash CF/Saber/Enforcer	1
92	0087357		Molding, Chrome on Side of Cab	1
93	0521669		Mirrors, Retractable, West Coast Style, Htd/Rmt, w/Htd/Rmt Convex	1
94	0695996		Door, Half-Height, Dash CF Cab, Raised Roof	1
95	0655592		Door Panel, Polished Stainless Steel, Dash CF Cab	1
96	0695425		Storage Pockets w/ Elastic Cover, Recessed, Dash CF	1
97	0695990		Controls, Electric Roll-Up Windows, 4dr, 4 Driver Controls, Dash CF	1
98	0695976		Steps, 4-Door Cab, Dash CF	1
99	0674526		Lights, Cab & Crew Cab Access Steps, LED, Recessed, 1 Lt, Per Step, Dash CF	1
100	0005772		Fenders, S/S on cab, w/Radius corner, 2.00" wide	1
101	0042105		No Windows, Side of Crew Cab	1
102	0695218		Not Required, Windows, Front of raised roof, Dash CF	1
103	0694506		Not Required, Windows Rear of Crew Cab, Dash CF	1
104	0585486		Tint, Windows, Crew cab, Raised roof, Vel/Imp, Dash CF	1
105	0695940		Compt, Storage, (1) Each Side Crew Cab, Under Floor, Dash CF	1
106	0692913		Glove Box, Front of Officer, Dash CF	1
107	0637698	SP	Tray, Storage, Center, Over Eng Tunnel, 31 W x 6 H x 32 D, w/Arm Rests, DCF Material Finish, Cab Interior - Painted	1
108	0657934		Tray, Equipment Mounting, Aluminum, Lip Location - on the engine tunnel ahead of the storage compartment to the transition. dimensions shall be 31.00" wide x 14.00" deep. Qty, - 01 Material Finish, Cab Interior - Painted Lip - 2.00"	1
109	0657893		Mounting Plate, Aluminum, Cab Interior Location - in the area just in front of the engine tunnel behind the driver and officers seat Qty, - 01 Size - full width and full length Mounting Provision Spacing - .75" Material Finish, Cab Interior - Painted	1
110	0693309		Cab Interior, Metal, Turnout Tuff Headliner, Dash CF Color, Cab Interior Vinyl/Fabric - m) Gray	1
111	0696028		Cab Interior, paint color, Dash CF Color, Cab Interior Paint - i) fire smoke gray	1
112	0509532		Floor, Rubber Padded Cab & Crew Cab, Imp/Vel, Dash CF	1
113	0695989		Heater/defroster, Dual Zone Control, Dash CF	1
114	0695970		Air Conditioning, Dash CF, Dual Zone Control, Center Mount	1
115	0639675		Sun Visor, Smoked Lexan, AXT, Dash CF, Imp/Vel, Saber FR/Enforcer Sun Visor Retention - No Retention	1
116	0695363		Grab Handles, Driver, Officer and Crew Cab Door Posts, Dash CF	1
117	0674790		Light, Engine Compt, Dash CF, 2lts	1
118	0696003		Fluid Check Access, Dash CF	1
119	0649507		Drawer, Slide-Out, Full Face, 21W x 10H x 15D, Under Ctr Seat Riser, Push Close, DCF Z Size, High - *	1
120	0649172		Side Roll and Frontal Impact Protection, Dash CF	1
121	0000109		Seating Capacity, Cab Qty, - 06	6
122	0692898		Seat, Driver, Pierce PS6, Premium, Safety, Air Ride Hi-Back, Dash CF	1
123	0692887		Seat, Officer, Pierce PS6, Premium, Safety, Air Ride, SCBA, Dash CF	1
124	0695918		Radio Compt, Center Console, Dash CF	1
125	0695761		Not Required, Seat, Forward Facing Front, Center	1
126	0692873		Seat, Rr Facing C/C, DS Outboard, Pierce PS6, Premium, Safety, SCBA, Dash CF	1

Line	Option	Type	Option Description	Qty
127	0692864		Seat, Rr Facing C/C, PS Outboard, Pierce PS6, Premium, Safety, SCBA, Dash CF	1
128	0695278		Seat, Fwd Facing C/C, DS Outbrd, Pierce PS6, Base Safety, Foldup, SCBA Recessed, DCF	1
129	0103319		Not Required, Seat, Forward Facing C/C, Center	1
130	0695267		Seat, Fwd Facing C/C, PS Outbrd, Pierce PS6, Base Safety, Foldup, SCBA Recessed, DCF	1
131	0566653		Upholstery, Seats In Cab, Turnout Tuff Color, Cab Interior Vinyl/Fabric - m) Gray	1
132	0543991		Bracket, Air Bottle, Hands-Free II, Cab Seats Qty, - 05	5
133	0675859		Add Arm Rest, Driver Seat, Dash CF Location, Arm Rest - Inboard	1
134	0675856		Add Arm Rest, Officer Seat, Dash CF Location, Arm Rest - Inboard	1
135	0553393		Seat Belt Height Adjustment, Imp/Vel, Dash CF Qty, - 06	6
136	0547293		Seat Belts, Red	1
137	0691237		Seat Belt Monitoring System	1
138	0543133		Bracket, Helmet Holder, Zico UHH-1 Qty, Helmet Storage Brkt - 5	1
139	0647638		Lights, Dome, Weldon Dual LED 4 Lts Color, Dome Lt - Red & White Color, Dome Lt Bzl - Black Control, Dome Lt White - Door Switches Control, Dome Lt White - Lens Switch Control, Dome Lt Color - Lens Switch	1
140	0631779		Light, Map, Overhead, Round Halogen, AXT/Imp/Vel/Dash CF, Hawk EX 12vdc power from - Battery switched	1
141	0555813		Handlights, (4) Streamlight, Fire Vulcan, 44451, C4 LED, Tail Lts, 12v, Orange Location, lights - on the mounting plate inside the cab with a 4' coil of wire - exact location to be determined at final inspection.	1
142	0597580		Handlight, Streamlight, Fire Vulcan, 44451, C4 LED, Tail lights, 12v, Orange Qty, Lights - 02 Location, lights - on the mounting plate inside the cab with a 4' coil of wire - exact location to be determined at final inspection.	2
143	0568369		Cab Instruments, Ivory Gauges, Chrome Bezels, Impel/Velocity 2010, Dash CF	1
144	0509511		Air Restriction Indicator, Imp/Vel, AXT, Dash CF	1
145	0543751		Light, Do Not Move Apparatus Alarm, Do Not Move Truck - Pulsing Alarm	1
146	0509042		Messages, Open Door/Do Not Move Truck, Imp/Vel, Vel SLT, AXT, Dash CF/Enf	1
147	0509921		Switching, Cab, Membrane, Impel/Velocity/Quantum, AXT MUX, Dash CF Location, Emerg Sw Pnls - Driver's Side Overhead	1
148	0555915		Wiper Control, 2-Speed with Intermittent, Impel/Velocity, Dash CF, AXT MUX	1
149	0548015		Wiring, Spare, 30 A 12V DC 1st Qty, - 01 12vdc power from - Battery direct Wire termination - t) terminal strip Location - on the side wall of the cab between the officer and rear facing crew seat - for TIC, GAS DETECTOR, ETC.	1
150	0548004		Wiring, Spare, 15 A 12V DC 1st Qty, - 01 12vdc power from - Battery direct Wire termination - p) 15 amp power point plug Location - on the officers side of the center console	1
151	0547505		Wiring, Spare, 10 A 12V DC 1st Qty, - 02 12vdc power from - Battery direct Wire termination - b) butt splice Location - (1) under the center flat area between the driver and officer (secured to the ceiling so the drawer will not rub the wiring and (1) behind the upper panel of the center instrument area on the officers side for the MDC	2
152	0536357		Modification, PUC Gauges, Pump Pressure, Water Level & Foam, Special Location Location - center console facing the driver next to switch panel #7 where the diff lock would be located.	1

