



**AGENDA
DEVELOPMENT TOUR
and
REGULAR CITY COUNCIL
CITY OF LEANDER, TEXAS**



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

Thursday ~ June 18, 2015 at 5:15 PM

Mayor – Christopher Fielder
Place 1 – Andrea Navarrette (Mayor Pro Tem)
Place 2 – Michelle Stephenson
Place 3 – Shanan Shepherd

Place 4 – Ron Abruzzese
Place 5 – Jeff Seiler
Place 6 – Troy Hill
City Manager – Kent Cagle

5:15pm – San Gabriel Park Property Tour

Council will leave from Pat Bryson at 5:15 and reconvene at 7:00 pm for Regular City Council Meeting (No action will be taken by City Council during the tour)

7:00 pm

1. Open meeting, Invocation, Pledges of Allegiance
2. Roll Call
3. Staff Comments: Steve Bosak, Parks & Recreation Director – Liberty Fest
4. Citizen Comments: Three (3) minutes allowed per speaker
Please turn in speaker request form before the meeting begins.
5. Mid-Year report from Bridget Brandt with the Greater Leander Chamber of Commerce & Visitors Center

CONSENT AGENDA: ACTION

6. Approval of the minutes: June 4, 2015
7. Second Reading of an Ordinance on Zoning Case 15-Z-004: consider action on an amendment to the Palmera Ridge PUD (Planned Unit Development) for 197.55 acres, more or less, Leander, Williamson County, Texas
8. Second Reading of an Ordinance on Special Use Case #15-SU-001: a Special Use Permit for a temporary parking lot within the Oak Creek Subdivision
9. Receive Quarterly Investment Report
10. Consider a License Agreement for the installation and maintenance of landscaping, signage, fencing and screening walls, irrigation and decorative street lighting located within the City right-of-way and/or City property within the Bryson Subdivision
11. Consider Dedication and Acceptance of Subdivision Infrastructure Improvements for The Fairways at Crystal Falls, Section 4, Phase 2A

PUBLIC HEARING: ACTION

12. **Public Hearing** on Zoning Case #15-Z-009: Consider a zoning change for 9.84 acres, more or less generally located to the northwest corner of Crystal Falls Parkway and Lakeline Blvd. from GC-3-B, General Commercial to MF-3-A, Multi-Family, Leander, Williamson County, Texas
Applicant: Cunningham-Allen, Inc. (Jana Rice) on behalf of KB Home Lone Star, Inc.
The applicant has withdrawn their application

13. **Public Hearing** on Zoning & Subdivision Cases 14-Z-014, 14-CP-007 and 14-PP-008; Consider rezoning and approval of the Woodview Village Concept Plan and Preliminary Plat of 20.679 acres, more or less, generally located to the southwest of the intersection of East Woodview Drive and Raider Way from current zoning of SFS-2-B, Single Family Suburban and Interim SFR-1-B, Single Family Rural to PUD, Planned Unit Development, Leander, Williamson County, Texas.
Applicant: Darren Webber on behalf of DeWette Partners, LTD.
The applicant has postponed their application

14. **Public Hearing** on Zoning Case #15-Z-006: Consider a zoning change for 11.065 acres, more or less, generally located to the southwest corner of Crystal Falls Parkway and Lakeline Blvd. from SFT-2-A, Single Family Townhouse to PUD, Planned Unit Development, Leander, Williamson County, Texas *Applicant: Mark Baker on behalf of Lookout Partners, LP (Mike Siefert)*

Action on Zoning Case #15-Z-006: amending Ordinance #05-018, the Composite Zoning Ordinance for the property located to the southwest corner of Crystal Falls Parkway and Lakeline Blvd., Leander, Williamson County, Texas

15. **Public Hearing** on an Ordinance Granting a Public Utility Easement on Public Parkland for the Bryson offsite Wastewater Line Project

Action on an Ordinance Granting a Public Utility Easement on Public Parkland for the Bryson Offsite Wastewater Line Project

REGULAR AGENDA

16. Consider award of Bid for outsourcing of Plan Review, Building Inspection and Fire Inspection Services

17. Consider possible action relating to a request by Central Waste and Recycling, Cedar Park, Texas for a franchise to provide recycling services within the city limits of Leander

18. Consider a Resolution Designating Frost Bank as a depository for the safekeeping of securities and authorizing the City Manager to execute the necessary agreements

19. Consider authorizing City Manager to Execute a Security Agreement with Frost Bank

20. Consider authorizing City Manager to execute a contract with Mcreary, Veselka, Bragg, and Allen, P.C. Round Rock, Texas (MVBA) for collection of delinquent municipal court fines and fees

21. Consider authorizing City Manager to execute a contract with Mcreary, Veselka, Bragg, and Allen, P.C. Round Rock, Texas (MVBA) for collection of delinquent account receivables

22. Consider a Resolution authorizing an agreement with Williamson County for assessment collection Services

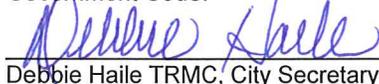
23. Receive Water Supply Update and consider implementation of a Twice-a-Week Outdoor Watering Schedule
24. Consider action relating to the Pedernales Electric Cooperative, Inc. 2015 Election for Directors, District 1, 6 and 7
25. Council Members Closing Statements

EXECUTIVE SESSION

26. Convene into executive session pursuant to Section 551.071 and 551.072, Texas Government Code and Section 1.05 Texas Disciplinary Rules of Professional Conduct to deliberate the acquisition of real property and possible use of eminent domain proceedings as set forth in Chapter 21 of the Texas Property Code regarding a 0.392 acre (17,066 square foot) tract in Williamson County, Texas owned by HEB Grocery Company, LP., a Texas limited partnership and/or HEB Grocery Company, a Texas Corporation.
27. Reconvene into open session to take action as deemed appropriate in City Council's discretion regarding the acquisition of real property and possible use of eminent domain proceedings as set forth in Chapter 21 of the Texas Property Code regarding a 0.392 acre (17,066 square foot) tract in Williamson County, Texas owned by HEB Grocery Company, LP., a Texas limited partnership and/or HEB Grocery Company, a Texas corporation.
28. Consider and take possible action on an Ordinance: finding acquisition of real property serves public convenience and necessity and that said property will be acquired for a public use, namely the Old 2243 West Roadway Improvement Project; finding that all appropriate and necessary pre-acquisition requirements set forth in Chapter 21 of the Texas Property Code have been met; and, authorizing the use of eminent domain proceedings as set forth in Chapter 21, Texas Property Code, Section 1.06, City of Leander Home Rule Charter, and Chapter 251, Texas Local Government Code, regarding a 0.392 acre (17,066 square foot) tract in Williamson County, Texas owned by HEB Grocery Company, LP., a Texas limited partnership and HEB Grocery Company, a Texas corporation, as further described in the attached proposed Ordinance for this item.
29. Adjournment

CERTIFICATION

This meeting will be conducted pursuant to the Texas Government Code Section 551.001 et seq. At any time during the meeting the Council reserves the right to adjourn into executive session on any of the above posted agenda items in accordance with the sections 551.071 [litigation and certain consultation with attorney], 551.072 [acquisition of interest in real property], 551.073 [contract for gift to city], 551.074 [certain personnel deliberations] or 551.076 [deployment/ implementation of security personnel or devices]. The City of Leander is committed to compliance with the American with Disabilities Act. Reasonable modifications and equal access to communications will be provided upon request. **Please call the City Secretary at 512/ 528-2743 for information.** Hearing impaired or speech disabled persons equipped with telecommunications devices for the deaf may call 512/ 528-2800. I certify that the above agenda for this Meeting of the City Council of the City of Leander, Texas, was posted on the bulletin board at City Hall, in Leander, Texas, on the 12th day of June, 2015 by 5:00 pm pursuant to Chapter 551 of the Texas Government Code.


Debbie Haile TRMC, City Secretary



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

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



Thursday ~ June 4, 2015 at 7:00 PM

Mayor – Christopher Fielder

Place 1 – Andrea Navarrette (Mayor Pro Tem)

Place 2 – Michelle Stephenson

Place 3 – Shanan Shepherd

Place 4 – Ron Abruzzese

Place 5 – Jeff Seiler

Place 6 – Troy Hill

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

Mayor Pro Tem Navarrette delivered the invocation

Boy Scout Troop #161 was introduced and led the Pledges of Allegiance

2. Roll Call

All present except Council Member Stephenson

Mayor Pro Tem Navarrette delivered the invocation

Mayor Fielder introduced State Representative Tony Dale who recognized Jason Dishongh, former City Council member and presented him with a Texas Flag flown at the State Capital in his honor

3. Staff Comments: Wayne Watts, City Engineer – recognition of Mike O’Neal for passing the Professional Engineer’s Exam

Wayne Watts, City Engineer recognized Mike O’Neal for passing his Professional Engineers Exam and becoming a P.E. for the City of Leander

4. Citizen Comments: Three (3) minutes allowed per speaker

Please turn in speaker request form before the meeting begins

Chris Schwendenmann , 616 Emma Rose Trail – talked about the Williamson County Animal Shelter expansion

Tessa Schmidtzinsky, PO Box 1 – Johnson City - representative with PEC – invited council to the annual business meeting June 20 at Cedar Park High School

5. Recognition of the Leander Rattlers Soccer Team for their South Texas Director’s Cup State Championship

Sponsored by Steve Bosak, Parks & Recreation Director

Steve Bosak, Director of Parks & Recreation recognized the Leander Rattlers Soccer Team and congratulated them for their win to become State Champions

6. Presentation from United Way of Williamson County by LeAnn Powers, Chief Professional Officer

LeAnn Powers, Chief Professional Officer, United Way of Williamson County thanked the Council for use of the Library for free tax preparation service and updated council on how many people used the free service

CONSENT AGENDA: ACTION

7. Approval of the minutes: May 18, 2015 and May 21, 2015

8. Approval of the Liberty Fest Site Use Permit Agreement with Austin Community College

9. Approval of Street Closures for Liberty Fest
10. Approval to Accept Ownership for the Lakewood Park Properties
11. Zoning Case 15-Z-008: amending Ordinance #05-018, the Composite Zoning Ordinance for the properties located at 10800 and 10804 East Crystal Falls Parkway, Leander, Williamson County, Texas
12. Dedication and Acceptance of Subdivision Infrastructure Improvements for the Bluff at Crystal Falls, Section 3, Phase 3E
13. Authorize Mayor to execute an extension to the CDBG Cooperation Agreement between the City of Leander and Williamson County
14. Authorize City Manager to negotiate and Mayor to execute a License Agreement pursuant to the PID Financing Agreement for the Oak Creek Public Improvement District for the installation and maintenance of improvements located within the City rights-of-way and/or City property within the Oak Creek Subdivision

Motion made by Mayor Pro Tem Navarrette to approve the consent agenda. Second by Council Member Seiler. Motion passes, all voting "aye"

Mayor Fielder moved to items # 30 & 31 at this time and then back to item # 15

PUBLIC HEARING: ACTION

15. **Public Hearing** on Comprehensive Plan Amendment Case 15-CPA-004: an amendment to the Comprehensive Plan requesting a change to a community center node and a neighborhood center node shown on the Future Land Use Plan, proposing to reduce the size of portions of the community center node located at the future intersection of the Lakeline Blvd. and San Gabriel Pkwy. and the neighborhood center node located at the future intersection of Lakeline Blvd and CR 280 that are located within their subdivision boundaries, Leander, Williamson County, Texas

Applicant: Danny Martin on behalf of J.L. Development, Inc (John Lloyd)

Tom Yantis, Asst. City Manager explained

Jody Giddens, 14223 Old 2243 W – spoke in favor of the request

Action on Comprehensive Plan Amendment Case 15-CPA-004: an amendment to the Comprehensive Plan requesting a change to a community center node and a neighborhood center node shown on the Future Land Use Plan, proposing to reduce the size of portions of the community center node located at the future intersection of the Lakeline Blvd and San Gabriel Pkwy and the neighborhood center node located at the future intersection of Lakeline Blvd and CR 280 that are located within their subdivision boundaries, Leander, Williamson County, Texas

Danny Martin with Malone Wheeler, representative for the owner explained the request

Motion made by Council Member Abruzzese to deny the request. Second by Mayor Pro Tem Navarrette.

Council Member Abruzzese amended the motion to give a concession on the neighborhood node but not on the community center node. Second by Mayor Pro Tem Navarrette.

Council Member Abruzzese made another amended motion to give concession on the neighborhood node and on the community center node to give requested change plus retaining the additional 16 lots Second by Mayor Pro Tem Navarrette. Motion passes, 6 to 0 (unanimously)

16. **Public Hearing** on Zoning Case 15-Z-004: consider zoning change for several tracts of land, 197.55 acres, more or less, generally located to the north of Hero Way, west of Ronald Reagan Blvd. and south of San Gabriel Parkway, for an amendment to the Palmera Ridge PUD (Planned Unit Development) Leander, Williamson County, Texas
Applicant: Blake J. Magee on behalf of Palmera Ridge Development Inc.
Tom Yantis, Asst. City Manager explained

No speakers

Action on Zoning Case 15-Z-004: consider action on an amendment to the Palmera Ridge PUD (Planned Unit Development) for 197.55 acres, more or less, Leander, Williamson County, Texas
Blake Magee, Developer explained the request

Motion made by Council Member Seiler to approve. Second by Council Member Shepherd. Motion passes, all voting "aye"

17. **Public Hearing** on Special Use Case #15-SU-001: consider a Special Use Permit for a temporary parking lot associated with the model home complex, generally located to the northwest of the intersection of West Broade Street and Longhorn Cavern Road within the Oak Creek Subdivision, Leander, Williamson County, Texas
Tom Yantis, Asst. City Manager explained

Action on Special Use Case #15-SU-001: a Special Use Permit for a temporary parking lot within the Oak Creek Subdivision

Motion made by Mayor Pro Tem Navarrette to approve with recommendations from the Planning & Zoning Commission. Second by Council Member Hill. Motion passes, all voting "aye"

REGULAR AGENDA

18. Consider a proposed amendment to the LISD Land Development Agreement regarding the fence materials
Tom Yantis, Asst. City Manager explained

Jimmy Disler with LISD explained the request

Motion made by Mayor Fielder to approve the request with the school taking responsibility of maintenance of the pond. Second by Mayor Pro Tem Navarrette. Motion passes, all voting "aye"

19. Consider a Resolution approving a change in the Rates of Atmos Energy Corporation, Mid-Tex Division
Robert Powers, Finance Director explained

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

20. Consider award of bid for the City's estimated annual supply of water meters to Zenner and authorize City Manager to execute the recommended 36-month Purchase Agreement
Robert Powers, Finance Director explained

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

21. Consider an Ordinance of the City of Leander, Texas amending Ordinance # 14-058-00 adopting the Annual Budget of the City of Leander, Texas for Fiscal Year 2014-2015
Robert Powers, Finance Director explained

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

22. Consider Additive Alternate B to City of Liberty Hill's Bagdad Road Water Transmission Main, Phase 1 Project
Wayne Watts, City Engineer explained

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

23. Consideration of a Wholesale Wastewater Service Agreement between the City of Leander and the City of Liberty Hill

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

24. Consider Variance to Article 8.04, Noise, of the Leander Code of Ordinances for Bland Construction, L.P. for the Palmera Ridge Off-Site Wastewater Line
Wayne Watts, City Engineer explained

Motion made by Council Member Shepherd to approve with the requested 3 days. Second by Mayor Pro Tem Navarrette. Motion passes, all voting "aye"

25. Consider Amendment #2 to Task order HDR-2 with HDR Engineering, Inc. for professional services for improvements of Old 2243 West from U.S. Hwy. 183 to Lakeline Blvd.
Wayne Watts, City Engineer explained

**Motion made by Mayor Pro Tem Navarrette to approve. Second by Council Member Seiler.
Motion passes, 5 to 0 with Mayor Fielder abstaining.**

26. Consideration and possible action on an Interlocal Cooperation Agreement with the City of Jonestown, for Wholesale Water and Wastewater Utility Services
Kent Cagle, City Manager explained

Motion made by Mayor Pro Tem Navarrette to approve the City Manager to negotiate changes and execute the agreement. Second by Council Member Hill. Motion passes, all voting "aye"

27. Consideration and possible action on a Municipal Boundary Change Agreement with the City of Jonestown to change the boundaries of the cities as they apply to the property described as 18.737 acres, more or less, located in the J.A. Yarbo Survey No. 421, Abstract 840, Travis County, Texas
Kent Cagle, City Manager explained

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

28. Consider action relating to the Pedernales Electric Cooperative, Inc. 2015 Election for Directors, District 1,6 and 7
This item is tabled until the next council meeting at which time council will need to take action and designate a person to vote in person at the PEC meeting

29. Consider a \$10 Cooler Fee for Liberty Fest
Sponsored by Mayor Fielder and Mayor Pro Tem Navarrette
Mayor Fielder explained

Motion made by Mayor Fielder to approve. Second by Mayor Pro Tem Navarrette. Motion passes, 5 to 1 with Council Member Abruzzese voting against

30. Consider appointment to the Economic Development Committee
Mayor Fielder nominated Jason Dishongh to the Economic Development Committee. Second by Council Member Shepherd. Motion passes, all voting "aye"

31. Consider appointment of Mayor Pro Tem
Mayor Fielder nominated Mayor Pro Tem Navarrette to serve as Mayor Pro Tem for the 2015-2016 year. Second by Council Member Seiler. Motion passes, all voting "aye"

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

EXECUTIVE SESSION

33. Convene into executive session:
1. pursuant to Section 551.072, Texas Government Code, to deliberate the acquisition and value of real property to consider the following:
 - a) Purchase Contract for the acquisition of 0.077 acres of Right-of-Way and 0.050 acres of Public Utility Easement from Dadsbaggs East, L.P., for the Old 2243 Roadway Improvements Project.
 - b) Purchase Contract for the acquisition of 0.046 acres of Right-of-Way and 0.060 acres of Public Utility Easement from Dadsbaggs East, L.P., for the Old 2243 Roadway Improvements Project.
 - c) Purchase Contract for the acquisition of 0.128 acres of Right-of-Way and 0.064 acres of Public Utility Easement from TWE Properties, L.P., for the Old 2243 Roadway Improvements Project.
 2. pursuant to Section 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding *Cause No. 15-0088-C277, Premas Global Leander I v. City of Leander, et al., In the 277th Judicial District Court of Williamson County, Texas*

**Council convened into executive session at 9:18 pm
Council reconvened into open session at 10:17 pm**

34. Reconvene into open session to take action as deemed appropriate in the City Council's discretion Regarding:
1. the acquisition and value of real property for the following:
 - a) Purchase Contract for the acquisition of 0.077 acres of Right-of-Way and 0.050 acres of Public Utility Easement from Dadsbaggs East, L.P., for the Old 2243 Roadway Improvements Project.
No action taken
 - b) Purchase Contract for the acquisition of 0.046 acres of Right-of-Way and 0.060 acres of Public Utility Easement from Dadsbaggs East, L.P., for the Old 2243 Roadway Improvements Project.
No action taken
 - c) Purchase Contract for the acquisition of 0.128 acres of Right-of-Way and 0.064 acres of Public Utility Easement from TWE Properties, L.P., for the Old 2243 Roadway Improvements Project.
No action taken
 2. *Cause No. 15-0088-C277, Premas Global Leander I v. City of Leander, et al., In the 277th Judicial District Court of Williamson County, Texas*
Motion made by Mayor Pro Tem Navarrette to authorize City Attorney to move forward as discussed in executive session. Second by Council Member Shepherd. Motion passes, all voting "aye"
35. Consider Purchase Contract for the acquisition of 0.077 acres of Right-of-Way and 0.050 acres of Public Utility Easement from Dadsbaggs East, L.P., for the Old 2243 Roadway Improvements Project
- Motion made by Mayor Pro Tem Navarrette to approve. Second by Council Member Seiler. Motion passes, all voting "aye"**
36. Consider Purchase Contract for the acquisition of 0.046 acres of Right-of-Way and 0.060 acres of Public Utility Easement from Dadsbaggs East, L.P., for the Old 2243 Roadway Improvements Project
- Motion made by Mayor Pro Tem Navarrette to approve. Second by Council Member Seiler. Motion passes, all voting "aye"**
37. Consider Purchase Contract for the acquisition of 0.128 acres of Right-of-Way and 0.064 acres of Public Utility Easement from TWE Properties, L.P., for the Old 2243 Roadway Improvements Project
- Motion made by Mayor Pro Tem Navarrette to approve. Second by Council Member Hill. Motion passes, all voting "aye"**
38. Adjournment
With there being no further business, the meeting adjourned at 10:19 pm

Attest:

Christopher Fielder, Mayor

Debbie Haile, TRMC, City Secretary



Executive Summary

June 18, 2015

Agenda Subject: Zoning Case 15-Z-004: Consider action on the rezoning of several tracts of land generally located to the north of Hero Way, west of Ronald Reagan Blvd and south of San Gabriel Pkwy; 197.55 acres more or less; WCAD Parcels #R098020, R031606, R473799, R473798, R473797, R333713, R031617, R031607. The applicant is proposing an amendment to the Palmera Ridge PUD (Planned Unit Development), Leander, Williamson County, Texas.

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

Origination: Applicant: Blake J. Magee on behalf of Palmera Ridge Development, Inc.

Financial Consideration: None

Recommendation: See Planning Analysis. The Planning & Zoning Commission unanimously recommended approval of the PUD Amendment at the May 28, 2015 meeting. The City Council unanimously approved the request at the June 4, 2015 meeting.

Attachments:

1. Planning Analysis
2. Current Zoning Map
3. Aerial Map
4. Proposed PUD
5. Letter of Intent
6. Ordinance

Prepared By: Tom Yantis, AICP
Assistant City Manager

06/09/2015



PLANNING ANALYSIS

ZONING CASE 15-Z-004 PALMERA RIDGE PUD AMENDMENT

GENERAL INFORMATION

- Owner:** Palmera Ridge Development, Inc.
- Current Zoning:** PUD (Planned Unit Development)
- Proposed Zoning:** PUD (Planned Unit Development) Amendment
- Size and Location:** The property is generally located north of Hero Way, West of Ronald W. Reagan Blvd. & south of San Gabriel Pkwy. The property is approximately 197.55 acres in size.
- Staff Contact:** Robin M. Griffin, AICP
Senior Planner

ABUTTING ZONING AND LAND USE:

The table below lists the abutting zoning and land uses.

	ZONING	LAND USE
NORTH	OCL	Undeveloped Properties in the ETJ
EAST	SFR-2-B Interim SFS-2-B	Single-Family Neighborhood under construction Established Single-Family Homes
SOUTH	OCL	Established Single-Family Homes & Undeveloped Properties
WEST	OCL	Established Single-Family Homes & Undeveloped Properties

COMPOSITE ZONING ORDINANCE INTENT STATEMENTS

USE COMPONENTS:

PUD – PLANNED UNIT DEVELOPMENT:

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

COMPREHENSIVE PLAN STATEMENTS:

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

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

ANALYSIS:

The applicant is requesting to amend the Palmera Ridge PUD (Planned Unit Development) in order to add provisions for condominium regime development, clarify the garage setbacks, and modify the street light spacing. The proposal includes residential lot widths ranging from as narrow as forty (40') feet to over seventy (70') feet wide. The applicant has incorporated the mixture of residential districts in a well integrated neighborhood plan providing a variety of lot sizes within the same neighborhood.

EXISTING STANDARDS

These existing standards include the standards that will remain as part of the PUD. The PUD proposal includes two categories of land use: Mixed Use and Single Family/Condominium Cluster. The Mixed Use category permits the development of uses listed in the MF-2-B (Multi-Family) and GC-3-C (General Commercial) zoning districts. The development agreement approved by the City Council limits the size of the mixed use area to fifteen acres, but not less than eleven acres.

The proposed MF-2-B district would permit a density of 18 units per acre and require that 35% of the units have garages. The Type B architectural component requires that 85% of the first

story walls are masonry and the 50% of the overall structure is masonry. The proposed GC-3-C is consistent with the current commercial zoning on the property. The proposed Type 3 site component associated with the GC use component permits the use of the outdoor site area for outdoor fuel sales, limited outdoor display and storage or accessory buildings. Permitted outdoor uses include:

- Outdoor Display (limited 30% of the gross floor area of the primary structure)
- Outdoor Storage (limited 20% of the gross floor area of the primary structure)
- Outdoor Fuel Sales
- Overhead Commercial Doors
- Drive-Through Lanes (also permitted in Type 2)

The Type C architectural component requires that 60% of the street facing walls are masonry and the 35% of the overall structure is masonry.

The table below identifies the proposed residential zoning districts, lot sizes, and allowed percent for the residential portion of this project. The approved development agreement limits the overall density of the residential portion of this project to 600 units.

Use	Lot Width	Minimum Lot Area	Living Area SF	Total Lots	Allowed Percent
SINGLE-FAMILY					
Single-Family Compact (SFC-2-A)	50'	5500	1100	229	38% max
Single-Family Urban (SFU-2-A)	60'	7200	1200	200	33% min
Single Family Suburban (SFS-2-A)	70'	9000	1500	125	21% min

PROPOSED AMENDMENT

The proposed amendment includes adding the condominium/cluster development and removing the SFL-2-A (Single-Family Limited) district. The new table is shown below.

Use	Lot Width	Minimum Lot Area	Living Area SF	Total Lots	Allowed Percent
SINGLE-FAMILY					
Single-Family Compact (SFC-2-A)	50'	5500	1100	229	38% max
Single-Family Urban (SFU-2-A)	60'	7200	1200	200	33% min
Single Family Suburban (SFS-2-A)	70'	9000	1500	125	21% min
Condominium/Cluster Development (MF-2-A)				46	8% max

This subdivision is permitted to develop under the previous garage setback requirements because the preliminary plat was approved prior to the adoption of the updated Composite Zoning Ordinance. The applicant is proposing to add this language to the PUD for clarification as well as set standards for the measurement of the width of a lot. Currently, the Composite Zoning Ordinance states that lot width is the average horizontal distance between side property or lot lines. The applicant is proposing to measure the width of the lot at the front building setback line. The front building setback line is twenty feet from the property line. This proposal will

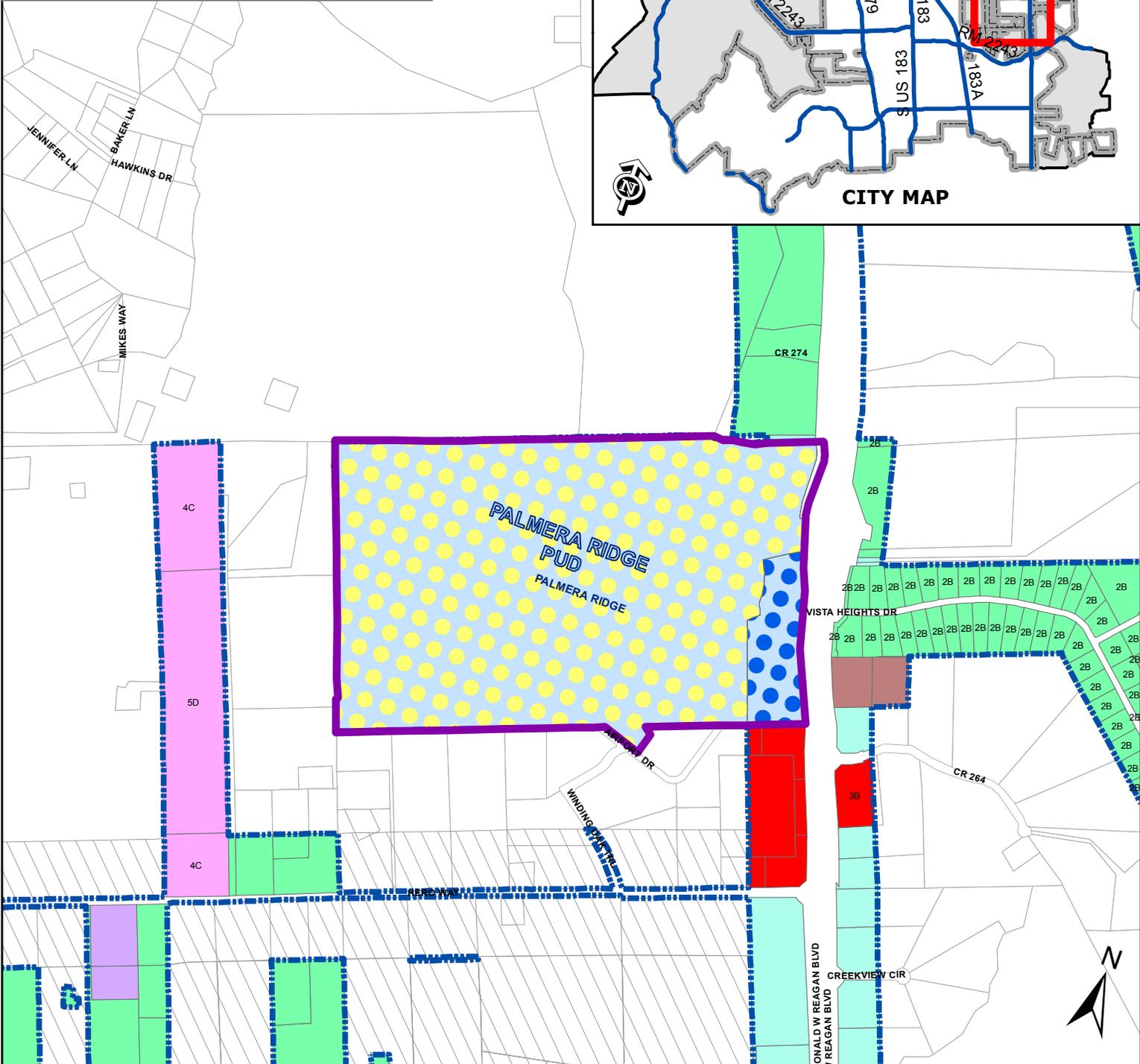
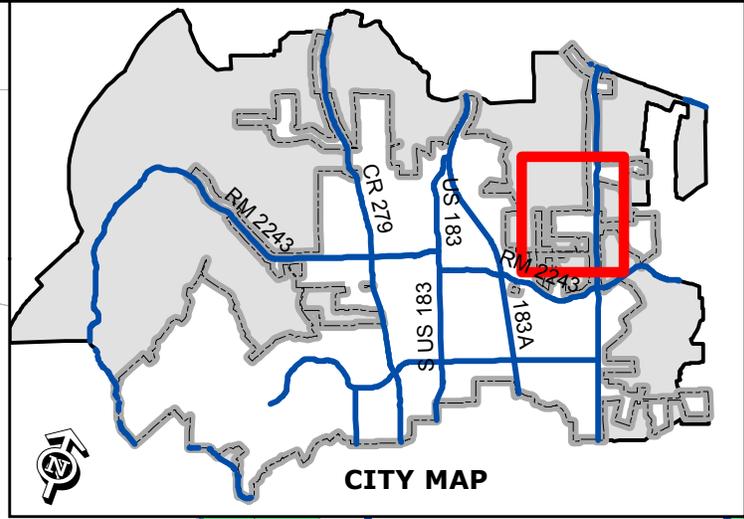
change how the width of irregularly shaped lots such as cul de sacs will be measured. In some circumstances, lots that would normally be classified as a sixty foot wide lot would be considered a fifty foot wide lot. This measure will impact which lots may be developed with the garage five feet in front of the dwelling. The total number of fifty foot wide lots will still be limited by the table above.

The applicant is also requesting to change the minimum spacing for street lights to a minimum spacing of three hundred (300') feet along all collector and public streets. The current street light spacing is one hundred fifty (150') feet along local streets. The spacing for collector roadways is determined by illumination design.

STAFF RECOMMENDATION:

Staff recommends approval of the requested PUD amendment. The proposed amendments to the PUD continue to promote more flexibility with the location of the single-family districts and incorporates a mixture of multi-family and commercial uses along Ronald W. Reagan Blvd. This application effectively utilizes composite zoning to incorporate a variety of land uses while maintaining high form standards. The requested PUD amendment meets the intent statements of the Composite Zoning Ordinance and the goals of the Comprehensive Plan.

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

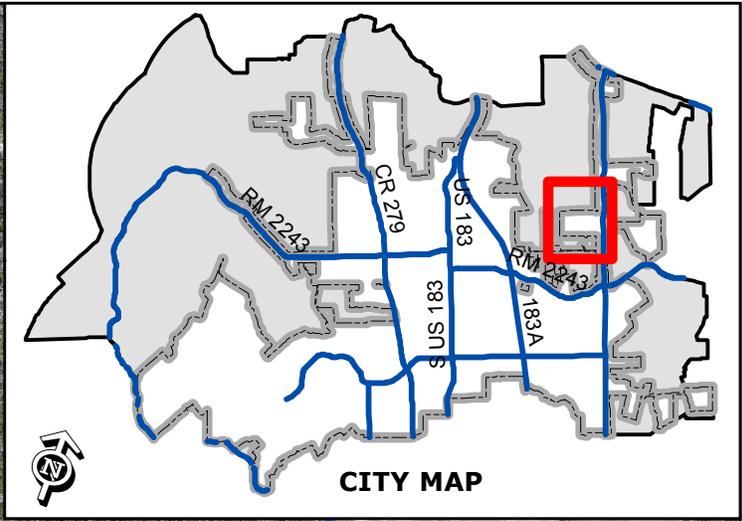


ZONING CASE 15-Z-004 Attachment #2

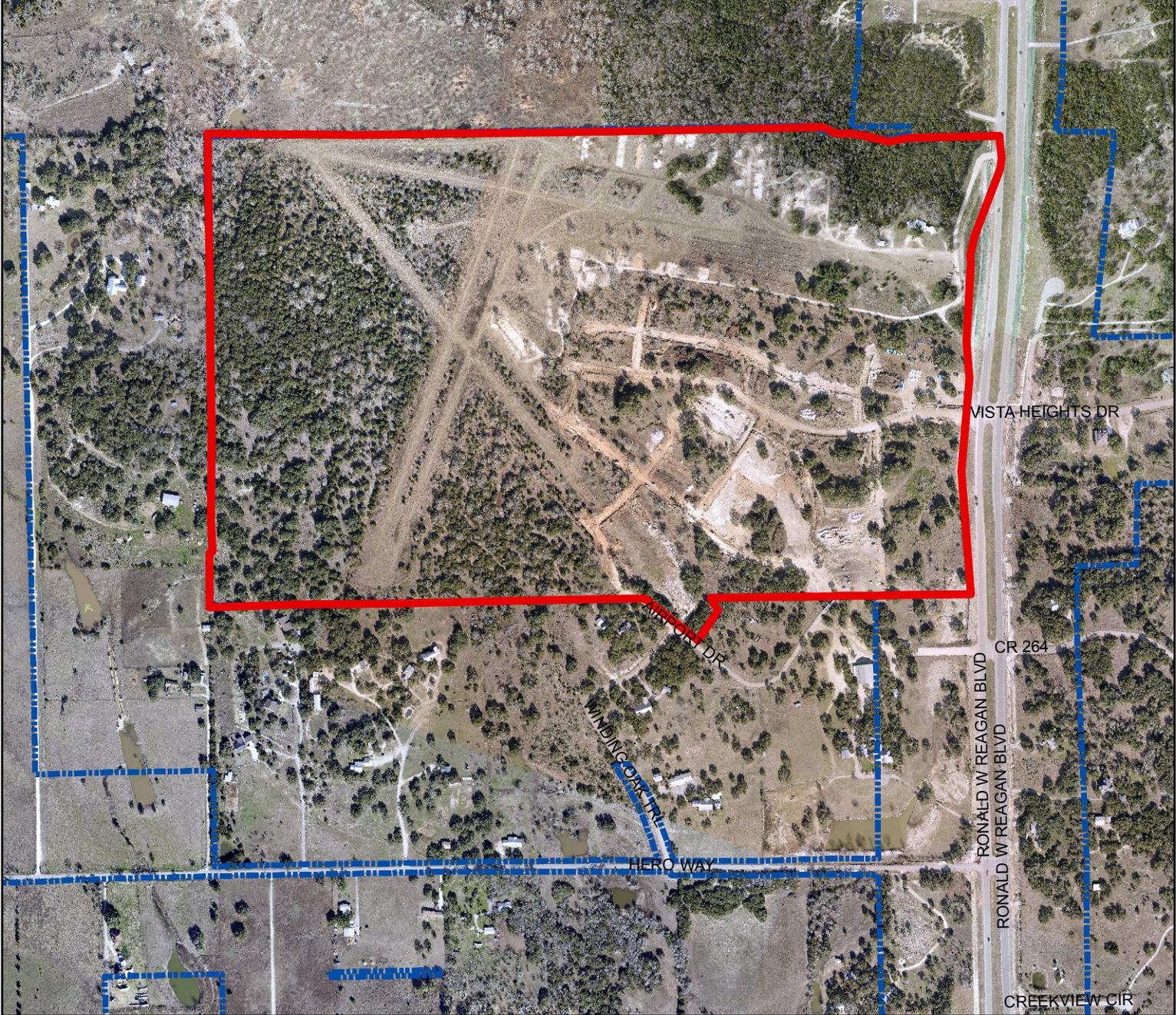
Current Zoning Map - Palmera Ridge PUD

 Subject Property	 PUD Commercial	 SFR	 SFT	 GC
 City Limits	 PUD Mixed Use	 SFE	 SFU/MH	 HC
 Future Annexation Per DA	 PUD Multi-Family	 SFS	 TF	 HI
 Involuntary Annexation	 PUD Single-Family	 SFU	 MF	 PUD
 Voluntary Annexation	 PUD Townhome	 SFC	 LO	
		 SFL	 LC	





CITY MAP



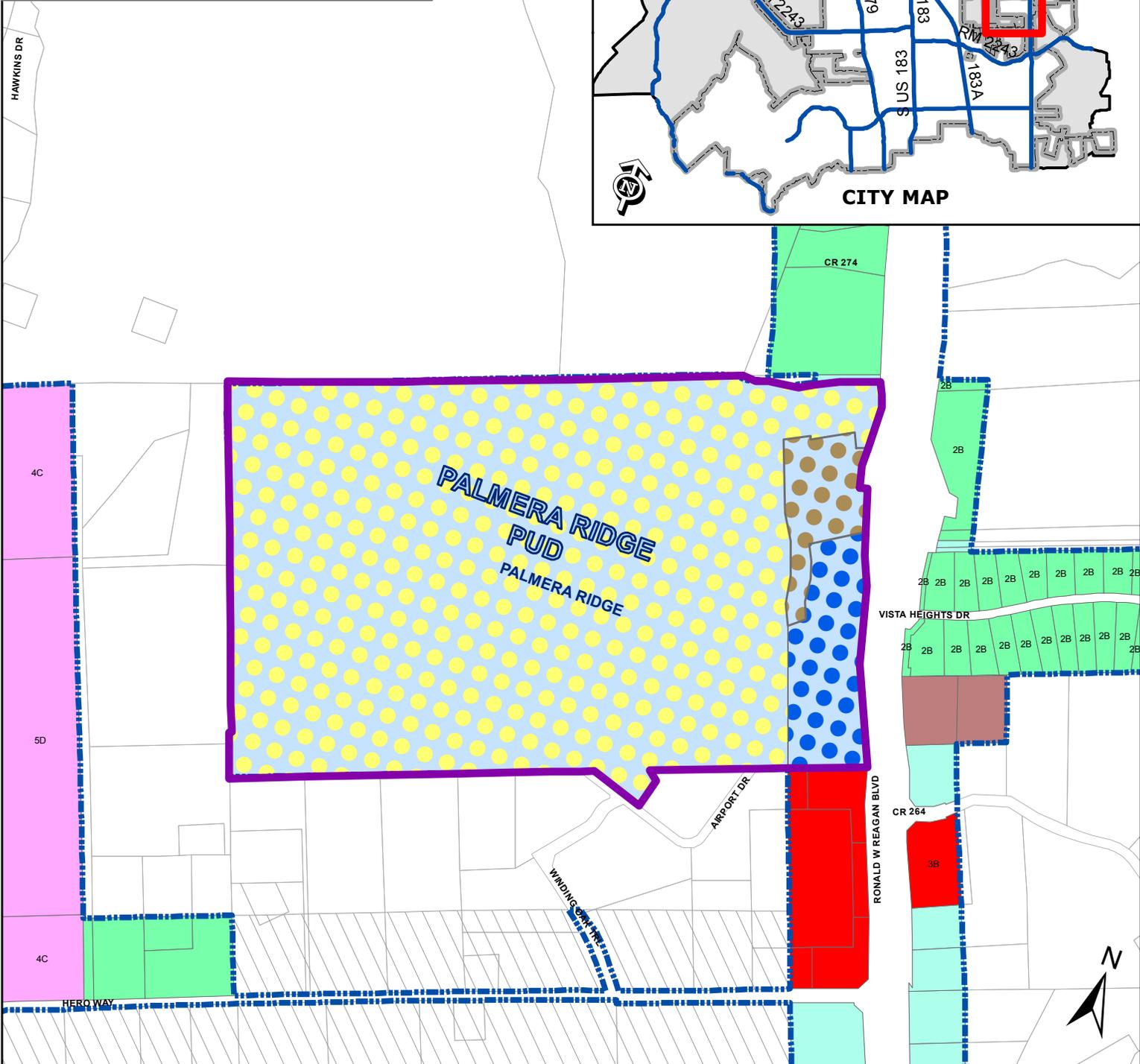
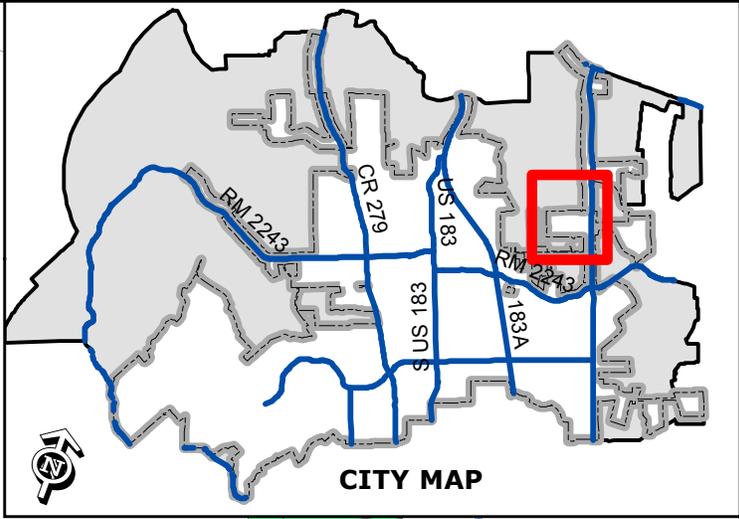
ZONING CASE 15-Z-004 Attachment #3

Aerial Exhibit - Approximate Boundaries
Palmera Ridge PUD



-  Subject Property
-  City Limits

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



ZONING CASE 15-Z-004 Attachment #4

Proposed Zoning Map - Palmera Ridge PUD

Subject Property	PUD Commercial	SFR	SFT	GC
City Limits	PUD Mixed Use	SFE	SFU/MH	HC
Future Annexation Per DA	PUD Multi-Family	SFS	TF	HI
Involuntary Annexation	PUD Single-Family	SFU	MF	PUD
Voluntary Annexation	PUD Townhome	SFC	LO	
		SFL	LC	



EXHIBIT A PALMERA RIDGE PLANNED UNIT DEVELOPMENT

1. Base zoning districts:
 - A. The base zoning districts for the project and PUD Plan shall be all Zoning Categories listed on Tables A and B (gathered from the City of Leander Composite Zoning Ordinance).

Table A Mixed Use

Zoning Category - City of Leander for Commercial/Multi Family Residential 15 Acres	Zoning Category	Acreage	Max # of Units	% of Total
General Commercial (1)	GC-3B	15		0-100%
Multi Family (1)	MF-2B			0-100%
Total		15		

1. Uses can be either, all or a combination of both uses on 15 acres

Table B Single Family and Condominium/Cluster

Zoning Category - City of Leander for Single Family - 175 Acres	Zoning Category	Lot Width	Minimum Lot Size	Living Area SF	Total Lots/Units	% of Total	Min/Max %
Single Family Compact	SFC-2A	50	5500	1100	229 Lots	38%	max
Single Family Urban	SFU-2A	60	7200	1200	200 Lots	33%	min
Single Family Suburban	SFS-2A	70	9000	1500	125 Lots	21%	min
Condominium/Cluster Development	MF-2A				46 Units	8%	Max
Total					600	100%	

2. PUD Area = 197.55 Acres
3. Single Family Lot width distribution shall be in accordance with Table B.
4. This PUD will be single family residential, condominium/Cluster housing, multi-family and commercial development.
5. This Project shall be limited to 600 single-family lots and approximately 15 acres (but no less than 11 acres) of commercial and or multi-family development fronting on Ronald Reagan Boulevard.
6. The development will contain a minimum of 20 acres of parkland, amenity center and natural open spaces.
7. A 6' decorative rock wall will be built along the rear or sides of homes backing or siding to all collector streets within a 25' landscaped parkway.

8. Over a 1 mile of pedestrian trails will be built within the development. A conceptual layout of the Trails is shown on Exhibit B.
9. Two native landscaped wet ponds will be constructed in Palmera Ridge Section 1 as shown on Exhibit B.
10. All single family homes and the condo/cluster development will be constructed to Type "A" Architectural Standards as defined by the City of Leander.
11. No homes will front on the collector road and all street facing sides of home backing or siding on the collector road will be 100% masonry.
12. A Single Tier of lots will be allowed along all collector streets identified on the PUD Land Use Plan.
13. The Development Agreement between the City of Leander and Palmera Ridge Development, Inc. regarding the Development applies to this PUD.
14. Garage Placement: For lots less than sixty feet wide (and less than seventy feet on corner lots) and zoned SFC or SFT, residential street facing garages shall be located not closer to the street than five feet in front of the dwelling or roof of a covered porch, with such dwelling or porch structure being not less than seven feet wide for all portions of the structure adjacent to the garage. For all other lots, residential street facing garages shall be located no closer to the street than the dwelling. The minimum front building setback is 20' from the property line (25' front setback for street facing garages). For purposes of this provision on garage placement, the lot width shall be determined based on the width of the lot at the front building setback of the lot for all lot sizes. Measurement of corner lots shall be ten feet wider to account for a fifteen foot street side setback.

Garage Setback		SFC	SFU	SFS
Interior Lot	Lot Width	50	60	70
Corner Lot	Lot Width	60	70	80
	Side Yard Setback	5	5	5
	Rear Yard Setback	15	15	15
	Front Garage Setback	25	25	25
	Minimum Front Setback	20	20	20
	Street Side Building Setback	15	15	15
	Street Side Garage Setback	20	20	20

15. A Hill Country Street lighting plan for this PUD will require a minimum spacing of 300' along all collector and public streets. Decorative Street Lighting shall be permitted within the median of Palmera Ridge Boulevard. All street lighting shall be installed with energy efficient LED light fixtures.
16. Primary subdivision signage will be located at the entry along Ronald Reagan Blvd. and shall be allowed a maximum of 80 square feet of signage or graphics. Tertiary entrance signs shall be comprised of stone or masonry and shall each be allowed a maximum of 50 square feet with a maximum of 15 square feet of signage or graphics.
17. Site and Architectural components for Condo/Cluster site:
 - A. Maximum Number of Detached Units: 46 Units
 - B. Architectural Components: Type A
 - C. Access Drives: Driveway access to Units is prohibited from Azul Lagoon Drive. internal private drives shall be a minimum of 26 foot wide with curb and gutter measured from face of curb to face of curb.
 - D. Units adjacent to Azul Lagoon Drive must face Azul Lagoon Drive with rear entry garage accessed from internal private drive.
 - E. Residential Setbacks: Front building setbacks shall be a minimum of 15-feet from back of curb. Side building separation shall be a minimum of 10-feet. When the rear of one unit is immediately adjacent to the side of another unit the minimum setback shall be 10-feet. Rear building separation (defined as the condition when rears of two units are immediately adjacent to one another) shall be a minimum of 30-feet. Patios (covered or uncovered) and decks are not included in the rear building separation. Eave overhang is not included in calculations for minimum building separation. A minimum of seven-foot clear zone between building roof lines will be provided.
 - F. Sidewalks: A 4' sidewalk is required along all public streets. No sidewalks are required along the internal private drives.
 - G. Units may have single car garages with driveways at least 18 feet long and 9 feet wide. Garages will be setback at least 20' feet from the back of curb except for units fronting on Azul Lagoon Drive which shall have rear access garages. Garages may be flush with the primary façade as long as primary façade is located 20' from the back of curb (porches are considered part of the primary façade as long as they are a minimum of 7 feet wide and 6 feet deep).
 - H. Lighting: Street lighting is required along all public streets and is optional in the interior private drives within the project.
 - I. Minimum landscape requirements for detached single-family and two-family residential structures shall be two (2) two-inch significant trees such as oak, elm, pecan, walnut, hickory, cherry, cypress, redbud and any rare species measured eighteen inches above finished grade immediately after planting, three (3) one-gallon shrubs, three (3) five-gallon shrubs and turf grass or an alternative material as defined in this section from the front property line to the front two (2) corners of the structure and a minimum coverage area extending 3' from the slab/foundation to protect water runoff from the roof drip line. If lawn grass is not used in this area, then rain gutter systems shall be in place. One three and a half inch caliper tree may be substituted for two (2) two-inch trees if the tree is planted in the front yard. Existing trees and shrubs that are retained in healthy condition may count toward fulfillment of these requirements.



Table C Condo Cluster Building Envelopes	
30' x 40'	(1,200 SF)
MINIMUM*	
35' x 65'	(2,275 SF)
MAXIMUM*	

ORDINANCE NO #

ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY AMENDING THE PALMERA RIDGE PUD (PLANNED UNIT DEVELOPMENT); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.

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

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

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

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

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

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

Section 3. Applicability. This ordinance applies to the following parcels of land, which is herein referred to as the "Property:" That certain parcels of land being 197.55 acres, more or less, located in Leander, Williamson County, Texas, being more particularly described in Exhibit "A", generally located on the north of Hero Way, west of Ronald W. Reagan Blvd, and south of San Gabriel Pkwy; legally described as Part of Lot 7, Kittie Hill Acres and 195.649 acres more or less out of the T. Chambers Survey, more particularly described in Document Numbers 2013115345 and 2014001362, Official Public Records of Williamson County, Texas, and identified by tax identification numbers R098020, R031606, R473799, R473798, R473797, R333713, R031617, and R031607.

Section 4. Property Rezoned. The Zoning Ordinance is hereby amended by changing the zoning district for the Property from GC-3-C (General Commercial), Interim SFS-2-B (Single-Family Suburban) and Interim SFR-1-B (Single-Family Rural) to PUD (Planned Unit Development) known as the Palmiera Ridge PUD. The PUD shall be developed and occupied in accordance with this Ordinance, the PUD plan attached as Exhibit "B", which are hereby adopted and incorporated herein for all purposes, and the Composite Zoning Ordinance to the extent not amended by this Ordinance. In the event of a conflict between the Composite Zoning Ordinance and the requirements for the Property set forth in this Ordinance, this Ordinance shall control.

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

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

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

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

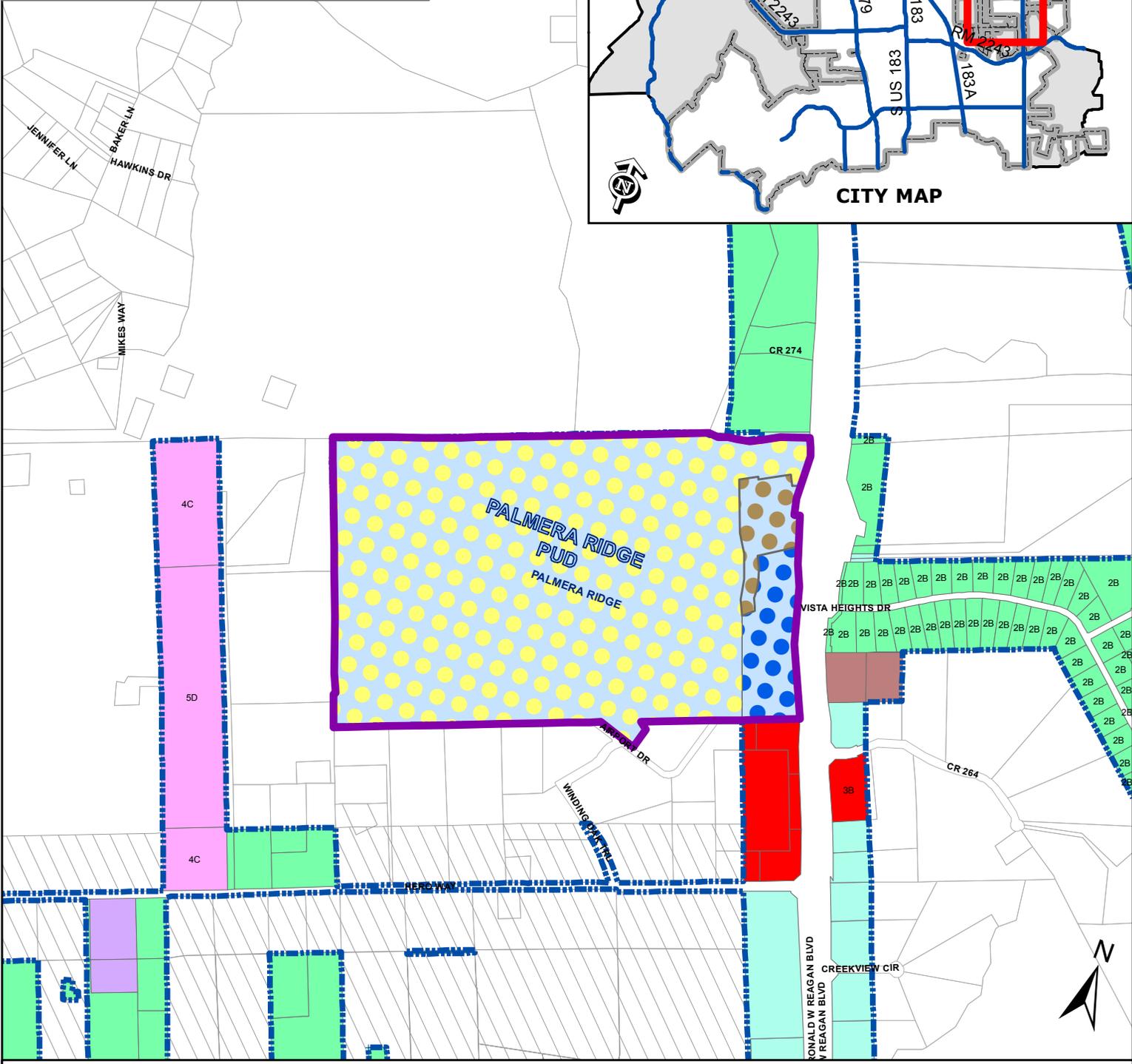
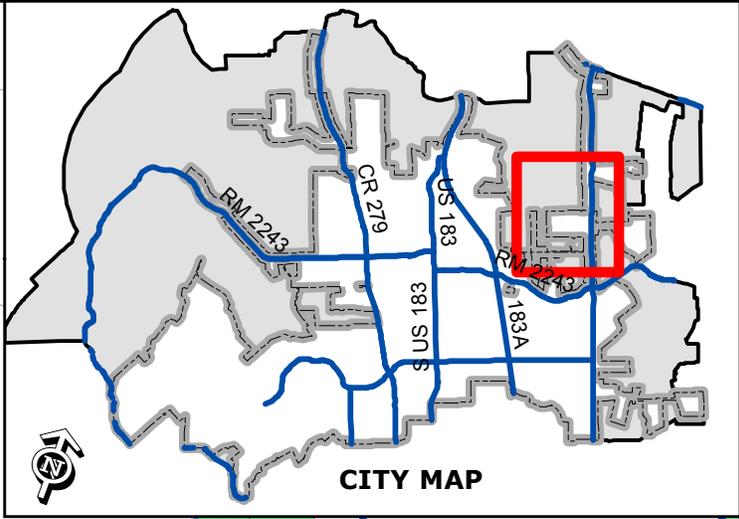
THE CITY OF LEANDER, TEXAS

ATTEST:

Christopher Fielder, Mayor

Debbie Haile, City Secretary

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



ZONING CASE 15-Z-004 Exhibit A

Current Zoning Map - Palmera Ridge PUD

 Subject Property	 PUD Commercial	 SFR	 SFT	 GC
 City Limits	 PUD Mixed Use	 SFE	 SFU/MH	 HC
 Future Annexation Per DA	 PUD Multi-Family	 SFS	 TF	 HI
 Involuntary Annexation	 PUD Single-Family	 SFU	 MF	 PUD
 Voluntary Annexation	 PUD Townhome	 SFC	 LO	
		 SFL	 LC	





Executive Summary

June 18, 2015

Agenda Subject: Special Use Case #15-SU-001: Consider action on a Special Use Permit for a temporary parking lot associated with the model home complex, generally located to the northwest of the intersection of West Broade Street and Longhorn Cavern Road within the Oak Creek Subdivision, Leander, Williamson County, Texas.

Background: This request is the final step in the process.

Origination: Applicant: Pape-Dawson Engineers on behalf of Sentinel Cotter Leander, LLC.

Financial Consideration: None

Recommendation: See Planning Analysis. The Planning & Zoning Commission unanimously recommended approval of the special use permit at the May 28, 2015 meeting. The City Council unanimously approved the special use permit at the June 4, 2015 meeting.

Attachments:

1. Planning Analysis
2. Current Zoning Map
3. Proposed Site Plan
4. Aerial Map
5. Letter of Intent
6. Ordinance

Prepared By: Tom Yantis, AICP
Assistant City Manager

06/09/2015



PLANNING ANALYSIS

SPECIAL USE PERMIT CASE 15-SU-001 OAK CREEK MODEL HOME PARKING

GENERAL INFORMATION

- Owner:** Sentinel Cotter Leander, LLC
- Agent:** Pape-Dawson Engineers
- Current Zoning:** PUD (Planned Unit Development Single-Family)
- Size and Location:** The subject property is generally located to the northwest of the intersection of West Broade Street and Longhorn Cavern Road within the Oak Creek Subdivision
- Staff Contact:** Martin Siwek, AICP, GISP

ABUTTING ZONING AND LAND USE:

The table below lists the abutting zoning and land uses.

	ZONING	LAND USE
NORTH	PUD	Oak Creek Subdivision (Single-Family Under Construction)
EAST	PUD	Oak Creek Subdivision (Proposed Condo Regime)
SOUTH	SFC-2-B	Single-Family Neighborhood (North Side Meadow) (Under Construction)
WEST	PUD	Oak Creek Subdivision (Single-Family Under Construction)

ANALYSIS:

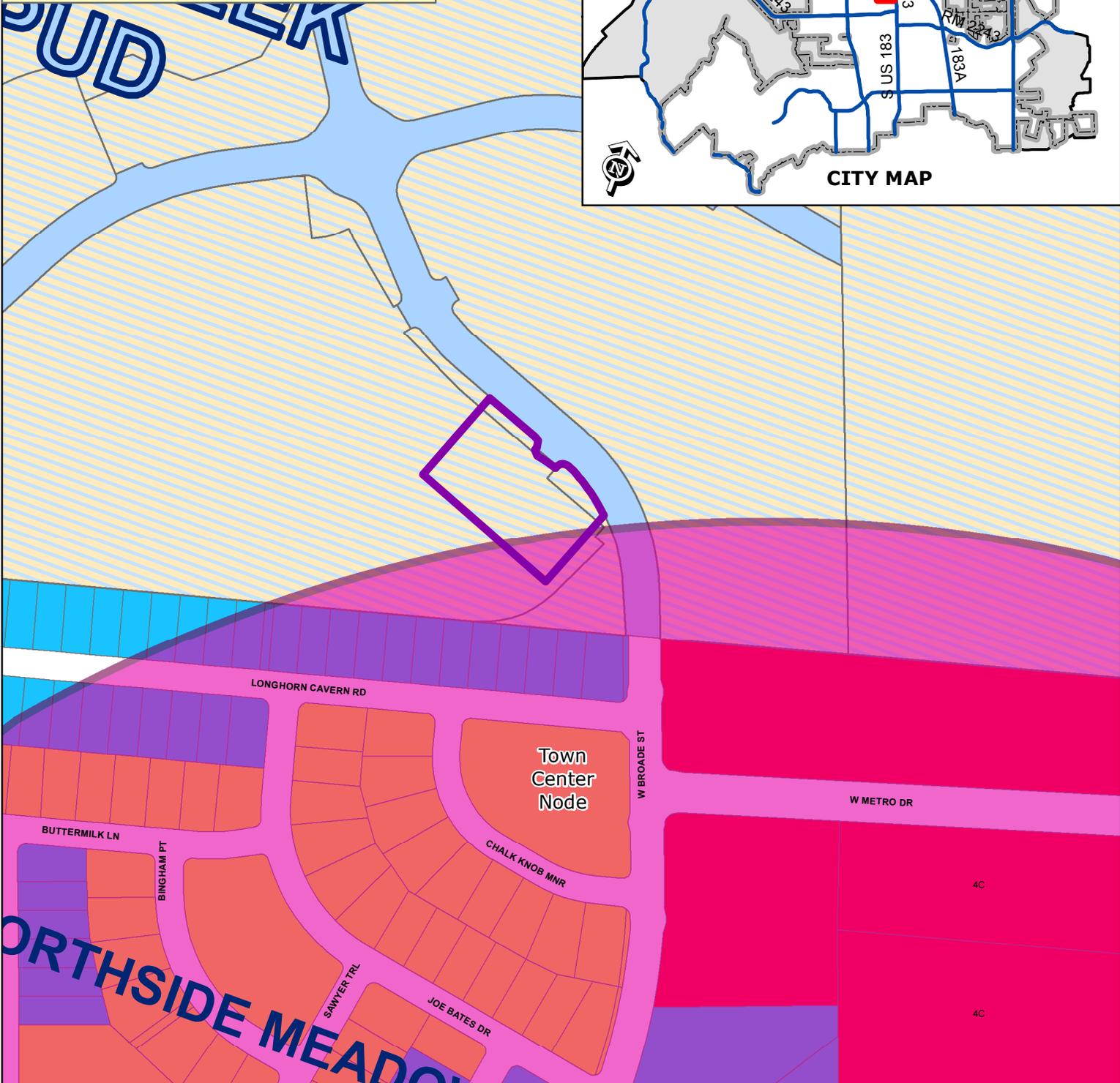
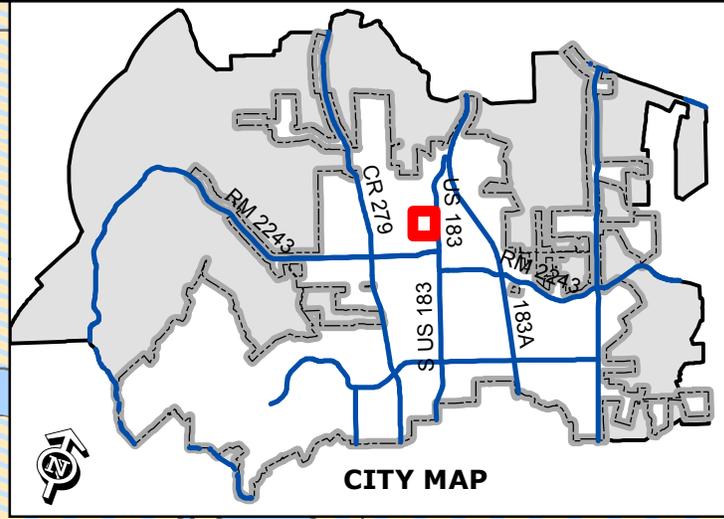
Uses permitted in a zoning district are classified in two ways. The first type of use is what is referred to as a use permitted by right. A use permitted by right is allowed in the specified zoning district(s) provided that the property owner complies with specified building and site requirements. The second type of use is what is referred to as a special use. A special use permit allows for certain land uses in a given zoning district and generally requires more review by the Planning and Zoning Commission and City Council in order to ensure the compatibility of the proposed use with the surrounding land uses.

The applicant is requesting a temporary parking lot in order to provide parking for their model home complex. This parking lot will offer a safer option for existing residents and potential home buyers. At a later date, the paved area will be removed and a home will be built.

Staff recommends approval of this special use permit with the following conditions:

1. The parking lot will comply with the Composite Zoning Ordinance landscaping and lighting requirements.
2. The parking lot will be removed within one year.

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SPECIAL USE PERMIT CASE 15-SU-001



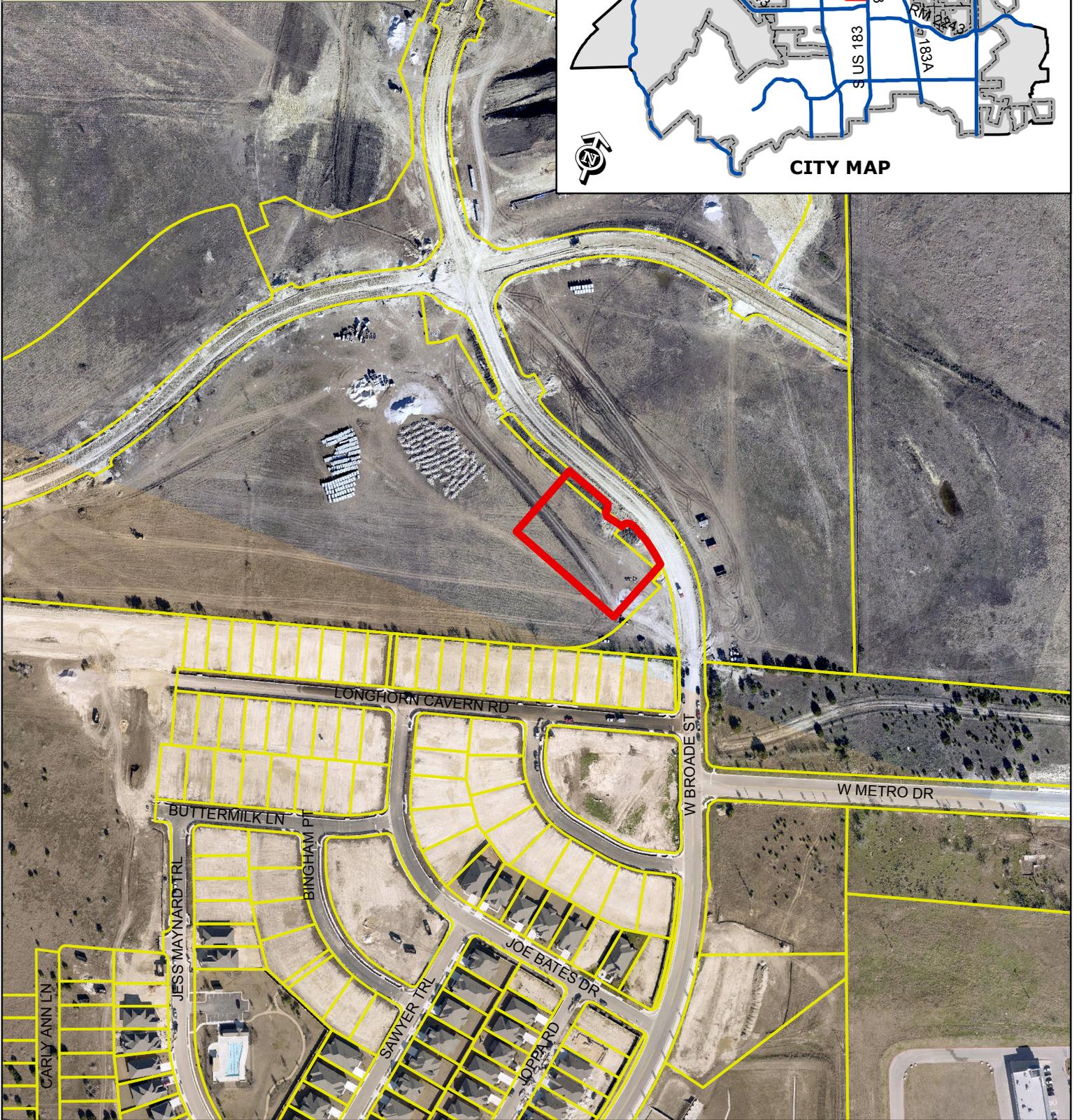
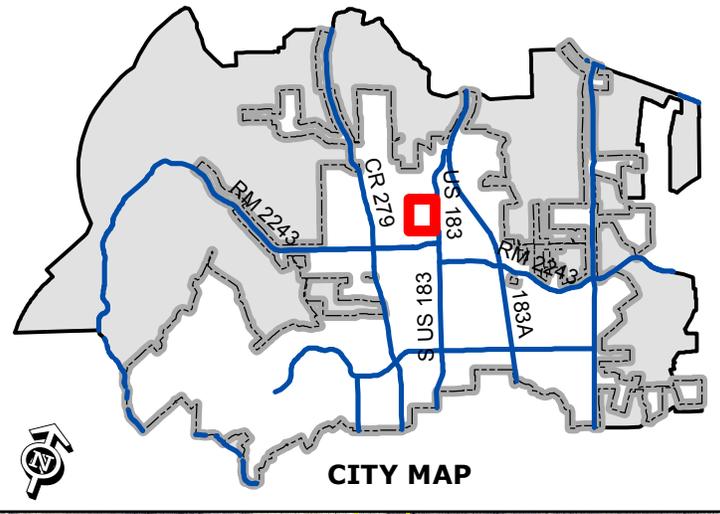
Attachment #2

Current Zoning Map
Oak Creek Model Home Parking



SFR	SFT	GC	CD Conventional Sector	T5 Urban Center
SFE	SFU/MH	HC	S1 General Sector	T6 Urban Core
SFS	TF	HI	S2 Station Sector	S1, T4; T4 General Urban
SFU	MF	PUD	S3 Old Town Sector	SD Special District
SFC	LO	SECTORS	TRANSECTS	
SFL	LC	OS Open Space	Civic Building	

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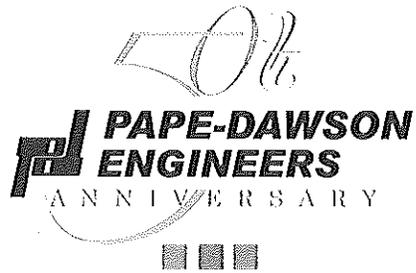


S.U.P. CASE 15-SU-001 Attachment #4

Aerial Exhibit - Approximate Boundaries
Oak Creek Model Home Parking



-  Subject Property
-  City Limits



April 28, 2015

Robin M. Griffin, AICP
City of Leander Planning Department Project Name:
104 North Brushy Street
PO Box 319 Leander, Texas 78646

RE: Oak Creek Special Use Permit

Attachments: Special Use Permit Application

Dear Ms. Griffin:

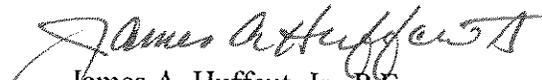
On behalf of our client we are submitting a Special Use Permit Application for Oak Creek Subdivision. Our client would like to construct temporary sales offices off W Broade Street. They intent to use these sales offices for about one year as the subdivision is developed. When the trailers are no longer needed the area will be demolished and turned into permanent residential lots. The temporary sales office area includes 4 trailers, a parking lot, and a driveway similar to the attached Project Area Exhibit and Schematic Site Plan.

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

Sincerely,

Pape-Dawson Engineers, Inc.

Texas Board of Professional Engineers, Firm Registration #470


James A. Huffcut, Jr., P.E.
Vice President

ORDINANCE NO #

ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY APPROVING A SPECIAL USE PERMIT FOR A TEMPORARY PARKING LOT ASSOCIATED WITH THE MODEL HOME COMPLEX ON ONE PARCEL OF LAND; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.

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

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

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

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

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

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

Section 3. Applicability. This ordinance applies to the following parcel of land, which is herein referred to as the "Property." That certain parcel of land being 1.245 acres, more or less, located in Leander, Williamson County, being more particularly described in Exhibit "A", generally located approximately 225 feet to the northwest of the intersection of West Broade Street and Longhorn Cavern Road, more particularly described in Document Number 2013089235, Official Public Records of Williamson County, Texas, and identified by tax identification number R529001, R529002, and R529007, .

Section 4. Special Use Permit. The Special Use Permit is hereby approved for a temporary parking lot associated with the Model Home Park for the Property with the following conditions: 1) the parking lot will comply the Composite Zoning Ordinance landscape requirements and 2) the parking lot will be removed within one (1) year.

Section 5. Severability. Should any section or part of this ordinance be held unconstitutional, illegal, or invalid, or the application to any person or circumstance for any reasons thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof;

but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this ordinance are declared to be severable.

Section 6. Open Meetings. That it is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapt. 551, Loc. Gov't. Code.

PASSED AND APPROVED on First Reading this the 4th day of June, 2015.
FINALLY PASSED AND APPROVED on this the 18th day of June, 2015.

THE CITY OF LEANDER, TEXAS

ATTEST:

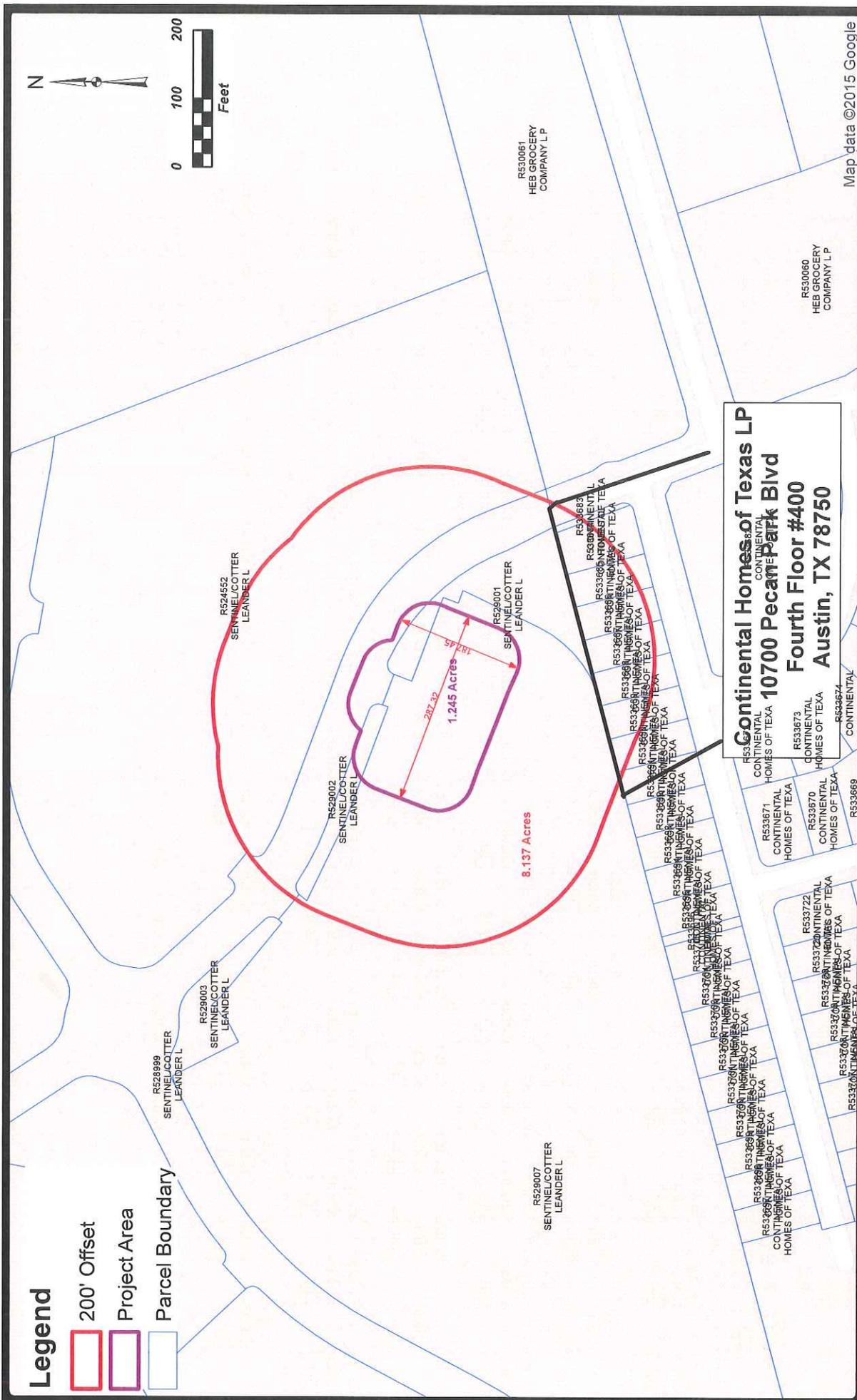
Christopher Fielder, Mayor

Debbie Haile, City Secretary

Date: Apr 29, 2015 3:16:06 PM User: alwington
 File: I:\McIntosh\Projects\Shelby\50784201\LEADER.L, austin.mxd

Legend

- 200' Offset
- Project Area
- Parcel Boundary



Map data ©2015 Google

REVISIONS:

PAPE-DAWSON ENGINEERS

7800 SHOAL CREEK BLVD | SUITE 200 WEST | AUSTIN, TEXAS 78757 | PHONE: 512.454.8711 | FAX: 512.459.8867

TEXAS BOARD OF PROFESSIONAL ENGINEERS, FIRM REGISTRATION # 470

OAK CREEK SUBDIVISION

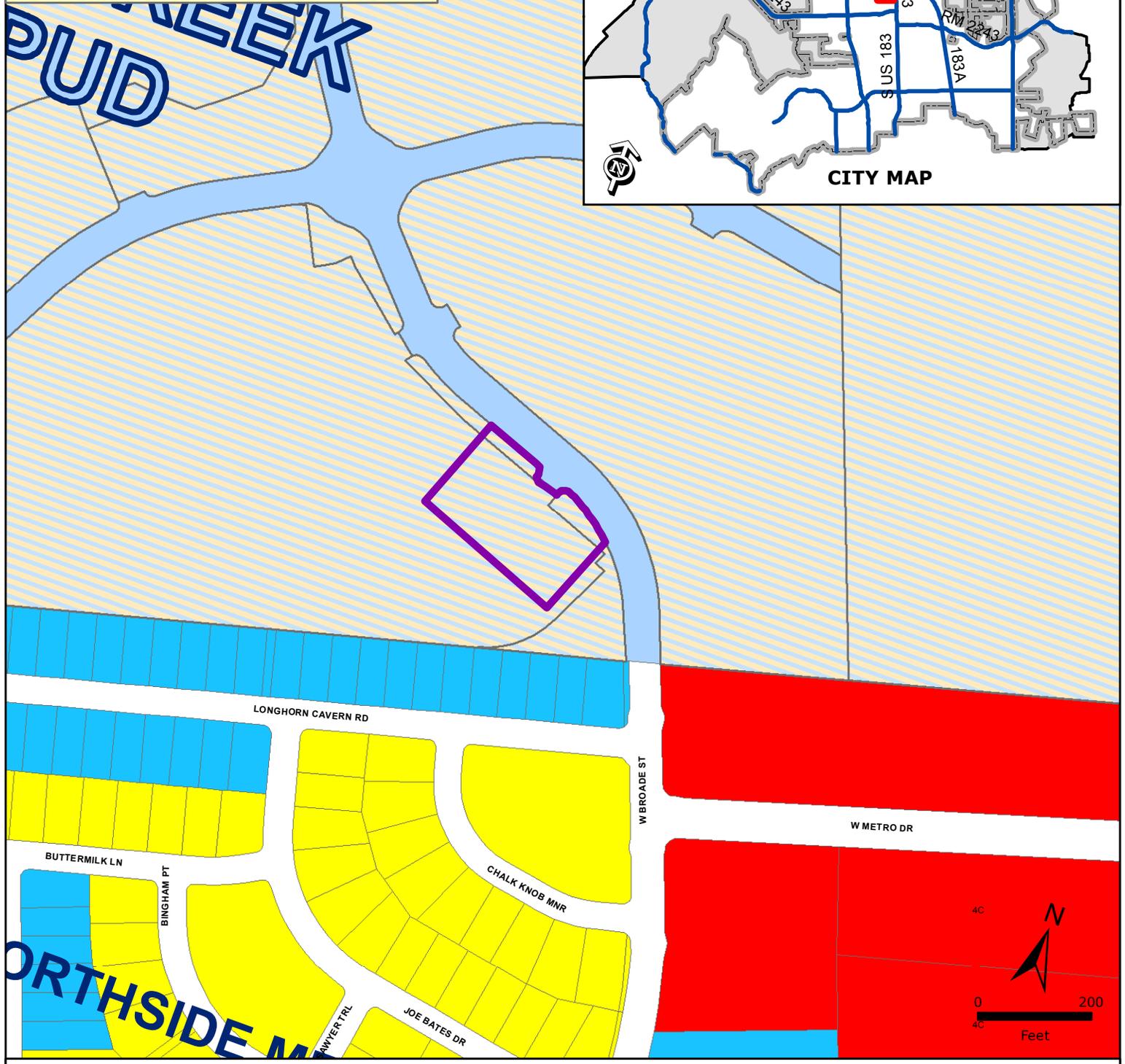
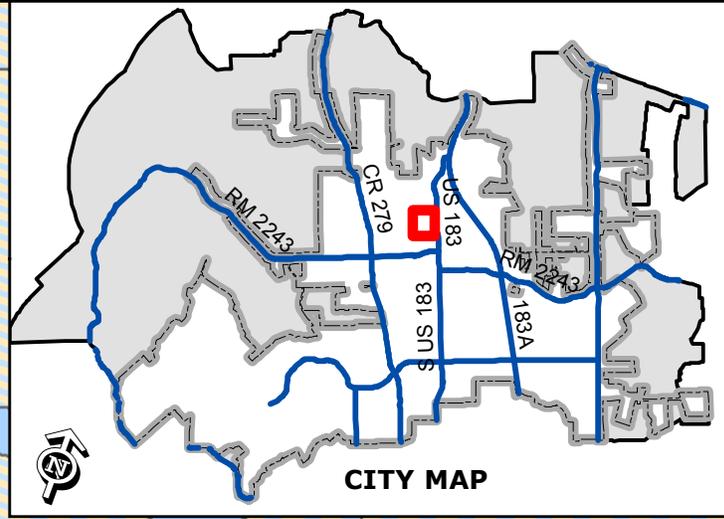
PROJECT AREA EXHIBIT

TAX MAP

JOB NO.	0000-00
DATE	Apr 2015
DESIGNER	AAA
CHECKED	AA
DRAWN	AA
SHEET	1

THIS DOCUMENT HAS BEEN PRODUCED FROM MATERIAL THAT WAS STORED AND/OR TRANSMITTED ELECTRONICALLY AND MAY HAVE BEEN INADVERTENTLY ALTERED. RELY ONLY ON FINAL HARD-COPY MATERIALS BEARING THE CONSULTANT'S ORIGINAL SIGNATURE AND SEAL.

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SPECIAL USE PERMIT CASE 15-SU-001, EXHIBIT B

Current Zoning Map	SFR	SFL	LO	SECTORS	Civic Building
Oak Creek Model Home	SFE	SFT	LC	OS Open Space	T5 Urban Center
Parking	SFS	SFU/MH	GC	CD Conventional Sector	T6 Urban Core
Subject Property	SFU	TF	HC	S1 General Sector	S1, T4; T4 General Urban
City Limits	SFC	MF	HI	S2 Station Sector	SD Special District
			PUD	S3 Old Town Sector	



Executive Summary

June 18, 2015

Council Agenda Subject: Receive Quarterly Investment Report for the period ending 3/31/2015.

Background: State law requires that the governing body be presented with a quarterly report outlining the City's investments. The period covered in this report is January through March 2015. The average interest rates in TexPool for the quarter rose slightly, from 0.0418% in December to 0.0462% in March. TexSTAR is slightly better at 0.0565%. As of 3/31/15, our earnings credit rate at our depository bank (Bank of America) remained at 0.25%. LISD GO Bonds purchased in February 2014 (Par \$4,655,000 with 2% coupon / 0.18% yield) will mature on 8/15/15. In March 2015, we purchased Federal Home Loan Bank security (Par \$4,000,000 at 0.40% with maturity at 3/30/2016, but callable at 6/30/2015). At 3/31/15, the Fed funds target rate remained within the zero to 0.25% range, and quarterly averages for the 3-month T-bill remained unchanged at 0.03% from the previous quarter (which ended December 2014), as well as did the 6-month T-bill average which stayed at 0.11%.

The Weighted Average Maturity (WAM) at 3/31/15 was 54.69 days, down from 79.71 days at the end of December and the weighted average yield dipped from 0.1638% to 0.1136%. Both drops were due to receipt of the Series 2015 CO's (\$28 million) that were placed in TexSTAR. In April, we invested the majority of these funds to increase interest earnings, while coinciding with the expected timing of project funding needs.

Origination: Robert G. Powers, Finance Director

Financial Consideration: n.a.

Recommendation: n.a.

Attachments: Quarterly Investment Report

Prepared by: Robert G. Powers, Finance Director

Quarterly Investment Report
City of Leander
Period Ending
3/31/15

Investment / Source of Funds	Account Name	Invest. Type**	Fund	Fund Type*	G/L Acct #	Settlement Date	Coupon Rate	Qtr Yield Rate	Maturity/ Call Date	Paid Principal/ Current Balance	Market Value	Interest 0ct-Sep
Cash In Bank												
Bank of America	Operating	I 5	Consolidated	F1	99-00-1110			0.2500%		\$ 6,245,912.38	\$ 6,245,912.38	\$ 8,628.04
Chase	Operating	I 5	Consolidated	F1	20 & 80-00-1122			0.0300%		\$ 4,023,726.07	\$ 4,023,726.07	\$ 732.97
East West Bank	Operating	I 5	Consolidated	F1	99-00-1000			0.2000%		\$ 1,002,040.94	\$ 1,002,040.94	\$ 987.92
Texas Capital Bank	Operating	I 5	Consolidated	F1	99-00-1000			0.3000%		\$ 245,328.89	\$ 245,328.89	\$ 328.89
Subtotal Cash in Bank										\$ 11,517,008.28	\$ 11,517,008.28	\$ 10,677.82
U.S. Agencies & Instrumentalities												
Leander ISD GO Ser 2014	52184CV6	I 2	Consolidated	F1	99-00-1000	2/20/14	2.0000%	0.181%	08/15/2015	\$ 4,780,638.45	\$ 4,686,328.15	\$ 46,550.00
FHLMC / Bank of America	3134GSE76	I 2	Consolidated	F1	99-00-1000	8/19/14	0.7000%		11/19/2014	\$ -	\$ -	\$ 2,333.32
FHLB / Bank of America	3130A4JVS	I 2	Consolidated	F1	99-00-1000	3/30/15	0.4000%	0.40%	03/30/2016	\$ 4,000,000.00	\$ 3,998,784.00	\$ -
Subtotal Agencies										\$ 8,780,638.45	\$ 8,685,112.15	\$ 48,883.32
Certificates of Deposit												
Unity National Bank/CDARS	Operating	I 3	Consolidated	F1	99-00-1000	12/26/14		0.3000%	12/24/2015	\$ 1,001,052.60	\$ 1,001,052.60	\$ 1,802.60
Texas Capital Bank	Operating	I 3	Consolidated	F1	99-00-1000	10/20/13			10/20/2014	\$ -	\$ -	\$ 51.10
East West Bank	Operating	I 3	Consolidated	F1	99-00-1000	11/14/14		0.4500%	11/14/2015	\$ 4,510,112.78	\$ 4,510,112.78	\$ 10,112.78
Subtotal Certificates of Deposit										\$ 5,511,165.38	\$ 5,511,165.38	\$ 11,966.48
Investment Pools												
TexPool	General Fund I&S	I 4	Debt Service	F6	80-00-1510			0.0462%		\$ 5,097,133.34	\$ 5,097,133.34	\$ 445.78
TexPool	Consolidated Operating	I 4	Consolidated	F1	99-00-1520			0.0462%		\$ 8,723,157.71	\$ 8,723,157.71	\$ 1,525.05
TexPool	Utility Customer Deposit	I 4	Utility Fund	F3	99-00-1521			0.0462%		\$ 5,934.61	\$ 5,934.61	\$ 1.30
TexPool	Utility I&S	I 4	UF Debt Service	F6	85-00-1501			0.0462%		\$ 151,779.73	\$ 151,779.73	\$ 29.65
TexPool	TIRZ No. 1	I 4	Capital Projects	F1	79-00-1541			0.0462%		\$ 780.04	\$ 780.04	\$ 1.64
TexPool	BCRUA Contract	I 4	Capital Projects	F1	20-00-1500			0.0462%		\$ 10,599.94	\$ 10,599.94	\$ 1.87
Subtotal TexPool										\$ 13,989,385.37	\$ 13,989,385.37	\$ 2,005.29
TexStar	BCRUA Reserve	I 4	Consolidated	F5	20-00-1525			0.0565%		\$ 499,487.13	\$ 499,487.13	\$ 127.31
TexStar	6M Series 2010	I 4	Capital Projects	F2	53-00-1127					\$ -	\$ -	\$ 82.10
TexStar	Capital Asset Fund	I 4	Capital Projects	F2	14-00-1505			0.0565%		\$ 5.16	\$ 5.16	\$ -
TexStar	\$24M Series 2015 CO	I 4	Capital Projects	F2	54-00-1128			0.0565%		\$ 21,925,347.83	\$ 21,925,347.83	\$ 1,535.92
Subtotal TexStar										\$ 22,424,840.12	\$ 22,424,840.12	\$ 1,745.33
TexasDAILY	Consolidated Operating	I 4	Consolidated	F6	99-00-1522			0.0800%		\$ 1,046,944.27	\$ 1,046,944.27	\$ 364.08
Subtotal TexasTERM										\$ 1,046,944.27	\$ 1,046,944.27	\$ 364.08
Total All Funds									0.1136%	\$ 63,269,981.87	\$ 63,174,455.57	\$ 75,642.32

Quarterly Investment Report
City of Leander
Period Ending
3/31/15

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

**Investment Types:			
Code	Description:	% Authorized	Current %
I 1	U.S. Treasuries (Notes,Bills, Bonds)	100%	0%
I 2	U.S. Agencies & Instrumentalities	100%	14%
I 3	Certificates of Deposit	100%	9%
I 4	Eligible Investment Pools	100%	59%
I 5	Demand Account	100%	18%
I 6	Investment Sweep	100%	0%
Total			100%

Book Value:		As of 3/31/15	As of 12/31/14	Change
U.S. Treasuries (Notes,Bills, Bonds)	I 1	0.00	0.00	0.00
U.S. Agencies & Instrumentalities	I 2	8,780,638.45	4,780,638.45	4,000,000.00
Certificates of Deposit	I 3	5,511,165.38	5,505,861.20	5,304.18
Eligible Investment Pools	I 4	37,461,169.76	13,526,223.83	23,934,945.93
Demand Account	I 5	11,517,008.28	12,595,800.49	(1,078,792.21)
Investment Sweep	I 6	0.00	0.00	0.00
Total Book Value		63,269,981.87	36,408,523.97	26,861,457.90
WEIGHTED AVERAGE MATURITY (days)		54.69	79.71	(25.02)
WEIGHTED AVERAGE YIELD		0.1136%	0.1638%	-0.0502%

Market Value:		As of 3/31/15	As of 12/31/14	Change
U.S. Treasuries (Notes,Bills, Bonds)	I 1	0.00	0.00	0.00
U.S. Agencies & Instrumentalities	I 2	8,685,112.15	4,704,901.60	3,980,210.55
Certificates of Deposit	I 3	5,511,165.38	5,505,861.20	5,304.18
Eligible Investment Pools	I 4	37,461,169.76	13,526,223.83	23,934,945.93
Demand Account	I 5	11,517,008.28	12,595,800.49	(1,078,792.21)
Investment Sweep	I 6	0.00	0.00	0.00
Total Market Value		63,174,455.57	36,332,787.12	26,841,668.45

Gain/(Loss) (95,526.30) (75,736.85)

Certification:

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

Robert G. Powers 6/5/15

Investment Officer:
Robert G. Powers, Finance Director

Date



Executive Summary

June 18, 2015

Agenda Subject: Consideration of a License Agreement for the installation and maintenance of landscaping, signage, fencing and screening walls, irrigation, and decorative street lighting located within the City right-of-way and/or City property within the Bryson Subdivision.

Background: Bryson is requesting a license agreement to construct, install, and maintain landscaping, signage, fencing and screening walls, irrigation, and decorative street lighting located within Bryson Ridge Trail and other collector streets within the Bryson Subdivision.

Origination: Applicant: Stefan Pharis on behalf of the Bryson Community Association

Financial Consideration: None

Recommendation: Staff recommends approval of the license agreement.

Attachments:

1. License Agreement
2. Exhibit A
3. Location Exhibit

Prepared By: Tom Yantis, AICP
Assistant City Manager

06/12/2015

LICENSE AGREEMENT

The City of Leander, a Texas home-rule municipal corporation and political subdivision of the State of Texas situated in Williamson and Travis County, Texas (the "City"), and Bryson Community Association, Inc., a Texas non-profit corporation (the "Licensee"), enter into this License Agreement ("Agreement") on this the ____ day of _____, 20____, upon the terms and conditions set forth below.

I. PURPOSE OF LICENSE AGREEMENT. The City grants to Licensee and its consultants, contractors and subcontractors (collectively, the "Licensee Parties") permission to use the property, located within the right-of-way of Bryson Ridge Trail and other collector streets within the Bryson PUD, shown on Exhibit "A" attached hereto and incorporated herein for all purposes (the "licensed property"), for the following purposes only: (1) the installation and maintenance of a sign identifying the Bryson Subdivision ("Bryson") and neighborhood entry signs (Attached as Exhibit "E"); (2) the installation of landscaping (Attached as Exhibit "D"); (3) the installation of an irrigation system for the landscaping; (4) the installation of pole mounted street lighting (Attached as Exhibit "B"), landscape tree lighting, and sign lighting; (5) fencing, walls, or other hardscape items ("hardscape") either identifying or promoting the aesthetics of Bryson and (6) the repair, maintenance and replacement of the signage, landscaping and irrigation system, and hardscape within right-of-way of Bryson Ridge Trail shown on Exhibit "C" hereto. The sign, landscaping and irrigation system, decorative street lighting, and hardscape are sometimes collectively referred to herein as the "improvements".

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

Licensee agrees that all construction installation and maintenance permitted by this Agreement shall be done in compliance with plans and specifications approved in writing by the City Engineer or the City Planning Department and all applicable City, County, State and/or Federal laws, ordinances, regulations and policies now existing or later adopted. Prior to installation of any improvement, the Licensee shall further obtain the City's written approval of the specific location of the improvement on the licensed property. Licensee further agrees to construct, install, and maintain non-standard poles, signage, and streetlights that are approved by the City for all signs, poles, and streetlights within the licensed property, including but not limited to street name signs (Attached as Exhibit "F") and regulatory and cautionary traffic control signs. Name plates for street name signs shall be a shade of brown approved by the City.

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

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

to interfere with or destroy Licensee's use of the licensed property, or any property or the improvements placed thereon or therein by Licensee, if such use or action is determined necessary by the City.

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

IV. INSURANCE. Licensee shall, at its sole expense, provide a commercial general liability insurance policy, written by a company acceptable to the city and licensed to do business in Texas, with a combined single limit of not less than \$600,000.00, which coverage may be provided in the form of a rider and/or endorsement to a previously existing insurance policy. The City may require the Licensee to increase the combined single limit of such coverage from time to time in the discretion of the City. Such insurance coverage shall specifically name the City as an additional-insured. The insurance shall cover all perils arising from the activities of Licensee, its officers, employees, agents, or contractors, relative to this Agreement. Licensee shall be responsible for any deductibles stated in the policy. A certificate of insurance evidencing such coverage shall be delivered to the City Manager on or before the Licensee's use or occupancy of the licensed property.

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

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

VI. CONDITIONS. A. Licensee's Responsibilities. Licensee will be responsible for any and all damage to or relocation of existing facilities. Further, Licensee shall reimburse the City for all costs of replacing or repairing any property of the City, or of others, that is damaged by or on behalf of Licensee as a result of activities under this Agreement.

B. Maintenance. Licensee shall maintain the licensed property by keeping the area free of material amounts of debris and litter at Licensee's sole cost and expense. Licensee shall maintain all improvements in good working order and condition at Licensee's sole cost and expense. Removal of dead or dying plants shall also be handled by Licensee at its expense. Licensee shall remove and/or maintain vegetation at the intersections within the licensed property so that such vegetation does not interfere with the line of sight for traffic, and licensee shall further remove obstructions from and maintain the intersections within the licensed property free from obstructions that interfere with the line of sight for traffic. The City may require Licensee to take action to maintain the licensed property in compliance with this Agreement, including, but not limited to, the removal of dead or dying vegetation. Such removal shall be completed within thirty (30) days following receipt of a written request from the City.

C. Removal or Modification. Licensee agrees that removal or modification of any of the improvements now existing or to be later placed on the licensed property shall be at Licensee's expense. Provided the City has given prior written approval of the plans and specifications for the improvements, said removal or modification shall be at Licensee's sole discretion.

D. Default. In the event that Licensee fails to maintain the licensed property or otherwise comply with the terms or conditions as set forth herein, the City shall give Licensee written notice thereof, by registered or certified mail, return receipt requested, to the address set forth below. Licensee shall have thirty (30) days from the date of receipt of such notice to take action to remedy the failure complained of, and, if Licensee does not satisfactorily remedy the same within the thirty (30) day period (or, if the failure complained of cannot reasonably be remedied within thirty (30) days, if Licensee has not commenced to cure the failure within the that time period) the City may perform the work or contract for the completion of the work. Licensee agrees to pay within thirty (30) days of written demand by the City, all reasonable costs expenses incurred by the City in completing the work.

Licensee Address

Bryson Community Association
7000 N. Mopac, Suite 200
Austin, Texas 78731

City Address

City of Leander
Attn: City Manager
P. O. Box 319
Leander, Texas 78646-0319

VII. COMMENCEMENT AND TERMINATION BY ABANDONMENT. This Agreement shall begin with the effective date and continue thereafter for so long as the licensed property shall be used for the purposes set forth herein. If Licensee abandons the use of all or any part of the licensed property for the purposes set forth in this Agreement, this Agreement shall expire and terminate, as to the portion or portions abandoned, following thirty (30) days written notice by the City to the Licensee if such abandonment has not been remedied within the thirty (30) day period, or by Licensee to the City. If all or a part of the licensed property is abandoned by Licensee, the City shall, following notice and failure of Licensee to remedy the abandonment as

set forth above, have the same complete title to the licensed property so abandoned as though this Agreement had never been made, and shall have the right to enter on the licensed property and terminate the rights of Licensee, its successors and assigns hereunder, to the abandoned part of the licensed property. All installations of Licensee or the Licensee Parties on a portion of the licensed property that is abandoned shall be deemed property of the City unless removed with the consent of the City.

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

B. Termination by City. Notwithstanding any other term, provision or condition of this Agreement, subject only to prior written notification to Licensee or its successor-in-interest, this Agreement is revocable by the City if:

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

If Licensee abandons or fails to maintain the improvements or licensed property, and the City receives no substantive response within thirty (30) days following written notification to Licensee, then the City may remove and/or replace all of the improvements and collect from Licensee the City's actual and reasonable expenses incurred in connection therewith.

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

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

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

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

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

XIV. ASSIGNMENT. Licensee shall not assign, sublet or transfer its interest in this Agreement without the written consent of the City, which consent shall not be unreasonably withheld. Subject to the assignee's compliance with the insurance requirements set forth herein, if any, Licensee shall furnish to the City a copy of any such assignment or transfer of any of Licensee's rights in this Agreement, including the name, address, and contact person of the assignee, along with the date of assignment or transfer.

TERMS AND CONDITIONS ACCEPTED, this the ___ day of _____, 20__.

LICENSOR City of Leander

By: _____

Name: Kent Cagle

Title: City Manager

LICENSEE Bryson Community Association, Inc.

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the ____ day of _____, 20__, by _____, City Manager, City of _____, Texas, on behalf of the City.

Notary Public - State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

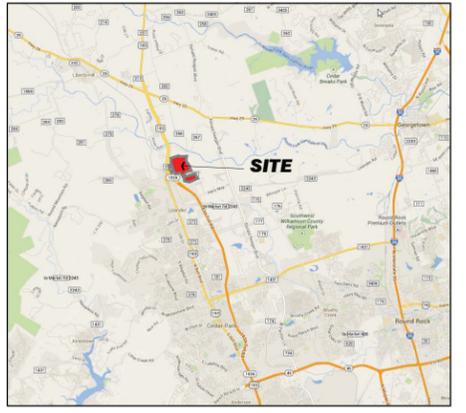
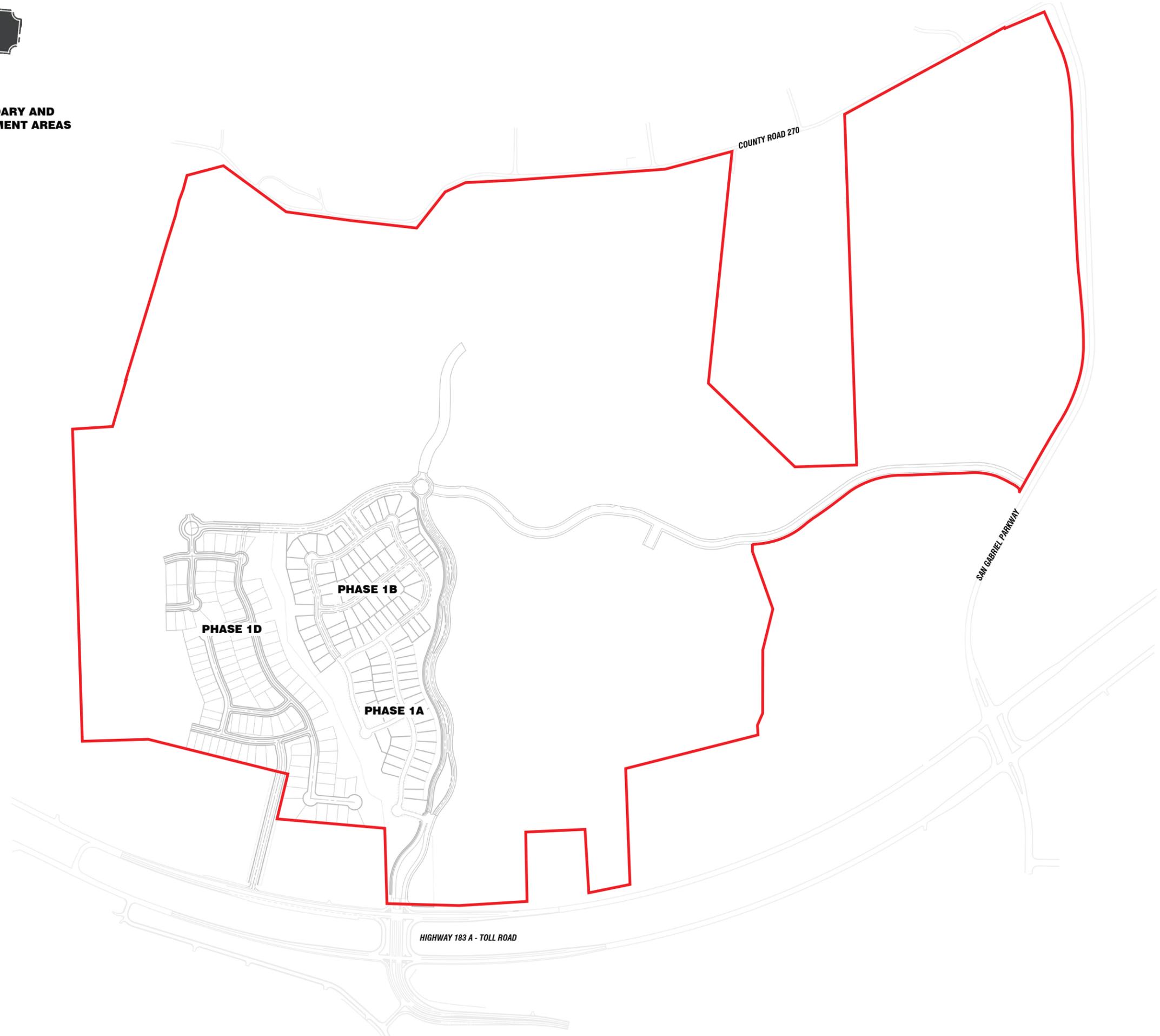
This instrument was acknowledged before me on this the ____ day of _____, 20__, by _____ of Bryson Community Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

Notary Public, State of Texas

AFTER RECORDING RETURN TO:
City of Leander
Attn: City Secretary
P. O. Box 319
Leander, Texas 78646-0319

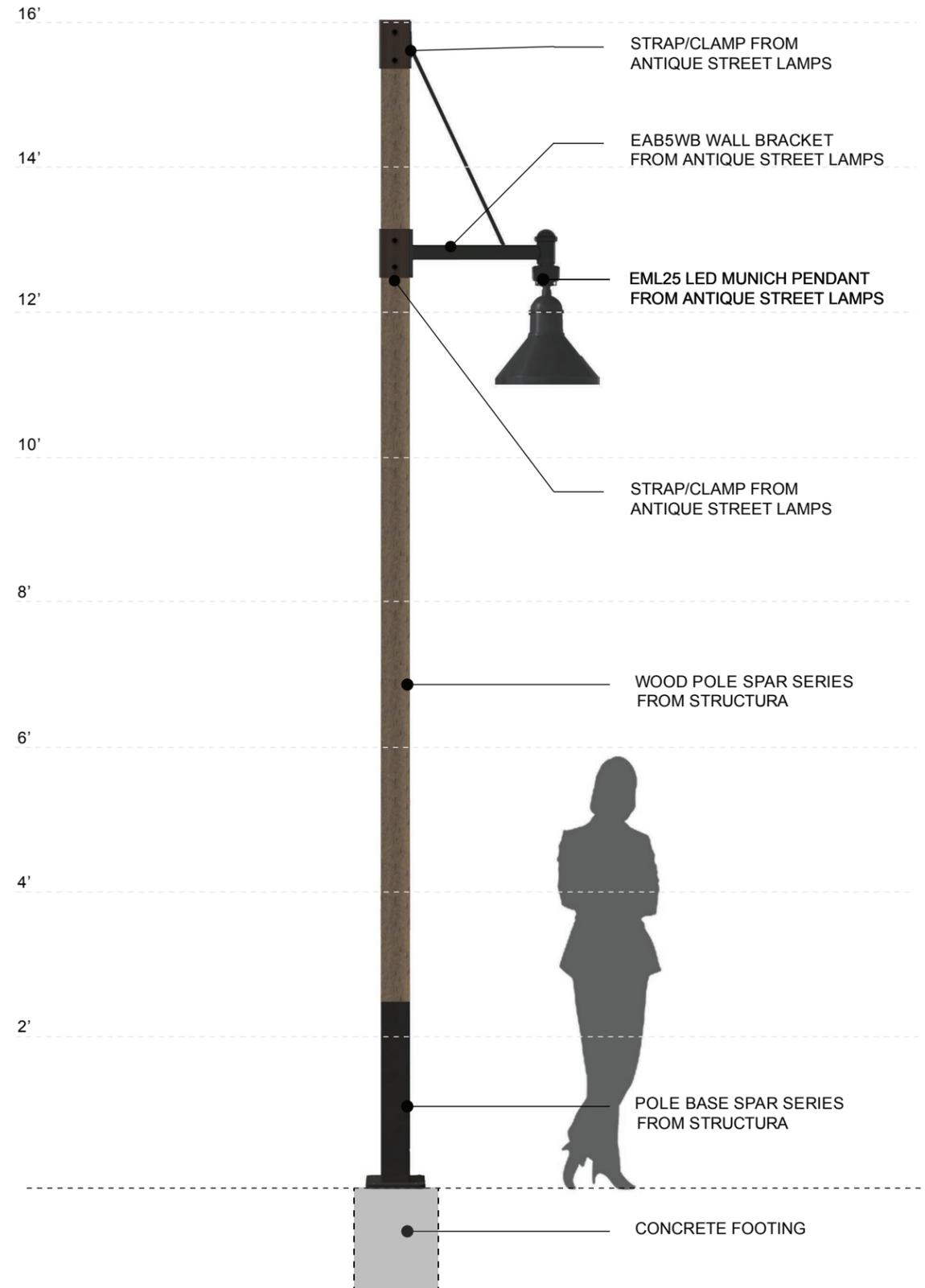
LEGEND

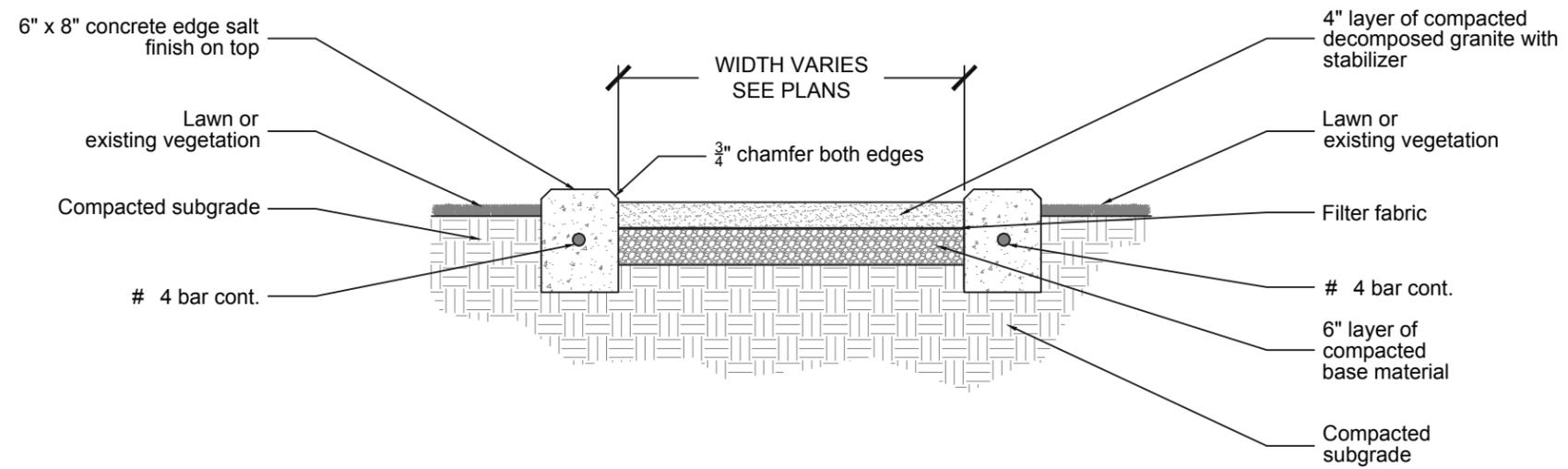
— PROJECT BOUNDARY AND
LICENSE AGREEMENT AREAS



LOCATION MAP

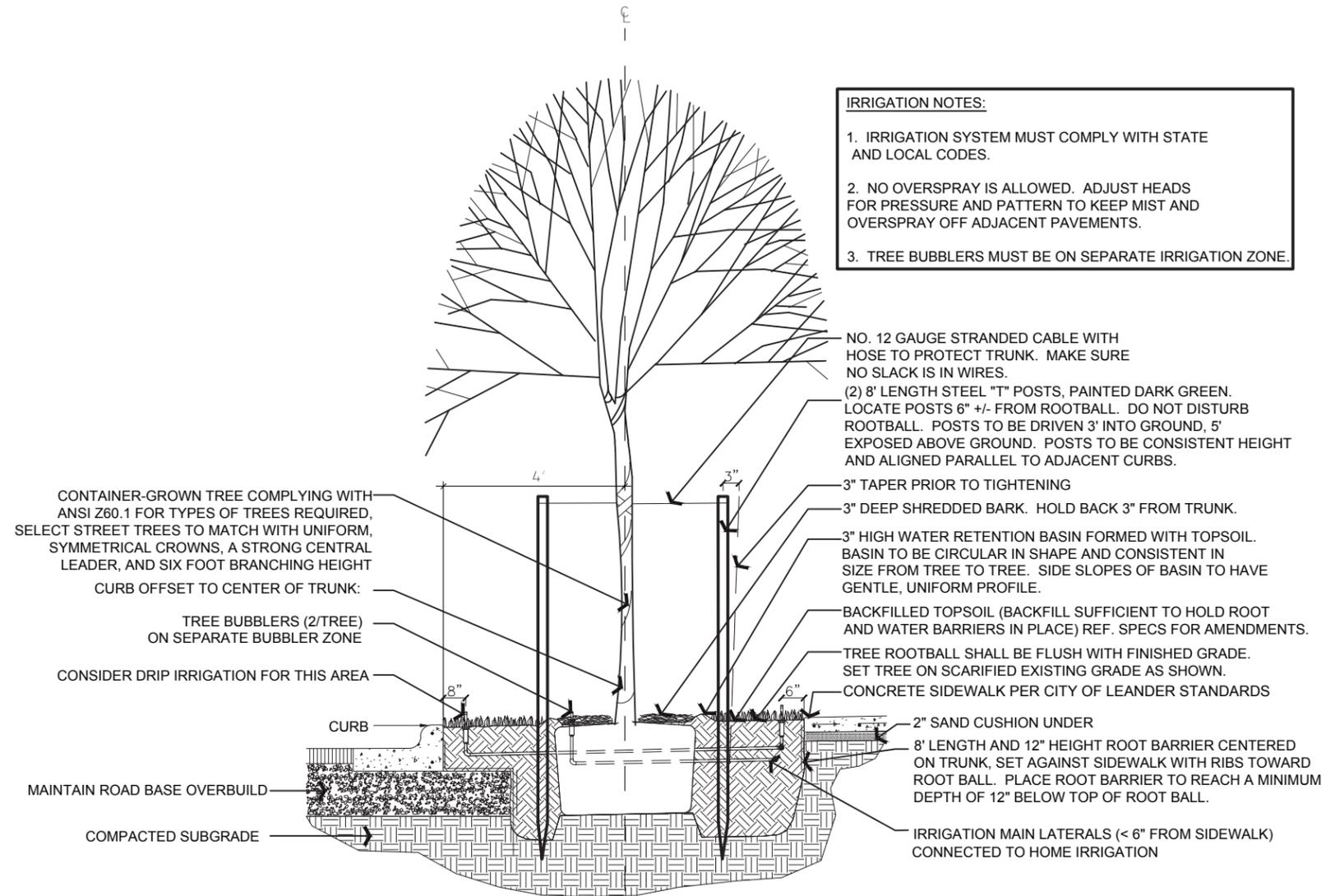
NOTE: ALL STREET LIGHTS SHOULD BE ON A METERED CIRCUIT AND HAVE LED FIXTURES.