Line	Option	Type	Option Description	Qty
153	0594194		Radio, AM/FM/CD/WB/Aux in, Panasonic Speakers, AM/FM Radio - Two (2) pairs of speakers, Cab/Crew Antenna, AM/FM Radio - c) Roof-mounted rubber antenna Location, AM/FM Radio - b) within reach of the officer	1
154	0087852		Vehicle Information Center, 7" Color Display, MUX	1
155	0543930		Vehicle Data Recorder, Dual Module	1
156	0593257		Intercom, David Clark, 6-Pos, 2-Radio, D,O,4C location, intercom, C Cab - 4) 4 forward facing seats	1
157	0637058		David Clark Universal Radio Interfaces Included with Single/Dual System Location, Radio Interface - TO BE DETERMINED	1
158	0589947		Headset, David Clark, H3432 Over The Head, Flex Mic, Push On Push Off Qty, - 06 Location - at each seat position	6
159	0681408		Hangers For Headsets, NFPA, Each Location - at all cab seats Qty, - 06	6
160	0699193		Install Customer Provided Antenna Whip(s) Only Location - on the cab roof Qty, - 02	2
161	0559505		Install Customer Provided GPS Antenna(s) Location - behind the upper panel of the center instrument panel area on the officers side - MDC Qty, - 01	1
162	0559156		Install Customer Provided Two-Way Radio(s) Location - above the officer in the center position - location #5 Qty, - 01	1
163	0696443		Antenna Mount, Custom Chassis, Cable Routed to Overhead Switch Area Location - to location #5 in front of the officer overhead Qty, - 02	2
164	0589496		Camera System, Zone Defense, Rear Camera Only to Mux Display Camera System Audio - Not Provided	1
165	0511071		Guard, 4-Way, Rear Vision Camera Qty, - 1 Location - in the rear	1
166	0641136	SP	Distance Sensor System for Zone Defense Camera Systems	1
167	0672544		Key Storage, Knox-Box®, KeySecure 4, P/N 2660, WiFi, Blue Strobe, Cab Surface Mt Location - on the right most portion of the dash in front of the officer by the A post	1
168	0624239		Pierce Command Zone, Advanced Electronics & Control System, Dash CF	1
169	0624263		Electrical System, Dash CF	1
170	0079166		Batteries, (4) Exide Grp 31, 950 CCA each, Threaded Stud	1
171	0008621		Battery System, Single Start, All Custom Chassis	1
172	0696026		Battery Compartment, Dash CF	1
173	0683808		Charger, Sngl Sys, Kussmaul, Pump Plus 1200, 091-9-1200-194-WT-** Color, Kussmaul Cover - b) red	1
174	0696828		Location, Charger/Compr, DS Hatch Compt, Cover	1
175	0530951		Location, Battery Charger Indicator, DS Behind Cab Door	1
176	0016857		Shoreline, 20A 120V, Kussmaul Auto Eject, "Super" 091-55-20-120 Color, Kussmaul Cover - b) red Connection, Shoreline - to the battery charger Qty, Shoreline - 1	1
177	0026800		Shoreline Location Location, Shoreline(s) - DS Cab Side	1
178	0566294		Alternator, 430 amp, Niehoff C680-1	1
179	0092582		Load Manager/Sequencer, MUX Enable/Disable Hi-Idle - e)High Idle enable	1
180	0632735		Not Required, Custom Chassis	1
181	0648542		Headlights, Rectangular HID, AXT/Dash CF/Saber/Enforcer	1
182	0648425		Light, Directional, Whelen 600 LED Combination, Cab Corners, Imp/Vel/AXT/Qtm/DCF Color, Lens, LED's - m)match LED's	1
183	0648074		Lights, Clearance/Marker/ID, Front, P25 LED, 7 Lts	1