SECTION A-A N.T.S.

A Stabilized Decomposed Granite Trail with Concrete Edge
 SCALE: nts



- NOTES:**
1. TREES MUST MAINTAIN A MINIMUM EIGHT (8) FOOT HORIZONTAL SEPARATION FOR ALL WATER UTILITY INFRASTRUCTURE. TREES WITHIN FIVE (5) FEET TO EIGHT (8) FEET OF ANY WATER UTILITY INFRASTRUCTURE REQUIRE A FORTY-EIGHT (48) INCH VERTICAL PLASTIC ROOT BARRIER TO BE INSTALLED PARALLEL TO THE UTILITY LINES(S) AND/OR APPURTENANCES PER THE STANDARD DETAIL FOR "DEEP ROOT TM" ROOT BARRIER. ANY OCCURRENCE WHERE TREES ARE CLOSER THAN FIVE (5) FEET FROM ANY WATER UTILITY INFRASTRUCTURE REQUIRE EITHER THE TREES(S) OR THE UTILITIES TO BE RELOCATED.
 2. TREES SHALL BE A MINIMUM OF 10' FROM STORM INLETS.
 3. CONTRACTOR SHALL REPAIR ALL DAMAGE AS A RESULT OF HIS WORK.
 4. ALL EXCESS MATERIAL MUST BE HAULED OFFSITE.

NOTE :

- THESE SIGNS ARE FOR ILLUSTRATIVE PURPOSES ONLY AND WILL BE REQUIRED TO COMPLY WITH THE SIGN ORDINANCE.
- ALL SIGNS SHOULD BE APPROVED BY THE CITY OF LEANDER PERMIT OFFICE.

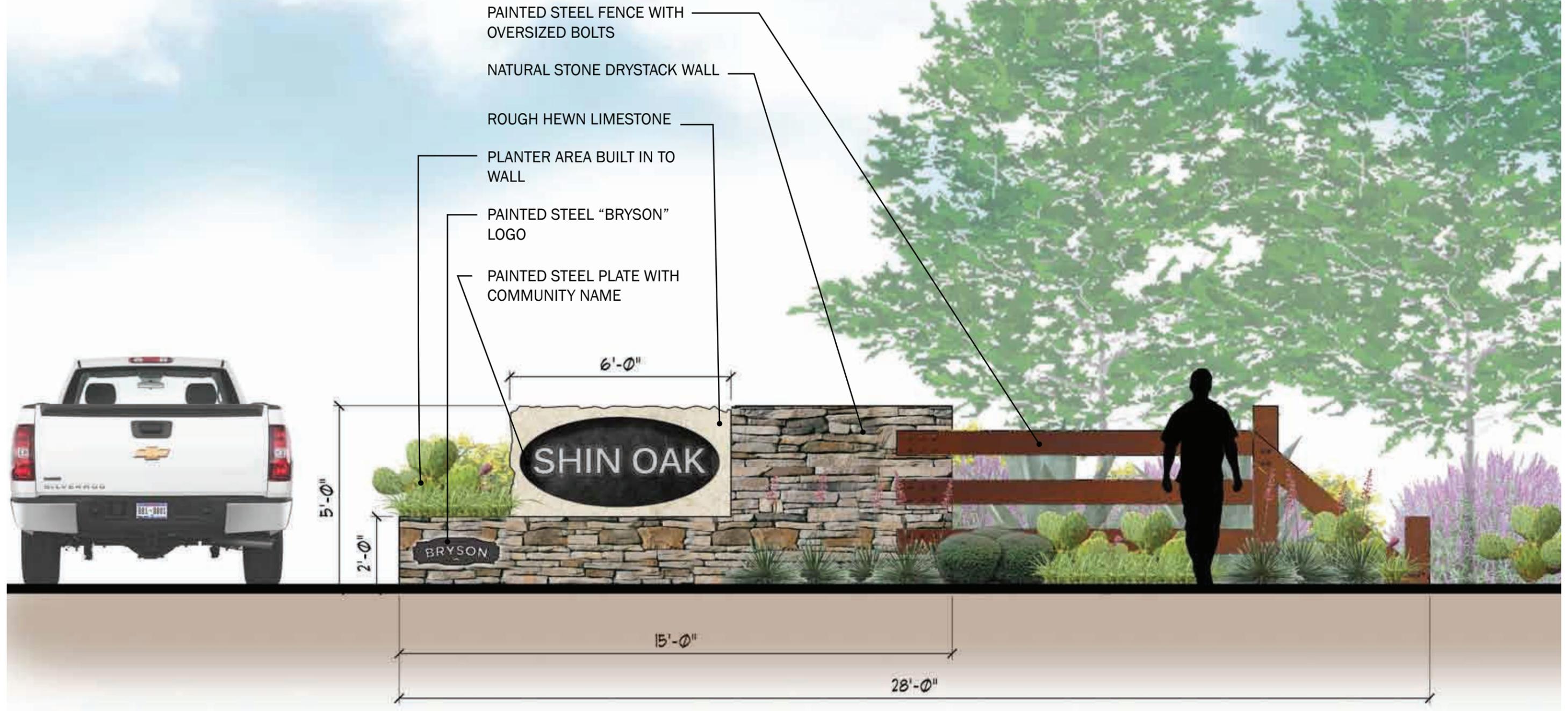


Exhibit E - Neighborhood Entry Sign

June 9, 2015

NOTE :

- THESE SIGNS ARE FOR ILLUSTRATIVE PURPOSES ONLY AND WILL BE REQUIRED TO COMPLY WITH THE SIGN ORDINANCE.
- ALL SIGNS SHOULD BE APPROVED BY THE CITY OF LEANDER PERMIT OFFICE.

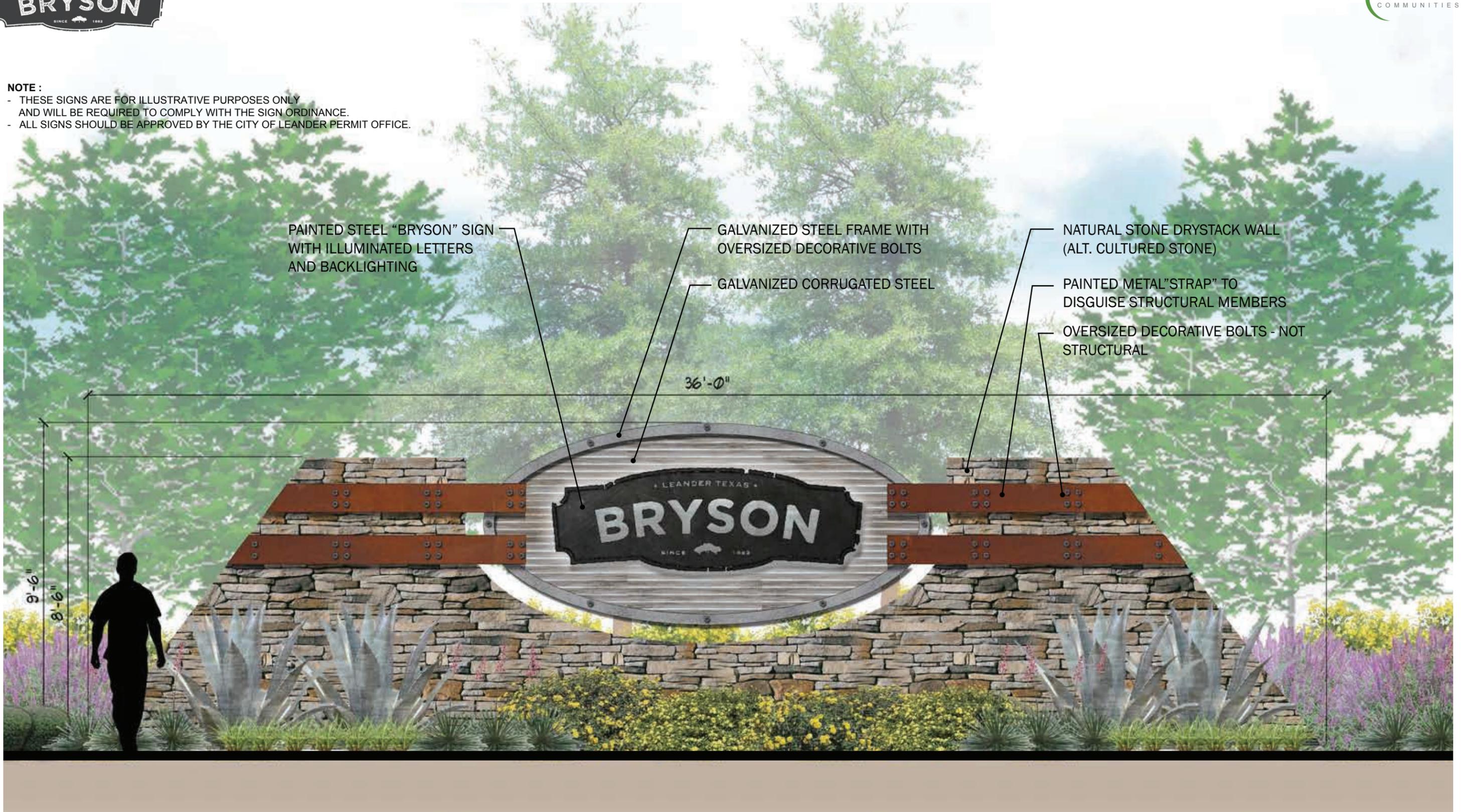


Exhibit E - Subdivision Entry Sign

June 9, 2015

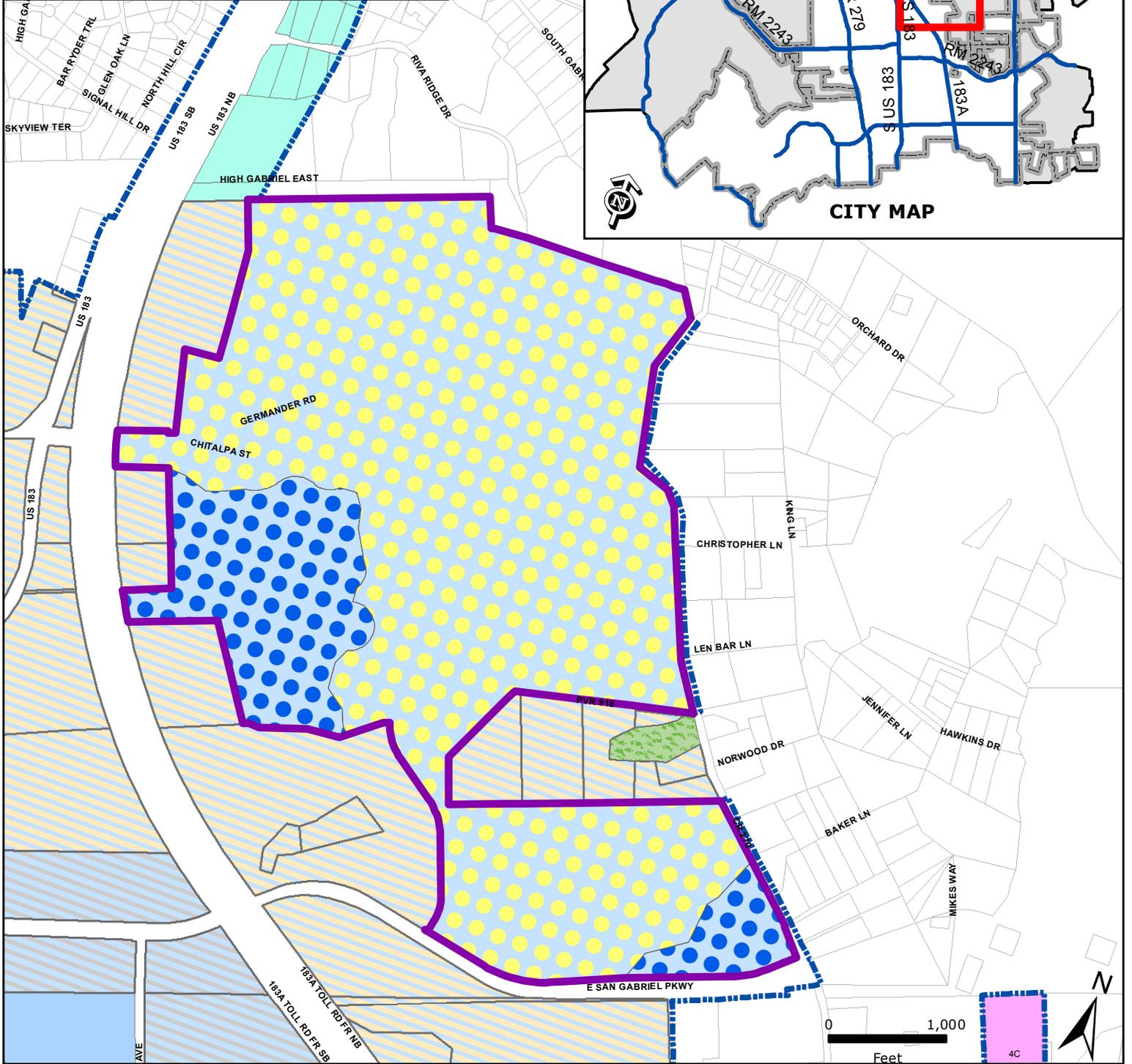


NOTE 1: THE MATERIAL AND REFLECTIVITY OF THE SIGNS WILL MEET **MUTCD** STANDARDS.

NOTE 2: FOR REFLECTIVITY PURPOSES, 3M DIAMOND GRADE FILMS WILL BE APPLIED IN ALL STREET SIGNS.



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



License Agreement - Attachment #3

Location Exhibit - Bryson Subdivision

ZONING		PUD Land Use		SECTORS		TRANSECTS	
	SFL		LC		OS Open Space		Civic Building
	SFR		GC		CD Conventional Sector		T4 General Urban
	SFE		HC		S1 General Sector		T5 Urban Center
	SFS		HI		S2 Station Sector		T6 Urban Core
	SFU		PUD		S3 Old Town Sector		SD Special District
	SFC		PUD Commercial				
	SFT		PUD Mixed Use				
	SFU/MH		PUD Multi-Family				
	TF		PUD Single-Family				
	MF		PUD Townhome				
	LO						



Executive Summary

June 18, 2015

Council Agenda Subject: Consider Dedication and Acceptance of Subdivision Infrastructure Improvements for: **The Fairways at Crystal Falls Section 4, Phase 2A**

Background: The subdivision infrastructure improvements required for The Fairways at Crystal Falls Section 4, Phase 2A have been installed, inspected, and found to be satisfactorily completed. All documentation required for acceptance of the subdivision has been received, including record drawings, statement of substantial completion prepared by a Professional Engineer licensed in the State of Texas, copies of all inspection reports and certified test results, electronic files of the improvements and final plat, affidavit of all bills paid, and a two-year term Maintenance Bond. The Maintenance Bond will commence its two year term upon City Council acceptance, as anticipated, on June 18, 2015 which will provide warranty and maintenance coverage for the infrastructure improvements through June 18, 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

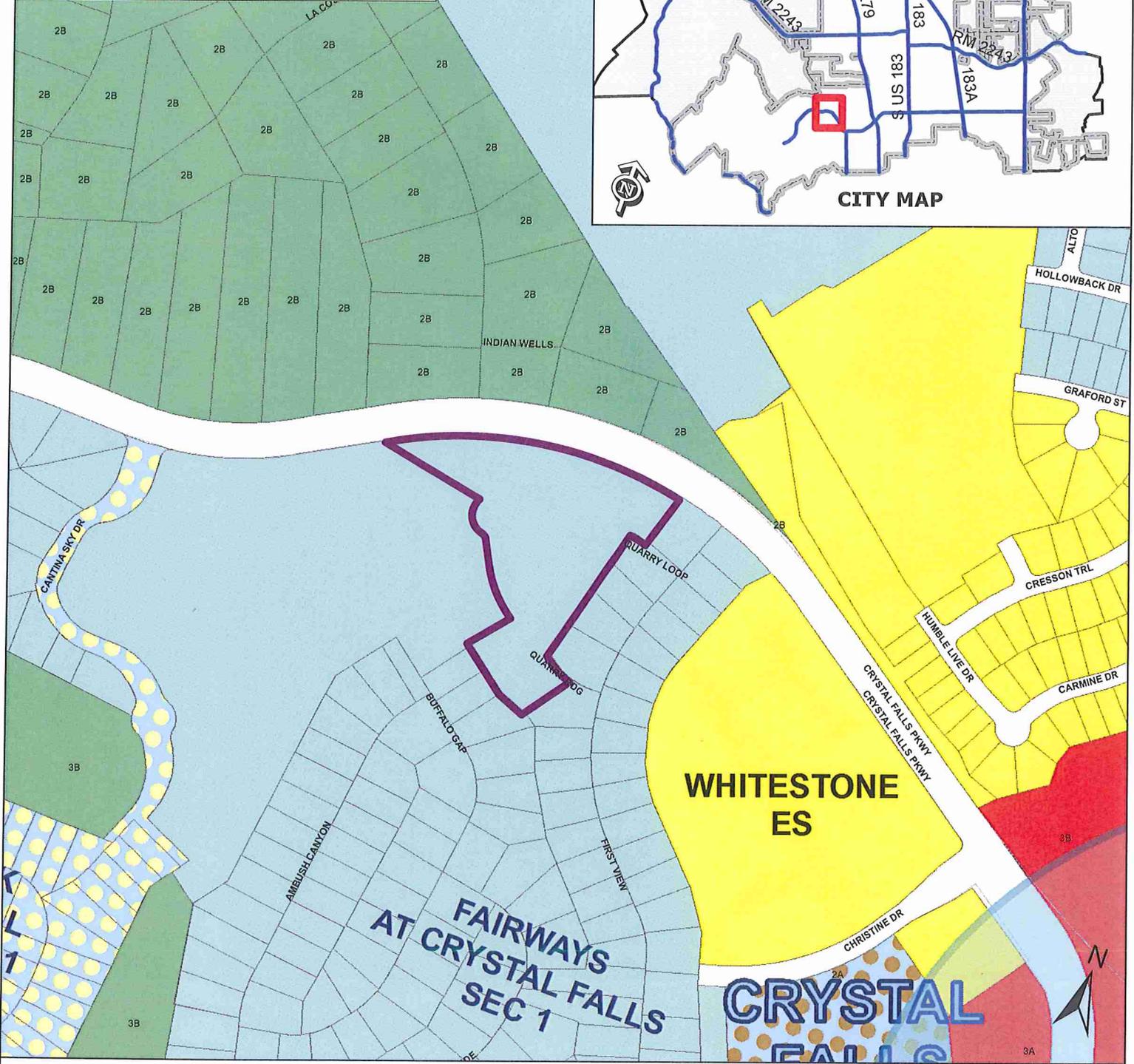
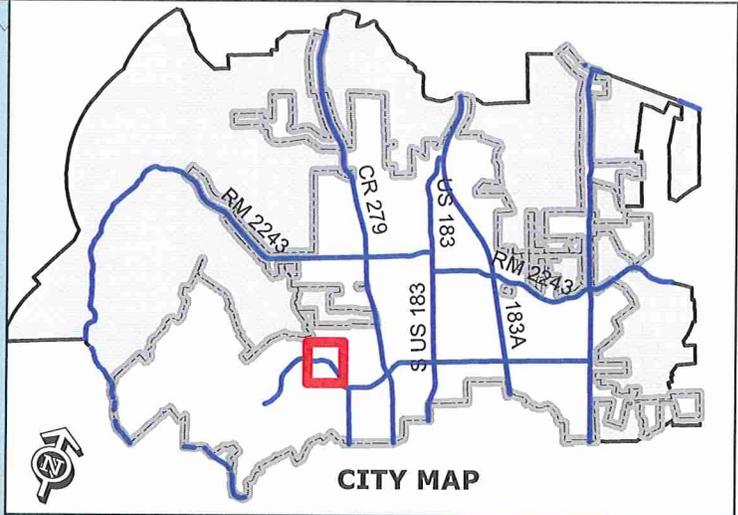
Financial Consideration: N/A

Recommendation: Staff recommends City Council's formal acceptance of the subdivision infrastructure improvements for The Fairways at Crystal Falls Section 4, Phase 2A

Attachments: Location Maps, 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

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SUBDIVISION ACCEPTANCE

Location Map - Fairways at Crystal Falls: 4/2A

FW-4-2A Boundary.dwg Polyline

Layer

Prop-FW-4-2-Bndy

Subject Property

City Limits

	PUD Commercial		SFR		SFT		GC
	PUD Mixed Use		SFE		SFU/MH		HC
	PUD Multi-Family		SFS		TF		HI
	PUD Single-Family		SFU		MF		PUD
	PUD Townhome		SFC		LO		
			SFL		LC		



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

June 9, 2015

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

Re: Fairways at Crystal Falls Section 4, Phase 2A
Street, Drainage, and Water Improvements
Certificate of Completion

Dear Mr. Watts:

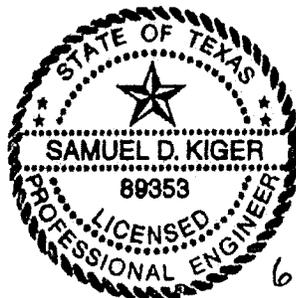
I, the licensed professional engineer of record, have made a final visual observation of the referenced project. I have also visited the site during construction, and observed the installation of street, drainage, and water improvements. Based on these observations and inspection/testing results, I hereby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

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

Sincerely,



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



6-9-15

MAINTENANCE BOND
Subdivision Improvements

Bond No. 713338P

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that Ross Construction, Inc. as Principal, whose address is 8700 Manchaca Rd, #105, Austin, TX 78748, and Developers Surety and Indemnity Company, a Corporation organized under the laws of the State of Iowa , and duly authorized to do business in the State of Texas, as Surety, are held and firmly bound unto the City of Leander, Texas as Obligee, in the penal sum of Twenty Thousand Nine Hundred Six & 00/100's Dollars (\$20,906.00) 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 The Fairways at Crystal Falls Sec. 4 Ph. 2A: Grading, Erosion Controls, Water and Wastewater Improvements Including Trench Backfill (the "improvements") pursuant to the ordinances of the Obligee, which ordinances are hereby expressly made a part hereof as though the same were written and embodied herein;

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

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

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

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

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

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

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

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

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the improvements, or the work to 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 10th day of June, 2015 .

Ross Construction, Inc.
Principal

Developers Surety and Indemnity Company
Surety

By: 

By: 

Title: President

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

Address: _____

Address: _____

8700 Manchaca Rd, #105
Austin, TX 78748

2591 Dallas Pkwy, Ste. 105
Frisco, TX 75034

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

Time Insurance Agency, Inc.

1405 E. Riverside Drive, Austin, TX 78741

(Seal)

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

Bond Number: 713338P

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby make, constitute and appoint:

John W. Schuler, Walter E. Benson Jr., Steven W. Dobson, jointly or severally

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

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

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

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

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY has caused these presents to be signed by its officers and attested by its Secretary or Assistant Secretary this November 21, 2013

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

By: *Mark J. Lansdon*
Mark J. Lansdon, Vice-President



State of California
County of Orange

On November 21, 2013 before me Antonio Alvarado, Notary Public
Date Here Insert Name and Title of the Officer

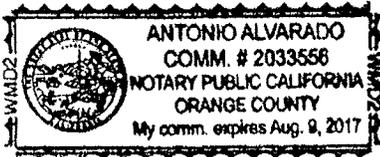
personally appeared Daniel Young and Mark J. Lansdon
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature *Antonio Alvarado*
Antonio Alvarado, Notary Public



Place Notary Seal Above

CERTIFICATE

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

This Certificate is executed in the City of Irvine, California, this 10th day of June 2015

By: *Cassie J. Berrisford*
Cassie J. Berrisford, Assistant Secretary

IMPORTANT NOTICE

AVISO IMPORTANCE

To obtain information or make a complaint:

Para obtener informacion o para someter una queja:

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

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

1-800-782-1546

1-800-782-1546

You may also write to the Surety at:

Usted tambien puede escribir a Surety at:

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

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

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

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

1-800-252-3439

1-800-252-3439

You may write the Texas Department of Insurance at:

Puede escribir al Departamento de Seguros de Texas

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

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

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

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

E-mail: ConsumerProtection@tdi.state.tx.us

E-mail: ConsumerProtection@tdi.state.tx.us

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

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

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

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



Insko Insurance Services, Inc.
Underwriting Manager for:
Developers Surety and Indemnity Company • Indemnity Company of California
17771 Cowan, Suite 100
Irvine, CA 92614
1-800-782-1546
www.InscoDico.com

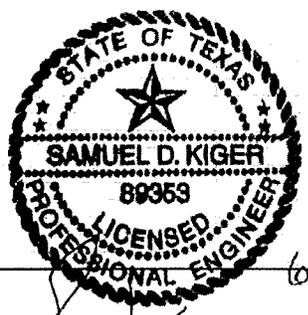
PROJECT: T. FAIRWAYS SEC. 4 PHASE 2A ESTIMATE NO. 3 CONTRACTOR: ROSS CONSTRUCTION, INC.
 13-Apr-15 P.O. BOX 03188
 AUSTIN, TX 78709-3188

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

ORIGINAL AMOUNT \$ 354,783.00
 CHANGE ORDERS AND C \$ (5,700.00)
 REVISED CONTRACT \$ 349,083.00

ITEM DESCRIPTION	QUANT.	UNIT	UNIT PRICE	TOTAL	ADJ QTY	REV. QTY.	REV TOTAL
EROSION CONTROLS							
1 SILT FENCE	3,112	LF	\$ 2.00	\$ 6,224.00	-	3,112.00	\$ 6,224.00
3 TEMPORARY DIVERSION BERMS	2	EA	\$ 500.00	\$ 1,000.00	-	2.00	\$ 1,000.00
9 STABILIZED CONSTRUCTION ENT. REVEGETATION OF FILL AND DISTURBED AREAS	1	EA	\$ 1,000.00	\$ 1,000.00	-	1.00	\$ 1,000.00
10 AREAS	6744	SY	\$ 2.00	\$ 13,488.00	-	6,744.00	\$ 13,488.00
11 REVEGETATION OF ROW 6" TOPSOIL	2260	SY	\$ 4.00	\$ 9,040.00	-	2,260.00	\$ 9,040.00
GRADING							
12 CLEAR AND GRUB ROW ADDITIONAL CLEAR AND GRUB	1.46	AC	\$ 4,500.00	\$ 6,570.00	-	1.46	\$ 6,570.00
13 ALLOWANCE	2	AC	\$ 4,500.00	\$ 9,000.00	-	2.00	\$ 9,000.00
14 EXCAVATION	2,990	CY	\$ 9.00	\$ 26,910.00	-	2,990.00	\$ 26,910.00
15 EMBANKMENT EMBANKMENT FOR ACCESS ROAD WITH REMAINING TOWN CENTER POND	2,779	CY	\$ 7.00	\$ 19,453.00	-	2,779.00	\$ 19,453.00
16 SPOILS EMBANKMENT FOR ACCESS ROAD FROM LG STOCKPILE INTO 4-2A (ALLOWANCE 17 VOLUME)	0	CY	\$ 7.00	\$ -	-	-	\$ -
17 VOLUME	0	CY	\$ 5.35	\$ -	-	-	\$ -
WATER							
18 WATER AIR RELEASE ASSEMBLY	1	EA	\$ 3,500.00	\$ 3,500.00	-	1.00	\$ 3,500.00
19 6" PVC C900 DR 14 WATER LINE	1,055	LF	\$ 40.00	\$ 42,200.00	-	1,055.00	\$ 42,200.00
20 CONNECTION TO EXISTING WATER LINE	2	EA	\$ 1,500.00	\$ 3,000.00	-	2.00	\$ 3,000.00
21 5-1/4" HYDRANT ASSEMBLY	2	EA	\$ 4,500.00	\$ 9,000.00	-	2.00	\$ 9,000.00
22 DOUBLE WATER SERVICE	6	EA	\$ 1,500.00	\$ 9,000.00	-	6.00	\$ 9,000.00
23 SINGLE WATER SERVICE	3	EA	\$ 1,300.00	\$ 3,900.00	1	4.00	\$ 5,200.00
WASTEWATER							
24 2" PVC SDR 21 WW PRESSURE LINE	767	LF	\$ 25.00	\$ 19,175.00	-	767.00	\$ 19,175.00
25 DOUBLE WW SERVICE	4	EA	\$ 1,600.00	\$ 6,400.00	-	4.00	\$ 6,400.00
26 SINGLE WW SERVICE	2	EA	\$ 1,400.00	\$ 2,800.00	-	2.00	\$ 2,800.00
27 WASTEWATER AIR RELEASE ASSEMBLY	1	EA	\$ 3,000.00	\$ 3,000.00	-	1.00	\$ 3,000.00
28 2" FLUSHING CLEANOUT STATION (END OF LINE)	2	EA	\$ 2,500.00	\$ 5,000.00	-	2.00	\$ 5,000.00
STREETS							
29 SUBGRADE PREPARATION	3,589	SY	\$ 2.00	\$ 7,178.00	-	3,589.00	\$ 7,178.00
30 8" FLEX. BASE	3,589	SY	\$ 8.00	\$ 28,712.00	-	3,589.00	\$ 28,712.00
31 1-1/2" HMAC	3,024	SY	\$ 10.00	\$ 30,240.00	-	3,024.00	\$ 30,240.00
32 CURB AND GUTTER	2,033	LF	\$ 11.00	\$ 22,363.00	-	2,033.00	\$ 22,363.00
MISC							
33 STAKING	1	LS	\$ 5,550.00	\$ 5,550.00	-	1.00	\$ 5,550.00
34 BOND	1	LS	\$ 2,480.00	\$ 2,480.00	-	1.00	\$ 2,480.00
ELECTRIC							
35 JOINT TRENCH	2000	LF	\$ 9.00	\$ 18,000.00	(597)	1,403.00	\$ 17,403.00
36 JOINT BACKFILL	200	CY	\$ 18.00	\$ 3,600.00	(60)	140.00	\$ 3,540.00
37 3" CONDUIT	4000	LF	\$ 4.00	\$ 16,000.00	(2,057)	1,943.00	\$ 13,943.00
38 4" CONDUIT	1000	LF	\$ 4.50	\$ 4,500.00	(1,000)	-	\$ -
39 SECONDARY PEDESTAL HAND HOLD	10	EA	\$ 450.00	\$ 4,500.00	(1)	9.00	\$ 4,491.00
40 TRANSFORMER PADS	10	EA	\$ 1,200.00	\$ 12,000.00	(5)	5.00	\$ 11,995.00
GAS							
41 GAS SERVICES PER TXU PLANS AND SPECS	0	EA	\$ 425.00	\$ -	10	10	\$ 4,250.00
42 2" GAS MAIN PER ATMOS PLANS AND SPECS	0	LF	\$ 7.00	\$ -	1,403	1,403	\$ 9,821.00
43 2" VALVE	0	EA	\$ 540.00	\$ -	2	2	\$ 1,080.00
44 2" HOT TAPS	0	EA	\$ 1,200.00	\$ -	2	2	\$ 2,400.00
45 PVC SLEEVES	0	LF	\$ 6.00	\$ -	180	180	\$ 1,080.00

Total minus Streets & Dry Utilities = \$ 200,960.00
 10% Maintenance Bond Amount = \$ 20,096.00



6-8-15

[Handwritten signature]

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

STATE OF TEXAS
COUNTY OF TRAVIS

Date:

Owner: LOOKOUT GROUP

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

Project: FAIRWAYS AT CRYSTAL FALLS SECTION 4, PHASE 2A, GRADING,
EROSION CONTROLS, WATER AND WASTEWATER IMPROVEMENTS

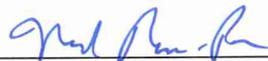
This is to acknowledge and certify that Affiant has completed the construction of all improvements for the project noted above and that they have been paid in full for all labor and material provided to the above-noted construction project, and acknowledge and certify that Affiant, and all of his or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

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

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

SUBSCRIBED AND SWORN TO BY Affiant on this 10TH day of JUNE___, 2015___.

AFFIANT:

Signature: 

Typed Name: NED ROSS

Title: PRESIDENT

Initialed: NR

STATE OF TEXAS

COUNTY OF TRAVIS

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 10TH day of JUNE, 2015.

[SEAL]



Gloria Renaker
Notary in and for the State of Texas

Name:

My commission expires:

Initialed: NR



Executive Summary

June 18, 2015

Agenda Subject: Zoning Case 15-Z-009: Hold a public hearing and consider action on the rezoning of 9.84 acres more or less out of the M.S. Hornsby Survey, generally located to the northwest corner of Crystal Falls Pkwy and Lakeline Blvd, WCAD ID R526317, R526318, & R514375. Currently, the property is zoned GC-3-B (General Commercial). The applicant is proposing to zone the property to MF-3-A (Multi-Family), Leander, Williamson County, Texas.

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

Origination: Applicant: Cunningham-Allen, Inc (Jana Rice) on behalf of KB Homes Lone Star, Inc.

Financial Consideration: None

Recommendation: The applicant has withdrawn this request.

Attachments: 1. Withdraw Letter

Prepared By: Tom Yantis, AICP
Assistant City Manager

06/03/2015

Robin Griffin

From: Adam Diskin [adam@insitegrp.com]
Sent: Tuesday, June 02, 2015 3:52 PM
To: Robin Griffin
Cc: Russell Hirsch; Jeff Sweazea; jana Rice; Robert Allen
Subject: Bliss at Mason Hills Rezone Application

Hello Robin,

Thank you for your time these last couple of days while we figured out the best way to move forward to provide both the city and the neighbors that we will be developing a quality senior living project of which everyone can be proud. In order to provide assurances to all parties we have decided to pull our re-zone application that was to be presented at the planning and zoning commission meeting on June 11th. We will instead be resubmitting a P.U.D. application that we hope to have submitted next week.

Please let us know if you also need notice from Cunningham Allen, the agents for the current owners of the property, that the re-zone application is being rescinded. It would also be helpful to know, based on our submittal next week, if we would be able to be included on the agenda at the July 23rd P&Z meeting. Lastly, you had mentioned that a portion of the fees already paid could be applied to our new application. Our engineer and zoning consultant, Cunningham Allen will be in touch prior to our submission to see how the fees will now calculate.

Feel free to call me at (805) 896-6984 or via e-mail if you have any questions.

Thank You,
Adam Diskin

DH&G | Insite Builders | Bliss Living
p (805) 896-6984 | f (805) 880-0334 | www.dhgllc.com

Consent Agenda

7. Subdivision Case 14-FP-005: Consider action on the extension of the expiration Mason Ranch, Phase 2, Section 2A Final Plat for 10.886 acres more or less; WCAD Parcels R514373 and R514374; generally located to the northwest of the intersection of Lakeline Boulevard and Crystal Falls Parkway; Leander, Williamson County, Texas. Applicant/Agent: Geoff Guerrero (CBD, Inc) on behalf of John Zinsmeyer (KB Home Lone Star, Inc)
8. Subdivision Case 14-FP-012: Consider action on the extension of the expiration Mason Ranch, Phase 2, Section 2B Final Plat for 16.894 acres more or less; WCAD Parcel R514374; generally located to the northwest of the intersection of Lakeline Boulevard and Crystal Falls Parkway; Leander, Williamson County, Texas. Applicant/Agent: Geoff Guerrero (CBD, Inc) on behalf of John Zinsmeyer (KB Home Lone Star, Inc)
9. Subdivision Case 15-FP-009: Consider action on the Bluffs at Crystal Falls Section 3, PH 3G Final Plat for 13.191 acres more or less; TCAD Parcel #844910; generally located at the future extensions of the western terminus of Osage Dr. Leander, Travis County, Texas. Applicant/Agent: Samuel Kiger on behalf of Taylor Morrison at Crystal Falls, LLC.
10. Subdivision Case 15-FP-012: Consider action on the Fairways at Crystal Falls, Section 4, Phase 2A Final Plat for 6.818 acres more or less; TCAD Parcel 796313; generally located to the west of the intersection of First View and Crystal Falls Pkwy, Leander, Williamson County Texas. Applicant/Agent: Jay Engineering on behalf of Lookout Partners, LP.
11. Subdivision Case 15-TOD-PP-001: Consider action on the Maya Vista Preliminary Plat for 28.6709 acres more or less; WCAD Parcel R031694; generally located 850 feet from the northwest corner of the intersection of W. San Gabriel Pkwy and US 183, Leander, Williamson County Texas. Applicant/Agent: Kristiana Alfsen on behalf of Waterstone Tylerville, LP.

Motion made by Commissioner Anderson to approve the consent agenda item seconded by Vice Chair Allen. Motion passed unanimously.

Public Hearing

Withdrawn Zoning Request

12. **Zoning Case 15-Z-009**: Hold a public hearing and consider action on the rezoning of 9.84 acres more or less out of the M.S. Hornsby Survey, generally located to the northwest corner of Crystal Falls Pkwy and Lakeline Blvd, WCAD ID R526317, R526318, & R514375. Currently, the property is zoned GC-3-B (General Commercial). The applicant is proposing to zone the property to MF-3-A (Multi-Family), Leander, Williamson County, Texas. Applicant: Cunningham-Allen, Inc (Jana Rice) on behalf of KB Homes Lone Star, Inc.
 - a) Staff Presentation
 - b) Applicant Presentation
 - c) Open Public Hearing
 - d) Close Public Hearing
 - e) Discussion
 - f) Consider Action



Executive Summary

June 18, 2015

- Agenda Subject:** Zoning & Subdivision Cases 14-Z-014, 14-CP-007, & 14-PP-008: Hold a public hearing and consider action on the rezoning and approval of the Woodview Village Concept Plan and Preliminary Plat of 20.679 acres more or less, generally located to the southwest of the intersection of East Woodview Drive and Raider Way, WCAD ID #R031251. Currently, the property is zoned Interim SFS-2-B (Single Family Suburban) and Interim SFR-1-B (Single Family Rural). The applicant is proposing to zone the property to PUD (Planned Unit Development), Leander, Williamson County, Texas.
- Background:** Pursuant to Article III, Section 16 (e) of the Composite Zoning Ordinance, an applicant may request that the PUD Conceptual Site Layout and Land Use Plan also be considered as the Concept Plan and Preliminary Plat. This submittal includes the PUD zoning request, Concept Plan, and Preliminary Plat for review by the Planning & Zoning Commission
- Origination:** Applicant: Darren Webber on behalf of DeWette Partners, LTD.
- Financial Consideration:** None
- Recommendation:** The applicant has postponed the request.
- Attachments:** 1. Postponement Letter
- Prepared By:** Tom Yantis, AICP
Assistant City Manager

06/09/2015

Joseph R. Hoover
4203 North Hills Drive
Austin, TX 78731

June 8, 2015

Ms. Robin M. Griffin, AICP
Senior Planner
City of Leander
Planning Department
Post Office Box 319
Leander, TX 78646

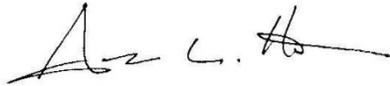
RE: Zoning and Subdivision Cases 14-Z0914, 14-CP-007 & 14-PP-008

Dear Robin,

Please allow this letter to serve as our request to postpone the Planning & Zoning Commission hearing on the above-referenced cases until July 9, 2015.

Please let me know if you have any questions. Thank you for your assistance.

Sincerely,

A handwritten signature in black ink, appearing to read "J. R. Hoover", with a long horizontal flourish extending to the right.

Joseph R. Hoover

13. Zoning Case 15-Z-006: Hold a public hearing and consider action on the rezoning of 11.065 acres more or less, generally located to the southwest corner of Crystal Falls Pkwy and Lakeline Blvd, WCAD ID R484293, R517839, and R096984; TCAD ID 823336. Currently, the property is zoned SFT-2-A (Single Family Townhouse). The applicant is proposing to zone the property to PUD (Planned Unit Development), Leander, Williamson County, Texas. Applicant: Mark Baker on behalf of Lookout Partners LP (Mike Siefert).

a) Staff Presentation

Martin Siwek, AICP, Planner, stated that staff reviewed the request and recommends approval.

b) Applicant Presentation

Eric Willis and Mike Siefert answered Commissioners questions.

c) Open Public Hearing

**Chairman Sokol opened the public hearing.
No one wished to speak.**

d) Close Public Hearing

Chairman Sokol closed the public hearing.

e) Discussion

Discussion took place.

f) Consider Action

Commissioner Hines moved to approve with staff recommendation with the condition that sidewalks, a minimum of four (4') foot wide and constructed of crushed/decomposed granite or concrete, are constructed throughout the neighborhood and connecting to Local Rebel. Commissioner Schwendenmann seconded the motion. Motion passed unanimously.

14. **Zoning & Subdivision Cases 14-Z-014, 14-CP-007, & 14-PP-008:** Hold a public hearing and consider action on the rezoning and approval of the Woodview Village Concept Plan and Preliminary Plat of 20.679 acres more or less, generally located to the southwest of the intersection of East Woodview Drive and Raider Way, WCAD ID #R031251. Currently, the property is zoned Interim SFS-2-B (Single Family Suburban) and Interim SFR-1-B (Single Family Rural). The applicant is proposing to zone the property to PUD (Planned Unit Development), Leander, Williamson County, Texas. Applicant: Darren Webber on behalf of DeWette Partners, LTD.

Applicant postponed Zoning Request

a) Staff Presentation

b) Applicant Presentation

c) Open Public Hearing

d) Close Public Hearing

e) Discussion

f) Consider Action



Executive Summary

June 18, 2015

Agenda Subject: Zoning Case 15-Z-006: Hold a public hearing and consider action on the rezoning of 11.065 acres more or less, generally located to the southwest corner of Crystal Falls Pkwy and Lakeline Blvd, WCAD ID R484293, R517839, and R096984; TCAD ID 823336. Currently, the property is zoned SFT-2-A (Single Family Townhouse). The applicant is proposing to zone the property to PUD (Planned Unit Development), Leander, Williamson County, Texas.

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

Origination: Applicant: Mark Baker on behalf of Lookout Partners LP (Mike Siefert).

Financial Consideration: None

Recommendation: See Planning Analysis. The Planning & Zoning Commission unanimously recommend approval of the request with the condition that sidewalks, a minimum of four (4') foot wide and constructed of crushed/decomposed granite or concrete, are constructed throughout the neighborhood and connecting to Local Rebel.

Attachments:

1. Planning Analysis
2. Current Zoning Map
3. Location Map
4. Aerial Map
5. Proposed Zoning Map
6. Proposed PUD
7. Letter of Intent
8. Ordinance
9. Minutes–Planning & Zoning Commission June 11, 2015

Prepared By: Tom Yantis, AICP
Assistant City Manager

06/12/2015



PLANNING ANALYSIS

ZONING CASE 15-Z-006 CRYSTAL FALLS TOWNHOMES PUD

GENERAL INFORMATION

- Owner:** Lookout Partners, LP (Mike Siefert)
- Current Zoning:** SFT-2-A (Single-Family Townhomes)
- Proposed Zoning:** PUD (Planned Unit Development)
- Size and Location:** The property is generally located to the southwest corner of Crystal Falls Pkwy and Lakeline Blvd,. The property is approximately 11.065 acres in size.
- Staff Contact:** Robin M. Griffin, AICP
Senior Planner

ABUTTING ZONING AND LAND USE:

The table below lists the abutting zoning and land uses.

	ZONING	LAND USE
NORTH	PUD	Proposed Residential (Cottages at Crystal Falls)
EAST	GC-3-A	Proposed Commercial Development
SOUTH	SFT-2-A	Development Detention Pond
WEST	SFS-2-B	Establish Residential (Fairways at Crystal Falls)

COMPOSITE ZONING ORDINANCE INTENT STATEMENTS

USE COMPONENTS:

PUD – PLANNED UNIT DEVELOPMENT:

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

COMPREHENSIVE PLAN STATEMENTS:

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

- Plan for continued growth and development that improves the community’s overall quality of life and economic viability.
- Provide for a variety of sustainable housing options for all age groups and economic levels. Determine ways to successfully integrate this variety within neighborhoods so as to accommodate the different needs of families throughout their life cycle. Create more desirable and livable neighborhoods while respecting the goal of maintaining stable real estate values and housing marketability.
- Establish high standards for development.
- The Community Center land use node is intended to be located at the intersections of arterial streets or arterials and major collectors. These nodes are approximately one half mile in diameter and incorporate approximately 125 acres. These areas are intended for commercial, retail and office uses that primarily serve residents within the community. These areas are also intended for medium density multi-family and high density single-family housing. Development within these nodes should be integrated through internal streets and should provide pedestrian and bicycle connections to adjacent residential neighborhoods.

ANALYSIS:

The applicant is requesting to rezone the property to the Crystal Falls Townhome PUD (Planned Unit Development) in order to allow for condominium regime development of townhomes and modify the parking requirements. The current SFT-2-A (Single-Family Townhome) district was approved by the City Council on April 05, 2012. This request was part of the Crystal Falls Town Center project that incorporated residential and commercial uses at the intersection of Lakeline Blvd and Crystal Falls Pkwy.

The property to the north is zoned PUD for the Cottages at Crystal Falls Development, a condo regime detached residential development. The properties northeast and east are zoned for future commercial uses and the property to the south is developed as a detention pond.

The applicant is proposing the base zoning district of MF-2-A (Multi-Family) in order to permit the condominium style development. The PUD restricts the uses to attached townhomes with no more than eight units per building. This requirement complies with the Composite Zoning Ordinance requirements for the SFT use component. The approved preliminary plat for this project proposes approximately 185 units. The Cottages at Crystal Falls make up 60 of these units and the Crystal Falls Townhome project is proposing 90 units. The total number of units would be 150 instead of the original 185 units.

A PUD district is an appropriate district in this situation because it offers the applicant the opportunity to design a zoning district that will provide for a condominium style residential development with limits to the permitted density. The Composite Zoning Ordinance does not currently include a district that would permit this type of development.

In addition, they are proposing to modify the parking requirements to the following:

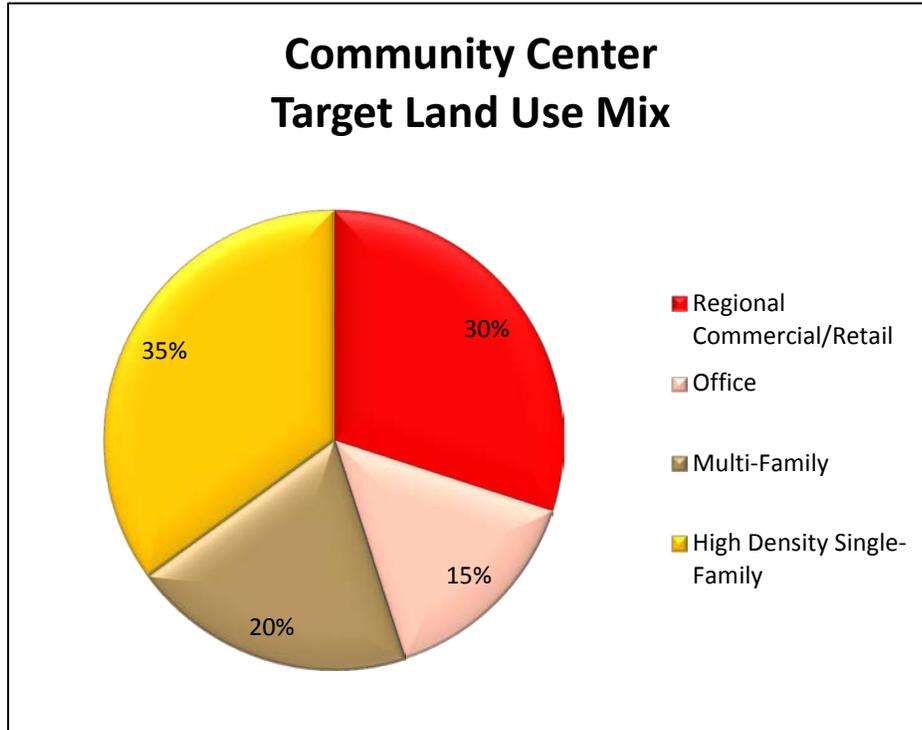
- Single Car Garage Units: Each single car garage townhouse unit shall provide one garage enclosed parking space plus 1.5 additional off street parking spaces. (Driveway may be counted toward provision of off street parking).
- Two Car Garage Units: Each two car garage townhouse unit shall provide a minimum of two garage enclosed parking spaces plus 2 additional off street parking spaces. (Driveway may be counted toward provision of off street parking).

The current parking requirements for the MF use component requires 1.5 parking spaces for one bedroom plus ½ space for each additional bedroom. The SFT use component requires 1 garage enclosed space and 2 off street parking spaces.

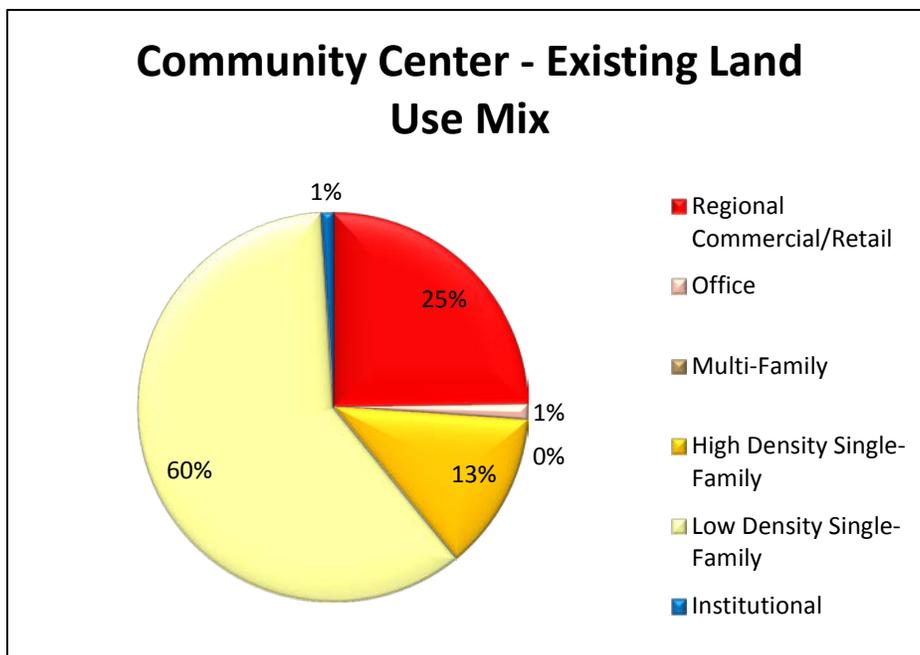
The applicant is proposing to maintain the existing Architectural Component of Type A without increasing the proposed density. The buildings will be required to be constructed of 85% masonry and include five different design features. The PUD will also limit the height of the structures to thirty-five (35') feet.