Line	Option	Type	Option Description	Qty
184	0088869		Lights, Clearance/Marker/ID, Rear, Truck-Lite 26250R LED 7Lts	1
185	0647929		Lights, Clearance/Marker, Cab, Front Side, Truck-Lite 19036Y LED, AXT MUX, DCF	1
186	0517025		Lights, Tail, Wrap-around, Stop/Tail, Turn & Backup LED, Tri-Cluster	1
187	0085910		Lights, Backup Included in Signal Cluster	1
188	0664481		Bracket, License Plate & Light, P25 LED	1
189	0589905		Alarm, Back-up Warning, PRECO 1040	1
190	0521285		Light, Directional/Marker, Intermediate Light, Truck-Lite Model 60115Y LED	1
191	0666455		Lights, Perimeter Scene Cab Exits, Amdor LumaBar H2O, AY-9500-020 20" LED 4 Dr	1
192	0547523		Lights, Perimeter Scene, (4) Amdor Lumabar, H2O, AY-9500-020 LED w/Bracket Switch, Location, Perim - Parking brake	1
193	0556337		Lights, Step, P25 LED at Rear Tailboard, 2lts Perm Lts	1
194	0692048		Light, FRC, 12V SPA260-Q15 LED, Surface Mount 2nd Location, lights - PS - one at the rear of the body and one between the cab doors as high as possible Qty, - 02 Switch, Lt Control 1 DC,1 - a) DS Switch Panel Switch, Lt Control 2 DC,2 - e) No Control Switch, Lt Control 3 DC,3 - d) No Control Switch, Lt Control 4 DC,4 - d) No Control	2
195	0692062		Light, Visor, FRC, 12V SPA851-Q20 LED 1st Qty, - 01 Location, driver's/passenger's/center - centered Switch, Lt Control 1 DC,1 - a) DS Switch Panel Switch, Lt Control 2 DC,2 - e) No Control Switch, Lt Control 3 DC,3 - d) No Control Switch, Lt Control 4 DC,4 - d) No Control Color, FRC/Rom Lt Housing - FRC, White	1
196	0692047		Light, FRC, 12V SPA260-Q15 LED, Surface Mount 3rd Location, lights - on the rear bulkhead as high as possible - DS Qty, - 01 Switch, Lt Control 1 DC,1 - a) DS Switch Panel Switch, Lt Control 2 DC,2 - c) DS Rear of Apparatus Switch, Lt Control 3 DC,3 - d) No Control Switch, Lt Control 4 DC,4 - d) No Control	1
197	0692052		Light, FRC, 12V SPA260-Q15 LED, Surface Mount 1st Location, lights - DS - one at the rear of the body and one between the cab doors as high as possible Qty, - 02 Switch, Lt Control 1 DC,1 - a) DS Switch Panel Switch, Lt Control 2 DC,2 - e) No Control Switch, Lt Control 3 DC,3 - d) No Control Switch, Lt Control 4 DC,4 - d) No Control	2
198	0657535		Lights, Work, (2) Whelen PELCC LED, w/Alternative Hose Bed Lights Switch, Scene Lt Cntrl - a)driver sw panel	1
199	0645877		Lights, Hose Bed, Sides, Dual LED Light Strips Control, Hose Bed Lts - Cup Switch At Rear	1
200	0645677		Lights, Not Required, Rear Work, Alt. 12 Volt Lights At Rear Body	1
201	0518282		Pumper, PUC, Aluminum	1
202	0554271		Body Skirt Height, 20"	1
203	0515536		Tank, Water, 750 Gallon, Poly, T-Shape, Form Fitting, PUC	1
204	0003405		Overflow, 4" Water Tank, Poly	1
205	0028104		Foam Cell Required	1
206	0633066		Sleeve through Tank Qty, Sleeve - 1 Water Tank Sleeve - Plumbing/Hydraulic Diameter - 3" Plumbing	1
207	0553725		Restraint, Water Tank, Heavy Duty, Special Type Tank, 4x4, or Export	1
208	0695193		Tank Fill, 2.50" Automatic, On Main Intake Valve, Driver or Pass Side, Elk, PUC Qty, - 01 Location, driver's/passenger's/center - driver's	1
209	0003424		(No Dump Valve required)	1
210	0048710		Jet Assist Not Req'd	1

Line	Option	Type	Option Description	Qty
211	0030007		(No Dump Chute Required)	1
212	0514778		Not Required, Switch, Tank Dump Master	1
213	0597043		Body Height, PUC	1
			Body Height - 92.00"	
214	0199241		Hose Bed, Aluminum, Pumper, PUC	1
215	0003482		Hose Bed Capacity, Additional	1
			Capacity, Hosebed - 1000' of 5" and 500' of 3"	
216	0003488		Divider, Hose Bed, Unpainted	1
			Qty, Hosebed Dividers - 1	
217	0530804		Cover, Hose Bed, Alum Treadplate	1
218	0538045		Flap, Rear of Alum Hose Bed Cover, Vinyl, Paddle Seat Belt Buckles	1
			Color, Vinyl Cover - a) red	
219	0670766		Runningboard, Flip Out, PUC	1
220	0683043		Tailboard, 12" Deep, Full Width, Angled Corners, PUC	1
221	0690029		Wall, Rear, Body Material, PUC, PUC Tanker, PRM	1
222	0003531		Tow Bar, Under Tailboard	1
223	0656692		Construction, Compt, Alum, Pumper, PUC, Dash CF	1
224	0510105		DS 189" Rollup, (1) 62" Fwd, (1) 52" Rr, Standard Depth, PUC	1
225	0510106		PS 189" Rollup, (1) 62" Fwd Full Height & Depth, (1) 52" Rr Std Depth, PUC	1
226	0692733		Doors, Rollup, Gortite, Side Compartments	6
			Qty, Door Accessory - 06	
			Color,Gortite,Roll-upDoor - Painted	
			Latch, Gortite, Roll-up - Non-locking Liftbar	
227	0557309		Rear - Rollup Dr/40.50" FF, w/Tailboard, PUC	1
228	0692743		Door, Gortite, Roll-up, Rear Compartment, PUC	1
			Color,Gortite,Roll-upDoor - Satin finish	
			Latch, Gortite, Roll-up - Non-locking Liftbar	
229	0003918		Pull Strap for Doors	6
			Qty, Door Accessory - 06	
			Location, Door Accessory - on all side compartment doors	
230	0689549		Lights, Compt, Pierce LED, Dual Light Strips, Each Side of Door	7
			Location - in all body compartments	
			Qty, - 07	
231	0562348		Fasteners, Mechanical, Strip Lighting In Compartments	1
232	0530251	SP	189" Hatch, (2) Lift-up, 21" W DS/14"W PS, PUC	1
			Size, Hatch Compt, Height - 22.00"	
233	0688124		Lights, Hatch Compt, LED Strip Light, 189", Both Sides	1
234	0687145		Shelf Tracks, Recessed, PUC/3rd Generation	1
235	0687108		Shelves, Adjustable, 500 lb Capacity, Full Width/Depth, Painted, 3rd Gen	6
			Qty, Shelf - 06	
			Location, Shelf - D1 upper, D3 upper, R1, P1, and (2) in P3	
236	0553888		Tray, 500 lb Slide-out, 2" Sides, Painted, Adj. Height, 3G	1
			Location - in P3 above the Little Giant ladder	
			Qty, Tray (slide-out) - 01	
237	0647772		Tray, Floor Mounted, Slide-Out, 500lb, 2.00" Sides, 3G	2
			Qty, - 02	
			location - D1 and P1	
			Material - paint to match compt interior	
238	0544614		Toolboard, Swing-out, Alum, .188", Peg Board, 3G	1
			location - D2	
			Qty - 1	
			Location, Pivot - Front	
			Mounting, Toolboard - Adjustable Frt-back	
			Hole Diameter, Pegboard/Toolboard - .203" diameter	
			Finish, Pegboard/Toolboard - Painted	
239	0519798		Little Giant Ladder Storage, Model 17, Jump Compt PUC	1
240	0524973		Partition, Trans Rear Compt, PUC	2
			Qty, Partition - 02	
			Location, Partition - c) both sides	
241	0078342		Partition, Hatch Compt	1
			Location - just behind the battery charger to protect it from damage	