This property is located within a Community Center Node as identified by the Future Land Use Map. This node is intended to be located at the intersections of arterial streets or arterials and major collectors. These nodes are approximately one half mile in diameter and incorporate approximately 125 acres. These areas are intended for commercial, retail and office uses that primarily serve residents within the community. These areas are also intended for medium density multi-family and high density single-family housing. Development within these nodes should be integrated through internal streets and should provide pedestrian and bicycle connections to adjacent residential neighborhoods.

All nodes designated by the Future Land Use Plan seek to have the most intense development closest to the center of the node, and to have reduction in intensity of development as it moves out from the center of those nodes. The graph below shows the target mix of land uses within the Community Center Node.



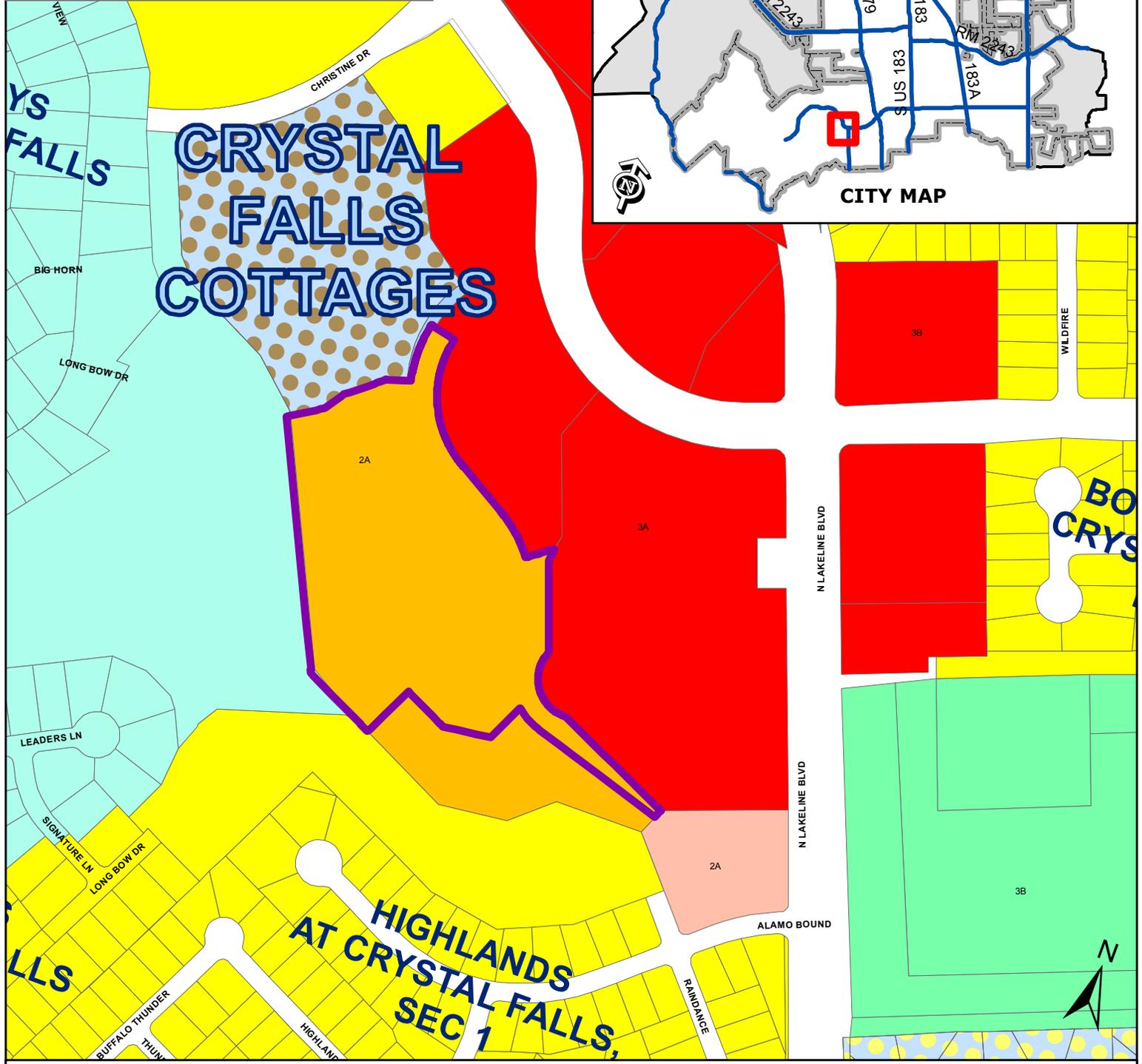
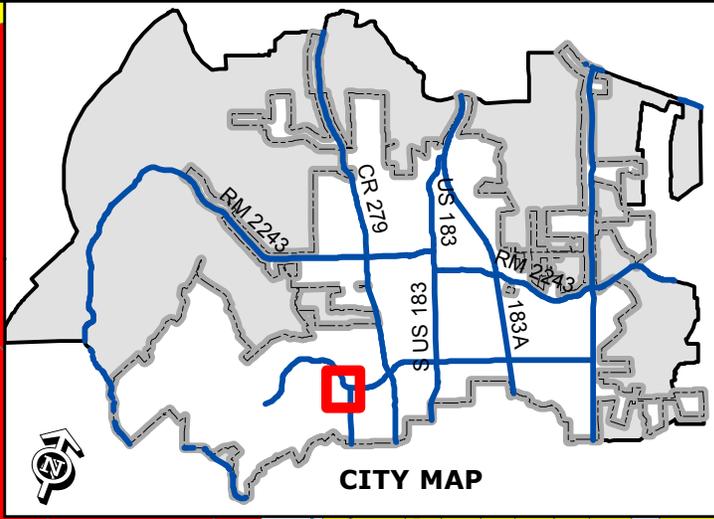
The current land use mix does not meet the target mix shown in the Comprehensive Plan. Currently, the predominant land use is low density residential. The current land use mix is shown in the graph below. The property is currently zoned SFT-2-A (Single-Family Townhomes) and the proposed PUD would permit the same use. This zoning change would not alter the mix of uses within the Community Center Node.



STAFF RECOMMENDATION:

Staff recommends approval of the requested PUD amendment. The proposed amendments to the PUD permits the same proposed use as the current zoning, but will allow for the development a condo regime project and will limit the overall density. The requested PUD amendment meets the intent statements of the Composite Zoning Ordinance and the goals of the Comprehensive Plan.

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

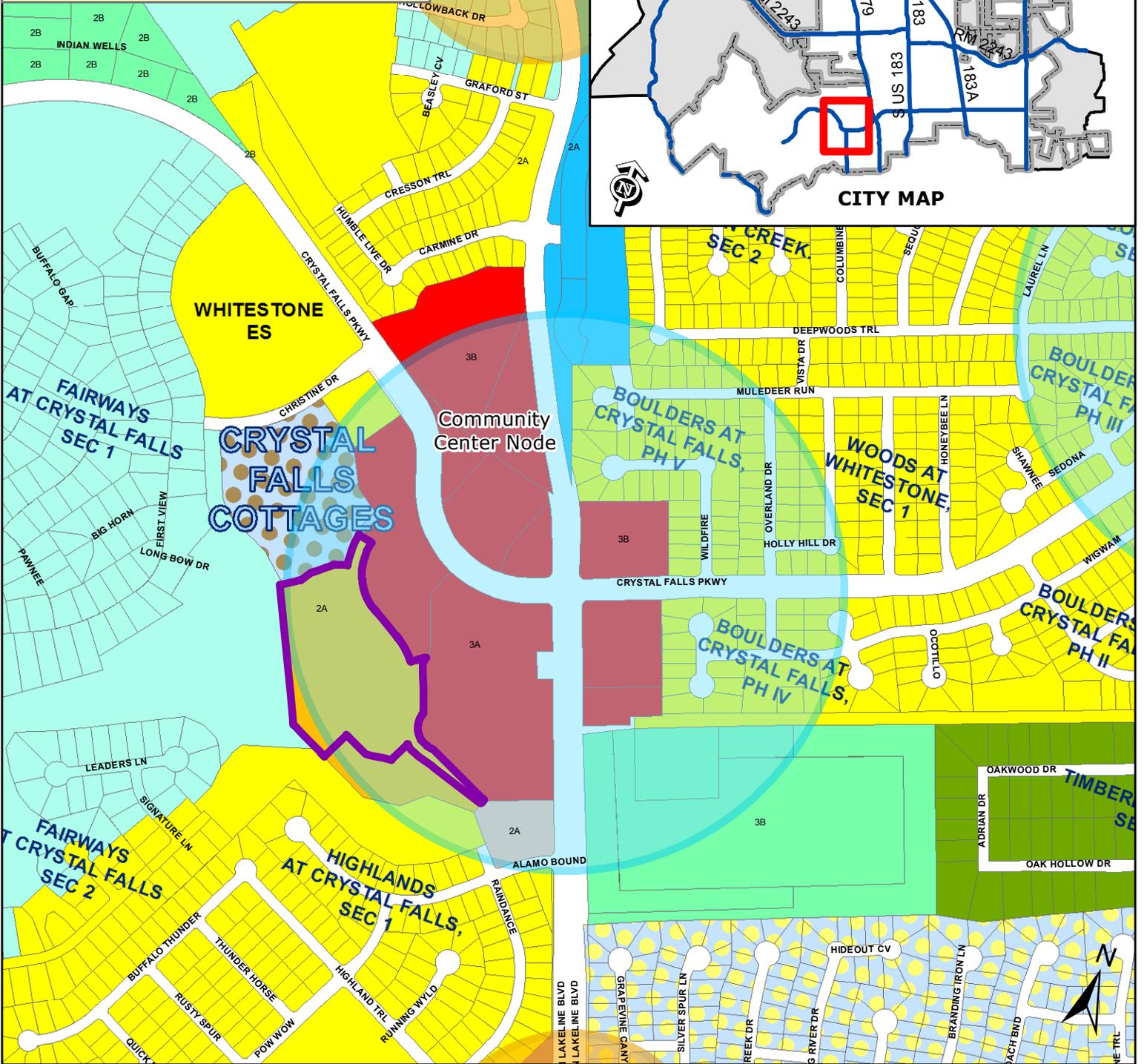
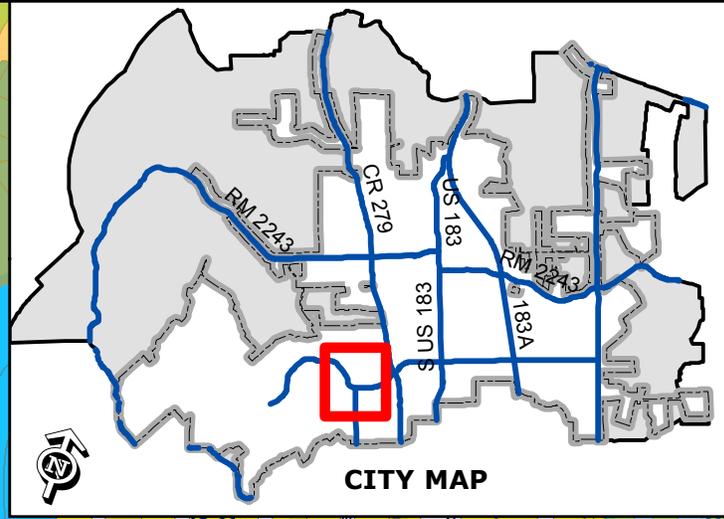


ZONING CASE 15-Z-006 Attachment #2 Current Zoning Map - Crystal Falls Townhomes

 Subject Property	 PUD Commercial	 SFR	 SFT	 GC
 City Limits	 PUD Mixed Use	 SFE	 SFU/MH	 HC
 Future Annexation Per DA	 PUD Multi-Family	 SFS	 TF	 HI
 Involuntary Annexation	 PUD Single-Family	 SFU	 MF	 PUD
 Voluntary Annexation	 PUD Townhome	 SFC	 LO	
		 SFL	 LC	



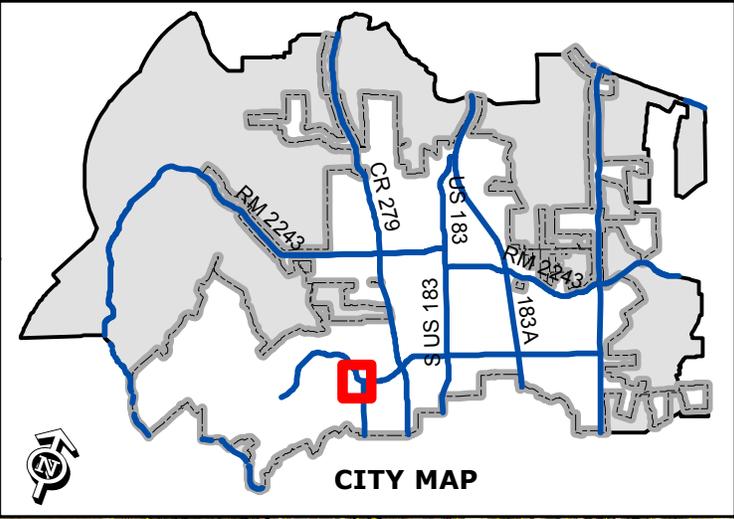
This map has been produced by the City of Leander for informational purposes only. No warranty is made by the City regarding completeness or accuracy, please refer to the official ordinance for zoning verification. This data should not be construed as a legal description or survey instrument. No responsibility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



ZONING CASE 15-Z-006 Attachment #3 Location Map - Crystal Falls Townhomes



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



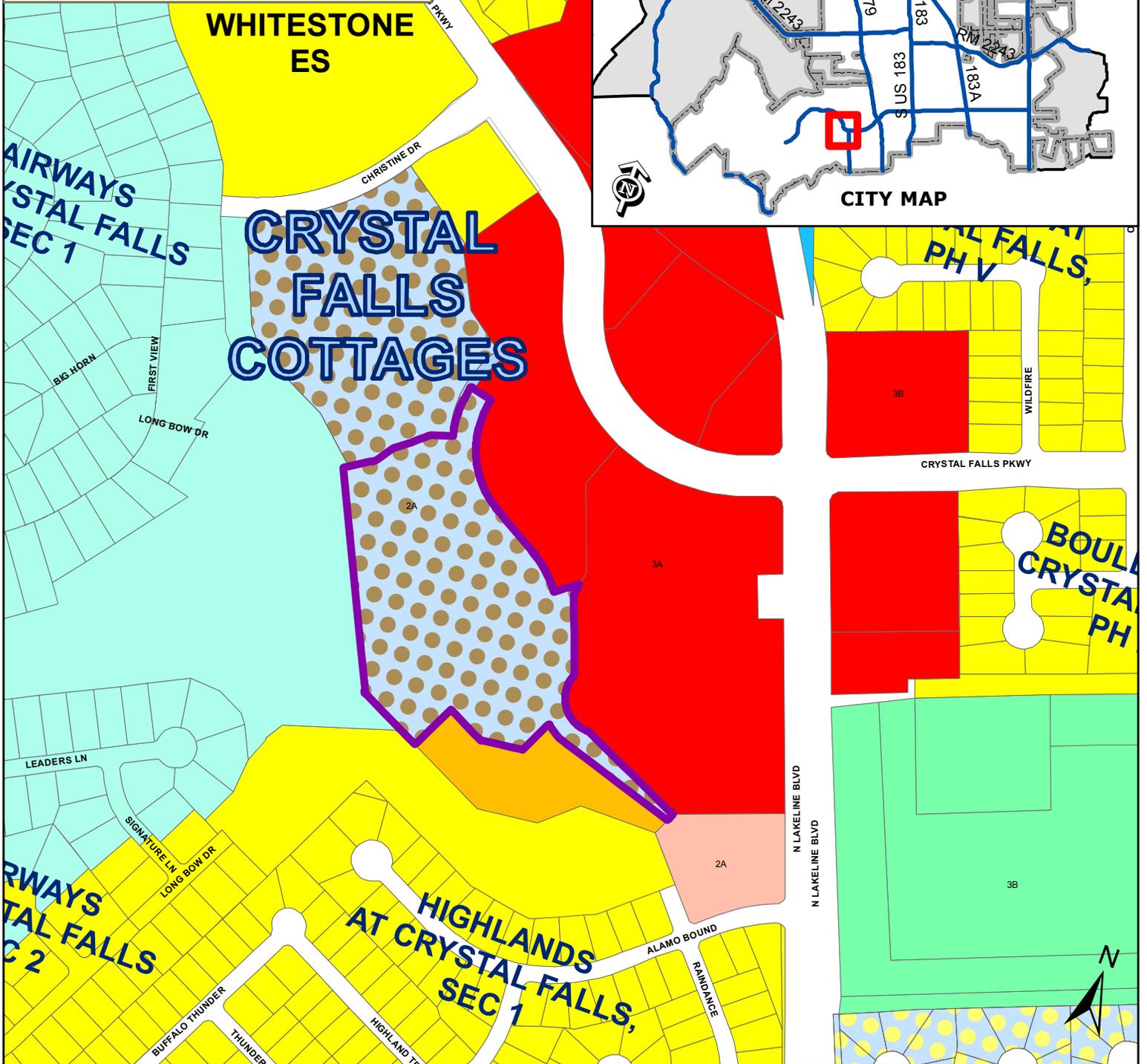
ZONING CASE 15-Z-006 Attachment #4

Aerial Exhibit - Approximate Boundaries
Crystal Falls Townhomes



-  Subject Property
-  City Limits

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



ZONING CASE 15-Z-004 Attachment #5 Proposed Zoning Map - Crystal Falls Townhomes

 Subject Property	 PUD Commercial	 SFR	 SFT	 GC
 City Limits	 PUD Mixed Use	 SFE	 SFU/MH	 HC
 Future Annexation Per DA	 PUD Multi-Family	 SFS	 TF	 HI
 Involuntary Annexation	 PUD Single-Family	 SFU	 MF	 PUD
 Voluntary Annexation	 PUD Townhome	 SFC	 LO	
		 SFL	 LC	



CRYSTAL FALLS TOWN CENTER TOWNHOMES

**City of Leander, Texas
PUD Planned Unit Development**

**Applicant: Natural Development
11612 FM 2244, Bldg. 1, Ste. 140
Austin, Texas 78738**

**Prepared by: SEC Planning
4201 W. Parmer Lane
Building A, Suite 220
Austin, Texas 78727
512.246.7003**

Exhibit A

Crystal Falls Town Center Townhomes Planned Unit Development

A. Purpose and Intent

The PUD is composed of 11.065 acres, as described in Exhibit B (Field Notes). The development of this property is planned as a high quality, attached townhome neighborhood.

The contents of this PUD further explain and illustrate the overall appearance and function desired for this neighborhood. A Conceptual Site Layout and Land Use Plan has been attached to this PUD, Exhibit C, to illustrate the design intent for the property. The Conceptual Site Layout and Land Use Plan is intended to serve as a guide to illustrate the general neighborhood vision and design concept and is not intended to serve as a final site plan.

B. Applicability and Base Zoning

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

For the purpose of establishing development standards for the PUD, a base zoning district has been selected from the Leander Composite Zoning Ordinance.

- *Base District: Multi Family MF-2-A*

The neighborhood within the PUD will comply with the modified development standards of this PUD. In the case that this PUD does not address a specific City requirement, the Leander Composite Zoning Ordinance shall apply. In the event of a conflict between this PUD and the base zoning district found in the Leander Composite Zoning Ordinance, this PUD shall control.

C. Conceptual Site Layout and Land Use Plan

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

The Crystal Falls Town Center Townhomes project is comprised of a mix of attached townhome products with a varying number of attached units per building. The project is planned to include internal private drives and a variety of attached unit configurations that are situated around existing trees and open space.

D. Allowable Use

The use shall be an attached single family condominium residential development. Up to a maximum of eight attached units shall be permitted per building. The maximum unit count shall be 90 units.

E. Lot Design Standards

The Crystal Falls Town Center Townhomes development will comply with the Development Standards set forth in Table 1 for a condo regime site plan on private drives. The following standards measure the setback from the drive.

Table 1 – Development Standards for Attached Unit Site Plan

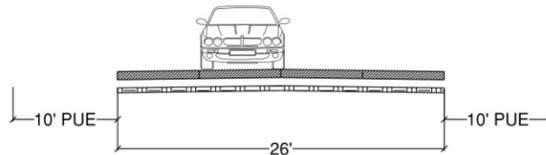
	SFT (Townhouse)
	ATTACHED
Unit Width (minimum unit width)	20 ft.
Front Setback (minimum from back of curb)	15 ft.
Side Setback (minimum from back of curb)	10 ft.
Street Side Setback (minimum from back of curb)	10 ft.
Rear Setback (minimum)	20 ft.
Building Separation (minimum)	10 ft.*

**Eave overhang is not included in calculations for minimum building separation. A minimum of seven feet clear zone between building roof lines will be provided.*

F. Drive Design

The Crystal Falls Town Center Townhome community will incorporate the following drive standards.

1. This project shall consist of private drives instead of public roadways. The pavement width shall be a minimum of 26 feet in width with 10 foot Public Utility Easements PUE on each side of the private drive. The drives will have a 23-foot wide pavement width with 18 inch ribbon curbs or a 23 foot wide pavement width with 24 inch curb and gutter (which includes mountable curb or stand up curb).



2. The access drive alignment, building pads and on parking along the drives may vary to minimize disturbance to significant trees and natural topographic features.
3. The Townhouse neighborhood may be privately gated.
4. If secondary access is required by the City for the neighborhood, the secondary access shall be provided as an emergency driveway and crash gate connecting to the adjacent commercial tract to the east.
5. Drive lighting is required at the intersections between the drives and public streets. Drive lighting is optional in the interior of the project.
6. Sidewalks are not required in the interior of the project.

G. Architectural Criteria

All residential product within this project shall comply with the applicable standards of the Type A Architectural Components and the Architectural Standards for single-family districts as listed in Article VII and Article VIII of the Composite Zoning Ordinance, unless modified herein. Drives shall constitute streets in with regard to this application of the ordinance.

1. Up to eight townhouse units may be connected in a single building.
2. Parking Requirements

- Single Car Garage Units: Each single car garage townhouse unit shall provide one garage enclosed parking space plus 1.5 additional off street parking spaces. (Driveway may be counted toward provision of off street parking).
 - Two Car Garage Units: Each two car garage townhouse unit shall provide a minimum of two garage enclosed parking spaces plus 2 additional off street parking spaces. (Driveway may be counted toward provision of off street parking).
3. Each single-family dwelling shall have a minimum of nine hundred (900) square feet of living area.

H. Walls, Fencing and Landscaping

1. The Crystal Falls Town Center Townhouse lot may utilize wrought iron or decorative tubular metal fencing where views into adjacent open space and buffers are desired.
2. This project shall comply with the applicable landscape standards for single-family districts as listed in Article VI of the Composite Zoning Ordinance.
3. Minimum landscape requirements per unit shall be two (2) two-inch significant trees, five (5) one-gallon shrubs, five (5) five-gallon shrubs.

LEGEND

- IRON ROD WITH G&R CAP FOUND
- △ CALCULATED POINT
- (W.C.) WILLIAMSON COUNTY
- (T.C.) TRAVIS COUNTY

LUCIUS B. JOHNSON
SURVEY 426, ABS. 449 (T.C.)

TRAVIS COUNTY

REMNANT OF
1142.168 AC. (TRACT 1)
LOOKOUT PARTNERS, L.P.
VOL. 13085, PG. 1927 (T.C.)
DOC. NO. 1997058697 (W.C.)

REMNANT OF 580.2511 AC.
LOOKOUT PARTNERS, L.P.
DOC. NO. 2012060021 (W.C.)

A. BITTICK
SURVEY 144, ABS. 859 (W.C.)

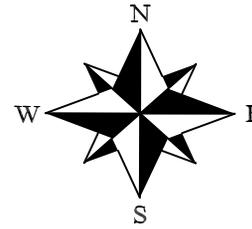
WILLIAMSON COUNTY

REMNANT OF 436.9248 AC.
TAYLOR MORRISON
DOC. NO. 2010094028 (T.C.)
DOC. NO. 2010043397 (W.C.)

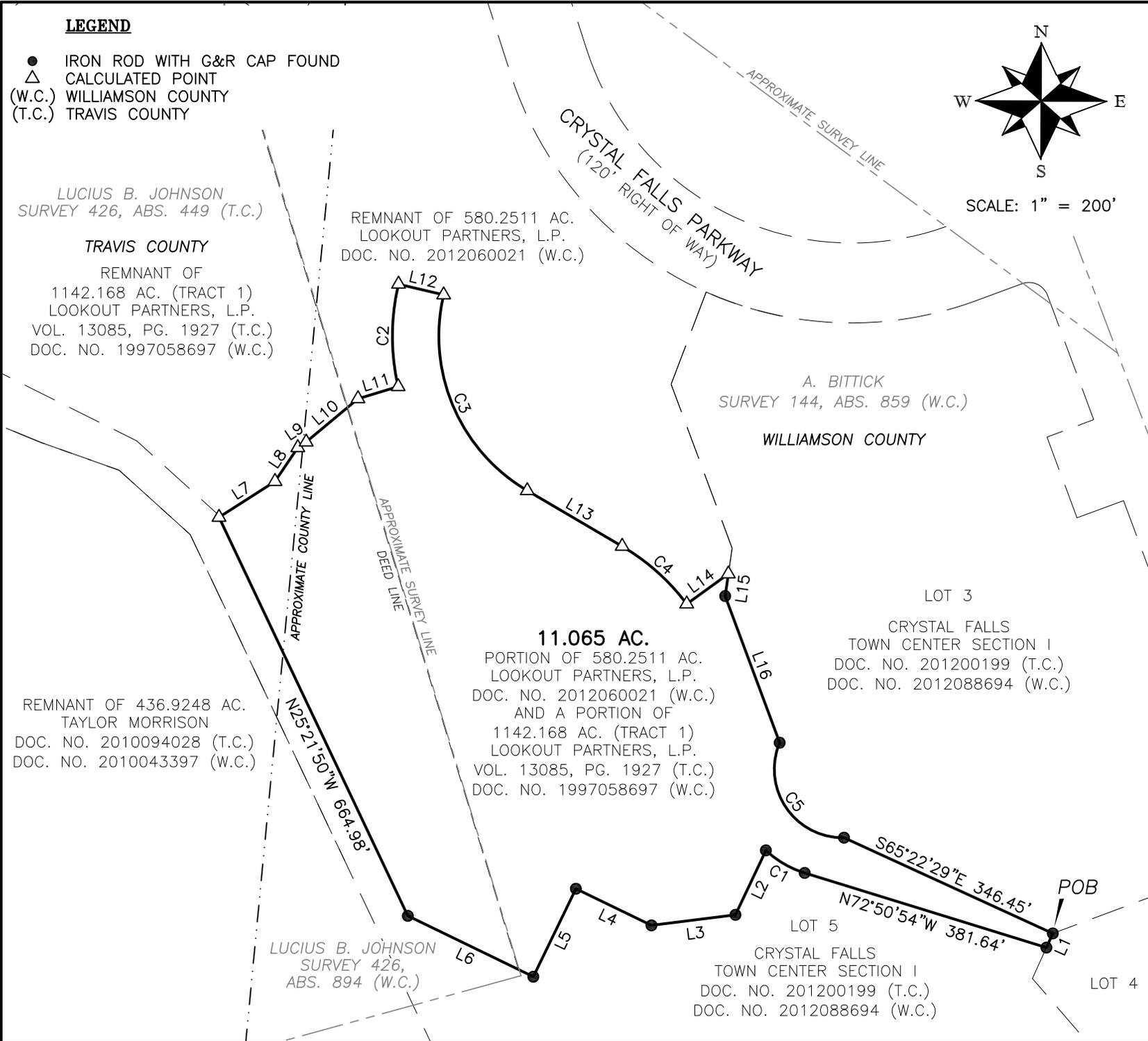
11.065 AC.
PORTION OF 580.2511 AC.
LOOKOUT PARTNERS, L.P.
DOC. NO. 2012060021 (W.C.)
AND A PORTION OF
1142.168 AC. (TRACT 1)
LOOKOUT PARTNERS, L.P.
VOL. 13085, PG. 1927 (T.C.)
DOC. NO. 1997058697 (W.C.)

LOT 3
CRYSTAL FALLS
TOWN CENTER SECTION I
DOC. NO. 201200199 (T.C.)
DOC. NO. 2012088694 (W.C.)

LOT 5
CRYSTAL FALLS
TOWN CENTER SECTION I
DOC. NO. 201200199 (T.C.)
DOC. NO. 2012088694 (W.C.)



SCALE: 1" = 200'



ATTACHMENTS: METES AND BOUNDS DESCRIPTION 14423_GR-BMD.DOC
BEARING BASIS: TEXAS CENTRAL ZONE, STATE PLANE COORDINATES (NAD 83)

SHEET	1	2
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EXHIBIT

PLOTTING SCALE: 1" = 200'
DRAWN BY: PMC
REVIEWED BY: DRS
PROJECT NO: 14423
FILE: L:\14423\DWG\14423_GR-BASE
DATE: DECEMBER 16, 2014

11.065 ACRES OF LAND SITUATED IN WILLIAMSON AND TRAVIS COUNTY, TEXAS, OUT OF THE LUCIUS B. JOHNSON SURVEY 426, ABSTRACT 449, TRAVIS COUNTY, ABSTRACT 894, WILLIAMSON COUNTY AND THE A. BITTICK SURVEY 144, ABSTRACT 859, WILLIAMSON COUNTY, BEING A PORTION OF A 580.2511 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO LOOKOUT PARTNERS, L.P., IN DOCUMENT NO. 2012060021, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND A PORTION OF A 1142.168 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO LOOKOUT PARTNERS, L.P., IN DOCUMENT NO. 1997058697, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND IN VOLUME 13085, PAGE 1927, REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS

G&R
SURVEYING, LLC
1805 OUIDA DR.
AUSTIN, TEXAS 78728
PHONE: (512) 267-7430
FAX: (512) 836-8385
FRM NO. 10032000

LINE TABLE		
NUMBER	DIRECTION	DISTANCE
L1	S24°16'03"W	23.38'
L2	S25°18'13"W	107.51'
L3	S82°50'52"W	127.66'
L4	N64°10'20"W	126.69'
L5	S25°49'40"W	147.23'
L6	N64°10'20"W	210.27'
L7	N57°24'32"E	100.27'
L8	N34°00'27"E	61.55'
L9	N56°10'54"E	15.16'
L10	N50°07'42"E	101.75'
L11	N73°16'00"E	63.34'
L12	S76°40'42"E	70.00'
L13	S59°36'35"E	165.83'
L14	N54°11'39"E	77.61'
L15	S08°16'35"W	33.76'
L16	S20°24'32"E	235.86'

CURVE TABLE					
NO.	DELTA	RADIUS	ARC	CHORD BEARING	CHORD
C1	26°03'05"	150.00'	68.20'	N59°49'22"W	67.62'
C2	26°15'23"	340.00'	155.81'	N00°11'36"E	154.45'
C3	72°55'53"	270.00'	343.68'	S23°08'39"E	320.94'
C4	22°48'59"	330.00'	131.41'	S48°12'06"E	130.55'
C5	113°55'53"	103.10'	205.02'	S34°07'36"E	172.87'

ATTACHMENTS: METES AND BOUNDS DESCRIPTION 14423_GR-BND.DOC
 BEARING BASIS: TEXAS CENTRAL ZONE, STATE PLANE COORDINATES (NAD 83)

SHEET
2
2

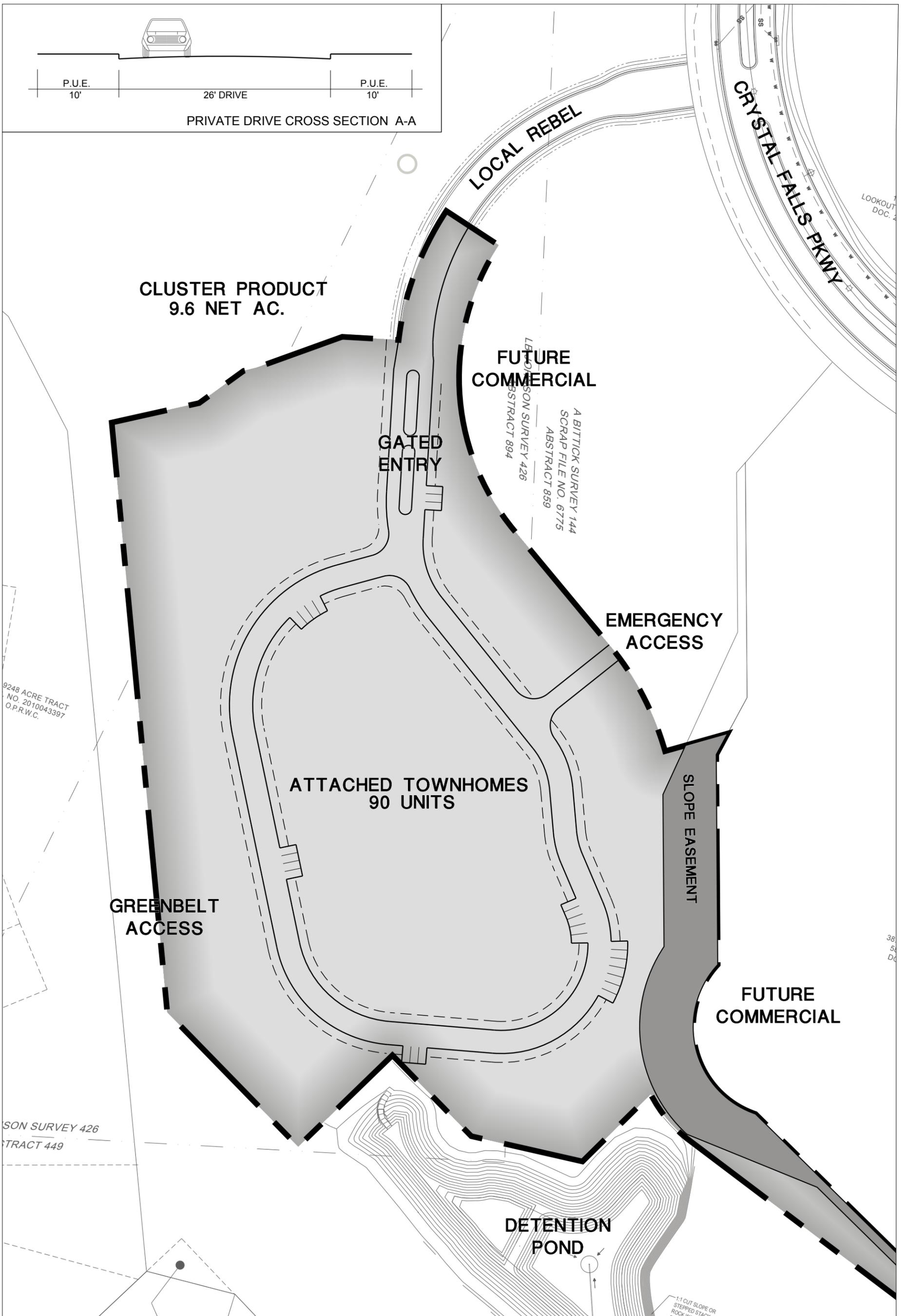
EXHIBIT

PLOTTING SCALE: 1" = 200'
DRAWN BY: PMC
REVIEWED BY: DRS
PROJECT NO: 14423
FILE: L:\14423\DWG\14423_GR-BASE
DATE: DECEMBER 16, 2014

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G&R
 SURVEYING, LLC
 1805 OUIDA DR.
 AUSTIN, TEXAS 78728
 PHONE: (512) 267-7430
 FAX: (512) 836-8385
 FIRM NO. 10032000



CONCEPTUAL SITE LAYOUT
AND LAND USE PLAN

CRYSTAL FALLS
LEANDER, TEXAS



Scale: 1" = 100'
Date: March 10, 2015



March 10, 2015

City of Leander Planning Department
104 N. Brushy Street
Leander, Texas 78641

Re: Crystal Falls Town Center Townhome Tract Letter of Intent

The Crystal Falls Town Center Townhome tract PUD is an 11 acre, attached residential product neighborhood located within the mixed use center of Crystal Falls. The proposed neighborhood is planned as attached townhomes with private streets. A range of building types is contemplated from 2 unit buildings up to 8 unit buildings. The private streets and variety of unit count buildings are proposed to provide flexibility in locating structures to uniquely fit within the existing topography and trees.

The neighborhood will be a privately gated community with open space surrounding the property on the south and west, a detached cluster housing development to the north and future commercial tract to the east.

In order to implement this unique product, a few minor deviations are requested from the traditional base zoning district:

- 26 foot private streets and gate for internal circulation
- Development Standards for attached unit sizes and setbacks for product developed as a single lot site plan as opposed to a traditional right of way and townhome lot subdivision
- Variety of unit configurations and blend of one car and two car garages with front and side entry
- Limit on the percentage of front facing garage applied to the entire building of attached units
- Modification to the number of off-street parking spaces requested

Thank you for your consideration of this application for PUD zoning. If you have any questions or comments on the project intent or development standards, please feel free to contact me at your convenience.

Sincerely,

Mark Baker
Principal

CRYSTAL FALLS TOWN CENTER TOWNHOMES

**City of Leander, Texas
PUD Planned Unit Development**

Applicant: **Natural Development
11612 FM 2244, Bldg. 1, Ste. 140
Austin, Texas 78738**

Prepared by: **SEC Planning
4201 W. Parmer Lane
Building A, Suite 220
Austin, Texas 78727
512.246.7003**

Exhibit A

Crystal Falls Town Center Townhomes Planned Unit Development

A. Purpose and Intent

The PUD is composed of 11.065 acres, as described in Exhibit B (Field Notes). The development of this property is planned as a high quality, attached townhome neighborhood.

The contents of this PUD further explain and illustrate the overall appearance and function desired for this neighborhood. A Conceptual Site Layout and Land Use Plan has been attached to this PUD, Exhibit C, to illustrate the design intent for the property. The Conceptual Site Layout and Land Use Plan is intended to serve as a guide to illustrate the general neighborhood vision and design concept and is not intended to serve as a final site plan.

B. Applicability and Base Zoning

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

For the purpose of establishing development standards for the PUD, a base zoning district has been selected from the Leander Composite Zoning Ordinance.

- *Base District: Multi Family MF-2-A*

The neighborhood within the PUD will comply with the modified development standards of this PUD. In the case that this PUD does not address a specific City requirement, the Leander Composite Zoning Ordinance shall apply. In the event of a conflict between this PUD and the base zoning district found in the Leander Composite Zoning Ordinance, this PUD shall control.

C. Conceptual Site Layout and Land Use Plan

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

The Crystal Falls Town Center Townhomes project is comprised of a mix of attached townhome products with a varying number of attached units per building. The project is planned to include internal private drives and a variety of attached unit configurations that are situated around existing trees and open space.

D. Allowable Use

The use shall be an attached single family condominium residential development. Up to a maximum of eight attached units shall be permitted per building. The maximum unit count shall be 90 units.

E. Lot Design Standards

The Crystal Falls Town Center Townhomes development will comply with the Development Standards set forth in Table 1 for a condo regime site plan on private drives. The following standards measure the setback from the drive.

Table 1 – Development Standards for Attached Unit Site Plan

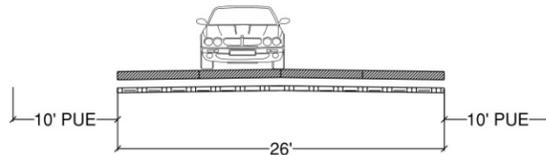
	SFT (Townhouse)
	ATTACHED
Unit Width (minimum unit width)	20 ft.
Front Setback (minimum from back of curb)	15 ft.
Side Setback (minimum from back of curb)	10 ft.
Street Side Setback (minimum from back of curb)	10 ft.
Rear Setback (minimum)	20 ft.
Building Separation (minimum)	10 ft.*

**Eave overhang is not included in calculations for minimum building separation. A minimum of seven feet clear zone between building roof lines will be provided.*

F. Drive Design

The Crystal Falls Town Center Townhome community will incorporate the following drive standards.

1. This project shall consist of private drives instead of public roadways. The pavement width shall be a minimum of 26 feet in width with 10 foot Public Utility Easements PUE on each side of the private drive. The drives will have a 23-foot wide pavement width with 18 inch ribbon curbs or a 23 foot wide pavement width with 24 inch curb and gutter (which includes mountable curb or stand up curb).



2. The access drive alignment, building pads and on parking along the drives may vary to minimize disturbance to significant trees and natural topographic features.
3. The Townhouse neighborhood may be privately gated.
4. If secondary access is required by the City for the neighborhood, the secondary access shall be provided as an emergency driveway and crash gate connecting to the adjacent commercial tract to the east.
5. Drive lighting is required at the intersections between the drives and public streets. Drive lighting is optional in the interior of the project.
6. Sidewalks are not required in the interior of the project.

G. Architectural Criteria

All residential product within this project shall comply with the applicable standards of the Type A Architectural Components and the Architectural Standards for single-family districts as listed in Article VII and Article VIII of the Composite Zoning Ordinance, unless modified herein. Drives shall constitute streets in with regard to this application of the ordinance.

1. Up to eight townhouse units may be connected in a single building.
2. Parking Requirements

- Single Car Garage Units: Each single car garage townhouse unit shall provide one garage enclosed parking space plus 1.5 additional off street parking spaces. (Driveway may be counted toward provision of off street parking).
 - Two Car Garage Units: Each two car garage townhouse unit shall provide a minimum of two garage enclosed parking spaces plus 2 additional off street parking spaces. (Driveway may be counted toward provision of off street parking).
3. Each single-family dwelling shall have a minimum of nine hundred (900) square feet of living area.

H. Walls, Fencing and Landscaping

1. The Crystal Falls Town Center Townhouse lot may utilize wrought iron or decorative tubular metal fencing where views into adjacent open space and buffers are desired.
2. This project shall comply with the applicable landscape standards for single-family districts as listed in Article VI of the Composite Zoning Ordinance.
3. Minimum landscape requirements per unit shall be two (2) two-inch significant trees, five (5) one-gallon shrubs, five (5) five-gallon shrubs.

LEGEND

- IRON ROD WITH G&R CAP FOUND
- △ CALCULATED POINT
- (W.C.) WILLIAMSON COUNTY
- (T.C.) TRAVIS COUNTY

LUCIUS B. JOHNSON
SURVEY 426, ABS. 449 (T.C.)

TRAVIS COUNTY

REMNANT OF
1142.168 AC. (TRACT 1)
LOOKOUT PARTNERS, L.P.
VOL. 13085, PG. 1927 (T.C.)
DOC. NO. 1997058697 (W.C.)

REMNANT OF 580.2511 AC.
LOOKOUT PARTNERS, L.P.
DOC. NO. 2012060021 (W.C.)

A. BITTICK
SURVEY 144, ABS. 859 (W.C.)

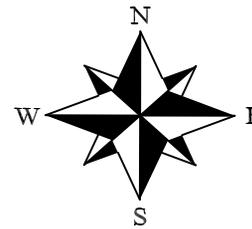
WILLIAMSON COUNTY

REMNANT OF 436.9248 AC.
TAYLOR MORRISON
DOC. NO. 2010094028 (T.C.)
DOC. NO. 2010043397 (W.C.)

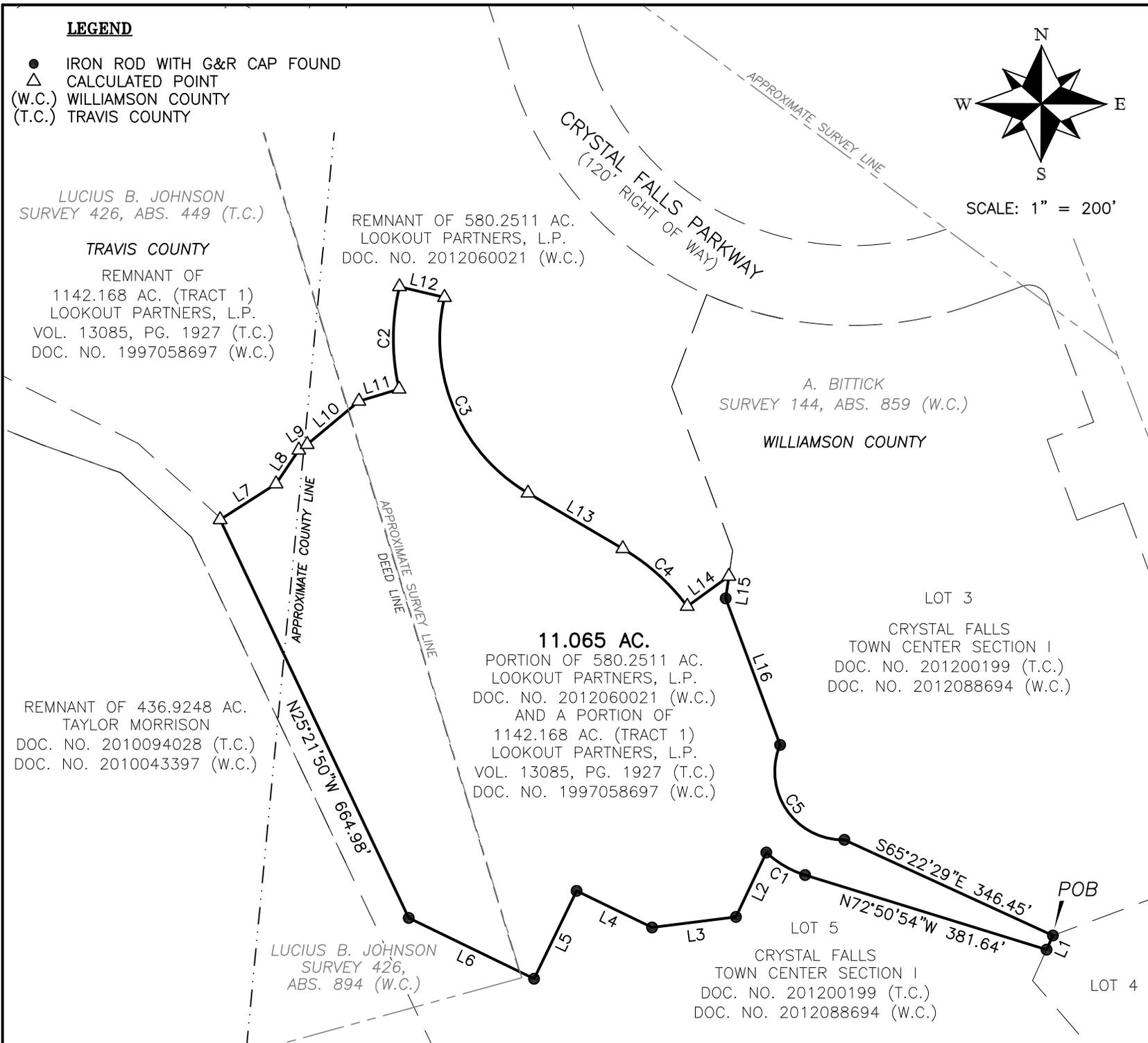
11.065 AC.
PORTION OF 580.2511 AC.
LOOKOUT PARTNERS, L.P.
DOC. NO. 2012060021 (W.C.)
AND A PORTION OF
1142.168 AC. (TRACT 1)
LOOKOUT PARTNERS, L.P.
VOL. 13085, PG. 1927 (T.C.)
DOC. NO. 1997058697 (W.C.)

LOT 3
CRYSTAL FALLS
TOWN CENTER SECTION I
DOC. NO. 201200199 (T.C.)
DOC. NO. 2012088694 (W.C.)

LOT 5
CRYSTAL FALLS
TOWN CENTER SECTION I
DOC. NO. 201200199 (T.C.)
DOC. NO. 2012088694 (W.C.)



SCALE: 1" = 200'



ATTACHMENTS: METES AND BOUNDS DESCRIPTION 14423_GR-BMD.DOC
BEARING BASIS: TEXAS CENTRAL ZONE, STATE PLANE COORDINATES (NAD 83)

PLOTTING SCALE: 1" = 200'
DRAWN BY: PMC
REVIEWED BY: DRS
PROJECT NO: 14423
FILE: L:\14423\DWG\14423_GR-BASE
DATE: DECEMBER 16, 2014

EXHIBIT

SHEET	1	2
-------	---	---

G&R SURVEYING, LLC
1805 OUIDA DR.
AUSTIN, TEXAS 78728
PHONE: (512) 267-7430
FAX: (512) 836-8385
FRM NO. 10032000

11.065 ACRES OF LAND SITUATED IN WILLIAMSON AND TRAVIS COUNTY, TEXAS, OUT OF THE LUCIUS B. JOHNSON SURVEY 426, ABSTRACT 449, TRAVIS COUNTY, ABSTRACT 894, WILLIAMSON COUNTY AND THE A. BITTICK SURVEY 144, ABSTRACT 859, WILLIAMSON COUNTY, BEING A PORTION OF A 580.2511 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO LOOKOUT PARTNERS, L.P., IN DOCUMENT NO. 2012060021, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND A PORTION OF A 1142.168 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO LOOKOUT PARTNERS, L.P., IN DOCUMENT NO. 1997058697, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND IN VOLUME 13085, PAGE 1927, REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS.

LINE TABLE		
NUMBER	DIRECTION	DISTANCE
L1	S24°16'03"W	23.38'
L2	S25°18'13"W	107.51'
L3	S82°50'52"W	127.66'
L4	N64°10'20"W	126.69'
L5	S25°49'40"W	147.23'
L6	N64°10'20"W	210.27'
L7	N57°24'32"E	100.27'
L8	N34°00'27"E	61.55'
L9	N56°10'54"E	15.16'
L10	N50°07'42"E	101.75'
L11	N73°16'00"E	63.34'
L12	S76°40'42"E	70.00'
L13	S59°36'35"E	165.83'
L14	N54°11'39"E	77.61'
L15	S08°16'35"W	33.76'
L16	S20°24'32"E	235.86'

CURVE TABLE					
NO.	DELTA	RADIUS	ARC	CHORD BEARING	CHORD
C1	26°03'05"	150.00'	68.20'	N59°49'22"W	67.62'
C2	26°15'23"	340.00'	155.81'	N00°11'36"E	154.45'
C3	72°55'53"	270.00'	343.68'	S23°08'39"E	320.94'
C4	22°48'59"	330.00'	131.41'	S48°12'06"E	130.55'
C5	113°55'53"	103.10'	205.02'	S34°07'36"E	172.87'

ATTACHMENTS: METES AND BOUNDS DESCRIPTION 14423_GR-BND.DOC
 BEARING BASIS: TEXAS CENTRAL ZONE, STATE PLANE COORDINATES (NAD 83)

SHEET
2
2

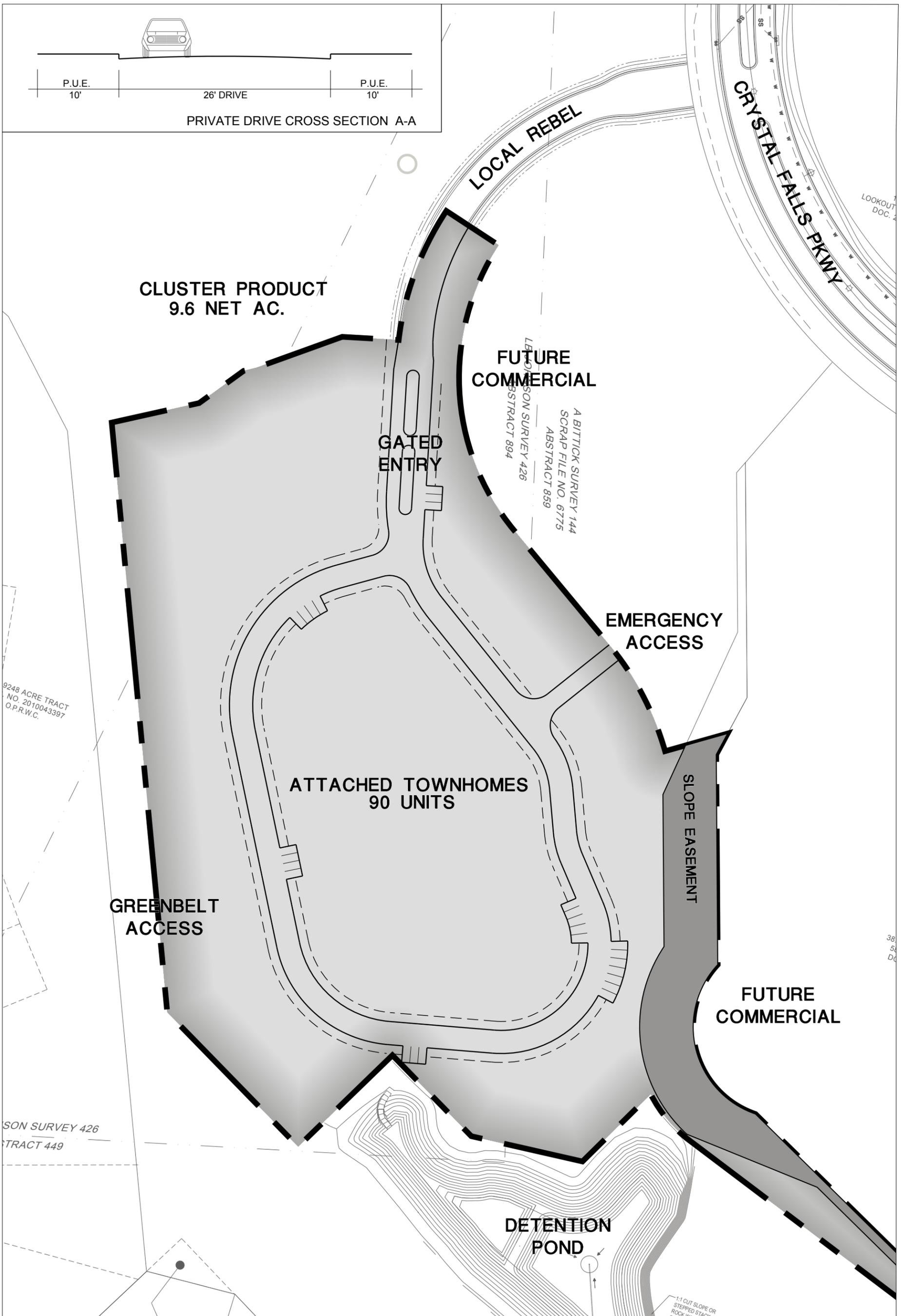
EXHIBIT

PLOTTING SCALE: 1" = 200'
DRAWN BY: PMC
REVIEWED BY: DRS
PROJECT NO: 14423
FILE: L:\14423\DWG\14423_GR-BASE
DATE: DECEMBER 16, 2014

11.065 ACRES OF LAND SITUATED IN WILLIAMSON AND TRAVIS COUNTY, TEXAS, OUT OF THE LUCIUS B. JOHNSON SURVEY 426, ABSTRACT 449, TRAVIS COUNTY, ABSTRACT 894, WILLIAMSON COUNTY AND THE A. BITTICK SURVEY 144, ABSTRACT 859, WILLIAMSON COUNTY, BEING A PORTION OF A 580.2511 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO LOOKOUT PARTNERS, L.P. IN DOCUMENT NO. 2012060021, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND A PORTION OF A 1142.168 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO LOOKOUT PARTNERS, L.P. IN DOCUMENT NO. 1997058697, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND IN VOLUME 13085, PAGE 1927, REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS



G&R
 SURVEYING, LLC
 1805 OUIDA DR.
 AUSTIN, TEXAS 78728
 PHONE: (512) 267-7430
 FAX: (512) 836-8385
 FIRM NO. 10032000



**CLUSTER PRODUCT
9.6 NET AC.**

**FUTURE
COMMERCIAL**

**GATED
ENTRY**

LEWIS & CLARK SURVEY 426
ABSTRACT 894
A BITTICK SURVEY 144
SCRAP FILE NO. 6775
ABSTRACT 859

**EMERGENCY
ACCESS**

**ATTACHED TOWNHOMES
90 UNITS**

SLOPE EASEMENT

**GREENBELT
ACCESS**

**FUTURE
COMMERCIAL**

**DETENTION
POND**



Scale: 1" = 100'
Date: March 10, 2015



SEC Planning, LLC

Land Planning + Landscape Architecture + Community Branding

AUSTIN, TEXAS
1.512.246.7003 • 1.512.246.7703
www.secplanning.com • info@secplanning.com

**CONCEPTUAL SITE LAYOUT
AND LAND USE PLAN**

CRYSTAL FALLS
LEANDER, TEXAS

SHEET FILE: T:\150002-NADE\Cadfiles\PLANNING\Submittals\March 2015 PUD\Exhibit C Land Use Plan.dwg

Base mapping compiled from best available information. All map data should be considered as preliminary, in need of verification, and subject to change. This land plan is conceptual in nature and does not represent any regulatory approval. Plan is subject to change.