Line	Option	Type	Option Description	Qty
241			Qty, Partition - 01	
242	0659095		Pegboard, 3/16" Alum, Rear Wall Compt, w/Track Location - D2, P2, and D3 upper Qty, Comp. Accessory - 03 Hole Diameter, Pegboard/Toolboard - .203" diameter	3
243	0063064		Finish, Pegboard/Toolboard - Painted Rub Rail, Aluminum Extruded, Side of Body, 3rd Gen Body	1
244	0515441		Fender Crowns, Rear, S/S, W/Removable Fender Liner, Pumper, 3rd Gen	1
244	0000000	STF	Hose, Hard Suction, Kochek 2P6071, 6" Hose with 5" Storz Couplings Qty, Hard Suction Hose - 2	2
245	0519748		Troughs, H.S.H. Horz in Hose Bed, (2), One Side, PUC Location, driver's/passenger's/center - passenger's	1
246	0527021		Handrails Located @ Front Body	1
247	0664688		Handrails, Rear, PUC	1
248	0000941		No Rear Hose Bed Handrail Required	1
249	0004150		Handrail, Extra - 15-20" Long Location, Handrails - forward of crosslays - one each side 20.00" long Qty, Handrails - 02	2
250	0636301		Compt, Extinguisher (2) in Fender Panel, Triangular Door Location, Bracket/comp. - behind the rear wheels on the PS Qty, - 1 Door Finish, Fender Compt - Polished Latch, Air Bottle Compt - Flush Lift & Turn Insert, Air Bottle Compt - Rubber Matting	1
251	0657651		Compt, Air Bottle, Double, Full Width Door, Fender Panel Qty, Air Bottle Comp - 2 Door Finish, Fender Compt - Polished Location, Fender Compt - Double - DS Fwd Location, Fender Compt - Double - PS Fwd Latch, Air Bottle Compt - Flush Lift & Turn Insert, Air Bottle Compt - W-Shaped Insert	2
252	0004225		Ladder, 24' Duo-Safety 900A 2-Section	1
253	0004230		Ladder, 14' Duo-Safety 775A Roof	1
254	0637942		Ladders Btwn Tank & S.Sht, Built Into Body, DS, Pumper Style PUC Door, Material & Finish, Ladder Storage - c) smooth aluminum Latch, Door Ladder Storage - "D" Handle latch	1
255	0053140	SP	Rack, Backboard in Ladder Compartment Qty, - 1 Size, Ladder/Pike Pole - 73" X 18" X 2" thick	1
256	0014245		Ladder, Folding, 10' 585A, Duo-Safety, w/Mounting Location, Fold Ladder - d) Ladder comp	1
257	0653608		Ladder, Little Giant, Revolution XE 12017 - Model 17 Location - horizontal in P3	1
258	0548184		Pike Pole, 8' Akron, Fiberglass Qty, Pike Poles - 1 Location - in ladder storage area	1
259	0565031	SP	Pole, Pike 6' Fire Hooks Unlimited, Gator-Back, GBH-6 Qty, Pike Poles - 2 Location - in pike pole tubes	2
260	0667093		Compt, Long Item Storage, In Upper Body (1) DS, Smooth Alum Door, PUC	1
261	0004361		Tubes, Alum, Pike Pole Storage Location - in the long tool storage above the ladders Qty, Pike Pole Tubes - 03	3
262	0521734		No Steps Required, Front Of Body, PUC	1
263	0695136	SP	Ladder, Zico Quic-Ladder, Model RL-2-6, PUC Location - passenger	1
264	0692213		Pump, Pierce, 1500 Single Stage, Dash CF PUC	1
265	0515822		Mechanical Seals, Silicon Carbide	1
266	0091446		Pump Setup Charges N/A	1
267	0515705		Gearcase, Pierce Pump, REPTO-Clutch Drive	1
268	0521309		Pumping Mode, Pump and Roll/Stationary, Basic, PUC	1
269	0515829		Pump Shift, Sure-Shift	1

Line	Option	Type	Option Description	Qty
270	0515833		Transmission Lock-up, Not Req'd, Park to Neutral, Pump, PUC	1
271	0515835		Auxiliary Cooling System, PUC	1
272	0014486		(No Transfer Valve Required on 1 Stage Pump)	1
273	0650961		No Intake Relief Valve Required, Relief Valve Provided Elsewhere	1
274	0515838		Controller, Pressure, Pierce, PUC	1
275	0072153		Primer, Trident, Air Prime, Air Operated	1
276	0516694		Manuals, Pump (2), CD, Pierce Pump	1
277	0519952		Plumbing, Stainless Steel & Hose, PUC	1
278	0064656		Not Required, Black Iron Pipe with Stainless Steel Plumbing	1
279	0517852		Inlets, 6.00" - 1500 GPM, Pierce Pump	1
280	0519504		Cap, Main Pump Inlet, Provided by Dealer	1
281	0648368		Valve, Pierce BFV, w/Relief, DS Main Inlet, 6", Electric, Manual Override, PUC	1
282	0648369		Valve, Pierce BFV, w/Relief, PS Main Inlet, 6", Electric, Manual Override, PUC	1
283	0687773		Valves, Elkhart Unibody - All Ball Valves, PUC	1
284	0004660		Inlet, LH Side, 2.50" Gated	1
285	0029147		No Auxiliary Inlet Required on RH Side	1
286	0520002		Valve, Inlet(s) Recessed, Side Cntrl, PUC	1
			Qty, Inlets - 1	
287	0055720		Adapter, Side Inlet, 6" FNST x 5" Storz w/Cap	2
			Qty, Adapter for Inlet - 2	
			Location, driver's/passenger's/center - driver & passenger	
288	0521137		Anode, Zinc, Pair, Pump Inlets, PUC	1
289	0004700		Control, Inlet, at Valve	1
290	0092569		No Rear Inlet (Large Dia) Requested	1
291	0092696		Not Required, Cap, Rear Inlet	1
292	0064116		No Rear Inlet Actuation Required	1
293	0009648		No Rear Intake Relief Valve Req'd	1
294	0092568		No Rear Auxiliary Inlet Requested	1
295	0563738		Valve, .75" Bleeder, Aux. Side Inlet, Swing Handle	1
296	0520277		Tank to Pump, (1) 3.00" Valve, 4.00" Plumbing, PUC	1
297	0595508		Outlet, 1.50" Tank Fill, PUC	1
298	0516755		Outlets, Left Side, 2.50" (2), PUC	1
299	0651151		Outlet, Right Side, 2.50", (1), Electric Elkhart UBEC2 Controller, PUC	1
300	0651264		Outlet, 4.00" w/4.00", Right, Electric, Elkhart UBEC2 Controller, PUC	1
301	0648906		Outlet, Front, 2.50" w/2.50" Plumbing	1
			Fitting, Outlet - 2.50" NST with 90 degree swivel	
			Drain, Front Outlet - Class 1 Automatic	
			Location, Front, Single - top of right bumper	
302	0516777		Outlet, Rear, 2.50", (1), Through Tank, PUC	1
			Qty, Discharges - 01	
			Location, Outlet - a) passenger's side	
303	0537394		Not Required, Outlet, Rear, Additional, PUC	1
304	0085076		Caps for 1.50" - 3.00" Discharges - VLH	1
305	0563739		Valve, 0.75" Bleeder, Discharges, Swing Handle	1
306	0055095		Not Required, Elbow, Left Side Outlets, 2.50"	1
307	0021134		Not Required, Elbow, Right Side Outlets	1
308	0045091		Elbow, Rear Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	1
309	0537395		Not Required, Elbow, Rear Outlets, Additional	1
310	0699320		Adapter, 4.00" FNST x 5.00" Storz, w/Cap, PUC	1
			Qty, - 1	
311	0694627		Control, Outlets, Swing Handle, Elect PS Outlets, Elkhart, Press Display, PUC	1
312	0516865		Outlet, 3.00" Deluge w/2.50" Valve, w/Elkhart Electric Extender 18", PUC	1
313	0544576	SP	Monitor, Elkhart "Stinger" RF Electric, 5" Storz Base, Hand Held & Panel Remote	1
314	0058724		Nozzle, Elkhart SM-1250E, 1,250 GPM - Electric	1
315	0544561	SP	Mount, Elkhart #8298 (for Elkhart Stinger), Adapter, Flange Called Out	1
316	0692107		Crosslays, Low Mount, (2) 1.50", Full Width, Std. Cap, w/Poly Trays, PUC, DCF	1
317	0692095		Deadlay (1) No Plumbing, Full Width, Std Capacity, w/Poly Tray, PUC, DCF	1
318	0533672		Not Required, Hose Restraint, Crosslay, PUC	1
319	0692794		Doors, Crosslay, Roll-up Gortite, Each End, Full Height, Full Width, PUC	1
			Color,Gortite,Roll-upDoor - Painted	

Line	Option	Type	Option Description	Qty
319			Latch, Gortite, Roll-up - Non-locking Liftbar	
320	0674813	SP	Tray(s), Poly, As Wide as Possible, IPOS, Crosslays, PUC Location - in the lower crosslay area Qty, - 02	2
321	0676021		Foam Sys, Husky 3, Single Agent, PUC, Multi Select Feature Discharge, Foam Locations - Crosslay Lower Rear Discharge, Foam Locations - Crosslay Lower Front Discharge, Foam Locations - Front Bumper Right Side Discharge, Foam Locations - Rear Outlet Right Side	1
322	0535281		Hercules CAFS, 140 CFM, Hydraulic Drive, PUC Fill in Blank - both speedlays, the front bumper, and the rear discharge Amount of Disc. W/ CAFS - 4 CAF with a second pump - No second pump	1
323	0592527		Refill, Foam Tank, Integral, Husky 3	1
324	0555411		Demonstration, Foam System, At Pierce, with Foam	1
325	0530519		Foam Cell, 30 Gallon, Not Reducing, PUC Type of Foam - Class "A" Foam, Brand Name - US Foam	1
326	0697589		Drain, 1.00", Foam Tank #1, Husky 3 Foam System	1
327	0091079		Not Required, Foam Tank #2	1
328	0091112		Not Required, Foam Tank Drain	1
329	0515692		Pump Operators Panel, 31", " Control Zone", PUC	1
330	0032479		Pump Panel Configuration, Control Zone	1
331	0516975		Material, Pump Panels, Operators Brushed Stainless, Sides Brushed Stainless, PUC	1
332	0516978		Pump and Plumbing Access, Simple Tilt Service, PUC	1
333	0520016		Not Required, Pumphouse Structure, PUC	1
334	0520326		Light, Pump Compt, PUC	1
335	0516983		Engine Indicators, Included With Pierce Pressure Controller, PUC	1
336	0005601		Throttle Included w/ Pressure Controller	1
337	0549333		Indicators, Engine, Included with Pressure Controller	1
338	0527795		Control, Air Horn at Pump Panel w/Red Switch	1
339	0673431	SP	Switch w/Ind, Pump Panel for Warning Light, 12 VDC Fill in Blank - For intermediate warning light rear of the crew cab doors.	1
340	0511078		Gauges, 4.00" Master, Class 1, 30"-0-600psi	1
341	0511100		Gauge, 2.00" Pressure, Class 1, 30"-0-400psi	1
342	0539612		Gauge, Master Pump Flowmeter, FRC , PUC	1
343	0517009		Gauge, Water Level, Pierce, In pressure Controller, w/Mini Slave, PUC Activation, Water Level G - pg) pump in gear	1
344	0062992		Gauge, Foam Level, (1) Tank, Class 1	1
345	0653081		Light, Pump Operator & Panel, Side Ctrl, PUC, 60354C LED Cab & LED OH	1
346	0508025		Air Horns, (2) Hadley 6" Round in Bumper Outside Frame Location, Air Horn (bmpr) - one each side	1
347	0081045		Control, Air Horn, DS Foot Sw, PS Sw Overhead	1
348	0505417		Siren, Whelen 295HFSC9, Dual Tone, 200W	1
349	0047779		Location, Elect Siren, Recessed in Switch Panel Location - in Switch panel #7	1
350	0629170	SP	Control, Elec Siren, PS Overhead Switch and Horn Ring	1
351	0561882		Speaker, Whelen SA315P, 100 watt Qty, Speakers - 2 Connection, Speaker - siren head	2
352	0678617		Location, Recessed in the Front Bumper, Driver and Passenger Side Corners	1
353	0016080		Siren, Federal Q2B	1
354	0006095		Siren, Mechanical, Mounted Above Deck Plate Location, Siren, Mech - a) Left	1
355	0015014		Control, Mech Siren, DS Foot Sw, PS Overhead Sw	1
356	0006086		Switch, Second Siren Brake	1
357	0676796		Lightbar, Whelen, Freedom, FN**QLED, 8-R, 2-W, 2-RC Length, WIn Lightbar - 82" Color, Lens, LED's - c)clear	1
358	0016380		No Additional Lights Req'd, Side Zone Upper	1