ORDINANCE NO #

ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING A PARCEL OF LAND FROM SFT-2-A (SINGLE-FAMILY TOWNHOUSE) TO PUD (PLANNED UNIT DEVELOPMENT); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.

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

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

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

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

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

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

Section 3. Applicability. This ordinance applies to the following parcels of land, which is herein referred to as the "Property:" That certain parcels of land being 11.065 acres, more or less, located in Leander, Williamson County, Texas, being more particularly described in Exhibit "B", generally located to the southwest of the corner of Crystal Falls Parkway and Lakeline Boulevard; legally described as 11.065 acres more or less out of the Lucius B. Johnson Survey and the A. Bittick Survey, more particularly described in Document Number 2012060021, Official Public Records of Williamson County, Texas, and identified by tax identification numbers R484293, R517839, and R096984; and in Document Number 5874404, Official Public Records of Travis County, Texas, and identified by tax identification number 823336.

Section 4. Property Rezoned. The Zoning Ordinance is hereby amended by changing the zoning district for the Property from SFT-2-A (Single-Family Townhouse) to PUD (Planned Unit Development) known as the Crystal Falls Townhomes PUD. The PUD shall be developed and occupied in accordance with this Ordinance, the PUD plan attached as Exhibits "A", "B", and "C" which are hereby adopted and incorporated herein for all purposes, and the Composite Zoning Ordinance to the extent not amended by this Ordinance. In the event of a conflict between the Composite Zoning Ordinance and the requirements for the Property set forth in this

Ordinance, this Ordinance shall control.

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

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

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

PASSED AND APPROVED on First Reading this the 18th day of June, 2015.
FINALLY PASSED AND APPROVED on this the 2nd day of July, 2015.

THE CITY OF LEANDER, TEXAS

ATTEST:

Christopher Fielder, Mayor

Debbie Haile, City Secretary

13. **Zoning Case 15-Z-006**: Hold a public hearing and consider action on the rezoning of 11.065 acres more or less, generally located to the southwest corner of Crystal Falls Pkwy and Lakeline Blvd, WCAD ID R484293, R517839, and R096984; TCAD ID 823336. Currently, the property is zoned SFT-2-A (Single Family Townhouse). The applicant is proposing to zone the property to PUD (Planned Unit Development), Leander, Williamson County, Texas. Applicant: Mark Baker on behalf of Lookout Partners LP (Mike Siefert).

a) Staff Presentation

Martin Siwek, AICP, Planner, stated that staff reviewed the request and recommends approval.

b) Applicant Presentation

Eric Willis and Mike Siefert answered Commissioners questions.

c) Open Public Hearing

**Chairman Sokol opened the public hearing.
No one wished to speak.**

d) Close Public Hearing

Chairman Sokol closed the public hearing.

e) Discussion

Discussion took place.

f) Consider Action

**Commissioner Hines moved to approve with staff recommendation with the condition that sidewalks, a minimum of four (4') foot wide and constructed of crushed/decomposed granite or concrete, are constructed throughout the neighborhood and connecting to Local Rebel.
Commissioner Schwendenmann seconded the motion. Motion passed unanimously.**

14. Zoning & Subdivision Cases 14-Z-014, 14-CP-007, & 14-PP-008: Hold a public hearing and consider action on the rezoning and approval of the Woodview Village Concept Plan and Preliminary Plat of 20.679 acres more or less, generally located to the southwest of the intersection of East Woodview Drive and Raider Way, WCAD ID #R031251. Currently, the property is zoned Interim SFS-2-B (Single Family Suburban) and Interim SFR-1-B (Single Family Rural). The applicant is proposing to zone the property to PUD (Planned Unit Development), Leander, Williamson County, Texas. Applicant: Darren Webber on behalf of DeWette Partners, LTD.

Applicant postponed Zoning Request

a) Staff Presentation

b) Applicant Presentation

c) Open Public Hearing

d) Close Public Hearing

e) Discussion

f) Consider Action



Executive Summary

June 18, 2015

Subject: Public hearing and Consideration of an Ordinance Granting a Public Utility Easement on Public Parkland for the Bryson Offsite Wastewater Line Project

Background: A 0.183 acre public utility easement (PUE) is needed on a 3.827 acre dedicated park property for the Bryson Offsite Waste Water Line Project. The park property is located on the west side of Mel Mathis Avenue between Hero Way and San Gabriel Parkway and part of the North Branch Brushy Creek Trail Corridor. The wastewater line and all future utilities will be underground.

Please be advised that since the 3.827 property is public parkland and other non-park uses are proposed, the City must follow requirements of Chapter 26 of the Texas Parks & Wildlife Code relative to possible impacts to the parkland. Those requirements include publishing notifications in the *Austin American Statesmen* for three consecutive weeks and holding a public hearing.

Once the public hearing is held all of the Chapter 26 requirements will have been met and the Council may act on the staff recommendation.

Financial Consideration: None

Recommendation: Staff respectfully requests Council approval of an ordinance granting a 0.183 acre public utility easement on a 3.827 acre dedicated park property located on the west side of Mel Mathis Avenue between Hero Way and San Gabriel Parkway.

Attachments: PUE Ordinance and supporting documents; Offsite Sewer Line Alignment Map

Prepared by: Stephen Bosak, Parks & Recreation Director

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, MAKING FINDINGS PURSUANT TO CHAPTER 26, TEXAS PARKS AND WILDLIFE CODE, REGARDING THE PROPOSED GRANTING OF AN PUBLIC UTILITY EASEMENT LOCATED ON CITY PARK PROPERTY THAT REQUIRES THE USE OR TAKING OF PUBLIC PARKLAND FOR A PERMANENT PUBLIC UTILITY EASEMENT; AND PROVIDING FOR RELATED MATTERS.

Whereas, the City of Leander will be need a public utility easement (PUE) for the construction of the Bryson Offsite Sanitary Sewer Project ("Project");

Whereas, the PUE is located on a 3.827 acre property located west of Mel Mathis Avenue between Hero Way and San Gabriel Parkway more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes ("Land"), which is public parkland;

Whereas, the City Council of the City of Leander, Texas ("City") held a public hearing at which the City Council accepted public comment and testimony from all persons requesting to be heard regarding the proposed Easement;

Whereas, notice of the public hearing was published once a week for three consecutive weeks, the last publication being not less than one week and no more than two weeks before the public hearing, in a newspaper of general circulation that is published at least six days a week in the county where the Land is situated or an adjoining the county;

Whereas, given the location of the Project, there is no feasible and prudent alternative to the use or taking of the Easements for the Project; and

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. Approval of Project. The City Council hereby finds and declares that given the location of the easement and other above-stated facts associated with the need for obtaining the Easements across the Land, there is no feasible and prudent alternative to the use or taking of the Easement through the Land. The City Council further finds and declares that the Project includes, and shall include, all reasonable planning to minimize harm to the Land as a park resulting from the use or taking of the Easements.

Section 3. Ratification of Actions. All actions heretofore taken by the City Council, the Mayor, city staff, the City Manager, and the City Attorney with respect to the Land and the Project, are hereby confirmed, ratified, approved and adopted by the Council.

Section 4. 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.*

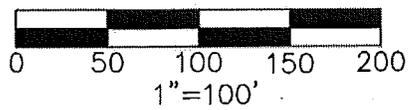
PASSED AND APPROVED on this ____ day of June 2015.

THE CITY OF LEANDER, TEXAS

ATTEST:

Christopher Fielder, Mayor

Debbie Haile, City Secretary



LEGEND

- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- 1/2" IRON ROD FOUND (UNLESS NOTED)

25' TEMPORARY DRAINAGE EASEMENT
DOCUMENT NO. 2012097762

3.827 ACRES
CITY OF LEANDER, TEXAS
DOCUMENT NO. 2014005725

MEL MATHIS AVENUE
(CR 273)
(R.O.W. VARIES)

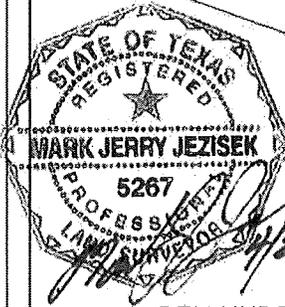
100.00 ACRES
AUSTIN COMMUNITY
COLLEGE DISTRICT
DOCUMENT NO. 2010030836

0.183 ACRE
(7,976 SQ. FT.)

LOT 1
SAN GABRIEL PARK
CABINET Y, SLIDE 364

25' TEMPORARY DRAINAGE EASEMENT
DOCUMENT NO. 2012097762

20' RIGHT-OF-WAY EASEMENT
VOLUME 1287, PAGE 698



N21°22'20"W 551.06'
S21°22'20"E 512.10'

L3
C1
L2
L1
L4
P.O.B.
P.O.C.
CAP

REMAINDER OF 94.24 ACRES
TRANSIT VILLAGE
INVESTMENTS, LTD.
DOCUMENT NO. 2006112794

REMAINDER OF 94.24 ACRES
TRANSIT VILLAGE
INVESTMENTS, LTD.
DOCUMENT NO. 2006112794

BURY

221 West Sixth Street, Suite 600
Austin, Texas 78701
Tel: (512) 328-0011 Fax: (512) 328-0325
TBPE # F-104B TBPLS # F-10107500
Copyright © 2015

SKETCH TO ACCOMPANY DESCRIPTION

OF A 0.183 ACRE TRACT OF LAND OUT OF THE WILLIAM MANSIL SURVEY, ABSTRACT NO. 437, SITUATED IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 3.827 ACRE TRACT OF LAND CONVEYED TO THE CITY OF LEANDER, TEXAS BY DEED OF RECORD IN DOCUMENT NO. 2014005725 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

CRESCENT COMMUNITIES

SHEET 1 OF 2

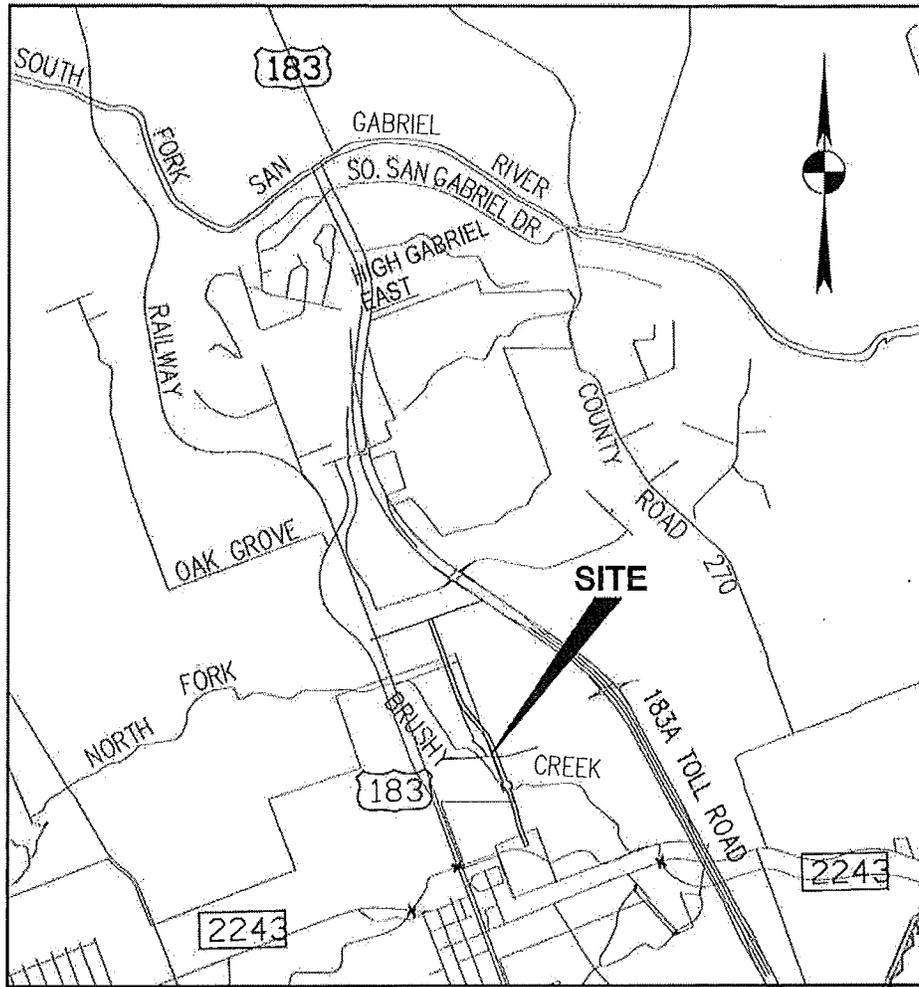
DATE: 04/28/15

DRAWN BY: KWA

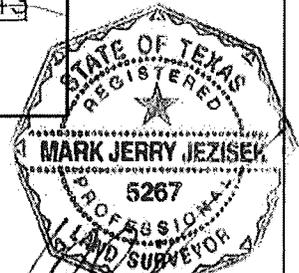
FN: 15-170 (KWA)

FILE: H:\100956\013\100956013EX5.DWG

PROJECT No. R0100956-10013



VICINITY MAP
N.T.S.



BEARING BASIS NOTE:

THE BASIS OF BEARING OF THE SURVEY SHOWN HEREON IS TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 83(96), UTILIZING WESTERN DATA SYSTEMS CONTINUALLY OPERATING REFERENCE STATION (CORS) NETWORK.

CURVE TABLE

NO.	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	15.23'	999.00'	0°52'25"	S39°45'14"E	15.23'

LINE TABLE

NO.	BEARING	DISTANCE
L1	S88°28'26"W	50.69'
L2	S88°28'26"W	15.95'
L3	S40°11'26"E	31.61'
L4	N88°28'26"E	84.99'

BURY

221 West Sixth Street, Suite 600
Austin, Texas 78701
Tel. (512) 328-0011 Fax (512) 328-0325
TBPE # F-1046 TBPLS # F-10107500
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SKETCH TO ACCOMPANY DESCRIPTION

OF A 0.183 ACRE TRACT OF LAND OUT OF THE WILLIAM MANSIL SURVEY, ABSTRACT NO. 437, SITUATED IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 3.827 ACRE TRACT OF LAND CONVEYED TO THE CITY OF LEANDER, TEXAS BY DEED OF RECORD IN DOCUMENT NO. 2014005725 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

CRESCENT COMMUNITIES

SHEET 2 OF 2

DATE: 04/28/15

DRAWN BY: KWA

FN: 15-170 (KWA)

FILE: H:\100956\013\100956013EX5.DWG

PROJECT No. R0100956-10013

LEGEND

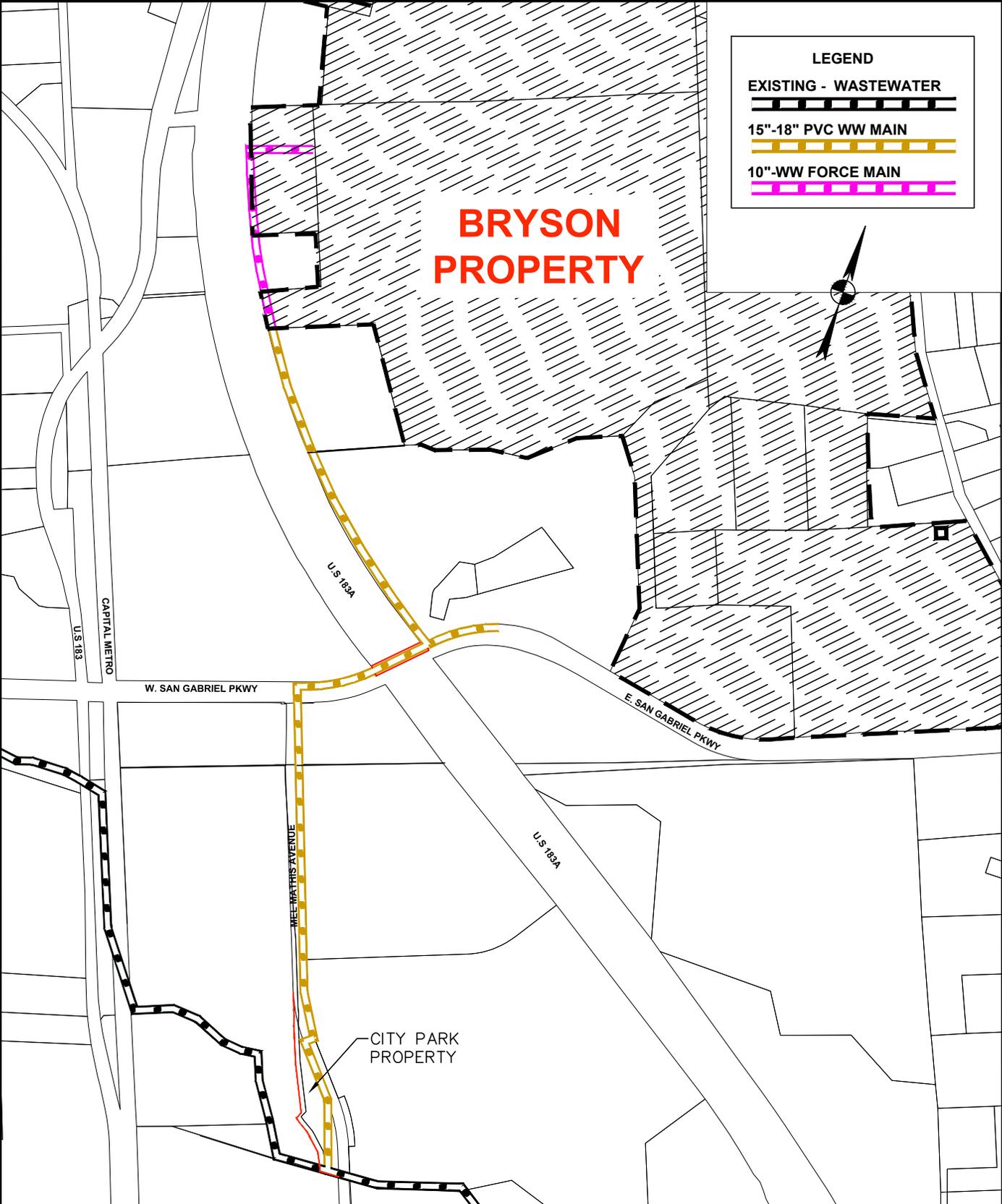
EXISTING - WASTEWATER


15"-18" PVC WW MAIN


10"-WW FORCE MAIN




**BRYSON
PROPERTY**



CITY PARK
PROPERTY

BURY

221 West Sixth Street, Suite 600
 Austin, Texas 78701
 Tel. (512) 328-0011 Fax (512) 328-0325
 TBPE # F-1048 TBPLS # F-10107500
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BRYSON
CITY OF LEANDER

CRESCENT LEANDER, TX, LLC

LEANDER PARK
EASEMENT EXHIBIT

DATE: 6/10/2015

SCALE:

DRAWN BY: HMH

FILE:

PROJECT No. 100956-10013



Executive Summary

June 18, 2015

Subject: Consideration of award of bid for outsourcing of Plan Review, Building Inspection and Fire Inspection Services.

Background: The City's explosive growth rate and new construction projects has given rise to the occasional need to outsource plan review, building inspection and fire inspection services on an as-needed basis should staff be overwhelmed. Outsourcing these services when needed will allow the city to maintain its prompt service level to builders and developers.

Three (3) responses for these services were received to Solicitation #15-018. Upon evaluation and scoring of each respondent, staff recommends a split award to utilize several firms on a rotating basis as follows:

Building Plan Review and Inspections: Bureau Veritas and ATS Engineers, Inspectors and Surveyors.

Fire Plan Review: Bureau Veritas and Brent Meisenheimer.

Fire Inspections: Bureau Veritas.

Financial Consideration: Funds budgeted in the Building Inspection fund 01-51-6000 for \$50,000 and the Fire Administration fund 01-50-5600 for \$50,000.

Recommendation: Staff respectfully recommends Council approval of the split and rotating award recommendation.

Attachments: RFP #15-018, Recommendation memos and evaluation matrices.

Prepared by: Tom Yantis, Assistant City Manager
Bill Gardner, Fire Chief
Joy Simonton, Purchasing Agent



**Purchasing Division
200 W. Willis Street
Leander, TX 78641
www.leandertx.gov**

Solicitation #S15-018

**REQUEST FOR PROPOSAL
PLAN REVIEW AND BUILDING AND FIRE INSPECTION SERVICES**

Responses Due: April 23, 2015



**REQUEST FOR PROPOSAL
PLAN REVIEW AND BUILDING AND FIRE INSPECTION SERVICES**

PART I

GENERAL

1. **PURPOSE:** The City of Leander, herein after “City”, seeks to enter into an agreement with a qualified Individual, Firm or Corporation, herein “Respondent”, to provide as-needed Plan Review and Building and Fire Inspection Services, herein “Services”.
2. **BACKGROUND:** The City of Leander is located 25 miles north of Austin on Highway 183. The City issued over 1,200 residential building permits in 2014 and is expected to exceed that in 2015.

Due to this sustained increase in residential and commercial construction projects in the City, the need for plan review and inspection services continues to rise. The City employs a number of staff inspectors, however, the City seeks a turnkey outsourcing relationship with one or more inspection companies to assist with work load on an as-needed basis with various permits and inspections.

The Building Inspection and Fire Departments oversee the plan review and building and fire inspection services for the City. The successful respondent hired by the City to provide the Services shall report directly to the Building Inspection Department and/or Fire Marshall Office, as applicable, in addition to interacting with the public, citizens of Leander, design and construction professionals and other City staff members such as the Public Works Department.

3. **DEFINITIONS, TERMS AND CONDITIONS:** By submitting a response to this solicitation, the Respondent agrees that the City’s standard Definitions, Terms and Conditions, in effect at the time of release of the solicitation, shall govern but shall be superseded by those terms and conditions specifically provided for otherwise within this solicitation, in a separate agreement or on the face of a purchase order. The City’s Definitions, Terms and Conditions are herein made a part of this solicitation and can be found on the City’s website by visiting <http://www.leandertx.gov/rfps>.
 - 3.1. Any exception to or additional terms and conditions attached to the response will not be considered unless respondent specifically references them on the front of the Solicitation Document. **WARNING:** Exception to or additional terms and conditions may result in disqualification of the response.
4. **ATTACHMENTS:** The following attachment is herein made a part of the solicitation:
 - 4.1. Attachment A: Cost Proposal Form
5. **CLARIFICATION:** For questions or clarifications of specifications, you may contact:

Joy Simonton
Purchasing Agent
City of Leander
Telephone: 512-528-2730
jsimonton@leandertx.gov

The individual listed above may be contacted by telephone or visited for clarification of the specifications only. No authority is intended or implied that specifications may be amended or alterations accepted prior to solicitation opening without written approval of the City of Leander through the Purchasing Department.

6. **RESPONDENT REQUIREMENTS:** The opening of a solicitation shall not be construed as the City's acceptance of such as qualified and responsive.
- 6.1. Respondents shall be firms, corporations, individuals or partnerships normally engaged in the preparation of municipal comprehensive plans.
- 6.2. **Respondents shall possess the licensing and certifications required to perform Services in the State of Texas.**
- 6.3. **Respondents shall possess a minimum of five (5) years experience in residential and commercial plan review and inspection services in the State of Texas.**

7. **BEST VALUE EVALUATION AND CRITERIA:** Respondents may be required to make an oral presentation to the selection team to further present their qualifications. These presentations will provide the Respondent the opportunity to clarify their proposal and ensure a mutual understanding of the services to be provided and the approach to be used.

All solicitations received may be evaluated based on the best value for the City. In determining best value, the City may consider:

- Proposed fees;
- Reputation of Respondent and of Respondent's services;
- Quality of the Respondent's services;
- The extent to which the services meet the City's needs;
- Respondent's past relationship with the City;
- Any relevant criteria specifically listed in the solicitation.

- 7.1. The City reserves the right to reject any or all responses, or delete any portion of the response, or to accept any response deemed most advantageous, or to waive any irregularities or informalities in the response received that best serves the interest and at the sole discretion of the City.

8. **COMMITTEE REVIEW:** An evaluation committee will review each response for solicitation compliance and technical scoring in each category using the following weighted criteria. A consensus score will be assigned to each response.

- 8.1. Proposed Fee **40 Points**
- 8.2. Project Team Qualifications and References **60 Points**

The evaluation process may reveal additional information for consideration. The City reserves the right to modify, without notice, the evaluation structure and weighted criteria to accommodate these additional considerations to serve the best interest of the City.

9. **AGREEMENT TERM:** The terms of the awarded agreement shall include but not be limited to the following:

- 9.1. The term "agreement" shall mean the executed contract awarded as a result of this solicitation and all exhibits thereto. At a minimum, the following documents will be incorporated into the agreement:
- 9.1.1. Solicitation document, attachments and exhibits;
- 9.1.2. Solicitation addendums, if applicable;
- 9.1.3. City's Definitions, Terms and Conditions;

- 9.1.4. Successful Respondent's submission.
- 9.2. The initial term of the resulting agreement shall be three (3) consecutive twelve (12) month periods from the effective date. The agreement may be renewed for two (2) additional periods of time, not to exceed twelve (12) months each, provided both parties agree in writing prior to the expiration of the current term.
- 9.3. If the Respondent fails to perform its duties in a reasonable and competent manner, the City shall give written notice to the Respondent of the deficiencies and the successful Respondent shall have thirty (30) days to correct such deficiencies. If the Respondent fails to correct the deficiencies within the thirty (30) days, the City may terminate the agreement by giving the Respondent written notice of termination and the reason for the termination.
- 9.4. If the agreement is terminated, for any reason, respondent shall turn over all material, records and deliverables created to date within fifteen (15) working days after completion of duties through the termination date.
10. **PRICE INCREASE:** A price increase to the agreement shall not be permitted.
11. **AWARD:** The City reserves the right to enter into an Agreement or a Purchase Order with a single award, split awards, non-award, or use any combination that best serves the interest and at the sole discretion of the City.
- 11.1. City may, at its sole discretion, create a rotating list of those successful respondents to be available as needed.
- 11.2. Award announcement will be made upon City Council approval of staff recommendation and executed agreement. Award announcement will appear on the City's website at <http://www.leandertx.gov/rfps>.
12. **DELIVERY AND ACCEPTANCE:** Acceptance inspection of each deliverable should not take more than thirty (30) working days. The vendor will be notified within this time frame if the goods delivered are not in full compliance with the specifications. If any agreement or purchase order is canceled for non-acceptance, the needed good may be purchased elsewhere and the vendor may be charged full increase, if any, in cost and handling.
13. **PROMPT PAYMENT POLICY:** Payments will be made in accordance with the Texas Prompt Payment Law, Texas Government Code, Subtitle F, Chapter 2251. The City will pay Vendor within thirty days after the acceptance of the supplies, materials, equipment, or the day on which the performance of services was completed or the day, on which the City receives a correct invoice for the supplies, materials, equipment or services, whichever is later. The Vendor may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply to payments made by the City in the event:
- 13.1. There is a bona fide dispute between the City and Vendor concerning the supplies, materials, services or equipment delivered or the services performed that causes the payment to be late; or
- 13.2. The terms of a federal agreement, grant, regulation, or statute prevent the City from making a timely payment with Federal Funds; or
- 13.3. There is a bona fide dispute between the Vendor and a subcontractor or between a subcontractor and its suppliers concerning supplies, material, or equipment delivered or the services performed which caused the payment to be late; or
- 13.4. The invoice is not mailed to the City in strict accordance with instructions, if any, on the purchase order or agreement or other such contractual agreement.

14. **NON-APPROPRIATION:** The resulting Agreement is a commitment of the City's current revenues only. It is understood and agreed the City shall have the right to terminate the Agreement at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to purchase the estimated yearly quantities, as determined by the City's budget for the fiscal year in question. The City may affect such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.

PART II

SCHEDULE

1. **SOLICITATION SCHEDULE:** It is the City's intention to comply with the following solicitation timeline:

1.1. Solicitation released	April 2, 2015
1.2. Pre-Solicitation Meeting	April 14, 2015
1.3. Deadline for questions	April 15, 2015
1.4. City responses to all questions or addendums	April 17, 2015
1.5. Responses for solicitation due at or before 3:00 PM	April 23, 2015

All questions regarding the solicitation shall be submitted in writing at or before 5:00 PM on the due date noted above. A copy of all the questions submitted and the City's response to the questions shall be posted on our webpage, <http://www.leandertx.gov/rfps>. Questions shall be submitted to the City contact named herein.

The City reserves the right to modify these dates. Notice of date change will be posted to the City's website.

2. **PRE-SOLICITATION MEETING:** A non-mandatory pre-solicitation meeting will be held to fully acquaint Respondents with the unique needs of the City. The pre-solicitation meeting will be conducted on:

April 14, 2015 at 3:00 PM CT
City of Leander
Fire Department Administration Building
101 E. Sonny Drive
Leander, TX 78641

- 2.1. The City considers this pre-solicitation meeting **non-mandatory**.
- 2.2. It is the responsibility of the Respondent to be familiar with the specifications herein and to ask any relevant questions they may have concerning this solicitation.
3. **SOLICITATION UPDATES:** Respondents shall be responsible for monitoring the City's website at <http://www.leandertx.gov/rfps> for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancelations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The City will not be held responsible for any further communication beyond updating the website.
4. **RESPONSE DUE DATE:** Signed and sealed responses are due at or before **3:00 PM**, on the date noted above to the Purchasing Department. Mail or carry sealed responses to:

FedEx, UPS or Hand Deliver to:

City of Leander

**Purchasing Department
200 W. Willis
Leander, Texas 78641**

Mail to:

**City of Leander
Purchasing Department
PO Box 319
Leander, TX 78646**

- 4.1. Responses received after this time and date shall not be considered.
 - 4.2. Sealed responses shall be clearly marked on the outside of packaging with the Solicitation title, number, due date and “**DO NOT OPEN**”.
 - 4.3. Facsimile or electronically transmitted responses are **not acceptable**.
 - 4.4. Late responses will be returned to Respondent unopened if return address is provided.
 - 4.5. Responses cannot be altered or amended after opening.
 - 4.6. No response can be withdrawn after opening without written approval from the City for an acceptable reason.
 - 4.7. The City will not be bound by any oral statement or offer made contrary to the written specifications.
5. **AGREEMENT NEGOTIATIONS**: In establishing an agreement as a result of the solicitation process, the City may:
- 5.1. Review all submittals and determine which Respondents are reasonable qualified for award of the agreement.
 - 5.2. Determine the Respondent whose submittal is most advantageous to the City considering the evaluation criteria.
 - 5.3. Attempt to negotiate with the most responsive Respondent an agreement at fair and reasonable terms, conditions and cost.
 - 5.4. If negotiations are successful, enter into an agreement or issue a purchase order.
 - 5.5. If not successful, formally end negotiations with that Respondent. The City may then:
 - 5.5.1. Select the next most highly qualified Respondent and attempt to negotiate an agreement at fair and reasonable terms, conditions and cost with that Respondent.
 - 5.5.2. The City shall continue this process until an agreement is entered into or all negotiations are terminated.
 - 5.6. The City also reserves the right to reject any or all submittals, or to accept any submittal deemed most advantageous, or to waive any irregularities or informalities in the submittal received.
6. **POST AWARD MEETING**: The City and Respondent shall have a post award meeting to discuss, but not be limited to the following:
- 6.1. Identify specific milestones, goals and strategies to meet objectives.
7. **COSTS INCURRED**: Respondent shall acknowledge that the issuance of a solicitation shall in no way obligate the City to award a contract or to pay any costs associated with the preparation of a

response to said solicitation. The costs in developing and submitting proposals, preparing for and participating in oral presentations or any other similar expenses incurred by a Respondent are the sole responsibility of the Respondent and shall not be reimbursed by the City.

PART III

SPECIFICATIONS

1. **SCOPE**: The City of Leander, seeks to enter into an agreement with a qualified Respondent to provide as-needed Building and Fire Plan Reviews and Inspection Services. The City seeks a turnkey outsourcing relationship with one or more inspection companies to assist the City on an as-needed basis with various permits and inspections.

Successful respondent shall be experienced in a wide variety of plan review and building inspection services to include high-end custom homes, large commercial projects, industrial parks, fire protection systems, hazardous material use and storage and other venues.

2. **PLAN REVIEW**: Plan review services shall include but not be limited to:
 - 2.1. Review for compliance with building, fire, zoning, subdivision and other applicable code provisions;
 - 2.2. Review for compliance with applicable state and federal laws.
3. **BUILDING INSPECTIONS**: Building inspection services shall include but not be limited to comprehensive field inspections in accordance with the City's adopted ordinances, codes and standards.
4. **FIRE INSPECTIONS**: Fire inspection services shall include but not be limited to fire protections system acceptance testing, fire wall and other comprehensive field inspections in accordance with the City's adopted ordinances, codes and standards.
5. **SERVICE LEVEL**: Respondent shall demonstrate ability to provide a prompt response to work orders received from the City. Successful respondent shall:
 - 5.1. Acknowledge receipt of order no later than 24-hours after City sends electronic notification of order;
 - 5.2. Communicate with City staff and contractors by phone, e-mail or in person;
 - 5.3. Attend meetings, if necessary, with staff to understand process changes or updates;
 - 5.4. City shall require estimate of hours for each job from successful respondent prior to issuing work order.
6. **SYSTEM**: City currently works in the MyPermitsNow system for electronic review and inspection management. Successful respondent shall have ability to work within that system with wifi field connection to laptop or tablet. Connection shall be at respondent's expense.
7. **SUB-CONTRACTORS**: Sub-contractors shall not be permitted. The use of sub-contracts may be cause for immediate termination of agreement.
8. **INVOICING**: Successful respondent shall invoice City on monthly basis for work completed during that time.
9. **DELIVERABLES**: The successful Respondent shall provide the City with a detailed written record of the inspection in electronic format.

10. **REPORTING:** The successful Respondent shall provide the Building Official and Fire Marshal with a monthly detailed record of all plan reviews and inspections performed. The report shall be consistent and in an electronic format, sorted by Fire and Building and further separated by type of task and outcome. The monthly report shall be emailed to the Building Official and Fire Marshal.

PART IV

RESPONSE REQUIREMENTS

1. **SOLICITATION SUBMISSION REQUIREMENTS:** To achieve a uniform review process and obtain the maximum degree of comparability, the responses shall be organized in the manner specified below. Responses **shall not exceed thirty (30) pages** in length (excluding title page, index/table of contents, work sample attachments (on CD) and dividers). Information in excess of those pages allowed will not be evaluated. One page shall be interpreted as one side of a printed, 8 1/2" X 11" sheet of paper. It is recommended that responses not be submitted in ringed binders or metal spirals to conserve cost for both the Respondent and the City.

The Respondent shall submit **one (1) original signed paper copy and three (3) copies** of its Response.

In addition, the Respondent shall submit one (1) CD, each containing a complete copy of Respondent's submission in an acceptable electronic format (PDF, RTF, TXT, DOC, XLS). A complete copy of the Response includes all documents required by this Solicitation. The CD shall be titled: "SOLICITATION NUMBER - Complete copy of [Name of Respondent]'s submission." **Failure to provide a CD may result in disqualification for award.**

If supplemental materials are included with the Response, each CD must include such supplemental materials. The Response and accompanying documentation are the property of the City and will not be returned.

- 1.1. Title Page (1 page) – Show the solicitation title and number, the name of your firm, address, telephone number(s) name of contact person and date.

TAB #1

- 1.2. Letter of Transmittal (1 page) – Identify the services for which the solicitation has been prepared.

1.2.1. Briefly state your firm's understanding of the services to be performed and make a positive commitment to provide the services as specified.

1.2.2. Provide the name(s) of the person(s) authorized to make representations for your firm, their title(s), address, telephone number(s) and e-mail address.

1.2.3. The letter of transmittal shall be signed in permanent ink by a corporate officer or other individual who has the authority to bind the firm. The name and title of the individual(s) signing the solicitation shall be clearly shown immediately below the signature.

TAB #2

- 1.3. Table of Contents (1 page) – Clearly identify the materials by Tab and Page Number.

TAB #3

- 1.4. Project Team Experience – Provide detailed information on the proposed project team.

1.4.1. Respondent shall provide a statement of qualifications for those individuals that will provide Services to include education, licenses, professional registrations, certifications, area of expertise and years of service in the respective field.

1.4.2. Provide the name, address, telephone number and e-mail address of a primary contact for at least three (3) municipalities or organizations of similar size that have utilized similar services from your organization, , within the last three (3) years. Include a brief overview of the work performed with associated fees charged. City of

Leander references are not applicable. References may be checked prior to award.
Any negative feedback received may result in disqualification of submittal.

TAB #4

- 1.5. Available Resources and Consultant Location – Respondent shall provide information on size, resources and business history of the firm to include number of years in business.

TAB #5

- 1.6. Cost Proposal – Respondent shall provide proposed hourly billing rates for the Services specified herein on Attachment A. No other fees or charges shall be permitted.

PART V

CONFIDENTIALITY OF CONTENT

All documents submitted in response to a solicitation shall be subject to the Texas Public Information Act. Following an award, responses are subject to release as public information unless the response or specific parts of the response can be shown to be exempt from the Texas Public Information Act. Pricing is not considered to be confidential under any circumstances.

Information in a submittal that is legally protected as a trade secret or otherwise confidential must be clearly indicated with stamped, bold red letters stating "CONFIDENTIAL" on that section of the document. The City will not be responsible for any public disclosure of confidential information if it is not clearly marked as such.

If a request is made under the Texas Public Information Act to inspect information designated as confidential, the Respondent shall, upon request from the City, furnish sufficient written reasons and information as to why the information should be protected from disclosure. The matter will then be presented to the Attorney General of Texas for final determination.



**CITY OF LEANDER COST PROPOSAL FORM – ATTACHMENT A
PURCHASING DEPARTMENT
200 W. Willis Street • Leander, Texas 78641**

SOLICITATION INFORMATION	Solicitation Number:	#S15-018	RESPONDENT INFORMATION	Tax ID Number:	_____
		Plan Review and Building and Fire Inspection Services		Business Name:	_____
	Due Date:	April 23, 2015		Address:	_____
	Time:	On or Before 3:00 PM CST		Address:	_____
	Submit to:	City of Leander Purchasing Division 200 W. Willis Street Leander, TX 78641 jsimonton@leandertx.org	Contact:	_____	
			Telephone:	_____	
			Entity Type:	_____	
			E-mail:	_____	

HOW DID YOU HEAR ABOUT THIS SOLICITATION?	<input type="checkbox"/> Newspaper <input type="checkbox"/> City's Website <input type="checkbox"/> E-mail Announcement <input type="checkbox"/> ESBD <input type="checkbox"/> Other _____
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FIRST TIME RESPONDING TO CITY OF LEANDER?	<input type="checkbox"/> Yes <input type="checkbox"/> No	IS YOUR BUSINESS REGISTERED WITH TEXAS BID SYSTEM?	<input type="checkbox"/> Yes <input type="checkbox"/> No Register at: http://www.texasbidsystem.com
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ITEM #	DESCRIPTION	HOURLY RATE
1	Plan Review	\$
2	Building Inspections	
3	Fire Inspections	
4	Site Improvement Field Inspections	
5	Emergency/After Hours Inspections	
6	Meeting time with staff	

AUTHORIZED SIGNATURE	Print Authorized Individual Name:	_____
	Authorized Signature:	_____
	Date:	_____

Bid Info: City of Leander
 Plan Review and Building and Fire Inspection Services
 Solicitation No. #S15-018
 Opening: #####

Building Plan Review and Inspections

EVALUATION CRITERIA	Max Points	 BUREAU VERITAS Bureau Veritas	 <small>ellen merritt, inc.'s</small> ATS Engineers, Inspectors, & Surveyors ATS Engineers, Inspectors and Surveyors	 Brent Meisenheimer Fire Protection Consultant Fire Safety Technical Services
Proposed Fee	40	25	40	40
Plan Review		\$125.00	\$65.00	\$60.00
Building Inspections		\$90.00	\$65.00	Not Available
Fire Inspections		\$100.00	\$65.00	Not Available
Site Improvement Inspections		\$90.00	\$65.00	Not Available
Emergency/After Hours Inspections		\$135.00	\$97.50	Not Available
Meeting Time with Staff		\$125.00	\$65.00	\$60.00
AVERAGE		\$110.83	\$70.42	\$60.00
Project team experience and qualifications	45	40	35	0
Team experience, certifications, firm history and resources		Superior qualifications represented on resumes of building inspectors, fire inspectors and staff. Project references and experience is comparable to City's needs. Large number of plan reviewers and inspectors available. On-line reporting system will be available to City. Founded 1828. Offices in Houston may result in on-site delay.	Adequate qualifications represented on resumes of building inspectors for plan review and inspection, but does not possess adequate fire plan review or inspection qualifications or certifications. Project references and experience is comparable to City's needs for building inspections. Experience with MyPermitsNow, current permit system. Office is in Austin.	Fire plan review qualifications for fire systems is acceptable but no building or fire inspection experience available.
References	15	15	14.2	10
Reference scores		See reference scoring sheets.	See reference scoring sheets.	See reference scoring sheets.
TOTAL:	100	80	89	50

AWARD: Building plan review, and building inspections.	AWARD: Building plan review, and building inspections.
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Bid Info: City of Leander
 Plan Review and Building and Fire Inspection Services
 Solicitation No. #S15-018
 Opening: 04/08/2015

Fire Plan Review and Inspections

EVALUATION CRITERIA	Max Points	 BUREAU VERITAS Bureau Veritas	 ATS <small>Engineers, Inspectors, & Surveyors</small> ATS Engineers, Inspectors and Surveyors	 Brent Meisenheimer <small>Fire Protection Consultant</small> Fire Safety Technical Services
Proposed Fee	40	25	40	40
Plan Review		\$125.00	\$65.00	\$60.00
Building Inspections		\$90.00	\$65.00	Not Available
Fire Inspections		\$100.00	\$65.00	Not Available
Site Improvement Inspections		\$90.00	\$65.00	Not Available
Emergency/After Hours Inspections		\$135.00	\$97.50	Not Available
Meeting Time with Staff		\$125.00	\$65.00	\$60.00
AVERAGE		\$110.83	\$70.42	\$60.00
Project team experience and qualifications	45	40	0	25
Team experience, certifications, firm history and resources		Superior qualifications represented on resumes of building inspectors, fire inspectors and staff. Project references and experience is comparable to City's needs. Large number of plan reviewers and inspectors available. On-line reporting system will be available to City. Founded 1828. Offices in Houston may result in on-site delay.	Does not possess adequate fire plan review or inspection qualifications or certifications.	Superior fire plan review qualifications for fire systems. No building or fire inspection experience available. Project references for fire plan review with local municipalities is comparable to City's needs.
References	15	15	9.6	15
Reference scores		See reference scoring sheets.	See reference scoring sheets.	See reference scoring sheets.
TOTAL:	100			
		AWARD: Fire plan review, and fire inspections.		AWARD Fire plan review only.



City of Leander

INTEROFFICE MEMO

DATE: May 19, 2015

TO: Tom Yantis
Linda Alger

FROM: Joy Simonton

RE: Recommendation for Award for Solicitation #S15-018 Building Plan Review and Building Inspections

The Purchasing Division recommends Bureau Veritas and ATS Engineers, Inspectors and Surveyors for the award of a 36-month agreement for Building Plan Review and Building Inspections in accordance with the Best Value Evaluation Process. A rotating award schedule is recommended.

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

Joy Simonton, Purchasing Agent

CC: FILE



City of Leander

INTEROFFICE MEMO

DATE: May 19, 2015

TO: Bill Gardner
Josh Davis

FROM: Joy Simonton

RE: Recommendation for Award for Solicitation #S15-018 Fire Plan Review and Fire Inspections

The Purchasing Division recommends Bureau Veritas and Fire Safety Technical Services, LLC for the award of a 36-month agreement for Fire Plan Review and Fire Inspections in accordance with the Best Value Evaluation Process. A rotating award schedule is recommended.

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

Joy Simonton, Purchasing Agent

CC: FILE



Executive Summary

June 18, 2015

Agenda Subject: Discuss and consider possible action relating to a request by Central Waste and Recycling, Cedar Park, Texas for a franchise to provide recycling services within the city limits of Leander.

Background: Central Waste & Recycling (www.centralwasteinc.com) has approached City staff regarding the procedures for obtaining approval of a franchise to provide recycling services within the city limits. The City's Home Rule Charter outlines the requirements by which the City Council can consider granting franchises. In this particular case, recycling, falls under the sanitation category since it does involve the removal of solid waste. Staff has advised the applicant that the City has an exclusive contract with Clawson Disposal, Inc. for the removal and disposal of solid waste. Therefore, any permission to allow recycling services would have to be narrowly defined so as not to infringe upon the City's contract with Clawson. The applicant and staff have met and reduced the scope of the original request to that being presented to City Council at this time – i.e., commercial brush clearing and hauling to a recycling facility. If City Council desires to move forward, then the next step would be to prepare an ordinance granting the franchise, post notice in the newspaper of a public hearing, then conduct two readings of the ordinance. The franchise would not be approved until the second and final reading.

Origination: Robert G. Powers, Finance Director

Financial Consideration: 10% gross receipts franchise fee

Recommendation: Staff recommends approval to proceed with the franchise process to consider a limited recycling franchise. Staff further recommends final approval unless the process reveals serious reservations or concerns about the request interfering with the City's contract with Clawson Disposal.

Attachments: Draft Summary Deal Points; Applicant's Original Request; Home Rule Charter Section 11.02; Code of Ordinances Article 4.02

Prepared by: Robert G. Powers, Finance Director

ARTICLE XI. PUBLIC UTILITIES, FRANCHISES AND CONTRACTS*

Section 11.02. Franchises.

The council shall have the power and authority to grant franchises for the use and occupancy of streets, avenues, alleys and any and all public property belonging to or under the control of the city. No individual, organization, entity, political subdivision, corporation, public utility, or any provider of public service shall provide any service within the city requiring the use or occupancy of any street, public right-of-way or property without first being granted a franchise or permit to use such city facilities. The franchise ordinance or permit shall fully describe the terms of the agreement and, regardless of the title given, shall be subject to the terms of this Article. The terms of such agreements shall be explicit so as to protect the interests of the citizens and shall include but not be limited to the terms prescribed in this charter. No franchise ordinance or permit shall be passed except on two readings held after a public hearing for which ten (10) days notice is given.

CHAPTER 4 BUSINESS REGULATIONS

ARTICLE 4.02 FRANCHISE OR PERMIT FOR USE OF PUBLIC PROPERTY*

ARTICLE 4.02 FRANCHISE OR PERMIT FOR USE OF PUBLIC PROPERTY*

Sec. 4.02.001 Required

No person, individual, organization, entity, political subdivision, corporation, public utility, agent of the city, or any provider of a public service shall provide any service within the city requiring use or occupancy of any street, avenue, alley, public right-of-way, road, thoroughfare or other similar public property without first being granted a franchise or permit to use such city facilities in accordance with the city charter. Such services shall include, but not be limited to, sanitation, electricity, gas, water, sewage, ambulance services, transportation services, or any similar commodity or utility to the public or any other service or business using the public streets or property within the city to provide service. (2003 Code, sec. 13.101)

Charter references—Franchise for public utilities, sec. 11.04; franchise for public services, sec. 11.05.

ARTICLE 4.02 FRANCHISE OR PERMIT FOR USE OF PUBLIC PROPERTY*

Sec. 4.02.002 Transfer or assignment

A franchise or permit granted pursuant to this article and article XI of the city charter may not be transferred or assigned without authorization from the city council by ordinance. A franchise or permit may not be transferred except to a person, firm, or entity taking all or substantially all of the franchisee's or permittee's business in the city. (2003 Code, sec. 13.102)

ARTICLE 4.02 FRANCHISE OR PERMIT FOR USE OF PUBLIC PROPERTY*

Sec. 4.02.003 Standards of service and responsibility

- (a) Franchisees and permittees shall render efficient service, and interrupt service only for good cause.
- (b) Franchisees and permittees shall have a listed telephone, and have an employee on duty during reasonable hours so that complaints, requests or adjustments may be received.
- (c) In case of any emergency or disaster, franchisees and permittees shall, upon request of the city council, make available its facilities to the city for emergency use during the emergency or disaster period.
- (d) Franchisees and permittees shall extend services to areas annexed into the city limits unless

provided otherwise by the terms of the franchise or permit or by state law.

(2003 Code, sec. 13.103)

ARTICLE 4.02 FRANCHISE OR PERMIT FOR USE OF PUBLIC PROPERTY*

Sec. 4.02.004 Indemnification of city

Any franchisee or permittee granted a franchise or a permit pursuant to this article and article XI of the city charter shall indemnify, defend, and save harmless the city and its agents, officers and employees against and from any and all third-party claims arising from the franchisee's or permittee's operations within the city, or arising from any intentional or negligent act by the franchisee or permittee or any of its agents, contractors, servants, employees or licensees, and from and against all costs, counsel fees, expenses and liabilities incurred in or about any such claim or proceeding brought thereon, and from any and all claims arising from any breach or default on the part of the franchisee or permittee in the performance of any action to be performed by the franchisee or permittee pursuant to the terms of this article or state law. The city shall promptly notify the franchisee or permittee of any claim or cause of action which may be asserted against the city relating to or covering any matter against which the franchisee or permittee has agreed, as set forth above, to indemnify, defend and save harmless the city. The franchisee or permittee shall have the right to contest any such third-party claim, and the city may, at the franchisee's or permittee's expense, take total or partial lead responsibility for the defense of any such claim or cause of action. In the event the city is in control, either totally or partially, of such defense, the franchisee or permittee shall pay all expenses incurred by the city in providing the defense. It is understood that it is not the intention of either the city, the franchisee or the permittee to create any liability, right, or claim for the benefit of third parties and this article is intended and shall be construed for the sole benefit of the city, the franchisee and the permittee. (2003 Code, sec. 13.104)

ARTICLE 4.02 FRANCHISE OR PERMIT FOR USE OF PUBLIC PROPERTY*

Sec. 4.02.005 Applicability of city charter

All applicable terms and provisions of the city charter are incorporated herein by reference, including specifically sections 11.01 through 11.10. (2003 Code, sec. 13.105)

ARTICLE 4.02 FRANCHISE OR PERMIT FOR USE OF PUBLIC PROPERTY*

Sec. 4.02.006 Penalties

Any person, firm or legal entity who shall violate any provision of this article, or fail to comply therewith, or with any of the provisions thereof, shall be guilty of a misdemeanor, and upon conviction shall be fined in accordance with section 1.01.009, provided that such fine shall not be less than \$100.00. Each and every day's violation shall constitute a separate and distinct offense. Any person,

firm or legal entity found guilty by the municipal court of any violation of this article shall forfeit their franchise or permit and any right to accept a franchise or permit or continue any operation within the city. (2003 Code, sec. 13.106)

DRAFT – RECYCLING FRANCHISE

1. Franchise shall be limited to commercial accounts and only for the collection and/or removal of brush and vegetation.
2. All brush and vegetation shall be disposed of at a recycling facility acceptable to the City.
3. Containers shall not be located in or on any public property, including, roadways, easements, or rights-of-way. Special exception waivers may be obtained if requested in writing and approved by the City staff.
4. Central Waste & Recycling shall pay a franchise fee equal to 10% of its gross receipts within the city limits of Leander and shall file a quarterly report of all accounts served during the quarter. The account information shall include the customer name and location of the service provided. The franchise fee and reports shall be due on May 15, August 15, November 15 and February 15 for the preceding calendar quarters of March 31, June 30, September 30, and December 31, respectively.
5. Quarterly report must include records of the disposal of the containers at an approved recycling facility. Company shall maintain records of no less than the prior calendar year (twelve complete months) and make available to City inspection upon request documentation of disposal at an approved recycling facility.
6. Any container found to have non-brush or vegetative material shall be required to be immediately removed from the premises and CWR shall pay \$200 for each occurrence and include this amount with its quarterly franchise fee payment. Each day shall constitute a separate violation.
7. Three violations of #5 may result in the administrative suspension of the franchise by the city manager. Re-instatement of the franchise shall require City Council approval.



Executive Summary

June 18, 2015

Agenda Subject: Resolution Designating Frost Bank as a depository for the safekeeping of securities and authorizing the City Manager to execute the necessary agreements.

Background: On April 16, 2015, City Council approved Frost Bank as the City’s designated bank depository. Since that time, staff has been working through the transition with Frost staff to establish the necessary accounts, permissions, etc. Establishing a Safekeeping Custodian is a necessary and vital part of the City’s ability to invest our funds in “securities” (US t-bills; federal agency notes/bonds; state/local bonds, etc.) authorized by the Texas Public Funds Investment Act. When the City purchases a security, payment is not made until the City’s safekeeping custodian, in this case Frost Bank, has the receipt designating ownership of the security in the City’s name. At present, the City’s safekeeping custodian is Bank of America.