Line	Option	Type	Option Description	Qty
359	0552831		Light, Front Zone, Whelen M6# LED, Split Color, Clear Lens, 4lts Q Bezel Color, Lt DS Frnt Out Spl - a) Red and White Color, Lt PS Frnt Out Spl - a) Red and White Color, Lt DS Frnt Ins Spl - b) Red and Blue Color, Lt PS Frnt Ins Spl - b) Red and Blue	1
360	0556802		Lights, Side Zone Lower, Whelen M6* LED, Split Color, Clear Lens, 3pr, Ovr 25 Location, lights mid - behind the crew cab door Location, lights rear - in the rear fender panel area Location, Lights Frt Side - b)each side bumper Color, Lt Side Frnt Split - Red and Amber Color, Lt Side Mid Split - Red and White Color, Lt Side Rear Split - Red and Amber	1
361	0540783		Lights, Rear Zone Lower, Whelen M6*C LED, Clear Lens Color, Lt DS Rear - r) DS Rear Lt Red Color, Lt PS Rear - r) PS Rear Lt Red	1
362	0541152		Lights, Rear/Side Up Zone, Whelen M6*C LED, Clear Lens 4lts Color, Lt, Side Rer Up DS - Side Rear Upper Red Color, Lt, Side Rer Up PS - Side Rear Upper Red Color, Lt, Rer Up DS - r) DS Rear Upper Red Color, Lt, Rer Up PS - r) PS Upper Rear Red	1
363	0006551		Not Required, Lights, Rear Upper Zone Blocking	1
364	0537807		Mtg, Rear Warn Lts, Side Sheets & Rear of Body Bulkheads	1
365	0529686		Light, Traffic Directing, Whelen TAM65 36" Long LED Activation, Traffic Dir L - r)with rear upper zone	1
366	0551728		Location, Traf Dir Lt, Recessed with S/S Trim	1
367	0530281		Location, Traf Dir Lt Controller, Center Console	1
368	0519934		Not Required, Brand, Hydraulic Tool System	1
369	0007150		Bag of Nuts and Bolts Qty, Bag Nuts and Bolts - 1	1
370	0532883		NFPA Required Loose Equipment, Pumper, Provided by Fire Department	1
371	0519913		Not Required, Soft Suction Hose	1
372	0533269		Extinguisher, Dry Chemical, Pumper, Provided by Fire Department	1
373	0533278		Extinguisher, 2.5 Gal. Pressurized Water, Pumper, Provided by Fire Department	1
374	0532921		Axe, Flathead, Pumper, Provided by Fire Department	1
375	0532924		Axe, Pickhead, Pumper, Provided by Fire Department	1
376	0559682		Paint, Two Tone, Cab, w/Shield, Custom Cab Paint, Color - #90 Red Lower Paint Color, Upper Area - #10 White upper	1
377	0646901		Paint Chassis Frame Assy, With Liner, E-Coat, Standard Paint Color, Frame Assembly - Black	1
378	0645644		No Pick Required	1
379	0693798		Paint, Front Wheels Paint, Wheels - Red #90	1
380	0693793		Paint, Rear Wheels, Single Axle Paint, Wheels - Red #90	1
381	0007230		Compartment, Painted, Spatter gray	1
382	0637719	SP	Reflective Band, 10" with 11" Orange Vinyl Base (Leander, TX) Color, Reflect Band - A - a) white	1
383	0547618		Stripe, Diamond Grade, Chevron, Front Bumper Size, Chevron Striping - 06 Color, Chevron DG - Yellow Green, Fluorescent	1
384	0593732		Stripe, Chevron, Rear, Diamond Grade, Pumper, PUC Color, Rear Chevron DG - fluorescent yellow green	1
385	0065687		Stripe, Reflective, Cab Doors Interior Color, Reflective - c) ruby red	1
386	0033179		Lettering Specifications, Reflective	1
387	0686116		Lettering, Reflective, 10.00", (1-20) Outline, Lettering - Outline and Shade	1
388	0686077		Lettering, Reflective, 3.00", (81-100) Outline, Lettering - Outline and Shade	1
389	0686002		Lettering, Reflective, 8.00", Each Qty, Lettering - 08	8

Line	Option	Type	Option Description	Qty
389			Outline, Lettering - Outline and Shade	
390	0685993		Lettering, Reflective, 10.00", Each	4
			Qty, Lettering - 04	
			Outline, Lettering - Outline	
391	0685979		Lettering, Reflective, 16.00", Each	2
			Qty, Lettering - 02	
			Outline, Lettering - Outline	
391	0000000	STF	Make Ready Cost - Pumper	1
391	0000000	STF	FASC Inspection Services	1
392	0529225		Manuals, Two (2) CD, Fire Apparatus Parts, Custom Chassis	1
393	0543577		Manuals, One (1) Chassis Service & (1) CD, Custom	1
394	0531638		Manual, Two (2) CD, Chassis Operation, Custom	1
395	0030008		Warranty, Basic, 1 Year, Apparatus, WA0008	1
396	0595239		(No Pick Required)	1
397	0696698		Warranty, Engine, Cummins, 5 Year, WA0181	1
398	0684953		Warranty, Steering Gear, Sheppard M110, 3 Year WA0201	1
399	0595767		Warranty, Frame, 50 Year, Velocity/Impel, Dash CF, WA0038	1
400	0595698		Warranty, Axle, 3 Year, TAK-4, WA0050	1
401	0530524		Warranty, Axle, 2 Year, Meritor, General Service, WA0046	1
402	0652758		Warranty, ABS Brake System, 3 Year, Meritor Wabco, WA0232	1
403	0019914		Warranty, Structure, 10 Year, Custom Cab, WA0012	1
404	0595813		Warranty, Paint, 10 Year, Cab, Pro-Rate, WA0055	1
405	0524627		Warranty, Electronics, 5 Year, MUX, WA0014	1
406	0647720		Warranty, Pierce LED Strip Lights, WA0203	1
407	0046369		Warranty, 5-year EVS Transmission, Standard Custom, WA0187	1
408	0685945		Warranty, Transmisson Cooler, WA0216	1
409	0688798		Warranty, Water Tank, Lifetime, UPF, Poly Tank, WA0195	1
410	0596025		Warranty, Structure, 10 Year, Body, WA0009	1
411	0693127		Warranty, Gortite, Roll-up Door, 6 Year, WA0190	1
412	0516693		Warranty, Pump, Pierce, PUC, 6 Year, WA0039	1
413	0648675		Warranty, 10 Year S/S Pumbing, WA0035	1
414	0657990		Warranty, Foam System, Husky 3, WA0231	1
415	0595820		Warranty, Paint, 10 Year, Body, Pro-Rate, WA0057	1
416	0595412		Warranty, Graphics Lamination, 1 Year, Apparatus, WA0168	1
417	0683627		Certification, Vehicle Stability, CD0089	1
418	0695962		Certification, Engine Installation, Dash CF, ISL9, CD0102	1
419	0686786		Certification, Power Steering, CD0098	1
420	0696029		Certification, Cab Integrity, Dash CF, CD0099	1
421	0695966		Certification, Cab Door Durability, Dash CF, CD0118	1
422	0695932		Certification, Windshield Wiper Durability, Dash CF, CD0120	1
423	0695965		Certification, Electric Window Durability, Dash CF, CD0121	1
424	0695933		Certification, Seat Belt Anchors and Mounting, Dash CF, CD0122	1
425	0695964		Certification, Cab Heater and Defroster, Dash CF, CD0119	1
426	0545073		Amp Draw Report, NFPA 2009 Edition	1
427	0002758		Amp Draw, NFPA Radio Allowance	1
428	0000048		Engineering Attribute - PUMPER/TANKER, 3rd Gen	1
429	0000012		PIERCE CHASSIS	1
430	0004713		ENGINE, OTHER	1
431	0046395		EVS 3000 Series TRANSMISSION	1
432	0520324		PIERCE PUMP	1
433	0020009		POLY TANK	1
434	0028048		FOAM SYSTEM	1
435	0020006		SIDE CONTROL	1
436	0020008		ELKHART VALVES	1
437	0020015		ABS SYSTEM	1
438	0658751		Manufacturing Attribute	1

# Siddons-Martin Emergency Group

*Protecting the Southwest*

3500 Shelby Lane  
Denton, Texas 76207  
GDN P115891  
TXDOT MVD No. A115890  
EIN 27-4333590

October 29, 2014

Bill Gardner, Chief  
Leander Fire Department  
P.o.box 319  
Leander TX 78646

**RE: Proposal for Dash C.F. Rescue Pumper**

Siddons-Martin Emergency Group, LLC is pleased to provide the following proposal to Leander Fire Department. Unit will comply with all specifications attached and made a part of this proposal. Total price includes delivery FOB Leander Fire Department and training on operation and use of the apparatus.

Description	Amount
EP804488-406 Pierce Dash CF Long Body PUC Rescue Pumper Price guaranteed for 30 days. Delivery within 8.5-9.5 months of order date.	Vehicle Price \$ 622,583.00
Full Prepay Discount ( <b>\$ 25,107.00</b> ). Total amount due with order.	Prepay Discount (\$ 25,107.00)
	Bond \$ 1,872.00
	<b>SUB TOTAL \$ 599,348.00</b>
EP804488-448 Pierce Dash CF PUC Pumper Price guaranteed for 30 days. Delivery within 8.5-9.5 months of order date.	Vehicle Price \$ 590,699.00
Full Prepay Discount ( <b>\$ 24,151.00</b> ). Total amount due with order.	Prepay Discount (\$ 24,151.00)
	Bond \$ 1,770.00
	Multi Unit Discount (\$ 6,000.00)
	<b>SUB TOTAL \$ 562,318.00</b>
	BuyBoard 399-12 \$ 1,500.00
	<b>TOTAL \$ 1,163,166.00</b>

**Taxes.** Tax is not included in this proposal. In the event that the purchasing organization is not exempt from sales tax or any other applicable taxes and/or the proposed apparatus does not qualify for exempt status, it is the duty of the purchasing organization to pay any and all taxes due. Balance of sale price is due upon acceptance of the apparatus at the factory.

**Acceptance.** In an effort to ensure the above stated terms and conditions are understood and adhered to, Siddons-Martin Emergency Group requires an authorized individual from the purchasing organization sign and date this proposal and include it with any purchase order. Upon signing of this proposal, the terms and conditions stated herein will be considered binding and accepted by the Customer. The terms and acceptance of this proposal will be governed by the laws of the state of TX. No additional terms or conditions will be binding upon Siddons-Martin Emergency Group unless agreed to in writing and signed by a duly authorized officer of Siddons-Martin Emergency Group.

Sincerely,

**Travis Walden**  
Siddons-Martin Emergency Group, LLC

I, \_\_\_\_\_, the authorized representative of Leander Fire Department, agree to purchase the proposed and agree to the terms of this proposal and the specifications attached hereto.

\_\_\_\_\_  
Signature & Date



**Executive Summary**

**February 19, 2015**

**Council Agenda Subject:** Consideration of an Ordinance Vacating and Abandoning 7,475 Square Feet of R.O.W. of Old 2243 West and Authorizing Conveyance of such R.O.W. by Special Warranty Deed to Business Park 2243, LLC

**Background:** The required ordinance has been prepared by the City Attorney's office and is attached. The R.O.W. to be vacated and transferred to Business Park 2243, LLC., by Special Warranty Deed (Exhibit B) is show in Exhibit A to the Ordinance, all of which is attached. The abutting property is the vacant land parent tract from which the City of Leander purchased this right-of-way, now proposed for vacation and conveyance, on March 14, 2005, at a price of \$4.00 per square foot. Williamson County Appraisal District's attached current valuation of the property is \$3.22 per square foot. An appraisal by The Aegis Group, Inc., dated February 2, 2015, of a comparable vacant property located on the south side of Old 2243 West approximately 600 feet east of the abutting parent tract property determined the current fair market value to be \$4.50 per square foot. Excerpts from the appraisal are attached. As a result, Staff's recommended fair market value and required compensation for this action is \$4.50 per square foot or \$33, 637.50.

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

**Financial Consideration:** General Fund Revenue Account - \$33,637.50

**Recommendation:** Staff recommends approval of the Ordinance Vacating and Abandoning 7,475 Square Feet of R.O.W. of Old 2243 West and Authorizing Conveyance of such R.O.W. by Special Warranty Deed to Business Park 2243, LLC.

**Attachments:** Ordinance Vacating and Abandoning 7,475 Square Feet of R.O.W. of Old 2243 West and Authorizing Conveyance of such R.O.W. by Special Warranty Deed to Business Park 2243, LLC., with Exhibit A and Exhibit B, WCAD Valuation,

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

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, CLOSING, VACATING, AND ABANDONING A PORTION OF STREET RIGHT-OF-WAY COMMONLY KNOWN AS OLD 2243 WEST; AUTHORIZING CONVEYANCE TO THE ABUTTING PROPERTY OWNER IN PROPORTION TO ABUTTING OWNERSHIP; PROVIDING FINDINGS OF FACT; AUTHORIZING CONVEYANCE OF SUCH ABANDONED STREET RIGHT-OF-WAY BY SPECIAL WARRANTY DEED; PROVIDING SEVERABILITY, EFFECTIVE DATE AND OPEN MEETINGS CLAUSES; AND PROVIDING FOR RELATED MATTERS.**

**WHEREAS**, the portion of the street right-of-way as shown in Exhibit "A", known as Old 2243 West, is surplus and is not necessary for use by the City of Leander, Texas (the "City"), the general public, or the landowners adjacent thereto as streets;

**WHEREAS**, Chapt. 272, *Tex. Loc. Gov't Code*, authorizes political subdivisions to sell and convey rights-of-way to abutting owners in proportion to abutting ownership at an appraised fair market value;

**WHEREAS**, the City has established the fair market value of the above described street right-of-way as being \$4.50 per square foot; and,

**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.

**Section 2. Right-of-Way.** The portion of street right-of-way described in Exhibit "A", attached hereto and incorporated herein for all purposes, commonly known as Old 2243 West, located in Leander, Williamson County, Texas, is hereby permanently closed, vacated, and abandoned by the City and the general public. The portion of right-of-way described in Exhibit "A" is hereinafter referred to together as the Property or the street right-of-way.

**Section 3. Consideration and Authorization to Execute Special Warranty Deed.** The Mayor and the City Secretary be and are hereby authorized, empowered, instructed and directed to execute a special warranty deed or deeds in a form substantially similar to that set forth in Exhibit "B", conveying the rights and interests of the City in the Property to the abutting property owner, in proportion to said property owner's ownership of the abutting property; provided that said special warranty deed shall reserve a water, wastewater, and drainage easement to be held by the City as described in the special warranty deed attached as Exhibit "B", and provided that the purchase price to be paid for such property shall be \$4.50 per square foot of such tract of right-of-way. Upon the payment of the purchase price and the attorneys' fees related to drafting and reviewing documents necessary to convey the Property, and the execution of such deed, such deed shall be and become a

valid and binding act and deed of the City of Leander, Texas.