Origination: Robert G. Powers, Finance Director

Financial Consideration: n/a

Recommendation: Staff recommends approval

Attachments: Resolution; Safekeeping Agreement, Addendum, and Rider

Prepared by: Robert G. Powers, Finance Director

SAFEKEEPING AGREEMENT
(INSTITUTIONAL -- NO FOREIGN SECURITIES)

THIS SAFEKEEPING AGREEMENT (this "**Agreement**") is entered into as of the ____ day of _____, 2015, by and between **FROST BANK**, a state banking association organized and existing under the laws of the state of Texas (the "**Bank**") and **CITY OF LEANDER**, a **PUBLIC ENTITY** (the "**Depositor**"). The Bank and the Depositor agree that all securities and/or other property deposited with and accepted by Bank ("**Security**") shall be governed by the terms and conditions herein set forth, and agree to the following:

W I T N E S S E T H:

The Bank shall establish and maintain a custody account (the "**Account**") for and in the name of the Depositor and hold therein all securities deposited with or collected by the Bank in its capacity as custodian for the Account. The terms "**Security**" or "**Securities**" shall mean any negotiable or non-negotiable investment instrument(s) commonly known as a security or securities in banking custom or practice, and so long as held by the Bank, all income therefrom and all cash deposited by, or for the account of, the Depositor. The Bank agrees to open the Account and hold all Securities and other property, from time to time, deposited with or collected by the Bank for the Account, subject to the terms and conditions of this Agreement, as the same may be amended from time to time.

SECTION 1
ACCEPTANCE OF SECURITIES

(a) The Bank shall accept delivery from and on behalf of the Depositor such Securities as shall, from time to time, be acceptable to it. Any Securities now held by the Bank for the Depositor under a prior custody agreement shall be deemed to have been deposited hereunder. The Bank shall have no responsibility to (i) determine the validity, genuineness or alteration of the Securities or related instruments delivered pursuant to the terms hereof; (ii) review the Securities; or (iii) provide advice to the Depositor relative to the purchase, retention, sale, exchange, disposition, call for redemption of the Securities or related instruments. The parties acknowledge that the Bank is performing the services hereunder merely as an aid to the Depositor, and this does not relieve the Depositor of its duty to manage and keep itself informed of information affecting its own portfolio.

(b) The Bank shall supply to the Depositor from time to time as mutually agreed by the Bank and the Depositor a written statement with respect to all of the Securities held in the Account. In the event that the Depositor does not inform the Bank in writing of any exceptions or objections to such statement within sixty (60) days after receipt of such statement, the Depositor shall be deemed to have approved such statement.

(c) The Bank shall segregate and identify on its books and records as belonging to the Depositor all Securities delivered by or for the account of the Depositor which are held by the Bank in the Account.

(d) The Depositor authorizes the Bank, for any Securities held hereunder, to use the services of any United States central securities depository it deems appropriate and where it may hold any of its own securities, including, but not limited to, the Depository Trust Company and the Federal Reserve Book Entry System. The term "*central securities depository*" shall also include any depository service which acts as a custodian of securities in connection with a system for the central handling of securities whereby all securities of a particular class or series of any issuer deposited within the system are treated as fungible and may be transferred by bookkeeping entry without physical delivery of security certificates. Placement by the Bank of Securities into a central securities depository or safekeeping facility shall neither augment nor diminish the Bank's duties or obligations under any other paragraph of this Agreement, provided that the Bank shall have no liability for the acts or failure to act of any such central securities depository.

(e) The Bank is authorized to re-register the Securities in the name of the Bank or its nominee unless alternative and acceptable registration instructions are promptly furnished by the Depositor.

SECTION 2 COLLECTION OF INCOME

The Bank agrees to collect and receive the dividends, interest and other income from the Securities, as directed by the Depositor, and will credit the Depositor's designated deposit account for such items. Charges, if any, will be charged to the Depositor's deposit account under advice. The Bank will make commercially reasonable efforts to collect and receive such dividends, interest and other income from the Securities but assumes no liability for its inability to do so due to the acts or omissions of Depositor, any issuer of Securities or such issuer's paying agent, or any third party. The Bank shall not be obligated to institute or participate in any legal proceedings relative to any such acts or omissions. The Bank is hereby authorized to sign, on the Depositor's behalf, any declarations, affidavits, certificates of ownership, or other documents which are now or may hereafter be required with respect to coupons, registered interest, dividends or other income on Securities. **THE DEPOSITOR HEREBY AGREES TO REIMBURSE, INDEMNIFY, AND HOLD HARMLESS, THE BANK, ITS OFFICERS, DIRECTORS AND EMPLOYEES FROM ANY LIABILITY, CLAIM, LOSS, DAMAGE OR EXPENSE (INCLUDING ATTORNEYS' FEES AND COURT COSTS) THAT MAY ARISE BY REASON OF THE EXECUTION OF ANY SUCH DOCUMENTS BY THE BANK.**

SECTION 3 COLLECTION OF PRINCIPAL

The Bank is authorized to collect, receive and receipt for the principal of all Securities when and as the same may mature, be redeemed, or be sold upon the order of the Depositor. The proceeds of such collections, as well as any other principal payments received for any Securities, will be credited to the Depositor's designated deposit account. The Bank will use commercially reasonable efforts to collect the Securities and other property at maturity and at dates of call for payment, but assumes no responsibility for its inability to do so due to the acts or omissions of Depositor, any issuer of Securities or such issuer's paying agent, or any third party. The Bank shall not be obligated to institute or participate in any legal proceedings relative to any such acts or omissions. The Bank will not be liable for the insolvency, or default in the payment of principal or interest or in the performance, of the issuer of any Securities.

SECTION 4 WITHDRAWAL OF SECURITIES

The Securities will be released only upon the Bank's receipt of written instructions from the Depositor. In the event the Depositor is a corporation, limited liability company, or limited partnership, Securities will be released upon the instructions of such officer(s) as are authorized by an appropriate entity resolution ("**Authorized Representative**"), and the Depositor shall furnish the Bank on or before such withdrawal, certified copies of resolutions relating to or changing such authority. The Depositor expressly agrees that the Bank shall not be liable for any loss, damage, or liability resulting from the Bank's actions taken in accordance with instructions given to the Bank by an Authorized Representative. If the Depositor has delivered to the Bank Securities subject to a pledge, such Securities will be released only upon the receipt of (i) a written notice by the Depositor or an Authorized Representative, if requested by Bank, (ii) a written release of the pledgee, and (iii) a certificate of the Depositor certifying that the signature of the pledgee is authorized and authentic.

SECTION 5 STANDARD OF CARE

The Bank shall exercise commercially reasonable care in receiving, holding and handling the Securities. The Bank will exercise the commercially reasonable care expected of a professional custodian for hire with respect to the Securities in its possession or control.

SECTION 6 DEPOSITOR DUTIES

(a) The Depositor shall provide the Bank with a written certificate signed by an Authorized Representative containing the specimen signatures of each person authorized to act and give direction on behalf of the Depositor. The Bank shall be entitled to rely upon such certificate until notified in writing otherwise by the Depositor.

(b) The Bank is further authorized to rely upon any written instructions or instructions received by any other means and identified as having been given or authorized by any person named to the Bank as authorized to give written instructions, regardless of whether such instructions shall in fact have been authorized or given by any of such persons, provided that the Bank and the Depositor shall have agreed in writing upon the means of transmission and the method of identification for such instructions. Instructions received by any other means shall include verbal instructions, provided that any verbal instruction shall be promptly confirmed in writing. In the event verbal instructions are not subsequently confirmed in writing, as provided above, the Depositor agrees to hold the Bank harmless and without liability for any claims or losses in connection with such verbal instructions. Notwithstanding the above, instructions for the withdrawal of securities "*free of payment*" shall be given only in writing, manually signed by any such authorized persons.

(c) The Depositor may appoint one or more investment managers ("**Investment Managers**") with respect to the Account. The Bank is authorized to act upon instructions received from any Investment Manager to the same extent that the Bank would act upon the instructions of the Depositor, provided that the Bank has received copies of the instruments appointing the Investment Manager and written confirmation from the Investment Manager evidencing its acceptance of such appointment, or other evidence satisfactory to the Bank.

(d) If the Depositor should choose to have telecommunication or other means of direct access to the Bank's reporting system for Securities in the Account pursuant to paragraph (e) of [Section 7](#), the Bank is also authorized to rely and act upon any instructions received by it through a terminal device, provided that such instructions are accompanied by code words which the Bank has furnished to the Depositor by any method mutually agreed to by the Bank and the Depositor, and which the Bank shall not have then been notified by the Depositor to cease to recognize regardless whether such instructions shall in fact have been given or authorized by the Depositor or any such person. The Depositor's delegates shall be named by a certificate provided to the Bank from time to time by the Depositor.

(e) In the event that the Bank shall receive conflicting instructions from Depositor regarding any particular transaction, the Bank shall make reasonable efforts to resolve such conflict; provided, however, the Bank may rely upon the instruction first received by the Bank and the Bank is hereby held harmless from all consequences of such reliance.

SECTION 7 BANK DUTIES

(a) The Bank shall receive or deliver, or shall instruct any other entity authorized to hold Securities hereunder to receive or deliver, Securities and credit or debit the Account, in accordance with written instructions from the Depositor. The Bank or such entity shall also receive in custody all stock dividends, rights and similar securities issued in connection with Securities held hereunder, shall surrender for payment, in a timely manner, all items maturing or called for redemption and shall take such other action as the Depositor may direct in properly authorized and timely written instructions to the Bank.

(b) All cash received or held by the Bank as custodian or by any entity authorized to hold the Securities hereunder as interest, dividends, proceeds from transfer, and other payments for or with respect to the Securities shall be (i) held in a cash account, or (ii) in accordance with written instructions received by the Bank, remitted to the Depositor.

(c) If the Bank has in place a system for providing telecommunication or other electronic access or other means of direct access by customers to the Bank's reporting system for Securities in the Account, then upon separate written agreement between the Bank and the Depositor, the Bank shall provide such service to the Depositor.

(d) During the Bank's regular banking hours and upon receipt of reasonable notice from the Depositor, any officer or employee of the Depositor, any independent accountant(s) selected by the Depositor and any person designated by any regulatory authority having jurisdiction over the Depositor shall be entitled to examine on the Bank's premises, the Securities held by the Bank on its premises, but only upon the Depositor's furnishing the Bank with properly authorized instructions to that effect, provided, such examination shall be consistent with the Bank's obligations of confidentiality to other parties. The Bank's reasonable costs and expenses in facilitating such examinations, including but not limited to the cost to the Bank of providing personnel in connection with examinations shall be borne by the Depositor, according to the research fee set forth in the fee schedule attached as Exhibit A. The Bank shall also, subject to restrictions under applicable law, seek to obtain from any entity with which the Bank maintains the physical possession of any of the Securities in the Account such records of such entity relating to the Account as may be required by the Depositor or its agents in connection with an internal examination by the Depositor of its own affairs. Upon a reasonable request from the Depositor, the Bank shall use its reasonable efforts to furnish to the Depositor such reports (or portions thereof) of the external auditors of each such entity as related directly to such entity's system of internal accounting controls applicable to its duties under its agreement with the Bank.

(e) The Bank will transmit to the Depositor upon receipt, all financial reports, stockholder communications, notices, proxies and proxy soliciting materials received from issuers of the Securities, and all information relating to exchange or tender offers received from offerors with respect to the Securities. Proxies will be executed by the registered holder if the registered holder is other than the Depositor, but the manner in which the Securities are to be voted will not be indicated. Specific instructions regarding proxies will be provided when necessary. The Bank shall not vote any of the Securities or authorize the voting of any Securities or give any consent or take any other action with respect hereto, except as provided herein. The Bank is authorized to accept and open in the Depositor's behalf all mail or communications received by it or directed to its care.

(f) In the event of tender offers, the Depositor shall mail or fax instructions to the Bank as to the action to be taken with respect thereto or telephone such instructions to the Depositor's account administrator at the Bank, designating such instruction as being related to a tender offer. The Depositor shall deliver to the Bank, by 4:00 p.m., San Antonio, Texas time on the following calendar day, written confirmation. The Depositor shall hold the Bank harmless from any adverse consequences of the Depositor's use of any other method of transmitting instructions relating to a tender offer. The Depositor agrees that if it gives an instruction for the performance of an act on the past permissible date of a period established by the tender offer or for the performance of such act or that it fails to provide next day written confirmation of an oral instruction, the Depositor shall hold the Bank harmless from any adverse consequences of failing to follow said instructions.

(g) The Bank shall not be liable for late submission of any items or information in response to calls for redemption, mergers, tenders, consolidations, reorganizations, recapitalizations, or similar proceedings affecting the Securities when the Depositor has failed to timely instruct the Bank in writing. Should any Security held in a central securities depository be called for a partial redemption by the issuer of such Security, the Bank is authorized, in its sole discretion, to allot the called portion to the respective holders in any manner it deems fair and equitable.

(h) The Bank shall present all maturing bonds and coupons for collection and is authorized to receive payment of income and principal on other items in accordance with their terms. All funds so collected shall be credited to the Account or remitted in accordance with the instructions of the Depositor.

(i) The Bank shall not be liable in damages for any loss or damage beyond its reasonable control, including, but not limited to acts of God, war or terrorist act, fire, storm, or other catastrophe, interruption of transmission or communication facilities, equipment failure, or electrical or computer failure.

SECTION 8 FOREIGN SECURITIES

The Bank shall not hold Securities which are issued by foreign governments or foreign companies or for which the principal trading market is located outside the United States hereunder. Should the Bank elect to hold such securities, such activities shall be governed by a separate agreement between the bank and the Depositor.

SECTION 9 FEES AND EXPENSES

(a) The Depositor agrees to promptly pay upon receipt of an invoice from the Bank the fees and expenses set forth therein. Fees and expenses for the services to be rendered under this Agreement are set forth in **Exhibit A** attached hereto and incorporated herein for all purposes, as such may be amended from time to time, effective upon 30 days' prior written notice by the Bank to the Depositor. In addition, if the Bank advances securities to the Depositor for any purpose or in the event that the Bank or its nominee shall incur or be assessed any taxes, charges, expenses, assessments, claims or liabilities in connection with the performance of its duties hereunder, except such as may arise from or be caused by the Bank's or its nominee's gross negligence or willful misconduct, Depositor shall immediately reimburse the Bank, or its nominee, for such advances, taxes, charges, expenses, assessments, claims or liabilities, or replace such securities.

(b) The Bank may, in its sole discretion, advance funds on behalf of the Depositor which results in an overdraft if the monies held in the Account are insufficient to pay the total amount payable upon purchase of Securities as instructed. Any such overdrafts shall be deemed to be a loan made by the Bank to the Depositor payable promptly upon demand and bearing interest at Frost Bank's prime rate plus two percent per annum from the date incurred. Notwithstanding anything contained in this Agreement to the contrary, the Bank shall have no obligation to advance funds on behalf of the Depositor.

(c) The Bank shall have a lien on the Securities in the Account to secure payment of such fees and expenses, taxes, advances and other charges incurred under this Section 9. The Depositor agrees that the Bank's lien shall be a continuing lien and security interest in and on any Securities at any time held by or through it in accordance with this Agreement, for the benefit of the Depositor or in which the Depositor may have an interest which is then in the Bank's possession or control or in possession or control of any third party acting on the Bank's behalf. Upon failure by the Depositor to cure any overdraft amounts, or to reimburse the Bank for fees and expenses, taxes, advances and other charges, within 48 hours after the request for payment, the Bank may dispose of securities to the extent necessary to obtain reimbursement. The parties agree that upon Depositor's receipt of such request for payment, the Depositor shall not transfer or dispose of any securities except as agreed to by the parties until appropriate reimbursement is made. The Bank shall have all of the rights and remedies of a secured creditor under the Uniform Commercial Code as in effect in State of Texas from time to time with respect to the Securities.

(d) The Bank is hereby authorized to charge the Depositor's deposit account number _____ for all fees and charges incurred or assessed hereunder.

SECTION 10 INVESTMENT RESPONSIBILITY

Unless otherwise agreed in writing by the Depositor and the Bank, the Bank is under no duty to (i) advise the Depositor relative to the investment, purchase, retention, sale, or other disposition of any Securities held hereunder; (ii) supervise the Depositor's investments, purchases or sales; (iii) invest, or see to the investment of, any cash proceeds or other cash deposited hereunder and held by the Bank; or (iv) determine whether any investment or sale made for the account of Depositor is made in conformity with Depositor's requirements or understandings. The Bank's duties hereunder are strictly ministerial in nature and are limited to those duties expressly set forth in this Agreement. Nothing in this Agreement shall be construed to impose fiduciary responsibilities on the Bank.

SECTION 11 LIMITATION OF LIABILITY

The Bank undertakes to perform such duties and only such duties as are specifically set forth in this Agreement, it being expressly understood that there are no implied duties hereunder. In addition to other provisions of this Agreement, the Depositor agrees that the Bank (a) will be responsible only for the exercise of reasonable commercial standards of the banking business; (b) will not be liable for any loss or damage to the Securities when such loss or damage is due to any cause other than failure to exercise reasonable commercial standards, and in any event will not be liable for any decline in the market value of the Securities; (c) will not be considered an insurer against risk of loss, damage, destruction or decline in market value of the Securities; and (d) will not have liability to the Depositor with respect to the services rendered by the Bank pursuant to this Agreement until such time as the Securities are actually delivered to the Bank, it being understood and agreed that the Depositor bears the risk of loss with respect to shipment and delivery of the Securities to Bank. **IN NO EVENT SHALL THE BANK BE LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY (I) DAMAGES OR EXPENSES ARISING OUT OF THE SERVICES PROVIDED HEREUNDER OTHER THAN DAMAGES WHICH RESULT FROM BANK'S FAILURE TO ACT IN GOOD FAITH OR IN ACCORDANCE WITH THE REASONABLE COMMERCIAL STANDARDS OF THE BANKING BUSINESS OR (II) SPECIAL OR CONSEQUENTIAL DAMAGES, EVEN IF THE BANK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

In addition to any and all rights of reimbursement, indemnification, subrogation, or any other rights pursuant hereto or under law or equity, the Depositor hereby agrees, to the extent permitted by Texas law, to indemnify and hold harmless the Bank and its officers, directors, and agents (the "**indemnified parties**") from and against any and all claims, damages, losses, liabilities, reasonable costs, or reasonable expenses whatsoever (including attorneys' fees and court costs) which they may incur (or which may be claimed against them by any person or entity whatsoever) by reason of or in connection with (a) any untrue statement or alleged untrue statement of any material fact contained or incorporated by reference in the information supplied by the Depositor to the Bank or its nominee in connection with the performance of their duties under this Agreement or the related documents, or the omission or alleged omission to state in such information a material fact necessary to make such statements, in the light of circumstances under which they are or were made, not misleading; or (b) the execution and delivery of this Agreement. If any proceeding shall be brought or threatened against any indemnified party by reason of or in connection with the events described in clause (a) or (b), such indemnified party shall promptly notify the Depositor in writing and the Depositor shall assume the defense thereof, including the employment of counsel satisfactory to such indemnified party and the payment of all costs of litigation. Notwithstanding the preceding sentence, such indemnified party shall have the right to employ its own counsel and to determine its own defense of such action in any such case, but the fees and expenses of such counsel shall be at the expense of such indemnified party unless (i) the employment of such counsel shall have been authorized in writing by the Depositor or (ii) the Depositor, after due notice of the action, shall not have employed counsel to have charge of such defense, in either of which events the reasonable fees and expenses of counsel for such indemnified party shall be borne by the Depositor. The Depositor shall not be liable for any settlement of any such action effected without its consent. Nothing under this section is intended to limit the Depositor's payment obligations contained elsewhere in this Agreement. This section shall survive the termination of this Agreement.

**SECTION 12
BANK POWER OF ATTORNEY**

In addition to other rights granted to the Bank pursuant to the terms of this Agreement, the Bank is authorized and empowered in the name of and on behalf of the Depositor to execute any certificates of ownership or other instruments which are or may hereafter be required by any regulations of the United States or any state or political subdivision thereof, so that the Bank may fulfill its obligations hereunder as required in connection with any Securities.

**SECTION 13
AMENDMENTS**

Except as otherwise provided hereby, the parties may make amendments to this Agreement from time to time, provided that any such amendment shall be reduced to writing; *provided, however*, the Bank may, at any time, in its sole discretion amend any of the provisions of this Agreement upon thirty (30) days' prior written notice to the Depositor.

**SECTION 14
SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.

**SECTION 15
COMPLETENESS OF AGREEMENT**

This Agreement, along with a copy of the fee schedule attached hereto as Exhibit A, constitutes the full and complete agreement between the Bank and the Depositor, and no other understanding or agreement, whether written or oral shall bind either of the parties hereto. The headings of Sections of this Agreement are for convenience only and have no effect on a party's responsibilities or liabilities.

**SECTION 16
GOVERNING LAW**

This Agreement shall be governed by the applicable laws of the State of Texas without giving effect to the choice of law principals thereof. This agreement is performable in Bexar County, Texas and venue for all purposes incident to this agreement shall be in Bexar County, Texas. **THE PARTIES HEREBY WAIVE THE RIGHT TO TRIAL BY JURY OF ALL DISPUTES, CONTROVERSIES AND CLAIMS BY, BETWEEN OR AGAINST EITHER THE DEPOSITOR OR THE BANK.**

**SECTION 17
TERMINATION**

This Agreement may be terminated by either the Depositor or the Bank upon at least ten (10) days prior written notice to the other. However, upon request of Depositor, the Bank shall continue to operate as the holder of securities for the Depositor under the terms and conditions of this Agreement for a period of up to sixty (60) days while the Depositor engages another safekeeping entity. The Depositor shall have a period of thirty (30) days from the date of the last and final accounting provided by the Bank to make any objection or claim, and failure to do so within the thirty (30) day period shall be deemed by the parties hereto to constitute accord and satisfaction. As soon as practicable following termination of this Agreement, the Bank shall deliver all Securities to the Depositor in accordance with the Depositor's written instructions.

**SECTION 18
NOTICES**

Any notice to be given or to be served upon any party hereto in connection with this Agreement must be in writing and shall be deemed to have been given when personally delivered, when sent by facsimile with receipt confirmed, when delivered by a nationally recognized courier service, or three business days after deposited in the United States mail, first class postage prepaid, return receipt requested. Such notices shall be given to the parties hereto at the following addresses:

If to the Bank:

Frost Bank
P.O. Box 1600
San Antonio, Texas 78296
Attention: Custody Services Department
Facsimile No.: (210) 220 - 5986

If to the Depositor:

City of Leander
200 West Willis
Leander, TX 78641
Attention: Robert Powers
Facsimile No.: 512-528-2829

Any notices served by fax shall be deemed to have been given and received only when written confirmation of the receipt of such fax has been received by the sender. Any party hereto may, at any time by giving fifteen (15) days' written notice to the other party hereto, designate any other address in substitution of the foregoing address to which such notice shall be given.

**SECTION 19
MISCELLANEOUS**

(a) This Agreement may be executed in any number of counterparts; each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

(b) Whenever the context hereof shall so require the singular shall include the plural, the male gender shall include the female gender and the neuter, and vice versa.

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

[(d) The Addendum to Safekeeping Agreement attached hereto is incorporated herein and made a part hereof for all purposes.]

IN WITNESS WHEREOF, the parties thereto executed this Agreement as of the day and year first above-written.

BANK:

DEPOSITOR:

FROST BANK

CITY OF LEANDER

By: _____

By: _____

Name: Eileen Slater

Name: Robert Powers

Title: Sr. Vice President

Title: Finance Director

EXHIBIT A
TO
SAFEKEEPING AGREEMENT
Safekeeping Fees

	Effective June 6, 2003	
Account Maintenance	10.00	per Month per Account
Safekeeping Online	35.00	per Month/3 services
Per Item Charges		No charge basic service
Fixed Income Book Entry per receipt	0.60	
Equity Book Entry per receipt	1.50	
Physical per receipt	2.00	
Book Entry per \$10,000 of Par at Month End	0.010	per Month
Physical per \$10,000 of Par at Month End	0.10	per Month
Receipt Fees		
Security Receipt and Clearance Fees	On-Frost Transactions	Not On-Frost Transactions
FRB non-ABS/MBS	-	20.00
FRB ABS/MBS	-	25.00
Non-FRB non-ABS/MBS	-	30.00
Non-FRB ABS/MBS	-	35.00
Physical Items	-	75.00
Late Delivery Instructions	-	25.00
Change Delivery Instructions	-	25.00
Transactional Fees		
Interest Payment - credit to acct	1.00	
Principal Payment - credit to acct	8.00	
Called Bond Redemptions - credit to acct	10.00	
Maturities - credit to acct	10.00	
Wire Fee	11.00	
Cashier's Check	10.00	
Pledging		
Pledge	6.00	
Release	6.00	
Substitution	12.00	
Registrations and Re-Registrations	35.00	
Physical examination of Securites	25.00	Per Hour
Reorganizations - Tenders and Exchanges	35.00	
Treasury Auctions	50.00	
Account Verification Statements (free quarterly)	2.50	
Account Research	25.00	Per Hour
Indirect Inquiries for Lost or Stolen Securities:		
Semi-Annual Charge	25.00	
Inquiry	3.00	
Over the Counter Collections		
Coupons	20.00	per envelope
Bonds	20.00	per corpus + postage, insurance
Proxies/Annual Statements	3.00	
Special Handling Charge (manual intervention)	20.00	additional per transaction



Settlement & Processing Guide

Capital Markets

Effective May 1, 2003

SETTLEMENT	NOTIFICATION DEADLINES
CASH (SAME DAY) OR FREE OF PAYMENT	FAX copy of broker confirm no later than <u>11:00 am on settlement date</u> .
REGULAR WAY, NEXT DAY (T + 1)	FAX copy of broker confirm no later than <u>11:00 am on settlement date</u> .
SKIP DAY (T + 2)	FAX copy of broker confirm no later than <u>T + 1</u> .
ALL OTHERS (T + 3 OR GREATER)	FAX copy of broker confirm no later than <u>T + 3 or S - 3, whichever date is later</u> .

* TRADE INSTRUCTIONS RECEIVED PAST THE NOTIFICATION DEADLINE WILL BE ASSESSED A \$25 CHARGE AND PROCESSED ON A "BEST EFFORTS" BASIS.
 * TRADE INSTRUCTIONS MODIFIED FROM ORIGINAL INSTRUCTIONS WILL BE ASSESSED A \$25 CHARGE.

CATEGORY	FROST DELIVERY INSTRUCTIONS	SECURITY TYPES
FED ELIGIBLE SECURITIES	ABA: 114000093 FROST SA/1020 FAO: NAME/SAFEKEEPING ACCT#	Government Treasury & Agency Issues
DTC ELIGIBLE SECURITIES	DTC #901 AGENT ID #80901 INSTITUTION ID #26056 REF: FROST BANK ACCT #096285 FAO: NAME/SAFEKEEPING ACCT#	Municipals Corporate Debt Commercial Paper Equities
PHYSICAL DELIVERY	PLEASE CALL FROST BANK SAFEKEEPING TO DISCUSS SETTLEMENT: 210-220-4138	

Other Instructions

MUTUAL FUNDS	Call your Frost salesman no later than <u>3:00 pm</u> .
REPURCHASE AGREEMENTS	Call your Frost salesman no later than <u>1:00 pm</u> to initiate repurchase agreements. Call your Frost salesman no later than <u>10:00 am</u> to request changes to TFN repurchase agreements.
PLEDGES/RELEASES	FAX copy of pledge instructions no later than <u>3:00 pm</u> . - OR - FAX copy of pledgee releases no later than notification deadlines above for securities being withdrawn from safekeeping.
FED WIRE CASH	ABA 114000093 FROST BANK ACCT: Your deposit account FAO: NAME ** Please verify wire instructions with your Relationship Manager
TAX ID	74-0635455

Definitions

T	TRADE DATE	DATE THAT BUY/SELL IS ENTERED INTO WITH THE BROKER
S	SETTLEMENT DATE	DATE THAT SECURITY IS DELIVERED INTO OR OUT OF YOUR SAFEKEEPING ACCOUNT AND PAYMENT IS MADE.

RESOLUTION NO.

RESOLUTION DESIGNATING FROST BANK AS A DEPOSITORY FOR
THE SAFEKEEPING OF SECURITIES AND AUTHORIZING THE CITY
MANAGER TO EXECUTE THE NECESSARY AGREEMENTS

WHEREAS, on April 16, 2015, the City Council of the City of Leander, Texas designated Frost Bank as the City's bank depository, and

WHEREAS, the City desires that Frost Bank also be a depository of the safekeeping of securities.

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

Section 1. Frost Bank is hereby designated a depository of the City of Leander, Texas for the safekeeping of securities.

Section 2. The individuals listed below are hereby authorized in the name of, and on behalf of, the City of Leander to enter into a Safekeeping/Custody Services Agreement with Frost Bank upon such terms and conditions as may be agreed upon; to deposit securities with Frost Bank; to withdraw and otherwise deal with the same, all pursuant to the provisions of said agreement.

Kent Cagle, City Manager
Robert G. Powers, Finance Director

READ, PASSED, AND APPROVED this the ____ day of June, 2015.

City of Leander, Texas

Christopher Fielder, Mayor

ATTEST:

Debbie Haile, City Secretary

ATTACHMENT A
SAFEKEEPING AGREEMENT
GOVERNMENTAL ENTITY RIDER

This Agreement is an agreement between the Bank and **CITY OF LEANDER**. Accordingly, this Agreement is modified in accordance with the following provisions of this Attachment:

1. **No Indemnity.** Section 11 of the Safekeeping Agreement and any analogous provision of any Service Addendum or any other Bank Agreement, Schedule and Disclosure is hereby modified to remove therefrom any agreement by the Depositor to indemnify the Bank and its affiliates, directors, officers, employees and agents.

2. **Mandamus.** In addition to the other remedies specified in this Agreement, the Bank shall be entitled to a writ of mandamus upon any breach of this Agreement by the Depositor to the extent that is permitted by law.

3. **Representations.** The Depositor represents and warrants that, to the extent required by applicable law (including but not limited to any statute, ordinance or charter), (a) the execution, delivery and performance of this Agreement are in compliance with any competitive bidding requirement and (b) the payment to the Bank of all fees and other expenses properly chargeable to the Depositor under this Agreement have been authorized by all necessary action, including but not limited to the inclusion of such amounts in the approved budget of the Depositor.

4. **Payment Procedure.** If the Depositor is subject to Chapter 113 of the Texas Local Government Code, (a) the Depositor must check the following box (and if the Depositor fails to check such box, this Section shall be of no force or effect); (b) rather than charging a Deposit Account, the Bank shall provide the Depositor with invoices for all fees and other charges due to the Bank pursuant to the terms of this Agreement, and (c) the Depositor directs that such invoices should be sent to the following address and with the following reference (if indicated) for prompt handling and payment:

Reference:_____

The Depositor certifies that it is subject to Chapter 113 of the Texas Local Government Code.

5. **Execution.** The execution of this Attachment by the Depositor in the space provided below, and the affixing of the Depositor's seal as provided below, shall be the formal execution of this Agreement (including the Safekeeping Agreement and all Service Addenda executed and delivered concurrently herewith). The Depositor agrees that it will execute, seal and deliver all Service Addenda executed after the date hereof in compliance with all applicable law (including but not limited to statutes, ordinance and charter), and that this Attachment shall be deemed a part of each such subsequent Service Addendum.

IN WITNESS WHEREOF, the Bank and the Depositor have caused this Attachment to be executed by their respective duly authorized representatives.

FROST BANK

By: _____
Name: Eileen Slater
Title: Sr. Vice President

CITY OF LEANDER

By: _____
Name: Robert Powers
Title: Finance Director

ATTEST:

Name: _____
Title: _____

(SEAL)

ADDENDUM FOR "SAFEKEEPING ONLINE"

THIS ADDENDUM FOR "SAFEKEEPING ONLINE" (this "Addendum") is entered into as of the ____ day of _____, 2015, by and between **FROST BANK**, a Texas state bank (the "**Bank**") and **CITY OF LEANDER**, a **PUBLIC ENTITY** (the "**Depositor**").

WHEREAS, the Bank and the Depositor have executed a Safekeeping Agreement (Corporate – No Foreign Securities), as such agreement may have been amended from time to time (the "Safekeeping Agreement"), and such Safekeeping Agreement has not expired or been terminated by either party; and,

WHEREAS, the Bank and the Depositor desire to effect certain communications under the Safekeeping Agreement electronically rather than on paper or in documentary form by means of the Bank's "Safekeeping Online" service, upon the terms and conditions provided in this Addendum;

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Bank and the Depositor agree as follows:

SECTION 1 CAPITALIZED TERMS

All capitalized terms used in this Addendum which are not defined herein shall have the same meanings as set forth in the Safekeeping Agreement.

SECTION 2 ACCOUNT ACCESS AND DEPOSITOR COMMUNICATIONS

(a) The Depositor may utilize the Bank's Safekeeping Online web site on the Internet, at <https://portal.sungardn.com/044> (the "Website"), to access Account statements, billing statements, forms relating to the Account, and other information relating to the Account and the Securities, as well as certain communications and notices that may be provided by the Bank under the Safekeeping Agreement (collectively, "Account Access").

(b) In addition, the Depositor may utilize the Website to provide instructions and effect other communications regarding the Account and/or the Securities, to effect other communications under the Safekeeping Agreement (collectively, "Depositor Communications").

(c) Account Access and Depositor Communications under the Safekeeping Agreement may be effected online by an Authorized Representative. An Authorized Representative will be required to enter the Access Code (defined hereafter) plus their User ID (defined hereafter) to initiate Account Access or Depositor Communications.

SECTION 3 BANK COMMUNICATIONS

The Bank will utilize the Website to provide Account statements, billing statements, forms relating to the Account, and other information regarding the Account and/or the Securities, in lieu of on paper or in documentary form (collectively, "Account Information"). In addition, to the extent permitted by applicable law, the Bank may deliver all notices, disclosures, amendments or other communications under the Safekeeping Agreement to the Depositor by electronic mail ("e-mail") at the Depositor's e-mail address as provided to the Bank, or by a posting on the Website (collectively, "Bank Communications").

SECTION 4 E-MAIL

(a) The Depositor may send e-mail to the Bank and receive e-mail from the Bank. E-mail transmitted by the Depositor to the Bank may not be delivered to the Bank immediately. If the Depositor needs to contact the Bank immediately to report an unauthorized use of the Depositor's Access Code (defined hereafter) or a User ID (defined hereafter), to report unauthorized Account access, or for any other reason, the Depositor shall contact the Bank as instructed on the Website, by telephone at the telephone number of the Bank's Custody Services Department, or in person.

The Bank will not be responsible for acting on or responding to any e-mail request made until the Bank actually receives the Depositor's e-mail message and the Bank has a reasonable opportunity to act. The Depositor should check its e-mail regularly as the Bank may attempt to notify the Depositor by e-mail about the existence of new Account Information on the Website, or in the event of any technical difficulties or other occurrence that may affect the Bank's services under the Safekeeping Agreement or this Addendum.

(b) All e-mail communications in connection with the Safekeeping Agreement shall be sent to the applicable e-mail address indicated below.

If to the Bank:

custodyservices@frostbank.com

If To the Depositor:

rpowers@leandertx.gov

SECTION 5 AUTHORIZATIONS

(a) By providing the Bank the appropriate authorization form found at Schedule 1 to this Addendum (the "Authorization Form") containing the signature of any person authorized to sign the Safekeeping Agreement or this Addendum on behalf of the Depositor, the Depositor authorizes the individual(s) named therein as Authorized Persons to effect Account Access or Depositor Communications under this Addendum. The Bank will administer the granting of access to the Website by Authorized Persons pursuant to Section 6 hereof.

(b) THE DEPOSITOR AGREES THAT THE BANK WILL RELY ON THE MOST CURRENT AUTHORIZATION FORM SUPPLIED BY THE DEPOSITOR AND, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE BANK SHALL HAVE NO LIABILITY FOR UNAUTHORIZED ACCOUNT ACCESS OR DEPOSITOR COMMUNICATIONS EFFECTED BY THOSE INDIVIDUALS NAMED AS AUTHORIZED REPRESENTATIVES IN AUTHORIZATION FORMS. THE DEPOSITOR AGREES THAT IN THE EVENT THE DEPOSITOR DESIRES TO NAME ADDITIONAL AUTHORIZED REPRESENTATIVES OR REMOVE THE AUTHORITY OF AN EXISTING AUTHORIZED REPRESENTATIVE, THE DEPOSITOR MUST PROVIDE THE BANK WITH A NEWLY EXECUTED AUTHORIZATION FORM ADVISING THE BANK OF THE CHANGE IN AUTHORITY GRANTED.

(d) Delivery of Documents. The Depositor agrees to deliver, in a form and content satisfactory to the Bank, such additional executed, or as the case may be, certified, documents required by the Bank from time to time in order to continue to receive services under the Safekeeping Agreement or this Addendum, including Authorization Forms and implementation documents.

SECTION 6 SECURITY PROCEDURES

(a) The Bank and the Depositor will agree in writing from time to time to one or more security procedures ("Security Procedures") that must be used by the Bank and the Depositor in connection with this Addendum. Security Procedures offered by the Bank are described herein. The Depositor is responsible for the establishment and maintenance of procedures reasonably adapted to insure the confidentiality of Security Procedures. If the Depositor or its agents have reason to believe that any Security Procedure has or may have become known by unauthorized persons (whether or not employed by the Depositor), the Depositor shall immediately notify the Bank by telephone and confirm that oral notification in writing to the Bank within twenty-four (24) hours of the oral notification. The Bank will replace the Security Procedures in accordance with the Bank's standard security requirements. To the maximum extent permitted by applicable law, the Depositor will be solely liable for all Account Access and Depositor Communications effected before the Bank has received such notification and has had a reasonable opportunity to act on such notification. The Bank reserves the right to change any or all of the Security Procedures offered and/or used at any time by giving oral or written notice to the Depositor. The Depositor agrees that its effecting of Account Access or Depositor Communications after the Bank provides notice of such changes will be the Depositor's acceptance of the new Security Procedures. The Depositor

acknowledges that the purpose of Security Procedures is to verify the authorized nature of Account Access and the authenticity of Depositor Communications, not to detect errors in transmission or content.

(b) The Bank will assign the Depositor an access code (the "Access Code") to be used to initiate all Account Access and Depositor Communications hereunder. Furthermore, the Bank will issue individual identification numbers (the "User ID") to each person named by the Depositor as an Authorized Representative pursuant to an Authorization Form. Each Authorized Representative will be required to enter the Access Code plus their User ID to initiate Account Access or Depositor Communications online pursuant to this Addendum.

(c) The Access Code will be assigned to the Depositor upon execution of this Addendum and sent by e-mail to the individual authorized to sign this Addendum on behalf of the Depositor and who so signs this Addendum. The Depositor is responsible for providing Authorized Representatives with the Access Code.

(d) THE DEPOSITOR AGREES TO KEEP THE ACCESS CODE CONFIDENTIAL AND FOR USE ONLY AS PROVIDED FOR HEREIN. THE BANK STRONGLY RECOMMENDS THAT THE DEPOSITOR NOT DISCLOSE THE ACCESS CODE OR USER IDS TO ANY THIRD PARTIES NOT AUTHORIZED TO EFFECT ACCOUNT ACCESS OR DEPOSITOR COMMUNICATIONS PURSUANT TO THIS ADDENDUM. USE OF THE ACCESS CODE AND USER ID(S) BY THE DEPOSITOR OR BY ANY OTHER PERSON WITH THE AUTHORIZATION OF THE DEPOSITOR WILL BE CONSIDERED THE SAME AS THE DEPOSITOR'S WRITTEN SIGNATURE AUTHORIZING THE BANK TO COMPLETE ANY TRANSACTION OR REQUEST CONTAINED IN A DEPOSITOR COMMUNICATION. The Depositor agrees that any Account Access or Depositor Communication initiated by use of the Access Code and a User ID will be subject to and governed by this Addendum.

SECTION 7 EFFECTS OF COMMUNICATIONS

(a) To the extent permitted by applicable law, the parties agree that each Depositor Communication and Bank Communication will be binding and enforceable under the Safekeeping Agreement to the same extent as if it were delivered to the other party in writing by facsimile, courier service, regular mail or in person. The parties agree that a Depositor Communication submitted online with an Authorized Representative's User ID will be considered a "writing" or "in writing" and to have been "signed", as such terms are used under applicable law. Any computer printout of such Depositor Communication will be considered an "original" when maintained in the normal course of business and will be legally admissible as between the parties to the same extent and under the same conditions as other business records maintained in documentary form, including, without limitation, with regard to the business records exception to the hearsay rule, the best evidence rule, and the Statute of Frauds.

(b) The Bank will honor the Depositor's transactions and instructions contained in a Depositor Communication only when the Depositor has complied with this Addendum and the Safekeeping Agreement. The Bank will be under no obligation to complete any transaction or instruction that (i) is not in accordance with any condition requested by the Depositor and agreed to by the Bank, (ii) the Bank has reason to believe may not be authorized by the Depositor, (iii) the Bank has reason to believe may contain errors and/or inconsistent instructions, (iv) involves Securities or funds subject to a hold, dispute or legal process preventing their release or withdrawal, (v) violates, in the opinion of the Bank, any provision of any present or future risk control program of applicable regulators or any other applicable federal or state law, (vi) does not comply with any other requirement stated in this Addendum or the Safekeeping Agreement or any Bank policy, procedure or practice, and/or (vii) for the protection of the Bank or the Depositor, the Bank has reasonable cause not to honor.

(c) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE BANK WILL NOT BE LIABLE FOR ANY TRANSACTION OR INSTRUCTION, OR ANY LOSS ARISING THEREFROM, ERRONEOUSLY TRANSMITTED THROUGH A DEPOSITOR COMMUNICATION BY THE DEPOSITOR OR ANYONE AUTHORIZED BY THE DEPOSITOR HEREUNDER, OR CONTAINING AN ERROR IN CONTENT AS PROVIDED BY THE DEPOSITOR OR ANYONE AUTHORIZED BY THE DEPOSITOR HEREUNDER, REGARDLESS OF WHETHER THE BANK FOLLOWED THE SECURITY PROCEDURES AGREED UPON HEREIN.

SECTION 8 SOFTWARE REQUIREMENTS

(a) To effect Account Access or Depositor Communications online, the Depositor must own or have access to the following software (the “Computer”):

Software Requirements for PC:

- Internet Web Browsers
 - Microsoft Explorer 9.0 or later
 - Google Chrome version 40 or higher
 - Frames, JavaScript and Cookies should be enabled

(b) The Depositor understands that if a Computer is used that does not comply with these specifications, the security of the Depositor’s Account Access or Depositor Communications may be compromised. The Depositor further understands that installation, maintenance, and operation of the Depositor’s Computer is the Depositor’s responsibility. The Bank is not responsible for any errors or failures of the Depositor’s Computer, including but not limited to, any virus or Internet related problems that may be associated with the Depositor’s initiation or Account Access or Depositor Communications. The Bank reserves the right as encryption technology develops to impose further reasonable restrictions or requirements to maintain the appropriate level of security for the transactions contemplated hereunder and the Depositor agrees to abide by such restrictions or requirements or discontinue the services hereunder.

SECTION 9 PROPRIETARY PROPERTY

(a) The Depositor acknowledges and agrees that all trademarks, trade names, service marks, copyrights, programs, specifications, software, systems designs, applications, routines, techniques, enhancements, software codes, test keys, security devices, Security Procedures, documentation, manuals, ideas and formulas (collectively, referred to herein as the “Proprietary Property”) utilized or developed and provided by the Bank or Bank vendor in connection with this Addendum or the Safekeeping Agreement, whether online via the Website or otherwise, are proprietary property of the Bank or Bank vendor having great commercial value. The Depositor shall have no ownership interest in the Proprietary Property or other rights related thereto, and the Depositor agrees to keep the Proprietary Property confidential at all times.

(b) The Depositor may use the Proprietary Property only for the purposes for which it was provided by the Bank and shall notify the Bank immediately of any breach of this Section 9 of which it becomes aware.

(c) The Bank may require the Depositor to license specific software in order to effect Account Access or Depositor Communications hereunder. Unless agreed to the contrary between the parties at the time the use of the software is contracted for, upon termination of this Addendum and/or the Safekeeping Agreement, the Depositor agrees to immediately cease using any related Proprietary Property. Additionally, and unless contrary to prior agreement regarding the software, the Depositor agrees to erase any software comprising the Proprietary Property and relating to the Safekeeping Agreement or this Addendum to the extent such software is stored in the Depositor’s computers, and, at the request of the Bank, to return all copies of all items relating to the Proprietary Property which are in the possession of the Depositor. Alternatively, and at the Bank’s option, the Depositor will destroy all copies of all items relating to the Proprietary Property which are in the possession of the Depositor and, upon request from the Bank, provide written certification to the Bank that such destruction has occurred.

**SECTION 10
CONFIDENTIALITY**

The Depositor and the Bank each agree that all information concerning the other party or parties which comes into its possession in connection with the performance of the Safekeeping Agreement or this Addendum including, but not limited to, software licensed to the Depositor by the Bank, user guides, and Security Procedures including Access Codes and User IDs, will be maintained as confidential and shall not be used or divulged to any other party except as may be appropriate to enable the Bank to provide the services hereunder or as required by applicable law. Unless the Depositor objects in writing and notwithstanding the above, the Depositor agrees that the Bank may share any information concerning the Depositor's Account with any of the Bank's affiliates, subsidiaries, holding companies, service providers, and state or federal regulators. Notwithstanding the foregoing, the Bank agrees at all times to act in accordance with its stated Customer Privacy Policy, as amended from time to time, which is available at any branch office of the Bank and on the Bank's primary web site at www.frostbank.com.

**SECTION 11
DEPOSITOR RECORDS**

This Addendum will not relieve the Depositor of any obligation imposed by law, contract, or otherwise regarding the maintenance of records or from employing adequate audit, accounting and review practices. The Depositor shall retain and provide to the Bank upon request all information necessary to remake or reconstruct any Depositor Communication for at least ten (10) Business Days following receipt by the Bank of the Depositor Communication; provided, however, that the Bank's records, kept in the ordinary course of business, will be presumed to accurately reflect the contents of Depositor Communications and, in the absence of manifest error, will be binding and conclusive.

**SECTION 12
LIMITATION OF LIABILITY**

(a) THE DEPOSITOR ACKNOWLEDGES THAT NO EXPRESS OR IMPLIED WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IS MADE BY THE BANK WITH RESPECT TO ANY SERVICE HEREUNDER AND THE BANK HEREBY DISCLAIMS ALL SUCH WARRANTIES. To the fullest extent permitted by applicable law, and without limiting the generality of the foregoing, the Bank shall not be liable at any time to the Depositor or any other person or entity for loss, charge, fee, penalty, expense or other damage resulting from any failure or delay of the performance of the Bank's responsibilities under the Safekeeping Agreement or this Addendum which is caused or occasioned by any act or thing beyond the Bank's reasonable control, including, without limitation, legal restraint, interruption of transmission or communication facilities, equipment failure, electrical or computer failure, war, emergency conditions, acts of God, fire, storm, or other catastrophe, or inability to obtain or delay in obtaining Internet access, or refusal or delay by a service provider or another bank or financial institution. In addition, the Bank shall be excused from any failure or delay in executing a transaction or instruction in a Depositor Communication hereunder, if such execution would result in the violation of any applicable state or federal law, rule, regulation or guideline. To the fullest extent permitted by applicable law, the Depositor agrees that the Bank shall not have any liability whatsoever for any loss caused by the act, error, or omission of the Depositor or any other person, including, without limitation, any service provider or vendor, any Internet access service provider, or any transmission or communications facility. The Depositor understands and agrees that the fees charged for the performance of the services under this Addendum and the Safekeeping Agreement have been established in contemplation of these limitations on liability.

(b) The Depositor acknowledges that it is not possible for services provided by the Bank hereunder to be free of operator, program or equipment error, and that errors in processing and compiling Account data may occasionally occur, requiring adjustments. As such, the Depositor agrees to review and verify all results and to maintain adequate controls for insuring both the accuracy of data transmissions and the detection of errors. Unless otherwise required by law, the Bank's sole responsibility for reporting errors caused by it will be to reprocess information and statements for the applicable period in question and to submit corrected statements at its own expense to the Depositor.

(c) The limitations on liability in this Section 12 are supplemental to those set forth in Section 11 of the Safekeeping Agreement, which shall continue to remain in full force and effect.

**SECTION 13
FEES AND EXPENSES**

Depositor agrees to promptly pay upon receipt of an invoice from the Bank all fees and expenses owing for the services provided under this Addendum. The fees and expenses to be charged for such services are set forth on the fee schedule comprising Exhibit A to the Safekeeping Agreement. All such fees and expenses shall be subject to the provisions of Section 9 of the Safekeeping Agreement.

**SECTION 14
MISCELLANEOUS**

(a) This Addendum is for the benefit of the Depositor and the Bank and is not intended to grant, and shall not be construed as granting, any rights to or otherwise benefiting any other person, except as expressly otherwise provided for in this Addendum or the Safekeeping Agreement.

(b) This Addendum shall be governed by and construed in accordance with the laws of the State of Texas (without reference to its conflicts of law principles). In addition, any dispute arising from or related to the Depositor's Accounts with the Bank or the activities of the parties hereunder shall be governed by applicable federal laws and regulations and general commercial bank practices applicable to accounts such as the Accounts.

(c) Except as expressly modified hereby, the Safekeeping Agreement shall remain in full force and effect. In the event of any inconsistency between the terms of this Addendum and the terms of the Safekeeping Agreement, the terms of this Addendum shall govern and prevail.

(d) This Addendum and its Schedule 1, and the Safekeeping Agreement and its Exhibit A, constitute the entire agreement between the parties with respect to the subject matter hereof and thereof and supersedes all prior written or oral agreements, understandings and discussions of the parties with respect to such subject matter.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF LEANDER
"DEPOSITOR"

By: _____

Name: Robert Powers

Title: Finance Director

FROST BANK

By: _____

Name: Eileen Slater

Title: Sr. Vice President



Executive Summary

June 18, 2015

Agenda Subject: Authorize City Manager to Execute a Security Agreement with Frost Bank.

Background: On April 16, 2015, City Council approved Frost Bank as the City's designated bank depository. Since that time, staff has been working through the transition with Frost staff to establish the necessary accounts, permissions, etc. This security agreement outlines the terms and conditions regarding collateralization of the City's deposits in excess of the FDIC limit of \$250,000. Security for the collateral will be maintained by a third party, either the Federal Reserve or the Federal Home Loan Bank.

Origination: Robert G. Powers, Finance Director

Financial Consideration: n/a

Recommendation: Staff recommends approval

Attachments: Security Agreement

Prepared by: Robert G. Powers, Finance Director



SECURITY AGREEMENT

FROST BANK, (the "Bank"), for valuable consideration, the receipt and sufficiency of which is acknowledged, grants a security interest in and a pledge and assignment of (a) any and all Eligible Collateral (as defined below) from time to time held by The Federal Reserve Bank and/or Federal Home Loan Bank (the "Custodian"), identified on the Custodian's books as held for the account of the Depositor or jointly for the account of the Bank and the Depositor, together with (b) the products and proceeds of the foregoing and any substitutions or replacements thereof, whenever acquired and wherever located (the "Collateral") to **CITY OF LEANDER** (the "Depositor"), in order to secure the payment when due, of the Deposits (as defined below) pursuant to the depository agreement ("Depository Agreement") between the Bank and the Depositor, dated of even date with this security agreement (the "Agreement") :

1. Definitions. Except as otherwise expressly defined in this Agreement, all terms used herein which are defined in the Uniform Commercial Code as in effect from time to time in Texas (the "Code") have the same meaning as in the Code. All other terms capitalized but not defined herein or in the Code have the meanings assigned to them in the Depository Agreement.

"Account" shall mean the separate custodial account established with Custodian in the name of Bank and for the benefit and subject to the control of Depositor as secured party in accordance with this Agreement.

"Authorized Person" shall be any officer of Depositor or Bank, as the case may be, duly authorized to give Written Instructions on behalf of Depositor or Bank, respectively, such authorized persons for Depositor to be designated in a certificate substantially in the form of Exhibit B, attached hereto, as such exhibit may be amended from time to time, or as designated in such other forms as may be prescribed by the Bank.

"Book-Entry System" shall mean the Federal Reserve/Treasury Book Entry System for receiving and delivering U.S. Government Securities.

"Business Day" shall mean any day on which Custodian and Bank are open for business and on which the Book Entry System is open for business.

"Collateral Requirement" shall mean an amount of Securities with a Market Value equal to 102% of Uninsured Deposits; provided, however, to the extent that mortgage-backed securities (declining principal balance) are used as Eligible Collateral, "Collateral Requirement" shall mean an amount of Securities with a Market Value equal to 110% of Uninsured Deposits secured with such mortgage-backed securities.

"Deposits" shall mean all deposits by Depositor in Bank, including all accrued interest on such deposits, that are available for all uses generally permitted by Bank to Depositor for actually and finally collected funds under the Bank's account agreement or policies.

"Eligible Collateral" shall mean any Securities of the types enumerated in the Schedule of Eligible Collateral (which types are in compliance with the collateral policy adopted and approved by the governing body of Depositor) attached hereto as Exhibit A, as such exhibit may be amended from time to

time pursuant to a written amendment signed by each of the parties to this Agreement, and any Proceeds of such Securities.

"Market Value" shall mean: (i) with respect to any Security held in the Account, the market value of such Security as made available to Bank or Custodian by a generally recognized source selected by the Bank or the Custodian, plus, if not reflected in the market value, any accrued interest on such Security, or, if such source does not make available a market value, the market value shall be as determined by Custodian or the Bank in its sole discretion based on information furnished to Custodian or Bank by one or more brokers or dealers; and (ii) with respect to any cash held in the Account, the face amount of such cash.

"Proceeds" shall mean any principal or interest payments or other distributions made in connection with Eligible Collateral and anything acquired upon the sale, lease, license, exchange, or other disposition of Eligible Collateral.

"Security" or "Securities" shall include, without limitation, any security or securities held in the Book-Entry System; common stock and other equity securities; bonds, debentures and other debt securities; notes, mortgages, or other obligations; and any instruments representing rights to receive, purchase, or subscribe for the same, or representing any other rights or interests in such security or securities.

"Trust Receipt" shall mean evidence of receipt, identification, and recording, including a written or electronically transmitted advice or confirmation of transaction or statement of account. Each advice or confirmation of transaction shall identify the specific securities which are the subject of the transaction. If available, statements of account may be provided by the Bank or the Custodian at least once each month and when reasonably requested by the Depositor, and must identify all Eligible Collateral in the Account and its Market Value.

"Uninsured Deposits" shall mean that portion of the daily ledger balance (amount of funds plus the amount of any accrued interest on the funds) of Depositor's Deposits with Bank which exceeds the standard maximum deposit insurance amount ("SMDIA") of the Federal Deposit Insurance Corporation ("FDIC").

"Written Instructions" shall mean written communications actually received by Bank or Custodian from an Authorized Person or from a person reasonably believed by Bank or Custodian to be an Authorized Person by a computer, telex, telecopier, or any other system whereby the receiver of such communications is able to verify by codes or otherwise with a reasonable degree of certainty the identity of the sender of such communication.

2. Security Requirement.

- (a) The Bank, to secure the timely payment of Uninsured Deposits made by Depositor, has deposited with Custodian certain Securities as more fully described in the initial confirmation or Trust Receipt of such deposit delivered by Custodian to Bank and Depositor respectively. Pursuant to the Code, the Custodian shall act as a bailee or agent of the Depositor and, to the extent not inconsistent with such duties, shall hold Securities as a securities intermediary (as such term is defined in Chapter 8 of the Code) in accordance with the provisions of this Agreement, the Depository Agreement, and of any agreement entered into with the Custodian further governing the provision of Security by the Bank for Uninsured Deposits.

- (b) (i) To secure the timely payment of Uninsured Deposits made by Depositor with Bank, Bank agrees to deliver or cause to be delivered to Custodian for transfer to the Account, Eligible Collateral having a Market Value equal or greater than the Collateral Requirement.
- (ii) If the Market Value of such Eligible Collateral on any Business Day is less than the Collateral Requirement for such day, the Bank shall be required to deliver additional Eligible Collateral having a Market Value equal to or greater than such deficiency as soon as possible but no later than the close of business of Custodian on the Business Day on which Bank determined such deficiency. If on any Business Day, the aggregate Market Value of the Eligible Collateral provided pursuant to this Agreement exceeds the Collateral Requirement for such day, Custodian shall, at the direction of Bank and with the approval of the Authorized Person acting on behalf of the Depositor, transfer from the Account to or for the benefit of Bank, Eligible Collateral having a Market Value no greater than such excess amount.
- (iii) When additional Eligible Collateral is required to cover incremental Deposits, the Bank must receive the request for collateral one (1) Business Day prior to the Business Day the incremental Deposits are received, and the Bank shall be required to deliver additional Eligible Collateral having a Market Value equal to or greater than the deficiency on the Business Day the incremental Deposits are received.
- (c) For any changes made to the Eligible Collateral held in the Account due to releases, substitutions, or additions of Eligible Collateral, the Custodian shall update its records of the Account accordingly as soon as possible and promptly issue a Trust Receipt to the Depositor and the Bank.
- (d) The Bank shall be entitled to income on Securities held by the Custodian in the Account, and the Custodian may dispose of such income as directed by Bank without approval of the Depositor, to the extent such income is not needed to meet the Collateral Requirement.

3. Custody of Securities. The parties agree that all Securities held in the Account shall be treated as financial assets. For purposes of the Code, the security interest granted by Bank in the Eligible Collateral and Proceeds for the benefit of the Depositor is created, attaches, and is perfected for all purposes under Texas law from the time Custodian identifies the pledge of any Eligible Collateral or Proceeds to the Depositor and issues a Trust Receipt to the Depositor for such Eligible Collateral or Proceeds. The security interest of the Depositor in Securities and all Proceeds shall terminate upon the transfer of such Securities or Proceeds from the Account.

4. Delivery of Securities. Bank and Depositor agree that Securities and Proceeds delivered to or received by Custodian for deposit in the Account may be in the form of credits to the accounts of Custodian in the Book Entry System. Bank and Depositor authorize Custodian on a continuous and ongoing basis to deposit in the Book Entry System all Securities and Proceeds that may be deposited therein and to utilize the Book Entry System in connection with its performance under this Agreement. Securities and Proceeds credited to the Account and deposited in the Book Entry System will be represented in accounts that include only assets held by Custodian or its agent(s) for third parties, including but not limited to accounts in which assets are held in a fiduciary, agency, or representative capacity.

The Bank acknowledges that to the extent permitted by law, the records of the Bank and/or the

Custodian with respect to the pledge of Eligible Collateral as described in this Agreement: (a) may be inspected by the Depositor or by the Texas Comptroller of Public Accounts (the "Comptroller"), at any time during regular business hours of the Bank or the Custodian; (b) such records may be subject to audit or inspection at any time pursuant to Sections 2257.025 and 2257.061 of the Texas Government Code, as amended; and (c) reports must be filed by the Custodian with the Comptroller when requested by the Comptroller.

5. Collection of Securities. If Depositor certifies in writing to Custodian that (a) Bank is in default under any underlying pledge or security agreement between Depositor and Bank, including the Depository Agreement and (b) Depositor has satisfied any notice or other requirement to which Depositor is subject pursuant to the Depository Agreement, then Depositor may give Custodian and any appointed receiver Written Instructions to transfer the value of specific amounts and issues of Securities held in the Account and, if applicable, specific amounts of the Proceeds held in the Account which have not previously been released to Bank, up to the amount that Depositor has in its depository account with Bank as of the date the Bank default occurs, to designated accounts of Depositor and to cease releasing to an account of Bank any Proceeds reflecting the interest and principal on Securities in the Account as provided in Section 2(d).

6. Representation and Warranties.

(a) Representations of Bank. Bank represents and warrants, which representations and warranties shall be deemed to be continuing, that:

(i) the Board of Directors of the Bank has authorized the Bank to enter into this Agreement, and such authorization is reflected in the approving resolution of the Bank's Board of Directors and in the minutes of the meeting of the Board of Directors at which this Agreement was approved, and this Agreement has been legally and validly entered into and is enforceable against Bank in accordance with its terms;

(ii) this Agreement and the pledge of Eligible Collateral under this Agreement do not violate or contravene the terms of the Bank's charter documents, by-laws, or any agreement or instrument binding on the Bank or its property, or any statute or regulation applicable to the Bank;

(iii) the Bank has entered into this Agreement and the Depository Agreement (A) in the ordinary course of business, (B) in good faith and on an arm's-length basis with the Depositor, (C) not in contemplation of bankruptcy or insolvency, and (D) without intent to hinder, delay, or defraud the Bank's creditors;

(iv) a copy of each of (A) this Agreement, (B) the Depository Agreement, and (C) the resolution of the Board of Directors of the Bank approving this Agreement and the minutes of the meeting of the Board of Directors at which this Agreement was approved, have been placed (and will be continuously maintained) in the official records of the Bank;

(v) the Bank is sole legal and actual owner of the Securities or of beneficial interests in Securities deposited in the Account, free of all security interests or other encumbrances, except the security interest created by this Agreement;

(vi) this Agreement was executed by an officer of Bank who was authorized by the Bank's Board of Directors to do so;

(vii) the Bank is a bank or trust company duly authorized to do business in the State of Texas; and

(viii) all acts, conditions, and things required to exist, happen, or to be performed on its part precedent to and in the execution and delivery of this Agreement by it exist or have happened or have been performed.

(b) **Representations of Depositor.** Depositor represents and warrants, which representations and warranties shall be deemed to be continuing, that:

(i) this Agreement has been legally and validly entered into, has been approved by the Depositor's governing body, and does not and will not violate any statute or regulation applicable to it and is enforceable against Depositor in accordance with its terms;

(ii) the appointment of Custodian has been duly authorized by Depositor and this Agreement was executed by an officer of Depositor duly authorized to do so;

(iii) (A) all Securities identified on the Schedule of Eligible Collateral, attached hereto as Exhibit A, may be used to secure Depositor's Uninsured Deposits under applicable statutes and regulations, (B) the Collateral Requirement meets the requirements of such applicable statutes and regulations, (C) the governing board of Depositor has approved a collateral policy which authorizes all such Securities to be used as Eligible Collateral, and (D) such collateral policy complies with all applicable statutes and regulations;

(iv) it will not sell, transfer, assign, convey, pledge, or otherwise dispose in whole or in part its interests in or the rights with respect to any Securities deposited in the Account, or the Proceeds of such Securities, except as permitted in Section 5 of this Agreement;

(v) all acts, conditions, and things required to exist, happen, or to be performed on its part precedent to and in the execution and delivery of this Agreement exist or have happened or have been performed;

(vi) Depositor will comply with the terms of any other agreements it may have with the Bank in connection with this Agreement; and

(vii) In the event Depositor requests any financial services from the Bank other than depository services, the Depositor shall provide the Bank with a copy of the Depositor's current investment policy.

7. Continuing Agreement. This Agreement shall continue and remain in full force and effect and shall be binding upon the Bank and its successors and assigns until such time as (a) all Deposits have been paid in full to the Depositor or otherwise paid as instructed by the Depositor, and (b) the Depository Agreement is no longer in effect.

8. Rights and Remedies of the Depositor. The Depositor's rights and remedies with respect to the Collateral shall be those of a secured party under the Code and under any other applicable law, as the same may from time to time be in effect, in addition to those rights granted in this Agreement, in the

Depository Agreement, and in any other agreement in effect between the Bank and the Depositor. The Depositor agrees to provide the Bank and the Custodian with reasonable notice of the sale, disposition, or other intended action subject to the provisions of this Agreement in connection with the Collateral, whether required by the Code or otherwise.

9. Application of Proceeds by the Depositor. In the event the Depositor requests that the Custodian and receiver sell or otherwise dispose of the Collateral in the course of exercising the remedies provided for in Section 5 above and in the Depository Agreement, any amounts held, realized, or received by the Depositor pursuant to the provisions of this Agreement, including the proceeds of the sale, in whole or in part, of any of the Collateral, shall be applied by the Depositor first toward the payment of any costs and expenses incurred by the Depositor (a) in enforcing this Agreement, (b) in realizing on selling, disposing or protecting any Collateral and (c) in enforcing or collecting any Deposits, including attorneys' fees, and then toward payment of the Deposits in such order or manner as the Depositor may elect. Any Collateral remaining after such application and after payment to the Depositor of all the Deposits in full shall be paid or delivered to the Bank, its successors or assigns, or as a court of competent jurisdiction may direct.

10. Notices. Any communication, notice, or demand to be given under this Agreement shall be duly given when delivered in writing or sent by telex or facsimile to a party at its address indicated below.

If to the Depositor, at:

Kent Cagle
City Manager
City of Leander
200 W. Willis
Leander, TX 78641

If to the Bank, at:

Ms. D'Layna Thamm
Administrative Officer
Frost Bank
P. O. Box 1600
San Antonio, TX 78296

11. Miscellaneous.

- (a) Updating Certificate of Authorized Persons. Depositor agrees to furnish to Bank a new and updated "Certificate of Authorized Persons" substantially in the form of Exhibit B, attached hereto, or in similar form as Bank may require, within a reasonable amount of time after there are additions or deletions to list of Authorized Persons authorized to act on behalf of the Depositor.
- (b) Invalidity; Severability. If any clause or provision of this Agreement is for any reason held to be invalid, illegal or unenforceable, such holding shall not affect the validity, legality or enforceability of the remaining clauses or provisions of this Agreement.
- (c) Amendment. This Agreement may not be amended or modified in any manner except by written agreement executed by all of the parties.

- (d) Assignment and Binding Effect. The Depositor may not assign all or any part of its rights or obligations under the Agreement without the Bank's prior express written consent, which may be withheld in the Bank's sole discretion. The Bank may assign or delegate all or any part of its rights or obligations under the Agreement, including, without limitation, the performance of the services described herein. The Agreement will be binding on and inure to the benefit of the successors and permitted assigns of either party.
- (e) Governing Law; Venue. This Agreement shall be construed in accordance with the substantive laws of the State of Texas, without regard to conflicts of law principles thereof. Bank and Depositor hereby consent to the non-exclusive jurisdiction of a state or federal court situated in **Williamson** County, Texas, in connection with any dispute arising hereunder. Bank and Depositor hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection which it may now or hereafter have to the laying of venue of any such proceeding brought in such a court and any claim that such proceeding brought in such a court has been brought in an inconvenient forum. Bank and Depositor each hereby irrevocably waives any and all rights to trial by jury in any legal proceeding arising out of or relating to this Agreement.
- (f) Liability of the Parties. The Bank's and Depositor's duties and responsibilities to each other are limited as set forth in this Agreement, except with respect to any provisions of the law which cannot be varied or waived by agreement. **TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER BANK NOR DEPOSITOR WILL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE OR ANTICIPATED PROFITS) OR FOR ANY INDIRECT LOSS THAT THE OTHER PARTY MAY INCUR OR SUFFER IN CONNECTION WITH THE SERVICES PROVIDED HEREUNDER (EVEN IF SUCH PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES), INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES.**

IN WITNESS WHEREOF, the Bank and Depositor have caused this Agreement to be duly executed as of the _____ day of _____, 20_____.

FROST BANK

By _____
Name: Tom Frost III
Title: Senior Executive Vice President
Dated: _____

DEPOSITOR ACCEPTS AND AGREES

as of _____, 20_____

CITY OF LEANDER

By _____
Name: Kent Cagle
Title: City Manager

EXHIBIT A
Schedule of Eligible Collateral

Eligible Collateral

All funds on deposit under the provisions of this agreement shall be continuously secured in accordance with the Texas Public Funds Collateral Act, Chapter 2257 of the Texas Government Code.

The following securities are approved as collateral for **CITY OF LEANDER** funds:

1. United States Treasury Notes, Bills, Bonds or obligations fully and unconditionally guaranteed as to principal and interest by the full faith and credit of the United States.
2. Obligations of the Federal Home Loan Bank, Federal Home Loan Mortgage Corporation, or the Federal National Mortgage Association.
3. Obligations of the Government National Mortgage Association.
4. Any obligation of an approved government agency which is considered to be an asset-backed, mortgage-backed, or pooled security.
5. Direct obligations of this State or its agencies or instrumentalities.

**EXHIBIT B
 CERTIFICATE OF AUTHORIZED PERSONS
 (Depositor)**

The undersigned hereby certifies that he/she is the duly elected and acting _____ of _____ (the "Depositor"), and further certifies that the following officers or employees of Depositor have been duly authorized in conformity with the approval of the Depositor's governing body to deliver Written Instructions to the _____ ("Custodian") pursuant to the Security Agreement between Depositor and the Bank dated _____, and that the signatures appearing opposite their names are true and correct:

Name	Title	Signature

This certificate supersedes any certificate of authorized individuals you may currently have on file.

[corporate seal] _____
 Title:
 Date:



Executive Summary

June 18, 2015

Agenda Subject: Authorize the City Manager to execute a contract McCreary, Veselka, Bragg, and Allen, P.C., Round Rock, Texas (MVBA) for collection of delinquent municipal court fines and fees.

Background: The City's current collections contract with MVBA is expired and we have been operating on a month to month renewal under the same terms and conditions. This proposed agreement does not contain any substantive changes other than updating to account for any changes in state law since the current contract was approved. MVBA has been the City's collection agency for municipal court as far back as 2001 and also is the delinquent property tax collection agency for Williamson County which collects the City's taxes. Staff has an excellent working relationship with the firm and recommends renewal. As a footnote, recently the City and MVBA partnered to implement participation in TxDot's scofflaw program whereby TxDot notifies all 254 counties of drivers with outstanding warrants. Individual counties may then refuse to renew a vehicle registration until the warrant is cleared, or may simply notify the individual that he/she has an outstanding warrant from a particular jurisdiction. Recently, we have completed the file transmission testing with TxDot and are ready to go live.

Origination: Robert G. Powers, Finance Director

Financial Consideration: The collection fee is 30% of the amount collected and is a surcharge (pass through) applied to the outstanding warrant amount.

Recommendation: Staff recommends approval

Attachments: Contract

Prepared by: Robert G. Powers, Finance Director

**CONTRACT FOR COLLECTION
OF
DELINQUENT MUNICIPAL COURT FINES AND FEES**

STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

THIS CONTRACT is made and entered into by and between the **CITY OF LEANDER, TEXAS**, acting herein by and through its governing body, hereinafter styled, "**City**", and **McCREARY, VESELKA, BRAGG AND ALLEN, P.C.**, hereinafter styled "**MVBA**".

I.

The City agrees to retain and does hereby retain MVBA to provide legal services related to the enforcement of the collection of delinquent municipal court fines, fees, court costs, restitution, debts and accounts receivable and other amounts in accordance with Article 103.0031, Texas Code of Criminal Procedure (hereinafter referred to in the agreement as "Fines and Fees").

II.

For purposes of this contract all Fines and Fees shall be referred to MVBA when determined to be delinquent as provided for in Article 103.0031, Code of Criminal Procedure.

At least once each month on a date or dates agreed upon by the parties, the City will provide MVBA with copies of, or access to, the information and documentation necessary to collect the Fines and Fees that are subject to this contract. The City shall furnish the information to MVBA by electronic transmission or magnetic medium.

III.

MVBA shall forward to the City all cashier's checks or money orders received by MVBA made payable to the City and any correspondence from defendants. Cashier's checks or money orders received by MVBA which are made payable to MVBA will be deposited daily into the MVBA Trust Account. MVBA may collect the amount due from the defendant by credit card or electronic draft which funds shall be deposited into the MVBA Trust Account. MVBA shall remit to the City, at least once a week, all funds deposited into the MVBA Trust Account, along with an invoice detailing the docket number, name of defendant, amount paid by the defendant to MVBA or directly to the City and the MVBA fee percentage and fees earned for each case. The remittance from MVBA to the City shall include the fees earned by MVBA on the fines and fees collected. The City shall be responsible for the posting to the records of the City the payment of all fines and fees collected pursuant to this contract.

IV.

MVBA shall indemnify and hold the City harmless from and against all liabilities, losses and/or costs arising from claims for damages, or suits for losses or damages, including reasonable costs and attorney's fees, which may arise as a result of MVBA's performance of the services described in this Contract. The indemnity provision of this Contract shall have no application to any claim or demand which results from the sole negligence or fault of the City, its officers, agents, employees or contractors. And furthermore, in the event of joint and/or shared negligence or fault of the City and MVBA, responsibility and indemnity, if any, shall be apportioned in accordance with Texas law and without waiving any defenses of either party. The provisions of this paragraph are intended for the sole benefit of the parties hereto and are not intended to create or grant any right, contractual or otherwise, to any other persons or entities.

V.

For the collection of Fines and Fees, the City agrees to pay to MVBA, as compensation for the legal services rendered the following fees:

1. For those Fines and Fees imposed against Unadjudicated Offenses that occurred before June 18, 2003, there is no fee due (0%) MVBA on the amount collected by the Court on those cases.
2. For those Fines and Fees imposed against Adjudicated Offenses regardless of the date of the offense, and against Unadjudicated Offenses that occurred on or after June 18, 2003, a fee of thirty percent (30%) of the amount of the Fines and Fees collected by the Court as provided by Article 103.0031 of the Code of Criminal Procedure.
3. In the event any case is disposed of by acquittal or dismissal, or if the fine, costs and/or fees are discharged through performance of community service, credit for jail time served, the discretionary removal of a collection fee by the Court or pursuant to §45.0491 of the Code of Criminal Procedure, no compensation shall be paid to MVBA by the City.

All compensation due to MVBA shall become the property of MVBA at the time of payment of the Fines and Fees by the defendant. The City shall pay to MVBA said compensation on a monthly basis by check.

VI.

MVBA reserves the right to return to the City all accounts not collected within one (1) year of referral by the City, or identified as being in bankruptcy. Upon return of these accounts, neither party will have any obligation to the other party to this contract.

VII.

The initial term of this contract is one year, beginning on the ____ day of _____, 2015, and shall automatically renew on the anniversary date and continue in full force and effect thereafter from year to year for additional twelve month periods on the same terms and conditions up to a maximum of five years from initial date of execution unless either party delivers written "Notice of Termination of Contract" to the other party of its intent to terminate this contract at least ninety (90) days prior to intended termination date.

VIII.

For purposes of sending notice under the term of this contract, all notices from the City shall be sent to MVBA by certified United States mail to the following address:

McCreary, Veselka, Bragg & Allen, P.C.
Attention: Harvey M. Allen
P.O. Box 1310
Round Rock, Texas 78680-1310

or delivered by hand or by courier, and addressed to: 700 Jeffrey Way, Suite 100, Round Rock, Texas 78664-2425. All notices to the City shall be sent by certified United States mail or delivered by hand or courier, to the following address:

City of Leander, Texas
Attention: City Manager
200 Willis St.
Leander, Texas 78641

IX.

This contract is made and is to be interpreted under the laws of the State of Texas.

In the event that any provision(s) of this contract shall for any reason be held invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability of that provision(s) shall not affect any other provision(s) of this contract, and it shall further be construed as if the invalid or unenforceable provision(s) had never been a part of this contract.

X.

In consideration of the terms and compensation herein stated, MVBA hereby agrees to undertake performance of said contract as set forth above.

The City has authorized by order heretofore passed and duly recorded in its minutes the chief executive officer to execute this contract.

This contract may be executed in any number of counterparts, and each counterpart shall be deemed an original for all purposes. Signed facsimiles shall be binding and enforceable.

WITNESS the signatures of all parties hereto this, the ____ day of _____, A.D. 2015.

CITY OF LEANDER, TEXAS

_____,
City Manager

McCREARY, VESELKA, BRAGG & ALLEN, P.C.

Harvey M. Allen
Attorney at Law



Executive Summary

June 18, 2015

Agenda Subject: Authorize the City Manager to execute a contract Mcreary, Veselka, Bragg, and Allen, P.C., Round Rock, Texas (MVBA) for collection of delinquent account receivables.

Background: In 2011, the City began using MVBA to collect delinquent account receivables for the Utility Billing department. Staff has an excellent relationship with the firm and recommends approval of the new contract. MVBA is proposing to reduce their collection fee from 30% to 20% on amounts actually collected.

Origination: Robert G. Powers, Finance Director

Financial Consideration: The collection fee is 20% of the amount collected and is included in the Utility Billing budget (20-01-5652)

Recommendation: Staff recommends approval

Attachments: Contract

Prepared by: Robert G. Powers, Finance Director

**CONTRACT FOR THE COLLECTION
OF
DELINQUENT ACCOUNTS RECEIVABLE**

STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

THIS CONTRACT is made and entered into by and between the **CITY OF LEANDER, TEXAS**, acting herein by and through its governing body, hereinafter styled, "**City**", and **MVBA, LLC dba McCREARY, VESELKA, BRAGG AND ALLEN, LLC**, hereinafter styled "**MVBA**".

I.

The City agrees to retain and does hereby retain MVBA to provide services related to the collection of delinquent accounts receivable, including but not limited to delinquent utility bills; emergency medical services; and the cost incurred by the City or authorized by the City Code to be imposed by the City to bring any property into compliance with the City Code including, assessments for the mowing of vacant lots, removal of trash and debris from vacant lots, demolition of substandard structures and abatement of other nuisances by the City ("Delinquent Accounts Receivable").

II.

For purposes of this contract Delinquent Accounts Receivable shall be considered delinquent and referred to MVBA when not timely paid in accordance with any applicable contract, ordinance or statute providing for the payment of the underlying debt.

At least once each month on a date or dates agreed upon by the parties, the City will provide MVBA with copies of, or access to, the information and documentation necessary to collect the Delinquent Accounts Receivable that are subject to this contract. The City shall furnish the information to MVBA by electronic transmission, magnetic medium or copies of physical records.

III.

MVBA shall forward to the City copies of any correspondence regarding a disputed debt received from a debtor and the request for verification of the debt. The City will provide to MVBA within ten (10) days of the receipt for the request for verification of the debt, copies of all records which will verify the debt which in turn will be forwarded to the debtor by MVBA. All collection activity will be suspended on any disputed debt until the appropriate verification of the debt is delivered to the debtor.

IV.

Upon advance consultation and agreement by both parties hereto, MVBA may institute civil legal proceedings, including seeking writs of execution to collect Delinquent Accounts Receivable. The City shall pay in advance of the initiation of any writ of execution or collection lawsuit any filing fees charged by the Court or Clerk of the Court in which the writ of execution is to be issued or the collection lawsuit is to be filed including the costs for service of citation. MVBA may also, after advance consultation and agreement by both parties, file proofs of claims in the United States Bankruptcy Court on behalf of the City.

V.

MVBA shall forward all cashier checks or money order payments made payable to the City and any correspondence from debtor directly to the City. Cashier checks or money order payments made payable to MVBA will be deposited daily into the MVBA Trust Account. MVBA may also collect the amount due from the debtor by credit card or electronic draft which is deposited directly into the MVBA Trust Account. MVBA may set up payment arrangements and accept partial payments on any delinquent accounts receivable. MVBA shall remit to the City all payments received into the MVBA Trust Account at least once a week along with an invoice detailing the account number, name of debtor, amount paid to MVBA or City, MVBA fee percentage and fees earned for each account.

VI.

MVBA shall indemnify and hold the City harmless from and against all liabilities, losses and/or costs arising from claims for damages, or suits for losses or damages, including reasonable costs and attorney's fees, which may arise as a result of MVBA's performance of the services described in this Contract. The indemnity provision of this Contract shall have no application to any claim or demand which results from the sole negligence or fault of the City, its officers, agents, employees or contractors. And furthermore, in the event of joint and/or shared negligence or fault of the City and MVBA, responsibility and indemnity, if any, shall be apportioned in accordance with Texas law and without waiving any defenses of either party. The provisions of this paragraph are intended for the sole benefit of the parties hereto and are not intended to create or grant any right, contractual or otherwise, to any other persons or entities.

VII.

For the collection of Delinquent Accounts Receivable in which the data files are transmitted to MVBA by electronic media, the City agrees to pay to MVBA as compensation for services provided, pursuant to this contract, a fee of twenty percent (20%) of the amount of the Delinquent Accounts Receivable collected.

All compensation shall become the property of MVBA at the time of payment. The City shall pay to MVBA said compensation on a monthly basis by check.

VIII.

MVBA reserves the right to return to the City all accounts not collected within one (1) year of referral by the City, or identified as being in bankruptcy. Upon return of these accounts, neither party will have any obligation to the other party to this contract.

IX.

The initial term of this contract is one year, beginning on the ____ day of _____, 2015, and shall automatically renew on the anniversary date and continue in full force and effect thereafter from year to year for additional twelve month periods on the same terms and conditions up to a maximum of five years from initial date of execution unless either party delivers written "Notice of Termination of Contract" to the other party of its intent to terminate this contract at least ninety (90) days prior to intended termination date.

For purposes of sending notice under the term of this contract, all notices from the City shall be sent to MVBA by certified United States mail to the following address:

McCreary, Veselka, Bragg & Allen, LLC.
Attention: Harvey M. Allen
P.O. Box 1310
Round Rock, Texas 78680-1310

or delivered by hand or by courier, and addressed to: 700 Jeffrey Way, Suite 100, Round Rock, Texas 78664-2425. All notices to the City shall be sent by certified United States mail or delivered by hand or courier to the following address:

City of Leander, Texas
Attention: City Manager
200 Willis St.
Leander, Texas 78641

XI.

This contract is made and is to be interpreted under the laws of the State of Texas.

In the event that any provision(s) of this contract shall for any reason be held invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability of that provision(s) shall not affect any other provision(s) of this contract, and it shall further be construed as if the invalid or unenforceable provision(s) had never been a part of this contract.

XII.

In consideration of the terms and compensation herein stated, MVBA hereby agrees to undertake performance of said contract as set forth above.

The City has authorized by order heretofore passed and duly recorded in its minutes the chief executive officer to execute this contract.

This contract may be executed in any number of counterparts, and each counterpart shall be deemed an original for all purposes. Signed facsimiles shall be binding and enforceable.

WITNESS the signatures of all parties hereto this, the ____ day of _____, A.D. 2015.

CITY OF LEANDER, TEXAS

_____,
City Manager

MVBA, LLC dba McCREARY, VESELKA, BRAGG & ALLEN, LLC

Harvey M. Allen
Manager



Executive Summary

June 18, 2015

Agenda Subject: Resolution authorizing an agreement with Williamson County for assessment collection services.

Background: On October 16, 2014, the City Council approved creation of the Oak Creek Public Improvement District, authorized the sale of PID bonds, and adopted the Service & Assessment Plan by which individual lots with the development will be assessed to pay the debt service associated with those bonds. Prior to creation of the PID, staff held discussions with the Williamson County Tax Assessor/Collector's office regarding their ability and willingness to include the annual PID assessment billing on the property tax statements each year and collect those assessments in the same manner as they do for property taxes. This resolution and the accompany contract would allow this happen.

Origination: Robert G. Powers, Finance Director

Financial Consideration: The 2015 per parcel fee is \$0.24

Recommendation: Staff recommends approval

Attachments: Resolution; Contract

Prepared by: Robert G. Powers, Finance Director

RESOLUTION NO. _____

**AUTHORIZING AGREEMENT WITH THE COUNTY OF WILLIAMSON
FOR ASSESSMENT COLLECTION SERVICES**

WHEREAS, the City of Leander desires to levy an assessment in each fiscal year within the Oak Creek Public Improvement District located in Leander, Williamson County, Texas (the “Oak Creek PID”), in accordance with the service and assessment plan and the ordinance levying assessments for the Oak Creek PID; and

WHEREAS, The County of Williamson, Texas, provides assessment collection services; and

WHEREAS, the City of Leander finds it to be in the public interest to authorize a contract with The County of Williamson, Texas for collection of PID assessments;

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

The Mayor of the City of Leander is hereby authorized and directed to enter into an Assessment Collection Services Agreement with The County of Williamson, Texas, in the form and according to the terms in the attached Exhibit A.

The foregoing resolution was moved and seconded and finally adopted by majority vote at a regular meeting of the City Council of the City of Leander, Texas on the _____ day of _____, 2015.

City of Leander, Texas

Christopher Fielder, Mayor

ATTEST:

Debbie Haile, City Secretary

RESOLUTION NO. _____

AUTHORIZING CONTRACT FOR COLLECTION OF ASSESSMENT TAXES

WHEREAS, the County of Williamson performs assessment collection for taxing entities of Williamson County; and

WHEREAS, the Commissioners Court of the County of Williamson finds it to be in the public interest to enter into a contract with the City of Leander for the collection of assessments levied within the Oak Creek Public Improvement District located in Leander, Williamson County, Texas (the "Oak Creek PID");

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF THE COUNTY OF WILLIAMSON THAT:

The County Judge and Tax Assessor-Collector are hereby authorized and directed to enter into a contract with the City of Leander in the form attached hereto as Exhibit A for the collection of assessment taxes.

The foregoing resolution was moved and seconded and adopted by majority vote at a meeting of the Commissioners Court of the County of Williamson on the _____ day of _____, 20__.

Dan A. Gattis, County Judge
County of Williamson

ATTEST:

Nancy Rister
Williamson County Clerk

THE STATE OF TEXAS § ASSESSMENT COLLECTION AGREEMENT
§ FOR THE OAK CREEK PUBLIC
COUNTY OF WILLIAMSON § IMPROVEMENT DISTRICT

WHEREAS, the City of Leander, a Texas home rule municipality, and the County of Williamson, Texas, have the power and authority with reference to the terms of TEX. GOVT. CODE ANN. §§ 791.001 et seq., and TEX. PROP. TAX CODE ANN. §§ 6.21 et seq., as amended, to authorize the County of Williamson, Texas, through its duly elected Tax Assessor-Collector to act as the Tax Collector for the above named Jurisdiction for those properties within Williamson County.

NOW, THEREFORE, for the consideration hereinafter expressed and the mutual condition hereof, it is mutually agreed by and between the City of Leander, a Texas home rule municipality duly organized and existing under the laws of the State of Texas, hereinafter referred to as the Jurisdiction, and the County of Williamson, Texas, hereinafter referred to as the County, as follows:

1. A. Under the provisions of TEX. GOVT. CODE ANN. §§ 791.001 et seq., and TEX. PROP. TAX CODE ANN. §§ 6.21 et seq., as amended, the County, through its Tax Assessor-Collector, shall serve as Tax Collector for the Jurisdiction for PID assessment collection purposes for those properties within within the Oak Creek Public Improvement District located within Leander, Williamson County, Texas (the “Oak Creek PID”) only in the year this document is executed and subsequent years pursuant to the terms herein provided. The County agrees to perform for the Jurisdiction all necessary duties authorized, and the Jurisdiction does hereby expressly authorize the County, through its Tax Assessor-Collector, to do and perform all acts necessary and proper to collect assessments which are levied by the Jurisdiction within the Oak Creek PID.

B. The Jurisdiction agrees to provide annually and upon request information pertaining to the properties, CAD quick ref IDs, legal descriptions, situs address, owner names, current year assessment, total assessment and remaining assessment balance in a format determined by the County.

2. A. The County agrees to prepare and mail all tax statements, provide monthly collection reports to the Jurisdiction, prepare tax certificates, develop and maintain both current and delinquent tax rolls for the Jurisdiction, meet the requirements of the Property Tax Code and Local Government Code, as amended, and to develop and maintain such other records and forms as are necessary or required by law or state rules and regulations related to the collection of the assessment levied by the Jurisdiction.

The County undertakes and agrees to make available to the Jurisdiction full information about the assessment collection operation of the County, and to promptly furnish written reports reasonably necessary to keep the Jurisdiction advised of all financial information affecting the Jurisdiction.

B. The Jurisdiction authorizes the County to approve on behalf of the Jurisdiction all refunds pursuant to TEX. PROP. TAX CODE ANN. § 31.11. Refunds may be made from assessment collections otherwise due to the Jurisdiction, or, if there are not sufficient current collections to make the refund, the Jurisdiction shall, at the request of the Tax Assessor-Collector, promptly return to the County sufficient money to pay the refund. The County shall report to the Jurisdiction all refunds made on behalf of the Jurisdiction.

Likewise, in the event that an assessment payment is made by check or other medium that is later dishonored, the County shall withhold the dishonored amount previously distributed to the Jurisdiction from assessment collection otherwise due to be distributed to the Jurisdiction. If there is not sufficient current collection to amount to the revenue lost due to the dishonored instrument, the Jurisdiction shall promptly refund to the County sufficient sums upon request by the Tax Assessor-Collector.

C. To enable the County to effectively serve all the taxing units which contract with the County for the collection of taxes, **the Jurisdiction must provide assessment information not later than September 1 or as soon thereafter as practicable.** In the absence of this requirement being met, the Jurisdiction shall bear all expenses of the County and its agents of expenditures made by such for the purpose of sending the tax statements in a separate notice or billing. By executing this Agreement, the Jurisdiction does accept such provisions and expressly agrees to meet solely any and all expenses that might be incurred as a result of not timely communicating to the County its assessment rate and any and all collateral or related information or documentation to allow the County to meet its required obligations and duties to all other parties on whose behalf it also collects tax funds.

3. The Jurisdiction hereby agrees and expressly authorizes the County to contract on the Jurisdiction's behalf with private legal counsel for the collection of delinquent property assessments. The Jurisdiction further agrees that such fee, as is allowed by law and provided in the contract with private legal counsel, will be paid from the penalty and interest collected for Jurisdiction by such private legal counsel.

4. For each tax year, the Jurisdiction shall pay to the County for collection services an amount or amounts per each real property parcel of taxable property, or account. The number of accounts assessed by the Jurisdiction and amounts to be assessed shall be determined by the Jurisdiction or agents thereof. The Tax Assessor-Collector shall notify the Jurisdiction of the charge per parcel on or about March 1. If no notice of charges per parcel is given by the Tax Assessor-Collector, charges per parcel for the prior year shall remain effective. The fee shall be payable in a lump sum annually by December 31 and may be withheld by the Tax Assessor-Collector from the distribution otherwise due the Jurisdiction.

5. The County shall cooperate with, and respond to the inquiries of, any independent certified public accountants employed by the Jurisdiction to conduct an annual financial audit of the Jurisdiction as such inquiries are related to the collection of assessments as provided for by this contract.

6. The County agrees to obtain a surety bond for the County's Tax Assessor-Collector to assure proper performance of the assessment collecting function provided in this contract. Such bond shall be payable to the County in the sum of \$100,000.00 unless state statutes require a larger sum and shall be executed by a solvent surety company.

7. The County agrees to make payments of assessments collected into such depositories as are selected by the Jurisdiction. Such payments shall be made every day on which both the County's tax office and Jurisdiction's depository are open for business.

8. This contract shall continue until terminated by the parties. Either party may terminate this contract by giving written notice of its intent to the other party on or before April 1, to be effective

the following July 1 of the same calendar year. Upon such a termination, the Jurisdiction shall assume all its assessment collection responsibilities for all tax years.

9. If this contract should terminate for any reason, including but not limited to termination because of agreement of both parties and termination by judicial decree, the assessment records shall be returned to Jurisdiction.

10. This agreement supercedes any and all agreements and contracts by and between the Jurisdiction and Williamson County relative to the collection of assessments.

11. This contract is to be interpreted under the laws of the State of Texas. Venue for any litigation arising regarding this contract shall lie in Williamson County, Texas.

IN WITNESS WHEREFORE, these presents are executed by authority of the governing bodies of the respective parties hereto.

Executed _____, 2015.

COUNTY OF WILLIAMSON

Dan A. Gattis, County Judge
County of Williamson

Deborah M. Hunt, Tax Assessor-Collector,
County of Williamson

JURISDICTION

Christopher Fielder, Mayor

ATTEST

Debbie Haile, City Secretary



Executive Summary

June 18, 2015

Council Agenda Subject: Water Supply Update and Consideration of implementing a Twice-a-Week Outdoor Watering Schedule

Background: The City of Leander is currently following a Once-a-Week (Stage 3) outdoor watering schedule and has been since March 1, 2014. The recent rains in the Lower Colorado River watershed have significantly increased the combined water supply in Lakes Travis and Buchanan from 767,185 acre-feet on May 1st to 1,304,542 acre-feet of combined storage on June 1st. A 537,357 acre-feet increase to 64% full for both lakes. The attached presentation provides additional information regarding water supply and outdoor watering schedules.

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

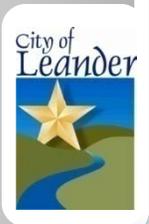
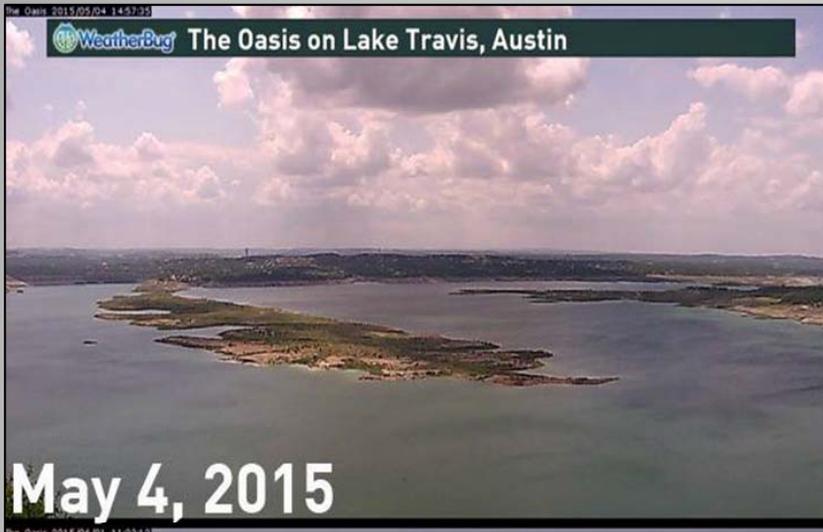
Financial Consideration: Negligible

Recommendation: Staff recommends implementing a Twice-a-Week outdoor watering schedule (Stage 2) in accordance with the Drought Contingency Plan and requests Council's approval.

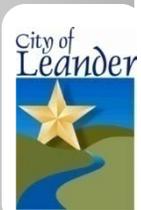
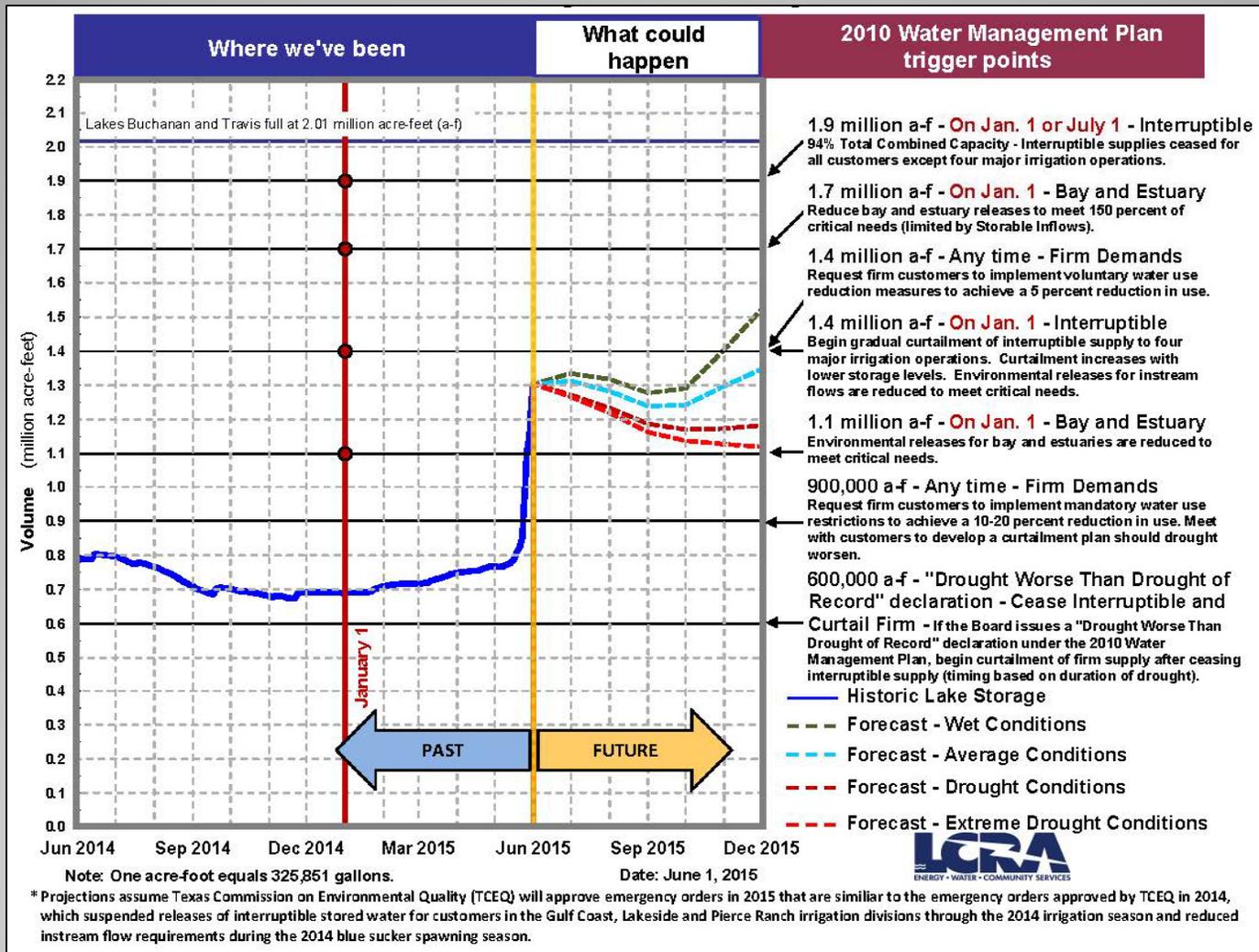
Attachments: Water Supply Update

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

HIGHLAND LAKES WATER SUPPLY UPDATE



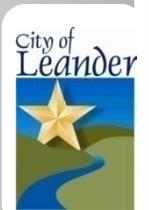
HIGHLAND LAKES STORAGE*



LOWEST COMBINED STORAGE OF LAKES BUCHANAN & TRAVIS ON JUNE 1ST

LAKES TRAVIS & BUCHANAN

Year	Combined Storage
1. 2014	786,082 acre-feet
2. 2013	790,590
3. 1952	874,443
4. 1951	931,839
5. 1964	941,782
6. 1948	970,849
7. 2012	1,028,446
8. 1963	1,183,177
9. 2009	1,207,836
10. 2011	1,280,389
11. 2015	1,304,556

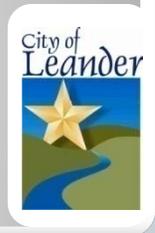


OUTDOOR WATERING SCHEDULE

DESIGNATED DAYS

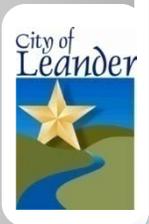
- Twice-a-week (Stage 2)
 - Odd-numbered Residential Addresses on Wednesdays and Saturdays
 - Even-numbered Residential Address on Thursdays and Sundays
 - Commercial, Institutional & Multi-family on Tuesdays and Fridays
 - (No Watering on Mondays)

- Once-a-week (Stage 3): Residential on Wed. & Thurs. Commercial on Tuesdays (currently in effect)



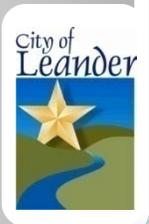
OUTDOOR WATERING SCHEDULE DESIGNATED TIMES

- Midnight to 10:00 a.m.
- 7:00 p.m. to midnight



OTHER ALLOWED ACTIVITIES

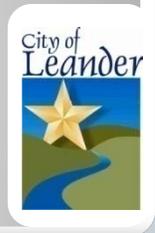
- Car Washing – Allowed during designated hours and watering days.
- Existing Swimming Pools – Refill or top-off on designated watering days.
- Hand-held watering with a hose or bucket allowed at any time.
- New Swimming Pools – Fill after completion in accordance with contractor's requirements. Recommendations.
- New Landscapes – Granted a 30-day variance to water outside of schedule.



LCRA GUIDANCE ISSUED

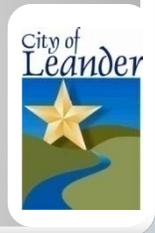
JUNE 4, 2015

- The LCRA requirement that firm customers impose restrictions limiting outdoor watering to no more than once a week is no longer in effect.
- Because of the widespread rainfall, customers' demands are not expected to increase significantly.
- Combined storage is below 1.4 million acre-feet, firm customers are being requested to implement the applicable drought response measures in their drought contingency plans.



QUESTIONS & VARIANCE REQUESTS

- Call the Leander Public Works Department at (512) 259-2640, Normal business hours are 7:00 a.m. to 4:00 p.m.
- City of Leander website: www.leandertx.gov
- Variances – please submit a request by email to jfisher@leandertx.gov
- Ordinance: <http://z2codes.franklinlegal.net>
Article 13.09: Water Conservation & Drought Contingency Plan.





Executive Summary

June 18, 2015

Council Agenda Subject: Consider Action Relating to the Pedernales Electric Cooperative, Inc. 2015 Election For Directors District 1, 6, and 7.

Background: The 2015 PEC Annual Meeting will be held on Saturday, June 20, 2015 at the Leander ISD South Performing Arts Center at Cedar Park High School, 2150 Cypress Creek Road, Cedar Park. Registration and voting will be from 8:30 a.m. to 10:00 a.m. The business meeting begins at 10:30 a.m. PEC's Board is composed of seven individually-elected directors serving three-year staggered terms. District 1, 6, and 7 are on the ballot this year.

Origination: Robert G. Powers, Finance Director

Financial Consideration: none

Recommendation: n.a.

Attachments: Ballot Information

Prepared by: Robert G. Powers, Finance Director

POWER OF COMMUNITY - PEDERNALES ELECTRIC COOPERATIVE



Cristi Clement
*District 1
Director/Secretary-Treasurer
Cristi.Clement@peci.com*

[More »](#)



Emily Pataki
*District 2 Director
Emily.Pataki@peci.com*

[More »](#)



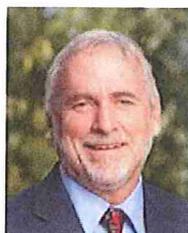
Kathryn Scanlon
*District 3 Director/Vice
President
Kathryn.Scanlon@peci.com*

[More »](#)



PEC Board of Directors District Maps

Download PEC's Board district maps



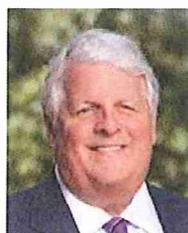
Chris Perry
*District 4 Director
Chris.Perry@peci.com*

[More »](#)



James Oakley
*District 5 Director
James.Oakley@peci.com*

[More »](#)



Larry Landaker
*District 6 Director
Larry.Landaker@peci.com*

[More »](#)



Dr. Patrick Cox
*District 7
Director/President
Patrick.Cox@peci.com*

[More »](#)

Election ID:
171349
Election Password:
35YWJ3

Voting Instructions

Three Options to Cast Your Vote - If you are unable to vote in person at the Annual Meeting, you must cast your ballot online or by mail before June 12, 2015.

Voting Online:

- Go to directvote.net/pec to access the login page of the 2015 Pedernales Electric Cooperative election.
- The **Election ID** and **Election Password** you will need to log in are on this paper ballot.
- Online voting begins May 21, 2015 and ends June 12, 2015 at 11:59 p.m. CDT.

Voting by Mail:

- Mark your selections by completely filling in the circle below next to your choice (example ●) with a No. 2 pencil or blue or black pen.
- Detach ballot and place in the enclosed postage-paid return envelope. Mail to PEC Election, C/O Survey & Ballot Systems, P.O. Box 46430, Eden Prairie, MN 55344-9876.
- **DO NOT MAIL YOUR BALLOT TO PEDERNALES ELECTRIC COOPERATIVE.**

Voting in Person at the PEC Annual Meeting:

- The PEC Annual Meeting will be held Saturday, June 20, 2015 at the Leander ISD South Performing Arts Center in Cedar Park, Texas. Registration begins at 8:30 a.m. and the business meeting starts at 10:30 a.m. Voting will be open from 8:30 a.m. to 10:00 a.m. If you have voted online or by mail, you cannot vote in person.
 - **DO NOT BRING MAIL BALLOTS TO ANNUAL MEETING.**
- If you need a replacement ballot or have any problems voting online, please call toll free (866) 909-3549 Monday through Friday, 8 a.m. – 5 p.m. CDT or email support@directvote.net.

*****AUTO**5-DIGIT 78646

247802
CITY OF LEANDER
MS DEANN WELLS
PO BOX 319
LEANDER TX 78646-0319



PLEASE DETACH BEFORE RETURNING BALLOT



Pedernales Electric Cooperative, Inc.
Official 2015 Election Ballot and Annual Meeting Notice

At PEC, you have a voice and a vote. A distinctive part of the cooperative difference is that we are democratically controlled by our members. We embrace democracy through our annual elections, in which PEC members nominate and elect other members to serve as directors.

The 2015 PEC Annual Meeting will be held on Saturday, June 20, 2015, at the Leander ISD South Performing Arts Center at Cedar Park High School, 2150 Cypress Creek Road, Cedar Park.

Join us for PEC business updates, Board election results and door prizes. Member voting for three director positions will conclude at the meeting.

- Saturday, June 20, 2015, 10:30 a.m.
- 8:30 a.m. - 10:00 a.m. – Registration and Voting
- 10:30 a.m. – Business Meeting Begins
- Cedar Park High School's Leander ISD South Performing Arts Center, 2150 Cypress Creek Road, Cedar Park, TX

Annual Meeting Door Prizes*

- Home Theater Package
- Energy-Efficient Smart TV
- Touchscreen Laptop
- \$100 Gift Cards

* Eligibility for door prizes: Members must register in person prior to 10:00 a.m. at the PEC Annual Meeting. Must be present to win. Only one prize per registered member may be awarded. PEC directors, director candidates, employees, and their spouses and dependents are not eligible. All door prizes are subject to terms and conditions as disclosed at the time of the award.

Note: You are welcome to vote online or through the mail. You do not have to attend the 2015 PEC Annual Meeting to vote.

DO NOT CUT	MARKING INSTRUCTIONS	DO NOT CUT
<ul style="list-style-type: none"> • Use black or blue ink or No. 2 pencil only. • Fill circles completely. 	<ul style="list-style-type: none"> • Erase changes cleanly. • Make no stray marks on this form. 	<p style="text-align: center;">Correct Mark</p> <p style="text-align: center;">○ ● ○</p> <p style="text-align: center;">Incorrect Marks</p> <p style="text-align: center;">✓ ⊗ ⊙</p>

Director District 1	Director District 6	Director District 7
<p><i>Vote for only one (1) Candidate:</i></p> <p><input type="radio"/> Cristi Clement</p> <p><input type="radio"/> Mark Axford</p>	<p><i>Vote for only one (1) Candidate:</i></p> <p><input type="radio"/> Max Hosford</p> <p><input type="radio"/> Paul Graf</p> <p><input type="radio"/> Larry Landaker</p>	<p><i>Vote for only one (1) Candidate:</i></p> <p><input type="radio"/> Douglas Kadjar</p> <p><input type="radio"/> Jeff Barton</p> <p><input type="radio"/> Amy Lea SJ Akers</p>



2015 Board of Directors Election Candidate Information

Board candidates assume all responsibility for content submitted to PEC, which appears exactly as submitted. PEC takes no position on issues and expresses no preference for any candidates.

Director District 1

Board Position: Director District 1

Cristi Clement

Town: Marble Falls



It has been my privilege to serve YOU as District 1 Director since 2009. With your continued support I will continue our work: The Building of our "new" PEC.

The past six years have resulted in monumental reforms and improvements within PEC. I willingly invested my time, energy and tenacity on your behalf to dig in, sort out and help deliver results. None of this was easy to do.... but such reforms were essential to rebuild PEC, move into the 21st century and erase the scars of past leadership failure. Paramount was the restoration of trust with YOU, our Members, our great employees, our peer cooperatives and the general public.

1) INITIALLY WE STABILIZED THE BUSINESS:

Together we created a business structure with essential functions. We delivered the first budget, the first internal audit, new policies for open meetings, open records, open elections. We launched the first Whistleblower program, set the first Energy Efficiency and Renewable Energy goals, first Strategic Plan, and the first Directors' Code of Conduct and Ethics policy. We enacted

the first Bad Debt Collection policy. Most importantly, we established policy for PEC's first recurring distribution of Capital Credits back to YOU. Eligible members like you have received over \$68M in cash since 2009. The NEW NORM!

#2) WE STRENGTHENED LEADERSHIP AND WORK PROCESSES:

We recruited top notch executive leadership: new Chief Executive Officer, new Chief Financial Officer and our very first Chief Information/Technology Officer. Our executive leadership team is innovative, energetic and busy laying out new initiatives. Our employees are dedicated, conscientious, well compensated and committed to serving YOU with excellence. PEC systems reliability performance rating continues to be one of the highest in the nation at less than 1 hour outage per year per member. Your Member Equity Increased from 17% to a healthier range of 35%-42% and holding, while affirming a sterling AA- bond rating.

#3) EMPOWERED YOU MEMBERS AND BUILT TRUST:

The whole PEC culture is transforming. Every Board Meeting and Committee Meeting has been held in open session since 2008. (Executive sessions are held only if sensitive matters are addressed.) All votes occur in open session. YOU have access to PEC policies, reports and other data at www.pec.coop. PEC is in midst of a Cost of Service Study and Rate Design. Many Members attended the Open Forums and offered valuable ideas for new rate types. YOU have expressed overwhelming satisfaction with PEC's open elections process. Transparency in your PEC is protected in YOUR Member Bill of Rights. PEC is recognized nationally as a success story for member-led reform. YOU have a voice and YOUR PEC listens.

#4) SECURED A PROMISING FUTURE FOR ALL PEC MEMBERS:

Your "new" PEC is fiscally solid. Operational efficiencies continue to lower controllable costs in spite of unprecedented growth along the I-35 corridor. You may have noted recent downward rate adjustments on your bill. There are more to come. When our new rate design is adopted, YOU will find several NEW CHOICES to make it easier to manage your energy costs. We are diversifying PEC's energy portfolio to find lower-cost energy. Our recent decision to expand renewable energy solutions holds promise. Incorporating Renewables can reduce water consumption associated with traditional generation methods.