**Section 4. Retain Utility Easement.** A water, wastewater, and drainage easement in, upon, under, and across the Property is hereby retained by the City and the general public for use as a water, wastewater, and drainage easement as described in the special warranty deed attached as Exhibit "B".

**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 \_\_\_\_\_, 2015.

**Attest:**

**THE CITY OF LEANDER, TEXAS**

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

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

**Exhibit "A"**

(Insert Property description)



improvements on the Property or any structure of any kind in such proximity to the Easement as would constitute a violation of the City's building and electrical codes in effect at the time the structure is erected.

**TO HAVE AND TO HOLD** the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging, unto the said **GRANTEE**, the heirs, executors, successors and assigns forever, and **GRANTOR** does hereby bind its successors and assigns to **WARRANT AND FOREVER DEFEND**, all and singular, the said premises unto the said **GRANTEE**, successors and assigns, against every person whomsoever lawfully claiming or to claim the same by, through or under the City of Leander, Texas, but not otherwise.

This deed is subject to the drainage and public utility easements reserved in this instrument and all other easements, restrictions, covenants, conditions and other instruments of record.

**EXECUTED** at Leander, Williamson County, Texas, this the \_\_\_ day of \_\_\_\_\_ 2015.

Attest:

**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 Christopher Fielder, Mayor, of the City of Leander, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she 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 \_\_\_\_\_ 2015.

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

AFTER RECORDING PLEASE RETURN TO:

City of Leander  
City Secretary  
P.O. Box 319  
Leander, Texas 78646-0319

Current Owner		Legal Description		Exemptions		Market	
BUSINESS PARK 2243 LLC (00484527) 1300 W WHITESTONE #D2 CEDAR PARK, TX 78613		LEANDER 2243 SUB SEC 1, BLOCK A, LOT 11/PT, ACRES 1.69				Unavailable	
Situs Address		History Information		Entities		Assessed	
FM 2243 LEANDER, TX 78641		2014		2013		2012	
Sales		2014		2013		2012	
Date	Volume	Page	Seller Name	Imp HS	Imp NHS	Land HS	Land NHS
12/16/2013	2013115787		CCC DEVELOPMENT LLC	-	-	-	-
07/12/2006	2006061218		MLMH	-	-	-	-
07/27/2001	2001	055146	CHANG, PHILIP Y & CHING RUTH HS	-	-	-	-
				Ag Mkt	Ag Use	Tim Mkt	Tim Use
				\$236,998	\$229,958	\$229,958	\$265,018
				-	-	-	-
				HS Cap	Assessed		
				\$236,998	\$229,958	\$229,958	\$265,018
Building Attributes				Improvements			
Construction	Foundation	Exterior	Interior	Roof	Flooring	Type	Description
Heat/AC	Baths	Fireplace	Year Built	Rooms	Bedrooms	Year Built	Value
Land Segments				Improvements			
SPTB	Description	Area	Market	Area	Year Built	Eff Year	Value
C2	Vacant Land	1.69000	Ag Value				

# THE ÆGIS GROUP, INC.

REAL ESTATE APPRAISAL & CONSULTING

4926 Spicewood Springs Road, Suite 101, Austin, Texas 78759

(512) 346-9983 · FAX (512) 343-6553

info@aegisgroupinc.com

February 2, 2015

Mr. Wayne S. Watts, P.E., CFM  
City Engineer  
City of Leander  
200 West Willis  
P.O. Box 319  
Leander, TX 78646

RE: An appraisal of a proposed 0.046 acre fee simple right-of-way acquisition and a 0.060 acre utility easement to be acquired from a 3.0 acre tract of land located along the southeast line of FM 2243, east of N. Bagdad Road, and legally described as Lot 1, Block A (3.00 Acres), Integrated Metal Products, Leander, Williamson County, Texas. Parcel #16 & 16-E. Owner: Dadsbaggs East, L.P.

Dear Mr. Watts:

At your request, we have inspected and analyzed the above-referenced property. The purpose of our analysis is to form an opinion of the "as is" fee simple market value of the subject property and the recommended compensation for the proposed fee and easement acquisitions, as well as the remainder before and after the proposed acquisitions as of January 13, 2015. It is our understanding that the intended use of this report is to assist the parties involved in the decision-making process related to the proposed acquisition. The identity of the client is the City of Leander. The intended user of this report is also the City of Leander and/or its agents.

This appraisal report was prepared in accordance with the requirements of Standard Rule 2-2(a) of the *Uniform Standards of Professional Appraisal Practice*, 2014-2015, as well as with the standards of the Appraisal Institute. This report represents an appraisal report as defined by Standard 2 of USPAP.

The purpose of this assignment is to provide an opinion of the fair compensation for acquisition of the proposed right-of-way and utility easement acquisitions for the FM 2243 improvement project. The opinion of fair compensation is based on the following definition of market value:

"The price which the property would bring when it is offered for sale by one who desires, but is not obligated to sell, and is bought by one who is under no necessity of buying it, taking into consideration all of the uses to which it is reasonably adaptable and for which it either is or in all reasonable probability will become available within the reasonable future." (*City of Austin vs. Cannizzo*, et al, 267 S.W. 2d 808, 815 [1954].)

Mr. Wayne S. Watts, P.E., CFM  
February 2, 2015  
Page 2

The data and analyses are presented in the body of the accompanying report. The following is a summary of our calculations and recommendations for fair compensation for the proposed acquisition, effective January 13, 2015.

Based upon the previous analysis, the following is a summary of our recommended compensation for the proposed acquisition.

Fair Market Value of the Whole Property (Land only of 3.0 acres)	\$590,000
Fair Market Value of the Right-of-Way Acquisition	\$ 8,924
Fair Market Value Utility Easement	\$ 2,946
Fair Market Value of the Remainder Prior to the Proposed Acquisition	\$578,130
Fair Market Value of the Remainder as it will be Affected by the Proposed Improvements Includes \$2,638 Cost to Cure existing concrete paved driveway and mailboxes	\$575,492
Damage to the Remainder	\$ 2,638
<b>Total Recommended Compensation (\$8,924 + \$2,946 + \$2,638)</b>	<b>\$ 14,508</b>

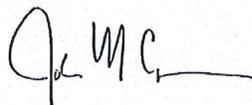
If you have any questions concerning the data, analyses and conclusions contained in this report, please do not hesitate to contact me.

Respectfully submitted,

**THE AEGIS GROUP, INC.**



Keith T. Bodungen, MAI, AI-GRS  
State Certified General Real Estate Appraiser  
No. TX-1380024-G



John M. Coleman, MAI, SRA  
State Certified General Real Estate Appraiser  
No. TX-1320293-G



Google earth