#5) MY COMMITMENT TO PEC:

I am fiercely loyal to PEC and to YOUR democratic control of our coop. I work hard for YOU and am tenacious in supporting PEC's good business practices. **Our primary mission is to serve our communities by providing excellent member services, and safe and reliable energy at a competitive price. YOU are my focus.**

I have no conflicting business interests.

My formal education and career training experiences helped develop my decision-making ability and at PEC, I always consider "Is this good for YOU, our Members?" Cooperatives do differ from investor-owned, for-profit utilities. PEC must serve all Members fairly, as we're all in this together. This is our strength.

I believe the cooperative model is relevant to our 21st century. I NEED YOUR SUPPORT TO CONTINUE OUR WORK!!

Experience:

I served 24+ years as an U.S. Air Force civilian Contracting Officer in support of aerospace programs and facilities infrastructure in U.S. and Europe. I held a higher than Top Secret security clearance. Prior to my Air Force career, I spent 13 years as a systems analyst/programmer for Union Equity Cooperative Exchange, a six-state regional commodities cooperative involved in international trading and grain exports.

Education:

B.A degree with honors from University of Oklahoma

M.A. with honors, Procurement/Acquisition Management Webster University, St. Louis

Achieved the Credentialed Cooperative Director designation and earned the Advanced Board Leadership Certificate

Personal:

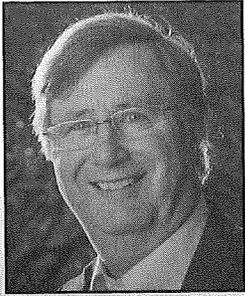
Reside in Marble Falls with my husband, Doug Moore. We have been PEC members for almost 15 years. More information @ www.cristiclement.com.

Director District 1

Board Position: Director District 1

Town: Burnet

Mark Axford



Mark Axford is a proud family man, fiscal conservative and successful small business owner with more than 30 years of experience in the electric power industry. He and his wife Trixie live in Burnet where they are active in the local community and Trixie serves as a Precinct Chair for the Republican Party. They are strong supporters of wounded military veterans and volunteer at the "Heroes Night Out" program in Cedar Park. They are also members of the Hill Country 100 Club supporting law enforcement, firefighters and first responders.

In 2001, Mark started his independent consulting business focused on electric power. His success and leadership on power generation technology and competitive markets has helped customers in Texas and around the US. Before starting his own business, Mark worked as an engineer, designer, and senior manager at General Electric (GE).

Mark has never run for office. He decided to throw his hat into the ring after talking to friends, neighbors, and local community leaders who share his commitment to low cost electricity and holding PEC accountable to its customers.

Pledge to Members – Lower the price of Electricity

***"As your voice on the PEC Board,
I will fight to lower the price you pay for electricity."***

Mark's top priority is to lower the price you pay for electricity...period! Currently, PEC members pay some of the highest electric rates in Texas. A free market proponent, Mark will fight for real solutions such as consumer choice and competition. About 70% of Texans now benefit from choosing their own electric provider but not at PEC. The current District 1 Director at PEC has blocked and stifled every attempt to consider competition and consumer choice as a solution. Consequently, PEC members have been denied a say in this matter. The result is a monopoly lacking the rigor and discipline that competition brings to any business. There is no intensity or passion at PEC to deliver electricity at the true market price. Mark believes residents should have a stronger voice in the process. PEC must reset its priorities and actually do what PEC was set up to do – deliver electricity at the lowest possible price.

Other Priorities for the PEC:

Transparency -Too much decision-making at PEC goes on behind closed doors in "executive sessions." Important discussions go unrecorded and hidden from members. High price contracts are signed for the purchase of electricity and other services with a "confidentiality clause" baked into the contract. Mark will fight to put strict limits on "executive sessions" and end the back-room dealing. Members deserve to know how PEC operates and spends your money.

Fiscal Responsibility & Accountability -There is too much travel by PEC board members and executives for conventions, seminars and "fact finding" junkets. This is a waste of your money! To fix this ongoing problem, Mark will propose travel restrictions and more web-based training and education. Unavoidable travel should have a one-word theme: FRUGAL. The detailed expense reports of each director and senior manager should be posted monthly on the PEC website. This will save PEC money and force more accountability.

Economic Development -Like residential members of PEC, businesses are also members. By lowering the cost of electricity, PEC can attract energy intensive and high tech businesses to our region. Many businesses are frustrated with the high cost of electricity from Austin Energy and would welcome a lower rate at a nearby PEC location. PEC must bring down the cost of electricity and do a better job of working with local community leaders to win these jobs and help grow our economy.

Mark Axford -Family & Business Background

Mark wasn't born in Texas, but got here as quickly as he could. He was raised in Buffalo and graduated from Clarkson College of Technology. In 1974, Mark began his professional career as a natural gas compressor designer for Dallas based Dresser Industries. He later worked at Stewart & Stevenson Inc., a leading manufacturer of power generation equipment, and General Electric before starting his electric power consulting business in 2001.

Since 2001, Mark has consulted to more than 180 clients, providing advice on power generation equipment, analysis of new technology and forecasts for the electrical power markets. He has written technical and business articles for leading energy publications and has been quoted by the Wall Street Journal, Financial Times, Houston Chronicle and other news outlets.

Mark & Trixie are proud to call the Texas Hill Country their home and enjoy spending time with their five children and three grandchildren. Trixie is an avid gardener and professional magician. In fact, she's President of the Texas Association of Magicians!

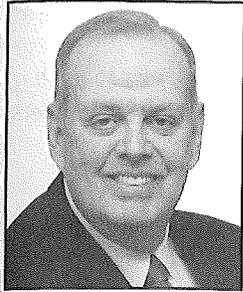
Mark believes that a good leader is a good listener. If you have any questions about Mark or where he stands on the issues, please call him at 512-662-1921. www.AxfordForPEC.com

Director District 6

Board Position: Director District 6

Town: Fischer

Max Hosford



Max Hosford and his wife Pam have been residents of Comal County, specifically District 6, since 1999. Pam initially was a volunteer at the Tye Preston Memorial Library and was hired in 2010 as a Library Assistant. They have been active members of St. Thomas the Apostle Catholic Church in Canyon Lake since 1999.

Mr. Hosford has a broad level of executive experience with over 35 years in the real estate industry. He was a business owner in the United States and in Russia providing real estate services to developers, lenders and government agencies.

Graduating from the University of Houston in 1975 with a Bachelor of Science degree in Technology his core studies were in Construction Management. He worked in the Engineering field as a Senior Project Scheduler overseeing the construction process of a power facility in Oklahoma and the design and construction of offshore drilling platforms. In 1977 his career path was redirected into the real estate industry.

With over 35 years of experience in real estate Mr. Hosford has worked for international firms in Senior Management positions with Grubb & Ellis, Hines Interest, and Hines Eurasia. He was Director of Asset Management for PPF Real Estate Russia, a Czech Republic based organization. A founding Partner with Lone Star Ventures, he was accountable for two (2) Class-A industrial developments in Moscow and Kazakhstan. In 2012 started HPS Asset Management working with owner/developers to locate financing for various projects. Currently works with Panorama International as Director of Finance responsible for global real estate fund sourcing.

Throughout his career Mr. Hosford has had P&L responsibility for real estate projects and organizations where he had direct day to day fiscal oversight. While working in the international market, he worked with local government agencies and utility engineers in the development of power needs and source plans for commercial and residential developments.

Hosford previously served on the Board of Big Brothers/Big Sisters in Russia; was a 2 term President of Board of Governors for Moscow Country Club; founded the Building Owners and Managers Association (BOMA) Russia Chapter as well as served on numerous real estate committees domestically and internationally.

Mr. Hosford is eager and excited for the opportunity to represent District 6 on the PEC Board. He looks forward to being the conduit of information to District 6 regarding long term growth plans as well as utility economies and efficiencies.

Director District 6

Board Position: Director District 6

Town: Spring Branch

Paul Graf



Paul Graf lives in western Comal County in Spring Branch with Debi, his wife of 46 years. They have lived in the area for over a decade. He is a native Texan, fiscally conservative and a registered Texas Professional Engineer. Paul wants to serve PEC customers/members and employees because of his unique experience in and knowledge of the electrical power industry. He "grew up" in the power business receiving a scholarship from the electric company serving south Texas to attend Texas A&I University in Kingsville. There Graf received a BS in Electrical Engineering, graduating Summa Cum Laude. He began his career as a transmission planner and progressed through the ranks working in and managing practically all areas of engineering and customer service, along with the ERCOT relationship. The corporation saw his potential and sent him to several business schools within Texas and in Michigan to learn the financial side of the business including rate making and its impacts, financing, financial analysis, project management, and contract negotiation. Graf also was an expert witness at the PUC of Texas for the corporation on several occasions. He finished his 30 year utility employment as a senior executive in an international power company where he developed projects, managed risks, and served on Boards for international business investments totaling approximately \$10 billion. Graf continues today to stay active as a management and energy consultant. He has consulted for investor owned utilities, municipal utilities, cooperatives, water companies, and many small businesses. Graf understands all aspects of the electric utility business. He will know which questions to ask to make sure PEC stays accountable to its members and employees.

Graf's top priorities for PEC will be:

- Lower electric rates and increase economic development to provide a better income base for the Coop
- Greatly expand transparency to the members
- Manage risks and provide checks and balances
- Tools and training to expand employee horizons

Lower rates and economic development—PEC's rates are among the highest in the state. Some of the neighboring utilities have rates at least 20% lower. Low rates and economic development go hand-in-hand. The best form of economic development is to offer businesses and families competitive rates. Texas will continue to experience explosive growth in the next several years, especially along the IH-35 corridor. PEC needs to reduce rates down to a level that will lure some of the lucrative businesses that are considering Texas.

Greatly expand transparency—Executive sessions at PEC board meetings are unnecessarily long and contain business more suited to a public session. Other industry executive sessions are almost always reserved for real estate transactions, personnel matters, or sensitive contract issues. Graf will work to limit executive sessions to only those appropriate matters and have all other business matters conducted in open sessions.

Manage risks and provide checks and balances—The PEC board would be far better served, as would the members and employees, if there were more checks and balances. For example, the board can currently unilaterally set electric rates without oversight of the Texas Public Utilities Commission. Graf will work to make sure proper controls are in place to avoid theft, money laundering and fiduciary misapplication of proper funds of the PEC Coop.

Tools and training to expand employee horizons—Graf believes the best distinction and resource of PEC are its employees. He will work to insure employees are provided with tools to work safely, to reach their full potential and personal goals, and provide excellent service to members.

Beside Graf's extensive experience in the electrical power industry he:

- Serves as a volunteer appointed Commissioner on the Board of the Comal County Emergency Services District #4.
- Serves as a volunteer on the board of a large non-profit with a \$6 million budget that provides emergency services in 216 square miles in Comal County, benefiting over 35,000 residents.
- Serves as volunteer President of the Bulverde Spring Branch Emergency Services Council that coordinates activities and expenditures across several of the ESD's in Comal County.
- Serves as volunteer President of the Coalition for Equitable Water Rates that has successfully opposed water rate increases by the local water company monopoly.
- Served as the volunteer President of the River Crossing POA and has Chaired several committees.

Paul and his wife Debi are active in their local Bible church and have two adult children. Paul enjoys hunting, collecting military weapons, and an occasional game of golf. Paul and Debi enjoy spending time with extended family in Frio County and both enjoy meeting new people.

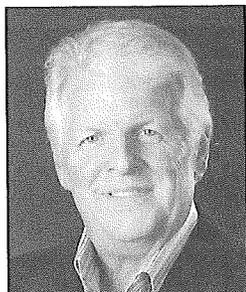
PEC has had some heart-wrenching challenges in the past, but that can now be put behind them. PEC can go forward proudly with its head held high. Paul Graf will serve and guarantee this continues by utilizing his unique background experience.

Director District 6

Board Position: Director District 6

Larry Landaker

Town: Wimberly



It really does matter who serves on the Pedernales Electric Cooperative Board. PEC makes all kinds of decisions that affect how much we pay and the kind of services we receive for our money. When considering who should sit on the PEC board, members have every right to ask, "What's in it for me?"

Since being elected to the PEC Board in 2009 I have cast dozens of votes. Before each vote, a little voice in my head reminds me to ask a few simple questions. Does this put our members first? Is it fair to all? Can it help lower rates and make our service and reliability the best in the nation? Because, at the end of the day, what our members want most is safe, reliable service at a fair price.

It has been the privilege of my life to serve on the PEC Board. I ran as a reform candidate in 2009 and was re-elected in 2012. I have served as board President and Secretary-Treasurer. Since being elected, we have helped to restore the public trust and respect for PEC. Our open governance has become a model for the cooperative world to follow. We have twice lowered rates, increased the amount we pay members who produce their own surplus and wind generation, returned over \$68 million in capital credits, reduced operating costs and maintained and strengthened PEC's performance standards. PEC's service and reliability ranks in the top 10% in the industry.

Because you are a member-owner, you have a business interest in PEC. You need a board that is protecting those ownership interests. You have every right to expect PEC to maintain a solid financial position at all times. You should expect consistent, clean audits by accredited accounting firms every year. You should expect that the member equity (expressed as a percent of assets) meets the industry benchmark of 35% or better. All of these goals have been achieved.

As a PEC director, I believe in giving back to the communities we serve. In a typical year we provide contributions to eligible scholarships, charities, firefighters, EMS, police, and libraries to mention a few. Giving back is a *core cooperative principle* and one that separates us from investor-owned utilities.

We are fortunate to have the best employees in the world! They are dedicated, skilled and hard-working under the best and worst conditions. They deserve to have the tools and support needed to do their jobs. I am proud to stand behind them.

Finally, I believe you should know that the best is yet to come. You will soon have more choices to help manage your energy costs. I will push hard for a *time of use rate*—a choice that will enable you, for example, to save money by washing your clothes at 9pm vs 5pm. Watch for mobile apps, online outage maps and pre-paid billing options.

Look for exciting things in renewable energy. The PEC board recently passed a landmark resolution. It holds the promise for on-bill financing which will provide convenient access to low-interest rates for residential and commercial members wishing to deploy distributed generation systems.

I love living in the Texas Hill Country, Wimberley and PEC country have been my home since 2001. I am most at peace when I am hiking the many trails and breathing the fresh air of our great outdoors. Preserving our water and the natural resources of our beloved state are my priorities both inside and outside my duties on the PEC board.

It has been an honor to serve you and I would appreciate your continued support.

Experience:

- 26 years as a broadcast television executive, managing complex business, sales and station operations with bottom line accountability
- Texas licensed Realtor since 2004; affiliated with Keller Williams Realty
- Board member, PEC; elected 2009 and re-elected 2012. Past President and Secretary-Treasurer

Education:

- B.S. and M.S. degrees
- NRECA Board certified cooperative director

Affiliations:

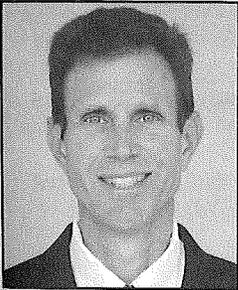
- Member: Austin Board of Realtors, Texas Association of Realtors and National Association of Realtors
- Member: Wimberley Valley Water Association, Wimberley Institute of Cultures (WIC) and supporter of Citizens Alliance for Responsible Development (CARD)

Director District 7

Board Position: Director District 7

Douglas Kadjar

Town: Kyle



As a PEC member, Doug believes the coop should return to the mission statement which emphasized reliable power "at the lowest possible cost". To bring that about, more competition by wholesale generators must be encouraged. Renewable power can be a part of this mix, but must stand on its own competitively. PEC has little experience generating electricity, having traditionally been a retail distributor of power. Solar technology is rapidly advancing and dropping in price; it would be unwise to invest in equipment that could soon be obsolete. The competitive market is more efficient than central planning, as proven by the number of federally guaranteed loans defaulted on by solar companies in recent years. Diversity of generation sources is key to reliability as well as affordability, as fuel/generation costs rise and fall over time.

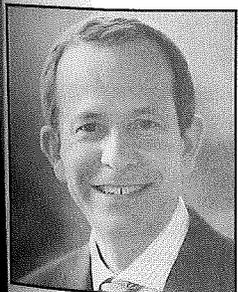
A native Texan, Doug has called Hays County home since 1989. He served 6 years (2000-2006) on the Hays County Appraisal Review Board, the last two as chairman. He has served in various school and church organizations (PTA, booster organizations, budget and personnel committees) and was a mentor for 3 years at Kyle Elementary. He, his wife Brenna, and four kids call Kyle home, where they enjoy camping, water sports, and church activities.

Director District 7

Board Position: Director District 7

Jeff Barton

Town: Hays County



- Keep reducing rates, to move below state average within one year
- Maintain open governance while expanding focus to operational efficiencies and new technologies
- Ensure reliable energy, diversification, and investment returns for members
- Pay capital credits regularly to members

I'd like to represent you and District 7 on the PEC board of directors. Our co-op has made tremendous progress in the last few years. I want to continue those efforts, and expand on them.

Rates - First, we should be able to further reduce rates this year, something the current board is already moving toward. New technologies now coming on line will save money for the co-op, and make it more convenient for both residential and business members to manage their own energy consumption in innovative ways unimaginable just a few years ago – auditing when and where electricity is being spent.

Choice - We can continue to expand choice for members – let members choose power packages and payment plans, such as block rates, time of use, and prepayment – that work best for their individual family or business needs. We should give members more choice in whether they want their power from traditional sources, clean burning natural gas, or "renewables" like solar and wind.

Energy - We can be a national leader in cleaner energy – and save money. Falling prices in the solar, wind and natural gas markets, for instance, mean these are cost-effective options for a substantial part of the PEC supply – without need for any local subsidies. Our judicious use of these three energy sources also helps both the pocketbook and the Texas economy. Diversifying our energy sources gives us more independence, and

helps assure reliable energy at stable prices in the future. I want to make sure those prices are at or below state averages, and the lowest among LCRA customers. At the same time, we can focus on minimizing how much water is spent on energy production, saving more for other critical needs.

Planning - PEC is at the heart of one of the fastest growing regions in the whole country, and yet, our co-op heritage rightfully demands we balance small town, suburban, and rural interests. Our first job is providing efficient electricity for today, but close behind is strategic planning for tomorrow. In my professional life, I help local governments and businesses across the state plan for and manage growth – how to prioritize and fund infrastructure, how to foster good community conversations about choices, and how to look ahead while preserving community character.

We can work closely with cities and counties across the region to forecast growth trends that will affect the co-op, and at the same time help those communities and members with economic development and key accounts that benefit PEC.

Choice, savings, smart management, good governance and firm oversight from the board –that's my goal. But we have to be careful not to micromanage an excellent set of employees who kept PEC running through tough times. We need benefits and continuing education that keep our work force motivated and aligns worker goals with PEC targets.

My combined business and public sector experience – with a foot in both the urban and rural parts of our co-op – gives me unusual insights into the challenges facing the board and our region in this time of dramatic change.

About Jeff:

- Worked with co-op member communities in Bexar, Blanco, Burnet, Caldwell, Comal, Hays, Llano, Menard, Travis, and Williamson counties – as a representative on regional boards or in private business
- Long-time small business owner
- Served 11 years as Hays County Commissioner. Managed large operating budget and capital improvement projects valued at hundreds of millions of dollars
- Outstanding Elected or Public Official of the Year, 2010, Central Texas Society of Public Administrators
- Elected Official of the Year, Greater Central Texas Chapter American Planning Association, 2010.
- Elected vice chair, Capital Area Metropolitan Planning Organization
- Elected chair, Capital Area Rural Transportation System
- Executive Committee, Central Texas Higher Education Authority
- Board of Directors, Capital Area Housing Finance Corporation
- Nationally certified urban/rural planner
- 2014 Austin Area Research Organization McBee Fellow
- 2012 Envision Central Texas Community Stewardship Award (with my wife)
- Live on my grandparents' dairy farm with my wife, Cyndy, where we raised two children; PEC member since 1983
- Campaigned for co-op reforms in the 1980s; attended annual meetings and supported the reforms of the last decade

PEC is moving in the right direction. We are seeing the benefits. Since board chair Patrick Cox chose not to run again, I'd like to use my business and growth management experience to continue progress and help us advance to the next level. I believe I can help bridge gaps within the co-op. I'm ready to listen, learn, and work hard.

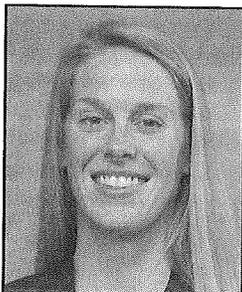
Learn more at BartonforPEC.com.

Director District 7

Board Position: Director District 7

Amy Lea SJ Akers

Town: Hays County



Amy Lea SJ Akers seeks to serve the members of PEC District 7

The seven directors of Pedernales Electric Cooperative, a member only cooperative, are responsible for the largest electric coop in the nation covering over eight-thousand square miles and serving 265,000 accounts. With single member districts each district is equally represented on the board. District 7 encompasses parts of Travis, Hays and Caldwell counties.

Representing the interests of the individual member while protecting and supporting the future of the coop Amy Akers aims to bring balance through transparency. An attorney by trade Amy often represents those less fortunate or under represented. She believes in doing the right thing and standing up for what you believe in. Dedicated to the community Amy pledges to zealously represent the member interests of District 7.

As a lifelong resident of the Texas hill country and PEC Amy Akers will carry an allegiance for balance between the sustainability and affordability of our energy resources. Raising three children Amy is not only thinking about tomorrow she is thinking about the future for all our children. Understanding demand will ultimately increase, Amy will work hard and fight now to anticipate the growth of the future in an effort to keep costs affordable.

Professionally trained in renewable energy law Amy believes in a balance between the environment and human needs. She says "if we don't anticipate the affects or plan our natural resource consumption we are not protecting our future." Applying her management skills and experience coupled with her public administration and legal education Amy, as a contract City Attorney, successfully negotiated an Industrial Agreement with a local gas power plant, owned by a national investment firm, and ultimately increased the city's overall annual budget by more than 210% allowing the City to maintain one of the lowest property tax rates in the State of Texas. Her knowledge of the industry and professional training will be an asset to the coop and its members.

2015 PEC ANNUAL MEETING

JUNE 20

PEC members, join us in Cedar Park

The 2015 PEC Annual Meeting is June 20. Join us for PEC business updates, your last chance to vote in the Board election and the chance to win door prizes. Election winners will be announced at the meeting.

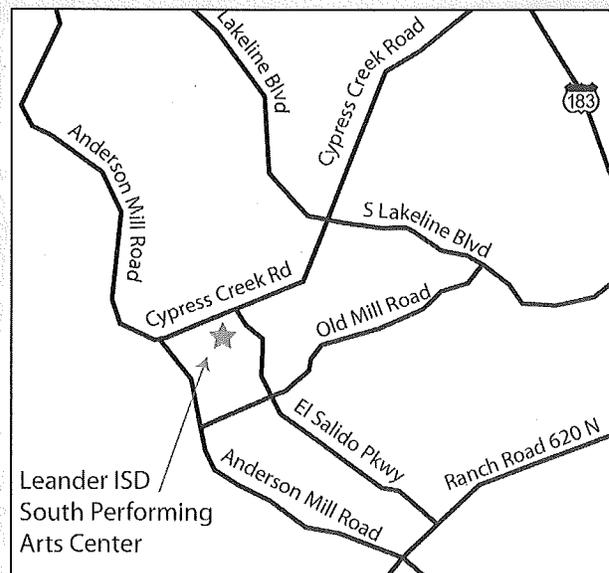


Saturday, June 20, 2015

Leander ISD
South Performing Arts Center
Cedar Park High School
2150 Cypress Creek Rd.
Cedar Park

8:30 a.m. – 10 a.m.
Registration and voting

10:30 a.m.
Business meeting begins



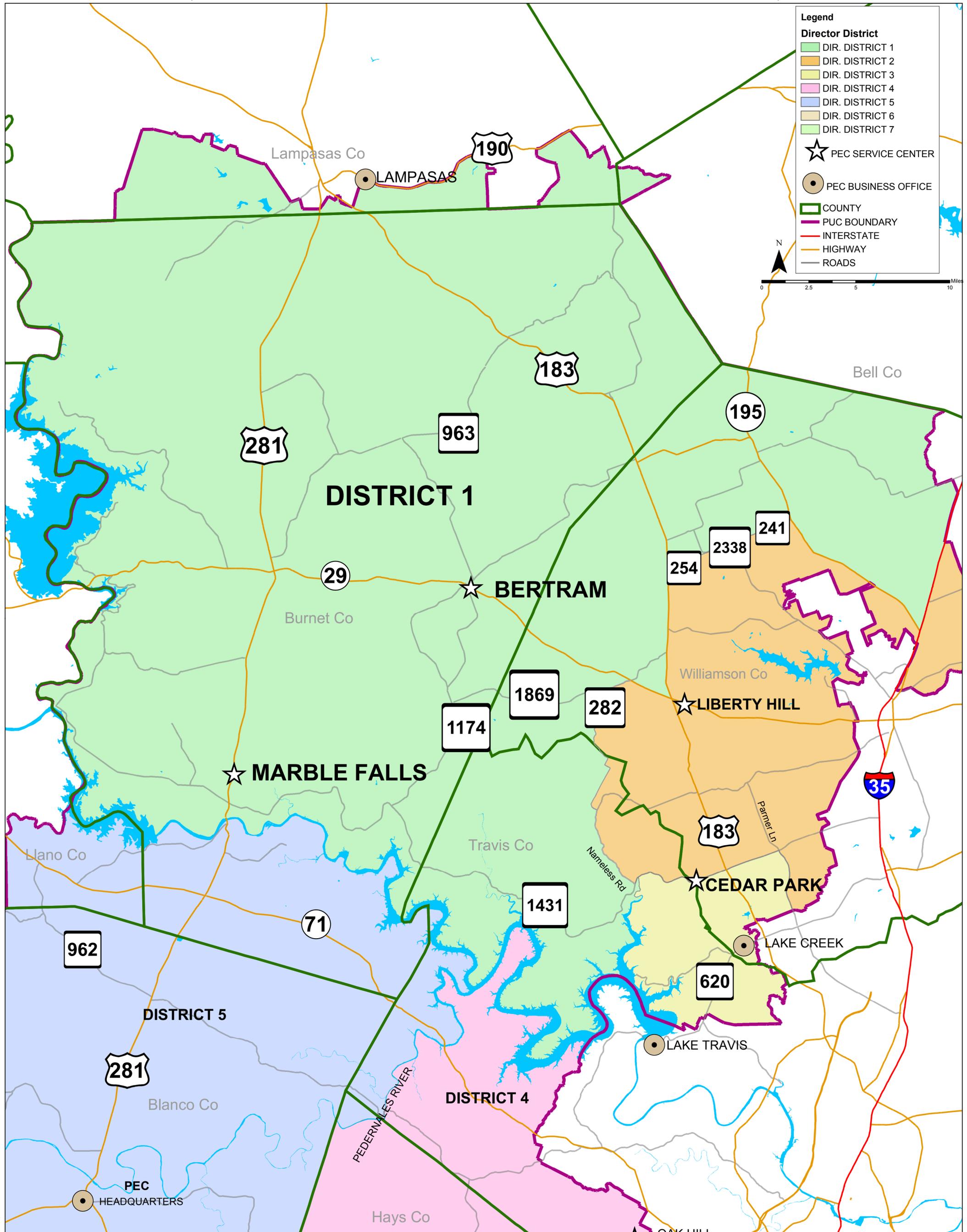
Members can register at the meeting prior to 10 a.m. for a chance to win a door prize! Must be present to win. Door prizes include a home theater package, an energy-efficient smart TV, a touchscreen laptop and five \$100 gift cards.



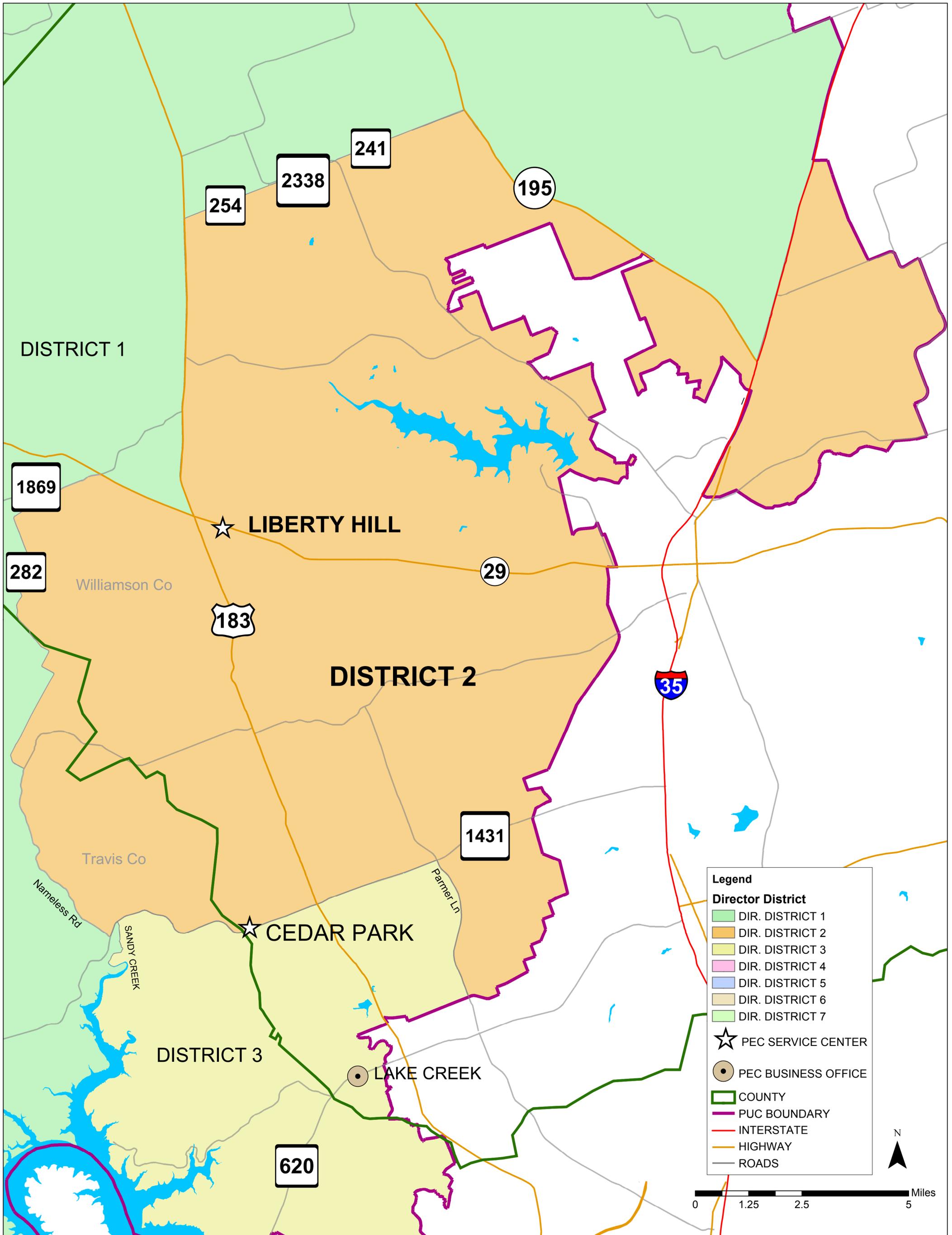
Pedernales Electric Cooperative
www.pec.coop/election

Director District 1 Boundary

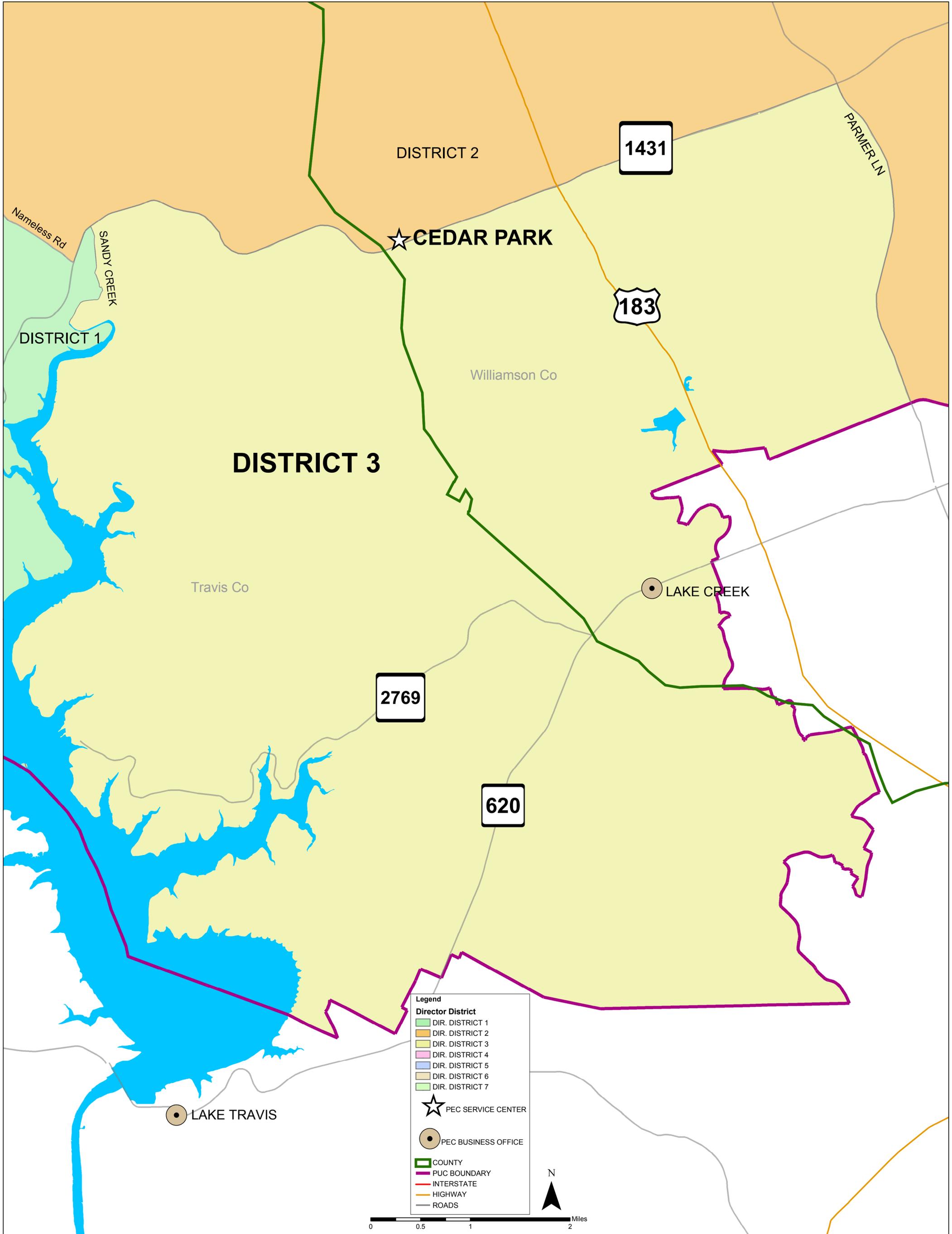
(Certain areas within the boundaries shown do not receive PEC electric service)



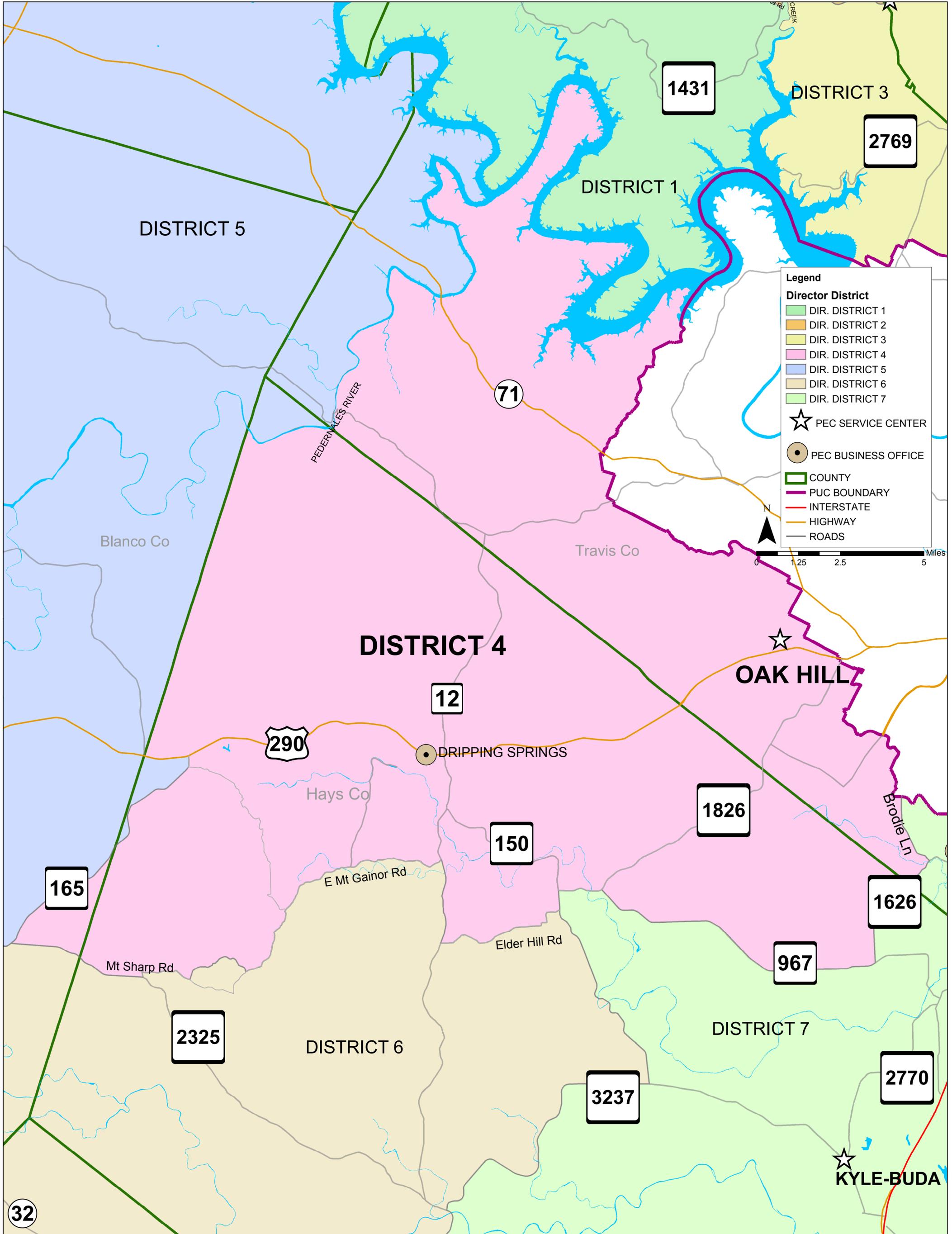
Director District 2 Boundary



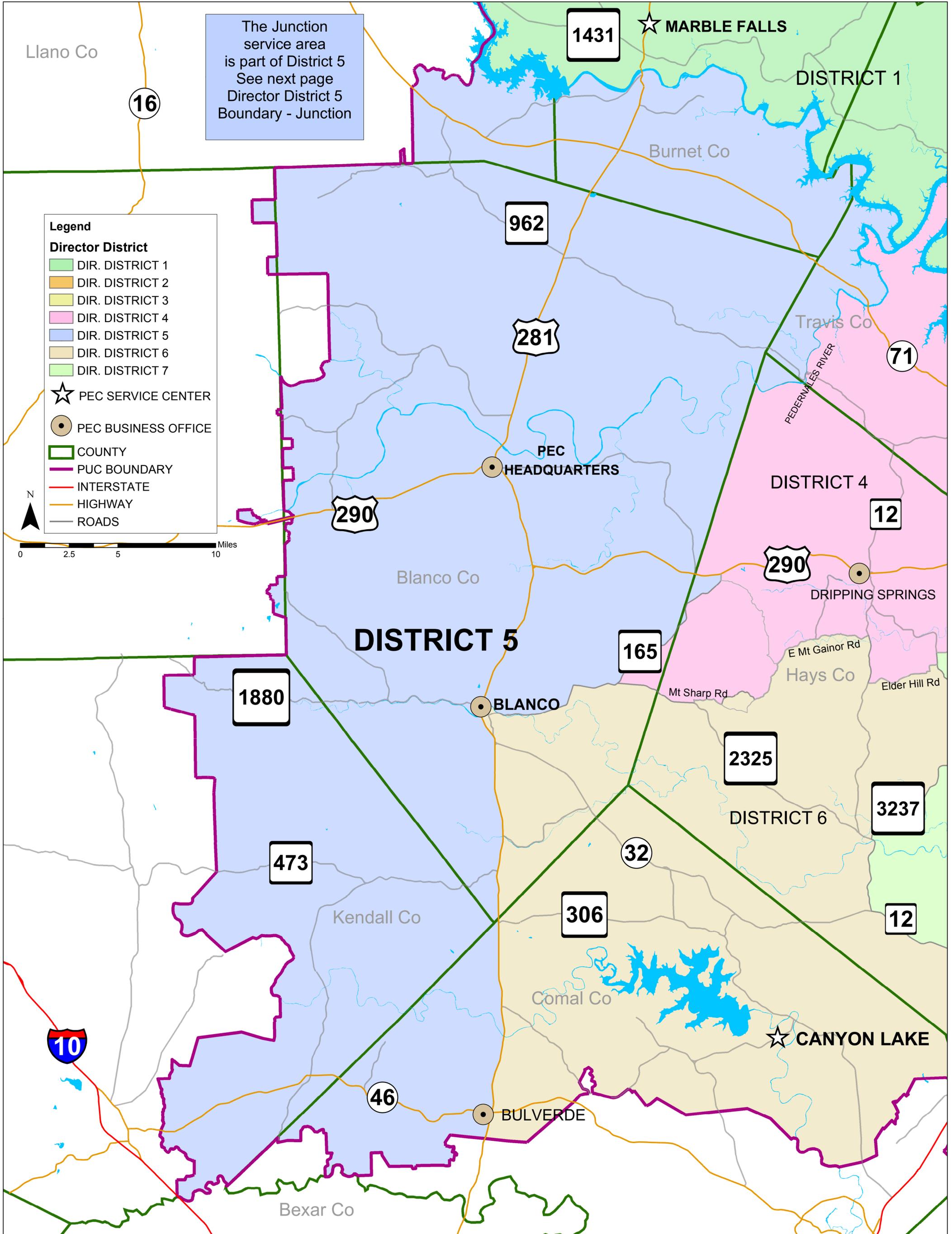
Director District 3 Boundary



Director District 4 Boundary



Director District 5 Boundary



The Junction service area is part of District 5. See next page Director District 5 Boundary - Junction

Legend

Director District

- DIR. DISTRICT 1
- DIR. DISTRICT 2
- DIR. DISTRICT 3
- DIR. DISTRICT 4
- DIR. DISTRICT 5
- DIR. DISTRICT 6
- DIR. DISTRICT 7

★ PEC SERVICE CENTER

● PEC BUSINESS OFFICE

□ COUNTY

▬ PUC BOUNDARY

▬ INTERSTATE

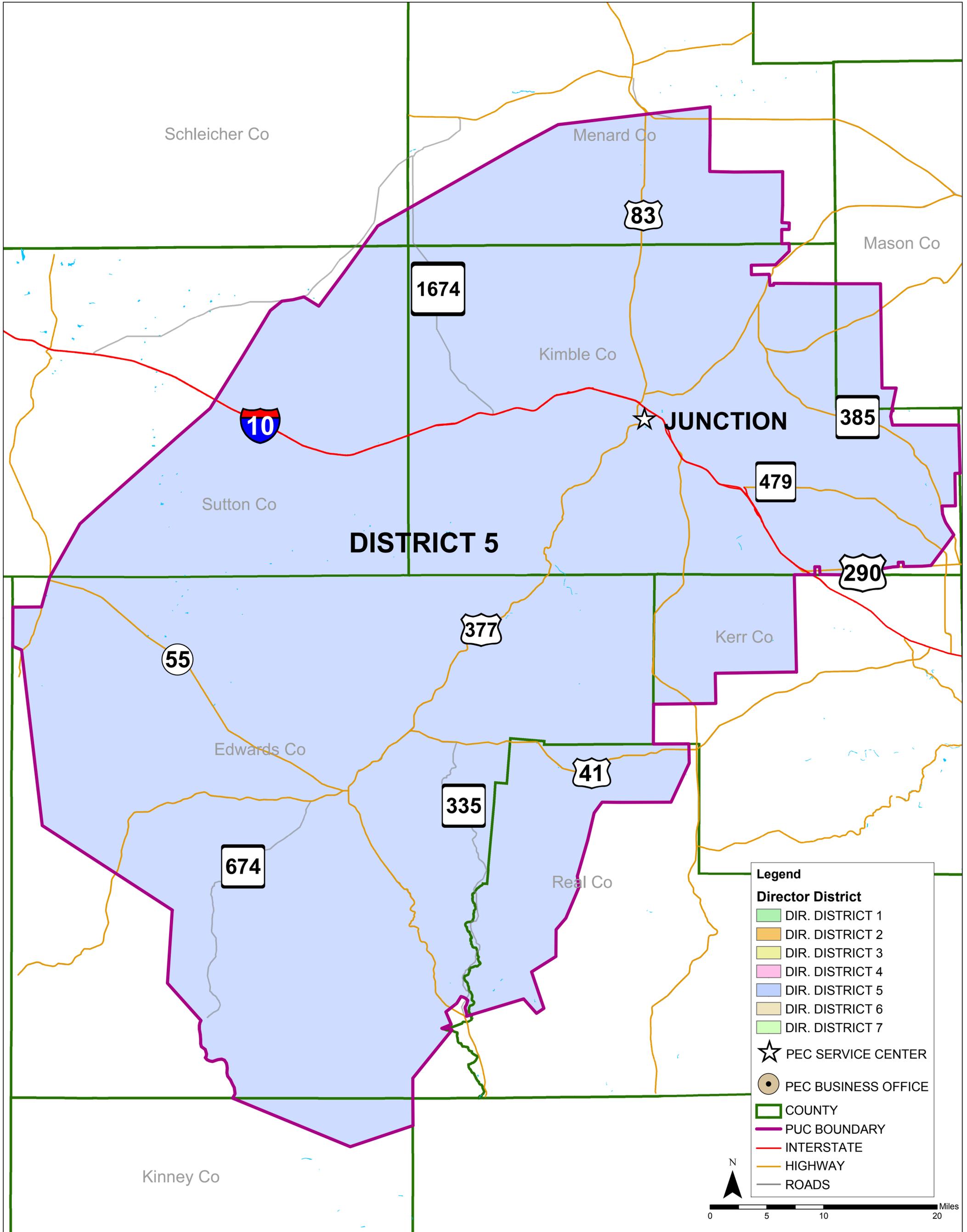
▬ HIGHWAY

▬ ROADS

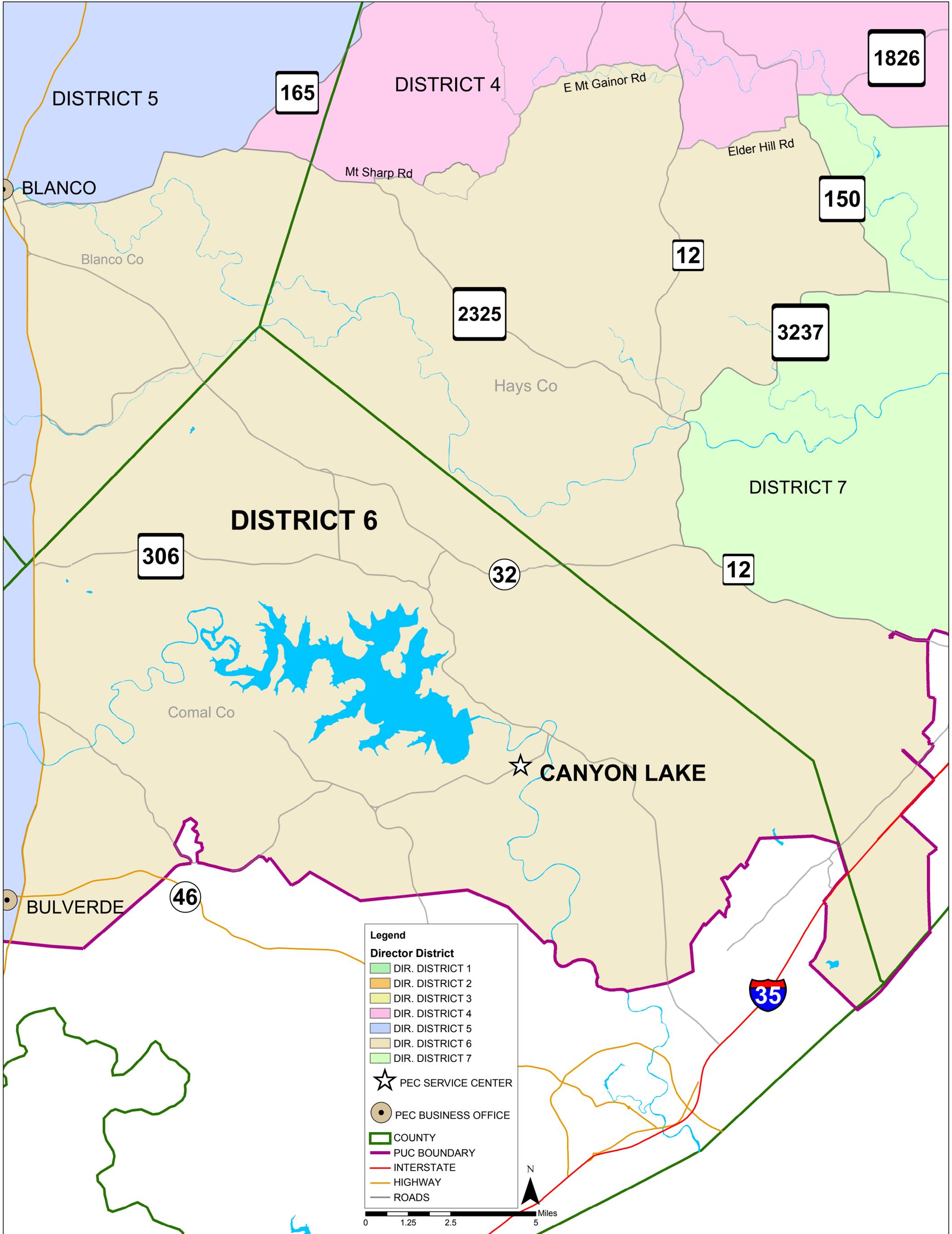
0 2.5 5 10 Miles

Director District 5 Boundary - Junction

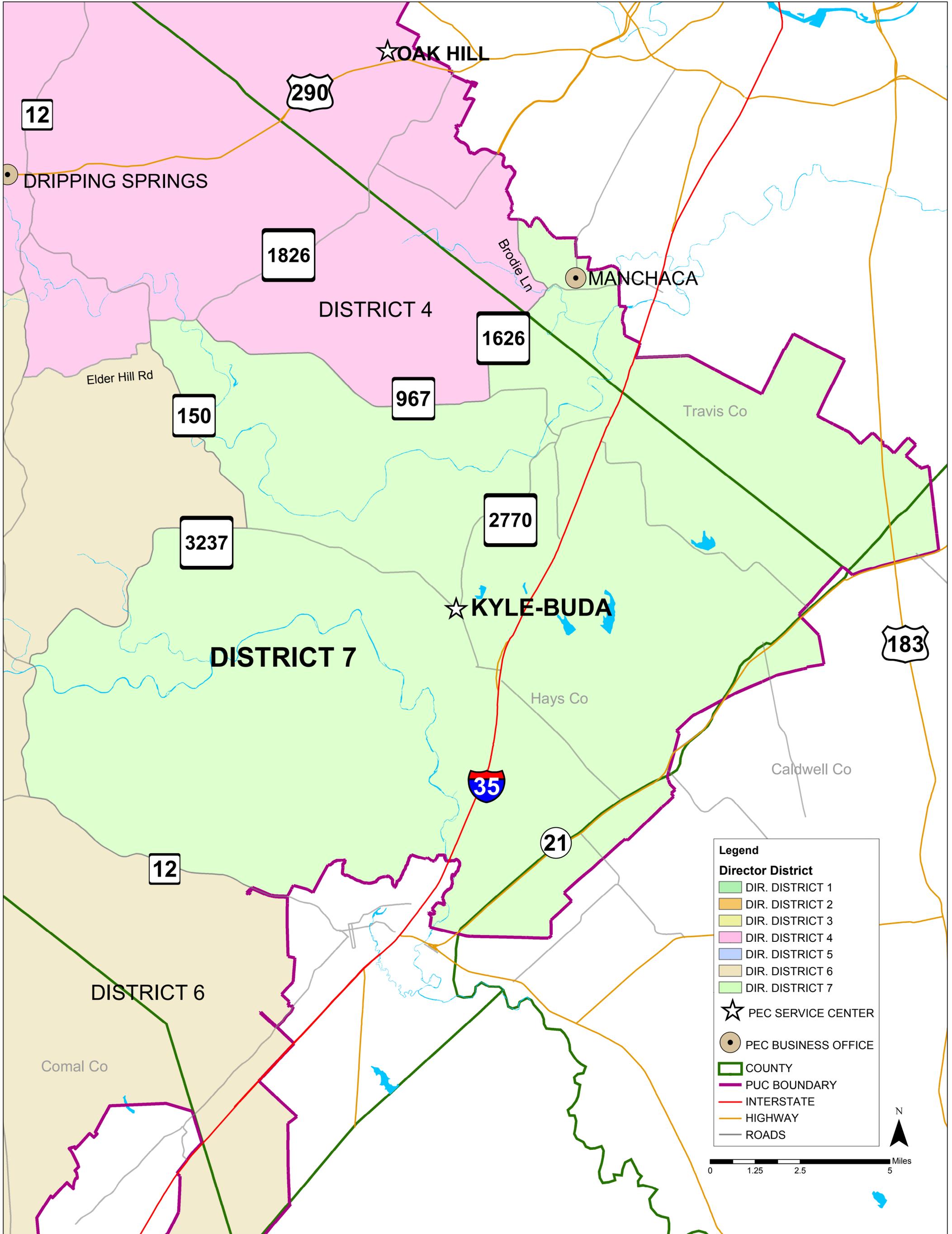
(Certain areas within the boundaries shown do not receive PEC electric service)



Director District 6 Boundary



Director District 7 Boundary



★ OAK HILL

12

290

DRIPPING SPRINGS

1826

DISTRICT 4

1626

MANCHACA

2770

967

Travis Co

150

3237

★ KYLE-BUDA

DISTRICT 7

Hays Co

183

Caldwell Co

35

21

12

DISTRICT 6

Comal Co

Legend

- DIR. DISTRICT 1
- DIR. DISTRICT 2
- DIR. DISTRICT 3
- DIR. DISTRICT 4
- DIR. DISTRICT 5
- DIR. DISTRICT 6
- DIR. DISTRICT 7
- ★ PEC SERVICE CENTER
- PEC BUSINESS OFFICE
- COUNTY
- PUC BOUNDARY
- INTERSTATE
- HIGHWAY
- ROADS

0 1.25 2.5 5 Miles

